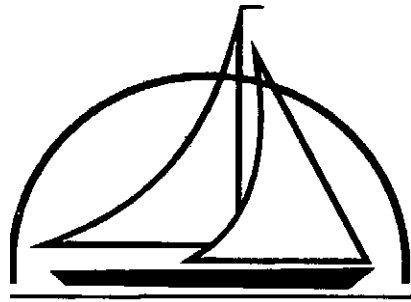


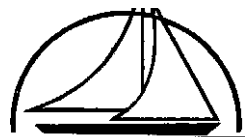
*Blue Water Condominium Association
& Marina, Inc.
Marblehead, OH*



Blue Water

RULES AND
INFORMATION
HANDBOOK

Revised: March 2020



Blue Water

Blue Water Condominium and Marina Rules

Welcome

We on behalf of the Blue Water Condominium Association hope you enjoy condo living at Blue Water as much as we do. The Board of Directors' objective is to maintain and improve Blue Water, develop a sense of community with a focus on preparedness, and promote the health, safety, happiness and peace of mind of all residents. In order to accomplish this, the Board established a set of reasonable rules which pertain strictly to living at Blue Water in the condominium atmosphere. We all need to comply with these rules to meet the objectives noted above.

These are common sense rules. We hope you will find them reasonable and act in conformity with upholding them. If you receive a call or notice that you or your guest(s) are in violation of the rules or the Declaration of Condominium Ownership or Bylaws, please correct the violation immediately and understand that nothing personal is meant by the call or notice. This booklet is intended to supplement, not replace the Declaration and Bylaws; therefore, if there should be an inadvertent discrepancy between what is expressed in this booklet and the recorded documents, the Declaration and/or Bylaws shall govern.

The Board is given the authority to enforce these rules and regulations by the Declaration of Condominium Ownership and Bylaws. We ask that you keep a copy of these rules handy and that you refer to them when necessary. We also ask that you explain them to your guests, as they must also follow them while they are on the premises.

Thank you.

The Board of Directors
Blue Water Condominium

TABLE OF CONTENTS

INTRODUCTION/CHANNELS OF COMMUNICATION	3-4
I. COMMON AND LIMITED COMMON ELEMENTS	4
A. General	
B. Lawns	
C. Grills	
D. For Sale Signs	
II. EXTERIOR MODIFICATIONS	5
III. INTERIOR MODIFICATIONS	5
IV. MAINTENANCE RESPONSIBILITIES	6
A. ASSOCIATION	
B. OWNER	
V. WINDOWS AND DOORS	7
VI. VEHICLES AND PARKING AREAS	7
VII. MARINA	8
VIII. SWIMMING POOL AND CONCRETE DECK	8
IX. SALE OR LEASE OF A UNIT	9-10
X. PETS	10
XI. UNIT WINTERIZATION PROCEDURES	10
XII. COLLECTION POLICY	11
XIII. COMPLAINT PROCEDURE	11
XIV. ENFORCEMENT PROCEDURE	12

INTRODUCTION

What is a Condominium?

A condominium is a unique form of property ownership where the Unit Owner holds title to the living space which makes up the condominium Unit (from inside face of the studs), and also holds an ownership interest, held in common with all Unit Owners, in the land, buildings and the green spaces, (Common Elements).

Common Elements

The Condominium Common Elements consist of everything except the Units, including but not limited to the sidewalks, driveways, swimming pool, and in most respects, the buildings themselves. The Common Elements are not owned "exclusively" by any party but are owned in common with all the other Unit Owners.

Limited Common Elements

Limited Common Elements are part of the Common Elements reserved for a Unit Owner's exclusive use and include the areas around each unit reserved for use by particular units or groups of units. In most cases front and rear areas of the buildings, including patios are Limited Common Elements. These portions are to be used exclusively by the Unit Owners and/or occupants of the adjoining unit or units.

The Association

The Association is a not-for-profit corporation whose membership automatically includes all Unit Owners. The Association legally exists for the purpose of managing and maintaining the common property for the benefit and protection of all Unit Owners and residents.

The authority to manage and operate the Condominium Property is vested in the Board of Directors, who are Unit Owners. The individuals who serve on this board are elected, by the entire Association at the annual meeting held in May, on a staggered basis. They serve without compensation. Board members are elected to serve three-year terms.

The Board, on behalf of the Association, retains the services of a professional management company to handle the day-to-day operations of the Condominium Property. They are responsible for billing and collection of maintenance fees, obtaining bids for service rendered to the Association and monitoring these services. They also act in an advisory capacity to the Board of Directors.

General Conduct

All Unit Owners, tenants, water slip assignees and their guests shall at all times conduct themselves in a manner that shows consideration for all other occupants regarding noise, behavior, and conduct which disrupts, interferes with or impinges upon the rights of others at Blue Water.

CHANNELS OF COMMUNICATION

The Board of Directors consists of seven individuals who are unit owners and are elected by their fellow unit owners. Board members serve without compensation and are responsible for making the decisions affecting our property. Decisions concerning the property are made during the Board's scheduled meeting.

In between the regular Board meetings, the Association relies on the Management Company to carry out the Board's decisions and handle all communications by and between the Association's owners, contractors and vendors. If you have questions or concerns about the maintenance of the property, please direct the matter to the Management Company, in writing, as the Board has directed. In case of an emergency, such as a fire, you should contact the fire/police departments. Our contract with the Management Company stipulates that telephone calls to the Management company will be handled on an as available basis during business hours. Off hours calls will only be handled if it's an emergency. If the call is taken and determined to not be an emergency, Blue Water will be invoiced an extra to their normal contracted services.

The Board requests and appreciates your cooperation in respecting that Board members and or contractors that owners may find working at Blue Water are not employees. Contractors are at Blue Water performing work as they have been directed to do by the Management Company and will not respond to your requests. Board members are not individually responsible for resolving Association matters and can only collectively decide on issues brought to their attention by the Management Company. The only exception is that you should send a letter directly to the Board members concerning problems that you may have with the Management Company. Again, all other communications must be directed through the Management Company to assure that your concerns and questions are properly addressed and answered.

I. COMMON AND LIMITED COMMON ELEMENTS

- A. Exterior decorative items, other than a 3' x 5' American flag, or a reasonable number of living plants, are prohibited from the Common, Limited Common Elements, building, and gutters, unless with prior, written approval of the Board's decoration's committee.
 - a. One standard-sized flag (not to exceed 3'x5') of the United States made of nylon, polyester or cotton, is permitted to be displayed within the Limited Common Elements on a pole attached to the front exterior of the Unit, provided that the bracket may be secured to the building by a Blue Water contractor as directed by the Management Company. Fastening items to the exterior of the Blue Water Buildings by Owners is prohibited and the installation of a free-standing flag pole in the ground is prohibited. The location must not interfere with the use of any walkways or obstruct the view of any driveways for motorists or pedestrians. The flag must immediately be removed and/or replaced once it is worn, faded, and or tattered.
- B. Fireworks and explosive devices of any kind are strictly prohibited on Blue Water Condominium or Marina property.
- C. Discharging firearms and air rifles and pistols, is prohibited on Blue Water Condominium or Marina property.
- D. Fish cleaning is prohibited in Common Elements.

- E. Discarding fish carcasses in our dumpster is prohibited.
- F. All trash must be placed inside the dumpster.
- G. Lawns are reserved for foot traffic/play only. Do not park cars, trucks or trailers on lawns. Do not drive golf carts, bikes, scooters or other vehicles on lawns. Do not leave furniture, toys, boat covers, etc. on lawns.
- H. Ohio Condominium law states gas grills must be operated 10 ft away from the building.
- I. When selling a Unit, one "for sale" sign on the interior side of a window in the Unit is allowed.

II EXTERIOR MODIFICATIONS

(OWNERS MUST USE & COMPLETE THE "BLUE WATER BOARD APPROVAL REQUEST FOR OWNER'S PROJECT" FORM)

- A. Any Unit Owner wishing to make changes, additional alterations or improvements to the exterior portions of any part of the Condominium Property, or any Unit Owner who wishes to make any change or addition that affects or impacts the structure of any building, must submit a request for permission to make such a change in writing to the Management Company.
- B. Requests must include a detailed description and applicable sketches including the name of contractor, insurance and workers' compensation information. The Board has the right to request the submission of plans, specifications and all other information relating to a proposed improvement that the Board deems necessary.
- C. After an application is received, and after all requested evidence is submitted and reviewed, the Board will make findings and either approve or decline any request. Approval must be granted prior to beginning the change. Please be aware that these Board discussions/approvals happen at regularly scheduled Board meetings (four per year). Rarely are special meetings of the Board called to deal with issues that pertain to an individual owner. The schedule of the meetings is usually included in the first Board meeting minutes of the year and it is also included in the Neighborhood news which is not published on any regular schedule.
- D. If you are in doubt as to whether any improvements require prior written approval, you should contact the Management Company prior to starting any project. Alterations or improvements made to the Condominium property without proper written permission may be returned to the original condition and all costs assessed back to the Owner.
- E. The form spoken of herein may be found in the documents section of our web site "bluewateroh.com"

III INTERIOR MODIFICATIONS

(OWNERS MUST USE & COMPLETE THE "BLUE WATER BOARD APPROVAL REQUEST FOR OWNER'S PROJECT" FORM)

Interior modifications are up to the Unit Owner's discretion except for electrical work and or plumbing work and or internal wall demolition and construction. Any suggested changes to be made to these require that the Unit Owner must first contact the Board in writing, through the property manager, detailing the desired modification. The Unit Owner must also then provide a copy of their contractor's liability insurance declaration's page; a copy of their contractor's workers' compensation certificate; and written evidence from a structural engineer or architect that certifies that any replacement structure, electrical work, and plumbing work has been engineered and complies to the National Uniform Building Codes and also satisfies the requirements of building construction in Ottawa County in the State of Ohio.

IV MAINTENANCE RESPONSIBILITIES

A. The Association Responsibility:

The Association is responsible for the reasonable maintenance, repair and/or replacement of the following:

1. siding, foundation, roof
2. Parking lot and drives
3. Master Policy Insurance
4. Repair of gutters and downspouts
5. Grass cutting, fertilizing, reseeding of lawn areas
6. Care and maintenance of common area trees and shrubs
7. Exterior exterminating service
8. Gas lamps
9. Dock, winterization, repair and/or replacement
10. Street signs
11. Rubbish removal service
12. All underground public utilities serving the condominium complex in common. This includes natural gas, electrical, and sewer and water.

Only the Board of Directors has the right to enter into contracts for repair and maintenance of the exterior portions of the Condominium or the structural elements of the buildings or docks.

B. Unit owner Maintenance, Repair, replacement responsibilities:

1. Windows
2. Window frames
3. Screens
4. Doors
5. Door jambs & hardware
6. Chasms
7. Decks, porches, and patios
8. Furnace
9. Air conditioner
10. Any utility service that solely serves the individual condominium Unit.

Owners making their own replacement or repairs must conform to the approved style, color, and/or model, determined by the Board as follows:

Please contact the property manager's office for replacement standards for doors and windows.

V. WINDOWS AND DOORS

A. Windows and Window Coverings

1. Owners must maintain screens and windows and doors in a secure fashion without tears, cracks, broken or fogged glass, or buckled door exteriors.
2. All Units must have drapes, curtains or blinds with a neutral color exposed to the outside view. The use of blankets, sheets, etc., is prohibited as window covering.

B. Doors

1. Screen doors are permitted provided they meet the approval specifications available from the management company.

VI. VEHICLES AND PARKING AREAS

A. Overnight parking of commercial vehicles, boats, boat trailers, personal watercraft, campers, RVs mobile and motorized homes, and any other trailers, is prohibited on the Common Elements, Limited Common Elements and the parking areas.

B. The speed limit on Blue Water and Parkside Drives is 7 m.p.h.

C. There are two parking spaces in front of each Unit. Any other vehicles must park at the designated parking places between the yellow lines at the south end and at the turn of Blue Water Dr. No vehicles, trailers or golf carts may be parked on the grass.

D. Disabled, unlicensed or expired licensed or inoperable or abandoned vehicles may not be left on any of the condominium Property.

E. Anyone operating a golf cart, or under-speed vehicle, on the driveways, common elements or limited common elements of Blue Water Condominium or Marina MUST follow and adhere to ALL of the Ohio Revised Code provisions applicable to golf carts and other under-speed vehicles in Ohio. Your board has adopted all of these provisions as applicable to all golf carts or under-speed vehicles being operated on our private driveways, common elements and limited common elements.”

The Golf Cart Under-Speed Vehicle Inspection Sheet includes the following:

- valid driver’s license for any operation of a motor vehicle on public or private property – ORC 4507.02A (1)-4510.12A (1)
- Must be equipped with rear tail lights (only 1 required). ORC 4513.05
- Must have a light to illuminate license plate and make license plate legible from a distance of 50 feet. ORC 4513.05
- Must have at least 1 working brake light. ORC 4513.071
- Must have 2 headlights. ORC4513.04
- Must have a horn. ORC 4513.21
- Must have a rear mirror. ORC 4513.23
- Must have a windshield (glass or safety glass). ORC 4513.24
- Must have directional signals. ORC 4513.261
- Must have brackets for mounting 2 license plates (front and rear). ORC 4503.21

F. Any violation of any of these rules May, in addition to any other remedy, result in the Association towing away the trailer, vehicle, boat or motorcycle at the owner's expense.

