

RULES & REGULATIONS

SOUTH COVE ASSOCIATION

These governing rules are established by the members of South Cove Condominium Association and its Board of Directors. They are created to help us live together in a neighborly fashion and are not meant to restrict or infringe upon the rights of anyone. Courtesy and respect will go a long way toward an enjoyable experience.
Revised August 8, 2023.

GOAL OF THE RULES AND REGULATIONS

The purpose of the Rules and Regulations is for the protection of our individual and mutual financial and emotional investment in South Cove property. This includes our safety and security and enjoyment needs.

The conduct of all persons using South Cove property....whether owner, guest, or renter....must be in conformance with the conditions set forth in the Condominium Documents given to you at closing on your unit – the Master Deed and Condominium Bylaws. The conduct of all persons using South Cove property must also conform to the conditions set forth in these Rules and Regulations....the direction given by your governing elected body – the South Cove Board of Directors. These are established to help ensure the fullest enjoyment of South Cove and are not meant to restrict or infringe upon the rights of anyone.

These Rules and Regulations and any drawings are not intended to override or suspend the legal documents that are recorded, i.e. Master Deed, Bylaws, Disclosure Statement and the like. The South Cove Rules and Regulations are intended to aid the owners in generally understanding the extent of their ownership and responsibility.

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SWIMMING POOL AND BATHHOUSE RULES

1. **NO DIVING AT ANY TIME - ENTIRE POOL IS SHALLOW!**
2. **NO LIFEGUARD IS PRESENT** – Each individual swimmer assumes individual risk. Occasionally a pool attendant may be present but this person does **NOT** necessarily have any lifesaving skills.
3. **Use of the pool and other recreational facilities will be regulated by posted rules and hours.** Their use is limited to South Cove owners, their guests and renters only. Use of the recreational facilities may occasionally be limited or altered as determined by the Board.

Pool Hours are 10 AM to 10 PM. The Board retains the right to change hours from time to time for specific occasions. Please start preparing to exit the pool a few minutes before 10 PM to ensure quiet by 10PM...the residents of nearby units/slips deserve to have their sleep hours protected.

Adult Swim shall be for one (1) hour beginning at 9 am.

Bathhouse Hours are around the clock. Please respect the needs of those owners who live in close proximity by keeping noise levels down at all times, especially after 10 PM and before 8 AM.

4. **BABIES IN DIAPERS ARE NOT PERMITTED IN POOL** unless in totally waterproof pants or swimming diapers. **Please instruct** young children to use toilet facilities **BEFORE** and **FEQUENTLY DURING** use of the pool.
5. **WALK AT ALL TIMES. HORSEPLAY IS NOT ALLOWED** Wet feet, obstructions, and hard concrete pool deck surface combinations make for severe injury. **NO THROWING** of articles.
6. **CHILDREN UNDER 12 MUST BE SUPERVISED BY AN ADULT DESIGNATED BY THE PARENT/GUARDIAN AT ALL TIMES.** This is to help ensure control of behavior that may disturb others, but more importantly to prevent injury. **Please care enough about these children** to **ASK** them if a parent or responsible older person is present with them if you suspect they are alone. If you find that a child is unsupervised, please notify pool attendant immediately. If attendant is not present, immediately phone the Manager. The young child will be asked to exit the water and the **responsible adult will be contacted**. A young child is not only in jeopardy in the pool but when running about piers and seawalls on the way to and from the pool.
7. **POOL TOY RESTRICTION** – The pool is available for all to use. Please restrict the size of inflatable rafts, etc. as to not impede on the pool use of others. Floats designed for use in lakes or to be pulled behind watercraft are not allowed in the pool.

SWIMMING POOL AND BATHHOUSE RULES (continued)

8. Pets are not allowed within the pool enclosure or in the bathhouse building.
9. No pool deck furniture is to be removed or reserved.
10. Please use only sun lotions, not suntan OILS. The oils cause difficult pool water and deck furniture-cleaning problems.
11. Please clean up after yourselves – stack or realign chairs, wipe off any lotions on furniture, dispose of trash appropriately. Do likewise within the bathhouse.
12. **Please avoid loud noise.** Remember that your neighbors live in close quarters here, in both land and boat units, and that sound travels well over water. **Please be considerate.**
13. Be considerate of boats moored next to pool enclosure. Do not throw any articles over the fence, which may land in these slips or on the boats.
14. **TO ACCOMMODATE STATE HEALTH LAWS... (This is not all of the health department requirements which may be viewed at Michigan.gov under the tab Public Swimming Pools Rules.**

NO GLASS CONTAINERS within pool enclosure. No drinks unless in unbreakable containers.

NO FOOD is allowed on pool deck area. Food attracts insects, rodents and bacterial growth.

NO ELECTRICAL APPLIANCES within pool enclosure. Battery operated radios are permitted **only with headsets.**

SHOWER before entering pool. Swimmers with long hair are required to secure hair or wear caps while in pool.

Anyone with infectious disease, excessive sunburn, open sores, or bandages **shall not** enter pool.

No smoking or vaping allowed in the bath house or pool enclosure.

15. The Board, as result of repeated infraction of any of these rules, may prevent use of the pool to the offender and his guests for as long as the entire summer season.
16. The Board and the Association is not responsible for injury or death.
17. Remember that the recreational facilities are for the mutual enjoyment of all unit owners, their family and guests. **Unit owners are responsible for the actions of their family, other guests and renters.**

18. All co-owners, guest and renters within our Association shall use the bathhouse facilities which correspond to their chromosomal sex assigned at birth. This shall not apply to parents taking young children to the bathroom but discretion is urged.

BOAT USE RULES

1. All vessels moored in a unit must be seaworthy and fully sound, in compliance with all state and federal safety regulations, and capable of getting underway within one hour after notice.
2. The "Rules of the Road" and navigation laws of the United States shall apply to all vessels operating in South Cove.
3. All vessels moored in South Cove shall carry insurance coverage for liability, fire and other perils, and shall provide proof of same, upon request of the Board. **Neither the Management, nor the Association shall be responsible for loss or damage to vessels in South Cove. Each owner is responsible for damage to other boats and for damage to any common areas, such as decks, piers and pilings as a result of any actions of his vessel.**
4. In order to maintain proper security procedures and to prevent unauthorized use of unit slips, the unit owner shall furnish the Manager with the name of vessel, name of its owner or other master, and information from current Documentation or Registration Card.

If you wish to authorize the use of your slip to someone else temporarily, this same information about the visiting vessel must also be provided the Manager. PLUS information about the time period this visiting vessel is authorized to use your slip. Any unauthorized vessel may be refused access to the slip. Use the rental information form to supply this information. Exhibit contained in Rental section.

5. A co-owner of a unit may rent such unit at any time except that the term of such occupancy **SHALL NOT** be for a duration of less than fourteen (14) consecutive calendar days. A co-owner desiring to rent a condominium unit shall disclose that fact in writing to the Association at least twenty-one (21) days prior to rental of unit and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. Rental of less than an entire unit is not allowed. **This amendment to the Bylaws applies to rental of all units, which include individual slips.**
6. All vessels shall be secured in a seaman-like manner or shall be removed from South Cove or as an alternative. Following notification to the owner, the Manager may correctly moor the vessel and charge a fee.
7. All vessel exteriors shall be kept in a clean and orderly appearance. No laundering or drying of laundry is permitted on deck or rigging.
8. Routine maintenance may be done at mooring spaces, but major work such as shaft pulling, engine removal, or any action that might induce irreversible flooding, or any major topside conversion work is not permitted within South

BOAT USE RULES (continued)

9. Cove boundaries. Any vessel in danger of sinking is to be immediately removed from South Cove.
10. **Open fires or charcoal grills are not to be used on any vessel or pier or on any wooden surface within South Cove.** Gas/propane grills are permitted. Please use grassy peninsulas for grilling.
11. Only the unit owners and those he has authorized in writing to the Manager may use the electricity, water and telephone services in the limited common area of his own unit.
12. All shore power connectors for any vessel shall be properly sized to be equal to or in excess of the required for the vessel and are at the co-owner's expense.
13. No refuse is to be thrown overboard. All garbage is to be securely wrapped and disposed of at designated South Cove sites.
14. No pollutants – oil, spirits, paints, inflammables and the like are to be discharged into South Cove waters. If you should see an unusual amount of oil or gas leaking from any boat, **please report it immediately** to the boat owner if available or to the Association Manager.
15. No cleaning of fish is allowed on any limited common element (as unit deck or pier) or upon any general common element (as sidewalks). Please help keep our harbor water clean and fresh smelling.
16. **No swimming or fishing** is permitted from any vessel, pier, dock or any common element within South Cove. No swimming is permitted within the harbor or anywhere up river within City limits (about $\frac{3}{4}$ mile). This is per City Ordinance and subject to fine.
17. No advertising or soliciting (e.g. For Rent or For Charter) is permitted on any vessel, pier or dock within South Cove property. Manufactured signs no larger than 17 " x 11" are allowed as "For Sale" to be hung on or displayed on a vessel only - not permissible on a pier, dock or condominium.
18. All persons shall regulate noise levels so that occupants of nearby units will not be disturbed. This includes the ceasing of all onboard generators between the hours of 10 PM and 8 AM. Unnecessary noise shall be avoided at all times. Anyone who has been around the water knows that even a whisper will carry loudly across water.
19. The **NO WAKE speed limit requirement is per City Ordinance**, therefore subject to ticket and fine, is 5 MPH. This must be observed at all times and placed within the harbor from City limit up river (about $\frac{3}{4}$ mile)

BOAT USE RULES (continued)

THROUGHOUT ENTIRE HARBOR and until beyond breakwater buoys. This is for the safety of all and to prevent damage to boats, piers and shore banks.

20. As regarding overhang or projection of a vessel beyond the end of the pier (including swim platforms, jet skis and dinghies), South Cove vessels shall be moored in compliance with all State statutes.
21. All vessels moored in a slip must be owned by the unit owner or renter of record. No vessel may infringe upon their neighbor and all vessels must be able to enter, exit, and be moored within the confines of said slip. At no time shall a vessel be allowed outside the boundaries of the slip for purposes of entering or exiting the slip. No vessel shall be allowed under the pier of said slip.
22. There is to be **no stern-in mooring**. This is to prevent sand washout along seawall.
23. No fueling/refueling is allowed on any moored vessel in South Cove.
24. In case of fire, call **911**.
25. The grassy area of all peninsulas must be kept clear of obstruction, as this is FIRE LANE ACCESS to peninsula boats. This lane must extend as far as Oselka Drive for fire truck access to peninsulas.
26. No owner of a residential unit, a garage unit, or marine unit shall have the right to erect a canopy over slip or vessel.

UNIT INTERIOR RULES

1. Any **interior surfaces** of walls, ceiling, floors, plus any appliances within unit may be changed by the unit owner without Board permission **as long as such changes comply with current building codes.**
2. Changes of interior unit walls may be made once it is clarified that the changes being contemplated will not affect the **structural support, common utilities, or the sound conditioning** to adjoining units and is in accordance with City building codes.
3. Nothing may be kept within the unit or on its limited common attached element that would increase the cost of insurance to the Association without the written approval of the Board.
4. No "For Rent" or "For Sale" signs or any other advertising may be applied to the interior or exterior window surface or balcony railings of any unit.
5. **Winterization is the responsibility of the unit owner.** The owner is to be aware that garage units and dock water lines need to be shut down due to cold and freezing. This **winterization is totally the responsibility of the unit owner** whether done by owner-hired plumber or owner himself.
6. **All** bubbling for prevention of ice damage to units is the responsibility of the unit owner. The owner should be aware that if bubbling boats or boathouse pilings, the electrical breakers may not be of sufficient size to handle the whole load and may need a special plug-in device.
7. All units equipped with accessible water shut off valve - **any unit that is unoccupied for more than (24) twenty-four hours must shut off water.**
8. It is the **responsibility of the unit co-owner** to ensure that his homeowner's insurance policy covers **all personal and guest liability** for **within unit and to his adjoining limited common element and general common elements.**
9. Each owner is responsible to place and **maintain and be fully responsible** for **smoke detectors** within each individual unit.
10. Malfunctioning lines/cables **within** walls are the **responsibility of each co-owner.** (e.g. phone lines, cable TV)
11. Storage of wood whether inside or outside is not recommended, this is to help prevent insect invasion. (e.g. roach, termite)

12. Sidewalls on a rooftop enclosure must have transparent sides only. Screen sides are allowed but glass sides are not. Owner must maintain in good repair.
13. No gas grills allowed by the fire code may be operated under any overhang or on general common elements.
14. An owner provided ABC rated fire extinguisher must be within sight and in the immediate grilling area at any time an owner is utilizing their grill.
15. Both electric and gas grills must be attended at all times when in use.
16. At no time may a charcoal or wood burning grill be used with the South Cove community including docks.
17. A fire retardant mat must be placed under any gas or electric grill.
18. All co-owners are required to have an emergency key or door code on file with the management company. This key will be used only for a situation which would be considered a safety issue for the subject unit or other co-owners units (i.e. water or gas leak) as well as lock-out service. Each year the key will be verified. Failure to provide a key will result in a fine of up to \$100 / day until such time as a working key or door code is provided.

It is the **RESPONSIBILITY OF THE UNIT OWNER** to see that the above is done and to understand that if any damage occurs, it is the homeowner's responsibility to see to appropriate repairs at **homeowner's expense**.

UNIT EXTERIOR RULES

1. To make any exterior changes to individual units and attached limited common ground, one must obtain **prior written permission** from the Board. Submit change proposals in writing in timely fashion. The Board may approve **only** such modifications that do not impair the soundness, safety, utility, or appearance of the entire South Cove project. No permanent structure may be installed on deck, patio or balcony without written permission of the Board. Any changes in exterior doors and porch enclosures must also have written approval by the Board.
2. Changes requiring Board written approval include but are not limited to exterior painting, lights, awnings, doors, shutters, air conditioning units or other exterior attachments or modifications. Air conditioning unit on LHL are standard height and must be same when replaced by owner. Air conditioning units on HID and LHP garage/cabana units are not allowed through the wall and must be placed on roof. Placement must not impede access to the rooftop and drainage may not be visible on exterior.

Once a change is Board approved and the change is made, unit **owner assumes all responsibility for repairs and replacement**. This responsibility runs with succeeding owners. Failure to comply with the requirements of approval will be handled on a situation-by-situation basis and could result in the rendering of fines or removal of change.

3. Only standard yellow umbrellas are to be used on limited common area of each unit. This is to ensure the protection of a purchased South Cove appearance. Gazebo/tent type canvas coverings must be white, beige or gray in color.
4. Patios and decks are considered private and are not included in the landscape budget of the Association. Each owner is urged to place deck furniture, planted pots and ornamental materials blending with the project surroundings on their balcony. Items are not to be placed in the common elements of the Association.
NO item may be attached in any fashion to the siding or trim; only trained personnel will be allowed to adhere any attachment to the buildings so as not to void the siding product warranty. Any attachment to the building by unauthorized personnel will void the warranty of the siding manufacturer and the owner shall become responsible for all costs incurred due to damage; this responsibility will run with succeeding owners. Items on decks and / or rooftops must be secured during the year and removed during the winter months.

Damage caused to the rubber membranes on flat roofs by furniture or other items becomes the responsibility of the owner for repair / replacement. This responsibility runs with succeeding owners. Nothing is allowed directly on the membrane; it must be protected by an approved covering; see #6.

5. Upon occupancy, it is required that the window coverings chosen by the individual owner have the surface visible to the **exterior WHITE** in color... once again to give a conformity of appearance to the project.
6. Units with decks/balconies **DO NOT** adhere carpet to these surfaces. Carpet glued down does not allow water to drain and will cause the wood decks to deteriorate. Carpet or deck coverings are allowed, but must be water permeable. Damage caused to decks/balconies due to a non/water permeable substance becomes the owner's responsibility for repair/replacement.
7. All outdoor lighting is standard and may not be changed by the unit owner. Overhead lights connected to photoelectric cells will remain in operation year-round and are connected to the common element meter. Pier and walkway lighting is likewise standard and connected to the common meter. The Manager will replace bulbs and arrange repair as needed. Should you notice need for same, simply notify the Manager.
8. The addition of patio outside lighting or bug devices requires the written approval of the South Cove Board of Directors. If Board approves fixture, the repair and/or replacement becomes owner responsibility. This responsibility runs with succeeding owners.
9. **Only white/clear or yellow bulbs** are allowed in outdoor fixtures and will be maintained by the Association.
10. No owner of a residential unit, a garage unit, or a marine unit shall have the right to erect a canopy over slip or vessel.

MOTOR VEHICLES, PARKING and FIRE LANE RULES

1. All motorized vehicles in use within South Cove shall be properly licensed and driven only by licensed drivers. They are to be driven only upon designated roadways.
2. All vehicles must be within the boundaries of their assigned parking spot.
3. Please keep **speed within** South Cove at maximum of **5 MPH**. The congested living quarters and the number of cars and pedestrians call for caution. **PLEASE KEEP ALERT AT ALL TIMES!**
4. No house trailers, recreational vehicles, commercial vehicles, horse trailers or vehicles used for other than personal transportation may be parked or stored anywhere on South Cove property without written permission of the Board. Please so notify all guests and renters to comply. To obtain a temporary exception, please apply in writing to the Board.

A boat trailer, jet ski trailer, or snowmobile trailer may be parked in your assigned parking place for a maximum period of 48 hours and a maximum of 3 times per year without prior permission. At no time will any trailer be allowed in a designated guest parking space.

5. No vehicles other than emergency vehicles may be driven onto sidewalks.
6. No fishing, no skateboarding, no rollerblading and no bicycle riding is allowed on all sidewalks in South Cove.
7. Car maintenance shall be done **off** premises.
8. All roads within South Cove are fire lanes, therefore, there is to be **NO PARKING IN EITHER DIRECTION**. This means no parking on any harbor street. This is by City Emergency Ordinance #85, which specifies definitions of fire lanes in the City and harbor area. All fire lanes are tow-zones and violators are subject to having their vehicles towed and to misdemeanor charges with penalties.

Parking is allowed on your driveway apron. This means all wheels completely on the apron and not on the curb or brick roadway. Any damage to Association landscaping in your attempt to park shall be borne by the unit co-owner.

9. Common Element **parking areas for South Cove** - These are basically the lots behind land unit Buildings 1-6 and **NOT** the slots lining Oselka Drive. Oselka

driving lanes are City property but the parking slots are private property and have been designated as parking for The Moorings Association only.

