



QUARRY'S EDGE CONDOMINIUM ASSOCIATION HANDBOOK

THIS BOOKLET INCLUDES THE COMMUNITY RULES AND REGULATIONS ADOPTED BY THE QUARRY'S EDGE BOARD OF TRUSTEES. IT CONTAINS SPECIFIC RULES AND REGULATIONS AUTHORIZED BY THE DECLARATION AND THE BYLAWS OF THE QUARRY'S EDGE CONDOMINIUM ASSOCIATION. IT IS SUBJECT TO CHANGE BY ACTION OF THE TRUSTEES.

THIS BOOKLET IS DESIGNED TO ASSIST ALL UNIT OWNERS IN UNDERSTANDING THE RULES AND REGULATIONS UNDER WHICH THE ASSOCIATION OPERATES. WE BELIEVE THAT THESE RULES AND REGULATIONS ARE NECESSARY IN ORDER TO MAINTAIN A HIGH-QUALITY RESIDENTIAL COMMUNITY. THIS COMMUNITY IS INTENDED TO BE PRIMARILY AN OWNER OCCUPIED COMMUNITY.

The Association is governed by: (1) the statutory law of the State of Ohio regulating the creation and operation of condominiums, currently Chapter 5311 of the Revised Code of Ohio; and (2) the Quarry's Edge Condominium Association Declaration and Bylaws.

In the event the Rules and Regulations contained herein conflict with the Condominium Declaration and Bylaws, said Declaration and Bylaws shall take precedence.

Approved 8/21/2018

Includes Changes approved by the Board through July 2018

This handbook replaces and supersedes the handbook dated 10/1/2010 and later amendments .

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COMMUNITY RULES AND REGULATIONS

BOARD OF TRUSTEES

The Board of Trustees has the power and authority under Ohio law and the provisions of the Declaration and Bylaws to govern the operation and management of the Association's affairs. The Board of Trustees shall have the right, power and authority to suspend the voting rights of a Unit Owner (or member) during any period in which they are in default in payment of condominium fees, charges, or any assessment levied by the Association.

The Board of Trustees will consist of 6 members elected by the Unit Owners. The terms of the six Trustees shall be staggered so that the terms of one-third (two) of the Trustees will expire and successors will be elected at each Annual Meeting of the Association. Thereafter, at such annual meetings held in the second calendar quarter of each year, successors to the two Trustees whose terms then expire shall be elected to serve three-year terms. Each Unit shall be entitled to one vote.

PROFESSIONAL MANAGEMENT

Under direction of the Board of Trustees, a professional management company may be employed. Said company will monitor all maintenance activities and is responsible for collecting all monthly assessments from Unit Owners and maintaining all official financial documents.

DECLARATION AND BYLAWS

Every Unit Owner will receive and acknowledge receipt of a copy of the Condominium Declaration and Bylaws at the closing of their unit. The Declaration and Bylaws have provisions which govern the Association. You should acquaint yourself with these documents.

RULES AND REGULATIONS

The Declaration and Bylaws of the Association give the Board of Trustees the power and authority to adopt and publish rules and regulations governing the use of the Common Areas and Limited Common Areas (LCAs) and the personal conduct of Unit Owners, occupants and their guests. The Board of Trustees also has the power and authority to establish and levy enforcement charges for the violations of these Rules and Regulations.

MODIFICATION OF THE RULES AND REGULATIONS

These Rules and Regulations may be amended or modified from time to time, as conditions change, by the Board of Trustees without any prior notification to Unit Owners or prospective Unit Owners who are under contract to close.

FINANCIAL MATTERS

ASSOCIATION DUES:

Each Unit Owner by acceptance of a deed to a Unit agrees to pay fees to the Association for operating assessments (normal condominium fees), special assessments for capital improvements, and special individual unit assessments as deemed necessary by The Board of Trustees. These assessments shall be used exclusively to promote and provide for the health, safety and welfare of Unit Owners and occupants and for the best interests of the Condominium property.

Association dues are payable to the management company hired by the Association on the first of each month. Dues should be sent to the management company address by the 10th of the month. A late charge of \$20.00 will be added to any account delinquent after the tenth of the month. Direct pay for Association dues is available. You may contact the management company directly for information and application materials.

RETURNED CHECKS (NSF):

Any check returned for Non-Sufficient Funds (NSF) will be:

- a. Charged back to the individual's account.
- b. A \$26.00 handling fee will be charged to that account.
- c. Checks will be held until a replacement check has been cleared for payment. **NSF checks will not be redeposited.**

DELINQUENCY POLICY ON FEES AND ASSESSMENTS:

1. Upon ten (10) days delinquency of the association fee, a delinquency notice is sent by the Association and the Unit Owner's account is assessed a \$20.00 late charge per month for each month that the fee/assessment is delinquent.
2. Upon sixty (60) days delinquency, a "pre-lien" letter is sent to the Unit Owner by registered mail. The delinquent Unit Owner is assessed for this notice and the Unit Owner is invoiced monthly until payment is made.
3. A lien is filed when the Unit Owner's account is ninety (90) days delinquent. The delinquent Unit Owner's account is charged for fees incurred when a lien is filed. The Unit Owner will be sent a monthly statement of their delinquent account.
4. If foreclosure is initiated, attorney fees are added to the Unit Owner's account. Any additional costs or attorney fees incurred are added to the delinquent Unit Owner's account and are recouped by the Association after adjudication or settlement.

UTILITIES:

Unit Owners are responsible for maintenance and payment of their own gas, electric, cable television, telephone and for calling to initiate service on the date of possession. Unit Owners are also responsible for water and sewer utilities if billed by the Association.

CONDOMINIUM INSURANCE

The Association’s Board of Trustees has, or will obtain, insurance for all buildings and Common Elements against loss or damage by fire, lightning, and such other perils. The Association’s insurance coverage will not cover built-in or installed improvements and fixtures originally installed in a Unit by the Developer. In addition, the Board of Trustees has, or will obtain, and maintain a policy of general liability insurance covering all of the Common Elements and other areas under the Association's supervision.

It is the Unit Owner's responsibility to obtain insurance for the interior of their Unit and for the contents of their Unit. Since the Association's insurance does not cover permanent improvements and built-in fixtures and equipment originally installed as part of the Unit, then the insurance obtained by the Unit Owner with respect to improvements within his or her Unit should not be limited to "tenants' improvements and betterments" coverage. **All residents should be assured by their Insurance Companies that the “Condominium Owner’s Policy” (aka Condo Insurance) includes and covers replacement of all fixtures attached to the dry wall and floors of their Units including wallpaper and interior paint.** It is also the Unit Owner's responsibility to obtain liability insurance covering occurrences within any individual Unit or that Unit's Limited Common Elements.

This division of liability is in accordance with the **FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF QUARRY'S EDGE VILLAS CONDOMINIUM**, Article XI, INSURANCE LOSSES, approved and certified on the 19th of November, 2015 and recorded by the Lucas County Recorder on the 20th of November, 2015.

INSURANCE ITEM	ASSOCIATION	HOMEOWNER
Building Exterior	●	
Common Area Liability	●	
Structural Components	●	
Interior Liability		●
Personal Property		●
Auto Theft/Damage		●

PROPERTY AREAS

COMMON AREAS

Those portions of the Condominium that are not a part of the Units are called "Common Areas and facilities" under the Condominium Act.

PURPOSE:

The common areas are for the sole and exclusive use, benefit and enjoyment of the residents and are to be used in a manner in which such areas and facilities are ordinarily used. No one should use the Common Areas in such a manner as to disturb others.

DAMAGE:

Unit Owners are responsible for the maintenance and repair resulting from damage to the Common Areas caused by negligent or intentional acts by the Unit Owner, residents of a unit, or guest/invitee of any Unit Owner or resident.

PERSONAL EFFECTS:

All personal property, such as lawn chairs, bicycles, tables etc. must be placed inside the unit or in the garage when not in use.

No signs may be hung, displayed, affixed, or placed on the exterior walls, doors, fences, or roofs. A variance request may be submitted in writing to Quarry's Edge Condominium Association for the Board's consideration to approve or disapprove.

PROHIBITED ITEMS:

The following items, though not all inclusive, will be strictly prohibited in any common area of the Quarry's Edge Community: any type of statue, statuette, yard or lawn ornament, artificial flowers, ornamental rocks or stones, wood burning fire pits, swing sets, mounted hose reels, laundry poles/clothes lines or other such items.

WATERING LAWN AREAS

The Common Area lawns are maintained by a landscaping company hired by the Association. While a Sprinkler System is used to irrigate the Commons Area, Unit Owners should help by watering the grass, trees and shrubs around their unit to help maintain a high quality community during the summer months and bring any problems to the attention of the Association.

LIMITED COMMON AREAS

Portions of the Common areas are reserved for the exclusive use of the owners and occupants of a particular unit. These areas are designated "Limited Common Areas (LCA's)." Since all of the Units, by the nature of their design, do not have rear yards, the LCA appurtenant to each unit will consist of a side yard area and a front yard area including its concrete patio, the concrete pathways, the front porch, the parking spaces in front of the units garage and the flower beds therein contained. A flower bed may be placed outside of the units concrete pathway or patio, but may not extend more than 3 feet into the common area.

COMMUNITY GUIDELINES

CLUBHOUSE RULES

The Association takes pride in providing our residents with a beautiful Clubhouse in which to relax with neighbors, friends, and guests. The Clubhouse is also available for rent to residents for nonprofit events. Be aware the Clubhouse is a nonsmoking facility.

Each Owner will be provided one "pass key" to the Clubhouse at the time of purchase from the developer or seller of the unit. Instructions on its use will be provided at that time. Replacement keys may be purchased. Residents who are renters must obtain the "pass key" from the owner. (8/8/11) Pass keys (or key fobs) are to be returned to the associations professional management company when a unit is sold for transfer to the new owner. A \$50 replacement fee will be charged if the pass key is not returned. (Board resolution 4/17/18.)

These rules and regulations are established to permit any resident of Quarry's Edge to enjoy use of the Clubhouse without infringing upon the privileges of other residents and their guests. The daily, casual use of the Clubhouse for playing Billiards, exercising, watching television or using the pool area, the use of the Clubhouse by a specific resident under the terms of the Rental Agreement, and all other uses of the Clubhouse and Pool Area will be governed by the Rules and Policies set forth below. Rules on use of the pool area are listed later.

GENERAL RULES FOR USE OF THE CLUBHOUSE:

The Clubhouse may only be used by residents of Quarry's Edge. Any guests of residents must be accompanied by a resident.

Each unit is allowed up to seven (7) guests in the Clubhouse without making special arrangements. If more than seven (7) are desired, the Resident must make arrangements to rent the Clubhouse.

Guests must be accompanied by the Resident at all times. Without regard to the number of Residents present, a rental agreement is required if the number of guests exceeds seven (7) persons.

No smoking is allowed in the Clubhouse. There is an area outside of the West door that is designated for smoking. An Outdoor Cigarette Receptacle is provided.

No pets or animals of any kind are permitted in the Clubhouse at any time.

No loud, boisterous, profane, or offensive behavior is permitted.

DO NOT USE the South doors (those facing the Pool Area) for exiting or entering the Clubhouse, except in case of emergency. They are for Emergency Exit Only. An Alarm will sound when opened.

No wet swimsuits are allowed in the Clubhouse, with the exception of rest room access through the exterior Rest Room doors. (8/8/11)

Residents are responsible for cleaning up the Clubhouse after using it.

Residents are responsible for closing and securing the Clubhouse when they leave. Children and guests of residents must be accompanied and supervised by a resident at all times. Cooking/Food: Cooking cannot be allowed in the Clubhouse due to fire laws. The oven and micro-wave are available for warming food. No food, drink, containers or wrappers may be left in the Clubhouse. The Association does not provide for cleaning up after a residents Event.

