**2018– 2019**

**WOODCREEK VILLAGE CONDOMINIUM ASSOCIATION**

**BOARD OF DIRECTORS**

**PRESIDENT SHARON COTTINGHAM (248) 626-2769**

**VICE PRESIDENT RESA JANNETT (248) 737-2707**

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**JOSEPH SILVIAN (248) 417-3547**

**GAIL COHEN (248) 932-1988**

**BOOKKEEPER SUE LEON (248) 553-6699**

**RESIDENT MANAGER JIM LUCAS (248) 851-4510**

**Farmington Hills Emergency 911**

**Police, Fire, Medical**

**(Non-emergency) (248) 474-6181**

**In case we need to contact you, please call our manager, Jim Lucas, with your new phone number.**

**RULES AND REGULATIONS**

**OF**

**WOODCREEK VILLAGE CONDOMINIUM**

SEPTEMBER 1, 2015

The Board of Directors of Woodcreek Village Condominium Association (the “Board”) is committed to providing the Co-owners of Woodcreek Village Condominium with a well-governed, peaceful and pleasant place to reside. In pursuit of such goal, the Board, in accordance with Article VI, Section 10 of the Condominium Bylaws, has amended and restated the current Rules and Regulations of the Condominium (the “Rules and Regulations”), with the following which shall be effective as of September 1, 2015.

Words and terms defined in the Master deed of Woodcreek Village Condominium recorded in Liber 7584, Page 380 through 440, Oakland County Records, as amended by First Amendment to the Master Deed of Condominium recorded in Liber 7731, Page 464, Oakland County Records (the “Condominium Bylaws”) shall, unless the context hereof clearly require otherwise, have the same meanings herein as therein provided. For the purposes of these Rules and Regulations, the term “Co-owner” shall mean a person, trust or other legal entity who or which owns one or more Units in the Condominium and such Co-owner’s family members, guests, tenants and invitees.

**THE FOLLOWING RULES APPLY TO CO-OWNERS AND RESIDENTS.**

1. No Co-owner shall maintain, keep, board, have visit or otherwise have any pets within any Condominium Unit or upon the Common Elements of the Condominium. There shall be a $100 fine for each day in violation of this paragraph, beginning immediately.

2. Each and every motor vehicle owned/leased or used by a Co-owner shall be registered with the Association. A Motor Vehicle Registration Form may be obtained at the Manager’s office located at 29678 Middlebelt, Farmington Hills, MI 48334 during normal business hours. Failure to properly register such vehicles may result in having such vehicles towed, at the expense of the Co-owner.

3. All vehicles must be registered with the office within 10 days of moving in or receiving a new plate. No Co-owner shall park or store more than two (2) automobiles upon the Common Elements of the Condominium, excluding automobiles belonging to a guest visiting a Co-owner for a period of less than seven (7) consecutive days.

4. A Co-owner may submit a written request to the Board for permission to park a third automobile upon the Common Elements of the Condominium provided, however, in no event shall a Co-owner be entitled to park a third automobile upon the common Elements of the condominium for a period longer than one (1) month. The approval of a Co-owner’s request for a third parking space shall not be unreasonably withheld by the Board.

5. No Co-owner shall park or store, upon the Common Elements of the Condominium: (i) an inoperable motor vehicle; or (ii) a motor vehicle without current plates and/or tags.

6. No commercial vehicles shall be parked on Woodcreek Condominium property overnight. A $25 per day fine will start immediately.

7. No Co-owner shall store items other than (no more than 2 bicycles tagged with unit number) and licensed, insured and operable automobiles in their respective garage.

8 Outside doors on all buildings are to be kept closed. All garage doors (walk in and overhead doors) are to be closed. This is a security issue!

9. No Co-owner shall wash or perform repairs to any motor vehicle located upon the Common Elements of the Condominium or in a garage located within the Condominium complex.

10. To facilitate a safe environment within the Condominium complex, the speed limit upon the streets within the Condominium complex is fifteen (15) miles per hour.

11. To facilitate snow removal, no Co-owner shall park or store, upon any street within the Condominium complex, a motor vehicle during December, January, February or March.

12. No Co-owner shall park or store any motor vehicle on the street in front of 29632 Middlebelt Road, Farmington Hills, Michigan.

