Pirates Cove at Indian Lake Homeowners Association Inc.

Rules and Regulations

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Mission Statement

Rules and Regulations have been developed in order to maintain the quality and state of the art community Pirates Cove was founded upon as well as protecting the Homeowner Values. It is the responsibility of all owners to abide and respect fellow homeowners and guests. Furthermore, it is the responsibility of owners to notify guests on common Rules and Regulations. Owners are accountable for ensuring their guests abide the rules and regulations.

Our Declarations, in Article 30.10, state that "the provisions of the Declaration's shall be liberally construed to effectuate its purpose of creating a uniform plan for the establishment and operation of a first-class condominium development."

Common Areas

Common elements (AREA) and limited common elements (AREA) as described in the DECLARATION OF CONDIMINIUM PROPERTY FOR PIRATES COVE AT INDIAN LAKE CONDOMINIUMS cannot be altered without written Board approval (Majority of Board Members approving. Changes must be submitted in writing. Common Elements generally are all areas available for the use of all owners. Limited Common Elements are those areas limited in use to a specific unit, including, but not limited to the driveway, walkway, yard and dock.

1. Shelter House

a) An owner may request use of the Shelter House for entertaining a large group. The request must include the date, time, and activity of the event. Upon approval, the Board reserves the right to dictate conditions of use and time. During the scheduled event, other owners may use the Shelter House facilities, i.e., swimming pool, etc. Clean up is the responsibility of the user. Non-compliance will result in a back charge for cleaning and repairs. The Shelter House MUST be closed down by 10:00PM, as per local ordinance

b) Shelter House Use Form must be approved by the Board for use of the facility.

2. Pools

Here are just a few important items about our pools.

- **Family Poo**l
  a. New locks were installed on pool gates in 2010. With the new locks, a key will be required for entry as gates will always be locked from the outside. Each residential unit will be issued 2 keys. Additional and/or replacement keys can be purchased for $10.
  b. No glass of any kind is allowed in any pool area. Kitchen area of main pool is not included, but glass must be kept behind counter.
  c. Pool hours are 10 am till 10 pm at both pools. This includes the shelter house unless prior arrangements are approved by the Board.
  d. Parents are responsible for Children in the Pool area at all times.
  e. Please wash off sand from play area before getting into the pool.
  f. No pets allowed in pool areas, including the shelter house NO EXCEPTIONS – POOL COULD BE CLOSED.

g. Pool gates are not to be propped or left open... NO EXCEPTIONS – POOL COULD BE CLOSED.

- **Adult Pool**
  a. Must Be 18 year or older to utilize this pool
  b. No glass of any kind is allowed in any pool area.
  c. Pool hours are 10 am till 10 pm at both pools.
  d. Jets on adult pool are not on timers. Please turn them off after use
  e. No pets allowed in pool areas NO EXCEPTIONS.
  f. Pool gates are not to be propped or left open... NO EXCEPTIONS – POOL COULD BE CLOSED.
  g.

3. Parking / Trailer Parking

The Board does not wish to dictate how many cars a resident may have, but needs to make certain that all common parking areas are available on a fair and equal basis to all residents and their guests. Each resident has a garage and a driveway that together, will accommodate up to 4 vehicles. This should, in most cases, be sufficient for residents.

a) Please be courteous in the general and pool parking areas designated for Residents and Guests.

b) Common parking areas, excluding the trailer parking area*, include any parking places that are not resident driveways, or blocking resident driveways. These common parking areas are for the use of all residents and their guests, regardless of the proximity to any residence.

c) Common parking areas are not for storing vehicles and, if they are being used as such, they need to be moved.

d) Vehicles that are in disrepair should be repaired and not sit in a parking area for more than 48 hours.

e) No vehicle should sit in common parking areas or on street ends for more than 72 hours without being moved and driven.

f) On-street parking should be for short duration only.

g) No parking is allowed that blocks official Post Office personnel, or resident access to mailboxes.

h) No parking is allowed that blocks the use of the basketball area.

i) The trailer parking area is available for vehicle storage on a first come-first served basis. Prior to parking in this area, complete the Trailer Parking form. Regulations/procedure regarding the trailer parking area can be found on our website under “Forms”.

4. Boat Docks and Slips

Boat docks and slips, which are designated as Limited Common Elements herein, shall not be rented, leased or licensed for use by a non-Unit Owner.

a) Boat docks and slips, which are designated as Limited Common Elements herein, shall not be rented, leased or licensed for use by a non-Unit Owner;
b) Boats at Pirates Cove will not exceed the mooring area of each slip. The mooring area begins at the cement sea wall and ends 27 feet out into the channel, approximately 7 feet past the end of the dock. All boats and engines (straight and tilted) must fit into the mooring space. No water craft can be longer than 27 feet, <u>including projections.</u> Water craft cannot encroach over the walkway or seawall. Notwithstanding the above, without exception, boats including their motors, shall not exceed beyond the end of a dock to the extent that they will unduly restrict passage of boats coming in both directions. This will vary depending on whether docks are located directly across from each other.
c) Each homeowner's mooring space is one half the space between their dock and their neighbor's dock. That space should be 10.5 feet, but may vary throughout the complex. If a homeowner's dock is on the end of a continuous row of docks, that homeowner's mooring space is 10.5 feet. The area beyond their mooring space is common area.
d) Boat dock covers and boat lift covers are prohibited;
e) Boats, including their mooring covers, shall not be raised above the water level to the extent it unreasonably restricts the view from another Unit. A determination as to such obstruction may be made by the affected Unit Owner to the Board.
f) Boats shall only be docked parallel with docks. Docking along the common seawall is prohibited except for temporary, non-overnight situations.