Alcohol: No one under the age of 21 is allowed to consume any alcohol, anywhere on the Quarry's Edge common area premises, including the Clubhouse.

RENTAL RULES AND REGULATIONS FOR THE CLUBHOUSE

The Clubhouse is available for rent to residents of Quarry's Edge only. The Clubhouse may be rented by any resident on a first- come-first-served basis by scheduling a specific date for their "Event" and filling out the appropriate forms with an Association representative. It is assumed that if the Owner does not specify as to the extent of the use during their Event that all other Owners may have use of the area that is not being rented. **Any resident renting the Clubhouse must be present and is responsible for their guests AT ALL TIMES.**

1. A refundable deposit of \$200 and a rental fee of \$125 per day are required when reserving the Clubhouse.
2. The renting resident will have exclusive use of the Clubhouse not including the exercise room, Association office or Pool. The Association will not furnish any additional party items.
3. **Damages or thefts to the Clubhouse or equipment and any cost incurred for follow up cleaning done by the Association will be deducted from the deposit. If the deposit is insufficient to offset said costs, the renting resident will be billed for the difference.**
 - a. **Renter must contact the Association Representative Resident responsible for checking the condition of the Clubhouse before and after rental.**
 - b. **Any damage or vandalism to plants, etc. in the Common Areas surrounding the Clubhouse will be assessed and charged to the renter.**
4. Clean up and trash removal is the responsibility of the renter.
5. Please advise guests not to park in resident parking areas. Guests must comply with the parking rules of the Association (see Parking/Vehicles, page 13).
6. No loud, boisterous, profane, or offensive behavior is permitted. Also, live or amplified music is not allowed outside the Clubhouse.
7. Pets or animals of any kind are not permitted in the Clubhouse at any time.
8. The Clubhouse is not to be used for private business meetings or any other commercial activities without written permission. Contact Seaway Asset Management for procedures to obtain such permission.
9. Reserving the Clubhouse for use on behalf of any outside organization is prohibited. Deposit forfeiture may result if violation of this rule is determined to be overt.
10. Please be sure that guests depart in such a manner that they do not disturb other residents. Please close and secure the premises, lock all doors by 2:00 AM
11. Only adult residents (age 21 or older) may make reservations at the Clubhouse and must be present at all times during the event.

No resident may make advance reservations for use of the Clubhouse on a weekend (Friday, Saturday or Sunday) more than three (3) times during the calendar year. There is no limit to the number of times a resident may make advanced reservations for use of the Clubhouse on weekdays (Monday through Thursday). The security deposit of \$200.00 is required at least 48 hours prior to the scheduled event.

Reservations are made through and checks shall be made payable to Seaway Asset Management at 419-537-1090.

The seven major holidays (New Years Eve, New Years Day, Memorial Day, Labor Day, Thanksgiving, Christmas Eve and Christmas Day) will be determined by a lottery conducted by Seaway management at the annual meeting. If you would like to reserve the clubhouse on one of these major holidays, please submit your name at the annual meeting. The clubhouse is not available for rent for the 4th of July fireworks.

The Association and Unit Owners shall not be responsible for any articles, personal or otherwise, which are lost, stolen or misplaced by any resident or guest.

No more than sixty-nine (69) people are allowed in the Clubhouse.

Please inform guests not to litter Common Areas (flower beds, visitor parking area, streets, etc.). Such litter or trash may result in forfeiture of the Cleaning Deposit.

QUARRY'S EDGE POOL RULES

The pool is primarily for use by residents. Thus they should have priority for use of chairs, umbrellas, etc. Also, since there is no life guard, residents are responsible for themselves, their families and their guests. Common courtesy can make pool use more enjoyable for all.

The usual limit is two guests per resident unit. But if you have 4 to 7 grandchildren or other close relatives visiting, and few residents are using the pool, the pool may be used. (8/8/11)

The following Pool Rules are posted at the Pool and must be observed at all times...

WARNING:

NO LIFE GUARD ON DUTY

ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK.

Residents and their Guests Only.

Guests must be accompanied by a Resident at all times.

NO ONE MAY SWIM ALONE.

No Animals or Pets.

No Glass or other Breakables.

No Running, Diving or Disruptive Behavior.

No Private Pool Parties.

No Excessive Noise, Splashing or Loud Music.

No Adult sized Rafts or Body Floats.

No Electrical Devices.

Those 12 and under must be with an Adult Resident.

Proper Swim Wear is required at all times.

Incontinent Individuals must wear Leak Proof Garments.

No one with open sores or communicable diseases.

The Pool Area must be kept clean and neat.

All Furniture must be returned to its original location.

Pool Furniture may not be reserved.

Only Furniture provided by the Association is permitted in the Pool Area.

Towels must be used to protect furniture from tanning or body oils.

Wet Swim Wear and Towels are NOT permitted inside the Clubhouse or Exercise Facility.

Any individual causing a nuisance or being disruptive will be asked to leave.

Entrance may be refused to anyone, at any time, for any reason.

The Association reserves the right to revoke any and all pool privileges of residents.

Anyone who abuses their privileges will be fined and/or have their privileges revoked .

PETS

Pet owners are responsible for promptly cleaning up after their animals and disposing of animal waste appropriately. The condominium Common Areas are for the enjoyment of all residents. These areas cannot be fully enjoyed if animal waste is left on the grounds and pets are allowed to run uncontrolled. The following rules clarify the covenants and restrictions of the Association Declaration and Bylaws:

1. Pet owners may be assessed an enforcement charge for violation of these policies. (pets may be ejected at the discretion of the Board of Trustees if they become a nuisance.)
2. All dogs must be on a leash/lead when on the Common Areas or Limited Common Areas, except that dogs are not required to be on a leash/lead that are within the borders of a pet containment (“invisible”) fence. Dogs, when outdoors, and notwithstanding the use of a pet containment fence, must be accompanied by an owner. (9/20/13)
3. The installation of a pet containment (“invisible”) fence is prohibited after August 20, 2013. Such fences installed prior to that date must be disabled upon sale of the unit. Owners of such fences installed before August 20, 2013 are required to inform prospective buyers of their unit that the containment fence will be disabled, all controls and above ground wires removed and that the containment fence cannot be used by future owners. (9/20/13)
4. Common Areas and Limited Common Areas must be kept clean and free of pet waste.
5. No animal pens or houses are permitted in Common Areas or Limited Common Areas.
6. Unit Owners will be assessed the actual cost for grounds maintenance personnel to clean up after the Unit Owner's or resident's pet(s).
7. The cost of repairing damage done to the Common Areas and Limited Common Areas by a pet(s) will be a special individual unit assessment against the Owner of the unit responsible for the pet that caused the damage.
8. Animal waste must be cleaned up immediately. Unit Owners consistently failing to clean up after their animals may be faced with removal of the offending animal from the condominium property upon written notice by the Board of Trustees.
9. Unit Owners and residents will be required to take action to prevent their pets from annoying others and being a nuisance.
10. No pet shall be tethered outside in the Common Area or Limited Common Areas.
11. No pets are permitted in the Clubhouse.

PARKING/VEHICLES

1. RESIDENTS must park: (a) within their garage; or (b) on their driveway within the Limited Common Area in front of the garage door.
2. GUESTS must park: (a) within the garage; (b) on the driveway within the Limited Common Area in front of the garage door; (c) in spaces in front of the Clubhouse; or (d) temporarily on the streets if any of the above are not available, subject to the No Parking rules.
3. **Please obey No Parking Signs.** Parking is not permitted on the **entire length** of the following to allow access of emergency vehicles:
 - a) The West side of Quarry's Edge Lane,
 - b) the South side of Ledgestone, and
 - c) the North side of Fossil.
4. Parking is prohibited on any lawn areas.

Temporary parking for guests is allowed on the side drives and on the streets in such a manner as not to block any resident's access to and from the garage or street. Regular or continuous parking by residents on the side drives or in the street is prohibited.

DO NOT PARK with two wheels on the grass next to a street or driveway. This causes Sprinkler Heads to be damaged.

No boats, trailers, motor homes, trucks (larger than 3/4 ton pickup), travel trailers, or any vehicle with commercial advertising may be parked on any street or driveway (Limited Common Area) overnight. Other vehicles used for recreation (van conversions/RV's) not garagable will be permitted to park in the driveway (Limited Common Area) in front of the garage for 24 hours to allow for loading or unloading. Said vehicles must not block normal access (ingress or egress) of other residents. Commercial moving vans that are conducting business and commercial trucks that are in the area to perform service or repair work are the authorized exceptions.

Inoperable vehicles (flat tires, expired license, etc.) or vehicles that appear to be abandoned, which are parked in any Common Area or Limited Common Area for more than 48 consecutive hours may be towed off the premises at the vehicle owner's expense without warning. No repair work is permitted on vehicles in the Limited Common Areas or Common Areas except for short term emergency work (flat tires, battery change, etc.).

OUR SPEED LIMIT IS 14 Miles per Hour. Reckless operation, excessive speed and parking or driving on the lawn is prohibited and may result in fines.

TRASH COLLECTION

1. Trash containers may NOT be set out before 5:00 PM on the day preceding collection.
2. Containers must be put away as soon as possible and not later than 9:00 p.m. on the day of collection.
3. All trash for collection must be set out at the main street next to the curb. Heavy garbage trucks driving or backing into the side drives and over curbs may cause damage that the Association will have to repair at a later date.
4. Residents will be responsible for cleaning up trash spillage from their containers.
5. Trash containers, when not set out for collection, must be kept inside the garage. **TUESDAY is trash collection day.** Any week with a legal holiday will cause the trash collection to be moved to the next day for that week only. Trash is NOT collected on New Years Day, 4th of July, Thanksgiving and Christmas. Trash collection on the Tuesdays following Memorial and Labor Days will still be on Tuesday but later than usual.
6. During periods of heavy snowfall, please place your container at the curb as late as possible to allow maximum access for snow plows (the snow removal service will not move your container nor will the waste collector shovel it out.)

GARAGE DOORS

In order to maintain an orderly and harmonious appearance and for safety and security, garage doors are to be kept closed when the garage is not in use.

MAINTENANCE AND REPAIR

The Association shall maintain, repair and replace all improvements constituting a part of the Common Areas, including the Limited Common Areas, and including but not limited to utility facilities serving more than one Unit, utility lines in the Common Areas, lawns, shrubs, trees, walkways, drives, parking areas, fireplace stacks, liners and chimneys, and the structural portions and exterior portions of all buildings and improvements which are a part of the Common Areas, including the Limited Common Areas, and that do not constitute part of a Unit, provided that

the Association shall not be responsible for the cleaning and housekeeping of Limited Common Areas or components thereof, nor for the removal of snow and ice from the Limited Common Areas or components thereof.

The Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements that are a part of the Common Areas, including the Limited Common Areas. Except to the extent, if any, that a loss is covered by insurance maintained by the Association, the Association shall not have responsibility to repair or maintain any Unit, or

component thereof, or personal property within a Unit.

Each Unit owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit owner, and perform cleaning and housekeeping with respect to Limited Common Areas appurtenant to that owner's Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility of a Unit owner shall include repair, maintenance and replacement of all windows, screens and doors and the hardware thereof. In the event a Unit owner shall fail to make a repair or perform maintenance required of that Unit owner, or in the event the need for maintenance or repair of any part of the Common Areas or Limited Common Areas is caused by the negligent or intentional act of any Unit owner or occupant, or is as a result of the failure of any Unit owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the cost thereof shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by that Unit owner and on that Unit owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board. Please refer to page 25 for a checklist of common maintenance responsibilities.

EXTERIOR ALTERATIONS

No alterations may be made to the exterior surface of the building, nor may any trees or shrubs be planted, transplanted or removed without prior written approval of the Board of Trustees.

STORM DOORS:

Storm doors must be Full View Glass or Full View Glass (Split) with a retractable screen.

The general models should look like this  or this  , but NOT like this .

The preferred color is white. However, residents may choose to install a door with a color that matches the original red or green door to their condo. (7/19/11)

WINDOWS AND WINDOW COVERINGS:

Appropriate window coverings, whether draperies, blinds (vertical or horizontal) or valances must be white, off white, beige, or a similar shade on the exterior side. All window coverings must be of a kind that are manufactured or made specifically for that purpose.

SIGNS:

No sign of any kind shall be displayed in the public view on the Condominium Property except:
(i) in the Common Areas, signs regarding and regulating the use of the Common Areas, provided they are approved by the Board;
(ii) on the interior side of the window of a Unit, one professionally prepared sign not in excess of

four square feet in size, advertising the Unit for sale or rent; and

(iii) a single sign (no more than 1 foot square) designating the presence of a Security System in that Unit may be placed in the Limited Commons Area adjacent to the Unit.

OTHER EXTERIOR ITEMS:

Any other exterior items not covered under the foregoing guidelines must be approved by the Board of Trustees in advance of installation.

ARCHITECTURAL CONTROL

No modifications, changes, additions, or alterations to the exterior of the unit buildings, Common Areas and Limited Common Areas may be made without prior approval of the Board of Trustees of the Association **including Patios and Patio Fences**. Variance applications are available from Seaway Asset Management. Requests must be submitted **in writing** to Quarry's Edge Condominium Association. No work may begin until the Applicant receives approval from the Association, also in writing.

Impairment of Structural Integrity of Buildings: Nothing shall be done in or to any unit nor in or onto the Common Areas and facilities which would impair the structural integrity or would structurally change any of the buildings.

ARCHITECTURAL REGULATIONS

It is the intent of the Board that Quarry's Edge will be a community that from an architectural and landscaping appearance will present to its residents as well as guests and visiting public an impression of a tasteful, appealing, well maintained and desirable place to live. Nothing in these Regulations is meant to restrict the artistic taste of the owners, provided that nothing is overdone, not maintained, or inconsistent with the overall appearance of the Community.

The Board recognizes that the owners may desire to put their artistic personal stamp on their units as expressed in the landscaping in the Limited Common Areas. However, there is a reasonable limit to what constitutes community consistency and what borders on overdone plantings or overuse of garden statues and other non-organic ornaments.

Further, only plants, and/or flowers, landscape lights, statuary and fountains (not to exceed 36 inches in height), or small decorative items may be installed in the LCA between the concrete walkways and the Condo exterior wall or within the LCA landscaping beds. Clutter and mismatched items of outdoor furniture that are visible from the roadways are not permitted.

No building, fence, walls, signs or other structures or improvements shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative or

representatives, in its or their sole and unfettered discretion. Nothing visible to the exterior shall be permitted to be hung, placed, displayed or maintained in Limited Common Areas unless approved, in writing, by the Board or its designated representative or representatives, in its or their sole and unfettered discretion, or unless the same is authorized by existing rule or regulation adopted by the Board. Notwithstanding any repair or maintenance provision contained herein to the contrary, the Board may require, as a condition to approval, that the responsibility for repairing and maintaining the addition or improvement shall be the responsibility of the requesting Unit owner and all future owners of that Unit.

POSTS:

No more than 5 Posts or Sheppard's Hooks for hanging plants are permitted in the LCA. Any hanging flower pot that does not have a survivable plant must be removed during the winter months. The post may only be placed within the Limited Commons Area. The post(s) shall not exceed 7 feet in height. The post(s) may be black or painted or stained to match the exterior building trim.

ELECTRIC INSECT KILLERS:

Electric insect killers are prohibited within the community.

BIRD FEEDERS AND BIRD HOUSES:

Residents who wish to have bird feeders, will be responsible for keeping them clean and for picking up any debris which falls to the ground.

Free standing bird houses are permitted within the boundaries of the Limited Common Areas and should not exceed 6 inches wide and 18 inches high.

FLOWER POTS:

a) A reasonable number of flower pots may be placed on the front porch, patio and mulched areas. Said pots will not exceed 24 inches in height or diameter. They must be maintained during the growing season. Decorative glazed pots may be left in place all year long. Terra cotta pots must be stored during the winter months.

b) Flower pots may not be hung from the soffits or from the gutters.

FLOWERS:

- a) Flowers may be planted and maintained inside existing mulched areas.
- b) Maintenance of the flowers installed by the homeowner or resident is the responsibility of the resident and dead plants are to be removed at the end of their season. Annuals which are not maintained during the growing season and become unsightly will be removed by the Association and the Unit Owner will be billed for removal.
- c) Vegetable gardens are allowed in the backyard area within the confines of the Limited Common Area for each unit and are to be planted in an already established mulched bed or in pots. Such gardens must be maintained during the growing season and removed at the end of the growing season. Any variance from the vegetable garden rule must be approved in writing. Contact Seaway Asset Management for variance information and procedures.

HOSE REELS/HOSES

- a) Unit Owners' hose reels and hoses must be stored out of sight when not in use and must be stored inside for the winter.

LANDSCAPE LIGHTS (GROUND LIGHTS):

Walkway lights to illuminate the pathway at night are permitted and must be maintained in appearance.

FLAGS

- a) One U.S. flag may be flown adhering to normal flag protocol. Flags may be only be flown from holders attached to a patio fence or from flag poles located within the Limited Commons Area of that Unit and not exceeding the height of the nearest roof peak.
- b) College or professional team flags may be flown on game day during the appropriate season.
- c) Flags and/or Flag Poles may NOT be attached to any building exterior.

HOLIDAY DECORATIONS:

- a) Christmas lights and decorations are permitted to be placed in the Common Areas, Limited Common Areas, and/or building exteriors provided that the installation of the decorations do not damage Common Area and Limited Common Area trees, building roofs, gutters or siding. They may be displayed after Thanksgiving Day, and must be removed no later than January 15th of the following year.
- b) Other holiday decorations are permitted under the same guidelines, and may not be displayed more than one week before or one week after the holiday.

EXTERIOR ALTERATIONS:

(This list is not intended to be all inclusive):

ITEM	PROHIBITED	APPROVAL REQUIRED
Awnings	•	
Canopies	•	
Shutters	•†	
Decks	•	
Flower Boxes		•
Exterior Lighting		•
Hot Tubs		•

† - Note: Existing Shutters may remain and are maintained by the Association. No new or replacement shutters are permitted.

LANDSCAPE CHANGES/ADDITIONS

If you are interested in adding trees, shrubs or any other permanent landscape material in the Common Areas and/or the Limited Common Areas, **detailed plans must be submitted in advance for written approval.** Contact Quarry's Edge Condominium Association for information and procedures. Changes made without written approval will be returned to their original condition at the Owner's expense.

SOLICITATION, ESTATE AND GARAGE SALES

Solicitation is not permitted within the Association.

Garage and Tag Sales are specifically prohibited, due to restricted parking availability, unless approved by the Association as a community activity. Contact the Association for details..

Estate Sales are permitted, providing prior approval is obtained from the Association. The following rules apply to estate sales:

We recommend a professional company be used for liability reasons.

Sale cannot run more than 3 days consecutively.

Sale Items may not be brought into the Unit from other outside sources.

Professional looking signs permitted during hours of sale only.

Hours of sale are between 11:00AM and 4:00PM only.

Vehicles must not block the driveways or mailboxes. (Illegally parked vehicles will be towed at owner's expense.)

Sale must be held inside the home and/or garage. No yard type sales are allowed. (5/15/12)

OTHER

RENTAL/LEASING

The Board, pursuant to its authority as granted hereunder, limits the number of Units that may be Leased or Rented to no more than ten percent (10%) of the now existing Units in the Condominium. However, in cases of hardship, variances may be granted subject to negotiated terms and conditions. In an effort to maintain the high standards of the Condominium, it is the intention of the Board to reduce the number of rentals to zero as the ownership of rented Units passes to new owners.

Units currently not rented may NOT be rented by their owner without the express written permission of the Board and then only, at the sole discretion of the Board under hardship conditions.

In accordance with Article 3 § (g) of the Condominium Declaration dated 22 November 2002...

No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as:

- i. Rental for any period of less than thirty (30) days;
- 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, busboy service, and similar services; or
- iii. Rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be less than an entire Unit.
- iv.

The Rental Agreement Form must be approved by the Board. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium organizational documents and lawful rules and regulations shall be a default under the lease.

Prior to the commencement of the term of a lease the Unit owner shall notify the Board, in writing, of the name or names of the tenant or tenants and the time during which the lease term shall be in effect. In addition, in order to assure that the Condominium, from time to time, meets the requirements of institutional first mortgagees and institutional and governmental agency guarantors and mortgage insurers necessary to qualify buyers and owners and/or the Condominium for owner-occupant residential financing, and to maintain the character of the Condominium as primarily a housing community for owner-occupants, **the Board, from time to time, may adopt rules limiting or restricting the number of Units in the Condominium that may be rented**, provided, that no such rule shall limit or restrict the right of:

- i. an institutional first mortgagee, insurer, or guarantor which takes title to a Unit by deed in lieu of foreclosure, or a purchaser at a foreclosure sale, or the immediate successor in title to the Unit of that institutional first mortgagee, guarantor or purchaser, to rent the Unit(s) so acquired, or
- ii. Developer, or Developer's assignee who becomes a successor developer of the Condominium, to rent a Unit or Units owned by Developer or such successor. (3/15/11)

Furthermore, each lease shall contain the following ADDENDUM TO LEASE and said addendum shall take precedence over any and all terms of the main lease document ...

ADDENDUM TO LEASE

This Addendum is incorporated by reference and made a part of a certain lease between:

LESSEE(S) (All as listed on Lease)

And:

LESSOR(S) (All as listed on Lease)

For a property located in Quarry’s Edge Condominiums at:

_____.

It is understood between the parties hereto that the lessee(s) have been provided with the Condominiums Rules and Regulations including, but not limited to the Rules pertaining to the use of the Clubhouse and Pool and that the lessee(s) have read them and understand that they are bound by these Rules and Regulations. All parties to this Addendum shall also be bound by its terms and conditions without regard to any terms of the main Lease Agreement.

If a lessee is assessed a fine for the violation of an Association Rule as set forth in the Rules of the Association and fails to make payment, the Lessor will be deemed responsible for payment.

By entering into a lease agreement the Lessee is accepting and agrees to conform to the association Rules and is bound by these rules as are all of the Owners, their families and guests. In return for the privilege of having the option to lease a unit, the Owner of that Unit assumes responsibility for the actions of his/hers Lessee’s. (7/19/11)

Further, the parties understand that this lease is subject to cancellation by the Board of Directors of the Condominium Association if the parties hereto are found to be in violation of said Rules and Regulations and the Lessee(s) may be subject to eviction.

LESSEE(S) Dated: _____

LESSOR(S) Dated: _____

RESIDENTIAL USE

Except as otherwise specifically provided in the Declaration, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no Unit may be used as a rooming house, group home, commercial foster home, or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit), making professional telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions.

COMMON WALLS

The cost of reasonable repair and maintenance of a common wall shall be shared by the Unit Owners who make use of a common wall, except when the need for such repair is caused by or results from the negligent or willful act of one Unit owner, then the negligent Unit Owner shall be solely responsible for the cost of such repair and maintenance.

OFFENSIVE ACTIVITY

No noxious or offensive activity shall be conducted in any Unit, or upon the Common or Limited Common Areas, nor shall any unit be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant.

MOVING RESPONSIBILITIES

If you are moving it is very important to contact Quarry's Edge Condominium Association to inform them of the new owner of record. It is the Unit Owner's responsibility to make certain all condominium dues are current. It is also the Unit Owner's responsibility to give the Association's Declaration and Bylaws to the new owners and this copy of Quarry's Edge Condominium Community Rules and Regulations. Similarly, any Key Fobs and Garage Door Remotes must be returned to Seaway Asset Management prior to closing escrow on the Unit.

