

DECLARATION AND BYLAWS  
 CREATING AND ESTABLISHING A PLAN FOR  
 CONDOMINIUM OWNERSHIP  
 UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO  
 FOR  
 MARINA VIEW TOWNHOUSES CONDOMINIUM

CERTIFICATE OF AUDITOR

November 27, 1990

Receipt is hereby acknowledged of a copy of the Declaration, Bylaws, and Drawings of the above-named Condominium.

This conveyance has been examined and the grantor has complied with sections 310-202 and 322.02 of the revised code.

FEE \$ \_\_\_\_\_  
 EXEMPT  \_\_\_\_\_  
 R.E. TRANSFER \$ \_\_\_\_\_

**JAMES W. MCKEEN**  
 COUNTY AUDITOR

*James W. McKeen*  
 Erie County Auditor  
 FILE 380

This instrument prepared by Richard L. Loveland, attorney at law, Loveland & Brosius, 50 West Broad Street, Columbus, Ohio 43215.

DECLARATION INDEX

<u>ITEM</u>	<u>PAGE</u>
RECITALS	1
DEFINITIONS	1
THE PLAN	3
THE LAND (ARTICLE I)	3
NAME (ARTICLE II)	3
PURPOSES; RESTRICTIONS (ARTICLE III)	3
Purposes (Section 1)	3
Restrictions (Section 2)	3
(a) Unit Uses	4
(b) Common Areas Uses	4
(c) Limited Common Areas Uses	4
(d) Visible Areas	4
(e) Offensive Activities	5
(f) Vehicles	5
(g) Renting and Leasing	5
(h) Signs	5
(i) Replacements	5
(j) Structural Integrity	5
(k) Construction in Easements	6
(l) Animals	6
(m) Conveyances	6
(n) Discrimination	6
(o) Architectural Control	7
(p) Rules and Regulations	7
(q) Disputes Between Owners	7
(r) Harbour Master Association Restrictions	7
IMPROVEMENT DESCRIPTIONS (ARTICLE IV)	7
Residential Building (Section 1)	8
Other (Section 2)	8
UNITS (ARTICLE V)	8
Unit Designations (Section 1)	8
Composition of Units (Section 2)	8
(a) Unit Composition	9
(b) Units Types, Sizes, Locations and Components	9
COMMON AND LIMITED COMMON AREAS (ARTICLE VI)	10
Common Areas - Description (Section 1)	10
Limited Common Areas - Description (Section 2)	10
Undivided Interest (Section 3)	10
UNIT OWNERS' ASSOCIATION (ARTICLE VII)	10
Establishment of Association (Section 1)	10
Membership (Section 2)	11
Voting Rights (Section 3)	11
Board of Trustees (Section 4)	11
Authority (Section 5)	11
Delegation of Authority; Professional Management (Section 6)	11
AGENT FOR SERVICE (ARTICLE VIII)	12
MAINTENANCE AND REPAIR (ARTICLE IX)	12
Association Responsibility (Section 1)	12
Individual Responsibility (Section 2)	13

