VILLAS AT THE QUARRY

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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND RESERVATION
OF EASEMENTS
VILLAS AT THE QUARRY

WHEREAS, Quarry Villas, Ltd., an Ohio limited liability company, with its principal place of business at 6444 Monroe Street, Suite C, Sylvania, Ohio 43560 ("Developer"), is the owner in fee simple of all the property constituting Villas at the Quarry, Plat One, a subdivision in Monclova Township, Lucas, County, Ohio, as per plat thereof recorded at Volume 142, Page 60 through 63, inclusive, of the Lucas County, Ohio Record of Plats ("Quarry Plat One").

WHEREAS, Quarry Plat One consists of Lot nos. 1 through 14 (the "Lots"), inclusive, and Common Lot "A"; and Quarry Plat One has been planned and is being developed as a planned unit, zero lot line development.

WHEREAS, Developer is the Owner of other land adjacent and contiguous to the Lots; Developer intends to provide for the development thereon of a subsequent plat or plats as an extension to Quarry Plat One; such subsequent plat or plats may include additional parcels to be developed and improved as a zero lot line development; and Developer reserves the right to establish restrictions upon the manner of use, improvement, and enjoyment of said future zero lot line developments which are in all respects similar to the restrictions set forth herein and which will make the zero lot line developments in such subsequent plat(s) attractive for residential purposes and will protect present and future owners thereof in their use and enjoyment of such lands for residential purposes.

WHEREAS, Developer may exercise any of the above mentioned reserved rights by filing consecutively numbered plats of Villas at the Quarry together with supplemental declaration of restrictions subjecting such subsequent plats to this Declaration.

WHEREAS, in pursuance of a general plan for the protection, benefit and mutual advantage of the Lots and of the persons who are now or may hereafter become the owners of any Lot or parts thereof and members of Villas at the Quarry Homeowners Association, Inc. (hereinafter called the "Association"), an Ohio corporation not for profit formed or to be formed, its successors and assigns, and as a part of the consideration for this conveyance, the Developer, for itself and its successors and assigns, hereby submits the Lots and Common Lot "A" to the terms and conditions of this Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements (the "Declaration"), which are for the mutual benefit and protection of, and shall be
enforceable by, and shall be kept and performed by, all and any of
the present and future owners of any of the Lots and/or the
Association, its successors and assigns.

1. Uses.

A. No Lot shall be used other than for residential
purposes.

B. No noxious or offensive activity shall be
carried on upon any lot, or on Common Lot "A," nor may any Lot, or
Common Lot "A," be used in any way or for any purpose which may
endanger the health or unreasonably disturb the occupants of the
dwellings in the other Lots.

C. No business activities of any kind whatsoever
shall be conducted on any Lot, or on Common Lot "A"; provided,
however, the foregoing shall not apply to the business activities,
or the construction and maintenance of buildings, if any, of
Developer herein, its agents and assigns, during the construction
and sale period. During the construction and sale period, the
Developer shall have the right to have a model on one or more of
the Lots.

D. To the extent legally enforceable, no dwelling
may be used as a permanent residence by more than six (6) persons
at any time.

E. No dwelling shall be rented or used for
transient or hotel purposes, which is defined as (1) rental for any
periods less than thirty days; or (ii) rental under which occupants
are provided customary hotel services such as room service for food
and beverages, maid service, the furnishing of laundry and linen,
bus boy service, and like services.

F. No animals, livestock or poultry of any kind
shall be raised, bred or kept on any Lot. No more than two (2)
dogs, cats or other household pets may be maintained in a residence
on a Lot, provided that (i) they are not kept, bred or maintained
for any commercial purpose, (ii) they do not cause a nuisance or
disturbance to others, (iii) they are not left unattended on a Lot
or any portion of Common Lot "A," (iv) the owners of the pet(s)
keep their Lot and Common Lot "A" free and clean of any and all
animal waste; and (v) the keeping of animals shall be subject to
rules and regulations as the Association may from time to time
promulgate, including, without limitation, the right to place
limitations on size, weight and type of pets and the right to levy
fines and enforcement charges against any owner who does not clean
up after his pet(s).