“DISH” TV RECEIVERS

Federal FCC rules as they apply to Condominiums permit the installation of TV antennas and wireless Dish receptors **only** in “Limited Common Areas.”

In Quarry’s Edge, Limited Common Areas consist only of patios and flower beds that lie between the concrete walkways and the outer walls of each Condominium unit. Any and all antennas and Dish receptors are prohibited in the Common Areas. Since the Association is responsible for repairs to all roof and outer side walls of each condo

unit, those structures are considered Common Areas.

With these Federal Regulations in mind, the Board will permit ONE Dish TV receptors to be installed on the roof of a Unit, but will not be responsible for or repair any damage caused by the installation, use or removal of such receptors. Owners are cautioned, however, to NOT remove the lowest attachment plate and screws attaching the receptor to the roof in order to minimize the possibility of damage to the roofs and thereby, leakage.

No pole installations are permitted.

Installation of a second receptor will only be permitted for certain foreign TV signal reception at the sole discretion of the Board. Prior approval must be sought in writing. (6/12/18)

RULES ENFORCEMENT

It is the responsibility of the Board of Trustees to establish and enforce these Rules and Regulations.

When the first violation of a rule is cited, a warning letter is sent to the Unit Owner. Any violation of the same rule within a 12 month period shall be treated as a second (or subsequent) violation. Upon the occasion of a second violation of the same rule(s) following the first warning, or when the initial violation remains uncorrected after a deadline cited in the original warning letter, an enforcement charge may assessed to the owner's condo fee account. Subsequent violations, may be subject to a DAILY enforcement charge until corrections are made.

Any resident wishing to dispute a cited violation is entitled to a hearing with the Board of Trustees if prior reconciliation is not successful. Please see Exhibit A for Dispute Resolution Procedures.

Any resident of Quarry's Edge may file a complaint citing a violation of these Rules and Regulations. A letter or the Formal Complaint Form (see attached Complaint Form) should be signed and delivered to the Board of Trustees. The complaint will be investigated and processed for further action.

Any costs associated with corrective actions taken to correct cited violations will be the sole responsibility of the Unit Owner along with any administrative costs incurred by the Association to correct said problems. All such charges and costs will be added to the Unit Owner's account.

TELEPHONE NUMBERS

MANAGEMENT COMPANY

Seaway Asset Management.....(419) 537-1090
(Attn. Dave Brown ext-15)
210 W. Wayne Street
Maumee, Ohio 43537

POLICE/FIRE DEPARTMENT

Emergency..... 911

Police - Non-emergency(419) 885-8900

Fire - Non-emergency (419) 882-0022

TRASH COLLECTION

All Star Disposal & Recycling (419)214-0430
or (734)850-9500

CHECKLIST OF COMMON MAINTENANCE RESPONSIBILITIES

PROBLEM		OWNER	ASSOC
Chimney:	Vents & Dampers within units	•	
Exterior:	Exterior Siding, Exposed Flue, Flashing		•
Doors:	Weather-Stripping, Storms & Screens	•	
Doors:	Garage & Entry (Painting, Repair And Replacement)	•	
Heating & Air Conditioning System (Including all Plumbing & Ducts)		•	
Landscape:	Care & Replacement Of Patio Shrubbery/Plantings Installed By Homeowner	•	
	Care Of Lawns, Shrubbery, Trees (Not Installed by Homeowner)		•
Patio & Walk:	Replacement & Structural Maintenance		
	Installed by Owner	•	
	Installed by Association		•
Plumbing:	Interior Personal - Gas, Water, Sewer - Serving One Unit	•	
	Serving More than One Unit		•
Property Damage within a Unit		•	
Walls:	Interior Maintenance -- Paint, Wallpaper, etc.	•	
	Exterior Structural Maintenance - Drywall & Outward.		•
Windows:	Frames, Glass, Screens & Storms	•	
Wiring:	Interior Electrical, Media Cables & Telephone – Servicing One Unit	•	
Foundation Walls & Footers + Drains serving more than one Unit			•
Garages:	Structural Maintenance, Siding, Trim		•
Light Fixtures:	Exterior (Installed On Building) And Light Bulbs	•	
	Post Lights		•
Painting:	Entry and Garage Doors	•	
	Building Exterior & Exterior Color Selection		•
Road & Parking Area Pavement			•
Roofs:	Sheeting, Shingles, Flashing, Gutters, Downspouts		•
	Downspout Extensions	•	
Snow Removal:	Roads, Driveways		•
	Walks, Front Stoops & Patios	•	

Note: This list is not intended to be all inclusive. Please call Seaway Asset Management at (419) 537-4279 for additional information and clarification.

FORMAL COMPLAINT

VIOLATOR(S): NAME

_____ (Please Print)

_____ (Please Print)

ADDRESS:

_____ (Please Print)

VIOLATION(S): (describe nature, location, time, date, etc.)

Complainant Name _____

(Please Print)

Complainant Address _____

(Please Print)

Complainant Signature _____ Date: _____

EXTERIOR BUILDING ALTERATION APPLICATION

To expedite the approval process, please provide specific information about the exterior alterations that you would like to make. Include diagrams of the proposed changes. (Please Print All Information)

Your Name: _____

Your Address: _____

Proposed Alterations/Changes:

Your Daytime Telephone: _____

Please check the improvement / alterations that you are requesting:

<input type="checkbox"/> Deck or Patio	<input type="checkbox"/> Exterior Lighting	<input type="checkbox"/> Exterior Painting
<input type="checkbox"/> Storm Door	<input type="checkbox"/> Statuary or Planter	<input type="checkbox"/> Trellis or Fencing
<input type="checkbox"/> Satellite Dish	<input type="checkbox"/> Glass block window	<input type="checkbox"/> Other

Explain Other: _____

Please check one of the following:

I will do the work myself. A professional will do the work.

Name & Phone of Contractor: _____

Is the Contractor... Licensed? Bonded? Insured?

