

# **RULES, REGULATIONS AND POLICIES OF THE CONDOMINIUM**

**Version: May 2018**

**Revised: September 2022**

**The Board has developed the following Rules, Regulations and Policies. When a co-owner fails to follow a rule, regulation or policy, it disrupts the smooth operation of the condominium and the peaceful enjoyment of other residents. The Bylaws of the Condominium provide the authority for the Board to impose sanctions, including monetary fines, upon those residents who fail to follow the Rules, Regulations, or Policies.**

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# 1 COMMON AREA MAINTENANCE (CAM) FEES

## A. CAM FEE OVERPAYMENT

In order to ensure consistency in accounting practices and to avoid unnecessary bookkeeping, Common Area Maintenance (CAM) Fee overpayments of any amount above the amount due (absent a specific request from the co-owner and acceptance by the Association) will result in a credit to the co-owner/unit's account of only the amount due, with the remainder of the payment being considered a donation to the Association.

## B. CONSEQUENCES OF DELINQUENT COMMON AREA MAINTENANCE (CAM) FEES

The Board of Directors has adopted the following schedule of consequences to be imposed upon any co-owner who becomes delinquent with Common Area Maintenance (CAM) Fees:

PERIOD OF DILENQUENCY	CONSEQUENCES TO BE ANTICIPATED
1 <sup>st</sup> Day of Month following due date	Notice of Lien filed with Register of Deeds
1 <sup>st</sup> Day of Second Month following due date	No Access to Swimming Pool
1 <sup>st</sup> Day of Third Month following due date	Shut-off of City Water supply <sup>1</sup> Shut-off of common Heating/Cooling loop
1 <sup>st</sup> Day of Fourth Month following due date	Cancellation of Parking Privileges <sup>2</sup> Foreclosure of Lien (at discretion of the Board)
1 <sup>st</sup> Day of Fifth Month following due date	Cancellation of Access to Electronic Entry Systems

1. The Association is hereby granted access to any unit necessary to accomplish the shutoffs provided for under this policy.
2. A chain will be placed across the assigned carport space and any car associated with the unit will be towed if found on Condominium property.

The consequences listed here are in addition to any late penalties imposed under other the Governing Documents. Consequences imposed under this Policy will remain in effect until all delinquent CAM fees become current. The co-owner shall be responsible for all costs and expenses incurred by the Owners Association (including all legal fees) related to the imposition and/or removal of consequences.

**C. LATE CHARGES FOR NONPAYMENT OF MONTHLY FEES**

- i. If the Common Area Maintenance (CAM) fee is not paid on or before the 10<sup>th</sup> day of the month in which it is due, a late penalty of \$50.00<sup>1</sup> will be imposed.
- ii. If the CAM fee is not paid before the 1st day of the month following the month in which it was due, a late penalty of \$10.00 will accrue on the 1st day of that subsequent month and will continue to accrue at the rate of \$10.00 each day until paid in full.

**2 COMMON AREAS**

**A. USE OF THE COMMUNITY ROOM**

- i. Only Co-Owners may reserve the Community Room. If a tenant of a co-owner wishes to use the Community Room, the co-owner/landlord must make the reservation and accept responsibility for the tenant use, including any damages which may occur during that use.
- ii. Reservations should be made through the Co-Owner Liaison via email or by dropping a note in the drop box by the elevator. A reservation may be made anytime at least 24 hours before the desired use, but less than 60 days before the desired use date.
- iii. A Board Member will ensure the Community Room door is unlocked before the time requested for the room use and will return to secure the room after the use. The reservation must specify the date and time during which the co-owner wishes the door to be unlocked.
- iv. After the desired use date is confirmed by the Co-Owner Liaison, but at least one day before the desired use, the co-owner will be required to leave a damage/cleaning deposit of \$25.00 in the locked drop box next to the elevator in the lobby. The deposit will be returned/refunded within two days after the use if the room is left as clean as it was found and if no damages are found by the Board Member securing the room.
- v. The co-owner using the room may use the refrigerator/freezer during the time requested in the reservation request.

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<sup>1</sup> Increased from \$25.00 to \$50.00 by the Association Board on September 19, 2022 per Amended And Restated Condominium Bylaws 297 Clay Condominium, Article II Assessments, Section 4.

- vi. There are four 8-foot tables, one 4-foot table, and 30 folding chairs available for use in the room.

**B. FITNESS ROOM USE**

- i. Use of the Fitness Room is open to all residents of the Condominium. The same personal fob used for the building entrance gives each residence to the Fitness Room.
- ii. Guests (whether they are residents or not) are not permitted to use the Fitness Room at any time.
- iii. The fob assigned to each User will be programmed to open the door of the Fitness Room.
- iv. Users agree to follow the Rules for the Fitness Room, which are posted in the Fitness Room and printed on the User Agreement

**C. POOL USE**

- i. All swimmers must wear appropriate swimwear at all times.
- ii. Any child who is not potty-trained MUST wear plastic or rubber pants with tight elastic around each leg and the waist. Swimming diapers are NOT a suitable alternative to this requirement.
- iii. The bathroom within the Pool Area is not to be used as a changing room.
- iv. Glass containers of any kind are prohibited.
- v. Running, rough play, and personal conduct endangering safety of oneself or others is prohibited.
- vi. No food is permitted in the pool area.
- vii. No smoking is permitted at any time.
- viii. No animals or pets of any nature allowed.
- ix. All children age 17 and under must have a parent or guardian in the immediate pool area at all times.

- x. The Pool is for Residents Use Only according to our State of Michigan License. However, guests may use the pool IF ACCOMPANIED IN THE POOL ROOM BY THE RESIDENT.
- xi. In order to assure compliance with our State License, no Resident may have more than 5 guests in the pool area without prior approval of the board. The number of guests and the time of usage are subject to advance approval of the board and further may result in the assessment of a deposit/clean up fee. "Posting" of advance approval/additional guest usage will be determined by the board.
- xii. Rope defining deep/shallow area must remain in place (unless swimming laps); if removed in order to swim laps, the rope must be replaced before leaving pool area.
- xiii. Pool room door must remain closed. Do not prop door open at any time.
- xiv. Each swimmer is responsible for cleaning pool area after each use. Please remove any litter when leaving the Pool Room.
- xv. Violation of rules may result in restricted or denied use of pool and/or may subject the co-owner or tenant/occupant to fines as assessed by the Board.

**D. UNASSIGNED PARKING SPACES IN PARKING LOT**

- i. The uncovered, unassigned parking spaces in the parking lot are for use by residents, visitors, employees, and contractors on an intermittent, first-come, first-served basis. The spaces are not to be used for the longer-term storage of infrequently used vehicles as that would preclude other possible users from the space on a semi-permanent basis.
- ii. Owners of vehicles observed in the area of the unassigned, uncovered spaces for more than four consecutive days (thus indicating that the vehicle is not being used regularly by the owner, but rather is being stored in the area) will be asked to remove their vehicle from the parking lot or to move it to the owner's covered, assigned parking space under the carport. If the vehicle is not moved within a reasonable time (not greater than 48 hours), then the vehicle will be subject to being towed from the parking lot at the owner's expense.

- iii. Any vehicle parked in the unassigned, uncovered spaces for more than 4 hours which does not display a visible a resident/employee parking decal or a Visitor Parking permit will be subject to immediate towing from the parking lot with no notice to the owner of the vehicle.

### **3 GENERAL CONDO LIVING**

#### **A. FIREWORKS ON CONDOMINIUM PROPERTY**

No fireworks of any kind shall be permitted to be stored or lit anywhere on condominium property. This includes all ground-based, launching and/or exploding fireworks of any sort.

#### **B. REQUESTS/APPROVAL OF PETS**

- i. No approval will be given to keep or allow a dog in any unit of the Condominium. However, a visiting dog may be permitted with the express written permission of the board for a specified period of time.
- ii. Any co-owner, on his/her own behalf or on behalf of his/her tenant, may ask the Board of Directors to give approval for keeping an animal within their Unit in the Condominium. The request should be in writing and be conveyed to the Board at least one week prior to the meeting of the Board at which the request will be considered.
- iii. Any request to the Board must be made prior to the animal (which is the subject of the request) being brought onto the property.
- iv. Any request must provide a full description of the animal for which approval is sought, including the species, color, age, gender, and size (current and anticipated upon full growth).
- v. Any approval granted by the Board will be contingent upon the owner of the animal complying with all City Ordinances (including the requirements for licensing and for immediately picking up excrement) and all Bylaws, Rules and Regulations, and Policies of the Condominium. No animal may be allowed to defecate anywhere on Condominium property. The Board may, in its discretion, impose further, specific conditions upon which the approval is contingent. If smells from the animal(s) are detected in the common areas and/or in other individual units, then co-owner may be required to remove the animals from the Condominium property.

vi. As provided by the Bylaws, violations of the conditions upon which the approval is based may result in penalties imposed by the Board, including monetary fines and removal of the animal from the Condominium.

**C. SMOKING ON THE PREMISES**

Smoking is prohibited on the property that comprises the Condominium, including in all common areas in or around the building without exception: on all decks, in the parking lot, and all other outdoor areas. This policy applies to all employees, owners, residents, clients, contractors, visitors, and any other person.

Smoking is NOT prohibited within co-owners' individual units. However, if a co-owner permits smoking within he/her individual unit, the co-owner must assure that no second-hand smoke or odor finds its way into the hallway or into another co-owner's unit. If the Board receives a report of on-going infiltration of second-hand smoke or odor from an individual unit, the offending co-owner will be required to take the necessary steps (including paying for sealing around pipes running through floors, ceiling or walls) in order to stop the infiltration.

"Smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, weed, plant, or related substance or product. This Rule prohibits the smoking of Medical Marijuana on Condominium property.

**VIOLATIONS**

Violations of the Muskegon County Clean Indoor Air Regulation will may subject the individual co-owner/tenant and/or the Owners Association to fines.

Violations resulting in the assessment of a monetary civil penalty against 297 Clay Condominiums Owners Association, Inc. due to a violation of the Regulation by any co-owner, resident, or their employee or guest will be charged to the co-owner of the unit to which the penalty was assessed.

Individuals violating this Smoking Rule and/or the County Regulation are subject to monetary penalties assessed by Public Health – Muskegon County and/or the Owners Association.

Monetary penalties assessed by the Owners Association will be according to the following fine schedule:

First Violation	\$50.00
Second Violation	\$100.00
Third Violation	\$200.00



Upon receiving a notice of a monetary penalty from the Owners Association, a co-owner will have 30 days to request a hearing at a regular meeting of the Board of Directors. After that 30-day period, or if no hearing is requested, any monetary penalty assessed by the Owners Association will be payable as any assessment by the Owners Association.

#### **4 LEASING YOUR UNIT IN THE CONDOMINIUM**

##### **A. REQUIREMENTS FOR LEASED UNITS**

- i. Any co-owner who desires to rent his Unit for any term shall first request and receive approval from the Board of Directors before offering any unit for rent. Any Unit approved to be offered for lease or rent must be in compliance with all Condominium Documents, including being current with all assessments, and also must be in compliance with all laws applicable to rental property within the City of Muskegon.
- ii. Because the Bylaws limit the number of units available for leasing to 5%, the following protocol will control approval of rental units:
  - a. The Owners Association will maintain a Rental Waiting List. Any co-owner of a unit wishing to seek approval to rent a unit must request that the Board of Directors put that unit on the Waiting List. The Waiting List will be maintained in chronological order based upon the date and time that the request is actually received by the Board of Directors.
  - b. Then, any time there are fewer than 5 percent rental units in the Condominium, one or more units on top of the Waiting List will be allowed an opportunity to find a tenant. Provided, however, that when there are 5 percent rental units in the Condominium, if a requesting unit is already a rental unit at the time a request is made, then the co-owner of that unit may rent to a new tenant provided that a new tenant commences a residency within the Rental Offering Period (listed below) after the previous tenant vacates the unit. If no new tenant commences a residency within the Rental Offering Period, then the unit will be placed last on the Rental Waiting List and the unit first on the Rental Waiting List may offer the unit for lease for the Rental Offering Period (listed below). If no such tenant commences a residency within the Rental Offering Period, then the process will be repeated until a unit secures a tenant in residence.

Rental Offering Period:

Absentee Landlords:

60 days

Other than Absentee Landlords:

120 days

- c. Upon obtaining the approval under subsections a and b, a co-owner who desires to rent his Unit for any term shall provide notice of such desire to the Board of Directors at least ten (10) days before presenting a lease form to a potential tenant. At the same time, the co-owner shall provide to the Board a copy of the exact lease form proposed so that the Board may review it for compliance with the Condominium Documents. Tenants and non-co-owner occupants shall comply with all of the conditions of the Condominium Documents and all of the provision of the Act, and all leases shall so state.
  
- d. In order to consider granting an exemption as provided in the Bylaws of the Condominium Article VIII, Section 1(a), the Board of Directors will consider the following criteria, in no particular order or priority:
  - 1. Has the real estate market resulted in substantially lower selling prices in the Muskegon area since the co-owner of the unit bought the unit such that the co-owner would incur a capital loss greater than 50% of the purchase price plus renovation costs that the co-owner has invested in the unit?
  - 2. Has the decision by a co-owner to sell the unit resulted primarily from a loss of employment, or involuntary transfer by his/her employer, resulting in a geographic move of greater than 75 miles from the Condominium?
  - 3. Has the decision by a co-owner to sell the unit resulted primarily from his/her marriage to someone who also owns a home in the Muskegon area into which the co-owner will be moving, or to someone who lives at least 75 miles from the Condominium into whose owned, or rented, home the co-owner will be moving.
  - 4. Has the co-owner demonstrated to the Board an inability to meet his/her financial obligations to his/her creditors and/or the Owners Association for a period of at least 6 months such that a bankruptcy and/or foreclosure of the unit by a creditor or the Owners Association is likely in the absence of an exemption under this subsection?
  - 5. Has the unit been maintained, renovated, or improved such that prospective rental income is likely to be above average when compared to other rental rates in the downtown Muskegon rental market?

- iii. Upon identifying a tenant, the co-owner shall provide to the Association the following documents:
  - a. a copy of the executed lease, which must list all persons by name and age who are authorized by the lease to occupy the unit;
  - b. a signed third-party notification consent form suitable to Consumers Energy indicating the Association as the third party to be notified in the event of a threatened shut-off;
  - c. a copy of a photo identification of each person over the age of 16 authorized to occupy the leased/rented unit;
  - d. a description and license plate for each automobile authorized to be parked at the Condominium by the tenant(s).
- iv. For purposes of these Rules and Regulations, the term "Absentee Landlord" shall mean a Co-owner who does NOT maintain at least one of the following at 297 Clay Condominiums:
  - a. A residence occupied by said co-owner;
  - b. A business in which the co-owner is a full-time active participant.
- v. A landlord, other than an Absentee Landlord, shall pay to the Association at least 5 days prior to a tenant taking possession of a Unit in the Condominium a non-refundable move-in fee of \$100.
- vi. A Landlord, other than an Absentee Landlord, shall pay to the Association at least 5 days prior to a tenant moving out of the leased/rented Unit a non-refundable move-out fee of \$100.
- vii. An Absentee Landlord shall maintain on deposit with the Association an amount equal to three (3) months Common Area Maintenance (CAM) fees for each leased unit owned by the Co-owner. An Absentee Landlord may request an exemption from the Board if the Absentee Landlord meets the following criteria and the Board, in its discretion otherwise agrees to the exemption:
  - a. The Absentee Landlord lives in Muskegon County, Michigan;
  - b. The Absentee Landlord personally and actively manages the leased unit;
  - c. The Absentee Landlord has always paid timely move-in and move-out fees for the leased unit; and
  - d. The Absentee Landlord has never been in arrears over 30 days with the Common Area Maintenance fees for the leased unit.

- viii. An Absentee Landlord shall pay to the Association at least 5 days prior to a tenant taking possession of a Unit in the Condominium a non-refundable move-in fee of \$200.
- ix. An Absentee Landlord shall pay to the Association at least 5 days prior to a tenant moving out of the leased/rented Unit a non-refundable move-out fee of \$200.
- x. Violations of any Bylaw, Rule or Regulation related to the leasing/renting of a Unit in the Condominium may result in any or all of the following sanctions, in addition to any remedy provided by the Bylaws or Condominium Act:
  - a. First Violation – Notice to the Co-owner of the violation, giving 5 days to cure the defect or violation.
  - b. Second Violation or Failure to cure after Notice of First Violation – Notice to the Co-owner of the violation, specifying the specific sanction to be imposed (as determined by the Board of Directors), which may include, but is not limited to the following options:
    - i. Restrictions of the tenant’s use of common areas including the swimming pool, parking lot, laundry facilities, etc.;
    - ii. Fine(s) to compensate the Association for any damages and/or costs (including administrative costs) associated with the violation.
    - iii. Any fines levied under these Rules and Regulations shall become Special Assessments upon the Unit and may be enforced as provided by the Bylaws of the Condominium.

**QUICK REFERENCE  
FOR THE  
CO-OWNER LEASING THEIR UNIT**

Any Co-owner who decides to lease his/her Unit within the Condominium should use the following checklist in order to assure compliance with the Bylaws and the Rule on Leasing. The procedure should be used when the Unit is first leased, as well as when the present tenant is leaving, and a new tenant will be sought for a currently leased Unit.

1. **Your Action:** As soon as you know you will want to rent your Unit, contact the Co-owner Liaison at [Contact297Clay@gmail.com](mailto:Contact297Clay@gmail.com) or by dropping a note in the drop box by the elevator in the lobby. In that communication, please include your name, the unit number and the best method for contacting you.
2. **Board Action:** After the Board of Directors considers your request to be placed on the Rental Waiting List, you will be notified of the Board decision, which will be based upon the conditions in the Rule on Leased Units (especially paragraph 2 of the Rule).

If your request is approved, you will be told your place on the Rental Waiting List. You will also be told whether there exists an opening within the 5% limitation on rentals in the Condominium.

3. **Board Action:** As soon as your Unit is at the top of the Rental Waiting List, you will be notified of the following:
  - (a) When there is an opening in the 5% limitation on rentals;
  - (b) The date on which your Rental Offering Period will commence and end. **It is important to understand that you may not lease your Unit until you have received this notification.**
4. **Your Action:** At that time, you must submit to the Board of Directors a copy of the lease you propose to use so that the Board can confirm that the lease complies with the Bylaw requirements before you present it to a prospective tenant.
5. **Your Action:** As soon as a tenant is selected (but at least 5 days before the tenant is to move into the Unit), you should provide the following items to the Board via the Co-owner Liaison:
  - (a) A copy of the executed lease;
  - (b) A copy of a photo identification for all tenants over 16;
  - (c) The make, model, and license plate for the car(s) the tenant(s) will park in our lot; and
  - (d) The appropriate move-in fee. Also, an Absentee Landlord must provide a deposit equal to three (3) months Common Area Maintenance (CAM) fees.

6. **Your Responsibility:** Confirm with the Co-owner Liaison the proper parking space and storage cage assignments for your tenant's use.
7. **Your Responsibility:** When planning for the tenant to move into the Unit, you should be sure the tenant has made arrangements for someone to watch any door that might be propped open during the move-in. That person must be able to control access to the building while the door is propped open.

You should also impress upon the tenant the need to protect the elevator and hallways.

## **5 MOVING IN AND OUT**

In order to provide for building security and to avoid disturbing other residents, all new residents (co-owners or tenants) are required to comply with the following requirements during move in and move out:

- i. All move in and move out activity must be scheduled in advance with the Co-owner Liaison and must occur during daylight hours.
- ii. Doors may only be propped open if a person is at the door preventing anyone from entering the building through the door that is propped open. That person is to confirm that each person entering the building has an active fob or has called his/her host for access.
- iii. A member of the Board of Directors must be informed before and upon the conclusion of each day moving activity.

Recall that the Policy Relating to Leased Units requires that a landlord pay a fee to the Association before a tenant moves in or out.

## **6 REPAIRS AND RENOVATION PROJECTS WITHIN INDIVIDUAL UNITS**

### **A. PROCEDURE FOR REPAIRS WITHIN YOUR UNIT**

For any repair within an individual unit of our condominium, the co-owner will have responsibility to arrange for the repair. If the repair turns out to be the responsibility of the Owners Association, and if an association-approved contractor is used by the co-owner, then the co-owner may submit the invoice from the contractor to the Owners Association for direct payment to the contractor.

The procedure to use in order to qualify for payment by the Association is:

- i. The Co-owner calls an Approved Contractor to assess the repair need and to give an estimate of the cost. Approved contractors are listed on the next page and may be changed from time-to-time by the Board of Directors.
- ii. If the estimated cost is \$500 or less, the co-owner can schedule the repair with the approved contractor without prior notice to the Board of Directors. If the estimated cost is more than \$500, then the co-owner needs to contact the Co-owner Liaison for approval of the cost before the work is done. If an emergency situation exists, then the contractor should immediately do what is necessary to alleviate the emergency, regardless of the cost of the final repair.
- iii. The co-owner notifies the Co-owner Liaison via email or written note in the drop box of the repair that is scheduled and the estimated cost.
- iv. The approved contractor can send the invoice for the repair directly to the Association for direct payment; or the co-owner can drop the invoice into the drop box in the lobby for direct payment to the contractor.

In order to determine whether a repair is the responsibility of the Owners Association, the following criteria will be used by the Board of Directors:

- i. If the repair is related to the heating/cooling water loop, the Association will be responsible if the repair is up to, or including, the threads on the out-going side of the last valve before the heat pump, or at or after the in-going threads on the first valve after the heat pump.
- ii. If the repair is related to the drywall, the Association will be responsible for repairing the drywall and a primer coat (but not finish paint) if the repair is necessitated by a leak or other cause emanating from a "Common Element" as defined by the Master Deed.
- iii. If the repair is related to plumbing (water supply or drain), the Association will be responsible if the repair is within the Common Element wall, floor, or ceiling, but only to the extent that the repair is plumbing on the unit side of the shut-off valve for that unit.
- iv. The cost of all other repairs will be the responsibility of the individual unit co-owner, unless approved by the Board of Directors before the repair is made. **Please review the Master Deed and Bylaws for repairs that require prior approval of the Association, such as fixtures attached to common element plumbing.**

**B. ASSOCIATION-APPROVED CONTRACTORS**

Skill Needed	Contractor Information
Heating & Cooling System	<p>Assured Comfort Heating and Cooling, Inc.            Attn: Chris Voorhies            1275 Holton Rd. Muskegon, MI 49445            www. hvacassured.com            (231)744-7571</p> <p>Northside Heating Cooling &amp; Refrigeration Inc.            2145 Jenna Lane            Muskegon, MI 49445-1699            www.northsideheatingandcooling.net            (231) 744-0911</p>
Electrical	<p>C-N-C Electric LLC            Attn: Chuck Galarneau            2147 Whitehall Rd.            Muskegon, MI 49445            (231) 329-0404</p>
Plumbing	<p>Lascko Plumbing &amp; Mechanical            375 Bayou Ave, Muskegon, MI 49442            www.lasckoservices.com            231-725-2777            General plumbing of any kind</p> <p>Drain Master Sewer &amp; Drain Cleaning            Attn: Dino Lombardi            (231)343-9745            24 hr. emergency sewer and drain cleaning -            clogged sinks and toilets</p>
Handyman Services	<p>Bob Stitt            RJS Quality Builders, Inc.            231-747-0743</p>
Window and Screen Repair	<p>Muskegon Glass            777 Pine St            Muskegon, MI 49442            (231) 722-2871</p>



**C. RENOVATION AND OTHER WORK BY OR FOR CO-OWNERS**

- i. Each co-owner who proposes to update, renovate, or make a substantial repair to a unit in the Condominium shall provide to the Association a completed Request for Modification Approval form as prescribed by the Board of Directors, together with the required documentation described in the form. **NO WORK SHALL BEGIN UNTIL AN APPROVAL OF THE REQUEST IS RECEIVED BY THE CO-OWNER.**

If the Approval requires inspection(s) by a person designated by the Condo Board, then co-owner shall pay, upon receiving the Approval from the Board, an inspection fee of between \$25.00 and \$150.00, depending upon how many inspections are required.

The Board of Directors may require a recordable Modification Agreement be entered into by the co-owner(s) as a pre-condition of any Approval.

- ii. To the extent possible and feasible, all debris generated by any updating, renovation, or substantial repair to a unit shall be removed from the unit by some means that avoids the indoor common areas of the Condominium. And to the extent it is not possible or feasible, as determined by the Association, to avoid indoor common areas, then the Co-owner must provide a cash damage deposit of not less than \$200 to the Association and shall pay for the repair of any damage or cleaning required, as determined by the Association, to any indoor common area as a result of the work associated with the individual unit. If no damage is caused, then the Association shall refund the damage deposit within 10 days of completion of the work within the individual unit.
- iii. The trash and debris generated as a result of work within an individual unit shall not be disposed of in the trash receptacle used for common trash disposal by businesses and residents in the condominium. Rather, the co-owner must arrange for the removal, at their expense, of all trash and debris generated by the work. The trash and debris must not accumulate in any common area of the condominium (indoors or outdoors) without the express approval of the Association.

**D. ACCESS BY CONTRACTORS AND AGENTS**

- i. Any cleaning, electrical, plumbing, carpentry, heating/ventilation, or other contractor or agent (including realtors) of any description doing work in a common area or in an individual unit within the Condominium must be properly licensed as required by the State of Michigan for the work being done.

- ii. All contractors and agents doing work anywhere inside or outside the building shall provide to the Board of Director proof of worker compensation covering all individuals working under the contractor's direction and liability insurance sufficient to protect the Association and all co-owners from all foreseeable risks of loss presented by the work being done.
- iii. No building entry keys/fobs are to be left outside the secured entry doors for use by contractors or agents, including real estate agents.
- iv. All contractors and agents doing work anywhere inside or outside the building must be admitted in person by a co-owner or member of the Board of Directors. An appointment must be made with a member of the Board of Directors whenever a co-owner will not be available to admit the contractor. Individuals over the age of 18 who are hired to do routine, household cleaning for a co-owner on a regular basis are exempt from these requirements.

## **7 VACANT UNITS**

### **A. GENERAL**

A vacant unit is one in which no one is residing for a period of more than 14 consecutive days, including units that are for sale and units belonging to seasonal residents, among others. A co-owner will be notified at the time the Association Board of Directors determines a unit to be a vacant unit.

### **B. REQUIREMENTS**

In order to protect the building systems and the adjoining units, each Vacant Unit will be subject to the following requirements:

- i. Each co-owner of a vacant unit must maintain electrical utility service;
- ii. Heat pumps in vacant units must remain on and operable with a setting no lower than 60 degrees during the winter;
- iii. Vacant units must be monitored every two weeks for leaks and other maintenance problems through the entire year. The Association's representative will enter each vacant unit in order to accomplish this monitoring;

- iv. Electrical and water utility services to the vacant unit will not be interrupted. To assure electricity service is maintained, each co-owner shall sign a third-party notification consent form suitable to Consumers Energy indicating the Association as the third party to be notified in the event of a threatened shut-off;
- v. In the event the electricity service is shut-off by Consumers Energy, the Association is authorized to restore electricity service, to put the account in name of Association, and to assess the unit co-owner for all expenses associated with restoration and maintenance of electricity service in unit. Any such assessments shall be subject to all remedies available to the Association for non-payment of assessments; and
- vi. Any conditioning of a vacant unit (commonly referred to as “winterizing”) may only be done upon the approval of the Board of Directors.

## **8 PENALTIES FOR VIOLATION**

### **A. GENERAL**

The Bylaws of the Condominium provide for the imposition of monetary fines in the event of a violation of the Governing Documents by a co-owner, tenant, guest, contractor, etc.

### **B. PROCEDURE: NOTICE, HEARING, ASSESSMENT**

Upon a determination by the President of the Board of Directors that a violation has occurred that can be attributed to a specific co-owner, a proposed fine will be set by the person designated by the board to do so and a notice will be sent via email or US Mail to the affected co-owner(s). The “Notice of Violation and Proposed Fine” will include:

- A description of the violation, with reference to the particular provision of a Governing Document
- The amount of the fine to be levied
- The date on which the Board will meet should the co-owner desire a hearing
- The date by which the co-owner must either pay the proposed fine or confirm his/her desire for a hearing before the Board
- Contact information to be used by the co-owner to confirm the hearing

If the co-owner confirms his/her desire for a hearing before the Board, the proposed fine will not be assessed until a determination is made after the hearing. Within seven (7) days after the hearing before the Board, the Board Secretary (or its designee) shall provide to the co-owner (via email, US Mail, or hand delivery) a written decision of the Board, which will include at least:

- The decision of the Board as to whether a violation occurred
- The decision of the Board as to the amount of the fine to be levied
- The date by which payment of the fine must be received by the Board

If no confirmation of the hearing is received by the Board by the date specified, then the proposed fine will become final and due on or before the date specified in the Notice.

Any fine levied as the result of the hearing, or levied because no hearing was confirmed, will become an assessment upon the Unit(s) owned by the co-owner. Recovery of the amount of the fine may be accomplished by any means as provided in the Governing Documents for assessments levied by the Owners Association.