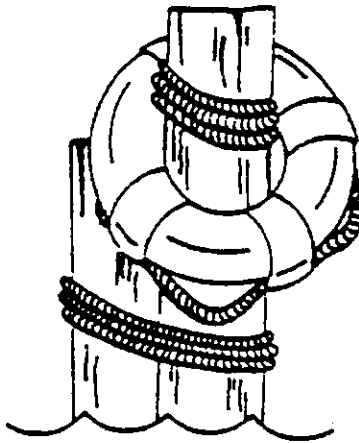


**WEST HARBOR LANDING  
BOATAMINIUM  
A MARINE CONDOMINIUM.**



WEST HARBOR LANDING BOATAMINIUM, A MARINA CONDOMINIUM

DEVELOPMENT STATEMENT

We are pleased to provide to you, a prospective purchaser of a fee simple ownership of a Unit in West Harbor Landing Boataminium the following information:

A. IDENTIFICATIONS

1. Name and Address of the Boataminium

West Harbor Landing Boataminium  
1600 N. Buck Road  
Lakeside-Marblehead, Ohio 43440

2. Name, Address and Telephone Number of  
the Declarants/Sellers

Buck Point Limited Partnership, A Limited Partnership  
200 Lakeshore Drive  
Port Clinton, OH 43452  
419-734-5397

B. GENERAL NARRATIVE DESCRIPTION OF THE DEVELOPMENT

1. Total Number of Water Slip Units

This Boataminium contains 50 Units together with 51 appurtenant Limited Common Areas. One of the 50 Units has two Limited Common Areas and shall be deeded to West Harbor Group, Inc. as Corporation Property to be used in common with this condominium as well as others.

2. Description

West Harbor Landing Boataminium is a marine condominium constructed new within the last two years and submitted to the Ohio Revised Code Condominium Act Chapter 5311. As such the Unit is the boat slip and the appurtenant Limited Common Area is where the Unit owner shall place his manufactured home both of which areas are designated on drawings required by the Act.

The manufactured homes must have a title and must remain personal property. The titles cannot be converted in the county auditor's office to real estate. As a condominium each owner acquires title to his unit subject to the Declaration, By-Laws, Drawings and all other instruments affecting title.

This development is and must remain a licensed manufactured home park and marina and all applicable rules and

regulations of the applicable governmental regulations must be followed.

The development is serviced by public sewers, phone, electric and cablevision. The water system and certain common elements which are common to this development plus additional developments are either owned or managed by West Harbor Group, Inc., an Ohio non-profit corporation, for the benefit of this condominium together with surrounding developments. Each Unit Owner is a member of West Harbor Group, Inc. Further this is an expandible condominium as defined in the Ohio Revised Code. As such additional units and appertenant Limited Common Areas may be added to and be a part of this condominium in the future.

3. Precise statement of the nature of the condominium ownership interest that is being offered.

Propective purchasers are being offered fee-simple interests in the individual boat slip Units, which includes that Unit's undivided interest in the common areas and facilities, and which also includes that Unit's interest in an appurtenant Limited Common Area upon which to place a manufactured home subject only to conditions, restrictions and easements of record including the restrictions on the "Corporate Property", and the lien of real estate taxes not yet due and payable.

4. Site Plan or Other Approvals

A site plan of the premises is included in the drawings filed with the Declaration. All approvals have been obtained for what currently exists.

5. Compliance of Notice of Failure to Comply with Any Other Federal, State, or Local Statutes or Regulations Affecting the Development

To the best of Declarant's knowledge, there is compliance with and the Declarant has not received notice of failure to comply with any other federal, state, or local statutes or regulations affecting manufactured home parks.

C. GENERAL DISCLOSURE OF THE STATUS OF

1. Construction. Initial construction of the park was started approximately 2 years ago. The channel and docks were completed approximately one year ago.

2. Zoning. The premises are a legal conditional use in an R-3 district.

3. Actual or scheduled dates of completion of Building, Recreation Facilities, and other Common Areas and Facilities. All buildings, docks, recreation facilities and other Common Areas and facilities being sold are completed.

D. SIGNIFICANT TERMS OF ANY FINANCING OFFERED BY OR THROUGH THE DECLARANT

There may be financing offered by or through the Declarant.

E. TWO-YEAR PROJECTION OF ANNUAL EXPENDITURES NECESSARY TO OPERATE AND MAINTAIN THE COMMON AREAS AND FACILITIES OF THE CONDOMINIUM

1. Over-all Projection-West Harbor Cove Boataminium

<u>Operating Expenses</u>	<u>First Year Cost</u>	<u>Second Year Cost</u>
a. Permits and licenses	\$ 200.00	\$ 210.00
b. Insurance	5,000.00	5,250.00
c. Legal & accounting	500.00	525.00
d. Trash pickup	2,000.00	2,100.00
e. Ohio Edison	500.00	525.00
f. Road maintenance	1,000.00	1,050.00
g. Lawn maintenance	1,000.00	1,050.00
h. Public sewer charge	11,074.00	11,627.70
i. Snow Removal	1,000.00	1,050.00
j. Sewer & water line repairs	2,000.00	2,100.00
k. Docks - in and out	1,500.00	1,575.00
l. Dock repairs	1,000.00	1,050.00
m. Misc. Expenses	1,000.00	1,050.00
n. Corporate property expense	8,820.00	9,261.00
o. Management fee	7,350.00	7,717.50
<u>TOTAL ANNUAL EXPENDITURES</u>	<u>\$43,944.00</u>	<u>\$ 46,141.20</u>

Since all Units have been assigned a par value of one the monthly assessment is determined by dividing the total budget by 12 months and by 49 Units equals \$75.00 per month per unit.

2. Assumptions and Bases of the Projection

- a. All projections have been established by the Declarant who owned this park. The figures are the actual costs.
- b. Corporate Property Expense. The cost projections to run the corporate not only for this condominium but the other surrounding areas to be developed are as follows:

1) Common Area:

Streets maintenance and snow removal		\$ 4,000.00
Swimming pool:		
telephone	\$ 600.00	
supplies & chemicals	\$1,000.00	
prepare & winterize	\$1,000.00	
supervision	\$ 600.00	
repairs/cleaning	<u>\$ 500.00</u>	
		\$ 3,700.00
Channel - rip rap		\$ 2,000.00
Maintenance of public grounds		
shrubs, flowers, lawn mowing, etc.		\$ 7,000.00
Management fees		\$ 5,000.00
Accounting		<u>\$ 5,000.00</u>
Total Common Area		\$26,700.00

Calculation of Number of Users of Corporate Property Common Areas:

<u>Name</u>	<u>Unit</u>	<u>Percent</u>	<u>Amount</u>
West Harbor Cove & Marina	100	22%	\$ 5,874.00
West Harbor Landing MHP	187	41%	\$10,947.00
West Harbor Landing Sub.	31	9%	\$ 2,403.00
Charter Captains Marina	<u>128</u>	<u>28%</u>	<u>\$ 7,476.00</u>
Totals	446	100%	\$26,700.00

Therefore \$26,700 divided by 446 equals approximately \$60.00 per year per unit owned or \$5.00 per month per unit.

2) Water Plant:

Water building maintenance:		
supplies	\$5,000.00	
heat/electric	<u>\$5,800.00</u>	
		\$10,800.00
Water fees paid to County for backwash to sewer		\$10,000.00
Water tests - EPA		\$ 6,000.00
Water employees:		
contract for supervisory	\$7,200.00	
monthly caretaker	<u>\$7,000.00</u>	
		\$14,200.00
Repairs to water building		\$ 3,000.00
Water reserve for repairs		<u>\$ 7,000.00</u>
Total for water		\$51,000.00

Number of Water Plant Users:

West Harbor Cove & Marina	100 units
West Harbor Landing Mobile Home Park	187 units
West Harbor Landing Subdivision	31 units
Charter Captains Marina	<u>128 units</u>
Total units	446

Water Plant Per Unit Usage: \$51,000.00 divided by 446 is approximately equal to \$115.00 per year or \$10.00 per month.

Calculation for Water Plant Usage:

West Harbor Cove & Marina:	
100 units X \$115.00	\$11,500.00
West Harbor Landing MHP:	
187 units X \$115.00	\$21,505.00
West Harbor Landing Subdivision:	
31 units X \$115.00	\$ 3,565.00
Charter Captains Marina:	
128 units X \$115.00	\$14,720.00

Therefore the Corporate Property expense shown hereinbefore at E.l.m. equals \$15 per month times 49 Units times 12 months equals \$8,820.00 per year for the boataminium.

- c. The Declarant has agreed to pay its portion of the corporation property expense based upon the above calculations for all units which are either not sold or not developed.

F. SIGNIFICANT PROVISIONS FOR MANAGEMENT OF THE ASSOCIATION

1. Conditions for the Formation of an Association  
The Association will be created at the time of creation of the condominium.
2. Apportionment of Voting Rights Among Members of the Association  
The Owner of each Water Slip Unit shall be entitled to vote the undivided fractional interest in the common area.
3. Contractural Rights and Responsibilities of the Association  
The association anticipates entering into a one year management agreement and the above estimates contain an allowance therefore.
4. The Condominium Instruments are Binding Legal Documents. They May be Altered or Amended by the Association Only in the Following Manner.  
Amendment of the Declaration, Drawings, By-Laws, or Articles of Incorporation requires the consent of Water

Slip Unit Owner's exercising not less than 75% of the voting power of Water Slip Unit Owners.

G. REQUIREMENT FOR THE ESTABLISHMENT OF A RESERVE FUND TO FINANCE THE COST OF REPAIR OR REPLACEMENT OF THE COMPONENTS OF THE COMMON AREAS

The association shall set its own requirements.

H. SIGNIFICANT TERMS OF ANY ENCUMBRANCES, EASEMENTS, LIENS, AND MATTERS OF TITLE AFFECTING THE PARK DEVELOPMENT

The premises are subject to easements for utilities.

Real Estate Taxes which are not yet due and payable are a lien upon the premises.

There is a mortgage lien upon the premises which will be released on a per Water Slip Unit basis as each Water Slip Unit is closed.

The Condominium Declaration and By-Laws of the Unit Owners Association, also affects the title to a Unit, and any Unit Owner acquiring title to a Unit takes such title subject to the rights and obligations granted and imposed by such instruments particularly ARTICLE XVIII, TITLE EXCEPTIONS, page 30 of the Declaration.

I. PRESENT LITIGATION CONCERNING THE DEVELOPMENT

There is no litigation currently in progress concerning this development.

J. STRUCTURAL ELEMENTS AND MECHANICAL AND SUPPORTING SYSTEMS

The following is a report regarding the age, conditions, and the Declarant's opinion of the remaining useful life of the structural elements and mechanical and supporting systems, together with the Declarant's estimate of repair and replacement costs projected for five years:

<u>1. Mechanical Systems</u>	<u>Age/Years</u>	<u>Condition</u>	<u>Approximate Remaining Useful Life</u>
a. Public Sewage Treatment	1	Excellent	20 years
b. Water Treatment for common wells	2	Excellent	20-30 years
c. Water lines	1	Excellent	20-30 years
d. Private Sewer Lines	2	Excellent	30 years
e. Floating Docks	2	Excellent	15 years
f. Cantelever Docks	1	Excellent	20 years

Estimate of repair and replacement costs projected for five years:

<u>1. Mechanical Systems</u>	<u>Year of Operation</u>				
	<u>First</u>	<u>Second</u>	<u>Third</u>	<u>Fourth</u>	<u>Fifth</u>
a. Water Lines	1500	1575	1654	1736	1823
b. Sewer Lines	1500	1575	1654	1736	1823

K. STATEMENT OF THE PURCHASER'S RIGHTS

Attached hereto, marked as "Attachment 1" and made a part hereof, is a statement, in 20-point bold face type, as required by Section 5311.26 (J) of the Condominium Act, of the purchaser's right to review the condominium instruments, to void the contract, any conditions for the return of deposits, and a statement of the rights of the purchasers under Section 5311.27 of the Condominium Act.

L. DESCRIPTION OF WARRANTIES

1. Units

Each purchaser has a limited warranty covering the full cost of labor and materials for any repair or replacement of structural, mechanical, and other elements pertaining to each Unit, occasioned or necessitated by defects in material or workmanship, that arise within a period of one year from the date the deed to that Unit is filed for record.

2. Common Areas and Facilities

Each purchaser has a limited warranty covering the full cost of labor and materials for any repair or replacement of structural components, and mechanical, electrical, plumbing, and common service elements serving the Con-



dominium 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.

3. Extended Warranties

The Declarant shall assign to the purchasers any warranties made to the Declarant that exceed the time periods specified herein with respect to any such warranties.

4. Limitations

a. No responsibility is assumed for damage from any cause, whatsoever, other than to repair or replace, at the Declarant's cost, property damaged by reason of the breach of the Declarant of any warranty given to the purchasers.

b. No responsibility is assumed for consequential or incidental damages, except to the extent, if any, not permitted to be excluded or limited by law.

c. Implied warranties, if any, are limited to one year from the date on which the Unit is deeded to a purchaser, except to the extent, if any, that limitation is not lawful.

d. These written warranties are the only express warranties given by the Declarant.

e. Any request for service must be sent in writing to the Declarant the address set forth in section A, above, or at such other address as the Declarant may designate, from time to time, in writing to you. 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 your request for service, and complete the same as soon as reasonably possible. All repairs and adjustments will be made Monday through Friday, 8 a.m. to 5 p.m.

5. Other Rights

This written limited warranty gives you specific legal rights and you may also have other legal rights under law.

M. REQUIREMENTS FOR ESCROW OF DEPOSITS

Any deposits or down payment made in connection with a sale will be held in Trust or Escrow until delivered at settlement or returned to or otherwise credited to the purchaser, or forfeited to the Declarant. If a deposit or down payment of \$2,000 or more is held for more than 90 days, interest at the rate of 4% per annum for any period exceeding ninety days shall be credited to the purchaser at settlement or upon return or other credit made to the purchaser, or added to any forfeiture to the Declarant.

Deposits and down payments held in Trust or Escrow shall not be subject to attachment by creditors of the Declarant or a purchaser.

N. RESTRAINTS ON THE FREE ALIENABILITY OF ALL OR ANY PART OF THE CONDOMINIUM DEVELOPMENT

There are no restraints in the Condominium instruments on the free alienability of all or any part of the Condominium development, except a first right of refusal which runs to the benefit of the Association.


O. SIGNIFICANT TERMS OF ANY ENCUMBRANCES, EASEMENTS, LIENS, AND MATTERS OF TITLE AFFECTING THE CONDOMINIUM DEVELOPMENT

The premises are subject to an easement over the channel to as Corporate Property for purposes of dredging the same for the common good. The premises are also subject to the Corporate Property, Declaration of Covenants, Conditions and Restrictions which are attached hereto.

The Condominium Declaration and By-Laws of the Unit Owners Association, also affects the title to a Unit and any Unit Owner acquiring title to a Unit takes such title subject to the rights and obligations granted and imposed by such instruments.

BUCK POINT LIMITED PARTNERSHIP,  
A LIMITED PARTNERSHIP

  
Robert R. McCallen

  
Ronald E. Daymude

## ATTACHMENT 1

Provided Pursuant to §5311.26 (J) of the Ohio Revised Code.

1. Right to Review Condominium Instruments. The Purchaser has the right to review the condominium instruments and should review them prior to entering into a contract for the purchase of a unit.

2. Purchaser's Right to Void the Contract. In the event that a contract for the purchase of a unit is executed in violation of Sections 5311.25 or 5311.26 of the Ohio Revised Code, (setting forth certain requirements to be complied with and disclosures to be made by the Declarant), the contract shall be voidable by the Purchaser for a period of 15 days after the later to occur of the following dates:

A. The date of the execution by both the Purchaser and the Declarant of the purchase contract; and

B. The date upon which the Purchaser executes a document evidencing receipt of the information required by Section 5311.26 of the Ohio Revised Code.

Upon exercise of a Purchaser's right to void the contract, the Declarant or his agent shall refund fully and promptly to the Purchaser any deposit or other prepaid fee or item and any amount paid on the purchase price and shall pay all closing costs paid by the Purchaser or for which the Purchaser is liable in connection with the void sale.

3. Conditions for the Return of Deposits. A Purchaser who wishes to void his purchase contract because of a violation of Section 5311.25 or 5311.26 of the Ohio Revised Code and obtain a return of his deposit, must notify the Declarant in writing prior to the expiration of the previously mentioned 15-day period. There are no other conditions under the purchase contract for the return of the Purchaser's deposit except where a contract contingency, if any, is not met, and the contract requires the return of the deposit.

4. Rights of Purchasers under Section 5311.27.

A. In addition to any other remedy available, a purchaser has the rights described in paragraph numbered 2 of this attachment with regard to voiding the purchase contract.

B. Any declarant or agent who sells a condominium unit in violation of Section 5311.25 or 5311.26 of the Ohio Revised Code shall be liable to the purchaser in an amount equal to the difference between the amount paid for the unit and the least of the following amounts:

1. The fair market value of the unit as of the time the suit is brought;
2. The price at which the unit is disposed of in a bona fide market transaction before suit; and
3. The price at which the unit is disposed of after suit in a bona fide market transaction, but before judgment. In no case shall the amount recoverable under this division be less than the sum of \$500 for each violation against each purchaser bringing an action under this division, together with court costs and reasonable attorneys' fees. If the purchaser complaining of the such violation has brought or maintained an action he knew to be groundless or in bad faith and the declarant or agent prevails, the court shall award reasonable attorneys' fees to the declarant or agent.

C. Subsection 5311.27 (C) of the Ohio Revised Code permits the attorney general to pursue certain remedies under certain circumstances which, if successful, could benefit the purchasers or prospective purchasers of units in the condominium.

REAL ESTATE PURCHASE AGREEMENT

FOR

WEST HARBOR LANDING BOATAMINIUM  
A MARINE CONDOMINIUM

THIS AGREEMENT is made by BUCK POINT LIMITED PARTNERSHIP, A LIMITED PARTNERSHIP, (hereinafter "Seller"), and \_\_\_\_\_, (hereinafter "Buyer", whether one or more than one).

1. AGREEMENT AND PREMISES. Seller hereby agrees to sell and convey and Buyer hereby agrees to purchase and pay for, on the terms and conditions hereinafter set forth, the fee simple title to a certain condominium unit together with its appurtenant limited common area situated in the Township of Danbury, County of Ottawa, and State of Ohio, and bounded and described as follows:

Being Unit No. \_\_\_\_\_, with appurtenant Limited Common Area No. \_\_\_\_\_, West Harbor Landing Boataminium, A Marine Condominium, as the same is numbered, designated, delineated and described in the Declaration and on the Drawings thereof, of record, respectively, in Official Records, Volume 366, starting at Page 209, and Plat Book 31, at Pages 22 through 22K, Recorder's Office, Ottawa County, Ohio. Said Unit is hereinafter called "Premises".

2. PURCHASE PRICE AND DEPOSIT

Purchase Price (Unit) .....	\$ _____
Earnest Money Deposited .....	\$ _____
Additional Deposit .....	\$ _____
Balance Due at Closing .....	\$ _____
Mortgage Amount .....	\$ _____

Buyer has deposited with Seller an Earnest Money Deposit of \$ \_\_\_\_\_, receipt of which is hereby acknowledged. If this agreement is not accepted by Seller within seven (7) days of Buyer's signature, said deposit shall be promptly returned to Buyer.

Buyer shall, within five (5) working days from receiving notification that this offer has been accepted by Seller, make application at a financial institution of his choice for the financing of this sale, if financing is required.

The Buyer's loan shall be closed within (20) days of the bank's approval of the loan and notice from Seller to close or if this sale is not subject to financing it shall be closed within (20) days of acceptance of this offer by Seller. In all conditions this contract shall be closed on or before \_\_\_\_\_ or it shall be null and void except if the Buyer fails or refuses to perform any obligation under this contract.

3. DEED. At the closing, Seller shall execute and deliver to Buyer a General Warranty Deed, conveying to Buyer fee simple title to the Premises, subject to the following exceptions;

- a) Real estate taxes and assessments which are a lien but are not then due and payable;
- b) Zoning laws and regulations;
- c) Streets and highways;
- d) Easements of record;
- e) Rights-of-way, covenants, conditions and restrictions of record, if any, which do not unreasonably interfere with Buyer's intended use of the Premises for residential purposes;
- f) Acts done or suffered by Buyer;
- g) The provisions of Chapter 5311 of the Revised Code of Ohio (the Ohio Condominium Law) and the terms and provisions of the Declaration for West Harbor Landing Boataminium, a Marine Condominium. The Articles of Incorporation and the By-Laws of West Harbor Landing Boataminium Association, and the administrative rules and regulations adopted pursuant thereto, as any of the same may be lawfully amended from time to time; and
- h) Liens, encumbrances and other matters which the title insurer will insure over. Merchantability of title shall be determined in accordance with the Standards of Title Examination adopted by the Ohio State Bar Association.
- i) Matters specified in the Declaration, Article XVIII, Title Exceptions.
- j) Deed and Declaration of Covenants, Conditions and Restrictions; Articles of Incorporation; Regulations and By-Laws for West Harbor Group, Inc., an Ohio Non-Profit Corp. which operates a water plant as well as other common facilities for this condominium plus other developments.

4. OWNERS TITLE INSURANCE. As evidence of title to the Premises, Seller, at its sole cost and expense, shall furnish to Buyer:

- a) A commitment for an Owners Title Insurance Policy in the amount of the purchase price of Unit, which commitment shall have an effective date of not more than ten (10) days prior to the date of closing of the subject transaction, and
- b) Following the completion of the Unit and recording of the deed and mortgage, an owner's title insurance policy on a standard ALTA form in the amount of the purchase price of the Unit shall be issued. Said title insurance policy shall insure in Buyer a good and merchantible fee simple title to the Premises, free and clear from all defects, liens and encumbrances, except for those matters to be excepted in said deed (see Section 4 herein) and the standard exceptions contained in such policies. If the commitment for said title insurance policy shows a defect, lien or encumbrance other than the standard exceptions and those to be excepted in the deed (Section 4), Seller shall have a reasonable time within which to remedy or remove the same. Buyer shall pay any additional title insurance cost or premiums incurred in the issuance of mortgagee's title insurance for the protection of Buyer's lender, if any.

5. TAXES, ASSESSMENTS, CONVEYANCE FEES, RENT, SECURITY DEPOSIT AND CONDOMINIUM ASSESSMENTS. Taxes and assessments shall be prorated to the date of delivery of the deed for the subject premises. In prorating taxes and assessments the latest available rates and valuations shall be used. Seller shall pay all accrued utility bills to the date of delivery of the deed or date of vacating, whichever is later. In addition the Buyer shall pay the condominium assessments for six months in advance in the sum of \$\_\_\_\_\_.

6. DAMAGE OR DESTRUCTION. Risk of loss to the Premises from fire or other casualty shall be borne by Seller until Buyer takes possession of the Unit.

7. USE OF CONDOMINIUM PROPERTY BY SELLER. It is the intention of Seller to sell all Units of West Harbor Landing Boataminium. Buyer understands and agrees, however, that Seller may:

- a) Retain ownership of, mortgage and/or permit occupancy by other persons of one or more Units of West Harbor Landing Boataminium such rents and on such other terms and conditions as Seller and such other persons may agree;



- b) Use any unsold Units or other parts of the Condominium Property for any purpose related to promoting the sale of Units for conducting business activity incidental thereto, and
- c) Maintain signs, customer parking areas and sales offices on the condominium property. Seller further reserves the right on behalf of itself and its agents, employees, customers, licensees and invitees to cross over any part of the Common Areas or Limited Common Areas and facilities of the Condominium Property for purposes of access to and ingress or egress to and from any unsold Units.

8. MANAGEMENT OF THE CONDOMINIUM. The West Harbor Landing Boataminium Association, a non-profit corporation, is responsible for the management, operation and administration of the Condominium Property as a whole. Buyer understands and acknowledges that he automatically becomes a member of said Association upon closing the purchase of the Premises. Buyer further understands and agrees that the Board of Managers of said Association may enter into an agreement for the management, operation and administration of the Condominium Property by a professional management firm, which agreement shall be terminable by said Association for cause upon thirty (30) days written notice and by either party without cause upon ninety (90) days written notice, and shall not exceed one year in duration unless renewed by agreement of the parties thereto for successive one-year periods. If an agreement is consummated, responsibility for such management, operation and administration shall vest solely with said entity and Buyer agrees that Seller is not responsible, liable or accountable for the manager's performance thereunder.

9. CORPORATE PROPERTIES. By acceptance of a deed Buyer understands that he is a member of West Harbor Group, Inc. which is a non-profit corporation which holds title to or manages the pool, the water plant, the common planting areas and the channel for the benefit of this development as well as other development in the vicinity.

10. ESCROW FEE. If any shall be divided equally between the parties hereto.

11. FINANCING. This Agreement is made subject to the ability of Buyers to obtain a commitment for first mortgage financing at prevailing rates and terms within forty-five (45) banking days after the date of this Agreement. This contingency shall be satisfied if either the Buyer or the Seller arranges such financing for the Buyer within the period. The Buyer shall cooperate fully with the Seller and shall make whatever application, and take whatever reasonable steps are necessary or appropriate for the securing of such financing.

12. THIS DOCUMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES, NO REPRESENTATIONS, WARRANTIES, UNDERTAKINGS OR PROMISES RELATING TO THE PREMISES OR THE REMAINDER OF THE CONDOMINIUM PROPERTY, WHETHER ORAL, IMPLIED OR OTHERWISE, HAVE BEEN MADE BY SELLER OR ITS AGENTS WHICH HAVE NOT BEEN INCORPORATED HEREIN. ALL AMENDMENTS, SUPPLEMENTS OR RIDERS TO THIS AGREEMENT, IF ANY, SHALL BE IN WRITING, EXECUTED BY BOTH SELLER AND BUYER AND ATTACHED TO THIS AGREEMENT.

13. REQUIREMENTS FOR ESCROW OF DEPOSIT. Chapter 5311 of the Ohio Revised Code contains the following language: Any deposit or downpayment made in connection with the sale will be held in trust or escrow until delivered at settlement or returned to or otherwise credited to the purchaser, or forfeited to the Declarant, and that if a deposit or down payment of two thousand dollars or more is held for more than ninety days, interest at the rate of at least four per cent per annum for any period exceeding ninety days shall be credited to the purchaser at settlement or upon return or other credit made to the purchaser, or added to any forfeiture to the Declarant. Closing shall be on or before as stated in paragraph 2 hereof, if not, Buyer can request deposit returned and contract shall be null and void.

14. RIGHT OF ASSIGNMENT. Seller reserves the right to assign all or any part of its rights and interests under this Agreement to any person, firm or corporation, and in the event of such assignment, Seller shall be relieved of all responsibilities and liabilities incurred hereunder to the extent of the assignment. Buyer shall not assign this Agreement or any or all of his rights hereunder without prior written consent of Seller.

15. CAPTIONS. The captions and the titles of the various sections and paragraphs of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement or any provision hereof.

16. NOTICES. Any notice or demand required by this Agreement shall be made in writing and shall be deemed received on the day following the date on which such notice or demand is deposited in the United States mail, first class, postage prepaid, and addressed to Seller at P.O. Box 53, Lakeside-Marblehead, Ohio 43440, or the Buyer at the address set forth hereinafter or when said notice or demand is personally delivered to either party.

17. MISCELLANEOUS. Where pronouns are used in this Agreement, the singular shall also denote the plural, the masculine and feminine, as the number and gender that the antecedents(s) may require. Time is of the essence under this Agreement. All covenants and provisions of this Agreement shall survive the closing and shall not be merged with the title to the Premises conveyed by Seller to Buyer at the closing. This Agreement shall be construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement, on the dates set forth hereinafter.

SIGNED BY BUYER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 199\_\_.

\_\_\_\_\_  
Buyer

Accepted by Buck Point Limited Partnership, A Limited Partnership, this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

\_\_\_\_\_  
Buyer

BY: \_\_\_\_\_

\_\_\_\_\_  
Address

DEED TO BE TAKEN IN THE NAME OF (please print):  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Phone

BUYER'S ATTORNEY

SELLER shall pay a \_\_\_\_\_% commission at closing \_\_\_\_\_% to Lueth-Dunlap & Assoc. Inc. and \_\_\_\_\_% to \_\_\_\_\_ (if applicable)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address:

SALES REPRESENTATIVE acknowledges the receipt of earnest money in the sum of \$ \_\_\_\_\_  
\_\_\_\_\_

ACKNOWLEDGMENT OF RECEIPT OF CONDOMINIUM INSTRUMENTS

<u>INSTRUMENT</u>	<u>DATE</u>	<u>BUYER'S INITIALS</u>	<u>WITNESS/ SALES AGENT</u>
1. Declarations	_____	_____	_____
2. By-Laws	_____	_____	_____
3. Drawings	_____	_____	_____
4. Disclosure Statement	_____	_____	_____
5. Articles of Incorporation	_____	_____	_____

ACKNOWLEDGEMENT OF RECEIPT OF CORPORATE PROPERTY INSTRUMENTS

1. Articles of Incorporation	_____	_____	_____
2. Regulations & By-Laws	_____	_____	_____
3. Deed and Declaration of Covenants, Conditions and Restrictions	_____	_____	_____

## CONSENT OF MORTGAGEE

July 16 , 1991

THE FIRST NATIONAL BANK OF BELLEVUE, for good and valuable considerations, hereby consents to the execution, delivery and recording of the Declaration of and By-Laws Creating and Establishing a Plan for Condominium Ownership for WEST HARBOR LANDING BOATAMINIUM, A MARINE CONDOMINIUM, dated JULY 10, 1991, 1991, recorded in Deed Book 366 Page 209, et seq., records of the Recorder of Ottawa County, and hereby subject its interest as mortgagee under two mortgages from Buck Point Limited Partnership, to it dated September 15, 1989, and recorded in Mortgage Record Volume 325, Page 163 through 167 and dated September 15, 1989 and recorded in Mortgage Records Volume 323, Page 651, records of the Recorder of Ottawa County, Ohio to the terms and provisions of the Declaration, subject to the rights of mortgagee thereunder, and provided, however, that this subordination shall not waive, invalidate or discharge the lien of those mortgages upon the real estate described therein, nor subordinate the lien thereof to the liens of any charges or assessments created by the Declaration.

IN WITNESS WHEREOF, THE FIRST NATIONAL BANK OF BELLEVUE, has caused this instrument to be duly executed on its behalf this 16th day of July, 1991.

Signed and acknowledged  
in the presence of

Claude H. Denslow  
Claude H. Denslow

Mary E. Ratter

THE FIRST NATIONAL BANK OF  
BELLEVUE

By: Edward R. Moyer  
Edward R. Moyer  
its President

By: David L. Nighswander  
David L. Nighswander  
its Vice President

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DECLARATION

This is the Declaration of WEST HARBOR LANDING BOATAMINIUM, a Marine Condominium, made on or as of the 10 day of JULY, 1991, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

RECITALS

A. Buck Point Limited Partnership, a Partnership, is the owner in fee simple of the real property hereinafter described in Exhibit A attached hereto and incorporated by reference.

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 submits this property to the provisions of the Ohio Revised Code Chapter 5311.

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 West Harbor Landing Boataminium 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 "West Harbor Landing Boataminium 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 pursuant to the provisions of the Ohio Revised Code Chapter 5311.
3. "Board" and "Board of Trustees" means 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 pursuant to the provisions of the Ohio Revised Code Chapter 5311.
4. "Boataminium" means the same as the word "Condominium" and shall be used interchangeably therewith.
5. "By-Laws" mean the by-laws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the provisions of Chapter 5311 of the Ohio Revised Code 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.

6. "Common Areas" means all of the Property, except that portion thereof described in this Declaration as constituting a Unit or Units, and is that portion of the Property constituting "Common Areas and Facilities" of the Boataminium under the provisions of the Act.
7. "Corporate Property" means that property which is managed by West Harbor Group, Inc., an Ohio Non-Profit Corporation, for the benefit of the condominium as well as other developments.
8. "West Harbor Landing Boataminium" means the regime for the Property created under and pursuant to the provisions of Chapter 5311 of the Ohio Revised Code.
9. "Condominium Act" or "Boataminium Act" or "Act" are hereby defined to be the same thing and such words may be used interchangeably and mean the the statutory law of the State of Ohio regulating the creation and operations of boataminiums and is presently Chapter 5311 of the Revised Code of Ohio.
10. "Boataminium Instruments" means this Declaration, the By-Laws, the Drawings, and, as provided by the Act, "all other documents, contracts, or instruments establishing ownership of or exerting control over the Property or Unit." Individual contracts for the sales of Units, and attachments thereto, are Boataminium instruments.
11. "Boataminium Association organizational documents" means the Articles, the By-Laws, the Drawings, and this Declaration, as the same may lawfully be amended from time to time.
12. "Boataminium Property" and "Property" mean land, all buildings, improvements, and structures on the land, the land under all water slips, all buildings, improvements, and structures that form or that are utilized in connection with water slips, all easements, rights, and appurtenances belonging to the land or to the land under a water slip, and all articles of personal property submitted to the provisions of the Ohio Act.
13. "Declarant" means Buck Point Limited Partnership, a Partnership, provided the rights specifically reserved to Declarant under the Boataminium organizational documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.
14. "Declaration" means this instrument by which the Boataminium Property is submitted to the Act, as this instrument may be lawfully amended from time to time.
15. "Drawings" means the drawings for West Harbor Landing Boataminium, as defined in the Boataminium Act, filed simultaneously with the submission of this Declaration for recording, as the same may be lawfully amended from time to time.



16. "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.

17. "Limited Common Areas" means those Common Areas serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit or Units either in this Declaration, or by the Board, and is that portion of the Boataminium Property constituting "limited common areas and facilities" of the Boataminium under the provisions of the Act.

18. "Occupant" means a person lawfully residing in a Unit, regardless of whether that person is a Unit Owner. The Unit (dock) as well as the Limited Common Area must be used by the same occupant.

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

20. "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 Act.

21. "Unit" in the case of a water slip means a part of the Boataminium Property consisting of the land under a portion of the water in a water slip and under a portion of the piers or wharves that form the water slip, which portion of water or portion of water, piers, and wharves, is used for the mooring of watercraft, and designated as a Unit herein and delineated on the drawings provided for by law.

22. "A 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.

23. "Water Slip" means a channel of water between piers and wharves.

#### THE PLAN

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for boataminium ownership of this property under and pursuant to Chapter 5311 of the Ohio Revised Code:

## ARTICLE I

THE LAND

The legal description of the land constituting a part of the Boataminium Property, located in the Township of Danbury, Ottawa County, Ohio, is attached as Exhibit A.

## ARTICLE II

NAME

The name by which the Boataminium shall be known is "West Harbor Landing Boataminium, a Marine Condominium."

## ARTICLE III

PURPOSES: RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish individual parcels from the Boataminium Property, to which fee simple interests may be conveyed, for use for mooring or docking a non commercial pleasure boat; to establish a Unit Owners' Association to administer the Property; to provide for the preservation of the values of Units and the Common Areas; to provide for and promote the benefit, enjoyment and well being of Unit Owners and occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes. To establish Limited Common Areas for the Unit Owners to place a Manufactured Home which must remain personal property with the Ottawa County Auditor. No other type of manufactured or stick built housing which does not have a certificate of title shall be permitted. Each owner shall be responsible for and be required to pay the Ottawa County Trailer Tax. The Property must remain a registered Manufactured Home Park.

Section 2. Restrictions. The Association Property shall be subject to the following restrictions:

(a) Unit Uses. Ownership of a water slip unit includes the exclusive right to moor a watercraft in the portion of water above the water slip unit. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of mooring of watercraft for recreational purposes only and purposes customarily incidental thereto. No commercial activity whatsoever shall be allowed including by way of illustration charter fishing. No person shall be permitted to place any permanent structure within a Unit which would impair such purpose. Notwithstanding the foregoing: (i) it shall be permissible for the

DECLARATION

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3. "Board" and "Board of Trustees" means 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 pursuant to the provisions of the Ohio Revised Code Chapter 5311.
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6. "Common Areas" means all of the Property, except that portion thereof described in this Declaration as constituting a Unit or Units, and is that portion of the Property constituting "Common Areas and Facilities" of the Boataminium under the provisions of the Act.

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13. "Declarant" means Buck Point Limited Partnership, a Partnership, provided the rights specifically reserved to Declarant under the Boataminium organizational documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

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20. "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 Act.

21. "Unit" in the case of a water slip means a part of the Boataminium Property consisting of the land under a portion of the water in a water slip and under a portion of the piers or wharves that form the water slip, which portion of water or portion of water, piers, and wharves, is used for the mooring of watercraft, and designated as a Unit herein and delineated on the drawings provided for by law.

22. "A 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.

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Section 2. Restrictions. The Association Property shall be subject to the following restrictions:

(a) Unit Uses. Ownership of a water slip unit includes the exclusive right to moor a watercraft in the portion of water above the water slip unit. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of mooring of watercraft for recreational purposes only and purposes customarily incidental thereto. No commercial activity whatsoever shall be allowed including by way of illustration charter fishing. No person shall be permitted to place any permanent structure within a Unit which would impair such purpose. Notwithstanding the foregoing: (i) it shall be permissible for the

Declarant to maintain, during the period of its sale of Units, one or more units for promotional activities; (ii) one or more Units may be maintained for the use of the Association in fulfilling its responsibilities; and (iii) the Declarant reserves the right to rent unsold Units. No Unit Owner, occupant or any other person shall use a Unit for a year-round residence or any other year-round purpose. No watercraft shall be used as a residence which is hereby defined, as no one shall be permitted to stay overnight on any watercraft.

(1) Dock-Boxes. No dock boxes shall be allowed unless all Unit Owners have identical boxes and all placed in designated areas.

(2) Boats. No boats shall be moored all year in, on, or above the water and no boats and or trailers shall be parked or stored upon the upland of this Condominium at any time either on the Condominium Common Area or Limited Common Areas except a boat may be stored upon the driveway only during the off season. There shall be no exceptions to this requirement. Boats may only be moored in Units from May 1st through October 31st. Boats shall not extend past the legal description of each Unit.

(3) Risers. The number of risers must remain the same and broken risers must be replaced with same or equal material and appearance. Further only commercial fenders, bumpers and protection shall be allowed. No tires or carpeting shall be allowed. Broken risers shall be replaced at the cost of the Unit Owner. No signs or numbers except furnished by Declarant shall be allowed.

(4) Dock Maintenance. The docks shall be maintained in the same color and material uniformly applied to all docks. If repairs or replacements are necessary they shall be of similar quality and design. No carpeting or other materials which differ from the original construction shall be allowed. No extensions, patios or alterations shall be permitted.

(5) Flammables Prohibited. No flammable, combustible, or explosive fluids, chemical or substance, shall be kept in any Unit or storage area except such as required for normal boat use.

(6) Shoreline. The location of the existing shoreline shall not be altered.

(7) Boat Landings, Docks and Piers. Neither a Unit Owner nor the Association may make any addi-

tions to or changes in the boat landings, docks, piers and mooring posts, or in any way alter the Units, Limited Common Areas or Common Areas unless such changes, additions or alterations have been approved in writing after proper vote of the Association. No boathouse shall be constructed on the Property. No vessel or boat shall be anchored off shore in any of the waterways adjacent to the Boataminium Property and no Unit may be used as a launch ramp for boat trailers.

(8) Trailers and Temporary Buildings. No structure of temporary character, such as any trailer, tent, shack, garage, barn, or other outbuildings shall be permitted on the Boataminium Property, except for such temporary structures as are erected by Declarant or those contracting with Declarant for construction purposes. Manufactured Homes are permitted.

(9) Utilities. There is no electricity provided to the docks.

(10) Halyards to be Tied. All halyards must be tied off at night.

(11) Clothing. Articles of clothing or towels shall not be hung from the exterior of a boat and no clothes lines shall be permitted upon the Limited Common Area.

(12) Swimming. No swimming shall be allowed in this Property except in the swimming pool provided.

(13) Fish Cleaning Prohibited. No fish cleaning shall be allowed upon the boataminium unit except in designated areas.

(14) Discharge and Dumping Prohibited. No holding tank contents, household sewage, trash, petroleum products or other waste shall be discharged into the canal. Owners shall not dump into the canal any foreign waste such as but not limited to stones, bottles, cans and gray water.

(15) Sunk Boats. Boats sunk in Units will be removed by the Unit Owner within 12 hours of sinking, or the Association may cause the removal of the sunken boat at the expense of the Unit Owner.

(b) 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. Except as otherwise specifically provided in these restrictions, no Limited Common Area shall be used for any purpose other than a site to place and connect a Manufactured Home to be used only for a single family residence and purposes customarily incidental thereto. Storage sheds shall be allowed if compatible with the manufactured home and approved by the Trustees. (Only two vehicles may be parked on the Limited Common Area.) 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 Limited Common Area, 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 Limited Common Areas as sales models and office; and (iii) it shall be permissible for the Declarant to rent Limited Common Areas.

(c) Corporate Property Uses. The Corporate Property which services this condominium as well as other developments include the pool, water plant and lines and wells, roads, channel easement and common planting area which are specified in the Deed and Declaration of Covenants, Conditions and Restrictions recorded in Ottawa County Recorder's Office Volume 366, Page 152 which are hereby incorporated by reference.

(d) Common Areas Uses. The 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. The Boatminium shall be quiet by 11:00 P.M.

(1) Nuisances. No noxious or offensive activity shall be carried on at any Limited Common Area or Boat Slip 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. Alcohol and/or drug abuse will not be allowed.

(2) Vehicles. There shall be no parking of trucks over 1/2 ton, boats, and inoperable or unlicensed vehicles on the individual Limited Common Areas, streets or 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. Vehicles shall not be parked in the general common areas of the Boataminium except as established by the Association.

(3) Signs. No sign of any kind shall be displayed to the public view on the Boataminium Property except: (i) on the Common Areas, signs regarding and regulating the use of the Common Areas, provided they are approved by the Board; and (ii) on the Common Areas and Units, signs advertising the sale of Units by the Declarant during the initial sale period. After all of Declarant's Units are sold each Unit Owner may use one professionally prepared sign inside the window of the manufactured home advertising the Unit for sale. No "For Sale" signs shall be displayed on any boat.

(4) 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 these restrictions) 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.

(5) Refuse. Trustees will determine one individual refuse hauler to service the park.

(6) Set backs. Each Unit Owner shall comply with all set back requirements as either specified by the Ottawa County Board of Health, Ohio Department of Health, the drawings of the Boataminium Property or the directives of the Association herein.

(7) Noise Prohibited. No Unit Owner shall make or permit any disturbing noises nor shall he allow his

family, servants, employees, agents, visitors, or licensees to make such noises, nor permit any conduct by such persons that will interfere with the rights, comforts, or conveniences of other Unit Owners. No Unit Owner shall play or permit to be played any musical instrument, or operate or permit to be operated, a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other Unit Owners or occupants or neighboring residents.

(8) Antenna. No radio or television antenna or satellite dish installation shall be permitted upon the Limited Common Areas or Common Areas unless approved by the Association.

(9) Animals. All pets must be on a leash or under the control of the owner. Owners are responsible to clean up after their pet. The Association Board shall have the right to determine if an animal or animals are a nuisance and to be prohibited from the Property.

(10) Conveyances & First Right of Refusal. Each Unit shall be sold as a separately designated and legally described fee simple estate, subject to the terms, conditions and provisions hereof. The right of a Unit Owner to assign, sublet, transfer or otherwise convey a Unit is subject to a right of first refusal. The purpose of the right of first refusal is to provide the association an opportunity to obtain the new owners name and address, to determine if the assessments are current, to verify that the new owner has received a set of these organizational documents (a set may be obtained from the association at a nominal charge). The proposed conveyance shall not be effective until a statement in writing is received from the association that it does not intend to exercise its first right of refusal. Failure to respond to a request within fifteen days from delivery of notice to a current officer of the Association shall be deemed to be a declination to buy.

(11) 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.

(12) Architectural Control. No building, shed, fence, wall, sign or other structure or improvement of any kind shall be commenced, erected or maintained upon the Association Property, except those structures existing at the date of the recording of

this document, including the Limited Common Area which includes the Units, the Manufactured Homes 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 thirty (30) 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. All improvements to the Limited Common Area in existence at the time of the conversion shall be permitted to stay so long as that owner only purchases a Unit. The Association shall have the right to establish and amend rules to regulate the park.

(13) Licensed Manufactured Home Park. This is a licensed marina and manufactured home park with separate operating licenses. Therefore the park is under the jurisdiction of various governmental agencies including but not limited to the Ottawa County Board of Health. Each owner of a Unit specifically agrees to comply with the rules and regulations of these governmental agencies. Each Unit Owner and the Association shall also comply with any future regulations promulgated by the various governmental agencies.

(14) 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.

(15) Speed Limits. Posted speed limits must be observed.

(16) Water and Sewer. Sanitary sewer connections will be made in accordance with Health Department rules with plastic pipe and rubber ring seals. Sewer and water connections above ground are to be made and maintained at the expense of the Unit Owner, but will be inspected and approved by the Association before being used. Water must be used conservatively and no person is permitted to allow water to run unnecessarily. Any unnecessary leakage will be cause for an assessment to that Unit Owner for repairs and water used. If owner improves his Limited Common Area such as driveways, blacktop, etc. and it is necessary to repair or replace the Association's utilities (i.e. water lines) it is the owner's responsibility to pay the additional cost of cutting through and repairing the owner's improvement.

(17) Manufactured Homes. Each manufactured home shall have a minimum of one adequate fire extinguisher and smoke detector to meet Fire Marshall approval.

(18) Limited Common Area. A Limited Common Area has been assigned to each Water Slip Unit. No changes in said assignments shall be allowed.

#### ARTICLE IV

##### DESCRIPTION OF PROJECT AND UNITS

Section 1. Association. West Harbor Landing Boataminium Association, a non-profit corporation, has been formed subject to Article VI herein.

Section 2. Structure Descriptions. Each Water Slip Unit is adjacent to a pier or wharf or jetty. The piers or wharves are constructed of metal and wood. They are designed to float on the water and fasten to the shoreline except Units 201 through 211, 226 and 239 which are permanent cantelevered.

Section 3. Unit Designations. Each of the 51 Units is designated by a number on the drawings recorded in Ottawa County Plat Records as shown on Exhibit C, Drawings, attached, which detail where that Unit is located. The number so designated is that Unit's designation being basically Units 201-232; 238-245; 297-302; 306-308; and 199-200. The Limited Common Areas are correspondingly numbered in the 1000 series. Exhibit B attached shows which Limited Common Area is appurtenant to each Unit.

9600027718  
Filed for Record in  
OTTAWA COUNTY, OHIO  
VIRGINIA M. PARK  
On 09-13-1996 At 09:38 AM.  
AD 46.00  
Vol. 410 Page 17

**FOURTH AMENDMENT**

**TO THE DECLARATION**

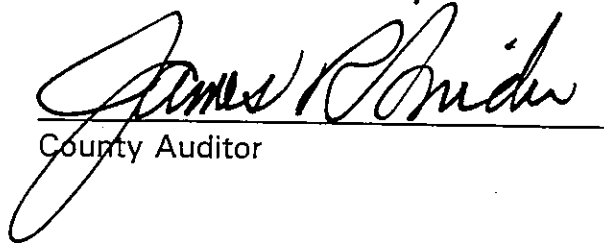
**OF**

**WEST HARBOR LANDING BOATAMINIUM**

**A Marine Condominium**

**CERTIFICATE OF AUDITOR**

A copy of this Fourth Amendment to the Declaration of West Harbor Landing Boataminium, a Marine Condominium, was filed with this office on 9/13, 1996.

  
County Auditor

This instrument prepared by:  
Graves & Kohli  
142 W. Water Street  
Oak Harbor, OH 43449  
gak:mrc 7.30.96

**FOURTH AMENDMENT TO  
DECLARATION FOR  
WEST HARBOR LANDING BOATAMINIUM,  
A Marine Condominium**

**THIS AMENDMENT TO DECLARATION** is made and entered into this 11th day of September, 1996, by Buck Point Limited Partnership, a partnership, (hereinafter referred to as "Declarant"), for the purpose of submitting certain property to condominium use and ownership in accordance with the provisions of Chapter 5311 of the Ohio Revised Code (hereinafter referred to as the "Act").

**WHEREAS**, on July 30, 1991, Declarant filed with the Ottawa County Recorder, a Declaration of Condominium Ownership (herein referred to as the "Original Declaration") for West Harbor Landing Boataminium, a Marine Condominium, with Original Declaration and Bylaws attached thereto, were recorded in Ottawa County Recorder's Office Volume 366, Pages 209 through 265, and which Original Declaration was accompanied by Drawings (herein referred to as the "Original Drawings") recorded in Volume 31, Pages 22 through 22-K, by which condominium ownership was established pursuant to the provisions of the Act for the Condominium Property (as defined in the Original Declaration); and

**WHEREAS**, on May 4, 1993, Declarant filed the First Amendment for West Harbor Landing Boataminium, a Marine Condominium, which was recorded in Ottawa County Recorder's Office Volume 380, Pages 810 through 819, which was accompanied by Drawings recorded in Volume 33, Pages 13 through 13D; and

**WEST HARBOR LANDING BOATAMINIUM, A MARINE CONDOMINIUM**

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- A West Harbor Landing Boataminium - Marina Condominium Development Statement
- B West Harbor Landing Boataminium - Real Estate Purchase Agreement
- C West Harbor Landing Boataminium - Consent of Mortgagee
- D West Harbor Landing Boataminium - Declaration and Bylaws
- E West Harbor Landing Boataminium - Articles of Incorporation
- F West Harbor Landing Boataminium - Bylaws
- G West Harbor Landing Boataminium - First Amendment
- H West Harbor Landing Boataminium - Second Amendment
- I West Harbor Landing Boataminium - Third Amendment
- J West Harbor Landing Boataminium - Fourth Amendment
- K West Harbor Landing Boataminium - Fifth Amendment
- L West Harbor Landing Boataminium - Regulations and Bylaws of West Harbor Group, Inc.
- M West Harbor Landing Boataminium - Deed, Easement and Declaration of Covenants of West Harbor Group, Inc.
- N West Harbor Landing Boataminium - Sixth Amendment
- O West Harbor Landing Boataminium - Seventh Amendment
- P West Harbor Landing Boataminium - Eighth Amendment



TRACT A

Being part of lot Sixteen (16) of the Firelands Survey, Section Three (3), Danbury Township, Ottawa County, Ohio, and being more described as follows:

Beginning at a found iron rod marking the intersection of the centerline of Buck Road, said centerline being the east line of Lot Sixteen (16) of the Firelands Survey, and the north line of a parcel of land now owned by LuMac Development company, Deed Volume 308 Page 844, Ottawa County Recorders Office: thence N 00° 00' 00" E a distance of 545.64 feet; thence N 70° 26' 36" W a distance of 178.36 feet; thence N 81° 39' 00" W a distance of 362.63 feet; thence N 67° 04' 37" W a distance of 341.66 feet; thence Northwest, along a curve having a central angle of 23° 09' 32"; a radius of 125.00'; a arc length of 50.53'; a tangent of 25.61'; and a chord with bearing of N 57° 06' 47" W and a distance of 50.18 feet to the point of beginning located on the west right of way line of Mystic Bay Point and the south right of way line of Constitution Boulevard: thence S 51° 21' 32" W a distance of 136.61 feet; thence Southwest along a curve having a central angle of 39° 30' 23"; a radius of 263.54'; a arc length of 181.71'; a tangent of 94.64'; and a chord with bearing of S 71° 06' 45" W and a distance of 178.14 feet; thence N 89° 08' 02" W a distance of 19.27 feet to the Northeast corner of dock 311; thence S 00° 51' 58" W a distance of 36.00 feet to the Southeast corner of dock 311; thence N 89° 08' 02" W a distance of 41.94 feet to the Southwest corner of dock 313; thence N 00° 51' 58" E a distance of 36.00 feet to the Northwest corner of dock 313; thence N 89° 08' 02" W a distance of 41.94 feet to the Northeast corner of dock 314; thence S 00° 51' 58" W a distance of 36.00 feet to the Southeast corner of dock 314; thence N 89° 08' 02" W a distance of 13.98 feet to the Southwest corner of dock 314; thence N 00° 51' 58" E a distance of 36.00 feet to the Northwest corner of dock 314; thence N 89° 08' 02" W a distance of 41.94 feet to the Northeast corner of dock 315; thence S 00° 51' 58" W a distance of 36.00 feet to the Southeast corner of dock 315; thence N 89° 08' 02" W a distance of 13.98 feet to the Southwest corner of dock 315; thence N 00° 51' 58" E a distance of 36.00 feet to the Northwest corner of dock 315; thence N 89° 08' 02" W a distance of 27.96 feet to the Northeast corner of dock 316; thence S 00° 51' 58" W a distance of 36.00 feet to the Southeast corner of dock 316; thence N 89° 08' 02" W a distance of 13.98 feet to the Southwest corner of dock 316; thence N 00° 51' 58" E a distance of 36.00 feet to the Northwest corner of dock 316; thence N 89° 08' 02" W a distance of 41.94 feet to the Northeast corner of dock 317; thence S 00° 51' 58" W a distance of 36.00 feet to the Southeast corner of dock 317; thence N 89° 08' 02" W a distance of 13.98 feet to the Southwest corner of dock 317; thence N 00° 51' 58" E a distance of 36.00 feet to the Northwest corner of dock 317; thence N 89° 08' 02" W a distance of 41.94 feet to the Northeast corner of dock 318; thence S 00° 51' 58" W a distance of 36.00 feet to the Southeast corner of dock 318; thence N 89° 08' 02" W a distance of 13.98 feet to the Southwest corner of dock 318; thence N 00° 51' 58" E a distance of 36.00 feet to the Northwest corner of dock 318; thence N 89° 08' 02" W a distance of 27.96 feet to the Northeast corner of dock 319; thence S 00° 51' 58" W a distance of 36.00 feet to the Southeast corner of dock 319; thence N 89° 08' 02" W a distance of 13.98 feet to the Southwest corner of dock 319; thence N 00° 51' 58" E a distance of 36.00 feet to the Northwest corner of dock 319; thence N 89° 08' 02" W a distance of 27.96 feet to the Northeast corner of dock 320; thence S 00° 51' 58" W a distance of 36.00 feet to the Southeast corner of dock 320; thence N 89° 08' 02" W a distance of 13.98 feet



REGISTERED PROFESSIONAL SURVEYOR  
*C. Blake Doriot*  
C. BLAKE DORIOT  
87847

REGISTERED PROFESSIONAL ENGINEER  
*Scott A. Hile, P.E.*  
SCOTT A. HILE P.E.  
E 55680



to the Southwest corner of dock 320: thence N 00° 51' 58" E a distance of 36.00 feet to the Northwest corner of dock 320: thence N 89° 08' 02" W a distance of 26.09 feet: thence N 00° 45' 34" E a distance of 133.00 feet to the Northwest corner of Lot 1320: thence S 89° 08' 02" E a distance of 568.46 feet to the Northeast corner Lot 1311: thence S 00° 45' 34" W a distance of 55.03 feet to the Southeast corner Lot 1311: thence Northeast along a curve having a central angle of 4° 12' 52": a radius of 227.53': a arc length of 16.73': a tangent of 8.37': and a chord with bearing of N 53° 24' 06" E and a distance of 16.73 feet: thence N 51° 21' 32" E a distance of 137.23 feet: thence Southeast along a curve having a central angle of 16° 34' 00": a radius of 125.00': a arc length of 36.14': a tangent of 18.20': and a chord with bearing of S 37° 15' 00" E and a distance of 36.02 feet to the point of beginning, containing 1.96 acres more or less.

## TRACT B

Also, Being part of lot Sixteen (16) of the Firelands Survey, Section Three (3), Danbury Township, Ottawa County, Ohio, and being more described as follows:

Beginning at a found iron rod marking the intersection of the centerline of Buck Road, said centerline being the east line of Lot Sixteen (16) of the Firelands Survey, and the north line of a parcel of land now owned by LuMac Development company, Deed Volume 308 Page 844, Ottawa County Recorder's Office: thence N 00° 00' 00" E a distance of 545.64 feet: thence N 70° 26' 36" W a distance of 178.36 feet: thence N 81° 39' 00" W a distance of 362.63 feet: thence N 67° 04' 37" W a distance of 341.66 feet: thence Northeast along a curve having a central angle of 23° 09' 32": a radius of 125.00': a arc length of 50.53': a tangent of 25.61': and a chord with bearing of N 57° 06' 47" W and a distance of 50.18 feet: thence S 51° 21' 32" W a distance of 136.61 feet to a point located on the west right of way line of Mystic Bay Point and the south right of way line of Constitution Boulevard: thence Southwest along a curve having a central angle of 39° 30' 23": a radius of 263.54': a arc length of 181.71': a tangent of 94.64': and a chord with bearing of S 71° 06' 45" W and a distance of 178.14 feet: thence N 89° 08' 02" W along the south right of way of Constitution Boulevard a distance of 1158.44 feet to the point of beginning: thence continuing along the South right of way line of Constitution Boulevard N 89° 08' 02" W a distance of 322.71 feet: thence N 00° 51' 58" E a distance of 36.00 feet: thence N 34° 15' 24" W a distance of 40.00 feet: thence N 54° 45' 19" E a distance of 270.72 feet: thence S 32° 35' 00" E a distance of 230.43 feet: thence S 00° 51' 58" W a distance of 36.00 feet to the point of beginning, containing 1.10 acres more or less.

OTTAWA COUNTY RECORDER  
 THE WITHIN RECEIVED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1994.  
 AT \_\_\_\_\_ M. RECORDED IN VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_ OTTAWA COUNTY.  
 PLAT RECORDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1994.

COUNTY RECORDER

FEE

## EXHIBIT B

All Units together with their appurtenant Limited Common Areas have been assigned a par value of one therefor each Unit Percentage Interest in the Common Areas of the condominium since there are sixty-nine Units is  $1/69 = 1.44927\%$ .

The Unit number and its appurtenant Limited Common Areas are as follows:

<u>UNIT</u>	<u>LCA</u>	<u>UNIT</u>	<u>LCA</u>
201	1201	240	1240
202	1202	241	1241
203	1203	242	1242
204	1204	243	1243
205	1205	244	1244
206	1206	245	1245
207	1207	296	1297
208	1208	298	1298
209	1209	299	1299
210	1210	300	1300
211	1211	301	1301
212	1212	302	1302
213	1213	306	1306
214	1214	307	1307
215	1215	308	1308
216	1216	199	1199
217	1217	200	1200
218	1218	303	1303
219	1219	304	1304
220	1220	305	1305
221	1221	309	1309
222	1222	310	1310
223	1223	311	1311
224	1224	312	1312
225	1225	313	1313
226	1226	314	1314
227	1227	315	1315
228	1228	316	1316
229	1229	317	1317
230	1230	318	1318
231	1231	319	1319
232	1232	320	1320
238	1238	392	1392
239	1239	393	1393
		394	1394

E X H I B I T C

The Drawings required by Ohio Revised Code Chapter 5311 are recorded in Ottawa County Plat Records Volume 34, Page 28 through 28F and are hereby incorporated by reference herein.

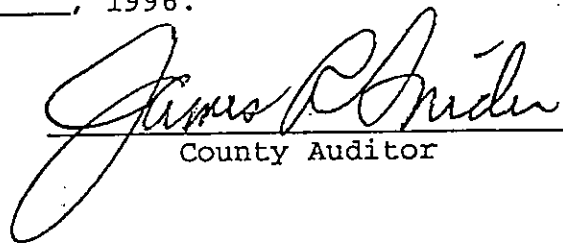
9600026017  
Filed for Record in  
OTTAWA COUNTY, OHIO  
VIRGINIA M. PARK  
On 07-24-1996 At 08:43 am.  
AD 86.00  
Vol. 408 Page 286

THIN

THIRD AMENDMENT  
TO THE DECLARATION  
OF  
WEST HARBOR LANDING BOATAMINIUM  
A Marine Condominium

CERTIFICATE OF AUDITOR

A copy of this Third Amendment to the Declaration of West Harbor Landing Boataminium, a Marine Condominium, was filed with this office on July 24, 1996.

  
County Auditor

This instrument prepared by:  
John A. Kocher, Attorney at Law  
Meyer, Kocher, Loeffler & Wargo  
Port Clinton, Ohio 43452

THIRD AMENDMENT TO  
DECLARATION FOR  
WEST HARBOR LANDING BOATAMINIUM,  
A Marine Condominium

THIS AMENDMENT TO DECLARATION is made and entered into this 16 day of JANUARY, 1996, by Buck Point Limited Partnership, a partnership, (hereinafter referred to as "Declarant"), for the purpose of correcting a surveying error in certain condominium units to modify the drawings to conform to the Units as they actually exist on the ground.

WHEREAS, on July 30, 1991, Declarant filed with the Ottawa County Recorder, a Declaration of Condominium Ownership (herein referred to as the "Original Declaration") for West Harbor Landing Boataminium, a Marine Condominium, with Original Declaration and Bylaws attached thereto, were recorded in Ottawa County Recorder's Office Volume 366, Pages 209 through 265, and which Original Declaration was accompanied by Drawings (herein referred to as the "Original Drawings") recorded in Volume 31, Pages 22 through 22-K, by which condominium ownership was established pursuant to the provisions of the Act for the Condominium Property (as defined in the Original Declaration); and

WHEREAS, on May 4, 1993, Declarant filed the First Amendment for West Harbor Landing Boataminium, a Marine Condominium, which was recorded in Ottawa County Recorder's Office Volume 380, Pages 810 through 819, which was accompanied by Drawings recorded in Volume 33, Pages 13 through 13D; and

WHEREAS, on April 26, 1995, Declarant filed the Second Amendment for West Harbor Landings Boataminium, a Marine Condominium, which was recorded in Ottawa County Recorder's Office Volume 396, Pages 58 through 67, which was accompanied by Drawings recorded in Volume 34, Pages 28 through 28F; and

WHEREAS, the required number of Unit Owners affected by this amendment have consented hereto, which consents are attached hereto; and

WHEREAS, Declarant desires to amend the Original Declaration, as previously amended, for the purpose of correcting the survey error to conform the drawings of certain units with the Units as they actually exist on the ground.

NOW, THEREFORE, Declarant hereby declares as follows:

1. The Units affected by this Third Amendment are denominated on the drawings as indicated recorded in Ottawa County Recorder's Office Volume 31, Pages 22 through 22K being Units 240, 241, 242, 243, 244, 245, 229, 230, 231, 232, 214, 215, 216, 217, 218, 219, 220, 221, 238, 225, 212, 199, 200 and Volume 34 Pages 28 through 28F beings Units 320, 319, 318, 317, 316, 315, 314, 313, 312 and 311. All of these Units on the ground were actually 14 feet west of the position as drawn except 199 and 200. For example, Unit 212 was drawn to be on the east side of a finger pier when actually on the ground and as amended by this Third Amendment it is on the west side of the finger pier. The drawings for this Third Amendment reflect that Units 199 and 200 are a full 14 feet each.

2. Unless otherwise specifically defined herein, all terms used herein shall have the respective meanings ascribed thereto in the Original Declaration.

3. Unless the context expressly otherwise requires, all references in the Original Declaration, in the Bylaws attached thereto, in the Original Drawings (as referred to in Subsection 3(c) hereof) are amended as set forth herein:

- (a) to "Condominium Property" - shall mean and include as a part thereof the real estate originally declared into the condominium and the real estate added by the First Amendment, the Second Amendment, and the Third Amendment; and
- (b) to "Declaration" - shall mean and include as a part thereof the First Amendment, Second Amendment and Third Amendment to Declaration of Ownership; and
- (c) to "Drawings" - shall mean and include as a part thereof the Supplemental Drawings, to be attached hereto as Exhibit "A" (which comprise the "Additional Drawings", as defined in the Original Declaration), and were prepared and certified by registered architects or registered engineers and registered surveyors, in accordance with Section 5311.07 of the Act; and
- (d) to "Unit" - shall mean and include as a part thereof that part of the Condominium Property (as amended by Section 3(a) hereof) designated in Article IV of the Original Declaration and delineated as such on the Drawings.

5. The respective percentages of interest pertaining to each Unit, are not changed by this Amendment.

6. The Original Declaration, the Bylaws attached thereto, and the Original Drawings, as each of the foregoing are hereby



amended and supplemented, shall be and remain in full force and effect and are hereby incorporated into this instrument as if fully rewritten herein.

7. The invalidity or unenforceability of any provision of this Amendment to Declaration shall not affect or impair the validity or enforceability of any other provision of this Amendment to Declaration.

8. All Exhibits referred to in this Amendment to Declaration and attached hereto constitute an integral part of this Amendment to Declaration.

IN WITNESS WHEREOF, Buck Point Limited Partnership, by its General Partners, Robert R. McCallen and Ronald E. Daymude, have caused this instrument to be executed this 16<sup>th</sup> day of January, 1996.

IN THE PRESENCE OF:

DECLARANT:

BUCK POINT LIMITED PARTNERSHIP

Holly LaSalle  
Holly LaSalle

Robert R. McCallen  
Robert R. McCallen,  
General Partner

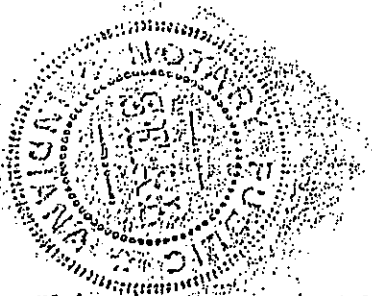
Barbara A. Carpenter  
Barbara A. Carpenter

Ronald E. Daymude  
Ronald E. Daymude,  
General Partner

STATE OF Indiana,  
COUNTY OF Wabash, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named Buck Point Limited Partnership, by its general partners, Robert R. McCallen and Ronald E. Daymude, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Wabash, Indiana, and hereby certify the foregoing, this 16<sup>th</sup> day of January, 1996.



Modena Mitchell  
NOTARY PUBLIC  
Modena Mitchell  
Com. Exp: 4/16/99

This instrument prepared by:  
John A. Kocher, Attorney at Law  
Meyer, Kocher, Loeffler & Wargo  
Port Clinton, Ohio 43452

condo/third

CONSENT

We, John C. Swartz and Marilyn L. Swartz, 1120 Partridge Circle, Medina, Ohio 44256, owners of Unit #214, West Harbor Landing Boataminium, do hereby consent to the Third Amendment to the Declaration of West Harbor Landing Boataminium, a Marine Condominium.

IN WITNESS WHEREOF, we have signed our names the 8 day of March, 1996.

Signed in the presence of:

P.R. McCurley  
P.R. McCurley  
Karen Drake  
Karen Drake

John C. Swartz  
John C. Swartz  
Marilyn L. Swartz  
Marilyn L. Swartz

STATE OF OHIO,  
COUNTY OF Medina SS:

Before me, a Notary Public in and for said County, personally appeared the above named, John C. Swartz and Marilyn L. Swartz, who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Medina, Ohio, this 8 day of March, 1996.

Patricia R. McCurley  
NOTARY PUBLIC

PATRICIA R. McCURLEY, NOTARY PUBLIC  
STATE WIDE JURISDICTION, OHIO  
MY COMMISSION EXPIRES 2/26/99

CONSENT

We, Robert L. Slye and Judith A. Slye, 7401 Kuhlwein Road, Galloway, Ohio 43119, the owners of Unit #225, West Harbor Landing Boataminium, do hereby consent to the Third Amendment to the Declaration of West Harbor Landing Boataminium, a Marine Condominium.

IN WITNESS WHEREOF, we have signed our names the 12 day of February, 1996.

Signed in the presence of:

James W. Slye  
James W. Slye  
Audrey R. Slye  
Audrey R. Slye

Robert L. Slye  
Robert L. Slye  
Judith A. Slye  
Judith A. Slye

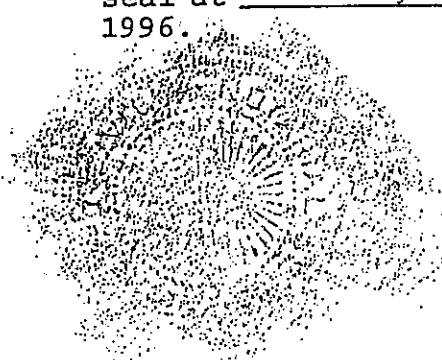
STATE OF OHIO,  
COUNTY OF Franklin, SS:

Before me, a Notary Public in and for said County, personally appeared the above named, Robert L. Slye and Judith A. Slye, who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Galloway, Ohio, this 12 day of February, 1996.

Margaret Anne Snyder  
NOTARY PUBLIC

My commission expires. November 15, 1996



CONSENT

We, Robert D. Hubble and Dorothy C. Hubble, 4930 Stetzer Road, Bucyrus, Ohio 44820, owners of Unit #229, West Harbor Landing Boataminium, do hereby consent to the Third Amendment to the Declaration of West Harbor Landing Boataminium, a Marine Condominium.

IN WITNESS WHEREOF, we have signed our names the 20<sup>th</sup> day of FEBRUARY, 1996.

Signed in the presence of:

Janyce H. Fulton  
Janyce H. Fulton  
Albert W. Fulton  
Albert W. Fulton

Robert D. Hubble  
Robert D. Hubble  
Dorothy C. Hubble  
Dorothy C. Hubble

STATE OF OHIO,  
COUNTY OF Crawford, SS:

Before me, a Notary Public in and for said County, personally appeared the above named, Robert D. Hubble and Dorothy C. Hubble, who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Bucyrus, Ohio, this 20<sup>th</sup> day of February, 1996.

Annette S. Carman  
NOTARY PUBLIC



ANNETTE S. CARMAN, Notary Public  
STATE OF OHIO  
My Commission Expires Aug. 18, 2000

CONSENT

We, William M. Morris and Barbara Morris, 108 Morningside, Port Clinton, Ohio 43452, owners of Unit #217, West Harbor Landing Boataminium, do hereby consent to the Third Amendment to the Declaration of West Harbor Landing Boataminium, a Marine Condominium.

IN WITNESS WHEREOF, we have signed our names the 14<sup>th</sup> day of FEBRUARY, 1996.

Signed in the presence of:

Thomas B. Shirkey  
Thomas B. Shirkey  
Linda S. Sorg  
Linda S. Sorg

William M. Morris  
William M. Morris  
Barbara Morris  
Barbara Morris

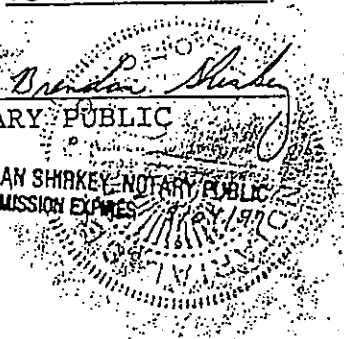
STATE OF OHIO,  
COUNTY OF OTTAWA, SS:

Before me, a Notary Public in and for said County, personally appeared the above named, William M. Morris and Barbara Morris, who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at PORT CLINTON, Ohio, this 14<sup>th</sup> day of FEBRUARY, 1996.

Thomas Brendan Shirkey  
NOTARY PUBLIC

THOMAS BRENDAN SHIRKEY, NOTARY PUBLIC  
MY COMMISSION EXPIRES



CONSENT

I, Donald F. Butts II, 9268 Mulberry Road, Mt Perry, Ohio 43760, owner of Unit #240, West Harbor Landing Boataminium, do hereby consent to the Third Amendment to the Declaration of West Harbor Landing Boataminium, a Marine Condominium.

IN WITNESS WHEREOF, we have signed our names the 26 day of

April, 1996.

Signed in the presence of:

Annette Price  
Annette Price

Donald F. Butts II  
Donald F. Butts II

Joseph Bowman Jr.  
Joseph Bowman Jr.

STATE OF OHIO  
COUNTY OF Licking SS:

Before me, a Notary Public in and for said County, personally appeared the above named, Donald F. Butts II, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Wesley, Ohio, this 26 day of April 96, 1996.



Annette Price  
Notary Public  
State of Ohio  
Comm Expires  
March 1, 2000

Annette Price  
NOTARY PUBLIC

CONSENT

We, Charles Behlke and Maryann Behlke, 21203 Kenyon, Maple Heights, Ohio 44137, owners of Unit #243, West Harbor Landing Boataminium, do hereby consent to the Third Amendment to the Declaration of West Harbor Landing Boataminium, a Marine Condominium.

IN WITNESS WHEREOF, we have signed our names the 6<sup>th</sup> day of FEBRUARY, 1996.

Signed in the presence of:

Joseph L. Petrello  
Joseph L. Petrello  
Jeff Marfinetz  
Jeff Marfinetz  
STATE OF OHIO,  
COUNTY OF CUYAHOGA, SS:

Charles Behlke  
Charles Behlke  
Maryann Behlke  
Maryann Behlke

Before me, a Notary Public in and for said County, personally appeared the above named, Charles Behlke and Maryann Behlke, who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at CLEVELAND, Ohio, this 6<sup>th</sup> day of FEBRUARY, 1996.

Joseph L. Petrello  
NOTARY PUBLIC  
JOSEPH L. PETRELLO, Notary Public  
State of Ohio - Cuyahoga County  
My Commission Expires March 12, 1997



CONSENT

We, Bernard W. Cichocki and Patricia L. Cichocki, 105 Barkwood Drive, Wadsworth, Ohio 44281, owners of Unit #245, West HarborLanding Boataminium, do hereby consent to the Third Amendment to the Declaration of West Harbor Landing Boataminium, a Marine Condominium.

IN WITNESS WHEREOF, we have signed our names the 27<sup>th</sup> day of Feb, 1996.

