

**UNANIMOUS CONSENT TO ACTION
BY THE BOARD OF DIRECTORS
CITY MODERN EDMUND TH CONDOMINIUM 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 Edmund TH Condominium 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: 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 9th day of August 2024.



President, Board of Directors

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CITY MODERN EDMUND TH CONDOMINIUM ASSOCIATION

RULES & REGULATIONS

Drafted on 02-14-2024

Revised on 8-11-24

The Rules & Regulations listed herein are a supplement to the City Modern Condominium 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 Edmund TH 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 term "animal" shall not include small animals, fish, or birds, that are constantly caged or in a tank.

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 Edmund TH and the City of Detroit require that all pets be on a leash and under control at all times. All fecal matter shall be immediately collected and properly disposed of in appropriate containers. Animal urine pads and portable potty stations are prohibited on decks, balconies, and patios. No animal shall be housed outside or left unattended for prolonged time periods.

Co-Owners shall be responsible for the acts of their pets including any damage to any Common Elements, 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.

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. Payments on installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including attorney's fees; second, to any interest charges, fines, administrative fees, and late fees on the installments; and third, to installments in default in order of their due dates. The application of payments will result in monthly late charges until the full balance of all amounts has been paid.

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.

Drones

Drones of any kind shall not be permitted without the written approval of the Board of Directors.

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 24" x 40". Gardens may not be placed within any easements.

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.

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 forty-five (45) days prior to the holiday and thirty (30) 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 Co-Owner shall carry on any business enterprise or commercial activities anywhere on the Common Elements or within the Units. 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 Edmund TH , as may be determined by the City Modern Edmund TH, in its sole discretion.

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

Each Co-Owner shall determine by personal investigation or from their own insurance advisors the nature and extent of insurance coverage adequate to their needs and to obtain insurance for their 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 of the provisions of the Condominium Documents.

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 thirty (30) 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.

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.

Parking

Overnight parking is expressly prohibited in alleys and non-designated parking spaces. Parking is not allowed parallel to garage doors.

Loading Zones in the alleys have been established. Standing in Loading Zones is limited to 2 hours. Vehicles parked in Loading Zones in excess of 2 hours are subject to towing.

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

1. Procedures. The violation by any Co-Owner or their occupants or guests of any

provision of the Condominium Documents shall be grounds for the Association to assess monetary fines against the involved Co-Owner. The Co-Owner will be deemed responsible for such violations whether they occur because of their personal actions or the actions of their occupants, guests or any other person admitted to the Condominium through such Co-Owner. Prior to assessing any monetary fine, the Board will adhere to the following procedures:

A. Notice of Alleged Violation. Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-Owner on notice as to the violation, shall be sent by first class mail, postage prepaid, electronic transmission, or personally delivered to the Co-Owner at the Unit address or, if designated, at such other address as the Co-Owner designates in writing to the Association.

B. Hearing. The offending Co-Owner shall be provided a scheduled hearing before the Board at which the Co-Owner may offer evidence in defense of the alleged violation.

The hearing before the Board may be at its next scheduled meeting, but in no event shall the Co-Owner be required to appear less than 7 days from the date of the notice. Upon appearance by the Co-Owner before the Board and presentation of evidence of defense, or in the event the Co-Owner fails to appear at the scheduled hearing, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Assessment of Fines. If there has been a violation of any of the provisions of the Condominium Documents, the following fines may be levied:

FIRST VIOLATION	No fine will be levied.
SECOND VIOLATION	\$50.00 Fine
THIRD VIOLATION	\$100.00 Fine
FOURTH VIOLATION	\$150.00 Fine
AND ALL SUBSEQUENT VIOLATIONS	

The number of the violation (i.e., first, second, etc.) is determined with respect to the number of times that a Co-Owner violates the same provision of the Condominium Documents, as long as that Co-Owner may be a Co-Owner of a Unit or occupant of the Condominium and is not based upon time or violations of entirely different provisions. In the case of continuing violations, a new violation will be deemed to occur each successive fourteen (14) days during which a violation continues or in such intervals as may be set forth in supplements to this Rule; however, no hearings other than the first hearing shall be required for successive violations if a violation has been found to exist. Nothing in this Rule shall be construed as to prevent the Association from pursuing any other remedy under the Condominium Documents or the Condominium Act for such violations, or from combining a fine with any other remedy or requirement to address any violation.

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.

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 house trailers, commercial vehicles, boat trailers, boats, personal watercraft, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobiles, snowmobile trailers, or vehicles other than automobiles or vehicles used primarily for general personal transportation use may be parked or stored upon the premises of the Condominium, unless parked in the garage with the door closed.

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.