

***Brewer Farms Condominium Association  
PO Box 783, Marshall, MI 49068***

***New Co-Owner Packet Checklist***

- \_\_\_\_\_ New Co-Owner Welcome Letter
- \_\_\_\_\_ New Co-Owner Data Sheet
- \_\_\_\_\_ New Co-Owner Useful Info Sheet
- \_\_\_\_\_ New Co-Owner Rules – Key Bylaws
- \_\_\_\_\_ Direct Deposit Form
- \_\_\_\_\_ Television Info Sheet
- \_\_\_\_\_ Co-Owner Leasing Updates
- \_\_\_\_\_ Lease Agreement
- \_\_\_\_\_ Association Bylaws\*
- \_\_\_\_\_ Association Amendments to Bylaws\*
- \_\_\_\_\_ Knox Box Letter
- \_\_\_\_\_ Website Letter
- \_\_\_\_\_ In Case of Emergency Form

Your signature below verifies that you received the above information.

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Co-Owner Signature

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Condo Address

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Building Letter

*\*If requested, a paper copy of Bylaws can be picked up at New Horizon Property Management for a small fee or they can be found online at [www.brewerfarmscondos.com](http://www.brewerfarmscondos.com)*

***Brewer Farms Condominium Association  
PO Box 783, Marshall, MI 49068***

***Co-Owner Welcome Letter***

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 by laws and is not available for public information.

The unit deed number being referred to on the data sheet is located on your deed and may 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 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 New Horizon Property Management by mail or using the drop box at Building D.

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

Please drop off completed forms within 15 days unless otherwise stipulated.

Drop Box:

Building D on lower level next to mailboxes

Mail: Brewer Farms Condo Association

PO Box 783

Marshall, MI 49068

If you have any questions on the data sheet or anything else, please call New Horizon Property Management 269-558-8122 or email Teresa at [teresa@newhorizonmi.com](mailto:teresa@newhorizonmi.com) or any board member.

Thank you

Board of Directors

***Brewer Farms Condominium Association  
PO Box 783, Marshall, MI 49068***

***Direct Deposit Form***

- Please **ADD** the following account to the direct deposit list for Brewer Farms Association

Name on Account: \_\_\_\_\_

Name of Financial Institution: \_\_\_\_\_

Account Type:   \_\_\_ Checking\*   \_\_\_ Savings   \_\_\_ Other

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Monthly Amount: \_\_\_\_\_

Effective (start) Date: \_\_\_\_\_

\*Please attach a voided check

- Please **DELETE** the following account from the direct deposit list for Brewer Farms Association

Name on Account: \_\_\_\_\_

Name of Financial Institution: \_\_\_\_\_

Account Type:   \_\_\_ Checking\*   \_\_\_ Savings   \_\_\_ Other

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Monthly Amount: \_\_\_\_\_

Effective (start) Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Building Letter: \_\_\_\_\_

Signature: \_\_\_\_\_

Please complete form and return to: Brewer Farms Condo Association  
PO Box 783  
Marshall, MI 49068

Or return to dropbox: Building D, lower level (near mailbox)

*\*In the event HOA fees are increased by the Board of Directors vote, this form will serve as implied consent of the new rate.*

***Brewer Farms Condominium Association  
PO Box 783, Marshall, MI 49068***

***New Co-Owner Rules – Key Bylaws***

- 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.
- Bylaws Article VI, Section 3-Leasing and Rental
  - If you are going to lease your unit, you must provide a copy of the lease to the board within 10 days prior to leasing the unit. See article for further details.
- Bylaws Article VI, Section 6-Pets
  - Dogs are NOT allowed in the condo units. See article for further details.
- 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 per condo unit. See article for further details on other restrictions for vehicle use.
- Bylaws 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.

If you have any questions, contact New Horizon Property Management at 269-558-8122

***Brewer Farms Condominium Association  
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***Co-Owner Data Sheet***

Unit Deed Number \_\_\_\_\_

Garage I.D. Number \_\_\_\_\_ Bay Number \_\_\_\_\_

If 2 garages are owned, 2<sup>nd</sup> Garage I.D. Number \_\_\_\_\_, Bay Number \_\_\_\_\_

(Example: L2, 329)

Co-Owner Name(s) \_\_\_\_\_  
\_\_\_\_\_

Co-Owner Address *and* Building Letter \_\_\_\_\_

Co-Owner Email Address(s) \_\_\_\_\_  
\_\_\_\_\_

Co-Owner Phone Number(s) \_\_\_\_\_  
\_\_\_\_\_

Number of Persons Living in Unit \_\_\_\_\_

***Brewer Farms Condominium Association  
PO Box 783, Marshall, MI 49068***

***Leasing Updates***

Co-Owners,

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

As stated, 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 the leased units in the Condominium exceed twenty (20) units. If twenty (20) units are leased, subsequent requests to lease a unit shall be accommodated on a first come, first serve basis.

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 also be leasing to the same tenant. If your current tenant moves out, you then must get pre-approval prior to leasing your unit. If leasing a unit during this time is done prior to pre approval, fines & penalties per the bylaws, Article XIX Assessment of Fines-Section 3-fees, will apply and be assessed. Per the Board of Directors, there is a limit of one leased unit per co-owner.

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

Thank You

Board of Directors

**Brewer Farms Condominium Association**  
**PO Box 783, Marshall, MI 49068**

***Lease Agreement***

This lease agreement is entered by and between the Landlord, ("Landlord") and the Tenant, ("Tenant") as identified below:

Landlord: \_\_\_\_\_ Tenant: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_ Marshall, MI 49068

Landlord and Tenant agree to the following terms & 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, Building \_\_\_\_\_, Unit No: \_\_\_\_\_, street address: \_\_\_\_\_, Marshall, Michigan 49068.
  
2. **Rental Rate:** Tenant agrees to pay the 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 the 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.
  - a. Landlord may terminate this lease because Tenants are chronically late with rent payments. Chronically late rent payments are defined as paying rent after the due date on three or more occasions during the term of the 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 the Landlord. Tenancy shall not exceed \_\_\_\_\_ persons.

***Brewer Farms Condominium Association***  
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***Lease Agreement***

- a. Tenancy includes the following listed people:

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- b. 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.
- c. Tenant acknowledges that Tenant has received and read a copy of the Amended and Restated Bylaws of Brewer Farms Condominium Association and will abide by all of the conditions thereof, as well as all other condominium documents of the condominium project during his occupancy.
- d. Tenant agrees to return the premises and any furnishings to the Landlord at the expiration of this lease in the same condition as when taken, reasonable wear and tear is expected.
6. **Repairs:** Landlord represents that the premises are fit for residential use. Tenants 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 Tenants guests will be made by Tenant or at their expense.
7. **Utilities:** Tenant shall pay all utility bills incurred at the leased premises and shall have all the utilities placed into Tenants name, maintain uninterrupted service throughout the term of the lease, and timely pay all utility bills. Tenants shall pay any penalties imposed by utility providers 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 leased premises.
9. **Insurance:** Landlord and Brewer Farms Condominium Association shall obtain, and pay for, fire and extended coverage insurance upon all buildings 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 the lease. The policy of insurance shall correctly state the names of the parties in interest to whom the loss shall be payable, and a copy of said policy shall be delivered upon issuance to the Landlord. Tenants shall be responsible for insuring Tenants property. Tenant releases Landlord and the casualty for which insurance is carried by the insured party to the extent of any recovery by the insured party under such insurance policy.



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***Lease Agreement***

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 the Landlord. Tenants shall not make copies of any keys. Tenants shall not alter or install a new lock on any door to premises without the Landlord's written consent. Tenant understands that Landlord and Brewer Farms Condominium Association shall have a key to the premises at all times.

# of Keys Provided: \_\_\_\_\_ Initial \_\_\_\_\_

Mailbox Key: \_\_\_\_\_ Initial \_\_\_\_\_

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 Tenants 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 the 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 or purchasers at reasonable times, provided a good faith effort is made to notify Tenant and arrange for a mutually convenient time for entry (24 hours notice). 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

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***Lease Agreement***

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 the 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 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.
  - c. 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.
  - d. 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 damaged 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 untenable and Landlord reasonably determines it not advisable to repair the premises. Rent shall abate entirely if the entire premises are rendered untenable and shall abate on a pro rate basis in the event that only a portion of the premises are rendered untenable, until such time as the premises are restored to a tenable condition. If the premises are untenable, and Landlord is unable to repair the premises to a tenable 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 & Assignment:** Tenant shall not sublet the premises or assign this lease without prior written consent of Landlord or Brewer Farms Condominium Association. An approved sublet or assignment agreement does not terminate Tenant's responsibility for payment due under the lease.
  
21. **Payments to Association:** In the event the Landlord is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to the Tenant and the Tenant,

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***Lease Agreement***

after receiving notice, shall deduct from rental payments due to the Landlord the arrearage and future assessments as they fall due and pay them to the Association. This deduction shall not constitute a breach of this lease by the Tenant.

- a. In the event the rental payments are insufficient to pay Landlord's arrearage and future assessments as they fall due, Tenant shall advance and pay to Association the amount of money necessary to cover the Landlord's obligations to the Association, including damages to the common elements.
- b. Failure of the Tenant to remit the sums herein specified after such notice shall be considered a default in the lease agreement and enable the Association to:
  - i. Issue a statutory Notice to Quit for Non-Payment of Rent to the Tenant and enforce that notice by summary proceedings
  - ii. Initiate proceedings against the Tenant for money damages for breach of the conditions of the condominium documents.

22. **Water and 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.

23. **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.

24. **Lead-Based Paint Disclosure:** Tenant acknowledges receipt of a disclosure of information regarding lead-based paint.

**25. Additional Terms:**

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***Brewer Farms Condominium Association  
PO Box 783, Marshall, MI 49068***

***Lease Agreement***

In The Presence of Witnesses, the parties have signed their names to this lease on

\_\_\_\_\_ (month), \_\_\_\_\_ (day), \_\_\_\_\_ (year)

Executed by Landlord in the Presence of:

Landlord:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Executed by Tenant in the Presence of:

Tenant:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Please provide a phone number for Tenants that we can use in case of emergencies:

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

***Brewer Farms Condominium Association  
PO Box 783, Marshall, MI 49068***

***Community Resource Information***

Brewer Farms has members with limited mobility, no family nearby and lack of resources for food, home goods and other needs. Reminder, you can call 211 for needs. Neighbors are encouraged to call others to see if they are ok and in need of anything. Remind them if they are not able to get out, there are meals on wheels, grocery deliveries, pharmacy deliveries and such. Dial-A-Ride is still available 269-781-3975.

We have some great resources here in town. For example, Hemmingsen's will deliver prescriptions, or bring them to your car. Family Fare has Fast Lane grocery shopping and will place items in your trunk.

Fountain Clinic in Marshall is a local "free clinic" established more than 10 years ago to help those who have no health insurance and cannot afford medical care. Staffed primarily by volunteer physicians, nurses, dentists and clerks, who use the clinic's resources to provide physician services, diagnostic testing and medications for the patients they serve. The Clinic processes applications for the Elder Prescription Insurance Coverage programs through pharmaceutical companies and a Senior Millage Prescription Voucher program. For more information, please call 269-781-0952.

Calhoun County Senior Millage-Are you a citizen, 60 years and older, living in Calhoun County? If you know someone who is, you may be interested in the programs provided by the Senior Millage funds. Available programs include prescriptions, dental care, in-home services, meals, information, referral, and transportation. To learn about these and other programs, along with eligibility requirements, call the Calhoun County Office of Senior Services at 269-781-0846.

***Brewer Farms Condominium Association  
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***Community Resource Information Continued***

Calhoun County Senior Prescription Program-The Calhoun County Senior Prescription Program provides the features and benefits you need if you are among the thousands of seniors who must pay for needed prescriptions. Seniors received savings on brand name drugs and generics with a valuable and nationally recognized Prescription Card. Convenient mail-order service offers even deeper discounts. Those requiring maintenance drugs find this feature especially useful. Only Calhoun County is offering additional savings to its seniors. This program is unique to Calhoun County because the Senior Millage not only pays enrollment fees, but it provides an additional cost savings to the senior over and above the prescription discount savings. To get an application, call the Calhoun County Senior Services at 269-781-0846. You may also email them at [RXPROGRAM@calhoun-mi.com](mailto:RXPROGRAM@calhoun-mi.com).

Various members of our condo community and New Horizon provided this information to the Board. This is greatly appreciated.

***Brewer Farms Condominium Association  
PO Box 783, Marshall, MI 49068***

***TV and Internet Options***

Co-Owners,

As of September 2019, only the following TV Service Providers are allowed at Brewer Farms Condo Association:

- WOW Cable
  - <https://www.wowway.com/> or 1-800-343-2076
- Direct TV Stream (MUST BE STREAM, NOT SATELLITE)
  - <https://www.directv.com/homepage/> or 888-858-0405
- Fibernet Internet
  - <https://marshallfibernet.com/> or 269-558-4842

Satellite TV (no physical satellites on buildings) has 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 New Horizon Property Management at 269-558-8122

Thank you-

Board of Directors

***Brewer Farms Condominium Association  
PO Box 783, Marshall, MI 49068***

***Knox Box Letter***

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 emergency situations. The only people that have access to this box are 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 is 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 any board member (listed on boards next to building mailboxes).



***Brewer Farms Condominium Association  
PO Box 783, Marshall, MI 49068***

***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 the 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 any questions, would like a demonstration, or to update your key to the Knox Box, please contact the Fire Department.

Marshall Fire Department

269-781-3922

***Brewer Farms Condominium Association  
PO Box 783, Marshall, MI 49068***

***Website Letter***

We have an inter-association website ([www.brewerfarmscondos.com](http://www.brewerfarmscondos.com)). We are using the website for news and important information. We are continuing to communicate with a paper newsletter, on an intermittent basis, as well. Communication by email is preferable and reduces costs for the co-owners. Please provide your email to New Horizon or any board member.

If you have questions, feel free to contact any of the board members.

Thank you,

Board of Directors

***Brewer Farms Condominium Association  
PO Box 783, Marshall, MI 49068***

***In Case of Emergency Form***

Co-Owner Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Building Letter: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Renter Information (if applicable):

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Emergency Contact Information

(Please provide 2 emergency contacts, if possible)

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Co-Owner: \_\_\_\_\_