Signed in the presence of:

Cathy Addressi  
Cathy Addressi

Cathy Addressi

Mary L. Cichocki

MARY L. CICHOCKI  
STATE OF OHIO,  
COUNTY OF Madison, SS:

Bernard W. Cichocki  
Bernard W. Cichocki  
Patricia L. Cichocki  
Patricia L. Cichocki

Before me, a Notary Public in and for said County, personally appeared the above named, Bernard W. Cichocki and Patricia L. Cichocki, who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Madison, Ohio, this 27 day of February, 1996.

Della F. McCormick  
NOTARY PUBLIC  
DELLA F. McCORMICK, Notary Public  
My Commission Expires February 21, 1999



CONSENT

Buck Point Limited Partnership, P.O. Box 644, Wabash, Indiana 46992, Owners of Units, 213, 216, 230, 231, 232, 239, 242, 244, 244, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 392, and 393, West Harbor Landing Boataminium, do hereby consent to the Third Amendment to the Declaration of West Harbor Boataminium, do hereby consent to the Third Amendment to the Declaration of West Harbor Landing Boataminium, a Marine Condominium.

IN WITNESS WHEREOF, we have signed our name the 26<sup>th</sup> day of February, 1996,

Signed in the presence of:

BUCK POINT LIMITED PARTNERSHIP

Modena Mitchell  
Modena Mitchell  
Annette McCallen  
Annette McCallen

Ronald E. Daymude G.P.  
Ronald E. Daymude  
Robert R. McCallen G.P.  
Robert R. McCallen

STATE OF INDIANA,  
COUNTY OF WABASH, SS:

Before me, a Notary Public in and for said County, personally appeared the above named, Buck Point Limited Partnership, by Robert R. McCallen and Ronald E. Daymude, who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my and official seal at Wabash, Indiana, this 26<sup>th</sup> day of February, 1996.

Ann M. Shepler  
Notary Public

Commission Expires: 9-4-96



CONSENT

1657 N. HARBOR CROSSING, MARBLEHEAD, OH 43440,  
I, Lamont W. Mees, P.O. Box 60224, Rossford, Ohio 43460, owner  
of Unit #220, West Harbor Landing Boataminium, do hereby consent to  
the Third Amendment to the Declaration of West Harbor Landing  
Boataminium, a Marine Condominium.

IN WITNESS WHEREOF, I have signed my name the 22 day of  
MARCH, 1996.

Signed in the presence of:

Avita Scaffaro  
\* AVITA SCAFFARO

Lamont W. Mees  
Lamont W. Mees

Sandra Bogges  
\* SANDRA BOGGES

STATE OF OHIO,  
COUNTY OF Wood, SS:

Before me, a Notary Public in and for said County, personally  
appeared the above named, Lamont W. Mees, who acknowledged that he  
did sign the foregoing instrument, and that the same is his free  
act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official  
seal at Rossford, Ohio, this 22 day of March, 1996.

Deborah S. James  
NOTARY PUBLIC

12-19-98

CONSENT

West Harbor Group Inc., P.O. Box 644, Wabash, Indiana 46992, Owners of Units 199 and 200, West Harbor Landing Boataminium, do hereby consent to the Third Amendment to the Declaration of West Harbor Landing Boataminium, a Marine Condominium.

IN WITNESS WHEREOF, I have signed my name the 19<sup>th</sup> day of February, 1996.

Signed in the presence of:

West Harbor Group Inc.

Modena Mitchell  
Modena Mitchell

Ronald E. Daymude Trustee  
by: Robert E. McCallen, Trustee

Annette McCallen  
Annette McCallen

Ronald E. Daymude and  
Robert E. McCallen, Trustees

Indiana  
STATE OF OHIO,  
COUNTY OF Wabash, SS:

Before me, a Notary Public in and for said County, personally appeared the above named, West Harbor Group, Inc., by Ronald E. Daymude & Robert E. McCallen, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Wabash, IN, Ohio, this 19<sup>th</sup> day of February, 1996.

Modena Mitchell  
NOTARY PUBLIC

Com. Exp. 1/15/97



## EXHIBIT A

The Drawings required by Ohio Revised Code Chapter 5311 are recorded in Ottawa County Plat Records Volume 36, Page 60 through \_\_\_\_\_ and are hereby incorporated by reference herein.

FOURTH AMENDMENT  
TO THE DECLARATION  
OF  
WEST HARBOR LANDING BOATAMINIUM  
A Marine Condominium

CERTIFICATE OF AUDITOR

A copy of this Fourth Amendment to the Declaration of West Harbor Landing Boataminium, a Marine Condominium, was filed with this office on Oct 21, 1996.

James R. Suter  
County Auditor *by M. Gardner, dep*

This instrument prepared by:  
Graves & Kohli  
142 W. Water Street  
Oak Harbor, OH 43449  
gak:mrc 7.30.96

9600029146 - RE RECORDING  
Filed for Record in  
OTTAWA COUNTY, OHIO  
VIRGINIA M. PARK  
On 10-22-1996 At 09:12 am.  
AD 52.00  
Vol. 411 Pg. 520 - 530

9600029146  
GRAVES & KOHLI

This Fourth Amendment to the Declaration of West Harbor Landing Boataminium, A Marine Condominium, is being re-recorded to show Common Areas 1274 and 1285 as being assigned to Units 274 and 285, respectively, which were inadvertently omitted on Exhibit "B" of the original filing, and to restate the first paragraph of Page 2.

ARTICLE IX

Dissolution

The Association may be dissolved only as provided in Ohio Revised Code Chapter 1702.

ARTICLE X

Definitions

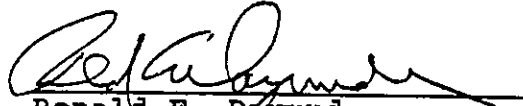
All terms used herein shall have the same meanings as set forth in By-Laws.

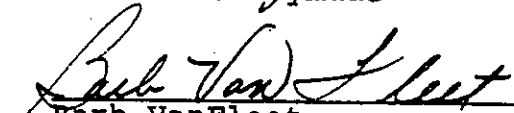
ARTICLE XI

Amendments

The Articles may be amended only under the same terms and conditions, and with the same approvals, as are provided in the By-Laws for its amendment.

  
Robert R. McCallen

  
Ronald E. Daymude

  
Barb VanFleet

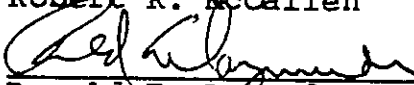
Incorporators

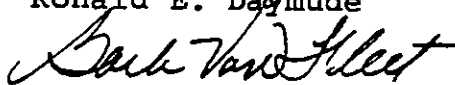
ORIGINAL APPOINTMENT OF AGENT

The undersigned, being at least a majority of the incorporators of WEST HARBOR LANDING BOATAMINIUM ASSOCIATION hereby appoint Robert R. McCallen, a natural person resident in the county in which the corporation has its principal office, upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. His complete address is 200 Lakeshore Drive, Port Clinton, Ottawa County, Ohio 43452.

WEST HARBOR LANDING BOATAMINIUM ASSOCIATION

  
Robert R. McCallen

  
Ronald E. Daymude



Port Clinton, Ohio

July 10, 1991

WEST HARBOR LANDING BOATAMINIUM ASSOCIATION

GENTLEMEN:

I, hereby accept appointment as agent of your corporation upon whom process, tax notices or demands may be served.

  
Robert R. McCallen



BY-LAWS  
OF  
WEST HARBOR LANDING BOATAMINIUM

ARTICLE I

NAME AND LOCATION

The name of the Association is West Harbor Landing Boataminium 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 of the Association shall be at such place in Ottawa County, Ohio as the Board of Trustees ("the Board"), 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 recorded simultaneously herewith with the Recorder of Ottawa County, Ohio.

ARTICLE III

UNIT OWNERS (MEMBERS)

Section 1. Composition. Each Unit Owner is a member of the Association and are hereinafter called members.

Section 2. Annual Meetings. Regular annual meetings of the members shall be held in the second 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 members may be called at any time by the president or by the Board, upon written request of members entitled to exercise one-fourth ( $\frac{1}{4}$ ) or more of the voting power of members.

Section 4. Notice of Meetings. Written notice of each meeting of members 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 member entitled to

vote thereat, addressed to the members address last appearing on the books of the Association, or supplied by such member 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 members present, in person or by proxy, at any duly called and noticed meeting of members, shall constitute a quorum for such meeting.

Section 6. Proxies. At any meeting of members, a member 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 member of his, her or its Unit.

Section 7. Voting Powers. Except as otherwise provided by law or otherwise specified in the development instruments, a majority of the voting power of members voting on any matter that may be determined by the members 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 members except as otherwise specifically provided in the Association organizational documents by law.

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

#### ARTICLE IV

##### BOARD OF TRUSTEES

Section 1. Initial Trustees. The initial trustees shall be those three 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 members, 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 members as provided in the Declaration.

Section 4. Nomination. Nominations for the election of Trustees to be elected by the members 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 members 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 members shall be by secret written ballot. At such elections, the members 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 member 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 three 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 Association organizational documents, that are not specifically and exclusively reserved to the members 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 Association 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 members, occupants and their guests thereon, and establish penalties for the infraction thereof;
- (g) suspend the voting rights of a member during a period in which such member 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 Association 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 Association organizational documents); and

- (j) do all things and take all actions permitted to be taken by the Association By-Laws, or the Association organizational documents not specifically reserved thereby to others.
- (k) Capital improvements costing over Ten Thousand and no/100 (\$10,000.00) shall be subject to a 51% affirmative vote of the Unit Owners (members) regardless if present at any meeting duly called therefor or not.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at each annual meeting of members, or at any special meeting when such statement is requested in writing by members representing one-half (1/2) or more of the voting power of members;
- (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 member;
  - (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 members 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 Association 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 instead 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 members and the holders and insurers of first mortgages on lots. Likewise during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by members, lenders and their insurers, and prospective purchasers, current copies of the Association organizational documents and the rules and regulations governing operation of the Association.

#### 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 furnished earlier than ninety (90) days following the end of such fiscal year. An audit shall be conducted every two years after the Declarant has sold all of its Units.

ARTICLE IX

FISCAL YEAR

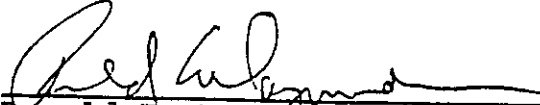
Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

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 Association 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 10th day of JULY, 1991.

  
\_\_\_\_\_  
Ronald E. Daymode

  
\_\_\_\_\_  
Robert R. McCallen



RECEIVED  
OTTAWA CO. RECORDER  
VIRGINIA M. PARK

1993 MAY -3 AM 11:48

RECORDED May 4, 1993  
VOL 380 PG 810 FEE 26.00  
PORT CLINTON, OHIO

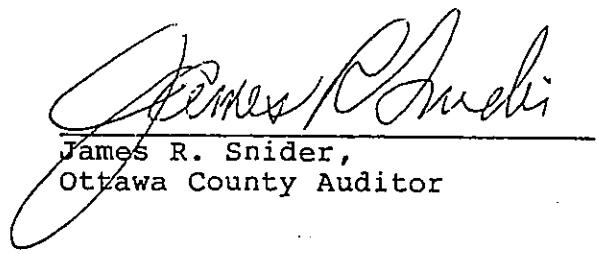
090942  
246060

FIRST AMENDMENT  
TO THE DECLARATION  
OF

WEST HARBOR LANDING BOATAMINIUM  
A Marine Condominium

CERTIFICATE OF AUDITOR

A copy of this First Amendment to the Declaration of West  
Harbor Landing Boataminium, a Marine Condominium, was filed  
with this office of MAY 3., 1993.

  
James R. Snider,  
Ottawa County Auditor

This instrument prepared by:  
John A. Kocher, Attorney at Law  
Meyer, Kocher, Loeffler and Wargo  
101 1/2 Madison St., P.O. Box 37  
Port Clinton, OH 43452

For 3rd Amendment see Vol. 408 Pg. 286 (93)

John Kocher

FIRST AMENDMENT TO  
DECLARATION FOR  
WEST HARBOR LANDING BOATAMINIUM,  
A Marine Condominium

THIS AMENDMENT TO DECLARATION is made and entered into this 11 day of MARCH, 1993, by Buck Point Limited Partnership, a partnership (herein referred to as "Declarant"), for the purpose of submitting certain property to condominium use and ownership in accordance with the provisions of Chapter 5311 of the Ohio Revised Code (herein referred to as the "Act").

WHEREAS on July 30, 1991, Declarant filed with the Ottawa County Recorder, a Declaration of Condominium Ownership (herein referred to as the "Original Declaration") for West Harbor Landing Boataminium, a Marine Condominium, with Original Declaration and Bylaws attached thereto were recorded in Ottawa County Recorder's Office Volume 366, Pages 209 through 265, and which Original Declaration was accompanied by Drawings (herein referred to as the "Original Drawings") recorded in Volume 31, Pages 22 through 22-K by which condominium ownership was established pursuant to the provisions of the Act for the Condominium Property (as defined in the Original Declaration; and

WHEREAS, pursuant to the provisions of the Act, Declarant reserved the Option in the Original Declaration to expand the Condominium Property by submitting any or all of the Additional Condominium Property (as defined in the Original Declaration) to the provision of the Act; and

WHEREAS, Declarant, pursuant to the provisions of Article XVII Expansions of the Original Declaration, desires to amend the Original Declaration, in accordance with the provisions of Section 5311.051 of the Act for the purpose of expanding the Condominium Property by addition thereto and making a part thereof a portion of the Additional Condominium Property.

NOW THEREFORE, Declarant hereby declares as follows:

1. Declarant hereby submits to the provisions of the Act that portion of the "Additional Condominium Property" which consists of the land described on Exhibit "A" attached hereto, and being Unit Numbers, 303, 304, 305, 309 and 310 with Appurtenant Limited Common Area Numbers 1303, 1304, 1305, 1309 and 1310, all other structures, improvements and facilities that may hereafter be constructed or installed on the parcel herein, all easements, rights and appurtenances thereunto belonging.

2. Unless otherwise specifically defined herein, all terms used herein shall have the respective meanings ascribed thereto in the Original Declaration.

3. Unless the context expressly otherwise requires, all references in the Original Declaration, in the Bylaws attached thereto, in the Original Drawings (as referred to in Subsection 3(c) hereof) are amended as set forth herein:

- (a) to "Condominium Property" - shall mean and include as a part thereof the real estate originally declared into the condominium and the real estate added by First Amendment;
- (b) to "Declaration" - shall mean and include as a part thereof the First Amendment to Declaration of Condominium Ownership; and
- (c) to "Drawings" - shall mean and include as a part thereof the Supplemental Drawings, to be attached hereto as Exhibit "C" (which comprise the "Additional Drawings", as defined in the Original Declaration), and were prepared and certified by registered architects or registered engineers and registered surveyors, in accordance with Section 5311.07 of the Act; and
- (d) to "Unit" - shall mean and include as a part thereof that part of the Condominium Property (as amended by Section 3(a) hereof) designated in Article IV of the Original Declaration and delineated as such on the Drawings.

4. Article IV DESCRIPTION OF PROJECT AND UNITS of the Original Declaration is hereby amended as follows:

Section 3 - Unit Designations. The original Declaration brought in 51 Units numbered 201 through 231; 238 through 245; 297 through 302; 306 through 308; and 199 through 200. This First Amendment brings in 5 Units numbered 303, 304, 305, 309 and 310. Each Unit has an appurtenant Limited Common Area with a corresponding number in the 1000 series, for example Unit 303's Limited Common Area is 1303. Exhibit C designates the Plat Book and Page of the Drawings which show the location of the Units and Limited Common Areas. Exhibit B contains the list of Units and appurtenant Limited Common Areas.

5. Pursuant to Article V Section 3 of the Original Declaration, the respective percentages of interest pertaining to each Unit, as listed on Exhibit "B" attached to the Original Declaration are hereby amended to consist of the percentages of interest designated on Exhibit "B" attached hereto.

6. Notwithstanding any contrary provision in the Original Declaration or in the Bylaws attached thereto, the Unit Owners of Units on the Parcel added hereby shall not have any right or title to or interest in funds of the Association nor any liability for expenses of the Association which are allocable to a period preceding the date on which this Amendment to Declaration is filed with the Ottawa County Recorder.

7. The Original Declaration, the Bylaws attached thereto, and the Original Drawings, as each of the foregoing are hereby amended and supplemented, shall be and remain in full force and effect and are hereby incorporated into this instrument as if fully rewritten herein.

8. The invalidity or unenforceability of any provisions of this Amendment to Declaration shall not affect or impair the validity or enforceability of any other provision of this Amendment to Declaration.

9. All Exhibits referred to in this Amendment to Declaration and attached hereto constitute an integral part of this Amendment to Declaration.

IN WITNESS WHEREOF, Buck Point Limited Partnership by its General Partners, Robert R. McCallen and Ronald E. Daymude, have caused this instrument to be executed by them, this 11th day of March, 1993, ~~XXXXXX~~

IN THE PRESENCE OF:

DECLARANT:  
Buck Point Limited Partnership

Modena Mitchell

Robert R. McCallen  
Robert R. McCallen,  
General Partner

Melinda Turpen

Ronald E. Daymude  
Ronald E. Daymude,  
General Partner

STATE OF ~~OHIO~~, INDIANA  
COUNTY OF ~~OKTAWA~~ WABASH: SS

Before me, a Notary Public in and for said County and State, personally appeared the above named Buck Point Limited Partnership, by its general partners, Robert R. McCallen and Ronald E. Daymude, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed and the free act and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Port Clinton, Ohio, and hereby certify the foregoing, this 11th day of March, 1993, ~~XXXXXX~~

Modena Mitchell  
NOTARY PUBLIC

Modena Mitchell, Resident of Wabash Co., IN  
Comm. Expires: 4/1/95

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

westharborcove#2/first-2

EXHIBIT A  
THREE PAGES  
LEGAL DESCRIPTION OF LAND

## TRACT - " A "

Being part of lot Sixteen (16) of the Firelands Survey, Section Three (3), Danbury Township, Ottawa County, Ohio, and being more described as follows:

Beginning at a found iron rod marking the intersection of the centerline of Buck Road, said centerline being the east line of Lot Sixteen (16) of the Firelands Survey, and the north line of a parcel of land now owned by LuMac Development company, Deed Volume 308 Page 844, Ottawa County Recorder's Office; thence North 89 degrees 14 minutes 16 seconds West ( assumed bearing and basis for all bearings this description ) a distance of 2810.03 feet along the south right of way line of Cedar Cove Drive to a point; thence North 00 degrees 45 minutes 44 seconds East a distance of 520.00 feet to a point; thence South 89 degrees 23 minutes 31 seconds East a distance of 127.85 feet to the point of beginning; said point also being North 89 degrees 23 minutes 31 seconds West along the south line of Dock Unit 9 Extended, a distance of 28.50 feet from the Southwest corner of said Dock Unit 9; thence South 89 degrees 23 minutes 31 seconds East along said extended south line, a distance of 28.00 feet to a point; said point also being North 89 degrees 23 minutes 31 seconds West along the south line of said Dock Unit 9 Extended, a distance of 0.50 feet from the Southwest corner of said Dock Unit 9; thence North 00 degrees 36 minutes 29 seconds East on a line parallel with the West line of said Dock Unit 9 and 0.50 feet from said west line, a distance of 36.00 feet to a point, said point also being North 89 degrees 23 minutes 31 seconds West along the North line of said Dock Unit 9 Extended, a distance of 0.50 feet from the Northwest corner of said Dock Unit 9; thence North 89 degrees 23 minutes 31 second West on said North line extended, a distance of 28.00 feet to a point, said point also being North 89 degrees 23 minutes 31 seconds West along the North line of said Dock Unit 9 Extended, a distance of 28.50 feet from the Northwest corner of said Dock Unit 9; thence South 00 degrees 36 minutes 29 West on a line parallel with the West line of said Dock Unit 9 and 28.50 feet from said west line, a distance of 36.00 feet to the point of beginning; containing 0.023 acres more or less.

## TRACT - " B "

Being part of lot Sixteen (16) of the Firelands Survey, Section Three (3), Danbury Township, Ottawa County, Ohio, and being more described as follows:

Beginning at a found iron rod marking the intersection of the centerline of Buck Road, said centerline being the east line of Lot Sixteen (16) of the Firelands Survey, and the north line of a parcel of land now owned by LuMac Development company, Deed Volume 308 Page 844, Ottawa County Recorder's Office; thence North 89 degrees 14 minutes 16 seconds West ( assumed bearing and basis for all bearings this description ) a distance of 2810.03 feet along the south right of way line of Cedar Cove Drive to a point; thence North 00 degrees 45 minutes 44 seconds East a distance of 626.86 feet to a point; thence South 89 degrees 08 minutes 02 seconds East a distance of 490.92 feet to the point of beginning; said point also being North 89 degrees 08 minutes 02 seconds West along the South line of Dock Unit 302 Extended a distance of 42.44 feet from the Southwest corner of said Dock Unit 302, thence South 89 degrees 08 minutes 02 seconds East along said extended south line a distance of 41.94 feet to a point; said point also being North 89 degrees 08 minutes 02 seconds West along the South line of Dock Unit 302 Extended a distance of 0.50 feet from the Southwest corner of said Dock Unit 302, thence North 00 degrees 51 minutes 58 seconds East on a line parallel with the West line of said Dock Unit 302 and 0.50 feet from said West line, a distance of 36.00 feet to a point; said point also being North 89 degrees 08 minutes 02 seconds West along the North line of Dock Unit 302 Extended a distance of 0.50 feet from the Northwest corner of said Dock Unit 302, thence North 89 degrees 08 minutes 02 second West along said extended North line a distance of 41.94 feet to a point; said point also being North 89 degrees 08 minutes 02 seconds West along the North line of Dock Unit 302 Extended a distance of 42.44 feet from the Northwest corner of said Dock Unit 302, thence South 00 degrees 51 minutes 58 West on a line parallel with the West line of said Dock Unit 302 and 42.44 feet from said West line, a distance of 36.00 feet to the point of beginning; containing 0.035 acres more or less.

TRACT- " C "

Being part of lot Sixteen (16) of the Firelands Survey, Section Three (3), Danbury Township, Ottawa County, Ohio, and being more described as follows:

Commencing at a found iron rod marking the intersection of the centerline of Buck Road, said centerline being the east line of Lot Sixteen (16) of the Firelands Survey, and the north line of a parcel of land now owned by LuMac Development company, Deed Volume 308 Page 844, Ottawa County Recorder's Office; thence North 89 degrees 14 minutes 16 seconds West ( assumed bearing and basis for all bearings this description ) a distance of 30.00' feet; thence North 00 degrees 00 minutes 00 seconds East over and along a line parallel with the centerline of Buck Road, said line being the west right-of-way line of Buck Road, a distance of 50.00' feet to a point; thence; North 03 degrees 25 minutes 44 seconds East over and along the west right-of-way line of Buck Road, a distance of 167.19 feet to a point; thence North 00 degrees 00 minutes 00 seconds East over and along a line parallel with the centerline of Buck Road, said line being the west right-of-way line of Buck Road, a distance of 335.45 feet to a point on the south line of West Harbor Shores Subdivision; thence North 70 degrees 26' minutes 36 seconds West along the said south line of West Harbor Shores a distance of 47.75 feet to the true point of beginning for this description:

Thence North 70 degrees 26 minutes 36 seconds West along said South line of West harbor Shores, distance of 109.39 feet to a point; thence North 81 degrees 39 minutes 00 seconds West along the south line of said West Harbor Shores, a distance of 95.18' feet to a point; thence South 00 degrees 17 minutes 53 seconds West a distance of 205.63 feet to the northwest corner of Limited common area 1302 as platted in West harbor Landing Boataminium; thence South 89 degrees 14 minutes 16 seconds East a distance of 198.33 feet to the northeast corner of Limited common area 1308 as platted in West harbor Landing Boataminium; thence North 00 degrees 00 minutes 00 seconds West on a line parallel with the centerline of Buck Road, a distance of 157.83 feet to the true point of beginning, containing 0.850 acres more or less, and subject to all legal easements of record.



VOL:380 PG:0819

EXHIBIT C

The Drawings required by Ohio Revised Code Chapter 5311 are recorded in Ottawa County Plat Records Volume 33, Page 13 through 13D and are hereby incorporated by reference herein.

5  
M17W

VIRGINIA PARK, RECORDER  
OTTAWA COUNTY, OHIO  
RECEIVED

95 APR 25 PM 3:26

RECORDED APRIL 26, 1995  
AT VOL. 396 PG. 58  
OF SEED RECORD  
FEES 46.00

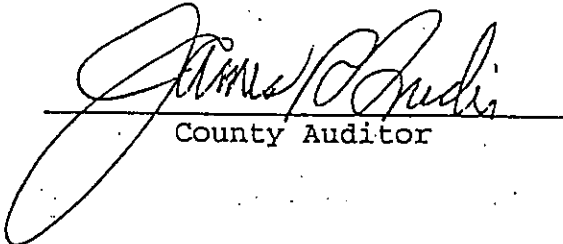
649110

SECOND AMENDMENT  
TO THE DECLARATION  
OF

WEST HARBOR LANDING BOATAMINIUM  
A Marine Condominium

CERTIFICATE OF AUDITOR

A copy of this Second Amendment to the Declaration of West Harbor Landing Boataminium, a Marine Condominium, was filed with this office on APRIL 25, 1995.

  
County Auditor

This instrument prepared by:  
John A. Kocher, Attorney at Law  
Meyer, Kocher, Loeffler & Wargo  
Port Clinton, Ohio 43452

For 3rd Amendment see Vol 408 Pg. 286 (95)

Don't see Sub 2

SECOND AMENDMENT TO  
DECLARATION FOR  
WEST HARBOR LANDING BOATAMINIUM,  
A Marine Condominium

THIS AMENDMENT TO DECLARATION is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1995, by Buck Point Limited Partnership, a partnership, (hereinafter referred to as "Declarant"), for the purpose of submitting certain property to condominium use and ownership in accordance with the provisions of Chapter 5311 of the Ohio Revised Code (herein referred to as the "Act").

WHEREAS, on July 30, 1991, Declarant filed with the Ottawa County Recorder, a Declaration of Condominium Ownership (herein referred to as the "Original Declaration") for West Harbor Landing Boataminium, a Marine Condominium, with Original Declaration and Bylaws attached thereto, were recorded in Ottawa County Recorder's Office Volume 366, Pages 209 through 265, and which Original Declaration was accompanied by Drawings (herein referred to as the "Original Drawings") recorded in Volume 31, Pages 22 through 22-K, by which condominium ownership was established pursuant to the provisions of the Act for the Condominium Property (as defined in the Original Declaration); and

WHEREAS, on May 4, 1993, Declarant filed the First Amendment for West Harbor Landing Boataminium, a Marine Condominium, which was recorded in Ottawa County Recorder's Office Volume 380, Pages 810 through 819, which was accompanied by Drawings recorded in Volume 33, Pages 13 through 13D; and

WHEREAS, pursuant to the provisions of the Act, Declarant reserved the option in the Original Declaration to expand the Condominium Property by submitting any or all of the Additional Condominium Property (as defined in the Original Declaration) to the provisions of the Act; and

WHEREAS, Declarant, pursuant to the provisions of Article XVII Expansions of the Original Declaration, desires to amend the Original Declaration, as previously amended, in accordance with the provisions of Section 5311.051 of the Act for the purpose of expanding the Condominium Property by adding thereto and making a part thereof a portion of the Additional Condominium Property.

NOW, THEREFORE, Declarant hereby declares as follows:

1. Declarant hereby submits to the provision of the Act that portion of the "Additional Condominium Property" which consists of the land described on Exhibit "A" attached hereto, and being Unit Numbers, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 392, 393 and 394 with Appurtenant Limited Common Area Numbers 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1392, 1393 and 1394, all other structures, improvements and facilities that may hereafter be constructed or installed on the parcel herein, all easements, rights, and appurtenances thereunto belonging.

2. Unless otherwise specifically defined herein, all terms used herein shall have the respective meanings ascribed thereto in the Original Declaration.

3. Unless the context expressly otherwise requires, all references in the Original Declaration, in the Bylaws attached

thereto, in the Original Drawings (as referred to in Subsection 3(c) hereof) are amended as set forth herein:

- (a) to "Condominium Property" - shall mean and include as a part thereof the real estate originally declared into the condominium and the real estate added by the First Amendment and the Second Amendment; and
- (b) to "Declaration" - shall mean and include as a part thereof the First Amendment and Second Amendment to Declaration of Ownership; and
- (c) to "Drawings" - shall mean and include as a part thereof the Supplemental Drawings, to be attached hereto as Exhibit "C" (which comprise the "Additional Drawings", as defined in the Original Declaration), and were prepared and certified by registered architects or registered engineers and registered surveyors, in accordance with Section 5311.07 of the Act; and
- (d) to "Unit" - shall mean and include as a part thereof that part of the Condominium Property (as amended by Section 3(a) hereof) designated in Article IV of the Original Declaration and delineated as such on the Drawings.

4. Article IV DESCRIPTION OF PROJECT AND UNITS of the Original Declaration is hereby amended as follows:

Section 3 - Unit Designations. The original Declaration brought in 51 Units numbered 201 through 232; 238 through 245; 297 through 302; 306 through 308; and 199 through 200. The First Amendment brought in 5 Units numbered 303, 304, 305, 309 and 310. This Second Amendment brings in 13 Units numbered 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 392, 393 and 394. Each Unit has an appurtenant Limited Common Area with a corresponding number in the 1000 series, for example Unit 303's Limited Common Area is 1303. Exhibit C designates the Plat Book and Page of the Drawings which show the location of the Units and Limited Common Areas. Exhibit B contains the list of Units and appurtenant Limited Common Areas.

5. Pursuant to Article V, Section 3 of the Original Declaration, the respective percentages of interest pertaining to each Unit, as listed on Exhibit "B" attached to the Original Declaration are hereby amended to consist of the percentages of interest designated on Exhibit "B" attached hereto.

6. Notwithstanding any contrary provision in the Original Declaration or in the Bylaws attached thereto, the Unit Owners of Units on the Parcel added hereby shall not have any right or title to or interest in funds of the Association nor any liability for expenses of the Association which are allocable to a period preceding the date on which this Amendment to Declaration is filed with the Ottawa County Recorder.

7. The Original Declaration, the Bylaws attached thereto, and the Original Drawings, as each of the foregoing are hereby amended and supplemented, shall be and remain in full force and effect and are hereby incorporated into this instrument as if fully rewritten herein.

8. The invalidity or unenforceability of any provision of this Amendment to Declaration shall not affect or impair the validity or enforceability of any other provision of this Amendment to Declaration.

9. All Exhibits referred to in this Amendment to Declaration and attached hereto constitute an integral part of this Amendment to Declaration.

IN WITNESS WHEREOF, Buck Point Limited Partnership, by its General Partners, Robert R. McCallen and Ronald E. Daymude, have caused this instrument to be executed this 370 day of APRIL, 1995.

IN THE PRESENCE OF:

DECLARANT:

BUCK POINT LIMITED PARTNERSHIP

[Signature]  
RAYMOND C WEBER

[Signature]  
Robert R. McCallen,  
General Partner

[Signature]  
JOHN A. KOCHER

[Signature]  
Ronald E. Daymude,  
General Partner

STATE OF OHIO,  
COUNTY OF OTTAWA, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named Buck Point Limited Partnership, by its general partners, Robert R. McCallen and Ronald E. Daymude, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Port Clinton, Ohio, and hereby certify the foregoing, this 370 day of APRIL, 1995.



[Signature]  
NOTARY PUBLIC

JOHN A. KOCHER  
Notary Public - State of Ohio  
My Commission For Life

This instrument prepared by:  
John A. Kocher, Attorney at Law  
Meyer, Kocher, Loeffler & Wargo  
Port Clinton, Ohio 43452

condo/west

Section 4. Composition of Units.

(a) "Water Slip" Units. Each Water Slip Unit consists of the land under a portion of the water in a water slip or the land under a portion of the water in a water slip, and under a portion of the piers or wharves that form the water slip, which portion of water or portion of water, piers, and wharves is used for the mooring of watercraft and is designated as a Unit herein and delineated on the drawings. No part of the piers, wharves, the land under the piers or wharves or other Common Areas is included within the Water Slip Unit.

(b) Unit Sizes; Location and Components. The designations, locations and dimensions and the immediate common area to which it has access or each Unit is shown on the drawings as Exhibit C.

(c) Depth of Water. The Declarant does not guarantee and shall not be responsible to maintain the depth of water.

Section 5. Restriction on Transfer. The Limited Common Area is an appurtenance to the Boat Slip Unit and may not be separated therefrom sold or otherwise encumbered.

ARTICLE V  
COMMON AND LIMITED COMMON AREAS

Section 1. Common Areas - Description. All of the Boatamium Property, including all of the land and all improvements, thereon and appurtenances thereto, except those portions labeled or described herein or in the Drawings 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, and in each case, consist of a plat of ground upon which to place and connect a Manufactured Home, and, in each case, these areas are reserved for the exclusive use of the Units which are serviced thereby. The finger docks are Limited Common Areas limited to the use of the two units adjacent and contiguous thereto. The cantilevered docks are a Limited Common Area limited to the use of the adjacent and contiguous Unit. These Limited Common Areas are adjacent and contiguous to Units 202 through 211 and may as shown on the drawings be expanded to the total width of the corresponding Unit. The land underneath the Unit shall be Limited Common Area to the Unit above.

Section 3. Undivided Interest. The undivided interest of each Unit in the Common Areas is based on each Unit and Limited Common Area having a par value of one as set forth in Exhibit B and the percentage calculated in relation to the total summation of par value.



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.

## ARTICLE VI

### 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 Boataminium. The Declarant presently is the sole member of the Association.

Section 2. Membership. Membership in the Association shall be limited to the Unit Owner's, and every person or entity who is or becomes a record owner of a fee simple interest in a Unit 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 appurtenant limited common area and a proportionate part of a vote for ownership of an undivided fee simple interest therein.

Section 4. Board of Trustees. The Board initially shall be those two 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, 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 sold and conveyed to the maximum number of Units that may be created (500).

Within thirty days after the earlier of (a) three years from the date of the establishment of the Association, or (b) the sale, to buyers in good faith and for value, of 75% of the Units, the Association shall meet and all Unit Owners, including the Declarants, shall elect three 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 three 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 one Trustee whose terms then expire shall be elected to serve a three-year term.

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 the 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 Association organizational documents, that are not specifically reserved to Unit Owners including the right to adopt rules and regulations for the orderly administration and health and welfare of the Unit Owners. Such rules and regulations shall not be deemed to be an amendment of this Declaration.

Section 6. Trustee of West Harbor Group, Inc. This Association shall elect one of its members who may be a Trustee of this Association to be a Trustee on the Board of West Harbor Group, Inc., an Ohio non-profit group which is the umbrella corporation that shall run the water plant, lines and wells, pool, common roads, common areas and channel for the common benefit of this development as well as others.

Section 7. 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 VII

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 Association is situated is: John A. Kocher, Attorney, 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 VIII

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, docks, lawns, shrubs, trees, walkways, road, driveways, sewage systems, water system, and all buildings which are a part of the Common Areas. The Association shall also maintain the average depth of water as specified in the Corporate Property deed.

Section 2. Individual Responsibility. Each Unit Owner shall keep his manufactured home located within his Limited Common Area in good repair. Each Unit Owner shall be responsible for all utility repair expense which serves only the owners limited common area together with all increase in cost for repairs made by association (for example if put in a blacktop drive the owner would pay for the cutting and replacement if the Association had to repair a water line thereunder). Each Unit Owner shall be responsible to keep his grass mowed and shrubs trimmed. In the event a Unit Owner fails to keep his grass mowed and shrubs trimmed the Association shall perform said acts and bill the individual owner therefore. 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 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. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board and/or the Ottawa County Board of Health. In addition the Owners of Units 201 through 211, 226 and 239 shall be responsible to maintain and pay the electricity and the maintenance for the bubble system used to prevent dock damage in the winter.

## ARTICLE IX

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 a public utility company to that Unit and its Limited Common Area. Each Unit Owner also agrees to be a member of West Harbor Group, Inc., an Ohio Non-profit Corporation, and to abide by its Articles of Incorporation, ByLaws and Rules and Regulations and to pay any assessments therefrom. In addition, Units 201 through 211, 226 and 239 agree to pay on a prorata basis the cost of the electricity and maintenance to run the bubbler system which services only those Units.

## ARTICLE X

INSURANCE

Section 1. Liability Insurance. The Board shall obtain and maintain a comprehensive policy of public liability insurance covering the total park, 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 2. 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 3. Unit Owners' Insurance. Any Unit Owner or occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Owner or occupant may determine. 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. 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 4. 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.

Section 5. 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. 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 6. 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 XI

### 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 interest, 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 Unit timely written notice of such proceeding or proposed acquisition.

## ARTICLE XII

### 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 the 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 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 Association 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 Association Property including the repair of waterlines, sewer lines, etc.