	<u>PAGE</u>
UTILITY SERVICES (ARTICLE X)	13
INSURANCE; LOSSES; BONDS (ARTICLE XI)	13
Fire and Extended Coverage Insurance (Section 1)	13
Liability Insurance (Section 2)	15
Fidelity Bond (Section 3)	15
Hazard Insurance Carrier (Section 4)	16
Other Association Insurance (Section 5)	16
Insurance Representative; Power of Attorney (Section 6)	16
Unit Owners' Insurance (Section 7)	16
Sufficient Insurance (Section 8)	17
Insufficient Insurance (Section 9)	17
Lender Requirements (Section 10)	17
DAMAGE; RESTORATION; REHABILITATION AND RENEWAL (ARTICLE XII)	17
Restoration of Substantial Damage or Destruction (Section 1)	17
Election Not to Restore (Section 2)	18
Rehabilitation and Renewal (Section 3)	18
CONDEMNATION (ARTICLE XIII)	18
Standing (Section 1)	18
Use of Proceeds (Section 2)	18
Insufficient Proceeds (Section 3)	18
Non-Restorable Unit (Section 4)	19
Power of Attorney (Section 5)	19
GRANTS AND RESERVATION OF RIGHTS AND EASEMENTS (ARTICLE XIV)	19
Easements of Enjoyment; Limitations (Section 1)	19
Right of Entry for Repair, Maintenance and Restoration (Section 2)	19
Easements for Encroachments (Section 3)	20
Easement for Support (Section 4)	20
Easements for Proper Operations (Section 5)	20
Easement for Services (Section 6)	20
Easements Reserved to Declarant (Section 7)	20
Power of Attorney (Section 8)	21
General (Section 9)	21
ASSESSMENTS AND ASSESSMENT LIENS (ARTICLE XV)	21
Types of Assessments (Section 1)	21
Purpose of Assessments (Section 2)	21
Elements-Appportionment: Due Dates (Section 3)	21
(a) Annual Operating Assessments	21
(b) Special Assessments for Capital Improvements	23
(c) Special Individual Unit Assessments	23
Effective Date of Assessment (Section 4)	24
Effect of Nonpayment of Assessment; Remedies of the Association (Section 5)	24
Subordination of the Lien to First Mortgages (Section 6)	25
Certificate Regarding Assessments (Section 7)	25
Harbour Master Association Assessments (Section 8)	26
CONDOMINIUM INSTRUMENT REQUIREMENTS (ARTICLE XVI)	26
General (Section 1)	26
Deposits (Section 2)	26
Association Control (Section 3)	26
Limited Warranties (Section 4)	26
Declarant's Obligations (Section 5)	28

	<u>PAGE</u>
NOTICES TO AND VOTING RIGHTS OF LENDING INSTITUTIONS	28
(ARTICLE XVII)	28
Notices (Section 1)	29
Voting Rights (Section 2)	29
AMENDMENTS (ARTICLE XVIII)	29
Power to Amend (Section 1)	30
Method to Amend (Section 2)	30
GENERAL PROVISIONS (ARTICLE XIX)	30
Covenants Running With the Land (Section 1)	30
Actions (Section 2)	31
Severability (Section 3)	31
Gender and Grammar (Section 4)	31
Captions (Section 5)	31
LEGAL DESCRIPTION, CONDOMINIUM PROPERTY	EXHIBIT A
UNIT INFORMATION SHEET	EXHIBIT B
SKETCH PLOT PLAN, CONDOMINIUM PROPERTY	EXHIBIT C

BYLAWS INDEX

	<u>PAGE</u>
NAME AND LOCATION (ARTICLE I)	a
DEFINITIONS (ARTICLE II)	a
UNIT OWNERS (MEMBERS) (ARTICLE III)	a
Composition (Section 1)	a
Annual Meetings (Section 2)	a
Special Meetings (Section 3)	a
Notice of Meetings (Section 4)	b
Quorum; Adjournment (Section 5)	b
Proxies (Section 6)	b
Voting Power (Section 7)	b
Action in Writing Without Meeting (Section 8)	b
BOARD OF TRUSTEES: (BOARD OF MANAGERS) (ARTICLE IV)	b
Initial Trustees (Section 1)	b
Successor Trustees (Section 2)	b
Compensation (Section 3)	b
Regular Meetings (Section 4)	b
Special Meetings (Section 5)	c
Quorum (Section 6)	c
Voting Power (Section 7)	c
Action in Writing Without Meeting (Section 8)	c
Powers (Section 9)	d
Duties (Section 10)	d
OFFICERS (ARTICLE V)	d
Enumeration of Officers (Section 1)	e
Selection and Term (Section 2)	e
Special Appointments (Section 3)	e
Resignation and Removal (Section 4)	e
Duties (Section 5)	e
COMMITTEES (ARTICLE VI)	e
BOOKS AND RECORDS (ARTICLE VII)	f
AUDITS (ARTICLE VIII)	f
FISCAL YEAR (ARTICLE IX)	f
AMENDMENTS (ARTICLE X)	f

DECLARATION

This is the Declaration of Marina View Townhouses Condominium made on or as of the \_\_\_\_\_ day of November, 1990, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

A. Admiral's Harbour, Inc., an Ohio corporation, "Declarant", is the owner in fee simple of all of the real property hereinafter described and the improvements thereon and appurtenances thereto.

B. The Declarant desires to create of this property a site of individually owned units, and commonly owned areas and facilities, and to these ends to submit this property to condominium ownership under the Condominium Act.

