

SIXTEENTH AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR BLUE WATER CONDOMINIUM

20 THIS AMENDMENT TO DECLARATION is made and entered into this day of July, 1996, by John Hatfield, president, and Sam Frizzell, vice-president, of the Blue Water Condominium Association, (hereinafter referred to as "Declarants"), for the purpose of amending certain provisions of the Declaration of Condominium Ownership and By-Laws of the Blue Water Condominium Association as set forth in their full particulars below.

WHEREAS, on August 29, 1985, Hubert Keating and Sheila N. Keating, husband and wife, filed with the Ottawa County Recorder the "Original Declaration of Blue Water Condominium Ownership and By-Laws", of record in Deed Vol. 313, Page 364-417, and thereafter amended as follows: First Amendment: Vol. 314, Page 194; Second Amendment: Vol. 315, Page 530; Third Amendment: Vol. 318, Page 888; Fourth Amendment: Vol. 322, Page 824; Fifth Amendment: Vol. 325, Page 268; Sixth Amendment: Vol. 325, Page 383; Seventh Amendment: Vol. 327, Page 187; Eighth Amendment: Vol. 344, Page 525; Ninth Amendment: Vol. 355, Page 597; Tenth Amendment: Vol. 360, Page 850; Eleventh Amendment: Vol. 372, Page 836; Twelfth Amendment: Vol. 378, Page 614; Thirteenth Amendment: Vol. 381, Page 451; Fourteenth Amendment: Vol. 397, Page 407; Fifteenth Amendment: Vol. 407, Page 428.

and, WHEREAS, a duly called and noticed meeting of Blue Water Condominium Unit owners was held at 5:30 P.M. on the 18th day of May, 1996, at which a quorum of such Unit owners voted in person or proxy;

NOW, THEREFORE, Declarants hereby certify that the following amendments to the Declaration of Condominium Ownership and By-Laws of the Blue Water Condominium Association were duly approved by the Unit owners:

1. @ Vol. 313, Page 380

ARTICLE VIII

UNIT OWNERS' ASSOCIATION

Section 4. Board of Trustees. The Board initially shall be those three persons named as the initial Trustees pursuant to the provisions of the Articles, or such other person or persons as may from time to time be submitted by the Declarant. No later than the time that Units to which 25% of the undivided interests in the Common Areas appertain have been sold and conveyed by the Declarant, the Unit Owners shall meet, and from and after that date there shall be three Trustees. The unit Owners other than the Declarant shall elect one of the Trustees at such meeting and the Declarant shall designate the other two of the Trustees, which three Trustees shall serve until the meeting described in the next paragraph. For purposes of computing the undivided interest referred to in this paragraph, those interests shall be computed by comparing the number of Units that may be created, fifty-three (53).

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VIRGINIA M. PARK
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Vol. 408 Page 117

Within thirty days of the earlier of (a) five years from the date of establishment of the Association, or (b) the sale and conveyance, to purchasers in good faith and for value, of Units to which 75% of the undivided interests in the Common Areas appertain, the Association shall meet and all Unit owners, including the Declarant, shall elect seven Trustees to replace all those Trustees earlier elected or designated by the Unit owners or Declarant, respectively, and elect new officers of the Association. The terms of the seven Trustees shall be staggered so that the terms of one-third of the Trustees will expire and successors be elected at each annual meeting of the Association. Thereafter, at such annual meeting, successors to those Trustees whose terms then expire shall be elected to serve three-year terms.

Notwithstanding the foregoing, the Declarant, shall have the right at any time to waive its right select one or more Trustees or to vote in an election of Trustees. If the Declarant waives its right to select one or more Trustees, the membership shall meet and elect the members of the Board otherwise to have been selected by Declarant.

2. @ Vol. 313, Page 402

BY-LAWS
(Code of Regulations)
OF
BLUE WATER CONDOMINIUM ASSOCIATION

ARTICLE III
UNIT OWNERS (MEMBERS)

Section 1. Annual Meetings. Regular annual meetings of the Unit owners shall be held in the second calendar quarter of each year thereafter, on a date and at an hour established, from time to time, by the Board.

3. @ Vol 313, Page 391

ARTICLE XVI

ASSESSMENTS AND ASSESSMENT LIENS

Section 5. Effect of Non-payment of Assessments; Remedies of the Association.

(a) If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the Board, in its option, without demand or notice, may (i) declare the entire unpaid balance of the assessment immediately due and payable, and (ii) charge interest on the entire unpaid balance (or on any overdue installment, alone if it hasn't exercised its option to declare the entire unpaid balance due and payable), at a rate to be as determined in the sole and exclusive discretion of the Board but not to exceed fifteen percent (15) per annum; or (iii) impose a fee for the late payment of such assessment or installment payment thereof in an amount to be as determined in the sole and exclusive discretion of the Board.

(b) Annual operative and both types of special assessments, together with interest and costs, shall be a charge and a continuing lien in favor of the Association upon the Unit against which each such assessment is made.

(c) At any time after the assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, and interest and costs, may be filed with the Recorder of Ottawa County, Ohio, pursuant to authorization given by the Board. The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessments, and shall be signed by the President or other chief officer of the Association.

(d) The lien provided for herein shall remain valid for a period of five (5) years from the date of certificate of lien was duly filed therefore, unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgement or order of a court in an action brought to discharge the lien.

(e) Any Unit owner who believes that the assessment chargeable to his, her or its Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the Court of Common Pleas of Ottawa County, Ohio, for a discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(f) Each such assessment together with interest and costs shall also be the joint and several personal obligation of the Unit owner who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest and costs shall not be the personal obligation of that owner's or owner's successors in title unless expressly assumed by the successors, provided, however, that the right of the Association to a lien against that Unit, or to foreclose any lien thereon for these delinquent assessments, interest and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

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

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

IN WITNESS WHEREOF, John Hatfield and Sam Frizzell hereby affix their signatures on this 20th day of July, 1996.

IN WITNESS THEREOF.

Signed:

Charles A. Suggs
[Signature]

John Hatfield
John Hatfield, President
Blue Water Condominium Assn.
Sam Frizzell
Sam Frizzell, Vice President
Blue Water Condominium Assn.

STATE OF OHIO
OTTAWA COUNTY

SWORN TO AND SUBSCRIBED IN MY PRESENCE ON THE 20TH

DAY OF JULY, 1996

Robert T. Baker
ROBERT T. BAKER
NOTARY STATE OF OHIO
NO EXPIRATION DATE



THIS INSTRUMENT PREPARED BY

ROBERT T. BAKER
616 PARKSIDE DRIVE
LAKESIDE, OHIO 43440