



Harbor Island Association



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With Amendment

BY-LAWS OF
HARBOR ISLAND ASSOCIATION, INC.

ARTICLE I: GENERAL INFORMATION

Section 1: Name

The name of this corporation is Harbor Island Association, Inc., which shall be referred to herein as the "Association."

Section 2: Principal Office

The principal office of the Association shall be in Ottawa County, Ohio, at such specific location as designated by the Board of Trustees.

Section 3: Fiscal Year

The fiscal year of the Association shall be May 1 to April 30, annually.

ARTICLE II: PURPOSES AND POWERS

Section 1: Purposes

The purpose for which the Association is formed is to organize and operate a nonprofit civic organization according to United States Internal Revenue Law. It shall be organized and operated exclusively for the promotion of the common benefit and social welfare of all owners, residents, and users of property in the geographical area known as Harbor Island, containing lots 1 through 59, an island in West Harbor, located in Catawba Township, Ottawa County, Ohio, and referred to herein as the "Subdivision."

In pursuance of such purposes, the Association may:

a. To do all things proper, necessary, and advisable to develop and foster Harbor Island as a pleasant and desirable residential area including, without limiting the generality of the foregoing, lots one through fifty as shown on the plats thereof filed with the Recorder of Deeds for Ottawa County and any other residential subdivision created out of "Reserve A" shown on said plats, as may be plated and filed with the Recorder of Deeds for Ottawa County, the duly filed and recorded Declaration of Covenants and Restrictions of which provides for membership in the Association and which said Declarations contain provisions satisfactory to the Board of Trustees of the Association, all of which are referred to herein as Subdivision.

b. To provide a means whereby the access roads, streets, water house, water distribution system, water ways, utilities, common lot and facilities, and any other facilities of the Subdivision may be operated, maintained, repaired, and replaced.

c. To provide a means for the creation and enforcement of all regulations necessary to the governing of the use and enjoyment of the Subdivision.

d. To assume and discharge all the rights, privileges, duties, responsibilities, obligations, and assessing authority provided for in the Declarations of Restrictions for the Subdivisions of Harbor Island and these By-Laws.

Section 2: Powers

The Association shall have power to do whatever is necessary, conducive, incidental, or advisable

to accomplish and promote its purposes, and shall have the following powers:

- a. To acquire real or personal property by gift, purchase, or other means.
- b. To own, hold, enjoy, lease, operate, maintain, convey, sell, assign, transfer, mortgage or otherwise encumber, or dedicate for public use, any real or personal property owned by it.
- c. To exercise the powers and functions granted to it in the recorded Declarations of Restrictions, Agreements, and/or Deeds offering property in the Subdivisions of Harbor Island.
- d. To care for vacant, unimproved, or unkept lots and assess the lot owner for all costs.
- e. To maintain, rebuild, repair, beautify, and otherwise care for all property owned by the Association.
- f. To pay taxes and assessments on all property owned by the Association.
- g. To enforce charges, easements, restrictions, covenants, conditions, and agreements existing upon or created for the benefit of the real property in the Subdivisions of Harbor Island.
- h. To appoint such committees as may be necessary to discharge any of its obligations or powers.
- i. To levy an annual charge upon its members and to file a lien against unpaid charges,
- j. To prescribe and enforce motor vehicle speed limits within the Subdivision.
- k. To borrow money, contract debts, and issue bonds, notes, and debentures, and to expend its moneys for the payment and discharge of all proper costs, expenses, and obligations incurred in carrying out all or any of these powers.
- l. To contract for and pay any premiums for fire, flood, casualty, liability, and other insurance, including indemnity and other bonds.
- m. To contract and pay for maintenance, the operation of any water facilities, gardening, utilities, materials, supplies, and services relating to Association property, and to employ personnel necessary for the administration of its affairs including legal counsel and accountants.

ARTICLE III: MEMBERSHIP

Section 1: Members

Any owner or fractional owner of lots 1 through 59 in the Subdivision is a member of the Association. Only members shall be entitled to vote in the affairs of the Association. For lots 1 through 50, and lots 58 and 59, one vote shall be allowed per lot. For lots 51 through 57, the condominium units, one vote shall be allowed per unit for a total of two votes per lot.

Section 2: Privileges

Members, owners, residents, and users shall have the use of all Association property, but must follow all rules and regulations of the Association and Subdivision. Owners will be responsible for the conduct of their guests.

Members shall be entitled to exercise all of the rights and privileges of membership, and shall be subject to all of the obligations and liabilities thereof.

ARTICLE IV: MEETINGS OF MEMBERS

Section 1: Places of Meetings

Any meetings of the members of the Association shall be held in Ottawa County, Ohio, at the place stated in the notice for the meeting.

Section 2: Annual Meeting

The annual meeting of the members of the Association, for the election of Trustees and for the transaction of such other business as may properly come before the meeting, shall be held on the third Saturday in May at a time and place determined by the Board of Trustees.

Written notice of the annual meeting shall be mailed to each member entitled to vote not less than ten (10) days but not more than thirty (30) days before the meeting. The written notice shall specify the place, the date, and the time of the meeting, and also state the general nature of the business to be considered or acted upon at the meeting. A form for a proxy shall be provided with the notice.

Section 3: Special Meetings

Special meetings of the members for any purpose or purposes whatsoever may be called at any time by the President, or by a majority of the Board of Trustees, or by one or more members holding not less than 33 1/3 percent of the votes of the entire membership of the Association. Notice of such special meetings shall be given in the same manner as for annual meetings of members.

Section 4: Quorum

The presence at any meeting, in person or by proxy, of at least twenty-seven (27) members entitled to vote shall constitute a quorum for the transaction of business.

If any meeting, annual or special, cannot be held for lack of a quorum, the members present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be reduced to the presence, in person or by proxy, of seventeen (17) members entitled to vote.

Section 5: Voting

Except as otherwise provided by law, only members in good standing shall be entitled to vote at any meeting of the Association. A member in good standing has no assessments, liens, or other obligations past due to the Association. Voting may be verbal or by written ballot.

Section 6: Proxies

Each member entitled to vote shall have the right to do so either in person or by an agent authorized by a written proxy that is filed with the Secretary of the Association. The written proxy must state the date of the meeting for which it is valid. No member may represent more than three (3) proxies.

ARTICLE V: TRUSTEES

Section 1: Powers

All corporate powers and the business affairs of the Association shall be controlled by the Board of Trustees. The Trustees shall have the following powers:

a. To select and remove all agents and employees of the Association and prescribe such powers and duties for them consistent with law and these By-Laws.

b. To conduct, manage, and control the affairs and business of the Association consistent with law and these By-Laws.

c. To change the principal office for the transaction of the business of the Association from one location to another within Ottawa County, and to designate the place for holding any meetings of members of the Association.

d. To take such steps as may be necessary to implement any of the powers of the Association as provided in Article II, Section 2, of these By-Laws.

e. To appoint an executive committee and other committees, and to delegate to such executive committee any of the powers and authority of the Board in the management of the business and affairs of the Association, except the power to adopt, amend, or repeal these By-Laws.

Section 2: Number, Qualification, and Compensation

The authorized number of Trustees of the Association shall be five. Trustees must be members in good standing and shall serve without compensation, but may be reimbursed for expenses incurred in the performance of their duties.

Section 3: Election and Term of Office

The election of Trustees shall be at the annual meeting of members of the Association. Four (4) Trustees shall serve for a term of two (2) years, and the terms will be alternated so that the terms of two (2) Trustees will expire annually. One (1) Trustee will serve for a term of one (1) year and this term will expire annually.

Trustees will hold office for the periods fixed by these By-Laws or until their successors are elected.

Section 4: Vacancies

The Board of Trustees shall have the power to fill any vacancy in any office occurring for any reason whatsoever.

Section 5: Meetings of the Board of Trustees

Meetings of the Board of Trustees may be called by the President or by any two (2) Trustees at any time for any purpose.

Section 6: Quorum

A majority of the authorized number of Trustees shall be necessary to constitute a quorum for the transaction of business. Every act performed or decision made by a majority of the Trustees at a meeting at which a quorum is present, shall be regarded as the act of the Board of Trustees unless a greater number be required by law or these By-Laws.

ARTICLE VI: OFFICERS

Section 1: General

The officers of the Association shall be a President, Vice President, Secretary, and a Treasurer, and each of them shall be elected by the Board of Trustees. Other officers, such as assistant Secretaries, may be appointed by the Board of Trustees. One person may hold two (2) or more offices, except for the President. Officers must be members in good standing and shall serve without compensation, but may be reimbursed for expenses incurred in the performance of their duties.

Each officer shall hold office until he/she resigns, is removed or otherwise disqualified to serve, or his/her successor is elected. Officers may be appointed at any time by the Board of Trustees for the purpose of filling a newly-created or vacant office.

Section 2: Removal and Resignation

Any officer may be removed by a majority vote of the Board of Trustees at any regular or special meeting of the Board of Trustees.

Any officer may resign at any time by giving written notice to the Board of Trustees, the President, or the Secretary of the Association. Any such resignation shall take effect on the date of the receipt of such notice or on any date specified in the notice.

Section 3: Vacancies

The Board of Trustees shall have the power to fill any vacancy in any office occurring for any reason whatsoever.

Section 4: President

The President shall be the chief executive office of the Association and shall, subject to the control of the Board of Trustees, have general supervision, direction, and control of the business and officers of the Association. He/she shall be an ex-officio member of all the standing committees, and shall have the general powers and duties of management usually vested in the office of President of a corporation, and such other powers and duties as may be prescribed by the Board of Trustees or these By-Laws.

Section 5: Vice President

In the absence or disability of the President, the Vice President shall perform all the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall have such other powers and perform such other duties as may be prescribed for him/her by the Board of Trustees, the President, or these By-Laws.

Section 6: Secretary

The Secretary shall keep minutes of all the meetings of the Members and the Board of Trustees and make a proper record of the same which shall be attested by him/her, and generally shall perform such duties as may be required by the President or Board of Trustees, which shall include maintaining a list of all members and sending notices of general and special meetings to both members and the Board of Trustees.

Section 7: Treasurer

The Treasurer shall keep and maintain adequate and correct accounts of the properties and business transactions of the Association, including accounts of its assets, liabilities, receipts, disbursements, and gains or losses. The books of account shall be open at all times to inspection by the Board of Trustees.

The Treasurer shall deposit all moneys and other valuables in the name of and to the credit of the Association with such depositaries as may be designated by the Board of Trustees. He/she shall disburse the funds of the Association as may be ordered by the Board of Trustees, shall render to the President and Trustees, whenever they request it, an account of all the transactions and of the financial condition of the Association, and shall have such other powers and perform such other duties as may be prescribed by the Board of Trustees, the President, or these By-Laws.

The Treasurer or any other person authorized to disburse funds shall provide himself/herself with a bond in an amount which the Board of Trustees deem to be sufficient, the cost of which shall be paid by the Association.

The records, books, and accounts of the Treasurer shall be audited at least once in every twelve

(12) month period by a qualified person or persons appointed for that purpose by the Board of Trustees.

ARTICLE VII: ANNUAL ASSESSMENT

Section 1: General

Prior to May 1st of each year, the Board of Trustees shall consider the current financial status and the current and future needs of the Association and, in light of those needs, shall fix by resolution the amount of the annual assessment to be levied against each lot in the Subdivision, which amount shall be a debt of the lot owner at the time such charge is made.

Section 2: Amount

The annual assessment to be so levied shall not be less than One Hundred Dollars (\$100) nor more than Three Hundred Dollars (\$300) per lot, excluding any special assessment referred to below.

Section 3: Notice

The Secretary shall mail to each member, at such member's record address, written notice of each annual assessment and each special assessment by May 15th of each year. The assessments will become due and payable by July 1st of each year, and shall be deemed to be in arrears if not paid by this date.

Section 4: Special Assessments

The Board of Trustees may also levy special assessments at any time to finance or retire debt related to Subdivision projects specifically and directly benefiting particular lots such as for water lines, the replacement or repaying of roads, the purchase of standby or replacement parts for the water plant, and similar purposes. Such special assessments shall include the amount assessed against each lot, due date of payments, and interest and/or penalties for non-payments.

Section 5: Lien

The amount of such annual and special assessments, if not paid when due, plus any other charges such as interest and costs of collection (including Attorney's fees), if any, shall constitute and become a lien on the lot so assessed. The Board of Trustees will cause a lien to be placed on the delinquent lot according to the Laws of Ottawa County and the State of Ohio.

Upon full payment of the assessments and charges, the Board of Trustees will cause the lien to be released according to the Laws of Ottawa County and the State of Ohio.

If the lien is not satisfied within two years, the Board of Trustees, by a majority vote, may elect to take further legal action as permitted by the Laws of the State of Ohio.

ARTICLE VIII: MISCELLANEOUS

Section 1: Inspection of Records

Any member may file a written request to inspect any records, minutes, and/or accounts of the Association at any reasonable time and for a reasonable purpose.

Section 2: Annual Accounting

An annual report and account, including a statement of income and disbursements, shall be sent to the members on or before the date of the annual meeting by the Board of Trustees.

Section 3: Limitation of Powers

Except in dire emergency, the Association shall not incur debt in excess of Three Thousand Dollars (\$3,000) per year or a total of Six Thousand Dollars (\$6,000) at any one time, without the prior affirmative

vote or written consent of a majority of the total members.

Section 4: Distribution of By-Laws

A copy of these By-Laws and all Amendments shall be given to all members of the Association. The Board of Trustees shall appoint an individual or committee to keep a copy of the original By-Laws and maintain and distribute current updated copies of these By-Laws and/or Amendments as needed.

ARTICLE IX: AMENDMENTS

These By-Laws may be amended or repealed and new By-Laws adopted by the affirmative vote of a majority of the total members of the Association, in person or by proxy, at an annual or special meeting of members.

Revised 6/95

HARBOR ISLAND RULES AND REGULATIONS

Harbor Island is a beautiful place to live. If all residents work together, we can maintain the island. For this reason, the trustees have developed this list of rules and regulations. The regulations are based on deed restrictions and/or the votes of a majority of the members of Harbor Island Association.

New Construction or Remodeling of Homes, Decks, Dock Walks

Harbor Island Deed Restrictions require that any resident submit two copies of plans and specifications to the trustees prior to beginning any construction or remodeling. The plans must be approved by the trustees and must meet the deed restrictions for your property. Please remember to submit your plans before any construction or remodeling.

Rental of Property

Deed restrictions prohibit short-term rentals (weekly, monthly) of homes on Harbor Island. Homes are to be used for residential purposes only - no business or commercial use is allowed.

Dumpster

The dumpster is for household trash only. Please do not put furniture, appliances, construction materials, or yard waste (grass, flowers, bushes, tree branches) in the dumpster. Please crush all empty boxes before putting them in the dumpster. Because the dumpsters get very full on summer weekends, permanent residents are asked to wait until Monday morning after the pick-up to take their trash to the dumpster if at all possible.

Grass Clippings and Brush

— *Please do not put grass clippings, flowers, branches, or brush in the dumpster. If you have a pile of branches or brush, make arrangements for a free pick-up of the material by Catawba Township. Simply call the township at 797-2460 and put the pile of brush near the street in front of your house. Brush is picked up on the first and third Wednesday of every month. The disposal of any grass clippings or yard waste is your responsibility. Do not dispose of anywhere on Harbor Island or the State of Ohio property.*

Beach and Common Areas

These areas are for the enjoyment of all residents. Help us keep them neat and clean. Please do not leave any trash or refuse in these areas. Clean up after your dog. Children must be accompanied by an adult. No excessive noise after 10:00 PM.

Water Channels

Please do not throw grass clippings, leaves, trash, or fish cleanings in the channel areas. Residents are asked to maintain their own docks. Channels are sprayed yearly to prevent growth of algae. A sign will be posted by the gate when spraying occurs. The following restrictions must be observed after the channels are sprayed:

- 1. Swimming and fishing: no restrictions*
- 2. Irrigation of flowers/shrubs: wait 7 days after spraying*
- 3. Irrigation of lawns: wait at least 4 days, 7 is preferred*
- 4. Animal watering: wait 7 days after spraying*
- 5. Human consumption: wait 14 days (we do not recommend drinking this water at any time!)*

Gate

A new code for the gate will be given to residents every spring. Please try to keep the code as confidential as possible. Trustees will notify the newspapers, Fed-Ex, UPS, water and sewer department, electric/gas meter readers, and post office of the code. Residents must notify their own friends, relatives, special delivery people, or anyone they employ. A special emergency receiver has been installed in the gate. The police, fire, and emergency rescue people have special remotes that activate the emergency receiver to open the gate. There is NO emergency gate code such as 0911. Residents may purchase remote controls for the gate for \$40 from Margie Marcinko (419)797-6147.

Dogs

Please make every attempt to prevent your dog from infringing on the rights of other residents. Loud barking, dogs running loose, and dog waste in the common areas are irritating to everyone. Please keep your dog on a leash at all times. Clean up after your dog.

Boat and Trailer Storage

Storage of boats and trailers in driveways or on the land lot is prohibited from Memorial Day to Labor Day. The Bakers at Foxhaven Marina will allow Harbor Island residents to store boats outside during the winter at no cost (please check each year).

Boat Ramp

The boat ramp is for the convenience of residents only. Please do not tell other people that they can launch their boats or jet skis on Harbor Island.

Jet Ski/Wave Runner Docks

Only two types of docks are allowed for jet skis/wave runners: Post and winch swivel-lift structures (similar in design to the Follansbee Mister Lifter) or floating docks. The post and winch swivel-lift structures may be erected along the boat channel bulkheads provided the lift structure is first approved by the Harbor Island Association Board of Trustees. Jet ski floating docks must meet the following restrictions:

1. Must be a manufactured dock - no homemade dock - and kept in clean and presentable condition
2. Must extend no further than 12 feet 6 inches into the channel (measured from the face of the seawall)
3. No more than two docks permitted per lot and nor more than two water craft per dock
4. Reflective tape must be affixed to the sides and rear of the dock

Golf Carts and Motor Bikes

All golf carts and motor bikes must have a Harbor Island sticker on the front by the driver. This allows us to ask non-residents to leave the island. Please monitor your children and grandchildren when they drive golf carts or motor bikes.

Legally, no one is permitted to drive a golf cart or motor bike without a driver's license. Children have been observed riding the carts on dock walks, using excessive speed, "drag racing" with another cart, pulling roller bladders, and jumping on and off of the carts while they are in motion. Serious injuries can occur. Also, please ask children and grandchildren not to go in and out of the gate. This is causing excessive wear and tear on the gate.

Annual Assessment

Harbor Island Association has an annual assessment of \$300.00 that is due on June 30th. A bill is sent to each resident with the notice of the annual meeting in late April or early May. The assessment covers the cost of emptying the dumpsters, snowplowing, mowing of common areas, maintenance of the roads and gates, spraying of the channels, and other association expenses. Please pay your assessment promptly. Any assessments not paid in full by June 30th will have a \$20.00 late fee added in addition to interest of 1 1/2% per month. The fee for the residents of Waterford Way is due on May 1st.

Roster

A roster of Harbor Island Residents is updated each year. If you have a change of address or telephone number, please notify one of the board members. Please make sure that information is current so trustees or a neighbor are able to notify you if something happens to your home while you are away.

Harbor Island Rubbish Dumpster Rules and Regulations for Use

The Harbor Island Association contracts with B.F.I. Company to furnish two six-yard dumpsters and to empty them twice a week in our "season." This service is paid for from the annual dues that we all pay. This service allows us to dispose of our rubbish without large trucks going door-to-door, thus easing the wear and tear on our roads, eliminating rubbish set out in front of homes, and making home owners contract individually for rubbish removal. However, we have had many home owners abusing this service. To help everyone understand the use of this service, the Trustees have voted to send these regulations to each home owner. We hope this will clear up any misconceptions regarding the use of the dumpsters.

