

**UNANIMOUS CONSENT TO ACTION
BY THE BOARD OF DIRECTORS
CITY MODERN ASSOCIATION**

Rules and Regulations

The undersigned, constituting the members of the Board of Directors of City Modern Association, a Michigan nonprofit corporation, hereby take the following actions in writing pursuant to Article XI Section 13 of the Bylaws within the City Modern Association Master Deed which states: "The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents".

RESOLVED: That the Board of Directors hereby approves the revisions to the following sections of the Rules and Regulations for City Modern Condominium Association attached to this resolution: Appendix A- Parking Map; Rule Enforcement and Violation.

RESOLVED: The Board of Directors hereby instructs the managing agent to notify all Co-Owners of the implementation of the revised policy effective as of date of signature on this Unanimous Consent Action.

IN WITNESS WHEREOF, the undersigned have executed this consent as of the 6th day of February 2025.

Signed by:



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Kimberleigh Ernst
President, Board of Directors

Signed by:



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David Knill
Vice President, Board of Directors

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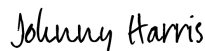
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Noelle Ferrara
Treasurer, Board of Directors

DocuSigned by:



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Cheryl DiMauro
Secretary, Board of Directors

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Johnny Harris
Director, Board of Directors

CITY MODERN ASSOCIATION RULES & REGULATIONS

Revised 2/6/2025

The Rules & Regulations listed herein are a supplement to the City Modern Association (the HOA; or the Association) governing documents and related documents of the Association. We hope you will recognize the following Rules & Regulations as additional tools to keep City Modern 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 (the Board) in accordance with the governing documents.

Aesthetics

Common Elements (Limited or General) shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Animals or Pets (Bylaws, Article VI, Section 5)

Other than two dogs, two cats or one dog and one cat, no animals including household pets shall be maintained by any Co-owner unless specifically approved in writing by the Association.

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.

No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General.

No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner.

No pet shall be permitted to be tethered on the Common Elements. No dog whose bark can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements.

The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium.

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 imposed by this Section. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations.

The Board retains authority to approve the maintenance of animals that would otherwise be prohibited by these Rules or the Bylaws to the extent such approval is a reasonable accommodation under applicable state and federal laws protecting individuals with disabilities.

City Modern and the City of Detroit require that all pets be on a leash and under control at all times unless in your backyard and constrained by a working invisible fence. No person owning or having custody or control of an animal shall intentionally permit the animal to defecate on any property, unless it is the owner's property, or unless such person immediately collects all fecal matter deposited by the animal.

All pet waste must be picked-up and removed daily from the Co-owner's yard. Co-owners shall be responsible for the acts of their pets including any damage to turf areas including the cost of repairs or replacement. The cause of damage will be determined at the sole discretion of the Community Manager and the cost of repair or replacement will be assessed to the owner.

Trapping animals by residents is prohibited. Enticing wild or feral animals with food or drink by residents is prohibited unless written approval is provided by management. Pet food must be kept indoors and unit owners are not to feed animals they do not own.

Collection Policy (Bylaws, Article II).

The payment of annual assessments is payable in monthly installments. 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 5 or more days will be charged a late fee of \$50 on a monthly basis until all fees, including late charges, demand fees and rebill fees are paid in full.

Any Association account 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 corresponding owner account.

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 the owner account as defined in the Condominium Bylaws. The Association may also discontinue the furnishing of any utilities or other services upon seven (7) days written notice. A Co-owner while in default of payment will not be entitled to serve on committees or as a Director of the Association or to utilize any of the General Common Elements (except for ingress and egress to their Unit), and shall not be entitled to vote at any meeting of the Association.

Contractors/Vendors/Conflict of Interest

Board members, officers or committee volunteers may not enter into a contract either verbally or in writing with a contractor, subcontractor or supplier that has not been approved by a written resolution of the Board of Directors and such approval must be evidenced in the minutes of a pertinent meeting of the Board of Directors by a vote of disinterested Board Members.

Board members, officers and committee volunteers may not interfere with a contractor implementing a contract. All communications with contractors will be made through the Association's managing agent, if any, unless a specific Board member, officer or committee volunteer is designated to be a contact for the contractor, which designation will be approved by the Board, in writing, and reflected in the minutes of the pertinent Board Meeting. Board members, officers and committee volunteers must act at all times in the best interest of the Association and not for personal gain, self-serving gain, or third-party gain or financial enrichment. When encountering a potential conflict of interest, Board Members, officers and/or committee volunteers will identify the conflict and, as required or by Board Resolution including whether they are in a conflict of interest and remove themselves from all discussion and voting on the matter.

Drones

All persons, operating drone(s) for both commercial and non-commercial use, must receive written approval from the Association prior to usage. The use of drone(s) must follow all, city, state and federal regulations and should not cause an unreasonable interference with neighboring resident's reasonable expectation of privacy. Whenever possible, drones shall be flown in the least intrusive and/or visible location(s).

Gardens (Bylaws, Article VI, Section 11)

Vegetable gardens shall be located on patios or rooftop terraces only. It is recommended that gardens be contained and shall not exceed the maximum aggregate total dimensions of 20 square feet. Gardens may not be placed within any easements, must be located a minimum of 4 feet from adjacent units.

Gardens must be kept weed free at all times. After the final harvest, subsequent to season weather, the garden shall be cleared of all plant material for the winter season.

All gardens require submission of plans and written approval of the Architectural Control Committee prior to ground preparation and are subject to all local ordinances.

Garden Equipment

All garden equipment (including hoses and electrical cords) must be stored nightly within the interior structure or affixed to the home and shall not be left on landscaped areas of the lot so as to impede mowing and maintenance activities.

Holiday Decorations

Prohibitions against decorations of any kind shall not preclude the display of customary holiday decorations from the exterior of the Unit or on Common Elements to celebrate generally recognized Major holidays, provided that such decorations do not create a public nuisance or safety hazard. Decorations may be displayed for a time period not to exceed thirty (30) days prior to the holiday and fourteen (14) days after the holiday.

Holiday Decorations are allowed per the aforementioned and may consist of lights and other decorations appropriate to the holiday being celebrated. Co-owners may not place holiday decorations on the General Common Elements.

Home Businesses

No home occupation, profession or commercial activity that requires commercial vehicles to routinely travel to and from a Co-owner's Unit shall be conducted in any dwelling located in City Modern, with the exception of model homes owned by, and the sales activities of, Declarant or builders, developers and real estate companies who own or hold any Units for resale to customers in the ordinary course of business. Notwithstanding the foregoing, any Occupant may conduct ancillary business activity within a Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements; (c) the business use is incidental to the single-family residential use of the unit; and (d) the business activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of City Modern, as may be determined by the City Modern Association, in its sole discretion.

Insurance Coverage (Bylaws, Article IV, Section 1(a))

Each Co-owner shall be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to such Co-Owner's Unit and all other buildings, improvements, upgrades or additions located, constructed or to be located or constructed within the Co-Owners Unit, together with any Limited Common Elements appurtenant to the Co-Owner's Unit, except to the extent otherwise provided in the Master Deed, whether located within or outside the perimeter of the Unit, and for the Co-Owner's personal property located thereon or elsewhere on the Condominium Project, for personal liability for occurrences within the Co-owner's Unit or upon the Limited Common Elements, and also for additional living expenses in the event of fire or other catastrophe. Each Co-owner is to use best efforts to see that all property and liability insurance contain appropriate provision whereby the insurer waives its right of subrogation against any Co-owner or the Association. The Association shall have no responsibility whatsoever to insure any Co-owner improvements or personal property.

Leasing

A Co-Owner may lease a Co-Owner's unit provided that written disclosure of such lease is submitted to the Board of Directors in accordance with the procedures listed below.

- Initial term of lease for each new tenant shall be at least six (6) months.
- No more than forty (40%) percent of the Units in the Project may be leased at any one time.
- No Co-Owner shall lease less than an entire Unit.
- The terms of all leases shall incorporate all the provisions of the Condominium Documents.
- No short-term or transient tenants are permitted.

Leasing Procedures

The leasing of units shall conform to the following provisions:

- A Co-Owner desiring to lease a Unit shall disclose that fact in writing to the Association at least ten (10) days before granting such lease to a potential lessee.
- The Co-Owner shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents. If no lease form is to be used, then the Co-Owner shall supply the Association with the name and address of the potential lessee along with the rental amount and the due dates under the proposed agreement.
- Tenants or non-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.
- If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following actions:
 - The Association shall notify the Co-Owner by Certified Mail advising of the alleged violation by the tenant.
 - The Co-Owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
 - If after fifteen (15) days the Association believes the breach is not cured or may be repeated, it may institute an action for eviction against the tenant or non-owner occupant and simultaneously for money damages against the Co-Owner and tenant.
 - The Association may hold both the tenant and the Co-Owner liable for any damages to the Common Elements caused by the Co-Owner or tenant.
- When a Co-Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the tenant and the tenant shall deduct from rental payments due the Co-Owner the arrearage and further assessments as they fall due and pay them to the Association.

Mailboxes

The Co-Owner of each residence shall maintain, repair, and replace, as necessary, the mailbox locks. Mailbox keys are the responsibility of the owner to maintain and replace as necessary.

Maintenance

The Co-Owner of each Unit and the occupants of any portion of the Unit shall keep all buildings and grounds in good condition and repair. Each Co-Owner shall maintain such Co-Owner's Unit and any Limited Common Elements appurtenant thereto in a safe, clean and sanitary condition. Each Co-Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, or agents.

Signs (Bylaws, Article VI, Section 8)

No signs or advertising devices of any kind shall be displayed to the public view on any Unit (interior or exterior) excepting one (1) professional sign of not more than five (5) square feet advertising the property for sale or rent without written permission of the Association. Security/alarm notifications shall be limited to placards or stickers not to exceed five by seven inches (5" x 7") in size placed on a window near the front or rear door(s). Such signs as are allowed must be maintained in good condition at all times and removed on the termination of their use. All signs shall comply with applicable ordinances. The Association may permit supplementary address signage aimed at increasing visibility with written approval from the Association.

Snow Removal

Co-Owner shall be responsible for all snow removal from the rooftop terrace, balcony, and patio.

Trash and Recycling

Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so as not to be objectionable to neighboring property Co-owners. No outside storage of refuse or garbage is permitted. The burning or incineration of rubbish, trash, construction materials or other waste outside of any residential dwelling is prohibited.

Vehicles

No trailer, mobile home, bus, boat trailer, boat, camping vehicle, motorcycle, recreational vehicle, commercial or inoperative vehicle of any description shall at any time be parked, stored or maintained on any unit, unless stored fully enclosed within an attached garage or similar structure.

Weapons

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 or other similar weapons, projectiles or devices anywhere on or about City Modern.

Parking

City Modern is a densely populated community with limited parking. Parking is limited to the unit garage or carport. Overnight parking is expressly prohibited in alleys and non-designated parking spaces. Parking is not allowed parallel to garage doors. Paid and guest parking is only permissible in designated areas (**see Appendix A**) by contacting Metropolis or the current parking authority.

Subject to any Rules and Regulations regarding parking pertaining to Common/Limited Common Areas within the City Modern community under the Declaration, Loading Zones in the alleys in front of Carriage Homes and in front of townhome garages have been established. **Standing in Loading Zones is limited to 30-minutes.** Vehicles parked in Loading Zones more than 30-minutes are subject to towing. Vehicles cannot block through traffic nor unit access. Standing/Parking is strictly limited to loading or unloading.

Subject to the notice location and content requirements of MCL 257.252k of the Michigan Vehicle Code, the Association may cause vehicles parked or stored in violation of the Bylaws or any applicable Rules and Regulations of the Association, be stickered and/or removed/towed from Condominium Premises. The cost of such removal may be assessed to, and collected from, the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II of the Condominium Bylaws. In such cases, the Co-owner will be responsible for all costs incurred in having a towing company respond, even if the vehicle is moved and properly parked before the towing contractor arrives at the Condominium.

Rule Enforcement and Violation

Article II of the Association's Condominium Bylaws provide for monetary fines when there is a violation of the governing documents, 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 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 must 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 Owner be required to appear less than 10 days from the date of the notice.
3. **DEFAULT-** Failure to respond to the Notice of Violations 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, and shall notify the homeowner within ten (10) days of its decision. The Board's decision is final.
5. **AMOUNTS-** After default of the Co-owner, or upon "4" above and described therein, the following fines:
 - FIRST NOTICE-** If the violation is remedied within fourteen (14) days, then no fine will be imposed.
 - SECOND NOTICE-** Fifty (\$50.00) Dollar Fine, if the violation still exists after fourteen (14) days.
 - THIRD NOTICE-** One Hundred (\$100.00) Dollar Fine, if the violation still exists after fourteen (14) days.
 - FOURTH NOTICE AND SUBSEQUENT NOTICES-** One Hundred and Fifty (\$150.00) Dollar Fine every 14 days thereafter until the violation is corrected.In addition, the Board may seek legal action to remedy the violation. All costs of legal action will be billed to the Co-owner and collected in the same manner as assessments.
6. **COLLECTION-** The Fines levied shall be assessed against the Co-owner and shall be due and payable together with the regular City Modern assessment next falling due. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the City Modern Condominium Association governing documents.

APPENDIX A- PARKING MAP

