

SHELDON CROSSING

RULES AND REGULATIONS

Georgetown Township, Michigan

April 1, 2020

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TITLE I ADMINISTRATION

CHAPTER 1. Adoption, Contents and Interpretation.

The Board of Directors of the Sheldon Crossing Condominium Association have adopted the following Rules and Regulations to provide for the exercise of certain powers of the Sheldon Crossing Condominium Association, to promote the health, safety and welfare of persons and property in the Condominium, to maintain and improve the value of Condominium Units, and to provide penalties for the violation of provisions of the Condominium Documents. These Rules and Regulations are adopted with the authority granted to the Board of Directors in Section 6.7 of the Condominium Bylaws.

1.1 Publication and Distribution of Rules. The Secretary of the Association will codify and publish all of the rules of the Association and shall distribute them to the Co-owners. Additional copies are available at a reasonable charge per copy determined by the Board of Directors from time to time. In addition, the Secretary will keep one copy of the Rules and Regulations available for public inspection during reasonable business hours.

1.2 Supplements and Amendments. These rules may be supplemented or amended from time to time pursuant to Section 6.7 of the Condominium Bylaws. The Board will prepare a supplement or amendment and submit a copy to all Co-owners. Each supplement or amendment will be effective on the third (3rd) day after it is mailed to the Co-owners, unless a later date is chosen by the Board.

Any amending rule, when printed, will reflect at the bottom of the printed copy the dates on which it was promulgated by the Board of Directors, distributed to Co-owners, and the effective date. The Secretary will permanently retain copies of all original approved rules, as well as amendments thereto.

1.3 Publication and Distribution of Supplements and Amendments. Supplements and amendments to the Rules will be published and distributed to all Co-owners and members of the Board of Directors by the Secretary. Each person assigned a copy of the rules will be responsible for maintaining the same and for the proper insertion of amendatory pages as received. Each person having custody of these rules will turn over his or her copy of the rules upon conveyance of his or her Unit to his or her successor in interest, or to the Secretary of the Association. If lost or destroyed, the owner or the owner's successor in interest is responsible to replace the copy of the rules at his or her own expense.

1.4 Contents. These Rules and Regulations contain all the rules promulgated and amended by the Board of Directors of the Sheldon Crossing Condominium Association. The provisions of the Condominium Bylaws of Sheldon Crossing Condominium are incorporated by reference so as to avoid unnecessary duplication. The adoption of these rules is not to be interpreted as authorizing or permitting any use or the continuance of any use of a structure or premises in violation of any of the provisions of the Condominium Bylaws. All rules of a general and a permanent nature in effect on the effective date of these rules are hereby repealed

except as to such provisions which are also contained herein. All resolutions adopted by the Board of Directors will remain in full force and effect until specifically repealed by action of the Board of Directors, except as the same may conflict with the provisions of these rules or any amendments to these rules.

1.5 Short Title. The rules contained herein may be known and cited as the “Rules of Sheldon Crossing” or simply as the “Rules”.

1.6 Headings. No provision of these Rules shall be held invalid by reason of a deficiency in any chapter or section heading.

1.7 Responsibility. Whenever any act is prohibited by these Rules, or by an amendment thereof, such prohibition shall extend to and include the causing, securing, aiding, or abetting of another person to do the act in question.

1.8 Definitions. Words and phrases used in these Rules shall have the same meaning ascribed to them in the Condominium Documents. The term “Condominium Documents” is defined in the Master Deed.

1.9 Title of Officer to Include Subordinate. Whenever, by the provisions of these Rules, any officer of the Association is assigned any duty or power to perform any act or duty, the title of said officer shall mean and include such officer and/or his or her authorized subordinate.

1.10 Tense. Except as otherwise specifically provided or indicated by the context, all words used in these Rules indicating the present tense will not be limited to the time of adoption of these Rules but will extend to and include the time of the happening of any event, act, or requirement for which provision is made therein, either as a power, immunity, requirement or prohibition.

1.11 Severability. It is the intent of the Board of Directors in promulgating these Rules that all provisions and sections of these rules will be liberally construed to protect and preserve the peace, health, safety, and welfare of the inhabitants of Sheldon Crossing and should any provision or section of these Rules be held invalid for any reason, such holdings will not be construed as affecting the validity of any of the remaining provisions or sections, it being the intent that these Rules shall stand, notwithstanding the invalidity of any provision or section thereof. The provisions of this section shall apply to the amendment of any section of these Rules whether or not the wording of this section is set forth in the amendatory ordinance.

1.12 Effective Date. These Rules shall take effect April 1, 2020.

CHAPTER 2. Administrative Policy and Procedure for Enforcing the Rules.

2.1 Notice of Violation. The Board of Directors, or any one of them after consulting with the others, will send a notice of violation (the “First Notice”) of the Rules to the Co-owner believed to be violating a rule or rules (the “Defaulting Co-owner”). The notice will specify the

violation made by the Defaulting Co-owner, reference the section of the Condominium Documents being violated and inform the Default Co-owner on the fines for that violation. The fines will accrue commencing on the date the First Notice is mailed, unless a grace period to cure the violation is provided in the notice. The notice will also specify a hearing date at which time the Co-owner will have the opportunity to appear before one or more members of the Board of Directors to discuss the notice and violation. The hearing date will be no sooner than seven (7) days from the date of the First Notice, but may be at an earlier date if agreed to by the Board and the Co-owner.

2.2 Hearing. The Co-owner will appear at the hearing at the time and place specified in the First Notice. The hearings will be informal but, at a minimum, the representatives of the Board will hear the Co-owners explanation of the facts surrounding the violation.

2.3 Board of Directors' Response. After the hearing, the Board will provide a written response to the Co-owner (the "Second Notice"). The Second Notice will either confirm, modify, or withdraw the notice of violation contained in the First Notice. During the time from the day of the hearing to the date that the Board sends the Second Notice to the Co-owner, fines will not accrue.

2.4 Resolution. In the event that the Board's response confirms or modifies the notice of violation contained in the First Notice and a fine is still assessed, the Defaulting Co-owner will pay such fine within ten (10) days of the Second Notice. In the event the fine is not timely paid, then the Board, on behalf of the Association, may take any action permitted in the Condominium Documents including, without limitation, those rights set forth in Article II of the Condominium By-laws. Interest will accrue on the fine retroactively to the date of the First Notice. In the event that as a result of the Second Notice the fine is rescinded, but a violation still exists, the Defaulting Co-owner will have five (5) business days from the date of the Second Notice to remove the violation. In the event that the Co-owner does not timely remove the violation then the Board of Directors will have a right to have such violating condition removed and the Defaulting Co-owner will be billed the cost of removing the violation as an assessment against his or her Unit. In the event the Defaulting Co-owner does not pay the invoice within five (5) business days of receipt, then the Board shall have the right, but not the obligation, to take any action permitted in the Condominium Documents, including without limitation those rights set forth in of the Condominium By-laws.

2.5 Fines. Unless another penalty is expressly provided by these Rules or otherwise established by the Board for the violation of any particular provision or section, every person found violating any provision of these Rules or any provision of the Condominium Documents shall pay a fine of Twenty-Five Dollars (\$25.00), or such lesser amount as determined by the Board, as well as the Association's actual costs to abate the violation, including reasonable attorneys fees. Each act of violation and every day upon which any such violation shall continue after notice of the violation will constitute a separate offense. After ten such violations the penalty will increase to Fifty Dollars (\$50.00) per day of continuing violation, or such lesser amount as determined by the Board. After twenty days of additional violations the penalty will increase to One Hundred Dollars (\$100.00) per day of violation, or such lesser amount as determined by the Board. The fines provided by this section, unless another fine or penalty is

expressly provided, will apply to the amendment of any section of these Rules whether or not such penalty is re-enacted in the amendment. All fines will constitute an assessment against the Unit.

2.6 Interest. Interest will accrue on all amounts owed to the Association at the rate of seven percent (7%) per year. Accrued interest will constitute an assessment against the Unit.

CHAPTER 3. Returned Checks; Late Charges.

3.1 Returned Checks. In the event a Co-owner pays any assessment or other financial obligation to the Association by means of a check which is subsequently returned for insufficient funds or otherwise not honored, there will be a Fifteen Dollar (\$15.00) fine assessed against the owner and the fine will constitute an assessment against the Unit payable with the then current monthly assessment. Interest will accrue on the assessment or such other owed amount commencing upon the date due if payment is not received within two (2) days of notice of insufficient funds or notice of other problems with the check tendered to the Association.

3.2 Late Charges. In the event a Co-owner pays any assessment or other financial obligation to the Association after the date it is due (the first of the month unless otherwise determined by the Board), then the Co-owner will be assessed a late charge of Fifteen Dollars (\$15.00) and the late charge will be an assessment against the Unit payable with the then current monthly assessment.

CHAPTER 4. Notices.

4.1 Notices. Whenever notice is required to be given by the Association to a Co-owner or other person by these Rules and no other method is prescribed by these Rules, it will be deemed given and served as follows:

(i) by delivering the notice to the Co-owner personally or by leaving the same at his or her residence, office or place of business with some person of suitable age and discretion, or

(ii) by mailing the notice by first class mail or certified mail, return receipt requested, to the Co-owner's Unit or at his or her last known address,

(iii) if the Co-owner is unknown, by posting the notice in a conspicuous space in the Condominium for five (5) days.

4.2 Destruction of Notice. No person shall interfere with, obstruct, mutilate, conceal, or tear down any official notice or placard posted by any Association officer, unless permission is given by said officer to remove the notice.

CHAPTER 5. Hearings.

5.1 Request for Hearing. If a person requests a hearing before the Board of Directors, the request will be made in writing and shall include all of the following information:

(i) The name, address, and telephone number of the person requesting the hearing.

(ii) A brief statement of the reason for the request and the relationship of the person to the subject for which the hearing is requested.

(iii) A brief statement of the information that the person requesting the hearing intends to submit at the hearing.

5.2 Determination of Need. After receipt of the request for the hearing, the Secretary will make a determination as to the need for a hearing. If the Secretary grants the hearing, it will be scheduled and conducted in accordance with this Chapter.

5.3 Procedure for Denials. If the Secretary denies the hearing, he or she will notify the person requesting the hearing in writing of his or her decision and shall state his or her reasons for denial of the hearing.

5.4 Hearing Requested by Board. Whenever the Board of Directors requires a hearing, the Secretary will initiate such hearing by notice given in the manner described in Section 4.01 not less than seven (7) days prior to the hearing date. The notice will notify the person of the reason for the hearing and of the relationship of the person to the subject for which the hearing is requested.

5.5 Notice to Interested Parties. When a hearing is initiated by the Board of Directors, the Secretary may also provide notice to those persons who may be materially affected by the proceedings. The notice will be by first class mail or by posting on the Condominium Property, or both, as may be determined by the Board.

5.6 Hearing. The Board may appoint one of its Directors as a hearing officer who will be designated and authorized by the Directors to conduct the hearing without the other Board members required to be present. The Board of Directors may also hold a regular or special Board of Directors meeting and conduct the hearing at the Board meeting. At the hearing, the Co-owner will have the opportunity to present his or her evidence.

5.7 Stipulations. The persons cited to appear at the hearing and noticed by the Secretary and who desire to dispose of the matter by stipulation or consent, may mail to the Secretary not later than two (2) days before the date set for the hearing, their written consent to any terms and conditions of the proposed Board action as set forth in the notice of hearing. Agreement between the Association and the party on the terms and conditions of the stipulation will constitute sufficient cause for the Board to dispose of the matter without further hearing.

5.8 Findings. After the hearing, the Board of Directors will issue a final resolution on the matter. A certified copy of the Board's decision shall be prepared and served on the parties, together with the Board of Directors' findings.

CHAPTER 6. Consent From the Association.

6.1 Purpose. The purpose of this Chapter is to describe proceedings by which Co-owners may obtain permission from the Association to perform certain actions allowed under the Condominium Documents with the permission of the Association or its Board of Directors.

6.2 Form of Request. A person who wishes to request permission from the Board of Directors shall make a request in writing to the Board of Directors not less than five (5) days prior to the date on which the person wishes the permission to take effect.

6.3 Standard Form. The Board of Directors may prepare a standard request for permission form for Co-owners to use for purposes of this Chapter.

6.4 Required Statement. A person who requests permission from the Board of Directors shall include on the request for permission the following information:

- (i) The nature and duration of the permission requested, and
- (ii) The person's name, address and telephone number.

6.5 Factors to Consider. In their review of a request for permission, the Board of Directors shall take the following into consideration:

- (i) The benefit of the proposed action to the Association.
- (ii) The burden of the proposed action on Co-owners who will view the results of the action or be affected by it.
- (iii) The quality of the materials proposed to be used, if any.
- (iv) The impact of the proposed action on insurance premiums of the Association.

6.6 Hearing. If the Board determines that a hearing is appropriate, it will request a hearing pursuant to Chapter 5.

6.7 Minutes. Any permission granted by the Board must be reflected in the minutes of the meeting at which the permission was granted.

