



Rules and Regulations

September 2018

CANFIELD LOFTS

Rules and Regulations

These Rules and Regulations are a supplement to the Canfield Lofts Bylaws and related documents of the Canfield Lofts Condominium Association and apply to co-owners and lessees. Please note that you are responsible for making sure that your family, guests, agents or invitees also comply with these rules. We hope you recognize these rules and regulations as being additional tools to keep our building beautiful and make it a pleasant living environment for all residents.

These rules and regulations have been promulgated and approved by the Board of Directors of the Canfield Lofts Condominium Association according to Article VI, Section 9 of the Canfield Lofts Bylaws. Violators will be subject to the penalties described below under "Rule Enforcement and Violation."

CARTS

General purpose carts are available for residents to use while transporting items from the garage/parking lot to their units. Please return carts, promptly, to the garage – and store neatly removing any and all debris- after use to ensure that they remain available for other residents in the building. Carts are not to be left in the hallways, lofts or storage units.

COLLECTION POLICY

Any co-owner that becomes delinquent in an amount equal to or greater than three months association fees shall be subject to a lien and all applicable legal fees for the placement of a lien and the subsequent collection of the delinquency will be assessed to the account of said co-owner as defined in the Condominium Documents. Any account that remains delinquent and exceeds an amount equal to or greater than six months association fees shall be subject to foreclosure action and all applicable fees shall be charged to said account as defined in the Condominium Documents.

ENTRY CODES

Each resident may obtain a personal 4-digit entry code to the front door; each unit may have a phone number programmed into the call box so visitors can "call" the unit. This phone number must be a local number.

Please submit a "Change of Code" form to have your code changed; these forms may be found on the LandArc website.

To use your code to gain entrance to the building, simply enter your four digit code. You no longer have to enter # before the code.

FRONT DOOR

The front door is held securely closed by a powerful electric magnet. This magnet will be released by pressing the green button on the inside of the building, entering an access code from the outside or pressing 3 when someone from the outside “calls” your unit from the box. These are the only three ways to open the door. A key should never be used except in the case of an extended power failure. In the event of an extended power failure, the door will become unlocked. If you are the first to notice it, please take your key to the front door and release the strike or call the Management Company. If you release the strike, please post a note by the front door. While the strike is released, entry codes will allow entry to the building. Once the power has been restored, it will be necessary to secure the strike back into the door by turning the key and thus unlocking the door. The magnet will now hold the door closed again.

INSURANCE COVERAGE

All co-owners and residents must carry insurance coverage that is consistent with the bylaw requirements. Any claims arising within or upon a condominium unit must be submitted to the insurance company of the individual co-owner or resident prior to submission to the association. Coverage by the association’s insurance policy shall only apply after any coverage offered by the existing homeowner’s policy. Declaration and mortgage information must be provided to the association, or its designee, upon request. Insurance agents should review the bylaws to determine proper coverage.

Any coverage provided to a co-owner or resident 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 or resident’s association account for immediate reimbursement to the association.

COMMERCIAL USE OF SPACE

Units may be used for commercial purposes that are consistent with association documents, applicable laws, regulations and zoning ordinances, and review and approval by the Board to ensure activity conforms to the generally accepted standards of the Canfield Lofts community. Use must remain consistent with board approval. Changes of use under an existing lease are subject to the same conditions of this paragraph. Article VI Section 14 and Article IV Section 1a of the Canfield Lofts Association Bylaws provide guidance with respect to insurance requirements for commercial units. Pursuant to the above Rule & Regulation pertaining to Insurance Coverage, co-owners of units used for commercial purposes are required to provide to the association, or its designee, upon request, a copy of their insurance declaration and mortgage information. Failure to present this documentation upon the request of the Board, or its designee, will subject the co-owner to a fine in the amount of \$250.

LEASING

Owners must first comply with a 24 month owner occupancy period or request an exception to this requirement. Units may be leased for a minimum of 1 year following the association's approval of the lease agreement and submission of the Canfield Lofts Lease Addendum. The topic of leasing is covered, in detail, in Article VI Section 2 of the Canfield Lofts Bylaws. Co-owners must ensure that the Board, or its designee, has a copy of the executed lease for its file. Upon execution of a lease and the Canfield Lofts Lease Addendum, the co-owner will be charged a \$150 Lease Processing Fee. This fee will be in effect, anytime a new lease is signed.

A co-owner who fails to follow the leasing procedures outlined in the bylaws or these Rules & Regulations will be subjected to a \$250 fine.

It is the co-owner's responsibility to ensure that their tenant is provided with a copy of the Canfield Lofts Bylaws, Canfield Lofts Rules and Regulations, all required and/or appropriate keys and gate/door openers. The co-owner's signature on the Canfield Lofts Lease Addendum is their acknowledgement that these documents and items have been provided.

LOCK BOXES

Real estate lock boxes shall only be allowed with the prior approval of the Canfield Lofts Board of Directors. Identification must be placed on each lock box indicating the unit of the seller. Unapproved or unmarked lock boxes may be removed and discarded by the association without notice.

MAIL AREA

Co-owners and residents should make every effort to keep the central mailbox area clean and free from accumulated junk mail and old newspapers.

MOVING

When moving items in or out of the building, please exercise extreme caution in the hallways and common areas. Please do not lean anything on the walls or against the doors. Any damage that is caused while Residents are moving in/out will be repaired at the Residents expense.

When using the elevator for moving, please obtain the elevator pads from the elevator mechanical room (located around the corner from the elevator-all units were supplied with a key) and hang them from the hooks. This will protect the elevator from damage and save you the cost of fines. Please return the pads to the room when you are done.

NOISE

No co-owner, resident or guest shall act in a disruptive manner or operate a radio/stereo, television set, or any musical instrument in such a manner or with such volume, particularly between 10 PM and 8 AM, or at any time or place, so as to annoy or disturb the quiet, comfort or repose of persons in this building or of any persons in the vicinity.

PARKING

Co-owners and residents must park their primary transportation vehicle in their assigned parking space. Designated visitor parking spaces are on a "first come, first served" basis. All vehicles on the premises, whether in assigned or visitor parking spaces, must have current license plates and tags. All vehicles must comply with the description set forth in the bylaws. No storage of vehicles is allowed under any circumstances.

PETS

A maximum of two household pets are allowed in a unit. All dogs must be licensed. When walking dogs in and around the building, owners are required to keep their pets on a leash, have on their possession an adequate container for cleaning up after their pets, and promptly remove and dispose of droppings. In cases where pet waste is not cleaned up inside the building or on our grounds, a fine may be levied against the pet owner or, in the case of a guest, the co-owner.

We are all members of the greater Midtown community. While walking your pet in the neighborhood, please pick up droppings to help keep the neighborhood clean.

RECYCLING and TRASH DISPOSAL

TRASH: All trash should be placed in bags that are securely tied and placed into the (2) dumpsters located directly behind the building. These bins are shared with Motor City Brewing Works and the Brentwood Apartments (building behind the brewery) and are picked up three times a week.

All trash must fit in the dumpsters. Nothing is to be left around the dumpsters or in the alley. The City of Detroit will ticket the building if trash is disposed of incorrectly and anyone improperly disposing of trash will be responsible for clean up costs or any fines incurred.

Please do not place trash in the dumpster behind 459 Prentis (building immediately behind Canfield Lofts or the black dumpsters in the alley; those are serviced by the city of Detroit and do not belong to our building.

BULK TRASH: Since we do not use City of Detroit trash disposal (saving each owner \$240 a year), we also do not have bulk pick up. Owners are responsible for finding alternative means of disposing of any bulk items including furniture, appliances, pallets, etc.

RECYCLING: The association has contracted with a local recycling company to provide bins in the garage. Please ensure that the items you place in the bins conform to recycling guidelines and the area is kept clean and free of debris.

All boxes need to be broken down completely flat. Even it is a thin box, it needs to be broken down.

All plastic, glass, and metal needs to be placed in bags or boxes. No loose items will be accepted. Failure to break down boxes and properly sort and/or place into bags will result in a penalty of \$25 per incident.

Owners and renters are responsible for making sure all recycling is done properly. Failure to observe rules may result in fines.

UNIT SALES

Sensitivity to issues such as building security and hallway traffic should be considered when scheduling viewings or open houses. Rather than buzzing prospective purchasers into the building, co-owners or their realtor should arrange to personally meet prospective buyers at the entrance and escort them through the building. Open house signs may be placed in front of the building on the day of the open house only. They must be removed promptly at the end of the open house.

SECURITY

By adhering to some basic security rules, co-owners and tenants help to ensure a safe living environment for all residents of Canfield Lofts.

- Codes to the keyless entry pads are for the convenience of co-owners and residents. Please use discretion with your code
- Visitors to the building should either be buzzed in at the main entrance or met at the door by the Resident.
- Doors should not be blocked open and/or left unattended.

Please do not let unknown people into the building.

PUBLIC GATHERINGS

No public gatherings are to be held on the premise at Canfield Lofts. Owners are welcome to host events where they know the attendees, but are not allowed to publish fliers and or invitations (digital or otherwise) advertising to the public an event at Canfield Lofts with the exception of real estate open houses.

SIGNS

No signs of any kind shall be allowed for a period of longer than twelve hours on the day of an event, such as an open house or gathering within the building. Such signs may only

be posted at the lobby entrance and must be removed by the owner at the end of the day, along with any tape, and/or adhesive. You must clean the window if necessary. Signs of any kind cannot block the pedestrian right-of-way.

For commercial units/tenants seeking installation of non-temporary signs, the Board will consider requests if submitted in writing, including diagrams, schematics, etc... No non-temporary signs may be placed or installed without Board approval.

The bulletin board in the front lobby is also available for residents to use on an ongoing basis. This bulletin board is seen by residents and guests. Please use discretion when posting materials. Also, please remove materials in a timely fashion.

STORAGE

Storage of personal items shall be limited to each loft's assigned storage locker and to the front of deeded garage parking spaces. All stored items must be placed inside the storage locker. Items left outside of lockers will be subject to removal and disposal. Please refer to Article VI, Section 12 of the bylaws for further information related to storage units.

LAUNDRY

No laundry can be hung on patios or in common areas.

COMMON PATIO

The common patio on the 3rd Floor is for the enjoyment of all residents. Please adhere to deck use guidelines posted (particularly as they related to the use of BBQ/Gas grills) and clean-up after yourself when you are done using the patio.

SMOKING

Canfield Lofts is a non-smoking building. Smoking is not permitted in any of the common elements, including but not limited to the hallways, stairwells, elevators, common deck and parking lot and garage, or on the property of the building. Smoking is only permitted in individual units or on/beyond the sidewalk. Please ensure that smoke and odors emanating from your unit are controlled appropriately; failure to do so will be considered a violation of these rules and regulations.

SECURITY VIDEO REVIEW

As each of you is (hopefully) aware, several years ago the Canfield Lofts Association installed a comprehensive video security monitoring system on the property. It is not an "actively monitored" system; video is ONLY reviewed if there is an incident reported to the Board. Review is conducted by a Board member (or members) and, if appropriate, local law enforcement.

At the August 2014 board meeting, the Canfield Lofts Board of Directors approved the following update to the Rules and Regulations:

Effective September 1, 2014, the following fee schedule will be adopted for time expended reviewing security camera video footage:

Regular Business Hours
(Monday – Friday 9am-5pm)

\$50 per hour

After Business Hours
(Non-Holiday)

\$100 per hour

Holiday Hours

\$150 per hour

(Any time during a federally recognized holiday or observed holiday period/weekend)

****There is a one hour minimum, with no proration or “less than an hour” price. For example 1 hour, 15 minutes of review will result in a 2 hour charge.*

The above fee(s) will be assessed to co-owner(s) who request review and/or, in the Board’s determination, are responsible for actions or activity that necessitates the review of video footage. Please remember that, as co-owners, we are each responsible for the actions of those living in our units and our/their guests. Co-owners who are charged these fees will be notified by the Board. These fees will be automatically added to the co-owner’s account, are payable to the Canfield Lofts Association and are in addition to a.) costs that may be incurred (and passed on to the responsible co-owner) for clean-up, and b.) fines or penalties that are the result of a rule violation.

RESPONSIBILITY FOR VISITORS and/or GUESTS

Co-owners are responsible any violations or damage caused by the actions of his or her family, guests, tenants or any other person admitted through such co-owner to the building premises.

RULE ENFORCEMENT AND VIOLATION

The violation by any co-owner, resident, occupant or guest of any of the provisions of the Canfield Lofts Bylaws and/or Rules and Regulation shall be grounds for assessment by the association of monetary fines against the co-owner. Co-owners are deemed responsible for such violations whether they occur as a result of his or her personal actions, or the actions of his or her family, guests, tenants or any other person admitted through such co-owner to the building premises. Each day during which a continuing violation persists may be considered a separate violation.

For a comprehensive explanation of rule enforcement and assessment of fines, please refer to Article XIX of the bylaws.

The amounts of fines are as follows:

First Violation – No fine shall be levied; a courtesy letter will be sent.

Second Violation - \$75.00 fine.

Third Violation – \$150 fine.

Fourth, and all subsequent, Violations - \$500 fine each month until the situation is rectified.

CLEAN UP

If a clean-up is necessary as a direct result of the actions of owner, tenants or guests, owner will be responsible for any and all costs associated. While there is no way to outline every circumstance and assign a fee to it, clean-ups will be assessed and billed on an individual basis. The cost will cover any clean-up necessary to return building to the regular standard of cleanliness and safety. Clean-up fees will be significantly higher if required outside of regular business hours or on a holiday.