Definitions

The terms used in this document shall have these meanings, unless the context requires otherwise:

1. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating Marina View Townhouses Condominium Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio. (The State of Ohio's enabling non-profit corporation act.)

2. "Association" and "Marina View Townhouses Condominium Association" mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Condominium under the Condominium Act.

3. "Board" and "Board of Trustees" mean those persons who, as a group, serve as the board of trustees of the Association and are also one and the same as the board of managers of the Condominium established for the Condominium under the Condominium Act.

4. "Bylaws" mean the bylaws of the Association, created under and pursuant to the Condominium Act for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the Bylaws is attached hereto and made a part hereof.

5. "Common Areas" means all of the Condominium Property, except that portion described in this Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting "common areas and facilities" of the Condominium under the Condominium Act.

6. "Condominium" and "Marina View Townhouses Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the Condominium Act.

7. "Condominium Act" means Chapter 5311 of the Revised Code of Ohio.

8. "Condominium instruments" means this Declaration, the Bylaws, the Drawings, and, as provided by the Condominium Act, "all other documents, contracts, or instruments establishing ownership of or exerting control over a condominium property or unit."

9. "Condominium organizational documents" means the Articles, the Bylaws, the Drawings, and this Declaration.

10. "Condominium Property" means the tract of land herein-after described as being submitted to the Condominium Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.

11. "Declarant" means whoever is designated in the recitals of this Declaration as creating the Condominium, and Declarant's successors and assigns, provided the rights specifically reserved to Declarant under the Condominium organizational documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

12. "Declaration" means this instrument, by which the Condominium Property is hereby submitted to the Condominium Act.

13. "Drawings" means the drawings for the Condominium, and are the Drawings required pursuant to the Condominium Act. A set thereof is attached hereto, but the same may be detached and filed separately herefrom by the appropriate public authorities.

14. "Eligible mortgagees" means the holders of valid first mortgages on Units who have given written notice to the Association stating their names, addresses and Units subject to their mortgages.

15. "The Harbour" is the planned residential development lying generally north of Harbour Parkway and Heron Creek Drive, east of Sandusky Bay, and west of Portside Drive in Sandusky, Erie County, Ohio, excluding certain Harbour Marina properties and commercial facilities, all located on 25.6797 acres, that has been subjected to a master plan of restrictions, easements and agreements for the benefit of the residential development by prior owners of the property that constitutes The Harbour, and that may be expanded by Declarant to encompass additional property. The Condominium is part of The Harbour.

16. "Harbour Master Association" is an Ohio corporation not-for-profit named "The Harbour Homeowners Association, Inc.", formed by prior owners of the property that constitutes The Harbour to administer The Harbour's master plan of restrictions, easements and agreements. Each Unit owner automatically becomes a member of the Harbour Master Association upon obtaining title to a Unit, and continues to be a member until such time as that Unit owner ceases to own a Unit.

17. "Limited Common Areas" means those Common Areas serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit or Units either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting "limited common areas and facilities" of the Condominium under the Condominium Act.

18. "Master Declaration" means the "Declaration of The Harbour Homeowners Association", dated November 1, 1984, and recorded in Volume 512 of Deeds, at page 61 et seq., Erie County, Ohio, and all lawful amendments thereto.

19. "Occupant" means a person lawfully residing in a Unit, regardless of whether or not that person is a Unit owner.

20. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

21. "Trustee" and "Trustees" mean that person or those persons serving, at the time pertinent, as a trustee or trustees of the Association, and mean that same person or those persons serving in the capacity of a member of the board of managers of the Association, as defined in the Condominium Act.

22. "Unit" and "Units" mean that portion or portions of the Condominium Property described as a unit or units in this Declaration, and is that portion of the Condominium constituting a "unit" or "units" of the Condominium under the Condominium Act.

23. "Unit owner" and "Unit owners" mean that person or those persons owning a fee simple interest in a Unit or Units, each of whom is also a "member" of the Association, as defined in Chapter 1702 of the Revised Code of Ohio.

The Plan

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of the below-described property under and pursuant to the provisions of the Condominium Act:

ARTICLE I

THE LAND

A legal description of the land constituting a part of the Condominium Property, located in the City of Sandusky, Erie County, Ohio, and consisting of 0.4137 acres, more or less, is attached hereto and marked "Exhibit A".

