



TOWER HARBOR CONDOMINIUM RULES & REGULATIONS

**Community Safety and Security for
Co-Owners, Guests, and Renters**

RULES AND REGULATIONS FOR:

PART 1: ALL CO-OWNERS

PART 2: LEASING UNITS

PART 3: ASSESSMENT OF FINES FOR ALL CO-OWNERS

Approved by the THCA Board of Directors on December 12, 2022
Rules & Regulations (R-1) in effect January 1, 2023

PART 1
TOWER HARBOR CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS FOR CO-OWNERS

PART 1: INTRODUCTION

Section 1 contains Rules and Regulations specifically for Co-Owners – whether full-time residents, part-time residents, or those renting their units. They were written with the intent of providing important information regarding our association and making it an enjoyable place for all to live.

Our Master Deed and Bylaws were originally written in 1985, and have been amended five times since then. In reality, they are challenging for co-owners to read and understand. The purpose of *Part 1: Rules and Regulations* is to share the basic tenants of our Master Deed and Bylaws in language that is clearly understandable for all co-owners, and enforceable by the Association.

In accordance with the Master Deed and Bylaws of the Tower Harbor Condominium Association [Article I, Section 4, Sub-section (a.)8], the following Rules and Regulations governing our community have been developed.

Wherever in these Rules and Regulations reference is made to “Unit Owner,” such term shall apply to the owner of the unit and/or co-owner. When reference is made to “Association”, such reference shall include the Association, Board of Directors, and the management company which is acting on behalf of the Association.

The Rules and Regulations outlined in this document explain the policies and guidelines established by the Board of Directors of Tower Harbor Condominium Association to help protect and provide a congenial environment for our community. It is the responsibility of each resident to cooperate and adhere to the rules of the Association.

Residents are encouraged to report violations of these rules to the management company.

These Rules and Regulations do not replace the Bylaws, which the Association uses as its primary governing document. Both documents are in force. In case of conflict between the wording of these documents, the Bylaws will take precedence.

TOWER HARBOR CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS FOR CO-OWNERS

Section 1: Use and Occupancy Restrictions

- 1.1 Unit is used only as a single-family residence [Article VII]
- 1.2 Units may be offered as short-term rentals (any rental less than 31+ days); however, owners and their rental guests will be governed by an additional set of Rules and Regulations Regarding Leasing (attached) approved by the Board of Directors.
- 1.3 No illegal, improper, or offensive activity may occur in any unit or upon the common elements (limited or general), nor will any activity that becomes an annoyance or a nuisance be allowed. [Article VII, Section 4]
- 1.4 Individual garages located on Mariner's Cove may be sold only to current or incoming new THCA co-owners. (Article I, 1993 Amendment of Master Deed)

Section 2: Monthly Assessments

The Board of Directors establishes a reasonable and prudent operating budget for each year (July 1- June 30), and sets monthly assessments of each Tower Harbor Condominium unit accordingly [Article I, Section 3]. The monthly assessment also includes an amount for a reserve fund for handling emergency and future major improvement costs. These costs are re-evaluated annually.

Utilities (electricity, gas, water, cable/internet, recycling) are the responsibility of individual co-owners. Trash pick-up is contracted by THCA.

- 2.1 At Tower Harbor Condominium Association, all units are equally assessed. This was written into our Bylaws in 1985, and can only be changed by an amendment to our Master Deed and requires unanimous consent of all co-owners. [Article V, Section B.]
- 2.2 Monthly assessments are due the 1st of every month. Automatic deduction is available through our management company, and is the preferred method of payment. You may also pay by check (payable to Tower Harbor Condominium Association) and either mail or drop off at the management company.
- 2.3 Checks received after the 15th of the months will be assessed a \$25.00 late fee
- 2.4 Returned checks for non-sufficient funds will be assessed at bank rates.

Section 3: Board-Levied Assessments and Special Assessments

Board-Levied Assessments: As our property ages, it may become necessary for the Board of Directors to vote a Board-Levied Assessment to meet important Association needs. Per our Bylaws [Article II, Section 3(b)], the Tower Harbor Condominium Association Board of Directors 'at any time and in their sole discretion' may levy assessments.

- To pay the costs of operation and management when the assessments levied are or may prove to be insufficient
- To replace existing common elements
- To provide additions to common elements, when the cost does not exceed \$1,000 annually
- To increase, in emergencies, the general assessments

The amount of these Board-Levied Assessments may not exceed \$1,000 without a 60% vote of all co-owners, unless there is an emergency.

