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PORT CLINTON, OHIO

CREATING AND ESTABLISHING A PLAN FOR

CONDOMINIUM OWNERSHIP

UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO

FOR

BLUE WATER CONDOMINIUM

CERTIFICATE OF AUDITOR

A copy of this Declaration, with By-Laws and Drawings attached,
was filed with this office on August 29, 1985.


County Auditor

This instrument prepared by:
John A. Kocher, Attorney at Law
Meyer & Kocher, Port Clinton, Ohio

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DECLARATION INDEX

<u>ITEM</u>	<u>PAGE</u>
RECITALS	1
DEFINITIONS	1
THE PLAN	3
THE LAND (ARTICLE I)	3
NAME (ARTICLE II)	4
PURPOSES: RESTRICTIONS (ARTICLE III)	4
Purposes (Section 1)	4
Restrictions (Section 2)	4
(a) Unit Uses	4
(b) Common Areas Uses	4
(c) Limited Common Areas Uses	5
(d) Visible Areas	5
(e) Nuisances	5
(f) Vehicles	5
(g) Renting and Leasing	5
(h) Signs	5
(i) Replacements	6
(j) Structural Integrity	6
(k) Building on Easements	6
(l) Animals	6
(m) Conveyances	6
(n) Discrimination	7
(o) Architectural Control	7
(p) Arbitration	7
BUILDING DESCRIPTION (ARTICLE IV)	7
Residential Building (Section 1)	7
UNITS (ARTICLE V)	7
Unit Designations (Section 1)	7
Composition of Units (Section 2)	8
(a) Unit Composition	8
(b) Unit Sizes: Locations and Components	9
(c) Optional Patio Construction	9
COMMON AND LIMITED COMMON AREAS (ARTICLE VI)	9
Common Areas-Description (Section 1)	9
Limited Common Areas-Description (Section 2)	9
The Exclusive Use Areas and Facilities (Section 3)	9
Undivided Interest (Section 4)	9
BOAT SLIP AND MARINA FACILITIES (ARTICLE VII)	10
Exclusive Use Area and Facilities (Section 1)	10
Common Expenses (Section 2)	10
Restrictions on Use (Section 3)	11
Interest in Boat Slip in Association (Section 4)	11
Permanent Record Kept by Association (Section 5)	12

DECLARATION INDEX

Page Two

<u>ITEM</u>	<u>PAGE</u>
UNIT OWNERS' ASSOCIATION (ARTICLE VIII)	12
Establishment of Association (Section 1)	12
Membership (Section 2)	12
Voting rights (Section 3)	12
Board of Trustees (Section 4)	12
Authority (Section 5)	13
Delegation of Authority; Professional Management (Section 6)	13
AGENT FOR SERVICE (ARTICLE IX)	14
MAINTENANCE AND REPAIR (ARTICLE X)	14
Association Responsibility (Section 1)	14
Individual Responsibility (Section 2)	14
UTILITY SERVICE (ARTICLE XI)	14
INSURANCE: LOSSES BONDS (ARTICLE XII)	15
Fire, Flood and Extended Covered Insurance (Section 1)	15
Liability Insurance (Section 2)	15
Other Association Insurance (Section 3)	16
Unit Owners' Insurance (Section 4)	16
Sufficient Insurance (Section 5)	16
Insufficient Insurance (Section 6)	17
Fidelity Bonds (Section 7)	17
DAMAGE: RESTORATION: REHABILITATION AND RENEWAL (ARTICLE XIII)	17
Restoration of Substantial Damage or Destruction (Section 1)	17
Rehabilitation and Renewal (Section 2)	17
CONDEMNATION (ARTICLE XIV)	18
GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS (ARTICLE XV)	18
Easements of Enjoyment, Limitations (Section 1)	18
Right of Entry for Repair, Maintenance and Restoration (Section 2)	18
Easements for Encroachments (Section 3)	18
Easements for Support (Section 4)	19
Easements for Utilities (Section 5)	19
Easements for Services (Section 6)	19
Easements Reserved to Declarant (Section 7)	19
Power of Attorney (Section 8)	19
General (Section 9)	20
Easement to Marina and Non-Condominium Property (Section 10)	20
Easement for Parking & Predestrian Walkways (Section 11)	20

DECLARATION INDEX

Page three

<u>ITEM</u>	<u>PAGE</u>
ASSESSMENTS AND ASSESSMENT LIENS (ARTICLE XVI)	20
Types of Assessments (Section 1)	20
Purpose of Assessments (Section 2)	20
Elements-Apporportionment: Due Dates (Section 3)	20
(a) Annual Operating Assessments	20
(b) Special Assessments for Capital Improvements	22
(c) Special Individual Unit Assessments	22
Effective Date of Assessments (Section 4)	22
Effect of Non-payment of Assessments - Remedies of the Association (Section 5)	23
Subordination of the Lien to First Mortgage (Section 6)	24
Certificate Regarding Assessments (Section 7)	24
NOTICE TO MORTGAGEES (ARTICLE XVII)	24
CONDOMINIUM INSTRUMENT REQUIREMENTS (ARTICLE XVIII)	25
General (Section 1)	25
Deposits (Section 2)	25
Association Control (Section 3)	26
Limited Warranty (Section 4)	26
(a) Units	26
(b) Common Areas and Facilities	26
(c) Appliances, etc.	26
(d) Extended Warranties	26
(e) Limitations	27
(f) Other Rights	27
Declarant's Obligations (Section 5)	27
AMENDMENTS (ARTICLE XIX)	27
Power to Amend (Section 1)	27
Method to Amend (Section 2)	28
EXPANSIONS (ARTICLE XX)	28
Reservations of Expansion Option (Section 1)	28
Limitations on Option (Section 2)	29
Maximum Expansion Time (Section 3)	29
Legal Description (Section 4)	29
Composition of Portions Added (Section 5)	29
Time for Adding Portions (Section 6)	29
Improvement Location Limitations (Section 7)	29
Maximum Number of Units (Section 8)	29
Non-Residential Uses (Section 9)	30
Compatibility of Structures (Section 10)	30
Improvements other than Structures (Section 11)	30
Types of Units (Section 12)	30
Limited Common Areas (Section 13)	30
Supplementary Drawings (Section 14)	31
Procedures for Expansion (Section 15)	31
Effects of Expansion (Section 16)	31

DECLARATION INDEX

Page four

<u>ITEM</u>	<u>PAGE</u>
GENERAL PROVISIONS (ARTICLE XXI)	
Condominium Instruments (Section 1)	32
Covenants Running With the Land (Section 2)	32
Enforcement (Section 3)	32
Severability (Section 4)	32
Gender and Grammar (Section 5)	33
Captions (Section 6)	33
SIGNATURE AND NOTARY PAGE	33

DECLARATION

This is the Declaration of BLUE WATER CONDOMINIUM made on or as of the 27th day of OCTOBER, 1984, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

RECITALS

A. Hubert Keating and Sheila N. Keating, husband and wife, "Declarant," is the owner in fee simple of all 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 provisions of 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 Blue Water 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 non-profit corporation statutory act).

2. "Association" and "Blue Water 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 pursuant to the provisions of 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 pursuant to the provisions of the condominium act.

4. "By-Laws" means the by-laws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the condominium law 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 thereof 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 provisions of the condominium act.

6. "Condominium" and "Blue Water Condominium" mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the condominium act.

7. "Condominium Act" means the statutory law of the State of Ohio regulating the creation and operations of condominiums and is presently Chapter 5311 of the Revised Code of Ohio.

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 the Condominium Property or Unit." Individual contracts for the sales of Units, and attachments thereto, are Condominium instruments.

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 hereinafter 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 Hubert Keating and Sheila N. Keating and their successors or 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 submitted to the condominium act, as this instrument may be lawfully amended from time to time.

13. "Drawings" means the drawings for the Condominium, as defined in the condominium act, filed simultaneously with the submission of this Declaration for recording, as the same may be lawfully amended from time to time.

14. "Eligible holder of a first mortgage lien" means the holder of a valid recorded first mortgage on a Unit, which holder has given written notice to the Association stating the holder's name, address and Unit or Units subject to its mortgage.

15. "Exclusive Use Areas and Facilities" means those parts of the Common Areas and Facilities, other than the Limited Common Areas and Facilities reserved 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 Declarant.

16. "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 provisions of the condominium act.

17. "Marina" means the body of water delineated as such on the Drawings.

18. "Marina Facilities" means all docks, piers, wharfs, pilings, and an area sufficient to store docks upon the land and all such other facilities or improvements constructed, maintained or improved from time to time primarily for the purpose of improving or maintaining the Marina for Boat Slip Users.

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 provisions of 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 non-profit corporation statutory act.

THE PLAN

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of this property under and pursuant to the condominium act:

ARTICLE I

THE LAND

The legal description of the land constituting a part of the Condominium Property, located in the Township of Danbury, County of Ottawa and State of Ohio commonly called Blue Water, is attached as Exhibit A.

ARTICLE II

NAME

The name by which the Condominium shall be known is "Blue Water 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, for use for single family residential living; 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, enjoyments 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 Property shall be 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 and purposes customarily incidental thereto. Notwithstanding the foregoing; (i) an occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, or personal business or professional telephone calls or correspondence, in or from a Unit, is engaging in a use expressly declared customarily incidental to principal 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 of Units, one or more Units as sales models and office; (iii) it shall be permissible for the Unit owner to rent his or her unit; and (iv) notwithstanding the above restrictions it shall be permissible for one unit owner only to operate, run and manage the marina from his or her unit.

(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, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units, provided, however, that 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, subject to such rules and regulations as may from time to time be promulgated by the Board.

(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, subject to the restrictions on use of Common Areas and Limited Common Areas set forth in this Declaration and such rules and regulations as may from time to time be promulgated by the Board.

(d) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows 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 citizen's band radio 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, unless authorized by the Board, and subject to such rules and regulations as the Board may adopt from time to time. This paragraph does not prohibit the installation of one television antenna per building to be used in common by the Unit owners.

(e) Nuisances. No noxious or offensive activity shall be carried on in any Unit, or upon the Common Areas, nor shall either be used in any way or for any purpose which may endanger the health of or unreasonably disturb any occupant.

(f) Vehicles. There shall be no parking of inoperable vehicles, truck, boats, boat trailers, and recreational vehicles on the Common Areas, and the Board may enforce such regulations or restrictions by levying fines, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate. Only electric powered golf carts shall be allowed on the condominium property.

(g) Renting, Leasing. Any lease or rental agreement shall be in writing, shall provide that the lessee or rentor 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 lessee or rentor to comply with the terms of the Condominium organizational documents and lawful rules and regulations shall be a default under the lease or rental contract. No rental period shall be for less than seven consecutive days.

(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 advertising the Unit for sale or rent; and (c) on the Common Areas and model Units, signs advertising the sale of Units by the Declarant during the initial sale period. This section does not prohibit one large professionally prepared sign indicating the existence of the condominium together with the fact that a marina is located within which has docks for rent to the public. Said sign to be located near the entrance to the condominium.

(i) Replacements. Any building erected to replace an existing building containing the 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. Except as specifically otherwise provided herein, there shall not be constructed or maintained on any portion of the Common Areas not presently devoted to residential buildings anything other than facilities for the common use of all Units.

(j) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common Areas, which may impair the structural integrity of any improvement.

(k) Building on Easements. Within the easements for the installation and maintenance of utilities and drainage facilities no structure, planting or other material (except such as exist at the time of this Declaration) shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(l) Animals. Household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) no dogs shall be permitted in any portion of the Common Areas except on a leash (not longer than six feet in length) accompanied by a responsible person; (ii) the permitting of animals on the Common Areas shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, the right to prohibit such pets entirely, and the right to levy fines against persons who do not clean up after their pets; and (iii) the right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or occupants.

(m) Conveyances. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Areas shall be deemed conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. The right of a Unit owner to sell, transfer or otherwise convey that owner's Unit is not subject to any right of first refusal or similar restriction, except as reserved herein to the Blue Water Condominium Association for purposes of ensuring that all assessments are paid prior to transfer and any Unit owner may transfer that owner's Unit free of any such limitation except stated herein. To enable the Association to maintain accurate records of the names and addresses of

Unit owners, each Unit owner agrees to notify the office of the Association, in writing, within five days prior to the sale that Unit owner's Unit will be transferred to another person. In addition, each Unit owner agrees to provide to a purchaser of that owner's Unit a copy of the Condominium organizational documents and all effective rules and regulations.

(n) Discrimination. No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit owner in favor of another.

(o) Architectural Control. No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape; height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative, as to harmony of external design, color and location in relation to surrounding structures and topography. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within sixty (60) days after they have been submitted to it, approval will not be required and these provisions will be deemed to have been fully complied with.

(p) Arbitration. In the event of any dispute between Unit owners as to the application of these restrictions or any rule or regulation to any particular circumstance, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within sixty (60) days thereafter, and give written notice to each party thereof no less than five (5) days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action at law may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had.

ARTICLE IV

BUILDING DESCRIPTION

Section 1. Residential Building. The Condominium has one building designated on the Drawings and shall be two stories high and contains 3 units. The building shall be of frame construction.

ARTICLE V

UNITS

Section 1. Unit Designations. Each of the 3 units in the building is designated by a number on the Drawings where that unit is located.

Information concerning the units, with a list of proper unit designations, is shown on the attached "Exhibit B". The location and designation of each unit is also shown on the plot plan attached hereto as "Exhibit C".

Section 2. Composition of Units.

(a) Unit Composition. Each unit consists of the space in the building designated by that Unit's designation on the Drawings that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the floor, and the unfinished interior surface of the ceiling, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute a complete enclosure of space, and all improvements within that space. Without limiting the generality of the foregoing, each unit shall include:

(1) the decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls, carpet, and also the floors themselves;

(2) all windows, screens and doors, and including the frames, sashes and jambs and the space occupied thereby, and the hardware therefore;

(3) all fixtures and appliances installed for the exclusive use of that unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, and air-conditioning units and heat pumps, and components thereof, if any, serving only that unit;

(4) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service either the unit or the fixtures located therein, together with the space occupied thereby;

(5) all space between interior walls, including the space occupied by structural and component parts of the building and by utility pipes, wires, ducts and conduits;

(6) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts or conduits which serve either the unit or the fixtures located therein, and which are located within the bounds of the unit;

excluding therefrom, however, all of the following items located within the bounds of that unit;

(1) any structural element of the building contained in all interior walls;

(2) all vent covers, grills, plate covers, and other coverings of space which are not a part of a unit as heretofore defined; and,

(3) all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other unit.

(b) Unit Sizes; Locations and Components. The unit designations, statement of its location, approximate area, number of rooms and the immediate common area to which it has access and other data necessary for its proper identification is also shown on Exhibit B attached.

(c) Optional Patio Construction. Each unit owner shall have the right as an option to install adjacent to and contiguous with his unit a patio of the type, size and method of construction as established by the board to be uniform for all units.

ARTICLE VI

COMMON AND LIMITED COMMON AREAS

Section 1. Common Areas - Description. All of the Condominium Property, including all of the land and all improvements, thereon and appurtenances thereto, except those portions labeled or described herein or in the Drawing as a part of a Unit, are Common Areas.

Section 2. Limited Common Areas - Description. Those portions of the Common Areas that are labeled or designated "LCA" or "Limited Common Areas" on the Drawings, are Limited Common Areas which include if designated, the patios, porches, stairways, decks, driveways, attics and crawl spaces.

Section 3. The Exclusive Use Areas and Facilities. The Exclusive Use Areas and Facilities consist of the following:

(a) the Boat Slips upon their assignment to a Unit Owner by the Declarant in accordance with Article VII hereof; and

(b) the Marina Facilities.

Section 4. Undivided Interest. The undivided interest of each Unit in the Common Areas is based on the percentage of square footage each unit has in relation to the total square footage of all units as reflected in Exhibit B.

The Common Areas shall be owned by the Unit owners as tenants in common, and ownership thereof shall remain undivided. No Unit owner

may waive or release any rights in the Common Areas. Further, the undivided interest in the Common Areas of a Unit shall not be separated from the Unit to which it appertains.

If at a later time the Condominium is expanded, as hereinafter provided, the undivided interests of Units in the Common Areas shall be uniformly reallocated so that the undivided interest of each Unit of each type added shall be the same as each other Unit of that type, and so that the undivided interest of a Unit of one type to one of another type is in the same ratio as those interests are with respect to the Units initially a part of the Condominium.

ARTICLE VII

BOAT SLIPS AND MARINA FACILITIES

Section 1. Exclusive Use Area and Facilities. The Boat Slips, upon their assignment to a Unit Owner by the Declarant, and the Marina Facilities shall comprise the Exclusive Use Areas and Facilities.