13. No Co-owner shall maintain, keep, store or use a barbecue grill or other fire-pit type device: (i) on their respective porch/patio; (ii) on their respective balcony; (iii) within their respective Condominium Unit; (iv) within their respective garage; or (v) on the Common Elements of the Condominium.

14. No Co-owner shall picnic upon the Common Elements of the Condominium.

15. Each Co-owner shall put his/her garbage in a quality sealed plastic bag and deposit such bagged garbage in a designated garbage receptacle in such Co-owner’s basement level. Each Co-owner shall deposit any and all WET GARBAGE in a garbage dumpster located outside of the condominium unit. No Co-owner shall deposit large sized items of personal property, including, but not limited to appliances, carpeting, rugs, furniture, cabinets, televisions and boxes in a garbage dumpster located outside of the condominium unit. Co-owners are responsible for making arrangements to have such large items removed from the condominium property. Each Co-owner shall break down any and all large boxes prior to depositing such box(es) in a garbage dumpster or the recycle bin. Notwithstanding anything to the contrary contained herein, a Co-owner shall be fined $500.00 for each instance of improper dumping of large sized items of personal property immediately upon violation.

16. Any Co-owner having a washer and/or dryer within their Condominium Unit shall be responsible for any and all damage to any condominium Unit and/or the common Elements of the condominium caused by such washer and/or dryer.

17. Unit renovations /alterations, maintenance, repairs or If you have any repairs or replacements that involve electricity or plumbing or structural changes, Co-owners must see manager and sign proper paper work.

1. Use licensed, insured and bonded electricians, plumbers and contractors
2. Permits must be pulled from Farmington Hills
3. Proof of license, insurance, bonding and permits must be shown to the Woodcreek manager **BEFORE** any work begins
4. Woodcreek has the right to oversee any work being done in the units
5. Any work done involving mold of any kind must be done by a licensed contractor who specializes in mold remediation

18. Any damage to any unit or any part of the common elements due to a co-owner’s failure to maintain, repair or replace anything causing the damage, will be the responsibility of the Co-owner at fault or the Co-owner’s insurance company, to pay for all damages.

19. Any Co-owner/Resident who hangs plants or other ornaments that pierce the bricks, cement or aluminum siding will be held responsible to pay for any damage.

20. No co-owner shall store his or her personal property in the common area of the basement of such Co-owner’s respective condominium building.

21. On or before November 1st of each year, each Co-owner shall remove all personal property (such as furniture, planters, etc.) off of such Co-owner’s respective Limited Common Elements (i.e., porches/patios and/or balconies).

22. Every other year Co-owners shall provide the Association with a furnace inspection certificate showing the furnace in their unit has passed a furnace inspection performed by a licensed contractor. The furnace inspection certificates shall be provided to our manager by November 1 of every odd numbered year. Furnaces less than three years old are exempt. However, you must provide our manager, with a copy of your sales receipt.

23. Co-owners shall provide the Association with proof of homeowners and liability insurance **within ten (10) days of insurance renewal or replacement annually.**

New buyers shall provide proof of homeowner’s insurance coverage within ten (10) days of purchase and shall continue with proof of insurance within ten (10) days of renewal or replacement annually.

The Policy Declaration Certificate Co-owners receive after paying their premium is considered Proof of Insurance. If Co-owner does not receive this certificate, one may be requested from Co-owner’s insurance company.

The Policy Declaration Certificate **MUST** list all terms of the policy:

● Dates the policy is in effect

● Co-owners must have liability insurance

● Co-owner’s dwelling must be covered for an amount that will cover any damages to their unit and its contents.

24. Co-owners shall provide the Manager with a key or keys to each unit that they own in order for the Manager to have emergency access to the unit(s).

25. Co-owners that rent any units must provide the Association with a copy of the lease and/or any amendments thereto within 10 days of the execution of the lease. The lease must contain the following**:** **Tenants agree to comply with the Condominium bylaws and all other condominium documents including the Master Deed and the Rules and Regulations of Woodcreek Village Condominium.** Co-owners shall also strictly comply with the provisions of Article VI, Section 16 of the Bylaws, which require 21 days prior written notice of any new lease for the unit and require the Co-owner to provide the Association with a copy of the exact lease form. Lease must specify whether tenant orco-owner has the right to use facilities such as pool, sauna, clubhouse, etc.

