

Heritage Park

Aka Emerald Pointe North

A Private Condominium Subdivision



THE SIMPLIFIED HANDBOOK

Article VI: Condensed

Living With Your Community's Bylaws
Winter 2014 Update

www.emeraldpointenorth.org

Co-owners,

Even though the tone of the bylaws is about rules and fines, the board is trying to maintain for everyone a great place to live. The bylaws are intended to maintain that attitude and not an attitude of intolerance or negatively. As such we have to be vigilant in adherence to rules for the benefit for everyone and the quality of life we seek for everyone that lives in our community.

This booklet is a condensed version of Article VI of the current by-laws. It was created to help understand the issues that are most commonly misunderstood or violated by co-owners and renters. They have been brought up over time at our annual meetings. The board members have adopted some changes that are not reflected within the by-laws booklet. Please attach or keep this handbook with your association by-laws. In the future we will update this handbook and distribute copies to all co-owners. Please read over and communicate with the Board if you don't understand any of the issues cited by the communication and attached booklet.

The Board will be taking a more proactive approach based on Quality of Life and rewarding the co-owners who keep up their property and comply with the by-laws. There will be zero tolerance when it comes to violations, verbal (written) warning will be issue on first offense and fines will start after ten day of first notice. **Bold** titles are areas we're watching very closely and will not tolerate violations.

- a) **Lawns and Yard Maintenance.** If lawns are left 2 weeks without cutting or grass/weeds greater than 10" high. Board will notify the Management Company, who will call our landscaper. Charge is \$60 per cut. This cost will be passed onto homeowner.
- b) **Exterior Maintenance of Home.** Homes that need some kind of up keep, such as but not limited to, soffits and facial boards not painted in many years, siding falling off home, yard clutter or trash left on front of yard. If situation is left unchanged for two weeks, we will send warning letter. If no action is taken by homeowner, then fine will be assessed.
- c) **Trash and Recycle containers.** With the advent of Westland's new trash program loose trash should be a thing of the past. Trash and recycle containers may be put out at the streets any time after 6 p.m. on Thursday (or Friday evening when trash is being picked up on Saturday). Both containers must be stored in the garage or at the side of the garage hidden from view by a fence, evergreen or storage container. Please print your address on your trash and recycle containers.
- d) **Exterior lights.** Any homes that fail to have lights on will receive a violation letter. If situation is not changed after 10 days, then a fine can be assessed. This is in the interest of safety, effective immediately.

- e) **Non-Licensed Vehicles**. Unlicensed Gas and/or Electric vehicles can **NOT** be used on our streets. Homeowner will be issued immediate fine including any visitor to your property. You as a homeowner are responsibility for any and all actions taken by visitors at your property.
- f) **Skate Boarding and Basketball**. There will be no skateboarding at entrance from Hix Road to the speed bumps. No skateboarding on the wall at the front entrance, and no use of jumps or other types of ramps in the streets. Basketball hoops are not allowed in the streets. They must face your property.
- g) **Parking**.
1. **Street Parking**- Westland Car Towing will be towing any vehicle reported by Guardian Security that is parked in the streets during the hours of 1 a.m. to 6 a.m. or a snow emergency. Your vehicle will be towed to Westland Car Towing on Hix Rd. just south of Warren, 6375 Hix Road, Westland, MI 48185, phone 734.722.8600. **Fees start at \$205.00 first day and go up daily from there.**
 2. **Trailer Parking** - Co-owners with trailers/campers may park in front of their home for up to 3 days prior to going on vacation and 3 days when returning to clean up the vehicle; please see board members for parking passes. If you have out-of-town guests staying with you for a few days please see board members for parking passes. All others are asked to park overnight at the school parking lot other side on Hix Rd. Parking passes will not be issued for local use.
 3. **Lawn Parking**- Lawn parking is not allowed and is subject to a fine.
 4. **Entrance Parking** – Parking at the Hix road entrance is not allowed. Park away from the entrance to pick up school children.

Respectfully,

Your 2014 Board of Directors,

Ed Caldwell
Michael Bradford
Tommie Schell
Woodrow Smith
Beverly Lumzy

Article VI: Condensed

Section 2- Leasing and Rental. A Co-owner(s) may lease his/her Unit for the same purposes set forth in Section 1 above provided the occupancy is only by the lessee and his family. No rooms in a Unit may be rented and no transient tenants accommodated. An exact copy of the executed lease shall be provided to the Association ten (10) days prior to presenting it to the tenant for execution and shall specifically state that the tenant acknowledges that he/she must abide by all of the terms and conditions of the condominium documents including the Association's rules and regulations. If no lease form is to be used, then the Co-owner shall supply the Association of co-owners with the name and address of the potential lessee along with the rental amount and due dates under the proposed agreement. The minimum initial term of all leases shall be at least ninety (90) days.

NOTE: *Co-owner must be in compliance with the City of Westland and have a rental inspection done by the city and provide to the association a copy of the City rental certificate.*

Arrearage in Condominium Assessments. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Condominium Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant. The form of lease used by any Co-owner shall explicitly contain the foregoing provisions.

Section 4- Activities. **No unlawful or nuisance activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium.** No unreasonably noisy activity shall be carried on in or on the Common Elements or in any Unit at any time. Activities which are deemed offensive and are expressly prohibited include but are not limited to the following: skate boarding at the entrances of the subdivision, basketball nets in the street, the use of firearms, air rifles, pellet guns, b-b guns, bows and arrows, or other similar dangerous weapons, projectiles or devices. Use of unlicensed motorized vehicles is strictly prohibited i.e. scooters, golf carts, go carts etc.

Action: Warning and/or fine

Section 5- Pets. In no event shall the Board permit more than two (2) household pets per Unit. No animal may be kept or bred for any commercial purpose. **All animals 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 anytime and all animals shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General.**

Action: Notify the Police Department Animal Control

Section 6- Aesthetics. The Common Elements, Limited or General shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. No unsightly condition shall be maintained on any patio, porch and common elements (your yard).

All trash and recycle receptacles shall be kept inside the units or garages until dusk of the day preceding collection and shall be returned inside on the day of collection. The board also allows receptacles to be stored out of view behind a fence (white or tan), evergreens or a trash storage shed. Co-owners shall be responsible to clean up any garbage or trash which escapes their trash receptacles for any reason including but not limited to animals opening receptacles or removing items.

Action: Warning and/or fine

Section 8- Vehicles. No go-carts, mopeds, motorcycles, house trailers, recreational vehicles, or similar vehicles, such as club wagons, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, mobile homes, dune buggies, motor homes, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles other than automobiles, sport utility vehicles and pickup trucks may be parked upon the premises of the Condominium, unless specifically approved by the Association or parked in an area specifically designated by the Association. Nothing herein contained shall be construed to require the Association to approve.

A motor home or camping vehicle of a size exceeding garage capacity may be parked temporarily on its Co-owner's driveway or Street for a period not to exceed seventy-two (72) hours for the purpose of loading and unloading such vehicle prior to and following its use. Parking permits are available from the association.

Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pick-ups in the normal course of business. For purposes of this Section, the term "commercial vehicle" means any vehicle that has any one of the following characteristics: (a) more than two axles; (b) gross vehicle weight rating in excess of 10,000 pounds; (c) visibly equipped with or carrying equipment or materials used in a business; or (d) carrying a sign advertising or identifying a business.

Non-operational vehicles and vehicles with expired license plates shall not be parked or stored on the premises without the written permission of the Board of Directors. Use of unlicensed motorized vehicles is strictly prohibited.

Action: Warning and/or fine

No vehicles shall be parked on any street within the hours of 1:00 a.m. to 6:00 a.m. Additionally, no vehicles shall be parked in any street during the pendency of any snow emergency declared by the City of Westland. All residents shall remove their vehicles from the street during such snow emergencies allowing emergency access and minimize snow removal expense to the Association.

The Association may cause vehicles parked or stored in violation of this Section or of any applicable rules and regulations of the Association to be TOWED/removed from the Condominium Premises and the cost of such removal will 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 hereof.

After being notified by Guardian Security, Westland Car Towing will tow any vehicle parked in the streets during the hours of 1 a.m. to 5 a.m. or during a snow emergency. Your vehicle will be towed to Westland Car Towing on Hix Rd. just south of Warren (6375 Hix Road, Westland, MI 48185, 734.722.8600).

Action- \$100.00 FINE and TOWING FEES

Co-owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises.

The Board of Directors may make reasonable rules and regulations governing the parking of vehicles in the Condominium consistent with the provisions hereof.

Section 12- Landscaping. Each Co-owner shall be responsible for mowing, edging and trimming their lawn and bushes according to such uniform standards as the Board of Directors may adopt from time to time to assure uniform and well kept appearance. Lawns are to be mowed at least every ten day or less. No Co-owner shall plant any trees or shrubs upon any other portion of the Common Elements unless approved by the Association in writing. All trees on the common Elements must be replaced if they are destroyed in any manner. Planting of new trees requires board approval.

Spring weed control - The use of at least one application of weed killer per year will be required to help cut down the unwanted weeds and allergies in the neighborhood.

Section 13- Co-owner Maintenance. Each Co-owner shall maintain his/her Unit and any Limited Common Elements for which he/she has maintenance responsibility in a safe, clean and sanitary condition. Homes appearance is very important to all co-owners. This makes our community look good and also saves

the homeowner money on costly repairs. All wood trim needs to be painted every 5-7 years or aluminum sided if affordable to co-owner. Exteriors of your units must be kept up and repaired when needed. Your board members will perform a subdivision walk around every spring and recommend areas of concern in writing to each co-owner.

Section 14- Assessment of Costs of Enforcement. Any and all costs, damages, expenses and/or attorney fees incurred by the Association in enforcing any of the restrictions set forth in this Article VI and/or rules and regulations made by the Board of Directors of the Association under Article VI, Section I0 of these Bylaws, including invitee's, visitors, renters and or lessee may be assessed to and collected from the responsible Co-owner.

DISCLAIMER

This handbook is meant to be a guide for the most common violations. Please refer to the Emerald Pointe North Master deed and bylaws for more detailed explanation. You can also find this information on the Heritage Park/Emerald Pointe North website www.emeraldpointenorth.org.

ARTICLE XIV

REMEDIES FOR DEFAULT

COMMUNICATION:

All inquiries and communications must be put in writing and will be reviewed by the board at the next scheduled meeting.

PROCEDURES:

Alleged Violation Notice- A written notice of the alleged violation will be sent.

Opportunity to Defend - The offending Co-Owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall 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.

Default- Failure to respond to the notice of violation constitutes a default.

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.

AMOUNTS- Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-Owner or upon the decision of the Board as recited above the following fines shall be levied:

- 1st: Violation No fine shall be levied.
- 2nd: Violation \$50.00 fine
- 3rd: Violation \$75.00 fine
- 4th: Subsequent Violation \$100.00 fine

The Board of Directors shall have the authority to levy a substantial monetary fine even for a first violation if deemed necessary to deter certain violations such as overnight parking, parking during snow emergencies, lawn maintenance, etc.

Important Phone Numbers:

Police Department:	734-722-9600	Emergencies 911
Fire department:	734-467-3201	Emergencies 911
Animal Officer:	734-467-3234	
Building Department:	734-467-3210	
Ordinance Officer:	734-467-3210	
Public Services:	734-728-1770	
Mayor's Office:	734-467-3200	

Heritage Park website

www.emeraldpointenorth.org

E-mail address: contact@tpgmc.com