Special Assessments: Per our Bylaws [Article II, Section 3(c)] amounts may be specifically assessed, upon vote of 60% of all co-owners for the following:

- Capital improvements which exceed \$1,000 per unit in annual cost
- Any other appropriate purpose

3.1 Unless there is an emergency need, the Board of Directors may allow these Board-Levied or Special Assessments to be paid in installments over a period of months.

3.2 When installments over a period of months is offered, it is expected that co-owners will either pay the Board-Levied or Special Assessment in full, or make regular partial payments each month. If no partial payments are made, a warning letter will be sent by our management company requesting payment in full.

3.3 The final due date of any Special Assessment will always fall on the first of a month. Any payment received after the 15th of that month will be assessed a \$25 late fee.

3.4 Returned checks for non-sufficient funds will be assessed at bank rates.

Section 4: Annual Meeting [Article 1, Section 2 (e)]

4.1 The THCA Annual Meeting will be held in the month of June, at the discretion of the Board of Directors.

4.2 Preference is for in-person meetings held in Douglas; however, this meeting may be held via other technology in an emergency situation.

4.3 Votes on any issues at hand or votes for those running for the Board of Directors may be made in person or by duly-signed proxy

4.4 The presence of 35% of co-owners is needed to constitute a quorum for any votes cast.

Section 5: Board of Directors [Article 1, Section 4]

5.1 Board of Directors is comprised of seven (7) co-owner volunteers who serve 3-year terms in rotation. There are no term limits.

5.2 Officers are President, Treasurer, and Secretary. There are four At-Large members.

5.3 Any co-owner may run for an open position on the Board of Directors at the Annual Meeting in June.

5.4 There is always a goal to have co-owners' representation on the Board of Directors from each of the three areas of our Association: Harbor Court, Hamilton, and Mariner's Cove.

5.5 Secretary of the Board will submit minutes from every Board of Directors meeting in a timely fashion. Past and current minutes from regular Board of Directors meetings, as well as past Annual Meetings are always available at our THCA website:

- Web address: towerharborcondo.com
- Homeowner password: tower@harbor

Section 6: Exterior [Article VII, Sections 3, 6, 7, 8, 9, 10]

6.1 No co-owner may make permanent alterations in exterior appearance or structural modifications without written approval of the Board of Directors.

6.2 Common elements (sidewalks, yards, landscaped areas, driveways, roads, and parking areas may not be obstructed or used for purposes other than for which they are reasonably and obviously intended.

6.3 Outside trim painting is maintained by the Association on a scheduled basis.

6.4 Co-owners may not permanently attach anything to the exterior walls and/or roofs of the unit without written permission of the Board of Directors. For example: awnings, canopies, shutters, antennas, satellite dishes or lights.

6.5 Exterior lighting bulbs are not to be changed by owners. Exterior bulbs are specifically suited for the fixtures and must not be changed by co-owners. Owner should report any bulb outages to the management company.

6.6 No signs or other advertising devices shall be displayed which are visible from the exterior of a unit or on the common elements, including 'For Sale' signs.

6.7 U.S. flags may be displayed

Section 7: Landscaping

7.1 Landscaping, i.e., tree and shrub installation, weeding, and tree pruning - is the responsibility of the Association. No owner may add any trees or shrubs without approval of the Board of Directors. [Article VII, Section 13]

7.2 Co-owners may place decorative flowers or plants on porches, patios, and unit door areas without Association approval.

7.3 If an owner has a specific landscaping request, the Board of Directors will add that request to others received by the community, and then address them all at the same time.

7.4 If an owner has a landscaping plan they would like to implement at their own expense, approval of the Board of Directors is required.

- 7.5 Please disconnect garden hoses on the outside of your unit by November 1st to prevent pipes from freezing
- 7.6 If you notice a broken sprinkler head or uneven sprinkling, please notify the management company.

Section 8: Motor Vehicles/Non-Motor Vehicles/Parking [Article VII, Section 8]

- 8.1 No recreational vehicles or vehicles other than cars, minivans, or pick-up trucks may be visibly parked or stored on condo premises. No other vehicles are allowed to be stored outside overnight on the condo grounds, including house trailers, motor scooters, boats/boat trailers, jet skis, or snowmobiles.
- 8.2 No vehicle may be parked as to impede or prevent ready access to fire lanes, garages or driveways.
- 8.3 Parking on Mariner's Cove is restricted to owners and their personal and/or rental guests.
- Each unit will be issued two vehicle stickers and five guest hangtags
 - Owners' cars must bear a numbered sticker on the street-facing side of the rear-view mirror.
 - Guests' cars must display a 'guest' hang tag from the rear-view mirror.
 - If untagged cars are found, a warning sticker will be applied to the window, and the license plate will be recorded. Should that vehicle be found parked a second time without owner or guest tag, the car will be towed at the car owner's expense.

**Towed cars will be taken to John's Auto Service, Inc. in Fennville
(269-561-4681)**

Section 9: Decks and Patios

- 9.1 All decks, balconies and patios are the responsibility of the co-owner, including maintenance, repair, painting, and replacement. [Article IV, Section C(1)]
- 9.2 No unsightly condition is allowed on any patio or deck, including the draping of towels, blankets or clothing on railings. [Article VII, Section 14]

Section 10: Pets [Article VII, Section 5]

- 10.1 **Only co-owners may keep domesticated pets** (cats, dogs and birds). No exotic pets are allowed.
- 10.2 NOTE: Units offered for short-term rentals (less than 31+ days) may not allow pets. See Rules and Regulations Regarding Leasing.
- 10.3 All owner's pets will be leashed at all time. No animal is allowed to run loose on Association property.
- 10.4 Pets that cause disturbances, such as habitual barking, yelping, or howling are considered a nuisance and are subject to the City of the Village of Douglas Ordinances, as well as

Association rules. Such pets may not be a good fit for condo living, and are subject to fines for repeated noise violations.

**FOR ANY PET BARKING INCESSANTLY OR BARKING DURING QUIET HOURS (11:00 PM TO 8:00 AM), THE ASSOCIATION RECOMMENDS CONTACTING:
ALLEGAN NON-EMERGENCY #: 269-673-3899**

Section 11: Safety and Community

- 11.1** Smoking on outside deck areas must be respectful of neighbors. Cigarette butts are not to be dropped in common areas.
- 11.2** No open flame grilling, open firepits, or recreational fires of any type are permitted on the grassy areas of the Association common elements.
- 11.3** Fireworks of any type are NOT permitted on Association property.
- 11.4** No co-owner may use or permit the use by any guest of any firearms, air rifles, pellet guns, B-B guns, bows and arrows or other similar dangerous weapons anywhere on the premises. [Article VII, Section 9]
- 11.5** Noise courtesy is expected at all times.

- Quiet time is between 11:00 PM and 8:00 AM every day of the week.

**WHEN NEIGHBORS VIOLATE QUIET TIME, ASSOCIATION
RECOMMENDS THAT OWNER CALL THE DOUGLAS POLICE:**

269-857-4339

Section 12: No THCA Pool

- 12.1** THCA does not own, operate, or have an agreement regarding use of a swimming pool. Only members of Safe Harbor Tower Marina are allowed to use the swimming pool located on their property.

Section 13: Trash Disposal

- 13.1** At time of this writing, trash pick-up by Republic is every Monday morning.
- 13.2** Harbor Court and Hamilton:
 - Individual trash receptacles are to be stored inside garage until Sunday evening, and then returned to garage by Monday afternoon following pick up
- 13.3** Mariner's Cove:
 - All garbage/trash must be placed in sealed/tied garbage bags and placed inside the large dumpster on the garage side of the street
 - No large items are to be left outside the dumpster

Section 14: Miscellaneous

- 14.1** Garage sales and/or estate sales are permitted after approved by THCA Board of Directors. When holding a garage sale or estate sale, please be sure streets or driveways are not blocking traffic.
- 14.2** The Association hires outside licensed contractors to trap skunks, muskrats, moles, and fox when necessary. All insects and bugs, i.e., wasps, bees, that require spraying and/or removal is at owner expense.
- 14.3** Please do not feed the geese or ducks, as recommended by the DNR.

Section 15: Selling your unit

Please notify our management company when placing your unit ‘For Sale’ and again when your unit is sold.

Section 16: Enforcement of Rules and Regulations

(Refer to Rules and Regulations Regarding the Assessment of Fines – Section 3 of this document.)

The Board of Directors, after a notice, may levy fines for violations of these Rules and Regulations.

- 16.1** Fines will be issued after the co-owner has been given one written notice, and a reasonable amount of time to correct the offense, as will be outlined in the written notice.
- First violation – warning with no fine.
 - Second violation after the warning, the fine will be \$100.
 - Third violation, \$200
 - Fourth and all subsequent violations, \$500.
- 16.2** All fines duly assessed will be considered special assessments to be collected in the same manner as outlined in the Bylaws.
- 16.3** There will be opportunity for the co-owner to have a hearing before the Board of Directors, as outlined in the Rules and Regulations Regarding the Assessment of Fines.