Section 3. Easements for Utilities. There is hereby created upon, over and under all of the Association 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 Association Property, so long as such poles, equipment, wires, circuits and conduits do not unreasonably interfere with the use and enjoyment of the Association 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 4. 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 5. Power of Attorney. Each Unit Owner, by acceptance of a Deed, 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 6. 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 to Cedar Cove Drive for ingress and egress for pedestrian and vehicular access.

Section 7. General. The easements and grants provided herein shall in no way affect any other recorded grant or easement.

Section 8. 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 the docks and other 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 9. Easement of Enjoyment in Corporate Property.

(a) The rights and obligations of a Unit Owner in the Corporate Property and the limitations on those rights are more fully described in a certain Deed and Declaration of Covenants, Conditions, and Restrictions (hereinafter referred to as the "Corporate Property Deed") recorded in Volume 366, Page 152, of the Records of Deeds of Ottawa County, Ohio. The Corporate Property Deed conveys the Corporate Property from Declarant to West Harbor Group, Inc. Declarant hereby grants to the Unit Owners and to the Association the non-exclusive right and easement of enjoyment in and to the Corporate Property as stated therein.

(b) Every Unit Owner shall have the non-exclusive use and enjoyment over the roadways located on the Corporate Property. Declarant hereby grants to such Unit Owners and to the Association the non-exclusive use and enjoyment over the roadways located on the Corporate Property.

(c) The rights of the owners of Units and of the Association with respect to the Corporate Property shall be subject to a non-exclusive easement for access in favor of the West Harbor Group, Inc.

Section 10. Easements for Access and Parking. The rights of the owners of Units and of the Association with respect to that portion of the Common Areas and Facilities now or hereafter improved as roadways and general parking areas shall be subject to a non-exclusive easement for the use and enjoyment of such improvements which Declarant hereby reserves to the "Unit Owners". Declarant hereby grants to such Unit Owners and to the Association the non-exclusive right and easement to use that portion of the common Areas and Facilities of the Residential Properties as may now or hereafter be improved as roadways and general parking areas and walkways for parking and for access.

It is the intention of Declarant by the reservation granting access and parking easements as hereinabove provided to create cross easements of access and use of general parking facilities and roadways and sidewalks throughout all of the Residential Properties, such easements and rights of use to be subject to such reasonable regulations of uniform application to the owners of all Units.

Section 11. Easement to Run With Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having any interest in the Condominium Property, or any part or portion thereof. If title to any of the dominant and servient estates applicable to the easements herein created or referenced is joined, said easements created or referenced shall not be extinguished, but shall remain in full force and effect until specifically extinguished by a written and recorded instrument.

### ARTICLE XIII

#### 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-Apportionment: Due Dates.

(a) Annual Operating Assessments.

(1) At the time of the filing of this Declaration, 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 the 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;
- 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;
- g. an amount for real estate taxes due from the Association, if any.
- h. The assessment levied by West Harbor Group, Inc. against the Condominium Property for the maintenance of the Corporate Property will be included in the assessments to be made under this Article XIII. The creation, rate and procedures are more fully described in the Corporate property Deed. The assessment for the Corporate Property will be a common expense of the Association.

(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 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 the Unit Owner 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 which cost over \$10,000.00 shall not be constructed nor funds assessed therefore without the prior consent of Unit Owners exercising no less than fifty-one percent (51%) of the voting power of Unit Owners. Capital improvements less than \$10,000.00 shall be within the authority of the Board.

(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.

(d) Minimum Mandatory Capital Assessment.

The Board may levy an additional assessment against an individual Unit, or Units for a minimum annual capital assessment in an amount to be determined by the Board. Said funds shall be set aside for anticipated and expected dredging, dock replacement and sewer and water line replacement. This assessment shall be in addition to any necessary operating assessments.

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 subject 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 for Default.

(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), and (iii) charge a penalty equal to the quarterly assessment past due.

(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 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. A copy of said recorded certificate of lien shall be sent by certified mail, return receipt requested, to the last known address of the owner.

(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 Unit Owner's or Unit 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 Unit Owner or Unit 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 Unit Owner or Unit 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 Unit Owner 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 Unit Owner may waive or otherwise escape liability for the assessments provided for in these Restrictions by non-use of the Common Areas, or any part thereof, or by abandonment of his, her or its Unit.

(i) In the event of default by Unit Owner of any of the terms or conditions of the Unit Owner's deed, these Declarations, By-Laws, Articles of Incorporation or park rules and regulations the Association may bring an action to recover the Unit and the Unit Owner shall have sixty (60) days from notice of default by the Association to sell the Unit to a third party. In the event of failure to sell the Unit the Association may bring an action to sell the Unit as in the statutes so provided in the Ohio Revised Code relative to foreclosure.

Section 6. Subordination of the Lien to First Mortgage. The lien of the assessments provided for herein shall be subject and

subordinate to 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 XIV

##### NOTICE 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 Boataminium organizational 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 Boataminium;
3. any condemnation or eminent domain proceeding affecting the 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 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 Boataminium 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 XV

AMENDMENTS

Section 1. Power to Amend. Except as hereinafter provided, amendment of this Declaration or other Association organizational documents shall require (a) the consent of Unit Owners exercising not less than seventy-five (75%) of the voting power of Unit Owners.

(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;
- (iv) the fundamental purposes to which any Unit or the Common Areas are restricted; or
- (v) to amend the drawings if needed.

(b) The consent of all Unit Owners shall be required to remove the property from the provisions of Chapter 5311 of the Revised Code in which event the land shall remain a manufactured home park licensed by the State of Ohio.

(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 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, 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 XVI

### REMEDIES FOR BREACH OF COVENANTS AND REGULATIONS

Section 1. Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Board of Trustees of the Association or the breach of any covenant or provision contained in this Declaration or in the Bylaws of the Association, shall give the Board of Trustees the right, in addition to the rights hereinafter set forth in this Article, (i) to enter upon the land or Unit or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration and the Bylaws, and the Board of Trustees, or its agents, shall not be thereby deemed guilty in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

Section 2. Involuntary Sale. If any Unit Owner (either by his own conduct or by the conduct of any other occupant of the Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or of the Bylaws of the Association, or the regulations adopted by the Board of Trustees of the Association, and such violation shall continue for thirty (30) days after notice in writing from the Board of Trustees, or shall occur repeatedly during any thirty day period after written notice of request from the Board of Trustees to cure such violations, then the Board of Trustees shall have the power to issue to the defaulting owner a ten day notice in writing to terminate the rights of the said defaulting owner to continue as an owner and to continue to occupy, use or control the Unit and thereupon an action in equity may be filed by the Board of Trustees against the defaulting owner for a decree of mandatory injunction against the owner or occupant or, subject to the prior consent in writing of any mortgagee having a lien against the Unit of the defaulting



owner, which consent shall not be unreasonably withheld, in the alternative for a decree declaring the termination of the defaulting owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant and ordering that all of the right, title and interest of the owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's fees, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding, and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, may be paid to the owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit ownership and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

## ARTICLE XVII

### 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 together with the right to sell or assign that interest to others including all of its rights and easements herein. 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, unless Declarant, by written notice to the Association, elects to waive that option effective at a time prior to the expiration of that seven year period except that it is renewable for an additional seven year period expiration of the seven year period and with the consent of the majority of the unit owners other than the developer. There are no other circumstances that will terminate that option prior to the expiration of that seven year period.

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 when added to the Condominium Property will not exceed five hundred (500), provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of 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. Restrictions On 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 boat usage in the same manner as the Units included within this Condominium are so restricted except the limited common areas for the use of a mobile home may or may not be included.

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 to and of the types of Units then on the Condominium Property.

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.

Section 14. Supplementary Drawings. Shown on the drawings filed simultaneously herewith 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. However, if the underwater lands are added to this condominium it would have its own separate declaration governing the use, assessments iet. but would be administered by the same board of trustees.

(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 interest 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 XVIII

### GENERAL PROVISIONS

Section 1. 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 Association Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. 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 Association 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 3. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment of court shall in no way affect any other provisions, which provisions shall remain in full force and effect.

Section 4. 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 5. 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.

## ARTICLE XIX

### TITLE EXCEPTIONS

The title company offering owners policies of title insurance on the sale of the water slip units, as of the date of filing of this Declaration, has noted, among others, the following exceptions to title:

1. Exception is hereby taken to the rights of the public and others in and to water courses within the bounds of the premises guaranteed herein, or rights of use, or both, in that part of the land, if any, within the Common Areas as delineated on the drawings extending beyond the mean high water mark of the Portage River. Water courses, as set forth herein, shall mean any water included within the bounds of the premises guaranteed herein.

2. Exception is hereby taken to the consequences of the failure to maintain the height, depth, or presence of any water within the bounds of the premises guaranteed herein.

3. Subject to the rights of the state, federal and county governments or of any other governmental entities in and to any water of waterways within the bounds of the premises guaranteed herein and in and to any access channel.

4. Excepting from the premises guaranteed herein any part thereof resulting through change in the shoreline occasioned by other than natural causes or by natural causes other than accretion.

5. Exception is hereby taken to the rights of prior slip holders, renters, licensees or the like to the extent that such parties have a right to launch or dock a boat under prior leases, agreements or the like.

6. Subject to the terms and conditions appearing in the Declaration and by laws and in the drawings and plats for West Harbor Cove Boataminium as amended and recorded in Ottawa County Deed and Plat records of Ottawa County, Ohio.

7. Exception is hereby taken for any encroachment of docks, piers, and wharfs in and to the area designated as a Unit of West Harbor Cove Boataminium.

8. Exception is hereby taken for consequences of any activities arising from or causing a violation of the provisions of Chapter 5311 of the Ohio Revised Code, and specifically including Section 5311.27(A), as they may apply to the sale of condominium units which requires Declarant to furnish Boataminium instruments 15 days prior to closing.

Warranty deeds issued by Declarant will be issued subject to the rights of the public and subject to the rights of any governmental entity in any waterway within the Boataminium Property.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 10th day of July, 1991.

Signed and acknowledged in the presence of:

Buck Point Limited Partnership,  
A Partnership

John Kocher  
John Kocher  
Charles Amato

Robert R. McCallen  
Robert R. McCallen  
Ronald E. Daymude  
Ronald E. Daymude

STATE OF OHIO  
COUNTY OF OTTAWA, SS:

Before me, a Notary Public in and for said county and state, personally appeared the above named Buck Point Limited Partnership, a Partnership, by its general partners, Robert R. McCallen and Ronald E. Daymude, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed and the free act and deed of said partnership.

IN TESTIMONY WHEREOF, I hereto set my hand and official seal at Port Clinton, Ohio, this 10th day of July, 1991.

Charles S. Amato  
NOTARY PUBLIC

This instrument prepared by:  
John A. Kocher, Attorney at Law  
MEYER, KOCHER, LOEFFLER & WARGO  
Port Clinton, Ohio

westharbor#3/d-d19



## EXHIBIT A

WEST HARBOR LANDING  
BOATAMINIUM  
A MARINE CONDOMINIUM

Being part of lot Sixteen (16) of the Firelands Survey, Section Three (3), Danbury Township, Ottawa County, Ohio, and being more described as follows:

Beginning at a found iron rod marking the intersection of the centerline of Buck Road, said centerline being the east line of Lot Sixteen (16) of the Firelands Survey, and the north line of a parcel of land now owned by LuMac Development company, Deed Volume 308 Page 844, Ottawa County Recorder's Office; thence N 89 14'16" W a distance of 30.00' feet to the point of beginning located on the west right of way line of Buck Road and the south right of way line of Cedar Cove Drive; thence N 89 14'16" W a distance of 1211.26' feet to a point in line with the west edge of the West Harbor Marina Boat Channel; thence N 00 45'44" E a distance of 50.00' feet to a point; thence S 89 14'16" E a distance of 30.74' feet to a point located on the south west corner of dock 226; thence N 00 45'44" E a distance of 44.50' feet to a point on the north west corner of dock 226; thence S 89 14'16" E a distance of 19.26' feet to the centerline of the West Harbor Marina Boat Channel; thence N 00 45'44" E a distance of 510.51' feet along the centerline of the West Harbor Marina Boat Channel; thence N 89 14'16" W a distance of 1491.15' feet to a point in the middle of the West Harbor Marina Boat Channel; thence S 00 36'29" W a distance of 84.66' feet; thence N 89 23'31" W a distance of 127.85' feet; thence N 00 45'44" E a distance of 106.86' feet; thence S 89 08'02" E a distance of 532.86' feet to a point located at the south west corner of dock 302; thence N 00 51'58" E a distance of 93.80' feet to a point on a cul-de-sac; thence north east along a curve having a central angle of 78 10'14"; a radius of 50.00'; a arc length of 68.22'; a tangent of 40.61'; and a chord with bearing of N 49 56'03" E and distance of 63.05' feet. Thence north east along a reverse curve having a central angle of 46 34'04"; a radius of 30.00', an arc length of 24.38'; a tangent of 12.91'; and a chord with bearing of N 34 07'58" E and a distance of 23.72' feet. Thence N 57 25'00" E a distance of 14.62' feet to a point on the lot line of lot 1199; thence S 89 08'02" E a distance of 49.81 to a point on the north east corner of Lot 1199; thence S 00 51'58" W a distance of 127.00' feet to a point; thence N 89 08'02" W a distance of 38.80' feet to a point on the north west corner of dock 266. Thence S 00 51'58" W a distance of 36.00' feet to a point on the south west corner of dock 266; thence S 89 08'02" E a distance of 363.35' feet to a point on the south west corner of dock 240; thence N 00 51'58" E a distance of 36.00' feet to a point on the north west corner of dock 240; thence S 89 08'02" E a distance of 13.98' feet to a point on the north east corner of dock 240; Thence S 00 51'58" W a distance of 36.00' feet to a point on the south east corner of dock 240; thence S 89 08'02" E a distance of 13.98' feet to a point on the south west corner of dock 241; Thence N 00 51'58" E a distance of 36.00' feet to a



point on the north west corner of dock 241; thence S 89 08'02" E  
 a distance of 27.95' feet to a point on the north east corner of  
 dock 242; Thence S 00 51'58" W a distance of 36.00' feet to a  
 point on the south east corner of dock 242; thence S 89 08'02" E  
 a distance of 13.98' feet to a point on the south west corner of  
 dock 243; Thence N 00 51'58" E a distance of 36.00' feet to a  
 point on the north west corner of dock 243; thence S 89 08'02" E  
 a distance of 41.93' feet to a point on the north east corner of  
 dock 245; Thence S 00 51'58" W a distance of 36.00' feet to a  
 point on the south east corner of dock 245; thence S 89 08'02" E  
 a distance of 139.75' feet to a point on the south west corner of  
 dock 229; Thence N 00 51'58" E a distance of 36.00' feet to a  
 point on the north west corner of dock 229; thence S 89 08'02" E  
 a distance of 13.98' feet to a point on the north east corner of  
 dock 229; Thence S 00 51'58" W a distance of 36.00' feet to a  
 point on the south east corner of dock 229; thence S 89 08'02" E  
 a distance of 13.98' feet to a point on the south west corner of  
 dock 230; Thence N 00 51'58" E a distance of 36.00' feet to a  
 point on the north west corner of dock 230; thence S 89 08'02" E  
 a distance of 27.95 feet to a point on the north east corner of  
 dock 231; Thence S 00 51'58" W a distance of 36.00' feet to a  
 point on the south east corner of dock 231; thence S 89 08'02" E  
 a distance of 13.98' feet to a point on the south west corner of  
 dock 232; Thence N 00 51'58" E a distance of 36.00' feet to a  
 point on the north west corner of dock 232; thence S 89 08'02" E  
 a distance of 13.98' feet to a point on the north east corner of  
 dock 232; Thence S 00 51'58" W a distance of 36.00' feet to a  
 point on the south east corner of dock 232; thence S 89 08'02" E  
 a distance of 97.83' feet to a point on the south west corner of  
 dock 214; thence N 00 51'58" E a distance of 36.00' feet to a  
 point on the north west corner of dock 214; thence S 89 08'02" E  
 a distance of 27.95 feet to a point on the north east corner of  
 dock 215; Thence S 00 51'58" W a distance of 36.00' feet to a  
 point on the south east corner of dock 215; thence S 89 08'02" E  
 a distance of 13.98' feet to a point on the south west corner of  
 dock 216; Thence N 00 51'58" E a distance of 36.00' feet to a  
 point on the north west corner of dock 216; thence S 89 08'02" E  
 a distance of 27.95' feet to a point on the north east corner of  
 dock 217; Thence S 00 51'58" W a distance of 36.00' feet to a  
 point on the south east corner of dock 217; thence S 89 08'02" E  
 a distance of 13.98' feet to a point on the south west corner of  
 dock 218; Thence N 00 51'58" E a distance of 36.00' feet to a  
 point on the north west corner of dock 218; thence S 89 08'02" E  
 a distance of 41.93' feet to a point on the north east corner of  
 dock 220; Thence S 00 51'58" W a distance of 36.00' feet to a  
 point on the south east corner of dock 220; thence S 89 08'02" E  
 a distance of 13.98' feet to a point on the south west corner of  
 dock 221; Thence N 00 51'58" E a distance of 36.00' feet to a  
 point on the north west corner of dock 221; thence S 89 08'02" E  
 a distance of 41.93' feet to a point on the north east corner of  
 dock 225; Thence S 00 51'58" W a distance of 36.00' feet to a  
 point on the south east corner of dock 225; thence S 89 08'02" E  
 a distance of 41.95' feet to a point on the south west corner of  
 dock 212; Thence N 00 51'58" E a distance of 36.00' feet to a

point on the north west corner of dock 212; thence S 89 08'02" E a distance of 5.28' feet to the PC of a curve at the South R/W. Thence north east along a curve having a central angle of 39 30'25"; a radius of 263.53'; an arc length of 181.71'; a tangent of 94.64'; and a chord with bearing of N 71 06'45" E and a distance of 178.14' feet. Thence N 51 21'32" E a distance of 136.61' feet to a point; thence south east along a curve having a central angle of 23 09'36"; a radius of 125.00'; an arc length of 50.53'; a tangent of 25.61'; and a chord with bearing of S 57 06'47" E and a distance of 50.18' feet. thence S 67 04'37" E a distance of 22.33' to the north east corner of lot 1238; thence S 00 46'09" W a distance of 87.40' feet to the south east corner of lot 1238; thence N 89 14'16" W a distance of 94.56' feet to a point; thence S 00 45'51" W a distance of 274.00' to the north east corner of lot 1219; thence S 89 14'16" E a distance of 220.06' feet to a point; thence S 00 46'13" W a distance of 360.00' to the south east corner of lot 1239; thence S 89 14'16" E a distance of 440.01' feet to a point; thence N 00 17'53" E a distance of 360.01' feet to a point; thence S 89 14'16" E a distance of 243.34' feet to a point on the west R/W of Buck Road; thence S 00 00'00" W along the Buck Road R/W a distance of 193.01' feet to a point; thence S 03 25'44" W along the R/W of Buck Road a distance of 167.19' feet to a point; thence S 00 00'00" W a distance of 50.00' feet to the point of beginning, containing 10.9766 acres more or less.

## EXHIBIT B

All Units together with their appurtenant Limited Common Areas have been assigned a par value of one therefor each Unit Percentage Interest in the Common Areas of the condominium since there are fifty-one Units is  $1/51 = 1.96078\%$ .

The Unit number and its appurtenant Limited Common Areas are as follows:

<u>UNIT</u>	<u>LCA</u>	<u>UNIT</u>	<u>LCA</u>
201	1201	240	1240
202	1202	241	1241
203	1203	242	1242
204	1204	243	1243
205	1205	244	1244
206	1206	245	1245
207	1207	297	1297
208	1208	298	1298
209	1209	299	1299
210	1210	300	1300
211	1211	301	1301
212	1212	302	1302
213	1213	306	1306
214	1214	307	1307
215	1215	308	1308
216	1216	199	1199
217	1217	200	1200
218	1218		
219	1219		
220	1220		
221	1221		
222	1222		
223	1223		
224	1224		
225	1225		
226	1226		
227	1227		
228	1228		
229	1229		
230	1230		
231	1231		
232	1232		
238	1238		
239	1239		



# The State of Ohio

**Bob Taft**  
Secretary of State

800854

## 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 MIS

WEST HARBOR LANDING BOATAMINIUM ASSOCIATION of:

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

Recorded on Roll H170 at Frame C520 of  
the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at  
Columbus, Ohio, this 5TH day of AUG,  
A.D. 19 91.



*Bob Taft*  
**Bob Taft**  
Secretary of State

APPROVED

NON-PROFIT ARTICLES OF INCORPORATION  
WEST HARBOR LANDING BOATAMINIUM ASSOCIATION

By.....  
Date.....  
Amount.....

The undersigned hereby forms a corporation not-for-profit and certified:

ARTICLE I

Name

The name of the corporation is West Harbor Landing Boataminium Association "the Association".

ARTICLE II

Principal Office

The principal office of the Association shall be c/o Charter Captains Marina, 1600 N. Buck Road, Lakeside-Marblehead, Ohio 43440 such place in Ottawa County, Ohio, as the Board of Trustees of the Association shall specify from time to time.

ARTICLE III

Purpose and Powers

Forthwith upon the creation of the Association the undersigned is creating a manufactured home park and boat slip known as West Harbor Landing Boataminium Association. The purposes for which the Association is formed is to provide for the maintenance, preservation and architectural control of the park and boat slip, to promote the health, safety and welfare of the residents, to assess its members for funds to accomplish its function, and for these purposes to:

- (a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in its "By-Laws".
- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the By-Laws, and pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;
- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise

## ARTICLE V

## Board of Trustees

The names and addresses of the persons who are initially to act in the capacity of Trustees, until the selection of their successors, (as provided in the Declaration and By-Laws), are:

<u>Name</u>	<u>Address</u>
Robert R. McCallen	200 Lakeshore Drive Port Clinton, OH 43452
Ronald E. Daymude	200 Lakeshore Drive Port Clinton, OH 43452
Barb VanFleet	6039 E. Harbor Road Port Clinton, OH 43452

The number, qualifications, manner and time of selection of successor Trustees, and their terms of office, shall be as set forth in the By-Laws.

The Board of Trustees shall be and act as the board of managers of the park and shall have all of the powers and all of the duties of the board of trustees as defined in Chapter 1702 of the Revised Code of Ohio, except as such powers may be limited or expanded by the provisions of these Articles or the By-Laws.

## ARTICLE VI

## Notice and Quorum

Notice and quorum requirements shall be in accordance with the provisions of the By-Laws.

## ARTICLE VII

## Indemnification

1. The association shall indemnify every person who is or has been a Trustee, officer, agent, or employee of the Association and those persons' respective heirs, legal representatives, successors and assigns, against expenses, including attorneys' fees, and judgments, decrees, fines, penalties and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether in an action or proceeding by or in the right of the Association, or other-

wise, in which such person was or is a party or is threatened to be made a party by reason of the fact that the person was a Trustee, officer, employee or agent of the Association, or is or was serving in such capacity at the request of the Association, provided that person (a) acted in good faith and in a manner that person believed to be in or not opposed to the best interest of the Association, and (b) in any matter the subject of a criminal action or proceeding, had no reasonable cause to believe the questioned conduct was unlawful, but provided that in the case of any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor against any such person by reason of that person serving in such capacity, no indemnification shall be made in respect of any claim issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of a duty to the Association unless and only to the extent that the court in which such action was brought shall determine upon application that in view of all the circumstances of the case that person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

2. Unless ordered by a court, the determination of indemnification, pursuant to the foregoing criteria, shall be made (a) by a majority vote of a quorum of Trustees of the Association who were not and are not parties to or threatened with any such action, suit, or proceeding, or (b) if such a quorum is not obtainable, or if a majority of a quorum of disinterested Trustees so direct, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it or an attorney who has been retained by or who has performed services for the Association or any person to be indemnified within the past five years, or (c) by the lot owner, or (d) by the court in which such action, suit or proceeding was brought.

3. Any such indemnification shall not be deemed exclusive of any other rights to which such person may be entitled under law, any agreement, or any insurance purchased by the Association, or by vote of a Unit Owner, or otherwise.

#### ARTICLE VIII

##### Duration

The Association shall exist so long as the regime of the West Harbor Landing Boataminium exists, and no longer.

**WHEREAS**, on April 26, 1995, Declarant filed the Second Amendment for West Harbor Landings Boataminium, a Marine Condominium, which was recorded in Ottawa County Recorder's Office Volume 396, Pages 58 through 67, which was accompanied by Drawings recorded in Volume 34, Pages 28 through 28F; and

**WHEREAS**, on July 24, 1996, Declarant filed the Third Amendment for West Harbor Landings Boataminium, a Marine Condominium, which was recorded in Ottawa County Recorder's Office Volume 408, Pages 286 through 302, which was accompanied by Drawings recorded in Volume 36, Page 60.

**WHEREAS**, pursuant to the provisions of the Act, Declarant reserved the option in the Original Declaration to expand the Condominium Property by submitting any or all of the Additional Condominium Property (as defined in the Original Declaration) to the provisions of the Act; and

**WHEREAS**, Declarant, pursuant to the provisions of Article XVII Expansions of the Original Declaration, desires to amend the Original Declaration, as previously amended, in accordance with the provisions of Section 5311.051 of the Act for the purpose of expanding the Condominium Property by adding thereto and making a part thereof a portion of the Additional Condominium Property.

**NOW, THEREFORE**, Declarant hereby declares as follows:

1) Declarant hereby submits to the provision of the Act that portion of the "Additional Condominium Property" which consists of the land described on Exhibit "A" attached hereto, and being Unit Numbers, 251, 263, 274, 285, and 395 with Appurtenant Limited Common Area Numbers 1251, 1263, 1274, 1285, and 1395,



all other structures, improvements and facilities that may hereafter be constructed or installed on the parcel herein, all easements, rights, and appurtenances thereunto belonging.

2) Unless otherwise specifically defined herein, all terms used herein shall have the respective meanings ascribed thereto in the Original Declaration.

3) Unless the context expressly otherwise requires, all references in the Original Declaration, in the Bylaws attached thereto, in the Original Drawings (as referred to in Subsection 3 (c) hereof) are amended as set forth herein:

- (a) to "Condominium Property" - shall mean and include as a part thereof the real estate originally declared into the condominium and the real estate added by the First Amendment, the Second Amendment, the Third Amendment; and the Fourth Amendment; and
- (b) to "Declaration" - shall mean and include as a part thereof the First Amendment, Second Amendment Third Amendment and the Fourth Amendment to Declaration of Ownership; and
- (c) to "Drawings" - shall mean and include as a part thereof the Supplemental Drawings, to be attached hereto as Exhibit "A" (which comprise the "Additional Drawings", as defined in the Original Declaration), and were prepared and certified by registered architects or registered engineers and registered surveyors, in accordance with Section 5311.07 of the Act; and
- (d) to "Unit" - shall mean and include as a part thereof that part of the Condominium Property (as amended by Section 3(a) hereof) designated in Article IV of the Original Declaration and delineated as such on the Drawings.

4) Article IV DESCRIPTION OF PROJECT AND UNITS of the Original Declaration is hereby amended as follows:

Section 3 - Unit Designations. The Original Declaration brought in 51 Units numbered 201 through 232; 238 through 245; 297 through 302; 306 through 308; and 199 through 200. The First Amendment brought in 5 Units numbered 303, 304, 305, 309, and 310. The Second Amendment brought in 13 Units numbered 311, 213, 313, 314, 315, 316, 317, 318, 319, 320, 392, 393, and 394. This Fourth Amendment brings in 5 Units numbered 251, 263, 274, 285, and 395. Each Unit has an appurtenant Limited Common Area with a corresponding number in the 1000 series, for example Unit 303's Limited Common Area is 1303. Exhibit C designates the Plat Book and Page of the Drawings which show the location of the Units and Limited Common Areas. Exhibit B contains the list of Units and appurtenant Limited Common Areas.

5) Pursuant to Article V, Section 3 of the Original Declaration, the respective percentages of interest pertaining to each Unit, as listed on Exhibit "B" attached to the Original Declaration are hereby amended to consist of the percentages of interest designated on Exhibit "B" attached hereto.

6) Notwithstanding any contrary provision in the Original Declaration or in the Bylaws attached thereto, the Unit Owners of Units on the Parcel added hereby shall not have any right or title to or interest in funds of the Association nor any liability for expenses of the Association which are allocable to a period preceding the date on which this Amendment to Declaration is filed with the Ottawa County Recorder.

7) The Original Declaration, the Bylaws attached thereto, and the Original Drawings, as each of the foregoing are hereby amended and supplemented, shall be and remain in full force and effect and are hereby incorporated into this instrument as if fully rewritten herein.

8) The invalidity or unenforceability of any provision of this Amendment to Declaration shall not affect or impair the validity or enforceability of any other provision of this Amendment to Declaration.

9) All Exhibits referred to in this Amendment to Declaration and attached hereto constitute an integral part of this Amendment to Declaration.

IN WITNESS WHEREOF, Buck Point Limited Partnership, by its General Partners, Robert R. McCallen and Ronald E. Daymude, have caused this instrument to be executed this 11 day of September, 1996.

IN THE PRESENCE OF:

DECLARANT:

Jennifer Satchel  
Moderne Mitchell

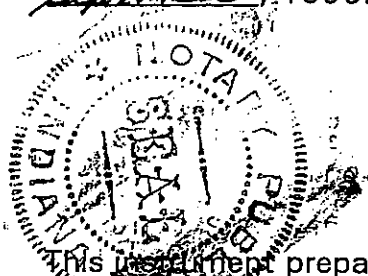
BUCK POINT LIMITED PARTNERSHIP

Robert R. McCallen  
Robert R. McCallen, General Partner  
Ronald E. Daymude  
Ronald E. Daymude, General Partner

STATE OF Indiana  
County of Tierrasanta

Before me, a Notary Public in and for said County and State, personally appeared the above named Buck Point Limited Partnership, by its general partners, Robert R. McCallen and Ronald E. Daymude, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Wabash, IN, and hereby certify the foregoing, this 11<sup>th</sup> day of September 1996.



Modena Mitchell  
Notary Public  
Modena Mitchell  
Com. Exp 4/16/99

This instrument prepared by  
Graves & Kohli  
142 W. Water Street  
Oak Harbor, OH 43449  
gak:mrc 7.30.96

VOL 10 PG 0023

WEST HARBOR LANDING  
BOATAMINIUM  
A MARINE CONDOMINIUM  
DESCRIPTION:

## TRACT A

Being part of lot Sixteen (16) of the Firelands Survey, Section Three (3), Danbury Township, Ottawa County, Ohio, and being more described as follows:

Beginning at a found iron rod marking the Northeast Corner of L.C.A. 1238 as found on record in the Office of The Recorder, Ottawa County said iron being the true point of beginning for this description:

thence S 00° 46' 09" W a distance of 87.40 feet to the Southeast corner of L.C.A. 1238:

thence S 89° 13' 51" E a distance of 31.00 feet to a point:

thence S 00° 46' 09" W a distance of 24.00 feet to a point:

thence S 89° 14' 16" E a distance of 94.52 feet to a point:

thence S 00° 46' 09" W a distance of 50.00 feet to a point:

thence S 89° 14' 16" E a distance of 94.52 feet to a point:

thence S 00° 46' 17" W a distance of 50.00 feet to a point:

thence S 89° 14' 16" E a distance of 248.19 feet to a point:

thence N 00° 27' 20" E a distance of 68.02 feet to a point:

thence N 81° 39' 00" W a distance of 173.62 feet to a point:

thence N 67° 04' 37" W a distance of 319.33 feet to the point of beginning containing 0.93 acres more or less.

WEST HARBOR LANDING  
BOATAMINIUM  
A MARINE CONDOMINIUM  
DESCRIPTION:

## TRACT B

Being part of lot Sixteen (16) of the Firelands Survey, Section Three (3), Danbury Township, Ottawa County, Ohio, and being more described as follows:

Beginning at a found iron rod marking the Southwest Corner of L.C.A. 1320 as found on record in the Office of The Recorder, Ottawa County said iron being the true point of beginning for this description:

thence S 00° 45' 34" W a distance of 36.00 feet to the south line of Constitution Blvd. to a point:

(L-1) thence S 89° 08' 02" E a distance of 10.91 feet to the Northeast corner of dock 251:

(L-2) thence S 00° 51' 58" W a distance of 36.00 feet to the Southeast corner of dock 251:

(L-3) thence N 89° 08' 02" W a distance of 27.79 feet to the Southwest corner of dock 321:

(L-4) thence N 00° 51' 58" E a distance of 36.00 feet to the Northwest corner of dock 321:

thence N 89° 08' 02" W a distance of 1132.54 feet to the Northwest corner of dock 365:

thence S 00° 51' 58" W a distance of 36.00 feet to the Southwest corner of dock 365:

thence N 89° 08' 02" W a distance of 168.29 feet to a point:

thence N 01° 04' 52" E a distance of 91.12 feet to a point:

thence S 89° 41' 31" E a distance of 169.68 feet to a point:

thence S 32° 35' 00" E a distance of 24.89 feet to a point on the north right of way line of Constitution Blvd:

thence S 89° 08' 02" E a distance of 1133.91 feet to the point of beginning containing 1.33 acres more or less.

## EXHIBIT "B"

All Units together with their appurtenant Limited Common Areas have been assigned a par value of one therefor each Unit Percentage Interest in the Common Areas of the condominium since there are one hundred nine Units is  $1/109 = .9200\%$ .

The Unit Number and its appurtenant Limited Common Areas are as follows:

<u>UNIT</u>	<u>LCA</u>	<u>UNIT</u>	<u>LCA</u>
201	1201	240	1240
202	1202	241	1241
203	1203	242	1242
204	1204	243	1243
205	1205	244	1244
206	1206	245	1245
207	1207	297	1297
208	1208	298	1298
209	1209	299	1299
210	1210	300	1300
211	1211	301	1301
212	1212	302	1302
213	1213	306	1306
214	1214	307	1307
215	1215	308	1308
216	1216	199	1199
217	1217	200	1200
218	1218	303	1303
219	1219	304	1304
220	1220	305	1305
221	1221	309	1309
222	1222	310	1310
223	1223	311	1311
224	1224	312	1312
225	1225	313	1313
226	1226	314	1314
227	1227	315	1315
228	1228	316	1316
229	1229	317	1317
230	1230	318	1318
231	1231	319	1319
232	1232	320	1320
238	1238	392	1392
239	1239	393	1393
251	1251	394	1394
263	1263	395	1395
274	1274		
285	1285		

EXHIBIT "C"

The Drawings required by Ohio Revised Code Chapter 5311 are recorded in Ottawa County Plat Records Volume 37, Page 6 through 10 and are hereby incorporated by reference herein.

VOL. 4 10 PG. 0026

9700036650  
Filed for Record in  
OTTAWA COUNTY, OHIO  
VIRGINIA M. PARK  
On 06-25-1997 At 09:03 am.  
AMND DECLAR 74.00  
Vol. 417 Pg. 807 - 823

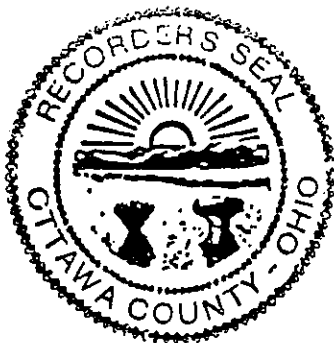
FIFTH AMENDMENT  
TO THE DECLARATION  
OF  
WEST HARBOR LANDING BOATAMINIUM  
A Marine Condominium

CERTIFICATE OF AUDITOR

A copy of this Fifth Amendment to the Declaration of West Harbor Landing Boataminium, a Marine Condominium, was filed with this office on June 24, 1997.

James R. Sinder  
County Auditor *by Mary Gardner*  
*Deputy Auditor*

This instrument prepared by:  
Graves & Kohli  
142 W. Water Street  
Oak Harbor, OH 43449  
gak:mrc 4.9.97



Virginia M. Park, Ottawa County Recorder,  
certify that the partnership certificate of  
Buck Point Ltd Pshp  
as filed in the County Recorder's office on  
Sept. 19, 1989, Vol. 4 Pg. 223  
Monica Kern Deputy



**FIFTH AMENDMENT TO  
DECLARATION FOR  
WEST HARBOR LANDING BOATAMINIUM,  
A Marine Condominium**

**THIS AMENDMENT TO DECLARATION** is made and entered into this \_\_\_\_ day \_\_\_\_\_, 1996, by Buck Point Limited Partnership, a partnership, (hereinafter referred to as "Declarant"), for the purpose of correcting a surveying error relative to the Second Amendment relating to the Limited Common Areas only and correcting the drafting of documents which omitted a 20' wide drainage Easement located as now drawn on the Drawing filed herewith; and further for the purpose of submitting certain property to condominium use and ownership in accordance with the provisions of Chapter 5311 of the Ohio Revised Code (hereinafter referred to as the "Act").

