

NEW CO-OWNER PACKET CHECKLIST

- | | |
|---|------------------------------|
| _____ PAYMENT BOOKLET | _____ KNOX BOX LETTER |
| _____ NEW OWNER DATA SHEET LETTER | _____ WEBSITE LETTER |
| _____ NEW OWNER DATA SHEET | |
| _____ NEW OWNER USEFUL INFO SHEET | |
| _____ DIRECT DEPOSIT FORM | |
| _____ BOARD MEMBERS INFO DIRECTORY | |
| _____ TELEVISION INFO SHEET | |
| _____ RENTAL QUOTA LETTER | |
| _____ CO-OWNER LIST | |
| _____ SAMPLE LEASE AGREEMENT | |
| _____ COPY OF BY-LAWS | |
| _____ COPY OF AMENDMENTS TO BY-LAWS (RE-LEASING) | |

Your signature below verifies that you have received all the above information

Co-Owner

Condo Address

Co-Owner

**Brewer Farms Condo Association
P O Box 783
Marshall, MI 49068**

To New Co-Owners:

Welcome to Brewer Farms Condominiums. In order to bring our records up to date we are requesting that all New Co-Owners fill out the enclosed data sheet.

This information is to be used only to conform to the condominium documents and is not available for public information.

The unit deed number being referred to on the data sheet is located on your deed and might be recorded as your property number. If you don't have your deed in your possession, it can also be found on your Title Insurance Policy, which should be among your Mortgage paperwork. Note that this number is not the same as your address number.

If you are leasing your Condo to others, please be sure to note that there are new leasing rules as of January 2012. Enclosed you will find the lease and the Article VI- Leasing restrictions which are very- important for you to follow. The lease is the only one we allow for our records. **Also be sure to provide new contact information to the New Horizon Property Manager at P.O. Box 783, Marshall, MI or call them at 269-558-8122 or contact Teresa@newhorizonmi.com for more information on leasing. These will be the same people you will contact for issues regarding your unit or the common elements.**

If you are planning on selling your Condo, please be sure to deliver a copy of your listing agreement: to the New Horizon Property Management within 2 days of listing your Unit and notify New Horizon Property Management within 2 days of the sale of your Unit. See Article VI- Section 2 of the Bylaws for more detailed information.

Please drop off your completed forms, within 15 days

**At the SITE DROP BOX at
Building D on lower level next to mailboxes**

**Or mail to: Brewer Farms Condo Association
PO Box 783
Marshall, MI 491)68**

If you have any questions on the data sheet or anything else please call any of our Directors or New Horizon Property Management.

Thank you

Brewer Farms Condo Association

**BREWER FARMS CONDOMINIUM ASSOCIATION
CO-OWNER DATA SHEET**

Unit deed number _____

Garage Unit number _____

Co-Owner name _____

Condo Address _____

Co-Owner e-mail Address _____

Co-Owner phone number _____

Number of persons living in unit _____

Name of persons other than Co-Owner _____

Is unit Mortgaged YES _____ NO _____

If yes list name and address, and phone number of mortgagee

Is unit leased? YES _____ NO _____

If yes, attach a copy of the lease agreement. Also attach new info for forwarding pertinent information regarding your unit.

If you leave town for the winter/summer please provide your mailing address and phone number for the purpose of mailing documents or emergency contact. (If forwarding is requested)

NEW CO-OWNER USEFUL INFORMATION

****According to the bylaws Article VI, Section 2-Listing and Sale of Unit.-If you are going to put your unit up for sale, you must deliver a copy of your listing agreement to the Board within 2 days of signing. See article for further details.**

****According to the bylaws Article VI, Section 3- Leasing and Rental- If you are going to lease your unit, you must provide a copy of the lease for approval to the board at least 10 day prior to leasing the unit. See article for further details.**

According to the bylaws Article VI, Section 6- Pets - Dogs are not allowed in the- Condo Units. See article for further details

According to the bylaws Article VI, Section 8-Vehicles- You are allowed to park 1 vehicle in a parking space and 1 in your garage for a total of 2 vehicles only- per Condo Unit See article for further details on other restrictions for vehicle use-.

According to the bylaw's- Article XIX Assessment of Fines - Section 1-3 - If a Co-Owner is in violation of the bylaws Fines can/will be assessed against the Co-Owner. See article for further details on Rules of how such fines will be levied.

****Be sure to fill out and return all paperwork included in your Welcome Packet**

If you have any question please contact your Manager.

**Brewer Farms Condominium Association
P.O. Box 783
Marshall, MI 49068**

Direct Deposit Form

- ☐ Please ***Add*** my account to the direct deposit list for Brewer Farms Association

Name on Account: _____

Bank Name: _____

☐ Checking ☐ Savings

Bank Routing Number: _____

Bank Account Number: _____

Monthly Amount: _____

Effective Date: _____

**** Please Attached A Voided Check***

Signature: X _____

- ☐ Please ***Delete*** my account to the direct deposit list for Brewer Farms Association

Name on Account: _____

Bank Name: _____

☐ Checking ☐ Savings

Bank Routing Number: _____

Bank Account Number: _____

Monthly Amount: _____

Effective Date: _____

Signature: X _____

Please fill out form and return to: Brewer Farms Condo Association, P.O. Box 783 Marshall, MI 49068

or Return to Drop Box at: Building D Lower Level (near mail box) Marshall, MI 49068

**BREWER FARMS CONDO ASSOCIATION
P. O. BOX 783
MARSHALL, MI 49068**

18 September 2019

Co-Owners,

As you are aware, in 2011 the Association held a vote by ballot regarding the leasing of condo units. This vote was to amend the leasing section of the by-laws and was approved by the majority of the co-owners. The change to the by-laws (in short form), as a refresher, and for the new co-owners, is as follows:

The Board of Directors shall not hereafter approve the leasing of any Unit in the Condominium if the lease would cause the total number of leased units in the condominium to exceed twenty (20) units. If twenty (20) units are leased, subsequent requests to lease a unit shall be accommodated on a first come, first served basis.

Since we have reached our quota of 20 units, anyone interested in leasing their unit will be put on a list and when a spot becomes available you will be notified.

For those that are currently under lease, you must turn in a new lease prior to expiration of the current lease to avoid losing your spot on the leasing list. You must be also leasing to the same tenant. If your current tenant moves out you then must get pre-approval prior to leasing your unit. If leasing of a unit during this time is done prior to pre-approval, fines and penalties per the by-laws, Article XIX Assessment of Fines, Section 3; fees will apply and be assessed.

If you have questions or need copies of the leasing changes for more detailed explanation of the leasing rules, please contact New Horizon Property Management at 269-558-8122.

Thank you-

This is a sample Lease from the Internet

LEASE AGREEMENT

This Lease Agreement is entered by and between the Landlord ("Landlord") and Tenant ("Tenant") as identified below:

LANDLORD: _____

TENANT: _____

Address: _____

Address: _____

Landlord and Tenant agree to the following terms and conditions:

1. **Description.** The Landlord, in consideration of the rents and covenants stated in this agreement, does lease to the Tenant the premises commonly known as BREWER FARMS CONDOMINIUM UNIT NO. _____, street address: _____, Marshall, Michigan.

2. **Rental Rate.** Tenant agrees to pay to Landlord a total of _____ and no/100 Dollars (\$_____.00) each month for rent for the entire term. Payment shall be made in advance on the _____ day of each month. Rental payments and all written notices to Landlord required by this lease shall be made payable to and delivered to: _____

3. **Late Fees.** If a rental payment is received after the date it is due, it is paid late. Tenant shall pay to Landlord a late fee equal to five percent (5%) of the amount of rent that is late. Partial payment of a month's rent does not abate late fees. In addition to late fees, Tenant shall owe Landlord Thirty-five and no/100 Dollars (\$35.00) for any check that is dishonored.

Landlord may terminate this lease because Tenants are chronically late with rent payments. Chronic rent payment is defined as paying rent after the due date on three or more occasions during the term of this lease.

4. **Term.** This lease shall be for a term of _____ months beginning _____ and ending _____ unless terminated by either party according to this agreement.

5. **Use and Occupancy.** Tenant agrees that the premises shall be used for residential purposes only. The maximum number of people who may occupy the premises at the above rental rate is _____ (____) persons. Not more than _____ additional persons, staying longer than three (3) days, shall pay the sum of _____ and no/100 Dollars (\$_____.00) after Tenant receives written approval from Landlord. Tenancy shall not exceed _____ persons.

Tenant agrees to use the premises according to all applicable regulations imposed by any governmental authority and to observe all reasonable regulations and requirements of any insurance company concerning the use and condition of the premises.

TENANT ACKNOWLEDGES THAT TENANT HAS RECEIVED AND READ A COPY OF THE BREWER FARMS CONDOMINIUM ASSOCIATION BY-LAWS AND WILL ABIDE BY ALL OF THE PROVISIONS OF ARTICLES VI, XIII AND XIX THEREOF DURING THE TENANCY.

Tenant agrees to return the premises and any furnishings to Landlord at the expiration of this lease in the same condition as when taken, reasonable wear and tear excepted.

6. **Repairs.** Landlord represents that the premises are fit for residential use. Tenant will maintain the premises according to applicable regulations imposed by any governmental authority and Brewer Farms Condominium Association. Landlord agrees to make all necessary repairs to the leased premises promptly after receipt of notice of the need for repairs. Repairs necessitated by Tenant or Tenant's guests will be made by Tenant.

7. **Utilities.** Tenant shall pay all utility bills incurred at the leased premises and shall have all the utilities placed into Tenant's name, maintain uninterrupted service throughout the term of the lease, and timely pay all utility bills. Tenant shall pay any penalties imposed by utility providers because of late payment of original bills.

8. **Taxes and Condominium Fees.** Landlord shall pay all condominium fees and real estate taxes and/or special assessments that shall become a lien upon the leased premises.

9. **Insurance.** Landlord and Brewer Farms Condominium Association shall obtain, and pay for, fire and extended coverage insurance upon all buildings now or from now on situated on the above-described property, in such company, and in such amounts that they shall approve, that shall be effective during the term of this lease. The policy of insurance shall correctly state the names of the parties in interest to who the loss shall be payable, and a copy of said policy shall be delivered upon issuance to the Landlord.

10. **Furnishings.** The premises are rented as furnished with the personal property, if any, listed on the attached Schedule A.

11. **Notices.** STATE OF MICHIGAN TRUTH IN RENTING NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OF LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

12. **Keys.** Upon termination of this lease, Tenant shall return all keys to the premises to Landlord. Tenant shall not make copies of any keys. Tenant shall not alter or install a new lock on any door to the premises without Landlord's written consent. Tenant understands that Landlord and Brewer Farms Condominium Association shall have a key to the premises at all times.

13. **Joint and Several Obligations.** Each Tenant is jointly and severally liable for all obligations of this lease. If one Tenant fails to pay rent, one Tenant or any number of other Tenants may be held liable for that unpaid obligation. The defaulting Tenant may remain liable to the other Tenants for that unpaid obligation.

14. **Damage to Tenant's Property.** Landlord shall not be responsible for any damage to or theft, loss or destruction of Tenant's property, unless such damage is caused by Landlord's negligence or failure to maintain the premises as required by this lease. Landlord is not responsible for insuring personal property and Tenant is encouraged to insure personal property.

15. **Quiet Enjoyment.** Tenant shall be entitled to the quiet enjoyment of the premises during

the term of this lease, as long as Tenant complies with the terms of this lease.

16. **Entry.** Tenant's right to privacy shall be respected by Landlord. Landlord, Landlord's agents and Brewer Farms Condominium Association agents shall have the right to enter the premises to inspect, make repairs or to show the premises to prospective tenants at reasonable times, provided a good faith effort is made to notify Tenant and arrange for a mutually convenient time for entry. Landlord, his agents and Brewer Farms Condominium Association representatives agree to enter only after knocking and giving tenant a reasonable response time, to leave the premises in as good a condition as when entered, to clean and remove dirt and debris that result from showing the premises or performing maintenance and repairs, and to lock the premises when leaving.

17. **Holding Over.** Tenant shall vacate the premises promptly at the expiration of this lease. No hold over tenancy whatsoever shall be created and if Tenant fails to vacate the premises upon expiration of this lease, Tenant shall pay Landlord the actual damages incurred by Landlord that result from Tenant's failure to vacate.

18. **Default.** Tenant shall be in default of this lease agreement if any of the following occur:

(A) If tenant fails to pay rent or any other sum required under this lease when due, Landlord may terminate this lease by providing seven (7) days written notice to Tenant.

(B) If Tenant breaches any other provisions of this lease, Landlord may terminate the lease by providing written notice to the Tenant as required by law.

At the expiration of the applicable notice period, this lease shall terminate and Landlord shall be entitled to possession of the premises and shall have the right to begin summary proceedings to evict Tenant, according to applicable law.

If Landlord re-enters the premises and terminates the tenancy of Tenant pursuant to this section, Tenant's duty to pay shall continue, subject to Landlord's duty to mitigate damages.

19. **Damage to Premises and Untenantability.** In case the premises are injured or destroyed in whole or in part by fire or other casualty during the term of this lease, Landlord shall immediately repair the premises so that they are substantially the same as they were before such casualty, unless the premises are untenantable and Landlord reasonably determines it not advisable to repair the premises. Rent shall abate entirely if the entire premises are rendered untenantable and shall abate on a pro rata basis in the event that only a portion of the premises are rendered untenantable, until such time as the premises are restored to a tenantable condition. If the premises are untenantable, and Landlord is unable to repair the premises to a tenantable condition within ten (10) days, Tenant may terminate this lease by giving written notice to the Landlord within twenty (20) days of the date of damage to the premises. There will be no abatement of rent if the casualty or other cause damaging the premises results from the negligence or willful act of Tenant.

20. **Subletting and Assignment.** Tenant shall not sublet the premises or assign this lease without the prior written consent of Landlord and Brewer Farms Condominium Association. Subletting by less than all of the Tenants requires the written consent of the other Tenants as well as by the Landlord. An approved sublet or assignment agreement does not terminate Tenant's responsibility for payment due under the lease.

21. **Waiver of Subrogation.** Each party releases the other party from any liability for loss, damage or injury caused by fire or other casualty for which insurance is carried by the insured party to the

extent of any recovery by the insured party under such insurance policy.

22. **Severability.** If a clause of this lease is found by a court to be invalid, such finding shall not invalidate any other term or provision of this lease.

23. **Lead-Based Paint Disclosure.** Tenant acknowledges receipt of a Disclosure of Information regarding Lead Based Paint.

24. **Additional Terms.** _____

IN THE PRESENCE OF WITNESSES, the parties have signed their names to this Lease on _____, 2012.

Executed by Landlord
in the Presence of:

LANDLORD:

Executed by Tenant
in the Presence of:

TENANT:

BREWER FARMS CONDOMINIUM ASSOCIATION
MARSHALL FIRE DEPARTMENT KNOX BOX PROGRAM

New and current residents of Brewer Farms Condominium Association are hereby advised that Brewer Farms participates in the Knox Box Program with Marshall Fire Department.

The Knox Box is a secure, heavy-duty, key safe access system. Individual condo keys are stored within the key safe, and the Fire Department maintains and secures the only access keys.

The presence and purpose of the Knox Box is to aid First Responders in gaining no-damage entry into individual condos, with your provided key, in the event of a medical, fire, or gas emergency.

Access can also be made in the event of a mechanical failure, or if you accidentally lock your keys inside. The Fire Department will attempt contact with you, and leave a business card and report number inside to announce our presence.

Participation is optional, but has been proven very effective. In an emergency, and without an available key, the Fire Department will use traditional methods to gain access to protect life and property.

The Marshall Fire Department takes this program seriously, and documents all key activity.

If you have questions, would like a demonstration, or to update your key to the Knox Box, please contact the Fire Department.

August 2019

Captain Dusty Nash

Marshall Fire Department

269-781-3922

BREWER FARMS CONDO ASSOCIATION
P.O. BOX 783
MARSHALL, MI 49068

18 September 2019

Co-Owners:

There is a fireproof knox box located on the lower level of each building that is provided by the fire department. It is there for the purpose of allowing each co-owner to have a key to their unit put into this knox box for emergencies. The only people that have access to this box is the fire department. The Association has to contact the fire department in order to gain access to it for emergency purposes such as fire or water leaking, or if someone was injured inside and the door was locked.

We strongly recommend that you take advantage of this opportunity. If a key is not available and the fire department or the Association needs to gain access to your unit they will have to break down your door and the responsibility of replacing it will be on you as the co-owner.

If you want to have your key put in the box please contact, Linda Kostich at 773-750-8424.

Thank you-

NOTICE NOTICE NOTICE NOTICE NOTICE

18 September 2019

Co-Owners:

TV Services allowed at Brewer Farms Condo Association:

Wow Cable
AT&T Uverse
Fibernet Internet

Satellite TV (Dish or Directv) have not been allowed since 2016.

If you install any type of Satellite TV you will have to remove it at your expense.

If you have any questions please contact the New Horizon property manager at: P.O. Box 783, Marshall, MI or call them at, 269-558-8122.
You can also contact Teresa@newhorizonmi.com

Thank you-

**BREWER FARMS CONDO ASSOCIATION
P. O. BOX 783
MARSHALL, MI 49068**

18 September 2019

Co-owners:

We are pleased to announce that we have updated our inter-association website. We are using the website for news and important information. We are continuing to communicate with a paper newsletter and this website for Association News. If you have any questions feel free to contact Jane Petz with any questions that you may have on this subject.

If you have absolutely no way of communicating via the website please fill out the form below and return it to either the drop box at building D or to P.O. Box 783 and we will issue the Association News via paper.

The website address is: www.brewerfarmscondos.com

Thank you,

Board of Directors

I have no means of communicating via the internet at this time.

Name

Address

Building