1. The dumpsters are emptied on Monday and Friday mornings.
2. The dumpsters are for rubbish only!! B.F.I, must sort out all yard waste, bicycles, hot water heaters, dock boxes, construction materials, and other items that do not belong in the dumpsters or in B.F.I.s landfill. B.F.I, can and will charge us up to \$500.00 per container to sort rubbish.
3. PLEASE use common sense and do NOT try to dispose of anything other than household rubbish in the dumpsters.
4. If you have tree limbs, brush, etc., please call Catawba Township at 419-797-2460 or 419-797-4131 and they will pick up and mulch these materials. Leave the brush, tree limbs, etc. at the end of your driveway so they can be seen.
5. All building materials, water heaters, bicycles, old grills, dock boxes, and similar items are your responsibility to dispose of. I am attempting to find a service or place that residents can use to discard these items. Any help would be appreciated.
6. DO NOT USE THE DUMPSTERS FOR YARD WASTE. ALL GRASS CLIPPINGS AND YARD WASTE MUST BE DISPOSED OF AT THE TOWNSHIP DISPOSAL SITE ON CEMETERY ROAD. DO NOT SCATTER OR DUMP ANY GRASS OR YARD WASTE ON HARBOR ISLAND. This includes along the roadway, and in the tall grass. If you abuse this policy you will be responsible for the cost of clean up. All commercial landscapers that mow or do yard work on Harbor Island are to take all waste with them. I will ask any landscapers to leave Harbor Island if they abuse this policy.
7. Full-time residents can help by disposing of their rubbish after the Monday pickup.
8. Condensing rubbish as much as possible is also beneficial. For example, collapse cardboard boxes before placing them in the dumpster.
9. Please do NOT try to pile things up high when the dumpsters are full, place items on the ground by the dumpsters, or discard items behind the dumpsters. Help us to keep this area clean and odor free. NO FISH OR FISH CLEANINGS are allowed at any time.

If we all work together, we can keep this area clean and have reliable rubbish disposal. Thank you in advance for your cooperation in this matter.



Catawba Island Township Police Department

Fax 419-797-2736 • Office 419-797-2422 • Dispatch 419-734-4404 4822
Cemetery Road • Port Clinton, OH 43452

Attention !! Golf Cart Owners and Operators

Due to an increasing number of golf carts operating on the public and private roadways in violation of Ohio laws, the Catawba Island Township Police Department will be increasing enforcement of these laws, for the safety of all who use the roadways in the township.

Ohio law defines golf carts as motor vehicles, therefore, a golf cart may not be lawfully operated on public streets unless it satisfies the statutory requirements applicable to motor vehicles.

The following are some of the rules that apply to golf carts;

An operator's license is required to operate a golf cart. This includes operating a golf cart on private property open for vehicular travel. It is also a violation of law, if the owner of a golf cart allows an unlicensed person to operate the golf cart. The large number of young children operating golf carts on private property is not only unlawful, but carries with it a high potential for serious injury or death.

Golf carts operated on a roadway are required to be registered and display license plates, however, the registration and plates are only valid if the carts are used on the Lake Erie Islands, which does not include Catawba Island Township.

Ohio law requires motor vehicles to have minimum insurance coverage. This includes golf carts.

All applicable laws governing required equipment for motor vehicles, apply to golf carts. Some of these equipment requirements include, headlights, tail lights, turn signals, seat belts, brakes, horns, rear view mirrors, windshields and wipers. This equipment is not only required but must also meet the minimum standards set by the general assembly and the director of public safety.

Motor vehicles, and hence, golf carts, are not allowed to display a slow moving vehicle emblem.

We are greatly concerned for the safety of all occupants of golf carts and other vehicles on the roads. We hope that our increased enforcement of these laws will help prevent tragic and preventable crashes involving juveniles and adults alike. We ask that you help us with this effort by following the above laws.

Sept 28 1978 3:05 P.M. VOL - 211<- 0 0 0
Oct 3 1978 Vol 217 P. 1
William R. Seckler
President, Ottawa Co., Ohio File 3100

DECLAMATION OF RESTRICTIONS

for

LOTS NO. 54 and 55*

of

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I.T.

HARBOR ISLAND SUBDIVISION, PLAT THREE'."."."

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CATAWBA ISLAND TOWNSHIP, OTTAWA COUNTY, OHIO

WHEREAS, Seckler Building and Development, Incorporated, is the owner in fee simple of Lots No. 54 and 55 of Harbor Island Subdivision, Plat Three in West Harbor, Catawba Island Township, Ottawa County, Ohio, and

WHEREAS, said Seckler Building and Development, Incorporated, desires to make known the restrictions, conditions, covenants, reservations, charges and agreements, subject to which all of said lots are now owned by it and subject to which the lots and lands aforesaid are to be conveyed by it,

NOW THEREFORE, in consideration of the execution hereof and the enhancement of the value of said property and to afford purchasers of said property due and ample protection it is stipulated and agreed by Seckler Building and Development, Incorporated, its successors and assigns, herein designated the "grantor" that all of said lots and lands above described shall be held and conveyed by it subject to the following restrictions, conditions, covenants, reservations, charges and agreements which shall run with the land in a general plan to maintain residential standards of all lots and provide for governing and maintenance of roads, boat channels and ways in said subdivision for the period May 1, 1978 to March 1, 2016, and shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the owners of a majority of the lots, agreeing to abolish or amend said restrictions, covenants, and conditions, shall have been recorded; provided further, that at any time during the life of the restrictions, they may be amended in any way or exceptions granted if the owners of seventy-five percent (75%) of the lots in all of the Harbor Island Subdivisions sign an instrument approving such amendments.