**WHEREAS**, on July 30, 1991, Declarant filed with the Ottawa County Recorder, a Declaration of Condominium Ownership (herein referred to as the "Original Declaration") for West Harbor Landing Boataminium, a Marine Condominium, with Original Declaration and Bylaws attached thereto, were recorded in Ottawa County Recorder's Office Volume 366, Pages 209 through 265, and which Original Declaration was accompanied by Drawings (herein referred to as the "Original Drawings") recorded in Volume 31, Pages 22 through 22-K, by which condominium ownership was established pursuant to the provisions of the Act for the Condominium Property (as defined in the Original Declaration); and

**WHEREAS**, on May 4, 1993, Declarant filed the First Amendment for West

Harbor Landing Boataminium, a Marine Condominium, which was recorded in Ottawa County Recorder's Office Volume 380, Pages 810 through 819, which was accompanied by Drawings recorded in Volume 33, Pages 13 through 13D; and

**WHEREAS**, on April 26, 1995, Declarant filed the Second Amendment for West Harbor Landings Boataminium, a Marine Condominium, which was recorded in Ottawa County Recorder's Office Volume 396, Pages 58 through 67, which was accompanied by Drawings recorded in Volume 34, Pages 28 through 28F; and

**WHEREAS**, on July 24, 1996, Declarant filed the Third Amendment for West Harbor Landings Boataminium, a Marine Condominium, which was recorded in Ottawa County Recorder's Office Volume 408, Pages 286 through 302, which was accompanied by Drawings recorded in Volume 36, Page 60.

**WHEREAS**, on September 13, 1996, Declarant filed the Fourth Amendment for West Harbor Landings Boataminium, a Marine Condominium, which was recorded in Ottawa County Recorder's Office Volume 410, Pages 17 through 26, which was accompanied by Drawings recorded in Volume 37, Pages 6 through 9.

**WHEREAS**, on October 22, 1996, Declarant re-filed the Fourth Amendment for West Harbor Landings Boataminium, a Marine Condominium, which was re-recorded in Ottawa County Recorder's Office Volume 411, Pages 520 through 530.

**WHEREAS**, a 20' wide drainage easement lying within Constitution Boulevard and touching Limited Common Areas, 1212, 1311, and 1332 and Units 199 and 200 was constructed at the time of development of the project, but was not drawn on the Drawing filed on July 30, 1991, and recorded in Volume 31, Pages 22 through 22-K

as part of the original Drawings. William F. and Joyce E. Sammons are the owners of Unit 212 with appurtenant rights to Limited Common Area 1212 and have consented to the amended drawing and consent attached hereto as Exhibit "A". The Declarant remains the owner of Units 311 and 332 with the appurtenant Limited Common Areas numbered respectively 1311 and 1332. West Harbor Group, Inc., is the owner of Units 199 and 200 and have consented to the amended drawing attached hereto as Exhibit "B".

**WHEREAS**, pursuant to the provisions of the Act, Declarant reserved the option in the Original Declaration to expand the Condominium Property by submitting any or all of the Additional Condominium Property (as defined in the Original Declaration) to the provisions of the Act; and

**WHEREAS**, Declarant, pursuant to the provisions of Article XVII Expansions of the Original Declaration, desires to amend the Original Declaration, as previously amended, in accordance with the provisions of Section 5311.051 of the Act for the purpose of expanding the Condominium Property by adding thereto and making a part thereof a portion of the Additional Condominium Property.

**NOW, THEREFORE**, Declarant hereby declares as follows:

1) Declarant hereby submits to the provision of the Act that portion of the "Additional Condominium Property" which consists of the land described on Exhibit "C" attached hereto, and being Unit Numbers, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, and 342 with Appurtenant Limited Common Area Numbers 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, and 1342, all other

structures, improvements and facilities that may hereafter be constructed or installed on the parcel herein, all easements, rights, and appurtenances thereunto belonging.

2) Unless otherwise specifically defined herein, all terms used herein shall have the respective meanings ascribed thereto in the Original Declaration.

3) Unless the context expressly otherwise requires, all references in the Original Declaration, in the Bylaws attached thereto, in the Original Drawings (as referred to in Subsection 3 (c) hereof) are amended as set forth herein:

- (a) to "Condominium Property" - shall mean and include as a part thereof the real estate originally declared into the condominium and the real estate added by the First Amendment, the Second Amendment, the Third Amendment; and the Fourth Amendment; and
- (b) to "Declaration" - shall mean and include as a part thereof the First Amendment, Second Amendment Third Amendment and the Fourth Amendment to Declaration of Ownership; and
- (c) to "Drawings" - shall mean and include as a part thereof the Supplemental Drawings, to be attached hereto as Exhibit "C" (which comprise the "Additional Drawings", as defined in the Original Declaration), and were prepared and certified by registered architects or registered engineers and registered surveyors, in accordance with Section 5311.07 of the Act; and
- (d) to "Unit" - shall mean and include as a part thereof that part of the Condominium Property (as amended by Section 3(a) hereof) designated in Article IV of the Original Declaration and delineated as such on the Drawings.

4) Article IV DESCRIPTION OF PROJECT AND UNITS of the Original Declaration is hereby amended as follows:

Section 3 - Unit Designations. The Original Declaration

brought in 51 Units numbered 201 through 232; 238 through 245; 297 through 302; 306 through 308; and 199 through 200. The First Amendment brought in 5 Units numbered 303, 304, 305, 309, and 310. The Second Amendment brought in 13 Units numbered 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 392, 393, and 394. This Fourth Amendment brought in 5 Units numbered 251, 263, 274, 285, and 395. The Fifth Amendment brings in 11 Units numbered 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, and 342. Each Unit has an appurtenant Limited Common Area with a corresponding number in the 1000 series, for example Unit 303's Limited Common Area is 1303. Exhibit "F" designates the Plat Book and Page of the Drawings which show the location of the Units and Limited Common Areas. Exhibit "D" contains the list of Units and appurtenant Limited Common Areas.

5) Article XII, Grants and Reservations of Rights and Easements is hereby amended to include as a drainage easement which is shown on the Drawing filed herewith and is described in Exhibit "E" attached hereto.

6) Pursuant to Article V, Section 3 of the Original Declaration, the respective percentages of interest pertaining to each Unit, as listed on Exhibit "D" attached to the Original Declaration are hereby amended to consist of the percentages of interest designated on Exhibit "D" attached hereto.

7) Notwithstanding any contrary provision in the Original Declaration or in the Bylaws attached thereto, the Unit Owners of Units on the Parcel added hereby shall not have any right or title to or interest in funds of the Association nor any liability for expenses of the Association which are allocable to a period preceding the date on which this Amendment to Declaration is filed with the Ottawa County Recorder.

8) The Original Declaration, the Bylaws attached thereto, and the Original Drawings, as each of the foregoing are hereby amended and supplemented, shall be and remain in full force and effect and are hereby incorporated into this instrument as if fully rewritten herein.

9) The invalidity or unenforceability of any provision of this Amendment to Declaration shall not affect or impair the validity or enforceability of any other provision of this Amendment to Declaration.

10) All Exhibits referred to in this Amendment to Declaration and attached hereto constitute an integral part of this Amendment to Declaration.

IN WITNESS WHEREOF, Buck Point Limited Partnership, by its General Partners, Robert R. McCallen and Ronald E. Daymude, have caused this instrument to be executed this 15<sup>th</sup> day of April, 1997.

IN THE PRESENCE OF:

DECLARANT:

BUCK POINT LIMITED PARTNERSHIP

Jamie Shepley

By:

[Signature]  
Robert R. McCallen, General Partner

Annette McCallen

By:

[Signature]  
Ronald E. Daymude, General Partner

STATE OF Indiana  
County of Wabash

Before me, a Notary Public in and for said County and State, personally appeared the above named Buck Point Limited Partnership, by its general partners, Robert R. McCallen and Ronald E. Daymude, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Wabash, Indiana, and hereby certify the foregoing, this 15<sup>th</sup> day of April, 1997.



Christa J. Fuller  
Notary Public  
Commission Expires 5/8/98

This instrument prepared by  
Graves & Kohli  
142 W. Water Street  
Oak Harbor, OH 43449  
gak:mrc 4.8.97

CONSENT

We, William F. and Joyce E. Sammons, <sup>262 English Lakes Blvd, Amherst</sup> ~~36264 Oakview Lane, Avon, OH~~  
<sup>44001</sup> ~~44011~~, owners of Unit #212, West Harbor Landing Boataminium, do hereby consent to the Fifth Amendment to the Declaration of West Harbor Landing Boataminium, a marine Condominium.

IN WITNESS WHEREOF, we have signed our names the 3 day of March, 1996.

Signed in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

William F. Sammons  
William F. Sammons  
Joyce E. Sammons  
Joyce E. Sammons

STATE OF OHIO  
County of Cuyahoga, ss:

Before me, a Notary Public in and for said County, personally appeared the above named, William F. Sammons and Joyce E. Sammons, who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 3<sup>rd</sup> day of March, 1996.

Jean A. Demarr  
Notary Public

JEAN A. DEMARR, Attorney  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date  
Section 147.03 R.C.



CONSENT

West Harbor Group, Inc., P.O. Box 644, Wabash, IN 46992, Owners of Units 199 and 200, West Harbor Landing Boataminium, do hereby consent to the Fifth Amendment to the Declaration of West Harbor Landing Boataminium, a Marine Condominium.

IN WITNESS WHEREOF, I have signed my name the 17<sup>th</sup> day of June, 1996.

Madeline Mitchell

West Harbor Group, Inc.

By:

Ronald E. Daymude  
Ronald E. Daymude, Trustee

Annette McCallen

By:

Robert R. McCallen  
Robert R. McCallen, Trustee

STATE OF INDIANA  
County of Wabash, ss:

Before me, a Notary Public in and for said County, personally appeared the above named, West Harbor Group, Inc., by Ronald E. Daymude and Robert R. McCallen, Trustees, who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Wabash, Indiana, this 17<sup>th</sup> day of June, 1996, 1996.

Jamie Shepler  
Notary Public Jamie Shepler  
Commission Expires 9-4-98  
Resident of Wabash County

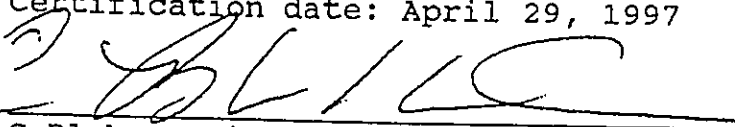
being part of lot Sixteen (16) of the Firelands Survey, Section Three (3), Danbury Township, Ottawa County, Ohio, and being more described as follows:

Commencing at a found iron pipe in concrete marking the southeast corner of lot sixteen and the south line of section 3; thence North 00 degrees 00 minutes 00 seconds East (assumed bearing and basis for all bearings this description) for a distance of 3018.28 feet to a found iron rod marking the intersection of the center line of Buck Road, said center line being the east line of Lot Sixteen (16) of the Firelands Survey, and the north line of a parcel of land now owned by LuMac Development company, Deed Volume 308 Page 844, Ottawa County Recorders Office; thence N 00½00'00" E a distance of 545.87 feet to a point; thence N 70 degrees 26'36" W a distance of 178.36 feet to a point; thence N 81 degrees 39'00" W a distance of 362.63 feet to a point; thence N 67 degrees 04'37" W a distance of 341.66 feet to a point; thence Northwest along (C1) a curve having a central angle of 23 degrees 09'32"; a radius of 125.00'; a arc length of 50.53'; a tangent of 25.61'; and a chord with bearing of N 57 degrees 06'47" W and a distance of 50.18 feet to a point located on the west right of way line of Mystic Bay Point and the south right of way line of Constitution Boulevard; thence continuing along (C2) said curve having a central angle of 16 degrees 34'00"; a radius of 125.00'; a arc length of 36.14'; a tangent of 18.20'; and a chord with bearing of N 37 degrees 15'00" W and a distance of 36.02 feet to a point located on the west right of way line of Mystic Bay Point and the north right of way line of Constitution Boulevard said point being the point of beginning; thence S 51 degrees 21'32" W a distance of 137.23 feet to a point; thence Southwest along (C8) a curve having a central angle of 4 degrees 12'50"; a radius of 227.53'; a arc length of 16.73'; a tangent of 8.37'; and a chord with bearing of S 53 degrees 24'06" W and a distance of 16.73 feet to a point; thence N 00 degrees 45'34" E a distance of 55.03 feet to the northeast corner of LCA 1311; thence N 89½08'02" W a distance of 550.00 feet to a point; thence N 00 degrees 45'34" E a distance of 125.00 feet to a point; thence S 89 degrees 08'02" E a distance of 550.00 feet to a point; thence N 77 degrees 05'51" E a distance of 91.62 feet to the west right of way line of Mystic Bay Point; thence along said right of way line S 12 degrees 50'00" E a distance of 73.88 feet; thence Southeast along (C3) a curve having a central angle of 16 degrees 07'58"; a radius of 125.00'; a arc length of 35.20'; a tangent of 17.72'; and a chord with bearing of S 20 degrees 54'04" E and a distance of 35.08 feet to the point of beginning, containing 1.936 acres more or less. Subject to all legal easements of record.

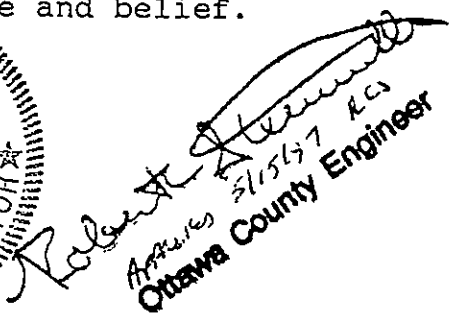
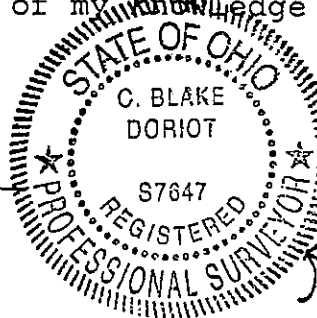
AUTHOR CERTIFICATION

I, C Blake Doriot a registered Land Surveyor in the State of Ohio, hereby certify that the above description was prepared from previous survey information under my direction, and that the lines, angles, and distances hereon are true and accurate to the best of my knowledge and belief.

Certification date: April 29, 1997



C Blake Doriot, OH. Reg. S 7647



being part of lot Sixteen (16) of the Firelands Survey, Section Three (3), Danbury Township, Ottawa County, Ohio, and being more described as follows:

Commencing at a found iron rod marking the Northwest Corner of L.C.A. 1212 in the recorded Plat of West Harbor Landing Boataminium, A Marine Condominium as found on record Plat Volume 31 Pages 22-22K in the Office of The Recorder, Ottawa County: thence Southwest along (C30) a curve having a central angle of 5 degrees 58'16"; a radius of 263.54'; a arc length of 27.45'; a tangent of 13.74'; and a chord with bearing of S 87 degrees 52'53" W and a distance of 27.44 feet to a point; thence N 89 degrees 08'02" W (Assumed bearing and basis for this description) for a distance of 746.23 feet to the Northwest Corner of Dock 351, said point being the true point of beginning for this description;

(L-2) thence S 00 degrees 51'58" W a distance of 36.00 feet to the Southeast corner of dock 332;

(L-3) thence N 89 degrees 08'02" W a distance of 13.98 feet to the Southwest corner of dock 332;

(L-4) thence N 00 degrees 51'58" E a distance of 36.00 feet to the Northwest corner of dock 332;

(L-5) thence N 89 degrees 08'02" W a distance of 13.98 feet to the Northwest corner of dock 327;

(L-6) thence S 00 degrees 51'58" W a distance of 36.00 feet to the Southwest corner of dock 327;

(L-7) thence N 89 degrees 08'02" W a distance of 41.94 feet to the Southeast corner of dock 328;

(L-8) thence N 00 degrees 51'58" E a distance of 36.00 feet to the Northwest corner of dock 335;

(L-9) thence N 89 degrees 08'02" W a distance of 13.98 feet to the Northwest corner of dock 328;

(L-10) thence S 00 degrees 51'58" W a distance of 36.00 feet to the Southwest corner of dock 328;

(L-11) thence N 89 degrees 08'02" W a distance of 41.94 feet to the Southwest corner of dock 337;

(L-12) thence N 00 degrees 51'58" E a distance of 36.00 feet to the Northwest corner of dock 337;

(L-13) thence N 89 degrees 08'02" W a distance of 13.98 feet to the Northwest corner of dock 329;

(L-14) thence S 00 degrees 51'58" W a distance of 36.00 feet to the Southwest corner of dock 329;

(L-15) thence N 89 degrees 08'02" W a distance of 13.98 feet to the Southwest corner of dock 339;

(L-16) thence N 00 degrees 51'58" E a distance of 36.00 feet to the Northwest corner of dock 339;

(L-17) thence N 89 degrees 08'02" W a distance of 13.98 feet to the Northwest corner of dock 330;

(L-18) thence S 00 degrees 51'58" W a distance of 36.00 feet to the Southwest corner of dock 330;

(L-19) thence N 89 degrees 08'02" W a distance of 41.94 feet to the Southwest corner of dock 342;

(L-20) thence N 00 degrees 51'58" E a distance of 36.00 feet to the Northwest corner of dock 342;

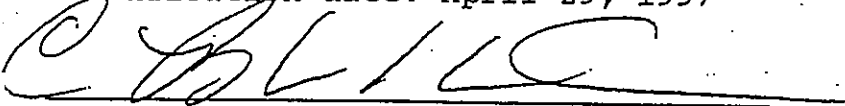
thence S 89 degrees 08'02" E a distance of 209.70 feet to the point of beginning, containing 0.13 acres more or less. Subject to all legal easements of record.

*Robert A. Stewart*  
Approved 5/15/57 R.C.S.  
Ottawa County Engineer

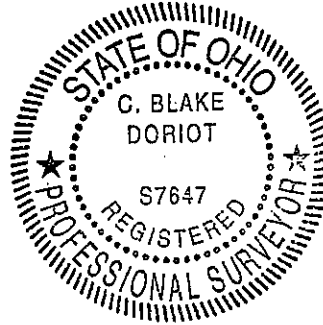
AUTHOR CERTIFICATION

I, C Blake Doriot a registered Land Surveyor in the State of Ohio, hereby certify that the above description was prepared from previous survey information under my direction, and that the lines, angles, and distances hereon are true and accurate to the best of my knowledge and belief.

Certification date: April 29, 1997



C Blake Doriot, OH. Reg. S 7647



## EXHIBIT "D"

All Units together with their appurtenant Limited Common Areas have been assigned a par value of one therefor each Unit Percentage Interest in the Common Areas of the condominium since there are one hundred twenty Units is  $1/120 = .0083\%$ .

The Unit Number and its appurtenant Limited Common Areas are as follows:

<u>UNIT</u>	<u>LCA</u>	<u>UNIT</u>	<u>LCA</u>
201	1201	240	1240
202	1202	241	1241
203	1203	242	1242
204	1204	243	1243
205	1205	244	1244
206	1206	245	1245
207	1207	297	1297
208	1208	298	1298
209	1209	299	1299
210	1210	300	1300
211	1211	301	1301
212	1212	302	1302
213	1213	306	1306
214	1214	307	1307
215	1215	308	1308
216	1216	199	1199
217	1217	200	1200
218	1218	303	1303
219	1219	304	1304
220	1220	305	1305
221	1221	309	1309
222	1222	310	1310
223	1223	311	1311
224	1224	312	1312
225	1225	313	1313
226	1226	314	1314
227	1227	315	1315
228	1228	316	1316
229	1229	317	1317
230	1230	318	1318
231	1231	319	1319
232	1232	320	1320
238	1238	392	1392
239	1239	393	1393
251	1251	394	1394
263	1263	395	1395
274	1274	332	1332

285

1285

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## AMENDMENT TO THE 20 FOOT WIDE DRAINAGE EASEMENT "C"

Being part of Lot Sixteen (16) of the Firelands Survey, Section Three (3), Danbury Township, Ottawa County, Ohio, described as follows:

Commencing at a point on the right of way of Mystic Bay Point in West Harbor Landings Subdivision, said point being the point of tangency of a curve on center line 25 feet right of the center line; thence northwesterly along a curve having a radius of 125 feet and a central angle of 23 degrees 09 minutes 39 seconds, length of 50.53 feet, tangent of 25.61 and a chord bearing North 57 degrees 06 minutes 47 seconds West (Assumed bearing and basis for this description) for a distance of 50.18 feet to the point of beginning; thence South 54 degrees 02 minutes 09 seconds West for a distance of 310.10 feet to a point; thence North 34 degrees 34 minutes 04 seconds West for a distance of 20.01 feet to a point; thence North 54 degrees 02 minutes 09 seconds East for a distance of 310.90 feet to a point on the South right of way line of Mystic Bay Point; thence southeasterly along a curve and being the said south right of way line having a radius of 125 feet and a central angle of 9 degrees 11 minutes 27 seconds, length of 20.05 feet, tangent of 10.05 feet and a chord bearing of South 32 degrees 28 minutes 16 seconds East for a distance of 20.03 feet to the point of beginning.

EXHIBIT "F"

The Drawings required by Ohio Revised Code Chapter 5311 are recorded in Ottawa County Plat Records Volume 38, Page 27 through 32 and are hereby incorporated by reference herein.



REGULATIONS AND BYLAWS  
OF  
WEST HARBOR GROUP, INC.

ARTICLE I

General Purpose

The purposes for which this corporation is formed, and the powers which it may exercise are set forth in the articles of incorporation of the corporation.

ARTICLE II

Name and Location

Section 1. The name of this corporation is the West Harbor Group, Inc.

Section 2. The principle office of the corporation shall be located at Port Clinton, Ohio.

ARTICLE III

Seal

Section 1. The seal of the corporation shall have inserted thereon the name of the corporation, and the words, "Corporation Not for Profit, West Harbor Group, Inc."

Section 2. The Secretary of the corporation shall have custody of the seal.

Section 3. The seal may be used for causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE IV

Fiscal Year

The fiscal year of the corporation shall begin the 1st day of January in each year.

ARTICLE V

Membership

Section 1. Every person (which word as used herein includes any legal entity) who is a record owner of a fee or undivided fee interest, or having a substantial possessory interest, in a property served by the water system may become a member of the corporation upon signing such applications and agreements for the purchase of water as may be provided and

required by the corporation and upon the payment of such connection fee as may be held for each property served. A single membership may be issued to all persons owning or having a substantial possessory interest in the property. Only one membership may be held with respect to property at one time. The Board of Trustees shall cause to be issued appropriate certificates of memberships, provided that membership shall not be denied because of the applicant's race, color, creed or national origin. Membership may be denied if capacity of the corporation's water system is exhausted by the need of its existing members, or if the proposed use of the applicant is such that it would interfere with existing uses previously authorized by the Board of Trustees.

A. A substantial possessory interest is one where the person or persons have a legal right to control and occupancy of a property but do not have the legal or the equitable ownership of the property. It may be under a lease or similar right to possession.

1. Before membership is allowed to one or more persons claiming such an interest, the corporation will endeavor to obtain the application for membership from the owner of such property.
2. Where membership is granted to one or more persons having a substantial possessory interest, the corporation as a condition to the membership may require such applicant to post such collateral or bond as the trustees determine necessary to fully protect the corporation from any additional risk that may be involved to the corporation by reason of the lack of legal ownership in the applicant.

Section 2. Each member shall have only one membership for each property served, regardless of the number of service connections he may obtain to serve his property. Each mem-

bership certificate shall represent one vote. When more than one person holds the interest in a property served, the vote shall be exercised by the person in whose name the certificate is registered or by such person as the several persons may designate, but in no event shall more than one vote be cast with respect to any property.

Section 3. Membership shall be transferable but the transfer will be effective only when noted on the books of the corporation. Such transfer will be made only to a person who obtains a qualifying interest in the property. A member will transfer his membership in the corporation to his successor in interest as part of the transaction whereby he disposes of his interest to said property. The secretary, upon request, will make note of such transfer upon the records of the corporation but need not issue a new certificate to the successor in interest of the previous existing number.

Section 4. When membership in the corporation is not transferred, it shall terminate upon the disposition or other termination of the member's interest in the property, regardless of whether or not the certificate is surrendered to the corporation. Membership also may be terminated by action of the Board of Trustees where the use of the property is changed so as to materially increase the amount of water consumed to the prejudice of other existing members or to the prejudice of the orderly operation of the system.

Section 5. The termination of the membership of any member shall not disqualify for membership any other person who has or obtains an interest in the property of the terminated member and who otherwise meets the requirements of these bylaws.

Section 6. In the event a member's property interest is divested other than by voluntary means, such member's membership will pass to the trustee, receiver, executor or the like who will be entitled either in person or through a designated representative to exercise all of the rights incident to such membership, but subject to such duties and liabi-

lities also applicable to the membership. The trustee, receiver, executor or the like may terminate such membership by written notice to such effect delivered or mailed to the secretary of the corporation. Upon the final disposition of such property rights, the owner thereof shall be entitled to membership in like manner as if the membership had been transferred to him by the original member as set forth in Section 4 above.

Section 7. Upon the transfer of a membership, the corporation will not look to the successor in interest for the payment of any past due amounts. The corporation will seek collection only from the individual who incurred such charges or assessments or from the property itself if a judgment lien and been duly perfected against such property.

Section 8. A membership shall not be transferable until all indebtedness to the corporation of the person holding same has been paid in full.

#### ARTICLE VI

##### Membership Certificates

Section 1. This corporation shall not have capital stock. Membership in the corporation shall be represented by membership certificates. Such certificates shall represent the right to use and enjoy the benefits of the corporation's water supply system upon the payment of necessary assessments, if any, and of reasonable charges based upon such use, provided such use and enjoyment are consistent with the rules, regulations and contracts affecting the same as may from time to time be prescribed by the Board of Trustees.

Section 2. A membership certificate shall be issued to each holder of fully paid membership, numbered consecutively in accordance with the order of issue and bear on its face the following statement:

This membership certificate No. \_\_\_\_\_ is issued and accepted in accordance with the subject to the conditions and restrictions stipulated in the articles of incorporation and bylaws and amendments to the same of the West Harbor Group, Inc.

## ARTICLE VII

Meetings of Members

Section 1. The annual meeting of the members of this corporation shall be held in the County of Ottawa, State of Ohio at 7:30 P.M. on the 1st Monday in June of each year, starting in June, 1992, if not a Sunday or legal holiday, or if a Sunday or legal holiday, on the next business day following. the place, day and time of the annual meeting may be changed to any other convenient place, day and time in the county by the Board of Trustees, giving notice thereof to each member not less than ten (10) days in advance thereof.

Section 2. Special meetings of the members may be called at any time by the action of the Board of Trustees and such meeting must be called whenever a petition requesting such meeting is signed by at least ten percent of the members and presented to the secretary or to the Board of Trustees. The purpose of every special meeting shall be stated in the notice thereof and no business shall be transacted thereat, except such as is specified in the notice.

Section 3. Notice of meetings of members of the corporation, both regular and special, shall be given by notice mailed by first class mail to each member of record directed to the address shown upon the books of the corporation not less than ten (10) nor more than forty (40) days prior to such meeting. Such a notice shall state the nature, time, place and purpose of the meeting but no failure or irregularity of notice of any annual meeting regularly held shall affect any proceedings taken thereat.

Section 4. The presence at a meeting of members entitled to cast in their own right or by proxy 20 percent of the total number of votes shall constitute a quorum. All proxies shall be in writing and filed with the secretary. Such proxies may be general or restrictive. Proxies shall be revocable and shall not be valid beyond eleven (11) months nor after termination of the membership by cessation of the member's interest in the property.

Section 5. Trustees of this corporation shall be elected at the annual meeting of the members as provided in ARTICLE VII, Section 1. No cumulative voting shall be allowed.

Section 6. The order of business at the regular meeting and so far as possible at all other meetings shall be:

1. Calling to order and proof of quorum
2. Proof of notice of meeting
3. Reading and action on any unapproved minutes
4. Reports of officers and committees
5. Election of trustees
6. Unfinished business
7. New business
8. Adjournment

#### ARTICLE VIII

##### Trustees and Officers

Section 1. The Board of Trustees of this corporation shall consist of five (5) members, all of whom shall be members of the corporation. The three (3) trustees named in the Articles of Incorporation and two (2) other trustees to be selected by them, shall serve until the first annual meeting of the members and until their successors are elected and have qualified. At the first annual meeting of the members (1) trustee shall be elected for a term of one year; (2) trustees for a term of two years and (3) trustees for a term of three years. At each annual meeting thereafter the members shall elect for a term of three years the number of trustees whose terms of office have expired. Each trustee shall hold office for the term for which he is elected and until his successor shall have been elected and qualified. Each separate development within the service area shall have at least one trustee on the Board, that is Charter Captains Marina, West Harbor Cove Boataminium, West Harbor Landings and West Harbor Landing Boataminium or whatever name may be used together with any future development in the service area shall all have at least one trustee. The trustee from each development shall be

elected by the owners in that development. All other trustees shall be at large and elected by all members. The number of trustees may be increased by an 80% vote of the five trustees.

Section 2. The Board of Trustees shall meet within ten (10) days after the annual election of trustees and shall elect a President and Vice-president from among themselves and a Secretary-Treasurer who need not be a member of the Board of Trustees each of whom shall hold office until the next annual meeting and until the election and qualification of his successor unless sooner removed by death, resignation or for cause.

Section 3. If the office of any trustee becomes vacant by reason of death, resignation, retirement, disqualifications or otherwise, except by removal from office, a majority of the remaining trustees, though less than a quorum shall by a majority vote choose a successor who shall hold office until the next regular meeting of the members of the corporation at which time the members shall elect a trustee for the unexpired term or terms provided that in the call of such regular meeting a notice of such election shall be given.

Section 4. A majority of the Board of Trustees shall constitute a quorum at any meeting of the board. The affirmative vote of the majority of the trustees at a meeting at which a quorum is present shall be the act of the board.

Section 5. Compensation of officers may be fixed at any regular or special meeting of the members of the corporation. Trustees shall receive no compensation for their services as such.

Section 6. Officers and trustees may be removed from office in the following manner: Any members, officer or trustee may present charges against a trustee or officer by filing them in writing with the Secretary of the corporation. If presented by a member, the charges must be accompanied by a petition signed by ten (10) percent of the members of the corporation. Such removal shall be voted on at the next regular or special meeting of the members and shall be effective if

approved by a vote of a majority of those voting, if a quorum is present. The trustee or officer against whom such charges have been presented shall be informed in writing of such charges at least twenty (20) days prior to the meeting and shall have the opportunity at such meeting to be heard in person or by counsel and to present witnesses and the person or persons presenting such charges against him shall have the same opportunity. If the removal of a director is approved, such action shall also vacate any other office held by the removed director in the corporation. A vacancy in the board thus created shall immediately be filled by a vote of a majority of the members present and voting at such meeting. A vacancy in any office thus created shall be filled by the Board of Trustees from among their number so constituted after the vacancy in the board has been filled.

#### ARTICLE IX

##### Duties of Trustees

Section 1. The Board of Trustees subject to restrictions of law, the articles of incorporation and these bylaws shall exercise all of the powers of the corporation and without prejudice to or limitation upon their general powers, it is hereby given full power and authority in respect to the matters as hereinafter set forth to be exercised by resolution duly adopted by the board:

- A. To approve membership applications and to cause to be issued appropriate certificates of membership. The Board may make binding commitments to issue membership certificates and to permit the connection of properties to the system in the future in cases involving proposed construction or may issue such certificates prior to the commencement of the proposed construction.
- B. To select and appoint all officers, agents or employees of the corporation, remove such



agents or employees of the corporation, prescribe such duties and designate such powers as may not be inconsistent with these bylaws, fix their compensation and pay for faithful services.

- C. To borrow from any source, money, goods or services and to make and issue notes and other negotiable or non-negotiable instruments evidencing indebtedness of the corporation; to make any other instruments evidencing a security interest in the assets of the corporation and to do every act and thing necessary to effectuate the same.
- D. To prescribe, adopt and amend from time to time such equitable uniform rules and regulations as in its discretion may be deemed essential or convenient for the conduct of the business and affairs of the corporation and the guidance and control of its officers and employees and to prescribe adequate penalties for the breach thereof.
- E. To order at least once a year an audit of the books and accounts of the corporation by a competent public auditor or accountant. The report prepared by such auditor or accountant shall be submitted to the members of the corporation at their annual meeting together with a proposed budget for the ensuing year. Copies of such audits and budgets shall be submitted to such parties as may be required by other agreements.
- F. To fix and alter the charges to be paid each member for services rendered by the cor-

poration to the member, including connection fees where such are deemed to be necessary by the trustee and to fix and alter the method of billing, time of payment, manner of connection and penalties for late or non-payment of the same. The board may establish one or more classes of users. All charges shall be uniform and non-discriminating within each class of users.

- G. To require all officers agents and employees charged with responsibility for the custody of any of the funds of the corporation to give adequate bonds the cost thereof to be paid by the corporation and it shall be mandatory upon the trustees to so require.
- H. To select one or more banks to act as depositories of the funds of the corporation and to determine the manner of receiving, depositing and disbursing the funds of the corporation and the form of checks and the person or persons by whom the same shall be signed with the power to change such banks and the person or persons signing such checks and the form thereof at will.
- I. To levy assessments against the members of the corporation in such manner and upon such proportionate basis as the trustees deem equitable and to enforce collection of such assessments by the suspension of water service or other legal methods. The Board of Trustees shall have the option to suspend the service of any member who has not paid such assessment within thirty (30) days from the

date of the assessment which is due provided the corporation must give the member at least 15 days written notice at the address of the member on the books of the corporation of it's intention to suspend such services if the assessment is not paid. Upon payment of such assessments any penalties applicable thereto and a reconnection charge if one is in effect service will be promptly restored to such a member. The Board of Trustees shall also have the right to suspend the right to use the corporate pool until payment of all assessments.

#### ARTICLE X

##### Duties of Officers

Section 1. Duties of President: The President shall preside over all meetings of the corporation and the Board of Trustees, call special meetings of the Board of Trustees, perform all acts and duties usually performed by an executive and presiding officer, and sign all membership certificates and such other papers of the corporation as he may be authorized or directed to sign by the Board of Trustees, provided the Board of Trustees may authorize any person to sign any or all checks, contracts and other instruments in writing on behalf of the corporation. The President shall perform such other duties as may be prescribed by the Board of Trustees.

Section 2. Duties of the Vice-President: In the absence or disability of the President, the Vice-President shall perform the duties of the President; provided, however, that in case of death, resignation or disability of the President, the Board of Trustees may declare the office vacant and elect his successor.

Section 3. Duties of the Secretary-Treasurer: The Secretary-Treasurer shall keep a complete record of all meetings of the corporation and of the Board of Trustees and

shall have general charge and supervision of the books and records of the corporation. He shall attest the President's signature on all membership certificates and other papers pertaining to the corporation unless otherwise directed by the Board of Trustees. He shall serve, mail or deliver all notices required by law and by these bylaws and shall make a full report of all matters and business pertaining to his office to the members at the annual meeting or at such other time or times as the Board of Trustees may require. He shall keep the corporate seal and membership certificate records of the corporation, complete and attest all certificates issued and affix said corporate seal to all papers requiring seal. He shall keep a proper membership certificate record showing the name of each member of the corporation and date of issuance, surrender, transfer, termination, cancellation or forfeiture. He shall make all reports required by law and shall perform such other duties as may be required of him by the corporation or the Board of Trustees. Upon the election of this successor, the Secretary-Treasurer shall turn over to him all books and other property belonging to the corporation that he may have in his possession. he shall also perform such duties with respect to the finances of the corporation as may be prescribed by the Board of Trustees.

#### ARTICLE XI

##### Water Rules and Regulations

##### Section 1. Service Classification.

There shall be no distinction of the category.

##### Section 2. Service Application.

- A. Any bona fide occupant of a single family dwelling; to each boat slip owner; to each new development in the service area, which may include a marina; to this corporation property including the swimming pool; or person holding property having reasonable accessibi-

lity to the source of and who is in need of having water supplied to his place of occupancy or property may be a member of this Corporation by obtaining a membership certificate from the Corporation. Persons who receive the approval of the board of trustees may be admitted to membership upon subscribing for a membership certificate and by signing such agreements for the purchase of water as may be provided and required by the Corporation, provided that no person otherwise eligible shall be permitted to subscribe for or require a membership of the Corporation if the capacity of the Corporation's water system is exhausted by the needs of its existing members. A fee of ten dollars (\$10.00) shall be paid per membership. Individual sites shall not be metered. One meter shall be installed for each separate association serviced by the water plant.

- B. The Corporation may reject any application for membership when the applicant is delinquent in payment of bills incurred for service previously supplied at any location.
- C. Violation of any of the provisions of these rules, bylaws or any other regulation of the Corporation, the Corporation may discontinue service.
- D. The individual in whose name the membership certificate is prepared shall be responsible for payments of all bills incurred.

Section 3. Initial or Minimum Charges.

