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Harbour Island Boathouse Condominium No. 1  
C&C - 12/9/83 - 5:00 p.m.

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HARBOUR ISLAND BOATHOUSE CONDOMINIUM NO. 1

DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Declaration and By-Laws, together with Drawings, attached as Exhibits thereto, were filed in the Office of the County Auditor, Erie County, Ohio, on February 6, 1985.

By: Chasene D. [Signature]  
Deputy Auditor

This Instrument Prepared By:

William J. Ockington, Esq.  
CSANK & CSANK CO., L.P.A.  
Attorneys at Law  
55 Public Square - Suite 1700  
Cleveland, Ohio 44113  
(216) 589-5600

DECLARATION OF CONDOMINIUM OWNERSHIP  
WITH BYLAWS  
EASEMENTS, RESTRICTIONS, AND COVENANTS

Harbour Island Boathouse Condominium No. 1  
C&C - 12/5/83 - 5:00 p.m.

DECLARATION OF CONDOMINIUM OWNERSHIP

OF

HARBOUR ISLAND BOATHOUSE CONDOMINIUM NO. 1

TABLE OF CONTENTS

PREAMBLES .....	1
ARTICLE I LEGAL DESCRIPTION AND DEFINITIONS .....	1
A. Legal Description .....	1
B. Definitions .....	1
ARTICLE II ESTABLISHMENT OF CONDOMINIUM AND DIVISION OF CONDOMINIUM PROPERTY .....	3
ARTICLE III NAME .....	3
ARTICLE IV GENERAL DESCRIPTION OF CONDOMINIUM PROPERTY .....	3
ARTICLE V DESCRIPTION OF UNITS .....	5
ARTICLE VI COMMON AREAS AND FACILITIES .....	5
A. Description .....	5
B. Ownership of Common Elements .....	5
C. Partition .....	6
D. Use of Common Areas and Facilities .....	6
E. Use of Limited Common Areas and Facilities .....	6
ARTICLE VII UNIT OWNERS' ASSOCIATION .....	7
A. Unit Owners' Association .....	7
B. Administration of Condominium Property .....	7
C. Arbitration .....	7
ARTICLE VIII MANAGEMENT, REPAIR, ALTERATIONS AND IMPROVEMENTS .....	7
A. Warranties .....	7
B. Responsibilities of Association .....	8
C. Maintenance of Units .....	8
1. By the Association .....	8
2. By Each Owner .....	9

Harbour Island Boathouse Condominium No. 1  
C&C - 12/5/83 - 5:00 p.m.

- D. Construction Defects ..... 9
- E. Effect of Insurance or Construction Guarantees ..... 9
- F. Separate Mortgages of Units ..... 9
- G. Separate Real Estate Taxes ..... 9
  
- ARTICLE IX COMMON EXPENSES AND ASSESSMENTS ..... 10
  - A. General ..... 10
  - B. Utilities ..... 10
  - C. Division of Common Profits and Common Expenses ..... 10
  - D. Harbour Association ..... 10
  - E. Lien of Association ..... 10
  - F. Priority of Association's Lien ..... 11
  - G. Dispute as to Common Expenses ..... 11
  - H. Non-Liability of Foreclosure Sale Purchaser  
for Past Due Common Expenses ..... 11
  - I. Liability for Assessments Upon Voluntary  
Conveyance ..... 11
  
- ARTICLE X EASEMENTS ..... 12
  - A. Encroachments ..... 12
  - B. Easement for Services ..... 12
  - C. Maintenance Easements ..... 12
  - D. Easements for Certain Utilities and Ingress  
and Egress to the Property ..... 12
  - E. Easements Through Walls Within Units ..... 12
  - F. Easements to Run With Land ..... 13
  - G. Reference to Easements in Deeds ..... 13
  
- ARTICLE XI COVENANTS AND RESTRICTIONS AS TO USE AND  
OCCUPANCY ..... 13
  - A. Purpose of Property ..... 13
  - B. Obstructions of Common Elements ..... 13
  - C. Hazardous Uses and Waste ..... 13
  - D. Exterior Exposure of Building ..... 14
  - E. Pets ..... 14
  - F. Nuisances ..... 14
  - G. Impairment of Structural Integrity of Building ..... 14
  - H. Lounging or Storage in Common Elements ..... 14
  - I. Laundry or Rubbish in Common Elements ..... 14
  - J. Prohibited Activities and Signs ..... 14
  - K. Alterations of Common Elements ..... 14
  
- ARTICLE XII RENTAL OF UNITS ..... 15
  
- ARTICLE XIII INSURANCE AND RECONSTRUCTION ..... 15
  - A. Authority to Purchase ..... 15
  - B. Unit Owners' Insurance ..... 16

Harbour Island Boathouse Condominium No. 1  
 C&C - 12/5/83 - 5:00 p.m.

C.	Coverage .....	16
D.	Insurance Trustee - Distribution of Proceeds .....	17
E.	Responsibility for Reconstruction or Repair .....	17
1.	Unit Owner's .....	17
2.	Association's .....	17
F.	Procedure for Reconstruction or Repair .....	18
1.	Estimates of Cost .....	18
2.	Special Assessments .....	18
3.	Disbursement of Construction Fund .....	18
4.	Certification to Proceed with Work .....	19
5.	Insurance Adjustments .....	19
6.	Encroachments .....	19
ARTICLE XIV REMOVAL OF PROPERTY FROM PROVISIONS OF CHAPTER 5311 .....		20
ARTICLE XV REMEDIES FOR BREACH OF COVENANTS .....		20
A.	Abatement and Enjoyment .....	20
B.	Involuntary Sale .....	20
ARTICLE XVI AMENDMENT OF DECLARATION .....		21
ARTICLE XVII CONDEMNATION .....		22
A.	Entire Taking .....	22
B.	Partial Taking .....	22
ARTICLE XVIII MISCELLANEOUS PROVISIONS .....		22
A.	Grantors Rights Pending Sale of Units .....	22
B.	Copies of Notice to Mortgage Lenders .....	23
C.	Service of Notice on Board and Service of Process .....	23
D.	Service of Notices on Devisees and Personal Representatives .....	23
E.	Covenants to Run With Land .....	23
F.	Non-Waiver of Covenants .....	23
G.	Waiver of Damages .....	24
H.	Amendments to Declaration .....	24
I.	Severability .....	24
J.	Perpetuities and Restraints on Alienation .....	24
K.	Termination of Rights .....	24
L.	Ownership of Units by Grantor .....	25
M.	Headings .....	25
N.	Interchangeability of Terms .....	25
O.	Interpretation of Declaration .....	25
P.	Down Payments .....	25
Q.	Management Contracts .....	25

Harbour Island Boathouse Condominium No. 1  
C&C - 12/5/83 - 5:00 p.m.

ARTICLE XIX REQUIREMENTS OF SECONDARY MORTGAGE MARKET .....	25
A. Right of first refusal .....	26
B. Unpaid Assessments .....	26
C. Restricted Activities .....	26
D. Taxes, Charges and Premiums .....	26
E. Distributions .....	27
F. Reserves .....	27
G. Notice .....	27
H. Agreements .....	27

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

HARBOUR ISLAND BOATHOUSE CONDOMINIUM NO 1.

WHEREAS, J. B. Wolff & Associates, Inc., an Ohio corporation, its successors and assigns, hereinafter referred to as "Grantor", is the owner in fee simple of the real property (the "Property" as hereinafter described); and

WHEREAS, it is the desire of Grantor to submit said Property, together with the improvements thereon constructed and hereinafter described, to the provisions of Chapter 5311 of the Ohio Revised Code, for condominium ownership for residential purposes.

NOW, THEREFORE, Grantor hereby declares:

ARTICLE I

Legal Description and Definitions

A. Legal Description.

The legal description of the Property is as set forth in Exhibit "A" attached hereto.

B. Definitions. The terms used in this Article I, Section B (except as herein otherwise expressly provided or unless the context otherwise requires) and in the By-Laws attached hereto and made a part hereof as Exhibit "B" for all purposes of the Declaration and of any amendments hereto shall have the respective meanings stated in Chapter 5311 of the Ohio Revised Code.

(1) "Association" means Harbour Island Boathouse Condominium No. 1 Unit Owners' Association, Inc., which is a non-profit Ohio corporation acting as an organization of all unit owners for administering the Condominium Property subject to this Declaration and By-Laws.

(2) "Board" means the Board of Managers of the Association as the same may be constituted from time to time.

(3) "Buildings" means the residential structures constructed on the Condominium Property.

(4) "Chapter 5311" or "Condominium Act" means Chapter 5311 of the Ohio Revised Code, as the same may be amended or supplemented from time to time.

(5) "Common Areas and Facilities" or "Common Elements" means all parts of the Condominium Property except the Units, including, without limitation, all foundations, exterior and supporting girders, beams, supports and walls and roofs of the Buildings, all structural and component parts of all interior walls,

windows and doors in the perimeter walls, floors, and ceilings of the Buildings, all doorsills, balconies, patios, stoops, courtyards, walkways, all plumbing, electrical, antennas and other utility services and lines, entrance ways and exits, driveways and parking spaces and all lawns, landscaping, gardens and recreational facilities now or hereafter situated on the Condominium Property, including any repairs and replacements thereof.

(6) "Common Assessments" means assessments charged proportionately against all Units for common purposes.

(7) "Common Expenses" means those expenses designated as Common Expenses in both Chapter 5311 and this Declaration and By-Laws, including, without limitation, the following:

(a) all sums lawfully assessed against the Unit Owners by the Association;

(b) expenses of the Association incurred in the administration, maintenance, repair and replacement of the Common Areas and Facilities;

(c) expenses determined from time to time to be Common Expenses by the Association.

(8) "Common Surplus" means the amount by which Common Assessments collected during any period exceed Common Expenses.

(9) "Common Losses" means the amount by which the Common Expenses during any period of time exceeds the Common Assessments and Common Profits during that period.