Each residential unit has been allotted **1½ spaces**. Each garage/cabana unit has been allotted **1 parking slot**. This allotment is **within** the unit. Parking in front of garage on apron is not allowed. Contact the South Cove Manager to obtain the South Cove parking tag(s) to be displayed in your car should you require additional tags beyond those allotted each year.

Owners with visiting guests are to utilize the temporary parking tag. All guest parking is on a first come/first serve basis. Obtaining any type of parking tag does not guarantee or reserve a parking space.

Tags must be completed with co-owners name, unit number and date of use to be valid. Vehicles with tags not clearly completed are subject to being stickered and possibly towed.

Unassigned Parking Spaces – To manage availability of South Cove's unassigned parking spaces, in order to assure first come/first serve availability between May 1st and September 30th, the following rules apply:

- Cars left in one spot or moved to an adjacent site, **without** vacating for seventy-two (72) hours, are in violation of the Rule.
- Cars requiring long-term parking (seventy-two (72) hours or longer) will use a guest parking space in front of Buildings 1 thru 4 and will notify South Cove's management office when using these spaces for long-term parking. A properly completed parking tag is required to be displayed.
- Cars in violation of these rules are subject to fines as described under rule enforcement.

10. The grassy area of all peninsulas must be **kept clear of obstruction**, as this is **FIRE LANE ACCESS TO PENINSULA BOATS**. This lane must extend as far as Oselka Drive for fire truck access to peninsulas.

PET RULES

1. Domesticated pets (the usual household tamed animal) properly licensed by law are permitted.
2. To have more than two pets per unit, apply in writing to the Board.
3. Pets are not to be allowed to run free upon South Cove property at any time. **All pets must be on a leash** and under control **at all times**. This is per City Ordinance and subject to fine.
4. Please attempt to control animal noise so as not to become a nuisance to your neighbors.
5. Please potty animals only at designated areas. **Each owner is RESPONSIBLE to IMMEDIATELY remove and clean up any mess created by their pet in any portion of the limited or general common elements.** Perhaps you might consider carrying two “baggies” in your pocket when you start your walk, using one as a mitten.
6. The Board reserves the right to approve all pets.
7. **City Ordinance** states that **no dogs are to be on City Park property**. This includes the park along side Lighthouse Landings as well as the public beach park.
8. Pets are not to be allowed into the Association landscaping. Co-owners will be responsible for any damage caused by their pets.

CABLE TELEVISION RULES

1. No external antennas of any kind may be applied to the exterior of any unit. This includes satellite dishes.
2. If you are having trouble with your cable television system, call the local cable company. Inform them the account is listed under "South Cove Condominiums along with the individual owner's name. Give them your unit address and any other information they may require. The Association bulk account number is not necessary for assistance.

WINDOW WASHING RULES

1. Outside window washing is the responsibility of the individual unit owners.

REFUSE STORAGE and REMOVAL RULES

1. Individual trash containers may not be kept outside individual unit. Please store them carefully within your unit in a safe and sanitary fashion so as not to attract insects or rodents.
2. The individual owner is responsible to transport self-produced trash to designated dumpster sites for disposal. Please place trash within dumpster if room or carefully alongside if dumpster is full. Always place it within the surrounding fencing. Use closed garbage bags

GUESTS and RENTAL RULES

1. All guests and renters using South Cove property are expected to comply with South Cove's Rules and Regulations. It is the responsibility of the co-owner to provide a copy of these Rules and Regulations and explain them to such guests and renters

2. If a co-owner permits a guest to stay in the co-owner's unit for longer than 48 hours without the co-owner presence, the co-owner must complete the South Cove Guest Stay Agreement (below) and the Agreement must be signed by both the co-owner and the guest who is the responsible person for the stay (the responsible guest). The Agreement with both signatures must be delivered to the Management Company at least 24 hours prior to occupancy. The duly executed Agreement may be placed in the South Cove drop box or emailed as a jpeg or pdf. If emailed, the co-owner and the responsible guest agree that their electronic signatures in such electronic file are legally binding. A penalty in the amount of up to \$500.00 per day will be imposed upon the co-owner and/or the responsible guest for failure to comply with these requirements. The co-owner must notify the Management Company at least 24 hours in advance by phone or email with respect to guest stays of LESS THAN 48 Hours during which co-owner will not be present in the unit. The co-owner must provide the name of the responsible guest, his or her phone number, the number of guests and the car license plate number. Failure to do so may result in the imposition on the co-owner of the aforementioned penalty.

3. Without approval of the Board, a co-owner of a unit in South Cove may rent such unit at any time except that the term of such occupancy SHALL NOT be for a duration of less than fourteen (14) consecutive calendar days.

A co-owner must have a valid City of New Buffalo Rental Permit if the lease so requires. The co-owner must be in full compliance with City of New Buffalo regulations. A co-owner is prohibited from renting less than the entire unit or from splitting the unit. A renter of a co-owner is prohibited from subletting the unit to a third party.