- A. The Board may establish a flat minimum monthly rate, to be set up on the water rate schedule for the year, will be payable irrespective of whether any water is used during any month. Said fee is intended to be established as a capital reserve account for the maintenance, repair and replacement of the facility.
- B. The flat minimum monthly rate, as set up on the water rate schedule for the year, will be payable irrespective of seasonal use.
- C. A meter will be installed for each development. The Board shall in addition to the flat fee establish rates for operations based on usage. Each meter requires a separate meter reading sheet and each meter reading sheet will cover a separate development.
- D. In addition to the collection of regular rates, the Corporation may collect from the member a proportionate share of any privileged, sales, or use tax or impositions, based on gross revenues received by the Corporation or of any other fees, tests or governmental charges.

Section 4. Corporation's Responsibility.

- A. The Corporation will install, maintain, and operate a main distribution pipe line or lines from the source of water supply, and service lines from the main distribution line or lines to the property line of each association at which points, designated as delivery points, meters to be purchased,

installed, owned and maintained by the Corporation, shall be placed. The cost of the service line or lines from the main distribution line or lines of the individual members shall be paid by the respective Associations. The Corporation may also purchase and install a cut off valve in each service line from its main distribution line or lines, such cut off valve to be owned and maintained by the Corporation and to be installed on same portion of the service line owned by the Corporation. The Corporation shall have the sole and exclusive right to use such cut off valve to turn it on and off.

- B. Each member shall be entitled to not to exceed one (1) service line from the Corporation's water system unless otherwise approved by the Board of Trustees and provided that the member shall be required to pay the prevalent tap fee for each service line. No new service line or change in an existing service line may be made which will interfere with an existing service line or the delivery of water therein. Each service line shall connect with the company's water system at the nearest available place to the place of desired use by the member if the Corporation's water system shall be of sufficient capacity to permit the delivery of water through a service line at that place without interfering with the delivery of water through a prior service line. If the Corporation's water system shall be inadequate to permit the delivery of water through a service line installed at such place

without interfering with the delivery of water through a prior service line, then such service line shall be installed at such place as may be designated by the Corporation. Each member will be required to maintain such portion of the service line or lines from the property line of the member to his own dwelling; or other place of use on his premises at his own expense, provided that the Corporation may, if the board of trustees so elect, purchase the pipe for and install such portion of such service line or lines, the cost of which will, however, be paid by the individual members.

Section 5. Corporation's Liability.

- A. The Corporation does not assume the responsibility of inspecting the member's piping or apparatus and will not be responsible therefor.
- B. The Corporation reserves the right to refuse service unless the member's lines or piping are installed in such manner as to prevent cross connections or back flow.
- C. The Corporation shall not be liable for damages for any kind whatsoever resulting from water or the use of water on the member's premises, unless such damage results directly from negligence on the part of the Corporation. The Corporation shall not be responsible for any damage done by or resulting from any defects in piping, fixtures, or appliances on the member's premises. The Corporation shall not be responsible for



negligence of third persons, or forces beyond the control of the Corporation resulting in any interruption of service.

- D. Under normal conditions, the members will be notified of any anticipated interruptions of service.

Section 6. Member's Responsibility.

- A. Piping on the premises of the member must be so installed that the connections are conveniently located with respect to Corporation lines and mains.
- B. The Member's piping and apparatus shall be installed and maintained by the member at the member's expense in a safe and efficient manner and in accordance with the Corporation rules and regulations and in full compliance with sanitary regulations of the State Board of Health and Ohio Environmental Protection Agency.
- C. The Member shall guarantee proper protection for the Corporation's property placed on the member's premises and shall permit access to it only by authorized representatives of the Corporation.
- D. In the event that any loss or damage to the property of the Corporation or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the member, his agent or employees, the cost of the necessary repairs or replacements shall be paid by the member to the Corporation and any liability otherwise resulting shall be assumed by the member.

- E. The amount of such loss, or damage or the cost of repairs shall be added to the member's bill and if not paid, services may be discontinued by the Corporation.
  
- F. Water furnished by the Corporation shall be used for this corporation's purposes such as the pool and common planting areas, and other developments in the service area. The member shall not sell water to any other person or permit any other person to use said water. Water shall not be used for irrigation, fire protection, or other purposes, except when water is available in sufficient quantity without interfering with the regular consumption, then the water may be used for any other purpose. Disregard for this rule shall be sufficient cause for refusal or discontinuance of service.

Section 7. Extensions to Mains and Services.

- A. The Corporation will supply service for temporary purposes, provided that the Corporation has water available in excess of the Corporation's regular needs, and provided that the Corporation has available material and equipment necessary to supply said service. Each applicant for such service must pay in advance to the Corporation the Corporation's estimate of cost of labor and materials, less salvage value on removal, for installing and cost of removing such service.
  
- B. The Corporation will construct extensions to its water lines to points within its area but

the Corporation shall not be required to make such installations unless the member pays to the Corporation the entire cost of the installation.

- C. All line extensions shall be evidenced by contract signed by the Corporation and the person advancing funds for said extension.
- D. If refund of the advance is to be made the following method shall apply: Twenty per cent (20%) of the total gross revenue for water sales per year for each service connected to the new extension described in the agreement, for a period not to exceed five years, provided that the aggregate payments do not exceed the total amount deposited.

No refund shall be made from any revenue received from any lines leading up to or beyond the particular line extension covered by contract. It is understood that the Corporation may, at its option at any time within the five year period, refund in full the difference between the amount that has already been refunded and the amount deposited.

#### Section 8. Access to Premises.

- A. Duly authorized agents of the Corporation shall have access, at all reasonable hours, to the premises of the member for the purpose of installing or removing Corporation property, inspecting piping, reading or testing meters or for any other purpose in connection with the Corporation's service and facilities.

- B. Each member hereby grants and conveys to the Corporation a permanent easement and right-of-way across any property owned or controlled by the member or the association wherever said easement and right-of-way is necessary for the Corporation water facilities and lines, so as to be able to furnish service to the member.

Section 9. Change of Occupancy.

- A. Not less than one week's notice must be given in person or in writing to the Corporation to discontinue service or to change occupancy.
- B. The outgoing party will be responsible for all water consumed up to the time of departure or the time specified for departure, whichever period is longer.

Section 10. Meter Reading - Billing - Collection.

- A. Meters may be read and the monthly bill may be adjusted, but the Corporation reserves the right to vary the dates or length of period covered, temporarily or permanently if necessary or desirable.
- B. Bills for water will be figured in accordance with the Corporation's published rate schedule and will be based on the amount consumed for a period covered by the meter reading, together with a minimum flat fee.
- C. Reading from different meters will not be combined for billing, irrespective of the fact that said meters may be for the same or

different premises, or the same or different members, or for the same or different services.

- D. Bills are due when rendered and delinquent after ten (10) days; if not paid in thirty (30) days, service may be discontinued by the Corporation.
- E. Each Association shall be responsible to collect the Corporation's water bill from each of the members and shall include such charges with its assessments.
- F. Delinquent notices will be mailed to the member at the next regular monthly billing date. These notices will be mailed as final notices and if payment is not made within five (5) days, services will be discontinued.
- G. Failure to receive bills or notices shall not prevent such bills from becoming delinquent nor relieve the member from payment.

Section 11. Suspension of Service.

- A. When services are discontinued and all bills paid, membership certificates will be purchased by the Corporation for the initial purchase price of \$10.00.
- B. Upon discontinuance of service for nonpayment of bills the membership fee will be applied by the Corporation toward the settlement of the account. Any balance will be refunded to the member, but if the membership certificate fee is not sufficient to cover the bill, the

Corporation may proceed to collect the balance in the usual way provided by law for the collection of debts.

- C. Service discontinued for non-payment of bills will be restored only after bills are paid in full, and a service charge of in an amount determined necessary to cover the corporation's cost of disconnecting and connecting service.
- D. The Corporation reserves the right to discontinue its service without notice for the following additional reasons:
1. To prevent fraud or abuse.
  2. Consumer's willful disregard of the Corporation's rules.
  3. Emergency repairs.
  4. Insufficiency of supply due to circumstances beyond the Corporation's control.
  5. Legal process.
  6. Director of public authorities.
  7. Strike, riot, fire, flood, accident or any unavoidable cause.

Section 12. Complaints - Adjustment.

- A. If the member association believes its bill to be in error, it shall present its claim, in person or in writing, to the Corporation before the bill becomes delinquent. Such claim if made after the bill has become delinquent, shall not be effective in preventing discontinuance of service, as heretofore provided. The member association may pay such bill under a protest and said payment shall not prejudice his claim.

- B. The Corporation will make special meter readings at the request of the member association for a fee of ten dollars (\$10.00), provided, however, that if such special reading discloses that the meter was over-read, no charge will be made.
- C. Meters will be tested at the request of the member association upon payment to the Corporation of the actual cost to the Corporation of making the test.
- D. If the seal of a meter is broken by other than the Corporation's representatives or if the meter fails to register correctly or is stopped for any cause, the member association shall pay an amount estimated from the record of his previous bills and/or from other proper data.

Section 13. Abridgment or Modification of Rules.

- A. No promise, agreement or representation of any employees of the Corporation shall be binding upon the Corporation except as it shall have been agreed upon in writing, signed and accepted by the acknowledged officers of the Corporation.
- B. No modification of rates or any of the rules and regulations shall be made by any agent of the Corporation.
- C. The word "Corporation" used herein applies to West Harbor Group, Inc. The word "Member" used herein applies to the members of said Corporation.

ARTICLE XII

Swimming Pool Regulations and Administration

1. The swimming pool and swimming pool area are for the use of Owners of Units within the total service area, their families, their tenants ("residents") and their invited guests.
2. All guests 18 years of age or under must be accompanied by a resident at all times.
3. All guests over 18, when not accompanied by a resident, must present a guest card. Guest cards may be obtained from the Manager by the residents.
4. Residents are responsible for the conduct of their guests at all times.
5. Rules and regulations as amended shall be posted in a convenient location of the pool.
6. Swimming pool hours will be determined. The swimming pool may be open beyond the above hours upon request of a resident, to the Manager, provided the resident assumes responsibility for the pool and compliance with the regulations.
7. Any person having any apparent skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharges, or any communicable disease shall be excluded from the pool.
8. No boisterous or rough play, except supervised water sports, is permitted in the pool, or in the pool area.
9. Spitting, spouting water, and blowing nose in the pool, etc are prohibited.
10. Solo swimming (swimming alone when no other person is in the immediate pool area) is prohibited.
11. Drinking alcoholic beverages in the pool area is prohibited.
12. No horseplay... No running... Please walk.
13. The use of glassware or glass bottles, etc. in the pool area is prohibited.
14. Please observe swimming hours as posted.
15. All individuals will take a shower in their apart-



ment before entering the swimming pool and will provide their own towels.

16. When swimming, attire will conform to conventional swimming suits.

17. All individuals shall maintain maximum cleanliness and tidiness in the swimming pool area.

18. Tobacco, beverages, or food will not be taken within 8 feet of the swimming pool.

19. No children in diapers will be allowed in the swimming pool.

20. No pets are allowed in the swimming pool.

21. The association will store personal articles found on the premises until the end of the current swimming season and will dispose of those unclaimed articles remaining at that time. It will assume no responsibility for personal property left at the pool or in the cabana.

#### ARTICLE XIII

##### Distribution of Surplus Funds

It is not anticipated that there will be any surplus funds or net income to the corporation at the end of the fiscal year after provisions are made for the payment of expenses of operation and maintenance and the funding of the various reserves for depreciation, debt retirement and other purposes. In the event that they should exist such surplus funds or net incomes, they may be placed in an existing or new reserve account, to be used for the improvements and/or extension of the corporation facilities, or to be used for the early retirement of any outstanding indebtedness as the Board of Trustees may determine to be in the best interests of the corporation and to the extent not otherwise provided for by any contractual arrangement. The occurrence in subsequent fiscal year of surplus funds or net income above the requirements of the corporation as above mentioned, including if any, a reserve for improvements and extension of the facilities shall be taken into consideration by the Board of Trustees in determining the water rates to be charged the members.

ARTICLE XIV  
Service Area

The legal descriptions of the service areas are attached hereto as Exhibit A. The common areas to be maintained by the corporation are shown on Exhibit B. The Corporate Property is shown on Exhibit C.

ARTICLE XV  
Amendments

These bylaws may be repealed or amended by a vote of a majority of the members present at any regular meeting of the corporation, or at any special meeting of the corporation called for that purpose.

We certify that the foregoing bylaws were duly adopted by the incorporators on JULY 10, 1991, pursuant to Section 1702.10 of the Ohio Revised Code, and that the same are in full force and effect and have not been amended.

Given under our hands and the seal of the corporation, this TENTH day of JULY, 1991.

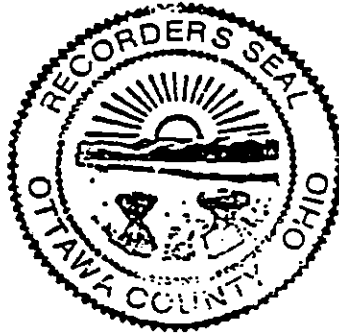
Ronald E. Raymond  
Secretary

Robert M. Doe  
President

James R. Snider  
Witnessed July 30, 1991  
W. J. ...

This conveyance has been examined and the grantor had complied with section 319-202 of the revised code.  
FEE \$ \_\_\_\_\_  
EXEMPT X  
JAMES R. SNIDER, County Auditor

I, Virginia M. Park, Ottawa County Recorder, certify that the partnership certificate of West Harbor Cove was filed in the County Recorder's office on 10-27-88, Vol. 4 Pg. 142.  
Annelle Horn Deputy



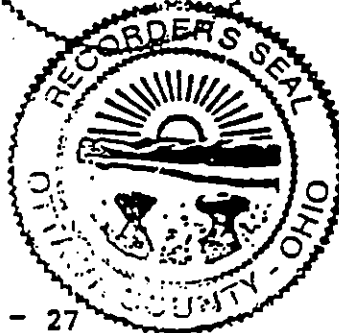
RECEIVED  
OTTAWA CO. RECORDER  
VIRGINIA M. PARK  
1991 JUL 30 PM 4:02  
RECORDED July 31, 1991  
Vol. 346 Pg. 152 FEE 122.00  
PORT CLINTON, OHIO

070926

I, Virginia M. Park, Ottawa County Recorder, certify that the partnership certificate of Charter Captains Merwin was filed in the County Recorder's office on 10-27-88, Vol. 4 Pg. 143.  
Annelle Horn Deputy



I, Virginia M. Park, Ottawa County Recorder, certify that the partnership certificate of Lusk Donut Ltd. Twp was filed in the County Recorder's office on 9-20-89, Vol. 4 Pg. 223.  
Annelle Horn Deputy



DEED, EASEMENT AND DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS DEED, EASEMENTS AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is given and made as of the 13th day of JUNE, 1991, by and between WEST HARBOR COVE AND MARINA, A PARTNERSHIP, CHARTER CAPTAINS MARINA, A PARTNERSHIP, AND BUCK POINT LIMITED PARTNERSHIP, (hereinafter referred to as "Grantor") and WEST HARBOR GROUP, INC., An Ohio non-profit corporation (hereinafter referred to as "Grantee").

W I T N E S S E T H

WHEREAS, Grantor is the owner of the several parcels of real property legally described in Exhibit A attached hereto, together with all the buildings, improvements, and structures thereon and all privileges and appurtenances thereunto belonging; and

WHEREAS, Grantor desires to develop a residential-recreational community initially comprised of all or a portion of the property described in Exhibit A attached hereto but which may eventually include all of the property described on Exhibit B, and which Grantor presently intends to submit to the provisions of Chapter 5311 of the Revised Code of Ohio to form one or more Condominiums and Boataminiums and to develop one or more Marinas and subdivisions; and

WHEREAS, Grantor presently desires to develop various utility and recreational facilities, common planting areas, common channels and various easements all as described in Exhibit C attached hereto and hereinafter referred to as the "Corporate Property"; and

WHEREAS, Grantor desires to provide for the preservation of the values and amenities in said residential-recreational community and for the preservation and maintenance of the Corporate Property; and to this end, desires to subject the Corporate Property and the Residential-Recreational Properties (defined below) to certain covenants, restrictions, easements, charges and liens, each and all of which is and are for the benefit of each Property; and

WHEREAS, Grantor has deemed it desirable for the efficient preservation of the values and amenities in said residential-recreational community to create an entity to hold legal title to the Corporate Property to which will be delegated and assigned the powers of: maintaining, preserving and administering the Corporate Property; administering and enforcing said covenants, restrictions, easements, charges and liens; and levying, collecting and disbursing any assessments and charges; and

Hartung title 19744

WHEREAS, Grantor has caused to be incorporated, under the laws of the State of Ohio, as a non-profit corporation, WEST HARBOR GROUP, INC., for the purpose of exercising the aforesaid functions.

NOW, THEREFORE, GRANTOR, of Ottawa County, Ohio, for valuable consideration paid, grants to WEST HARBOR GROUP, INC., an Ohio non-profit corporation, the tax mailing address of which is 200 Lakeshore Drive, Port Clinton, Ohio 43452, the real property fully described on Exhibit C attached hereto and hereby by reference incorporated herein (hereinbefore referred to as the Corporate Property).

SUBJECT, HOWEVER, to easements, and restrictions of record, zoning ordinances and real estate taxes and assessments due and payable after the date hereof, and further subject to an together with the following reservations, covenants, restrictions, easements, charges and liens (hereinafter collectively referred to as the "Restrictions") which Grantor and Grantee hereby agree shall be binding upon and for the benefit of (i) Grantor and Grantee and their respective successors and assigns; (ii) the Residential-Recreational Properties (defined below) and (iii) the Corporate Property.

#### ARTICLE ONE

#### DEFINITIONS

Wherever used herein:

Section 1. "Association(s)" shall mean and refer to the organization(s) of all the Unit Owners that administer(s) the Condominium(s), Boataminium(s), Marina(s) and Subdivision(s).

Section 2. "Condominium(s)" shall mean and refer to the regimes created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio on the Residential Properties and shall include Boataminium(s).

Section 3. "Corporate Property" shall mean and refer to the herein conveyed premises which will be owned and/or managed by the Corporation for the common use and enjoyment of owners of the residential-recreational community.

Section 4. "Corporation" shall mean and refer to West Harbor Group, Inc., an Ohio non-profit corporation, its successors and assigns.

Section 5. "Recreational Properties" shall include Boataminium(s) and Marina(s) and shall mean and refer to that real property legally described in Exhibit A and B attached hereto and any additional real property which may be owned by Grantor and submitted to the provisions of these Restrictions at Grantor's discretion.

Section 6. "Residential Properties" shall mean and refer to that real property legally described in Exhibits A and B attached hereto and any additional real property which may be owned by Grantor and submitted to the provisions of these Restrictions at Grantor's discretion.

Section 7. "Unit" shall mean and refer to the area designated as a Unit in the Declaration of Condominium Ownership for a Condominium and, if applicable, to a non-Condominium Unit.

Section 8. "Unit Owner" shall mean and refer to a person who owns a Unit.

## ARTICLE TWO

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Corporate Property which shall be appurtenant to and shall pass with the title subject to the following:

(a) The right hereby reserved by Grantor and the right of the Corporation to grant and reserve easements and rights-of-way through, under, over and across the Corporate Property, for the installation, maintenance and inspection of public or private roadways and lines and appurtenances for public or private water, sewer, communications (telephone, telegraph, cablevision, etc.), drainage, fuel oil and natural gas and other utilities;

(b) The right of the Corporation, in accordance with its Articles and ByLaws, to borrow money for the purpose of improving the Corporate Property and in aid thereof: (i) to mortgage said Property, and (ii) to take such steps as are reasonably necessary to protect the Corporate Property against foreclosure. If required by a mortgagee of the water or sewage treatment facilities (if those facilities are conveyed to the Corporation by the Grantor), the rights of the Unit Owners hereunder shall be subordinate to the right of such mortgagee;

(c) The right of the Corporation to convey or dedicate the Corporate Property, including the water facilities to Grantor, to any other person or to the public free of the rights of the Unit Owners for such consideration as the Corporation deems appropriate, or for no consideration, where

the Corporation deems such conveyance or dedication to further the development or to otherwise be in the interest of the residential community to do so; provided, that no such conveyance shall prevent access to any Unit or to any boat slip appurtenant to any Unit over the private roadways and waterways of the Residential Properties, or terminate any Unit's right to continued utility services;

(d) The right of the Corporation to establish reasonable rules and regulations of general application to all Unit Owners for the use and enjoyment of the Corporate Property.

(e) The right of the Corporation to charge reasonable admission, user charges, and other fees for the use and enjoyment of Corporate Property;

(f) The obligation of the Corporation to maintain the vegetative buffer zone located on that part of the Corporate Property described on Exhibit C-10 attached hereto, including the replacement, within a reasonable time, of any trees or shrubs planted within the buffer zone which die or are destroyed.

Section 2. Delegation of Use. Any Owner may delegate his rights of enjoyment to the Corporate Property to members of his family, his tenants, or contract purchasers (and members of the family of any tenant or contract purchaser) who reside in a Unit.

### ARTICLE THREE

#### EASEMENTS

Section 1. Maintenance Easement. Grantor hereby grants to the Corporation easements for access over the real estate serviced by this Corporation for the maintenance or operations of the Corporate Property.

Section 2. Roadway Easement. Grantor hereby grants to the Corporation a non-exclusive easement for use and enjoyment over the roadways on the real estate serviced by this Corporation.

### ARTICLE FOUR

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of a Lien for Assessments. The Grantor, for itself and its successors and assigns, and for

each Unit in the Residential Properties hereby covenants, and each Unit Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Corporation: (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

Section 2. Assessment Procedure. The annual and special assessments shall be a charge against each Association and will become a common expense of the Association. Each such assessment shall also be a charge and a lien against a Unit in an amount equal to that Unit's share of common expenses as provided in the Declaration of Condominium Ownership for each Condominium or, if applicable, in the amount directly chargeable to each non-condominium Unit. Each such assessment shall also be a personal obligation of the Unit Owners at the time when the assessment falls due. The lien against each Unit and personal obligation of each Condominium Unit Owner will be extinguished upon payment to the Association of each assessment applicable to such Unit.

Section 3. Residential and Common Area Rate of Assessment. The annual and special assessments will be allocated and charged to each Association in the same percentage as the number of Units in that Condominium bears to the total number of Units in the Residential Properties. The annual assessment will be allocated to each non-condominium Unit, if any, on a pro rata basis, based upon the total number of Units in the Residential Properties.

Section 4. Utility Rate of Assessment. Each member association or member development shall be separately metered and charged based on actual useage plus a minimum flat fee regardless of use as more particularly set forth in the Rules and Regulations of West Harbor Group, Inc.

Section 5. Other Assessments. Shall be determined by the Board of Trustees as necessary to maintain, repair and replace the Corporate Property and to operate the Corporate Property. Such assessments shall be prorated among benefitted owners.

Section 6. Purpose of Assessments. The assessments levied by the Corporation shall be exclusively for the purpose of promoting the recreation, health, safety and welfare of the Unit Owners and in particular for the improvement and maintenance of the Corporate Property and for services and facilities devoted to this purpose and related to the use and enjoyment of the Corporate Property, including but not limited to the payment of taxes and insurance on the Corporate Property and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, and all fees, charges or tests required by any governmental entity.



Section 7. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Corporation may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Corporate Property, including fixtures and personal property related thereto.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on the first day of the month following the filing of the first Declaration of Condominium Ownership of a Condominium. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Trustees of the Corporation shall fix the amount of the annual assessment for the succeeding calendar year and shall allocate such assessment to each Association and each Non-condominium Unit not later than November 1 of each year. Written notice of the annual assessments shall be sent to every Association and Non-condominium Unit Owner not later than November 1 of each year. The due dates shall be established by the Board of Trustees of the Corporation.

Section 9. Effect of Non-Payment of Assessments; Remedies of the Corporation. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Corporation may bring an action at law against an Association, an individual owner or Non-condominium Owner to pay the same, or foreclose the lien against the Unit of any Unit Owner who fails to pay any assessment. No Association or Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Corporate Property.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit upon foreclosure of a first mortgage or any other proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer and the Corporation shall be paid from any foreclosure proceedings all sale proceeds to which it is entitled. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Effect of Non-payment of Assessments; Remedies for Default.

(a) At any time after an assessment levied pursuant hereto remains unpaid for ten (10) days or more days after the same has become due and

added to the amount of any such assessment, to the extent permitted by Ohio law.

## ARTICLE FIVE

### GENERAL PROVISIONS

Section 1. Binding Effect. This Declaration and the reservations, covenants, restrictions, easements, charges and liens contained herein shall, run with and be binding upon and inure to the benefit of the Corporate Property, and Grantor and Grantee and their respective successors and assigns.

Section 2. Enforcement. The Corporation, or any member of the Corporation, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Corporation or by any such member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

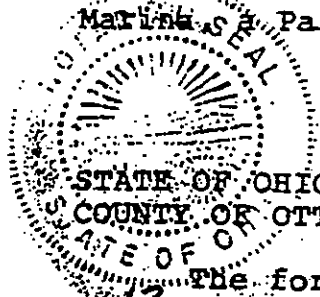
Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Termination; Amendment. At the end of twenty (20) years from the date this Declaration is recorded or at ten year intervals thereafter, the covenants and restrictions of this Declaration may be terminated by a written instrument signed under oath by the Presidents of Associations and by Non-condominium Unit Owners responsible for not less than seventy-five percent (75%) of the assessments under Articles 3 and 4, Section 2, above stating that Unit Owners holding not less than seventy-five percent (75%) of the voting power of the Corporation (including, in the case of each such Association seventy-five percent [75%] of the voting power of each such Association) had authorized such action in writing or by their vote at a meeting duly held for such purpose. The Declaration may be amended by a similar instrument. Notwithstanding the preceding provisions of this Section 4, no termination or amendment of this Declaration shall relieve the Corporation from or modify its obligations under Article 2, Sections 1(e), (h) and (i); and no amendment shall alter the percentage of any Association or any Non-condominium Unit under Article 3, Section 2, without the consent of that Association or Unit Owner.

IN WITNESS WHEREOF, the undersigned has caused this Deed and Declaration of Covenants, Conditions and Restrictions to be executed and delivered by its duly authorized representatives as of the 13th day of June, 1991.

STATE OF OHIO,  
COUNTY OF OTTAWA, SS:

The foregoing instrument was acknowledged before me this 13 day of JUNE, 1991, by Robert R. McCallen and Ronald E. Daymude, general partners of Charter Captains Marina's Partnership, on behalf of the partnership.



[Signature]  
Notary Public

JOHN A. KOCHER  
Notary Public, State of Ohio  
My Comm. For Life

STATE OF OHIO,  
COUNTY OF OTTAWA, SS:

The foregoing instrument was acknowledged before me this 13 day of JUNE, 1991, by Robert R. McCallen and Ronald E. Daymude, general partners of Buck Point Limited Partnership, on behalf of the partnership.



[Signature]  
Notary Public

JOHN A. KOCHER  
Notary Public, State of Ohio  
My Comm. For Life

West Harbor Group, Inc., an Ohio non-profit corporation, Grantee under the foregoing Deed and Declaration of Covenants, Conditions, and Restrictions, does hereby accept conveyance of the Corporate Property thereunder and agree to the covenants, conditions, and restrictions set forth therein as of the 13 day of JUNE, 1991.

Signed and acknowledged  
in the presence of:

West Harbor Group, Inc.,  
An Ohio non-profit corporation

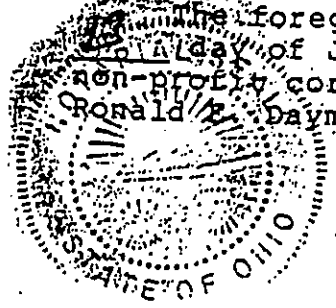
[Signature]  
Charles S. Omata

[Signature]  
Ronald E. Daymude Sec

This instrument prepared by:  
John A. Kocher, Attorney at Law  
Meyer, Kocher, Loeffler & Wargo  
Port Clinton, Ohio  
#1restrict-5

STATE OF OHIO,  
COUNTY OF OTTAWA, SS:

The foregoing instrument was acknowledged before me this 13 day of June, 1991, by West harbor Group, inc., an Ohio non-profit corporation, by Robert R. McCallen, President and Ronald E. Daymude, Secretary, on behalf of the corporation.



[Signature]  
Notary Public

JOHN A. KOCHER  
Notary Public, State of Ohio  
My Comm. For Life

## EXHIBIT A-1

WEST HARBOR COVE  
BOATAMINIUM  
A MARINE CONDOMINIUM

Being part of lot Sixteen (16) of the Firelands Survey, Section Three (3), Danbury Township, Ottawa County, Ohio, and being more described as follows:

Beginning at a found iron rod marking the intersection of the centerline of Buck Road, said centerline being the east line of Lot Sixteen (16) of the Firelands Survey, and the north line of a parcel of land now owned by LuMac Development company, Deed Volume 308 Page 844, Ottawa County Recorder's Office; thence N 89° 14'16" W a distance of 1241.26' feet along the south right of way line of Cedar Cove Drive to the point of beginning; thence N 89° 14'16" W a distance of 1568.77' feet along the south right of way line of Cedar Cove Drive to a point; thence N 00 45'44" E a distance of 520.00' feet to a point; thence S 89 23'31" E a distance of 155.85' feet; thence N 00 36'29" E a distance of 36.00' feet; thence N 89 23'31" W a distance of 28.00' feet; thence N 00 36'29" E a distance of 48.66' feet; thence S 89 14'16" E a distance of 1491.15' feet; thence S 00 45'44" W a distance of 510.51' feet; thence N 89 14'16" W a distance of 19.26' feet to the north east corner of dock 91; thence S 00 45'44" W a distance of 44.50 feet to the south east corner of dock 91; thence N 89 14'16" W a distance of 30.74' feet; thence S 00 45'44" W a distance of 50.00' feet to the point of beginning containing 22.1340 acres more or less.

## EXHIBIT A-2

WEST HARBOR LANDING  
BOATAMINIUM  
A MARINE CONDOMINIUM

Being part of lot Sixteen (16) of the Firelands Survey, Section Three (3), Danbury Township, Ottawa County, Ohio, and being more described as follows:

Beginning at a found iron rod marking the intersection of the centerline of Buck Road, said centerline being the east line of Lot Sixteen (16) of the Firelands Survey, and the north line of a parcel of land now owned by LuMac Development company, Deed Volume 308 Page 844, Ottawa County Recorder's Office; thence N 89 14'16" W a distance of 30.00' feet to the point of beginning located on the west right of way line of Buck Road and the south right of way line of Cedar Cove Drive; thence N 89 14'16" W a distance of 1211.26' feet to a point in line with the west edge of the West Harbor Marina Boat Channel; thence N 00 45'44" E a distance of 50.00' feet to a point; thence S 89 14'16" E a distance of 30.74' feet to a point located on the south west corner of dock 226; thence N 00 45'44" E a distance of 44.50' feet to a point on the north west corner of dock 226; thence S 89 14'16" E a distance of 19.26' feet to the centerline of the West Harbor Marina Boat Channel; thence N 00 45'44" E a distance of 510.51' feet along the centerline of the West Harbor Marina Boat Channel; thence N 89 14'16" W a distance of 1491.15' feet to a point in the middle of the West Harbor Marina Boat Channel; thence S 00 36'29" W a distance of 84.66' feet; thence N 89 23'31" W a distance of 127.85' feet; thence N 00 45'44" E a distance of 106.86' feet; thence S 89 08'02" E a distance of 532.86' feet to a point located at the south west corner of dock 302; thence N 00 51'58" E a distance of 93.80' feet to a point on a cul-de-sac; thence north east along a curve having a central angle of 78 10'14"; a radius of 50.00'; a arc length of 68.22'; a tangent of 40.61'; and a chord with bearing of N 49 56'03" E and distance of 63.05' feet. Thence north east along a reverse curve having a central angle of 46 34'04"; a radius of 30.00', an arc length of 24.38'; a tangent of 12.91'; and a chord with bearing of N 34 07'58" E and a distance of 23.72' feet. Thence N 57 25'00" E a distance of 14.62' feet to a point on the lot line of lot 1199; thence S 89 08'02" E a distance of 49.81 to a point on the north east corner of Lot 1199; thence S 00 51'58" W a distance of 127.00' feet to a point; thence N 89 08'02" W a distance of 38.80' feet to a point on the north west corner of dock 266. Thence S 00 51'58" W a distance of 36.00' feet to a point on the south west corner of dock 266; thence S 89 08'02" E a distance of 363.35' feet to a point on the south west corner of dock 240; thence N 00 51'58" E a distance of 36.00' feet to a point on the north west corner of dock 240; thence S 89 08'02" E a distance of 13.98' feet to a point on the north east corner of dock 240; Thence S 00 51'58" W a distance of 36.00' feet to a point on the south east corner of dock 240; thence S 89 08'02" E a distance of 13.98' feet to a point on the south west corner of dock 241; Thence N 00 51'58" E a distance of 36.00' feet to a



point on the north west corner of dock 212; thence S 89 08'02" E a distance of 5.28' feet to the PC of a curve at the South R/W. Thence north east along a curve having a central angle of 39 30'25"; a radius of 263.53'; an arc length of 181.71'; a tangent of 94.64'; and a chord with bearing of N 71 06'45" E and a distance of 178.14' feet. Thence N 51 21'32" E a distance of 136.61' feet to a point; thence south east along a curve having a central angle of 23 09'36"; a radius of 125.00'; an arc length of 50.53'; a tangent of 25.61'; and a chord with bearing of S 57 06'47" E and a distance of 50.18' feet. thence S 67 04'37" E a distance of 22.33' to the north east corner of lot 1238; thence S 00 46'09" W a distance of 87.40' feet to the south east corner of lot 1238; thence N 89 14'16" W a distance of 94.56' feet to a point; thence S 00 45'51" W a distance of 274.00' to the north east corner of lot 1219; thence S 89 14'16" E a distance of 220.06' feet to a point; thence S 00 46'13" W a distance of 360.00' to the south east corner of lot 1239; thence S 89 14'16" E a distance of 440.01' feet to a point; thence N 00 17'53" E a distance of 360.01' feet to a point; thence S 89 14'16" E a distance of 243.34' feet to a point on the west R/W of Buck Road; thence S 00 00'00" W along the Buck Road R/W a distance of 193.01' feet to a point; thence S 03 25'44" W along the R/W of Buck Road a distance of 167.19' feet to a point; thence S 00 00'00" W a distance of 50.00' feet to the point of beginning, containing 10.9766 acres more or less.

EXHIBIT B-1  
FUTURE EXPANSION  
WEST HARBOR LANDING  
BOATAMINIUM  
EXHIBIT "1"

Being part of lot Sixteen (16) of the Firelands Survey, Section Three (3), Danbury Township, Ottawa County, Ohio, and being more described as follows:

Beginning at a found iron rod marking the intersection of the centerline of Buck Road, said centerline being the east line of Lot Sixteen (16) of the Firelands Survey, and the north line of a parcel of land now owned by LuMac Development company, Deed Volume 308 Page 844, Ottawa County Recorder's Office; thence N 89 14'16" W a distance of 30.00' feet; thence N 00 00'00" E a distance of 50.00' feet; thence N 03 25'44" E a distance of 167.19' feet; thence N 00 00'00" E a distance of 193.01' feet to the point of beginning located on the west right of way line of Buck Road; thence N 00 00'00" E a distance of 142.44' feet to a point located on the west R/W line of Buck Road; thence N 70 26'36" W a distance of 157.14' feet; thence N 81 39'00" W a distance of 362.63' feet; thence N 67 04'37" W a distance of 319.33' feet to the north east corner of lot 1238; thence S 00 46'09" W a distance of 87.40' feet to the south east corner of lot 1238; thence N 89 14'16" W a distance of 94.57' feet to a point; thence S 00 45'51" W a distance of 274.00' to the north east corner of lot 1219; thence S 89 14'16" E a distance of 220.06' feet to a point; thence S 00 46'13" W a distance of 360.00' to the south east corner of lot 1239; thence S 89 14'16" E a distance of 440.01' feet to a point; thence N 00 17'53" E a distance of 360.01' feet to a point; thence S 89 14'16" E a distance of 243.34' feet to the point of beginning, containing 8.6305 acres more or less.



## EXHIBIT B-2

FUTURE EXPANSION  
WEST HARBOR LANDING  
BOATAMINIUM  
EXHIBIT "2"

Being part of lot Sixteen (16) of the Firelands Survey, Section Three (3), Danbury Township, Ottawa County, Ohio, and being more described as follows:

Beginning at a found iron rod marking the intersection of the centerline of Buck Road, said centerline being the east line of Lot Sixteen (16) of the Firelands Survey, and the north line of a parcel of land now owned by LuMac Development company, Deed Volume 308 Page 844, Ottawa County Recorder's Office; thence N 00 00'00" E a distance of 545.64' feet to a point on the center line of Buck Road; thence N 70 26'36" W a distance of 178.36' feet to a point; thence N 81 39'00" W a distance of 362.63' feet to a point; thence N 67 04'37" W a distance of 341.66' feet to a point; thence north west along a curve having a central angle of 23 09'36"; a radius of 125.00'; a arc length of 50.53'; a tangent of 25.61'; and a chord with bearing of N 57 06'47" W and distance of 50.18' feet to the true point of beginning. Thence north west along a curve having a central angle of 32 41'59"; a radius of 125.00'; a arc length of 71.34'; a tangent of 36.67'; and a chord with bearing of N 29 11'00" W and distance of 70.38' feet to a point; thence N 12 50'00" W a distance of 410.12' feet to a point; thence N 80 50'00" W a distance of 345.00' feet to a point; thence south west along a curve having a central angle of 41 45'00"; a radius of 75.00'; a arc length of 54.65'; a tangent of 28.60'; and a chord with bearing of S 78 17'30" W and distance of 53.45' feet. Thence S 57 25'00" W a distance of 939.14' feet to a point on the lot line of lot 1199; thence S 89 08'02" E a distance of 49.81' to a point on the north east corner of Lot 1199; thence S 00 51'58" W a distance of 127.00' feet to a point; thence N 89 08'02" W a distance of 38.80' feet to a point on the north west corner of dock 266. Thence S 00 51'58" W a distance of 36.00' feet to a point on the south west corner of dock 266; thence S 89 08'02" E a distance of 363.35' feet to a point on the south west corner of dock 240; thence N 00 51'58" E a distance of 36.00' feet to a point on the north west corner of dock 240; thence S 89 08'02" E a distance of 13.98' feet to a point on the north east corner of dock 240; Thence S 00 51'58" W a distance of 36.00' feet to a point on the south east corner of dock 240; thence S 89 08'02" E a distance of 13.98' feet to a point on the south west corner of dock 241; Thence N 00 51'58" E a distance of 36.00' feet to a point on the north west corner of dock 241; thence S 89 08'02" E a distance of 27.95' feet to a point on the north east corner of dock 242; Thence S 00 51'58" W a distance of 36.00' feet to a point on the south east corner of dock 242; thence S 89 08'02" E a distance of 13.98' feet to a point on the south west corner of dock 243; Thence N 00 51'58" E a distance of 36.00' feet to a point on the north west corner of dock 243; thence S 89 08'02" E a distance of 41.93' feet to a point on the north east corner of dock 245; Thence S 00 51'58" W a distance of

36.00' feet to a point on the south east corner of dock 245; thence S 89 08'02" E a distance of 139.75' feet to a point on the south west corner of dock 229; Thence N 00 51'58" E a distance of 36.00' feet to a point on the north west corner of dock 229; thence S 89 08'02" E a distance of 13.98' feet to a point on the north east corner of dock 229; Thence S 00 51'58" W a distance of 36.00' feet to a point on the south east corner of dock 229; thence S 89 08'02" E a distance of 13.98' feet to a point on the south west corner of dock 230; Thence N 00 51'58" E a distance of 36.00' feet to a point on the north west corner of dock 230; thence S 89 08'02" E a distance of 27.95 feet to a point on the north east corner of dock 231; Thence S 00 51'58" W a distance of 36.00' feet to a point on the south east corner of dock 231; thence S 89 08'02" E a distance of 13.98' feet to a point on the south west corner of dock 232; Thence N 00 51'58" E a distance of 36.00' feet to a point on the north west corner of dock 232; thence S 89 08'02" E a distance of 13.98' feet to a point on the north east corner of dock 232; Thence S 00 51'58" W a distance of 36.00' feet to a point on the south east corner of dock 232; thence S 89 08'02" E a distance of 97.83' feet to a point on the south west corner of dock 214; thence N 00 51'58" E a distance of 36.00' feet to a point on the north west corner of dock 214; thence S 89 08'02" E a distance of 27.95 feet to a point on the north east corner of dock 215; Thence S 00 51'58" W a distance of 36.00' feet to a point on the south east corner of dock 215; thence S 89 08'02" E a distance of 13.98' feet to a point on the south west corner of dock 216; Thence N 00 51'58" E a distance of 36.00' feet to a point on the north west corner of dock 216; thence S 89 08'02" E a distance of 27.95' feet to a point on the north east corner of dock 217; Thence S 00 51'58" W a distance of 36.00' feet to a point on the south east corner of dock 217; thence S 89 08'02" E a distance of 13.98' feet to a point on the south west corner of dock 218; Thence N 00 51'58" E a distance of 36.00' feet to a point on the north west corner of dock 218; thence S 89 08'02" E a distance of 41.93' feet to a point on the north east corner of dock 220; Thence S 00 51'58" W a distance of 36.00' feet to a point on the south east corner of dock 220; thence S 89 08'02" E a distance of 13.98' feet to a point on the south west corner of dock 221; Thence N 00 51'58" E a distance of 36.00' feet to a point on the north west corner of dock 221; thence S 89 08'02" E a distance of 41.93' feet to a point on the north east corner of dock 225; Thence S 00 51'58" W a distance of 36.00' feet to a point on the south east corner of dock 225; thence S 89 08'02" E a distance of 41.95' feet to a point on the south west corner of dock 212; Thence N 00 51'58" E a distance of 36.00' feet to a point on the north west corner of dock 212; thence S 89 08'02" E a distance of 5.28' feet to the PC of a curve at the South R/W. Thence north east along a curve having a central angle of 39 30'25"; a radius of 263.53'; an arc length of 181.71'; a tangent of 94.64'; and a chord with bearing of N 71 06'45" E and a distance of 178.14' feet. Thence N 51 21'32" E a distance of 136.61' feet to the point of beginning, containing 13.8609 acres more or less.

## EXHIBIT B-3

FUTURE EXPANSION  
 WEST HARBOR LANDING  
 BOATAMINIUM  
 EXHIBIT "3"

Being part of lot Sixteen (16) of the Firelands Survey, Section Three (3), Danbury Township, Ottawa County, Ohio, and being more described as follows:

Beginning at a found iron rod marking the intersection of the centerline of Buck Road, said centerline being the east line of Lot Sixteen (16) of the Firelands Survey, and the north line of a parcel of land now owned by LuMac Development company, Deed Volume 308 Page 844, Ottawa County Recorder's Office; thence N 89 14'16" W a distance of 2810.03' feet along the south right of way line of Cedar Cove Drive to the point of beginning; thence N 89 14'16" W a distance of 418.18' feet to a point; thence N 06 16'53" W a distance of 546.28' feet to a point; thence N 47 39'07" E a distance of 11.48' feet; thence N 47 39'07" E a distance of 1680.57' feet; thence N 89 48'00" E a distance of 858.12' feet; thence S 17 35'17" E a distance of 183.85' feet; thence N 82 54'07" W a distance of 255.69' feet; thence S 74 16'58" W a distance of 62.57' feet; thence S 57 25'00" W a distance of 186.74' feet; thence S 78 38'21" W a distance of 230.64' feet; thence S 32 35'00" E a distance of 258.49' feet; thence S 57 25'00" W a distance of 20.00' feet; thence N 32 35'00" W a distance of 258.49' feet to a point; thence S 35 21'49" W a distance of 156.45' feet; thence S 52 49'21" W a distance of 140.45' feet; thence S 57 25'00" W a distance of 140.00' feet; thence S 69 38'26" W a distance of 143.25' feet; thence S 41 16'20" W a distance of 145.75' feet; thence S 32 35'00" E a distance of 155.06' feet; thence south east along a curve having a central angle of 133 09'55"; a radius of 50.00'; a arc length of 116.21'; a tangent of 115.45'; and a chord with bearing of S 24 23'53" E and distance of 91.76' feet. Thence S 00 51'58" W a distance of 93.80' feet; thence N 89 08'02" W a distance of 532.86' feet; thence S 00 45'44" W a distance of 626.86' feet to the point of beginning containing 23.1819 acres more or less.

## EXHIBIT C-1

## CONVEYANCE OF UNITS

Grantors grant and convey to West Harbor Group, Inc. Unit 119 and Limited Common Area 1119, Unit 120 and Limited Common Area 1120 in West Harbor Landing Boataminium, a Marine Condominium, subject to all conditions and restrictions of record for the purpose of operating a water treatment plant upon Limited Common Area 1119 and a pool upon Limited Common Area 1120.

## EXHIBIT C-2

## CHANNEL ACCESS

Grantor grants an easement for all Unit Owners adjacent to the following described channel for boat ingress and egress:

EASEMENT DESCRIPTION  
EXHIBIT "1"

Being part of lot Sixteen (16) of the Firelands Survey, Section Three (3), Danbury Township, Ottawa County, Ohio, and being more described as follows:

Beginning at a found iron rod marking the intersection of the centerline of Buck Road, said centerline being the east line of Lot Sixteen (16) of the Firelands Survey, and the north line of a parcel of land now owned by LuMac Development company, Deed Volume 308 Page 844, Ottawa County Recorder's Office; thence N 89°14'16" W a distance of 1241.26' feet along the south right of way line of Cedar Cove Drive to a point in line with the west edge of the West Harbor Marina Boat Channel. Thence N 00°45'44" E a distance of 94.50' feet along the west edge of the West Harbor Marina Boat Channel; thence S 89°14'16" E a distance of 25.00' feet to the true point of beginning; thence N 00°45'44" E a distance of 473.79' feet to a point in the West Harbor Marina Boat Channel; thence N 89°23'31" W a distance of 164.05' feet to a point; thence S 00°36'29" W a distance of 8.00' feet to a point; thence N 89°23'31" W a distance of 1636.58' feet to a point; thence N 01°04'52" E a distance of 248.57' feet; thence N 47°39'07" E a distance of 129.75' feet; thence S 01°04'52" W a distance of 265.62' feet; thence S 89°08'02" E a distance of 1748.98' feet; thence S 00°45'44" W a distance of 529.40' feet; thence N 89°14'16" W a distance of 43.00' feet to the point of beginning containing 3.7707 acres more or less.

## EXHIBIT C-3

## ACCESS EASEMENT

Grantor grants a non-exclusive perpetual easement to the owners of Units in West Harbor Landing Boataminium, a Marina Condominium, their guests and invitees over the following described real estate.

EASEMENT DESCRIPTION  
EXHIBIT "2"

Being part of lot Sixteen (16) of the Firelands Survey, Section Three (3), Danbury Township, Ottawa County, Ohio, and being more described as follows:

Beginning at a found iron rod marking the intersection of the centerline of Buck Road, said centerline being the east line of Lot Sixteen (16) of the Firelands Survey, and the north line of a parcel of land now owned by LuMac Development company, Deed Volume 308 Page 844, Ottawa County Recorder's Office; thence N 00 00'00" E a distance of 545.64' feet to a point on the center line of Buck Road; thence N 70 26'36" W a distance of 178.36' feet to a point; thence N 81 39'00" W a distance of 362.63' feet to a point; thence N 67 04'37" W a distance of 341.66' feet to a point; thence northwest along a curve having a central angle of 23 09'36"; a radius of 125.00'; an arc length of 50.53'; a tangent of 25.61', and a chord with a bearing of N 57 06'47" W and a distance of 50.18' feet to the point of beginning located on the right of way line of West Harbor Blvd. and the south right of way line of this Easement; thence S 51 21'32" W a distance of 136.61' feet to the Pt of a curve; thence Southwest along a curve having a central angle of 39 30'25"; a radius of 263.53'; an arc length of 181.71'; a tangent of 94.64'; and a chord with bearing and distance of S 71 06'45" W a distance of 178.14' feet. Thence N 89 08'02" W a distance of 986.65' feet to a point; thence N 00 51'58" E a distance of 30.00' feet to a point; thence S 89 08'02" E a distance of 986.65' feet to the PC of a curve at the R/W; thence Northeast along a curve having a central angle of 39 30'25"; a radius of 233.53'; an arc length of 161.03'; a tangent of 83.86'; and a chord with bearing and distance of N 71 06'45" E a distance of 157.86' feet. Thence N 51 21'32" E a distance of 136.61' feet; thence Southeast along a curve having a central angle of 13 47'03"; a radius of 125.00'; an arc length of 30.07'; a tangent of 15.11'; and a chord with bearing and distance of S 38 38'28" E a distance of 30.00' feet to the point of beginning, containing 0.8912 acres more or less.

## EXHIBIT C-4

## PARKING AND ACCESS

Grantor grants a perpetual easement to the owners of Units 224, 223, 222, 213, 306, 307, 308 and future expansion Units 309, 101, 227, 228 in West Harbor Landing Boataminium, a Marine Condominium, for purposes of parking one vehicle and access from the Unit to the vehicle as follows, to-wit:

EASEMENT DESCRIPTION  
EXHIBIT "3A"

Being part of lot Sixteen (16) of the Firelands Survey, Section Three (3), Danbury Township, Ottawa County, Ohio, and being more described as follows:

Beginning at a found iron rod marking the intersection of the centerline of Buck Road, said centerline being the east line of Lot Sixteen (16) of the Firelands Survey, and the north line of a parcel of land now owned by LuMac Development company, Deed Volume 308 Page 844, Ottawa County Recorder's Office; thence N 89 14'16" W a distance of 2810.03' feet along the south right of way line of Cedar Cove Drive to the point of beginning. Thence N 00 45'44" E a distance of 520.00' feet to a point; thence N 89 23'31" W a distance of 17.32' feet to a point; thence S 00 45'44" W a distance of 519.95' feet; thence S 89 14'16" E a distance of 17.32' feet to the point of beginning containing 0.2068 acres more or less.

## EXHIBIT C-5

## ACCESS

Grantor grants a non-exclusive easement to the owners of Units 224, 223, 222, 212, 306, 307, 308 and future expansion Units 309, 101, 227, 228 in West Harbor Landing Boataminium, a Marine Condominium, for non vehicular access from their Units to their vehicle, to wit:

EASEMENT DESCRIPTION  
EXHIBIT "38"

Being part of lot Sixteen (16) of the Firelands Survey, Section Three (3), Danbury Township, Ottawa County, Ohio, and being more described as follows:

Beginning at a found iron rod marking the intersection of the centerline of Buck Road, said centerline being the east line of Lot Sixteen (16) of the Firelands Survey, and the north line of a parcel of land now owned by LuMac Development company, Deed Volume 308 Page 844, Ottawa County Recorder's Office; thence N 89 14'16" W a distance of 2810.03' feet along the south right of way line of Cedar Cove Drive to a point. Thence N 00 45'44" E a distance of 520.00' feet to the point of beginning; thence S 89 23'31" E a distance of 155.85' feet to a point; thence S 00 36'29" W a distance of 20.42' feet; thence N 89 14'16" W a distance of 155.90' feet; thence N 00 45'44" E a distance of 20.00' feet to the point of beginning containing 0.0723 acres more or less.



## EXHIBIT C-6

## WATER WELL EASEMENT

Grantor grants a perpetual easement to West Harbor Group, Inc. over the real estate specified below to maintain the existing water wells together with drilling additional wells thereon. West harbor Group, Inc. nor the owners of the fee shall do anything that would be in violation of any EPA or Board of health requirements for water wells.

EASEMENT DESCRIPTION  
EXHIBIT "4"

Being part of lot Sixteen (16) of the Firelands Survey, Section Three (3), Danbury Township, Ottawa County, Ohio, and being more described as follows:

Beginning at a found iron rod marking the intersection of the centerline of Buck Road, said centerline being the east line of Lot Sixteen (16) of the Firelands Survey, and the north line of a parcel of land now owned by LuMac Development company, Deed Volume 308 Page 844, Ottawa County Recorder's Office; thence N 89 14'16" W a distance of 2810.03' feet along the south right of way line of Cedar Cove Drive to the point of beginning. Thence N 00 45'44" E a distance of 350.00' feet to a point; thence N 89 14'16" W a distance of 150.00' feet to a point; thence S 05 45'27" E a distance of 352.28' feet; thence S 89 14'16" E a distance of 110.00' feet to the point of beginning containing 1.0445 acres more or less.

## EXHIBIT C-7

## INGRESS AND EGRESS EASEMENT

Grantor grants a non-exclusive perpetual easement to owners of Units in condominium's or developments adjacent to Cedar Cove Drive, their invitees and guests for ingress and egress over the following described real estate:

DESCRIPTION CEDAR COVE  
DRIVE EASEMENT "1"

Being part of lot Sixteen (16) of the Firelands Survey, Section Three (3), Danbury Township, Ottawa County, Ohio, and being more described as follows:

Beginning at a found iron rod marking the intersection of the centerline of Buck Road, said centerline being the east line of Lot Sixteen (16) of the Firelands Survey, and the north line of a parcel of land now owned by LuMac Development company, Deed Volume 308 Page 844, Ottawa County Recorder's Office; thence N 89 14'16" W a distance of 30.00' feet to the point of beginning located on the west right of way line of Buck Road and the south right of way line of Cedar Cove Drive; thence N 89 14'16" W a distance of 1211.26' feet to a point in line with the west edge of the West Harbor Marina Boat Channel; thence N 00 45'44" E a distance of 50.00' feet to a point; thence S 89 14'16" E a distance of 1210.59' feet to a point; thence S 00 00'00" W a distance of 50.00' feet to the point of beginning containing 1.3900 acres more or less.

## EXHIBIT C-8

## INGRESS AND EGRESS EASEMENT

Grantor grants a perpetual non-exclusive easement to owners of Units in Lot 1, Cedar Cove Acres Subdivision and West Harbor Cove Boataminium, a Marine Condominium, for purposes of vehicular ingress and egress together with their invitees and guests over the following described real estate:

DESCRIPTION CEDAR COVE  
DRIVE EASEMENT "2"

Being part of lot Sixteen (16) of the Firelands Survey, Section Three (3), Danbury Township, Ottawa County, Ohio, and being more described as follows:

Beginning at a found iron rod marking the intersection of the centerline of Buck Road, said centerline being the east line of Lot Sixteen (16) of the Firelands Survey, and the north line of a parcel of land now owned by LuMac Development company, Deed Volume 308 Page 844, Ottawa County Recorder's Office; thence N 89 14'16" W a distance of 1241.26' feet along the south right of way line of Cedar Cove Drive to the point of beginning; thence N 89 14'16" W a distance of 1568.77' feet; thence N 00 45'44" E a distance of 50.00' feet to a point; thence S 89 14'16" E a distance of 1568.77' feet to a point; thence S 00 45'44" W a distance of 50.00' feet to the point of beginning containing 1.8007 acres more or less.

## EXHIBIT C-9

## CHANNEL DREDGING EASEMENT

Grantor grants a perpetual easement to West Harbor Group, Inc. for the purpose of dredging the channel located upon the following described real estate to within 568 and 570 USGS.

EASEMENT DESCRIPTION  
EXHIBIT "5"

Being part of lot Sixteen (16) of the Firelands Survey, Section Three (3), Danbury Township, Ottawa County, Ohio, and being more described as follows:

Beginning at a found iron rod marking the intersection of the centerline of Buck Road, said centerline being the east line of Lot Sixteen (16) of the Firelands Survey, and the north line of a parcel of land now owned by LuMac Development company, Deed Volume 308 Page 844, Ottawa County Recorder's Office; thence N 89°14'16" W a distance of 1241.26' feet along the south right of way line of Cedar Cove Drive to a point in line with the west edge of the West Harbor Marina Boat Channel. Thence N 00°45'44" E a distance of 50.00' feet along the west edge of the West Harbor Marina Boat Channel, to the true point of beginning; thence N 00°45'44" E a distance of 510.22' feet to a point on the edge of the West Harbor Marina Boat Channel; thence N 89°23'31" W a distance of 139.03' feet to a point; thence S 00°36'29" W a distance of 36.00' feet to a point; thence N 89°23'31" W a distance of 1636.88' feet to a point; thence N 01°04'52" E a distance of 284.57' feet; thence N 47°39'07" E a distance of 129.75' feet; thence S 01°04'52" W a distance of 229.62' feet; thence S 89°08'02" E a distance of 1780.78' feet; thence S 00°45'44" W a distance of 609.84' feet; thence N 89°14'16" W a distance of 100.00' feet to the point of beginning containing 7.3836 acres more or less.

EXHIBIT C-10

COMMON RIGHT OF WAY MAINTENANCE

A perpetual easement is granted to West Harbor Group, Inc. for purposes of maintaining all of the landscaping, plantings, lawn, signs, flowers and shrubs located within any dedicated private or public roads within the total service area of West Harbor Group, Inc. as specified in Exhibits A and B herein.

SIXTH AMENDMENT  
TO THE DECLARATION OF  
WEST HARBOR LANDING BOATAMINIUM  
A Marine Condominium

CERTIFICATE OF AUDITOR

A copy of this Sixth Amendment to the Declaration of West Harbor Landing Boataminium, a Marine Condominium, was filed with this office on the 23 day of June, 1998.

James R. Suder  
County Auditor  
by Mary Gardner, dep

9800049482  
GRAVES & KOHLI

9800049482  
Filed for Record in  
OTTAWA COUNTY, OHIO  
VIRGINIA M. PARK  
On 06-23-1998 At 01:52 pm.  
AMND DECLAR 58.00  
Vol. 426 Pg. 562 - 574

This instrument prepared by:  
Graves & Kohli  
142 W. Water Street  
Oak Harbor, OH 43449  
gak.njk 06.08.98

**SIXTH AMENDMENT TO DECLARATION FOR  
WEST HARBOR LANDING BOATAMINIUM,  
A Marine Condominium**

**THIS AMENDMENT TO DECLARATION** is made and entered into this 9<sup>th</sup> day of June, 1998, by Buck Point Limited Partnership, a partnership (hereinafter referred to as "Declarant"), for the purpose of correcting a surveying error relative to the Second Amendment relating to the Limited Common Areas only and correcting the drafting of documents which omitted a 20' wide drainage Easement located as now drawn on the Drawing filed herewith; and further for the purpose of submitting certain property to condominium use and ownership in accordance with the provisions of Chapter 5311 of the Ohio Revised Code (hereinafter referred to as the "Act").

**WHEREAS**, on July 30, 1991, Declarant filed with the Ottawa County Recorder, a Declaration of Condominium Ownership (herein referred to as the "Original Declaration") for West Harbor Landing Boataminium, a Marine Condominium, with Original Declaration and Bylaws attached thereto, were recorded in Ottawa County Recorder's Office Volume 366, Pages 209 through 265, and which Original Declaration was accompanied by Drawings (herein referred to as the "Original Drawings") recorded in Volume 31, Pages 22 through 22-K, by which condominium ownership was established pursuant to the provisions of the Act for the Condominium Property (as defined in the Original Declaration); and

**WHEREAS**, on May 4, 1993, Declarant filed the First Amendment for West Harbor

Landing Boataminium, a Marine Condominium, which was recorded in Ottawa County Recorder's Office Volume 380, Pages 810 through 819, which was accompanied by Drawings recorded in Volume 33, Pages 13 through 13D; and

**WHEREAS**, on April 26, 1995, Declarant filed the Second Amendment for West Harbor Landings Boataminium, a Marine Condominium, which was recorded in Ottawa County Recorder's Office Volume 396, Pages 58 through 67, which was accompanied by Drawings recorded in Volume 34, Pages 28 through 28F; and

**WHEREAS**, on July 24, 1996, Declarant filed the Third Amendment for West Harbor Landings Boataminium, a Marine Condominium, which was recorded in Ottawa County Recorder's Office Volume 408, pages 286 through 302, which was accompanied by Drawings recorded in Volume 36, Page 60.

**WHEREAS**, on September 13, 1996, Declarant filed the Fourth Amendment for West Harbor Landings Boataminium, a Marine Condominium, which was recorded in Ottawa County Recorder's Office Volume 410, Pages 17 through 26, which was accompanied by Drawings recorded in Volume 37, Pages 6 through 9.

**WHEREAS**, on October 22, 1996, Declarant re-filed the Fourth Amendment for West Harbor Landings Boataminium, a Marine Condominium, which was re-recorded in Ottawa County Recorder's Office Volume 411, Pages 520 through 530.

**WHEREAS**, on June 25, 1997, the Declarant filed the Fifth Amendment for West Harbor Landings Boataminium, a Marine Condominium, which was recorded in Ottawa County Recorder's Office Volume 417, Pages 807 through 823.

**WHEREAS**, mathematical calculations were in error in the Fourth Amendment,



Exhibit B, which shows Unit Percentage interest to be 1/109 or .0092 percent which should be 1/74 or .0135 percent, and the Fifth Amendment, Exhibit D, which shows Unit Percentage interest to be 1/120 or .0083 which should be 1/85 or .0118.

**WHEREAS**, pursuant to the provisions of the Act, Declarant reserved the option in the Original Declaration to expand the Condominium Property by submitting any or all of the Additional Condominium Property (as defined in the Original Declaration) to the provisions of the Act; and

**WHEREAS**, Declarant, pursuant to the provisions of Article XVII Expansions of the Original Declaration, desires to amend the Original Declaration, as previously amended, in accordance with the provisions of Section 5311.051 of the Act for the purpose of expanding the Condominium Property by adding thereto and making a part thereof a portion of the Additional Condominium Property.

**NOW THEREFORE**, Declarant hereby declares as follows:

1) Declarant hereby submits to the provision of the Act that portion of the "Additional Condominium Property" which consists of the land described on Exhibit "A" attached hereto, and being Unit Numbers 330, 331, 390, and 391, with Appurtenant Limited Common Area Numbers 1330, 1331, 1390, and 1391, all other structures, improvements and facilities that may hereafter be constructed or installed on the parcel herein, all easements, rights, and appurtenances thereunto belonging.

2) Unless otherwise specifically defined herein, all terms used herein shall have the respective meanings ascribed thereto in the Original Declaration.

3) Unless the context expressly otherwise requires, all references in the Original

Declaration, in the Bylaws attached thereto, in the Original Drawings (as referred to in Subsection 3 (c) hereof) are amended as set forth herein:

- (a) to "Condominium Property" - shall mean and include as a part thereof the real estate originally declared into the condominium and the real estate added by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment; and
- (b) to "Declaration" - shall mean and include as a part thereof the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and the Fifth Amendment to Declaration of Ownership; and
- (c) to "Drawings" - shall mean and include as a part thereof the Supplemental Drawings, to be attached hereto as Exhibit "B" (which comprise the "Additional Drawings", as defined in the Original Declaration), and were prepared and certified by registered architects or registered engineers and registered surveyors, in accordance with Section 5311.07 of the Act; and
- (d) to "Unit" - shall mean and include as a part thereof that part of the Condominium Property (as amended by Section 3(a) hereof) designated in Article IV of the Original Declaration and delineated as such on the Drawings.

4) Article IV DESCRIPTION OF PROJECT AND UNITS of the Original

Declaration is hereby amended as follows:

Section 3 - Unit Designations. The Original Declaration brought in 51 Units numbered 201 through 232; 238 through 245; 297 through 302, 306 through 308; and 199 through 200. The First Amendment brought in 5 Units numbered 303, 304, 305, 309, and 310. The Second Amendment brought in 13 Units numbered 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 392, 393, and 394. The Fourth Amendment brought in 5 Units numbered 251, 263, 274, 285, and 395. The Fifth Amendment brought in 11 Units numbered 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, and 342. The Sixth Amendment brings in 4 Units numbered 330, 331, 390 and 391. Each Unit has an appurtenant Limited Common Area with a corresponding

number in the 1000 series, for example Unit 303's Limited Common Area is 1303. Exhibit "C" designates the Plat Book and Page of the Drawings which show the location of the Units and Limited Common Areas. Exhibit "C" contains the list of Units and appurtenant Limited Common Areas.

5) The Unit Percentage Interest in the Common Areas in the Fourth Amendment is corrected to read  $1/74$  or .0135% and the Fifth Amendment is corrected to read  $1/85$  or .0118%.

6) Pursuant to Article V, Section 3 of the Original Declaration, the respective percentages of interest pertaining to each Unit, as listed on Exhibit "D", attached to the Original Declaration are hereby amended to consist of the percentages of interest designated on Exhibit "C" attached hereto.

7) Notwithstanding any contrary provision in the Original Declaration or in the Bylaws attached thereto, the Unit Owners of Units on the Parcel added hereby shall not have any right or title to or interest in funds of the Association nor any liability for expenses of the Association which are allocable to a period preceding the date on which this Amendment to Declaration is filed with the Ottawa County Recorder.

8) The Original Declaration, the Bylaws attached thereto, and the Original Drawings, as each of the foregoing are hereby amended and supplemented, shall be and remain in full force and effect and are hereby incorporated into this instrument as if fully rewritten herein.

9) The invalidity or unenforceability of any provision of this Amendment to Declaration shall not affect or impair the validity or enforceability of any other provision of this Amendment to Declaration.

10) All exhibits referred to in this Amendment to Declaration and attached hereto constitute an integral part of this Amendment to Declaration.

IN WITNESS WHEREOF, Buck Point Limited Partnership, by its General Partners, Robert R. McCallen and Ronald E. Daymude, have caused this instrument to be executed this 9th day of June, 1998.

IN THE PRESENCE OF:

DECLARANT:

BUCK POINT LIMITED PARTNERSHIP

Garnis Stephens

By

Robert R. McCallen  
Robert R. McCallen, General Partner

Annette McCallen

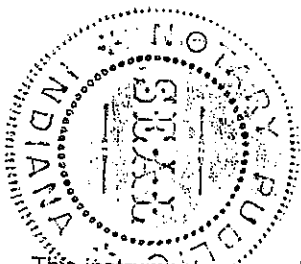
By

Ronald E. Daymude  
Ronald E. Daymude, General Partner

STATE OF INDIANA  
County of Wabash

Before me, a Notary Public, in and for said County and State, personally appeared the above named Buck Point Limited Partnership, by its general partners, Robert R. McCallen and Ronald E. Daymude, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Wabash, Indiana, and hereby certify the foregoing this 9th day of June, 1998.



Christa J. Fuller  
Notary Public

CHRISTA J. FULLER  
NOTARY PUBLIC STATE OF INDIANA  
WABASH COUNTY

My commission expires MISSION EXP. MAY 8, 2008

This instrument prepared by:  
Graves & Kohli  
142 W. Water Street  
Oak Harbor, OH 43449  
gak.njk 06.08.98

**WEST HARBOR LANDING  
BOATAMINIUM  
A MARINE CONDOMINIUM**

**TRACT A OF AMENDMENT 6**

Being part of lot Sixteen (16) of the Firelands Survey, Section Three (3), Danbury Township, Ottawa County, Ohio, and being more described as follows:

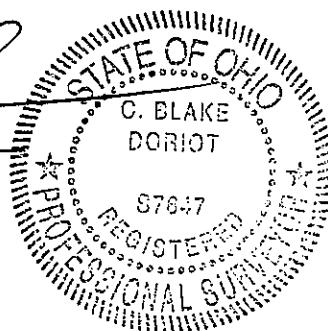
Commencing at a found iron pipe in concrete marking the southeast corner of lot sixteen and the south line of section 3; thence North 00 degrees 00 minutes 00 seconds East (assumed bearing and basis for all bearings this description) for a distance of 3018.28 feet to a found iron rod marking the intersection of the center line of Buck Road, said center line being the east line of Lot Sixteen (16) of the Firelands Survey, and the north line of a parcel of land now owned by LuMac Development company, Deed Volume 308 Page 844, Ottawa County Recorders Office; thence N 00°00'00" E a distance of 545.87 feet to a point; thence N 70°26'36" W a distance of 178.36 feet to a point; thence N 81°39'00" W a distance of 362.63 feet to a point; thence N 67°04'37" W a distance of 341.66 feet to a point; thence Northwest along (C1) a curve having a central angle of 23°09'32"; a radius of 125.00'; a arc length of 50.53'; a tangent of 25.61'; and a chord with bearing of N 57°06'47" W and a distance of 50.18 feet to a point located on the west right of way line of Mystic Bay Point and the south right of way line of Constitution Boulevard; thence continuing along (C2) said curve having a central angle of 16°34'00"; a radius of 125.00'; a arc length of 36.14'; a tangent of 18.20'; and a chord with bearing of N 37°15'00" W and a distance of 36.02 feet to a point located on the west right of way line of Mystic Bay Point and the north right of way line of Constitution Boulevard; thence S 51°21'32" W a distance of 137.23 feet to a point; thence Southwest along (C8) a curve having a central angle of 4°12'50"; a radius of 227.53'; a arc length of 16.73'; a tangent of 8.37'; and a chord with bearing of S 53°24'06" W and a distance of 16.73 feet to a point; thence N 00°45'34" E a distance of 55.03 feet to the northeast corner of LCA 1311 (Amendment 2, Vol. 34, Page 28A-F); thence N 89°08'02" W a distance of 550.00 feet to a point; thence N 00°45'34" E a distance of 95.00 feet to the Northwest corner of LCA 1342 (Amendment 5, Vol. 38, Page 27) said point being the true point of beginning; thence N 00°45'34" E a distance of 30.00 feet to a point; thence N 89°08'02" W a distance of 205.00 feet to a point; thence N 00°45'34" E a distance of 50.00 feet to a point; thence N 89°08'02" W a distance of 30.00 feet to a point; thence N 00°45'34" E a distance of 53.77 feet to a point; thence N 32°35'00" W a distance of 15.00 feet to a point; thence S 57°25'00" W a distance of 437.75 feet to a point; thence S 89°08'02" E a distance of 40.48 feet to a point; thence S 00°45'34" W a distance of 97.00 feet to a point; thence S 89°08'02" E a distance of 100.00 feet to a point; thence N 00°45'34" E a distance of 97.00 feet to a point; thence S 89°08'02" E a distance of 58.46 feet to a point; thence N 00°45'34" E a distance of 89.37 feet to a point; thence N 57°25'00" E a distance of 23.47 feet to a point; thence S 32°35'00" E a distance of 8.75 feet to a point; thence S 89°08'02" E a distance of 385.58 feet to the point of beginning, containing 1.094 acres more or less. Subject to all legal easements of record.

**AUTHOR CERTIFICATION**

I, C Blake Doriot a registered Land Surveyor in the State of Ohio, hereby certify that the above description was prepared from previous survey information under my direction, and that the lines, angles, and distances hereon are true and accurate to the best of my knowledge and belief.

Certification date: June 10, 1998

C Blake Doriot, OH. Reg. S 7647



*Robert Steen*  
Approved 6-23-98 mjlw  
Ottawa County Engineer

WEST HARBOR LANDING  
BOATAMINIUM  
A MARINE CONDOMINIUM

Exhibit "A"

TRACT B AMENDMENT #6  
SHEET 3 OF 4

Being part of lot Sixteen (16) of the Firelands Survey, Section Three (3), Danbury Township, Ottawa County, Ohio, and being more described as follows:

Commencing at a found iron rod marking the Northwest Corner of L.C.A. 1212 in the recorded Plat of West Harbor Landing Boataminium, A Marine Condominium as found on record Plat Volume 31 Pages 22-22K in the Office of The Recorder, Ottawa County; thence Southwest along (C30) a curve having a central angle of 5 degrees 58'16"; a radius of 263.54'; a arc length of 27.45'; a tangent of 13.74'; and a chord with bearing of S 87 degrees 52'53" W and a distance of 27.44 feet to a point; thence N 89 degrees 08'02" W (Assumed bearing and basis for this description) for a distance of 900.01 feet to the Northwest Corner of Dock 339, said point being the true point of beginning for this description;

(L-1) thence S 00 degrees 51'58" W a distance of 36.00 feet to the Southeast corner of dock 330;

(L-2) thence N 89 degrees 08'02" W a distance of 13.98 feet to the Southwest corner of dock 330;

(L-3) thence N 00 degrees 51'58" E a distance of 36.00 feet to the Northwest corner of dock 330;

(L-4) thence N 89 degrees 08'02" W a distance of 41.94 feet to the Northwest corner of dock 342;

(L-5) thence S 00 degrees 51'58" W a distance of 36.00 feet to the Southwest corner of dock 342;

(L-6) thence N 89 degrees 08'02" W a distance of 13.98 feet to the Southeast corner of dock 343;

(L-7) thence N 00 degrees 51'58" E a distance of 36.00 feet to the Northeast corner of dock 343;

(L-8) thence N 89 degrees 08'02" W a distance of 237.66 feet to the Northwest corner of dock 350;

(L-9) thence S 00 degrees 51'58" W a distance of 36.00 feet to the Southwest corner of dock 350;

(L-10) thence N 89 degrees 08'02" W a distance of 27.96 feet to the Southwest corner of dock 390;

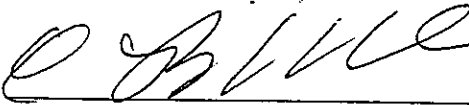
(L-11) thence N 00 degrees 51'58" E a distance of 36.00 feet to the Northwest corner of dock 390;

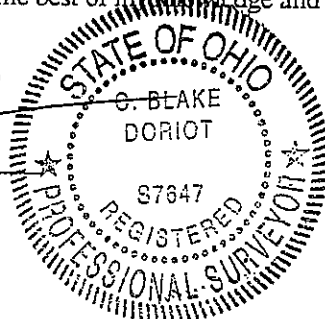
thence S 89 degrees 08'02" E a distance of 335.52 feet to the point of beginning, containing 0.046 acres more or less. Subject to all legal easements of record.

