

# **KINGSWOOD PLACE CONDO ASSOCIATION**

## **RULES AND REGULATIONS**

Revised 4/2018

### ***Dear Co-Owners and Tenants:***

The following are some of the areas of concern to all residents at Kingswood Place, which require the cooperation of resident co-owners, non-resident co-owners, and tenants alike. Co-Owners who sell their unit must provide a copy of the Association bylaws and the Rules and Regulation to the new owners. Co-Owners who rent out their unit(s) must provide a copy of the Rules and Regulations to their tenants prior to the move-in date. We would appreciate your keeping this list handy, so that it can be referred to when necessary. Your cooperation is expected and it will go a long way in helping to maintain a better atmosphere within the confines of the complex.

### **COURTESY**

Everyone is reminded that living in a condominium complex is at times different than living in a single-family dwelling. This results in a great many adjustments, and this type of situation demands the cooperation of each and every co-owner and tenant. It is imperative that you are considerate of your neighbors when living in close proximity to one another. How loud we play our stereos, TV's, radios, how we park our cars, whether we slam doors, the pride we take in our individual units, etc., All of these things can make or break the harmony that exists at the complex. It is important that we all take the time to work with each other to come to a reasonable agreement as to what we expect from each other. The Board of Directors will listen to all complaints and will work within the bylaws as set forth in the Master Deed, to resolve any difficulties. **COMMON SENSE, CONSIDERATION & COURTESY SHOULD GOVERN THE ACTIONS OF ALL CO-OWNERS & RESIDENTS.**

### **PARKING**

Kingswood Place is laid out like a wagon wheel with an inner rim (Kingsgate Circle) and an outer rim (the back road and parking areas). The streets that we live on are like the spokes of a wheel.

Resident parking is only allowed in designated parking spaces in front of your building. There are two parking spaces in front of each unit. **Only 2 parking spaces are allowed per unit.** If you have more than 2 family members who have a car, the extra vehicles must be parked in the back guest and visitor parking lots on the outer rim. **When you have guests, you should please instruct them where to park so that they will not park in your neighbors assigned parking spots.** **Parking in the Clubhouse Parking Area** is not allowed on a daily/nightly basis. You will be subject to a violation letter followed by a fine if continued.

**No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than**

**automobiles may be parked upon the premises of the Condominium, without prior written consent of the Association.** Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Furthermore, automobiles and motorcycles may not be stored on the Condominium premises. An automobile or motorcycle shall be deemed "stored" if it is inoperable, if it does not have a current license plate, or if it remains on the condominium premises for thirty (30) consecutive days.

**Parking around the main** circle known as Kingsgate Circle or the inner rim is always prohibited. This is a fire lane and must remain open at all times.

**Parking in any undesignated parking space is always prohibited**, such as around the edges of our streets where they meet with the inner or outer rim streets and behind cars that are in front of units. These are considered fire lanes and must remain open at all times.

### **PETS**

Co-Owners may keep one cat and one dog in their unit.

All pets must conform to all rules listed in the rules and regulations and the bylaws. This includes:

- Pets must be registered with the Association and the City of Southfield and keep current with all inoculations and have written proof provided to the Association upon request.
- No savage or dangerous pets shall be allowed. Due to their dangerous propensities, no pit bulls, rottweilers or dobermans shall be allowed.
- No unregistered pets, including those of guests, shall be allowed on the premises.
- Having the pet **on a leash at all times** when outside (cats as well as dogs) and be **attended by some responsible person** while outside.
- Pets **may not** be left tethered.
- No animal shall be permitted to roam free on the sidewalk, driveway, grassy areas or any common area.
- **Unreasonable Noise.** No dog, which barks and can be frequently heard on a continued basis, shall be kept in any unit or on the common element.
- **THE CO-OWNER IS RESPONSIBLE FOR PICKING UP THEIR PET DROPPINGS AND DISPOSING OF THESE DROPPINGS. DO NOT LEAVE DROPPINGS ON THE COMMON ELEMENT!**

### **POOL**

No person under 18 years of age is allowed at or in the pool unless accompanied by an adult. No child in a diaper or swim pants type product is allowed in the pool. The pool will be locked at all times. Co-owners will be issued one (1) pass key only per unit. There will be a \$50.00 replacement fee for any lost pass key. No co-owner shall allow any person to use the pool before 10:00 a.m. or after 10:00 p.m. The pool hours are subject to change at the Board of Directors sole discretion. Should the Board determine that they must change the pool hours all residents shall adhere

to the new pool hours which are duly posted and/or otherwise made known to the membership. Any person using the pool must have their pool ID pass and/or proof of residency and must be willing to produce the same if necessary; this specific restriction is to avoid any trespassing at or in the pool by non-residents. If the pool is closed for treatment or cleaning **no resident is permitted to use the pool.** This restriction is for the protection of the residents and will be strictly enforced.

### **GROUND MAINTENANCE**

We have a service for the general maintenance of the grounds, which includes grass cutting, snow plowing, leaf raking and shrub trimming. Individual planting of flowers and shrubs by co-owners is not permitted. Beds are hand weeded and chemically treated for weed control. The Association will not be responsible to individuals who plant any flowers or shrubs. There shall be absolutely no planting of vegetables, fruits or grains anywhere in the complex unless you have written permission from the Association. You may plant flowers ***IN POTS*** on ***YOUR PORCH AND PATIO AREA*** only. The Association maintains the shrubs and trees. The sprinkler system is the responsibility of the Association.

The use of fireworks anywhere within the grounds is prohibited as it is a fire hazard repairs to automobiles and other motorized vehicles in either the parking lots or guest parking is not allowed.

The use and rental of "bounce houses", trampolines, and similar recreational devices is not allowed on the common elements.

Use sidewalks when entering or leaving your unit. Children and guests must also observe this rule. A worn path in the lawn area defeats our efforts to have our grounds looking nice and is an additional and unnecessary expense.

Please keep the grounds, parking lots, and entryways, free from unsightly trash. ***THIS INCLUDES CIGARETTE BUTTS.***

***WE APPRICIATE THAT EACH RESIDENT SHOWS PRIDE IN THEIR SURROUNDINGS. THERE HAS NEVER BEEN ANY OBJECTION TO ANYONE PICKING UP LITTER OR HELPING TO KEEP THE AREA CLEAN.***

### **DISPOSAL OF TRASH**

A SERVICE IS PROVIDED FOR THE ACCUMULATION OF ORDINARY RUBBISH. All rubbish must be placed in plastic bags tied or a garbage can with a lid before placing it at the curb. Plastic bags should not be put out until the morning of trash pickup.

Trash cans with lids can be put out after 6:00 p.m. the evening before trash pick-up. The rear patio is the only approved outdoor location for storing trash cans. All cans must not be odorous in nature and must, at all times, have tightly secured lids to prevent animals from accessing the rubbish.

Large boxes and packing cartons must be flattened. For Christmas trees, furniture, carpet and large items, you must call the Management Company for a special pick-up arrangement.

### **STORAGE OF ITEMS ON PATIO AND PORCH**

There shall be no storage of any items other than normal patio items in the winter months. Trash cans (not bags of trash) may be kept on the rear patios **only** and must have a tightly secured lid at all times.

Rear patios may have appropriate outdoor patio furniture on them. Rear patios should be kept neat and tidy at all times. Items should not be stored on the patio. Garden supplies and other personal items should be stored inside at night. You may be asked to remove unsightly items at the Board's discretion.

Front porches should be kept clear at all times. **Nothing, including chairs, may be stored on the front porches** or behind the shrubs, including garbage containers or toys or bicycles, etc. Chairs may be placed on the front porch provided they are in good repair and are tasteful.

Rear Privacy Fences are maintained and the responsibility of the association and are maintained for the benefit of residents. Nothing may be hung, draped, leaning, screwed, bolted, nailed or otherwise attached or affixed to the fences, **especially no garden hoses.** The weight is damaging and loosens the fence and causes the need for premature fence repairs.

- No bird feeders
- No feeding of any critters
- No setting out food for critters

### **MAKING CHANGES TO THE EXTERIOR**

No co-owner shall make alterations in exterior appearance or make structural modifications to their unit or make changes to any of the Common elements, limited or general, without the express written approval of the Board of Directors, including without limitation exterior painting or other exterior attachments or modifications. **Residents wanting to install a satellite dish for their unit must first request approval from the Association.** Satellite dishes are to be placed in the rear of the unit as close to the patio as possible. If you cannot get reception in back, it may be placed in the front of the unit as close to the unit as possible. The location will need to be approved by the board. **Satellite dishes may not be installed on the building at any time.**

### **WINDOW REPLACEMENT**

Window Replacement must be Board approved. A request must be made to the Board in writing including who the contractor is and the brand, type and style and color of the windows. The windows are the responsibility of the co-owner to

replace. Windows must be brown trim from the outside and must be double or single hung style (goes up and down) windows.

### **WINDOW TREATMENTS**

Only a standard, neutral (white or off white) color in front window treatment may be placed on windows. Sheets, bedspreads, rags, or any other type of non-window covering shall not be permissible. No toys or objects of any kind shall be stored in the window that can be visible from the outside.

### **ENTRY DOORS**

Unit Entry doors are the responsibility of the Co-owner. Requests for entry door replacement may be made in writing to the Board. Upon written approval by the Board, co-owner may order the pre-approved style of door. Please contact the Management company for the approved style and color.

### **STORM DOOR POLICY**

*Non-conforming storm doors that are installed without prior written approval will not be allowed. You will be asked to remove a non-conforming storm door.* Iron bar doors and dark black/brown doors are non-conforming and subject to removal. Please contact the Management office for the correct style and color of storms doors prior to purchase.

### **ASSESSMENT FEES**

Maintenance fees are due in the office of Property Management Company on the first (1st) day of each month. A grace period is allowed until the 10<sup>th</sup> of the month, after which a late fee will be added to the monthly fee. A lien will be places on the delinquent co-owner and will be enforced by the Association's attorney. If the delinquency continues, the Association may elect to file a civil suit for money damages and foreclose on the unit. In the case of a delinquent unit being rented, the Association may legally require that the tenant/renter submit their rental payment to the Association until which time all dues, late charges, legal fees, filing fees, etc. are brought current. Any attorney costs are paid by the co-owner.

### **VIOLATIONS, FINES**

Any violation of the bylaws as described in the Master Deed, and Association Rules and Regulations, is grounds for **fin**es by the board of Directors. The following table explains the charges:

1 <sup>st</sup> Violation:	No Fine - Warning
2 <sup>nd</sup> Violation:	\$50.00 Fine
3 <sup>rd</sup> Violation:	\$100.00 Fine
4 <sup>th</sup> Violation, repeat & all subsequent:	\$250.00 Fine

Repeated, rental and serious violations may result in legal action. All violations may be appealed directly to the Board at the provided violation hearing date or in writing to be reviewed at the respective violation hearing.

### **RENTING OF UNITS (for co-owners only)**

When co-owners rent out their units, it is very important that the following information be sent to the Property Management Company promptly:

1. Copy of rental agreement (lease)
2. Name and phone number of tenant
3. Vehicle make and license plate number
4. Pet Registration form (If applicable)

You must provide a copy of these rules and regulation to the prospective tenant prior to signing the rental agreement and moving in. **Any damage caused by the tenants moving in or out of the community to common element or personal property owned by another resident will be the responsibility of the co-owner of the unit which is being rented!**

**PLEASE NOTE THERE IS A RENTAL CAP AT KINGSWOOD PLACE. Check with the management company to determine if your unit is permitted to rent. Unauthorized rentals will be immediately result in legal action by the Association.**

### **SALE OF UNITS (CO-OWNERS ONLY)**

For information about selling a unit, please make any request to the Management Company. Also inform your realtor that all requests must be made to the Management Company and requests **MUST BE IN WRITING**. This will necessitate your allowing enough time for a response.

When selling, please keep in mind that it is necessary to have a letter from the management company confirming that all monies owed to the Association have been paid. There may also be a need to request a Certificate of Insurance for the mortgage company. Any information needed to sell a unit is the responsibility of the Co-owner. Your pool key must be transferred to the new owner of your unit, or a \$50 fee will be charged to you at the closing.

### **SIGNS**

No signs or other advertising devices shall be displayed which are visible from the exterior of a unit, or on the common elements, including "For Sale" signs, without written permission of the Board of Directors. Open House Signs are allowed on the common element during actual open house hours and **must** be removed by the end of the day. A realtor must be present for any open house for any listed property.

### **REVISION TO RULES & REGULATIONS**

The Board of Directors as necessary may make updates and revisions to the Rules & Regulations from time to time. If you have any ideas or concerns, please address them to the Board through the Management Company. The Board will review them for future updates.

### **CLUBHOUSE RENTALS**

Residents within the community may rent the clubhouse for parties/functions by contacting the Management Company to verify date availability and complete a rental application. There is a charge and refundable security deposit to rent the clubhouse. The clubhouse is to be left in a clean and orderly manner when the keys are returned, or the security deposit will not be refunded. If there are damages the Association will not refund your security deposit and may charge additional costs over and above to your unit with the Association. Renters may not

Please note that the patio and pool are not part of the clubhouse rental agreement.

If you wish to see the clubhouse prior to making your reservation for planning/decorating purposes, we ask that you have all persons present at the same time that need to view the accommodations.

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### **SPECIAL NOTE – A REQUEST FOR EVERYONE’S SUPPORT**

Together we can create a *Community Where Unity Abides*, and we can live in harmony if everyone makes an effort. The Board of Directors cannot be effective without your cooperation. Please give them your support. If you have any comments or suggestions, please let us hear from you in writing or during regular business hours, Monday – Friday. Your thoughts and viewpoints are important to us.

## ***KINGSWOOD PLACE CONDOMINIUMS***