Once a lease is submitted to South Cove and it is determined that it complies with all the requirements of its By-laws and Rules & Regulations, a co-owner or renter may not make the term specified therein or any part thereof available to another renter.

During the term of the lease or any part thereof, the unit may not be occupied by anyone else but the renter, including the co-owner.

A co-owner is prohibited from changing the term of the lease to allow another renter to occupy the unit for all or any part of such term.

In the case of an overlap of the terms of two leases, each lease will only be valid after the overlapping term is deducted from each lease. Specifically, the reduced lease term will be used by the Board of Directors to determine compliance with the South Cove fourteen (14) day lease term requirement and the City of New Buffalo permit requirements for lease terms.

Example: Lease "A" is for June 1 to July 2. This lease term satisfies the current South Cove fourteen (14) day minimum leased term requirement and the current minimum month long lease term City of New Buffalo requirement of the City to avoid the necessity of a Short Term Stay (Str) Permit. Lease "B" is submitted for the same unit from June 25 to August 1. The two lease terms overlap by one week. While each lease standing alone satisfies the South Cove fourteen (14) day minimum lease term requirement, neither lease is in compliance with the New Buffalo month long lease term requirement for the co-owner to avoid possessing a City of New Buffalo Short Term Rental (STR) Permit. In this example, the entire period of both leases will be considered to be in violation of the South Cove By-Laws and Rules and Regulations and subject to the fines and penalties specified herein.

If the co-owner or the renter terminates the lease for whatever reason, the co-owner may not lease the unit to another renter unless the lease is submitted to South Cove at least twenty-one (21) days before the commencement date of the lease and that lease complies with all of the requirements specified herein.

Any attempt by the co-owner or the renter to circumvent the South Cove By-Laws and Rules and Regulations with respect to leases, will subject the co-owner to the fine and penalties specified herein.

4. A co-owner renting a unit must supply the Management Company with a written copy of the lease, stating the name of the renter, the length of the stay and contact information at least 21 days prior to rental of a unit. A penalty in the amount of up to \$500.00 per day will be imposed upon the co-owner until the co-owner is in compliance with these rental requirements. Additionally, a copy of the submitted "City of New Buffalo Reservation Summary" must be provided to the Management Company before the rental begins.

A co-owner may request a hearing to dispute any fine imposed by the Association by email or in writing within 14 days of the imposition of such fines. Such hearing may take place via phone conference, Zoom or any method deemed appropriate by the Board. Such hearing will not include the full Board, but rather a subset who will recommend action to the full Board before a final decision is made on disputed fines.

5. Penalties incurred and remaining unpaid balances shall be subject to the late fee policy of South Cove.

6. All guests and renters are expected to conduct themselves so as not to be annoying to co-owners. Offensive, improper and unlawful behavior is prohibited. A co-owner shall also be responsible for out-of-control alcoholic consumption and excessive noise by guests and renters.

7. Each co-owner is responsible for any and all liability from or damages and costs caused by the guest or renter as a result of negligence, inappropriate behavior or misuse of any of the common elements, including, but not limited to, the pool and bathhouses.

8. The Board reserves the right to refuse occupancy or use of any facility by guest or renter of a unit if repeated violations of the Rules and Regulations or Condominium Bylaws occur. This may also occur if the co-owner is behind in payment of his Association assessment dues.

9. Please report any suspicious individuals immediately to the Management Company.

10.No "For Rent" signs may be displayed anywhere on South Cove property.

**GUEST STAY AGREEMENT BY AND BETWEEN SOUTH COVE CO-OWNER
AND RESPONSIBLE GUEST**

This completed Agreement is REQUIRED to be submitted at least 24 hours prior to guest arrival.

Unit #: _____

Today's Date: _____

Dates of Stay: (from/to:) _____

Number of unaccompanied guests: _____ Guests have been advised by the co-owner that:

1. They must comply with the requirements of the South Cove Master Deed; its By-Laws; and its Rules & Regulations a copy of which has been provided to the responsible guest;
2. The ordinances of the City of New Buffalo;
3. The Laws and Regulations of the State of Michigan Law, as well as the City of New Buffalo Good Visitor Guideline materials; and
4. The parking regulations of the City of New Buffalo and South Cove.

Responsible Guest

NAME: _____

Date of Birth: _____

Mobile Phone Number: _____ (at which responsible guest can be reached on-site)

Driver's License Number/State _____

NAME & AGE of Each OCCUPANT: 1 _____ 2 _____

3 _____ 4 _____ 5 _____

7 _____ 6 _____ 7 _____ other

Make and model & complete license plate number (including State) for both Vehicles to be parked on South Cove property: (Two is the maximum number of cars permitted)

1 _____

2 _____

We hereby acknowledge and attest that this stay is not a rental and that no money or other consideration has been exchanged between the co-owner and responsible guest for this stay at the South Cove unit listed above. Furthermore, by signing this Agreement, we hereby agree to cooperate fully with South Cove, its attorneys and any private investigator it hires to verify the information provided in this Agreement. Falsification or failure to deliver this Agreement or comply with its terms and conditions will result in the imposition of a fine on the co-owner of up to \$10,000 and the immediate revocation of privileges at all South Cove common elements including the pool, bathhouses and parking, to the co-owner & guests.