(10) "Common Profits" means the amount by which the total income received from assessments charged for special benefits to specific Units, rents received from rentals of equipment or space in Common Areas, and any other fee, charge, or income other than Common Assessments exceeds expenses allocable to the income, rental, fee, or charge.

(11) "Condominium Property" or "Property" means the property set forth in Exhibit A and the Buildings and all other improvements thereon, all easements, rights, and appurtenances thereto belonging, and all articles of personal property existing thereon for the common use of the Unit Owners.

(12) "Declaration" means this instrument and all of the Exhibits hereto, as originally executed, or, if amended, as hereinafter provided, as so amended.

(13) "Drawings" means the drawings relating to the Condominium Property, which are identified as Exhibit "C" and attached hereto, and made a part hereof, or when amended, as hereinafter provided, as so amended.

(14) "Limited Common Areas and Facilities" means those parts of the Common Areas and Facilities reserved for the use of a certain Unit to the



exclusion of all other Units and more specifically described in Article VI, Section E, hereof.

(15) "Occupant" means the person or persons, natural or artificial, in possession of a Unit.

(16) "Ownership Interest" means the fee simple title interest in a Unit and the appurtenant undivided interest in the Common Areas and Facilities.

(17) "Rules" means such rules and regulations governing the operation and use of the Condominium Property or any portion thereof as may be adopted by the Association or the Board from time to time.

(18) "Unit" means that part of the Condominium Property described in Article V hereof.

(19) "Unit Owner", "Unit Owners", or "Owners", means any person who owns a condominium "Ownership Interest" in a Unit.

(20) "Harbour Association" means The Harbour Homeowners Association, Inc. Each Unit Owner shall automatically become a "member" of the Harbour Association upon taking title to his or her Unit and shall remain a member of the Harbour Association until such time as his or her ownership of the Unit ceases, at which time his or her Harbour Association membership shall automatically terminate unless such Owner remains a member by virtue of his or her owning other property causing such membership.

## ARTICLE II

### Establishment of Condominium and Division of Condominium Property

Grantor is the owner of the Property described on Exhibit A, which, together with the other portions of the Condominium Property, is hereby submitted to the provisions of Chapter 5311.

## ARTICLE III

### Name

The Condominium Property shall be known as Harbour Island Boathouse Condominium No. 1.

## ARTICLE IV

### General Description of Condominium Property

The Condominium Property consists of the Property and the Buildings and other improvements located thereon, including, without limitation, two (2) three (3) story buildings and containing a total of eight (8) Units, and all easements, rights and appurtenances belonging thereto, and all articles of personal property existing thereon for the common use of the Unit Owners. The location, layout, dimensions

Harbour Island Boathouse Condominium  
C&C - 12/9/83 - 5:00 p.m.

and numerical designation of the Buildings, the Units contained therein, and the Common Areas and Facilities are shown graphically on the Drawings. The Buildings are constructed principally of masonry, hardboard, wood siding and wood framing. All Units are designated on the Drawings by separate Unit numbers and style. The smallest Unit contains approximately 1,434 square feet and the largest Unit contains approximately 1,467 square feet. The square footage of the Units and their respective percentage of interest in the Common Areas and Facilities are set forth on Exhibit D, attached hereto and made a part hereof. All Units have direct ingress and egress to the Common Areas and Facilities. All such Units are clearly shown on the Drawings.

All Units contain fireplaces and Style A and B Units have garages. The individual Units described herein further contain the following per floor plan:

BUILDING D is a four (4) Unit Building containing Units 381, 382, 383 and 384.

BUILDING E is a four (4) Unit Building containing Units 385, 386, 387 and 388.

STYLE A UNITS are Units 381, 384, 385 and 388.

STYLE B UNITS are Units 382 and 386.

STYLE C UNITS are Units 383 and 387.

STYLE A UNITS contain: 1434 sf. of conditioned living area, 285 sf. of garage, 485 sf. of balconies, 2 bedroom/2-1/2 baths, with 775 sf. boathouse. Will accomodate a 32' boat. Entry at 1st floor ground level through side courtyard. Second bedroom and full bath on 1st level for full guest privacy. Living room, dining area with greenhouse window, powder room, kitchen, and master bedroom with master bath and closet are located on second floor level.

STYLE B UNITS contain: 1467 sf. of conditioned living area, 223 sf. of loft area storage that can be converted to a third bedroom, 247 sf. of garage, 163 sf. of balcony, 85 sf. of attic, 2 bedroom/2 bath, with a 1312 sf. boathouse having living quarters on 2nd and 3rd floor levels. Will accomodate a 48' boat. Entry through courtyard at ground level, with living room and deck, dining area, kitchen, 2nd bedroom and bath, laundry and storage loft on 2nd floor level. The master bedroom and bath are located at third floor level with balcony overlooking the courtyard.

STYLE C UNITS contain: 1435 sf. of conditioned living area, 276 sf. of loft area storage that can be converted to a third bedroom, 252 sf. of balcony, 2 bedroom/2 bath with 1128 sf.