VII. MARINA

**** PLEASE SEE SEPARATE MARINA RULES ON BLUE WATER WEBSITE ****

VIII. SWIMMING POOL AND CONCRETE POOL DECK

- a) Pool is open from 9:00 a.m. until Sunset.
- b) Persons using diapers or similar undergarments are prohibited, unless wearing appropriate "Swim diapers" or other protective clothing. c) Glass containers of any kind are prohibited.
- d) Children under 12 years of age must be accompanied on pool deck, by a responsible adult. e) Tampering with mechanical pool equipment is prohibited.
- f) Personal items left at the pool will be discarded by maintenance personnel the next day.

IX. SALE OR LEASE OF A UNIT

a. Sale of a Condominium Unit

1. One "for sale" sign on the interior side of a window in the unit is allowed.
2. Upon posting a Unit and or dock assignment for sale, either by owner or by a real estate sale service, the current owner must notify the Management company of the intention to sell. Blue Water Condominium Association is contracted with HOMEWISE. They are a data service company representing Blue Water and responsible to see that all data on the transaction is handled correctly and that the Management Company and our Association is not left with undue data chasing and costs. The seller must use the Homewise service and will be charged a fee by them. Most sellers will not want to pay the fee until they are certain that the sale is going to be completed. Due to this, it is possible for a seller to be advised by some that the service is unnecessary. Blue Water protects itself of this happening by also charging a fee to the owner immediately upon the property being listed for sale. The Blue Water fee is however, completely reimbursable if Blue Water does not incur costs during the sale.
3. Within fifteen (15) days of executing a purchase or sales agreement, the Unit Owner or real estate agent must notify the Management Company to make arrangements for a maintenance fee update letter and certificate of insurance for the buyer.
4. At the same time as above, the new Unit Owner must provide the following:
 - a. Names of all occupants
 - b. Home and business mailing addresses
 - c. Home and business telephone numbers
 - d. Name, business address and telephone number of any person who manages the Unit on behalf of the Owner
 - e. Sales price
 - f. Mortgagee
 - g. Any change in the information required in and must be provided to the Board within 30 days of change.
5. The management Company will coordinate the paperwork with banks, real estate agents, appraisers and escrow agents. A transfer fee for these services may be charged to the seller and paid out of escrow from proceeds due to the seller at the time of transfer.
6. The seller is responsible for providing the following information to the buyer:
 - a. Copy of Declaration and Bylaws, and any amendments
 - b. Copy of the Rules and Regulations
 - c. Unit access door key(s), mailbox, and garage door key(s)
 - d. Garage door opener.
 - e. Emphasis of the need to transfer and record the slip assignment in the new owners name.

b. Rental of a Condominium Unit

1. Any lease or rental agreement shall be in writing and shall provide that the lessee or renter shall be subject in all respects to these rules, as well as the Declaration of Condominium Ownership and Bylaws. No rental period shall be for less than one hundred and eighty consecutive days. A copy of each lease must be signed by the Owner and tenant and delivered to the Board of Directors prior to the commencement of the lease term. A failure by the lessee or renter to comply with the terms of these rules, or the Declaration of Condominium Ownership and Bylaws shall be deemed a default under the lease or rental contract.
2. The Unit Owner must provide the Management Company with the following information before the tenant takes up residence
 - a. Copy of the lease
 - b. Full name of tenant(s)
 - c. Names of all occupants of the unit
 - d. Home and business telephone number of tenant(s)
3. The Unit Owner is responsible for making the tenant aware of the Rules.
4. The Unit Owner is responsible for tenant violations of the Declaration, Bylaws, or Rules. The Unit Owner shall be responsible for rule violation assessments and all other damages and any recourse the Unit Owner may wish to take against a tenant who is in violation. If the Unit Owner fails to cooperate, then the Board may initiate eviction proceedings against the tenant.
5. The lease document must contain a clause making it subject to the covenants and restrictions in Declaration, Bylaws, and Rules.

X. PETS

- a. Household domestic pets, not bred or maintained for commercial purposes may be maintained in a Unit.
- b. All pets are to be hand leashed and closely supervised by their owners at all times when on the Condominium Property. Pets must be kept on a maximum 6-foot leash in hand.
- c. Pet owners are responsible for **immediate** and complete clean up after their pet in any common Element. Owners and their guests are barred from walking their pets in the central grass area extending from south of the pool northward to the marina, as well as the grass areas immediately in front of any condominium. Pets should be walked on the perimeter of the property for their nature calls.
- d. Pet owners shall be liable for any and all damages caused by their pets to any Common Elements, including but not limited to: shrubs, bushes, trees and grass.
- e. Pets shall not be tied to any decks, lamp post, trees, shrubs, stakes, garages or any other Common Elements without owner present at all times.

