

DOCUMENTS FOR
MARINA TOWNHOUSE CONDOMINIUM NO. 1
SANDUSKY, OHIO

MARINA TOWNHOUSE CONDOMINIUM NO. 1

J. B. WOLFF & ASSOCIATES, INC.

SANDUSKY, OHIO

DECLARATION OF CONDOMINIUM OWNERSHIP

WITH BYLAWS

EASEMENTS, RESTRICTIONS, AND COVENANTS

Marina Townhouse Condominium No. 1
C&C - 12/9/83 - 5:00 p.m.

MARINA TOWNHOUSE 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 _____, 198__.

By: _____
Deputy Auditor

This Instrument Prepared By:

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DECLARATION OF CONDOMINIUM OWNERSHIP
OF
MARINA TOWNHOUSE CONDOMINIUM NO. 1

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DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

MARINA TOWNHOUSE 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 Marina Townhouse 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) "Building" means the residential structure 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 roof of the Building, all structural and component parts of all interior walls, windows

and doors in the perimeter walls, floors, and ceilings of the Building, 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 Building 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 Marina Townhouse 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, one (1) two (2) story building and containing a total of five (5) 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

and numerical designation of the Building, the Units contained therein, and the Common Areas and Facilities are shown graphically on the Drawings. The Building is 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 1,925 square feet and the largest Unit contains approximately 2,369 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 garages. The individual Units described herein further contain the following per floor plan:

UNIT 120 - Style D: 2369 sf. of conditioned living area, 259 sf. garage, 43.75 sf. deck. This unit has 4 bedrooms and 3-1/2 baths. The end unit, having separate breakfast room with full glassed exposures. Living room, dining room, kitchen, powder room and laundry are located on the first floor level. Bedroom located on first floor with private bath, three exposures from bay window sitting area. Master bedroom suite with dressing room and bath, deck, 2 additional bedrooms and full bath are on the second floor level.

UNIT 121 - Style B-2: 1929 sf. of conditioned living area, 272.51 sf. garage, 44 sf. deck and 10.50 sf. of exterior storage. This unit contains 3 bedrooms and 2-1/2 baths. Dining room, kitchen, breakfast room, living room, powder room and laundry are located on the first floor level. The master bedroom w/ bath and sitting room, deck, dressing room, the 2nd and 3rd bedrooms and a second full bath are all located on the second floor level.

UNIT 122 - Style C: 1925 sf. of conditioned living area, 247.25 sf. garage, 3 bedroom 2-1/2 bath. Living room, dining room, kitchen, breakfast room w/greenhouse window and powder room are on the first floor level. Glass enclosed loft area at top of stairway. The master bedroom w/ bath, dressing area, 2nd and 3rd bedrooms w/ full bath are located on the second floor level.

UNIT 123 - Style B-1: 2270 sf. of conditioned living area, 247.25 sf. garage, 48.75 sf. deck, and 10.5 sf. of exterior storage. This unit has 3 bedrooms and 2-1/2 baths. The living room, powder room and laundry are located on the first floor level. The master bedroom w/ sitting room, deck, dressing room w/ bath and the 2nd and 3rd bedrooms are located on the second floor level. Second bedroom contains a large bay window.

UNIT 124 - Style A: 1996 sf. of conditioned living area, 247.25 sf. of garage, 44 sf. of deck, 3 bedroom/2-1/2 baths, end unit with window views from dining room, kitchen and breakfast room. The living room, powder room and laundry are also on the first floor level. The master bedroom with sitting room, deck, dressing room with bath, and the 2nd and 3rd bedrooms are located on the second floor level. This unit also contains 14 sf. of exterior storage.

The legal description of each Unit shall consist of the identifying number of each such Unit as shown on said Drawings. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number as shown on said Drawings, and every such description shall be deemed good and sufficient for all purposes as provided in the Condominium Act.

ARTICLE V

Description of Units

Each Unit shall constitute a single freehold estate and shall consist of all of the space bounded by the horizontal and vertical planes formed by the undecorated interior surfaces (whether plaster, dry wall, wood, concrete, or other materials) of each of the Units in the Building, the perimeter walls, windows, doors, floors and ceilings of such Unit; projected, if necessary, by reason of structural divisions such as interior walls, floors, ceilings, and other partitions, as may be necessary to form a complete enclosure of space with respect to such Unit (the exact layout and dimensions of each Unit being shown on the Drawings).

Except as a tenant in common with other Owners, no Owner shall own any pipes, wires, conduits, public utility lines or structural components running through his or her Unit and serving more than his or her Unit, whether or not such items shall be located in the floors, ceiling, or perimeter or interior walls of the Units.

ARTICLE VI

Common Areas and Facilities

A. Description. Except as otherwise provided in this Declaration, the Common Elements shall consist of all portions of the Property except the Units.

B. Ownership of Common Elements. Each Owner shall own an individual interest in the Common Elements as a tenant in common with all the other Owners of the Property and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his or her Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his or her Unit. Grantor has determined each Unit's corresponding percentage of ownership in the Common Elements in accordance with the Condominium Act based on the proportion of the square footage of each Unit as it bears to the aggregate square footage of all Units on the date this Declaration is filed for

record, and the same are set forth in Exhibit "D" attached hereto and made a part hereof.

The undivided percentage of interest of the Unit Owners in the Common Areas and Facilities and the fee title to the respective Units shall not be separated or separately conveyed, encumbered, inherited, or divided; and each undivided interest shall be deemed to be conveyed or encumbered with its respective Unit, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to such Unit.

C. Partition. There shall be no partition of the Common Areas and Facilities through judicial proceedings or otherwise until this Declaration is terminated and the Condominium Property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Unit ownership as between such co-owners.

D. Use of Common Areas and Facilities. Each Unit Owner shall have the right to use the Common Areas and Facilities and parking in accordance with the purposes for which they are intended and for all purposes incident to the use and occupancy of his or her Unit, and such rights shall be appurtenant to and run with his or her Unit; provided, however, that no person shall use the Common Areas and Facilities or any part thereof in such manner as to interfere with or restrict or impede the use thereof by others entitled to the use thereof or in any manner contrary to or not in accordance with (i) this Declaration, (ii) the By-Laws, and (iii) the Rules of the Association.

E. Use of Limited Common Areas and Facilities. Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy the Limited Common Areas and Facilities located within the bounds of his or her Unit or which serve only his or her Unit. The Limited Common Areas and Facilities with respect to each Unit shall consist of:

(1) all interior walls, doors, floors and ceilings located within the bounds of such Unit, excluding the structural and component parts thereof;

(2) all glass and screens within windows and doors within the perimeter walls of such Unit;

(3) all ducts and plumbing, electrical and other fixtures, equipment and appurtenances, including heating and air conditioning systems and control devices, located within the bounds of such Unit or which serve only such Unit;

(4) all electric, water or other utility or service lines, pipes, wires and conduits located within the bounds of such Unit and which serve only such Unit;

(5) stoops, courtyards and other appurtenant improvements, which serve only such Unit; and

(6) all other Common Areas and Facilities as may be located within the bounds of such Unit and which serve only such Unit.

ARTICLE VII

Unit Owners' Association

A. Unit Owners' Association. Grantor has caused to be formed an organization called "Marina Townhouse Condominium No. 1. Unit Owners' Association, Inc.", a non-profit Ohio corporation, which shall administer the Condominium Property, subject to the provisions of the Declaration. Each Unit Owner, upon acquiring an Ownership Interest in a Unit within the Condominium Property shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition of his or her Ownership Interest, at which time the new Owner of such Ownership Interest shall automatically become a member of the Association and shall be entitled to vote as set forth in the By-Laws. Except in its capacity as a Unit Owner of unsold Units, the Grantor will not retain a property interest in any of the Common Areas and Facilities after control of the Condominium Property is assumed by the Association.

B. Administration of Condominium Property. The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the By-Laws. Each Unit Owner and Occupant shall comply with the provisions of this Declaration, the By-Laws, the Rules and the decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action for damages or for injunctive relief.

C. Arbitration. In the event of any dispute between Unit Owners as to the application of these restrictions or any rule or regulation to any particular circumstance, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within thirty (30) days thereafter, and give written notice to each party thereof no less than three (3) days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within fifteen (15) days thereafter. No action at law may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had.

ARTICLE VIII

Management, Repair, Alterations and Improvements

A. Warranties. The Grantor provides a two-year warranty covering the full cost of labor and materials for any repair or replacement of roof and structural components and mechanical, electrical, plumbing and common service elements serving the Condominium Property as a whole, occasioned or necessitated by a defect in material or workmanship.

The Grantor provides a one-year warranty covering the full cost of labor and materials for any repair or replacement of structural, mechanical and other

elements pertaining to each Unit occasioned or necessitated by a defect in material or workmanship.

The two-year and one-year warranties shall commence on the date the deed or other evidence of ownership is filed for record following the sale of the first condominium Ownership Interest in the Property to a purchaser in good faith for value.

In the case of ranges, refrigerators, washing machines, clothes dryers, hot water heaters, and other similar appliances installed and furnished as part of the Unit by the Grantor, Grantor assigns the express and implied warranties of the manufacturers to the Unit Owner. The assignment of these warranties satisfies the Grantor's obligation as to the above appliances. The Grantor's warranty is limited to the installation of the appliances.

All warranties made to the Grantor that exceed the time periods set forth hereinabove with respect to any part of the Units or Common Areas and Facilities are hereby expressly assigned to the purchasers.

The exclusive remedy for breach of any of the foregoing shall be the repair of such defect or the replacement of such defective component or element by the Grantor. Any claim for breach of warranty not made within forty-eight (48) hours after expiration of the applicable warranty period by a Unit Owner in writing, addressed to J. B. Wolff & Associates, Inc., Attention: Stephen C. Lochner, President, 2001 Cleveland Road, Sandusky, Ohio 44870, shall be deemed waived by such Unit Owner. THESE WARRANTIES ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF SUCH DEFECT.

B. Responsibilities of Association. Except as otherwise provided herein, the management, repair, alterations and improvement of the Common Elements shall be the responsibility of the Association. The Association may delegate all or any portion of its authority to discharge such responsibility to a manager or managing agent. Such delegation may be evidenced by a management contract (which shall not exceed two (2) years in duration and shall be terminable for cause on ninety (90) days' written notice), and which shall provide for reasonable compensation of said manager or managing agent to be paid out of the maintenance fund hereinafter provided.

C. Maintenance of the Units.

(1) By the Association. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions of each Unit which contribute to the support of the Building, excluding, however, interior walls, ceiling and floor surfaces. In addition, the Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries as specified in Paragraph E of Article VI, exclusive of any portions of the foregoing which may be located at or extend from the wall outlets, into the Unit, or which

may be the responsibility of an individual Owner under any other provision of this Declaration.

(2) By Each Owner. The responsibility of each Owner shall be as follows:

(a) to maintain, repair and replace at his or her expense all portions of his or her Unit, and all internal installations of such Unit such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries as specified in Paragraph E of Article VI.

(b) to maintain, repair and replace at his or her expense such portions of the appurtenances to his or her Unit and of any exclusive use area licensed, granted or otherwise assigned to such Owner, as the Association shall from time to time determine. Until such time as the Association determines to the contrary, each Owner shall be responsible for the repair, maintenance and appearance of all windows, doors, vestibules and entryways and of all associated structures and fixtures therein, which are appurtenances to his or her Unit and garage door openers, if any. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances.

D. Construction Defects. The obligation of the Association and of Owners to repair, maintain and replace the portions of the Property for which they are respectively responsible under Paragraphs C(1) and C(2) of this Article VIII shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Property. The undertaking of repair, maintenance or replacement by the Association or Owners shall not constitute a waiver of any rights against any warrantor but such rights shall be specifically reserved.

E. Effect of Insurance or Construction Guarantees. Notwithstanding the fact that the Association and/or any Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of construction guarantees or insurance coverage shall not excuse any delay by the Association or any Owner in performing his or her obligation hereunder.

F. Separate Mortgages of Units. Each Owner shall have the right to mortgage and/or encumber his or her own respective Unit, together with his or her respective Ownership Interest in the Common Areas and Facilities. No Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Condominium Property or any part thereof except his or her own Unit and his or her own respective Ownership Interest in the Common Areas and Facilities as aforesaid.

G. Separate Real Estate Taxes. Each Unit and its percentage interest in the Common Areas and Facilities shall be deemed to be a separate parcel for all

purposes of taxation and assessment of real property, and no other Unit or other part of the Condominium Property shall be charged with the payment of such taxes and assessments; however, in the event that for any year such taxes are not separately taxed to each Owner, but are taxed on the Condominium Property as a whole, then each Owner shall pay his or her proportionate share thereof in accordance with his or her respective percentage of Ownership Interest in the Common Areas and Facilities.

ARTICLE IX

Common Expenses and Assessments

A. General. Assessments for the maintenance, repair and insurance of the Common Areas and Facilities (including any added or altered in and/or from the Limited Common Areas and Facilities) and for the insurance of the Units shall be Common Expenses and, together with the payment of other Common Expenses, shall be made in the manner provided herein, and in the manner provided in the By-Laws. As provided in the Declaration of Restrictions and Covenants of Record of the Harbour Association, the Harbour Association shall provide all landscaping, snowplowing, lawn mowing and shall provide all other services as set forth therein.

B. Utilities. Each Owner shall pay for his or her own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

C. Division of Common Profits and Common Expenses. The Common Profits of the Condominium Property shall be distributed among, and the Common Expenses shall be assessed against, the Unit Owners by the Association according to the percentages of interest in the Common Areas and Facilities of their respective Units. Every Unit Owner shall pay his or her proportionate share of assessments for Common Expenses and any special assessments levied against him or her, and no Unit Owner shall exempt himself or herself from liability for such assessments by waiver of the use or enjoyment of any of the Common Areas and Facilities or by the abandonment of his or her Unit.

D. Harbour Association. The Association shall not collect assessments of the Harbour Association from the Unit Owners and shall not be responsible for paying such assessments to the Harbour Association.

E. Lien of Association. The Association shall have a lien upon each Unit Owner's Ownership Interest for the payment of all assessments levied by the Association against such Unit which remain unpaid for ten (10) days after the same have become due and payable, from the time a certificate therefor is filed with the County Recorder, pursuant to authorization given by the Board. Such certificate shall contain a description of the Unit, the name or names of the Unit Owner or Owners thereof and the amount of such unpaid portions of the assessments and shall be subscribed by the President of the Association. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or

order of a court in an action brought to discharge all or any portion of such lien as hereinafter provided in Paragraph F of this Article IX. In addition, each Unit Owner shall be personally liable for all assessments levied by the Association against his or her Unit during the period he or she has an Ownership Interest therein, and any assessment not paid within ten (10) days after the same shall become due and payable shall bear interest from the date when due at eight percent (8%) per annum or such legal rate of interest then applicable, whichever is greater, until such time as the same has been paid in full.

F. Priority of Association's Lien. The lien provided for in Paragraph E of this Article IX shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of first mortgages which have been theretofore filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by the President thereof pursuant to authority given to him or her by the Board. In any such foreclosure action, the Unit Owner of the Unit affected shall be required to pay a reasonable rental for such Unit during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Association shall be entitled to become the purchaser at the foreclosure sale.

G. Dispute as to Common Expenses. Any Unit Owner who believes that the assessments levied by the Association against him or her or his or her Unit, for which a certificate of lien has been filed by the Association, have been improperly determined may bring an action in the Court of Common Pleas in Erie County, Ohio, for the discharge of all or any portion of such lien.

H. Non-Liability of Foreclosure Sale Purchaser for Past Due Common Expenses. Where the mortgagee of a first mortgage of record acquires an Ownership Interest in a Unit as a result of foreclosure of the first mortgage or of the acceptance of a deed in lieu of foreclosure or any purchaser at a foreclosure sale, such mortgagee, its successors and assigns, or such purchaser at a foreclosure sale shall not be liable for the assessments levied against such Unit which were levied prior to the acquisition of an Ownership Interest in such Unit by such mortgagee or such purchaser. Any unpaid assessments shall be deemed to be Common Assessments and shall be assessed against all Unit Owners including the mortgagee or purchaser of the Unit foreclosed.

I. Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of an Ownership Interest in a Unit, other than by deed in lieu of foreclosure, the grantee of the Ownership Interest shall be jointly and severally liable with the grantor for all unpaid assessments levied by the Association against such Unit prior to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Notwithstanding the foregoing, any such prospective grantee shall upon written request be entitled to a statement from the Board setting forth the amount of all unpaid assessments due the Association with respect to the Ownership Interest to be conveyed, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments which became due prior to the date of the making of such request if the same are not set forth in such statement or if such statement is not furnished to the grantee within twenty (20) days from the request thereof. As used in this Paragraph, "grantor" shall include a decedent, and "grantee" shall include a legatee or intestate heir of said decedent.

ARTICLE X

Easements

A. Encroachments. In the event that, by reason of the construction, reconstruction, settlement or shifting of the Buildings, or by reason of the partial or total destruction and rebuilding of the Buildings and/or part of the Condominium Property, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or if by reason of the design or construction of any Unit, it shall be necessary or advantageous to an Owner to use or occupy, for normal uses and purposes, any portion of the Common Elements, consisting of unoccupied space within the Buildings and adjoining his or her Unit including, without limitation, mains, pipes, ducts or conduits, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the Buildings containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owners of the Common Elements if such encroachment occurred due to the willful conduct of said Owner or Owners.

B. Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Areas and Facilities in the performance of their duties.

C. Maintenance Easements. The Owner of each Unit shall be subject to easements for access arising from necessity of maintenance or operation of the entire Condominium Property or any part thereof. The Owner of each Unit shall have the permanent right and easement to and through the Common Areas and Facilities and walls to the use of water, sewer, power, television antenna, and other utilities now or hereafter existing within the walls, and further shall have an easement to hang pictures, mirrors and the like upon the walls of his or her Unit.

D. Easements for Certain Utilities and Ingress and Egress to the Property. The Board may hereafter grant easements for utility purposes for the benefit of the Property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the Common Elements or easements for ingress and egress which benefit the Property; and each Owner and mortgagee hereby grants the Board an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such Owner or such mortgagee, as the case may be, such instruments as may be necessary to effectuate the foregoing.

E. Easements Through Walls Within Units. Easements are hereby declared and granted to install, lay, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of the Units, whether or not such walls lie in whole or in part within the Unit boundaries.

F. Easements to Run With the Land. All easements and rights described herein and in the legal descriptions of the Condominium Property are easements appurtenant to and running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee or other person having an interest in the Property or any part or portion thereof. The easements and grants provided herein shall in no way affect any other recorded grant or easement and specifically those easements relating to ingress and egress to the Condominium and those easements relating to The Harbour Homeowners Association, Inc., in which all Unit Owners shall hold a membership interest. Reference in the deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

G. Reference to Easements in Deeds. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation shall not defeat or fail to reserve said rights or easements but same shall be deemed conveyed or encumbered along with the Unit.

ARTICLE XI

Covenants and Restrictions as to Use and Occupancy

The Units and Common Elements shall be occupied and used as required by this Declaration and By-Laws as follows:

A. Purpose of Property. No part of a Unit in the Property shall be used for other than housing and the common recreational purposes for which the Property was designed. Each Unit shall be used as a residence for a single family and for no other purpose.

B. Obstructions of Common Elements. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Association except as herein expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his or her own Unit. Docking or mooring of boats at designated areas shall not be deemed a violation hereof.

C. Hazardous Uses and Waste. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the Buildings, or contents thereof, applicable for residential use, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of insurance on the Buildings, or contents thereof, or which would be in violation of any law. No waste will be committed in the Common Elements.

D. Exterior Exposure of Building. Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a Building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Association.

E. Pets. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that birds, one dog and one cat may be kept in Units, subject strictly to the Rules adopted by the Association, provided that they are not kept, bred or maintained for commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property subject to these restrictions upon three (3) days' written notice from the Association.

F. Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants.

G. Impairment of Structural Integrity of Building. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Buildings or which would structurally change the Buildings except as is otherwise provided herein.

H. Lounging or Storage in Common Elements. Except in areas specifically designed and intended for such purpose, there shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements. Docking or mooring of boats at designated areas shall not be deemed a violation hereof.

I. Laundry or Rubbish in Common Elements. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

J. Prohibited Activities and Signs. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploitation, or otherwise, shall be openly conducted, maintained or permitted on any part of the Property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any Owner on any part of the Property or in any Unit therein, except in accordance with the Rules therefor adopted by the Association. The right is reserved by Grantor or its agent, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and to place such other signs on the Property as may be required to facilitate the sale of unsold Units.

K. Alterations of Common Elements. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Association.

ARTICLE XII

Rental of Units

No Unit shall be rented by a Unit Owner for transient or hotel purposes. For purposes of this provision, "transient or hotel purposes" shall be defined as a rental for a period of less than thirty (30) days or rental to an Occupant wherein customary hotel services such as furnishing of laundry and linen and room service is maintained. Other than the foregoing, Unit Owners shall have the right to lease their respective Units, provided that said lease is made subject to the covenants and restrictions in this Declaration and the By-Laws and Rules, and any Occupant shall be subject to all of said Rules as though the Occupant were the Unit Owner. Nothing herein contained shall permit a Unit Owner to be relieved from any duties or responsibilities or obligations hereunder because his Unit is occupied by a third party. Each Unit Owner, by acceptance of a Unit hereunder, makes, constitutes and appoints the Association as his or her attorney-in-fact to take such action as may be appropriate, including, but not limited to, eviction of a tenant for violation of the covenants and restrictions herein contained beyond any grace period provide therefor.

ARTICLE XIII

Insurance and Reconstruction

The insurance which shall be carried upon the Condominium Property shall be governed by the following provisions:

A. Authority to Purchase. All insurance policies upon the Condominium Property except as hereinafter provided shall be purchased by the Association for the benefit of the Unit Owners and their respective mortgagees as their interest may appear. All of said policies shall provide for:

- (1) the issuance of certificates of insurance with mortgagee endorsements to the holders of first mortgages on the Units, if any;
- (2) that the insurer waives its right of subrogation against Unit Owners, Occupants, and the Association; and
- (3) that the improvements to Units made by Unit Owners shall not affect the valuation for the purposes of such insurance of the Buildings and all other improvements upon the land.

Such policies and copies of all endorsements shall be retained by the Association, in trust, for the Unit Owners, the Association and Unit mortgagees as their interests may appear, or deposited with the Insurance Trustee (hereinafter provided for) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. The Association agrees for the benefit of the Unit Owners and each Unit mortgagee that it shall pay the premiums for the casualty insurance hereinafter required to be carried by the Association at least thirty (30) days prior to the expiration date of such policy and such premiums shall be assessed as a Common Expense. Each policy shall further

provide that coverage thereunder shall not be terminated for non-payment of premiums without at least ten (10) days written notice to each Unit mortgagee. Within ten (10) days after an insurable casualty, all Unit mortgagees shall receive notice of such casualty if the estimated claim shall exceed Ten Thousand Dollars (\$10,000.00).

B. Unit Owners' Insurance. Each Unit Owner may obtain insurance, at his or her own expense, affording coverage upon his or her personal property and for his or her personal liability and as may be required by law and may obtain casualty insurance, at his or her own expense, upon any improvements to his or her Unit made by him or her in which he would have an insurable interest in excess of his or her interest in the casualty insurance policy purchased by the Association. Each insurance policy, however, shall provide that it shall be without contribution as against the casualty insurance purchased by the Association or shall be written by the carrier of such insurance for the Association and shall contain the same waiver of subrogation as that referred to in sub-paragraph A(2) above.

C. Coverage. The Building and all other insurable improvements upon the Condominium Property and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof excluding excavation and foundations, as determined annually by the insurance company affording such coverage. Such coverage shall grant protection against the following:

(1) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement including coverage for the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof.

(2) Such other risks as determined from time to time to be customary shall be covered with respect to buildings similar in construction, location and use as the Buildings including, but not limited to, vandalism, wind storm, water damage, and malicious mischief. The policy providing such coverage shall provide that, notwithstanding any provision thereof which gives the carrier an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercised in case of the termination of the condominium as provided for in this Declaration or pursuant to the provisions of Chapter 5311 of the Ohio Revised Code.

The Association shall further insure itself, any managing agent, the Unit Owners and their respective families, agents, tenants, guests, and employees and all persons lawfully in possession or control of any part of the Condominium Property, against liability for personal injury, disease, illness, or death and for injury to or destruction of property occurring upon, in, or about, or arising from or relating to the Common Areas and Facilities, including, without limitation, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage, such insurance to afford protection to a limit of not less than Five Hundred Thousand Dollars (\$500,000) in respect to personal injury, disease, illness, or death suffered by any one person and to the limit of not less than One Million Dollars (\$1,000,000) in respect to any one occurrence and to the limit of not less than One Million Dollars (\$1,000,000) in respect to damage to or destruction of

property arising out of any one accident. Such insurance shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

D. Insurance Trustee - Distribution of Proceeds. All casualty insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their respective mortgages as their respective interest may appear and shall provide that all proceeds payable as a result of casualty losses of less than \$10,000.00 shall be paid to the Association, in trust, and all losses in excess of \$10,000.00 shall be payable to any bank, as trustee, which is selected by the Association and located in Erie County, Ohio, with trust powers, which will accept and assume the responsibility and provisions hereinafter set forth. Said Insurance Trustee, if selected, shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee, if selected, shall be to receive such proceeds as are paid and to hold the same in trust for distribution in accordance with the terms and conditions hereinafter set forth and for the benefit of the Association, Unit Owners and their respective mortgages.

E. Responsibility for Reconstruction or Repair.

(1) Unit Owner's. If the damage is only to those parts of one Unit for which the responsibility of maintenance and repairs is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty.

(2) Association's. If any part of the Common Areas and Facilities shall be damaged by casualty, such damaged portion shall be promptly reconstructed or repaired as hereinafter provided unless such damage renders one-half (1/2) or more of the Units untenable and the Unit Owners, by the vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, as well as the consent of seventy-five percent (75%) of the first mortgagees, based upon one (1) vote for each mortgage owned, elect not to reconstruct or repair such damaged part, at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or if by such date the insurance loss has not been finally adjusted, then within thirty (30) days thereafter. Any such reconstruction or repair shall be substantially in accordance with the Drawings. Further, in all other instances except as set forth in sub-paragraph E(1) above, the responsibility of reconstruction and repair after casualty shall be that of the Association. In the event the aforementioned election is held and it is determined that the damage shall not be reconstructed or repaired, then all of the Condominium Property shall be subject to an action for sale as one entity. Said sale shall be negotiated and consummated by the Board with prior approval of seventy-five percent (75%) of the voting power of the Unit Owners and seventy-five percent (75%) of the first mortgagees, based upon one (1) vote for each mortgage owned. The net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to the respective percentages of interest in the Common Areas and Facilities. No Unit Owner, however, shall receive any portion of his or her share of such proceeds until all liens and encumbrances on his or her Unit have been paid, released, or discharged.

F. Procedure for Reconstruction or Repair.

(1) Estimates of Cost. Immediately after a casualty damage to any portion of the Condominium Property for which the Association has the responsibility of maintenance and repair, and except in emergency situations, the Association shall obtain firm contract bids from at least two (2) reliable contractors for the cost to place the damaged property in condition as good as that before the casualty. All bids may require the contractor to deposit with the Association a performance and completion bond in the full amount of the contract price which must be issued by a corporate surety company authorized to do business in the State of Ohio and satisfactory to the Association. In addition, the cost may be increased by the Association to include professional fees and the Insurance Trustee's fees as the Board of Managers deems necessary.

(2) Special Assessments. If the proceeds of the insurance policies are not sufficient to defray the estimated cost of reconstruction and repair by the Association including the aforesaid fees, one or more special assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs, and such assessments shall be deposited with the Insurance Trustee.

(3) Disbursement of Construction Fund. The Association shall then deposit with its banking depository or with the Insurance Trustee, if selected, the contract, bonds, and the proceeds of the casualty insurance collected and heretofore referred to and the sums deposited with its banking depository or with the Insurance Trustee by the Association from collections of special assessments as aforescribed. Said money shall constitute a construction fund which shall be disbursed by the Board or by the Insurance Trustee for the payment of the cost of reconstruction and repair of the areas and facilities for which the Association is responsible to reconstruct and repair, and said payment shall be made from time to time as work progresses, but not more frequently than once in any calendar month. The Trustee, if selected, shall not accept for disbursement any sums less than an amount to pay in full the contract price for repair plus estimated fees. The Trustee, if selected, shall make such payments upon the written request of the Association, accompanied by a certificate dated not more than fifteen (15) days prior to such request signed by the contractor, a responsible officer of the Association and by an architect, if any, in charge of the work, who shall be selected by the Association. If there be no architect in charge of the work, the contractor and two officers of the Association shall be required to execute this certificate. The certificate shall set forth the following:

(a) that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials, and that the sum requested does not exceed the value of the services and materials described in the certificate;

(b) that except for the amounts stated in such certificate to be due as aforesaid and for work subsequently performed, there is no outstanding indebtedness known to the persons signing such certificate after due inquiry

which might become the basis of a vendor's, mechanic's, materialmen's, or similar lien arising from such work;

(c) that the cost as estimated by the persons signing the certificate of work remaining to be done after the date of the certificate does not exceed the amount of the construction fund remaining in the hands of the Insurance Trustee after payment of the sum requested; and

(d) the contractor shall also issue an "Affidavit of Original Contractor" in accordance with Chapter 1311 of the Ohio Revised Code with each certificate.

It shall be presumed that the first monies disbursed in payment of cost of reconstruction and repair shall be from insurance proceeds, and if there be a balance in any construction fund after the payment of all of the costs of the reconstruction, repair, and fees for which the fund is established, such balance shall be disbursed to the Association. The Association shall then disburse said balance on a prorata basis to the Unit Owners as follows: first, to reimburse Unit Owners for all or any portion of the monies contributed as a "Special Assessment" in accordance with sub-paragraph F(2) of this Article; the balance, if any, shall be distributed prorata based upon beneficial ownership jointly to the Unit Owners and their respective mortgagees. The above procedure pertaining to disbursement of construction funds through an Insurance Trustee as herein described can be waived by unanimous agreement of the Board, provided the cost of construction and repair does not exceed the sum of Ten Thousand Dollars (\$10,000.00). Any other method of disbursement must receive the approval of all Unit mortgagees.

(4) Certification to Proceed with Work. The Insurance Trustee, if selected, may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

(5) Insurance Adjustments. Each Unit Owner shall be deemed to have delegated to the Board of Managers his or her right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the damage is restricted to one Unit, subject to the rights of mortgagees of such Unit.

(6) Encroachments. Encroachments upon or in favor of a Unit Owner or a Unit which may be created as a result of any reconstruction or repair shall not constitute a claim for the basis of a proceeding or action by a Unit Owner upon whose property such encroachment exists, provided that such reconstruction or repair was either substantially in accordance with the plans and specifications or as the Building was originally constructed. Such encroachment or encroachments shall be allowed to continue in existence for so long as the Buildings and/or Units stand.

ARTICLE XIV

Removal of the Property from Provisions of Chapter 5311

With prior written approval of one hundred percent (100%) of the first mortgagees (based on one vote for each mortgage owned), the Owners may, by affirmative vote of one hundred percent (100%) of the total vote, at a meeting of Unit Owners duly called for such purpose, elect to remove the Property from the provisions of Chapter 5311. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts in manner and form as may be necessary to effect such sale. No Unit Owner, however, shall receive any portion of his or her share of the proceeds until all liens and encumbrances on his or her Unit have been paid, released or discharged.

ARTICLE XV

Remedies For Breach of Covenants

A. Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Association, or the Board of Managers, or the breach of any covenant or provision herein contained, shall give the Association the right, in addition to the rights set forth in the next succeeding section:

(1) to enter any Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and of the By-Laws, and Grantor, or its successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty in any manner of trespass; or

(2) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

B. Involuntary Sale. If any Owner (either by his or her own conduct or by the conduct of any other Occupant of his or her Unit) shall violate any of the covenants or restrictions or provisions of the general law, the Condominium Act or of this Declaration or the By-Laws or the Rules adopted by the Association, or the Board of Managers, and such violation shall continue for ten (10) days after notice in writing from the Association, or shall occur repeatedly during any ten (10) day period after written notice to cure such violation from the Association, or Board of Managers, or member thereof, and the mortgagee, if any, has been served with written notice of such violation, then the Association shall have the power, by action of a majority of its Board of Managers, to issue to the defaulting Owner a ten-day notice in writing to terminate the rights of the said defaulting Owner to continue as an Owner and to continue to occupy, use or control his or her Unit and thereupon an action in equity may be filed by the Association against the defaulting Owner for a decree of mandatory injunction against the Owner or Occupant subject to the prior consent in writing of any mortgagee having a security interest in the Unit Ownership of the defaulting Owner, which consent shall not be unreasonably withheld. In the alternative, the action may pray for a

decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him or her on the account of the breach of covenant, and ordering that all the right, title and interest of the Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from re-acquiring his or her interest at such judicial sale. The Association, however, may acquire said interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's fees, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, may be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Property sold subject to the Condominium Act, this Declaration, the By-Laws and/or Rules of the Association, and the purchaser shall become a member of the Association in the place and stead of the defaulting Owner.

The Association and each Unit Owner shall have the rights of action against each other for failure to comply with the provisions of the Condominium Organizational Documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Unit Owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit Owner or Occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect, by a single independent arbitrator selected by the Board.

ARTICLE XVI

Amendment of Declaration

This Declaration may be amended effective upon the filing for record with the County Recorder of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by the number of Unit Owners having such aggregate interest in the Common Areas and Facilities as may be required by Chapter 5311 of the Ohio Revised Code. All such amendments must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and its attached exhibits are recorded and must contain an affidavit by the President of the Association, that a copy of the amendment has been mailed by ordinary U.S. mail to all Unit Owners and all mortgagees having bona fide liens of record against any Unit Ownership. No amendments shall have any effect, however, upon Grantor, the rights of Grantor under this Declaration and upon the rights of bona fide mortgagees until the written consent of Grantor and/or such

mortgagees to such amendment has been secured. Such consents shall be retained by the Secretary of the Association, and his or her certification in the instrument of amendment as to the consent or non-consent of Grantor and the names of the consenting and non-consenting mortgagees of the various Units may be relied upon by all persons for all purposes.

ARTICLE XVII

Condemnation

A. Entire Taking. In the event all of the Common Areas and Facilities are taken by condemnation, the net proceeds of the award shall be paid to the Association and considered as one fund and shall be distributed to all Unit Owners and their respective mortgagees jointly and proportioned to each Unit Owner's respective percent of interest in the Common Areas and Facilities.

B. Partial Taking. In the event of a partial taking of the Common Areas and Facilities, this condominium shall automatically and of and by itself be amended so that the parcel of land taken by the condemning authorities is excluded from this Declaration. The Unit Owners' share in the Common Areas and Facilities remaining of the condominium shall be in proportion to their respective prior interest in the condominium. Each Unit Owner shall be entitled to secure an award from the condemning authority for the taking of their respective Units or residual damage to their respective Unit and in this regard, payment shall be made directly to the Unit Owner and their respective mortgagee jointly in the ordinary course under eminent domain procedures. All awards granted for the taking of Common Areas and Facilities and/or damage to the residual of the Common Areas and Facilities shall be paid to the Association and distributed to individual Unit Owners and their mortgagees jointly as determined by three (3) reputable real estate appraisers (who shall be members of the Master Appraisers Institute or the Society of Real Estate Appraisers), two (2) of whom shall be appointed by the Board and the third (3rd) of whom shall be appointed by the first two appraisers. The appraisers shall render written instructions to the Board allocating the total award to the Units in such proportion as they, in their sole discretion, determine to be the damages caused to the Units. It is agreed that their determination shall be final and binding upon all Unit Owners and their respective mortgagees.