Section 17: General

- 17.1** These Rules and Regulations may be modified from time to time by the Board of Directors.
- 17.2** If there is ever an inconsistency between these Rules and Regulations and the Condominium Documents, the terms and conditions of the Condominium documents will take precedence.

PART 2

TOWER HARBOR CONDOMINIUM ASSOCIATION RULES AND REGULATIONS REGARDING LEASING

INTRODUCTION

When our original Master Deed and Bylaws were written in 1985, there were no internet or online rentals – in fact, there was no internet at all. At that time, most rentals were for a full week, and handled through a local realtor who provided a local contact. Times have changed, and an increase in the number or rental units in our community called for improved oversight by the Association – for the safety and security of all residents.

In Summer 2021, a survey was sent to all co-owners regarding individual opinions regarding short-term rentals at Tower Harbor Condominiums. (Short-Term Rentals, as defined by the City of the Village of Douglas is anything less than 31+ days.) The result of that survey (with 49 participants) indicated that 73% of owners supported some sort of improved oversight of short-term rentals in our community.

After consultation with an attorney, the Board of Directors voted to support the development of Rules and Regulations Regarding Leasing, in lieu of an amendment to the Master Deed and Bylaws.

These Rules and Regulations Regarding Leasing, while not in our original Bylaws, were approved by THCA Board of Directors, and will be enforced as stated below, as will Part 3 be enforced. (Rules and Regulations Regarding the Assessment of Fines.)

Under the authority provided by Article I, Section 4(a)(8) of the Condominium Bylaws of the Tower Harbor Condominium Association (“**Association**”), and Section 106 of the Michigan Condominium Act, being MCL 559.206, the Board of Directors (“**Board**”) of the Association adopts the following Rules and Regulations Regarding the leasing of any Unit (“**Rules and Regulations**”). The Board acknowledges that the enforcement of the terms and conditions of the Bylaws of the Association (collectively, the “**Condominium Documents**”) protects the interests of all of the Co-owners of the Association.

Section 1. Notice to Association.

- 1.1** As provided in Article VII, Section (2) of the Condominium Bylaws of the Association (“**Bylaws**”), a co-owner seeking to lease his or her unit shall disclose that fact in writing to the Association of Co-Owners at least twenty-one (21) days before leasing the unit and shall supply the Association of Co-Owners with a copy of the exact lease. The following information shall be provided at least 21 days before the Unit is first occupied in any calendar year:
- a. A copy of the exact lease form being used. In the event any changes to the lease form are made between the time the form was provided and the time the tenant takes occupancy, then a copy of the revised lease as signed by the

parties shall be provided to the Association before the tenant takes occupancy.

- b. A copy of a rental certificate from the City of the Village of Douglas allowing the unit to be used for rental purposes, if such certificate is required by the City, including an approved inspection report by the Saugatuck Township Fire District if required.
- c. The name and local contact for the person managing the property on behalf of the co-owner, if managed by someone other than the co-owner.
- d. The URL address of any website that will be used to market the property for availability.
- e. A copy of any online or printed marketing materials that have been, or will be used to market the unit for lease.
- f. The application fee, if any, required by the Association's property manager to review such materials.
- g. Acknowledgement by owner that a copy of 'Tower Harbor Rules for Renters' has been framed and prominently displayed either on a wall or shelf or counter, and further that a printed copy of Tower Harbor Condominium Rules and Regulations is also available in each unit for all tenants to review.

1.2 The following information must be provided to the Association before the date a tenant occupies a unit being leased:

- a. The names and mailing address for any occupants of the Unit;
- b. Phone number(s) for all tenant(s);
- c. For each car that will be used by the tenants or their guests, the make, model, color and license plate number and state of issuance for each such car.

1.3 Rental units must comply with the STFD Inspection requirements which is mandatory as part of the process to obtain the City of the Village of Douglas Short-Term Rental Certification, and shall not do anything to their unit that puts them out of compliance with their certification.

1.4 **Mariner's Cove Parking Policy:** Rental guest vehicles parking staying on Mariner's Cove must display a guest hangtag from the rear-view mirror at all times. Each Mariner's Cove unit is supplied with five guest hang tags. **It is the responsibility of the rental unit owner to explain this parking policy to all rental guests.**

If untagged cars are found, a warning sticker will be applied to the window, and the license plate will be recorded. Should that vehicle be found parked a second time without a guest tag, the car will be towed at the car owner's expense.

Any rental unit co-owner who requests a replacement hangtag will be charged a \$25 fee

**Towed cars will be taken to John's Auto Service, Inc. in Fennville
(269-561-4681)**

Section 2. Leasing Requirements.