5. Channels/Waterways

a) Swimming in the channels is not recommended and is at your risk. Swimmers shall not swim out beyond the end of the dock. Swimmers must stay out of the main traffic channels for safety reasons. The Pirates Cove Homeowners Association is not responsible for any injury or damages resulting from swimming in the channels.
b) All ladders are for emergency use and must be returned to original position after Use.
c) Ohio Department of Natural Resource and Watercraft Laws are applicable in all channels

6. General

a) <u>Obstruction of Common Elements.</u> There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board, except as hereinafter expressly provided.
b) <u>Hazardous Uses and Waste</u>. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the building(s) or contents thereof applicable for residential use, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in their Unit or in the Common Elements which will result in the cancellation of insurance on the building(s) or contents thereof, or

which would be in violation of any law. No waste will be committed in the Common Elements.

c) **Fireworks**. Fireworks are absolutely NOT **PERMITTED;** this includes but is not limited to aerial rockets, bottle rockets or any explosive fireworks. Violators WILL BE LIABLE to the local Law Enforcement, as well as the PC Board.

d) **Nuisances**. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.

e) **Impairment of Structural Integrity of Building(s)**. Nothing shall be done in any Unit or in, on, or to the Common Elements that will impair the structural integrity of the building(s) or which would change the building(s).

f) **Laundry or Rubbish in Common Elements**. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

g) **Lounging or Storage in Common Elements.** There shall be no playing, lounging, parking of campers or boats, inoperable vehicles, trucks, motorcycles, baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except in accordance with the Rules and Regulations.

h) **Prohibited Activities.** No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Condominium Property, nor shall any “For Sale” or “For Rent” signs or other window displays or advertising be maintained or permitted on any part of the Condominium Property other than those provided by the Board (see “Sales/Lease”). The right is reserved by the Declarant or his agent to place “For Sale” or “For Rent” signs on any unsold or unoccupied Unit. In addition, the right is hereby given to the Association or its representatives to place “For Sale” or “For Rent” signs on any Unit or on the Condominium Property for the purpose of facilitating the disposal of Units by any Unit Owner, mortgagee or the Association. Notwithstanding the above, this prohibition does not preclude unit owners from operating a “home office” without signage, and without regular employees or customers.

i) Alteration of Common Elements. Nothing shall be altered, constructed in, or removed from the Common Elements except as herein provided.

7. **Golf Cart Regulations**

With the increase in the number of golf carts in our community, the HOA Board has found it necessary to publish rules and regulations for the safety of all of our residents.

a) Any golf cart driver under the age of fourteen years must be accompanied by an adult.
b) Golf cart owners are liable for any damage caused by the operation of their vehicle. Owners should have adequate liability insurance coverage. Check with your insurance agent to be assured of your coverage.
c) A golf cart is a vehicle-please abide all traffic signs and the 15 mph speed limit.
d) Golf cart drivers and riders should use common sense while operating the vehicle. Standing, swerving, sliding in the gravel area, anything that may be considered “horse play”, aggressive or threatening maneuvers, etc. are prohibited.
e) Golf cart drivers should always be alert and yield to pedestrians and other motor vehicles
f) Violations to the above may result in a fine determined by the HOA Board

Limited Common Areas

Landscaping -- Owners are responsible for maintaining any plants, planted by individual owners in the area considered as the Limited Common Areas, this includes removal of annuals at the end of the Season.

a) Reasonable and tasteful decorative items (e.g. statues, light houses, name plates) may be placed in the existing beds. Items cannot be places in the grass areas. If a unit owner finds an item offensive, then a written complaint may be filed with the Board and the item may have to be removed. The Board pre-approves the planting of plants outside individual condominiums in existing beds and pots, but reserves the right to determine reasonable and tasteful plantings.

Condominium Units

1. General Restrictions

a) Reasonable and tasteful decorations are permitted during the holidays and on game days without Board approval. Decorations are to be taken down and stored in a timely manner after the holiday or game day.
b) Window treatments (drapes, shutters, etc.) seen from the outside of the unit must have white or off white backing.
c) All miscellaneous items are not to be left outside units or on open porches overnight. This includes, but is not limited to, rafts, floats, bikes, toys, clothing, towels, bathing suits, boat covers, fishing and/or boat gear. Nothing is to be hung on deck railings at any time.
d) Exterior Surfaces of Building(s). Unit Owners shall not cause or permit anything to be hung or displayed on the outside or inside of windows or placed on the outside walls of a building, and no sign, canopy, shutter, radio or television antenna or receiving dish or disk shall be affixed to or

placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board, other than those originally provided by Declarant.

e) An awning is permitted to cover the living room slider on the deck to a particular Unit, provided that the distributor, type of material, style, size and color has been approved in advance by the Board. Any such awning shall be maintained in good condition and repair by the Unit Owners

f) Umbrellas on decks are currently allowed, without color or style restriction, except that no advertising, promotions, or drawings on umbrellas are permitted without prior written board approval. The board reserves the right to prohibit any umbrella that is deemed offensive.

2. Pets

a) **Animals and Pets.** No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets, not in excess of two (2), may be kept in Units subject to the Rules and Regulations, provided that they are not kept, bred or maintained for any commercial purpose, and provided further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property subject to these restrictions upon three (3) days written notice from the Board.

b) Pets must be on a leash at all times, Violations must be reported to the board in writing and must be dated and signed.

c) Owners are responsible to immediately clean up waste after pets; pet owners are responsible for replacement cost of any damage to grass and landscaping.

d) Attended pets may be tied up in unit owner's front yard, but are not, in any way, to be tied to trees or other landscaping. Pets are not to be tied up, nor left unattended in common space areas and as stated elsewhere in these Rules and Regulations, are absolutely prohibited from entering the pool areas, including the shelter house.

e) Owners are prohibited from feeding feral or wild animals on Pirates Cove property, with the exception of bird feeders.

Failure to abide by these policies will result in the following consequences and/or fines:

1. First Offense: Warning notification to owner via email or letter.
2. Second Offense: $50 fine with 30-day timeline for payment; lien filed if not paid on time.
3. Third Offense: $100 fine with 30-day timeline for payment; lien filed if not paid on time.
4. Fourth Offense:
    a. In the case of feeding feral animals, the HOA will notify animal control authorities and have the animal(s) removed at owner's expense.
    b. In the case of not being on a leash or not cleaning up after their pets, owner's pet(s) will be permanently banned from Pirates' Cove property.

3. Sales/Lease

a) **Selling Units**. "For Sale" Signs are allowed to be placed in the Flower Bed parallel to the Street or Building, allowing one sign at the Street and Waterfront, of normal regulation size. No other signage is permitted without prior written approval from the Board.

b) **Leasing Units**. The respective Unit shall not be rented by the Unit Owners thereof for transient or hotel purposes, which shall be defined as: (a) rental for any period less than twelve (12) consecutive months;(b) any rental if the occupants of the Unit are provided customary hotel services such as room service for food and beverage, maid service, and furnishing of laundry and linen services; or (c) rental to roomers or boards, that is, rental to one (1) or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement executed after the submission of a Unit to the Condominium shall be in writing, shall provide that the tenant shall be subject in all respects to the provisions hereof, and to the Rules and Regulations, and shall provide that the failure by the lessee to comply with the terms of the Condominium Organizational Documents and lawful Rules and Regulations shall be a default under the lease. Whether or not such provisions are included in a lease of a Unit, any tenancy of a Unit shall be subject to termination for a violation by the Occupants of any covenant, condition and restriction contained in the Condominium Organizational Documents or the Rules and Regulations, all as lawfully amended from time to time. All such tenancies shall be subject to termination by legal proceedings in eviction brought by the Board pursuant to Chapters 1923 and 5321 of the Ohio Revised Code, as agent for and in the name of the Unit Owner, for any such violation, provided that the Board give the Unit Owner at least ten (10) days written notice of its intent to bring such an eviction proceeding. The costs of any eviction action brought by the Board, including reasonable attorney fees, shall be a Special Individual Unit Assessment against the Unit, enforceable in the same manner as all other assessments.

Forms

Whereas any changes to Common Elements, Limited Common Elements or Outside Condominium Units are requested in writing with the proper change request forms and submitted to the PC HOA Board for approval. Those actions requiring the Board approval, forms may be obtained from the Pirates Cove website or from individual Board members. The Board will typically respond to all requests within (10) calendar days. The Board reserves the right to extend their response time but must establish and communicate the new response date within the (10) calendar days of the initial request.

Common actions requiring Board approval include, but not limited to the following:

- Installing boat/pontoon/personal watercraft lifts and Dandi Docks.
- Expanding the stepping stones from channel walkway to screened-in porch/patio

Forms available on the Pirates Cove Website:

a) Exterior Alterations (Outside Work Order Form)
b) Lease Application
c) Shelter House Use Application
d) On Line Repair Request Form
e) Trailer Parking Form
f) Complaint Form

Miscellaneous
The Board reserves the right to adopt rules outside of the above areas.

Rules and Regulations shall mean those rules and regulations as may be amended from time to time and adopted by the Board. Owners wishing to report violations of Rules and Regulations must do so by submitting in writing to the Board.