



## **User Fee Policy for Members for the use of the Michaywé Pool Complex**

The purpose of this policy is to:

- Outline the requirements for a Michaywé Pool Amenity User Fee.
- Provide rules and regulations specific to the access to the Michaywé Swimming Pool Complex area - Outdoor Swimming Pool, Indoor Swimming Pool, Hot Tub, Sauna, Pool Patio, and all connecting hallways. Amenity user fees as allowed for in the *Third Amended Declaration of Covenants, Conditions, and Restrictions for the Michaywé Common Properties*.

**A user fee for Member access to use the Michaywé Pool shall be established beginning April 1, 2023, through December 31, 2023, and renewed annually thereafter.**

**This is an opt-in program only for those who wish to access the Michaywé Swimming Pool Complex.**

**This user fee amount will be \$50 Annually with no proration to current members.**

**1) Michaywé Restricted Pool Complex** – For MOA Members in Good Standing and their Guests

**MOA Membership Card** - A wallet-sized card required for admittance.

MOA Members in Good Standing will receive MOA Membership Cards that will be used to access the Michaywé Restricted Amenities. Two (2) cards will be issued per property owner. Replacement cards may be issued upon request for an additional fee.

**MOA STR Card** - Michaywé short-term rental property owners will also receive a MOA STR Card for use by their renters. These cards will be required for admittance to and use of the following amenities:

- Swimming Pool Complex (Pools).

Two (2) cards will be issued per property owner. Replacement cards may be issued upon request for an additional fee.

**2) Pool Security Card (PSC)** - In addition to the MOA Membership Card, a proximity card will be required for admittance to the pools. This is an opt-in program only for those who wish to access the pools. MOA Members in Good Standing may purchase up to two (2) PSC's per property unit for \$15 each. Replacement cards may be issued upon request for the PSC fee of \$20. The original card will be disabled.

**Short-Term Rental Pool Security Card (STR PSC)** - Michaywé short-term rental property owners who want access to the pools for themselves and/or their renters will be required to purchase a STR PSC. Short-Term Rental Owners in Good Standing may purchase two (2) STR



PSC's per property unit for \$200. The STR PSC charge will recur annually, and the amount will be determined by the MOA Board of Directors.

Replacement cards may be issued upon request for the non-rental PSC fee plus \$20. The original card will be disabled

## **Michaywé Restricted Amenity Pool Complex Regulations**

- All users must adhere to all individual facility rules and regulations.
- Users must sign in when applicable and may be required to present a valid MOA Membership Card or MOA STR Card when requested by management, staff, and/or volunteers. Anyone found to not be in possession of the proper cards will be asked to leave the premises.
- Guests of MOA Members may access the restricted amenities without the Member(s) being present with the Member's Membership Card, and a PSC.
- Short-Term Renters may access the swimming pool complex a MOA STR Card, and a STR PSC.
- Short-Term Renters are prohibited from bringing guests when using the pools.
- Groups of eight (8) or more wishing to use a Michaywé Restricted Pool Complex must make arrangements in advance with the MOA Administrative Staff. A preapproval form may be obtained from the MOA Offices during regular business hours or online at Michaywé.com.
- Children under 14 years old must be accompanied by an adult when using the Pools.
- The sauna and hot tub operate at high temperatures and are too hot for infants and children; therefore, children under 16 years old are prohibited from using the hot tub and sauna.
- Children who are not toilet-trained must wear swim diapers. A \$100 fine may be levied if the pool must be closed and corrective actions taken due to the presence of fecal matter.

**Definitions** (taken from the *Third Amended Declaration of Covenants, Conditions, and Restrictions for the Michaywé Common Properties*)

### **Article I - Definitions**

#### **Section 1. Definition of Terms.**

The words and phrases used in this Declaration are defined as follows:

P. "User Fee" Those fees charged for utilization of a specific Michaywé Common Property.

### **Article II - Property Rights**

B. The unilateral right of the Association to fix, levy and collect user fees with respect to the Michaywé Common



Properties.

C. The unilateral right of the Association to suspend the right to use any of the Michaywé Common Properties for any period of time, based upon the non-payment of dues, user fees, and/or assessments levied by the Associations, and/or for any infraction of any rules or restrictions concerning the use of the Michaywé Common Properties.

1. "Good Standing" shall mean that a Property Unit, Owner and/or Member has made all payments due and payable to the Association for dues, special assessments, fine and any other fees or charges assessed to Owner, Member and Property Unit, and that the Owner and occupants of the Property Unit are in compliance with the provisions of these Restrictions, and the Master Deed Restrictions for the Michaywé Community, excluding violations of Article IV of the Master Deed Restrictions for the Michaywé Community and fines related to those violations, if such violations are under appeal.
2. "Member" shall mean and refer to the holder of the Membership in the Michaywé Owners Association acquired by each Owner of a Property Unit in the Restricted Property in the Michaywé Owners Association, as an incident of ownership of such Property Unit.
3. "Membership" shall mean and refer to that automatic interest acquired in the Michaywé Owners Association by each Owner of a Property Unit in the Restricted Property, as an incident of ownership of such Property Unit.
4. "Owner(s)" shall mean and consist of the record owner, whether one or more persons or entities, of the fee simple title or a land contract vendee's interest in each Property Unit. When more than one person or entity is the Owner of a Property Unit, all such persons or entities shall collectively be deemed Owner. If any Owner enters into a Land Contract for the sale of a Property Unit and the Land Contract or a Memorandum thereof has been properly recorded in the Office of the Otsego County Register of Deeds, then in such a case, the Land Contract Purchaser shall be deemed to be the Owner for the purpose of this definition.

The MOA Common Property Deed Restrictions Article 2, Sections 1, 2 & 4 shown below have been included as this policy is based on these restrictions.

***Third Amended Declaration of Covenants, Conditions, and Restrictions  
for the Michaywé Common Properties***

***Article 2, Section 1. Owners Right of Enjoyment.***

*Every Owner shall have a limited, perpetual right of use and enjoyment in and to the Michaywé Common Properties, which right shall be appurtenant to the ownership of a Property Unit, subject to the terms of this Declaration, the Master Deed Restrictions for the Michaywé Community, Association Documents, and all rules and regulations of the Association.*

***Article 2, Section 2. Limitation of Rights of Use.***

*The rights of each Owner in and to the Michaywé Common Properties shall also be subject to the following limitations:*

A. *In order to prevent the overcrowding and over use of the Michaywé Common Properties, the use and the right to benefit from and utilize services and programs associated therewith, those rights shall be limited to Benefiting Members and Designated Users, as defined and designated below:*

1. *Benefiting Members. Each Owner may designate in writing a maximum of two Benefiting Members per Property Unit. One of the individuals so designated must have an ownership interest in that Property Unit*



*(directly, or as beneficiary or trustee of a trust or as an officer or principal of a legal entity having an ownership interest in that Property Unit), and shall be the long-term (more than 31 days per year) principal occupant in residence on the Property Unit, shall be an individual who has occupancy rights to the Property Unit in a trust, or shall be an officer of a corporation or a principal in legal entity that has an ownership interest in that Property Unit. The second Benefiting Member shall be his/her spouse. If the first individual so designated does not have a spouse, another individual who meets the same qualifications as for the first designated Benefiting Member may be designated as the second Benefiting Member. The Benefiting Members(s) may be changed by an Owner a maximum of one (1) time per calendar year, excluding changes resulting from a change of ownership, by filing a new notice in the manner herein provided.*

- 2. Designated Users. If any Owner is the Owner of more than one Property Unit, the Owner acting as Member of the Association, may designate by written notice for each additional Property Unit owned, an adult, his or her spouse and their legal dependents to receive the Services and Benefits described in this Declaration, but subject to the conditions stated herein, in the Master Deed Restrictions for the Michaywé Community, Association Documents and applicable Rules and Regulations. Such persons shall be known as "Designated Users" and shall have the same rights as Benefiting members defined in Subsection (1) above. The Designated Users may be changed no more than one time per calendar year. For long-term rental of a residence with a written lease of more than thirty-one (31) days, the services and benefits described in this Declaration may be transferred to the renters who will then become Designated Users. A written notice to the Association by the Owner is required and may be made at any time occupants under such written lease may change.*
- 3. Written designations. All Owners of a Property Unit shall execute and file with the Association a written designation of Benefiting Members or Designated Users for each Property Unit owned, which designation shall be subject to change by all Owners of each Property Unit upon written notice to the Association. In the event all Owners of a Property Unit fail to execute and file such a written designation with the Association, no persons shall be entitled to the use of those Common Properties (except those open to the public for a fee, such as the golf course, restaurant, and bar), and the right to benefit from and utilize services and programs associated therewith, on behalf of that Property Unit.*

**Article 2, Section 4. Delegation of Use.**

*Use of the Michaywé Common Properties shall be restricted to Benefiting Members or Designated Users whose property units are in good standing. Any Benefiting Member or Designated User whose property units are in good standing may delegate, in accordance with the duly promulgated rules and regulations for the Michaywé Owners Association, his/her right of enjoyment to use of the Michaywé Common Properties to the members of his/her immediate family, his/her tenants, guests, and invitees. Such rights of delegation shall not exist in the absence of duly promulgated rules and regulation for the Michaywé Owners Association. These limitations on usage shall not apply to the use of those facilities that are open to the public and charged prevailing prices for their services such as the Pines Golf Course, restaurant, and bar.*

This document supersedes any prior Policy, Resolution, or Board action concerning the subject matter contained herein unless specified otherwise.

This policy was approved by the MOA Board of Directors  
at the December 17, 2022, Regular Board Meeting,  
at which a quorum was present.

