

## **Resolution of the Board of Directors**

### **Cliffs on the Point Phase II Condominium Association**

#### **Supplemental Rules and Regulations & Dock Procedures and Specifications**

The Board of Directors approved the following resolution on September 21, 2022;

**WHEREAS**, the Association has an interest in assuring the continuous quality, appearance, upkeep, safety and condition of the units and the Common Elements and recognizes the needs of the Association members; and

**WHEREAS**, the Board of Directors wishes to establish standards for the operation and governance of the Association that serve as guiding principles for members of the Association; and

**WHEREAS**, the Bylaws of the Association, Article VI RESTRICTIONS, Section 9., Rules and Regulations, states that the Board of Directors may create reasonable regulations consistent with the Act, the Master Deed and these bylaws concerning the use and the enjoyment of the Condominium Units, and Common Elements may be made and amended from time to time by any Board of Directors of the Association, to reflect the needs and desires of the majority of the co-owners in the Condominium.";

**WHEREAS**, the Board has determined that it is in the best interests of the Association and the Association's members to adopt Supplemental Rules and Regulations and Dock Procedures and Specifications;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors hereby amends all previous rules and regulations and adopts the following Supplemental Rules and Regulations and Dock Procedures and Specifications as the guide to the relationship between the Association and its members.

**CLIFFS ON THE POINT II**  
**CONDOMINIUM ASSOCIATION**  
**SUPPLEMENTAL RULES & REGULATIONS**  
**PER SECTION VI OF THE BYLAWS**

Violation of these rules shall be subject to Article 20 Assessment of Fines.

If emergency maintenance is needed, call the management company. The number is posted near the doorway.

**SAFETY**

Never leave the fireplace burning when you leave your unit.

Do not use natural Christmas trees, wreaths, or roping inside your unit or on your balcony.

Gasoline cans are not to be stored in your unit, storage room, balcony, carport, etc. They must be stored on the boat only.

In accordance with Ypsilanti Township Ordinance, only propane or electric grills are permitted. Charcoal, wood, or other fuels are forbidden.

In accordance with Ypsilanti Ordinance, each unit must have at least one working smoke detector and fire extinguisher. Both should be checked regularly to ensure they operate.

Co-owners are responsible for informing their guests/agents/tenants of the Association rules and for ensuring that they obey the rules.

Security doors must remain closed at all times. They may be propped open briefly in warm weather and the resident must be present the entire time the door is open.

Do not buzz anyone in through the security door unless you know they belong inside.

If you are away during winter, leave your thermostat set to 65 degrees.

**GENERAL**

Windows overlooking the parking area must have conventional window treatments.

No posters or signs may be placed in windows or on the property.

Co-owners must provide a minimum 72 hour notification for all water shut downs with prior board approval.

## **GENERAL (cont.)**

Phone the guard if you expect guests or delivery persons during the hours the guard is on duty. The phone number is posted by the entry.

Door-to door soliciting is not permitted. Postings are not permitted.

All posted rules must be observed in the pool area.

## **LAUNDRY ROOMS**

Machines may be used only between the hours of 7:00 a.m. and 10:00 p.m.

Laundry facilities are for residents use only.

Clean the area when finished, including the lint trap inside the dryer door.

If a machine malfunctions, call the number posted on the machine and place a "Do not use" sign on it.

Remove clothes promptly when the machine cycle has finished.

Do not use tints or dyes in tubs or machines.

Only a reasonable amount of laundry supplies may be stored in the laundry room. Storage of other items is not permitted.

Heaters are to be left on in winter and the door left open to prevent pipes from freezing.

Trash cans are to be used for disposal of laundry related item only. Do not place personal trash in them.

## **TRASH DISPOSAL**

All trash items must fit inside the dumpster and not impede the closing of the side doors and/or lid.

Items for recycle may be placed on the ground up to 24 hours before scheduled pick-up. Recycle containers must be retrieved promptly and stored inside your unit or storage shed.

Items for disposal may not be placed on the ground.

All discarded appliances, carpets, carpet pads, mattresses, remodeling or construction debris, TVs or other large items must be disposed of elsewhere off site. They may not be placed in the dumpster or on the ground.

Break down and flatten any large boxes.

## **VEHICLES**

All vehicles must be parked in designated parking areas and not interfere with trucks emptying dumpsters.

Vehicles under carports must have a sticker issued by the association, and not block the walkway.

Visitors are to park in “open parking” areas only. Guest or temporary vehicles are limited to 72 hours parking without specific permission for a variance.

All vehicles operating or parked on the property must conform to the provisions of the by-laws.

Vehicles not complying with this policy will receive a courtesy notice stating the violation affixed to the windshield. Three days after this notice the vehicle is subject to towing at the owner’s expense.

Boats and boat trailers may be parked on the property for a maximum of 48 hours.

Inoperable vehicles of any kind are not allowed on the property and may be towed at the owner’s expense.

Major repairs to vehicles or boats may not be performed on the property. Only minor repairs (changing flat tires, replacing lights or wiper blades, recharging dead batteries) are allowed.

Washing, waxing and minor detailing of vehicles and watercraft may be performed in open parking areas, not under carports.

Bicycles are to be parked in bike racks only. They may not be kept under carports, in hallways or elsewhere on the grounds.

## **BALCONIES**

Do not throw anything from balconies. This includes cigarettes, trash, and debris from rugs, tablecloths, mats or other items.

No wind chimes, bird feeders or bug zappers are allowed.

Flags, banners or other items shall not in any way encroach upon neighboring balconies.

Balcony railings are not to be used for drying laundry, towels, etc.

The co-owner is responsible for removing snow from balconies.

The use and/or storage of appliances other than a propane or electric grill, is prohibited. This includes, but is not limited to hot tubs, spas, freezers, refrigerators, and smokers.

Penetrating fasteners are prohibited in siding. Do not hang anything from the joists/ceiling. (Command strips/hooks allowed)

## **HALLWAYS**

Flat decorations (such as a picture, painting, etc) may be hung on the door only (Command strips/hooks allowed). These items must not be controversial or offensive to other co-owners. If the decoration is found to be offensive, a co-owner may request the Board to render an opinion. If the majority of the Board agrees that the item is offensive, the item(s) will be removed.

Non-flat items (shelving, furniture, etc.) as well as signs and hanging items are prohibited.

Only one (1) standard size (24"X36" or smaller) door mat may be placed at doorways provided they do not create a trip hazard.

The co-owner will be responsible to repair any damage to doors caused by the placement of decorations or any costs incurred by the Association for repair.

## **TOBACCO/MARIJUANA USE**

Tobacco/Marijuana use is permitted within the unit or on the balcony insofar as it is performed in a safe manner without damage to association property and without creating a nuisance.

Smoking is not permitted inside the limited common elements, including limited common area hallways/stairways and laundry rooms.

Discarding tobacco/marijuana products, their remnants or packaging in or on any general common element is prohibited. This includes walkways and grounds.

Damage to common elements from tobacco/marijuana use or products shall be charged to the co-owner responsible, as determined by the Board of Directors.

Co-owners are responsible for the actions of their tenants, guests and agents.

The Board of Directors shall arbitrate in the event that smoking or other tobacco/marijuana use leads to a dispute between co-owners.

## **WINDOWS AND DOORWALLS**

All windows and door walls shall have a U value of .32 or lower, be Energy Star rated and double-paned low E glass.

Exterior colors shall be bronze tone for door walls and almond for windows.

The co-owner shall submit a modification request, color samples and specifications for board approval before installing new windows or door walls.

## **CONDENSERS/AIR CONDITIONER COMPRESSORS**

Condensers (air conditioner compressors) are limited common elements of the registered co-owner and use is restricted to the co-owner of the unit it services. (Master Deed Article IV COMMON ELEMENTS Section 2(d))

The cost of maintenance, repair and replacement of each individual unit above shall be borne by the co-owner of the unit. (Master Deed Article IV COMMON ELEMENTS Section 3 (b))

The co-owner shall be responsible for all damage to any common element. (By-Laws Article VI Restrictions Section 13)

Co-owners and their contractors shall not be permitted on any shingled portion of the roof.

Debris shall not be thrown from the roof, shall not be left on the roof, and shall not be placed in the dumpsters.

Each condenser shall be labeled with the unit number or address.

Only air (or compressed gas) may be used to clean compressors. The use of water is prohibited.

Access shall be only through the roof access hatches of each building.

Access for maintenance or repair shall be coordinated with a member of the Board of Directors at least 48 hours prior to the expected appointment with the contractor.

Access for replacement of the unit shall be coordinated with a member of the Board of Directors at least 72 hours prior to installation. A pre-installation meeting may be required.

All work shall be done by a contractor licensed by the State of Michigan. Contractor must supply and submit proof of insurance. Co-owner or contractor shall obtain any required permits

All condensers shall be removed and installed by use of a crane.

Contractors are forbidden from making modifications to the General Common elements. Any necessary modifications (drilling holes, etc.) must be done by a roofing contractor approved by the Association Board at the expense of the co-owner.

Replacement condenser lines must use the existing penetrations or approval by the Association Board and a pre-installation meeting is required.

The use of non-treated wood (i.e. sleepers) is not permitted.

A minimum of 5 feet of condenser line shall be provided to allow movement of the unit for replacement or roof repairs.

## **PAYMENT POLICY**

The due date for annual assessment paid in monthly installments is the 1<sup>st</sup> day of the month with a 10 day grace period to avoid additional interest or collection charges.

Any co-owner in default is subject to a collection charge of \$25.00 per month until the account is paid in full including all interest, expenses of enforcement, service, attorney or management company fees.

Payments to delinquent accounts are applied in the following order:

Costs of collection and enforcement

Interest

Bank service fees

The remainder of the amount due

A delinquent co-owner may not restrict a payment to be applied in a specific manner. Restricted payments will not be accepted.

Any account in arrearage more than one month's assessment amount will be referred to the association's attorney for collection.

Only the Board of Directors, not the management company, may waive assessment charges.

## **DOCKS**

Docks are Limited Common Elements of the registered co-owners and are solely for their use and their guests only.

All boats must be owned and registered to a co-owner, spouse or registered lessee. Leasing of docks is not permitted. Guest mooring is not permitted.

There will be an annual fee per slip as determined by the Board of Directors, due March 1 of each year, to cover common dock maintenance of the agitators and buoys. Fees will be paid to Cliffs on the Point Phase II – Docks for deposit into the dock account.

**Copies of boat registrations are to be provided to the Association each year prior to boats being moored.**

Boating equipment (i.e. skis, covers, gas cans, sails, etc.) shall not be stored on docks except for the time a boat is in actual use.

Children are not to play on docks. Children are to be accompanied by an adult and confined to the dock whose owner they are visiting. Throwing rocks is strictly prohibited.

## **DOCKS (cont.)**

It is the co-owner's responsibility to make sure children are wearing life jackets. Cliffs on the Point Phase II is in no way responsible for the safety of children on or near docks or waterfront.

Repair and maintenance of the dock is the responsibility of the assigned co-owner. Docks must be maintained in a safe condition at all times.

Cleats, lines, tie-downs, wood rub rails and marine type bumpers are permitted. Any other proposed modification to any dock must be approved by the Board of Directors.

Vehicle tires and carpet may not be used on any dock.

Nothing may be attached to the wire mesh baskets on the shoreline.

Any dock assignment sold separately from a unit must be sold to a current Cliffs on the Point Phase II co-owner and recorded with the County Register of Deeds by way of an amendment to the Condominium Documents.

Only Olympic Maximum exterior solid sealant/stain – Jefferson Tan or Olympic Rescue It Max Resurfacer – Jefferson Tan may be used on docks.

## **KAYAKS**

Kayak rack use is on a first-come, first-served basis. No more than two (2) kayak spaces are permitted per unit for storage.

All stored Kayaks must be labeled with the Owner's unit number.

Kayaks must be placed in the rack and not on the ground.

This policy becomes effective October 21, 2022

**CLIFFS ON THE POINT PHASE II  
CONDOMINIUM ASSOCIATION  
DOCK PROCEDURES AND SPECIFICATIONS**

**PROCEDURES**

Cliffs on the Point Phase II docks are limited common elements of the Association for which the slip owners are fully responsible for maintenance.

Slip owners must maintain applicable insurance coverage on their docks for casualty and liability claims.

The slip owners may form and act through a Dock Committee of their members for their collective benefit. Such actions can include setting budgets, ice abatement, and performing inspections and maintenance.

Electric usage and other general services such as ice abatement, accounting, funds collection, and general management services, which are provided or coordinated by the Association for the docks, will be charged to slip owners on equal shares.

Docks which have been damaged or have deteriorated must be immediately repaired or replaced. Neglect of necessary repairs or replacement will produce enforcement action by the Association beginning with a notice to the slip owner(s).

Dock replacements must be approved in advance by the Association if they do not conform to the specifications below.

Substantial repairs and all replacements must be inspected and accepted by the Association, typically acting through its Agent. Inspections and acceptance services will be billable to the slip owners at prevailing rates charged by the Agent for additional services, with a minimum of one hour billing.

Other services that may be provided by the Agent or its contractors to the slip owners will be charged at such rates as may be negotiated between them.

**SPECIFICATIONS**

**General**

Existing docks must be continuously maintained by their slip owners so they are in substantial compliance with these specifications. Conformance to the Laws of the State of Michigan is required. Slip owners are also particularly directed to Ypsilanti Township ordinances which govern dock structures and maintenance.

Replacement docks must follow these specifications.

**Alternate designs for replacement docks proposed by slip owners will be considered by the Board of Directors based on the specifications and description provided in their proposal. Functionality, safety, esthetics, and consistency with the appearance of existing docks will be factors in the decision but no commitment of any approval of alternative designs is implied by this statement.**

No habitable structures will be permitted on boat docks.

Storage of flammable, toxic, or hazardous substances or materials is not permitted on the docks.

A water-resistant wooden plaque with brass numerals displaying the slip numbers shall be affixed to each respective side of the dock adjacent to the shore. The plaque and numerals shall conform in sizes, shapes, numeral style, materials, and placement on the dock with existing identifying plaques and numerals.

Roofs or canopies are prohibited.

Cleats may be affixed to the dock decking.

The Americans with Disabilities Act (ADA) or any related standard is not addressed in these specifications. The accessibility requirements provided in these specifications are not intended to comply with ADA or any related standards. The dock owner shall bear full responsibility for any ADA requirements.

American Society of Civil Engineers (ASCE) Manuals and Reports on Engineering Practice No. 50, Planning and Design Guidelines for Small Craft Harbors, is a recognized standard and may be used along with the requirements herein. The requirements provided in this specification shall govern over the ASCE No. 50 standard.

### **Site Placement, Plan Shape, and Size**

Docks shall be sited and maintained to conform to their original placement, equidistant from neighboring docks.

Docks shall be of a single rectangular plan with the longer sides perpendicular to the shore. No tee shaped or angled docks are permitted.

In plan the docks should measure 30 feet in length x 5 feet in width.

### **Flotation**

Floats shall be made up of a flotation material and an encasement around the flotation material. The use of drums or other cylindrical shapes for floats is prohibited.

Twelve floats shall be provided each with a nominal rectangular plan of 60 inches length and 24 inches width. The cross section of the floats shall also be rectangular with a nominal depth of 12 inches or such greater depth as to be sufficient to maintain the freeboard specified below. Floats are incorporated into the structure with their longer sides perpendicular to the longer sides of the dock and spaced to maintain consistent flotation throughout the length of the dock.

Missing floats or existing floats which become damaged or deteriorate such that they are inadequate to maintain their integrity or conformance with these specifications must be replaced immediately with totally encased floats meeting these requirements.

All replacement floats shall be warranted for a minimum of eight years against sinking, waterlogging, cracking, or fragmenting, and shall not be subject to damage by animals. A copy of the manufacturer's warranty shall be included with the certification of water absorption and encasement thickness.

### **Dead Load**

Dead load is defined as the weight of the entire dock structure including all permanent attachments.

The freeboard from the water surface to the top of the decking under dead load shall be a minimum of 14 inches and a maximum of 24 inches in calm water.

### **Vertical Live Load**

Decks shall be designed to carry a minimum 400 pound concentrated load on any 1 square foot of horizontal surface.

## **Horizontal Live Load**

Docks shall be able to withstand a minimum of four-foot high wave action. Docks, anchorage, and connections shall be designed to resist the loading from a wind with 77 miles per hour (mph) design basic wind speed (using the projected area method, this wind loading is approximately 15 psf in any direction).

Docks shall be designed to withstand an impact from the average boat expected to use the slip striking the end of the finger at 10 degrees off center line moving at a speed of 2 mph (approximately 3 feet per second).

## **Access Structures (Bridges/Ramps)**

Bridges shall have a maximum slope of 1:4 during most of the usable time of operation.

During extreme periods of flood and drought, the slope shall not exceed 1:3.

Access structures shall be designed to carry dead and live loads. Minimum live loads shall be 30 psf on deck.

## **Materials**

Docks shall be constructed with environmentally safe materials.

Decking shall be wooden. Deck boards 5 feet length x 5 3/16 inches width x 1 inch depth are typical, but subject to the structural and loading requirements defined above. Carpeting or similar materials covering the decking is prohibited.

Metal or plastic encasements for floats are acceptable.

Dock sides may be metal or wooden.

Boat rub strips, if provisioned along the sides of the dock, may be wooden, plastic, or other materials substantially in conformance with existing docks.

Connectors shall be galvanized steel or stainless steel.

Structural steel and panels shall have gauge and strength required to resist dead loads, live loads, and construction loads.

All steel shall be galvanized or painted with a primer and paint with a minimum thickness of 3.5 mils. Paint shall provide protection equivalent to a galvanized coating.

Wood components shall be pressure treated for water immersion resistance.

Wood treated with creosote or penta is prohibited.

## **Anchorage**

Docks shall be securely fastened into the lake bed with four cylindrical metal posts. The posts shall be of uniform height and extend not more than 42 inches above the deck of the dock.

## **Electric Power**

No installation of permanent electric outlets is permitted on the docks.

Temporary electric power sources used on boat docks or other structures near water must utilize protective measures such as Ground Fault Interrupters (GFCI) or low voltage systems.

## **Color**

All wooden components in each dock must be stained and sealed in a single color, either Olympic Maximum exterior solid sealant/stain – Jefferson Tan or Olympic Rescue It Max Resurfacer – Jefferson Tan. No other colors are acceptable.

Metal components may be painted to match the dock color or light grey.

This policy becomes effective October 21, 2022