No Unit Owner or Occupant, nor any other person or persons, natural or artificial, shall have any right or privilege to the use of the Boat Slips or Marina Facilities unless such right is assigned to such person or persons, in writing, by the Declarant or Declarant's successor in interest to Blue Water Condominium, and the name of such assignee is thereupon entered on the books and records of the Association, as provided in the following Section 5 hereof. Declarant reserves the right to make any such assignment of a Boat Slip Interest upon such terms, conditions, and for such consideration, as the Declarant shall determine in its sole discretion. Until the assignment of a Boat Slip to a Unit Owner in accordance with the foregoing, the Declarant shall have the full right and privilege to the use of such Boat Slip including, without limitation, the right to rent such Boat Slip to non Unit Owners. The declarant further specifically reserves the right to sell the underlying fee simple title to the real estate under the water together with any and all docks to a third party in which case such third party shall be bound by this Article VII.

The Marina Facilities may be used by the Boat Slip Users, renters, and other third party owners from the Declarant together with their guests.

Section 2. Common Expenses. The cost and expense of maintenance, repairs, replacement, restoration and reconstruction of the Boat Slips and Marina Facilities shall be borne exclusively by the Boat Slip Users, including the Declarant to the extent Boat Slip Interests have not been assigned to Unit Owners. Such cost and expense shall be assessed to the Unit Owners as a Special Charge, in accordance with Article VII hereof. Each Unit Owner shall be assessed that percentage of the total cost and expense of maintaining, repairing, replacing, restoring and reconstructing the Boat Slips and Marina Facilities, less insurance proceeds, if any, equal to a fraction, the numerator of

which shall be the number of Boat Slips assigned to such Unit Owner on the books and records of the Association, and the denominator of which shall be the total number of Boat Slips in the Marina. (Such percentage hereinafter referred to as the "Marina Percentage"). The decision to expend money shall be determined by a majority vote of all owners of Boat Slips.

Section 3. Restrictions On Use. The use and transfer of a Boat Slip Interest by a Unit Owner, other than Declarant, shall be subject to the following provisions:

(a) A Boat Slip Interest may be transferred only to a Unit Owner (for purposes hereof, the term "transfer" shall include any sale, gift, assignment, involuntary transfer by judicial decree, transfer by bequest, devise or inheritance or transfer upon foreclosure or voluntary conveyance in lieu of foreclosure). In the event a Boat Slip Interest at any time is recorded on the books of the Association in the name of a person or persons who are not Unit Owners, such Boat Slip Interest shall immediately vest in the Association in accordance with the following Section 4.

(b) In the event of the lease of a Boat Slip Interest, no such lease shall extend for a term of more than five (5) months without the prior written approval of the Board;

(c) No Unit Owner shall obtain the use of more than two (2) Boat Slips for each Unit owned by such Unit Owner.

(d) Any violation or breach of this Section 3, or any other violation of the terms, provisions and/or restrictions contained in this Declaration, the By-laws of the Rules for thirty (30) days after written notice thereof to a Boat Slip User by the Board, shall, at the election of and upon notice by, the Board, result in the automatic termination of a Unit Owner's Boat Slip Interest which was the subject matter of such violation or breach. Such Boat Slip Interest shall thereupon vest in the Association in accordance with the following Section 4.

Section 4. Interest in Boat Slip in Association. In the event a Boat Slip Interest vests in the Association:

(a) During the period in which the Association is vested with such Boat Slip Interest, no Unit Owner shall have any right to the use thereof, unless specifically designated, in writing, by the Board;

(b) All rental income derived from, and all Special Charges in respect of such Boat Slip shall inure to the benefit of, or be borne by the Unit Owner in whose name such Boat Slip Interest is recorded on the Books of the Association.

(c) Upon written notice, in accordance with the following Section 5, by the conveying Boat Slip User that such Boat Slip Interest be transferred to a specified Unit Owner, such Boat Slip Interest shall be transferred to such assignee on the books and records of the Association.

Section 5. Permanent Record Kept By Association. The Association shall at all times keep and maintain a permanent record of Boat Slip Users (all of whom shall at all times be a Unit Owner); the Boat Slip Interest registered in the name of such Unit Owner; and a record of all costs and expenses allocable to the Boat Slips and Marina Facilities. Upon the transfer or assignment of a Boat Slip Interest by Declarant or Unit Owner, written notice thereof shall be addressed and sent to the Association, setting forth (i) the name of the conveying Unit Owner; (ii) the specific Boat Slip Interest being transferred; (iii) the name of the Unit Owner who is the assignee; and (iv) the effective date of such transfer. All such notices shall be signed by the conveying Unit Owner, witnessed by two (2) natural persons, notarized and accepted by signature of the assignee Unit Owner.

ARTICLE VIII

UNIT OWNERS' ASSOCIATION

Section 1. Establishment of Association. The Association has been formed to be and to serve as the Unit Owner's Association of the Condominium. The Declarant is presently the sole member of the Association.

Section 2. Membership. Membership in the Unit Owners' Association shall be limited to the Unit owners, and every person or entity who is or becomes a record owner of a fee or undivided fee-simple interest in a Unit is a Unit owner and shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

Section 3. Voting rights. Each Unit owner shall be entitled to one vote for each Unit owned in fee simple, and a proportionate part of a vote for ownership of an undivided fee-simple interest in a Unit.

Section 4. Board of Trustees. The Board initially shall be those three persons named as the initial Trustees pursuant to the provisions of the Articles, or such other person or persons as may from time to time be substituted by the Declarant. No later than the time that Units to which 25% of the undivided interests in the Common Areas appertain have been sold and conveyed by the Declarant, the Unit Owners shall meet, and from and after that date there shall be three Trustees. The Unit owners other than the Declarant shall elect one of the Trustees at such meeting and the Declarant shall designate the other two of the Trustees, which three Trustees shall serve until the meeting described in the next paragraph. For purposes of computing the undivided interests referred to in this paragraph, those interests shall be computed by comparing the number of Units that may be created, fifty-four (54).

Within thirty days after the earlier of (a) five years from the date of the establishment of the Association, or (b) the sale and con-

veyance, to purchasers in good faith and for value, of Units to which 75% of the undivided interests in the Common Areas appertain, the Association shall meet and all Unit owners, including the Declarant, shall elect five Trustees to replace all of those Trustees earlier elected or designated by the Unit owners or Declarant, respectively, and elect new officers of the Association. The terms of the five trustees shall be staggered so that the terms of one-third of the Trustees will expire and successors be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the two trustees whose terms then expire shall be elected to serve three-year terms.

Notwithstanding the foregoing, Declarant, shall have the right at any time to waive its right to select one or more Trustees or to vote in an election of Trustees. If the Declarant waives its right to select one or more Trustees, the membership shall meet and elect the members of the Board otherwise to have been selected by Declarant.

Section 5. Authority. The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Areas and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by the Condominium organizational documents, or the Condominium Act, that are not specifically reserved to Unit owners.

Section 6. Delegation of Authority; Professional Management. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days written notice; shall be terminable by either party, without penalty, on ninety (90) days written notice; shall not exceed one year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant or one or more other firms or corporations affiliated with Declarant for the providing of management, maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit owners at the time entered into under the circumstances then prevailing and are terminable by the Association, without cause and without penalty, on ninety (90) days written notice.

ARTICLE IX

AGENT FOR SERVICE

The name of the person to receive service of process for the Association, and that person's residence or place of business, which is Ottawa County, Ohio, where the Condominium is situated is: John A. Kocher, P. O. Box 37, Port Clinton, Ohio 43452.

In the event this individual for any reason ceases to be registered with the Secretary of State of Ohio as Statutory Agent for the Association, the person so registered shall be the person to receive service of process for the Association.

ARTICLE X

MAINTENANCE AND REPAIR

Section 1. Association Responsibility. The Association shall maintain and repair the Common Areas, including and not limited to utility facilities serving more than one Unit, utility lines in the Common Areas, lawns, shrubs, trees, walkways, roads, driveways, beach and all buildings which are a part of the Common Areas.

Section 2. Individual Responsibility. Each Unit owner shall repair and maintain the Unit and all components thereof. Without limiting the generality of the foregoing, this repair and maintenance responsibility shall include repair and maintenance of all windows, screens and doors, including the frames, sashes and jambs, and the hardware therefore; and the furnace, air-conditioning, decks, porches and patios, electric breaker box and all utility repair expense which serves only the owner's unit. In the event a Unit owner shall fail to make any such repair or perform such maintenance, or in the event the need for maintenance or repair of any part of the Common Areas or Limited Common Areas is caused by the negligence or intentional act of any Unit owner or occupant, and the cost of repair is not covered by insurance, the cost of such maintenance and repair shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such Unit owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

ARTICLE XI

UTILITY SERVICE

Each Unit owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company to that Unit.

ARTICLE XII

INSURANCE: LOSSES BONDS

Section 1. Fire, Flood and Extended Coverage Insurance. The Board shall have the authority to and shall obtain insurance for all buildings and structures now or at any time hereafter constituting a part of the Common Areas against loss or damage by fire, lightning, flood and such other hazards as are ordinarily insured against by fire and extended coverage policies issued in the locale of the Condominium Property, plus flood insurance in amounts at all times sufficient to prevent the Unit owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than the actual replacement cost of such buildings and structures, exclusive of the cost of foundations, footings and excavations, as determined from time to time by the insurer. This insurance:

(a) may provide coverage for built-in or installed improvements, fixtures and equipment, and shall provide for coverage of interior walls, windows and doors and the frames, sashes, jambs and hardware therefore, even though these improvements may be parts of Units;

(b) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a financial rating of Class VI, or better, or, if Class V, has a general policy holder's rating of at least A, as determined by the then latest edition of Best's Insurance Reports, or its successor guide;

(c) shall be written in the name of the Association for the use and benefit of the Unit owners;

(d) shall contain or have attached the standard mortgage clause commonly accepted by institutional mortgage investors in the area in which the Condominium Property is located, which must be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of first mortgagees as their interests may appear; and,

(e) unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Trustees, and all Unit owners.

The cost of this insurance shall be a common expense, payable by the Association, provided, however, if the Board so elects, each Unit owner shall, promptly upon receipt of an invoice for his, her or its share of the premium for that insurance, pay that Unit owner's respective share of that premium directly to the insurance company issuing that insurance. A Unit owner's share shall be determined by multiplying the premium being apportioned by that owner's Unit's undivided interest in the Common Areas. If that premium is not paid by the Unit owner, it shall constitute a special individual Unit assessment, as hereinafter defined.

Section 2. Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering

all of the Common Areas, insuring the Association, the Trustees, and the Unit owners and occupants, with such limits as the Board may determine, covering claims for personal injury and/or property damage. This insurance shall include protection against such risks as are customarily covered with respect to developments similar in construction, location and use, as determined by the Board. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit owner or occupant because of negligent acts of the Association, the Board, or other Unit owners or occupants.

Section 3. Other Association Insurance. In addition, the Board may purchase and maintain contractual liability insurance, trustees' and officers' liability insurance, and such other insurance as the Board may determine.

Section 4. Unit Owners' Insurance. Any Unit owner or occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit owner or occupant may determine, subject to the provisions hereof, and provided that no Unit owner or occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit owner or occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit owner who acquired or whose occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit owner or occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit owner or occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments". All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Trustees, and all other Unit owners and occupants.

Section 5. Sufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Board in payment therefore; provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit owners and eligible holders of first mortgages, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 6. Insufficient Insurance. In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit owners and eligible holders of first mortgages if they are entitled to do so pursuant to the provisions of this Declaration shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Areas so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit owners in proportion to their respective undivided interests in the Common Areas. Should any Unit owner refuse or fail after reasonable notice to pay that Unit owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

Section 7. Fidelity Bonds. The Board shall obtain fidelity bond coverage with respect to persons handling Association funds in amounts deemed reasonably necessary by the Board to protect against substantial losses.

ARTICLE XIII

DAMAGE: RESTORATION: REHABILITATION AND RENEWAL

Section 1. Restoration of Substantial Damage or Destruction. In the event of substantial damage to or destruction of all Units in a residential building, the Association may, with the consent of Unit owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit owners, and the consent of eligible holders of first mortgages on Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by eligible holders of mortgages appertain, determine not to repair or restore such damage or destruction. In such an event, all of the Condominium Property shall be sold as upon partition.

In the event of an election not to repair or restore substantial damage or destruction, the net proceeds of insurance paid by reason of such damage or destruction shall be added to the proceeds received from the sale as upon partition, and the total amount distributed among the owners of the Units, and the holders of their respective first mortgage liens, (as their interests may appear), in proportion to their percentage interests in Common Areas.

Section 2. Rehabilitation and Renewal The Association, with the consent of Unit owners entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit owners, and the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by

eligible holders of mortgages appertain, may determine that the Condominium is obsolete in whole or in part and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense.

ARTICLE XIV

CONDEMNATION

In the event any Unit or the Common Areas, or any portion thereof, are made the subject matter of any condemnation or eminent domain proceedings, or are otherwise sought to be acquired by a condemning authority, the holders of first mortgages on the interests taken will have first priority, to the extent of their respective interests, with respect to distribution to such Unit of the net proceeds of any award of settlement. Each unit owner shall give the holder of a first mortgage on that owner's Unit timely written notice of such proceeding or proposed acquisition.

ARTICLE XV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations Every Unit owner shall have a right and easement of enjoyment in, over and upon the Common Areas and a right of access to and from his, her or its Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Areas, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof, or to that Unit's parking facilities. Any Unit owner may delegate that Unit owner's right of enjoyment to the Common Areas and to ingress to and egress from to the members of that Unit owner's family and to occupants.

Section 2. Right of Entry for Repair, Maintenance and Restoration The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property.

Section 3. Easements for Encroachments. Each Unit and the Common Areas shall be subject to easements for encroachments on any other Unit and upon the Common Areas created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, or repair; or by reason of shifting, settlement, or movement of structures; or by reason of errors in the Drawings. Valid easements for these encroachments and for the maintenance of same, so long as the encroaching structures remain, shall and do exist.

Section 4. Easement for Support Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

Section 5. Easements for Utilities There is hereby created upon, over and under all of the Condominium Property easements to the Association for ingress and egress to, and the installation, replacing, repairing and maintaining of all utilities, including, but not limited to water, sewer, gas, telephone, electricity, master television antennas and cable television. By this easement it shall be expressly permissible for the providing utility company to construct and maintain the necessary poles and equipment, wires, circuits on, above, across, and under the Condominium Property, so long as such poles, equipment, wires, circuits and conduits do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any utility company furnishing a service request a specific easement by separate recordable document, the Board shall have the right to grant such easement without conflicting with the terms hereof.

Section 6. Easement for Services A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Areas in the performance of their duties.

Section 7. Easements Reserved to Declarant. A non-exclusive perpetual easement is hereby reserved to Declarant, its successors and assigns, for their benefit and the benefit of future owners and occupants of the area into which the Condominium may be expanded ("the additional property") hereinafter described, for pedestrian and vehicular access over all roads and drives and their extensions which serves the condominium for ingress and egress to and from the additional property, and each part thereof, and a public street. Additionally, Declarant, for itself and its successors and assigns, reserves the right to extend and tie into main line utility lines in the Common Areas, as permitted by public authority and the utility company involved, to extend such lines into the additional property to service the same, until such time as it is determined that no further expansion as provided in Article XIX herein following shall take place.

Section 8. Power of Attorney. Each Unit owner, by acceptance of a deed to a Unit, hereby irrevocably appoints Declarant his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit owner, such deeds of easement and other instruments as may be necessary or desirable in the sole discretion of the Board's authorized representative, to further establish or effectuate the foregoing easements. This power is for the benefit of each and every Unit owner, the Association, the Declarant, and the real

estate to which it is applicable, runs with the land, and is coupled with an interest.

Section 9. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement.

Section 10. Easement to Marina and Non-Condominium Property. The Declarant hereby grants and reserves reciprocal easements for the Unit Owners, renters and other third party owners of Boat Slips from the Declarant for ingress and egress from the condominium and from the public highway for purposes of utilizing the marina and to modify and change the location thereof. The Declarant further reserves for themselves their heirs, executors and assigns an easement from the public road to other real estate owned by the Declarant and to use the condominium roads therefore.

Section 11. Easement for Parking & Pedestrian Walkways. Owners and lessees of Boat Slips (unit owners and non unit owners) together with their family and guests shall be permitted to park their vehicle upon the condominium property in all parking spots except those denominated Limited Common Area on the drawings. This right also includes the right for pedestrian travel to and from the marina.

ARTICLE XVI

ASSESSMENTS AND ASSESSMENT LIENS

Section 1. Types of Assessments. The Declarant for each Unit within the Condominium hereby covenants, and each Unit owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association: (1) annual operating assessments, (2) special assessments for capital improvements, and (3) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of Unit owners and occupants and the best interests of the Condominium Property.

Section 3. Elements-Appportionment: Due Dates.

(a) Annual Operating Assessments.

(1) At the time of the filing of this Declaration, and prior to the beginning of each fiscal year of the Association thereafter, the Board shall estimate, and prorate among the Units on the basis of the percentage interest of each Unit in the Common Areas, common expenses of the Association consisting of the following:

a. the estimated next fiscal year's cost of the maintenance, repair, and other services to be provided by the Association;

b. the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;

c. the estimated next fiscal year's costs for utility services not separately metered;

d. the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;

e. an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and

f. the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

(2) The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the Common Areas, and thereby establish the annual operating assessment for each separate Unit. For administrative convenience, any such assessment may be rounded to the nearest whole dollar.

