

# Lofts at New Center Condominium Association

## **Rules & Regulations**

The Rules & Regulations listed herein are a supplement to the Condominium Bylaws and related documents of Lofts at New Center Condominium Association. We hope you will recognize the following Rules & Regulations as additional tools to keep Lofts at New Center Condominium Association 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 for Lofts at New Center Condominium Association in accordance with the Bylaws.

### **Insurance Coverage**

Each co-owner is obligated and responsible for obtaining insurance coverage for personal property located within a Unit or elsewhere in the Condominium and for personal liability for occurrences within a Unit or upon Limited Common Elements appurtenant to a Unit and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. Any claims arising within or upon a condominium unit must be submitted to the insurance company of the individual co-owner prior to submission to the Association. Coverage by the Association's insurance policy shall only apply subsequent to any coverage offered by the existing co-owner's policy. Any coverage provided to a co-owner 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 Association account for immediate reimbursement to the Association.

### **Animals or Pets**

Without the prior written consent of the Board of Directors, no animal or pet other than two cats or one dog shall be kept in the Condominium with respect to any one Unit. There is no restriction on pets which are constantly caged, such as birds or fish. Any pets kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the Common Elements and any animal shall at all times be attended by a responsible person while on the Common Elements. No animal may be kept or bred for any commercial purpose. All pets must be registered with the Board of Directors of the Association.

## 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 the Condominium.

## Collection Policy

The payment of annual assessments are payable in 12 equal 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 10 or more days will be charged a late fee on a monthly basis until all fees, including late charges, 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 co-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 co-owner account as defined in the Association Documents. 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 vote at any meeting of the Association.

## Rule Enforcement and Violation

Article XX, Section 1 of the Association's Bylaws provide for monetary fines when there is a violation of Bylaws, the Master Deed, 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 Co-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 shall 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 Co-owner be required to appear less than 10 days from the date of the notice.
3. **DEFAULT**-Failure to respond to the Notice of Violation 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. The Board's decision is final.

5. **AMOUNTS**-After default of the Co-Owner, or upon “4” above, the following fines shall be levied:

**FIRST VIOLATION-No fine shall be levied.**

**SECOND VIOLATION-Twenty-five (\$25.00) Dollar Fine.**

**THIRD VIOLATION-Fifty (\$50.00) Dollar Fine.**

**FOURTH VIOLATION AND SUBSEQUENT VIOLATIONS-One Hundred (\$100.00) Dollar Fine.**

6. **COLLECTION**-The fines levied shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment next falling due. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents.