

**AMENDED AND RESTATED DECLARATION
CREATING AND ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO
FOR
PUT IN BAY CONDOMINIUMS
(formerly known as South Shore Beach Condominiums)**

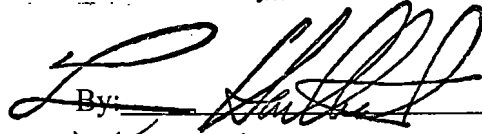
DECLARATION

This is the Amended and Restated Declaration of **Put in Bay Condominiums**
(formerly known as South Shore Beach Condominiums) made on or as of
November 30, 2015, pursuant to the provisions of Chapter 5311 of the Revised
Code of Ohio.

AUDITOR'S CERTIFICATION

A copy of the Declaration, Bylaws and Drawings have been filed with the Ottawa County Auditor.

Ottawa County Auditor

By: 
June 6-20-16

HARTUNG TITLE ORDER # 50675

**AMENDED AND RESTATED DECLARATION
CREATING AND ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO
FOR
PUT IN BAY CONDOMINIUMS
(formerly known as South Shore Beach Condominiums)**

DECLARATION

This is the Amended and Restated Declaration of **Put in Bay Condominiums** (formerly known as South Shore Beach Condominiums) made on or as of November 30, 2015, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

A. Susan M. Thwaite and Donald O. Thwaite Jr., "Original Declarant," filed for record the Declaration Creating and Establishing a Plan for Condominium Ownership under Chapter 5311 of the Revised Code of Ohio for South Shore

Beach Condominium and Bylaws of South Shore Beach Condominiums, with the Ottawa County Recorder on September 6, 2006, at Instrument No. 200600166823, Volume 1153, Page 0346, et seq.

B. Following the completion and sale of the initial eight Units at South Shore Beach Condominiums but prior to the construction of additional Units, Original Declarant sold and conveyed the "additional property" as defined in the Original Declaration, to Put in Bay Synergy, LLC ("Synergy"; also referred to as "Successor Declarant").

C. Synergy, along with the consent and agreement of every Unit Owner of the existing Units as set forth in Exhibit F, which is attached to and made a part of this Declaration, agree to amend and restate the Original Declaration to reaffirm the status of the Condominium Property subject to the Condominium Act, and provide and permit the continued expansion of the Condominium Property commencing as of the date of the filing of this Declaration with the Ottawa County Recorder, in accordance with the terms of this Declaration and the Condominium Act.

Now Therefore, Synergy and the Unit Owners hereby restate and amend the Original Declaration in its entirety so that the new, effective date for the establishment of the Put in Bay Condominiums is November 30, 2015, and is stated as follows:

ARTICLE I

DEFINITIONS

Capitalized words or terms used in the Declaration, including without limitation the above Recitals, or the attached Bylaws, have the meaning given to them in this Article I and if not defined below, the meaning given to the capitalized word or term where it first appears in this Declaration or the attached Bylaws. The terms used in this document have these meanings, unless the context requires otherwise:

1.01 "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating Put In Bay Condominium Owners'

Association, Inc. 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.

1.02. "Association" and "Put In Bay Condominium Owners' Association, Inc." mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Condominium in accordance with the provisions of the Condominium Act.

1.03. "Board" and "Board of Directors" mean those persons who, as a group, serve as the board of directors of the Association and are also one and the same as the board of directors of the Condominium established for the Condominium pursuant to the provisions of the Condominium Act.

1.04. "Bylaws" means the bylaws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the condominium law for the Condominium, and which also serve as the Code of Regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the Bylaws is attached hereto and made a part hereof as Exhibit C.

1.05. "Common Elements" means all of the Condominium Property, except that portion thereof described in this Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting "common elements" of the Condominium under the provisions of the Condominium Act. (If there is a reference to a Common Area in any of the Condominium organizational documents, it means Common Element.)

1.06. "Condominium" and "Put in Bay Condominiums" mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the Condominium Act.

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

1.08. "Condominium instruments" means this Declaration, the Bylaws, the Drawings, and, as provided by the Condominium Act, "all other documents, contracts, or instruments establishing ownership of or exerting control over the

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

1.09. "Condominium organizational documents" means the Articles, the Bylaws, the Drawings, and this Declaration, as the same may lawfully be amended from time to time.

1.10. "Condominium Property" means the tract of land hereinafter described as being submitted to the Condominium Act, all buildings, structures, and improvements situated thereon, and all easements, rights, and appurtenances belonging thereto.

1.11. "Declarant" originally meant Susan M. Thwaite and Donald O. Thwaite Jr., but as of the date of this Declaration, means and refers to Synergy, LLC, an Ohio limited liability company, and its successors and assigns, provided the rights specifically reserved to Declarant under the Condominium organizational documents accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

1.12. "Declaration" means this Amended and Restated Declaration by which the Condominium Property is re-submitted to the Condominium Act, as this instrument may be lawfully amended from time to time.

1.13. "Original Declaration" means that documents and its attachments as originally recorded with the Ottawa County Recorder on September 6, 2006, at Instrument No. 200600166823, Volume 1153, Page 0346, et seq. Except as otherwise expressly provided for in this Declaration, this Declaration and attached Bylaws supersede the Original Declaration, as well as the Bylaws attached to the Original Declaration, in all respects.

1.14. "Drawings" means the drawings for the Condominium, as defined in the Condominium Act, filed simultaneously with the submission of the Original Declaration, as the same may be lawfully amended from time to time, excluding from the Drawings that portion of the land removed from the Condominium Property in accordance with the Certificate of Removal filed with the Ottawa County Recorder prior to the filing of this Declaration.

1.15. "Eligible holder of a first mortgage" 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.

1.16. "Limited Common Elements" means those Common Elements serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit, or use of which are reserved to the lawful Occupants of that Unit or Units either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting "limited common elements" of the Condominiums under the provisions of the Condominium Act. (If there is a reference to a Limited Common Area in any of the Condominium organizational documents, it means Limited Common Element.)

1.17. "Occupant" means a person lawfully residing in a Unit for any length of time, regardless of whether that person is a Unit Owner.

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

1.19 "Rules" means such rules and regulations governing the operation and use of the Condominium Property, including the Units, and the personal conduct of Unit Owners, Occupants, and their guests on the Condominium Property, and establish penalties for the infraction of the rules and regulations, as may be adopted and amended by the Board, from time to time.

1.20. "Unit" and "Units" mean that portion or portions of the Condominium Property described as a unit or units in this Declaration, and is that portion of the Condominium constituting a "Unit" or "Units" of the Condominium under the provisions of the Condominium Act.

1.21. "Unit Owner," "Unit Owners," "Owner," and "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 nonprofit corporation statutory act.

ARTICLE II

THE LAND

A legal description of the land constituting the Condominium Property, located in Ottawa County, Ohio, is attached hereto and marked Exhibit A. In addition, Exhibits A-1 through A-3 describe non-exclusive access easements for ingress and egress for the Condominium Property to and from a public street, as further addressed in Declaration Article XV, Section 15.07 below.

ARTICLE III

NAME

The name by which the Condominium was formerly known was "South Shore Beach Condominiums" and is now known as "Put In Bay Condominiums."

ARTICLE IV

PURPOSES; RESTRICTIONS

Purposes

4.01. This Declaration is being made to establish separate individual parcels from the Condominium Property, to which fee-simple interests may be conveyed, for use primarily for seasonal, rental residential living, but may include commercial or other activities as permitted by applicable zoning codes; to establish a unit owners' association to administer the Condominium; to provide for the preservation of the values of Units and the Common Elements; 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.

Restrictions**Unit Uses**

4.02. Except as otherwise specifically provided in this Declaration, no Unit will be used for any purpose other than that of a residence and purposes customarily incidental thereto. Notwithstanding the foregoing:

(1) Unit Owners are expected to, but not required to, use their Unit as a rental unit;

(2) from and beginning on November 1st of each year and continuing until and through March 31st of the following year (referred to as the "winter season"), the Condominium Property, including every Unit, will be winterized and closed down by the Association as a common expense. The occupancy or other residency in or of any Unit for any length of time during the winter season is prohibited. The provisions set forth in this Article IV, Section 4.02(2) may be suspended for any given winter season with the written consent of at least a majority of the Unit Owners, based on the undivided ownership interests at least 30 days prior to the commencement of a given winter season. The Board may adopt any additional Rules in furtherance of the intent of the provisions of this Article IV, Section 4.02(2);

(3) an Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business, making professional telephone calls or conducting correspondence, in or from a Unit, is engaging in a use expressly declared customarily incidental to principal residential use and is not in violation of these restrictions;

(4) the Declarant may maintain, during the period of its sale of Units, one or more Units as sales models and office; and,

(5) one or more Units may be maintained for the use of the Association in fulfilling its responsibilities.

Common Elements Uses

4.03. The Common Elements (except the Limited Common Elements) will 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. However, unless expressly provided otherwise herein, no Common Elements can be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation, or enjoyment of Unit Owners and Occupants, subject to the Rules.

Limited Common Elements Uses

4.04. Those portions of the Common Elements described herein and shown on the Drawings as Limited Common Elements will 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 Elements and Limited Common Elements set forth in this Declaration and the Rules.

Visible Areas

4.05. Nothing may be caused or permitted for any length of time to be hung or displayed on the outside or inside of windows (except inoffensive drapes or curtains) or placed or displayed on the outside walls of a building or otherwise outside of a Unit, or any part of the Common Elements or Limited Common Elements, and no sign, awning, canopy, shutter, or television (except as may be permitted by law) or citizens' band or other radio antenna or transmitter, or any other device or ornament, may be affixed to or placed for any length of time upon the exterior walls or roof, or any other part of the Common Elements or Limited Common Elements, or in or on a patio or balcony, unless authorized by the Board in writing, and subject to the Rules.

Nuisances

4.06. No noxious or offensive activity, which may be further defined in the Rules, can be carried on in any Unit, or upon the Common Elements, nor will either be used in any way or for any purpose that may endanger the health of or unreasonably disturb the peace, quiet, comfort, or serenity of the other Unit

Owners or Occupants. Speakers, sound systems, and other sound emitting devices are prohibited from balconies, patios, and walkways, except in accordance with the Rules. The Board may create additional Rules to regulate noise and for gatherings anywhere on the Condominium Property to preserve and protect the peace, quiet, comfort, and serenity of Unit Owners and Occupants, collectively.

Vehicles

4.07. The Board may promulgate Rules restricting the parking of automobiles, inoperable vehicles, trucks, boats or other watercraft, and recreational vehicles on the Common Elements, and may enforce such Rules or restrictions by levying enforcement assessments, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate. The washing of any automobile, truck, watercraft, trailer, or other vehicle of any type on any part of the Condominium Property, or using water from any water line serving the Condominium Property, is prohibited.

Water and Sewer Use

4.08. Water and sewer capacity on South Bass Island in general and at the Condominium Property in particular, is precious and limited. The use of any washer or dryer in a Unit or anywhere else on the Condominium Property to launder sheets, linens, towels, and other materials in conjunction with the rental of a Unit, including during the turnaround time between rental periods, is prohibited. This prohibition does not prevent Owners or Occupants from using the washer or dryer in their Unit for their personal items. Exterior water spigots may be kept locked and available for use only as the Board so permits. The Board may adopt and enforce Rules and definitions in furtherance, but not in contradiction of the above provisions, including, without limitation, Rules to address and eliminate attempts to circumvent the meaning or intent of this paragraph and in furtherance of the conservation of water and sewer services.

Renting and Leasing

4.09. Owners may rent or lease their respective Units for any length of time; there is no minimal rental or lease term. No lease may be of less than an entire Unit. Any lease agreement must be in writing, must provide that the lease is subject in all respects to the provisions of this Declaration and the Rules, and provide that the failure by the lessee to comply with the terms of the Condominium

organizational documents and lawful Rules is a default under the lease. The Unit Owner must also have each tenant sign an acknowledgment verifying tenant's receipt of the Rules. A copy of each lease of a Unit and tenant's acknowledgement of the Rules must be provided to the Board prior to the date of the commencement of the tenancy under that lease and upon demand by the Association to the Unit Owner.

Owner/Resident Information

4.10 Each Unit Owner must, within 30 days of title transferring to the Unit Owner, provide to the Association the Unit Owner's and all Occupants' names, electronic mail addresses, home and business mailing addresses, home, cellular, and business telephone numbers, and the name, electronic mail address, business address, and business telephone number of any person who manages the Unit as an agent of that Unit owner. Any change in the information must be provided to the Board, in writing, within 30 days of said change.

Signs

4.11. No sign of any kind can be displayed to the public view on the Condominium Property except: (a) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (b) on the interior side of the window of a Unit, one professionally prepared sign advertising the Unit for sale or rent; and (c) on the Common Elements and model Units, signs advertising the sale of Units by the Declarant during the initial sale period.

Replacements

4.12. Any building erected to replace an existing building containing Units will be of new construction, be of comparable size, design, and construction to that replaced, and will contain a like number of Units of comparable size to the Units in the building replaced. Except as specifically otherwise provided herein, there will not be constructed or maintained on any portion of the Common Elements not presently devoted to residential buildings anything other than facilities for the common use of all Units.

Structural Integrity

4.13. Nothing will be done in any Unit, or in, on, or to the Common Elements, which may impair the structural integrity of any improvement.

Building on Easements

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

Animals

4.15. Except as hereinafter provided, no animals, livestock, or poultry of any kind will be raised, bred, or kept in any Unit or on the Common Elements. Notwithstanding the foregoing, if the Board elects to allow such pets, household domestic pets not bred or maintained for commercial purposes may be maintained in a Unit, provided that: (a) no animals are permitted in any portion of the Common Elements except on a leash (not longer than six feet in length) maintained by a responsible person; (b) the permitting of animals on the Common Elements is subject to the Rules, including, without limitation, the right to place limitations on the size, number, and type of such pets, the right to prohibit such pets entirely, and the right to levy fines against persons who do not clean up after their pets; and (c) the right of an Occupant to maintain an animal in a Unit is subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or Occupants.

