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TRANSFERRED BY WR #20
IN COMPLIANCE WITH SEC. 319.202 R.C.
LARRY A. KACZALA, AUDITOR
LUCAS COUNTY, OHIO

FIRST AMENDMENT
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE BLUFFS LOT 1 CONDOMINIUM

FEE \$ 15 EXEMPT ✓
ID. 15 PARCEL 31801

Office of the County Auditor
Lucas County, Ohio

I hereby certify that a copy of the First Amendment to Declaration of Condominium Ownership attached to this Certificate, together with the Amended Drawings attached hereto, have been filed in the office of the County Auditor, Lucas County, Ohio.

Larry A. Kaczala
County Auditor

Dated: MAY 25 1994

Office of the County Recorder
Lucas County, Ohio

I hereby certify that a copy of the First Amendment to Declaration of Condominium Ownership attached to this Certificate, together with the Amended Drawings attached thereto, have been received for record this 25 day of May, 1994, at 3:24 P.m. and recorded in Vol. 94-229C10 of the Lucas County Deed Records and Volume 133, pages 75 through 78 of the Book of Plats.

Sue Diney
County Recorder

Dated: MAY 25 1994

THIS INSTRUMENT PREPARED BY:
Jerome R. Parker, Esq.
Gressley, Kaplin & Parker
608 Madison Avenue, Suite 930
Toledo, Ohio 43604

*See microfiche # 94-229C10.
See Vol. 133 Page 75 thru 78 of Plat.*

Midland

94 229C10

**FIRST AMENDMENT
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
THE BLUFFS LOT 1 CONDOMINIUM**

By **DECLARATION OF CONDOMINIUM OWNERSHIP** ("Declaration") dated October 7, 1993, filed for record with the Lucas County, Ohio Recorder on October 12, 1993 and recorded at Microfiche No. 93-0466A01 through 93-0466D05, both inclusive, of the Lucas County, Ohio Deed Records, Mark A. Nowakowski ("Grantor"), submitted certain premises in Lucas County, Ohio ("Condominium Property"), to the provisions of Chapter 5311 of the Ohio Revised Code as condominium property.

The Grantor attached drawings ("Drawings") to the Declaration showing the Condominium Property, the buildings, and other improvements and also including the layout, location, designation of the Units, common areas and facilities, and limited common areas and facilities. The Drawings are certified by a registered surveyor and a registered public engineer. The Drawings are referred to in the Declaration, Sheets 1 and 2, inclusive, and are recorded in Volume 132, at pages 78 and 79, both inclusive, of the Lucas County, Ohio Plat Records.

Attached to the Declaration as Exhibit "B" are the By-Laws ("By-Laws") of The Bluffs Lot 1 Condominium Association.

Article XIX of the Declaration reserves to the Grantor the right to amend the Declaration and the Drawings for the purpose of submitting Additional Property to the provisions of Chapter 5311 of the Ohio Revised Code as Condominium Property.

The Grantor has determined to submit the property that is referred to in Section 4, Article XIX of the Declaration as the "Additional Property", together with the improvements constructed thereon and hereinafter described, to the provisions of the Declaration and to the provisions of Chapter 5311 of the Ohio Revised Code as Condominium Property.

NOW, THEREFORE, GRANTOR, the owner of the Additional Property, hereby declares as follows:

1. All of the terms used in this Amendment which are defined in the Declaration shall have the same meaning in the Amendment as they have in the Declaration, as previously amended. All references herein to the "Declaration" and the "Drawings" shall mean the Declaration and Drawings.

2. Grantor, as the owner of the real property described on Exhibit "A" attached hereto (such real property was formerly the "Additional Property" described in Exhibit "C" to the Declaration), together with the buildings on such real property and all improvements thereon, all easements, rights and appurtenances belonging to the Grantor's interest therein and all articles of personal property existing thereon that are for the common use of the Unit Owners, are hereby submitted to the provisions of Chapter 5311 of the Ohio Revised Code and the provisions of the Declaration, as amended hereby, are hereby included in and made a part of the "Condominium Property" as that term is defined in the Declaration.

3. Exhibits "A" and "C" to the Declaration (legal description of the Condominium Property and Additional Property) are hereby amended to read as set forth on Exhibits "A" and "C" attached hereto.

