

DOCUMENTS FOR
MARINA TOWNHOUSE CONDOMINIUM NO. 1
SANDUSKY, OHIO

MARINA TOWNHOUSE CONDOMINIUM NO. 1

J. B. WOLFF & ASSOCIATES, INC.

SANDUSKY, OHIO

DECLARATION OF CONDOMINIUM OWNERSHIP

WITH BYLAWS

EASEMENTS, RESTRICTIONS, AND COVENANTS

Marina Townhouse Condominium No. 1
C&C - 12/9/83 - 5:00 p.m.

MARINA TOWNHOUSE 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 _____, 198__.

By: _____
Deputy Auditor

This Instrument Prepared By:

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DECLARATION OF CONDOMINIUM OWNERSHIP
OF
MARINA TOWNHOUSE CONDOMINIUM NO. 1

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DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

MARINA TOWNHOUSE 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 Townhouse 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) "Building" means the residential structure 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 Building, 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, 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 Building 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 Marina Townhouse 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, one (1) two (2) story building and containing a total of five (5) 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 Building, the Units contained therein, and the Common Areas and Facilities are shown graphically on the Drawings. The Building is 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 1,925 square feet and the largest Unit contains approximately 2,369 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 garages. The individual Units described herein further contain the following per floor plan:

UNIT 120 - Style D: 2369 sf. of conditioned living area, 259 sf. garage, 43.75 sf. deck. This unit has 4 bedrooms and 3-1/2 baths. The end unit, having separate breakfast room with full glassed exposures. Living room, dining room, kitchen, powder room and laundry are located on the first floor level. Bedroom located on first floor with private bath, three exposures from bay window sitting area. Master bedroom suite with dressing room and bath, deck, 2 additional bedrooms and full bath are on the second floor level.

UNIT 121 - Style B-2: 1929 sf. of conditioned living area, 272.51 sf. garage, 44 sf. deck and 10.50 sf. of exterior storage. This unit contains 3 bedrooms and 2-1/2 baths. Dining room, kitchen, breakfast room, living room, powder room and laundry are located on the first floor level. The master bedroom w/ bath and sitting room, deck, dressing room, the 2nd and 3rd bedrooms and a second full bath are all located on the second floor level.

UNIT 122 - Style C: 1925 sf. of conditioned living area, 247.25 sf. garage, 3 bedroom 2-1/2 bath. Living room, dining room, kitchen, breakfast room w/greenhouse window and powder room are on the first floor level. Glass enclosed loft area at top of stairway. The master bedroom w/ bath, dressing area, 2nd and 3rd bedrooms w/ full bath are located on the second floor level.

UNIT 123 - Style B-1: 2270 sf. of conditioned living area, 247.25 sf. garage, 48.75 sf. deck, and 10.5 sf. of exterior storage. This unit has 3 bedrooms and 2-1/2 baths. The living room, powder room and laundry are located on the first floor level. The master bedroom w/ sitting room, deck, dressing room w/ bath and the 2nd and 3rd bedrooms are located on the second floor level. Second bedroom contains a large bay window.