1. Definitions. The following quoted words and derivatives thereof, wherever used in this Declaration of Restrictions and on the recorded plat of said subdivision, hereinafter sometimes called the Plat, shall have, unless context requires otherwise, the meanings explained in this paragraph No. 1.

A. The word "Restrictions" shall include the definitions, covenants, conditions, agreements, prohibitions, charges, assessments, rules, regulations and provisions stipulated and expressed or referred to.

B. The word "grantor" shall mean this declarant, Seckler Building and Development, Incorporated, and its successors and assigns., and Harbor Island Association, Inc.

C. The word "lot" shall refer only to the area so called and delineated as such, provided however, the owner of two contiguous lots may treat, for the improvement of the same, the

total area thereof as one lot. Each lot shall run to the center line of the boat channel abutting it.

D. The word "frontage" when used in reference to a lot or lots shall mean the width thereof measured where, the front setback line, hereinafter fixed, traverses each lot.

E. The word "set-back" shall refer to a line or lines traversing each lot, beyond which no structure shall be placed, erected or permitted on the lot so traversed. The front set-back line is shown on the plat hereof and the aide line set-back shall be tan (10.0) feet,

P. The word "structure" shall mean and include each and every fabricated article or construction capable of being placed or erected on land or submerged land and shall include attachments, and reconstructions and enlargement or change in the exterior of any existing structure, hedges, fences, walls, detached improvements, such as patios, arbors, fire places and other above ground facilities. (Signs, bill boards, advertising devices, business or commercial structures or facilities are prohibited).

G. The words "plans and specifications" shall mean detailed drawings, plans and written specifications of materials prepared to fully disclose dimensions, building and finished grade elevations, floor, plot and construction plans, kind and quality of materials to be used in the structure with detailed explanation of where the same will be used, intended use of the structure and the date when the completed structure will be finished.

2. The lots in this subdivision shall be used for residential purposes only and for no business or commercial use or purpose whatsoever. Not more than one two family dwelling unit with a carport or garage for not more than three automobiles attached thereto, or incorporated therein shall be erected on any lot.

That any residence constructed on said lot shall have a " ground floor area, exclusive of garage, carport, porches and other embraced or attached areas not intended for permanent living quarters, of not less than 750,0 square feet and said residence shall not exceed two stories in height above the foundation level.

3. No nuisance of any kind or character shall be committed or suffered on any premises in said subdivision and conduct of persons injurious or to property may be enjoined.

4. Temporary structures to facilitate construction may be located on any lot upon written permit of the grantor, but only during the course of construction within the completion date specified therefor. No parson may use any structure other than a completed dwelling house for living quarters.

5. All water, sanitary and sewerage facilities serving any residence shall be installed within dwellings and below ground level respectively and shall meet the health and sanitary regulations and requirements of lawful authority.

6. Before any structure is commenced on any lot the lot owners' plans and specifications therefor shall be received in duplicate by grantor. Each copy thereof, within fifteen (15) days thereafter, shall be marked "approved" or "denied"; if denied, the reasons therefor shall be written on or be attached by memorandum to said copies. One copy, so marked, shall then be available to the lot owner and the other copy shall be retained, revised or amended, or corrected plans and specifications shall be submitted and dealt with by the lot owner and grantor as above outlined, for submission

of original plans and specifications. Approval or denial of plans and specifications if executed shall constitute such action by Harbor Island Association, Inc.,

No action to enjoin construction or claim damages because of a breach of any stipulation of this numbered paragraph or of said plans and specifications shall be maintained unless instituted within ninety (90) days after the action or omission creating the cause or causes of action has come to the personal knowledge of Harbor Island Association, Inc., or its successors or assigns.

7. No receptacles for refuse, garbage, trash or debris or tanks for storage of any material shall be kept above ground level, unless required otherwise by lawful authority. This paragraph does not apply to receptacles and tanks within the dwelling or garage.

8. No fence, wall, other like structure, hedge or annual planting shall be erected or grown beyond forty (40) inches in height, above average ground level. Trees shall be spaced, planted and pruned so that the view, of residents of the plat, within and beyond the setback areas shall not be obscured or impaired.

9. No boat house or boat dock shall be constructed, placed or kept on any lot.

10. Risers driven in boat channels, at the bulkheads thereof, for mooring of pleasure boats, shall be uniform of 2" x 6" timbers and shall extend three (3.0) feet above the bulkhead; unless otherwise provided and stipulated in the Rules and Regulations governing use of ways, boat channels and common lot.

11. No livestock, animals or fowl, except those regularly and customarily considered house pets, shall be kept or harbored on any lot.

12. Vehicles using the ways of said subdivision shall be operated in the manner and at speeds no greater than that required for operation in congested areas under the traffic laws of the State of Ohio, unless otherwise provided in the Rules and Regulations; no fire arms or noise producing devices shall be discharged or operated in said subdivision and noise producing implements and appliances used in and about dwellings shall not be operated at unreasonable or unseasonable times or so as to unduly disturb the peace and quiet of the community. Said Rules and Regulations are mentioned in paragraph number 14 hereof.

13. There is hereby assessed against each lot in this subdivision, an annual charge to satisfy the annual costs and reserves considered necessary; to keep up, repair, maintain and keep navigable the ways and boat channels of said plat; to provide such utilities and the service thereof to lot owners as grantor deems advisable for the development and best interests of said plat and lot owners; and to repair, maintain, enlarge, if needed, and replace improvements serving said lot owners and furnishing access to said plat and to the lots thereof; also to so assess benefited lots for care, improvement, use and maintenance of the common lot and for the construction and maintenance of protection against hazards and encroachments of the elements, providing the same becomes necessary or is deemed so by the assessing authority. The assessing authority shall be Harbor Island Association, Inc. Each

lot owner upon becoming the owner of a lot in said subdivision shall automatically become a member of Harbor Island Association, Inc., and shall be bound by its Rules and Regulations. Each member shall have one (1) vote, to be exercised in person or by proxy, for each lot owned: and the definition of "lot" under part C of paragraph number 1 above shall not affect voting. Any lot owner who fails or refuses to participate in the Association's affairs shall nevertheless be enrolled as a member thereof and may be styled, an inactive member, while not participating.

Annual assessments shall be determined and billed on or about May 1st of each year and shall become past due and payable on and after July 2nd of the same year. The assessing authority may deliver, by United States mail with postage prepaid, such billing to any known owner or co-owner of any lot at the address shown on the deed to said owner or owners and the same shall constitute valid and sufficient notice of and demand for payment of such assessment. Co-owners of any lot shall be jointly and severally liable for the full sum of each assessment. A lien is hereby created and reserved in favor of the assessing authority for the aggregate sum of all past due and unpaid assessments, with interest thereon, upon the lot or lots of owners who fail, refuse or neglect to pay the sums so assessed on or before July 1st of the year when they are so billed therefor; and such lien shall attach, have priority and be effective from the due date of each past due assessment.

14. The Association mentioned in paragraph No, 13 above, acting by affirmative vote representing eighteen (18) or more lots, may organize, elect officers and committees, adopt regulations for its government and by-laws for the direction of its officers, governing board and committees, employ persons and generally, in so far as lawful, do and perform those acts and things and have the powers commonly held and exercised by corporations, not for profit,- and shall have, within limiting the generality of the foregoing, the following powers and duties, in addition to those expressed in paragraph No. 13, above;

A. To make and enforce reasonable rules and regulations.

1. To direct and control the operation and mooring of boats in said channels and adjacent waters;

2. To prevent pollution and obstruction of the waters in and about said channels and to keep them open, free of debris and harmful deposits and fit for boating therein,-

3. To govern the use of the "Common Lot" as a beach, park, and recreation area for the benefit of owners, their bona fide guests and tenants in common with the grantor; and

4. To fix maximum load limits of vehicles using the ways in said plat and the connecting ways owned by grantor and furnishing access to said plat and to regulate the parking and operation of vehicles on and along said ways.

B. To amend, modify or supplement the foregoing restrictions after reasonable notice of intent to do so is first delivered to lot owners or co-owners in the manner provided in paragraph 13 for delivery of notices of annual assessments. The intent and purpose of this sub-paragraph, whenever amendment or other revision as aforesaid is affirmed, shall be expressed in a writing, executed as a deed of conveyance of lands is executed by the then owners constituting the necessary majority in number of lots owned, and

become effective so as to perform the amendment, modification or supplement, or any combination thereof, when received for record in the office of the Recorder of Ottawa County, Ohio.

C. Owners of lots in said subdivision, their bona fide tenants and guests shall have and are hereby granted the following rights, privileges, uses, in common with grantor, but under and subject to the foregoing restrictions and reservations:

t. Use of the extension westerly and northerly of North Shore Blvd., now known as Harbor Island Circle or North Island Circle, for roadway purposes to provide access to public highways

2. Use of the boat channels, waterway and ways in and adjacent to said plat, for access by water and land to lots in said plat.

i. Use of that part of the "common lot" easterly of the front set back line extended, with reasonable access thereto, and use of other parts of said lot not needed or used by grantor for its purposes and structures, for beach, park and recreation purposes; and

4. USE OF the easements and right of way reserved in paragraph E hereof, upon permit from grantor, for installations to be located as stipulated by grantor.

V. Each lot owner is granted an easement in common with the grantor, it's successors and assigns, to use for ingress and egress the roadways created, owned and established by the grantor or its predecessors in title, from the subdivision to the East Catawba Road.

IN WITNESS WHEREOF, the grantor has hereunto set its hand by Richard A. Seckler, its president, this 28th day of September, 1978.

Signed and acknowledged in the presence of :

SECKLER BUILDING AND DEVELOPMENT, INCORPORATED

_____-

**Richard A. Seckler
President.**

State of Ohio, County of Ottawa, SS:

Before me, a Notary Public, in and for said County and State, personally appeared the above named Seckler Building and Development, Incorporated, by Richard A. Seckler, 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 TESTIMONY WHEREOF

, I have hereunto set *my* hand and official seal in Port Clinton, Ohio, this 28th day of September 1978.



A. C. WILBER, Notary Public, State of Ohio, Commission Expires 12/31/80

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Notary public

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This instrument prepared by
A.C. Wilber, Attorney at Law

Port Clinton, OHIO 43452

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AMENDMENT TO THE DECLARATION OF RESTRICTION FOR
HARBOR ISLAND SUBDIVISION, PLAT THREE
CATAWBA ISLAND TOWNSHIP, OTTAWA COUNTY, OHIO

Whereas, the Declaration of Restrictions for Lots No. 54 and 55 of Harbor Island Subdivision Plat Three was recorded in Volume 277, page 1 et seq. and amended in Volume 381, page 909 et seq., Ottawa County Deed Records,

Whereas, condominium units situated upon Lots No. 51, 52 and 53 and Lots No, 56 and 57 in Harbor Island Subdivision Plat Three were all conveyed subject to the Declaration of Restrictions recorded in Volume 277, page 1 et seq., Ottawa County Deed Records, and

Whereas, the Harbor Island Association, Inc. is a not for profit corporation consisting in part of the lot owners of the above described lots in Harbor Island Subdivision, Plat Three, and as such is the representative of said owners, and

Whereas, paragraph 14(B) and the introductory paragraph to said Declarations authorizes amendments to the Declaration, and

Whereas, lot and unit owners in excess of 75% of the voting power for said subdivision have signed consents to amend the Declaration as set forth below,

Now Therefore, the Declaration of Restrictions for Lot No. 54 and 55 of Harbor Island Subdivision Plat Three is hereby amended as follows:

Paragraph 9 of the Declaration of Restrictions shall now state as follows:

9. No boat house or boat dock shall be constructed, placed or kept on any lot, and any watercraft unless stored inside a building on the premises.

A. Decks as defined in paragraph F-1 shall not extend more than fifteen (15) feet into the restricted front set back as defined for given properties.

jjj s; • ^ J S j Steps must be included within the allotted fifteen (15) feet. Banisters, decorations, landscaping, or adornments in the restricted area for the deck are not to exceed a height of thirty (30) inches and are not to be view obstructing.

B Patios as defined in paragraph F-2 shall not extend more than fifteen (15) feet into the restricted front set back as defined for given properties.

C. Dock walks as defined in paragraph F-3 shall not exceed a width of sixty (60) inches and must extend

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the full width of a lot and be no more than twelve (12) inches above the existing top of the bulkhead.

- D. Walks as defined in paragraph F-4 extending from decks or residences to dock walk or bulkhead shall not exceed a width of forty-eight (48) inches.
- E. Post and winch swivel-lift structures, similar in design to the Follansbee Mister Lifter, for the moorage of jet skis and other similar types of personal watercraft, may be erected along the boat channel bulkheads provided the lift structure is first approved by the Harbor Island Association Board of Trustees, pursuant to the provisions of paragraph 6 of the restrictions, which approval shall not be unreasonably withheld.

All other provisions of the Declaration of Restrictions for Lots No. 54 and 55 of Harbor Island Subdivision Plat Three and the amendments thereto not affected by the foregoing amendment shall remain in full force and effect.

In Witness Whereof, and on behalf of the Harbor Island Association, Inc., the majority of its Board of Trustees have hereunto set their hands this &sup^n day of February, 1994.

Signed and Acknowledged in the Presence of:

HARBOR ISLAND ASSOCIATION, INC.

Margaret J. Sotega
David L. ...
Bill Johnson
[Signature]

By: Margaret Marcinko, Trustee


By: Thomas Logan, Trustee

By: Gene Probasco, Trustee

State of Ohio)) ss. Ottawa County)


Before me, personally appeared the above named Margaret Marcinko, Trustee of the Harbor Island Association, Inc., who acknowledged that she did execute the foregoing instrument, and that the same is her free act and deed and free act and de, &CL>><<, Ji said Harbor Island Association, Inc. , this 2 i '""' day of F^t>EL\3rj? '...' 1994

[Signature]
 Notary Public
 State of Ohio



State of Ohio)
) ss.
Ottawa County)

Before me, personally appeared the above named Thomas Logan, Trustee of the Harbor Island Association, Inc., who acknowledged that he did execute the foregoing instrument, and that the same is his free act and deed and free act and deed of said Harbor Island Association, Inc., this 3 day of February, 1994.



Notary Public

Kyle J. Johansson, Attorney-at-Law
Notary Pub80-Sa»<*OJ#o Uv
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Section 147.03 a& '.,'.o.

State of Ohio)
) ss.
Ottawa County)

Before me, personally appeared the above named Gene Probasco, Trustee of the Harbor Island Association, Inc., who acknowledged that he did execute the foregoing instrument, and that the same is his free act and deed and free act and deed of said Harbor Island Association, Inc., this g _ day of February, 1994.



Notary/Public

H7J03 aC.

Instrument Prepared By:

WILDER AND WILBER, LAWYERS
211 East Second Street Port
Clinton, Ohio 43452

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