



WATER'S EDGE II HOMEOWNERS' ASSOCIATION
HANDBOOK (2025)

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WATER'S EDGE II COMMUNITY LIVING

Welcome to Water's Edge II! As a homeowner, renter or guest, this handbook will assist you in making your stay an enjoyable one. The rules at Water's Edge II are designed to illustrate and define courteous and neighborly living. Your cooperation and participation regarding these rules will enhance beauty and maintain quality, which enables Water's Edge II to be a community of which we can all be proud!

I. COMMUNITY RULES

A. APPEARANCE

1. Except for original construction, no building, fence, sidewalk, drive, walk or other structure shall be erected, installed, placed, altered or maintained, nor shall any exterior addition be made to any building without prior approval by the Board of Directors after a Work Order Request Form has been submitted by the owner. This form is found on our website: watersedgetwo.com
2. No entrance, stairway or any other portions of the front of the building shall be decorated by any owner or occupant without prior written consent of the Board of Directors.
3. No article shall be placed in the entrance or stairways, nor shall anything be hung or shaken from the balconies or placed upon the windowsills of the buildings. No clothing or other articles, including bathing suits and towels shall be hung on the front balconies or railings or on side balconies that can be seen from the road.
4. Each owner shall keep such an owner's condominium unit in a good state of preservation and cleanliness.
5. No exterior shades, awnings, window guards, ventilators, fans or air conditioning devices and/or flags, shall be used in or around the buildings, common areas, balconies or private patios except such as have been approved by the Board of Directors after a Work Order Request Form has been submitted by the owner.
6. No radio television antenna shall be attached to or hung from the exterior of the buildings without prior written approval of the Board of Directors. Satellite dishes may only be installed upon approval by the Board of Directors after a Work Order Request Form has been submitted by the owner.
7. Firewood shall be stored on the lakeside golf course side and shall be limited to one (1) rick. No firewood shall be placed in entrances, stairways, street-side decks or common areas. Wood should be stored off the ground in a metal rack or box and should not contact the building or deck directly.

8. No sign of any kind shall be displayed to the public view from any unit or from the common areas and facilities, including for sale or for lease signs.

B. PARKING AND STORAGE

1. Golf carts, motorcycles, bicycles, scooters, baby strollers, or similar vehicles, toys or other personal items shall not be allowed to stand in the entrances, stairways, street-side decks, or common greens of the buildings. Such items shall be placed on the lakeside decks, in storage areas or inside the unit.

2. No vehicle belonging to any owner or to a member of the family or guest or employee of any owner shall be parked in such a manner as to impede or prevent ready access to another owner's driveway or parking space. The owners, their employees, agents, visitors, licensees and the owner's family will obey any posted parking regulations, and any other traffic regulations published in the future for the safety, comfort, and convenience of the owners.

3. An owner must not permit his guests or members of his family to use parking spaces assigned to other owners, if any, or to park in the driveways of other units, which block use of private garages.

4. No boats, campers, motorcycles, travel trailers and boat trailers, mini-bikes, or other such items shall be parked or stored in automobile parking areas or any other part of the property other than such special areas as may be established for storage of such items. Violators will be towed at the owner's expense.

5. No parking on the streets proper because it impedes the movement of traffic, including the possibility of emergency vehicles. Violators will be towed at the owner's expense.

6. There is a limitation that boats, large RV's, campers, trailers, and like vehicles cannot be parked on the premises except in cases of arrival or departure, and then, the time should be limited to no more than two (2) hours.

7. Major vehicle repair and any repairs to cars are prohibited. Only minor emergency repairs are allowed.

8. Vehicles exhibiting expired or no license plates, broken windshields or lights and/or flat tires will be tagged and towed at the owner's expense.

9. Parking on grassy or landscaped areas is prohibited, violators will be towed at the owner's expense.

C. DISTURBANCES

1. No owner or renter shall make or permit any noises that will disturb or annoy the occupants of other units. Nor shall they do or permit anything to be done which will interfere with the rights, comfort, or convenience of other owners.

2. REPORT DISTURBANCES TO: Monroe County Sheriff (911-emergency, (812-349-2780 – non-emergency) or Indiana State Police (911 – emergency, (812)-332-4411 – non-emergency).

3. No hunting or discharge of firearms shall be permitted.

4. No noxious or offensive activity shall be carried on in any unit, or in the common area, limited common area, and facilities.

5. Nothing shall be altered, constructed, or removed from the common areas and facilities except up written consent of the Board of Directors.

6. Nothing shall be done or kept in any unit or in the common areas which will increase the rate of insurance.

7. Fireworks, including bottle rockets, Roman candles, and all other aerial pieces are expressly forbidden. Small stationary pieces and sparklers may be used on the concrete driveways only.

D. UTILITIES, TRASH REMOVAL, AND CHARCOAL GRILLS

1. All garbage and trash shall be deposited inside the dumpsters.

2. Large items such as old gas grills, bedding, etc. **must** be placed inside dumpsters.

3. No owner shall interfere in any manner with any portion of the common lighting apparatus or about the common area buildings.

4. No charcoal grills, gas grills, propane tanks, fire pits or open flame devices of any kind are allowed on any deck. Electric grills may be operated on back or side decks.

E. ANIMAL POLICY

1. Pets are not allowed in rental units.

2. Per Monroe County ordinance, all pets must be kept on a leash (at all times) when outside.

3. Pets may not be tied or chained outside at any time.

4. Animal deposits must be removed so that others may enjoy a clean environment.

5. Owners shall be responsible for the actions of their pets (including barking) and of guests' pets. Pets shall not impact the quiet enjoyment of other units.

6. Owners are responsible for all damage to persons or property caused by their pet.

F. RENTAL RULES AND REGULATIONS

1. All owners who will be renting their units must first complete the Water's Edge II Rental Registration Form and Lease Addendum, available on the website. The owner must also provide the HOA with proof of comprehensive personal liability insurance in the minimum amount \$300,000.00. A \$100 annual rental registration fee (per calendar year) will be assessed in the subsequent due statement.

2. It is the unit owner's responsibility to communicate and enforce the following rules and regulations of the Water's Edge II village to their tenants directly or indirectly through their rental management company. Also, a copy of the Water's Edge II Handbook shall be made available in the rental unit; a current copy of the Handbook can be found on Water's Edge II property management website: mackieproperties.com. Any violation will result in a special assessment to the owner.

-Occupancy of all rental units is limited to two people per bedroom.

-Rental units cannot be used for large parties, business meetings or other large gatherings.

-No noise is allowed that will disturb any other occupants.

-No hunting or discharging firearms or fireworks is permitted.

-Pets are strictly prohibited in any rental unit.

-Gas and charcoal grills, as well as open flame devices, are prohibited anywhere in the village.

-Towels, coolers, trash, bicycles and other personal items are not permitted to be stored on the front decks of the condo, or on any side deck visible from the road.

-All trash must be placed inside the dumpsters and is not permitted to be stored on the front deck of the units

3. The owner and the management company agree to indemnify and hold harmless the Water's Edge II Homeowners Board of Administrators from third-party claims arising from the tenant's violation of the terms, rules, regulations and conduct defined herein and/or any claims arising from the breach of the Lease Addendum.

4. The Water's Edge II Homeowners Board of Directors reserves the authority to strictly enforce the terms of the rules and regulations contained herein in the event of a violation by the tenant.

5. For all condo units that have paid the rental fee, the rental term will be 30 days or more. Overnight, weekend, or weekly rental terms are strictly prohibited.

6. At no time can a rental unit be sub-leased. Likewise, a rental unit that is leased to a corporation or individual cannot be occupied by various tenants, which would give the appearance of an overnight, weekend or weekly rental.

G. GENERAL

1. Owners shall be held responsible for the actions of their family, their guests, their tenants, and their pets.

2. Complaints regarding the service of buildings and grounds shall be made using a Work Order Request Form found on our website (watersedgetwo.com).

3. Complaints regarding the actions of other owners shall be made in writing to the Board of Directors.

4. These Homeowners Association rules may be added to, or repealed, at any time by the Board of Directors

5. You, as an owner, have the right to question the presence of others that you feel might not belong in the recreational areas.