AUTHOR CERTIFICATION.

I, C Blake Doriot a registered Land Surveyor in the State of Ohio, hereby certify that the above description was prepared from previous survey information under my direction, and that the lines, angles, and distances hereon are true and accurate to the best of my knowledge and belief.

Certification date: May 28, 1998

  
C Blake Doriot, OH. Reg. S 7647



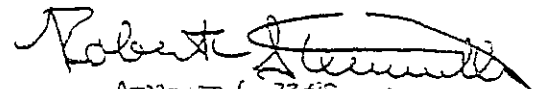
  
Approved 6-23-98 MW  
Ottawa County Engineer

EXHIBIT "B"

The Drawings required by Ohio Revised Code Chapter 5311 are recorded in Ottawa County Plat Records Volume 39, Page 39 through 42 and are hereby incorporated by reference herein.



## EXHIBIT "C"

All Units together with their appurtenant Limited Common Areas have been assigned a par value of one therefor each Unit Percentage Interest in the Common Areas of the condominium since there are eighty-nine Units is  $1/89$  or .0112%.

The Unit Number and its appurtenant Limited Common Areas are as follows:

<u>UNIT</u>	<u>LCA</u>	<u>UNIT</u>	<u>LCA</u>
201	1201	240	1240
202	1202	241	1241
203	1203	242	1242
204	1204	243	1243
205	1205	244	1244
206	1206	245	1245
207	1207	297	1297
208	1208	298	1298
209	1209	299	1299
210	1210	300	1300
211	1211	301	1301
212	1212	302	1302
213	1213	306	1306
214	1214	307	1307
215	1215	308	1308
216	1216	199	1199
217	1217	200	1200
218	1218	303	1303
219	1219	304	1304
220	1220	305	1305
221	1221	309	1309
222	1222	310	1310
223	1223	311	1311
224	1224	312	1312
225	1225	313	1313
226	1226	314	1314
227	1227	315	1315
228	1228	316	1316
229	1229	317	1317
230	1230	318	1318
231	1231	319	1319
232	1232	320	1320
238	1238	392	1392
239	1239	393	1393
251	1251	394	1394
263	1263	395	1395

274	1274	332	1332
285	1285	333	1333
330	1330	334	1334
331	1331	335	1335
390	1390	336	1336
391	1391	337	1337
		338	1338
		339	1339
		340	1340
		341	1341
		342	1342

9800050835  
Filed for Record in  
OTTAWA COUNTY, OHIO  
VIRGINIA M. PARK  
On 07-29-1998 At 12:39 pm.  
AMND DECLAR 58.00  
Vol. 427 Pg. 493 - 505

**SEVENTH AMENDMENT  
TO THE DECLARATION OF  
WEST HARBOR LANDING BOATAMINIUM  
A Marine Condominium**

**CERTIFICATE OF AUDITOR**

A copy of this Seventh Amendment to the Declaration of West Harbor Landing Boataminium, a Marine Condominium, was filed with this office on the 21 day of July, 1998.

*James R. Suder*  
County Auditor *by Mary Sandrey dep*

This instrument prepared by:  
Graves & Kohli  
142 W. Water Street  
Oak Harbor, OH 43449  
gak.njk 07.10.98

9800050835  
GRAVES & KOHLI

**SEVENTH AMENDMENT TO DECLARATION FOR  
WEST HARBOR LANDING BOATAMINIUM,  
A Marine Condominium**

**THIS AMENDMENT TO DECLARATION** is made and entered into this 16<sup>th</sup> day of July, 1998, by Buck Point Limited Partnership, a partnership (hereinafter referred to as "Declarant"), for the purpose of submitting certain property to condominium use and ownership in accordance with the provisions of Chapter 5311 of the Ohio Revised Code (hereinafter referred to as the "Act").

**WHEREAS**, on July 30, 1991, Declarant filed with the Ottawa County Recorder, a Declaration of Condominium Ownership (herein referred to as the "Original Declaration") for West Harbor Landing Boataminium, a Marine Condominium, with Original Declaration and Bylaws attached thereto, were recorded in Ottawa County Recorder's Office Volume 366, Pages 209 through 265, and which Original Declaration was accompanied by Drawings (herein referred to as the "Original Drawings") recorded in Volume 31, Pages 22 through 22-K, by which condominium ownership was established pursuant to the provisions of the Act for the Condominium Property (as defined in the Original Declaration); and

**WHEREAS**, on May 4, 1993, Declarant filed the First Amendment for West Harbor Landing Boataminium, a Marine Condominium, which was recorded in Ottawa County Recorder's Office Volume 380, Pages 810 through 819, which was accompanied by Drawings recorded in Volume 33, Pages 13 through 13D; and

**WHEREAS**, on April 26, 1995, Declarant filed the Second Amendment for West Harbor Landings Boataminium, a Marine Condominium, which was recorded in Ottawa County Recorder's Office Volume 396, Pages 58 through 67, which was accompanied by Drawings recorded in Volume 34, Pages 28 through 28F; and

**WHEREAS**, on July 24, 1996, Declarant filed the Third Amendment for West Harbor Landings Boataminium, a Marine Condominium, which was recorded in Ottawa County Recorder's Office Volume 408, pages 286 through 302, which was accompanied by Drawings recorded in Volume 36, Page 60.

**WHEREAS**, on September 13, 1996, Declarant filed the Fourth Amendment for West Harbor Landings Boataminium, a Marine Condominium, which was recorded in Ottawa County Recorder's Office Volume 410, Pages 17 through 26, which was accompanied by Drawings recorded in Volume 37, Pages 6 through 9.

**WHEREAS**, on October 22, 1996, Declarant re-filed the Fourth Amendment for West Harbor Landings Boataminium, a Marine Condominium, which was re-recorded in Ottawa County Recorder's Office Volume 411, Pages 520 through 530.

**WHEREAS**, on June 25, 1997, the Declarant filed the Fifth Amendment for West Harbor Landings Boataminium, a Marine Condominium, which was recorded in Ottawa County Recorder's Office Volume 417, Pages 807 through 823.

**WHEREAS**, on June 23, 1998, the Declarant filed the Sixth Amendment for West Harbor Landings Boataminium, a Marine Condominium, which was recorded in Ottawa County Recorder's Office Volume 426, Pages 562 through 574, which was accompanied by Drawings recorded in Volume 39, Pages 39 through 42.

**WHEREAS**, pursuant to the provisions of the Act, Declarant reserved the option in the Original Declaration to expand the Condominium Property by submitting any or all of the Additional Condominium Property (as defined in the Original Declaration) to the provisions of the Act; and

**WHEREAS**, Declarant, pursuant to the provisions of Article XVII Expansions of the Original Declaration, desires to amend the Original Declaration, as previously amended, in accordance with the provisions of Section 5311.051 of the Act for the purpose of expanding the Condominium Property by adding thereto and making a part thereof a portion of the Additional Condominium Property.

**NOW THEREFORE**, Declarant hereby declares as follows:

1) Declarant hereby submits to the provision of the Act that portion of the "Additional Condominium Property" which consists of the land described on Exhibit "A" attached hereto, and being Unit Numbers 383, 384, 385, 386, 387, 388, and 389, with Appurtenant Limited Common Area Numbers 1383, 1384, 1385, 1386, 1387, 1388 and 1389, all other structures, improvements and facilities that may hereafter be constructed or installed on the parcel herein, all easements, rights, and appurtenances thereunto belonging.

2) Unless otherwise specifically defined herein, all terms used herein shall have the respective meanings ascribed thereto in the Original Declaration.

3) Unless the context expressly otherwise requires, all references in the Original Declaration, in the Bylaws attached thereto, in the Original Drawings (as referred to in Subsection 3 (c) hereof) are amended as set forth herein:

- (a) to "Condominium Property" - shall mean and include as a part thereof the real estate originally declared into the condominium and the real estate added by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment; and
- (b) to "Declaration" - shall mean and include as a part thereof the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment to Declaration of Ownership; and
- (c) to "Drawings" - shall mean and include as a part thereof the Supplemental Drawings, to be attached hereto as Exhibit "B" (which comprise the "Additional Drawings", as defined in the Original Declaration), and were prepared and certified by registered architects or registered engineers and registered surveyors, in accordance with Section 5311.07 of the Act; and
- (d) to "Unit" - shall mean and include as a part thereof that part of the Condominium Property (as amended by Section 3(a) hereof) designated in Article IV of the Original Declaration and delineated as such on the Drawings.

4) Article IV DESCRIPTION OF PROJECT AND UNITS of the Original Declaration is hereby amended as follows:

Section 3 - Unit Designations. The Original Declaration brought in 51 Units numbered 201 through 232; 238 through 245; 297 through 302, 306 through 308; and 199 through 200. The First Amendment brought in 5 Units numbered 303, 304, 305, 309, and 310. The Second Amendment brought in 13 Units numbered 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 392, 393, and 394. The Fourth Amendment brought in 5 Units numbered 251, 263, 274, 285, and 395. The Fifth Amendment brought in 11 Units numbered 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, and 342. The Sixth Amendment brought in 4 Units numbered 330, 331, 390 and 391. The Seventh Amendment brings in 7 Units numbered 383, 384, 385, 386, 387, 388, and 389. Each Unit has an appurtenant Limited Common Area with a corresponding number in the 1000 series, for example Unit 303's Limited Common Area is 1303. Exhibit "C" designates the Plat Book and Page of the Drawings which show the

location of the Units and Limited Common Areas. Exhibit "C" contains the list of Units and appurtenant Limited Common Areas.

- 5) Pursuant to Article V, Section 3 of the Original Declaration, the respective percentages of interest pertaining to each Unit, as listed on Exhibit "D", attached to the Original Declaration are hereby amended to consist of the percentages of interest designated on Exhibit "C" attached hereto.
- 6) Notwithstanding any contrary provision in the Original Declaration or in the Bylaws attached thereto, the Unit Owners of Units on the Parcel added hereby shall not have any right or title to or interest in funds of the Association nor any liability for expenses of the Association which are allocable to a period preceding the date on which this Amendment to Declaration is filed with the Ottawa County Recorder.
- 7) The Original Declaration, the Bylaws attached thereto, and the Original Drawings, as each of the foregoing are hereby amended and supplemented, shall be and remain in full force and effect and are hereby incorporated into this instrument as if fully rewritten herein.
- 8) The invalidity or unenforceability of any provision of this Amendment to Declaration shall not affect or impair the validity or enforceability of any other provision of this Amendment to Declaration.
- 9) All exhibits referred to in this Amendment to Declaration and attached hereto constitute an integral part of this Amendment to Declaration.



IN WITNESS WHEREOF, Buck Point Limited Partnership, by its General Partners, Robert R. McCallen and Ronald E. Daymude, have caused this instrument to be executed this 16<sup>th</sup> day of July, 1998.

IN THE PRESENCE OF:

DECLARANT:

BUCK POINT LIMITED PARTNERSHIP

Janet J. Driscoll

By

Robert R. McCallen  
Robert R. McCallen, General Partner

Barbara A. Carpenter

By

Ronald E. Daymude  
Ronald E. Daymude, General Partner

STATE OF INDIANA  
County of Wabash

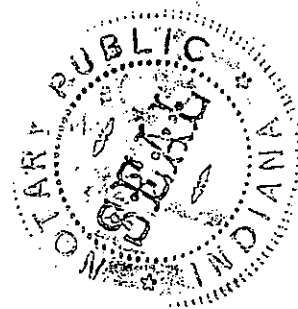
Before me, a Notary Public, in and for said County and State, personally appeared the above named Buck Point Limited Partnership, by its general partners, Robert R. McCallen and Ronald E. Daymude, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Wabash, Indiana, and hereby certify the foregoing this 16 day of July, 1998.

Judy A. Richardson  
Notary Public

My commission expires 8-13-2001

This instrument prepared by:  
Graves & Kohli  
142 W. Water Street  
Oak Harbor, OH 43449  
gak.njk 07.10.98



WEST HARBOR LANDING  
BOATAMINIUM  
A MARINE CONDOMINIUM

TRACT A OF AMENDMENT 7

Being part of lot Sixteen (16) of the Firelands Survey, Section Three (3), Danbury Township, Ottawa County, Ohio, and being more described as follows:

Commencing at a found iron pipe in concrete marking the southeast corner of lot sixteen and the south line of section 3; thence North 00 degrees 00 minutes 00 seconds East (assumed bearing and basis for all bearings this description) for a distance of 3018.28 feet to a found iron rod marking the intersection of the center line of Buck Road, said center line being the east line of Lot Sixteen (16) of the Firelands Survey, and the north line of a parcel of land now owned by LuMac Development company, Deed Volume 308 Page 844, Ottawa County Recorders Office; thence N 00°00'00" E a distance of 545.87 feet to a point; thence N 70°26'36" W a distance of 178.36 feet to a point; thence N 81°39'00" W a distance of 362.63 feet to a point; thence N 67°04'37" W a distance of 341.66 feet to a point; thence Northwest along (C1) a curve having a central angle of 23°09'32"; a radius of 125.00'; a arc length of 50.53'; a tangent of 25.61'; and a chord with bearing of N 57°06'47" W and a distance of 50.18 feet to a point located on the west right of way line of Mystic Bay Point and the south right of way line of Constitution Boulevard; thence continuing along (C2) said curve having a central angle of 16°34'00"; a radius of 125.00'; a arc length of 36.14'; a tangent of 18.20'; and a chord with bearing of N 37°15'00" W and a distance of 36.02 feet to a point located on the west right of way line of Mystic Bay Point and the north right of way line of Constitution Boulevard; thence S 51°21'32" W a distance of 137.23 feet to a point; thence Southwest along (C8) a curve having a central angle of 4°12'50"; a radius of 227.53'; a arc length of 16.73'; a tangent of 8.37'; and a chord with bearing of S 53°24'06" W and a distance of 16.73 feet to a point; thence N 00°45'34" E a distance of 55.03 feet to the northeast corner of LCA 1311 (Amendment 2, Vol. 34, Page 28A-F); thence N 89°08'02" W a distance of 550.00 feet to a point; thence N 00°45'34" E a distance of 125.00 feet to the North right-of-way line of Windjamer Avenue and the Northeast corner of Amendment #6 as found in Vol. 39, Pages 39-42 said point being the true point of beginning; thence N 89°08'02" W a distance of 205.00 feet to a point; thence N 00°45'34" E a distance of 50.00 feet to a point; thence N 89°08'02" W a distance of 30.00 feet to a point; thence N 00°45'34" E a distance of 53.77 feet to a point; thence N 32°35'00" W a distance of 15.00 feet to a point; thence N 57°25'00" E a distance of 422.85 feet to a point; thence S 00°45'34" W a distance of 149.36 feet to a point; thence N 89°08'02" W a distance of 95.00 feet to a point; thence S 00°45'34" W a distance of 200.00 feet to a point; thence N 89°08'02" W a distance of 15.00 feet to the

point of beginning, containing 1.40 acres more or less. Subject to all legal easements of record.

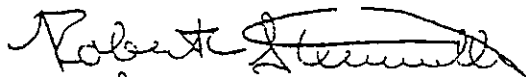
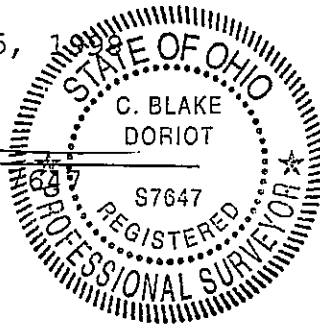
AUTHOR CERTIFICATION

I, C Blake Doriot a registered Land Surveyor in the State of Ohio, hereby certify that the above description was prepared from previous survey information under my direction, and that the lines, angles, and distances hereon are true and accurate to the best of my knowledge and belief.

Certification date: July 05, 1998



C Blake Doriot, OH. Reg. S



Approved 7-17-98 mJW

Ottawa County Engineer

WEST HARBOR LANDING  
BOATAMINIUM  
A MARINE CONDOMINIUM

TRACT B SHEET 3 OF 4

Being part of lot Sixteen (16) of the Firelands Survey, Section Three (3), Danbury Township, Ottawa County, Ohio, and being more described as follows:

Commencing at a found iron rod marking the Northwest Corner of L.C.A. 1212 in the recorded Plat of West Harbor Landing Boataminium, A Marine Condominium as found on record Plat Volume 31 Pages 22-22K in the Office of The Recorder, Ottawa County: thence Southwest along (C30) a curve having a central angle of 5 degrees 58'16"; a radius of 263.54'; a arc length of 27.45'; a tangent of 13.74'; and a chord with bearing of S 87 degrees 52'53" W and a distance of 27.44 feet to a point; thence N 89 degrees 08'02" W (Assumed bearing and basis for this description) for a distance of 1235.53 feet to the Northwest Corner of Dock 390 as found recorded in Plat volume 39, page 39 through 42 in the office of the Recorder, Ottawa County, said point being the true point of beginning for this description; thence S 00 degrees 51'58" W a distance of 36.00 feet to the Southeast corner of dock 389; thence N 89 degrees 08'02" W a distance of 97.86 feet to the Southwest corner of dock 383; thence N 00 degrees 51'58" E a distance of 36.00 feet to the Northwest corner of dock 383; thence S 89 degrees 08'02" E a distance of 97.86 feet to the point of beginning, containing 0.081 acres more or less. Subject to all legal easements of record.

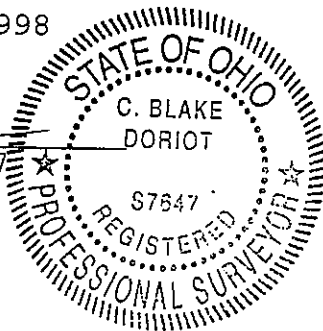
AUTHOR CERTIFICATION

I, C Blake Doriot a registered Land Surveyor in the State of Ohio, hereby certify that the above description was prepared from previous survey information under my direction, and that the lines, angles, and distances hereon are true and accurate to the best of my knowledge and belief.

Certification date: July 06, 1998

*C. Blake Doriot*

C Blake Doriot, OH. Reg. S 7647



*Robert Steinfeld*  
Approved 7-17-98 mJW  
Ottawa County Engineer

EXHIBIT "B"

The Drawings required by Ohio Revised Code Chapter 5311 are recorded in Ottawa County Plat Records Volume 39, Page 56 through 59 and are hereby incorporated by reference herein.

## EXHIBIT "C"

All Units together with their appurtenant Limited Common Areas have been assigned a par value of one therefor each Unit Percentage Interest in the Common Areas of the condominium since there are ninety-six Units is  $1/96$  or .0104%.

The Unit Number and its appurtenant Limited Common Areas are as follows:

<u>UNIT</u>	<u>LCA</u>	<u>UNIT</u>	<u>LCA</u>
201	1201	240	1240
202	1202	241	1241
203	1203	242	1242
204	1204	243	1243
205	1205	244	1244
206	1206	245	1245
207	1207	297	1297
208	1208	298	1298
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213	1213	306	1306
214	1214	307	1307
215	1215	308	1308
216	1216	199	1199
217	1217	200	1200
218	1218	303	1303
219	1219	304	1304
220	1220	305	1305
221	1221	309	1309
222	1222	310	1310
223	1223	311	1311
224	1224	312	1312
225	1225	313	1313
226	1226	314	1314
227	1227	315	1315
228	1228	316	1316
229	1229	317	1317
230	1230	318	1318
231	1231	319	1319
232	1232	320	1320
238	1238	392	1392
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331	1331	335	1335
390	1390	336	1336
391	1391	337	1337
338	1338	339	1339
340	1340	341	1341
342	1342		
383	1383		
384	1384		
385	1385		
386	1386		
387	1387		
388	1388		
389	1389		

EIGHTH AMENDMENT  
TO THE DECLARATION OF  
WEST HARBOR LANDING BOATAMINIUM  
A Marine Condominium

CERTIFICATE OF AUDITOR

A copy of this Eighth Amendment to the Declaration of West Harbor Landing Boataminium, a Marine Condominium, was filed with this office on the 13 day of

July, 1999.

James R. Snider  
County Auditor *by Mary Sardnez dep*

199900064691  
Filed for Record in  
OTTAWA COUNTY, OHIO  
VIRGINIA M. PARK  
On 07-13-1999 At 01:58 pm.  
AMND DECLAR 62.00  
Book 435 Page 797 - 810

This instrument prepared by:  
Graves & Kohli  
142 W. Water Street  
Oak Harbor, OH 43449  
gak.njk 05.24.99

199900064691  
GRAVES KOHLI &

NOTICE



**EIGHTH AMENDMENT TO DECLARATION FOR  
WEST HARBOR LANDING BOATAMINIUM,  
A Marine Condominium**

THIS AMENDMENT TO DECLARATION is made this 17 day of June, 1999, by the officers of the Unit Owners' Association, to amend the Declaration of Restrictions for the purpose of expanding the type of homes which may be built within the Boataminium.

**WHEREAS**, on July 30, 1991, Declarant filed with the Ottawa County Recorder, a Declaration of Condominium Ownership (herein referred to as the "Original Declaration") for West Harbor Landing Boataminium, a Marine Condominium, with Original Declaration and Bylaws attached thereto, were recorded in Ottawa County Recorder's Office Volume 366, Pages 209 through 265, and which Original Declaration was accompanied by Drawings (herein referred to as the "Original Drawings") recorded in Volume 31, Pages 22 through 22-K, by which condominium ownership was established pursuant to the provisions of the Act for the Condominium Property (as defined in the Original Declaration); and

**WHEREAS**, on May 4, 1993, Declarant filed the First Amendment for West Harbor Landing Boataminium, a Marine Condominium, which was recorded in Ottawa County Recorder's Office Volume 380, Pages 810 through 819, which was accompanied by Drawings recorded in Volume 33, Pages 13 through 13D; and

**WHEREAS**, on April 26, 1995, Declarant filed the Second Amendment for West

Harbor Landings Boataminium, a Marine Condominium, which was recorded in Ottawa County Recorder's Office Volume 396, Pages 58 through 67, which was accompanied by Drawings recorded in Volume 34, Pages 28 through 28F; and

**WHEREAS**, on July 24, 1996, Declarant filed the Third Amendment for West Harbor Landings Boataminium, a Marine Condominium, which was recorded in Ottawa County Recorder's Office Volume 408, pages 286 through 302, which was accompanied by Drawings recorded in Volume 36, Page 60; and

**WHEREAS**, on September 13, 1996, Declarant filed the Fourth Amendment for West Harbor Landings Boataminium, a Marine Condominium, which was recorded in Ottawa County Recorder's Office Volume 410, Pages 17 through 26, which was accompanied by Drawings recorded in Volume 37, Pages 6 through 9; and

**WHEREAS**, on October 22, 1996, Declarant re-filed the Fourth Amendment for West Harbor Landings Boataminium, a Marine Condominium, which was re-recorded in Ottawa County Recorder's Office Volume 411, Pages 520 through 530; and

**WHEREAS**, on June 25, 1997, the Declarant filed the Fifth Amendment for West Harbor Landings Boataminium, a Marine Condominium, which was recorded in Ottawa County Recorder's Office Volume 417, Pages 807 through 823; and

**WHEREAS**, on June 23, 1998, the Declarant filed the Sixth Amendment for West Harbor Landings Boataminium, a Marine Condominium, which was recorded in Ottawa County Recorder's Office Volume 426, Pages 562 through 574, which was accompanied by Drawings recorded in Volume 39, Pages 39 through 42; and

**WHEREAS**, on July 21, 1998, the Declarant filed the Seventh Amendment for West

Harbor Landings Boataminium, a Marine Condominium, which was recorded in Ottawa County Recorder's Office Volume 427, Pages 493 through 505, which was accompanied by Drawings recorded in Volume 39, Pages 56 through 59; and

**WHEREAS**, pursuant to the provisions of the Act, Declarant and Unit Owners desire to amend the necessary Articles and Sections of the Declaration of Restrictions to authorize or allow the construction of homes by the stick-built or panelized methods of construction within the Boataminium so long as the numbers of the homes so constructed do not adversely affect the Boataminium from qualifying as a manufactured home park as defined by R.C. 3733.01(A) and from acquiring the necessary license therefore from County/State Board of Health; and

**WHEREAS**, Declarant and not less than seventy-five percent of the voting powers of the Unit Owners as required by Article XV, Section 1, Power to Amend, have consented to the amendment, in writing pursuant to a formal ballot, a copy of which is attached hereto as Exhibit "A", which ballot was mailed by certified mail to each "unit owner" at the last permanent address provided to the Association by the Clerk of the Association, and by Resolution of the Board of Trustees, a certified copy of said Resolution is attached hereto as Exhibit "B"; and

**WHEREAS**, two officers of the Association have executed this Amendment pursuant to Article XV, Section 2, Method to Amend, certifying that the Amendment was duly adopted in accordance with Article IX, Section 1.

**NOW THEREFORE**, the President of West Harbor Landing Boataminium Association hereby declares the following amendments to the Declaration:

1) Unless otherwise specifically defined herein, all terms used herein shall have the respective meanings ascribed thereto in the Original Declaration.

2) Unless the context expressly otherwise requires, all references in the Original Declaration, in the Bylaws attached thereto, in the Original Drawings (as referred to in Subsection 3(c) hereof) are amended as set forth herein together with modular, panelized, industrialized and site built stick types of homes:

### ARTICLE III

#### PURPOSES; RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish individual parcels from the Boataminium Property, to which fee simple interests may be conveyed, for use for mooring or docking a non-commercial pleasure boat; to establish a Unit Owners' Association to administer the Property; to provide for the preservation of the values of Units and the Common Areas; to provide for and promote the benefit, enjoyment and well being of Unit Owners and occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes. **To establish Limited Common Areas for the Unit Owners to place a single story Manufactured Home which must remain personal property with the Ottawa County Auditor, or any approved single story modular, panelized, industrialized or site built stick home. The manufactured home shall have a certificate of title and will remain personal property with the Ottawa County Auditor and the owner of said manufactured home will be required to pay the Ottawa County Manufactured Home Tax. The approved housing units which do not have a certificate of title shall be classified as real estate and are subject to real estate tax assessments in accordance with Ohio Law, by the Ottawa County Auditor. The owners of approved housing units classified as real estate shall pay any real estate tax levied against their approved housing unit. The property must remain a registered Manufactured Home Park which may affect the number of modular, panelized, industrialized or site built stick home approved to be constructed or installed.**

ARTICLE III

PURPOSES: RESTRICTIONS

Section 2. Restrictions. The Association Property shall be subject to the following restrictions:

(b) Limited Common Area 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. Except as otherwise specifically provided in these restrictions, no Limited Common Area shall be used for any purpose other than a site to place and connect **a single story Manufactured Home or modular, panelized, industrialized or site built stick home** to be used only for a single family residence and purposes customarily incidental thereto. Storage sheds shall be allowed if compatible with the manufactured home **or other type of approved home**, and approved by the Trustees **who shall also approve the siting of or placement location of the storage shed.** Only two vehicles may be parked on the Limited Common Area. 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 Limited Common Area, 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 Declaration to maintain during the period of its sale of Units, one or more Limited Common Areas as sales models and office; and (iii) it shall be permissible for the Declarant to rent Limited Common Areas.

**The Unit Owner shall be responsible for securing all permits, required by statute, ordinance, rule, regulation or code for the approved home. The Board of Trustees shall be responsible for approving or disapproving the type of home to be built, constructed or installed in any Limited Common Area and shall also approve the siting of or placement location of the approved home. Further, the Board of Trustees shall have the authority and duty to deny the construction of a home type which would adversely affect the ability of the Boataminium to maintain its Manufactured Home Park designation.**

(d) Common Area Uses.

(11) 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. **Denial of the right to construct the type of home which may adversely affect the ability to maintain the necessary Manufactured Home Park license shall not be considered to be discrimination.**

(12) Architectural Control. No building, **home**, shed, fence, wall, sign or other structure or improvement of any kind shall be commended, erected or maintained upon the Association Property, except those structures existing at the date of the recording of this document, including the Limited Common Area which includes the Units, the Manufactured Homes or **approved home** 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 thirty (30) 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. All improvements to the Limited Common Area in existence at the time of the conversion shall be permitted to stay so long as the owner only purchases a Unit. The Association shall have the right to establish and amend rules to regulate the park.

(13) Licensed Manufactured Home Park. This is a licensed marina and manufactured home park with separate operating licenses. Therefore the park is under the jurisdiction of various governmental agencies including but not limited to the Ottawa County Board of Health. Each owner of a Unit specifically agrees to comply with the rules and regulations of these governmental agencies. Each Unit Owner and the Association shall also comply with any future regulations promulgated by the various governmental agencies. **Though the methods of construction for modular, panelized, industrialized and site built stick homes are authorized herein, no homes shall be so constructed if the construction method would adversely affect the ability to maintain Manufactured Home Park license.**

(17) Manufactured, Modular, Panelized, Industrialized and Site Built Stick Homes. Each manufactured home or any other approved home shall have a minimum of one adequate fire extinguisher and smoke detector to meet Fire Marshal approval.

## ARTICLE VI

OWNERS' ASSOCIATION

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 to do all things, and exercise all rights provided by the Association organizational documents, that are not specifically reserved to Unit Owners including the right to adopt rules and regulations for the orderly administration and health and welfare of the Unit Owners. Such rules and regulations shall not be deemed to be an amendment of this Declaration.

**The Board of Trustees shall have the authority to approve or disapprove the type of home to be built, constructed, or installed in any Limited Common Area and shall also have the authority to approve or disapprove the siting of a placement location of the approved home.**

## ARTICLE VIII

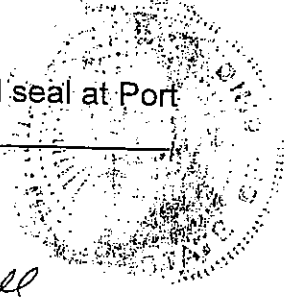
MAINTENANCE AND REPAIR

Section 2. Individual Responsibility. Each Unit Owner shall keep his **[manufactured]** home located within his Limited Common Area in good repair. Each Unit Owner shall be responsible for all utility repair expense which serves only the owners limited common area together with all increase in cost for repairs made by association (for example if put in a blacktop drive the owner would pay for the cutting and replacement if the Association had to repair a water line thereunder). Each Unit Owner shall be responsible to keep his grass mowed and shrubs trimmed. In the event a Unit Owner fails to keep his grass mowed and shrubs trimmed the Association shall perform said acts and bill the individual owner therefore. 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 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. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board and/or the Ottawa County Board of Health. In addition the Owners of Units 201 through 211, 226 and 239 shall be responsible to maintain and pay the electricity and the maintenance for the bubble system used to prevent dock damage in the winter.

- 3) The Original Declaration, the Bylaws attached thereto, and the Original

of West Harbor Landing Boataminium Association, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Port Clinton, Ohio, and hereby certify the foregoing this 17 day of June 1999.



Eileen J. Howell  
Notary Public

EILEEN J. HOWELL  
NOTARY PUBLIC, STATE OF OHIO  
My commission expires ~~is~~ Commission Expires Mar. 5, 2002

This instrument prepared by:  
Graves & Kohli  
142 W. Water Street  
Oak Harbor, OH 43449  
gak.njk 05.24.99



gak:njk  
10.26.98EXHIBIT "A"  
ALL-STATE® INTERNATIONAL

TO: All Unit Owners

The Board of Trustees is recommending amendment to the Declaration of Restrictions to allow modular, panelized, industrialized, on site stick built homes and to restrict all homes installed or constructed to single story homes. The bold type reflects added language and the language in brackets, ie [ ] reflects language deleted.

1) Article III Section 1 currently reads:

This Declaration is being made to establish individual parcels from the Boataminium Property, to which fee simple interests may be conveyed, for use for mooring or docking a non commercial pleasure boat; to establish a Unit Owners' Association to administer the Property; to provide for the preservation of the values of Units and the Common Areas; to provide for and promote the benefit, enjoyment and well being of Unit Owners and occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes. To establish Limited Common Areas for the Unit Owners to place a Manufactured Home which must remain personal property with the Ottawa County Auditor. No other type of manufactured or stick built housing which does not have a certificate of tile shall be permitted. Each owner shall be responsible for and be required to pay the Ottawa County Trailer Tax. The Property must remain a registered Manufactured Home Park.

Article III Section 1 would be amended to read:

This Declaration is being made to establish individual parcels from the Boataminium Property, to which fee simple interests may be conveyed, for use for mooring or docking a non commercial pleasure boat; to establish a Unit Owners' Association to administer the Property; to provide for the preservation of the values of Units and the Common Areas; to provide for and promote the benefit, enjoyment and well being of Unit Owners and occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes. To establish **Limited Common Areas for the Unit Owners to place a single story Manufactured Home which must remain personal property with the Ottawa County Auditor, or any approved single story modular, panelized, industrialized or site built stick home.** The manufactured home shall have a certificate of title and will remain personal property with the Ottawa County Auditor and the owner of said manufactured home will be required to pay the Ottawa County Manufactured Home Tax. The approved housing units which do not have a certificate of title shall be classified as real estate and are subject to real estate tax assessments in accordance with Ohio Law, by the Ottawa County Auditor. The owners of approved housing

gak:njk  
10.22.98

AMENDMENT VOTING FORM

West Harbor Landing Boataminium Declaration:

IN FAVOR OF:

I/ We am/ are in favor of the amendment to Article III Section 1 to read as follows:  
(circle one)

**This Declaration is being made to establish individual parcels from the Boataminium Property, to which fee simple interests may be conveyed, for use for mooring or docking a non commercial pleasure boat; to establish a Unit Owners' Association to administer the Property; to provide for the preservation of the values of Units and the Common Areas; to provide for and promote the benefit, enjoyment and well being of Unit Owners and occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes. To establish Limited Common Areas for the Unit Owners to place a single story Manufactured Home which must remain personal property with the Ottawa County Auditor, or any approved single story modular, panelized, industrialized or site built stick home. The manufactured home shall have a certificate of title and will remain personal property with the Ottawa County Auditor and the owner of said manufactured home will be required to pay the Ottawa County Manufactured Home Tax. The approved housing units which do not have a certificate of title shall be classified as real estate and are subject to real estate tax assessments in accordance with Ohio Law, by the Ottawa County Auditor. The owners of approved housing units classified as real estate shall pay any real estate tax levied against their housing unit. The property must remain a registered Manufactured Home Park which may affect the number of modular, panelized, industrialized or site built stick home approved to be constructed or installed.**

Unit # \_\_\_\_\_ LCA # \_\_\_\_\_  
Owner \_\_\_\_\_  
Owner \_\_\_\_\_

NOT IN FAVOR OF:

I/ We am/ are not in favor of the amendment to Article III Section 1.  
(circle one)

Unit # \_\_\_\_\_ LCA # \_\_\_\_\_  
Owner \_\_\_\_\_  
Owner \_\_\_\_\_

units classified as real estate shall pay any real estate tax levied against their housing unit. The property must remain a registered Manufactured Home Park which may affect the number of modular, panelized, industrialized or site built stick home approved to be constructed or installed.

Other changes in the Declaration and By-laws shall be made to be in accordance with the terms of this Amendment, as attached.

This amendment change would conform with the housing provisions of West Harbor Marina Boataminium (currently 52 lots) which is also part of the entire West Harbor Landing Development, and will allow greater flexibility to owners being able to choose from a greater variety of housing.

2) Enclosed is the Amendment Voting Form and a stamped return envelope which you received by Certified Mail.

All owners must sign either the In Favor or Not In Favor section and return not later than October 31, 1998.

Please act on this amendment immediately. If you have questions, call any Trustee or Linda Burke.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTICE**

There are 26 voting ownerships (see Exhibit "C" for lots currently in the Association) in West Harbor Landing Boataminium. To pass, 75% of the ownership must be in favor.

\_\_\_\_\_  
\_\_\_\_\_

I, Linda Burke, Secretary of West Harbor Landing Boataminium Association, hereby certify that the following is a current copy of a resolution unanimously adopted at a meeting of the board of trustees of the West Harbor Landing Boataminium Association at Port Clinton, Ohio on the 11th day of June, 1999, and that said resolution is in full force and effect and has not been revoked.

Whereas the eighth amendment to the Declaration of Condominium Ownership for West Harbor Landing Boataminium has been voted on by the unit owners of the condominium development, and

Whereas, pursuant to Article XV of the Declaration of Condominium Ownership for West Harbor Landing Boataminium, more than seventy-five percent (75%) of the voting power of the unit owners approved the amendment, and

Now, Therefore, to implement the amendment authorized by more than seventy-five percent (75%) of the unit owners:

It is resolved that two officers of the Corporation be, and they hereby are, authorized in the name of and on behalf of the Corporation to take all action necessary and to execute and deliver the Eighth Amendment to the Declaration of West Harbor Landing Boataminium, and to have said amendment duly recorded in the office of the Ottawa County Recorder.

In Witness Whereof, I have affixed my signature on this 9th day of July, 1999.

West Harbor Landing Association

by Linda Burke  
Linda Burke, Secretary