May 19, 1994
AMEND/CONDO

4. Article IV of the Declaration is hereby amended to read in its entirety as follows:

ARTICLE IV

BUILDING DESCRIPTIONS

"There is presently one (1) residential building (the "Building") containing a total of seven (7) Units in the Condominium. The Building is of conventional frame construction with poured concrete foundation, poured concrete and concrete block basement or lower level walls, a combination brick veneer and wood siding exterior, and an asphalt shingle roof. The Building is located as shown on the Drawings.

5. Section 1 Article V of the Declaration is hereby amended to read in its entirety as follows:

"ARTICLE V

UNITS

"Section 1. Unit Designations. Each of the Units is designated by a number on the Drawings where that Unit is located. The proper Unit designations for the Building are:

Buildings

Unit 2147
Unit 2149
Unit 2151
Unit 2153
Unit 2155
Unit 2157
Unit 2159

"Each of the additional Units, when and if added, shall also be designated by a number on the Drawings."

6. Subparagraph (b) of Section 2 of Article V is hereby amended to read in its entirety as follows:

"(b) Unit Sizes and Locations. The location of each Unit is shown on the Drawings. The approximate area of each Unit interior is as follows:

Square Footage

Unit	Living Space (Including Garage and Basement)
2147	2376
2149	2380
2151	2405
2153	2187
2155	2190
2157	2378
2159	2376

May 19, 1994
AMEND/CONDO

7. Section 3 of Article VI is hereby amended to read in its entirety as follows:

"Section 3. Percentage of Ownership. The percentage interest of each Unit in the Common Areas is as follows:

Unit	Interest in Common Areas
2147	14.28%
2149	14.28%
2151	14.30%
2153	14.28%
2155	14.28%
2157	14.30%
2159	14.28%
	100.00%

8. Except as specifically hereinabove amended, all of the provisions of the Declaration, the By-Laws and the Drawings are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, Mark A. Nowakowski, unmarried, and the Grantor named in the Declaration, has caused this First Amendment to Declaration of Condominium Ownership for The Bluffs Lot 1 Condominium to be executed by its duly authorized officer at Toledo, Ohio, as of the 24th day of May, 1994.

Signed and Acknowledged
in the Presence of:

Kent J. Henrich

Mark A. Nowakowski

Mark A. Nowakowski, unmarried

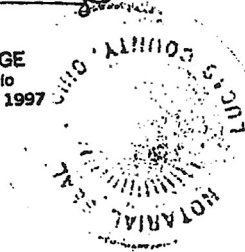
Margaret E. Trowbridge

STATE OF OHIO, COUNTY OF LUCAS, SS:

The foregoing instrument was acknowledged before me this 24th day of May, 1994, by Mark A. Nowakowski, unmarried.

Margaret E. Trowbridge
Notary Public

MARGARET E. TROWBRIDGE
Notary Public — State of Ohio
My Commission Expires June 18, 1997



May 19, 1994
AMEND/CONDO

EXHIBIT "A"

* Beginning at the Northeast corner of Lot 1; thence S-03°22'24"-E along the East lot line of Lot 1 a distance of 120.87 feet to a point of curvature; thence on a curve to the right, being concave to the West, having a radius of 40 feet, a tangent of 22.49 feet, a chord length of 39.20 feet, a central angle of 58°41'14" an arc length of 40.97' to a point of tangency; thence along said east line of Lot 1 S-55°18'50"-W a distance of 48.06' to a point of curvature; thence on a curve to the left being concave to the Southeast having a radius of 130.00 feet a tangent of 16.20 feet a chord length of 32.16 feet a central angle of 14°12'34" an arc length of 32.24 feet to a point on the South line of Lot 1; thence along the South line of Lot 1 S-86°37'36"-W a distance of 191.46 feet to a point; thence N-00°05'20"-E a distance of 200.37' along the West line of Lot 1 to a point on the South. Right-of-way line of Bancroft Street; thence N-86°37'36"-E along said South right-of-way line a distance of 264.82 feet to the point of beginning.

Said parcel of land containing 51,512.6 S.F. of land or 1.183 acres of land more or less. 

*Being Lot 1 of the Bluffs Plat I, a Subdivision in Springfield Township, Lucas County, Ohio, being bounded and described as follows:

May 19, 1994
AMEND/CONDO

EXHIBIT "C"

No Property Remaining.

**THE BLUFFS LOT 1 CONDOMINIUM
AN EXPANDABLE CONDOMINIUM PROJECT**

**Condominium Development Statement
and Information Brochure**

We are pleased to provide to you, a prospective purchaser of a Condominium Unit in The Bluffs Lot 1 Condominium ("The Bluffs" or the "Condominium"), an expandable condominium formed under and in compliance with the provisions of the Ohio Revised Code permitting same, the information contained in this Statement, which is required to be furnished to you under the State of Ohio's Condominium Act, Chapter 5311 of the Revised Code of Ohio.

