

MARINA VILLA 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 March 7, 1985.

By: James W. McKeen  
C.A. Deputy Auditor

This conveyance has been examined and the Grantor has complied with section 310-202 of the Revised Code

FEE \$ \_\_\_\_\_

EXEMP)  \_\_\_\_\_

James McKeen, County Auditor

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MARINA VILLA CONDOMINIUM NO. 1

J. B. WOLFF & ASSOCIATES, INC.

SANDUSKY, OHIO

DECLARATION OF CONDOMINIUM OWNERSHIP

WITH BYLAWS

EASEMENTS, RESTRICTIONS, AND COVENANTS

Marina Villa Condominium No. 1  
C&C - 3/8/84 - 1:00 p.m. (35-C)

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OF  
MARINA VILLA CONDOMINIUM NO. 1

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DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

MARINA VILLA 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 Villa Condominium No. 1 Unit Owners' Association, Inc., which is a non-profit Ohio corporation acting as an organization of all unit owners for administering the Condominium Property subject to this Declaration and By-Laws.

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

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

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

(5) "Common Areas and Facilities" or "Common Elements" means all parts of the Condominium Property except the Units, including, without limitation, all foundations, exterior and supporting girders, beams, supports and walls and roof of the Buildings, 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, elevators, elevator shafts and equipment, driveways and parking spaces and all lawns, landscaping, gardens and recreational facilities now or hereafter situated on the Condominium Property, including any repairs and replacements thereof.

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

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

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

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

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

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

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

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

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

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

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

(14) "Garage Unit" means a Unit intended to be used for the purpose of parking vehicles.



(15) "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.

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

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

(18) "Residential Unit" means a Unit intended to be used as a personal residence of the Owner or Occupant.

(19) "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.

(20) "Unit" means that part of the Condominium Property described in Article V hereof and designed as a Residential Unit or Garage Unit.

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

(22) "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

1. The Condominium Property shall be known as Marina Villa Condominium No.

## ARTICLE IV

### General Description of Condominium Property

The Condominium Property consists of the Property and the Buildings and other improvements located thereon, including, without limitation, two (2) four (4)

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story buildings and containing a total of thirty-four (34) Residential Units and four (4) one (1) story buildings containing twenty-two (22) Garage Units; one building shall contain 9 Garage Units, one building shall contain 3 Garage Units and two buildings shall contain 5 Garage Units each, 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 Buildings, the Residential Units and Garage Units contained therein, and the Common Areas and Facilities are shown graphically on the Drawings. The Buildings are constructed principally of masonry, hardboard, wood siding and wood framing. All Units are designated on the Drawings by separate Unit numbers and style. The smallest Residential Unit contains approximately 1184 square feet and the largest Residential Unit contains approximately 1909 square feet. The Garage Units are 12 feet by 22 feet for a square footage of 264 feet each. The square footage of the Residential and Garage 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.

The individual Residential Units described herein further contain the following per floor plan:

SOUTH BUILDING - BUILDING 1 is a seventeen (17) Residential Unit Building containing Residential Units: first floor level 70, 71, 72, 73, 74, 75; second floor level 76, 77, 78, 79, 80, 81; third floor level 82, 83, 84, 85 and 86.

NORTH BUILDING - BUILDING 2 is a seventeen (17) Residential Unit Building containing Residential Units: first floor level 87, 88, 89, 90, 91, 92; second floor level 93, 94, 95, 96, 97, 98; third floor level 99, 100, 101, 102 and 103.

Style A1 Residential Units are Residential Units 70 and 92.

Style A2 Residential Units are Residential Units 76 and 98.

Style B1 Residential Units are Residential Units 71, 72, 74, 88, 90 and 91.

Style B2 Residential Units are Residential Units 77, 78, 80, 94, 96 and 97.

Style B3 Residential Units are Residential Units 82, 83, 85, 100, 102 and 103.

Style C1 Residential Units are Residential Units 73 and 89.

Style C2 Residential Units are Residential Units 79 and 95.

Style C3 Residential Units are Residential Units 84 and 101.

Style D1 Residential Units are Residential Units 75 and 87.

Style D2 Residential Units are Residential Units 81 and 93.

Style D3 Residential Units are Residential Units 86 and 99.

Style A1 Residential Units contain:

Two bedrooms/two baths with 1406 sf. of conditioned living area, 16 sf. of exterior storage and 18 sf. of corridor storage. This unit contains a kitchen, breakfast room, dining room, living room and patio area. All areas in this unit are contained on the first floor level.

Style A2 Residential Units contain:

Three bedrooms/three baths with 1909 sf. of conditions living area. 211 sf. of balcony area with 18 sf. of exterior storage, 48 sf. of attic storage and 18 sf. of corridor storage space are also included in this floor plan. This unit contains a kitchen, breakfast room, dining room, living room, two bedrooms and two baths located on the second floor level. A third bedroom and bath are located in the loft area above the second floor.

Style B1 Residential Units contain:

Two bedrooms/two baths with 1184 sf. of conditioned living area, 12 sf. of exterior storage and 21 sf. of corridor storage. This unit contains a kitchen, breakfast room, combined living and dining room and patio area. All areas in this unit are contained on the first floor level.

Style B2 Residential Units contain:

Two bedrooms/two baths with 1184 sf. of conditioned living area, 126 sf. of balcony, 12 sf. of exterior storage and 21 sf. of corridor storage. This unit contains a kitchen, breakfast room and combined living room/dining room. All areas in this unit are contained on second floor level.

Style B3 Residential Units contain:

Three bedrooms/three baths with 1561 sf. of conditioned living area, 70 sf. of balcony and 21 sf. of corridor storage area. This unit contains a kitchen, combined living and dining room, two bedrooms and two baths which are located on the third floor level. A third bedroom and bath is contained on a loft level above the third floor.

Style C1 Residential Units contain:

Two bedrooms/two baths with 1293 sf. of conditioned living area, 15 sf. of exterior storage and 17 sf. of corridor storage. This unit contains a kitchen, combined living room and dining room and patio area. All areas in this unit are contained on the first floor level.

Style C2 Residential Units contain:

Two bedrooms/two baths with 1293 sf. of conditioned living area, 151 sf. of balcony with 15 sf. of exterior storage and 17 sf. of corridor storage. This unit contains a kitchen and combination living room and dining room. All areas in this unit are contained on second floor level.