

PUCO CASE NO. 97- 1412 -ST-ACA

**PUBLIC UTILITIES COMMISSION OF OHIO
ABBREVIATED APPLICATION FORM FOR A
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
FOR A SEWAGE DISPOSAL SYSTEM COMPANY**
(Please print or type. If additional space is
required, attach a separate sheet of paper.)

Applicant: After completing this form, forward four copies directly to the Public Utilities Commission of Ohio (PUCO) at address on back. The PUCO will notify the Applicant and the OEPA if a Certificate of Public Convenience and Necessity is issued.

(1) Project Name: Commodore Island Expansion
Applicant Name: Monument View Co., Attn: Mr. Phillip F. Cox
Address: 3611 Swallow Tail, Sylvania, Ohio 43560
County of Project: Ottawa Township of Project: Danbury
Project Contact Person: Phillip Cox Telephone: (419) 531-5477
OEPA District Office (Check One): ☒ NW ☐ NE ☐ SW ☐ SE ☐ CD ☐ CO

(2) Provide a brief description of the project (the facilities to be installed and/or constructed): The proposed project consists of 478 L.F. of 8" sanitary sewer to serve a new 15 unit condominium subdivision. Future sewer extensions are not planned. The proposed sewer will connect to the existing sanitary sewer on Monument View 572' north of North Shore Blvd. The Ottawa County, Danbury Twp. Wastewater Treatment Plant will receive the waste.

(3) Explain how the project will provide for the public convenience and necessity. Explain who will be served by the project, how will the project be advantageous to those to be served by the project, and why is the project necessary (are required facilities unavailable or are existing facilities inadequate or in need of replacement): This project will provide a sanitary sewer service to 15 condominium units. Therefore, no septic tanks or on site waste treatment will be necessary.

(4) Provide the name, telephone number and indicate by type the entity(ies) that will own/operate the system/project as it pertains to Section 4905.03 and 4933.25, Ohio Revised Code (see back of this form). Examples of type: Governmental Entity, Home Owners/Property Owners/Condominium Association, Regional District, Cooperative, Privately Owned, etc.:
Name(s): Monument View Ltd. Telephone: (419) 531-5477
Ownership Type: Limited Liability Company
If the ownership type is an Association, provide with this form a copy of the applicable Articles of Incorporation and the applicable sections from the Association's By-Laws/Code of Regulations indicating system/project responsibility.

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician SEL Date Processed 10/31/97

(5) If you (Applicant) intend to transfer ownership of system/project, indicate date or time of transfer (e.g., within one month of project completion):

Date/Time of Transfer: 12/1/97 - 2:00 pm ±

(6) If different than the above named owner/operator, provide the name, telephone number, and type of entity that will bill, collect payment, and retain the payment revenue for the services relative to the system/project: Condominium

Name: Commodore Island on Marblehead Telephone: (419) 531-5477

Ownership Type: Condominium Ownership

Applicant certifies that the above information is true and correct to the best of his/her knowledge and belief and will immediately notify the PUCO of any changes to this information. The PUCO's rules applicable to sewage disposal system companies are included in Chapter 4901.1-15, Ohio Administrative Code. Except for the information requested above, applicant requests a waiver of the rules applicable to the contents of an application for a certificate of public convenience and necessity and service provided by such facilities. Applicant understands that a certificate may not be transferred nor service abandoned without prior PUCO approval. Applicant also understands that it may not charge or bill any entity connected to the facilities installed pursuant to this certificate without receiving prior approval for such charges from the PUCO.

Paul J. L... (PARTNER)

9-10-97

Signature of Applicant

Date

Applicable Statutes

Section 4933.25 of the Ohio Revised Code provides that no sewage disposal system company shall construct, install, or operate sewage disposal system facilities until it has been issued a certificate of public convenience and necessity by the Public Utilities Commission of Ohio. Section 4905.03(A)(14) of the Revised Code states that any person, firm, copartnership, voluntary association, joint stock association, company or corporation, wherever organized or incorporated, is a sewage disposal system company when engaged in the business of sewage disposal services through pipes or tubing, and treatment works, or in a similar manner, within Ohio.

Mail Completed Form to: Public Utilities Commission of Ohio,
Energy & Water Division, Water/Sewer Section
180 East Broad St., 3rd Floor
Columbus, Ohio 43215-3793

Contact the PUCO at (614) 466-0518 (Greg Dewhurst) or (614) 466-5634 (Sue Daly) if you have any questions concerning this form.

05105-0424



The State of Ohio

Bob Taft

Secretary of State

900307

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: ARN

of:

COMMODORE ISLAND ON MARBLEHEAD CONDOMINIUM ASSOCIATION, INC.

United States of America
State of Ohio
Office of the Secretary of State

Recorded on Roll 5105 at Frame 0425 of
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at

Columbus, Ohio, this 28TH day of MARCH ,

A.D. 19 95 .



Bob Taft
Bob Taft
Secretary of State

05105-0425

APPROVED FOR FILING

By: pmc

Date: 3-28-95

Amount: 25.00

FOR OFFICIAL USE ONLY

95032831701

ARTICLES OF INCORPORATION

OF

COMMODORE ISLAND ON MARBLEHEAD CONDOMINIUM ASSOCIATION, INC.

The undersigned, desiring to form a corporation, not for profit, under Sections 1702.01 et seq., of the Ohio Revised Code, does hereby certify:

FIRST: The name of said corporation shall be Commodore Island on Marblehead Condominium Association, Inc.

SECOND: The place in Ohio where the principal office of the corporation is to be initially located is Toledo, Lucas County, Ohio.

THIRD: The purposes for which said corporation is formed are:

- (a) to undertake and assume all of the duties, obligations, rights and authority of the Unit Owners Association as established in the certain Declaration of Condominium Ownership of Commodore Island on Marblehead Condominium, and in compliance with Chapter 5311 of the Ohio Revised Code; and
- (b) to engage in any lawful acts or activity for which non-profit corporations may be formed under Section 1702.01 et seq. of the Ohio Revised Code

FOURTH: The following three (3) persons shall serve said corporation as the initial Trustees until the first annual meeting or other meeting called to elect Trustees.

05105-0426

Name:

Address:

Phillip Cox

3611 Swallow Tail Lane
Sylvania, Ohio 43560

Robert O. Martin

908 Shearwood Drive
Perrysburg, Ohio 43551

Donna Shaw

908 Shearwood Drive
Perrysburg, Ohio 43551

23rd IN WITNESS WHEREOF, I have hereunto subscribed my name, this
day of March, 1995.



David L. Honold, Sole Incorporator

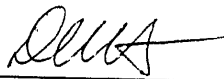
05105-0427

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned being the sole incorporator of Commodore Island on Marblehead Condominium Association, Inc. hereby appoints David L. Honold to be the statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served.

The complete address of the agent is 405 N. Huron Street, Toledo, Lucas County, Ohio 43604.

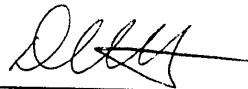
3-23-95
Date


David L. Honold, Incorporator

ACCEPTANCE

I hereby accept appointment as the statutory agent for the above named corporation.

3-23-95
Date


David L. Honold

DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS
CREATING AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO
FOR
COMMODORE ISLAND ON MARBLEHEAD CONDOMINIUM

CERTIFICATE OF AUDITOR

A copy of this Declaration, with Bylaws and Drawings attached
was filed with this office on June 21, 1995.

Ottawa County Auditor

By: James P. Bricker J. P. Bricker

Filed June 21, 1995 at _____ a.m./p.m.

Recorded June 22, 1995 at 3:13 a.m. (p.m.)

Volume 397 Page 248 of Deeds Records.