In order to enable you to better understand the information we are providing to you, you should know that definitions of various of the terms used in this Statement are contained in Chapter 5311 of the Ohio Revised Code of Ohio (the "Condominium Act"), and in the Declaration of the Condominium (the "Declaration"). A copy of the Declaration has been or will be furnished to you. We will also try in this statement, from time to time at appropriate points, to define or clarify various unfamiliar terms, and, for convenience, to use short term references to otherwise lengthy terms, for instance, the "Condominium Act for Chapter 5311 of the Revised Code of Ohio". The headings of the various paragraphs and subparagraphs are not necessarily part of the context but are merely labels to help you locate various items.

A. IDENTIFICATIONS

1. Name and Addresses of the Condominium Units in the Development.

The Bluffs Lot 1 Condominium
2147, 2149, 2151, 2153, 2155, 2157 and 2159
The Bluffs
Toledo, Ohio 43615

2. Name, Address and Telephone Number of Developer (Referred to herein and in other Condominium Instruments as the "Declarant" or the "Developer").

Mark Nowakowski
2000 The Bluffs
Toledo, Ohio 43615

B. GENERAL NARRATIVE DESCRIPTION OF THE DEVELOPMENT

1. Present Units. There are presently under construction four (4) condominium units in the Condominium. With the completion of these units, a total of seven (7) units will be in the Condominium.

2. The Total Number of Units that may be Included in the Development by Reason of Future Expansion of the Development. The total number of units in the Condominium once it is fully expanded will not exceed seven (7) units and there is no provision for further expansion or merger of the development beyond said seven (7) units.

3. The seven (7) units which now make up the Condominium are contained in one (1) building made principally of brick and cedar siding with other customary building products and appliances. The existing seven (7) units are all shown and depicted on the site plan, layouts and floor plans attached hereto as Exhibits "A-1 through A-4".

4. The types and initial asking prices of the unsold units with the percentage interest in the common areas and facilities appurtenant to each are set forth in the accompanying price schedule attached hereto as Exhibit "B". The owner of a unit obtains either a fee-simple interest

or land contract for fee simple interest to the unit, which includes an undivided interest in the common areas and facilities to the extent of the percentages shown on Exhibit "B".

5. Zoning for the development is R-3 (Section 13) (Township of Springfield Zoning Resolution) with the condominium units as a permitted use under current zoning. The Developer is not aware of the existence of any site plan or any other governmental approvals which have not already been obtained or of any formal notices of failure to comply with any other federal, state or local statutes or regulations affecting the development.

The R-Value of the insulation installed in the family units is as follows: walls, R-13; ceilings, R-30; blown, R-19 batted (house), R-11 crawl space and basement walls.

6. No financing is offered by or through the Developer.

7. A description of the Developer's warranties for structural elements and mechanical or other systems of the units and the common areas and facilities are set forth on Exhibit "C" attached hereto.

8. Attached hereto and incorporated herein by reference, marked Exhibit "D", is a two-year projection, revised and updated in the last six (6) months, of annual expenditures necessary to operate and maintain the common areas and facilities of the development. Please note that as a projection, it was only the Developer's best estimate of expenses and is therefore not a guarantee as to the actual costs.

Attached hereto as Exhibit "E" is the Developer's best estimates as to the amount of real estate taxes and assessments likely to be assessed against each unit as well as the average monthly utility costs to each unit for electricity and natural gas. Also included in Exhibit "E" is a statement explaining insurance coverage on the Condominium property.

9. Pursuant to the Condominium Declaration and Bylaws, there are certain events which when they occur will result in the The Bluffs Lot 1 Condominium Association (hereinafter the "Association"), effectively taking over control of the management of the Condominium property. These are as follows:

C. ORGANIZATION AND CONTROL OF ASSOCIATION OF UNIT OWNERS.

- (i) The Association was formed as an unincorporated association on or about October 11, 1993 upon and with the filing of all necessary corporate papers.

No later than the time that condominium ownership interests to which 25 percent of the undivided interest in the common areas and facilities have been sold by the Developer, the Association shall meet and the unit owners, other than the Developer, shall elect not less than 25 percent of the members of the Board of Managers (hereinafter "Board"). Not later than the time that Condominium ownership interest to which 50 percent of the undivided interest in the common areas and facilities have been sold by the Developer, the Association shall again meet and elect not less than 33 1/3 percent of the members of the Board.