Open Fires and Fireworks

4.16. Grills, portable fireplaces or fire pits, open fires of any kind, and flammable materials or objects are prohibited to be stored, kept, maintained, or used on any patio or balcony. Grills, portable fireplaces or fire pits, open fires of any kind,

including bonfires, and flammable materials or objects are also prohibited to be stored, kept, maintained, or used on or in the Common Elements, except as permitted by the Rules or otherwise designated and approved by the Board. Under no circumstances are grills, fire pits or similar devices to be located or used in areas prohibited by applicable fire codes, rules, or regulations, or by the terms, provisions, or requirements of any fire or other insurance policies affecting the Condominium Property, including the Units. The storage or use of fireworks or similar products are prohibited from all portions of the Condominium Property.

Conveyances

4.17. Each Unit will be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions, and provisions hereof. The undivided interest of a Unit in the Common Elements is deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage, or other instrument of conveyance or encumbrance. The right of a Unit Owner to sell, transfer, or otherwise convey that Owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit Owner may transfer that Owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses, including electronic mail addresses, of Unit Owners, each Unit Owner agrees to notify the Association, in writing, within five days after an interest in that Unit Owner's Unit has been transferred to another person. If such notice is not provided, the Association may assess a daily enforcement assessment of up to \$25.00 or such other amount as specified in the Rules until such information has been provided. In addition, each Unit Owner agrees to provide to a purchaser of that Owner's Unit a copy of the Condominium organizational documents and all effective Rules.

Occupancy Restriction

4.18. A person who is classified a Tier III or Tier II sexual offender/child-victim offender, or any future equivalent classification of either, and for whom the County Sheriff or other government entity must provide community notification of the sex offender's residence, is prohibited from residing in or occupying a Unit or remaining in or on the Condominium Property for any length of time. The classification of a sexual offender/child-victim offender and determination of whether notice is required is made by a court of law pursuant to the Ohio Sex Offenders Act, as may be amended or renamed from time to time, or similar

statute from another jurisdiction. The Association is not, however, liable to any Unit Owner or Occupant, or anyone visiting any Unit Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional, or otherwise, to enforce the provisions of this restriction.

Occupancy Limit

4.19. Unless a higher limit is provided for in the Rules, no more than two persons per bedroom are permitted to stay overnight in a Unit. For the purposes of this restriction only, any person 36 months of age or younger is not counted in determining whether the occupancy limit has been reached or exceeded. Each Unit Owner must provide the Board with the names of all Occupants, tenants, and guests staying in the Unit.

Architectural Control

4.20. No building, fence, wall, sign, or other structure will be commenced, erected, or maintained in or upon the Unit or Limited Common Elements, nor will 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 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.

Arbitration

4.21. 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 will submit a complaint in writing to the Board specifying the dispute. The Board will set a time, date, and place for a hearing thereon within 60 days thereafter, and give written notice to each party thereof no less than three days in advance. The Board will thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within 30 days thereafter. No action at law may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had.

ARTICLE V

IMPROVEMENT DESCRIPTIONS

There is one residential building, as a part of the Condominium, containing eight units, which is referred to as Building 1. Building 1 is frame construction. The principal materials of which Building 1 is constructed are wood, glass, concrete, concrete block, brick veneer, and drywall. Building 1 is located as shown on the Drawings.

ARTICLE VI

UNITS

Unit Designations

6.01. Each of the Units is designated by number on the Drawings where that Unit is located.

Information concerning the Units, with a listing of proper Unit designations, is shown on the attached Exhibit D. The location and designation of each Unit is also shown on the plot plan attached hereto as Exhibit E.

Unit Composition

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

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

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

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

(4) All plumbing, electric, heating, cooling, and other utility or service lines, pipes, wires, ducts, or conduits, wherever located, which serve only that Unit;

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

(6) All interior walls that are not necessary for support of the structure, and all space encompassed thereby, and the space within a Unit occupied by structural and component parts of the building and by utility pipes, wires, ducts, and conduits; and,

(7) The attic space or storage space, including insulation within such space, above a Unit, if any, to which the Unit has direct access;

excluding therefrom, however, all of the following items located within the bounds of that Unit:

(a) Any supporting element of the building contained in all interior walls;

(b) Any insulation within any perimeter wall or roof area to which the Unit does not have direct access;

(c) All vent covers, grills, plate covers, and other coverings of space which are not a part of a Unit as heretofore defined; and,

(d) All plumbing, electric, heating, cooling, and other utility or service lines, pipes, sump pumps, and accessories thereto, wires, ducts, and conduits that serve any other Unit.

Unit Sizes--Locations and Components

6.03. The location of each part of each Unit is shown on the Drawings. The approximate area of each Unit interior, and the number of rooms in each Unit are shown on the attached Exhibit E.

ARTICLE VII

COMMON AND LIMITED COMMON ELEMENTS

Common Elements--Description

7.01. All of the Condominium Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or in the Drawings as a part of a Unit, are Common Elements.

Limited Common Elements

7.02. Those portions of the Common Elements that are labeled or designated "LCE" or "limited common elements" on the Drawings, are Limited Common Elements.

Undivided Interest

7.03. The undivided interest in the Common Elements of each Unit is shown on the attached Exhibit D. Each Unit's undivided interest is based on the portion of the square footage of each Unit as it bears to the aggregate square footage of all Units, as determined by Declarant and shown in Exhibit D.

If at a later time the Condominium is expanded, as hereinafter provided, the undivided interests of Units in the Common Elements will be reallocated based on the relative square footage of each Unit, as determined by Declarant.

The Common Elements are owned by the Unit Owners as tenants in common, and ownership thereof will remain undivided. No Unit Owner may waive or release any rights in the Common Elements. Further, the undivided interest in the Common Elements of a Unit will not be separated from the Unit to which it appertains.

ARTICLE VIII

UNIT OWNERS' ASSOCIATION

Establishment of Association

8.01. The Association has been formed to be and to serve as the Unit Owners' Association of the Condominium.

Membership

8.02. Membership in the Unit Owners' Association is limited to the Unit Owners, and every person or entity who is or has become a record owner of a fee or undivided fee-simple interest in a Unit is a Unit Owner and will 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 is appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit automatically transfers membership to the transferee.

Voting Rights

8.03. Each Unit Owner in good standing is entitled to one vote for each Unit owned in fee simple, and a proportionate part of a vote for ownership of an undivided fee-simple interest in a Unit, provided, that unless timely challenged by an owner of a fee-simple interest in a Unit, any owner of a fee-simple interest in that Unit may cast the entire vote with respect to that Unit. A member in good

standing is one who has been properly enrolled in the records as a Unit owner and has paid all outstanding fees, dues, assessments and fines.

Board of Directors

8.04. The Board will consist of three Directors, each of whom, except for Directors the Declarant designates, must be Unit Owners in good standing. "Good standing" means not in litigation against the Association, including the Board members, or being not more than 60 days past due in the payment to the Association of any assessment as of the date of the meeting at which a vote is taken or, if not taken at a meeting, the date a vote is tabulated. Except Directors the Declarant designates, each Director will be a Unit Owner or the spouse of a Unit Owner. No one Unit may be represented by more than one person on the Board at any one time. If a Unit Owner is not an individual, that Unit Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit Owner. The appointment and election of Directors is also subject to the following:

(1) Within 60 days after the Declarant has sold and conveyed condominium ownership interests appertaining to 25% of the undivided interests in the Common Elements, the Declarant will call a special Association meeting for the election of the Board of Directors. The Unit Owners other than the Declarant will elect one of the Directors at such meeting and the Declarant will designate the other two Directors, who will serve until the meeting described in the next paragraph. For purposes of computing the undivided interest referred to in this paragraph, those interests will be computed by comparing the number of Units sold and conveyed to 100 Units, which is the maximum number of Units that may be created.

(2) Within 30 days after the earlier of (a) five years from the date of the recording of this Declaration, or (b) the sale and conveyance, to purchasers in good faith and for value, of Units to which 75% of the undivided interest in the Common Elements appertain, the Association will meet and all Unit Owners, including the Declarant, will elect three Directors to replace all of those Directors earlier elected or designated by the Unit Owners or the Declarant, respectively, and elect new officers of the Association. The terms of the three directors will be staggered so that the terms of one of the Directors will expire and a successor will be elected at each annual

meeting of the Association, with a three year rotation of 1-1-1 being maintained at all times. Thereafter, at such annual meetings, successors to the Director whose term then expires will be elected to serve three-year term. For purposes of computing the undivided interest referred to in this paragraph, those interests will be computed by comparing the number of Units sold and conveyed to 100 Units, which is the maximum number of Units that may be created.

Authority

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

Delegation of Authority--Professional Management

8.06. 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 that may provide for the payment of reasonable compensation to such managing agent as a common expense; provided, however, that any agreement for professional management is terminable by the Association for cause on 30 days' written notice; is terminable by either party, without penalty, on 90 days' written notice; will not exceed one year unless renewed by agreement of the parties for successive one-year periods; and must be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein precludes the Declarant, or any other entity designated by the Declarant, from being employed as managing agent. The managing agent, or the Board if there is no managing agent, will have the authority to enter into contracts with the Declarant or one or more other firms or corporations affiliated with the 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 90 days' written notice.

The decision by the Board not to have professional management, or to terminate professional management and assume self management, will not be made without the consent of Eligible holders of first mortgages on Units to which at least 51% of votes of Units subject to such mortgages appertain.

ARTICLE IX

AGENT FOR SERVICE

The Board will designate the Person to receive service of process for the Association. This designation will be accomplished by filing with the Ohio Secretary of State the required statutory agent designation form.

ARTICLE X

MAINTENANCE AND REPAIR

Association Responsibility

10.01. The Association will reasonably maintain and repair the Common Elements, including and not limited to utility facilities and lines serving more than one Unit, lawns, shrubs, trees, walkways, drives, parking areas, and the structural portions and exterior portions of all buildings that are a part of the Common Elements and that do not constitute part of a Unit. The Association will also maintain and repair (or pay for) its proportionate share of the easement areas described in Exhibits A-1 through A-3, as further addressed in Declaration Article XV, Section 15.07 below.

Individual Responsibility

10.02. Each Unit Owner will repair and maintain their Unit(s), and all components thereof, owned by that Unit Owner, and any walkways leading to the front or rear of the Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility includes repair and maintenance of all windows, screens, and doors, including the frames, sashes, and jambs, and the hardware therefore. In the event a Unit Owner fails 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 Elements or Limited Common Elements is caused by the negligent or intentional act of any Unit Owner or Occupant, or occurs as a result of the failure of any Unit Owner or his, her, or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, and the cost of repair is not covered by insurance, the cost of such maintenance and repair will constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused, will be made by the Board. Each Unit Owner is responsible for the cost of any maintenance and repair to the Owner's Unit that is or maybe covered by the Association's property insurance as the Board so determines, but that exceeds the amount of insurance proceeds the Association actually receives, including the insurance deductible (the Unit Owner being responsible for all cost of repairs to the Owner's Unit up to the amount of the insurance deductible), or is excluded under the terms of the Association's property insurance policy.

Interpretation of Maintenance Obligations

10.03 In the event of any uncertainty or good faith dispute as to whether the Association or an individual Unit Owner is responsible for the maintenance, repair, or replacement of a given item, the Board's determination, exercised in good faith, as to whether any particular maintenance, repair, or replacement to be made is the Association's or individual Unit Owner's responsibility, is final, provided that such determination must thereafter be consistently followed.

ARTICLE XI

UTILITY SERVICES

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

11.02 If a utility service is separately metered for some Units, but centrally metered for other Units, it is not a common expense. For example, the existing eight Units are served by a single, central water meter. The new Units Declarant intends to build are expected, but not required, to each have individual water

meters. The Association will pay for any utility service not separately metered for some, but not all, Units and assess a pro-rated cost, as the Board so determines, of the service to the Units served by the central meter as a special individual unit assessment. If a utility service to a Unit is separately metered for the Unit, but paid through the Association, the Association will assess the cost of such utility service to the Unit Owner as a special individual unit assessment.

11.03 The Board may, at its discretion, permit or require individual Unit Owners to remain or become partially or fully responsible for the direct payment of any utility service expense, including, without limitation, having utility submeters or individual meters installed and maintained within or for each Unit as a common expense with each Unit Owner responsible for the actual cost of the utility service to or for their Unit. The Board may also discontinue payments of any utility service at any time, in which case each Unit Owner is responsible for direct payment of their share of such expense as the Board so determines. The Board has the further right and authority to set standards and policies as to the reasonable amount of use of any utility service assessed as a common expense or "other charge," which may be applied equally to all Unit Owners or on each Unit Owner's undivided interest, and to then levy additional Assessments against any Unit Owner to reimburse the Association for excessive use of any utility service by such Unit Owner in such amounts as the Board so determines.

11.04 The Board, through the Rules or other notice to the Unit Owners, may require the installation or replacement of any electrical or plumbing fixture or appliance that meets specified minimum energy use or energy-saving criteria as the Board so specifies, including, without limitation, water restrictive devices on every plumbing fixture within or serving the Unit. Any electrical or plumbing fixture or appliance existing at the time of the Board's promulgation of such Rule or other notice to the Unit Owners is grandfathered for a period of not less than 180 days from the date of the Rule or the date notice is issued.