Also See Volume 35 Page 5-55 of Plat Records

Ottawa County Recorder

By: VIRGINIA M. PARK, RECORDER
\$ 242.00

Prepared By:

David L. Honold
WASSERMAN, BRYAN, LANDRY & HONOLD
300 Inns of Court Bldg.
405 N. Huron Street
Toledo, Ohio 43604
Telephone: (419) 243-1239
Fax: (419) 243-2719

After Recording Return To:

David L. Honold
WASSERMAN, BRYAN, LANDRY & HONOLD
300 Inns of Court Bldg.
405 N. Huron Street
Toledo, Ohio 43604

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NOTE: The Drawings consist of a one-page Plot Plan and Legal Description and twenty additional pages numbered 3 through 23 inclusive, with there being no page 17.

DECLARATION OF CONDOMINIUM OWNERSHIP

OF

COMMODORE ISLAND ON MARBLEHEAD CONDOMINIUM

KNOWN ALL MEN BY THESE PRESENTS: That

WHEREAS, MAGNOLIA COMPANY, LIMITED, an Ohio Limited Liability Company, hereinafter referred to as "Grantor" or "Developer" or "Declarant" is the owner in fee simple of the following legally described real property to wit:

See Exhibit "A" attached hereto and incorporated herein by reference;

Grantor acquired title to said real property by instrument recorded at Volume 391, Page 0647 of the Record of Deeds of Ottawa County, Ohio; and

WHEREAS, Grantor desires to convert this property and the existing structures thereon to a site of individually owned condominium units, and commonly owned areas and facilities, and to these ends to submit this property and the existing structures thereon to condominium ownership under the provisions of Chapter 5311, Ohio Revised Code (the Ohio Condominium Act); and

WHEREAS, Grantor desires and intends (1) to enable the Condominium Property (as defined in the Definitions below and classified in Article II hereof) to be owned under and pursuant to that certain type of ownership commonly known as "Condominium", and (2) subject and submit such property and the existing structures thereon to the provisions of Chapter 5311, Ohio Revised Code; and

WHEREAS, Grantor desires and intends that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the Condominium Property shall at all times enjoy the benefits of, and shall hold their interest therein subject to the rights, easements, privileges and restrictions hereinafter set forth in this Declaration and in the Bylaws of Commodore Island on Marblehead Condominium Association, Inc. (a non-for-profit corporation organized under the laws of the State of Ohio, which was incorporated on March 28, 1995), or otherwise duly and properly recorded, all of which are declared to be in furtherance of a plan to promote and protect the harmonious, congenial and cooperative aspects of ownership and to facilitate the proper administration of the Condominium Property, and are established for the purpose of enhancing the value and attractiveness of the Condominium Property; and

WHEREAS, Grantor is desirous of establishing for the mutual benefit of all owners, mortgagees, occupants or other persons hereafter acquiring any interest in the Condominium Property or any part thereof,

which shall be known as Commodore Island on Marblehead Condominium (hereinafter sometimes called "the Condominium") certain easements and rights in, over and upon such Condominium Property and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof; and

WHEREAS, Grantor expressly reserves the option to expand the Condominium Property to include the land legally described in Exhibit "B" attached hereto and incorporated herein by reference (including such buildings, improvements and structures which may eventually be erected on said land), in accordance with the provisions of Article XV herein and Sections 5311.05 and 5311.051 of the Ohio Revised Code;

NOW, THEREFORE, Grantor, as the owner of the Condominium Property, hereby makes the following declarations as to the divisions, covenants, restrictions, limitations, conditions and uses to which the Condominium Property may be put, including the possible expansion of the Condominium Property, and all of which shall be binding on Grantor, its successors and assigns, and all transferees, owners, mortgagees, occupants or other persons hereafter acquiring any interest in all or any part of the Condominium Property, together with their respective grantees, heirs, executors, administrators, other legal representatives, devisees, successors or assigns.

DEFINITIONS

The terms used in this Declaration and in the Bylaws (Code of Regulations), which are attached hereto and included herein as Exhibit "C", shall have the following meanings:

A. "Additional Property" or "Expansion Property" means the land legally described in Exhibit "B" attached hereto

B. "Board of Trustees" or "Board of Managers" or "Board" means those persons provided for under Article VII, Paragraph D, pursuant to Section 5311.08, Ohio Revised Code.