(3) The annual operating assessment shall be payable in advance, in equal quarterly installments, provided that nothing contained herein shall prohibit any Unit owner from prepaying assessments in annual or semi-annual, increments. The due dates of any such installments shall be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of each quarter from those who own the Unit an equal quarterly prorata share of the annual operating assessments for that Unit.

(4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on the same basis as heretofore set forth.

(5) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit owners.

(b) Special Assessments for Capital Improvements.

(1) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements on the Common Areas to the extent that reserves therefore are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefore without the prior consent of Unit owners exercising no less than seventy-five percent (75%) of the voting power of Unit owners.

(2) Any such assessment shall be prorated among all Units in proportion to their respective undivided interests in the Common Areas, and shall become due and payable on such date or dates as the Board determines following written notices to the Unit owners.

(c) Special Individual Unit Assessments. The Board may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit owner, the cost of insurance premiums separately billed to a Unit owner, and a Unit owner's enforcement and arbitration charge). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit owners subject thereto. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit owner for his, her or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Areas attributable to that Unit. The calculation by the Association of the Unit's share of taxes and assessments shall be binding upon all Unit owners.

Section 4. Effective Date of Assessments. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit owner at least ten (10) days prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice mailed or delivered to a Unit

owner's Unit shall constitute notice to that Unit owner, unless the Unit owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit owner.

Section 5. Effect of Non-payment of Assessments; Remedies of the Association.

(a) If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the Board, at its option, without demand or notice, may (i) declare the entire unpaid balance of the assessment immediately due and payable, and (ii) charge interest on the entire unpaid balance (or on an overdue installment, alone, if it hasn't exercised its option to declare the entire unpaid balance due and payable), at the rate of eight percent (8%) per annum.

(b) Annual operating and both types of special assessments, together with interests and costs, shall be a charge and a continuing lien in favor of the association upon the Unit against which each such assessment is made.

(c) At any time after an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, and interest and costs, may be filed with the Recorder of Ottawa County, Ohio, pursuant to authorization given by the Board. The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments, and shall be signed by the president or other chief officer of the Association.

(d) The lien provided for herein shall remain valid for a period of five (5) years from the date a certificate of lien was duly filed therefore, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

(e) Any Unit owner who believes that an assessment chargeable to his, her or its Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the Court of Common Pleas of Ottawa County, Ohio for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(f) Each such assessment together with interest and costs shall also be the joint and several personal obligation of the Unit owner who owned the Unit at the time when the assessment fell due. The

obligation for delinquent assessments, interest and costs shall not be the personal obligation of that owner's or owner's successors in title unless expressly assumed by the successors, provided, however, that the right of the Association to a lien against that Unit, or to foreclose any lien thereon for these delinquent assessments, interest and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

(g) The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest and costs, bring an action at law against the owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association as plaintiff in any such action shall be entitled to become a purchaser at the foreclosure sale. In any such action, interest and costs of such action (including attorneys fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

(h) No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Areas, or any part thereof, or by abandonment of his, her or its Unit.

Section 6. Subordination of the Lien to First Mortgage. The lien of the assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments or charges against the mortgaged Unit which became due and payable prior to the time such holder or purchaser took title to that Unit.

Section 7. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE XVII

NOTICES TO MORTGAGEES

Any holder or insurer of a first mortgage, upon written request to the Association (which request states the name and address of such holder or insurer and the Unit designation), shall be entitled to timely written notice by the Association of:

1. any proposed amendment of the Condominium organiza-

tional documents effecting a change in (a) the boundaries of any Unit, (b) the undivided interest in the Common Areas appertaining to any Unit or the liability for common expenses appertaining to any Unit, or (c) the purposes to which any Unit or the Common Areas are restricted:

2. any proposed termination of the Condominium as a condominium regime;

3. any condemnation or eminent domain proceeding affecting the Condominium Property or any part thereof, of which the Board obtains notice;

4. any significant damage or destruction to the Common Areas;

5. any decision by the Association not to restore substantial damage or destruction;

6. any decision by the Association to renew or rehabilitate the Condominium Property;

7. any decision by the Association to construct new capital improvements not replacing existing improvements;

8. times and places of Unit owner's meetings; and

9. any default under the Condominium organizational documents which gives rise to a cause of action against a Unit owner whose Unit is subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

ARTICLE XVIII

CONDOMINIUM INSTRUMENT REQUIREMENTS

Section 1. General. The Condominium act requires that certain information be provided in the Condominium instruments. Much of this is provided elsewhere in the Condominium organizational documents and in other documents, but in order that all such information be provided in this Declaration, various items of that information are set forth in the following sections of this article.

Section 2. Deposits. Any deposit or down payment made in connection with a sale of a Unit by Declarant or its agent will be held in trust or escrow until delivered at the time of the closing of the sale or returned to or otherwise credited to the buyer, or forfeited to the Declarant. If, in the case of any such sale, a deposit or down payment of \$2,000.00 or more is held for more than 90 days, interest at the rate of at least 4% per annum for any period exceeding 90 days shall be credited to the buyer at the time of closing of the sale or upon return or other credit made to the buyer, or added to any for-

feiture to the Declarant. Deposits held in trust or escrow pursuant to sales by Declarant, or its agent shall not be subject to attachment by creditors of Declarant or the buyer.

Section 3. Association Control. Except in its capacity as a Unit owner of unsold Units, the Declarant or its agent will not retain a property interest in any of the Common Areas after control of the Association is assumed by the Association. The owners of Units that have been sold by the Declarant or its agent will assume control of the Association and the Common Areas, as elsewhere provided herein, in compliance with the requirements of the Condominium act. Neither the Association nor the Unit owners will be subject to any management contract or agreement executed prior to the assumption of control of the Association by Unit owners other than Declarant for more than one year subsequent to that assumption of control unless such a contract or agreement is renewed by a vote of the Unit owners pursuant to the provisions of the By-Laws.

Section 4. Limited Warranty. Following are the limited warranties (and limitations thereon) which the Declarant gives to the buyers of a Unit from it, which are not enforceable by the buyers unless and until the sale of the Unit to the buyers is closed.

(a) Units. Except as provided in subparagraph C. below, the Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of structural, mechanical, and other elements pertaining to the Unit, occasioned or necessitated by a defect in material or workmanship, that arise within a period of one year from the date the deed to the buyers for that Unit is filed for record.

(b) Common Areas and Facilities. The Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of the roof and structural components, and mechanical, electrical, plumbing, and common service elements serving the Condominium as a whole, occasioned or necessitated by defects in material or workmanship, that arise within a period of two years from the date the deed is filed for record following the sale of the first unit in the Condominium to a purchaser in good faith for value.

(c) Appliances, etc. In the case of ranges, refrigerators, washing machines, clothes dryers, hot water heaters and other similar appliances, if any, installed and furnished by the Declarant as part of the Unit, the Declarant assigns to the buyers all express and implied warranties of the manufacturer, and the Declarant's warranty with respect to such items is limited to the Declarant's warranty that the same have been properly installed.

(d) Extended Warranties. The Declarant assigns to the buyers any warranties made to the Declarant that exceed the time periods for warranties that the Declarant has given to the buyers by this limited warranty.

(e) Limitations.

(1) No responsibility is assumed for damage from any cause, whatsoever, other than to repair or replace, at the Declarant's cost, items containing defects covered by Declarant's warranty.

(2) No responsibility is assumed for consequential or incidental damage except to the extent, if any, not permitted to be excluded or limited by law.

(3) Implied warranties, if any, are limited to one year from the date on which the unit is deeded to the buyers, except to the extent, if any, that limitation is not lawful.

(4) These written warranties are the only express warranties the Declarant gives to the buyers unless additional warranties are included in a written contract between the Declarant and the buyers.

(5) Any request for service must be sent in writing to the Declarant at P.O. Box 53, Marblehead, Ohio, or at such other address as the Declarant may designate, from time to time, in writing to the buyers. The Declarant or the Declarant's designated representative will commence performance of the Declarant's obligations under this warranty within thirty (30) days after receipt of the buyer's request for service, and complete the same as soon as reasonably possible. All repairs and adjustments will be made Monday through Friday, 8:00 A. M. to 5:00 P.M.

(f) Other Rights. This written limited warranty gives the buyers specific legal rights and the buyers may also have other legal rights under the law.

Section 5. Declarant's Obligations. Declarant will assume the rights and obligations of a Unit owner in its capacity as owner of Units not yet sold, including, without limitation, the obligation to pay common expenses attaching to such Units, from the date this Declaration is filed for record.

ARTICLE XIX

AMENDMENTS

Section 1. Power to Amend. Except as hereinafter provided, amendment of this Declaration (or the other Condominium organizational documents) shall require (a) the consent of Unit owners exercising not less than seventy-five (75%) of the voting power of Unit owners, and (b) the consent of eligible holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders of first mortgages appertain. Notwithstanding the foregoing:

(a) the consent of all Unit owners shall be required for any amendment effecting a change in;

(i) the boundaries of any Unit;

(ii) the undivided interest in the Common Areas appertaining to a Unit or the liability for common expenses appertaining thereto;

(iii) the number of votes in the Association appertaining to any Unit; or

(iv) the fundamental purposes to which any Unit or the Common Areas are restricted;

(b) the consent of Unit owners exercising not less than eighty percent (80%) of the voting power of Unit owners and the consent of eligible holders of first mortgages on units to which at least seventy-five percent (75%) of the votes of units subject to mortgages held by eligible holders of first mortgage liens appertain shall be required to terminate the Condominium; and

(c) in any event, Declarant reserves the right and power, and each Unit owner by acceptance of a deed to a Unit is deemed, to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant,) for a period of three (3) years from the date of the filing of the Declaration, to amend the Condominium organizational documents, to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by the Mortgage Corporation, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Federal Housing Administration, the Veterans Administration, or any other agency or organization; and further provided that if there is a Unit Owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant.

Section 2. Method to Amend. An amendment to this Declaration (or the Drawings or the By-Laws), adopted with the consents hereinbefore provided, in a writing executed with the same formalities as the Declaration by two officers of the Association and containing a certification that the amendment was duly adopted in accordance with the foregoing provisions, shall be effective upon the filing of the same with the Auditor and Recorder of Ottawa County, Ohio.

ARTICLE XX

EXPANSIONS

Section 1. Reservation of Expansion Option. Declarant expressly reserves the option to expand the Condominium Property as provided in this article.

Section 2. Limitations on Option. Declarant has no limitations on its option to expand the Condominium Property except as provided in this article, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property. No Unit owner's consent is required to enable Declarant to expand the Condominium Property.

Section 3. Maximum Expansion Time. Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven years from the date this Declaration is filed for record, renewable for an additional seven year period at the option of the developer, exercisable within six months prior to the expiration of the seven year period and with the consent of the majority of the unit owners other than the developer upon which the option together with a statement of any circumstances that will terminate the option prior to the expiration of the time limit.

Section 4. Legal Description. A legal description, by metes and bounds, of all additional property that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium act as part of this Condominium, is attached hereto and marked "Exhibit D", and referred to herein as "the additional property".

Section 5. Composition of Portions Added. Neither all nor any portion of the additional property must be added to the Condominium Property, nor, if any of the additional property is added, shall it be required that a particular portion of the additional property must be added, provided that portions added meet all other requirements set forth in this article. Except as expressly provided in this article, there are no limitations on the portions of the additional property that may be added to the Condominium Property.

Section 6. Time for Adding Portions. Portions of the additional property may be added to the Condominium Property from time to time, and at different times, within the time limit previously described. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added, excepting, however, that each portion added shall be contiguous, at some point, to what then constitutes the Condominium Property, so that at all times the entire Condominium Property shall be an integral and contiguous development.

Section 7. Improvement Location Limitations. There are no established or defined limitations as to the location of any improvements that may be made on any portion of the additional property added to the Condominium Property except such limitations as may then be in effect by reason of the laws and lawful rules and regulations of the appropriate government bodies and authorities having jurisdiction.

Section 8. Maximum Number of Units. The maximum total number of Units that may be created on the additional property and added to the Condominium Property is fifty-eight, provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or

restrict the number of dwelling units that may be constructed on all or any portion of the additional property that is not added to the Condominium Property. Subject to the foregoing total maximum of Units that may be added to the Condominium Property, there is no limit as to the maximum number of units per acre that may be created on any portion of the additional property added to the Condominium Property other than as may, from time to time be imposed by law.

Section 9. Non-Resident Uses. To the extent any part or all of the additional land is added to the Condominium Development, all land so added and all units constructed thereon and included in this Condominium Plan, shall be restricted exclusively to residential usage in the same manner as the Units included within this Condominium are so restricted.

Section 10. Compatibility of Structures. All structures erected on all or any portion of the additional property and added to the Condominium Property will be compatible with structures then on the Condominium Property in terms of quality of construction, the principal materials to be used, and architectural style and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the additional property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not comparable because of changes in the number of dwelling units in a building, or variances in set-backs or locations of structures in relation to other improvements.

Section 11. Improvements other than Structures. If all or a portion of the additional property is added to the Condominium Property, drives, sidewalks, yard areas, and other improvements similar to those then on the Condominium Property shall be constructed on that additional property, and no other non-structural improvements. Improvements other than structures added to the Condominium Property shall not include improvements except of substantially the same kind, style, design and quality as those improvements then on the Condominium Property.

Section 12. Types of Units. All Units that are created on all or any portion of the additional property and added to the Condominium Property shall be comparable with and similar in style to and of the types of Units then on the Condominium Property, provided, however, that any such Units shall be deemed substantially identical notwithstanding changes in the interior layout of the Units.

Section 13. Limited Common Areas. Declarant reserves the right with respect to all or any portion of the additional property added to the Condominium Property to create Limited Common Areas therein of substantially the same type, size, and number as those areas then so designated as such in the Condominium Property, including, without limiting the generality of the foregoing:

- (a) a deck, patio or porch, whichever is adjacent to and contiguous to the Unit served;

(b) crawl space and attic, whichever is adjacent to and contiguous to the Unit served; and

(c) parking facilities.

The precise size and number of such newly created Limited Common Areas cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the buildings and other improvements on each portion, and other factors presently undetermined.

Section 14. Supplementary Drawings. Attached hereto and marked "Exhibit E" is a plot plan showing the location and dimensions of the Condominium Property and the additional property. Declarant does not consider any other drawings or plans, other than the Drawings, presently appropriate in supplementing the foregoing provisions of this article. However, at such time as Declarant adds all or any portion of the additional property to the Condominium Property it shall file drawings and plans with respect to the additional property as required by the Condominium act.

Section 15. Procedures for Expansion. All or any portion of the additional property shall be added to the Condominium Property by the execution and filing for record by the Declarant and all owners and lessees of the land so added, in the manner provided by the Condominium act, of an amendment to the Declaration that contains the information, drawings and plans with respect to the additional property and improvements thereon added required by the Condominium act.

Section 16. Effects of Expansion. Upon the filing for record of an amendment to the Declaration adding all or any portion of the additional property to the Condominium Property:

(a) the added portion shall thereafter be subject to all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessments plan set forth herein shall run with and bind the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property;

(b) the owner or owners of the added portion shall thereupon become members to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and

(c) the undivided interests of Units in the Common Areas, as so expanded, shall be reallocated as hereinbefore provided; and

(d) in all other respects, all of the provisions of this Declaration shall include and apply to such additional

portions, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

ARTICLE XXI

GENERAL PROVISIONS

Section 1. Condominium Instruments. The Condominium act requires certain provisions and information to be provided in the "Condominium Instruments". Provisions regarding deposits, warranties and other items are set forth in individual Unit sales contracts and attachments thereto, in the cases of sales by Declarant, and those items are incorporated herein by reference.

Section 2. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 3. Enforcement. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting the Declarant), the Association, and each Unit owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the By-Laws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit owner shall have the rights of action against each other for failure to comply with the provisions of the Condominium organizational documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Unit owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit owner or occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board.

Section 4. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court

shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no way affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 5. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 6. Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 27 day of October, 1984.

Signed and acknowledged in the presence of:

John A. Kocher

Hubert Keating
Hubert Keating

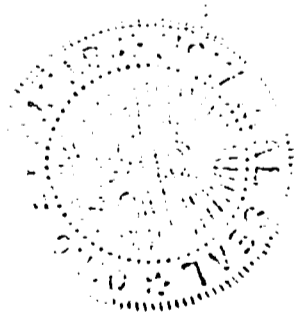
Emily J. Harvey

Sheila N. Keating
Sheila N. Keating

STATE of OHIO
COUNTY of OTTAWA, ss:

Before me, a Notary Public in and for said county and state, personally appeared the above named Hubert Keating and Sheila N. Keating, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at Port Clinton, Ohio, this 27th day of October, 1984.