26. A new buyer / owner must live in his/her unit for two years before leasing it out.

Each condominium unit shall be used and occupied for private single-family dwelling purposes only. No owner shall use his or her Unit for transient or hotel purposes. No unit can be leased for less than one year. Individual rooms in the condominium unit cannot be rented out. There will not be more than four (4) occupants living in a two-bedroom condominium unit and no more than five (5) occupants living in a three-bedroom unit. Violations will result in fines of $100 per day starting immediately upon violation.

27. No Co-owner shall carry on any commercial activities anywhere in a unit or on the premises of Woodcreek Village Condominium.

28. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his or her family, of any fireworks anywhere within or on the grounds of the Condominium. This will result in a $100 fine immediately.

29. Co-owners shall only use their storage areas for storage purposes, and not for any other purposes.

30. No co-owner shall charge, or permit any occupant, agent, employee, invitee, guest or member of his or her family to charge any electric vehicle in the garages of the Condominium without the prior written consent of the Board.

31. No Co-owner shall install or permit the installation of any satellite dish, Direct TV dish, antenna or other device on the roof or other general common element of the Condominium. Co-owners shall strictly comply with the provisions of Article VI, Section 2 of the Bylaws.

32. The Board of Directors shall establish a Transfer Fee from time to time. The Transfer fee shall accompany the application to the Corporation to change the registration of the ownership of a condominium unit on the books of the Corporation. Initially, the transfer fee shall be $125.

33. **POOL RULES – SWIM AT YOUR OWN RISK – NO LIFEGUARD IS ON DUTY**. During the swimming season, between the hours of 9:00 a.m. and 9:00 p.m., the condominium swimming pool may be used by:

● Any Co-owner and his/her guest(s); and any person currently renting/leasing a condominium unit from a co-owner.

● Any and all guests, while at the pool, MUST be accompanied by a Co-owner or a Renter. Any person under the age of 18 years of age, while at the pool, must be accompanied by and under the strict supervision of a Co-owner or Renter who is at least 18 years of age.

● You must bring your driver’s license, a picture ID or a photocopy of your driver’s license or photo ID to the pool to prove you are living at Woodcreek Condominiums. This will prevent outsiders from entering the pool.

● No person shall swim under the influence of alcohol or drugs; consume alcohol.

● Do not bring glass containers to the pool.

● No smoking in the pool area or playing loud music.

● No running or engaging in horse play around the pool area.

● No excessive noise or disturbing others at the pool.

● No diving headfirst into the water.

● No use of abusive or profane language.

● No flotation devices, such as rafts, inner tubes, wave boards.

● Kick-boards, noodles, water-wings, other small floats that are less than two feet in diameter and soft sponge-like balls are permitted.

● Infants are not permitted in the pool and all toddlers must wear a swim diaper and rubber pants. Contamination resulting from improper swim diaper protection will affect pool operation. If contamination occurs, report the incident immediately to the Manager at (248) 851-4510.

● All co-owners, Renters and their respective guests shall clean-up after themselves when visiting the pool. Throw away all trash, straighten the pool furniture and close umbrellas.

These rules will be enforced by Board Members who will check the pool daily and will have the right to ask the people to leave the pool area. Failure to observe these rules may result in fines and loss of pool privileges.

34. In accordance with Article XI, Section 5 of the Bylaws, if a Co-owner violates any one or more of Paragraphs 1 through 27 of these Rules and Regulations and/or more of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13 and/or 14 of Article VI of the Condominium Bylaws and/or Paragraphs 1 thru 33 of these Rules and Regulations (the “Applicable Sections and Paragraphs”) the Association shall provide written notice to such Co-Owners (the “Notice”), of his/her violation (the “Violation”) by U.S. mail, hand delivery, and/or by affixing a copy of the Notice to the door of such Co-Owner’s Unit.

35. For a period of ten (10) days from the date of mailing of the Notice, the Co-owner receiving the Notice shall have the right to request, by certified or registered mail to the President of the Association at the address set forth in the Notice, a hearing in front of the Board to offer evidence in defense of the alleged violation. If timely requested, such hearing shall be held at such place within the County of Oakland and at a time and date established by the Board but not earlier than ten (10) days after the date of mailing of Co-owner’s request for such a meeting. The failure of such Co-owner to respond to the Notice and request a hearing in front of the Board to offer evidence in defense of the alleged violation constitutes a “Default”.

36. Upon appearance by the Co-owner before the Board and presentation of evidence of a defense, or, in the event of a Default, the Board shall, by majority vote or a quorum of the Board, decide whether a Violation has occurred. The Board’s decision is final.

37. After a Default by the offending Co-owner or upon the decision of the Board as recited above, the Co-owner shall be assessed:

a. A fine of $100 per day for violation of Paragraph 1 and 28 of the Rules and Regulations;

b. A fine of $500 per occurrence for violation of Paragraph 15 of the Rules and Regulations;

c. A fine of $100 per day for violation of the Sixth Amendment of the Bylaws, Article VI, Section 1 and Paragraph 26 of the Rules and Regulations.

d. A fine of $25.00 per day for violation of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 11,12,13 and/or 14 of Article VI of the Condominium Bylaws and/or Paragraphs 2 through 14, Paragraphs 16 through 25 and Paragraphs 27 through 33 of these Rules and Regulations until such time as: (i) the Co-owner delivers a written statement to the President, stating that he/she has caused the violation to cease; and (ii) the President (or other authorized representative of the Association), with the reasonable assistance of Co-owner, has been able to confirm that the Co-owner has in fact caused the violation to cease.

38. If a Co-owner violates a specific paragraph or section of the application Paragraph and Sections twice during any six (6) month period, such Co-owner shall be assessed (in addition to any assessment made pursuant to Paragraph 37 above One Hundred Dollars ($100.00) per violation.

39. If a Co-owner violates a specific section or paragraph of the applicable Sections and Paragraphs on more than two (2) occasions during any six (6) month period, such Co-owner shall be assessed (in addition to any assessment made pursuant to Paragraph 37 above) the sum of Two Hundred Fifty Dollars ($250.00) per violation, commencing upon such Co-owner’s third violation.

40. In addition to the fines set forth in Paragraphs 37 through 39 in the event of a violation of Paragraph 30 herein, the responsible Co-owner shall pay the Association any unauthorized electrical charges incurred by the Association and any other costs and/or fees incurred by the Association relating to the violation.

41. Annual assessment shall be payable by Co-owners in twelve (12) equal monthly installments and are due on the first day of each month.

42. Special assessments may be made by the Board from time to time. Special assessments are due on the first day of the second month following a Co-owner’s receipt of written notification regarding the amount of such Special assessment unless such written notice specifies otherwise.

43. A late charge of Ten Dollars ($10.00) will be assessed against each Co-owner whose monthly Annual assessment payment and/or Special assessment payment is not received by the Association on or before the seventh day of the month in which such payment is due. In addition to the above referenced Ten Dollar late charge, a late charge of Fifteen Dollars ($15.00) will be assessed against each Co-owner whose monthly Annual assessment payment and/or Special assessment payment is not received by the Association on or before the fifteenth day of the month in which such payment is due.

44. A charge of Fifty Dollars ($50.00) will be assessed against any Co-owner who remits a check to the Association which is not honored for any reason.

45. Any charge assessed against a Co-owner, including, but not limited to, late charges, interest on assessments in default, and charges assessed against a Co-owner relating to such Co-owner’s violation of any of the Applicable Paragraph And Sections, shall be deemed an assessment and shall be payable together with the next due monthly Annual assessment payment (i.e., the first day of the next following month).

46. Section 6 of Article II of the Condominium Bylaws provides, among other things, that “The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments.”

**MAINTENANCE FEES**

**Monthly payments are to be sent to:**

**Woodcreek Village Condominium Association**

**P.O. Box 2741**

**Farmington Hills, MI 48333**

**Payment is due on the first day of each month.**

**LATE MAINTENANCE PAYMENT – PENALTY**

After the 7th of the month – Penalty is $10.00.

From the 16th to the last day of the month – Penalty is $25.00.

**PLEASE BE PROMPT AND AVOID THE PENALTY!**

**Please see Manager, Jim Lucas, for the following:**

● Car Registration Forms (Please request new forms when you change cars or license plates)

● Club House Rental Forms

● Washer/Dryer Permission Forms with instructions for purchasing and installation

● All workmen must provide Manager with copies of licenses, insurance and permits **before** any work begins. Copies will be attached to permission forms.