11.05 Until such time, if ever, as Declarant adds the private sewer treatment plant to the Condominium Property or the Association connects to and receives public sewer service (as further addressed below), the Association will be a shareholder in Put in Bay Treatment, Inc., an Ohio corporation, the purpose of which is to provide septic services for the Owners and other residential users of the service. The number of shares of ownership the Association holds in the Put in Bay Treatment, Inc. will at all times be equal to the number of Units in the Condominium. The Association's share of the costs to operate and maintain the

Put in Bay Treatment, Inc.'s septic system and related facilities will be a Common Expense. Declarant is not obligated to add the private sewer treatment plant to the Condominium Property. If public sewer service is made available to the Association, the Association will take the following action:

- (1) If the Association is required by government or judicial directive, order, or other ruling to connect to and obtain public sewer service, the Board is hereby authorized and empowered, without a Unit Owner vote or approval, to take any and all action required to comply with such ruling, including the assessment of any costs, fees, or expenses to the Unit Owners needed to comply with the ruling, the installation and completion of any required or needed additions or improvements to the Condominium Property, and any work necessary to decommission or otherwise close the Put in Bay Condominium Treatment, Inc. and its facilities.
- (2) If public sewer service is made as an available option, but not a mandate, to the Association, the Association may proceed with obtaining such public sewer service only with the prior consent of a majority of the Association's voting power. If a majority of the Association's voting power consent to the Association's connection to and receipt of public sewer service, the Board may then proceed on the Association's behalf in accordance with Declaration Article XI, Section 11.05(1) above.

11.06 The Board, on behalf of the Association and the Unit Owners, individually and collectively, may negotiate and enter into bulk rate or other contracts or other agreements with any utility service provider, including, without limitation, any provider of cable or other television services and WiFi or other wireless or wired communication services, to provide for such services and service rates as the Board determines is in the best interest of the Association and Unit Owners as a whole, whether such services are included or paid for as a common expense or paid directly by the Unit Owners.

ARTICLE XII

INSURANCE; LOSSES; BONDS

Fire and Extended Coverage Insurance

12.01. The Board has the authority to and will obtain insurance for all buildings and structures now or at any time hereafter constituting a part of the Common Elements against loss or damage by fire, lightning, and such other hazards as are ordinarily insured against by fire and extended coverage policies issued in the locale of the Condominium Property, in amounts at all times sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than 100% of the insurable value (based on replacement cost) of such buildings and structures, exclusive of the cost of foundations, footings, and excavations, as determined from time to time by the insurer. This insurance:

- (1) May provide coverage for Unit Owner built-in or installed improvements, fixtures, and equipment, and will provide for coverage of interior walls, windows, and doors and the frames, sashes, jambs, and hardware therefor, even though these items may be parts of Units;
- (2) Will be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of B/VI, or better, or, if Class V, has a general policy holder's rating of at least A, as determined by the then latest edition of *Best's Insurance Reports*, or its successor guide;
- (3) Will be written in the name of the Association for the use and benefit of the Unit Owners;
- (4) Will contain or have attached the standard mortgagee clause commonly accepted by institutional mortgage investors in the area in which the Condominium Property is located, which must be endorsed to provide that any proceeds will be paid to the Association for the use and benefit of first mortgagees as their interests may appear, and, unless otherwise prohibited by The Mortgage Corporation, to the holders of first mortgages on Units; and,

(5) Unless otherwise determined by the Board, will contain a waiver of subrogation of rights by the carrier as to the Association, its officers, and Directors, and all Unit Owners.

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

Liability Insurance

12.02. The Association will obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Elements, insuring the Association, the Directors, and the Unit Owners and Occupants, with such limits as the Board may determine, but no less than \$2,000,000.00 per occurrence, covering claims for personal injury and property damage. This insurance will 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 will contain a "severability of interest" endorsement that will preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association, the Board, or other Unit Owners.

Other Association Insurance

12.03. In addition, the Board may purchase and maintain contractual liability insurance, directors' and officers' liability insurance, and such other insurance as the Board may determine.

Unit Owners' Insurance

12.04. Any Unit Owner or Occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit Owner or Occupant may determine, subject to the provisions hereof, and provided that no Unit Owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by

the Association. In the event any Unit Owner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance will be chargeable to the Unit Owner who acquired or whose Occupant acquired such other insurance, who will be liable to the Association to the extent of any diminution or loss of proceeds. Without limiting the foregoing, a Unit Owner or Occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit Owner or Occupant, unless the Association obtains insurance for permanent improvements and built-in fixtures and equipment. All such insurance separately carried will contain a waiver of subrogation rights by the carrier as to the Association, its officers and Directors, and all other Unit Owners and Occupants.

Sufficient Insurance

12.05. In the event the improvements forming a part of the Common Elements or any portion thereof suffers 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 are sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration, or reconstruction will be undertaken by the Association and the Board will apply the insurance proceeds in payment therefor; provided, however, that in the event that within 60 days after such damage or destruction the Unit Owners and Eligible holders of first mortgages, if they are entitled to do so pursuant to the provisions of this Declaration, elect to terminate the Condominium, then such repair, restoration, or reconstruction will not be undertaken. If the cost of such repairs is less than the amount of such insurance proceeds, the excess will be retained by the Association and placed in the maintenance, reserve, or contingency fund as the Board in its sole discretion may determine.

Insufficient Insurance

12.06. In the event the improvements forming a part of the Common Elements or any portion thereof suffers damage or destruction from any cause or peril that is not insured against, or, if insured against, the insurance proceeds from which are not 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, elect within 60 days after such damage or destruction not to make such repair, restoration, or reconstruction,

the Association will make repairs, restoration, or reconstruction of the Common Elements so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit Owners in proportion to their respective undivided interests in the Common Elements. 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 will be assessed against the Unit of such Unit Owner and that assessment will 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.

Fidelity Bonds

12.07. At any time, the Board may obtain fidelity bond coverage with respect to persons handling Association funds, naming the Association as the named insured, in such amounts as the Board determines sufficient to provide protection, but in no event less than one and one-half times the Association's estimated annual operating expenses and reserves. In the event the bond would not otherwise cover volunteers, it must be endorsed to cover such persons.

ARTICLE XIII

DAMAGE; RESTORATION

In the event of substantial damage to or destruction of all Units in a residential building, the Association may, with the consent of Unit Owners entitled to exercise not less than 80% of the voting power of Unit Owners, and the consent of Eligible holders of first mortgages on Units to which at least 75% of the votes of Units subject to mortgages held by Eligible holders of mortgages appertain, determine not to repair or restore such damage or destruction. In such an event, all of the Condominium Property will be sold as upon partition.

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

ARTICLE XIV

CONDEMNATION

In the event any Unit or the Common Elements, or any portion thereof, are made the subject matter of any condemnation or eminent domain proceeding or are otherwise sought to be acquired by a condemning authority, the holders of first mortgages on the interests taken will have first priority, to the extent of their respective interests, with respect to distribution to such Unit of the net proceeds of any award or settlement. Each Unit Owner will give the holder of a first mortgage on that Owner's Unit timely written notice of such proceeding or proposed acquisition. Each Unit Owner designates the Association and its duly authorized agents as the Unit Owner's agent to negotiate and settle all matters concerning any proposed or actual condemnation or eminent domain action.

ARTICLE XV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Easements of Enjoyment--Limitations

15.01. Every Unit Owner has a right and easement of enjoyment in, over, and upon the Common Elements and a right of access to and from his, her, or its Unit, which rights and easements are appurtenant to and pass with the title to a Unit, subject to the right of the Board to make reasonable Rules concerning the use and management of the Common Elements, provided that no such Rule will 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 Elements and to ingress to and egress to the members of that Unit Owner's family and to Occupants.

Right of Entry for Repair, Maintenance, Inspection, and Restoration

15.02. The Association has a right of entry and access to, over, upon, and through all of the Condominium Property, including each Unit, to inspect and enable the Association to perform its obligations, rights, and duties pursuant hereto with regard to maintenance, repair, restoration, and servicing of any items, things, or

areas of or in the Condominium Property. The Association further has a right of entry and access to, over, upon, and through all of the Condominium Property, including each Unit, to inspect the Condominium Property, including each Unit, to determine compliance with the Condominium organizational documents and the Rules, including, without limitation, the proper installation and maintenance of any energy use or energy-saving criteria as the Board so specifies, including, without limitation, water restrictive devices on every plumbing fixture within or serving the Unit.

Easements for Encroachments

15.03. Each Unit and the Common Elements are subject to easements for encroachments on any other Unit and upon the Common Elements 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 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, exist.

Easements for Support

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

Easements for Utilities

15.05. There is hereby created upon, over, and under all of the Condominium Property easements to the Association for ingress to and egress to, and the installation, replacement, repair, and maintenance of all utilities, including, but not limited to, water, sewer, gas, telephone, electricity, security systems, master television antennas, and cable television. It is expressly permissible for the Association to grant to the providing utility company permission to construct and maintain the necessary poles and equipment, wires, circuits and conduits on, above, across, and under the Condominium Property, so long as such poles, equipment, wires, circuits, and conduits do not unreasonably interfere with the

use and enjoyment of the Condominium Property. Should any utility company furnishing a service request a specific easement by separate recordable document, the Board has the right to grant such easement without conflicting with the terms hereof.

Easement for Services

15.06. A nonexclusive 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 Elements in the performance of their duties.

Easement for Access

15.07 A nonexclusive easement for ingress and egress to and from the Condominium Property, including the individual Units, to a public road is hereby granted to the Association, the Unit Owners, Occupants, and their respective guests, tenants, licensees, agents, and contractors. The legal descriptions for the easements for ingress and egress to and from the Condominium Property are set forth in Exhibits A-1 through A-3, which are attached to and made a part of this Declaration. Also, in accordance with Exhibit A-1, the Association is responsible to maintain, repair, and replace the access drive from the Condominium Property to Tri-Motor Drive, which responsibility will be reasonably shared by and with any person or entity also having the use of any portion of the access drive from the Condominium Property to Tri-Motor Drive.

Easement for Parking

15.08 A nonexclusive easement to park on paved or other open space areas, as designated by the Declarant for the parking of vehicles, on the Additional Property is hereby granted to the Association, the Unit Owners, Occupants, and their respective guests, tenants, licensees, agents, and contractors. In accordance with this grant of this easement, a minimum total of eight parking spaces will at all times be available on the Additional Property for the Association, the Unit Owners, Occupants, and their respective guests, tenants, licensees, agents, and contractors. In addition, the Association has the right to establish rules and regulations governing the use of the temporary parking areas by Unit Owners, Occupants, and their respective guests, tenants, licensees, agents, and

contractors. This nonexclusive parking easement will automatically terminate, and be of no further force or effect, as of the date of the filing of Declarant's first expansion amendment with the Ottawa County Recorder, which expansion amendment will include property for the parking of vehicles by all Unit Owners.

Power of Attorney

15.09. Each Unit Owner, by acceptance of a deed to a Unit, hereby irrevocably appoints the Association 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, and the real estate to which it is applicable, runs with the land, and is coupled with an interest.

General

15.10. The easements and grants provided herein in no way affect any other recorded grant or easement.

ARTICLE XVI

ASSESSMENTS AND ASSESSMENT LIENS

Types of Assessments

16.01. Each Unit Owner by acceptance of a deed to a Unit (whether or not it is so expressed in such deed), is deemed to covenant and agree to pay to the Association (a) annual operating assessments, (b) special assessments for capital improvements, and (c) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided.

Purpose of Assessments

16.02. The assessments levied by the Association will be used exclusively to promote the health, safety, and welfare of Unit Owners and Occupants and the best interests of the Condominium Property.

Annual Operating Assessments

16.03. (1) Prior to the beginning of each fiscal year of the Association, the Board will estimate, and prorate among the Units on the basis of the undivided interest of each Unit in the Common Elements, common expenses of the Association consisting of the following:

- (a) The estimated next fiscal year's cost of the maintenance, repair, and other services to be provided by the Association;
- (b) The estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;
- (c) The estimated next fiscal year's costs for utility services not separately metered for all Units;
- (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) The Association's estimated portion of the cost to operate and maintain the septic services as provided by the South Shore Beach Treatment, Inc. in accordance with Declaration Article XI, Section 11.05 above;
- (f) An amount deemed adequate by the Board to maintain a reserve for the cost of expected and unexpected repairs and replacements of capital improvements, for new improvements to enhance the value, appeal, or appearance of the Condominium Property subject to the limitations of Declaration Article XVI, Section 16.04, and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and,

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

(2) The Board will 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 Elements, 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 is payable in advance, in equal monthly, or quarterly, or semi-annually installments as determined by the Board, provided that nothing contained herein prohibits any Unit Owner from prepaying assessments in annual, semi-annual, quarterly, or monthly increments. The Board will establish the month and day of the month due dates for any such installments, and, unless otherwise provided, the Association will collect on or before the first day of each month from those who own the Unit an equal monthly pro rata share of the annual operating assessment 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 Board will assess the deficiency 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 will be retained as reserves, and in no event are deemed profits nor available, except on dissolution of the Association, for distribution to Unit Owners.

Special Assessments for Capital Improvements

16.04. (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 Elements to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing

improvements cannot be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to five percent of that fiscal year's budget, without the prior consent of Unit Owners exercising no less than a majority of the voting power of Unit Owners and the consent of Eligible holders of first mortgages on Units to which at least 51% of the votes of Units subject to mortgages held by Eligible holders of first mortgages appertain.

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

Special Individual Unit Assessment

16.05. 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, utility service charges as provided for in Declaration Article XI, and a Unit Owner's enforcement and arbitration charges, including attorney's fees, and other costs, fees, and expenses). The Board may also impose reasonable charges to the Unit Owner for providing copies of the Declaration, Bylaws, or amendments thereto as well as reasonable charges for the handling of re-financing or resale documentation, and statements of unpaid Assessments. The Board has the authority to impose interest and administrative late fees for the late payment of assessments; impose returned check charges; and, in accordance with the Condominium Act, impose reasonable enforcement Assessments for violations of the Declaration, the Bylaws, and the Rules of the Association, and reasonable charges for damage to the Common Elements. Any of the foregoing assessments or charges become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject thereto.

Effective Date of Assessment

16.06. Any assessment created pursuant hereto is 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 thereto at least ten 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 constitutes 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 constitutes notice to that Unit Owner.

Effect of Nonpayment of Assessment--Remedies of the Association

16.07. (1) If any assessment or any installment of any assessment is not paid within ten days after the same has become due, the Board, at its option, without demand or notice, may (a) declare the entire unpaid balance of the assessment immediately due and payable, (b) charge interest on the entire unpaid balance (or on an overdue installment, alone, if it hasn't exercised its option to declare the entire unpaid balance due and payable), at the highest rate of interest then permitted by law, or at such lower rate as the Board may from time to time determine, and, (c) impose a monthly administrative late charge as established by the Board.

(2) The Association will credit payments made by a Unit Owner in the following order of priority:

- (a) First, to interest owed to the Association;
- (b) Second, to administrative late fees owed to the Association;
- (c) Third, to collection costs, expenses, fees, including attorney's fees and paralegal fees the Association incurs;
- (d) Fourth, to enforcement Assessments chargeable against the Unit; and,
- (e) Fifth, to the principal amounts the Unit Owner owes to the Association for the common expenses.

(3) Annual operating and both types of special assessments, together with interest and costs, including, without limitation, attorney's fees and other costs, fees, and expenses, is a charge and a continuing lien in favor of the Association upon the Unit against which each such assessment is made. The Association has a lien upon each Unit's undivided interest for any unpaid interest, administrative late fees, enforcement Assessments, and collection costs, attorney's fees, and paralegal fees.

(4) At any time after an installment of an assessment levied pursuant hereto remains unpaid for ten 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 will 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 will be signed by the Association President or Association representative as permitted by Ohio law.

(5) The lien provided for herein remains valid for a period of five years from the date a certificate of lien was duly filed therefor, 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.

(6) 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 will make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(7) Each such assessment, together with interest and costs, is also the joint and several personal obligation of the Unit Owners who owned the Unit at the time the assessment fell due. In a conveyance of a Unit, other than a conveyance described in Declaration Section 16.08, the grantee of the Unit is jointly and severally liable with the grantor for all unpaid Assessments levied by the Association against the grantor and the Unit, including their share of all Common Expenses charged against the Unit up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee. However, any prospective grantee is entitled to a statement from the Association, provided through the grantor, within 30 days after receipt by the Association of a request from the grantor, setting forth the amount of all unpaid Assessments; and such grantee is not liable for, nor will the Unit conveyed be subject to a lien for, any unpaid Assessments levied by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement. As used in this paragraph, "grantor" includes a decedent and "grantee" includes a devisee or heir, or any other successor or assign of a grantor.

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

(9) No claim of the Association for Assessments and charges, whether in a collection action, foreclosure action, or otherwise, is subject to setoffs, off sets, counterclaims, or cross claims, including, without limiting the generality of the foregoing claims that the Association has failed to provide the Unit Owner with any service, goods, work, or materials, or failed in any other duty. When a Unit Owner is delinquent in the payment of assessments for more than 30 days, the Board may, by a majority vote, suspend the Unit Owner's voting rights and the right of the Unit Owner and Occupants of the Owner's Unit to use the recreational facilities.

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

Subordination of the Lien to First Mortgages

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

Certificate Regarding Assessments

16.09. The Board will, 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 is conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE XVII**NOTICES TO MORTGAGEES**

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

- (1) Any proposed amendment of the Condominium organizational documents effecting a change in (a) the boundaries of any Unit, (b) the undivided interest in the Common Elements 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 Elements are restricted;
- (2) Any proposed termination of the Condominium as a condominium regime;
- (3) Any condemnation or eminent domain proceeding affecting the Condominium Property or any part thereof, of which the Board obtains notice;
- (4) Any significant damage or destruction to the Common Elements;
- (5) Any decision by the Association not to restore substantial damage or destruction;
- (6) Any decision by the Association to renew or rehabilitate the Condominium Property;
- (7) Any decision by the Association to construct new capital improvements not replacing existing improvements;

(8) Times and places of Unit Owners' meetings; and,

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

ARTICLE XVIII

AMENDMENTS

Power to Amend

18.01. Except as hereinafter provided, amendment of this Declaration (or the other Condominium organizational documents) requires (a) the consent of Unit Owners exercising not less than 75% of the voting power of Unit Owners, and (b) the consent of Eligible holders of first mortgages on Units to which at least 51% percent of the votes of Units subject to mortgages held by Eligible holders of first mortgages appertain. Notwithstanding the foregoing:

(1) The consent of all Unit Owners is required for any amendment effecting a change in:

(a) The boundaries of any Unit;

(b) The undivided interest in the Common Elements appertaining to a Unit or the liability for common expenses appertaining thereto; or,

(c) The number of votes in the Association appertaining to any Unit;

(2) The consent of Unit Owners exercising not less than 75% of the voting power of Unit Owners and the consent of Eligible holders of first mortgages on Units to which at least 75% of the votes of Units subject to mortgages held by Eligible holders of first mortgage liens appertain

is required to terminate the Condominium or to alter the length of time Unit Owners are permitted to lease their Units; and,

(3) The Board may amend the Condominium organizational documents, to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by The Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Mortgage Guaranty Insurance Corporation, the Federal Housing Administration, the Veterans Administration, or any other such agency or organization, provided that the appropriate percentage (as described elsewhere herein) of Eligible holders of first mortgage liens is obtained, or to correct typographical errors or obvious factual errors or omissions, the correction of which would not impair the interest of any Unit Owner or mortgagee.

Method to Amend

18.02. An amendment to this Declaration (or the Drawings or the Bylaws), adopted with the consents hereinbefore provided, in a writing executed with the same formalities as this Declaration by two officers of the Association and containing a certification that the amendment was duly adopted in accordance with the foregoing provisions, is effective upon the filing of the same with the Auditor and Recorder of Ottawa County, Ohio.

ARTICLE XIX

GENERAL PROVISIONS

Covenants Running With the Land

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

Enforcement

19.02. In addition to any other remedies provided in this Declaration, the Declarant (only with respect to those rights directly benefiting the Declarant), the Association, and each Unit Owner has 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 Bylaws or now or hereafter imposed by or through the Rules. Failure by the Declarant, the Association, or by any Unit Owner to proceed with such enforcement is in no event a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor will 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 have rights of action against each other for failure to comply with the provisions of the Condominium organizational documents, Rules, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association has the right to assess reasonable enforcement 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, including without limitation, attorney's fees, and other costs, fees, and expenses. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit Owner or Occupant, other than with regard to assessments, corrective action by the Association, or eviction of an Occupant or tenant, that cannot be settled by an agreement between them, the matter will 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. In addition:

(1) Cure by Association. If any Unit Owner fails to perform any act that they are required to perform by this Declaration, the Bylaws, or the Rules, the Association, through the Board, may, but is not obligated to, undertake such performance or cure such violation, and will charge and collect from said Unit Owner the entire cost and expense, including reasonable attorney's fees, of such performing or cure incurred by the Association. Any such amount is deemed to be a special individual Unit Assessment upon such Unit Owner and is due and payable when the payment of the Assessment next following notification of such charge becomes due and payable, and the Association may obtain a lien for said amount as provided for in Declaration Article XVI.

(2) **Eviction By Association.** The Association may initiate eviction proceedings, pursuant to Chapters 5321 and 1923 of the Revised Code as well as any applicable City codes or regulations, to evict a tenant for a violation of any Rule or Declaration or Bylaws' restriction or covenant. The Association will bring the action, as the Unit Owner's agent, in the name of the Unit Owner. In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association will give the Unit Owner at least ten days prior, written notice of the intended eviction action. The costs of any eviction action, including reasonable attorneys' fees, will be charged to the Unit Owner and is the subject of a special assessment against the offending Unit and made a lien against that Unit.

Severability

19.03. Invalidation of any one or more of these covenants, conditions, restrictions, or easements by judgment or court order will in no way affect any other provisions, which provisions will remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium Act, the latter's requirements prevail and the conflicting language is deemed to be invalid and void, provided that such invalidity in no way affects any other provisions of this Declaration, which provisions remain in full force and effect.

Gender and Grammar

19.04. The singular wherever used herein is construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, or men or women, will in all cases be assumed as though in such case fully expressed. The word "they" is used and means a man, a woman, either, or both.

Captions

19.05. 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.

Declarant's Obligations

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

Use of New Technology

19.07. Due to the ongoing development of new technologies and corresponding changes in business practices, to the extent permitted by Ohio and Federal law, as well as by the Board, now or in the future: (1) any notice required to be sent or received; (2) any signature, vote, consent, or approval required to be obtained; or (3) any payment required to be made, under the Declaration or Bylaws, may be accomplished or required using the most advanced technology available at that time provided such use is a generally accepted business practice. This includes, without limitation, the use of electronic mail or other electronic transmission in lieu of any Association required written notice to Unit Owners and Board members, individually or collectively, to or from any Unit Owner who has given the Association written consent to such use of electronic email or other electronic transmission, or for the Association to properly and effectively receive any Unit Owner signature, vote, consent, or approval the Association needs or requires, subject to the following:

(1) For voting on the election of Board members, the Association may provide for voting by electronic transmission. However, if the Association cannot guarantee the anonymity of a Unit Owner's vote, the Association must provide the Unit Owners with the option of casting an anonymous printed ballot, which includes, when necessary, the Unit Owner's Ownership Interest.

(2) An electronic email or other electronic transmission to a Unit Owner is not considered delivered and effective if the Association's transmission to the Unit Owner fails two consecutive times, e.g. the Association receives an "undeliverable" or similar message, or the inability to deliver the transmission to the Unit Owner becomes known to the person responsible for sending the transmission. If the electronic email or other electronic transmission is not delivered or effective, the Association will deliver such notice or other communication to the Unit Owner in writing by regular U.S. mail, by hand

delivery, or by leaving the notice under or attached to the front door of the Unit Owner's Unit.

Any Unit Owner who has not given the Association written consent to such use of electronic email or other electronic transmission will receive notices, including any notice of delinquency of any payment due, either by personal delivery or regular mail to such Unit Owner's Unit or, if different, the last known address of the Unit Owner.

Notices to the Association

19.08 Any Unit Owner notice required to be given to the Board or Association by the Condominium organizational documents or Rules, or to notify the Association or Board of any alleged violation of the Condominium organizational documents or the Rules, or to notify the Association or Board of the need to make any repair, replacement, or improvement to the Condominium Property for which the Association is responsible to maintain, must be delivered in writing to the Board President or any two other members of the Board, either personally, by electronic mail, or by regular U.S. mail, with postage prepaid, addressed to the designated Board members or officer.

ARTICLE XX EXPANSION OF PROPERTY

Reservation of Expansion Option

20.01. The Declarant expressly reserves the option, but not the obligation, to expand the Condominium Property as provided in this Article.

Limitations on Option

20.02. The Declarant has no limitations on its option to expand the Condominium Property, except as provided in this Article, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property. No Unit Owner's consent is required to enable the Declarant to expand the Condominium Property.

Maximum Expansion Time

20.03. The Declarant's option to expand the Condominium Property expires and terminates at the end of seven years from the date this Declaration is filed for record, unless the 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. Declarant has the option to renew the initial seven year period for an additional seven year period, exercisable within six months prior to expiration of the initial seven year period, if a majority of the Unit Owners, other than the Declarant, consents to such a renewal. Other than the expiration of the time limits set forth above, there are no other circumstances that will terminate that option prior to the expiration of that seven year period.

Legal Description

20.04. A legal description, by metes and bounds, of all additional property that, through exercise of the 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 B, and referred to herein as "the additional property."

Composition of Portions Added

20.05. 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, is it 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.

Time for Adding Portions

20.06. 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 must be contiguous, at some point, to what then

constitutes the Condominium Property, so that at all times the entire Condominium Property is an integral and contiguous development.

Improvement Location Limitations

20.07. 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 governmental bodies and authorities having jurisdiction.

Maximum Number of Units

20.08. The maximum total number of Units that may be created on the additional property and added to the Condominium Property is 92, for a total maximum number of potential existing and additional Units of 100; however, the private sewer treatment plant serving the Units presently has a maximum capacity of 40 Units. The foregoing will neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling Units that may be constructed on all or any portion of the additional property that is not added to the Condominium Property. Subject to the foregoing total maximum of Units that may be added to the Condominium Property, there is no limit as to the maximum number of Units per acre that may be created on any portion of the additional property added to the Condominium Property other than as may, from time to time, be imposed by law.

Nonresident Uses

20.09. The maximum percentage of the aggregate land and floor area of all Units that may be created on the additional property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use is 25%.

Compatibility of Structure

20.10. Although Declarant anticipates that the structures and buildings 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, the additional property structures and buildings

need not be compatible with structures and buildings existing on the Condominium Property as of the date of this Declaration.

Improvements Other Than Structures

20.11. Declarant is not obligated to construct improvements on the additional property. Except for private deed restrictions, if any, and except for the requirements of the governmental authorities having jurisdiction over the types of Units to be constructed on the additional property, including the applicable zoning and building requirements, there are no restrictions or limitations upon the improvements that may be made upon the additional property.

Types of Units

20.12. Although Declarant anticipates that the Units that are created on all or any portion of the additional property and added to the Condominium Property will be substantially identical to and of the types of Units then on the Condominium property, the Units to be constructed on the additional property need not be substantially identical to the Units already constructed. Except for private deed restrictions, if any, and except for the requirements of the governmental authorities having jurisdiction over the types of Units to be constructed on the additional property, including the applicable zoning and building requirements, there are no limitations on the types of Units that may be constructed on the additional property.

Limited Common Elements

20.13. The Declarant reserves the right with respect to all or any portion of the additional property added to the Condominium Property to create Limited Common Elements therein of substantially the same type, size, and number as those areas then so designated as such in the Condominium Property. The precise size and number of such newly created Limited Common Elements cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the buildings and other improvements on each portion, and other factors presently undetermined.

Expansion Amendments

20.14 Declarant reserves the right to amend this Declaration in the manner provided in Declaration Article XVIII, in such respects as the Declarant may deem advisable to effectuate the provisions of this Article XX including, without limiting the generality of the foregoing, the right to amend this Declaration to do the following:

- (1) To include the additional property, or any portion or portions thereof, and the improvements constructed thereon as part of the Condominium Property;
- (2) To include descriptions of the additional property and the additional property buildings and structures in this Declaration and to add drawings of the additional property and additional property buildings and structures; and,
- (3) To provide that the owners of Units in the additional property buildings will have an undivided interest in the Common Elements and to amend Declaration VII, Section 7.03 so as to establish the undivided interest in the Common Elements that the owners of all Units within the buildings on the Condominium Property will have at the time of such amendment, which interest will be, with respect to each Unit, in the proportion that the par value of each Unit on the date said amendment is filed for record bears to the then aggregate par value of all the Units within the buildings on the Condominium Property, which determination the Declaration will make and will be conclusive and binding upon all Unit Owners.

Remainder of page intentionally left blank

PUT IN BAY SYNERGY, LLC

By: Paul M Jeris
Paul Jeris, its President

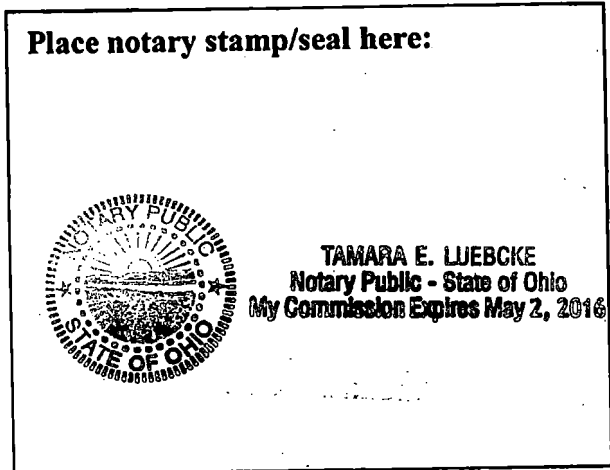
STATE OF OHIO)
)
COUNTY OF Ottawa) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Put in Bay Synergy, LLC, by its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN WITNESS WHEREOF, I have set my hand and official seal in Port Clinton, Ohio, this 9 day of March, 2016.

Tamara E. Luebcke
NOTARY PUBLIC

This instrument prepared by:
KAMAN & CUSIMANO, LLC.
Attorneys at Law
2000 Terminal Tower
50 Public Square
Cleveland, Ohio 44113
(216) 696-0650
ohiocondolaw.com



Exhibits

- A. Legal Description of existing condominium property
 - A-1 – A-3: Easements for Ingress and Egress to the condominium property
- B. Legal Description of the Additional Property
- C. Bylaws
- D. Unit Designations and Ownership Interests
- E. Drawings: Original drawings as amended by new drawing of condominium property
- F. Consents of all unit owners

EXHIBIT "A"



ENGINEERING & SURVEYING CO., INC.

**5425 WARNER ROAD - SUITE 12
VALLEY VIEW, OHIO 44125
PH: 440-602-9071 FAX: 216-369-0259**

LEGAL DESCRIPTION

PH 2-1

SOUTH SHORE BEACH CONDOMINIUM PHASE 2

0.3406 TOTAL ACRES

Situated in the Township of Put-in-Bay, County of Ottawa, and State of Ohio, and being part of Original Lot 16, South of County Road, South Bass Island, and also being part of the South Shore Beach Condominium, as recorded in Plat Volume 52, Page 5 of the Ottawa County Plat Records, and being shown as Residual No. 1 on the Plat of The South Shore Beach Condominium Phase No. 2, and being further bounded and described as follows:

Beginning at a Railroad Spike found at the centerline intersection of Meechen Road, 40 foot R/W (T.R. 164) and Langram Road, 40 foot R/W (C.H. 163);

Thence North 39°58'40" East, along the centerline of said Langram Road, a distance of 832.78 feet to a point, said point being the intersection of said centerline and the northwesterly extension of the southwesterly line of Lot 1, Heidenreich Subdivision, as recorded in Plat 37, Page 37 of the Ottawa County Plat Records;

Thence South 49°11'20" East, along the southwesterly line of said Lot 1, a distance of 348.54 feet to a point, said point being on the southeasterly R/W of Tri-Motor Drive Relocated (50 foot R/W);

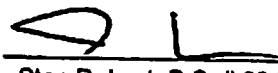
Thence North 31°24'06" East, a distance of 255.54 feet to an iron pin set, said point being the southwesterly corner of lands conveyed to Glen Gerstenslager, as recorded in Volume 379, Page 839 of the Ottawa County Deed Records;

Thence South 49°37'20" East, along the southerly line of said Gerstenslager, passing through a 5/8" iron pin found capped "Reitz", at a distance of 60.28 feet, a total distance of 300.14 feet to an iron pin set, said point being the Principal Place of Beginning;

- Course I: Thence South 49°37'20" East, continuing along the southerly line of said Gerstenslager, a distance of 170.84 feet to an iron pin set;
- Course II: Thence South 40°32'59" West, a distance of 86.86 feet to an iron pin set;
- Course III: Thence North 49°33'39" West, a distance of 171.20 feet to an iron pin set;
- Course IV: Thence North 40°47'05" East, a distance of 86.68 feet to the Principal Place of Beginning;

Said parcel contains 0.3406 acres or 14,838 sq. ft. of land, be the same more or less, but subject to all legal highways and also subject to matters on Plat Volume 52, Page 5 and any other matters of record as surveyed and described in September, 2015 by Stan R. Loch, Ohio Registered Surveyor Number 8249. Bearings are per the centerline bearing of Langram Road (South 39°51'30" West) per the survey for Island Airlines by Richard Engineering Limited dated August, 1991 are used to denote angles only. The intent of the above description is to describe the portion of the land conveyed to South Shore Beach Condominium as Recorded in Plat Volume 52, Page 5 of the Ottawa County Plat Records, which is designated as Ph-2-1 Phase 2 on the Plat of South Shore Beach Condominium Phase No. 2

Job#20153037

 9-21-15
Stan R. Loch P.S. # 8249 Date

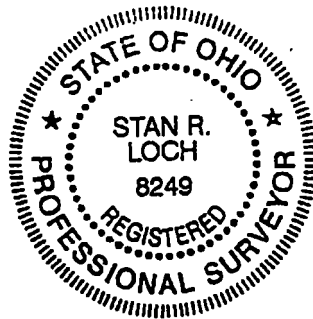


EXHIBIT "A-1"

Situated on South Bass Island in the Township of Put-In-Bay, County of Ottawa and State of Ohio shown as Tri Motor Drive (Relocated), a platted roadway in Heidenreich Subdivision and Gerstenslager Subdivision within said township, the plats of which are recorded in Volume 37, Page 37, and Volume 37, Page 20, Ottawa County, Ohio Plat Records (the "Roadway").

EXHIBIT "A-2"

Situated in Lot 16, South of the County Road, South Bass Island, Put-In-Bay Township, Ottawa County, Ohio and being more particularly described as follows:

Commencing at a point marking the intersection of the centerline of Langram Road, C.R. #163 (40' right-of-way), with the southwesterly line of Lot 16, South of the County Road, South Bass Island, Put-In-Bay Township, Ottawa County, Ohio; thence proceeding North 40 degrees 00 minutes 00 seconds East, in the centerline of said Langram Road, a distance of 129.85 feet to the point marking the intersection of said Langram Road with the northwesterly extension of the southwesterly line of Lot 1, Heidenreich Subdivision as Recorded in Ottawa County Plat Volume 37 at Page 37; thence proceeding South 49 degrees 10 minutes 00 seconds East, in the southwesterly line of said Lot 1, a distance of 348.54 feet to a point in the southeasterly right-of-way of Tri-motor Drive Relocated (50' right-of-way); thence proceeding North 31 degrees 25 minutes 26 seconds East, in the southwesterly right-of-way of said Tri-Motor Drive Relocated, a distance of 205.47 feet to the point and place of beginning of the easement herein described;

Thence proceeding North 31 degrees 25 minutes 26 seconds East, a distance of 21.66 feet to a point;

Thence proceeding South 36 degrees 00 minutes 00 seconds East, a distance of 107.48 feet to a point;

Thence proceeding South 55 degrees 00 minutes 00 seconds East, a distance of 69.31 feet to a point;

Thence proceeding South 44 degrees 00 minutes 00 seconds East, a distance of 83.90 feet to a point;

Thence proceeding South 46 degrees 00 minutes 00 seconds West, a distance of 22.00 feet to a point;

Thence proceeding North 44 degrees 00 minutes 00 seconds West, a distance of 35.39 feet to a point;

Thence proceeding South 80 degrees 00 minutes 00 seconds West, a distance of 34.47 feet to a point;

Thence proceeding North 49 degrees 36 minutes 00 seconds West, a distance of 28.55 feet to a point;

Thence proceeding North 80 degrees 00 minutes 00 seconds East, a distance of 7.66 feet to a point;

Thence proceeding North 23 degrees 00 minutes 00 seconds East, a distance of 27.73 feet to a point;

Thence proceeding North 55 degrees 00 minutes 00 seconds West, a distance of 62.93 feet to a point;

Thence proceeding North 36 degrees 00 minutes 00 seconds West, a distance of 102.51 feet to the point and place of beginning.

The above legal description was prepared by Allan W. Weirich, Professional Surveyor #7427, and is also based on the assumption that the centerline of Langram Road, C.R. #163 (40' right-of-way), bears North 40 degrees 00 minutes 00 seconds East from its intersection with the southwesterly line of Lot 16, South of the County Road, South Bass Island, Put-In-Bay Township, Ottawa County, Ohio and is based on a survey done April, 2006 and written August, 2006.

EXHIBIT "A-3"**ENGINEERING & SURVEYING CO., INC.**

5425 WARNER ROAD - SUITE 12
VALLEY VIEW, OHIO 44125
PH: 440-602-9071 FAX: 216-369-0259

LEGAL DESCRIPTION OF AN INGRESS/EGRESS EASEMENT

Situated in the Township of Put-in-Bay, County of Ottawa, and State of Ohio, and being part of Original Lot 16, South of County Road, South Bass Island, and also being part of the South Shore Beach Condominium, as recorded in Plat Volume 52, Page 5 of the Ottawa County Plat Records, and being shown as Residual No. 1 on the Plat of The South Shore Beach Condominium Phase No. 2, and being further bounded and described as follows:

Beginning at a Railroad Spike found at the centerline intersection of Meechen Road, 40 foot R/W (T.R. 164) and Langram Road, 40 foot R/W (C.H. 163);

Thence North 39°58'40" East, along the centerline of said Langram Road, a distance of 832.78 feet to a point, said point being the intersection of said centerline and the northwesterly extension of the southwesterly line of Lot 1, Heidenreich Subdivision, as recorded in Plat 37, Page 37 of the Ottawa County Plat Records;

Thence South 49°11'20" East, along the southwesterly line of said Lot 1, a distance of 348.54 feet to a point, said point being on the southeasterly R/W of Tri-Motor Drive Relocated (50 foot R/W);

Thence North 31°24'06" East, a distance of 255.54 feet to an iron pin set, said point being the southwesterly corner of lands conveyed to Glen Gerstenslager, as recorded in Volume 379, Page 839 of the Ottawa County Deed Records;

Thence South 49°37'20" East, along the southerly line of said Gerstenslager, passing through a 5/8" iron pin found capped "Reitz", at a distance of 60.28 feet, a total distance of 300.14 feet to an iron pin set;

Thence South 40°47'05" West, a distance of 55.27 feet to a point and the Principal Place of Beginning;

- Course I: Thence South 40°47'05" West, a distance of 21.91 feet to a point;
- Course II: Thence North 49°12'55" West, a distance of 40.33 feet to a point;
- Course III: Thence North 45°58'40" East, a distance of 22.00 feet to a point;
- Course IV: Thence South 49°12'55" East, a distance of 38.34 feet to the Principal Place of Beginning;

Said Ingress/Egress Easement contains 0.0197 acres or 861 sq. ft. of land, be the same more or less, but subject to all legal highways and also subject to matters on Plat Volume 52, Page 5 and any other matters of record as surveyed and described in September, 2015 by Stan R. Loch, Ohio Registered Surveyor Number 8249. Bearings are per the centerline bearing of Langram Road (South 39°51'30" West) per the survey for Island Airlines by Richard Engineering Limited dated August, 1991 are used to denote angles only. The intent of the above description is to describe an Ingress/Egress Easement on the portion of the land conveyed to South Shore Beach Condominium as Recorded in Plat Volume 52, Page 5 of the Ottawa County Plat Records, which is designated as Proposed Ingress/Egress Easement on the Plat of South Shore Beach Condominium Phase No. 2

Job#20153037


Stan R. Loch P.S. # 8249 Date

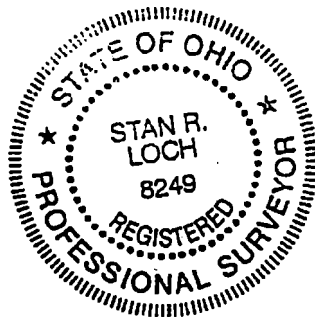


EXHIBIT "B"



ENGINEERING & SURVEYING CO., INC.

**5425 WARNER ROAD - SUITE 12
VALLEY VIEW, OHIO 44125
PH: 440-602-9071 FAX: 216-369-0259**

**LEGAL DESCRIPTION
PH 2-R1
SOUTH SHORE BEACH CONDOMINIUM PHASE 2
0.9465 TOTAL ACRES**

Situated in the Township of Put-in-Bay, County of Ottawa, and State of Ohio, and being part of Original Lot 16, South of County Road, South Bass Island, and also being part of the South Shore Beach Condominium, as recorded in Plat Volume 52, Page 5 of the Ottawa County Plat Records, and being shown as Residual No. 1 on the Plat of The South Shore Beach Condominium Phase No. 2, and being further bounded and described as follows:

Beginning at a Railroad Spike found at the centerline intersection of Meechen Road, 40 foot R/W (T.R. 164) and Langram Road, 40 foot R/W (C.H. 163);

Thence North 39°58'40" East, along the centerline of said Langram Road, a distance of 832.78 feet to a point, said point being the intersection of said centerline and the northwesterly extension of the southwesterly line of Lot 1, Heidenreich Subdivision, as recorded in Plat 37, Page 37 of the Ottawa County Plat Records;

Thence South 49°11'20" East, along the southwesterly line of said Lot 1, a distance of 348.54 feet to a point, said point being on the southeasterly R/W of Tri-Motor Drive Relocated (50 foot R/W);

Thence North 31°24'06" East, a distance of 154.30 feet to an iron pin set, said point being the northwesterly corner of lands conveyed to Put-in-Bay Synergy LLC., as recorded in Volume 1402, Page 775 of the Ottawa County Official Records and being the Principal Place of Beginning;

Course I: Thence North 31°24'06" East, continuing along the southeasterly R/W of said Tri-Motor Drive Relocated, a distance of 101.24 feet to an iron pin set, said point being the southwesterly corner of lands conveyed to Glen Gerstenslager, as recorded in Volume 379, Page 839 of the Ottawa County Deed Records;

- Course II: Thence South 49°37'20" East, along the southerly line of said Gerstenslager, passing through a 5/8" iron pin found capped "Reitz", at a distance of 60.28 feet, a total distance of 300.14 feet to an iron pin set;
- Course III: Thence South 40°47'05" West, a distance of 86.68 feet to an iron pin set;
- Course IV: Thence South 49°33'39" East, a distance of 171.20 feet to an iron pin set;
- Course V: Thence North 40°32'59" East, a distance of 86.86 feet to an iron pin set on the southerly line of said Gerstenslager;
- Course VI: Thence South 49°37'20" East, along the southerly line of said Gerstenslager, passing by a 5/8" iron pin found capped "Reitz" 0.20 feet north, at a distance of 79.56 feet, a total distance of 116.91 feet to the shoreline of Lake Erie as located on August 26, 2015;

Thence the following courses are along the shoreline of said Lake Erie:

- Course VII: Thence South 73°10'47" West, a distance of 29.55 feet to a point;
- Course VIII: Thence South 52°20'07" West, a distance of 52.36 feet to a point;
- Course IX: Thence South 37°42'28" West, a distance of 23.96 feet to a point, said point being the northeasterly corner of said Put-in-Bay Synergy LLC;
- Course X: Thence North 49°37'20" West, along the northerly line of said Put-in-Bay Synergy LLC., passing through on iron pin set at a distance of 45.00 feet, a total distance of 546.35 feet to the Principal Place of Beginning.

Said parcel contains 0.9465 acres or 41,233 sq. ft. of land, be the same more or less, but subject to all legal highways and also subject to matters on Plat Volume 52, Page 5 and any other matters of record as surveyed and described in September, 2015 by Stan R. Loch, Ohio Registered Surveyor Number 8249. Bearings are per the centerline bearing of Langram Road (South 39°51'30" West) per the survey for Island Airlines by Richard Engineering Limited dated August, 1991 are used to denote angles only. The intent of the above description is to describe the portion of the land conveyed to South Shore Beach Condominium as Recorded in Plat Volume 52, Page 5 of the Ottawa County Plat Records, which is designated as Ph-2-R1 Phase 2 Residual No. 1 on the Plat of South Shore Beach Condominium Phase No. 2

Job#20153037

 9-21-15
 Stan R. Loch P.S. # 8249 Date

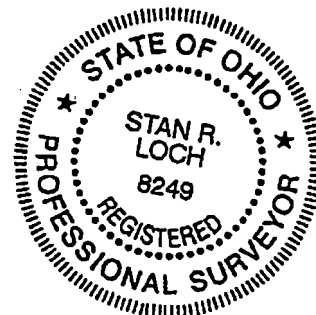


Exhibit B (continued)

Additional Property
Phase 3

Known as and being a parcel in Lot 16, South of the County Road, South Bass Island, Put-In-Bay Township, Ottawa County, Ohio and being more particularly described as follows:

Commencing at a point marking the intersection of the centerline of Langram Road, C.R. #163 (40' Right of Way), with the Southwesterly line of Lot 16, South of the County Road, South Bass Island, Put-In-Bay Township, Ottawa County, Ohio; Thence proceeding North 40° 00' 00" East, in the centerline of said Langram Road, a distance of 129.85 feet to the point marking the intersection of said Langram Road with the Northwesterly extension of the Southwesterly line of Lot 1, Heindenreich Subdivision as recorded in Ottawa County Plat Volume 37 at Page 37; Thence proceeding South 49° 10' 00" East, in the southwesterly line of said Lot 1, a distance of 348.54 feet to a point in the southeasterly right of way of Tri-Motor Drive relocated (50' Right of Way) and also being the point and place of beginning of the parcel herein described; Thence proceeding North 31° 25' 26" East, in the Southwesterly right of way of said Tri-Motor Drive relocated, a distance of 154.30 feet to a set iron pin; Thence proceeding South 49° 36' 00" East, passing through set iron pins at 300.00 feet and 505.00 feet, a total distance of 552.44 feet to a point in the shoreline of Lake Erie as located on March 16, 2006; Thence proceeding in the following meandering courses of said shoreline of Lake Erie to wit:

S 42° 02' 21" W 3.47 feet,

S 31° 23' 09" W 30.55 feet,

S 28° 24' 35" W 26.04 feet,

S 08° 30' 47" W 12.98 feet,

S 64° 16' 13" W 18.20 feet,

S 58° 07' 17" W 12.25 feet,

S 48° 52' 18" W 15.28 feet,

S 41° 50' 52" W 14.96 feet,

S 41° 27' 13" W 27.98 feet to a point in the northeasterly line of airport subdivision #6 as recorded in Ottawa County Plat Volume 13 at Page 43; Thence proceeding North 49° 10' 00" West in the northeasterly line of the previously mentioned parcel and the northeasterly line of a parcel now or formerly owned by Gayle B. Campbell as described in Ottawa County Deed Records Volume 286 at Page 172, passing through a found 1 inch iron pipe at 41.72 feet and a found iron pin at 519.99 feet, a total distance of 531.10 feet to the point and place of beginning.

Said parcel contains 1.936 acres but is subject to a 20 foot sanitary sewer easement over and across a parcel in Lot 16, South of the County Road, South Bass Island, Put-In-Bay Township, Ottawa County, Ohio and lying 10 feet on each side of the following described centerline to wit:

Commencing at a point marking the intersection of Langram Road, C.R. #163 (40' Right of Way), with the southwesterly line of Lot 16, South of County Road, South Bass Island, Put-In-Bay Township, Ottawa County, Ohio; Thence proceeding North $40^{\circ} 00' 00''$ East, in the centerline of said Langram Road, a distance of 129.85 feet to the point marking the intersection of said Langram Road with the northwesterly extension of the southwesterly line of Lot 1, Heindenreich Subdivision as recorded in Ottawa County Plat Volume 37 at Page 37; Thence proceeding South $49^{\circ} 10' 00''$ East, in the southwesterly line of said Lot 1, a distance of 348.54 feet to a point in the southeasterly right of way of Tri-Motor Drive relocated (50' Right of Way); Thence proceeding North $31^{\circ} 25' 26''$ East, in the southwesterly right of way of said Tri-Motor Drive relocated, a distance of 154.30 feet to a point; thence proceeding South $49^{\circ} 36' 00''$ East, a distance of 246.79 feet to the point and place of beginning of the centerline of the easement herein described; Thence proceeding South $85^{\circ} 11' 20''$ West, a distance of 36.93 feet to the point; Thence proceeding South $39^{\circ} 40' 43''$ West, a distance of 75.94 feet to its terminus in an existing wastewater treatment plant.

Also all of the above is subject to all legal highways and easements of record.

The above legal description was prepared by Allan W. Weirich, Professional Surveyor #7427, and is also based on the assumption that the centerline of Langram Road, C.R. #163 (40' Right of Way), bears North $40^{\circ} 00' 00''$ East from its intersection with the southwesterly line of Lot 16, South of the County Road, South Bass Island, Put-In-Bay Township, Ottawa County, Ohio and is based on a survey completed April, 2006 and written July

EXHIBIT "C"**BYLAWS
OF
PUT IN BAY CONDOMINIUMS****ARTICLE I****NAME AND LOCATION**

The name of the Association is Put In Bay Condominium Association, Inc. ("the Association"), which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the Unit Owners' Association for Put In Bay Condominiums. The principal office of the Association is as set forth in its Articles of Incorporation ("the Articles"), and the place of meetings of Unit Owners (members) and of the Directors of the Association will be at such place in Ottawa County, Ohio as the Board of Directors ("Board"), may from time to time designate.

ARTICLE II**DEFINITIONS**

All of the terms used herein have the same meanings as set forth in the Declaration of Put In Bay Condominiums ("Declaration"), recorded simultaneously herewith with the Recorder of Ottawa County, Ohio.

ARTICLE III**UNIT OWNERS (MEMBERS)****Composition**

3.01. Each Unit Owner, as defined in the Declaration, is a member of the Association.

Annual Meetings

3.02. Regular annual meetings of the Unit Owners will 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.

Special Meetings

3.03. Special meetings of the Unit Owners may be called at any time by the President or by the Board, upon written request of Unit Owners entitled to exercise one-fourth or more of the voting power of Unit Owners, and when required by the Condominium Act.

Notice of Meetings

3.04. Written notice of each meeting of Unit Owners will 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 five days before such meeting, to each Unit Owner entitled to vote thereat, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five days before the meeting. The notice will specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Quorum

3.05. The Unit Owners present, in person or by proxy, at any duly called and noticed meeting of Unit Owners, constitute a quorum for such meeting.

Proxies

3.06. At any meeting of Unit Owners, a Unit Owner may vote in person or by proxy. All proxies will be in writing and filed with the Secretary prior to the meeting. Every proxy is revocable and automatically ceases upon conveyance by a Unit Owner of their Unit.

Voting Power

3.07. Except as otherwise provided in the Condominiums organizational documents or by law, a majority of the voting power of Unit Owners voting on any matter that may be determined by the Unit Owners at a duly called and noticed meeting is sufficient to determine that matter.

Action in Writing Without Meeting

3.08. Any action that could be taken by Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit Owners having not less than a majority of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominiums organizational documents, or by law.

ARTICLE IV**BOARD OF DIRECTORS****Directors**

4.01. The number, times of election, and terms of office of those who will serve as Directors is provided in the Declaration and these Bylaws.

Removal

4.02. Excepting only Directors selected by the Declarant, any Director may be removed from the Board with or without cause, by a majority vote of the Unit Owners. The Board may also remove any Board member and thereby create a vacancy in the Board, if by order of court they have been found to be of unsound mind, or if they file for bankruptcy or has been adjudicated bankrupt, or if they are physically incapacitated, or if they fail to attend three consecutive regular Board meetings, or if their voting privileges as a Unit Owner are suspended due to a delinquency in the payment of any Assessment as provided for in these Bylaws. In the event of the death, resignation, or removal of a Director other than one selected by the Declarant, that Director's successor will be selected by the remaining members of the Board to complete the term of such deceased, resigned, or removed Director. The Declarant has the sole right to remove, with or without cause, any Director selected by the Declarant, and will select the successor of any Director so

selected who dies, resigns, is removed, or leaves office for any reason before the election of Directors by all of the Unit Owners as provided in the Declaration.

Nomination

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

Election

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

Compensation

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

Regular Meetings

4.06. Regular meetings of the Board will 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.

Special Meetings

4.07. Special meetings of the Board will be held when called by the President of the Board, or by any two Trustees, after not less than three days' notice to each Director.

Quorum

4.08. The presence at any duly called and noticed meeting, in person or by proxy, of Directors entitled to cast a majority of the voting power of Directors constitutes a quorum for such meeting. Any Board meeting may be held in person or by any method of communication, including electronic or telephonic communication, provided that each Board member can hear, participate, and respond to every other Board member.

Voting Power

4.09. Except as otherwise provided in the Condominiums organizational documents, or by law, vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present is sufficient to determine that matter.

Action in Writing Without Meeting

4.10. 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 Directors.

Powers

4.11. The Board will exercise all powers and authority, under law, and under the provisions of the Condominiums organizational documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board has the right, power, and authority to:

- (1) Take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominiums organizational documents;
- (2) Obtain insurance coverage no less than that required pursuant to the Declaration;
- (3) Enforce the covenants, conditions, and restrictions set forth in the Declaration;

- (4) Repair, maintain, and improve the Common Elements;
- (5) Establish, enforce, levy, and collect assessments as provided in the Declaration;
- (6) Adopt and publish Rules governing the use of the Condominium Property and the personal conduct of Unit Owners, occupants, and their guests thereon, and establish penalties for the infraction thereof;
- (7) Suspend the voting rights of a Unit Owner during any period in which such Unit Owner is 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 60 days for each infraction of published rules and regulations or of any provisions of the Condominiums organizational documents);
- (8) Authorize the officers to enter into one or more management agreements 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 agreement will be as determined by the Board to be in the best interest of the Association, subject, in all respects, to the provisions of the Condominiums organizational documents);
- (9) Hire and fire attorneys, accountants, and other independent contractors and employees that the Board determines are necessary or desirable in the management and operation of the Condominium Property and the Association;
- (10) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit owners and relates to matters affecting the Condominium Property;
- (11) Grant easements, leases, licenses, and concessions through or over the Common Elements;

(12) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit owners;

(13) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the Occupants of that Unit or another Unit;

(14) Borrow money, assign, without limitation, the Association's right to future income, including the right to receive Assessments, insurance proceeds, and other income or compensation, and issue, sell, or pledge notes, bonds, or other evidences of indebtedness of the Association as collateral for any monies borrowed, and execute related documents. Any such borrowing is limited to the purpose of acquiring funds to be used for the management and insurance of the Condominium Property, for the maintenance, repair, or replacement of the Condominium Property, or for such capital additions or improvements as may be approved by the Unit Owners in accordance with Declaration Article XVI, Section 16.04;

(15) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law; and

(16) Do all things and take all actions permitted to be taken by the Association by law, or the Condominiums organizational documents not specifically reserved thereby to others.

