

Woodward Place at Brush Park III Association

Rules & Regulations

The Rules & Regulations listed herein are a supplement to the Condominium Bylaws and related documents of The Woodward Place at Brush Park III Association. We hope you will recognize the following Rules & Regulations as additional tools to keep The Woodward Place at Brush Park III Association beautiful, and make the community a pleasant living environment for all its residents.

These Rules & Regulations have been promulgated and approved by the Board of Directors for The Woodward Place at Brush Park III Association in accordance with the Bylaws.

Insurance Coverage

Adopted – Effective Immediately

Each Co-owner is obligated and responsible for obtaining insurance coverage for personal property located within a dwelling/lot or elsewhere in the common elements and for personal liability for occurrences within a dwelling/lot or upon Limited Common Elements appurtenant to a Lot and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. Any claims arising within or upon a dwelling/lot must be submitted to the insurance company of the individual co-owner prior to submission to the Association. Coverage by the Association's insurance policy may only apply subsequent to any coverage offered by the existing co-owner's policy. Any coverage provided to a co-owner by the Association's insurance policy shall only be those amounts in excess of the Association's deductible. In the event that repair costs are paid by the Association and the insurance proceeds do not satisfy the amount due for repairs, the Association shall post any shortage, including the applicable deductible, to the corresponding co-owner's account for immediate reimbursement to the Association.

Animals or Pets

Adopted-Effective Immediately

One dog or one cat is allowed without prior written approval. No Co-owner shall allow any pet to run loose in the Common Areas and shall at all times be leashed and attended in person while on the limited or general common elements. A Co-owner shall not keep, breed or maintain any pet for commercial purposes. Any animal shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. Each Co-owner shall be responsible for disposition of all fecal matter deposited by any pet maintained by such Co-owner.

Weapons

Adopted – Effective Immediately

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 firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots, illegal fireworks or other similar weapons, projectiles or devices anywhere on or about the Common Elements.

Collection Policy

Adopted – Effective Immediately

The payment of monthly assessments are due and payable the first day of each month. The payment of an assessment will be deemed in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date. Each installment in default for 10 or more days will be charged a late fee on a monthly basis until all fees, including late charges, are paid in full. If assessments are not paid in a time equal to or greater than three months, the Association may enforce collection of delinquent assessments by placement of a lien, and any subsequent collection of the delinquency will be assessed to the corresponding Co-owner account. Any account that remains delinquent and exceeds a time equal to or greater than six months shall be subject to foreclosure action and all applicable fees shall be charged to the Co-owner. A Co-owner, while in default of payment, will not be entitled to vote at any meeting of the Association.

Rule Enforcement and Violation

Adopted – Effective Immediately

Article XX, Sections 1-3 of the Association's Bylaws provide for monetary fines when there is a violation of Bylaws, the Master Deed, and the Michigan Condominium Act, and existing Rules and Regulations of the Association. The process for notification of violations and the fining of these violations is as follows:

1. **NOTICE**-Notice of the violation must be delivered personally to the Co-Owners or mailed via First Class and/or Certified Mail. The notice shall contain the provision violated, together with a factual description of the alleged offense.
2. **OPPORTUNITY TO DEFEND**-The offending Co-owner shall have an opportunity to appear before the Board or submit a written response to the Notice of Violation and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, or at a special meeting called for such purpose, but in no event shall the Co-owner be required to appear less than 10 days from the date of the notice.
3. **DEFAULT**-Failure to respond to the Notice of Violation shall constitute a default.
4. **HEARING AND DECISION**-Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

5. **AMOUNTS**-After default of the Co-Owner, or upon “4” above, the following fines shall be levied:

FIRST VIOLATION-No fine shall be levied.

SECOND VIOLATION-Fifty (\$50.00) Dollar Fine.

THIRD VIOLATION-Seventy-five (\$75.00) Dollar Fine.

FOURTH VIOLATION AND SUBSEQUENT VIOLATIONS-One Hundred (\$100.00) Dollar Fine.

6. **COLLECTION**-The fines levied shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment next falling due. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents.