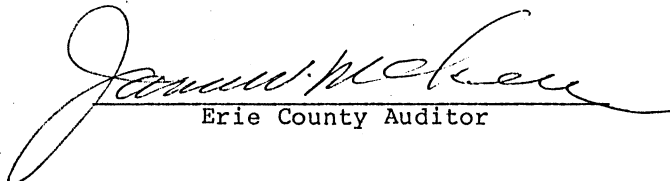


DECLARATION AND BY-LAWS
 CREATING AND ESTABLISHING A PLAN FOR
 CONDOMINIUM OWNERSHIP
 UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO
 FOR
 MARINA TOWER CONDOMINIUM

CERTIFICATE OF AUDITOR

_____, 1988

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


 Erie County Auditor

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)	4
(a) Unit Uses	4
(b) Common Areas Uses	4
(c) Limited Common Areas Uses	5
(d) Visible Areas	5
(e) Offensive Activities	5
(f) Vehicles	5
(g) Renting and Leasing	5
(h) Signs	6
(i) Replacements	6
(j) Structural Integrity	6
(k) Construction in Easements	6
(l) Animals	6
(m) Conveyances	7
(n) Discrimination	7
(o) Architectural Control	7
(p) Rules and Regulations	7
(q) Disputes Between Owners	8
(r) Harbour Master Association Restrictions	8
IMPROVEMENT DESCRIPTIONS (ARTICLE IV)	8
Residential Building (Section 1)	8
Other (Section 2)	9
UNITS (ARTICLE V)	9
Unit Designations (Section 1)	9
Composition of Units (Section 2)	9
(a) Unit Composition	9
(b) Units Types, Sizes, Locations and Components	10
COMMON AND LIMITED COMMON AREAS (ARTICLE VI)	11
Common Areas - Description (Section 1)	11
Limited Common Areas - Description (Section 2)	11
Undivided Interest (Section 3)	12
UNIT OWNERS' ASSOCIATION (ARTICLE VII)	12
Establishment of Association (Section 1)	12
Membership (Section 2)	12
Voting Rights (Section 3)	13
Board of Trustees (Section 4)	13
Authority (Section 5)	13
Delegation of Authority; Professional Management (Section 6)	13
AGENT FOR SERVICE (ARTICLE VIII)	14
MAINTENANCE AND REPAIR (ARTICLE IX)	14
Association Responsibility (Section 1)	14
Individual Responsibility (Section 2)	15

	<u>PAGE</u>
UTILITY SERVICES (ARTICLE X)	15
INSURANCE; LOSSES; BONDS (ARTICLE XI)	15
Fire and Extended Coverage Insurance (Section 1)	15
Liability Insurance (Section 2)	17
Fidelity Bond (Section 3)	17
Hazard Insurance Carrier (Section 4)	18
Other Association Insurance (Section 5)	18
Insurance Representative; Power of Attorney (Section 6)	18
Unit Owners' Insurance (Section 7)	18
Sufficient Insurance (Section 8)	19
Insufficient Insurance (Section 9)	19
Lender Requirements (Section 10)	19
DAMAGE; RESTORATION; REHABILITATION AND RENEWAL (ARTICLE XII)	20
Restoration of Substantial Damage or Destruction (Section 1)	20
Election Not to Restore (Section 2)	20
Rehabilitation and Renewal (Section 3)	20
CONDEMNATION (ARTICLE XIII)	20
Standing (Section 1)	20
Use of Proceeds (Section 2)	21
Insufficient Proceeds (Section 3)	21
Non-Restorable Unit (Section 4)	21
Power of Attorney (Section 5)	21
GRANTS AND RESERVATION OF RIGHTS AND EASEMENTS (ARTICLE XIV)	22
Easements of Enjoyment; Limitations (Section 1)	22
Right of Entry for Repair, Maintenance and Restoration (Section 2)	22
Easements for Encroachments (Section 3)	22
Easement for Support (Section 4)	22
Easements for Utilities (Section 5)	22
Easement for Services (Section 6)	23
Easements Reserved to Declarant (Section 7)	23
Power of Attorney (Section 8)	23
General (Section 9)	23
ASSESSMENTS AND ASSESSMENT LIENS (ARTICLE XV)	24
Types of Assessments (Section 1)	24
Purpose of Assessments (Section 2)	24
Elements-Appportionment: Due Dates (Section 3)	24
(a) Annual Operating Assessments	24
(b) Special Assessments for Capital Improvements	25
(c) Special Individual Unit Assessments	26
Effective Date of Assessment (Section 4)	26
Effect of Nonpayment of Assessment; Remedies of the Association (Section 5)	26
Subordination of the Lien to First Mortgages (Section 6)	28
Certificate Regarding Assessments (Section 7)	28
Harbour Master Association Assessments (Section 8)	28
CONDOMINIUM INSTRUMENT REQUIREMENTS (ARTICLE XVI)	28
General (Section 1)	28
Deposits (Section 2)	28
Association Control (Section 3)	29
Limited Warranties (Section 4)	29
Declarant's Obligations (Section 5)	30

	<u>PAGE</u>
NOTICES TO AND VOTING RIGHTS OF LENDING INSTITUTIONS (ARTICLE XVII)	30
Notices (Section 1)	30
Voting Rights (Section 2)	31
AMENDMENTS (ARTICLE XVIII)	32
Power to Amend (Section 1)	32
Method to Amend (Section 2)	33
GENERAL PROVISIONS (ARTICLE XIX)	33
Covenants Running With the Land (Section 1)	33
Actions (Section 2)	33
Severability (Section 3)	34
Gender and Grammar (Section 4)	34
Captions (Section 5)	34
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
Removal (Section 3)	b
Nomination (Section 4)	c
Election (Section 5)	c
Compensation (Section 6)	c
Regular Meetings (Section 7)	c
Special Meetings (Section 8)	c
Quorum (Section 9)	c
Voting Power (Section 10)	c
Action in Writing Without Meeting (Section 11)	c
Powers (Section 12)	c
Duties (Section 13)	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)	g
AMENDMENTS (ARTICLE X)	g

DECLARATION

This is the Declaration of Marina Tower Condominium made on or as of the _____ day of _____, 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 Marina Tower 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 "Marina Tower 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 "Marina Tower 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. "Garage Facilities" means the garage itself and all portions thereof, exclusive of the actual parking spaces within the garage and the floor of the parking space itself, but including without limiting the generality of the foregoing, all other structural elements, the roof, and the perimeter and interior walls.

16. "Garage Space" is an enclosed space in the garage designed for the parking of an automobile and is a Limited Common Area.

17. "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.

18. "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.

19. "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.

20. "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.

21. "Occupant" means a person lawfully residing in a Unit, regardless of whether that person is a Unit owner.

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

23. "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.

24. "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.

25. "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 1.7628 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 Tower 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 seventy-five percent (75%) 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. Along the northwest and north sides of the Condominium Property and between it and the shoreline of Pipe Creek and/or Sandusky Bay is a strip of land that is part of property known as The Harbour Marina, and that, in the future, may provide access to members of Harbour Master Association to and from the docking and other facilities a part of The Harbour Marina. Notwithstanding any other provisions hereof, no improvement, structure, or device of any kind or nature shall be constructed, used, or maintained on the Condominium Property along its boundary line with The Harbour Marina property, nor shall any activity be permitted thereon, which would impede, impair, hinder, interfere with, or have an adverse effect upon, the full, free and unburdened use of The Harbour Marina property and the improvements situated thereon, from time to time. This restriction shall run to and be for the benefit of, and enforceable by, the Harbour Master Association and the owners, from time to

Tone.
Renters/Leasing
Article 3
Section 2
pages 5

AMENDMENT

TO THE

DECLARATION OF

MARINA TOWER CONDOMINIUM ASSOCIATION

Sandusky, Ohio

RN 200011010 Page 1 of 2
ERIE COUNTY OHIO RECORDER
John W. Schaeffer 2P
RECORDING FEE: 14.00
CTR Date 08/29/2000 Time 15:06:20

I, the president of the Marina Tower Condominium Association do hereby acknowledge that during the Special Meeting of the Marina Tower Condominium Association held on July 23, 2000, I, as President, was authorized and directed to file the within Amendment.

WHEREAS, a Declaration and Bylaws creating and establishing a plan for Condominium ownership under Chapter 5311 of the Revised Code of Ohio for Marina Tower Condominium was filed for record on April 29, 1988 in Erie County Deed Records, Volume 542, Pages 917-965 inclusive;

WHEREAS, said Declaration at Article III, Section 2(g) states as follows:

(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. NO Garage Space shall be leased or rented to other than the owner or occupant of a Unit, nor for fewer than seven (7) days, nor for longer than one (1) year, or with renewal rights extending beyond one year, without the prior written approval of the Board, given at its sole discretion. 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

MICROFILMED

✓