G. No materials shall be burned in fireplaces at
any time that produce heavy smoke, soot, or obnoxious odors.
H. No persons shall use the bicycle/jogging paths, if any, or any part thereof or any part of the subject premises which is reserved for common use through easement or other means in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as may from time to time be adopted by the Association or in any manner which restricts or impedes the use thereof by other Lot owners.

I. Nothing shall be done or kept in any building or on any Lot or in any easement area which will increase the rate or result in the cancellation of insurance on any building on the subject premises or the contents thereof which would be in violation of any law. No waste shall be committed in any buildings, on any Lot, or in any easement area.

J. No Lot owner shall impair any easement without first obtaining the written consents of the Association and the Lot owners for whose benefit such easement exists.


A. Only one (1) single-family attached dwelling may be erected or maintained on any Lot. The single-family dwelling when attached to another single family dwelling located on the adjacent Lot shall be known as a Twin Single. It is understood and agreed by Developer, for itself and each owner of a Lot hereafter, that by reason of present zoning and building regulations or by reason of good land use planning or by reason of providing coordinated community design encompassing all the Lots, no Lot, by itself, shall support a free-standing, single-family structure; and each Lot owner, by acceptance of a deed to a Lot, agrees that the limitation of use of the Lots for one (1) single-family attached dwelling per Lot is reasonable and does not and will not constitute an unreasonable limitation on use of the Lots. The owners of the two dwellings on Twin Single Lots shall cooperate with each other to maintain a common exterior appearance.

B. Each wall built on the dividing line between any Lots, and any wall replacing the same, shall constitute a party wall (the "Common Wall"). If any portion of the Common Wall or said improvements of the Twin Single shall appear to encroach upon the adjacent Lot, there shall be deemed to be mutual easements in favor of each of the owners of the Common Wall and the improvements to the extent of such encroachment so long as the said improvements exist. The Developer reserves the right, by way of filing for record a supplemental plat, to locate structures, fences and projected initial plantings. The following restrictions shall be held and considered as applying to all Lots utilizing a common Lot line for the location of a Common Wall in the erection of Twin Single-family dwellings:
(i) As to the structures that are erected across Lot lines (shown on the recorded plat as Lot lines), it is contemplated that the Common Wall between the two single-family dwellings contained in the same structure will be erected over the Lot line of those Lots described herein and as shown on the recorded plat.

(ii) The Common Wall dividing the two residential units shall be constructed of soundproof and fireproof materials necessary to meet Lucas County Building Regulations.

(iii) As to each Lot hereinafter conveyed upon which there is constructed or to be constructed a Twin Single structure that has a common Lot line as shown upon Quarry Plat One, there is hereby reserved the right in and to the Common Wall as it actually exists, and title to each such Lot is taken subject to such Common Wall, which shall be binding upon all successors in title thereto including any mortgagee, owner by reason of tax sale or foreclosure or otherwise, and shall not merge, terminate or abate upon a common owner's acquiring title to both Lots with the Common Wall, but shall survive, continue and run with the land and shall not end or terminate upon any change or variations in the restrictions placed upon the subject premises.

(iv) The area between the attached single-family dwellings shall contain one wall, which shall be designated as a Common Wall, and a Common Wall easement is given and retained for the Common Wall of the Twin Single erected on said Lot line, which shall be binding on the heirs, representatives, administrators, successors and assigns to this agreement.

(v) Nothing herein contained shall hinder, limit or prevent an owner from separately mortgaging or creating a valid first mortgage lien on either half of the Twin Single. Any mortgagee may acquire title by deed, foreclosure or otherwise, to either half of the Twin Single.

(vi) This agreement as between owners of Lots containing a Common Wall easement shall be perpetual and at all times shall be construed as a covenant running with the land, which shall terminate only at such time as the two Lots that adjoin each other through the common Lot line are no longer used or no longer contain a structure having a Common Wall.

(vii) Neither owner of either side of a Twin Single structure shall do, permit or suffer anything to be done which will impair the structural integrity of the Common Wall or related elements or obstruct or interfere with the right of the other common owner to use the same.

(viii) The cost of repair and maintenance of a Common Wall shall be borne equally by the Lot owners of the two
Lots which share such Common Wall. Notwithstanding the foregoing, to the extent the need for repair or maintenance is caused by or results from acts or failure to act of a Lot owner, residents or invitees of only one Lot, whether or not there was negligence or a willful act, the Lot owner that Lot shall be solely responsible for the cost of such repair and maintenance. Disputes regarding the proper proportion of the costs of such repair and replacement to be borne by each Lot owner shall be settled by submitting the dispute to the Association, whose decision shall be final and binding upon both Lot owners.

(ix) If a Common Wall is destroyed or damaged by fire or other casualty, then unless the Lot owners in the building decide not to repair the structure, the Common Wall shall be repaired or replaced and the owners of the two Lots which share such Common Wall shall contribute equally to the cost of restoration thereof, without prejudice, however, to the right of one of the Lot owners to call for a larger contribution from the other Lot owner under the terms hereof or any rule of law regarding liability for negligent or willful acts or omissions, or to the right of the party or parties restoring the same to reimbursement from insurance.

(x) In all construction, repair and maintenance work regarding a Common Wall, due precaution and care shall be taken not to damage the property of the other Lot owners.

(xi) The owner and successors in title to each Lot upon which there is constructed or to be constructed a Twin Single which has a common Lot line shall be subject to the obligations and benefits set forth in this Paragraph 2(B), which shall run with the land.

C. Any building or buildings or structure erected upon the Lot or Lots shall be of new construction, and no building or structure shall be moved from another location onto a Lot or the Lots. The front of such buildings shall only be made of wood, brick or stone and the sides and rear shall be covered with vinyl siding.

D. No building constructed on the Lots shall exceed twenty-four (24) feet in height above grade elevation.

E. No structure of a temporary character, including but not limited to tents, sheds, trailers, barns or other outbuildings, shall be erected on any portion of a Lot or in the open space at any time, either temporarily or permanently.

F. Except for those things originally provided by Developer or thereafter consented to in writing by the Association, nothing shall be caused or permitted to be hung, displayed or stored on the outside of windows or placed on the outside of walls
or roof of a building or on the exterior walls of the patios, or otherwise outside of the dwelling on a Lot, including but not limited to signs, awnings, canopies, shutters, radio or television antennas, satellite dishes (subject to limitations as imposed by law) or any other devices or ornaments, nor shall anything be permitted to be displayed from the inside of windows or within a patio area that has a deleterious effect upon the other Lots. The Association shall have final authority in determining whether anything has a deleterious effect upon any other Lot.

G. Each Lot owner must provide drapes or curtains with linings for all his windows, which drapes or curtains shall be white when viewed from the exterior.

H. No sign or billboard of any kind shall be erected or maintained on any Lot except (1) signs approved by the Association, (ii) signs used by Developer, its successors and/or assigns, to advertise Lots and residences for sale during the construction and initial sales period and (iii) are professionally prepared sign advertising the Lot for sale.

I. No clothes, sheets, blankets, laundry or any kind or other articles shall be hung out or exposed on any Lot or the outside of any building or in the open space.

J. No garbage cans shall be stored outside of any building or any Lot or in the open space.

K. No wood piles shall be maintained on the outside of any building on any Lot.

L. No boat, truck, trailer, camper, inoperative vehicle, or other personal property shall be stored, temporarily or permanently, on any Lot.

M. Lot owners' automobiles, motorcycles and other vehicles shall be parked in the garage and shall not be parked on driveways, in the streets or elsewhere on any Lot for more than one (1) hour out of each twenty-four (24) hour day unless longer periods are made necessary temporarily because of repairs to the driveway or garage.

N. No bicycles, wagons, toys, benches, chairs, baby carriages, playpens or similar-type items shall be allowed to remain in public view on any Lot when such items are not in use.

O. No garage doors may be allowed to remain in an open position at any time except when the doorway is being traversed.
P. No Lot owner shall take or permit any action which will impair the structural integrity or safety of the building on his or any other Lot.

Q. No permanent structure, other than a dwelling and such other improvements as may originally have been constructed by Developer, its successors and assigns, shall be permitted on the Lots, except with the written consent of the Association.

R. Each Lot owner shall bear the cost of maintaining and repairing his own Twin Single's roof and exterior, except the owners of each Twin Single shall pay one-half (½) of the cost of the roof replacement. Notwithstanding the foregoing, to the extent the need for such maintenance, repair or replacement is caused by the acts or failure to act of the owner of the other Twin Single, or residents or invitees of the other Twin Single, the owner of the other Twin Single shall be responsible for the entire cost thereof.

S. The replacement of a roof on a Twin Single, or any repair to the roof of a Twin Single which will cause a material change in the roof's appearance, shall not be done without the consent of the owners of the attached Twin Single and compliance with the covenants of this Declaration relating to architectural control. In the event the owners of the attached Twin Single Lots are unable to agree upon such roof replacement or repair within thirty (30) days' written notice of the request of one owner, then either owner may request the Association to determine the issue within sixty (60) days of the request. The determination of the issue by the Association shall be binding on both owners of the Twin Single. Should an owner of a Twin Single refuse or fail to pay the owner's share of the cost of the repair or replacement, the owner of the attached Joint Single may undertake the entire project, and the cost thereof, together with interest at the highest rate then permitted by law, shall be due and payable by the non-paying owner to the other.

3. **Easements.**

A. Easements for installation and maintenance of utilities, drainage facilities and overlot drainage are reserved upon, across, over, under and through all areas designated "easements" as shown on the recorded plat and other instruments of record. Easements for installation and maintenance of underground automated sprinkler systems are reserved for the benefit of the Developer across, under and through each Lot and Common Lot "A." No structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation, operation or maintenance of utilities or the Sprinkler System, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. Any
improvements, fences or plantings made within the easement areas are subject to removal upon seven (7) days' written notice, to carry out the intent of this paragraph. The easement areas of each Lot and all improvements in the easement area shall be maintained continuously by the owner of the Lot except for those improvements for which a public authority or utility is responsible.

B. There are hereby created upon, across, over, under and through each Lot easements for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity and a master television antenna system or cable television. By virtue of these easements, it shall be expressly permissible for the providing utility company to construct and maintain the necessary underground equipment on said property and to affix and maintain wires, circuits and conduits on, across and through the exterior walls of structures; and it shall be expressly permissible for the providing utility company and each Lot owner to forcibly enter the residence on any Lot in any emergency endangering life or property. An easement is further granted to all police, fire protection, ambulance, mailman, delivery men and all similar persons to enter upon the drives and walkways—in the performance of their duties. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Lots except as initially programmed and approved by the Developer herein or hereafter approved by the owners of Lots over which lines are proposed. Should any utility furnishing a service specific easement by separate recordable document, each Lot owner, by acceptance of a deed to a Lot, agrees to execute such document.

C. There is hereby created upon, across, over, under and through each Lot easements to the Association for ingress, egress, installation, replacing, repairing and maintaining all landscape features and areas, including but not limited to lawns, shrubs, trees and beds.


A. By acceptance of a deed to a Lot, such grantee shall automatically become a member of the Association.

B. The Association shall have the following powers and rights:

(i) To manage, operate, maintain, improve, repair and replace Common Lot "A," including, but not limited to, grass mowing, fertilizing, weed killing, leaf removal, landscape maintenance, snow and ice removal, security patrols and general maintenance.
(ii) To promote and seek to maintain the attractiveness, value and character of the Lots through enforcement of the terms, conditions, provisions and restrictions set forth in this Declaration, or in any regulations promulgated by the Association pursuant hereof.

(iii) To collect and dispose of funds as provided in Paragraph 13 hereof.

(iv) If the Association is organized and operating as an Ohio non-profit corporation, to perform all acts and functions as are generally authorized by law to be performed by such corporations.

(v) To acquire title to Common Lot "A" from the Developer.

(vi) To adopt rules and regulations of general application governing the use, maintenance, insurance and upkeep of Common Lot "A."

(vii) To carry out all other purposes for which it was organized and to exercise all rights which may be granted under this Declaration.

C. Each member of the Association other than the Developer, its successors and assigns, shall be entitled to one (1) vote in the Association for each Lot such member shall own. When more than one (1) person holds ownership interest in any Lot, all persons holding such ownership interest shall be members of the Association and in such event the vote for such Lot shall be exercised as the owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Where a vote is cast by one (1) of two (2) or more owners of any Lot, the Association shall not be obligated to look to the authority of the member casting the vote. Notwithstanding the above, so long as Developer shall hold title to any Lot(s), Developer shall be entitled to nine (9) votes for each Lot owned by Developer.

D. The Association shall be governed by a six (6) member Board of Trustees, elected from time to time by the members of the Association. The Trustees shall be elected for three (3) year terms, on a staggered basis, with two (2) Trustees elected each year, in accordance with such procedures as may be adopted or promulgated from time to time by the Association.

5. Maintenance and Repair.

Each Lot owner will keep the improvements on that Lot owner's Lot in a good state of repair and maintenance and will keep the open areas of his Lot in neat and clean condition, free of
trash, rubbish and items that would detract from the appearance of the Lots as a whole. In addition, each owner must re-stain or re-paint the exterior of his Lot or Single at least as often as the frequency determined by the Board of the Association or by a majority of the Lot owners. If any Lot owner is not maintaining and not repairing his Lot and the improvements thereon in accordance with the foregoing standards and if the violating Lot owner on written demand of the Association fails or refuses to make the demanded repair or maintenance, the Association is hereby empowered to enter upon the Lot to make the needed maintenance and/or repair, with the cost thereof to be assessed to the Lot owner.


A. The Association may elect to furnish landscape maintenance service to the Lots and Common Lot "A," including all or any lawn cutting, edging, trimming, fertilizing, application of weed killer, trimming of trees and shrubs, weeding of beds, spraying of trees and shrubs, leaf removal, operation, maintenance, repair and replacement of the underground sprinkler system. The Association shall maintain the shoreline of the Lake (hereinafter defined). The cost of providing such services shall be assessed equally among all the Lot owners. The decision by the Association to furnish landscape maintenance to any Lot shall be binding upon the owner of said Lot and the owner of such Lot shall not thereafter interfere with or obstruct in any way the furnishing of landscape maintenance services by the Association to whatever maintenance standards may be determined from time to time by the Association to be appropriate and desirable. The collection of any assessments made pursuant to this paragraph shall be lienable in accordance with the provisions of Paragraph 13 hereof. The Association may, at any time, upon giving ten (10) days' written notice to any Lot owner, terminate its landscape maintenance service to such Lot owner's Lot.

B. The Association may elect to contract for regular weekly refuse pickup for all Lot owners if such service is not provided by the local municipal government on a non-fee basis. If the Association elects to furnish this service, all Lot owners shall comply with the reasonable instructions of the Association with respect to the day and time of pickup, the types of containers to be used, and the location where each Lot owner shall place refuse for pickup. In addition, if the Association elects to furnish this service, the Association shall have the right to enter into an exclusive contract with the provider of the refuse pickup service and to exclude all other providers from servicing the subject Lots.
7. INSURANCE.

A. Each Lot owner shall obtain and at all times maintain insurance for the improvements on his Lot against loss or damage by fire, lightning and such other hazards as are ordinarily insured against in fire and extended coverage policies issued on residential dwellings in Lucas County, Ohio, area in amounts at all times sufficient to prevent the Lot owner from becoming a co-insurer under the terms of any applicable co-insurance clause or provision, and not less than the actual replacement cost of such structure, exclusive of the cost of foundations, footings and excavations, as determined from time to time by the insurer. This insurance:

(i) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a general policyholders rating of at least A, as determined by the then latest edition of Best's Insurance Reports, or its successor guide;

(ii) shall be written so as to designate the other Lot owner in the building and their mortgagee(s) as co-insureds, as their interests may appear, as to a Twin Single;

(iii) unless otherwise determined by the Association, shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and trustees and all other Lot owners; and

(iv) shall provide that the other Lot owner to the Twin Single shall receive no less than thirty (30) days' written notice prior to cancellation and the opportunity to cure defaults and to pay premiums.

B. Each owner of a Twin Single shall provide the other Lot owner in the building with a memorandum copy of other reasonable evidence of the insurance policy so obtained and evidence of premium payment. In the event any Lot owner shall fail to obtain or maintain such insurance in effect, the other Lot owner in the building may obtain the same; and the cost thereof, together with interest at the highest rate thereon then permitted by law, shall immediately upon payment thereof be due and owing by the Lot owner of the Lot for which such insurance was obtained. Failure at any time of a Lot owner to provide evidence of such insurance to the other Lot owner in the building shall be conclusive evidence to such other Lot owner that such insurance is not being maintained and shall entitle such other Lot owner to acquire the same.

8. DAMAGE OR DESTRUCTION. In the event the improvements on a Lot shall suffer damage or destruction, the owner of such Lot shall forthwith repair, restore or reconstruct such damaged improvement. The insurance proceeds payable by reason of
such damage or destruction, subject to the prior rights of any first mortgagee, shall be utilized to pay the cost of repair, restoration or reconstruction shall be made in any event and the deficiency paid by the Lot owner of the Lot on which such improvements were damaged or destroyed. Should such Lot owner fail or refuse after reasonable notice to pay such deficiency or undertake such repair, restoration or reconstruction, the Association, or in the case of a Twin Single the Association or the owner of the other Lot in the building, may undertake the same and the cost thereof, together with interest at the highest rate then permitted by law, shall forthwith be due and owing by the Lot owner failing to undertake such work or pay the cost thereof.


A. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Lots, other than originally constructed by Developer or its designees, nor shall any exterior addition or change or alteration thereto be made, nor shall any exterior colors or type of coating of any building be changed until the written plans and specifications showing the nature, kind, shape, height, materials, color and location have been approved in writing by the Association, which approval shall depend upon the harmony of external design and location in relation to surrounding structures and topography. The garage shall never be converted to other than the use for which it was constructed, unless done by the Developer for temporary model purposes during the initial sales period.

B. Each Lot owner, by acceptance of a deed or other instrument of conveyance to a 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, topography or other characteristics of a Lot or the proposed structure or improvement on such Lot is such that a strict construction or enforcement of the requirements of Quarry Flat One or of any provision of this Declaration would work a hardship, the Developer may, in writing, grant waivers from this Declaration as to such structure or improvement so as to permit the erection of the structure or the making of the improvements.

10. Landscape Control. No trees, shrubs, sod, grass or other landscape feature may be installed on all or any part of any Lot except in accordance with the landscape plan originally installed by Developer herein or its designees, nor shall any originally installed tree, shrub, sod, grass or other landscape feature be removed without replacement of like kind, unless an alternative written landscape plan (including specifications) for such Lot, prepared by a registered landscape architect, has been approved in writing by an authorized officer of the Association, in
which case such alternative landscape plan shall be implemented. Such alternative landscape plan shall bear a legend stating that the landscape architect who prepared the alternative plan has personally inspected the site and considers the alternative plan compatible with the landscape plans on the Lots surrounding the Lot for which the alternative plan was developed.

11. Enforcement. Enforcement of these restrictions may be had by any Lot owner and/or the Association, its successors and assigns, by proceedings at law or in equity or both, against any person or persons violating or attempting to violate any restriction or charge now or hereafter imposed by the provisions of this document; and such proceedings may be had either to restrain violation or enforce compliance or to recover damages, or any or all of them. No failure, however long continued, to object to any violation or to enforce any restriction contained herein shall be deemed a waiver of a right so to do thereafter, as to the same breach or as to one occurring prior or subsequent thereto.

12. Joint and Several Obligations. Each and every obligation of a Lot owner hereunder shall be the joint and several obligation of each owner of a fee-simple interest in that Lot; and any demand, notice or other communication or action given or taken hereunder or pursuant hereto, to or by one of such joint owners, shall be deemed given, taken, or received by all such joint owners.

13. Establishment of Assessment. For the purpose of providing funds to carry out the responsibilities of the Association hereunder, including, without limitation, the landscape maintenance as provided under Paragraph 6 hereof and snow and ice removal from Common Lot "A," the Trustees of the Association shall, prior to January 1 of each year, determine an estimated budget for the following calendar year. The annual assessment chargeable to each Lot shall be equal to the result obtained when the total estimated budget for the calendar year is divided by the total number of Lots receiving services. One-twelfth of each annual assessment shall be due and payable on the first day of each month. Installments of assessments which are unpaid for a period of thirty (30) days after when due shall earn interest at the rate of ten percent (10%) per annum from the due date until paid. The Developer shall be responsible to pay only twenty-five percent (25%) of the assessments charged to or for any Lot owned by the Developer.

14. Establishment of Lien. All assessments, together with interest, shall be a charge and continuing lien upon the Lots in favor of the Association. The Association shall have the right as to assessments that are not paid when due, to file with the Recorder of Lucas County, Ohio, a Notice of Lien describing the amount of the unpaid assessments, the name of the record owner or owners of the Lot, the amount of unpaid interest and costs and signed by an officer of the Association. Each assessment and
interest shall be the joint and several responsibility of the Lot owners at the time the assessment is due and payable. The obligation for delinquent assessments and interest shall not be the obligation of the owner's successor in title to the Lot. The Association shall have the right to pursue the owner or owners of a Lot for unpaid assessments in an action at law, may foreclose the Association's lien according to the law of mortgage foreclosures and may pursue any other right or remedy available at law. The Association shall be entitled to payment of all attorneys' fees incurred by the Association in enforcing its rights and remedies hereunder. If the amount of such assessment lien paid, the Association shall cause a cancellation of such lien to be filed for record with the Recorder of Lucas County, Ohio. The cost of filing such lien and any cancellation thereof shall be borne by the Lot owner. The Association shall have no obligation to continue furnishing services to said Lot until such lien and filing costs have been paid in full. The Association's liens for unpaid assessments against the Lots are subordinate to any duly executed and first mortgage lien against any Lot recorded prior to the Association's Notice of Lien being recorded. The lien contemplated by this paragraph shall be in substantially the following form:

NOTICE OF LIEN

Notice is hereby given that the Villas at the Quarry Homeowners' Association, Inc. claims a lien for unpaid monthly assessments for the months

in the amount of $____________________

against the following described premises:

(Insert Legal Description)

VILLAS AT THE QUARRY HOMEOWNERS' ASSOCIATION, INC.

By:__________________________

STATE OF OHIO |
COUNTY OF ________ |

The foregoing instrument was acknowledged before me this ______ day of ______, ______, by __________________, of Villas at the Quarry Homeowners' Association, Inc., an Ohio nonprofit corporation, on behalf of the corporation.

Notary Public

98 4693C05
15. **Repealability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

16. **Common Lot "A."

A. Each owner of a Lot, in common with each other Lot owner, shall have the non-exclusive right and easement to use Common Lot "A" for all purposes reasonably related to the use and occupancy of each owner's Lot as a single-family residential dwelling. All owners shall use Common Lot "A" in such a manner as will not restrict, interfere or impede with the use of Common Lot "A" or each Lot by other Lot owners. No owner of a Lot shall have the right to use any part of Common Lot "A" for large gatherings or functions without permission of the Association. Notwithstanding the foregoing, the Developer reserves the right to grant written permission for extensions into Common Lot "A" from adjacent residential dwellings, for patios, porches, decks, walkways, driveways, decorative walls, privacy fences, shrubbery and similar items. Furthermore, the use of Common Lot "A" by Lot owners shall be subject to reasonable, uniform rules and regulations adopted from time to time by the Developer or the Association.

B. Developer, its successors and assigns, reserves the right, at any time, and from time to time, to convey fee simple title by quit-claim deed to all or any portion of Common Lot "A" to the Association. The Association shall not be required to accept title to Common Lot "A" until such time as fifty percent (50%) or more of the platted Lots in the Villas at the Quarry are owned of record by persons other than Developer.