Estimated start date: _____ Estimated completion date: _____

EXHIBIT A - Dispute Resolution Procedure

ENFORCEMENT PROCEDURES

The enforcement of the Condominium Association Rules and Regulations and of the Covenants and Bylaws of the Condominium Association, other than with respect to assessment collection, shall be pursuant to the following, provided that nothing contained herein shall limit any remedy the Association or any member may have under law or pursuant to the provisions of those documents:

A. ALLEGATIONS

An allegation of an infraction of the Covenants, Bylaws and Rules and Regulations shall be handled in the following manner:

1. Discuss the problem with the other Unit Owner who is involved, so as to come to an agreeable solution.
2. Discuss an unresolved problem with a Member of the Board or their designee (Management Company) to seek a resolution.
3. File a written statement/report with the Board of Trustees , i.e. addressing the communication to a Member of the Board and (a) mailing it or (b) delivering it to a Member of the Board.

B. RECONCILIATION

Upon receipt of such report, the Board or Management Company (henceforth termed Manager) or designee shall approach both parties and attempt to reconcile the alleged infraction. If practical, attempted reconciliation shall take place within ten (10) days of the date of receipt of the statement/report.

C. HEARINGS

1. Reason For and Date of Hearing.

If reconciliation is not successful, the Board, Manager or designee shall notify all parties involved of the date, time and place of a hearing before the Board, Manager, or its designee, and the reasons for the hearing. Such hearing shall be held no later than fifteen (15) days after the reconciliation attempt.

- a. The hearing shall be convened by the Board, Manager or designee.
- b. The alleged violator shall be given the opportunity to reply to the statement/report.

- c. At such hearing all parties shall be entitled to present evidence or testimony that is relevant to the allegation. It shall be the function of the Board President or designee to determine relevance.
 - d. All parties shall have the absolute right to cross examine witnesses and offer rebuttal evidence.
 - e. The Board may direct pertinent questions toward any of the parties concerned.
 - f. Each concerned party shall be allowed to make a brief, pertinent, final statement at the hearing before a decision is made about the allegations in the report.
 - g. The Board or Manager may limit the time allowed for speakers.
- 2. Extension of Hearing.** One postponement may be granted, not to exceed ten (10) additional days, if adequately justified by either concerned party.

D. DISMISSAL OF ALLEGATION

Any or all of the allegations reported may be dismissed for the following reasons:

- 1. The allegation is not of an action that is prohibited by the Covenants, Bylaws, or the Rules and Regulations.
- 2. The reporting party does not appear and remain present for the entire hearing.
- 3. The report appears to be frivolous, malicious, or not in the best interests of the Owners and/or the Association.

E. SANCTIONS

After a decision is made on all allegations, the Board shall determine the sanction(s) to be imposed (if any) by reason of the violation.

1. Administrative Charges.

An administration charge of \$50 shall be imposed on the violator for each hearing held at which it is determined that the offense was committed, regardless of the number of allegations or reports considered at said hearing, or on the reporter, if no violation is found. The Unit Owner is ultimately responsible for any administration charge.

- a. The Board may suspend a charge if it determines that the charge would not be fair under the circumstances.

- b. The administration charge shall be due and payable to the Association within five (5) days after the mailing of the notification of the findings to the violator and the reporter.
- c. The levying of any administration charge shall not relieve any party of liability for damage that might have resulted from any violation.

2. Suspension of Voting Privileges

- a. Shall be effective immediately upon imposition and shall remain in effect for the longer of (i) the time the administration charge (including damage costs) remains unpaid, or (ii) the time when the violation has been cured.
- b. May be imposed for all units owned by the violator or reporter, regardless of the number of units involved in the violation.
- c. May be enforced by the Board using any legal means available.

3. Legal Action

The imposition of any other sanction shall not limit the right of Board of Trustees of the Quarry's Edge Condominium Association at any time to seek and obtain such remedies as may be available by law for such violation.

F. NOTIFICATION OF FINDINGS

Within a reasonable period of time after a hearing not to exceed seven (7) days, the Manager shall mail a written notification to the (alleged) violator and the reporter, stating (1) the exact findings on each allegation and (2) the exact sanction(s) imposed if any.

PROCEDURE FOR RENTING THE CLUBHOUSE

The use of the clubhouse shall be regulated by the RENTAL RULES AND REGULATIONS FOR THE CLUBHOUSE as stated previously in this Handbook.

Call Seaway Asset Management at 419-537-1090 to reserve the clubhouse

Please have a second choice in case your original date is already reserved.

The deposit (\$200) and the rental fee (\$125) must be paid before the event takes place. Until the fees and deposit are paid and time of use acknowledged by the Manager, the clubhouse has not been reserved or rented and is available to all other residents. Make checks payable to Quarry's Edge and mail to Seaway. If, by chance, you use the clubhouse without paying the fees, your ability to rent the space will be denied for one full year.

When renting the clubhouse, the swimming pool and outside common areas are not included.

There will be walk thru with a board member appointee before and after the event. If there is any damage or breakage, a percent of the deposit will be withheld depending on the severity of the damage and what attempts were made to rectify the situation. The seven major holidays (New Year's, New Year's Eve, Memorial Day, Labor Day, Thanksgiving, Christmas Eve and Christmas Day) will be determined by a lottery conducted by Seaway Management at the annual meeting. If you would like to reserve on one of these major holidays, please submit your name at the annual meeting.

The clubhouse is not available for rent for the July 4th fireworks.

The clubhouse must be cleaned and vacated by 2 AM. If you are unable to complete the cleaning by then, come back the next morning to finish.

The deposit of \$200 will be forfeited if an owner or their guest is observed tossing stones in the pond or yard area.

A resident may only rent the clubhouse for three weekends per year. The clubhouse may only be rented by a resident for their use and the resident must be present at all times.

I have read the rules noted above, as well as the section on clubhouse rules in the Quarry's Edge Association Handbook, and agree to follow them:

Owner's Signature _____

Date _____