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HERON CREEK BOATHOUSE CONDOMINIUM NO. 1

DECLARATION OF CONDOMINIUM OWNERSHIP

This will certify that copies of this Declaration and By-Laws, together with Drawings, attached as Exhibits thereto, were filed in the Office of the County Auditor, Erie County, Ohio, on Nov. 9, 1984.

By: R. Haack
Deputy Auditor

This Instrument Prepared By:

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HERON CREEK BOATHOUSE CONDOMINIUM NO. 1

J. B. WOLFF & ASSOCIATES, INC.

SANDUSKY, OHIO

DECLARATION OF CONDOMINIUM OWNERSHIP

WITH BYLAWS

EASEMENTS, RESTRICTIONS, AND COVENANTS

DECLARATION OF CONDOMINIUM OWNERSHIP
OF
HERON CREEK BOATHOUSE CONDOMINIUM NO. 1

TABLE OF CONTENTS

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

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

Heron Creek Boathouse Condominium No. 1
 C&C - 12/8/83 - 1:00 p.m.

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

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

DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
HERON CREEK BOATHOUSE CONDOMINIUM NO 1.

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

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

NOW, THEREFORE, Grantor hereby declares:

ARTICLE I

Legal Description and Definitions

A. Legal Description.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(14) "Limited Common Areas and Facilities" means those parts of the Common Areas and Facilities reserved for the use of a certain Unit to the exclusion of all other Units and more specifically described in Article VI, Section E, hereof.

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

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

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

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

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

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

ARTICLE II

Establishment of Condominium and Division of Condominium Property

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

ARTICLE III

Name

The Condominium Property shall be known as Heron Creek Boathouse Condominium No. 1.

ARTICLE IV

General Description of Condominium Property

The Condominium Property consists of the Property and the Buildings and other improvements located thereon, including, without limitation, three (3) three (3) story buildings and containing a total of sixteen (16) 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 1434 square feet and the largest Unit contains approximately 1467 square feet. The square footage of the Units and their respective percentage of interest in the Common Areas and Facilities are set forth on Exhibit D, attached hereto and made a part hereof. All Units have direct ingress and egress to the Common Areas and Facilities. All such Units are clearly shown on the Drawings.

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

NORTH BUILDING - BUILDING B is a four (4) Unit Building containing Units 225, 226, 227 and 228.

MIDDLE BUILDING - BUILDING A is a six (6) Unit Building containing Units 229, 230, 231, 232, 233 and 234.

SOUTH BUILDING - BUILDING C is a six (6) Unit Building containing Units 235, 236, 237, 238, 239 and 240.

STYLE A UNITS are Units 225, 228, 229, 234, 235, and 240.

STYLE B UNITS are Units 226, 231, 232, 237 and 238.

STYLE C UNITS are Units 227, 230, 233, 236 and 239.

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

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

STYLE C UNITS contain: 1435 sf. of conditioned living area, 276 sf. of loft area storage that can be converted to a third bedroom, 252 sf. of balcony, 2 bedroom/2 bath with 1128 sf. boathouse. Entry and all living quarters at ground floor level. Master bedroom has view of courtyard. Living, dining area looks out over water with full access to large deck off water. Length of boat well is approximately 42'.

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 Buildings, 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.