Signed:

South Cove Unit Owner/Date

Signed:

Responsible Guest/Date

Acknowledged

By: _____ South
Cove Management Company/Date

COMMON ELEMENT USE RULES

1. Sidewalks, yards, landscaped areas, driveways, hallways, balconies and terraces and parking areas shall **not be obstructed** in any way, **nor used for purposes other than** that which they are reasonably and obviously **intended**. No bicycles, vehicles, chairs or benches may be left unattended on or about the common elements.
2. The **common elements**, general and limited (that adjoining our units, shall **not be used for storage** of supplies, materials, personal property, or refuse of any kind, except as provided by these Rules and Regulations.
3. Each dock box, table and umbrella, is to be of a uniform construction, size and color as determined by the Association. All paint and all **flammable** substances are to be **properly stored**.
4. The common elements, including the limited common areas adjoining our private units, such as our decks and porches and patios – may not be used for drying of laundry. In general, to be avoided is anything that may alter South Cove appearance.
5. Open fires, charcoal grills, tiki torches, etc. are prohibited on or within 20' of any wooden common or limited common areas. This includes our decks, patios, porches, and docks. Please take great care with your propane grills. See Boat Use section also.
6. Cleaning of fish and game is prohibited on any common element, including our patio decks.
7. Advertisements, signs, or notices shall not be attached or applied to any common elements.
8. Unit owners shall **not change**, add or subtract common element plant material **landscaping** without prior written permission of the Board.
9. Snow removal on sidewalks, roadways, parking lots, mailbox areas and other common areas, will be arranged for by the South Cove Manager. **Snow removal** from limited common areas, those **decks, piers, patios, driveway aprons and gangways adjoining** our **individual units** is that **unit owner's responsibility**.
10. In general, these common elements, as well as the individual's unit, are to be maintained in a **safe, clean and sanitary condition**. Each owner shall use care **to protect common elements**, including but not limited to, the telephone, water, gas, plumbing, cable television, and electrical systems in any unit adjoining another unit. The unit owner is responsible for any damage costs to the Association by himself or his guests. These damages will be assessed and collected as per Condominium Bylaws.

DEFINITIONS OF INDIVIDUAL UNIT AND OF COMMON GROUND

An **Individual Unit** is defined as an area capable of purchase and of individualized exclusive right of use. **This area includes** interior walls **excluding** the structural material. It also includes the decorated surfaces of all walls, ceilings, floors, and inside surfaces of windows and doors.... the paint, wallpaper, lacquer, varnish, paneling, tiles, and any other material applied to same. The **unit owner is responsible for cost** of care of all of this, as well as the cost maintenance of all ducts, plumbing and electrical systems, all fixtures, equipment, and attached including heating and air-conditioning systems and other utility or service lines, pipes, wires, and conduits located **WITHIN** unit (**unlined** portion of unit drawings). This includes lines and wires within walls.

Common Ground element is property that is **owned by ALL South Cove unit owners on a shared basis**. Common ground, often referred to as common element, is of two types:

1. **General Common Element** is that property for the **use of ALL members** of the Association, and includes land peninsulas, sidewalks, pilings and supports (where not designated limited common element): also the wiring, plumbing, gas lines, water distribution, sanitary and storm sewer, lighting and other facilities and equipment located on or used in connection with the other general common elements (**diagonal** lines shown on unit drawings in the master deed and by-laws).
2. **Limited Common Element** is that common (shared ownership) property set aside for the **exclusive use** of the **individual owner of the unit to which this element is directly attached**, e.g. patio and balcony of land unit: decking, pier, and porches of boathouse: pier and roof of garage unit (**horizontal/vertical** lines on unit drawings in Bylaw Amendments).

A **Residential Unit** refers to all units except a marine unit which is an individual dock.

A **Marine Unit** refers to dock units.

The responsibility for care and replacement expenses of the above is as follows:

Individually owned units – cost is borne by the individual owner only.

Common Element whether General Common or Limited Common – cost is borne by **ALL** members of the South Cove Association, marine unit owner as well as the residential unit owner. The **residential** owner share is based on the square footage of unit as its proportionate share. The **marine** owner's share is based on the square footage of the unit, **divided by 1/3**. See page 6 (b) of the Master Deed. The **percentage of value** tables found in amendment portion of the Bylaws (e.g. pages 188-189) show each unit's share of the pie, the whole pie being 100% of total South Cove property square footage.