Duties

4.13. It is the Board's duty to:

(1) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit Owners at each annual meeting of Unit Owners, or at any special meeting when such statement is requested in writing by Unit Owners representing one-half or more of the voting power of Unit Owners;

- (2) Supervise all officers, agents, and employees of the Association and see that their duties are properly performed;
- (3) As more fully provided in the Declaration, to:
 - (a) Fix the amount of assessments against each Unit;
 - (b) Give written notice of each assessment to every Unit Owner subject thereto within the time limits set forth therein; and
 - (c) Foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit Owner(s) personally obligated to pay the same, or both;
- (4) Issue, or cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (5) Procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;
- (6) Cause all officers or employees handling Association funds to be bonded;
- (7) Cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- (8) Cause the restrictions created by the Declaration to be enforced; and
- (9) Take all other actions required to comply with all requirements of law and the Condominiums organizational documents.

ARTICLE V**OFFICERS****Enumeration of Offices**

5.01. The officers of this Association are a President, a Secretary, a Treasurer, and such other officers as the Board may from time to time determine. Each officer must be a member of the Association and a Director. The same person may hold more than one office.

Selection and Term

5.02. Except as otherwise specifically provided in the Declaration or by law, the Board will select the officers of the Association, from time to time, to serve until the Board selects their successors.

Special Appointment

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

Resignation and Removal

5.04. 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 will 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.

Duties

5.05. The duties of the officers will be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers are as follows:

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

(b) Secretary. The Secretary will record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit owners, serve notice of meetings of the Board and of the Unit Owners, keep appropriate current records showing the names of Unit Owners of the Association together with their addresses, and act in the place and stead of the President in the event of the President's absence or refusal to act.

(c) Treasurer. The Treasurer will 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 Unit Owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit Owners.

Delegation of Authority and Duties.

5.06. In the absence of any officer of the Association, or for any other reason as the Board may desire, the Board may delegate the powers or duties, or any of them, of such officers as set forth in this Bylaws Article V, to any other officer or to any Board member or the Association's managing agent, lawyer, accountant, or such other professional as the Board so decides. In addition, the Board is generally authorized to control the action of the officers and to require the performance of duties in addition to those mentioned above.

ARTICLE VI

COMMITTEES

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

ARTICLE VII

INDEMNIFICATION

Indemnification of Board Members, Officers, and Committee Members.

7.01 The Association must indemnify and defend (as provided below): (1) any current or former Director, (2) any current or former Association officer, (3) any current or former Association committee member, or (4) any of said Director's, officer's, or committee member's respective heirs, executors, and administrators; against reasonable expenses, including attorney's fees, judgments, decrees, fines, penalties, or amounts paid in settlement, actually and necessarily incurred by them in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, derivative or third party, to which they are or may be made a party by reason of being or having been such Director, officer, or committee member provided it is determined, in the manner set forth below, that (i) such Director, officer, or committee member was not and is not adjudicated to have been grossly negligent or guilty of misconduct in the performance of their duty to the Association; (ii) such Director, officer, or committee member acted in good faith in what they reasonably believed to be in, or not opposed to, the Association's best interest; (iii) in any criminal action, suit, or proceeding, such Director, officer, or committee member had no reasonable cause to believe that their conduct was unlawful and is not convicted of theft or other theft related crime including but not limited to larceny, forgery, false pretenses, fraud, embezzlement, conversion, or any conspiracy related to any such theft related crime; and, (iv) in case of settlement, the amount paid in the settlement was reasonable.

The above determination required will be made by written opinion of independent legal counsel the Board chooses. Notwithstanding the opinion of legal counsel, to the extent that a Director, officer, or committee member is successful in defense of any action, suit, or proceeding, or in the defense of any claim, issue, or matter, as the Board so verifies, they will, in that event, be indemnified and reimbursed for any costs and expenses, including legal fees, incurred in such defense. Any defense the Association provides will be by legal counsel the Association's insurance carrier selects or, if not selected by the Association's insurance carrier, a majority of the Directors excluding the accused or threatened Director(s). If a majority of the Directors cannot agree on legal counsel or if all the Directors are accused or threatened in any such action, the Board will appoint a special committee of three Unit Owners to select legal counsel to defend the Directors.

Advance of Expenses.

7.02 The Association may advance funds to cover expenses, including attorney's fees, with respect to any pending or threatened action, suit, or proceeding prior to the final disposition upon receipt of a request to repay such amounts.

Indemnification Not Exclusive; Insurance.

7.03 The indemnification provided for in this Bylaws Article VII is not exclusive, but is in addition to any other rights to which any person may be entitled under the Articles of Incorporation, the Declaration, these Bylaws, or Rules, any agreement, any insurance provided by the Association, the provisions of Chapter 1702 of the Ohio Revised Code Section and its successor statutes, or otherwise. The Association must purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member against any liability asserted against them or incurred by them in such capacity or arising out of their status as a Director, officer, or committee member.

Directors, Officers, and Committee Members Liability.

7.04 The Association's Directors, officers, and committee members are not personally liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Association's and Unit Owners' indemnification includes, but is not limited to, all contractual liabilities to third parties arising out of contracts made on the Association's behalf, except with respect to any such contracts made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Every contract or agreement approved by the Board and made by any Director, officer, or committee member is made only in such Director, officer, or committee member's capacity as a representative of the Association and has no personal liability under such contract or agreement (except as a Unit Owner).

Cost of Indemnification.

7.05 Any sum paid or advanced by the Association under this Bylaws Article VII constitutes a Common Expense. The Board has the power and the responsibility to raise, by special Assessment or otherwise, any sums required to discharge the Association's obligations under this Bylaws Article VII; provided, however, that the liability of any Unit Owner arising out of the contract made by Director, officer, or committee member, or out of the aforesaid indemnity in favor of such Director, officer,

or committee member, is limited to such proportion of the total liability as said Unit Owner's undivided interest bears to the total undivided interests of all the Unit Owners in the Common Elements.

ARTICLE VIII

BOOKS AND RECORDS

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

ARTICLE IX

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 the Unit Owners, the Board will 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 90 days following the end of such fiscal year.

ARTICLE X

FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association begins on the first day of January and ends on the thirty-first day of December of every year.

ARTICLE XI
AMENDMENTS

Any modification or amendment of these Bylaws will 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 is 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 Condominiums are located.

EXHIBIT "D"

Unit Information and Designations

Composition

The first eight Units are single story Units located in the building of frame construction and each include two bedrooms, two bathrooms, kitchen, dining room, living room, laundry area, and foyer. Each unit contains approximately 1,100 gross interior square feet.

Unit Designation	Unit Address	Square Footage	Undivided Interest
1	Put in Bay Condominiums Unit 1	1,100	1/8 th
2	Put in Bay Condominiums Unit 2	1,100	1/8 th
3	Put in Bay Condominiums Unit 3	1,100	1/8 th
4	Put in Bay Condominiums Unit 4	1,100	1/8 th
5	Put in Bay Condominiums Unit 5	1,100	1/8 th
6	Put in Bay Condominiums Unit 6	1,100	1/8 th
7	Put in Bay Condominiums Unit 7	1,100	1/8 th
8	Put in Bay Condominiums Unit 8	1,100	1/8 th
TOTALS:		8,800 sq. ft.	100%

EXHIBIT "E"

Drawings

Drawings for first 8 Units are filed in Volume 52 at Pages 5 through 7 of the Ottawa County, Ohio Plat Records.

An overview drawing of showing the location of the property lines for the Condominium Property and the location of the existing building on the Condominium Property is attached.

CONSENT FORM

UNIT NUMBER: 1

UNIT OWNER(S): Put-in-Bay Casas, LLC, an Ohio limited liability company

CONSENT TO TERMINATE AND REMOVE A PORTION OF THE CONDOMINIUM PROPERTY, AMEND AND RESTATE THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR SOUTH SHORE BEACH CONDOMINIUMS, AND TO ACKNOWLEDGE ALTERATION OF SITE LINES TO LAKE ERIE

The undersigned, Unit Owner(s) of the South Shore Beach Condominiums Unit indicated above, hereby consent(s) and agree(s) to:

1) The alteration of the existing Condominium Property (as that term is defined in the Declaration of Condominium Ownership of South Shore Beach Condominiums as recorded in Ottawa County Records Instrument No. 200600166823, Volume 1153, Pages 346 to 398) and the construction of new condominium units, which when completed will be added to and made a part of the Condominium Property, in accordance with the Amended and Restated Declaration for Put in Bay Condominiums (as defined in Item 3 below), and which new condominium units, including the building in which the new units are located, will result in obstructing, in part or in whole, the view and site lines of the undersigned's Unit to and of Lake Erie, which may adversely impact the market value of the undersigned's Unit;

2) REMOVE the portion of the Condominium Property referred to and described as the Additional Property in the Certificate of Removal accompanying this Consent Form from the provisions of Chapter 5311 of the Ohio Revised Code. The undersigned hereby certifies, under oath, that all liens and encumbrances, except taxes and assessments not now due and payable, upon the Owner's ownership interest in the portion of the land being removed from the Condominium Property have been paid, released, modified or discharged;

3) REPLACE the Declaration of Condominium Ownership of South Shore Beach Condominiums, Pages 1 through 33 and the Bylaws of South Shore Beach Condominiums, Pages 1 through 8, as recorded in Ottawa County Records Instrument No. 200600166823, Volume 1153, Pages 346 to 398, in their entirety with the Amended and Restated Declaration of Condominium Ownership of Put In Bay Condominiums Pages 1 through ____, and the Amended and Restated Bylaws for the Put in Bay Condominium Owners' Association, Inc. Pages 1 through ____, as attached hereto and as if fully rewritten herein; and,

02.18.16

VL 1591 PG0922

HARTUNG TITLE ORDER # 50486J

CONSENT FORM

UNIT NUMBERS: 2 and 6

UNIT OWNER(S): Mark Mathys (TTEE), P & M Retirement
Plan, Roth 401k #ZP090408, c/o
Equity Trust Company**CONSENT TO TERMINATE AND REMOVE A PORTION OF THE
CONDOMINIUM PROPERTY, AMEND AND RESTATE THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR
SOUTH SHORE BEACH CONDOMINIUMS, AND TO ACKNOWLEDGE
ALTERATION OF SITE LINES TO LAKE ERIE**

The undersigned, Unit Owner(s) of the South Shore Beach Condominiums Unit indicated above, hereby consent(s) and agree(s) to:

- 1) The alteration of the existing Condominium Property (as that term is defined in the Declaration of Condominium Ownership of South Shore Beach Condominiums as recorded in Ottawa County Records Instrument No. 200600166823, Volume 1153, Pages 346 to 398) and the construction of new condominium units, which when completed will be added to and made a part of the Condominium Property, in accordance with the Amended and Restated Declaration for Put in Bay Condominiums (as defined in Item 3 below), and which new condominium units, including the building in which the new units are located, will result in obstructing, in part or in whole, the view and site lines of the undersigned's Unit to and of Lake Erie, which may adversely impact the market value of the undersigned's Unit;
- 2) **REMOVE** the portion of the Condominium Property referred to and described as the Additional Property in the Certificate of Removal accompanying this Consent Form from the provisions of Chapter 5311 of the Ohio Revised Code. The undersigned hereby certifies, under oath, that all liens and encumbrances, except taxes and assessments not now due and payable, upon the Owner's ownership interest in the portion of the land being removed from the Condominium Property have been paid, released, modified or discharged;
- 3) **REPLACE** the Declaration of Condominium Ownership of South Shore Beach Condominiums, Pages 1 through 33 and the Bylaws of South Shore Beach Condominiums, Pages 1 through 8, as recorded in Ottawa County Records Instrument No. 200600166823, Volume 1153, Pages 346 to 398, in their entirety with the Amended and Restated Declaration of Condominium Ownership of Put In Bay Condominiums Pages 1 through ____, and the Amended and Restated Bylaws for the Put in Bay Condominium Owners' Association, Inc. Pages 1 through ____, as attached hereto and as if fully rewritten herein; and,

CONSENT FORM

UNIT NUMBER: 3

UNIT OWNER(S): Equity Trust Company, Custodian for
Paul M. Jeris IRA**CONSENT TO TERMINATE AND REMOVE A PORTION OF THE
CONDOMINIUM PROPERTY, AMEND AND RESTATE THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR
SOUTH SHORE BEACH CONDOMINIUMS, AND TO ACKNOWLEDGE
ALTERATION OF SITE LINES TO LAKE ERIE**

The undersigned, Unit Owner(s) of the South Shore Beach Condominiums Unit indicated above, hereby consent(s) and agree(s) to:

- 1) The alteration of the existing Condominium Property (as that term is defined in the Declaration of Condominium Ownership of South Shore Beach Condominiums as recorded in Ottawa County Records Instrument No. 200600166823, Volume 1153, Pages 346 to 398) and the construction of new condominium units, which when completed will be added to and made a part of the Condominium Property, in accordance with the Amended and Restated Declaration for Put in Bay Condominiums (as defined in Item 3 below), and which new condominium units, including the building in which the new units are located, will result in obstructing, in part or in whole, the view and site lines of the undersigned's Unit to and of Lake Erie, which may adversely impact the market value of the undersigned's Unit;
- 2) REMOVE the portion of the Condominium Property referred to and described as the Additional Property in the Certificate of Removal accompanying this Consent Form from the provisions of Chapter 5311 of the Ohio Revised Code. The undersigned hereby certifies, under oath, that all liens and encumbrances, except taxes and assessments not now due and payable, upon the Owner's ownership interest in the portion of the land being removed from the Condominium Property have been paid, released, modified or discharged;
- 3) REPLACE the Declaration of Condominium Ownership of South Shore Beach Condominiums, Pages 1 through 33 and the Bylaws of South Shore Beach Condominiums, Pages 1 through 8, as recorded in Ottawa County Records Instrument No. 200600166823, Volume 1153, Pages 346 to 398, in their entirety with the Amended and Restated Declaration of Condominium Ownership of Put In Bay Condominiums Pages 1 through ____, and the Amended and Restated Bylaws for the Put in Bay Condominium Owners' Association, Inc. Pages 1 through ____, as attached hereto and as if fully rewritten herein; and,

02.15.16

50486J
PENDING TITLE ORDER #

(page 6 of 18)

The undersigned further grant(s) a power of attorney-in-fact to the officers of the Put in Bay Condominium Owners' Association, Inc. to execute the Certificate of Removal and all other documents necessary to be filed with the Ottawa County Recorder's records evidencing the consent granted herein.

EQUITY TRUST COMPANY, CUSTODIAN
fbo PAUL M. JERIS IRA


V. R. Cain
By: As custodian only RACHEL CAIN Corporate Alternate Signer 3/3/16
Paul M. Jeris Paul M. Jeris Date
read and approved
03/03/2016 PM

STATE OF OHIO)
COUNTY OF Cuyahoga) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Equity Trust Company, Custodian fbo Paul M. Jeris, IRA, by, if applicable, Rachel Cain ~~CORP ALT SIGNER~~, who acknowledged that she did sign the foregoing instrument and that the same is the free act of them personally and, if applicable, and the free act and deed of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Westlake, Ohio, this 3rd day of March, 2016.

M. Ketcham
NOTARY PUBLIC

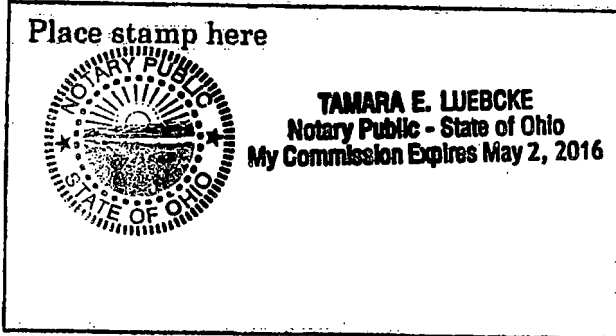
Place stamp here

MONICA KETCHAM
Notary Public, State of Ohio
My Commission Expires
December 25, 2019

STATE OF OHIO)
COUNTY OF Ottawa) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Paul M. Jeris, who acknowledged that he did sign the foregoing instrument and that the same is the free act of him personally and, if applicable, and the free act and deed of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Port Clinton, Ohio, this 7 day of March, 2016.

Tamara E. Luebcke
NOTARY PUBLIC



VL1591 PG0929

CONSENT FORM

UNIT NUMBER: 4

UNIT OWNER(S): Edward R. Fitzgerald, as Trustee of the Revocable Inter Vivos Trust of Edward R. Fitzgerald U/D/T 4/20/1999

CONSENT TO TERMINATE AND REMOVE A PORTION OF THE CONDOMINIUM PROPERTY, AMEND AND RESTATE THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR SOUTH SHORE BEACH CONDOMINIUMS, AND TO ACKNOWLEDGE ALTERATION OF SITE LINES TO LAKE ERIE

The undersigned, Unit Owner(s) of the South Shore Beach Condominiums Unit indicated above, hereby consent(s) and agree(s) to:

1) The alteration of the existing Condominium Property (as that term is defined in the Declaration of Condominium Ownership of South Shore Beach Condominiums as recorded in Ottawa County Records Instrument No. 200600166823, Volume 1153, Pages 346 to 398) and the construction of new condominium units, which when completed will be added to and made a part of the Condominium Property, in accordance with the Amended and Restated Declaration for Put in Bay Condominiums (as defined in Item 3 below), and which new condominium units, including the building in which the new units are located, will result in obstructing, in part or in whole, the view and site lines of the undersigned's Unit to and of Lake Erie, which may adversely impact the market value of the undersigned's Unit;

2) **REMOVE** the portion of the Condominium Property referred to and described as the Additional Property in the Certificate of Removal accompanying this Consent Form from the provisions of Chapter 5311 of the Ohio Revised Code. The undersigned hereby certifies, under oath, that all liens and encumbrances, except taxes and assessments not now due and payable, upon the Owner's ownership interest in the portion of the land being removed from the Condominium Property have been paid, released, modified or discharged;

3) **REPLACE** the Declaration of Condominium Ownership of South Shore Beach Condominiums, Pages 1 through 33 and the Bylaws of South Shore Beach Condominiums, Pages 1 through 8, as recorded in Ottawa County Records Instrument No. 200600166823, Volume 1153, Pages 346 to 398, in their entirety with the Amended and Restated Declaration of Condominium Ownership of Put In Bay Condominiums Pages 1 through ____, and the Amended and Restated Bylaws for the Put in Bay Condominium Owners' Association, Inc. Pages 1 through ____, as attached hereto and as if fully rewritten herein; and,

02.18.16

VL1591 PG0930

PUTTING TITLE ORDER # 50486J

CONSENT FORM

UNIT NUMBER: 5

UNIT OWNER(S): Equity Trust Company, Custodian fbo
James Rogers IRA**CONSENT TO TERMINATE AND REMOVE A PORTION OF THE
CONDOMINIUM PROPERTY, AMEND AND RESTATE THE DECLARATION OF
CONDOMINIUM OWNERSHIP FOR
SOUTH SHORE BEACH CONDOMINIUMS, AND TO ACKNOWLEDGE
ALTERATION OF SITE LINES TO LAKE ERIE**

The undersigned, Unit Owner(s) of the South Shore Beach Condominiums Unit indicated above, hereby consent(s) and agree(s) to:

1) The alteration of the existing Condominium Property (as that term is defined in the Declaration of Condominium Ownership of South Shore Beach Condominiums as recorded in Ottawa County Records Instrument No. 200600166823, Volume 1153, Pages 346 to 398) and the construction of new condominium units, which when completed will be added to and made a part of the Condominium Property, in accordance with the Amended and Restated Declaration for Put in Bay Condominiums (as defined in Item 3 below), and which new condominium units, including the building in which the new units are located, will result in obstructing, in part or in whole, the view and site lines of the undersigned's Unit to and of Lake Erie, which may adversely impact the market value of the undersigned's Unit;

2) REMOVE the portion of the Condominium Property referred to and described as the Additional Property in the Certificate of Removal accompanying this Consent Form from the provisions of Chapter 5311 of the Ohio Revised Code. The undersigned hereby certifies, under oath, that all liens and encumbrances, except taxes and assessments not now due and payable, upon the Owner's ownership interest in the portion of the land being removed from the Condominium Property have been paid, released, modified or discharged;

3) REPLACE the Declaration of Condominium Ownership of South Shore Beach Condominiums, Pages 1 through 33 and the Bylaws of South Shore Beach Condominiums, Pages 1 through 8, as recorded in Ottawa County Records Instrument No. 200600166823, Volume 1153, Pages 346 to 398, in their entirety with the Amended and Restated Declaration of Condominium Ownership of Put In Bay Condominiums Pages 1 through ___, and the Amended and Restated Bylaws for the Put in Bay Condominium Owners' Association, Inc. Pages 1 through ___, as attached hereto and as if fully rewritten herein; and,

The undersigned further grant(s) a power of attorney-in-fact to the officers of the Put in Bay Condominium Owners' Association, Inc. to execute the Certificate of Removal and all other documents necessary to be filed with the Ottawa County Recorder's records evidencing the consent granted herein.

EQUITY TRUST COMPANY, CUSTODIAN
fbo JAMES ROGERS IRA

Rachel Cain
By: AS Custodian only
James Rogers
James Rogers

RACHEL CAIN
Corporate Alternate Signer


3/3/16
Date

STATE OF OHIO)
COUNTY OF Cuyahoga) SS

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Equity Trust Company, Custodian fbo James Rogers, IRA, by, if applicable, ^{Rachel Cain} ~~CORP-ALT-SIGNER~~, who acknowledged that she did sign the foregoing instrument and that the same is the free act of them personally and, if applicable, and the free act and deed of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in Westlake Ohio, this 3rd day of MARCH, 2016.

Monica Ketcham
NOTARY PUBLIC

Place stamp here

MONICA KETCHAM
Notary Public, State of Ohio
My Commission Expires
December 25, 2019

VL1591 PG0933

The undersigned further grant(s) a power of attorney-in-fact to the officers of the Put in Bay Condominium Owners' Association, Inc. to execute the Certificate of Removal and all other documents necessary to be filed with the Ottawa County Recorder's records evidencing the consent granted herein.

EQUITY TRUST COMPANY, CUSTODIAN
fbo JAMES ROGERS IRA

VL1591 P60934

By: _____

_____ Date

James Rogers

James Rogers

STATE OF OHIO)
) SS
COUNTY OF _____)

BEFORE ME, a Notary Public, in and for said County, personally appeared the above named Equity Trust Company, Custodian fbo James Rogers, IRA, by, if applicable, _____, who acknowledged that _____ did sign the foregoing instrument and that the same is the free act of them personally and, if applicable, and the free act and deed of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in _____, Ohio, this _____ day of _____, 2016.

NOTARY PUBLIC

Place stamp here


STATE OF OHIO)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared the above named James Rogers, 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 this 2 day of March, 2016.

By: Lorraine Kamphaus
Notary Public

Insert Notary Seal/Stamp here:



Lorraine Kamphaus
Notary Public, State of Ohio
My Commission Expires 08-22-2017

This instrument prepared by:
KAMAN & CUSIMANO, LLC
Attorneys at Law
50 Public Square
2000 Terminal Tower
Cleveland, Ohio 44113
(216) 696-0650

VL1591 PGO935

CONSENT FORM

UNIT NUMBER: 7

UNIT OWNER(S): Paul Jeris (TTEE), P & M Retirement Plan, Roth 401k #ZP090405, c/o Equity Trust Company

CONSENT TO TERMINATE AND REMOVE A PORTION OF THE CONDOMINIUM PROPERTY, AMEND AND RESTATE THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR SOUTH SHORE BEACH CONDOMINIUMS, AND TO ACKNOWLEDGE ALTERATION OF SITE LINES TO LAKE ERIE

The undersigned, Unit Owner(s) of the South Shore Beach Condominiums Unit indicated above, hereby consent(s) and agree(s) to:

1) The alteration of the existing Condominium Property (as that term is defined in the Declaration of Condominium Ownership of South Shore Beach Condominiums as recorded in Ottawa County Records Instrument No. 200600166823, Volume 1153, Pages 346 to 398) and the construction of new condominium units, which when completed will be added to and made a part of the Condominium Property, in accordance with the Amended and Restated Declaration for Put in Bay Condominiums (as defined in Item 3 below), and which new condominium units, including the building in which the new units are located, will result in obstructing, in part or in whole, the view and site lines of the undersigned's Unit to and of Lake Erie, which may adversely impact the market value of the undersigned's Unit;

2) **REMOVE** the portion of the Condominium Property referred to and described as the Additional Property in the Certificate of Removal accompanying this Consent Form from the provisions of Chapter 5311 of the Ohio Revised Code. The undersigned hereby certifies, under oath, that all liens and encumbrances, except taxes and assessments not now due and payable, upon the Owner's ownership interest in the portion of the land being removed from the Condominium Property have been paid, released, modified or discharged;

3) **REPLACE** the Declaration of Condominium Ownership of South Shore Beach Condominiums, Pages 1 through 33 and the Bylaws of South Shore Beach Condominiums, Pages 1 through 8, as recorded in Ottawa County Records Instrument No. 200600166823, Volume 1153, Pages 346 to 398, in their entirety with the Amended and Restated Declaration of Condominium Ownership of Put In Bay Condominiums Pages 1 through ____, and the Amended and Restated Bylaws for the Put in Bay Condominium Owners' Association, Inc. Pages 1 through ____, as attached hereto and as if fully rewritten herein; and,

02.15.16

VL1591 PG0936

HARTUNG TITLE ORDER # 50486JT

CONSENT FORM

UNIT NUMBER: 8

UNIT OWNER(S): Schmenk Properties, LLC, an Ohio limited liability company

CONSENT TO TERMINATE AND REMOVE A PORTION OF THE CONDOMINIUM PROPERTY, AMEND AND RESTATE THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR SOUTH SHORE BEACH CONDOMINIUMS, AND TO ACKNOWLEDGE ALTERATION OF SITE LINES TO LAKE ERIE

The undersigned, Unit Owner(s) of the South Shore Beach Condominiums Unit indicated above, hereby consent(s) and agree(s) to:

- 1) The alteration of the existing Condominium Property (as that term is defined in the Declaration of Condominium Ownership of South Shore Beach Condominiums as recorded in Ottawa County Records Instrument No. 200600166823, Volume 1153, Pages 346 to 398) and the construction of new condominium units, which when completed will be added to and made a part of the Condominium Property, in accordance with the Amended and Restated Declaration for Put in Bay Condominiums (as defined in Item 3 below), and which new condominium units, including the building in which the new units are located, will result in obstructing, in part or in whole, the view and site lines of the undersigned's Unit to and of Lake Erie, which may adversely impact the market value of the undersigned's Unit;
- 2) **REMOVE** the portion of the Condominium Property referred to and described as the Additional Property in the Certificate of Removal accompanying this Consent Form from the provisions of Chapter 5311 of the Ohio Revised Code. The undersigned hereby certifies, under oath, that all liens and encumbrances, except taxes and assessments not now due and payable, upon the Owner's ownership interest in the portion of the land being removed from the Condominium Property have been paid, released, modified or discharged;
- 3) **REPLACE** the Declaration of Condominium Ownership of South Shore Beach Condominiums, Pages 1 through 33 and the Bylaws of South Shore Beach Condominiums, Pages 1 through 8, as recorded in Ottawa County Records Instrument No. 200600166823, Volume 1153, Pages 346 to 398, in their entirety with the Amended and Restated Declaration of Condominium Ownership of Put In Bay Condominiums Pages 1 through ____, and the Amended and Restated Bylaws for the Put in Bay Condominium Owners' Association, Inc. Pages 1 through ____, as attached hereto and as if fully rewritten herein; and,

02.18.16

VL1591 PG0938