Nancy Jo Dunlap
NOTARY PUBLIC

Nancy Jo Dunlap, Notary Public
State of Ohio
Commission Expires 10/31/85

This instrument prepared by: -33-
John A. Kocher, Attorney at Law

BY-LAWS
(Code of Regulations)
OF
BLUE WATER CONDOMINIUM ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the Association is Blue Water Condominium Association ("the Association"), which corporation; not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio. The principal office of the Association shall be as set forth in its Articles of Incorporation ("the Articles"), and the place of meetings of Unit Owners (Members) and of the Trustees (Board of Managers) of the Association shall be at such place in Ottawa County, Ohio as the Board of Managers, may from time to time designate.

ARTICLE II

DEFINITIONS

All of the terms used herein shall have the same meanings as set forth in the Declaration of Blue Water Condominium, ("The Declaration"), recorded simultaneously herewith with the Recorder of Ottawa County, Ohio.

ARTICLE III

UNIT OWNERS (MEMBERS)

Section 1. Composition. Each Unit Owner, as defined in the Declaration, is a member of the Association.

Section 2. Annual Meetings. Regular annual meetings of the Unit owners shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board.

Section 3. Special Meetings. Special meetings of the Unit owners may be called at any time by the president or by the Board, upon written request of Unit owners entitled to exercise one-fourth (1/4) or more of the voting power of Unit owners, and when required by the Condominium act.

Section 4. Notice of Meetings. Written notice of each meeting of Unit owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting, to each Unit owner entitled to vote thereat, addressed to the Unit owner's address last appearing on the books of the Association, or supplied by such Unit owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The Unit owners present, in person or by proxy, at any duly called and noticed meeting of Unit owners, shall constitute a quorum for such meeting.

Section 6. Proxies. At any meeting of Unit owners, a Unit owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit owner of his, her or its Unit.

Section 7. Voting Power. Except as otherwise provided by law or otherwise specified in the development instruments, a majority of the voting power of Unit owners voting on any matter that may be determined by the Unit owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit owners except as otherwise specifically provided in the Condominium organizational documents by law.

Section 8. Action in Writing Without Meeting. Any action that could be taken by Unit owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit owners having not less than a majority of the voting power of Unit owners or such greater proportion of the voting power as may be required by the Condominium organizational documents, or by law.

ARTICLE IV

BOARD OF TRUSTEES: (BOARD OF MANAGERS)

Section 1. Initial Trustees. The initial trustees shall be those two persons named as the initial Trustees in the Articles, or such other person or persons as may from time to time be substituted by the declarant.

Section 2. Successor Trustees. The number, times of election, and terms of office of those who will serve as Trustees of the Association to succeed the initial Trustees, shall be as provided in the Declaration and these By-Laws.

Section 3. Removal. Excepting only Trustees named in the Articles or selected by Declarant, any Trustee may be removed from the Board with or without cause, by a majority vote of the members. In the event of the death, resignation or removal of a Trustee other than one named in the Articles or a substitute selected by the Declarant, that Trustee's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit owners when a Trustee shall be elected to complete the term of such deceased, resigned or removed Trustee. Declarant shall have the sole right to remove, with or without cause, any Trustee designated in the Articles, or a substitute selected by the Declarant, and select the successor of any Trustee so selected who dies, resigns, is removed or leaves office for any reason before the election of Trustees by all of the Unit owners as provided in the Declaration.

Section 4. Nomination. Nominations for the election of Trustees to be elected by the Unit owners shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Unit owners appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 5. Election. Election to the Board by the Unit owners shall be by secret written ballot. At such elections, the Unit owners or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 6. Compensation. Unless otherwise determined by the Unit owners at a meeting duly called and noticed for such purpose, no Trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. Regular Meetings. Regular meetings of the Board shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by any two Trustees, after not less than three days notice to each Trustee.

Section 9. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Trustees entitled to cast a majority of the voting power of Trustees shall constitute a quorum for such meeting.

Section 10. Voting Power. Except as otherwise provided by law, vote of a majority of the Trustees voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine the matter.

Section 11. Action in Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Trustees.

Section 12. Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Condominium organizational documents, that are not specifically and exclusively reserved to the Unit owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium organizational documents;
- (b) obtain insurance coverage no less than that required pursuant to the Declaration;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair and maintain the Common Areas;
- (e) establish, enforce, levy and collect assessments as provided in the Declaration;
- (f) adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of Unit owners occupants and their guests thereon, and establish penalties for the infraction thereof;
- (g) suspend the voting rights of a Unit owner during a period in which such Unit owner shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium organizational documents);
- (h) declare the office of a member of the Board to be vacant in the event such Trustee shall be absent from three consecutive regular meetings of the Board;

- (i) authorize the officers to enter into one or more management agreements in order to facilitate the efficient operation of the property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board. The terms of any management agreements shall be as determined by the Board to be in the best interest of the Condominium organizational documents); and
- (j) do all things and take all actions permitted to be taken by the Association By-Laws, or the Condominium organizational documents not specifically reserved thereby to others.

Section 13. Duties. It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit owners at each annual meeting of Unit owners, or at any special meeting when such statement is requested in writing by Unit owners representing one-half (1/2) or more of the voting power of Unit owners;
- (b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to;
 - (i) fix the amount of assessments against each Unit;
 - (ii) give written notice of each assessment to every member subject thereto within the time limits set forth therein; and
 - (iii) foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit owners personally obligated to pay the same, or both;
- (d) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (e) procure and maintain insurance as provided in the Declaration and as the Board deems advisable;

- (f) cause all officers or employees handling Association funds to be bonded;
- (g) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- (h) cause the restrictions created by the Declaration to be enforced;
- (i) take all other actions required to comply with all requirements of law and the Condominium organizational documents.

ARTICLE V

OFFICERS

Section 1. Enumeration of Offices. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer need be a member of the Association nor need any officer be a Trustee. The same person may hold more than one office.

Section 2. Selection and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

Section 3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

- (a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.

- (b) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the members, keep appropriate current records showing the names of members of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.
- (c) Treasurer. The treasurer shall assume responsibility for the receipt and deposit in appropriate bank accounts of all monies of the Association, the disbursement of such funds as directed by resolution of the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the members at annual meetings, and the delivery or mailing of a copy of each to each of the members.

ARTICLE VI

COMMITTEES

The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

ARTICLE VII

BOOKS AND RECORDS

The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit owners and the holders and insurers of first mortgages on Units. Likewise during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Unit owners, lenders and their insurers, and prospective purchasers, current copies of the Condominium organizational documents and the rules and regulations governing operation of the Condominium.

ARTICLE VIII

AUDITS

Upon written request to the Association by an institutional first mortgagee of a Unit, or its insurer, or by vote of the holders of a majority of the voting power of members, the Board shall cause the preparation and furnishing to those requesting of an audited financial statement of the Association for the preceding fiscal year, provided that no such statement need be fur-

nished earlier than ninety (90) days following the end of such fiscal year.

ARTICLE IX

FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

ARTICLE X

AMENDMENTS

Any modification or amendment of these By-Laws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Recorder of the county in which the Condominium is located.

IN TESTIMONY WHEREOF, the undersigned, the initial members of the Association, have caused these By-Laws to be duly adopted on or as of the 23 day of AUGUST, 1985.

By Hubert Keating
Hubert Keating

By Sheila N. Keating
Sheila N. Keating

EXHIBIT A

LEGAL DESCRIPTION

For Building No. 17

Known as and being a parcel of land in Section 2, Lot 13, Firelands survey, Danbury Township, Ottawa County, Ohio, and being more particularly described as follows:

Commencing at an iron pin marking the intersection of the east line of said Section 2, Lot 13, with the north right-of-way line of North Shore Boulevard, T.R. #257; thence proceeding south 52 degrees 08 minutes 58 seconds west in said north right-of-way line of North Shore Boulevard a distance of 369.09 feet to an iron pin; thence proceeding north 0 degrees 00 minutes west a distance of 596.85 feet to the point and of beginning of the parcel herein described; thence proceeding south 89 degrees 57 minutes 02 seconds west a distance of 120.00 feet to an iron pin; thence proceeding north 0 degrees 00 minutes west a distance of 165.00 feet to a point; thence proceeding south 90 degrees 00 minutes east a distance of 120.00 feet to a point; thence proceeding south 0 degrees 00 minutes west a distance of 164.90 feet to the point and place of beginning. Said parcel contains 0.4544 acres of land.