- 2.1** The person or persons signing the lease for the unit shall be 25 years of age or older.
- 2.2** Tenants and their guests shall **not** bring any pets or animals onto the Condominium or into a Unit. Official, identified service animals must be registered with the Association in advance of arrival.
- 2.3** Tenants must comply with the Tower Harbor 'Rules for Renters', the Tower Harbor Condominium Rules and Regulations, the Master Deed and Condominium Bylaws and all state and local ordinances and laws.
- 2.4** The number of tenants and their guests shall not exceed the occupancy limits of the City of the Village of Douglas applicable to such Unit.
- 2.5** Tenants and their guests shall not use the Safe Harbor Tower Marine swimming pool unless they have separate permission from the Marina operator to do so.
- 2.6** Unit owners shall be responsible for all actions by their Tenants, and subject to fines and penalties for any violations of the Condominium Documents by Tenants or their guests.

Upon appearance by the Owner before the Board and presentation of evidence of defense, or, in the event of the Owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. General.

- 3.1** These Rules and Regulations may be modified from time to time by the Board. If there is ever an inconsistency between these Rules and Regulations and the Condominium Documents, the terms and conditions of the Condominium Documents shall control.
- 3.2** All other enforcement provisions provided for in the Condominium Documents shall continue in full force in effect.
- 3.3** Capitalized terms not defined in these Rules and Regulations shall have the respective meanings set forth in the Condominium Documents.

PART 3

TOWER HARBOR CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS REGARDING THE ASSESSMENT OF FINES

FOR ALL CO-OWNERS

Under the authority provided by Article I, Section 4(a)(8) of the Condominium Bylaws of the Tower Harbor Condominium Association ("**Association**"), and Section 106 of the Michigan Condominium Act, being MCL 559.206, the Board of Directors ("**Board**") of the Association adopts the following Rules and Regulations Regarding the Assessment of Fines for violations of the Condominium Documents ("**Rules and Regulations**"). The Board acknowledges that the enforcement of the terms and conditions of the Bylaws of the Association (collectively, the "**Condominium Documents**") protects the interests of all of the Co-owners of the Association.

Section 1. Assessment of Fines.

- 1.1 As provided in Article I, Section 4 (a)(8) of the Condominium Bylaws of the Association ("**Bylaws**"), the Board of Directors is empowered to adopts rules and regulations. Pursuant to MCL 559.206, the condominium documents may include provisions for the assessment of fines against co-owners after notice and hearing. Therefore, the Board, in its sole discretion, may levy monetary fines for any violation of the Condominium Documents as provided below.
- 1.2 The Board shall be permitted to levy the following fines for a violation of the Condominium Documents by a Co-Owner, its agents, lessees or invitees: (a) initial violation of a provision of the Condominium Documents - no fine; (b) second violation – a \$100.00 fine; (c) third violation – a \$200.00 fine; (d) forth violation – a \$500.00 fine or (d) any violation subsequent to fourth violation – a \$500.00 fine. Any initial violation that continues for at least one (1) day after the notice and an opportunity for a hearing as provided in Section 2 below shall be considered to be a second violation. Except as provided in the previous sentence, any violation that continues for at least one (1) day or that is substantially similar to a previous violation shall be considered an additional violation.
- 1.3 All fines duly assessed will be special assessments to be collected in the same manner as provided in Article II of the Condominium Bylaws, which includes, but is not limited to, establishment and foreclosure of a lien on a Co-owner's unit.

Section 2. Notice and an Opportunity for a Hearing.

- 2.1 Upon the occurrence of an initial violation of the Condominium Documents by a Co-owner, notice of the violation, including the Condominium Document provision

violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Owner on notice as to the violation, shall be sent by first class mail, postage prepaid, to the Unit Owner's billing address on file with the Association, or personally delivered to the Unit Owner, or a representative of said Owner at the Unit. The Association will not provide an offending Co-owner with an opportunity for a hearing for any violation that is a continuance of a previous violation or that is substantially similar to a previous violation.

- 2.2 The offending Owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Owner be required to appear less than 10 days from the date of the notice. Failure to respond to the notice of violation constitutes a default.
- 2.3 Upon appearance by the Owner before the Board and presentation of evidence of defense, or, in the event of the Owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. General.

- 3.1 These Rules and Regulations may be modified from time to time by the Board. If there is ever an inconsistency between these Rules and Regulations and the Condominium Documents, the terms and conditions of the Condominium Documents shall control.
- 3.2 All other enforcement provisions provided for in the Condominium Documents shall continue in full force in effect.
- 3.3 Capitalized terms not defined in these Rules and Regulations shall have the respective meanings set forth in the Condominium Documents.