C. A portion of a lake is included in Common Lot "A" (the Lake). No Lot owner shall have any right of access or use of the Lake for any reason or purpose. No Lot owner shall cause or permit any discharge or erosion from its Lots into the Lake. Neither the Association nor any Lot owner shall have the right to pump or otherwise draw any water from the Lake, or otherwise control or affect the level or volume of water in the Lake. The Developer and then the Association shall be responsible for any maintenance of the Lake in Common Lot A.

17. **Amendment.**

A. The covenants and restrictions of this document shall run with and bind the land for a term of twenty-five (25) years from the date hereof, after which time they shall be automatically extended for successive periods of ten (10) years each; provided, however, that this document may be terminated or amended at any time by a duly executed and recorded instrument signed by the owners of seventy-five percent (75%) of the Lots.
B. Notwithstanding the foregoing, the Developer herein reserves the right, as long as it owns any portion of the real estate described herein but not longer than five (5) years from the date hereof, to waive, terminate and/or modify any or all of the covenants and restrictions to comply with any requirement, order, decision, statute, regulation, policy or other directive issued by any local, state, federal or other governmental body which includes but is not limited to the Federal Housing Administration, Department of Housing and Urban Development and the Veterans' Administration, which directly or indirectly affects any Lot in said subdivision. The Developer intends that this covenant shall pertain to the land and shall not be deemed a personal covenant. The Developer may enforce this covenant against any subsequent grantees, their heirs, successors and assigns. The Developer does not intend this covenant to negate in any way the purpose of uniform development of said subdivision.

IN WITNESS WHEREOF, Quarry Villas, Ltd., acting by and through its duly authorized manager, has caused this Villas at the Quarry to be executed on its behalf this 26th day of Oct., 1998.

Signed and acknowledged in the presence of:

[Signatures]

QUARRY VILLAS, LTD., an Ohio limited liability company

By: CAVALEAR CORPORATION, an Ohio corporation, its manager

By: G. Russell Weyer, President and CEO

STATE OF OHIO

COUNTY OF LUCAS

The foregoing instrument was acknowledged before me this day of Oct., 1998, by G. Russell Weyer as President and CEO of Cavalear Corporation, an Ohio corporation, as manager of Quarry Villas, Ltd., an Ohio limited liability company, the Developer herein, on behalf of the limited liability company.

[Seal]

Notary Public

This Instrument Prepared By
And When Recorded Return to:
Cavalear Corporation
6444 Monroe Street, Suite A
Sylvania, Ohio 43560
Attn: John L. Glanville

GENE R. ABERGROMBIE
Notary Public, State of Ohio
Commission Has No Expiration
Section 147.23 R.C.
CONSENT OF MORTGAGEE TO DECLARATION

The undersigned, The Fifth Third Bank of Northwestern Ohio, N.A., a national banking association, as mortgagee under the Open-End Mortgage and Security Agreement dated May 5, 1998 and filed for record with the Lucas County Recorder on May 21, 1998 as Mortgage Record No. 98-186401 (the "Mortgage"), hereby consents to the execution and delivery of the foregoing Declaration and to the filing thereof in the office of the Lucas County, Ohio Recorder and further hereby subjects and subordinates the lien of its Mortgage and any and all other provisions of the Mortgage to the Declaration.

IN WITNESS WHEREOF, this Consent of Mortgagee has been signed by the undersigned on this 4th day of November, 1998.

Signed, acknowledged and delivered in the presence of:

Sarah D. Skala
Sarah C. FitzPatrick

By: James J. Rhoads
Title: Vice President

By: Richard C. Cottrell
Title: Assistant Vice President

STATE OF OHIO
COUNTY OF Lucas

The foregoing instrument was acknowledged before me this 5th day of November, 1998 by James J. Rhoads, as Vice President of The Fifth Third Bank of Northwestern Ohio, N.A., a national banking association, on behalf of the association.

Sharon D. Skala
Notary Public

My Commission Expires: 3-6-2001

RECEIVED & RECORDED

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Suerioux
RECORDE, LUCAS COUNTY, OHIO

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