- (ii) Except as stated in (i) above, the Developer shall have the right to appoint and name members of the Board and to exercise the power and responsibilities of the Board until the earlier of:

- (1) Thirty (30) days after the sale of units to which 75 percent of the common areas and facilities appertain, or
- (2) Three (3) years after the Association is established, or
- (3) When the Developer notifies the unit owners in writing that it is terminating its exercise of control.

- (iii) At such time as there is one (1) unit owner, other than the Developer, the Declaration shall not be amended to increase the scope or period of control by the Developer.
- (iv) Within thirty (30) days after the expiration of time when the Developer exercises powers under paragraph (ii) above, the unit owners shall meet and elect all members of the Board and all officers of the Association who shall take office upon election.

D. VOTING RIGHTS.

Each unit owner shall have the right to exercise that percentage of total voting power of all unit owners on any question for which the vote of unit owners is permitted or required that is equivalent to the percentage interest in the common areas and facilities appurtenant to his unit.

E. UNIT OWNERS' ASSOCIATION CONTRACTUAL RIGHTS AND RESPONSIBILITIES.

The Association, through its duly elected Board, has the right and responsibility to administer to the Condominium property for all purposes, including the right to enter into contracts with others to furnish materials, supplies, goods and services, as well as the right to contract for furnishing of management services and pay compensation therefore. As indicated above, the Developer is now managing the project itself. To date, there is no formal written agreement covering same. In the event such an agreement is entered into, the Developer will provide each unit purchaser with a copy of said agreement. Any such management agreement shall, by its own terms and conditions, terminate no later than one (1) year from the date the Developer is required to terminate its control of the Association.

F. BINDING AFFECT OF CONDOMINIUM DOCUMENTS.

1. The purchaser is hereby advised that the Condominium Declaration, Bylaws, Rules and Regulations and other Condominium documents executed or delivered in connection with the purchase of a unit are binding legal documents. The documents may be amended as follows:

- (i) **Declaration.** When an instrument shall have been duly executed by the unit owners entitled to exercise at least 75 percent of the voting power of the Association when executed with the same formalities as the Declaration with an affidavit by the President or Treasurer of the Association that a copy of the amendments have been mailed by certified mail to all unit owners and mortgagees and properly recorded pursuant to the laws of the State of Ohio. Any amendment shall not be binding upon any record mortgagees unless they have consented to the amendment.
- (ii) **Bylaws.** Amendment by the same process as described for the Declaration.
- (iii) **Rules and Regulations.** The Association, by vote of the members entitled to exercise a majority of the voting power of the Association, may adopt such reasonable rules and regulations and from time to time amend same.
- (iv) **Purchase Contract.** By mutual agreement of the purchaser and Developer with the changes to be in writing.

2. AS A PURCHASER, YOU HAVE THE RIGHT TO REVIEW THE CONDOMINIUM INSTRUMENTS, TO VOID THE CONTRACT AND RECEIVE A REFUND OF YOUR DEPOSIT MONIES UNDER CERTAIN CONDITIONS. READ EXHIBIT "F" ATTACHED HERETO VERY CAREFULLY--IT SETS FORTH THESE IMPORTANT RIGHTS.

3. At present there is no established separate reserve fund to finance the cost of any expected repairs or restoration of the common areas and facilities. However, the Condominium documents do suggest a first and second year reserve of \$50 per unit (Exhibit "D" hereto).

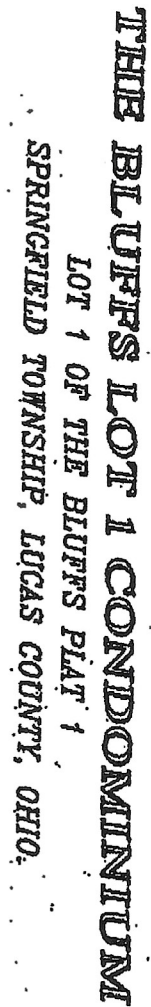
4. There are a number of recorded easements and restrictions affecting the Development. All of such easements, restrictions, and in addition a certain mortgage against the property, will be set forth in the evidence of title required to be delivered to each purchaser under the standard Purchase Contract by and between said purchaser and the Developer. However, the Developer represents and warrants that the existence of said easements, restrictions, and/or mortgages does not render the title to the units unmarketable. Therefore, the Developer believes that there are no significant terms of any of the above which need to be disclosed to the purchaser at this time.

5. The Condominium documents which govern the use and ownership of any of the units place certain restrictions on the ability of a purchaser to lease any unit in the Condominium, but do not otherwise place restraints on the free alienability of all or any part of the Condominium development. Basically, a purchaser is free to lease any unit provided (i) the lease is for more than one hundred eighty (180) days and (ii) the lease incorporates the provisions of the recorded Declaration for The Bluffs Lot 1 Condominium and the Bylaws and Regulations of the Association.

6. The Declaration regulates the keeping of all animals, pets, etc., so as to prohibit same from becoming a nuisance to other unit owners. There is no present litigation involving the Condominium development. The Addendum which is customarily attached to a Purchase Contract by and between the Developer and any purchaser sets forth the requirements for and the conditions governing any escrow deposit made by any purchaser under said Contract.

IF YOU HAVE ANY QUESTIONS AFTER READING THIS DISCLOSURE STATEMENT, PLEASE DO NOT HESITATE CONTACTING MARK A. NOWAKOWSKI at (Home: 841-3050 or Work: 843-2222)


Mark A. Nowakowski
Dated: May 19, 1994

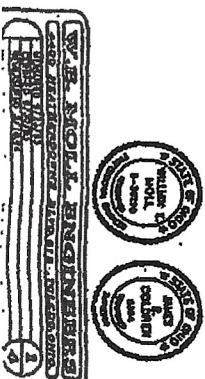


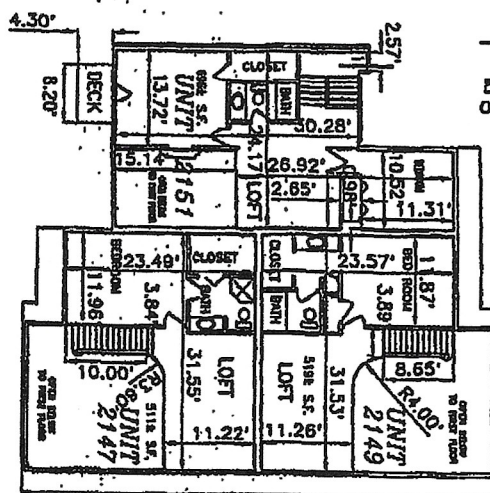
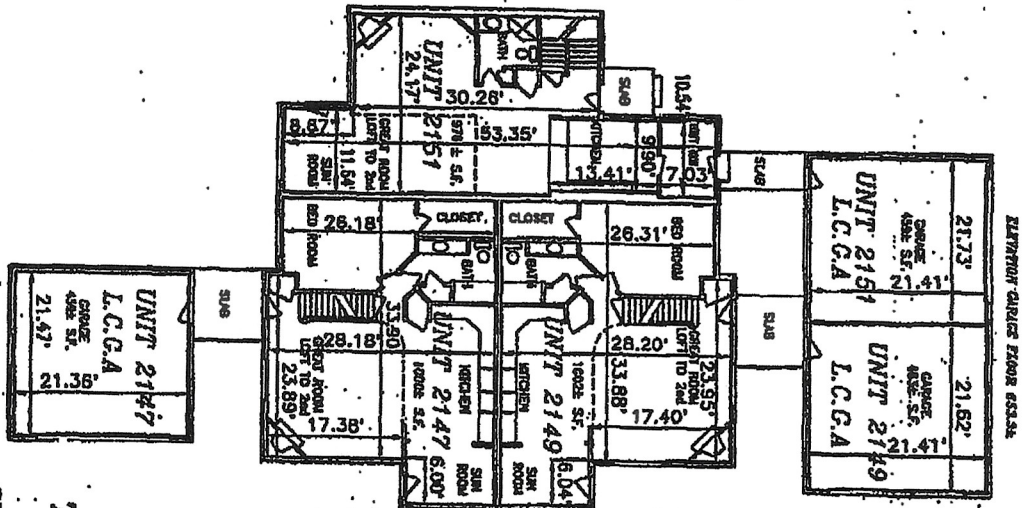
BEGINNING AT THE NORTHEAST CORNER OF LOT 1;
 THENCE S-03°22'24" E ALONG THE EAST
 LOT LINE OF LOT 1 A DISTANCE OF 120.67 FEET
 TO A POINT OF CURVATURE; THENCE ON A CURVE
 TO THE RIGHT, BEING CONVICKE TO A CURVE
 HAVING A RADIUS OF 40 FEET, A TANGENT OF
 35.5816 FEET, A CENTRAL ANGLE OF 35.20 DEGREES,
 A CHORD OF 40.97 FEET TO A POINT OF TANGENCY;
 THENCE ALONG SAID EAST LINE OF LOT 1
 S-55°16'57" W A DISTANCE OF 48.86 FEET
 TO A POINT OF CURVATURE; THENCE ON A CURVE
 TO THE LEFT, BEING CONVICKE TO THE SOUTHEAST
 HAVING A RADIUS OF 120.00 FEET A TANGENT OF
 16.20 FEET A CHORD LENGTH OF 32.16 FEET
 A CENTRAL ANGLE OF 1°41'23" AN ARC
 LENGTH OF 32.20 FEET TO A POINT ON THE
 SOUTH LINE OF LOT 1; THENCE ALONG THE
 SOUTH LINE OF LOT 1 S-07°05'20" W A
 DISTANCE OF 194.48 FEET TO A POINT ON
 THE WEST LINE OF LOT 1; THENCE ALONG THE
 WEST LINE OF LOT 1 TO A POINT ON THE SOUTH
 RIGHT-OF-WAY LINE OF BANCROFT STREET;
 THENCE N-86°37'26" E ALONG SAID SOUTH
 RIGHT-OF-WAY LINE A DISTANCE OF 264.83 FEET
 TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 61,512.25 S.F.
 OR LESS OR 1,163 ACRES OF LAND MORE OR
 LESS.