6. The condominium property shall be used for single family residential purposes and for no other purpose.

7. Members, their guests, and other residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at others.

II. HOMEOWNERS'S RESPONSIBILITIES TO BUILDING MAINTENANCE AND REPAIR (See Exhibit A at end of document for summarized responsibilities)

A. EXTERIOR BUILDING MAINTENANCE AND REPAIR

1. Notify Maintenance Management in writing via the Maintenance Request Form (MRF on website (watersedgetwo.com)) of all building repairs that are the responsibility of the association. No owner shall make exterior repairs without written permission of the Board of Directors after submission of an Architectural Change Request Form, which is also on the website.

2. The Board of Directors will not authorize payment for repairs unless they have approved the repair in writing.

B. INTERIOR MAINTENANCE AND REPAIR

1. Each unit owner shall maintain, repair, and replace, at his sole cost and expense all portions of his unit which may become in need.
2. Each unit owner shall further be responsible for all damage to any and all other units and/or common areas and facilities that his failure to maintain, repair and replace may engender.

III. WINTER PROCEDURES FOR UNIT AND WATER

Before you leave your unit for any extended period, please take the actions below in the order listed. Owners must ensure that a temperature of at least 60 degrees Fahrenheit be maintained in their unit throughout the cold season to prevent freezing of pipes. (Remember, when you leave, turn the thermostat to 'heat' and the temperature to 60F.

1. Turn off your electric water heater at the electric panel or adjust your gas water heater to the 'vacation' setting.
2. Turn off the water at the main valve in your condo.
3. Flush the toilets.
4. Set your thermostat to 'Heat' and set it at no less than 60 degrees Fahrenheit.
5. Open all under-sink cabinet doors, and doors to the laundry room and baths.
6. Close all exterior windows.
7. Close the fireplace damper.
8. Disconnect hoses from outside hydrants.
9. Optional: Consider turning off your icemaker to avoid wear and tear.

IV. COLLECTION POLICY AND DELINQUENT FEES

1. All Association dues are assessed annually and shall be paid annually, semi-annually, or quarterly. All Association dues must be paid on the 1st day of each quarter (January 1, April 1, July 1, and October 1).
2. The by-laws of Water's Edge II Homeowners Association empowers the Board of Directors to take whatever legal action is necessary to collect these past due fees and recover all other expenses incurred, including legal fees.
3. The following collection policy for owners that are delinquent in paying their Water's Edge II Homeowners Association dues and any fees that have been levied is designed to be easily understood by parties and easily executable. The policy is a two-stage collection effort.

4. Stage One: Any homeowner who is 15 days delinquent in paying the association dues and fees will be sent a letter from the Financial Agent reminding them of their financial responsibility. A “Late Notice” will be issued by the Financial Management Company and a fifty dollar (\$50) late fee will be assessed with this billing. Use of the recreational facility will be denied per paragraph 7 following.

5. Stage Two: Any homeowner who has not paid all dues and fees to a current status after 45 days will be issued a “Final Notice” and be turned over to a collection attorney and will be subject to all collection fees, including a \$250 administrative fee which will be assessed to cover the additional time and expense related to dealing with the delinquent account.

6. Should, for any reason, collection fail through Stage Two, then a mechanic’s lien will be placed upon the unit in the amount of the assessment for the entire year plus attorney fees and court costs. This action will be taken without further notice to the owner.

7. Use of all recreational facilities of Water’s Edge II Homeowners Association will be denied to a unit owner who is delinquent in any payment due the association until the delinquency is cleared. Scan cards will be re-activated within 5 business days after the Board has been notified by the Management Company that the owner’s delinquent account has been satisfied.

8. At any time, any homeowner involved in court proceedings for past due amounts will automatically be turned over to the attorney to file with the Court and the entire annual amount of due will be accelerated.

V. ENFORCEMENT OF REGULATIONS

Enforcement of regulations is one of the most delicate problems which the community must handle. However, in the interest of the community, enforcement becomes a matter of necessity. Therefore, unless otherwise noted above, violations of the rules and regulations will be treated as follows:

1. Owners will be issued a written notice of the violation and be given the opportunity to correct the situation. In the case of a vehicle or item in which the ownership cannot be determined, the particular item will be marked. Owners who rent their property bear the same responsibility as those ‘in residence’ owners.

2. Should the violation continue, or be repeated, a second written notice will be issued. Such notice will carry with it a hundred dollar (\$100) special assessment.

3. A third such notice will carry with it a two hundred dollar (\$200) special assessment.

4. Any and all successive notices will carry with it a five hundred dollar (\$500) special assessment and the Association attorney will be notified, and legal action shall be taken if required.

5. Special assessments levied by the Association for violations of established rules and regulations shall be a charge on the land and shall be a continuing lien against the property against which each assessment is made.

6. The cost of repairing damage to the grounds or other units caused by cars, dogs, children, or any other means is the sole responsibility of the owner and will be subjected to the same rules of enforcement as would any other problem.

WATER'S EDGE II HOMEOWNER'S ASSOCIATION			
Maintenance and Replacement Responsibility Checklist			
ITEM	HOME OWNER	ASSOCIATION	PAYMENT METHOD
Air Conditioner System	X		Homeowner
Alarm System	X		Homeowner
Appliances within the Unit	X		Homeowner
Built-In Bar/Cabinets/Bookcases	X		Homeowner
Chimneys (Duct, Flue and Cap)	X		Homeowner or Special Assess*
Closet Shelving and Fixtures	X		Homeowner
Deck, Back and Side (Balconies, Structure & Railings)	X		Homeowner or Special Assess*
			HOA Insurance for Covered Event
Deck,Front and Side (Balconies, Structure and Railings)		X	Common Expense Fund
Door Frames and Sills (Exterior)	X		Homeowner Insurance for covered event
			HOA Insurance for Covered Event
Doors (Exterior Front Storage Closet & Back Sliding	X		Homeowner or Special Assess*
			HOA Insurance for Covered Event
Downspouts/Drainpipes		X	Common Expense Fund
Dryer Vent Exterior Cap		X	Common Expense Fund
Dryer Vents	X		Homeowner or Special Assess*
Electrical from meter to interior breaker box		X	Common Expense Fund
Exterior Light Fixtures		X	Common Expense Fund
Exterior Siding		X	Common Expense Fund
Fireplace	X		Homeowner
Foundation		X	Common Expense Fund
Furnace System	X		Homeowner
Garage Door	X		Homeowner or Special Assess*
			HOA Insurance for Covered Event
Gas/Electrical (to meter)		X	Common Expense Fund
Grounds		X	Common Expense Fund
Gutters		X	Common Expense Fund
Insulation (crawlspcace)	X		Homeowner
Interior Carpet/Tile/Flooring/Ceilings	X		Homeowner
Interior Doors	X		Homeowner
Interior Light Fixtures	X		Homeowner
Interior Railings and Trim	X		Homeowner
Interior Stairs	X		Homeowner
Interior Framing and Stud Walls	X		Homeowner or Special Assess*
Interior Wallpaper/Paint	X		Homeowner
Interior Drywall	X		Homeowner
Interior Window Treatment	X		Homeowner
Kitchen Cabinets/Countertops	X		Homeowner
Personal Property of Owner	X		Homeowner
Pests (animals/bugs)	X		Homeowner or Special Assess*
Plumbing from water meter	X		Homeowner

Roofs (excluding back deck roofs)		X	Common Expense Fund
Signs and Lights		X	Common Expense Fund
Skylights	X		Homeowner or Special Assess*
			HOA Insurance for Covered Event
Storm Doors	X		Homeowner or Special Assess*
			HOA Insurance for Covered Event
Vents (Roof & Gable)		X	Common Expense Fund
Walkway/Common Decks		X	Common Expense Fund
Window Frames/Sills	X		Homeowner or Special Assess*
			HOA Insurance for Covered Event
Windows	X		Homeowner or Special Assess*
			HOA Insurance for Covered Event