

Co-owner
North Bay Village Condominium Association

Re: Restated Rules and Regulations

Dear Co-owner:

At last month's special meeting, a number of Co-owners indicated they had not received the Rules and Regulations adopted by the Board of Directors in 2012, which included both general rules and specific Rules relating to monetary fines for violations of the Condominium Documents.

In order to avoid any further confusion about the Rules for North Bay Village Condominium Association, the Board adopted the enclosed Restated Rules and Regulations at a Board Meeting held on January 13, 2015. Pursuant to Article VI, Section 11 of the Condominium Bylaws, these Rules and Regulations shall become effective thirty (30) days after the mailing of this letter. These Restated Rules and Regulations update the general Rules, incorporate the procedure for levying and contesting monetary fines, and also contain a new section concerning the process of collecting unpaid maintenance assessments, including an increase in the monthly late fee levied for non-payment of an assessment from ten (\$10.00) dollars to twenty-five (\$25.00) dollars.

Please keep these restated Rules and Regulations with your official condominium documents for North Bay Village Condominium.

Additionally, in an effort to properly administer the Condominium complex, the Board of Directors is hereby requesting that co-owners submit certain information to the Association required by the governing documents:

- (1) Pursuant to Article IV, Section 1(a) of the Condominium Bylaws, co-owners are required to obtain insurance coverage on their units, including a minimum amount of \$25,000.00 in dwelling damage coverage. Each policy should also name the Association as an additional insured. Accordingly, please provide an insurance declaration to the Association within thirty (30) days showing that the necessary insurance is in place on your unit, and that the Association has been named as an additional insured on the policy.
- (2) Article VI, Section 5 and Article VI, Section 8 of the Condominium Bylaws authorize the Board to require co-owners to register pets and vehicles, respectively. The enclosed Restated Rules and Regulations invoke these Bylaw provisions by mandating that co-owners complete pet registration and vehicle registration forms. The forms have been enclosed with this letter and must be returned to the Association within sixty (60) days, if applicable to you.

(3) Under Article I, Section 1(e) of the Condominium Bylaws, co-owners should have filed a designation of voting representative form with the Association appointing one individual to vote on behalf of the unit. If you have not previously submitted that information to the Association, please also complete the enclosed Designation of Voting Representative form and mail it to the Association at your convenience.

Should you have any additional questions about the restated Rules or Regulations, or about any of the information requested by the Board of Directors, please feel free to contact us.

Sincerely,

Board of Directors
North Bay Village Condominium Association

NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION

Restated Rules and Regulations

Upon resolution of the Board of Directors of North Bay Village Condominium Association at a duly called meeting held on January 13, 2015, and by the authority vested to the Board of Directors under Article VI, Section 11 of the Condominium Bylaws, the Association hereby adopts the following Rules and Regulations:

I. GENERAL RULES

1. **Trash pickup:** Set garbage bags out at the utility doors of your building after 6:00 pm on Thursday for pickup on Friday. If a national holiday falls in any given week, trash pickup will be on Saturday morning. National Holidays are:

January 1, New Year's Day
May, Memorial Day
July 4
September, Labor Day
November, Thanksgiving Day
December 25, Christmas

Please consult Harrison Township for any other questions about holidays affecting trash pickup.

2. **Pets:** Up to two cats and/or two dogs not exceeding 20lbs in weight shall be permitted in a unit without prior approval from the Board. Any resident seeking to keep, house or maintain more than the aforementioned number of permitted pets, or any dogs in excess of 20lbs, must request and obtain written permission from the Board. Dogs are to be on a leash when outside, walked in the designated areas along the ditches (Old Shook Rd. and Jeffers Ct.) or in the lot next to Comerica, and promptly cleaned up after. Read Article VI, Section 5 of the Bylaws. Co-owners shall be required to complete a pet registration form for any pet residing in a unit.
3. **Vehicle Parking:** Each unit is assigned two parking spaces. The garage and space immediately behind the garage. Vehicles must first be parked in the garage and then in the assigned space adjoining the garage. No parking is allowed on access roads; they must be clear for emergency vehicles. Parking is not allowed on the grass. Co-owners shall be required to complete a vehicle registration form for any vehicle used by a co-owner or resident in the project.
4. **Utility Rooms:** Utility rooms are maintained by the Association and are for Association use only. No Personal items such as bikes, grills, chairs, etc. may be stored in the utility rooms. Personal property should be stored in your unit or the garage.

5. **Flowers:** Flowers in pots or on shepherd hooks may only be placed on the mulch or porches, and must be removed by the end of October. No plastic flowers are permitted. No flowers may be planted in the common elements. Please remove dead plants from porches and common elements.
6. **Bird feeders:** Only humming bird feeders are allowed. Bird feeders with seed attract rodents.
7. **No Feeding Wild Animals:** As stated above, feeding the squirrels and birds will only encourage other unwanted critters.
8. **Window and Door Improvements:** The screen doors must be medium brown or black in color to match the trim on the buildings. All windows and door walls must be a medium brown only to match the trim on the buildings for aesthetic standardization throughout the complex. Prior to making any changes in the windows or doors servicing a unit, co-owners are required to seek prior written approval from the Board of Directors pursuant to Article VI, Section 3(a) of the Condominium Bylaws.
9. **Barbecues:** Barbecues may only be used in the garage (with the garage door open) and are to be stored in the garage when not in use. No barbecues may be used or stored on porches, balconies or any of the common elements, except in the aforementioned garage.
10. **Porches, Balconies, and Garages:** White lights only for exterior lights servicing porches, door walls and garages. Please remove chairs and all furniture from porches and balconies by November 1. Said chairs and furniture shall not be placed on porches or balconies prior to April 1.
11. **Decorations:** Christmas decorations shall not be placed on the Common Elements before November 15 are to be removed by February 1.
12. **Noise:** Please be considerate. Unreasonably or excessively noisy activities shall not be carried on in any unit or on the common elements so as to disturb the peaceful enjoyment of other co-owners. Outside decorations that make noise, such as wind chimes, are not allowed.
13. **Litter:** Trash, refuse and debris shall not be thrown or discarded on the Common Elements, except as provided in Paragraph 1.
14. **Selling Units:** Remember to notify the Board if selling. A selling co-owner must provide the name and address of the purchaser to the Association at least ten (10) days prior to the closing and must provide a complete set of the Condominium Documents (Master Deed, Bylaws and Rules and Regulations) to the purchaser. Please read Article VI, Section 13 of the Bylaws.
15. **Mulch Beds:** No ornamental materials shall be placed or erected upon the common elements. Ornamental materials, include, but are not limited to, any type of

decorative items and/or statues, as well as solar lighting. Refer to Article VI, Section 14 of the Bylaws.

- 16. Resident Requests and Concerns:** Please put all requests and concerns in writing and send them via mail or e-mail to the Resident Manager. Do not place any such written communication directly in the Resident Manager's mailbox.

II. FINES

A. Notice of Violations

1. Upon violation of the Condominium Documents (Master Deed, Condominium Bylaws and Rules and Regulations) by a co-owner, lessee, tenant, non-co-owner occupant or resident and/or guest, monetary fines may be assessed to the co-owner upon written notice being provided and an opportunity to appear before the Board of Directors.
2. The notice shall contain an explanation of the alleged violation of the Condominium Documents and advise the co-owner of the right to appear before the Board of Directors upon written request within ten (10) days from the date of mailing the notice of the violation. Upon requesting a hearing before the Board of Directors, the Board of Directors shall invite the co-owner to offer evidence in defense of the alleged violation within thirty (30) days.

B. Hearing

1. The offending co-owner shall have the right to attend a hearing and offer evidence in defense of all the alleged violation, in accordance with Section A. above. The failure of the co-owner to request a hearing within the ten (10) days provided, or to appear at a requested hearing, shall result in the co-owner being considered in default by the Board of Directors, and the Board of Directors shall be entitled to levy the appropriate fine against the co-owner as provided in Section C.
2. A co-owner may bring witness(es) to the hearing upon advance notice being provided to the Board of Directors.
3. The Association may produce witness(es) in response to the alleged violations.
4. Upon reviewing the evidence and witness statements, the Board of Directors shall render a decision in regard to whether or not a violation occurred. If the violation was substantially the fault of the co-owner, lessee, tenant, non-co-owner occupant or resident and/or guest, a fine shall be levied in accordance with Section C. below. The decision of the Board of Directors shall be final.

C. Levying Fines

1. No monetary fine shall be levied for the first violation. A fifty (\$50.00) dollar fine shall be levied for the second violation. A one hundred (\$100.00) dollar fine shall be levied for the third violation. A two hundred (\$200.00) dollar fine shall be levied for any subsequent violations.
2. The fines levied pursuant to the above provision shall be assessed against the co-owner and shall be due and payable together with the regular condominium assessment on the due date for the next installment of the annual assessment. Failure to pay the fine will subject the co-owner to all liabilities set forth in the Condominium Documents, including, without limitation, the remedies for collecting assessments as provided in Article II of the Condominium Bylaws.
3. The levy of fines shall be without prejudice to any other rights of the Association to obtain compliance with the Condominium Documents for North Bay Village Condominium, including, without limitation, the right to institute a lawsuit to correct a violation.

III. Collection Rules and Regulations

1. All monthly installments of the annual assessment levied by the Association shall be due on or before the first (1st) of every month.
2. If a monthly installment, or any portion thereof, is not paid by the 5th of the month, the Association shall levy a late fee in the amount of \$25.00. Said late fee shall be assessed every month a Co-owner maintains a balance with the Association.
3. If a Co-owner has maintained a delinquency for two (2) consecutive months, the Association shall forward the account to the Association's attorneys for collection. The Association's attorneys shall notify the Co-owner of the delinquency in writing, and the co-owner shall be responsible for the attorney's fees incurred by the Association pursuant to Article II, Section 6(d) of the Condominium Bylaws.
4. If the Co-owner fails to bring the account current within thirty (30) days of receiving notice of the delinquency from the Association's attorneys, the Association shall authorize its attorneys to record a Notice of Lien against the Co-owner's unit pursuant to Article II, Section 6(c) of the Bylaws. Again, all attorney's fees incurred in this process shall be the Co-owner's responsibility under the Bylaws.
5. If a delinquent Co-owner fails to bring the account current within ten (10) days after notice of the lien has been mailed, the Association reserves the right to authorize its attorneys to initiate further collection action, including foreclosure of the lien on the unit and/or commencement of a lawsuit against the co-owner to

collect the delinquency. Again, all attorney's fees incurred in this process shall be the Co-owner's responsibility under the Bylaws.

6. Payments made by a delinquent Co-owner shall be applied first against the costs of collection, including attorney fees, late charges and then against assessments and fines in order of their due dates.
7. In the event of a delinquency, the Association may accelerate and demand payment of all remaining monthly assessments through the end of the fiscal year.
8. All Co-owners in default are prohibited from voting under Article II, Section 6(a) of the Bylaws.
9. The Association reserves the right to discontinue the furnishing of services to a Co-owner in default upon seven (7) days' prior written notice.
10. All requests for payment plans must be submitted in writing to the Association and approved by the Board of Directors. The Board of Directors reserves the right to waive any and all of the late charges upon a showing of good cause by the Co-owner.

These Restated Rules and Regulations hereby replace and supersede all prior Rules and Regulations adopted by the Board of Directors of North Bay Village Condominium Association.

North Bay Village Condominium Association:

Gaule Thompson

By _____
Its: Secretary

1-27-2015

Date of Mailing/Delivery