



c/o Advanced Management Company
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Spring 2018 Newsletter
Special – Compliance Edition

Annual Meeting News:

The 2018 Annual Meeting will be held on November 6th at 6 pm at the Laurel Island Links clubhouse. Traditionally, MHPOA annual meetings have been held in February, timing that does not allow for in-person member input into the following year's annual budget. We hope the change in timing encourages a good turn out. We look forward to seeing you there.

Compliance:

Over time, it is natural that residents may become lax in living within the rules provided for in the association's Covenants and Restrictions. It is required that new property owners be given a copy of the Declaration of Covenants and Restrictions (C&Rs) for Marsh Harbour before signing a contract for purchase of a home, and new renters should also be given the same. (We know that doesn't always happen.) For your convenience, a copy of these are permanently posted on our web site at <http://mhpoa.org/> under Documents & Forms. There you will also find other helpful legal documents and policies. At your convenience, please take a look at them.

The stated purpose of these restrictions is to “provide for the **maximum enjoyment** of the Membership Property by all of the residents and occupants thereof, and to provide **protection for the value** of the same” (Article VII, preamble, page 22 of the PDF) The reason for this special compliance edition newsletter is to provide a convenient, timely reminder to help all residents voluntarily be in compliance without irritating their neighbors, having to receive letters from the association management company, or undergo enforcement proceedings. You have a reasonable expectation that your neighbors

will stay in compliance with neighborhood policies and they have the same reasonable expectation in return.

There are 13 sections to Article VII, that include 12 restriction categories, and section 13 Enforcement by Members that effectively says, (1) if you or your renter do not comply, any other owner can “proceed at law or in equity to compel such owner or occupant to comply and abide thereby,” and the owner or renter failing to comply “shall be liable for damages” Although this sounds harsh, it’s for our own good, so we encourage voluntary compliance by everyone.

Because this is a newsletter, we’re only going to highlight a few of the 12 “restrictions” noted in the C&Rs.

Section 5. Trash; Animals. Obviously, this is two different things.

Trash: There are only two places you can keep your garbage container when it is not at the curb for collection; in a screened area or in your garage. Specifically, it “**shall not be visible** from the street or from any part of any other lot.”



Also, “No portion of any lot shall be used as a dumping ground” Please, the city of Kingsland will not pick up dumped refuse, furniture, building supplies, or mixed yard trimmings with other junk. Besides, all lots are somebody else’s private property.

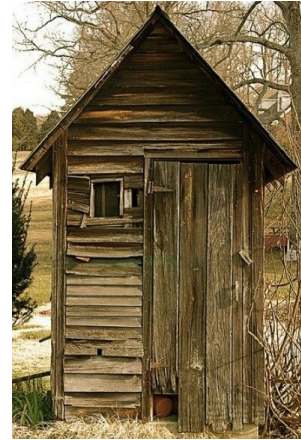
Animals: You can have a reasonable number of household pets for non-commercial purposes. Specifically, “provided that none of such pets are permitted to be a source of annoyance to any other resident.” In other words, please attend to noisy pets and pick up after them. If your pet is scaring your neighbor or waking their baby, you are not in compliance. We have a written Animal Control Policy on our web site.



Section 6. Signs. You can’t have ANY signs with one exception. If your house is for sale, we have allowed for a very specific “For Sale” sign. We have a policy document on our web site and an associated real estate sign specification. No, you can’t have a sign for your special advocacy, your political party, your candidate, or advertising a business or your church. If it’s not a compliant for sale sign, you can’t have it.

Section 8. Clotheslines. Section 9. Window Air-Conditioners. This is two things but they are really easy. You can’t have them. Sorry.

Section 10. Temporary Structures. This sounds easy but it's not. It includes temporary, semi-permanent, and permanent structures. Quoting, "no structure of a temporary *character*, including, without limitation, any trailer, tent, shack, garage or any other building, shall be permitted on any lot at any time, **whether temporary or permanent**, except with the **prior written consent** of the board of directors" This one is a big deal, sometimes violated unintentionally. Do study the C&Rs and the construction guidelines, and then don't do anything without it being approved. Thank you.



Section 11. Vehicles; Trailers; Boats; Automobiles. This is the last, and is the MOST OFTEN VIOLATED restriction. I'll summarize for you. If you have anything other than an automobile, SUV, van, golf cart, or pickup (includes: boat, trailer, boat trailer, camper, truck, or utility trailer – intention is anything other than an ordinary passenger vehicle), you can **ONLY** store it in your garage with the door closed. Your automobile can only be parked in one of two places; in your garage or in your driveway, and if it is in your driveway, must be in operating condition and properly licensed. You can't do major repairs in your driveway. **You also can't park on undeveloped properties.** This might sound



unreasonable. We have a policy document on our web site that provides a reasonable interpretation of the C&Rs.

We also have a golf cart policy on our web site.

ON THE BACK OF THIS PAGE: The new MHPOA parking ticket. The board has instructed our management company to issue these and keep track of regular offenders. Those who do not voluntarily comply will get letters. Repeated con-compliance may result in legal action. Please don't get tickets.

Very respectfully submitted by the Board of Directors of the MHPOA

The Marsh Harbour POA Parking Ticket

Date: _____ *Time:* _____

License: _____ State: _____

Parking Violation:

Please be advised that this vehicle is parked in violation of the Marsh Harbour Property Owners Association Declaration of Covenants and Restrictions (as shown below), and in violation of the association Vehicle Use Policies and Procedures as posted on the association web site:

<http://www.mhpoa.org/> and on the reverse of this violation notice.

We request voluntary compliance for the common benefit of your neighbors and maintenance of your property values. Continued non-compliant parking may result in formal corrective action by the association.

Very Respectfully,

Advanced Management Services LLC

For the Board of Directors, Marsh Harbour Property Owners Association

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Article VII of the Declaration of Covenants and Restrictions, Marsh Harbour, Camden County, Georgia, Section 11: "Vehicles; Trailers; Boats; Automobiles. No boat, trailer, boat trailer, camper, truck or utility trailer shall be permitted to be stored or repaired upon any Lot unless the same is entirely confined within a garage located on such Lot and the door of of such garage is kept in a closed position. No automobile may be parked upon any Lot unless the same is parked on a pavement area located on such Lot for such purposed, and the same is in operating condition and has affixed thereto a then current license tag and if applicable, operating sticker.