XI. UNIT WINTERIZATION RECOMMENDATIONS

- a. Turn off water service to Unit
- b. Vacant Units should leave cupboard doors that access sinks in kitchen and bathroom open to allow warm air to circulate
- c. Vacant Units should have furnace set at a minimum of 55 degrees. d.

All outside hoses should be disconnected, drained and stored.

- e. Secure all windows and doors.
- f. Leave closet doors open.

XII. COLLECTION POLICY

1. All assessments, including maintenance fees, are due on the last day of the first month of the quarter and are considered late if not received by the 10th of the following month.
2. An administrative late charge of \$30.00 per month shall be incurred for any late payment and on any unpaid balance. (Subject to increase upon further notice.)
3. Any payments made shall be applied in the following order:
 1. Interest and/or administrative late fees owed to the Association
 2. Collection costs, attorney's fees incurred by the Association
 3. Principal amounts owed on the account for common expenses and assessments.
4. Any past due assessments may cause a lien and foreclosure to be filed against the Unit.
5. Any costs, including attorney's fees, recording costs, title reports and/or court costs, incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent Owner.
6. If any Owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said Owner the entire cost and expense, including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment and shall be due and payable immediately following notification of such charge, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.
7. If any Owner is delinquent in the payment of any fees for more than thirty (30) days, the Board may suspend the privileges of the Owner to vote and/or use any of the amenities.

XIII. COMPLAINT PROCEDURE

- a. Complaints against anyone violating the rules must be submitted to the Management Company in writing and must contain the date, signature, unit number and telephone number of the individual filing the complaint.
- b. The Management Company will, in most instances, contact the alleged responsible owner after receipt of each complaint, and a reasonable effort will be made to gain the owner's agreement to cease the violation.
- c. If the reasonable efforts to gain compliance are unsuccessful, the unit owner may be subject to a sanction in accordance with the penalty provisions contained in the Enforcement Procedure.

XIV. ENFORCEMENT PROCEDURE

- a. The owner shall be responsible for any violation of the Declaration, Bylaws or Rules by the owner, guests, or the occupants, including tenants, if any of his/her unit.
 - b. immediately or otherwise, with legal action for any violation of the Association's governing documents, as the Board, in its sole discretion may determine. The entire cost of effectuating a legal remedy to impose compliance, including court costs and attorney fees, shall be added to the account of the responsible owner.
- c. All costs for extra cleaning and/or repairs stemming from any violation also will be added to the responsible owner's account.
- d. In addition to any other action and in accordance with the procedure outlined in Section E below, actual damages and/or an enforcement assessment of up to but not exceeding \$50.00 per occurrence, or if the violation is of an ongoing nature, per day, MAY be levied by the Board against an owner in violation.
- e. Prior to the imposition of an enforcement assessment for a violation, the following procedure will be followed:
 1. Written notice(s) will be served upon the alleged responsible owner specifying:
 - a. A reasonable date by which the owner must cure the violation to avoid the proposed charge or assessment; and
 - b. A description of the property damage or violation; and
 - c. The amount of the proposed charge and/or enforcement assessment; and
 - d. A statement that the owner has a right to, and the procedures to request, a hearing before the Board to contest the proposed charge and/or enforcement assessment.
 2. To request a hearing, the owner must mail or deliver a written "Request for a Hearing" notice, which must be received by the Board not later than the tenth day after receiving the notice required by Item E-1 above.
 - a. If an owner timely requests a hearing, at least seven days prior to the hearing the Board shall provide the owner with a written notice that includes the date, time, and location of the hearing. If the owner fails to make a timely request for a hearing, the right to that hearing is waived, and the charge for damages and/or enforcement assessment will be immediately imposed; and

- b. At the hearing, the Board and alleged responsible owner will have the right to resent any evidence. This hearing will be held in Executive Session and proof of hearing, evidence or written notice to the owner to abate action, and intent to impose an enforcement assessment shall become a part of the hearing minutes. The owner will then receive notice of the Board's decision and any enforcement Assessment imposed within thirty (30) days of the hearing.
3. The Association may file a lien for an enforcement assessment and/or damage charges which remains unpaid for more than ten (10) days.

These are only some of the items listed in your documents. You should read both the Bylaws and Declaration of Condominium Ownership If you have any questions.