C. "Condominium" and "Commodore Island on Marblehead Condominium" means the condominium regime for the condominium property created under and pursuant to Chapter 5311 of the Ohio Revised Code.

D. "Condominium Property" means the land legally described in Exhibit "A" above, and all buildings, improvements, and structures on the land, all easements, rights, and appurtenances belonging to the land, and all articles of personal property submitted to the provisions of Chapter 5311 of the Revised Code.

E. "Common Areas and Facilities" include, unless otherwise provided in this Declaration, all parts of the Condominium Property other than units or family units or limited common areas, as more fully set

forth in Article II, Paragraph B, of this Declaration.

F. "Common Expenses" means and includes without limiting the generality thereof:

1. Expenses of administration, maintenance, repair or replacement of the common areas and facilities, except as otherwise provided herein.
2. Expenses agreed upon as common expenses by the unit owners' Association.
3. Expenses declared common expenses by the provisions of this Declaration, the Bylaws, or the Rules and Regulations of the Association.
4. Premiums for insurance policies, required to be purchased by the Association pursuant to this Declaration or Bylaws of the Association.
5. Those expenses for which the Association is responsible pursuant to this Declaration, the Bylaws of the Association or under the Ohio Condominium Act.

G. "Common Assessments" means assessments charged proportionately against all units for common purposes.

H. "Common Surplus" means the amount by which common assessments collected during any period exceed common expenses.

I. "Common Profits" means the amount by which the total income received from assessments charged for special benefits to specific units, rents received from rentals of equipment or space in common areas, and any other fee, charge or income other than common assessments exceeds expenses allocable to the income rental, fee or charge.

J. "Common Losses" means the amount by which the common expenses during any period of time exceeds common assessments and common profits during that period.

K. "Condominium Ownership Interest" means a fee simple estate in a unit, together with an appurtenant undivided interest in the common areas and facilities, except as otherwise provided in this Declaration.

L. "Declaration" means this instrument by which the property is submitted to the provisions of Chapter 5311 of the Revised Code and any and all amendments to this Declaration.

M. "Limited Common Areas and Facilities" means the common areas and facilities designated in this Declaration as reserved for use of a certain unit or units to the exclusion of the other units, which includes, but is not limited to patios, decks and driveway areas. Except as otherwise provided in this Declaration, expenses attributable to each limited common area shall be considered the responsibility of the

unit owner or owners using that limited common area.

N. "Majority of Owners" means the owners of more than fifty percent (50%) of the aggregate percentage interest assembled at a duly called meeting of the owners, which percentage shall be considered sufficient to adopt or reject any matter upon which the vote of the unit owners is required or desired, unless a different percentage is specifically provided for by law, this Declaration, or the Bylaws. Any specified percentage of owners means owners of such number of percentage interest in the aggregate.

O. "Managing Agent" means a professional managing agent employed by the Association or Developer during its period of control, to perform such duties and services as the Association's Board of Trustees or Developer shall authorize by contract in conformity with this Declaration and Bylaws.

P. "Owner" or "Unit owner" or "Family Unit owner" means any person, corporation, partnership, association, trust or other legal entity, or any combination thereof, which owns a condominium ownership interest in a unit.

Q. "Percentage Interest" means the percentage interest of each unit in the common areas and facilities as set forth in Article III, Paragraph B. 3. of this Declaration.

R. "Rules and Regulations" means those rules and regulations adopted from time to time by the Unit owners Association or its Board of Trustees (Board of Managers) that are deemed necessary for the enjoyment of the Condominium Property provided they are not in conflict with any statutes, this Declaration, the Articles of Incorporation of the Association, or the Bylaws of the Association.

S. "Unit" or "Family Unit" means a part of the Condominium Property consisting of one or more rooms of a building and designated as a unit in this Declaration and delineated as such on the Drawings attached hereto as Exhibit D and incorporated herein by reference.

T. "Unit owners Association" or "Association" means the organization of all owners of units in the Condominium Property that administers the Condominium Property and shall be known as Commodore Island on Marblehead Condominium Association, Inc., herein referred to as the "Association", and which has been incorporated under the laws of the State of Ohio, Chapter 1702 of the Ohio Revised Code as a not-for-profit corporation.