ARTICLE XVIII

Miscellaneous Provisions

A. Grantor's Rights Pending Sale of Units. Until such time as Grantor is required to call the first meeting of the Unit Owners in accordance with Article I, Section 5(a) of the By-Laws, and members of the Board of Managers are elected containing members other than Grantor or its agents, the Grantor may exercise the powers, rights, duties and functions of the Association and the Board of Managers including, without limitation, the power to determine the amount of and to levy special assessments and assessments for Common Expenses.

Except for the election of members to the Board of Managers by Unit Owners other than Grantor as provided for in Article II, Section 3 of the By-Laws, Grantor

retains the right to appoint and remove the remaining members of the Board of Managers and other officers of the Association and to exercise the powers and responsibilities otherwise assigned by law or the Declaration to the Association, the Board of Managers or other officers which rights shall extend until the earlier of the following:

(1) Five (5) years from the date of the recording of the Articles of Incorporation of the Association; or

(2) Thirty (30) days after the sale and conveyance of condominium Ownership Interests to which appertain seventy-five percent (75%) of the undivided interests in the Common Areas and Facilities to purchasers in good faith for value.

B. Copies of Notice to Mortgage Lenders. Upon written request to the Board, the holder of any duly recorded mortgage against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit Ownership is subject to such mortgage.

C. Service of Notice on Board and Service of Process. Notices required to be given to the Board of Managers or the Association may be delivered to any member of the Board of Managers, or officer of the Association, either personally or by mail addressed to such member or officer at his or her Unit. The President of the Association shall be the person authorized to receive service of process for the Unit Owners' Association, which service of process shall be served at his Unit. Until such a time that a President is elected, service of process may be made upon: Stephen C. Lochner, 2001 Cleveland Road, Sandusky, Ohio 44870.

D. Service of Notices on Devisees and Personal Representatives. Notices required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his or her or its address appearing in the records of the court wherein the estate of such deceased Owner is being administered.

E. Covenants to Run with Land. Each grantee of the Grantor, by the acceptance of a deed of conveyance, or each purchaser under contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by the Condominium Act, this Declaration, the By-Laws, all conditions, restrictions and easements of record, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land and shall inure to the benefit of such Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

F. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration and/or By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

G. Waiver of Damages. Except as may be guaranteed or warranted by Grantor, neither Grantor nor its representatives or designees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority granted or delegated to it by or pursuant to the Condominium Act, this Declaration and/or the By-Laws, or in Grantor's (or its representatives' or designees') capacity as developer, contractor, Owner, manager or seller of the Property, whether or not such claim (i) shall be asserted by any Owner, Occupant, the Association, or by any person or entity claiming through any of them; or (ii) shall be on account of injury to a person or persons or damage to or loss of property wherever located and however caused; or (iii) shall arise ex contractu or (except in the case of gross negligence) ex delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Owner, Occupant, the Association, and their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function or disrepair of any utility services (heat, air conditioning, electricity, water, sewage, etc.).

H. Amendments to Declaration. The provisions of Article V, Article VI, Paragraph A of Article VII, Article XII, Article XVI, Article XVII and Paragraphs G and H of this Article XVIII of this Declaration, may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Association, all of the Owners and all mortgagees having bona fide liens of record against any Unit Ownerships. Other provisions of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Association from the Owners having at least seventy-five percent (75%) of the total vote and seventy-five percent (75%) of the first mortgagees. The change, modification or rescission shall be effective upon the filing of such instrument in the office of the County Recorder, provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of Ohio Revised Code Chapter 5311.

I. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and/or By-Laws.

J. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration and/or the By-Laws shall be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provision, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Ronald Reagan, President of the United States.

K. Termination of Rights. In the event of and upon the removal of the Condominium Property from the provisions of the Condominium Act, all easements, covenants and other rights, benefits, privileges, impositions and obligations

declared herein to run with the land and/or any Unit shall terminate and be of no further force or effect.

L. Ownership of Units by Grantor. So long as Grantor owns one or more of the Units established and described herein, Grantor shall be subject to the provisions of the Condominium Act, this Declaration and the By-Laws; and Grantor covenants to take no action which would adversely affect the right of the Association with respect to assurances against latent defects in the Condominium Property or other right assigned to the Association by reason of the establishment of the condominium. Grantor shall assume its rights and obligations as a Unit Owner in its capacity as an Owner of condominium Ownership Interests and shall be obligated to pay Common Expenses attaching to such Units from the date this Declaration is filed for record.

M. Headings. The heading to each Article and to each Section hereof are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Declaration nor in any way affect this Declaration.

N. Interchangeability of Terms. The singular of any word shall also include the plural of such word, and the masculine gender shall also include the neuter and feminine.

O. Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium.

P. Down Payments. Any deposit or down payment made in connection with a sale by Grantor of a Unit will be held in trust or escrow until delivered at the settlement, or returned to or otherwise credited to the purchaser, or forfeited to the Grantor pursuant to the sales contract. If a deposit or down payment of Two Thousand Dollars (\$2,000.00) or more is held for more than ninety (90) days, interest at the rate of four percent (4%) per annum for any period exceeding ninety (90) days shall be credited to the purchaser at settlement, or upon return or other credit made to the purchaser, or added to any forfeiture to the Grantor.

Ohio law provides that deposits and down payments held in trust or escrow in accordance with Ohio Revised Code 5311.25(A) shall not be subject to attachment by creditors of the Grantor or a purchaser.

Q. Management Contracts. Neither the Association nor the Unit Owners will be subject to any management contract or agreement for more than one (1) year following the assumption of control by Unit Owners other than Grantor in accordance with Section 5311.08 of the Ohio Revised Code.

ARTICLE XIX

Additional Requirements of Secondary Mortgage Market

Notwithstanding anything to the contrary that may be contained in this Declaration or the Bylaws or Rules and Regulations of the Association, the following requirements shall govern the operation and conduct of the Association.

A. Right of First Refusal. There is no "right of first refusal" contained in this Declaration and nothing shall impair the rights of a first mortgagee to:

- (1) Foreclosure or take title to the properties pursuant to the remedies provided in the mortgage; or
- (2) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
- (3) sell or lease the properties acquired by the mortgagee.

B. Unpaid Assessments. Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee.

C. Restricted Activities. Unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the sponsor, Grantor or builder) of the Condominium Property have given their prior written approval, the Association shall not be entitled to:

- (1) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements owned, directly or indirectly, by such Association for the benefit of the Condominium Property (the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Elements shall not be deemed a transfer within the meaning of this clause);
- (2) change the method of determining the obligations, assessments, dues or other charges which may be levied against Owners of the Condominium Property;
- (3) by act or omission change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of properties, the exterior maintenance of the Condominium Property, the maintenance of the Common Elements, party walks or common fences and driveways, or the upkeep of lawns and plantings;
- (4) fail to maintain fire and extended coverage on insurable Common Elements on a current replacement cost basis in an amount not less than one hundred (100%) of the insurable value (based on current replacement cost);
- (5) use hazard insurance proceeds for losses to Common Elements for other than the repair, replacement or reconstruction of such Common Elements.

D. Taxes, Charges and Premiums. First mortgagees of Unit's may, jointly or singly, pay taxes or other charges which are in default and which may or have

become a charge against Common Elements and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Elements and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Entitlement to such reimbursement may be reflected in an agreement in favor of all first mortgagees of the Unit's duly executed by the Association.

E. Distributions. No provision of the Declaration or Bylaws gives any Owner of a Unit, or any other party, priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of distribution to such Owner of a unit of insurance proceeds or condemnation awards for losses to or taking of a Unit or the Common Elements.

F. Reserves. Associations dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those elements of the Common Elements that must be replaced, repaired or maintained on a periodic basis and are payable in regular installments rather than by special assessments.

G. Notice. A first mortgagee, upon request, is entitled to written notification from the Association of any default in the performance by the respective individual Owner of the subject mortgaged property of any obligation under the constituent documents which is not cured within sixty (60) days.

H. Agreements. Any agreement for professional management or any other contract providing for services of the Developer, sponsor, or builder, shall not exceed three (3) years. Any such agreement provides for termination by either party without cause and without payment of termination fee on ninety (90) days or less written notice.

IN WITNESS WHEREOF, J. B. WOLFF & ASSOCIATES, INC., an Ohio corporation, by its officers thereunto duly authorized, has caused this instrument to be executed this _____ day of _____, 198__.

Signed and acknowledged
in the presence of:

J. B. WOLFF & ASSOCIATES, INC.,
an Ohio corporation

By: _____

Its _____

And By: _____

Its _____

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named J. B. WOLFF & ASSOCIATES, INC., an Ohio corporation, by _____, its _____, and by _____, its _____, who acknowledged that

Marina Townhouse Condominium No. 1
C&C - 12/9/83 - 5:00 p.m.

they did sign the foregoing instrument for and on behalf of said corporation and that the same is the free act and deed of said corporation and their free act and deed as its duly authorized officers and as individuals.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky, Ohio this _____ day of _____, 198__.

NOTARY PUBLIC

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

EXHIBIT "A"

DECLARATION OF CONDOMINIUM OWNERSHIP

AND ATTACHED EXHIBITS

(EXCLUDING THE BYLAWS)

Baharoglu & Associates, Inc.

Consulting Engineers & Surveyors

4 East Seminary • Norwalk, Ohio • 44857

Norwalk

(419) 668-4495

Sandusky/Huron

(419) 433-5305

LEGAL DESCRIPTION

THE HARBOUR

MARINA TOWNHOUSE CONDOMINIUM #1

FEBRUARY 8, 1984

Being a parcel of land located in part of Outlot 6 in Darlings Survey East of Sycamore Line in the City of Sandusky, Erie County, Ohio and being more particularly described as follows:

Beginning at the intersection of the centerline of Causeway Drive with the centerline of the Old New York Central Pier Track right of way, now or formerly owned by the City of Sandusky, thence South $48^{\circ} 01' 50''$ East along the centerline of the Old New York Central Pier Track right of way, a distance of 1061.80 feet to a point, thence North $41^{\circ} 58' 10''$ East, a distance of 933.78 feet to a point at the principal place of beginning for this description;

1. Thence North $13^{\circ} 46' 56''$ West, a distance of 88.31 feet to a point;
2. Thence North $31^{\circ} 13' 05''$ East, a distance of 48.83 feet to a point;
3. Thence North $78^{\circ} 02' 26''$ East, a distance of 47.24 feet to a point;
4. Thence South $89^{\circ} 19' 22''$ East, a distance of 133.36 feet to a point;
5. Thence South $33^{\circ} 36' 42''$ West, a distance of 103.11 feet to a point;
6. Thence South $16^{\circ} 13' 05''$ West, a distance of 45.07 feet to a point;
7. Thence South $89^{\circ} 58' 56''$ West, a distance of 14.87 feet to a point;
8. Thence South $00^{\circ} 01' 04''$ East, a distance of 44.51 feet to a point;
9. Thence South $89^{\circ} 36' 43''$ West, a distance of 32.01 feet to a point;

Baharoglu & Associates, Inc.

Consulting Engineers & Surveyors

4 East Seminary • Norwalk, Ohio • 44857

Norwalk

(419) 668-4495

Sandusky/Huron

(419) 433-5305

LEGAL DESCRIPTION

THE HARBOUR

MARINA TOWNHOUSE CONDOMINIUM #1

FEBRUARY 8, 1984

10. Thence North $00^{\circ} 23' 17''$ West, a distance of 27.49 feet to a point;
11. Thence North $80^{\circ} 59' 19''$ West, a distance of 67.96 feet to the principal place of beginning and containing 0.5039 acres of land, but subject to all easements and restrictions of record.

This description prepared from existing records by Baharoglu & Associates, Inc., Consulting Engineers and Surveyors, Norwalk, Ohio, per Ronald A. Morehouse, Registered Surveyor No. 5340, dated February 1984.

#3752

EXHIBIT "B"

CONDOMINIUM BYLAWS

Marina Townhouse Condominium No. 1
C&C - 12/9/83 - 10:00 a.m.

EXHIBIT B

BY-LAWS

OF

MARINA TOWNHOUSE CONDOMINIUM NO. 1

This Instrument Prepared by:

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

BY-LAWS OF
MARINA TOWNHOUSE CONDOMINIUM NO. 1

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EXHIBIT B

BY-LAWS OF MARINA TOWNHOUSE CONDOMINIUM NO. 1

The within By-Laws are executed and incorporated by reference in the Declaration of Marina Townhouse Condominium No. 1, pursuant to Chapter 5311, Ohio Revised Code. Their purpose is to provide for the establishment of a Unit Owners' Association for the government of the Condominium Property in the manner provided by the Declaration and by these By-Laws. All present or future Owners or tenants or their employees, or any other person who might use the facilities of the Condominium Property in any manner shall be subject to the covenants, provisions or regulations contained in the Declaration and these By-Laws and shall be subject to any restriction, condition or regulation hereafter adopted by the Association. The mere acquisition or rental of any of the units (hereinafter referred to as "Units") located within the Condominium Property described in the Declaration, or the mere act of occupancy of any of the Units will constitute acceptance and ratification of the Declaration and of these By-Laws.

ARTICLE I

THE ASSOCIATION

Section 1. Name and Nature of Association. The Association shall be an Ohio corporation not for profit and shall be called Marina Townhouse Condominium No. 1 Unit Owners' Association, Inc., in accordance with Article VII of the Declaration.

Section 2. Membership. Each Unit Owner upon acquisition of title to a Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his or her Unit Ownership, at which time the new Owner of such Unit shall automatically become a member of the Association.

Section 3 Voting Rights. There shall be one voting member for each Unit Ownership. Such voting member may be the Owner or the group composed of all the Owners of a Unit membership. The total number of votes of all voting members shall be one hundred (100) and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Areas and Facilities applicable to his, her or their Unit Ownership as set forth in the Declaration.

Section 4. Proxies. Members may vote or act in person or by proxy. The person appointed as proxy need not be a member of the Association. Designation by a member or members of a proxy to vote or act on his, her or their behalf shall be made in writing to the Secretary of the Association and shall be revocable at any time by actual notice to the Secretary of the Association by the member or members making such designation. Notice to the Association in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized.

Section 5. Meetings of Members.

(a) Annual Meeting. The annual meeting of members of the Association for the election of members of the Board of Managers, the consideration of reports to be laid before such meeting, and the transaction of such other business as may be properly brought before such meeting shall be held at the office of the Association or at such other place as may be designated by the President and specified in the notice of such meeting at 8:00 P.M., or at such other time as may be designated by the President and the first annual meeting of the Association to be attended by members other than the Grantor shall be held no later than thirty (30) days after the time that Unit Ownership Interests to which twenty-five percent (25%) of the undivided interests in the Common Areas and Facilities have been sold and conveyed by Grantor. Thereafter, the annual meeting of members of the Association shall be held on the second Tuesday of January in each succeeding year thereafter, if not a legal holiday and, if a legal holiday, then on the next succeeding business day.

(b) Special Meeting. Special meetings of the members of the Association may be held on any business day when called by the President of the Association or by the Board of Managers of the Association or by members entitled to exercise at least twenty-five percent (25%) of the voting power of the Association. Upon request in writing delivered either in person or by certified mail to the President or the Secretary of the Association by any persons entitled to call a meeting of members, such officer shall forthwith cause to be given to the members entitled thereto notice of a meeting to be held on a date not less than seven (7) or more than sixty (60) days after the receipt of such request as such officer may fix. If such notice is not given within thirty (30) days after the delivery or mailing of such requests, the persons calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at 8:00 P.M. and shall be held at the office of the Association or at such other place and time as shall be specified in the notice of meeting.

(c) Notices of Meetings. Not less than seven (7) nor more than sixty (60) days before the day fixed for a meeting of the members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these By-Laws to give such notice. The notice shall be given by personal delivery or by mail to each member of the Association who is an Owner of a Unit of record as of the day next preceding the day on which notice is given. If mailed, the notice shall be addressed to the members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purposes of any meeting of members of the Association may be waived in writing, either before or after the holding of such meeting, by any members of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.

(d) Quorum; Adjournment. Except as may be otherwise provided by law or by the Declaration, at any meeting of the members of the Association, the

members of the Association entitled to exercise a majority of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, by the Declaration, or by these By-Laws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided further, that the members of the Association entitled to exercise a majority of the voting power represented at a meeting of members, whether or not a quorum is present, may adjourn such meeting from time to time; if any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 6. Order of Business. The order of business at all meetings of members of the Association shall be as follows:

- (1) Calling of meeting to order.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading of minutes of preceding meeting.
- (4) Reports of Officers.
- (5) Reports of Committees.
- (6) Election of Inspectors of election.
- (7) Election of Managers.
- (8) Unfinished and/or old business.
- (9) New Business.
- (10) Adjournment.

Section 7. Actions Without a Meeting. All actions which may be taken at a meeting of the Association, except an action for the removal of a Board member, may be taken without a meeting with the approval of, and in a writing or writings signed by the members of the Association having the percentage of voting power required to take such action if the same were taken for a meeting. Such writing or writings shall be filed with the Secretary of the Association.

ARTICLE II

BOARD OF MANAGERS

Section 1. Number and Qualifications. The Board of Managers shall consist of not less than three (3) persons nor more than five (5) persons all of which must be members of the Association; provided, however, that during the period Grantor retains control, the Board of Managers so selected by Grantor need not be members of the Association.

Section 2. Election of Managers; Vacancies. The Managers shall be elected at each annual meeting of members of the Association or at a special meeting called for the purpose of electing Managers. At a meeting of members of the Association at which Managers are to be elected, only persons nominated as candidates shall be eligible for election as Managers and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board of Managers, however caused, the remaining Managers, though less than a majority of the whole authorized number of Managers, may, by the vote of a majority of their number, fill any such vacancy for the unexpired term.

Section 3. Term of Office; Resignations. Each Manager shall hold office until the next annual meeting of the members of the Association and until his or her successor is elected, or until his or her earlier resignation, removal from office or death. Any Manager may resign at any time by oral statement to that effect made at a meeting of the Board of Managers or in a writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the resigning Manager may specify. Members of the Board of Managers shall serve without compensation. At the first annual meeting of the members of the Association, the term of office of the majority of the Managers shall be fixed so that such term will expire one (1) year from and after the date of the next following annual meeting of members of the Association. The term of office of the remaining Managers shall be fixed so that such term will expire at the date of the next following annual meeting of members of the Association. At the expiration of such initial term of office of each respective Manager, his or her successor shall be elected to serve for a term of two (2) years. Notwithstanding the above, at the first meeting of the members where members other than Grantor are present and twenty-five percent (25%) of the undivided interest in the Common Areas and Facilities is sold and conveyed by Grantor the Unit Owners, other than Grantor, shall elect twenty-five percent (25%) of the members of the Board of Managers; at such time as condominium Ownership Interests to which fifty percent (50%) of the undivided interest has been sold and conveyed by Grantor, the Unit Owners, other than Grantor, shall elect thirty-three and one-third percent (33-1/3%) of the members of the Board of Managers. Within thirty (30) days after the expiration of Grantor's control as set forth in the Declaration, the Unit Owners, other than Grantor, shall elect all of the members of the Board of Managers.

Section 4. Organization Meeting. Immediately after each annual meeting of members of the Association, the newly elected Managers and those Managers whose terms hold over shall hold an organization meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 5. Regular Meetings. Regular meetings of the Board of Managers may be held at such times and places as shall be determined by a majority of the Board of Managers, but at least four (4) such meetings shall be held during each fiscal year.

Section 6. Special Meetings. Special meetings of the Board of Managers may be held at any time upon call by the President or any two Managers. Written notice of the time and place of each such meeting shall be given to each Manager either by personal delivery or by mail, telegram or telephone at least two (2) days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any Manager at any such meeting without protesting (prior to or at the commencement of the meeting) the lack of proper notice shall be deemed to be a waiver by him or her of notice of such meeting and such notice may be waived in writing either before or after the holding of such meeting, by any Manager, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any regular or special meeting.

Section 7. Quorum; Adjournment. A quorum of the Board of Managers shall consist of a majority of the Managers then in office; provided that a majority of the Managers present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time; if any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board of Managers at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these By-Laws.

Section 8. Powers and Duties. Except as otherwise provided by law, the Declaration or these By-Laws, all power and authority of the Association shall be exercised by the Board. In carrying out the purposes of the Condominium Property and subject to the limitations prescribed by law, the Declaration or these By-Laws, the Board, for and on behalf of the Association, may do the following:

- (a) Purchase or otherwise acquire, lease as lessee, hold, use, lease as lessor, sell, exchange, transfer, and dispose of property of any description or any interest therein.
- (b) Make contracts.
- (c) Effect insurance.
- (d) Borrow money, and issue, sell, and pledge notes, bonds and other evidence of indebtedness of the Association.
- (e) Levy assessments against Unit Owners.
- (f) Employ a managing agent to perform such duties and services as the Board may authorize.
- (g) Employ lawyers and accountants to perform such legal and accounting services as the Board may authorize.
- (h) Do all things permitted by law and exercise all power and authority within the purposes stated in these By-Laws or the Declaration or incidental thereto.
- (i) It shall be the duty of the Board to cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the voting power of the members who are entitled to vote.

Section 9. Removal of Managers. At any regular or special meeting of members of the Association duly called, at which a quorum shall be present, any one or more of the Managers may be removed with or without cause by the vote of members entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, and a successor or successors to such Manager or Managers so removed shall then and there be elected to fill the vacancy or

vacancies thus created. Any Manager whose removal has been proposed by the members of the Association shall be given an opportunity to be heard at such meeting.

Section 10. Fidelity Bonds. The Board of Managers may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate Fidelity Bonds. The premiums on such bonds shall be paid by the Association and shall be a Common Expense.

ARTICLE III

OFFICERS

Section 1. Election and Designation of Officers. The Board of Managers shall elect a President, a Vice President, a Secretary and a Treasurer, each of whom shall be a member of the Board of Managers. The Board of Managers may also appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary who are not members of the Board of Managers but who are members of the Association.

Section 2. Term of Office; Vacancies. The officers of the Association shall hold office until the next organization meeting of the Board of Managers and until their successors are elected, except in case of resignation, removal from office or death. The Board of Managers may remove any officer at any time with or without cause by a majority vote of the Managers then in office. Any vacancy in any office may be filled by the Board of Managers.

Section 3. President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Board of Managers. Subject to directions of the Board of Managers, the President shall have general executive supervision over the business and affairs of the Association. He or she may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board of Managers or otherwise provided for in the Declaration or in these By-Laws.

Section 4. Vice President. The Vice President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such other duties as may be determined by the Board of Managers.

Section 5. Secretary. The Secretary shall keep the minutes of meetings of the members of the Association and of the Board of Managers, shall give notices of meetings of the members of the Association and of the Board of Managers as required by law, or by these By-Laws or otherwise, and shall have such authority and shall perform such other duties as may be determined by the Board of Managers.

Section 6. Treasurer. The Treasurer shall receive and have in charge all money, bills, notes and similar property belonging to the Association, and shall do with the same as may be directed by the Board of Managers. He or she shall keep

accurate financial accounts and hold the same open for the inspection and examination of the Managers and shall have such authority and shall perform such other duties as may be determined by the Board of Managers.

Section 7. Other Officers. The Assistant Secretaries and Assistant Treasurers, if any, and any other officers whom the Board of Managers may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board of Managers.

Section 8. Delegation of Authority and Duties. The Board of Managers is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

ARTICLE IV

GENERAL POWERS OF THE ASSOCIATION

Section 1. Common Expenses. The Association, for the benefit of all the Owners, shall acquire, and shall pay all Common Expenses, including, without limitation, the following:

(a) Utility Service for Common Areas and Facilities. Water, waste removal, electricity, heat, power or any other necessary utility service for the Common Areas and Facilities, if any;

(b) Casualty Insurance. A policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, as provided in the Declaration, the amount of which insurance shall be reviewed annually;

(c) Liability Insurance. A policy or policies insuring the Association, the members of the Board and the Owners against any liability to the public or to the Owners (of Units and of the Common Areas and Facilities, and their invitees, or tenants), incident to the ownership and/or use of the Common Areas and Facilities and Units, as provided in the Declaration, the limits of which policy shall be reviewed annually;

(d) Workmen's Compensation. Workmen's Compensation insurance to the extent necessary to comply with any applicable laws;

(e) Wages and Fees for Services. The services of any person or firm employed by the Association, including, without limitation, the service of a person or firm to act as a manager or managing agent for the Condominium Property, the services of any person or persons required for the maintenance of or operation of the Condominium Property and legal and/or accounting services necessary or proper in the operation of the Condominium Property or the enforcement of the Declaration and these By-Laws and for the organization, operation and enforcement of the rights of the Association;

(f) Care of Common Areas and Facilities. Landscaping, gardening, and snow removal are the responsibility of the Harbour Association as set

forth in the Declaration. The Association shall be responsible for painting, cleaning, tuck pointing, maintenance, decorating, repair and replacements of the Common Areas and Facilities (but not including the interior surfaces of the Units, which the Owner shall paint, clean, decorate, maintain and repair), and such furnishing and equipment for the Common Areas and Facilities as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Areas and Facilities;

(g) Additional Expenses. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of the Declaration and these By-Laws or by law of which in its opinion shall be necessary or proper for the maintenance and operation of the Condominium Property as a first-class condominium property or for the enforcement of the Declaration and these By-Laws;

(h) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrances levied against the entire Condominium Property or any part thereof which may in the opinion of the Association constitute a lien against the Condominium Property or against the Common Areas and Facilities, rather than merely against the interests therein of particular Owners; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specially assessed to said Owners;

(i) Certain Maintenance of Units. Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Areas and Facilities, or any other portion of a Building, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repairs within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Association to said Owner or Owners, provided that the Association shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair;

(j) Association's Right to Enter Units. The Association or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Association is responsible. It may likewise enter any balcony for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association from insurance proceeds, or, in the event that the damage is not covered by insurance, the damage shall be repaired by the Association at the expense of the maintenance fund. The Association reserves the right to retain a pass key to each Unit and no locks or other devices shall be placed on the doors to the Units to obstruct entry through the use of such pass key, without the consent of the Association. In the event of any emergency originating in or

threatening any Unit at a time when required alterations or repairs are scheduled, the management agent or his representative or any other person designated by the Board of Managers may enter the Unit immediately, whether the Owner is present or not;

(k) Capital Additions and Improvements. The Association's powers hereinabove enumerated shall be limited in that the Association shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Areas and Facilities, subject to all the provisions of the Declaration and these By-Laws) having a total cost in excess of Ten Thousand Dollars (\$10,000.00), nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of the Common Areas and Facilities requiring an expenditure in excess of Ten Thousand Dollars (\$10,000.00), without in each case the prior approval of the members of the Association entitled to exercise a majority of the voting power of the Association;

(l) Miscellaneous. The Association shall pay such other costs and expenses designated as "Common Expenses" in the Declaration and in these By-Laws.

Section 2. Rules and Regulations. The Association, by vote of the members entitled to exercise a majority of the voting power of the Association, may adopt such reasonable rules and regulations and from time to time amend the same supplementing the Rules set forth in the Declaration and these By-Laws as it may deem advisable for the maintenance, conservation and beautification of the Condominium Property, and for the health, comfort, safety and general welfare of the Owners and Occupants of the Condominium Property. Written notice of such rules and regulations shall be given to all Owners and Occupants and the Condominium Property shall at all times be maintained subject to such rules and regulations. In the event such supplemental rules and regulations shall conflict with any provisions of the Declaration or of these By-Laws, the provisions of the Declaration and of these By-Laws shall govern.

Section 3. No Active Business to be Conducted for Profit. Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Owners or any of them.

Section 4. Delegation of Duties. Nothing herein contained shall be construed so as to preclude the Association, through its Board of Managers and officers, from delegating to persons, firms or corporations of its choice, including any manager or managing agent, such duties and responsibilities of the Association as the Managers of the Association shall from time to time specify, and to provide for reasonable compensation for the performance of such duties and responsibilities.

Section 5. Applicable Laws. The Association shall be subject to and governed by the provisions of any statute adopted at any time and applicable to property submitted to the condominium form of ownership (including, without limitation, Chapter 5311, Ohio Revised Code); provided, however, that all inconsistencies between or among the permissive provisions of any statute and any

provisions of the Declaration and these By-Laws, shall be resolved in favor of the Declaration and these By-Laws, and any inconsistencies between any statute applicable to associations formed to administer property submitted to the condominium form of ownership, and the Articles or By-Laws of the Association shall be resolved in favor of the statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or By-Laws of the Association, the terms and provisions of the Declaration shall prevail, and the Owners and all persons claiming under them covenant to vote in favor of such inconsistencies.

ARTICLE V

DETERMINATION AND PAYMENT OF ASSESSMENTS

Section 1. Obligation of Owners to Pay Assessments. It shall be the duty of every Unit Owner to pay his or her proportionate share of the expenses of administration, maintenance and repair of the Common Areas and Facilities and of the other expenses provided for herein. Such proportionate share shall be in the same ratio as his or her percentage of ownership in the Common Areas and Facilities as set forth in the Declaration. Payment thereof shall be in such amounts and at such times as may be determined by the Board of Managers of the Association, as hereinafter provided.

Section 2. Preparation of Estimated Budget. Each year on or before December 1st, the Association shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Areas and Facilities as set forth in the Declaration. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Owner shall be obligated to pay to the Association or as it may direct one-twelfth (1/12) of the assessment made pursuant to this section. On or before the date of the annual meeting of each calendar year, the Association shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Areas and Facilities to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the Common Areas and Facilities to the installments due in the succeeding six months after rendering of the accounting.

Section 3. Reserve for Contingencies and Replacements. The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate

which may be necessary for the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Association shall prepare an estimate of the additional cash requirements then necessary, or necessary, for the balance of the year, which additional amount of cash requirements shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Areas and Facilities. The Association shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than (10) days after the delivery or mailing of such notice of further assessments. All Owners shall be obligated to pay the adjusted monthly amount.

Section 4. Budget for First Year. When the first Board of Managers elected hereunder takes office, the Association shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in Section 2 of this Article V.

Section 5. Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 6. Books and Records of Association. The Association shall keep full and correct books of account and the same shall be open for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days' notice to the Board of Managers and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

Section 7. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit and account of all of the Owners in proportion to each Owner's percentage ownership in the Common Areas and Facilities as provided in the Declaration.

Section 8. Annual Audit. The books of the Association shall be audited once a year by the Board of Managers, and such audit shall be completed prior to each annual meeting. If requested by two members of the Board of Managers, such audit shall be made by a Certified Public Accountant. In addition, and at any time

requested by the Owners of twenty-five percent (25%) or more Units the Board of Managers shall cause an additional audit to be made.

Section 9. Remedies for Failure to Pay Assessments. If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board of Managers may bring suit for and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefor as provided in the Declaration; and, there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by the Declaration, any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board of Managers as in the case of foreclosure of liens against real estate, as provided in the Declaration. As provided in the Declaration, the members of the Board of Managers and their successors in office, acting on behalf of the other Unit Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Any mortgagee shall be given written notice of such failure to pay such assessment.

ARTICLE VI

INDEMNIFICATION OF BOARD MEMBERS AND OFFICERS

Each Board member and officer of the Association, and each former Board member and officer of the Association, shall be indemnified by the Association against the costs and expenses reasonably incurred by him or her in connection with the defense of any pending or threatened action, suit or proceeding, criminal or civil, to which he or she is or may be made a party by reason of his or her being or having been such Board member or officer of the Association (whether or not he or she is a Board member or officer at the time of incurring such costs and expenses), except with respect to matters as to which he or she shall be adjudged in such action, suit or proceeding to be liable for misconduct or negligence in the performance of his or her duty as such Board member or officer. In case of the settlement of any action, suit or proceeding to which any Board member or officer of the Association, or any former Board member or officer of the Association, is made a party or which may be threatened to be brought against him or her by reason of his or her being or having been a Board member or officer of the Association, he or she shall be indemnified by the Association against the costs and expenses (including the cost of settlement) reasonably incurred by him or her in connection with such action, suit or proceeding (whether or not he or she is a Board member or officer at the time of incurring such costs and expenses), if (a) the Association shall be advised by independent counsel that such Board member or officer did not misconduct himself or herself or was not negligent in the performance of his or her duty as such Board member or officer with respect to the matters covered by such action, suit or proceeding, and the cost to the Association of indemnifying such Board member or officer (and all other Board member and officers, if any, entitled to indemnification hereunder in such case) if such action, suit or proceeding were carried to a final adjudication in their favor could

reasonably be expected to exceed the amount of costs and expenses to be reimbursed to such Board members and officers as a result of such settlement, or (b) disinterested Association members entitled to exercise a majority of the voting power shall, by vote at any annual or special meeting of the Association, approve such settlement and the reimbursement to such Board member or officer of such costs and expenses. The phrase "disinterested members" shall mean all members of the Association other than (i) any Board member or officer of the Association who at the time is or may be entitled to indemnification pursuant to the foregoing provisions, (ii) any corporation or organization of which any such Board member or officer owns of record or beneficially ten percent (10%) or more of any class of voting securities, (iii) any firm of which such Board member or officer is a partner, and (iv) any spouse, child, parent, brother or sister of any such Board member or officer. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such Board member or officer, and shall not be exclusive of other rights to which any Board member or officer may be entitled as a matter of law or under the Declaration, any vote of Association members or any agreement.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Copies of Notice to Mortgage Lenders. Upon written request to the Board of Managers by the holder of any duly recorded mortgage against any Unit Ownership, the Board of Managers shall give such mortgage holder a copy of any and all notices permitted or required by the Declaration or these By-Laws to be given to the Owner or Owners whose Unit Ownership is subject to such mortgage.

Section 2. Service of Notices on the Board of Managers. Notices required to be given to the Board of Managers or to the Association may be delivered to any member of the Board of Managers or officer of the Association either personally or by mail addressed to such member or officer at his or her Unit.

Section 3. Service of Notices on Devisees and Personal Representatives. Notices required to be given any devisees or personal representatives of a deceased Owner may be delivered either personally or by mail to such party at his, her or its address appearing on the records of the court wherein the estate of such deceased Owner is being administered.

Section 4. Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration or these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 5. Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these By-Laws shall be deemed to be binding on all Unit Owners, their successors and assigns.

Section 6. Notices of Mortgages. Any Owner who mortgages his or her Unit shall notify the Association in such manner as the Association may direct of the

name and address of his or her mortgagee and thereafter shall notify the Association of the payment, cancellation or other alteration in the status of such mortgage. The Association shall maintain such information in a book entitled "Mortgagees of Units".

Section 7. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 8. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by these By-Laws shall be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints or alienation; or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Ronald Reagan, President of the United States of America.

Section 9. Definitions. The terms used in these By-Laws (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of these By-Laws and of any amendment hereto shall have the respective meanings specified in Article I of the Declaration.

Section 10. Amendments of By-Laws. These By-Laws may be amended or modified at any time, or from time to time, by action or approval of the Owners exercising seventy-five percent (75%) or more of the voting power.

IN WITNESS WHEREOF, J. B. WOLFF & ASSOCIATES, INC., an Ohio corporation, the Grantor, by its officers thereunto duly authorized, has caused this instrument to be executed this _____ day of _____, 198_____.

Signed and acknowledged
in the presence of:

J. B. WOLFF & ASSOCIATES, INC.
an Ohio corporation

By: _____

Its _____

And By: _____

Its _____

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named J. B. WOLFF & ASSOCIATES, INC., an Ohio corporation, by _____, its _____, and by _____, its _____, who acknowledged that they did sign the foregoing instrument for and on behalf of said corporation and

DISCLOSURE STATEMENT

FOR

MARINA TOWNHOUSE CONDOMINIUM NO. 1

ERIE COUNTY

OHIO

Date: _____

Disclosure Statement No. _____

EXHIBITS TO DISCLOSURE STATEMENT
FOR
MARINA TOWNHOUSE CONDOMINIUM NO. 1

- EXHIBIT "A" Declaration of Condominium Ownership and attached Exhibits (excluding the Bylaws)
- EXHIBIT "B" Bylaws of Marina Townhouse Condominium No. 1 Unit Owners Association
- EXHIBIT "C" Articles of Incorporation of Marina Townhouse Condominium No. 1
- EXHIBIT "D" Site Plan
- EXHIBIT "E" Status of Title
- EXHIBIT "F" Floor Plans
- EXHIBIT "G" Budget Projection
- EXHIBIT "H" Facsimile Deed
- EXHIBIT "I" Facsimile Purchase Agreement
- EXHIBIT "J" Unit Descriptions
- EXHIBIT "K" Articles of Incorporation of The Harbour Homeowner's Association
- EXHIBIT "L" Declaration of The Harbour Homeowners Association
- EXHIBIT "M" Bylaws of The Harbour Homeowners Association
- EXHIBIT "N" Statement of Purchasers Rights

Marina Townhouse Condominium No. 1
C&C - 6/5/84 - 11:00 a.m. (35-D)

DISCLOSURE STATEMENT FOR
MARINA TOWNHOUSE CONDOMINIUM NO. 1
SANDUSKY, OHIO

IMPORTANT MATTERS TO BE CONSIDERED
IN ACQUIRING A CONDOMINIUM UNIT
ARE SET FORTH IN THIS DOCUMENT

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFERENCE SHOULD BE MADE TO THE CONDOMINIUM INSTRUMENTS, THIS DISCLOSURE STATEMENT AND ITS EXHIBITS.

PREFACE

This Disclosure Statement is offered in compliance with Section 5311.26 of the Ohio Revised Code which relates to the disclosure of all material circumstances or features affecting the purchase of a Condominium Ownership Interest in Marina Townhouse Condominium No. 1, Sandusky, Ohio ("Condominium Development"). This Disclosure Statement is indexed on each page of text with lettering and numbering that directly corresponds with the lettering and numbering of the sections and subsections of Section 5311.26 of the Ohio Revised Code to which the text applies.

Except as otherwise set forth herein, all words and terms used herein shall have the same respective meanings as specified in the Declaration of Condominium Ownership for Marina Townhouse Condominium No. 1 (the "Declaration"), a copy of which Declaration, amendments, if any, to the Declaration, together with a copy of the Bylaws of the Condominium Development's Condominium Owners' Association, amendments, if any, to the Bylaws, and a copy of the Drawings and amendments, if any, to the Drawings of Marina Townhouse Condominium No. 1 (the "Bylaws" and the "Drawings", respectively) have been delivered to each purchaser of a Unit or have been made available for each purchaser's review.

MARINA TOWNHOUSE CONDOMINIUM NO. 1

DISCLOSURE STATEMENT

I. INTRODUCTION

Condominium ownership is a relatively new property right which, in effect, combines two older forms of ownership. The condominium unit owner is (i) the sole owner in fee simple of that portion of a multi-family, residential building which comprises his or her living quarters, and (ii) one of owners of an undivided interest as a tenant in common of the "Common Areas and Facilities" which generally consist of: (a) facilities which commonly service his or her and other living quarters, and (b) areas which the unit owner may use and enjoy in common with other unit owners. Some Common Areas and Facilities are reserved for the use of particular unit owners, however, i.e., "limited common areas and facilities" and "exclusive use areas and facilities". Each owner of a unit has an "undivided interest" in the Common Areas and Facilities, which means that each owner of a unit has a share in the ownership of all of the Common Areas and Facilities. It is the dual form of ownership, consisting of the sole ownership of a unit and the multiple ownership as tenants in common of undivided interests in the Common Areas and Facilities, which sets condominium ownership apart from other forms of property ownership.

This Disclosure Statement is provided in compliance with Section 5311.26 of the Ohio Revised Code which relates to the disclosure of all material circumstances or features affecting the purchase of a Condominium Ownership Interest (as herein defined) in Marina Townhouse Condominium No. 1.

In order for the prospective purchaser of a condominium unit in Marina Townhouse Condominium No. 1 to gain an overview of the Condominium Development, a Site Plan is attached which depicts the land and building comprising the Condominium Development.

For a complete understanding of the Condominium Development, each prospective purchaser is advised to refer to a copy of the Declaration, By-Laws and the other Exhibits which are contained within, and are a part of, this Disclosure Statement.

II. SPECIFIC INFORMATION PURSUANT TO SECTION 5311.26 OF THE OHIO REVISED CODE (Subsections "A" through "O" of this Part II correspond to the Subsections "A" through "O" of Section 5311.26 of the Ohio Revised Code)

A. Name, Address and Telephone Number of the Condominium Development, the Developer and the Development Manager

The name and address of the condominium development (herein referred to as the "Condominium Development") described in this Disclosure Statement is:

Marina Townhouse Condominium No. 1
Sandusky, Ohio 44870

The name, address and telephone number of the developer (hereinafter referred to as the "Developer") is:

J. B. Wolff & Associates, Inc.
2001 Cleveland Road
Sandusky, Ohio 44870
(419) 626-9696

The name, address and telephone number of the condominium development manager (hereinafter referred to as the "Development Manager") is:

Stephen C. Lochner
2001 Cleveland Road
Sandusky, Ohio 44870
(419) 626-9696

B. General Narrative Description of the Condominium Development

The Condominium Development is a non-expandable condominium property ("Condominium Property") for which no additional Units may be added. The Declaration is attached hereto as Exhibit "A", the By-Laws are attached hereto as Exhibit "B" and the Articles of Incorporation are attached hereto as Exhibit "C".

The Condominium Property consists of the land, the legal description of which is set forth in Exhibit "A" to the Declaration, together with the building identified as the Building in the Site Plan and in the "Drawings" (which will be attached as Exhibit "C" to the Declaration), and all other structures, improvements and facilities which may be constructed on said land. There are five (5) residential units (hereinafter referred to as "Units") in the Condominium Property. The approximate floor plans of the various types of Units are attached hereto as Exhibit "F". A description of the types of Units in the Condominium Property is described in the attached Exhibit "J". Due to the unique nature of the condominium having various types of residential units and the choices of extras, it is impossible to state selling price for each unit until a purchaser has indicated such extras. The sale prices of the Units in the Condominium Property are subject to change based on changes in market conditions, in the Developer's sole discretion.

A purchaser of a Unit in the Condominium Development acquires the right to the exclusive ownership and possession of his or her Unit and an undivided interest in, and the right (for the purposes for which they are intended) to the use of the Common Areas and Facilities, excepting only the (i) Limited Common Areas and Facilities, and (ii) Exclusive Use Areas and Facilities, which are reserved for the exclusive use of particular Units. The attached Exhibit "H" is a sample copy of the Deed to be used by the Developer in conveying to purchasers title to the Units in the Condominium Property.

The Condominium Development is located in a planned development. Each Unit owner will automatically become a member of The Harbour Homeowner's Association, Inc. ("Harbour Association") and will be subject to the Articles of Incorporation, a copy of which is attached hereto as Exhibit "K", Declaration of Restrictions and Covenants of Record, copy of which is attached hereto as Exhibit "L", together with its By-Laws, a copy of which is attached hereto as Exhibit "M". In addition to the common expenses of the Condominium Development, each Unit owner will be obligated to pay dues to the Harbour Association, which dues will be used pursuant to the terms of the Declaration of Restrictions and Covenants of Record and the By-Laws thereto.

C. 1. Status of Construction, Zoning, Site Plan, Etc., and the Scheduled Dates of Completion of Buildings and Common Areas and Facilities

The land in the Condominium Development consists of .5039 acre. The land is zoned for condominium development. The proposed Site Plan attached hereto as Exhibit "D" has been approved in concept by the local zoning authority. The Developer has not received notice of any violation of any Federal, State or local statutes, ordinances or regulations and, to the best of its knowledge, it is in compliance with the requirements of all governmental authorities.

As of June, 1984 construction of the Development had commenced. The building and other Common Areas and Facilities to be constructed as the Condominium Property are scheduled for completion by December, 1984. The foregoing date is subject to extension in the event of unavoidable delays attributable to the occurrence of any event beyond the reasonable control of the Developer.

The Condominium Property itself does not contain any recreational facilities, however, the Harbour Association does which each Unit Owner may use in accordance with the rules of the Harbour Association.

Generally, the Common Areas and Facilities of the Condominium Property consist of the land described in Exhibit "A" to the Declaration, the structural components of the building constructed on said land, the Limited Common Areas and Facilities (generally the patios and balconies), the Exclusive Use Areas and Facilities, all portions of the utility systems connecting each Unit with the main service lines providing utility services for the Condominium Property, all parking areas, all driveways and walkways and all other parts of the Condominium Property necessary or convenient to its existence, maintenance and safety.

The Declaration reserves for the use of a certain Unit(s), to the exclusion of all other Units, "Limited Common Areas and Facilities", being those portions of the Common Areas and Facilities which are the patios and balconies contained within the aforesaid building, storage areas and parking areas.

2. The Marina and Other Entities.

Adjacent to the property comprising the Harbour Association is a marina known as The Marina, a marine condominium (the "Marina"). Other portions of the property comprising the Harbour Association contain a Yacht Club and other condominium entities ("Other Entities"). These properties are separate and distinct entities from the Condominium Property, although all of such properties, (but exclusive of the Marina) including the Condominium Property, are members of and subject to the Harbour Association.

A purchaser of a Unit does not acquire any right, title or interest in the Marina or Other Entities, nor will a purchaser of a Marina Unit in the Marina or a unit in the Other Entities acquire any right, title or interest in the Condominium Property or the other property not so purchased. The various property owners will share certain easements and common properties pursuant to the Harbour Association.

It is the Developer's intention to make the Marina Units in the Marina available for purchase by Unit owners in the Condominium Development, but they are also intended to be sold on a first come basis.

A purchaser of a Unit in the Condominium Property that desires a Marina Unit in the Marina must make his or her own arrangements to acquire such Marina Unit to the extent that such are available. In the event that there are no Marina Units in the Marina available for sale or rent, the Developer shall have no liability therefor to any purchaser of a Unit in the Condominium Property.

D. Financing

A purchaser of a unit in the Condominium Development may pay cash or apply for financing from any bank or lending institution of his choice. Upon request, the Developer's sales representatives will refer purchasers to any savings and loan associations, banks, or other lending institutions which express an interest in providing mortgage financing to purchasers of Units in the Condominium Development. No such introduction shall obligate or commit either the purchaser, the Developer, or the lending institution in respect of any proposed mortgage loan.

A purchaser may also avail himself of the financing arrangements described below which have been arranged or provided by the Developer.

The Developer has arranged with Diamond Savings and Loan Company, Findlay, Ohio ("Diamond") to provide first mortgage loans to purchasers of Units in the Condominium Development who meet Diamond's loan criteria. These loans may be in an amount up to a maximum of approximately ninety percent (90%) of the selling price of a Unit (mortgage insurance may be required) with interest rates and points at various levels and amounts depending upon market conditions and the then current interest rates. The terms of the loan will be up to five (5) years, with amortization schedules up to thirty (30) years. Diamond also offers other loan programs to purchasers.

A purchaser of a Unit in the Condominium Development may pay cash or apply for financing from any bank or lending institution of his or her choice.

Upon request, the Developer's sales representatives will refer purchasers to any savings and loan associations, banks or other lending institutions which express an interest in providing mortgage financing to purchasers of Units in the Condominium Development. No such introduction shall obligate or commit either the purchaser or the lending institution in respect of any proposed mortgage loan.

E. Description of Warranties

In the Declaration, the Developer has furnished a two (2) year warranty covering the full cost of labor and materials for any repair or replacement of roof and structural components and mechanical, electrical, plumbing and common service elements serving the Condominium Property as a whole, occasioned or necessitated by a defect in material or workmanship and a one (1) year warranty covering the full cost of labor and materials for any repair or replacement of structural, mechanical and other elements pertaining to each Unit in the Condominium Development, occasioned or necessitated by a defect in material or workmanship, commencing as follows:

1. The two (2) year warranty shall commence on the date that the deed or other evidence of ownership is filed for record following the sale of the first Condominium Ownership Interest (as herein defined) in the Condominium Property, to a purchaser in good faith for value.
2. The one (1) year warranty shall commence on the date the deed or other evidence of ownership is filed for record following the first sale of a Condominium Ownership Interest to a purchaser in good faith for value.