6.8 Remedies and Penalties. A person who submits false information in connection with the request for permission, or who violates any of the provisions of a resolution issued by the Board of Directors granting permission, shall be subject to immediate revocation of the

permission, as well as to the penalties or remedies as the Board may decide appropriate in light of the circumstances. Prior to the imposition of a fine or other penalty, the Board will follow the procedures set forth in Chapter 2.

TITLE II ADDITIONAL RULES AND REGULATIONS

CHAPTER 7. Parking.

7.1 Prohibited Parking. Under no circumstances will any vehicle be permitted to be parked or operated anywhere on the Condominium property except in garages and on the streets and driveways. This specifically includes that no cars may be parked, operated or located at any time on any sidewalks, landscaped areas, grassy areas or anywhere else not intended for cars.

7.2 Visitor Parking Spaces. All parking spaces within the Condominium property other than on the driveways leading to garages are visitor parking spaces, whether or not so marked. Visitor parking spaces are to be used only to park cars driven by visitors of the persons residing in the Units or cars on the Condominium property at the direction of the Association and are not to be used at any time for parking cars owned or driven by persons residing in any Unit, except for the limited times as permitted under this Section 7. The only cars which will be qualified to park in a visitor parking space are the following:

A. The car is driven by a person who does not reside in any Unit and is visiting a person who does reside in a Unit and the car is not parked on the Condominium property more than 48 hours per week.

B. The car is operated by a person who does not reside in any Unit but is visiting a person who does reside in a Unit for more than 48 hours and the car is registered with the Association as a visitor car. Permits for visitor cars will be for a specific period of time, not to exceed one week, and will specify the specific car to which it applies. The permit will be displayed as directed by the Association at all times when the visitor car is parked in the visitor parking spaces on the Condominium property. Absent unusual circumstances acceptable to the Association, no more than 12 such permits per year will be issued to visitors of the persons residing in a single Unit.

C. The car is parked in connection with an activity directed by the Association such as contractors doing work on the Condominium property at the direction of the Association.

7.3 Towing. Any car which is parked on the Condominium property in violation of these rules may be towed away without notice and impounded by the towing company not to be released until the cost of the towing is paid to the towing company. If the car towed is owned or was parked by any person residing in any Unit or by a visitor of the person residing in any Unit, that person and the Co-owner owning that Unit shall be responsible to pay the cost of the towing to recover the car as well as subject to fines for the violation of these Rules.

7.4 Parking Approvals. Notwithstanding any other provision of these Rules, the Association reserves the right to grant exceptions to these Rules concerning cars or otherwise grant approvals in specific circumstances based on the facts and circumstances as determined by the Association from time to time. Any written approval given by the Association permitting more than the allowed number of cars to be kept by the persons residing in a Unit on the Condominium property may be conditioned upon any conditions the Association determines from time to time and may be revoked by the Association at any time for any reason or no reason. In no event will any Co-owner or other person residing in any Unit have any right to a continued approval from the Association to maintain more than the number of cars on the Condominium property allowed to that Co-owner under the Bylaws. The fact that the Association has granted an approval in one circumstance will not entitle that person to any future or continued approval or any other person in a similarly situated situation to a like or similar approval, the granting and termination of all approvals being within the sole discretion of the Association as determined from time to time. The kind of conditions which the Association may impose in connection with the granting or continuation of any approval include, by way of illustration and not limitation, that the additional car or cars must always be parked in a specifically identified visitor parking space or spaces, or limited to a particular vehicle or for a particular period of time or during particular hours of the day. Any approval that is granted may override all other provisions of Section 7 of these Rules, except those provisions that permit a car parked in violation of these rules to be towed away as provided in Section 7.3 will apply to cars parked inconsistently with an approval.

7.5 Responsibility. All Co-owners are responsible for the parking of their own cars and all cars of their family members, guests, invitees, and others on the Condominium property to see them or coming to their Unit. Each Co-owner therefore must pay all fines resulting from the improper parking of such cars in violation of these Rules.

CHAPTER 8. Pets

8.1 Bylaw Pet Provision. Section 6(f) of the Condominium Bylaws provides in part as follows:

“(f) No animal, including household pets, shall be kept without the prior written consent of the Association which consent, if given, shall be revocable at any time by the Board of Directors thereof. Animals permitted by the Association shall be kept only in compliance with the rules and regulations promulgated by the Board of Directors from time to time, and must be at all times be kept under such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions...the Association may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper, including limitations on the size, weight and number of permitted dogs. 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.”

This chapter of the Rules is intended to provide further specificity and enforcement procedures concerning pets.

8.2 Registration of Permitted Pets. The Co-owner of each Unit must apply to register with the Association each pet the Co-owner desires to keep on the Condominium property prior to bringing it onto the Condominium property, specifying its owner and the kind of animal, breed, height, weight, age, sex, color and name. The Association may give prior written approval permitting the persons residing in a Unit to keep registered pets on the Condominium property or may deny any or all applications for registration. Notwithstanding any other provision of these Rules, the Association reserves the right to grant exceptions to these Rules concerning pets or otherwise grant approvals in specific circumstances based on the facts and circumstances as determined by the Association from time to time. Any written approval given by the Association permitting pets to be kept by the persons residing in a Unit on the Condominium property may be conditioned upon any conditions the Association determines from time to time and may be revoked by the Association at any time for any reason or no reason. In no event will any Co-owner or other person residing in any Unit have any right to a continued approval from the Association to maintain pets on the Condominium property. The fact that the Association has granted an approval in one circumstance shall not entitle that person to any future or continued approval or any other person in a similarly situated situation to a like or similar approval, the granting and termination of all approvals being within the sole discretion of the Association as determined from time to time. The kind of conditions which the Association may impose in connection with the granting or continuation of any approval include, by way of illustration and not limitation, that the pet must always be kept indoors, or will be allowed outside only for a particular period of time or during particular hours of the day. As a condition to the registration and continued presence of each pet on the Condominium property, the Co-owner shall cause each pet to receive and be current as to all vaccinations which are either (i) required by law, or (ii) recommended by the American Animal Hospital Association (AAHA) or other similar authority designated by the Association. The Co-owner shall provide the Association with paperwork evidencing the foregoing at the time of registration application and thereafter as requested by the Association; failure to provide paperwork satisfactory to the Association will be grounds for rejection or termination of registration. The Co-owner of each Unit shall be permitted to keep either one dog OR one cat at a Unit, subject to compliance with the registration requirements.

8.3 Pet Control. No animals, birds or fowl may be kept or maintained on the Condominium property, except dogs, cats and pet birds which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants. No animal may be kept or bred for any commercial purpose and all animals will have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No dog may be permitted at any time outside a Unit unless accompanied by an attendant who shall have such dog firmly held by collar and leash, which leash shall not exceed eight (8) feet in length. No person owning, harboring, or having in his possession any cat shall permit or allow such cat to run at large. No savage or dangerous animal or any reptile will be kept on the Condominium property. Owners will have full responsibility for any damage to persons or property caused by his or her pet. Pets must be walked only in areas designated by the Association and must not be curbed near buildings, walkways, shrubbery or other public space. The owner is required to properly dispose of the waste of his or her animal deposits on any property immediately after it is deposited. No dog which barks and can be heard on any frequent or continuing basis will be

kept in any residence or elsewhere on the Condominium property. Any person who causes or permits any animal to be brought or kept on the Condominium property shall indemnify and hold harmless all other Co-owners and the Association for any loss, damage or liability which may be sustained as a result of the presence of such animal on the Condominium property. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article V of the 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 concerning pets. In the event of any violation of this Rule, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with other duly adopted rules and regulations.

CHAPTER 9. Planting and Landscaping.

9.1 Hanging Baskets. No Co-owner shall hang or display more than four (4) hanging baskets on the outside of his or her unit, (two in the front and two in the back) without the prior written permission of the Board of Directors. No hanging baskets shall be hung from any outdoor tree.

9.2 Permits for Plantings, Their Care and Removal. The Association shall have the right to approve and control all plantings located within the General and Limited Common Element areas, as well as the care and the removal of the plantings. A Co-owner may, upon obtaining prior written permission of the Board of Directors, prune, spray, plant or remove plantings, but no person shall otherwise prune, spray, plant or remove any planting in the general and limited common elements. Every such permit shall specify the extent of the authorization and the conditions to which it is subject.

9.3 Bird Feeders and Baths. The Association shall have the right to approve the location of all bird feeders and/or bird baths located in the general or limited common elements.

Adopted by the Board of Directors: April 1, 2020

Effective Date: April 1, 2020

Copy mailed to all Co-owners: _____, 2020

By: _____
Brittany Boverhof, Secretary