



February 10, 2009

To All Co-Owners at The Carola Condominium Association:

The Board of Directors recently adopted a Resolution regarding the animal policy within the community. This resolution puts into place a standard whereby the Association will enforce the animal policy consistently and fairly. The Board has decided that pets currently living in the community are "grandfathered" and the imposed non-refundable deposit will not apply.

If your unit in the Carola Condominium Association is leased or rented, the Board is requesting that you provide your tenant with a complete copy of this mailing. Tenants are expected to comply with all rules and regulations within the community.

Please keep this document with your Master Deed and Bylaws, and other important condominium paperwork. This information should be passed on to a new owner of your unit, in the event you sell your home.

If you have any questions or concerns regarding this matter, please feel free to contact the undersigned.

Sincerely,

THE HIGHLANDER GROUP, INC.
On Behalf of Carola Condominium Association

Amanda Lynn Gruzin, CMCA

Enclosure

1899 Orchard Lake Road, Suite 204
Sylvan Lake, MI 48320
Phone: 248.681.7883
Fax: 248.682.2161
www.highlandergroup.net

Carola Condominium Association

Located in Detroit, Michigan

Resolution 001-2009

Subject: Pet/Animal Policy
Date Adopted: January 27, 2009
Date Distributed: February 10, 2009

Whereas; the Carola Board of Directors has approved a policy to assist co-owners in their understanding of the Association's expectations for pet allowance and applicable maintenance.

Whereas; the Carola Board of Directors, having the responsibility and fiduciary duty to uphold the documents and ensure the property is maintained at the highest standard has developed the following set of standards for allowing pets:

All animals must be registered with the Association

No animals (except household pets) shall be kept or maintained in any unit

Any pets kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary condition

No offensive, savage, obnoxious or dangerous animal shall be kept in the Condominium

No more than two (2) pets shall be permitted per household unit

The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium if determined to be in violation

The Association requires that pet's are leashed and maintained by a person at all times.

A non refundable deposit of \$100.00 is owed to the Association for each pet registered to the Condominium

Therefore, be it declared that this resolution was approved by the Board of Directors of Carola Condominium Association on January 27, 2009 and will be effective February 1, 2009.


Ingrid White, President


Todd Wenzel, Treasurer Secretary

Carola Association - section of Bylaws

BOARD SHALL TAKE APPROPRIATE MEASURES TO REMOVE ANY CLOUD ON THE TITLE OF UNITS OR THE COMMON ELEMENTS IMPROPERLY AFFECTED.

ARTICLE VII

USE AND OCCUPANCY RESTRICTIONS

SECTION 1. ESTABLISHMENT OR RESTRICTIONS The use of the condominium property shall be subject to the following limitation:

- a. No Condominium unit shall be used for other than single-family residential purposes and the common elements shall be used only for purposes consistent with the use of single-family residences.
- b. No Member shall modify, damage, alter, or make attachments to the exterior of a unit, or structurally modify a unit including both common element wall between units and interior wall through or in which there may exist easements for support or utilities, or change any of the limited or general common elements from the way it or they were originally constructed by the Developer, without the unanimous written approval of the Board of Directors. Even if approval is granted, which said approval may be denied in the Board's sole discretion, the Member will be liable for resulting damages done to another unit or the common elements. The Board of Directors may appoint an Environmental Control Committee and may delegate to it responsibility for establishing rules relating to the appearance of the units and common areas, and the approval of the construction, maintenance and repair thereof.
- c. No immoral, improper, unlawful or offensive activity shall be carried on in any unit or upon the limited or general common elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Members, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. No Member shall do or permit anything to be done which might increase the insurance rates on the Condominium, and if they do, they shall be assessed for said increased costs.
- d. Neither the limited nor the general common elements shall be used to store supplies, materials, tools, personal property, trash or refuse of any kind, nor used in any way for the drying, shaking or airing of clothing or other fabrics, except as provided in duly adopted Association Rules and Regulations. However, trash and refuse may be permitted in bags or closed containers near the street for only such short periods of time as may be reasonably necessary to permit the periodic collection of trash in accordance with the contract for trash removal maintained by the Association.
- e. Sidewalks, yards, landscaped areas, driveways, roads, parking areas and, in general, all of the general common elements, shall not be obstructed in any way nor shall they be used for purposes other than those for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the common elements. Use of any recreational areas or facilities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations.
- f. No Member shall use, or permit any occupant, agent, employee, invitee, guest or member of his family to use, any firearms, air rifles, pellet guns, BB guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises.
- g. No signs or other advertising devices shall be displayed which are visible from the exterior of the residential unit or on the common elements, without written permission from the Association.
- h. No animal shall be kept except common indoor household pets. No pets may be kept which are obnoxious, offensive, savage or dangerous on account of safety, noise, odor or unsanitary condition. No more than two (2) pets shall be permitted per household unit without the prior written permission of the Board of Directors. The Association may, without liability to the owner thereof, remove or cause to be removed, any animal from the Condominium which it determines to be in violation of the restrictions herein or those





contained in duly adopted regulations. Any person who causes an animal to be brought or kept in the Condominium shall indemnify and hold harmless the Association for any damage, loss or liability which might accrue to the Association as a result of the presence of such animal in the Condominium, regardless of whether the animal's presence is permitted. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper.

- i. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than automobiles or light trucks may be parked or stored upon the premises of the Condominium unless an area is specifically designated therefore by the Association, or specific written approval is obtained from the Association. Commercial vehicles and trucks shall not be parked in or about the Condominium unless while making deliveries or pickups in the normal course of business. The Association may require that each Member register all vehicles maintained in the Condominium, with the Association.
- j. Reasonable Rules and Regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of Condominium and common elements, may be made and amended from time to time by the Board of Directors. Copies of all such Rules and Regulation and amendments shall be furnished to all Members and shall become effective ten (10) days after mailing or delivery thereof to the designated voting representative of each Member. Any Rule, Regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Members in number and in value at any duly convened meeting of the Association, except that the Members may not revoke any regulation or amendment prior to the first (1st) meeting of the Association.
- k. No landscaping or planting of any kind may take place on the common elements unless otherwise stated in the Association's Rules and Regulations or without the express written approval by the Board of Directors.
- l. No unsightly conditions shall be maintained upon any porches, patios or decks and only furniture and equipment consistent with ordinary porch, patio or deck use shall be permitted to remain, however only of the type typical during seasons when such areas are reasonably in use.
- m. None of the restrictions contained herein shall apply to the commercial activities or signs or billboards, if any, of the Developer during the development and sales period as hereinafter defined, or of the Association in furtherance of its powers and purposes set forth in the Condominium Documents. The development and sales period shall be deemed to continue so long as the Developer may create additional units or owns any unit, which he offers for sale. The Developer shall, during such period, have the right to maintain a sales office, a business office, a construction office, model units, storage areas, reasonable parking incident to the foregoing and access to, from and over the Project as may be reasonable to enable development and sale of the entire Project.

SECTION 2. ENFORCEMENT Failure to comply with any of the terms of the Act, Master Deed, these Condominium Bylaws, Articles of Incorporation, Corporate Bylaws, or Rules and Regulation of the Association, shall be grounds for relief. The Association may take any relief, including, but not necessarily limited to, a suit in law for damages, injunctive relief and any other legal remedy, which may be appropriate to the nature of the breach. The Association's failure of enforcement shall not constitute a waiver of the right of enforcement in the future.

ARTICLE VIII

APPROVAL OF LEASE

SECTION 1. APPROVAL REQUIRED No Member owning any unit may lease his unit or any interest therein in any manner first having the lease approved in form and substance by the Board of Directors. Any lease in violation of this ARTIGLE VIII shall be wholly void.

2.17 Animals and Pets

- 2.17.1 The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited within any condominium unit or Common Elements, except that this shall not prohibit the keeping of small dogs, cats, fish (in fish tanks) and/or caged birds as domestic pets, provided they are not maintained, kept or bred for commercial purposes and provided further that the keeping of small dogs, cats and/or caged birds will not constitute such type of noxious or offensive activity as covered in 2.3.1, 5.
- 2.17.2 No other animals and no vicious or dangerous pets or animals shall be kept at any time.
- 2.17.3 No pet may weigh more than 50 pounds and the Association shall have the right to restrict or prohibit certain breeds.
- 2.17.4 All pets shall be kept leashed and under the control of their owner whenever they are outside the unit, and shall not be allowed to run free or unleashed at any time, or to otherwise interfere with the rights, comfort or convenience of other residents.
- 2.17.5 Owners/Tenants shall immediately collect and dispose of fecal deposits or their pets.
- 2.17.6 Pets must be vaccinated and kept in accordance with the Wayne County Health Department laws and regulations.
- 2.17.7 Except for guide or helper dogs, visitors may not bring pets into the building.
- 2.17.8 Owners are responsible for all damages caused by their pets to common areas and to the property of others.

2.18 Motor Vehicle / Parking Lot Policy

- 2.18.1 Only passenger-type vehicles bearing current license plates with up to date state registration (no dead storage) are permitted to park within the parking lot.
- 2.18.2 All vehicles parked in the parking lot during extended absence of the Owner- must have their keys deposited with the CCA or in the care of another person in residence. A disclaimer form must be completed by the Owner for any vehicles that may have to be driven by the staff.
- 2.18.3 Parking spaces (not including garages) may not be sold, rented, or leased.
- 2.18.4 Under no circumstances shall the parking gate be propped open.
- 2.18.5 While a unit is leased, the unit Owner must remove all of his/her own vehicles from the premises to accommodate the lessee's vehicle(s).
- 2.18.6 No junk vehicle, trailer of any kind, or truck (exceeding 2 axes) may be kept on any of the Common Elements.
- 2.18.7 Vehicles leaking oil must be removed from the parking lot.
- 2.18.8 No repair or extraordinary maintenance of automobiles or other vehicles may be undertaken on any of the Common Elements. Minor vehicle repair work shall be

Excerpt from
Carola Condominium
Association Operating
Handbook

2 Policies, Rules and Regulations

2.1.1 These are the general rules and regulations of the CCA. Exceptions to these rules may be granted only by a written notice from the Board of Directors.

2.2 General Provisions

2.2.1 The CCA and management staff cannot be responsible for any service work in units and cannot coordinate construction projects for Owners.

2.2.2 All CCA units are for residential uses only. The board, on a case-by-case basis, can grant exceptions. Exceptions will not be granted for any commercial usage requiring the accessibility of the building to be modified.

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This policy was put in place as the result the following agreement with the Developer: The Carola Condominium Association board agrees to the Developer's proposal to provide a written statement of responsibility for the Developer's decision to forego the installation of handicap accessibility and sell both units for strictly residential purposes.

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For more information on accessibility, please consult the ADA.

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2.3 Conduct

2.3.1 No Residential Units shall be used in a manner that creates unusual or offensive odors, fumes, dust or vapors; is illegal or unlawful; is a public or private nuisance; emits noise or sounds which are objectionable to persons of ordinary sensitivity due to intermittence, beat, frequency, shrillness or loudness; or creates unusual fire, explosive or other hazards.

2.3.2 Any damage to buildings, grounds, or other common areas or to equipment by any owner, tenant guest, family member or pet shall be repaired at the expense of the unit owner. This repair charge may be assessed in addition to a fine. Unit owners are fully responsible for the actions of their tenants, movers, contractors, subcontractors, family members, guests and/or pets, and shall be held accountable for any damage done to the property.

2.3.3 Defacing of Property: Signs, notices, advertisements, or any alteration of exterior surfaces shall not be placed, inscribed, or exposed on any window, door, or other exterior parts of unit, or on the common areas. Specifically excluded from this regulation are seasonal decorations and "For Sale" signs, in accordance with the Declaration of Covenants, or as approved in writing by the Board.

2.3.4 Vandalism: Unit owners and their families, tenants, and guests shall not deface, obstruct, remove, or destroy, or permit the defacing, removing or destruction of any element of the common areas.

2.3.5 No noxious or offensive trade or activity shall be carried on within any condominium unit, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or other owners.

2.3.6 Owners and occupants of units will exercise care to minimize noise in the use of musical instruments, stereos, radios, audio-visual devices or construction equipment so as not to disturb other persons.

2.3.7 All common indoor areas are smoke-free, including elevators, hallways, stairwells, and entrances.

2.3.8 Nothing shall be done or maintained in any condominium unit or on the Common Elements that is in violation of any law.

2.3.9 Dropping or throwing from the balconies or windows is prohibited.

Carola Condominium Association

Detroit, Michigan

Please allow me to remind you of the rules regarding animals within the community:

- **Each animal must be registered with the Association**
- **Animals are to be leashed and attended by an adult at all times**
- **Animal is not to exceed fifty (50) pounds**
- **No more than two (2) household animals are permitted per unit**
- **The Association may, without liability remove the animal from the Condominium if determined to be in violation**

The Association is requesting that all owners and or tenants register their animals within thirty (30) days of receipt of this letter. Any homeowner and or tenant whom fail to comply will be fined accordingly.

I have enclosed the applicable sections of the Rules & Regulations and the Master Deed and Bylaws for your records.

Sincerely,

**THE HIGHLANDER GROUP, INC.
On Behalf of Carola Condominium Association**

Amanda Lynn Gruzin, CMCA

PET REGISTRATION FORM

Community/Association Name:	CAROLA CONDOMINIUM ASSOCIATION
Co-Owner Name: Pet Owner Name:	
Address	
Home Phone	
Work Phone	
Description of Pet (including breed)	
Weight of Pet	
Age of Pet	
Name of Pet	
Name, Address and Phone Number of Veterinarian who maintains your pet's immunization records	

Date

Co-Owner Signature

Please be advised that failure to abide by the Association Bylaws, and Rules and Regulations could result in a fine being imposed upon the unit owner where the pet resides.

Please forward completed form to:
The Highlander Group, Inc.
1899 Orchard Lake Road, Suite 204
Sylvan Lake, Michigan 48320
Phone: 248.681.7883 Fax: 248.682.2161
e-mail: info@highlandergroup.net