



RULES AND REGULATIONS

Updated and Approved on February 7, 2025

As Co-Owners and residents of Quail Run II, we all live in a condominium structure where the grounds and the property are subject to restrictions and policies set by the Master Deed, Bylaws, and the Board of Directors. These are not a complete summary of all requirements under the Master Deed and Bylaws so you should always reference the recorded documents for a complete understanding of the terms of ownership and residency. We suggest you take the time to read this document as it will help answer many questions regarding policies affecting you and your home.

These Rules and Regulations were adopted by the Board of Directors on August 23, 1995 and became effective May 22, 1996. The Rules and Regulations may be amended periodically by the Board of Directors as the need arises.

NOTICE OF VIOLATION AND HEARING PROCESS

Per Article 7 Section 5

Fines may be levied after proper notice and hearing (see below). The violation of any of the provisions of the Quail Run II Condominium Association documents by any Co-Owner shall be grounds for assessment of monetary fines by the Association, acting through its duly constituted Board. The Board may not assess fines until the co-owner has received notice per the following process:

Proper written notice shall be mailed and emailed (if applicable) by Berkshire Hathaway on behalf of the Board, to the offending Co-Owners at their mailing address on file. The written notice shall:

- 1.) State the specific violation citing the appropriate Section in the Master Deed, Bylaws or Rules and Regulations
- 2.) State the fine being imposed
- 3.) Advise the Co-Owner of their right to respond in writing to the Board within seven (7) days to request a hearing to present a defense for the alleged violation. If the Co-Owner does not respond to the notice, the violation and fine will stand as charged.

The Hearing Committee shall be composed of at least three (3) Quail Run II Board members. The Hearing Committee shall hear the Co-Owner's defense and determine if the co-owner is responsible for the payment of the fine levied by the Board of the Association. If the Hearing Committee determines that the Co-Owner is in violation of the Condominium Documents and is responsible for the fine, then the co-owner will be granted thirty (30) days to pay such fine. All fines duly assessed but not collected within the 30-day period may be collected in the same manner as provided in the Condominium By-Laws.

OCCUPANCY

(Fines to be determined based on violation)

No more than four (4) persons in a 2-bedroom unit, and five (5) persons in a 3-bedroom unit shall permanently occupy or reside in any Unit without the express written approval of the Board of Directors.

COMMERCIAL ACTIVITY

(Fines to be determined based on violation)

Condominium Units shall be used exclusively for residential occupancy in compliance with Article VII, Use and Occupancy Restrictions, Section 1, of the Condominium Bylaws. No Unit may be used for offices, retail sales, manufacturing, day care services, or the rendering of services for profit or any commercial activity.


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RENTAL, SALE AND VACANT UNITS
(Fines to be determined based on violation)

No unit shall be rented or leased or occupied by someone other than the Co-Owner for a period of less than one (1) year without the prior written consent of the Association. A copy of the fully executed lease agreement shall be provided to Berkshire Hathaway prior to occupancy along with all the occupants/renter's contact information. All rules and regulations of the Association pertain to all renters/occupants/guests and must be included in their lease agreement. Any Co-Owner who wishes to rent their Unit must complete the **Intent To Lease Form** available on the Association's website.

All Co-Owners who rent or do not live in the unit must personally, physically inspect the unit at least twice per year to ensure needed repairs are being reported to management. A formal inspection report is to be given to management upon completing these inspections. This will help ensure there isn't any neglectfulness in reporting Association maintenance issues. Rental or absentee Co-Owner property inspections are required semi-annually with completed reports submitted to BHHS by March 1st and November 1st of each year. The **QR II Semi-Annual Maintenance Reports for Rental or Absentee Co-Owner Property Form** is available on the Association's website.

If a Co-Owner plans to leave their property vacant for an extended period of time, more than 30 days, please complete the **Vacant Unit** form available on the Association's website.

If a Co-Owner plans to sell their Unit, please complete the **Intent To Sell Form** which is available on the Association's website. Any Unit that transfers ownership is subject to a Buy-In Fee of 1% of the sale price.

PETS
(Fine: \$10.00/day + cost of cleanup or repair)

No animal other than one (1) dog of a weight of thirty-five (35) pounds or less or not more than two (2) indoor cats shall be kept by any Co-Owners and/or residents of any condominium unit. Additional pets may only be kept with the prior written consent of the Board of Directors. **Dogs must always be on a walking leash and attended to when in the common areas.** Leashes/chains/etc. are not permitted to be attached to decks, trees, or other common ground elements. Damages created by left out leashes will be charged to the co-owner. Pets must always be kept under such care and restraint as not to be obnoxious on account of behavior, noise, odor, or unsanitary conditions. **FECAL MATTER must be removed from the common areas (including, but not limited to the lawn and garden beds of all units including the co-owner's) at time of occurrence by the owner.** Animal waste, including kitty litter, must be placed in plastic bags, and tied before being placed in trash containers. **Dogs should not be allowed to bark for more than a minute.** Co-owners work and sleep at various hours, and this can be very disruptive to all. All pets must be registered with the Berkshire Hathaway. Please find the required **Pet Registration Form** on the Association's website.

APPROPRIATE CONDUCT
(Fines to be determined based on violation)

Residents, their dogs, their guests, or invitees, shall not make, or allow to be made, noises, smoke, smells, light, etc. which are disturbing to other residents. This includes noise from within a Unit and outside a Unit. No resident may use any electrical appliance that will continuously interfere in any way with the radio, computer, or television reception of other residents.


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MODIFICATIONS

(Fine: \$100.00 + costs to remedy back to original design if required)

No Co-Owner or resident shall make alterations to the exterior appearance or structural interior of their Unit, including color changes or style or structural modification to his/her Unit without the written approval of the Board of Directors. The Board of Directors shall not approve any alteration or structural modifications which would jeopardize or impair the soundness, safety, or appearance of the Development. Requests for modifications must be requested and processed through Berkshire Hathaway by completing a **Modification Request Form** which is available on the Association's website. The form confirms the required paperwork, detailing the scope of work that would be required to be submitted with the form. Expect or plan at least 15-30 days for the Board to process the review before an approval or denial of your request can be determined. All structural modifications approved by the Board shall be detailed on a Structural Modification Form, signed by the Co-owner, and recorded at the Register of Deeds at the Co-owner's expense. Any modification made to the Unit will be the sole responsibility of the current and any future Co-Owner to maintain, repair and replace.

Please review the Responsibility List which details the responsibility of the Association vs. the Owner. If you have a question regarding a specific item not listed, please contact Berkshire Hathaway prior to making any change.

TRASH REMOVAL AND RECYCLING

(Fine: \$10.00/day)

All loose trash and/or waste materials must be placed into plastic garbage bags and tied before being placed in trash containers. This is necessary to keep the trash from smelling up the area around the units or spilling on the street when the container is being emptied. Emptied trash and recycle containers should be removed from the driveways or roadside the same day they are emptied. Trash is picked up weekly (on Friday) and recycling bi-weekly (on Thursday). Please see the flyer on the Association's website which details appropriate recycling.

EXTERIOR APPEARANCE

(Fines to be determined based on violation)

No Co-Owner shall display, hang, or store any clothing, sheets, blankets, laundry, signage or other articles outside of their Unit, or which may be visible from the outside of their Unit (other than draperies, curtains or shades of a customary nature or appearance), or paint or decorate or adorn the outside of their Unit with any radio or television antenna, or other equipment, fixtures, or items of any kind without prior written consent of the Board of Directors. The foregoing restrictions as to use and occupancy shall not be construed to prohibit a Co-owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature on a deck or patio that is appurtenant to their Unit.

ADVERTISING AND SIGNAGE

(Fine: \$25.00/week)

No lawn/garden signs or advertising devices shall be displayed which are visible from the exterior of any Unit or upon the Common Elements, including i.e. "For Sale", "political" or "advertising of any type," etc. signs, without written permission from the Board of Directors.


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WINTER HOLIDAY DECORATIONS
(Fines to be determined based on violation)

It is recommended that only fire-retardant artificial trees be used within the Units. This is to reduce the danger to all residents of injury or loss due to fire and to reduce disposal of live trees. Outside winter holiday decorations are permitted between Thanksgiving Day and New Year's Day. All decorations should be removed by the end of January. All outside lighting or electrical decorations must be UL approved. Extremely bright or flashing lights, such as those on decks or placed in garden beds should not shine into other co-owner's homes.

STORAGE
(Fines to be determined based on violation)

Bicycles, toys, and play apparatus, etc. must be stored in garages. Storing on sidewalks, next to buildings, patios, on or under decks, trees or on driveways is prohibited. No structure of a temporary nature, mobile home, van, trailer, tent, shack, garage, accessory building, or outbuilding shall be occupied or used at any time as a residence or for storage. Boats, trailers, commercial vehicles, or recreation vehicles may not be parked or stored on the common areas of the development. The Common Elements (such as on the sides of the units or under decks) shall not be used for the storage of supplies, personal property, trash or refuse of any kind without prior written consent from the Board of Directors. Be sure you do NOT have exterior containers anywhere that are holding water that can encourage the growth population of mosquitoes.

GARAGES AND PARKING
(Fine: \$10.00/day)

All vehicles parked on condominium property must have current license tags and be in operating condition. No recreational vehicles, boats or trailers shall be parked or stored on common drives or parking lots of the Condominium without the written approval of the Association, and no more than two (2) automobiles, vans, trucks, SUV, and/or other vehicles used for transportation purposes shall be kept on the condominium property by those persons residing in the condominium unit without prior written approval of the Board of Directors. No more than one of the two allowed vehicles shall be parked on the common grounds' driveway. All vehicles must be parked to allow for ease of ingress and egress for snow removal on all common grounds and mail delivery. Costs for return calls to plow out due to vehicles in driveways or common areas will be charged to that co-owner. Any Co-Owner who would like to request permission for a third vehicle, please complete the **Third Vehicle Authorization Form** which is available on the Association's website.

Garage doors are the responsibility of the Association except for the automatic garage door opening mechanisms and cables, which repair, and replacement is the Co-owner's responsibility. Garage doors are to be kept closed when they are not in use for the entrance or exit of vehicles. This is necessary for appearance purposes, to conserve heat in winter and air conditioning in summer, keep critters/rodents out, and to provide proper security. Repairs for damage to the garage door or common grounds due to a co-owner will be charged to that co-owner.

GARAGE AND ESTATE SALES
(Fines to be determined based on violation)

No garage/estate sales may be conducted on any part of the condominium premises without prior approval of the Board. Items are not to be placed or left on common ground elements such as driveways, lawn, etc. Signage is only permitted if the Board approves it and allowed during just the actual open sale hours. It needs to be taken down as the sale closes each day. Any Co-Owner who would like to host an estate sale must complete the **Estate Sale Form** which is available on the Association's website.


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COMMON GROUNDS

(Fines to be determined based on violation)

The lawn area around each unit is part of the common grounds and belongs to all Co-Owners within the Association. Lawn areas and common grounds should be kept clear of all items such as, but not limited to, vehicles, co-owner belongings, cable lines, animal fecal matter, hoses, leashes or signs. Please do not feed wild animals on common grounds and any bird feeders should be hung at least 10 ft. away from the building structure. Board approval, by completing the **Modification Request Form** available on the Association's website, is required for any alterations or additions a Co-Owner may wish to add, update or alter. Modifications of the common grounds require flagging by Miss Dig prior to any work being completed.

SNOW REMOVAL

(Fines to be determined based on violation)

The Association is responsible for removing snow from the driveways, sidewalks, and front steps per the seasonal contract. If a vehicle is parked in the driveway at the time of snow plowing, the driveway nor sidewalk will be plowed/cleared. If this vehicle impedes plowing the adjacent co-owner's driveway, the cost of return plowing will be charged to the blocking vehicle's Co-Owner. Driveway clearing may occur separately from sidewalk shoveling as the removal company may have separate crews to handle them. Sidewalk shoveling may be delayed due to extreme weather conditions for the safety of the workers. Co-Owners are responsible for salting their personal driveway, sidewalk and stoop. Rock salt is never permitted to melt ice near units as it creates an acid that breaks down cement; use non-sodium chloride "ice melt" products instead.

PLANTS AND SHRUBS

(Fine: \$10.00 + cost to correct or move)

No new plantings (bushes, shrubs, trees) or raised beds or (hard/soft scape) landscaping of any kind will be allowed on the Common Elements without the written permission of the Board of Directors submitted through the Modification Request form. This will not preclude the planting of annual or perennial flowers in the front bed of each Co-Owner's Unit. Care must be taken not to hit underground lines. Beds that have been Board approved and taken over or altered by a Co-Owner must be maintained by that unit's Co-Owner for all future time at the Association's level of expectation. Beds not well maintained will be removed by the Association at the Co-Owners expense.

SMOKE AND OPEN FLAMES

(Fines to be determined based on violation)

Residents, their guests, or invitees, shall not make, or permit smoke of any kind which is disturbing to other residents. The Association feels that smoke may produce a smell or toxins that are objectionable to many other Co-Owners and all units should eliminate neighbor's exposure to it. For example, make sure you aren't creating smoke/smoking near another Co-Owner's deck or open windows. Open flames near the building is never permitted. Torches, grills, etc. should always be placed at least 10 feet away from the building and roof line. Fire pits should never be placed on the deck or near the buildings per insurance regulations. Flammable material storage (such as propane tanks, etc.) should not be stored within the unit and at least 10 feet away from the building.

PLUMBING AND WATER USAGE
(Fines to be determined based on violation)

Each co-owner should maintain their plumbing system and fixtures (i.e., replace/repair leaking faucets, toilets, water heaters, piping, outside spigot/faucets, etc.). Winterize, by removing garden hoses from any outside spigots for the winter and turn off their inside shut offs. Flush only bio-degradable materials as approved by Kalamazoo City Works, clogs are a Co-Owner responsibility.

Water conservation should be maintained, or excess use charges will be assigned. Approved September 2022 Maintenance Responsibility Rules and Regulations - Excess water usage will be charged to the building. There is an excess water usage charge for any unit using above 85% of the association's averaged unit amount for a month.

Water Meter: There is one water meter per two units or per building. Water enters from one side/unit and is then piped over to the second unit. The shut off for the entire building (both units) is located on the meter where it enters the building in the basement. The shut off for the second unit is typically located in the ceiling area of where the pipe enters that unit. All sewage/wastewater leaves the building through the non-metered side. Be aware that any plumbing work on the meter entering side of the building affects the second unit. Water shut off on the entering side unit will also shut off the second unit and may create a large amount of rust or sediment damage to the second unit. Units with the water meters located within their side of the basement must notify the second unit's Co-Owner if and when they need to turn off the water for maintenance or repairs.

YOUR HOME: IS IT UP TO CODE?
Keep emergency numbers on hand.

The Units were built decades ago. Over the years, Co-owners have found that the following maintenance and upgrades have been required to make sure units are up to current building standards. To ensure your safety and protect your property and those connected to your unit we encourage you to check, replace and maintain the following:

- Clean/replace furnace filters and clean dryer lint filter, exhaust pipes and exterior vent cover
- Clean and service all fireplaces, flues and chimneys regularly
- Check all lights for proper voltage - change the older can or incandescent lights for LED lights
- Check the electrical outlets-install GFCI near water sources
- Make sure the whole electrical system and breaker is up to code and is bonded to avoid a current surging through the water system
- Are you following Fire Code and insurance company's recommendations regarding fire safety?
- Check for the proper number/placement of smoke detectors and replace worn-out batteries. Replace detectors every ten years
- Install a carbon monoxide detector.
- Check/certify fire extinguishers yearly
- Locate all water shut off valves in unit. Water enters through one metered side of the building and exits out the other unit's side. Maintain all interior and exterior fixtures/faucets.
- Install a water heater shut-off valve
- Stair railings must be secure
- Make sure your homeowner's insurance is up to date with appropriate personal property and liability coverage which cover full replacement costs