CERTIFICATION:
WE HEREBY CERTIFY THAT ON SEPTEMBER 23,
1993, AND AGAIN ON MAY 10, 1994
WE SURVEYED THE BUILDING SHOWN
HEREON. THE DIMENSIONS SHOWN REPRESENT
THE BUILDING AS CONSTRUCTED. EASEMENTS
SHOWN ARE AS PREPARED FROM TITLE REPORT
BY LAND AND TITLE SECURITY INC. DATED 9/7/83.
TUDOR EMBSON AND THE EASEMENTS ARE AS
FURNISHED BY THE OWNER.

W.H. 5-11-54
WILLIAM E. MOLL P.E. #36290
William E. Moll 5-11-54
JAMES R. COLDREN P.S.#5384

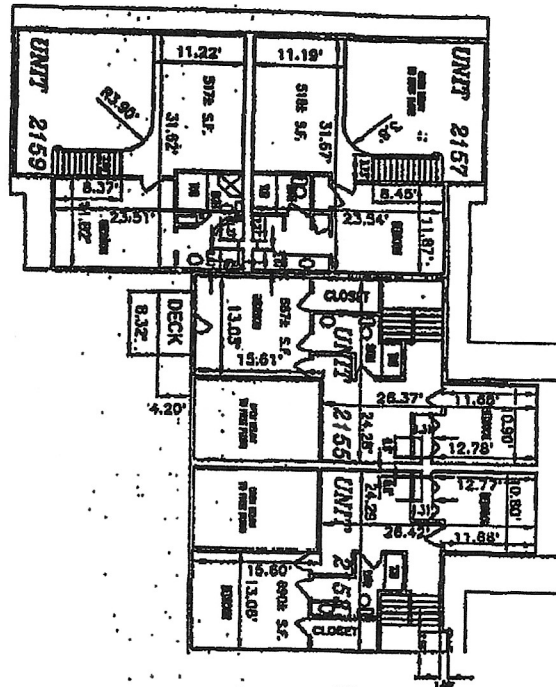




THE BLUFFS LOT 1 CONDOMINIUM
LOT 1 OF THE BLUFFS
SPRINGFIELD TOWNSHIP, LUCAS COUNTY, OHIO.





UNIT 2151
ADJACENT

ELEVATION SECOND FLOOR \$63.6±

SECOND FLOOR PLAN

**THE BLUFFS LOT 1 CONDOMINIUM
LOT 1 OF THE BLUFFS
SPRINGFIELD TOWNSHIP, LUCAS COUNTY, OHIO.**



EXHIBIT "B"Initial Asking Price Schedule

<u>Family Units</u>	<u>Type Unit</u>	<u>Percentage of Ownership Interest in Common Areas</u>	<u>Price</u>
215	2 Bedrooms	14.28 percent	\$128,700

6600
RECEIVED & RECORDEDMAY 25 1994
SUE RIOUX
RECORDER, LUCAS COUNTY, OHIO
324
prc