ARTICLE II

NAME

The name by which the Condominium shall be known is "Marina View Townhouses Condominium".

ARTICLE III

PURPOSES; RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property to which fee simple interests may be conveyed; to establish a unit owners' association to administer the Condominium; to provide for the preservation of the values of Units and the Common Areas; to provide for and promote the benefit, enjoyment and well being of Unit owners and occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

Section 2. Restrictions. The Condominium and the Condominium Property shall be benefited by and subject to the following restrictions:

(a) Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence for individuals



living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no Unit may be used as a group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit), making professional telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; (ii) it shall be permissible for the Declarant to maintain, during the period of its sale or rental of Units, but for no longer than a two year period of time from the time of the closing of the first sale of a Unit to a bona fide purchaser, one or more Units as sales and rental models and offices, and for storage and maintenance purposes; and (iii) one or more Units may be maintained for the use of the Association in fulfilling its responsibilities.

(b) Common Areas Uses. The Common Areas (except the Limited Common Areas) shall be used in common by Unit owners and occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, reasonably suited and capable, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units. Unless expressly provided otherwise herein, no Common Areas shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit owners and occupants.

(c) Limited Common Areas Uses. Those portions of the Common Areas described herein and shown on the Drawings as Limited Common Areas shall be used and possessed exclusively by the Unit owners and occupants of the Unit or Units served by the same, as specified in this Declaration, and shall be used only for the purposes intended.

(d) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes, curtains, or louvered blinds) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, no sign, awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, or in, on, or over a patio or balcony, unless authorized by the Board, and no clothes, sheets, blankets, laundry of any kind, or other articles, shall be hung out or exposed on any part of the Common Areas.

(e) Offensive Activities. No noxious or offensive activity shall be carried on in any Unit, or upon the Common or Limited Common Areas, nor shall any be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant. Except in areas specifically designed and intended for such purposes, no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles,

benches or chairs shall be permitted on any part of the Common Areas.

(f) Vehicles. No truck, boat, or mobile home shall be allowed to park on the Common Areas for a period exceeding twenty-four (24) hours except in a garage. No trailer shall be allowed to park for a period longer than twelve (12) hours on the Common Areas except in a garage. In no event shall a trailer be allowed to park on the Common Areas on a regular basis unless it is in a garage. In addition, the Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles, inoperable vehicles, trucks, trailers, boats and recreational vehicles on the Common Areas, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.

(g) Renting and Leasing. No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than thirty (30) days; (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium organizational documents and lawful rules and regulations shall be a default under the lease. Prior to the commencement of the term of a lease the Unit owner shall notify the Board, in writing, the name or names of the tenant or tenants and the time during which the lease term shall be in effect.

(h) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (a) on the Common Areas, signs regarding and regulating the use of the Common Areas, provided they are approved by the Board; (b) on the interior side of the window of a Unit, one professionally prepared sign not in excess of nine square feet in size, advertising the Unit for sale or rent; and (c) on the Common Areas and model Units, signs advertising the sale and/or rental of Units by the Declarant during the initial sale and rental period.

(i) Replacements. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced.

(j) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common or Limited Common Areas, which may impair the structural integrity of any improvement.

(k) Construction in Easements. No structure, planting or other material shall be placed or permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or

interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(l) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Areas. Notwithstanding the foregoing, inoffensive birds, and no more than one dog and one cat, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) no animals shall be permitted on any portion of the Common Areas except on a leash (not longer than six feet in length) maintained by a responsible person; (ii) the permitting of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets; and (iii) the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants.

(m) Conveyances. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Areas shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. In any instrument of conveyance or creating an encumbrance, or in any other document legally describing a Unit, it shall be sufficient to lawfully describe a Unit and its interest in the Common Area by referring to the Unit designation of the Unit and the appropriate recording references of the initial page of this Declaration and the Drawings. The right of a Unit owner to sell, transfer or otherwise convey that owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit owner may transfer that owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit owners, each Unit owner agrees to notify the Association, in writing, within five days after an interest in that Unit owner's Unit has been transferred to another person. In addition, each Unit owner agrees to provide to a purchaser of that owner's Unit a copy of the Condominium organizational documents and all effective rules and regulations.

(n) Discrimination. No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit owner in favor of another.

(o) Architectural Control. No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials,