



# Hidden Pointe Condominium Association



## RULES AND REGULATIONS

Adopted: \_\_\_\_\_

Effective: \_\_\_\_\_

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One of the fundamental purposes of the Condominium Association is to develop and enforce Rules and Regulations which enhance the shared ownership involved. Rules and regulations provide the basis for protecting the co-owners' investment in the Condominium Project and for providing the framework within which co-owners can live in harmony in a group situation. We hope you will recognize them as additional tools to keep Hidden Pointe Condominiums of West Bloomfield beautiful and to make the Condominium Project a pleasant living environment for all its residents.

Article VI, Section 10 of the Condominium By-Laws of Hidden Pointe Condominiums of West Bloomfield grants the Board of Directors the authority to make Rules and Regulations, from time to time, to reflect the needs and desires of the majority of the co-owners in the Condominium. The following Rules and Regulations have been adopted by the Board of Directors and are as follows:

### **DELINQUENT ASSESSMENT COLLECTION PROCEDURE**

#### **I. ASSESSMENTS.**

All annual, special and additional and/or increased assessments are to be apportioned among and paid by the co-owners in accordance with the percentage of value allocated to each unit in Article VI, B. of the Master Deed of Hidden Pointe Condominiums of West Bloomfield and as is provided in Article II, Section 4 of the Condominium By-Laws of Hidden Pointe Condominiums of West Bloomfield. The annual assessment shall be due and payable by the co-owners in twelve (12) equal monthly installments. Each monthly

installment is due and payable on the first day of each respective month. Special and additional and/or increased assessments levied by the Board of Directors of Hidden Pointe Condominium Association against co-owners are due and payable to Hidden Pointe Condominium Association on the due date(s) respectively established. Any other sums owing to the Association by the co-owner(s) which may be collected by the Association in accordance with Article II of the Condominium By-Laws, may also be collected as provided hereunder.

## **II. DELINQUENCY PROCEDURE.**

A. Any assessment payment not received by the Association, or its designated agent, on or before the due date shall be deemed delinquent and in default.

B. Delinquent assessments will cause a late charge in the amount of \$10.00, per month, or such other amount as may be determined by the Board of Directors, effective upon fifteen (15) days' notice to the members of the Association, to be automatically levied during each month the delinquent balance remains not fully paid past the tenth day of the respective month.

C. Notice of delinquency, the late charge levied and any other costs charged to the co-owner's account will be sent to the delinquent co-owner by the Association, or its designated agent, by the fifteenth day of the first month.

D. If full payment of the delinquent assessment(s), late charge(s) and any costs is not received by the tenth day of the second month, unless other satisfactory arrangements have been made with the Board of Directors, and/or its designated agent, the following steps will be taken:

- (1) all unpaid installments of the annual, special and/or additional assessment(s) for the pertinent fiscal year will be immediately deemed due and payable if any installments of an annual, special, additional and/or increased assessment remain fully or partially unpaid;
- (2) the matter will be turned over to the Association's attorney for handling, a lien will be filed, and notice of same will be sent to the delinquent co-owner; and
- (3) the Condominium unit mortgage lender will be notified of the delinquency, if applicable.

E. The expenses incurred in collecting the delinquency, including, without limitation, late charges, fines, interest, costs of collection and enforcement, including actual attorney's fees (not limited to statutory fees), advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the co-owner in default and shall be secured by the lien on the co-owner's unit.

F. If the delinquency (as defined in the previous subparagraph E), or any part thereof, continues past the tenth day of the third month, the Association may institute a lawsuit for foreclosure of the lien and/or money damages for unpaid assessments and/or any other claims that the Association, through its legal counsel, may deem appropriate.

G. Payments, whether partial or in full, on the delinquent account shall be applied first to late charges, costs of collection and enforcement of payment, including actual attorney's fees, and interest, and, thereafter, to assessment installments in default in order of their due dates, earliest to latest. The Association need not accept the tender of partial payment.

H. Failure to meet any of the time periods set forth herein shall not be deemed a waiver of the right of the Association to enforce or pursue its Delinquency Procedure.

### **III. RESTRICTIONS ON DELINQUENT CO-OWNERS.**

A. A co-owner in default shall not be entitled to vote at any meeting of the Association or serve as a director of the Association so long as the default continues.

B. The Association may discontinue the furnishing of any utilities or other services to a co-owner in default upon seven (7) days written notice to such co-owner of its intention to do so.

C. A co-owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium and shall not be entitled to vote at any meeting of the Association so long as such default continues.

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## **BY-LAW ENFORCEMENT PROCEDURE**

### **I. COMPLAINT PROCEDURE.**

A. Any member having a complaint concerning any violation of the Master Deed, the Condominium By-Laws, as amended, or other Condominium Documents of Hidden Pointe Condominiums of West Bloomfield should:

1. Note the incident date(s), time(s), name (if known), and address of the member, guest or nonco-owner occupant allegedly violating the Condominium Documents and write out a detailed description of the alleged violation; and
2. Submit the above information in the form of a written complaint to the Board of Directors of the Association, or its designated agent, if applicable. The Complaint should contain as many of the specifics as possible. (See suggested form attached hereto).

### **II. VIOLATION PROCEDURE.**

A. Upon receipt of a complaint, the Board of Directors, or its designated agent, upon the advise of the Association's legal counsel, if necessary, will determine if the complaint appears to be meritorious and if the Association has the jurisdiction to involve itself, or if it is something that the complaining co-owner should enforce himself.

B. If the complaint appears to be meritorious and the Association has jurisdiction to involve itself, the Board of Directors, or its designated agent, will send a written notice stating the nature of the complaint and demand for compliance, except with respect to an emergency or other extraordinary circumstances where written communication would be inappropriate. This written notice shall be sent to the offending member and the nonco-owner occupant or guest, if applicable, by certified and/or regular mail and will include:

1. An explanation of the alleged violation along with information pertaining to the section(s) of the Condominium Documents that the member, nonco-owner occupant or guest is thought to be violating; and
2. A date by which compliance must occur; and

3. If a fine is to be considered as a remedy, the following statements shall also be included in the written notice:
  - (a) An opportunity for the alleged offending member to submit a written request to appear before the Board of Directors, or such other quasi judicial body as may be established by the Board of Directors, with witnesses if so desired, no less than seven (7) days from the date of the notice, and offer evidence in defense of the alleged violation before a fine is levied and the Board of Directors and the alleged offending member shall have an opportunity to cross-examine any witnesses at such a hearing;
  - (b) A statement that the request for hearing must be in writing; and
  - (c) A statement that a hearing before the Board of Directors or such other duly authorized body, if properly requested, will be scheduled by the Board no less than seven (7) days from the date of the Board's, or its designated agent's, written notice to the offending co-owner.

C. Upon expiration of the date given for compliance, or such other reasonable time as the Board may determine, if the offending individual has not complied with the Board of Directors' or its designated agent's demand, nor provided any satisfactory response, unless a hearing is pending, the Board of Directors or its designated agent will refer the matter to the Association's legal counsel.

D. In the event of an emergency, or such other extraordinary circumstances, the Board, in its sole discretion, shall attempt to notify the offending member, and nonco-owner occupant or guest, if applicable, in writing or otherwise, but may immediately seek any and all legal remedies available whether or not such notice is provided. An emergency shall be defined as a complaint which, if not corrected immediately, will affect the safety, appearance and/or operation of the Condominium.

### **III. LEGAL PROCEDURE.**

A. If the violation continues past the date by which compliance is demanded, the attorney for the Association will be directed to send a letter to the offending member or nonco-owner occupant or guest, if applicable, which will include the following:



1. A statement of the alleged violation;
2. A demand for compliance within the period of time deemed appropriate by the Association's attorney and/or the Board of Directors, or its designated agent;
3. A statement that the offending member will be responsible for reimbursing the Association for all costs and attorney's fees incurred in seeking their compliance with the Condominium Documents, including both pre-litigation and post-commencement of litigation costs and attorney's fees;
4. A statement of the potential additional ramifications of noncompliance, for example, without limitation, instituting a lawsuit for injunctive relief, money damages and/or any other remedies deemed appropriate, and charging the offending member with the actual costs and attorney's fees incurred; and
5. Such other statement as the attorney shall so designate.

B. In the event of a default in the terms and provisions of the Condominium Documents by a co-owner and/or nonco-owner resident or guest, the Association shall be entitled to recover from the co-owner and/or nonco-owner resident or guest the pre-litigation costs and attorney's fees incurred in obtaining their compliance with the terms and provisions of the Condominium Documents. This remedy shall be supplemental and in addition to any other remedies afforded the Association under the Condominium Documents.

C. If noncompliance continues after the specified period of time, the Board of Directors, or its designated agent, may authorize the attorney to commence a lawsuit or take such other appropriate action against the offending member and nonco-owner occupant or guests, if applicable, seeking injunctive relief, money damages and/or any other remedies that the attorney may deem appropriate, including the recovery of the Association's costs and attorney's fees pursuant to Article XI, Section 1 of the Condominium By-Laws of Hidden Pointe Condominiums of West Bloomfield, as amended.

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## **FINE PROCEDURE**

### **I. NOTICE OF VIOLATION**

- A. Upon the violation of the Condominium Documents, monetary fines may be assessed upon written notice to the offending co-owner as prescribed in Article XI, Section 1(d) of the Condominium By-Laws, as amended, and providing the offending co-owner with an opportunity to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation.
- B. The written notice will contain those statements contained at II. VIOLATION PROCEDURE (B)(3), set forth at page 5 hereinabove.

### **II. HEARING**

- A. The offending co-owner shall have the right to attend a hearing and offer evidence in defense of the alleged violation, in accordance with Section I.A, hereinabove.
- B. A co-owner may bring witness(es) to the hearing upon advance notice to the Board that said witness(es) will be in attendance.
- C. The Association may produce witness(es) in regard to the alleged violation.
- D. The hearing shall be structured in accordance with Roberts Rules of Order, Sturgis' Code of Parliamentary Procedure or some other generally recognized manual of parliamentary procedure.
- E. After all evidences are submitted in regard to the alleged violation, the Board of Directors shall confer and render a decision in regard to whether or not a violation occurred, if the violation was substantially the fault of the co-owner in question and whether a fine should be levied. If a decision has been reached that a fine shall be levied, it shall be levied in accordance with Article XI, Section 1(d) of the Condominium By-Laws, as amended, and Part III of this FINE PROCEDURE set forth hereinbelow.

### **III. LEVYING AND ASSESSMENT OF FINES**

- A. No fine shall be levied for the first violation. No fine shall exceed Twenty Five (\$25.00) Dollars for the second violation, Fifty (\$50.00) Dollars for the third violation or One Hundred (\$100.00) Dollars for any subsequent violation.
- B. 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 first day of the next following month. Failure to pay the fine will subject the co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article II and Article XI of the Condominium By-Laws, as amended.
- C. The levy of fines shall be without prejudice as to any other rights of the Association to obtain compliance with the Master Deed, Condominium By-Laws, as amended, Rules and Regulations or any other Condominium Document of Hidden Pointe Condominiums of West Bloomfield including, without limitation, the right to institute a lawsuit.

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### **SEVERABILITY**

In the event that any of the terms, provisions or covenants of these Rules and Regulations or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not effect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such Rules and Regulations, Condominium Documents or the remaining provisions of any terms, provisions or covenants not held to be partially invalid or unenforceable.

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### **REFERENCES TO GENDER OR NUMBER**

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference to the plural shall also be included where the same would be appropriate and vice versa.

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This Rules and Regulations have been adopted by the Board of Directors of  
Hidden Pointe Condominiums of West Bloomfield on \_\_\_\_\_, 199\_\_.  
Effective: \_\_\_\_\_, 199\_\_.

BOARD OF DIRECTORS OF  
HIDDEN POINTE CONDOMINIUM ASSOCIATION

By: \_\_\_\_\_  
Roy A. Baker  
Its President

ATTEST:

BOARD OF DIRECTORS OF HIDDEN  
POINTE CONDOMINIUM ASSOCIATION

By: \_\_\_\_\_  
~~JoAnne Jody Adams~~  
Its Secretary *CHERYL PILCHER*  
*Its Treasurer.*

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