March 30, 2023

SUBJECT: Eagle Creek Rules & Regulations Notice

Boards of community associations have a right and duty to make and enforce rules based on common law, state statutes, and the association's governing documents, which confer on the board the obligation to preserve and protect the assets of the community. Rules are important in community associations for the same reasons laws are important in society in general. Rules provide certainty and order, protect the freedom and safety of residents, interpret provisions found in governing documents, and protect commonly owned resources.

Enclosed is the newly adopted Eagle Creek Condominium Association Rules & Regulations document effective March 28, 2023. In accordance with ***ARTICLE IV Section 2***, the board's elected duties include: *making reasonable rules and regulations governing the use and enjoyment of the Condominium by members and their tenants, guests, employees, invitees, families and pets and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines* and late payment charges, or instituting eviction or legal proceedings.*

***Article XII Section 1** states: *The violation of any co-owner, occupant or guest of any of the provisions of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association of monetary fines against the involved co-owner. Such co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such co-owner to the Condominium Premises.*

Please make yourself, your tenants, your family and your guests familiar with these rules. It is important you retain the Rules & Regulations with your association records.

Today's Date: March 2. 2023

These revised Rules and Regulations ("Rules") were adopted on the 28th day of March 2023, in accordance with the provisions of the Eagle Creek Condominiums Amended Master Deed recorded in the office of the Macomb County Register of Deeds, liber 16277, Page 253 ("Condominium Documents"), as amended. These Rules are effective (date) by approval of the ("Board") of The Eagle Creek Condominium Association ("Association") and replace and supersede any and all previous rules and regulations.

PREAMBLE

Condominium ownership entails a shared living experience that requires mutual respect amongst neighbors living in close proximity to one another. The basic rights and obligations of the Association and the Co-Owners and residents of The Eagle Creek Condominium Property are stated in the Condominium Documents. The Board has adopted these Rules and Regulations with the intent of supplementing the Condominium Documents as necessary to provide the residents with practical guidelines for day-to-day living on the condominium property ("Property").

It is the goal of the Association to maintain the Property as a high-quality residential development and to make living at the Property a positive and enjoyable experience for all residents. In adopting these Rules, the Board is seeking to facilitate the efficient operation of the Property, protect the rights and interests of all Co-Owners and residents and promote harmonious community living. Compliance with these Rules will be beneficial for all Co-Owners and residents, and the Board thanks the Co-Owners and residents for their anticipated compliance.

Respectfully submitted,

Board of Directors 2023

Eagle Creek Condominium Association

SECTION I

VEHICLES/PARKING

A. **PARKING SPACES**

The Association, its Board, officers, employees, agents, its management company and representatives shall not be responsible for any loss, damage, theft or vandalism to any vehicle or any personal property left in a vehicle or in the parking areas. Co-owners are required to register all vehicles parked with in the complex and update this information with any future changes as to make, model, year and license plate number.

B. **RESTRICTIONS**

1. Residents should use their garage as the primary parking space and their driveway as the 2nd option
2. Unassigned parking spaces are for short term parking (not to exceed 72 hours parked in the same space) and are not a replacement for garages and driveways.
3. Parking on the street is strictly prohibited.
4. Parking in a posted Fire Lane is strictly prohibited
5. Parking on the grass is strictly prohibited.
6. Residents are strictly prohibited from parking in a dedicated Visitor parking slot
7. Vehicles shall not be put up on blocks, disassembled, repaired, rebuilt, painted or constructed anywhere on the Property.
8. Parking spaces shall be kept free from litter and debris. No dangerous, hazardous or combustible items or materials may be stored in parking spaces.
9. No vehicle without a valid license plate shall be parked for more than seventy-two (72) hours.
10. Co-Owners shall be responsible for any damage to the parking surfaces resulting from fluids leaking from a vehicle, a destructive condition of a vehicle, improper parking, collisions or any act or omission of a driver of a vehicle.
11. .It is the responsibility of each Co-Owner to learn and comply with all applicable rules, regulations and restrictions with regard to parking.

C. **IMPROPERLY PARKED VEHICLES**

1. In addition to the imposition of fines (refer to Section VI), the Board may utilize the remedy of towing to enforce the parking Rules. The towing of a vehicle may be used at the Board's sole discretion.
2. When a vehicle is towed, all costs and expenses incurred shall be the responsibility of the vehicle owner.
3. Any costs incurred by the Association including, but not limited to, towing expenses, storage fees and legal fees, as a result of a Co-Owner, Resident or a guest of a Co-Owner or Resident violating any of these Rules or otherwise improperly parking, shall be charged to the Co-Owner's assessment account, constitute a lien against the Co-Owner's unit and be collectible in the same manner as any regular or special assessment or other common expense.

SECTION II

A. **TRASH CONTAINMENT**

1. No storage of trash is permitted outside any unit. No accumulation of rubbish, debris or unsightly materials shall be permitted on the common elements or the limited common elements.
2. All trash must be placed in securely sealed, durable plastic bags before being placed inside the trash containers on collection day. This includes lose cardboard, cardboard boxes and all lose items (i.e. pizza boxes, fast food containers, bottles plastic and glass containers etc.)
3. Trash containers must be placed at the foot of the co-owners driveway only.
4. One trash container has been provided per unit; if additional containers are needed it is the responsibility of the Co-Owner to purchase from the trash hauler.
5. All trash containers and/or sealed bags must be kept inside the units at all times, except that such may be placed outside by the curb no earlier than 4:00 p.m. the day prior to the scheduled pickup and trash containers must be retrieved by 9:00 p.m. on the day of the scheduled pickup. Any trash remaining on the ground after pickup shall be promptly removed and disposed of by the Co- Owner or occupant.
6. There shall be no furniture, appliances, large fixtures, carpeting, construction debris or other waste left outside any unit.
7. Residents shall be responsible for making arrangements with the refuse provider for the removal of large objects and/or discarded appliances.

SECTION III

A. **WINDOW AND DOOR COVERINGS**

1. In order to maintain a consistent exterior appearance at the Condominium, no member shall use or permit the use of any drape, drape liner or window covering showing on the exterior side of any window in the Condominium which spoils the appearance of the Condominium premises and that is anything other than a white solid color.

SECTION IV

A. BALCONIES

1. The following items or activities shall be **prohibited** on, from or adjacent to **balconies** appurtenant to individual units:
   a. Unsecured objects placed on or hung from the exterior of the balconies including hanging plants/pots which exceed eighteen inches (18");
   b. Clotheslines or the drying or airing of clothes, laundry, carpeting or other items;
   c. See attached addendum A for specifics per Shelby Township Fire Marshall for use of charcoal and/or propane within the EC condominium complex.
   d. Storage of any kind i.e. bicycles, children's toys etc. with the exception of patio furniture;
   e. Alteration, painting, enclosing or screening of balconies and doors and walls adjacent thereto;
   f. Installation of awnings, sunshades, canopies, trellises, shutters or air-conditioning units;
   g. Affixing or mounting items to balconies, including balcony railings and exterior walls and areas above balconies;
   h. Throwing of objects including, but not limited to, garbage, fireworks and any item that could cause injury or damage to any person or property or that would constitute litter or otherwise detract from appearance of the Property;
   i. Seasonal decorations, except seasonal decorations which are not a safety hazard may be installed no earlier than thirty (30) days prior to the recognized holiday and must be removed within thirty (30) days after the recognized holiday;
   j. No grooming of pets, litter boxes and pet defecation and urination;
   k. Floor repairs or coverings require Board approval
   l. NO Bird feeders except humming bird feeders.

B. PATIOS

1. The following items or activities shall be prohibited on, from or adjacent to **Patios** appurtenant to individual units:
   a. Unsecured objects hung on patios, including hanging plants/pots which exceed eighteen inches ("18");
   b. Clotheslines or the drying or airing of clothes, laundry, carpeting or other items;
   c. See attached addendum A for specifics per Shelby Township Fire Marshall for use of charcoal and/or propane within the EC condominium complex.
   d. Storage of any kind, except propane gas grills and patio furniture;
   e. Hot Tubs are no longer an approved option
   f. Alteration, painting, enclosing or screening of patios and doors and walls adjacent thereto unless prior written consent of the Board;
   g. Installation of awnings, sunshades, canopies, trellises, shutters, air-conditioning units or fencing without the prior written consent of the Board;
   h. Affixing or mounting items to including balcony railings and exterior walls and areas above patios;
   i. Tossing or throwing of objects including, but not limited to, garbage, fireworks and any item that could cause injury or damage to any person or property or that would constitute litter or otherwise detract from the appearance of the Property;
   j. Seasonal decorations, except seasonal decorations which are not a safety hazard may be installed no earlier than thirty (30) days prior to the recognized holiday and must be removed within thirty (30) days after the recognized holiday;
   k. No grooming of pets, litter boxes and pet defecation and urination;
   l. All floor coverings require Board approval
   m. NO Bird feeders except for hummingbird feeders.

n. All plants must be placed in pots equipped with suitable drainage protection to keep from damaging the building and from interfering with other residents' use of adjoining patios.
o. Use of charcoals and/or gas grills on the upper balconies and in the garage is strictly prohibited.

p. Charcoal and gas grills can only be used at a minimum of 6 ft. from any building either on the backyard cement patio or the driveway.

q. Repair costs for damage to the common elements attributable to the use of a grill by a Co-Owner or Resident (or a family member, guest or invitee of a Co-Owner or Resident) shall be charged to the Co-Owner's assessment account, constitute a lien against the Co-Owner's unit and be collectible in the same manner as any regular or special assessment or other common expense.

SECTION V

A. PETS

1. No more than 2 pets per unit are allowed.
2. No pet shall exceed 50 lbs.
3. No aggressive breeds are allowed (i.e. Pit bulls, Dobermans, mastiffs, etc.
4. Pets shall not be kept, bred or maintained for any commercial purpose, shall not be allowed to run loose or be left unattended in the common elements or on limited common elements reserved for the exclusive use of the residents of other units and shall not, in the judgment of the Board, constitute a nuisance to others.
5. Resident pet owners shall keep their pets in good health and free from communicable disease. All pets shall be properly licensed and have proper vaccinations. The Association shall have the right, but no affirmative obligation, to require adequate proof of all required licenses and vaccinations.
6. All pets must be kept in a carrier or led on a leash under a resident's complete control and supervision when being led to and from a resident's unit. Each pet owner shall assume full responsibility for personal injury and property damage caused by his or her pets.
7. Residents or other persons attending to pets shall at all times be responsible for cleaning up after their pets and shall immediately remove and properly dispose of in a clean and sanitary manner all waste attributable to their pets. Co-Owners of the unit where the pet is kept shall be responsible for any damage caused by such pet to the common elements. Costs incurred by the Association in connection with any pet shall be charged to the assessment account of the responsible Co-Owner, shall constitute a lien against the unit and shall be collectible as a common expense.
8. Litter boxes shall be cleaned and emptied in accordance with the litter manufacturer's recommendations. Litter boxes, pet carriers, pet cages, crates, kennels and other pet habitats shall be kept in a good state of cleanliness to prevent the spread of insects, rodents, foul odors or conditions constituting a danger or nuisance affecting the common elements or other units. The Co-Owner is responsible for ensuring that pet litter, cage liners and pet feces are properly disposed of in a properly sealed container.
9. No pets shall be left **unattended anywhere** outside the building including, without limitation, on any patio or balcony or within the limited common elements by a chain, rope, or any other method. Resident pet owners are responsible to monitor and manage excessive barking...
10. Pets shall not be fed anywhere outside a unit.

11. If, in the sole discretion of the Board, a pet demonstrates aggressive behavior or a propensity for viciousness or a pet owner displays an inability to maintain sufficient control over his or her pet, a pet may be required to be in a carrier or to be muzzled when outside a unit. In the event a pet injures an individual, whether by biting, nipping, scratching, knocking them down or otherwise, and the pet may be required to be in a carrier or to be muzzled when outside a unit. If, in the sole discretion of the Board, an incident is sufficiently severe or if more than one (1) incident with a particular pet occurs, the pet may be permanently removed from the building. Each Co-Owner shall assume full responsibility for personal injury and property damage caused by his or her pet(s) and the pet(s) of his or her residents, family, tenants, guests and invitees.
12. Any Co-Owner or resident found to be in violation of these Rules concerning pets shall be subject to any and all remedies available to the Association including, without limitation, a daily fine until such violation is cured. The Association reserves the right, but shall assume no affirmative obligation, to report any violations regarding pets to animal control or other appropriate governmental authorities. The Co-Owner shall also pay the amount of any legal fees and costs incurred by the Association in connection with any such violation and all costs, damages, expenses and other charges attributable to or resulting from the violation shall be charged to the assessment account of the responsible Co-Owner, shall constitute a lien against the unit and shall be collectible as a common expense.

SECTION VI

A. ENFORCEMENT/VIOLATION PROCEDURE

1. The Rules and Regulations adopted by Eagle Creek Condominium Association shall apply in all respects to Residents, Tenants, and Occupants. The Co-Owner shall remain liable for any violations of the Rules and Regulations.
2. If a Co-Owner is believed to be in violation of any of the provisions of the Condominium Documents, these Rules or other Association governing documents, a signed, written complaint may be submitted to the Association by a Co-Owner, resident, member of the Board or employee or agent of the Association's management company on the Violation Report or a written document in substantially similar form.
3. Upon the Association's receipt of a complaint alleging conduct that the Board, in its reasonable judgment, deems to be a potential violation, the Association shall mail or deliver Notice of the Violation to the Co-Owner. Notice shall be considered delivered upon deposit in the mail, postage prepaid, upon personal delivery to the Co-Owner and/or resident or sent by e-mail or any other authorized electronic transmission.
4. If a Co-Owner either believes that no violation has occurred or that he or she has been wrongfully or unjustly charged with a violation, the Co-Owner or resident must, within fourteen (14) days after notice of the violation has been served upon the Co-Owner or resident, deliver to the Association a written request for a hearing concerning

B. FINES/COSTS FOR NONCOMPLIANCE

1. Amount of Fines with the following schedule should be used:
   a. $25.00 - First violation notice
   b. $50.00 - Second violation of the same or another covenant or Rule within a twelve (12) month period;
   c. $100.00 - For each subsequent violation of the same or another covenant or Rule within a twelve (12) month period, the Board may impose fines as it deems necessary in the exercise of its reasonable business judgment.
   d. For violations of a continuing nature, the Board may impose daily or weekly fines that accrue until the violation has been corrected.
   e. Other Remedies - The remedies hereunder are not exclusive. In the event of any violation of the Master Deed or these Rules and Regulations, the Board reserves the right to utilize any and all remedies, both legal and equitable, to prevent violations or to compel compliance. Without limiting the foregoing, to the extent permitted by applicable law, the Association reserves the right to take any and all actions it deems necessary prior to, subsequent to and/or without the initiation of violation proceedings in connection with any violation. Any election of a particular remedy by the Association shall not preclude the Association from seeking any other remedy or imposing the addition of fees and costs associated with the violation.

Shelby Township Fire Department
Chief Franklyn W. Pierce IV

6345 23 Mile Road
Shelby Township, MI 48316-4405
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March 13, 2023

The Shelby Township Fire Department needs your help in reducing the risk and devastating effects of fires caused by grilling on or near decks or balconies of multi-tenant buildings. As the weather gets warmer, the number of incidents involving BBQ fires on or near balconies increases.

We are delivering the most current fire code regarding this issue to managers and owners of complexes in our community.

- 308.3.1 Open-flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

- 308.3.1.1 Liquefied-petroleum-gas-fueled cooking devices. LP-gas burners having an LP-gas container with a water capacity greater than 2.5 pounds [nominal 1 pound (0.454 kg) LP-gas capacity] shall not be located on combustible balconies or within 10 feet (3048 mm) of combustible construction.

- The only exception to the above is if there are automatic fire sprinklers in place in approved locations.

The Shelby Township Fire Department's Fire Prevention Division is recommending that the apartment managers and owners make the education of this important fire safety code part of the rental agreement. A notice to all tenants educating them would also be of great benefit.

We recommend that if grilling is allowed, it is to take place on ground level in a designated location with adequate clearance to the building and in a manner which reduces the chance of fire spreading to the building or other nearby combustible materials. Fuel used for barbecuing should also be stored in a safe and approved manner. Provide a safe container for disposal of hot charcoal briquettes. Douse briquettes with plenty of water and stir to ensure the charcoal fire is completely out.

We expect multi-tenant property owners/managers to be vigilant in upholding this code.

Be advised that your property may not be covered by insurance if a claim is submitted for a fire that is caused by a BBQ. This alone should cause you to ensure that there is a policy in place to prohibit their use.

Thank you for making your complex a safer place for our community.

Duane Staten

Duane Staten
Fire Marshal