ASSOCIATION MANAGER DUTIES

1. The South Cove Manager is designated by our Association Board of Directors to observe and care for our South Cove common properties, that being property owned by all of us as co-owners. The Manager is the on-site extension of the Board.
2. The Manager is directed by our Board to assist and enforce all of these same Rules and Regulations and to be available for assistance and the answering of questions regarding the same to all members in a timely fashion.

The manager will not respond to rude and obnoxious behavior from association members and their guests. Further, the manager is not responsible to follow directives from individual association owners and their guests. Rude and obnoxious behavior by association owners and their guests will not be tolerated and will be subject to "Rule Enforcement" provisions of these Rules and Regulations.

3. Care provided by the Manager includes but is not limited to such things as snow removal, mowing and trimming, specific window washing, exterior lighting, keeper of keys and documents, pool and bathhouse maintenance and monitoring, irrigation of the grounds, monitoring of boat moorage and unit rentals, and such other duties as instructed by our Board in fulfillment of contract.
4. No employee of the Association or Management may perform any personal services while on duty for any individual owner, guest, or renter without specific instruction from the Board.
5. The Manager may be instructed to enforce a reasonable system of fines for infractions of the Rules and Regulations, and of others decided upon from time to time, by the Board of Directors.
6. Your Manager will provide assistance upon appropriate and timely request whether by telephone or in writing. When you have been well assisted, your "Thank you" will be appreciated.
7. Management **will assist** in providing the key to your unit if you are expecting a delivery or repair. Prior written or a verbal consent **prior** to the arrival of the worker is required.
Management may not be in the office at the time of delivery/repair, so it is imperative to set this up prior to arrival of worker. Management will not be responsible to locate the owner for approval at time of delivery. Management duties **do not include escorting and/or waiting** in unit with worker. If owner feels this is necessary, prior notice **must be given** and management will bill unit owner direct for services rendered on an hourly fee basis.

RULE ENFORCEMENT

1. Owners should report repeated infractions of Rules and Regulations to the Board of Directors in writing with signature(s).
2. The South Cove Condominium Association Board has the absolute discretion to enforce these Rules and Regulations in any way that it sees fit. Enforcement of the Rules and Regulations may involve the following actions taken by the Association Manager (upon written directive from the President of the Board of Directors) or the President of the Board of Directors (after affirmative vote by the Board of Directors:
 - A) written warning;
 - B) fine. (In accordance with the schedule of fines contained in these Rules and Regulations which may be amended from time to time by Board resolution);
 - C) Loss of privileges regarding use of the common elements of the Condominium Association;
 - D) Board action related to termination of Association Membership and eviction;
 - E) Appearance by association member before the Board of Directors to answer charges; and,
 - F) Any other action deemed appropriate by the President of the Association (in emergency circumstances) and / or the Board of Directors.

The above-referenced list of Rule Enforcement options may be taken by the President of the Association and / or Board in any order and is not meant to be a continuum of discipline.

3. At the discretion of the Board of Directors, a fine may be levied against any association member for violation of the Rules and Regulations of South Cove Condominium Association; Master Deed Condominium By-Laws; and Amendments to the Master Deed Condominium By-Laws. The Board of Directors shall have discretion in levying the fine with the lowest possible fine being Two Hundred (\$200.00) Dollars; and the highest possible fine being Two Thousand Five Hundred (\$2,500.00) Dollars. Fines assessed against condominium association owners which are not immediately paid (within fourteen (14) days of notice of said fine by the association to the owner) shall be considered an "assessment" against the owner. The condominium association shall have all the rights related to injunctive relief and foreclosure of lien (in default of payment of assessment) or any combination thereof.
4. "Violation of these Rules and Regulations by condominium association members (or their guests) shall be considered a "Nuisance" as that term is contained in Article XII, Section 1(c) of the Condominium Association By-Laws."
5. The association manager is an employee of the Association who acts at the direction of the Board of Directors and officers of the Association. No association member has the right to direct the association manager in the performance of the manager's duties. Further, criticism related to the association manager should be forwarded in writing to the Board of Directors for action. No association member has the right to criticize, berate, annoy, or act in a verbally abusive manner toward the manager. Such behavior will be considered a violation of these Rules and Regulations and subject to rule enforcement action.

Methods of Changing Rules

1. The Rules and Regulations are subject to change by South Cove Board of Director decision.
2. Owners wishing to change or add a specific rule or regulation should make their request in writing to a member of the Board for consideration. The Board may be reached by all members at LakeFrontPM@aol.com.
3. Vote on issues at annual and special meetings . . . by ballot, by proxy, or in person. In order for a ballot to be valid, a vote must be cast for each open position or each item of consideration with a maximum of one (1) vote per candidate.