

2287

DECLARATION AND BY-LAWS
 CREATING AND ESTABLISHING A PLAN FOR
 CONDOMINIUM OWNERSHIP
 UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO
 FOR
 ISLAND TOWNHOUSES CONDOMINIUM

CERTIFICATE OF AUDITOR

SEPT 26, 1988

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

Jane

Erie County Auditor

DL

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	4
(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	6
(p) Rules and Regulations	7
(q) Disputes Between Owners	7
(r) Harbour Master Association Restrictions	7
IMPROVEMENT DESCRIPTIONS (ARTICLE IV)	7
Residential Buildings (Section 1)	7
Other (Section 2)	8
UNITS (ARTICLE V)	8
Unit Designations (Section 1)	8
Composition of Units (Section 2)	8
(a) Unit Composition	8
(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)	11
Undivided Interest (Section 3)	11
UNIT OWNERS' ASSOCIATION (ARTICLE VII)	11
Establishment of Association (Section 1)	11
Membership (Section 2)	11
Voting Rights (Section 3)	11
Board of Trustees (Section 4)	12
Authority (Section 5)	12
Delegation of Authority; Professional Management (Section 6)	12
AGENT FOR SERVICE (ARTICLE VIII)	13
MAINTENANCE AND REPAIR (ARTICLE IX)	13
Association Responsibility (Section 1)	13
Individual Responsibility (Section 2)	13

	<u>PAGE</u>
UTILITY SERVICES (ARTICLE X)	14
INSURANCE; LOSSES; BONDS (ARTICLE XI)	14
Fire and Extended Coverage Insurance (Section 1)	14
Liability Insurance (Section 2)	15
Fidelity Bond (Section 3)	16
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)	17
Sufficient Insurance (Section 8)	17
Insufficient Insurance (Section 9)	17
Lender Requirements (Section 10)	13
DAMAGE; RESTORATION; REHABILITATION AND RENEWAL (ARTICLE XII)	18
Restoration of Substantial Damage or Destruction (Section 1)	18
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)	19
Insufficient Proceeds (Section 3)	19
Non-Restorable Unit (Section 4)	19
Power of Attorney (Section 5)	20
GRANTS AND RESERVATION OF RIGHTS AND EASEMENTS (ARTICLE XIV)	20
Easements of Enjoyment; Limitations (Section 1)	20
Right of Entry for Repair, Maintenance and Restoration (Section 2)	20
Easements for Encroachments (Section 3)	20
Easement for Support (Section 4)	21
Easements for Utilities (Section 5)	21
Easement for Services (Section 6)	21
Easements Reserved to Declarant (Section 7)	21
Power of Attorney (Section 8)	21
General (Section 9)	22
ASSESSMENTS AND ASSESSMENT LIENS (ARTICLE XV)	22
Types of Assessments (Section 1)	22
Purpose of Assessments (Section 2)	22
Elements-Appportionment: Due Dates (Section 3)	22
(a) Annual Operating Assessments	22
(b) Special Assessments for Capital Improvements	23
(c) Special Individual Unit Assessments	24
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)	26
Certificate Regarding Assessments (Section 7)	26
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)	27
Limited Warranties (Section 4)	27
Declarant's Obligations (Section 5)	28

	<u>PAGE</u>
NOTICES TO AND VOTING RIGHTS OF LENDING INSTITUTIONS (ARTICLE XVII)	28
Notices (Section 1)	28
Voting Rights (Section 2)	30
AMENDMENTS (ARTICLE XVIII)	30
Power to Amend (Section 1)	30
Method to Amend (Section 2)	31
GENERAL PROVISIONS (ARTICLE XIX)	31
Covenants Running With the Land (Section 1)	31
Actions (Section 2)	31
Severability (Section 3)	32
Gender and Grammar (Section 4)	32
Captions (Section 5)	32
LEGAL DESCRIPTION, CONDOMINIUM PROPERTY	EXHIBIT A
UNIT INFORMATION SHEET	EXHIBIT B
PLOT PLAN, CONDOMINIUM PROPERTY	EXHIBIT C

BY-LAWS 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)	a
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)	b
Quorum (Section 6)	c
Proxies (Section 7)	c
Voting Power (Section 8)	c
Action in Writing Without Meeting (Section 9)	c
Powers (Section 10),	c
Duties (Section 11)	d
OFFICERS (ARTICLE V)	e
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)	f
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 Island Townhouses Condominium made on or as of the _____ day of September, 1988, 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 Island Townhouses Condominium Association as a corporation not-for-profit under the provisions of Chapter 1702 of the Revised Code of Ohio, as the same may be lawfully amended from time to time. (The State of Ohio's enabling non-profit corporation act.)

2. "Association" and "Island 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. "By-Laws" mean the by-laws of the Association, as the same may be lawfully amended from time to time, 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 By-Laws 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 "Island 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, as the same may be amended from time to time.

8. "Condominium instruments" means this Declaration, the By-Laws, 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 By-Laws, the Drawings, and this Declaration, as the same may lawfully be amended from time to time.

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, and any amendment hereto, from time to time.

13. "Drawings" means the drawings for the Condominium, as the same may be lawfully amended from time to time, 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 entire planned development lying north of Harbour Parkway, Sandusky, Erie County, Ohio, that has been subjected to a master plan of restrictions, easements and agreements for the benefit of the entire development by prior owners of the property that constitutes The Harbour. 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 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 Ohio's enabling non-profit corporation act.

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 0.8013 acres, more or less, is attached hereto and marked "Exhibit A".

ARTICLE II

NAME

The name by which the Condominium shall be known is "Island 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 the earlier of (a) a two year period of time from the time of the closing of the first sale of a Unit to a bona fide purchaser, and (b) the time when Declarant has closed the sale of five of the Units in the Condominium to bona fide purchasers, 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, and 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, unless the same is owned by the Association, shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than seven (7) 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.