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MARINA VILLA TOWNHOME 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

July 29, 1985.

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MARINA VILLA TOWNHOME CONDOMINIUM NO. 1

J. B. WOLFF & ASSOCIATES, INC.

SANDUSKY, OHIO

DECLARATION OF CONDOMINIUM OWNERSHIP

WITH BYLAWS

EASEMENTS, RESTRICTIONS, AND COVENANTS

Marina Villa Townhome Condominium No. 1  
CCS - 01/25/85 - 10:00 a.m. (35-B)

DECLARATION OF CONDOMINIUM OWNERSHIP  
OF  
MARINA VILLA TOWNHOME CONDOMINIUM NO. 1

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DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
MARINA VILLA TOWNHOME 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 Townhome 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) "Boat Slip" means a rectangular body of water adjacent to the dock as shown on the Drawings.

(4) "Boat slip Interest" means an interest in a Boat Slip recorded in the name of a Unit Owner on the books of the Association.

(5) "Boat Slip User" means a person or persons, natural or artificial, whose name has been recorded on the books of the Association, in accordance with the Declaration, the By-Laws and the Rules, as having the exclusive use of a designated Boat Slip.

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

(7) "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.

(8) "Common Areas and Facilities" or "Common Elements" means all parts of the Condominium Property except the Units, including, without limitation, all foundations, exterior and supporting girders, beams, supports and walls and roofs of the Buildings, all structural and component parts of all interior walls, windows and doors in the perimeter walls, floors, and ceilings of the Buildings, all doorsills, balconies, patios, stoops, courtyards, walkways, all plumbing, electrical, antennas and other utility services and lines, entrance ways and exits, driveways and parking spaces and all lawns, landscaping, gardens and recreational facilities now or hereafter situated on the Condominium Property, including any repairs and replacements thereof.

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

(10) "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.

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

(12) "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.

(13) "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.

(14) "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.



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

(16) "Dock Facilities" means all docks, piers, pilings, retaining walls and all other facilities or improvements, structural, maintained or improved from time to time for the purpose of maintaining or improving the Boat Slip area.

(17) "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.

(18) "Exclusive Use Areas and Facilities" means those parts of the Common Areas and Facilities, other than the Limited Common Areas and Facilities, reserved or assigned for the use of a certain unit or Units to the exclusion of other Units, as such right may be assigned to a Unit Owner by the Grantor or assigned from one Unit Owner to another Unit Owner.

(19) "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.

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

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

(22) "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.

(23) "Special Charges" means all costs, expenses and special assessments (excluding Common Assessments) which the Association shall or may charge against a Unit or a Unit Owner pursuant to this Declaration, the By-Laws, the Rules or the Condominium Act; which Special Charges need not be charged proportionately against all Units.

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

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

(26) "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 Villa Townhome 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, five (5) three (3) story buildings and containing a total of twenty-six (26) 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 Buildings, the Units contained therein, and the Common Areas and Facilities are shown graphically on the Drawings. The Buildings are constructed principally of masonry, hardboard, wood siding and wood framing. All Units are designated on the Drawings by separate Unit numbers and style. The smallest Unit contains approximately 1,181 square feet of conditioned living area and the largest Unit contains approximately 1,448 square feet of conditioned living area. 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:

- BUILDING ONE - is a six (6) Unit Building containing Units 193, 194, 195, 196, 197 and 198
- BUILDING TWO - is a six (6) Unit Building containing Units 187, 188, 189, 190, 191 and 192.
- BUILDING THREE - is a four (4) Unit Building containing Units 183, 184, 185 and 186
- BUILDING FOUR - is a six (6) Unit Building containing Units 177, 178, 179, 180, 181 and 182
- BUILDING FIVE - is a four (4) Unit Building containing Units 173, 174, 175 and 176