

NORTHPORT CONDO MARINA HANDBOOK

FOR
Association Co-Owners
Prospective Purchasers
Renters And Guests

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This booklet was created to inform potential buyers and users of Northport Marina of some of the aspects associated with condo ownership. The information contained in this booklet is deemed to be accurate. Your own due diligence and legal advice are always necessary to determine how this information pertains to your situation.

So You Want To Buy a Condo

Northport Condominium Marina Association is a private facility consisting of 340 units or slips, governed by documents filed with the State of Michigan. As a result it is regulated by National, Federal, State and Local Laws as well as the covenants of the association. The main covenants include the Master Deed, Bylaws, Exhibits and Disclosure Statement. These documents are required by law to be furnished to you before you purchase your unit. However many prospective purchasers and sellers are not aware of this stipulation and remain unaware that the purchaser can and should request them.

Many potential purchasers primary interest is in the initial cost of their unit. They only become aware of some of the additional responsibilities of ownership such as regular and special assessments, unit maintenance, taxes, insurance and restrictions imposed by the Bylaws after their purchase.

By purchasing a unit in the association, you are bound to abide by the terms of the documents, like them or not. This feature is often overlooked until co-owners find they have been notified of a violation by the board.

The by-laws can be amended with a favorable vote of such change by 2/3 of the membership, however most people purchase their unit(s) because of the restrictions rather than in spite of them.

The By-Laws also dictate the procedure for the rental of marina boat slips. Lessees are also covered by these same restrictions at a minimum and others that relate to the rental of a unit.

The purpose of this booklet is to give you an opportunity to become more informed of the condominium concept and of some restrictions imposed by the by-laws. These rules listed within this booklet are an abridged version of the complete rules and regulations that apply to Northport Condominium Marina Association and this document is not intended to list them all in entirety. You can obtain the Consolidated Master Deed and Bylaws for the complete description, currently available on line, or at the Register of Deeds office located in Standish, Michigan.

Gas Dock/Ramp History

Two additional facilities were acquired by the Northport Condominium Marina Association over the years. The Gas dock was acquired in 2005 and the Ramp in 2013. Most of you are aware of these acquisitions and the reasons why in both cases.

What may not be so clear relates to the how and why of their operation. The Gas Dock was purchased and established as a legal entity named Northport Station, LLC. This in turn limits liability to the Marina Association. In the absence of having a separate Board of Directors, by default the current Marina Board is also in charge of operations at the Gas Dock.

The Ramp and associated property was purchased as a single parcel and was included as a part of the LLC. Since it was included into the LLC the current Marina Board is, in effect, also in charge of the boat ramp for the above listed reasons. This means that neither the Gas Dock or the Ramp are a part of the Master Deed and their operations can be changed as needed.

Federal laws have changed regarding the operation of fuel dispensing stations and the DEQ is in charge of local enforcement. This at a minimum requires a Class A, B, or C operator to be on duty when fuel is dispensed at this location. The on duty worker is required to enforce the rules for dispensing fuel, and knowing emergency procedures for various situations, as well as knowing who to notify in case of environmental pollution. This required information is available in written form at the Gas Dock building which also serves as the Marina Condo Office when it is open.

Until two years ago the Marina Board allowed the fueling of watercraft from the gas dock area by co-owners who carried fuel in personal containers. Because of the Federal and State regulations regarding this area, fueling from the gas dock area is no longer allowed without class A, B, or C personnel present.

By-Law Rules and Regs. (Sect. 1-4)

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. Use and Occupancy.

No Unit or boat slip in the Condominium shall be used for any purpose other than the placement, parking or mooring of a single watercraft and the Common Elements shall be used only for purposes consistent with the use of a private marina facility.

Section 2. Leasing and Rental

A unit can be Leased or Rented according to the provisions of this Section which are included in abbreviated detail on page 10 of this booklet for your information. For the complete rules see this section in the consolidating Master Deed.

Section 3. Alterations and Modifications.

General. No Co-owner shall make alterations, changes or improvements to his Unit or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors, The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium. Express written approval herein shall be given only after due consideration of a proposed plan by the Association Directors and an affirmative approval thereof reflected in duly adopted minutes or resolutions.

Section 4. Activities.

No immoral, improper, unlawful or offensive activity shall be carried on in any Unit 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 Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be resolved by the Association. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activities involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices. (includes exploding and rocket fireworks)

By-Law Rules and Regs. (Sect. 5,6,7)

Section 5. Pets.

No animals, including household pets, shall be maintained by any Co-owner unless specifically approved in writing by the Association. Visitors and guests (other than the immediate family of a Co-owner) shall not be permitted to bring any animals, including household pets, upon the Premises. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements.

Section 6. Aesthetics.

The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind. Trash receptacles shall be maintained in areas designated therefore at all times. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 7. Vehicles.

(a) No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the Premises of the Condominium, unless in an area which may be specifically designated therefore by the Association. Commercial vehicles and trucks shall not be parked in or about the Condominium. Use of motorized vehicles anywhere on the Condominium Premises, other than passenger cars (and trucks), authorized maintenance vehicles and commercial vehicles as provided in this Section 7, is absolutely prohibited. Parking on any road in the Condominium is prohibited. All visitors to a Unit shall park their vehicles in the area as designated by the Association.

By-Law Rules and Regs. (Sect. 8-12)

Section 8. Advertising.

No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association.

Section 9. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Consolidating Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association. All copies of such rules, regulations and amendments thereto shall be furnished to all Co-owners.

Section 10. Right of Access of Association.

The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit.

Section 11. Landscaping.

No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association.

Section 12. Common Element Maintenance.

Sidewalks, yards, landscaped areas, driveways, roads, parking areas, docks and piers shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements. Use of any recreational facilities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted rules and regulations.

By-Law Rules and Regs. (Sect. 13-14)

Section 13. Co-owner Maintenance.

Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 14. The Declaration of Covenants.

The Declaration of Easements and Agreement for Maintenance for Northport Marina as defined in Article III of the Master Deed is incorporated herein by reference and shall be binding upon all Co-owners and the Association to the extent applicable to the Condominium Project. In accordance with such Declaration, each Co-owner in Northport Marina shall abide by the provisions relative to such membership as contained in said Declaration.

Board Regulations

Other rules that have been adopted or clarified are shown below. Some of these were directives from state authorities. Other regulations were motivated by the marina membership who brought concerns to the board and regulations were adopted at subsequent board or annual meetings and have been in force for some time.

TRAILER PARKING:

- Please note that in general trailer parking is prohibited. However, Before Memorial Day and after Labor Day the parking lot by the dumpster can be utilized for boat cleanup and inspection. During June to Sept. registration passes are required for trailers kept in this area. Passes are available from the marina office at the Gas Dock.
- Parking is not allowed in front of the pier entrances. (loading zone) (Bd. of Dir. mtg. 1/22/91)
- Extended parking is not allowed in the front row of parking lots; any extended period (exceeding 24 hrs.) of parking is to be in a remote area of the parking lot. (Bd. of Dir. 1/22/91)
- Parking of motorized vehicles or trailers is not allowed on grass areas of the Marina. (Bd. of Dir. 2001)

BOAT LENGTH:

- Boat Length and beam width are limited by the Master Deed to the size of your unit (boat slip) and certain accommodations made by the developer to original purchasers during the developmental phase. Boats may not extend beyond the designated slip size limits onto the limited commons or general commons area without written permission of the Marina Board. See Boat Length Regs. for more details.
- The "No wake area" consists of the water areas of the marina basin and extends through the entrance (outermost) buoys. (Spring mtg. 4/28/90)
- Boat washing on trailers is prohibited on Marina property except in the area by the dumpster, located in the northern parking lot. (Bd. of Dir. 2001/ref. DEQ)
- SWIMMING: Swimming in the marina basin and J-Channel is prohibited for health and safety reasons. (Bd. of Dir. 2001/ref. DEQ)

Board Regulations, Continued

- **CHARTERS:** Captains doing business out of the Northport Condominium Marina Association are subject to special additional requirements for liability and activities for, but not limited to, clients (non co-owners) who use the parking facilities, bathhouse, fish cleaning station, and other limited and general common areas. All Captains must contact the Marina Association Board and provide a yearly contract which covers the above concerns, beginning in the year 2001. (Bylaws/Bd. of Dir.)

GENERAL:

- All refuse, trash and garbage, except drain oil and fish remains are to be disposed of in the dumpster. Fish remains are to be double wrapped and placed in the freezer in the fish cleaning station. Oil is to be disposed of at oil reclamation centers. (Bd. of Dir./ref. DEQ)
- The transferring of fuel from personal containers or commercial carriers is prohibited within the marina.(Bd. of Dir./ref. State Fire Marshal)
- No open fires are permitted on floating docks or boats. Cooking with grills is not allowed upon piers or boats within the marina area. (Bd. Of Dir. Mtg. 1/22/91)
- Engines are not to be idled for excessive periods of time within the Marina. (Bd of Dir. 2001)
- Sailboat owners are required to tie all halyards in a manner to avoid banging or clanging. (Bd. of Dir. 2001)
- Sewage waste shall be disposed of at pumpout stations only and NEVER in the waters of the marina or bathhouse facilities. (Bd. of Dir 2001./ ref DEQ)
- Each owner shall keep his boat in a good state of repair and maintenance. (Bd. Of Dir. 2001)
- No paint or carpet is to be attached to a dock. (Annual mtg. 4/4/87)
- **FISHING:** Fishing is prohibited on main piers and finger piers except to co-owners who have access rights to the limited commons of that main pier or finger pier. Problems arising from damages done by misguided lures will be resolved by the owners. (Bd. of Dir. 2001)

Leasing and Rental Requirements

Right to Lease.

A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified below.

Leasing Procedures. The leasing of Units in the Project shall conform to the following provisions:

A Co-owner desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee of the Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. In lieu thereof, a Co-owner may use a form provided by the Association.

Tenants or non co-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

Board Policy on Rentals:

Any unit in arrears on assessments cannot be leased or rented without approval of the Board. In such cases, if approved, the Lessee will make the payment directly to the association to be applied to the amount in arrears of the co-owner.

A lessee who has violated either State Law or provisions of the Bylaw Regulations in the past will not be allowed to rent unless these violations are addressed and resolved in a manner that make them not likely to occur in the future.

A lessee (renter) is anyone using a slip that is not owned by them.

Legally, co-owners who allow their slip to be used by anyone other than themselves are renting, even if no money is involved. All lessee's must have a signed rental agreement on file with the association.

J-Channel Special Rules

The J-Channel concept was developed after the initial construction of the marina basin and was included as an additional adjunct to the marina through an amendment to the original Master Deed.

The concept included a private area of limited commons where a co-owner of units J-1 to 34 could place 1 dock box and 1 picnic table by his unit and also have a place to park a single vehicle within the allotted adjacent space.

In addition it also included a shared beachfront area with the Northport Condo Campground Association and a bath-house as well as access to additional parking. Legally this was done by deeding only the property mentioned in this paragraph to the Northport Condominium Campground Association with the stipulation that only Units J1-34 and Units 69-71 of the Marina Association had the rights to this area commonly known as the Beach Area. The deed also dictated as to how the expenses were to be allocated for such things as grass mowing, insurance, bath-house expenses as well as other types of maintenance.

The J-Channel units listed above are under the same regulations as the basin units with the exceptions of allowing for placement of a single dock box, a picnic table and parking. They pay the same annual dues as a deluxe unit in the Marina Association as well as an additional fee which is primarily dedicated to pay costs associated with the Beach Area.

The Campground Rules, which are similar to the Marina Rules, are in effect for this area, such as dogs must be leashed, no parking on grass areas, and no camping.

All Marina Rules apply to this area with the inclusion of no charcoal grills, no motor homes (because of size) parked by the units, no camping, and a speed limit of 5 mph on the roadway. The washing of boats on trailers is also prohibited in this area.

Spring/Annual Meeting/ Board/Credits

There are generally two membership meetings held during the marina season which is May 1 through October 30. The first meeting is held traditionally Memorial Day weekend and the Annual meeting is held Labor Day weekend. Board Meetings are held monthly or as needed during the operational season.

The first meeting does not require a quorum and is used to update the membership on current items such as financial matters, general announcements, plans for the current year and new gate and bathroom codes etc. Membership concerns can also be raised at this meeting. This meeting is often referred to as the Spring Meeting.

The **Annual Meeting** has greater significance since in addition to the above information, election of marina officers takes place. A quorum must be present in person or by proxy in order for an election to occur. Two or three officers are selected for two year terms, alternating each year as to the number of positions available. If a meeting quorum is not available the board members remain the same.

Voting on other matters of importance can be done at the Annual Meeting. The items must be included on the Agenda that is mailed to you 10 days prior to the actual meeting. A quorum must be represented in person or by proxy in order to have a valid vote. **Any change that would alter the provisions of the Master Deed or ByLaws cannot be changed at an Annual Meeting.** There is a different process involved for voting on any of those type of proposed changes.

2015-2016 Board of Directors	
Larry Gontko	President
Jon Freese	Vice President
Mike Walton	Secretary
Dennis Klein	Treasurer
Dan Cassady	Trustee