

The Marsh Pointe Condominium Association Rules and Regulations for Co-Owners

Revised: August 2023
Approved by the Board of Directors

The following policies, restrictions and information are presented to help you, an owner in the Marsh Pointe, and Berkshire Hathaway Management Company to maintain Marsh Pointe in a manner consistent with the quality standards of a beautiful, serene, private, residential community for the benefit of the Co-Owners and all the persons interested in the Condominium.

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Marsh Pointe Rules and Regulations:

As owners in Marsh Pointe, we all live in a condominium structure where the grounds and the property are subject to restrictions and policies set by the Master Deed, Bylaws, and the Board of Directors. These are not a complete summary of all requirements under the Master Deed and Bylaws so you should always reference the recorded documents for a complete understanding of the terms of ownership. We suggest you take the time to read this document as it will help answer many questions regarding policies affecting you and your home.

Per Article IV. Section A. 14. The Association shall have the right to make any improvement which it wishes on any General Common Elements and make any rules and regulations regarding use of any use of the General Common Elements.

Association Board, Management Company and Communication – Article 1. 111. And IV:

The Marsh Pointe Association is governed by its owners as represented by an elected Board of Directors. You as a Co-Owner elect a Board of Directors per the terms agreed upon in the Bylaws. The Board of Directors will make Association decisions based on their understanding of the best interest of all Co-Owners. An Annual Association meeting is held each year, usually in November, to provide a Budget Review and complete the Board Elections.

The Management Company communicates with Co-Owners by phone, mail and email. Newsletters are mailed and emailed twice a year, once in the spring and one in the fall. Facebook and email blasts are also used to post updates, notices, and reminders.

Marsh Pointe Condominium Association retains Berkshire Hathaway Property Management Company as its property manager for the purposes of facilitating services on behalf of the Association pertaining to grounds, buildings, maintenance, communication and financial care.

Please contact the management company at:

**Berkshire Hathaway Property Management Company
6312 Stadium Drive
Kalamazoo, MI 49009**

Maintenance service can be contacted at:

**Lindsay Flynn – (269) 488-0133 or lindsayflynn@bhhsmi.com
Diane Bornhorst – (269) 488-0161 or dianebornhorst@gmail.com
marshpointecondoassociation@gmail.com**

You are invited to visit our Community Website at:
www.marshpointecondominiumassociation.com

The website has all Association Master Deed, Bylaws, Rules and Regulations, important forms and documents, past minutes, past newsletters, past financials, etc.

Like us on Facebook at: **<https://www.facebook.com/MarshPointeCondoAssociation/>**

If you would like to address the Board or have a topic you would like discussed at a Board Meeting, please submit a request in advance to Berkshire Hathaway to be added to the agenda. The Board may not hear Owners who do not make an advance request. The agenda is set in advance and out of respect for the Board and their time, the Board would appreciate your understanding.

In case of fire call 911. Contact the management office at 269-615-0723 immediately after you have safely exited the building.

Common Elements – Article IV: Section 13:

The common elements consist of those areas that are accessible to all Co-Owners and are the responsibility of the Association to care for per the Master Deed and Bylaws. This includes but is not limited to the building hallways and stairs, exterior grounds, sidewalks, parking lots, etc.

- The common area and elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind.
- The common elements shall not be used in any way for drying clothing or other fabrics, airing of the condo unit or completing home projects.
- In general, no activity shall be carried on, nor condition maintained by a Co-Owner, either in their Unit or in the common elements, which spoils the appearance of the condominium and/or Association. There is no smoking in the hallways.
- Sidewalks, yards, landscaped areas, driveways, roads, parking areas, entries and hallways shall not be obstructed in any way by residents or guests and shall be used only for purposes for which they are reasonably and obviously intended.
- No bicycles, vehicles, BBQ grills, chairs may be left unattended on or about the common elements.
- The Association is not responsible for any theft of personal items left on the property.
- Walkways and lawns are for pedestrian use only. No bicycles, rollerblades, skateboards, roller skates, scooters, motorized vehicles, trucks, moving vans, cars or delivery vehicles may be used in these areas for any reason.
- Live Christmas trees are not recommended due to fire safety & cannot be disposed of on site.

Signs, Advertising and Decorations – Exhibit 1. Section 13:

Co-Owners are permitted to place the following items in the common area building hallways:

- Benches
- Door wreaths
- Door knockers
- Door mats
- Seasonal or appropriate decorations

The following limitations must be followed:

- Any personal items must be confined to an area not to exceed 4 feet on either side of the Unit door and must not exceed 18 inches of depth.
- There must be a minimum required egress width of at least 36 inches to allow clear passage of the hallway and stairs.
- No personal property can be within 3 feet of the fire extinguishers.

The Association Board has the authority to request any Co-Owner to remove any items they do not deem appropriate or within the limitations.

Any Co-Owner must obtain permission from the Association Board if they wish to place something in the hallways other than the approved items above.

The Association is not responsible for any stolen or damaged personal property in the common areas.

No signs (including “For Sale/Rent” signs), illumination, advertisement, flags, notice or other lettering or equipment shall be exhibited, inscribed, painted, affixed, or exposed by any resident on or at any window, door or on any part of the residents’ unit, car or in the common areas.

Welcome signs are the only type of sign allowed. The only types of flags that will be allowed are the current flag of the United States of America which displays 50 stars, sports teams or seasonal displaying a holiday or general season. The Association Board has the right to request removal of any welcome sign or flag if they do not feel it is appropriate or if there are too many on display.

All holiday decorations must be removed promptly after the holiday. No decorations are allowed beyond the personal patio/balcony of each resident so the lawn can be maintained as needed by the Association’s contractor. All decorations must comply with the requirements of the Rules and Regulations.

Insurance – Article IX. Sections 1-4:

The Association maintains insurance on all building structures and garage. The Association is only responsible for exterior elements of each structure and common areas which include interior hallways. A copy of the Association’s Master Insurance Policy is available on the website. Each owner is required to carry his or her own condominium/homeowner’s policy, including the patio slab or balcony. The coverage should cover from “studs in.”

If you have a rental unit you are required to have a provision in your Lease Agreement requiring the Tenant to carry Renter’s Insurance.

Damage – Article IV. Section E:

Each owner shall maintain their condominium and any limited common elements for which they have maintenance responsibility in a safe, clean and sanitary condition. Each owner shall also use due care to avoid damaging any of the common elements including, but not limited to the trees/landscaping, garages, water, gas, plumbing, electrical or other utility conduits and systems and any other elements which may affect any other condo. Each owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements.

Property Maintenance – Article IV. A-D:

It is the responsibility of each Co-Owner to notify the management company of any necessary common area maintenance and/or repairs in a timely fashion so the property can be well maintained.

Any interior repair needed would be the responsibility of the Co-Owner and would be done by hiring an outside contractor. The Management company is available to refer a variety of contractors for any service. Co-Owners may use any licensed contractors to complete repairs. Co-Owner would be billed directly by the contractor for services.

Any contractor while working on site that might need to use common space to complete their work or place materials will need to get advance permission from the Association Board. All work will need to be completed in a timely manner as agreed upon by the Association Board. The contractor or hiring Co-Owner will be responsible for ensuring the common area is returned to its original condition once the work is complete.

No Co-Owner may repair or replace any such item on the property and bill the Association for it after the fact. The Association must provide advanced written approval of any expense the Association may be requested to cover.

Alterations and Improvements (Interior & Exterior) – Article IV. Section F:

A Co-Owner shall not make alterations in exterior appearance, structural modifications (including interior walls through or which there exist easements for support or utilities), or changes in any of the common elements, limited or general, without the advanced express written approval of the Board of Directors. This includes exterior painting, the erection of antennas, lights, aerials, awnings, doors, windows or shutters or other exterior attachments, decorations, or modifications.

Any replacement of windows must be approved by the Board of Directors and any new windows or doors must match what is currently on site.

Owners may not damage or make modifications or attachments to common element walls between units, which in any way impairs sound conditioning provisions. The Board of Directors may approve only such modifications as does not impair the soundness, safety, utility or appearance of the condominium.

Each current Board has the prerogative to make these decisions, as they deem best. To avoid added expense or complications, please do not make any changes without first obtaining the necessary Board approval.

Requests should be in writing and may be delivered to the Management Company.

Late Payment Fees, Violation Fines and Payment Allocations – Article 11. Section 1-10:

Monthly dues are submitted to Berkshire Hathaway Property Management Company by the first day of the month.

Current Association Dues are \$275 and should be mailed payable to:

**Berkshire Hathaway Property Management Company
6312 Stadium Drive
Kalamazoo, MI 49009**

After the 10th of each month, any association dues unpaid will be charged a \$25 late fee. Late fees will be charged monthly until any balance is paid in full.

Payments made to the Association will be applied to the balance owed in the following order of priority: 1st – Fines or Fees; 2nd – Damages or repairs; 3rd – Past due Association Fees; 4th – Current Association Fees due.

Co-Owners will be provided with a coupon booklet from the Moors Association of Portage on a yearly basis to pay a quarterly fee. This fee is separate of the Marsh Pointe Association fees. If you have any questions or concerns, please contact 633 Group at (269) 329-0366.

If a violation of the Marsh Pointe Rules and Regulations occurs, the following procedures will be followed:

1. Management's first step is to call/email the owner to provide notice of the violation and request correction. This would occur if a Board Member or the Management Company directly sees the problem or if two separate residents call or write regarding the issue.
2. Second occurrence, a formal written letter of violation will be sent to the Co-Owner to correct the problem and a \$50 Fine will be charged.
3. Third occurrence, a second written letter of violation along with a \$100 Fine will be sent to the Co-Owner.
4. Fourth occurrence, a third written letter of violation along with a \$150 Fine will be sent to the Co-Owner.
5. Upon the 5th complaint, the Board of Directors will pursue options to forcibly remove the issue of violation or legal action to enforce compliance.

Fines will continue to be assessed monthly until remedied. Fines will become part of the association dues and can be subject to a lien and potential fineable issues.

Access – Article XI. Section 1:

The Association, or its duly authorized agents, shall have access to each condominium during reasonable working hours, upon notice to the owner as may be necessary for the maintenance, repair or replacement of any of the general common elements. The Association or its agents shall also have access to each condominium at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another condominium.

It is recommended that all Co-Owners provide the Management Company with an emergency contact that would have access to your unit when you are not available to provide access to your unit in the event there is an emergency.

Mailbox keys and garage door keys are the responsibility of the Co-Owners. If a new key or lock is needed, each Co-Owner would need to contact a locksmith directly.

Garage doors and openers are also the responsibility of the Co-Owners.

Pets at Marsh Pointe – Exhibit 1. Section 15:

In addition to Section 15 of Exhibit 1 of the Condominium Bylaws the following rules and regulations have been established for Pets on the property:

- Any Resident who has a pet must complete a Pet Registration Form and receive approval from the Marsh Pointe Condominium Executive Board or their Agent.
- The following registration requirements must be completed:
 - Pay an initial registration fee of \$25.00 (per dog) payable to Berkshire Hathaway.
 - Pay a maintenance fee (per dog) of \$25.00 (total per year) payable to Berkshire Hathaway.
 - Pay a fine of \$50 per month for any dog that has not been registered with the Marsh Pointe Condominium Association.
 - A color photo of each dog and/or cat will be provided with this registration.
 - A copy of the dog's and/or cat's rabies certificate will be provided with this registration.
- Only two (2) pets per Unit shall be allowed. The maximum weight limit is 30 lbs. per adult pet.
- The following breeds (including mix breeds) are not permitted: Pit Bulls or Staffordshire Terriers, Rottweiler, German Shepherds, Husky, Malamute, Doberman Pinscher, Chow, Great Dane, St. Bernard, Wolf Mix, Mastiff, Shar-Pei.
- Service Animals must be registered through the State of Michigan and all documentation must be provided to the Association
- All dogs must be on a leash by the Owner/Resident when in common areas or on the exterior of the Unit.
- All Residents should ensure their pets do not go onto any other Co-Owners patio. The grounds are ample and respect should be given to all neighbors.
- The pet(s) may not cause any damage to the premises, nor may the pet(s) cause any discomfort, annoyance or nuisance to any other resident or their guests.
- Any pets kept in the condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions.
- The Owner or Resident shall be fully responsible for any damages, costs, expenses or liabilities, of any nature, including all injuries and property damage (interior and exterior), caused by the Owner, Owner's Guest or resident's pets.
- Owner or Resident is responsible for cleaning up their dogs' waste immediately from the grounds.
- Co-owners are responsible for the pets of guests who visit their unit; such pets are subject to the same restrictions as Resident pets. No pet(s) of guests can stay in the unit for more than 14 days (consecutive or staggered) in any one-year period without completing a Pet Registration Form.
- No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on the premises except for dogs and indoor house cats, provided that they are not kept, bred or maintained for any commercial purpose. No breeding of animals is allowed at any time.
- Any violations of the Rules & Regulations can be grounds for the following fines:
 - First Offense – Warning

- Second Offense - \$50 fine
- Third Offense - \$100 fine
- Fourth Offense - \$150 fine
- Fifth Offense – Removal of pet
- If the Resident fails to pay any fees or fines that have been issued all payments made to the association will be applied to the balance owed in the following order of priority: 1st – Fines; 2nd – Damages or repairs; 3rd – Past due Association Fees; 4th – Current Association Fees due.

Condominium Usage, Selling & Leasing Information – Exhibit 1. Sections 5-8:

Per the Sixth Amendment approved in May 2023, any Co-Owner who wishes to rent their condominium unit must have first been a resident of the Association for no less than twelve (12) months since the date of purchase. Additionally, No Co-Owner can own more than one (1) condominium unit within the Association that is not deemed their principal residence.

In addition to the Restrictions for the Marsh Pointe Condominiums under Exhibit 1 of the Condominium By-laws for the Marsh Pointe Condominium – Section 5 through Section 8 the following rules and regulations have been established when a Co-Owner rents their Unit to a Tenant or Transferee:

- Co-Owner must complete the required Notice of Intent to Lease Form.
- The Marsh Pointe Owner must use tenant application provided by Berkshire Hathaway HomeServices.
- The Marsh Pointe Owner agrees that all Tenant applications will be screened through Berkshire Hathaway HomeServices by On-Site.
- The Marsh Pointe Owner must use State of Michigan lease agreement and addendums provided by Berkshire Hathaway HomeServices.
- The Prospective Tenant must pay an application fee in the amount of \$25/per applicant payable to Berkshire Hathaway.
- The Marsh Pointe Owner must submit a Rental Registration Fee in the amount of \$200 payable to Berkshire Hathaway. The Rental will be managed monthly by Berkshire Hathaway at a management fee of 5% the gross rent. If the Owner requires marketing and leasing services there is an additional fee equal to one month's rent.
- The Marsh Pointe Owner agrees that the Board of Directors of The Marsh Pointe Condominium Association must provide written approval of the rental application before any new Tenant can execute a lease agreement or move into the property.
- The Marsh Pointe Owner agrees that upon three violations of any lease agreement with any Tenant, the Board will require the Owner to provide their Tenant with a 30-Day Notice to Quit at which point the Owner will comply.
- No tenant shall be permitted to occupy except under a lease, the initial term of which is at least one (1) year, unless specifically approved in writing by the Association. No short-term, vacation, VRBO, or Airbnb rentals are allowed.
- No rooms in a condominium unit may be rented, only the entire unit.

- The condominium and common elements shall be used only for purposes consistent with the use of single-family residences and not for purposes of business.

If you are planning to sell your condominium unit, you are required to complete the *Intent To Sell* form which is available on the Association's website. This form requires that the Buyer provide specific information before the sale is finalized. This form must be completed for all sale transactions before the transaction is closed.

The Buy In Fee for any transfer of ownership is 2% of the sale price of the unit.

Garbage and Recycling:

Any issues with trash collection should be brought to the attention to the management company. No owner should call the refuse company directly to seek resolution.

There are two sets of common trash and recycling dumpsters on the property located on the East and West sides of the property on the South end of the property behind the garages. Trash is collected weekly. Recycling is collected bi-weekly.

The garbage dumpsters should be used only for trash disposal and all trash must be placed inside the dumpster. There is no onsite disposal allowed for the following items: large items that take up ample space, auto parts, construction material, hazardous waste and anything else the Board deems to be inappropriate or in violation of the items allowed by the refuse provider.

The recycling dumpsters must be used for approved recycling materials only: (i.e. newspaper, broken down cardboard boxes, plastic, glass, cans, etc.). **ALL BOXES MUST BE BROKEN DOWN.**

Neither trash or recycling materials are allowed to be left outside of any door, on any patio or balcony, by or behind any garage, on the property or grounds or next to any dumpster.

There are flyers of information on the website with information regarding appropriate recycling use and how to dispose of hazardous materials.

If you have large items to dispose of you could either:

- Donate: Call NuWay Thrift Store for free pick up: (269) 343-7108
- Dispose: Best Way Disposal Kalamazoo, 2314 Miller Rd., Kalamazoo 49001 – (800) 950-5519

All Co-Owners should do their part to maintain the grounds. Do not dispose of cigarette butts on the property, pick up trash as they see it and dispose of all waste, including pet waste, appropriately.

Landscaping - Exhibit 1. Section 18:

Co-owners shall not perform any landscaping, plant any trees, shrubs or flowers, or place any ornamental materials upon the common elements, unless approved by the Association Board in writing.

Co-Owners are not allowed to dig in, dispose or make any changes to the marsh area.

Co-owners may keep potted plants and flowers on individual patios or balconies.

All landscaping is a vital and valuable part of the Marsh Pointe community, and any Co-Owner shall pay for all damages caused by the resident or any guest.

Patios and Balcony – Exhibit 1. Section 11 & 2nd Amendment Section 5:

- Patios and balconies care and repair is the responsibility of each Co-Owner. The appearance should be consistent with what is current and consistent throughout the Association. Board approval is necessary for any specific alteration.
- No activities may be conducted upon any patio/balcony inconsistent with traditional patio use.
- Only furniture and equipment consistent with ordinary patio use shall be permitted on the residents' patio. No unsightly, inappropriate, or damaged items are allowed.
- The resident is to maintain an attractive patio appearance consistent with the Condominium restrictions.
- No seed bird feeders, corn or suet, feeding of animals or birds is allowed on the property. Only hummingbird feeders are allowed. Bird baths are not allowed on the property.
- Co-Owners should not dump anything from their balconies out of respect for the units below. Washing of the patio should be done with notice to the Units below.
- Co-owners shall not store or operate grills or any open flame devices on decks, balconies, or within 10 feet of combustible construction. Grills or other open flame cooking devices fueled by Liquefied Petroleum Gas ("LP-gas") may be operated and stored on balconies, decks, or within 10 feet of combustible construction if the LP-gas container which fuels the device has a water capacity not greater than 2.5 lbs. (nominal 1 lb. (.0454 kg) LP-gas capacity). No venue heaters are allowed on patios or balconies.

Noise and Activities – Exhibit 1. Section 9 - 20:

No immoral, improper, unlawful or offensive activity shall be carried on in any condominium or upon the common elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-Owners of the Association, nor shall any unreasonable noisy activity be carried on in or on the common elements.

This includes but is not limited to: illicit drug distribution, unlawful use of firearms, fireworks, loud auto exhausts and stereos, wind chimes, television and stereo/radio, and personal communications.

No owner or guest shall use, or permit the use of, any firearms, air rifles, pellet guns, B-B guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium property.

No bonfires are allowed on the property.

Loud parties and excessive noise are not permitted on the property.

Quiet hours are 9:00 P.M. to 8:00 A.M. Sunday through Thursday and 10:00 pm to 8:00 A.M. Friday and Saturday nights. Nothing shall be done by a resident in or around any building which will interfere with the rights, health, safety, peaceful enjoyment, or comfort or convenience of other residents.

No musical instrument, radio, television, or stereo shall be operated and no cooking equipment shall be used in a manner disturbing or annoying to other residents.

Parking and Vehicles - Exhibit 1. Section 12:

- All vehicles must be licensed and operable to be parked at Marsh Pointe. No area within the Association may be used to park any unlicensed and/or inoperable vehicles or any other motorized or self-propelled equipment or thing except for passenger cars or trucks, which shall be parked only within designated parking areas, or within the unit garages. Violators will be towed and are subject to towing and storage fees.
- All recreational vehicles or equipment, including, but not limited to, mopeds, mobile homes, bicycles, motorcycles, all-terrain vehicles, off road vehicles, snowmobiles, travel trailers, pick-up covers, pick-up coach campers, motorized homes, tent trailers, tent campers, boats, boat trailers, snow mobile carriers, may only be parked temporarily or otherwise, on the premises if the same is parked inside the unit garage on the premises and out of view.
- No vehicles or motorized machines of any kind are allowed on the grass.
- Commercial vehicles, cab trucks, semis, short trucks, delivery trucks, and taxis shall not be parked in or about the Condominium at any time unless while making deliveries or pickups in the normal course of business. Contractors should not park in front of the buildings to save priority parking for the Co-Owners.
- No vehicle shall be operated in excess of 7 mph, or in a reckless or dangerous manner in the Marsh Pointe parking lot.

Satellite Dishes:

No satellite dishes are allowed to be installed or used on the property at any time.