

# **LA CROFT CONDOMINIUM ASSOCIATION**

## **Rules and Regulations**

**Revised December 2021**

**Effective January, 2022**

FINAL DRAFT

## TITLE I - ADMINISTRATION

### CHAPTER 1 - Adoption, Contents and Interpretation:

The Board of La Croft Condominium Association has adopted the following Rules and Regulations to provide for the exercise of certain powers of the La Croft 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 these provisions. These Rules and Regulations are authorized by Article VI, Section 11 of the Amended and Restated La Croft Condominium Bylaws (Bylaws).

1.01 **Amendment Procedure.** These rules may be amended pursuant to Article VI, Section 11 in the following manner: The Board may make and amend from time to time reasonable rules and regulations consistent with the Michigan Condominium Act, the Amended and Restated Master Deed, and the Bylaws, concerning the use of the common element or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium or the manner of the Association's or Condominium's operation. The Association shall furnish to all Co-owners all Rules and Regulations and any amendments to the regulations, which shall become effective as stated in the regulation. Any regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Co-owners in good standing.

1.02 **Publication and Distribution of Amendments.** Amendments to the Rules and Regulations shall 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 shall be responsible for maintaining the same and for the proper insertion of amendatory pages as received. Each copy of the rules shall remain the property of the Association. Each person having custody of these rules shall turn over his/her copy of the rules upon conveyance of his/her Unit to his/her successor in interest, or to the Secretary of the Association. If lost or destroyed, the owner or the owners' successor in interest is responsible to replace the copy of the rules at his/her own expense.

1.03 **Contents.** These Rules and Regulations contain all of the rules promulgated and amended by the Board of Directors of La Croft Condominium Association. The adoption of these rules shall not be interpreted as authorizing or permitting any use or the continuance of any use or activity of the condominium premises in violation of any of the provisions of the Condominium By-laws. All rules of a general and a permanent nature in effect on the effective date of these Rules and Regulations are hereby repealed except as to such provisions which are also contained herein. All resolutions adopted by the Board of Directors shall 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.

1.04 **Short Title.** The rules contained herein may be known and cited as the "Rules and Regulations" of La Croft Condominium Association or simply as the "rules".

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

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

1.07 **Definitions.** Words and phrases used in these Rules and Regulations shall have the same meaning ascribed to them in the condominium documents for the project.

1.08 **Title of Officer to Include Subordinate.** Whenever, by the provisions of these Rules and Regulations, 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/her authorized subordinate.

1.09 **Tense.** Except as otherwise specifically provided or indicated by the context, all words used in these Rules and Regulations indicating the present tense shall not be limited to the time of adoption of these Rules and Regulations but shall 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.

1.10 **Penalty.** In addition to the Association's other rights and remedies, every person found violating any provision of these Rules and Regulations or any provision of the condominium documents may be subject to a fine in accordance with the Bylaws; Article XVI.

1.11 **Severability.** It is the intent of the Board of Directors in promulgating these Rules and Regulations 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 La Croft Condominium and should any provision or section of these Rules and Regulations be held unconstitutional or invalid, such holdings shall not be construed as affecting the validity of any of the remaining provisions or sections, it being the intent that these Rules and Regulations 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 and Regulations whether or not the wording of this section is set forth in the amendatory rule.

1.12 **Effective Date.** These revised Rules and Regulations shall take effect with the recording, filing and distribution of the Bylaws.

## **CHAPTER 2 - Garbage and Trash Pickup.**

2.01 **Collection Schedule.** The Board of Directors shall establish a schedule for the collection of garbage and rubbish throughout the Condominium and shall engage or provide the proper labor and equipment for carrying out such schedule.

2.02 **Dumpster.** All garbage shall be disposed of in dumpsters located throughout the

Condominium. All garbage must be in sealed or tied plastic bags. All large boxes must be broken down and deposited directly in the ground floor dumpsters. Dumpster doors must be closed after disposing of garbage.

2.03 **Littering and Accumulation.** No person shall throw or deposit any garbage or rubbish upon or into any general common element of the Condominium, except in containers provided for that purpose. It shall be the duty of every Co-Owner, at all times, to maintain the limited common element occupied by him/her in a clean and orderly condition.

### **CHAPTER 3 - General Regulations.**

3.01 **Moving Damage.** All damage to property caused by the moving or carrying of articles therein shall be the responsibility of and shall be paid for by the owner of such article.

3.02 **Name Sign.** No person shall post his/her name, names, or any other notice on the exterior of any building, or on any general common element area except as authorized by the Board of Directors.

3.03 **Wiring.** No person shall install wiring for electrical or telephone installation, television antenna, machines or air conditioning units or the like on the exterior of a Unit, or which protrude through the walls or the roof of a Unit except as authorized by the Board of Directors.

3.04 **Nuisance.** No loud, improper, harmful, or unlawful use or activity shall be engaged upon any common element or Unit in the Condominium and each Co-Owner, at his/her own expense, shall comply with, perform, and fully satisfy all City, State, and Federal laws, statutes, ordinances, regulations, orders or requirements affecting his/her Unit.

3.05 **Injury to Common element.** No person shall injure, mar or damage in any manner, any elevator, ornament, fence, seat, tree, shrub, flower, fire hydrant, lawn furniture, or other common element of the Condominium.

3.06 **Intoxicating Liquors and Drugs.** No person shall use marijuana or any illegal narcotic drug in the general common element areas of the Condominium. No person shall enter or occupy any of the common element areas in a drunken condition.

3.07 **Laundry Facilities.** Persons who use the coin operated clothes washers and dryers shall promptly remove their clothes from the machines and the vicinity of the machines after the clothes have been washed or dried. No person shall permit the clothes washers and/or clothes dryers to be used on a regular basis by persons who do not reside in the Condominium.

3.08 **Occupancy.** The number of persons allowed to occupy or reside in any Unit shall be governed by the restrictions and regulations of the International Property Maintenance Code or other codes or ordinances that may be adopted by the City of Charlevoix from time to time governing occupancy. The restrictions shall automatically change, without the necessity of an

amendment to the Bylaws, upon the adoption of alternative regulations by the City of Charlevoix, so that all Unit occupancy shall be in accordance with all City of Charlevoix regulations.

3.09 **Lease of Units.** A Co-Owner who desires to lease his or her Unit must comply with Article VI, Sections 1 and 2 of the La Croft Bylaws in order to obtain Board approval. Said Owner shall disclose his/her intent to lease such Unit in writing to the Board of Directors at least ten (10) days before leasing the Unit, and the Co-owner must supply the Board with a copy of the exact lease form including La Croft Condominium Addendum to Lease, the name and address of the tenant, and a telephone number where the tenant may be reached. All leases of Condominium Units shall; be for a minimum lease term of at least six (6) months, be subject to Board approval and contain the following terms:

- (i) Landlord has provided the Tenant with an updated copy of the condominium documents for La Croft Condominium, including the Rules and Regulations. Tenant has reviewed the condominium documents and agrees to comply with all their provisions;
- (ii) If the Landlord is in arrearage to the Association for assessments and the Association gives written notice of the arrearage to the Tenant, the Tenant shall deduct from rental payments due the Landlord the arrearage due the Association as well as any future assessments which become due and pay such amounts to the Association until further notice by both the Association and the Landlord. Any deductions pursuant to this paragraph shall not constitute a breach of the Lease;
- (iii) If the Association determines that the Tenant has failed to comply with the condominium documents, or the provisions of the Michigan Condominium Act, as amended, the Association may take the following action:
  - (a) The Association shall advise the Landlord by certified mail, return receipt requested, of the alleged violation by the Tenant. The Association may deliver a notice of the violation to the Tenant in person, by first class mail, or by posting a notice on the door of the Condominium Unit;
  - (b) The Landlord shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach or advise the Association that a violation has not occurred;
  - (c) If, after fifteen (15) days the Association believes that the alleged breach has not been cured, or may be repeated, it may institute on its behalf, an action for eviction against the Tenant and, simultaneously, for money damages against the Landlord and the

Tenant for breach of the provisions of the Condominium Documents or of the Act. The Association may hold both the Tenant and the Landlord liable for any damages caused to the Condominium.

3.10 **Room Rentals.** No portion of a condominium Unit may be rented, and no transient tenants may be accommodated therein except as otherwise permitted by the Condominium Bylaws.

3.11 **Alteration of General and Limited Common element.** No person shall make any alterations, additions, appearance changes, or improvements to any general or limited common element, nor make changes to the exterior appearance or structural members of a Unit without the prior written approval of the Board of Directors. A Co-Owner may make alterations, additions or improvements within his/her Unit without the prior written approval of the Board, but such Co-Owner shall be responsible for any damage to any other Unit, the common element, the property, or any part thereof, resulting from such alterations, additions or improvements. This provision is subject to the additional requirements set forth in the Bylaws, Article VI, Section 14 (d).

3.12 **Signs.** No signs or other advertising devices shall be displayed which are visible from the exterior of any Unit or upon the common element, including "for sale" signs, without the prior written permission from the Board of Directors. This prohibition includes signs posted on or in vehicles parked on the premises.

3.13 **Laundry.** No person shall display, hang or store any clothing, sheets, blankets, laundry or other articles outside a Unit, or which may be visible from the outside of a Unit (other than draperies, curtains, or shades of the customary nature and appearance). Towels or laundry may not be hung from the balconies.

3.14 **Decorations.** No person shall paint, decorate or adorn the areas outside of a Unit without the prior written permission of the Board of Directors.

3.15 **Bicycles.** Bicycles (including motorized machines) shall be kept or stored only in areas of the Condominium designated for such purposes by the Board of Directors.

3.16 **Recreational Vehicles.** No recreational vehicles, such as motor homes, snowmobiles, dirt bikes, boats or trailers, shall be parked or stored in the parking lots or on the common drives of the Condominium.

3.17 **Commercial Vehicles.** No commercial vehicle as defined in the Bylaws, Article VI, Section 8 C shall be parked in or about the Condominium except during the course of making deliveries or pickups in the normal course of business. Vehicles owned by a police or fire department are not commercial vehicles. Vehicles identifying a state, county, or city office are not commercial vehicles provided they do not exceed the weight limit provided in this section.

3.18 **Automobile Repairs.** No person may dismantle or repair a motor vehicle within the premises of the Condominium.

3.19 **Firearms.** No person shall discharge any firearm, air rifle, air pistol, or bow and arrow on the Condominium premises.

3.20 **Fireworks.** No person shall fire, discharge, display or possess any fireworks on the Condominium premises.

3.21 **Solicitation.** No person shall solicit business or sales in a common element area, unless such solicitation relates to a bona fide charitable or nonprofit organization and such solicitation has been approved in advance by the Board of Directors.

3.22 **Assault.** No person shall accost, molest, assault, or otherwise annoy, either by word of mouth, sign or motion any person.

3.23 **Fighting.** No person shall engage in any disturbance or fight.

3.24 **Prostitution.** No person shall engage in any act of prostitution.

3.25 **Throwing Objects.** No person shall intentionally or recklessly throw or propel any snowball, missile or object toward any person or vehicle or from any moving automobile.

3.26 **Displays of Flags.** The American flag up to 3 feet by 5 feet in size is permitted to be flown on the patio area of a Unit on any day of the year. Flags must be flown in an upright position and in a respectful manner. Flags may not be flown that are torn or faded. No other types of flags may be flown outside of a Unit without the prior consent of the Board.

3.27 **Outdoor Grills.** Charcoal grills are prohibited in the Condominium premises.

3.28 **Bulletin Board.** No person may remove official notices of the Association from the Association bulletin board without permission from the President, the Secretary or the Board of Directors. No personal notices may be posted on the bulletin boards without the prior consent of the Board of Directors.

3.29 **Nuisance Behavior.** No running, dangerous horseplay or other loud, rowdy or disruptive behavior is permitted within the common element of the Condominium, including but not limited to the elevators, catwalks, stairways, Community Room, parking areas and lower drive.

3.30 **LPG and Scuba tanks.** Liquid propane gas and Scuba tanks may not be kept in the Units.

3.31 **Community Room Use for Group Events.** Use of the Community

Room/Kitchen for group events is reserved for Co-owners only and shall be conditioned upon the receipt of a refundable \$50 breakage/damage fee. All scheduling for the Community Room shall be done with the building manager or caretaker. Co-owners that schedule the room will be responsible for cleaning the Community Room after the scheduled event and leaving the Community Room areas as clean as they were prior to the event.

#### **CHAPTER 4: SWIMMING POOL**

4.01 **Showering.** All persons must shower before entering the pool. Feet must be rinsed at the foot shower before reentering the pool.

4.02 **Clothing.** Swimmers must wear clean conventional swim apparel in the pool.

4.03 **Contagious Conditions.** Persons with open sores, eye infections, and/or contagious conditions are NOT PERMITTED IN THE POOL.

4.04 **Objects.** Glassware, breakable materials, hazardous objects and soap are not allowed in the pool area. Stones or hazardous objects are not allowed within the pool enclosure. Floating rafts, tubes or other large objects are not allowed within the pool enclosure. Items left in the pool area after 10:00 p.m. will be discarded.

4.05 **Pollution.** Spitting or polluting the pool water or related facilities is not allowed.

4.06 **Biological Accident** Should an accident occur which results in the pool being chemically shocked or drained, the remediation costs will be levied against the responsible Co-owner. Individuals who are not toilet trained or are experiencing incontinence are not allowed in the pool. The wearing of swim diapers does not alter this provision.

4.07 **Use.** The pool is for the exclusive use of La Croft Condominium residents. Guests are permitted to use the pool but not on an ongoing or recurring basis. Non-swimmers or individuals who exhibit an inability to swim must be accompanied by a responsible person of adequate skill to ensure the safety of the non-swimmer.

4.08 **Food and Beverage.** Food is not allowed in the pool area. Beverages in non-breakable containers are allowed in the pool area.

4.09 **Smoking.** Smoking is not allowed in the pool area.

4.10 **Pets.** Pets are not allowed in the pool area.

4.11 **General Safety.** Pool hours are 8:00 a.m. to 10:00 p.m. There is no lifeguard on duty. The pool and deck capacity is limited to 40 people. Running, boisterous or rough play is prohibited in the pool area. Diving is prohibited.



## CHAPTER 5 - PETS

5.01 **General Prohibition.** No animal shall be kept or allowed in any Unit except for one household pet (dog or cat) maintained in accordance with the requirements below and Article VI, Section 5 of the Bylaws.

5.02 **Type.** Pets shall not be kept or bred for any commercial purpose. No dangerous or savage animal shall be kept.

5.03 **Nuisance.** Owners shall restrain their pets from any loud or continuous barking, or any other offensive noise.

5.04 **Offensive Matters.** No animal shall be permitted with any unsanitary condition or offensive odor.

5.05 **Leash.** Pets shall be confined or kept on a leash at all times when on the common element.

5.06 **Waste.** Pets shall not be permitted to urinate or defecate anywhere on the common element except within the designated dog run area. If an owner permits its pet to urinate or defecate on the common grounds, whether by accident or otherwise, said owner shall promptly clean up after their own pet.

## CHAPTER 6 - NOTICE.

6.01 **Notice.** Whenever notice is required to be given by the Association to a Co-Owner or other person by these Rules and Regulations and no other method is prescribed by these rules it shall deemed given and served as follows:

- (i) by delivering the notice to the person personally or by leaving the same at his/her residence, office or place of business with some person of suitable age and discretion, or
- (ii) subject to owner authorization, by electronic communication to the email address provided by owner,
- (iii) by mailing the notice by certified mail, return receipt requested, to the person's Condominium Unit or at his/her last known address, or
- (iv) by mailing the notice by registered mail to the person's Condominium Unit, or to his/her last known address, or
- (v) if the person is unknown, by posting the notice in a conspicuous space in

the Condominium Project for five (5) days.

6.02 **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 7 - HEARINGS

7.01 **Request for Hearing.** If a Co-owner requests a hearing before the Board of Directors, the request shall be made in writing and shall include all of the following information:

- (i) The name, address, and telephone number of the Co-owner requesting the hearing.
- (ii) A brief statement of the reason for the request and the relationship of the Co-owner to the subject for which the hearing is requested.
- (iii) A brief statement of the information that the Co-owner requesting the hearing intends to submit at the hearing.

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

7.03 **Procedure for Denials.** If the Secretary denies the hearing, he/she shall notify the Co-owner requesting the hearing in writing of his/her decision and shall state his/her reasons for denial of the hearing.

7.04 **Hearing Requested by Board.** Whenever the Board of Directors requires a hearing, such as when the Association seeks to assess a fine against a Co-Owner, the Secretary shall initiate such hearing by notice given in the manner described in 6.01 not less than ten (10) days prior to the hearing date. The notice shall 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.

7.05 **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 shall be by first class mail or by posting on the Association bulletin board, or both, as may be determined by the Board.

7.06 **Hearings.** The Board of Directors shall hold a regular or special Board meeting and conduct the hearing during the Board meeting. Any decision shall be made by a majority of the directors present at the meeting. The Secretary shall prepare a record of the proceedings, including the Board's proposal for a decision, its findings of fact and conclusions of law as necessary.

7.07 **Stipulations.** The Co-owner cited to appear at a hearing and noticed by the Secretary and who desires to dispose of the matter by stipulation or consent, may provide to the President not later than two (2) days before the date set for the hearing, their written consent to the 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 shall constitute sufficient cause for the Board to dispose of the matter without further hearing.

7.08 **Findings.** After the Board has held its hearing and issued a final resolution on the matter, a notice of the Board's decision shall be prepared and sent to the Co-owner.

## **CHAPTER 8 - CONSENT FROM THE ASSOCIATION.**

8.01 **Purpose.** The purpose of this Chapter is to describe the process by which a Co-owners may obtain permission from the Association to perform certain actions allowed under the condominium documents with the permission of the Board.

8.02 **Form of Request.** A person who wishes to request permission from the Association 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.

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

8.04 **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.

8.05 **Minutes.** Any permission granted by the Board must be reflected in the minutes of the meeting at which the permission was granted. No permission is effective unless reflected in the minutes of the Board of Directors.

8.06 **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 order, as well as to the penalties or remedies as the Board may decide.

8.07 **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 of Co-owners.

- (ii) The burden of the proposed action on Co-owners who will view the results of the action or be directly 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.
- (v) The willingness of the Co-Owner to pay for any increased financial burden associated with the request.