ARTICLE I. SUBMISSION OF PROPERTY TO CONDOMINIUM OWNERSHIP

Grantor hereby submits the Condominium Property to the provisions of Chapter 5311 of the Ohio Revised Code in order to create a condominium ownership plan. The units of the condominium are designated as Unit Numbers 100, 101, 103, 104, 105, 107, 108, 109, 111, 112, 113, 117, 121, 125, and 129, respectively,

592, 594, 596, 598

4

619, 612, 613, 620

600, 606, 607, 608, 609, 610, 611

percentage interest assembled at a duly called meeting of the owners, which percentage shall be considered sufficient to adopt or reject any matter upon which the vote of the unit owners is required or desired, unless a different percentage is specifically provided for by law, this Declaration, or the Bylaws. Any specified percentage of owners means owners of such number of percentage interest in the aggregate.

O. "Managing Agent" means a professional managing agent employed by the Association or Developer during its period of control, to perform such duties and services as the Association's Board of Trustees or Developer shall authorize by contract in conformity with this Declaration and Bylaws.

P. "Owner" or "Unit owner" or "Family Unit owner" means any person, corporation, partnership, association, trust or other legal entity, or any combination thereof, which owns a condominium ownership interest in a unit.

Q. "Percentage Interest" means the percentage interest of each unit in the common areas and facilities as set forth in Article III, Paragraph B. 3. of this Declaration.

R. "Rules and Regulations" means those rules and regulations adopted from time to time by the Unit owners Association or its Board of Trustees (Board of Managers) that are deemed necessary for the enjoyment of the Condominium Property provided they are not in conflict with any statutes, this Declaration, the Articles of Incorporation of the Association, or the Bylaws of the Association.

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592, 594, 596, 598 4, 614, 616, 618, 620

600, 602, 604, 606, 608, 610, 612

as shown on Exhibit D. There are three (3) buildings, which are composed of fifteen (15) units. These units were originally constructed in 1986 on Commodore Island along the Maumee River in the City of Toledo, Ohio. In the fall of 1994 all three (3) buildings were moved to their present location in Danbury Township, Ottawa County, Ohio. Diagrams, dimensions and floor plans for each of the fifteen (15) units are included in the Drawings on Exhibit D. All units are constructed of wood, glass, concrete, concrete block, brick and drywall.

Patios, decks and driveway areas, which are part of the limited common area for each respective unit, are depicted on the Drawings on Exhibit D. Each unit has immediate access to a common area not occupied by a building. Each unit and unit owner, as well as the entire Condominium Property, has and shall have the non-exclusive right and easement to use North Monument View Drive, a private roadway which provides access for ingress and egress to and from North Shore Boulevard, which private roadway is designated as part of the common areas and facilities.

A set of Drawings is attached hereto, incorporated herein and made a part hereof by reference, marked Exhibit D consisting of 21 pages, bearing the certified statements of an Ohio Registered Surveyor, certifying that the Drawings accurately show the buildings and units as located.

ARTICLE II. CLASSIFICATION AND DIVISION OF CONDOMINIUM PROPERTY

A. Family Units. Each of the fifteen (15) family units hereinbefore declared and established as a fee simple estate shall consist of all the space, both main floor and basement, bounded by the undecorated interior surfaces of the perimeter walls, floors and ceilings of each such family unit, projected, if necessary, by reason of structural divisions such as interior walls and other partitions, including windows, screens, and doors in the perimeter walls, floors and ceilings, the dimensions, layouts and description of each such family unit being shown on the Drawings attached hereto as Exhibit D and incorporated herein, and including, without limitation:

1. The decorated surfaces, including any paneling, paint, lacquer, varnish, wallpaper, tile and any other finishing material applied to said perimeter walls, floors and ceilings, and also the aforesaid finishing or refinishing material applied to the interior walls, floors and ceilings.
2. All windows, sashes and doors, including door frames, in the interior and perimeter walls, floors and ceilings, and the space occupied thereby.
3. The space within all fixtures located within the bounds of a family unit and the space occupied by the fixtures themselves.
4. All unenclosed space, if any, within or occupied by structural parts of the building which may project into the family unit, as defined above, from the unfinished perimeter floor level to the unfinished

perimeter ceiling level, and including by way of illustration, the space within built-in cabinets, if any, and the hearths lying within fireplaces, if any, and the space lying between the perimeter walls of any skylight opening excluding the skylight itself, and excluding all portions of roofing and flashing attached thereto.

5. All space between interior walls, floors and ceilings, including the space occupied by structural and component parts of the building and by utility pipes, wires and conduits; but excepting therefrom all the following items located within the bounds of the family unit as defined above:

- (a) The structural and component parts of all interior walls, floors and ceilings, except the decorated surfaces thereof;
- (b) All vent covers, grills, plate covers and other coverings of space affixed to interior and perimeter walls, floors and ceilings, which are hereby defined as parts of said walls, floors and ceilings;
- (c) All fixtures located wholly or partly within the family unit, and all control knobs, switches and thermostats affixed to or projecting from the interior and perimeter walls, floors and ceilings;
- (d) All structural portions of the building, lying within the bounds of the family unit as above defined;
- (e) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, plugs and outlets lying within the bounds of a family unit as above defined;
- (f) Any supporting walls, fixtures and other parts of the building not otherwise contained in the exceptions (a) through (e) above inclusive which are within the boundaries of the unit but which are necessary for the existence, support, maintenance, safety or comfort of any other part of the condominium property.

B. Common Areas and Facilities.

1(a). Description of Common Areas and Facilities. Excepting limited common areas defined below, the entire balance of the Condominium Property and including, but not limited to, all foundations, roofs, main and supporting walls, exterior parking spaces not assigned to specific units, driveways, master television tower, if any, and equipment appurtenant thereto, trees, lawns, gardens, pavement, wires, conduits, utility lines and ducts now or hereafter situated on the Condominium Property, and the private roadway known as North Monument View Drive, are hereby declared and established as the common areas and facilities. Specifically,

but not by way of limitation, all electric fixtures, utility pipes and lines, faucets, shower heads, plugs, connections, or fixtures as defined by the laws of the State of Ohio and all replacements thereof shall be part of the common areas and facilities. Developer expressly reserves the right to (but shall not be obligated to) add a swimming pool and/or other recreational facilities and amenities to the Condominium Property as part of the common areas and facilities of the development.

1(b). Description of Limited Common Areas and Facilities. Included in the common areas and facilities, but restricted to the use of the owners of the units to which such areas are appurtenant, are all fixtures located in whole or in part within the boundaries of the individual family units and intended for the service of such family units.

Also included in the limited common areas and facilities are the patio, deck and driveway area assigned to each unit as described, located and shown on the Drawings in Exhibit D, the use of which is limited to that of the owners to which such areas are appurtenant.

2. Use of Common Areas and Facilities. As a tenant in common with all other such owners, each owner of a family unit shall own an equal undivided interest in the common areas and facilities (including limited common areas) and, except as otherwise limited in this Declaration and in the Bylaws, shall have the right to use the common areas and facilities for all purposes incidental to the use and occupancy of his family unit as a place of residence, and such other incidental uses permitted by this Declaration, the Bylaws, and the Association's administrative Rules and Regulations, including the nonexclusive easement, together with other family unit owners, to the use and enjoyment of the common areas and facilities and of ingress and egress to and from the respective family units, which rights shall be appurtenant to and shall run with his family unit. The extent of such ownership in the common areas and facilities is hereby deemed and expressed by the percentage interest immediately hereinafter set forth.

3. Ownership of Common Areas and Facilities. The percentage of ownership of the common areas and facilities attributable to the ownership interest in each family unit, together with the percentage of interest in the Association for voting purposes and for the division of common profits and surplus and common expenses, assessments and losses, shall be equal for each of the fifteen (15) units. In the event that the Condominium Property is expanded, each additional unit shall also have an equal ownership interest with all the other unit owners and shall have one (1) equal vote.

4. Partition. There shall be no partition of the common areas and facilities through judicial proceedings or otherwise until this Declaration is terminated and the Condominium Property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if

any family unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such family unit ownership as between such co-owners.

5. Administration of Common Areas and Facilities.

(A) Rules and Regulations by Association. No person shall use the common areas and facilities or any part thereof in any manner contrary to or not in accordance with such Rules and Regulations pertaining thereto as from time to time may be adopted by the Association or its Board. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right, but not the obligation, to promulgate administrative Rules and Regulations limiting the use of the common areas and facilities to members of the Association and their respective families, guests and invitees, as well as to provide for the exclusive use by a family unit owner and his guests, for specific occasions, of the recreational areas, if any, or other similar facilities. Such use may be conditioned upon, among other things, the payment by the family unit owner of such charge or fee as may be established by the Association for the purpose of defraying the costs thereof.

(B) Management, Maintenance, Repairs, Alterations and Improvements. Except as otherwise specifically provided herein, management, operation, repair, alteration and improvement of the common areas and facilities shall be the responsibility of the Association. The Association through its Board or the Developer during the Developer's period of control, may delegate all or any portion of its authority to discharge such responsibility to a manager or managing agent. Such delegation may be evidenced by a management contract which shall provide for reasonable compensation of the manager or managing agent, or employees of such managing agent, which compensation shall be considered a common expense.

(C) Use of Common Areas and Facilities. Subject to the administrative Rules and Regulations from time to time promulgated by the Association through its Board, all owners may use the common areas and facilities in such manner as will not restrict or interfere with the use thereof by the other owners.

ARTICLE III. GENERAL PROVISIONS AS TO FAMILY UNITS
AND COMMON AREAS AND FACILITIES

A. Maintenance of Family Units.

1. By the Association. The Association, at its expense, shall be responsible for the maintenance, operation, repair and replacement of all the common areas and facilities, including, but not by way of limitation, roofs, exterior chimneys, exterior painting, driveways, master television tower or cable television service, if any, and equipment appurtenant thereto, foundation sump pumps, alcoves, walkways and all exterior parking spaces; provided, however, that the Association shall not be responsible for the maintenance, operation, repair and replacement of common areas and facilities located solely within a family unit except where such common areas and facilities are also necessary for the existence, support, maintenance, safety, comfort, use or enjoyment of any other part of the Condominium Property. Each unit owner shall be responsible for maintenance, operation, repair and replacement of all portions of his family unit, as defined herein, and shall be responsible for the common areas and facilities located solely within his unit, except where such common areas and facilities are also necessary for the existence, support, maintenance, safety, comfort, use or enjoyment of any other part of the Condominium Property. Alterations or repairs may be made to any portion of a family unit, if in the opinion of the Board, it is necessary to public safety or in order to prevent damage to or destruction of any part of the Condominium Property. The expense thereof shall be paid by the family unit owner, if such expense was initially the responsibility of the unit owner. Any person who does work or labor upon or furnishes machinery, material or fuel for the alteration or repair of any unit without consent or authorization of the owner, part owner or lessee of an interest in such family unit, is nevertheless entitled to a lien to secure payment therefor on the estate or interest in such family unit or the owner thereof, pursuant to applicable sections of the Ohio Revised Code, if such alteration or repair has been duly authorized or directed by the Board and has been necessary in the opinion of the Board of Trustees of the Association and has been necessary in the opinion of the Board for public safety or in order to prevent damage to or destruction of any other part of the condominium property.

2. Family Unit owner. More specifically, the responsibility of each family unit owner shall be as follows:

- (A) To maintain, repair and replace at his expense all portions of his family unit, and all internal or external installations of such family unit such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the family unit boundaries.
- (B) To maintain and repair all patios, windows, doors, air conditioning units, utility meters appurtenant to such unit, and all associated structures and fixtures therein, or which are limited common areas appurtenant to his family unit for which the Association is not responsible by