Together with an easement of access over and across the following, consisting of a strip 30 feet in width, 15 feet on each side of the following described centerline to-wit:

Commencing at an iron pin marking the point of intersection of the east line of Section 2, Lot 13, with the north right-of-way line of North Shore Boulevard, T.R. #257; thence proceeding south 52 degrees 08 minutes 58 seconds west in said north right-of-way line of North Shore Boulevard a distance of 19.00 feet to the point of beginning of the easement herein granted; thence proceeding north 0 degrees 00 minutes east a distance of 76.66 feet to a point; thence proceeding south 90 degrees 00 minutes west a distance of 176.44 feet to a point; thence proceeding north 45 degrees 00 minutes west a distance of 120.21 feet to a point; thence proceeding north 0 degrees 00 minutes east a distance of 265.37 feet to a point; thence proceeding south 90 degrees 00 minutes west a distance of 15.00 feet to the point of terminus.

The above legal description was based on the assumption that the north right-of-way line of North Shore Boulevard, T.R. #257, bears south 52 degrees 08 minutes 58 seconds west.

EXHIBIT B

The condominium building, unit and percentage of common area for the units declared into the condominium are as follows:

Building	Unit No.	Sq. Feet	Percentage Interest
17	49	1707	32.39703
17	50	1774	33.66862
17	51	1788	33.93433

EXHIBIT C

Is the plot plan of the condominium and is recorded in Ottawa County Recorder's Office, Plat Book Volume 20, Page 20 and is hereby incorporated by reference.

EXHIBIT D

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

PARCEL NO. 1: - Situated in the Township of Danbury, County of Ottawa and State of Ohio, and commencing at a point in the east line of Lot 13, Section 2, of said township, where the same intersects the north right of way line of the Ohio Public Service Company;

thence north along said east line of Lot 13, Section 2, about 1140.0 feet to an iron pin;

thence southwesterly along Lake Erie to an iron pin at the northeast corner of lands owned by Russell K. Ramsey, et al.;

thence south along the east line of lands of Russell K. Ramsey, et al., to the north line of The Ohio Public Service Company's right of way;

thence northeasterly along the north line of The Ohio Public Service Company's right of way to the east line of Lot 13, Section 2, Danbury Township, Ottawa County, Ohio, containing in all 10.95 acres, more or less, but subject to all legal highways; EXCEPTING therefrom the following described premises:

Commencing at an iron pin on the north right of way line of North Shore Boulevard, said point being 513.80 feet southwesterly from the east line of Lot 13, Section 2, Danbury Township, Ottawa County, Ohio, measured in said right of way line and, the place of beginning;

thence north $00^{\circ}26'30''$ west, a distance of 928.35 feet to a point in the lagoon area of said plat; (Holiday Cove Allotment - Plat 1)

thence north $89^{\circ}34'30''$ east, a distance of 100.0 feet to a point;

thence south $00^{\circ}26'30''$ east, a distance of 85.44 feet to a point;

thence north $89^{\circ}34'30''$ east, a distance of 20.0 feet to a point;

thence south $0^{\circ}26'30''$ east, a distance of 752.91 feet to a point on the north right of way line of North Shore Boulevard;

thence south $52^{\circ}21'$ west, a distance of 150.80 feet to a point and the place of beginning.

Said parcel to contain 2.40 acres, more or less. All bearings are based on the assumption that the east line of Lot 13, Section 2 bears due north.

Containing after said exception 7.66 acres, more or less, and subject to all legal highways.

EXHIBIT D

Page two

PARCEL NO. 2: - The Reserved Area and 20.0 foot right of way shown on the plat of Holiday Cove Allotment - Plat 1 in Lot 13, Section 2 of Danbury Township, Ottawa County, Ohio, together with all of the rights reserved to the plattors as set forth on said plat recorded in volume 8 at page 44 of the Ottawa County Plat Records.

PARCEL NO. 3: - Situated in the Township of Danbury, County of Ottawa and State of Ohio:

And known as and being Lots Thirteen (13), Fourteen (14), and Fifteen (15) of Holiday Cove Allotment, Plat 1, a subdivision in said township, in Section 2 of Lot 13 in said Danbury Township.

EXCEPT the following described real estate:

And known as and being any interest in the street known as Holiday Drive as shown on the plat of Holiday Cove Allotment Plat 1 as recorded in Ottawa County Plat Records Book 8, Page 44 (2 pages) from the south one half of Lot 13 line extended across Holiday Drive to North Shore Boulevard together with the south one-half ($\frac{1}{2}$) of Lot Thirteen (13).

The grantees by acceptance of the deed and further in compliance with the Judgment of the Ottawa County Common Pleas Court Case No. 22116 attached hereto and incorporated by reference do hereby waive any rights they may have had in any deed restrictions on Holiday Cove Allotment Plat 1 restrictions or covenants as they could have applied to the north one-half of Lot 13, all of Lot 14, all of Lot 15 in said subdivision and reserve area.

ALSO EXCEPTING THE FOLLOWING LEASED LAND:

Being a parcel of submerged land lying within the waters of Lake Erie and the Channel into an existing boat basin and below M.L.W. at 568.6 feet (IGLD) enclosed within the hereinafter described parcel lying northerly to, or within Lot No. 13, Section No. 2, Firelands Survey, Danbury Township, Ottawa County, Ohio, and more particularly described as follows:

Commencing at an iron pin set about 18 feet N90°00'W from the east line of said Lot No. 13 and 1085 feet north of the centerline of North Shore Boulevard, a public highway, measured along said east line;

thence N76°36'W, 268 feet to a point on the end of an existing point protected by rip-rap on the Shore of Lake Erie and the Place of Beginning;

thence S68°31'E, 146 feet to a point on the wash line of Lake Erie at elevation 572.1 (IGLD);

thence S29°00'W, 155 feet to a point on said wash line;

EXHIBIT D

Page three

thence N75°00'W, 52 feet to a point;
 thence S24°30'W, 41 feet to a point, said last two (2) courses generally following rip-rap protection on the Shore at the entrance to a Channel on the natural Shore of lake Erie;

thence S35°50'E along the easterly line of said Channel, 101.3 feet to the entrance into a Boat Basin;

thence S62°00'W along the Southerly end of the Channel 39 feet to a point;

thence N28°00'W, 75 feet to a point on the northerly end of the Channel and the average Shore Line of Lake Erie at elevation 572.1 (IGLD);

thence N22°30'W, 120 feet to the point of a rip-rap jetty into Lake Erie;

thence N24°44'E, 150 feet to the place of beginning, containing 0.5702 Acres within the waters of Lake Erie and 0.0564 Acres in the Channel of which about 0.25 Acres are below M.L.W.

The above legal description was prepared by Richard D. Bredbeck, P.E., Registered Surveyor #3910.

ALSO EXCEPT THE REAL ESTATE

Known as and being a parcel of land in Section 2, Lot 13, Firelands survey, Danbury Township, Ottawa County, Ohio, and being more particularly described as follows:

Commencing at an iron pin marking the intersection of the east line of said Section 2, Lot 13, with the north right-of-way line of North Shore Boulevard, T.R. #257; thence proceeding south 52 degrees 08 minutes 58 seconds west in said north right-of-way line of North Shore Boulevard a distance of 369.09 feet to an iron pin; thence proceeding north 0 degrees 00 minutes west a distance of 596.85 feet to the point and of beginning of the parcel herein described; thence proceeding south 89 degrees 57 minutes 02 seconds west a distance of 120.00 feet to an iron pin; thence proceeding north 0 degrees 00 minutes west a distance of 165.00 feet to a point; thence proceeding south 90 degrees 00 minutes east a distance of 120.00 feet to a point; thence proceeding south 0 degrees 00 minutes west a distance of 164.90 feet to the point and place of beginning. Said parcel contains 0.4544 acres of land.

Together with an easement of access over and across the following, consisting of a strip 30 feet in width, 15 feet on each side of the following described centerline to-wit:

Commencing at an iron pin marking the point of intersection of the east line of Section 2, Lot 13, with the

EXHIBIT D

Page four

north right-of-way line of North Shore Boulevard, T.R. #257; thence proceeding south 52 degrees 08 minutes 58 seconds west in said north right-of-way line of North Shore Boulevard a distance of 19.00 feet to the point of beginning of the easement herein granted; thence proceeding north 0 degrees 00 minutes east a distance of 76.66 feet to a point; thence proceeding south 90 degrees 00 minutes west a distance of 176.44 feet to a point; thence proceeding north 45 degrees 00 minutes west a distance of 120.21 feet to a point; thence proceeding north 0 degrees 00 minutes east a distance of 265.37 feet to a point; thence proceeding south 90 degrees 00 minutes west a distance of 15.00 feet to the point of terminus.

The above legal description was based on the assumption that the north right-of-way line of North Shore Boulevard, T.R. #257, bears south 52 degrees 08 minutes 58 seconds west.

EXHIBIT E

Is the plot plan of the additional property which is recorded in Ottawa County Recorder's Office, Plat Volume 20, Page 20, which is hereby incorporated by reference.