In the case of ranges, refrigerators, washing machines, clothes dryers, hot water heaters, and other similar appliances, if any, installed and furnished by the Developer as part of a Unit in the Condominium Development, the valid assignment by the Developer of the express and implied warranty of the manufacturer satisfies the Developer's warranty obligation with respect to such appliances, and the Developer's warranty is limited to the installation of said appliances.

All warranties made to the Developer that exceed the time periods set forth hereinabove with respect to any part of the Units or Common Areas and Facilities of the Condominium Development shall be assigned to purchasers of said Units.

F. Projection of Annual Expenditures Necessary to Operate and Maintain the Common Areas and Facilities of the Condominium Development

The attached Exhibit "G" entitled "Budget Projection" is a two (2) year projection of annual expenditures necessary to operate and maintain the Common Areas and Facilities of the Condominium Development, prepared by the Development Manager, specifically stating the assumptions and bases of

the projections, and a complete statement of estimated monthly cost per Unit for such two (2) year period, including:

1. The formula for determining the share of common expenses for each Unit contained in the Condominium Development;
2. The amount of taxes and insurance and a description of the basis or formula used in arriving at these amounts;
3. The dollar amount of operating and maintenance expenses;
4. The monthly cost of utilities; and
5. Any other costs, fees, and assessments reasonably ascertainable by the Developer.

As provided in the Declaration of Restrictions and Covenants of Record of the Harbour Association, the Harbour Association is charged with all landscaping, lawnmowing, snowplowing, dredging and marking of channels and canals, maintenance of seawalls and the like. Therefore, also set forth on Exhibit G is the estimated monthly assessment of the Harbour Association.

While the two-year projection is set forth as Exhibit G, the Developer, in planning the marketing aspects of the Condominium Development, has elected not to cause a maintenance fee to be charged to any Unit Owner, including the Developer for any unsold Units it may own, for a period through May, 1985. The Developer will assume and pay for all common area costs exclusive of any reserve sum and utility charges of Unit Owners for their Units for said time period.

G. No Conversion Information

Subsection 5311.26(G) of the Ohio Revised Code is not applicable, since this subsection applies only to a conversion condominium development and the Condominium Development does not involve a conversion.

H. Management of the Condominium Development

1. Conditions for Formation of a Unit Owners Association

The Marina Townhouse Condominium No. 1 Unit Owners Association (hereinafter referred to as the "Association") shall manage the Condominium Development with the right, however, to delegate its authority as provided in the Declaration. The Association shall be established not later than the date the deed or other evidence of ownership is filed for record following the first sale of a Condominium Ownership Interest. Until the Association is established, the Developer shall act in all instances where action of the Association or its officers is authorized or required by law or the Declaration.

2. Voting Rights

Each purchaser, upon acquisition of a Condominium Ownership Interest, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his or her Condominium Ownership Interest, at which time the new owner of said Condominium Ownership Interest shall automatically become a member of the Association. Each owner of a Unit within the Condominium Development may exercise that percentage of the total voting power of all owners of Units within the Condominium Development on any question for which the vote of the owners of said Units is permitted or required that is equivalent to the percentage of interest in the Common Areas and Facilities appurtenant to said Unit. If two or more persons, whether fiduciaries, tenants in common or otherwise, own undivided interests in a Unit within the Condominium Development, each shall be entitled to exercise the proportion of the voting power for said Unit that is equivalent to such person's proportionate interest in said Unit.

Except for the power and authority vested in the Developer or in the owners of Units by the Declaration, the By-Laws or Chapter 5311 of the Ohio Revised Code, all power and authority of the Association shall be exercised by a Board of Managers (herein referred to as the "Board") which shall consist of not less than three (3) persons nor more than five (5) persons.

Until such time as Condominium Ownership Interests to which appertain not less than twenty-five percent (25%) of the undivided interests in the Common Areas and Facilities of the Condominium Property have been sold and conveyed by Developer, the Developer shall have the right to elect or designate all of the Board Members; provided, however, that the initial Board designated by the Developer shall consist of three (3) persons and may be enlarged by the Developer to five (5) persons not later than the time that the Developer has sold and conveyed Condominium Ownership Interests to which appertain twenty-five percent (25%) of the undivided interests in the Common Areas and Facilities of the Condominium Property. Not later than the time that Condominium Ownership Interests to which appertain twenty-five percent (25%) of the undivided interests in the Common Areas and Facilities of the Condominium Property and the Additional Condominium Property have been sold and conveyed by the Developer, the Association shall meet and the owners of Units, other than the Developer, shall elect a total of twenty-five percent (25%) of the Board Members who shall replace that number of Board Members previously elected or designated by the Developer. Not later than the time that Condominium Ownership Interests to which appertain fifty percent (50%) of the undivided interest in the Common Areas and Facilities of the Condominium Property have been sold and conveyed by the Developer, the Association shall meet and the owners of Units, other than the Developer, shall elect thirty-three and one-third percent (33-1/3%) of the Board Members who shall replace that number of the

Board Members previously elected or designated by the Developer. The Developer has the sole right to designate the remaining Board Members.

Subject to the foregoing provisions of this Subsection H.2., the Declaration authorizes the Developer or persons designated by the Developer to appoint and remove members of the Board and other officers of the Association and to exercise the powers and responsibilities assigned by law or the Declaration to the Association, the Board or the officers of the Association until the earlier of (i) five (5) years following the date of the establishment of the Association, or (ii) thirty (30) days after the date of the sale and conveyance to purchasers in good faith for value of Condominium Ownership Interests to which appertain seventy-five percent (75%) or more of the undivided interests in the Common Areas and Facilities of the Condominium Property. Within thirty (30) days after the expiration of said authority of the Developer or such earlier date as shall be required by law, the Association shall meet (herein referred to as the "First Annual Meeting") and elect all Board Members and all officers of the Association and all persons previously elected or designated whether by the Developer or by the other owners of Units shall immediately resign; provided, however, that such persons shall be eligible for re-election to the Board. The persons so elected at the First Annual Meeting shall take office upon such election and shall serve for the respective terms specified in the By-Laws.

3. Contractual Rights and Responsibilities of the Association.

a. Management.

The Association shall manage the Condominium Development with the right, however, to delegate its authority as herein provided.

b. Common Areas and Facilities.

It is the responsibility of the Association to maintain and keep the Common Areas and Facilities of the Condominium Development in a state of good working order, condition and repair, in a clean, neat, safe, and sanitary condition, and in conformity with all laws, ordinances and regulations applicable to the Common Areas and Facilities, subject, however, to the rights and responsibilities of the Harbour Association with respect to maintenance, replacement and repairs.

c. General Duties.

The Association is required to do any and all other things necessary and appropriate to carry out the duties and obligations reasonably intended to be required of it under the Declaration and Chapter 5311 of the Ohio Revised Code.

4. Condominium Instruments - Binding Legal Documents -Alterations or Amendments.

The condominium instruments are binding legal documents and may be altered or amended as set forth in Articles XVI of the Declaration as restricted by Article XVIII, H of the Declaration.

I. Agreements Affecting the Operation, Use, or Maintenance of or Access to All or Part of the Condominium Property.

1. Management Agreement.

The Condominium Development will be managed by the Association and there is no management agreements.

2. Purchase Agreement.

A facsimile of the Purchase Agreement that the Developer will submit to the prospective purchasers of Units in the Condominium Development is set forth in the attached Exhibit "I".

3. Other Agreements.

(Section L of Article II of this Disclosure Statement summarizes additional agreements which affect the Condominium Development.)

J. Purchaser's Rights.

A statement of a purchaser's rights is attached hereto as Exhibit "N".

K. Establishment of a Reserve Fund for Repair or Replacement of Components of Common Areas and Facilities.

The Board shall establish and maintain for the Association a reasonable reserve fund for repairs and replacements of components of the Common Areas and Facilities of the Condominium Development in such amount as the Board considers necessary. The Board, in its discretion, may require the owners of Units to make monthly reserve fund contributions. Any amounts which the Board shall determine to be required as a reserve fund for the Condominium Development shall be assessed against the owners of Units in the Condominium Development according to the percentage of interest in the Common Areas and Facilities of the Condominium Development appertaining to each Unit. Owners shall have no right to any portion of the funds in the reserve account; nor shall such owners have any claim against the Association with respect thereto. Extraordinary expenditures incurred in any year which were not originally included in the "estimated cash requirement" (as determined in the budget for the Association) for such year may be charged first against such reserve fund. The amount of the reserve fund shall be reviewed annually by the Board. Each purchaser of a Unit in the Condominium Development is required, at the time such purchaser acquires title to said Unit, to make an initial capital contribution to the Association in an amount

equal to twice the estimated initial monthly Assessment. The purpose of this contribution is to provide the Association with initial working capital and a contingency reserve.

L. Significant Terms of Any Encumbrances, Easements, Liens, and Matters of Title Affecting the Condominium Development.

Title in fee simple to the Condominium Development is vested in the Developer, subject, however, to various matters affecting title which are described in Exhibit "E" hereto and entitled "Condominium Development - Status of Title". The matters set forth in Exhibit "E" are more completely set forth in the Commitment for Issuance of Title Insurance issued to the Developer (herein referred to as the "Title Commitment"), a copy of which is on file and available for inspection by prospective purchasers at the office of the Developer.

In addition to the foregoing, prospective purchasers should be aware that title to the Condominium Development also will be subject to: (i) various conditions, covenants, easements and restrictions contained in the Declaration, By-Laws or Drawings in respect of the Condominium Development, (ii) the Declaration of Restrictions and Covenants of Record and the By-Laws of Harbour Homeowner's Association, Inc., (iii) various utility easements which may be granted after the date of this Disclosure Statement in favor of public utility companies, and (iv) the rights of all governmental authorities in respect of zoning ordinances.

While to the best of the Developer's knowledge none of the items summarized and discussed herein or contained in the Title Commitment or in the Declaration, By-Laws and Drawings in respect of the Condominium Development constitute a material impairment to its title and enjoyment as a residential property, prospective purchasers are advised to review all of the material referred to herein for a complete understanding of the matters affecting title to the Condominium Development.

M. Requirement for Escrow of Deposits.

Any deposit or down payment made in connection with the sale of a Unit in the Condominium Development shall be held in trust or escrow until delivered at settlement or returned to or otherwise credited to the purchaser of any such Unit or forfeited to the Developer or if a deposit or down payment of Two Thousand Dollars (\$2,000.00) or more is held for more than ninety (90) days, interest at the rate of at least four percent (4%) per annum for any period exceeding ninety (90) days shall be credited to the purchaser of said Unit at settlement or upon return or other credit made to such purchaser, or added to any forfeiture to the Developer. Deposits and down payments held in trust or escrow pursuant to this Section shall not be subject to attachment by creditors of the Developer or a purchaser of a Unit.

N. Restraints on the Free Alienability of All or Any Part of the Condominium Development.

There are no such restraints on the conveyance of Units.

O. Present Litigation Concerning the Condominium Development.

There is presently no litigation concerning the Condominium Development.

MARINA TOWNHOUSE CONDOMINIUM NO. 1

PURCHASER: _____

SELLER: J. B. WOLFF & ASSOCIATES, INC.

RECEIPT OF INFORMATION REQUIRED PURSUANT TO SECTIONS 5311.25 AND 5311.26 OF THE OHIO REVISED CODE.

PURCHASE AGREEMENT EXECUTED BY THE PURCHASER(S) AND SELLER ON _____, 19____.

CONDOMINIUM DOCUMENTS AND DISCLOSURE STATEMENT RECEIVED BY PURCHASER(S) ON _____, 19____.

The undersigned, purchaser(s) of a condominium unit in Marina Townhouse Condominium No. 1, pursuant to the requirements of Section 5311.27 of the Ohio Revised Code, hereby acknowledge receipt of the condominium documents and disclosure statement as required by Sections 5311.25 and 5311.26, respectively, of the Ohio Revised Code.

Date: _____

PURCHASER

Date: _____

PURCHASER