



## **PRINCETON COURT CONDOMINIUM ASSOCIATION RULES AND PROCEDURES**

The Board of Directors, In Keeping with Its Responsibility to Administer the Duties of The Association,  
Has Established Rules and Procedures That Are to Be Followed

Duly adopted by the Board of Directors on August 17, 2023

### **PARKING ON THE LOT**

1. Vehicle limits are based on the occupancy limits stated in the Bylaws, Article VI, Section 1:
  - a. For a 1 bedroom Unit, no more than two vehicles are permitted in the Condominium.
  - b. For a 2 bedroom Unit, no more than three vehicles are permitted in the Condominium.
  - c. For a 3 bedroom Unit, no more than four vehicles are permitted in the Condominium.
  - d. No spaces shall be transferred from one unit to another.
  - e. If there is more than one vehicle per unit, only one may be parked next to the building, in the Unit's designated space, and the other vehicle(s) must be parked in the outer parking area.
2. No vehicle shall be stored upon the complex grounds – all vehicles must have current Michigan license plates, tags and be operable.
3. Vehicle owners/operators that leave fluid deposits (oil, transmission fluids, etc.) shall be notified to fix their cars and clean up the spill. These fluids will damage the parking surface and fluids may be tracked in on the hallways causing further damage to the carpeted areas. Any costs or damages incurred by the Association as a result of such fluid deposit, whether in the parking lots or within a Building, will be assessed to and collected from the Unit to whom the Vehicle owner/operator is related to in the same manner as set forth in Article II of the bylaws.
4. Parking in the parking spaces next to the buildings is front end only-parking. Do not back into or park backwards in the spaces immediately surrounding the buildings to avoid exhaust fumes and noises aimed at the buildings. Backing into or parking backwards in the outside perimeter parking spaces is allowed.

5. No motorcycles, house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles / trailers may be parked or stored on the complex grounds.

6. Only visitors to the Condominium (whom are neither Co-owners or residents of a Unit in the Condominium) may park vehicles in the visitors-only parking spaces. Co-owners/residents of any Unit in the Condominium shall not park vehicles in the visitors-only parking spaces at any time. Visitor's vehicles may only be parked in a visitors-only parking space for a maximum of 24 hours, unless written approval is provided by the Association for a longer period of time. No more than two (2) visitor vehicles per Unit may be parked in the Associations visitors-only parking spaces at any time.

7. Vehicle Registration - All Co-owner's or resident's vehicles that are parked in any of the parking lots located in the Condominium for any length of time (other than visitor's vehicles that are exclusively parked in a visitor's-only parking space) shall be properly registered with the Association's Management Company. In order to properly register their vehicle(s) with the Association, Co-owners and residents, shall completely and accurately fill out an Association Parking Registration Form for each such vehicle and submit it along with a copy of their valid Michigan driver's license and State of Michigan Vehicle Registration to the Association's Management Company.

Such vehicle registrations shall only be acceptable if the vehicle being registered with the Association is also registered to the same individual Co-owner/resident with the State of Michigan. Co-owners/residents cannot register with the Association vehicles that are not registered in their name with the State of Michigan. Non-Co-owners/non-residents may not register vehicles with the Association. Co-owner/resident's State of Michigan Vehicle Registration must also reflect the address of the Unit in the Condominium where the Co-owner/resident resides. Co-owners whom are properly leasing their Units (after having received approval from the Association as required and not in violation of the Bylaws), may register their vehicle with their off-site residence address.

New Co-owners or residents whom have just moved into the Condominium shall have a forty-five (45) day grace period from the date they purchased their Unit/or moved into the Unit (whichever is earlier) in which to properly register any and all vehicles related to the Unit they reside in.

Upon proper registration, the Co-owner/resident shall receive a sticker that reflects that the particular vehicle is registered. The parking sticker must be displayed on the interior left or right side of the registered vehicle's windshield so that it can easily be observed easily. Parking stickers are non-transferable, and any Co-owner/Resident whom wishes to register a new/different vehicle with the Association must properly register the new/different vehicle and obtain a new parking sticker.

Any vehicle parked in a parking space, that is in violation of the Bylaws, or Rules and Regulations, including, but not limited to not being properly registered with the Association or the parking sticker not being properly displayed on the vehicle, is subject to being towed from the Condominium. Any Co-owner, resident, guest, invitee, or visitor whose vehicle is towed as a result of any violation of the Bylaws and the Rules and Regulations, including but not limited to, failing to properly register the vehicle with the Association or not properly displaying the sticker, shall be solely and entirely responsible for any and all costs, fees, charges, and/or damages (hereinafter referred to as "costs and damages") to the vehicle or the owner of the vehicle, that arises out of, or is in any way related to, the towing/storage of the vehicle. The Association, its Board of Directors, Management Company and agents shall have no liability or responsibility to reimburse the Co-owner, resident,

guests, invitees, or visitors for said costs and damages under any circumstances. **The current towing company utilized by the Association is Ellis Brother's Towing @ (586) 758-7792.**

## **BUILDING RULES AND PROCEDURES**

1. No signs of any kind are to be displayed on or about the property, including in windows, without written consent from the Board.
2. All Laundry is to be completed by 10:00 P.M.
3. PLEASE BE ADVISED OF THE FOLLOWING:
  - a. All items left in the laundry rooms will be discarded when rooms are cleaned.
  - b. All laundry detergent bottles and boxes MUST BE DISCARDED IN YOUR OWN PERSONAL TRASH.
  - c. There is to be no storage of items in hallways except Association property.
  - d. No personal items are to be hung on lobby railings.
4. All window treatments must be white or off-white. No colored draperies allowed, and no windows may be tinted.
5. Co-owners are responsible for repair of windows that have broken seals, or are chipped/cracked, or have damaged screens.
6. All upstairs Units shall be required to install padding and carpeting over at least 85% of a floor in each room, except for the kitchen, bathroom and foyer floors.
7. There shall be no lockboxes attached to the Building entry doors whether or not a Unit is for sale in the Building. Lockboxes attached to Building entry doors may be removed by the Association at the Co-owner's expense.

## **GENERAL RULES AND PROCEDURES**

1. The smoking of cigarettes, cigars or any other tobacco product (collectively "Tobacco Products") and marijuana is expressly prohibited on any Common Elements of the Condominium and any modifications thereto. The exterior Common Elements and modifications thereto include, but are not limited to, roads, lawns, parking areas, hallways, pools, and entryways. Residents are prohibited from allowing the smoke or odor of Tobacco Products and marijuana from entering the Common Elements of the Condominium and neighboring Units.
2. All pets are to be registered and approved by the Board. Small Dogs only weighing 15 pounds or less. No more than two pets (1 dog and 1 cat or 2 cats - not 2 dogs).
3. Construction/repair of your unit shall be allowed only during the hours of 9:00 am to 6:00 pm, and no construction work is to be done on Sundays.
4. Monthly assessments are due on the first of the month, and if not received by the 10<sup>th</sup> of the month, a late charge of \$20.00 will be levied.

5. Co-Owners who rent their units ARE REQUIRED to notify the Board prior to accepting a tenant and supply a copy of the lease, background check(s) and Drivers' License(s) for any and all adult occupants/tenants to the Management Company. All Co-owners are required to inform their occupants/tenants of these rules and are liable for any of their actions.
6. When applicable, all land contracts must be properly registered and recorded within the Macomb County Deeds (Memorandum of Land Contract) before any vehicle registration is approved.
7. All EMERGENCIES (Water leaks, broken entrance doors / frames, etc.) are to be referred to the association's Management Company.
8. All complaints will be required in writing to the Management Company at **(248) 745-7100** who will address the issues with the Board of Directors. You can email your complaint to the Management company, or to the Board of Directors at [princetoncourcondos@gmail.com](mailto:princetoncourcondos@gmail.com).
9. Although the Association is providing security cameras, it has not duty to provide security, is not a provider of security, and that it is the owner is ultimately responsible for their own security. Security systems may be helpful to assist the Association in identifying specific violations, deter crime and to record information that may assist law enforcement investigating a crime.
10. The Association shall periodically require access to the Units in order to have the Air Conditioner condensation lines properly drained. This prevents water back-ups and damage to the Units and Common Elements. Co-owners will receive advance notice of when this work will be performed. Co-owners must provide the Association and its Contractor access to their Unit during the scheduled work. If Co-owners are not present to allow access, they must arrange for the Association and its Contractor to gain access to the Unit at the scheduled time by some other means. Co-owners are placed on notice that should they fail to provide access to the Association and its Contractors to perform this work, which is a violation of the Bylaws, any damage to the Common Elements or any Units resulting from the Air Conditioner condensation line will being plugged will be their responsibility.

## **GARBAGE PICK-UP GUIDELINES**

It is important that the following guidelines are followed to ensure that all refuse put out will be picked up.

1. All refuse is to be stored within each unit until Trash Day.
2. All refuse is to be put out for pick-up in SEALED HEAVY PLASTIC BAGS.
3. Cans, plastic bottles and glass must be placed loose in the red recycling bins.
4. All newspaper is to be put in paper bags for the red recycling bin, marked WARREN CITY REFUSE DEPARTMENT.
5. All boxes should be broken down and tied in bundles. Pick-up will be once a week on THURSDAY mornings. Do not put refuse out until WEDNESDAY EVENING AFTER 6:00 P.M.

6. During a Holiday week trash pick-up, will be delayed one day to Friday morning, so refuse shall not be put outside until THURSDAY EVENING AFTER 6:00 P.M. for the Friday pickup.
7. Refuse is to be bagged and then placed in neat piles in your designated areas.
8. No refuse is to be left anywhere other than the designated areas or at any other time.
9. Any trash or trash bags that are left out in violation of these rules/regulations need to be removed immediately. Should the co-owner(s)/tenant(s) not remove the trash or trash bags in violation of these rules/regulations, any charge incurred by the Association in removing the trash or trash bags shall be the responsibility of the Co-owner(s) whose unit the trash or trash bags originated from. These costs and fees are not a fine, but shall be charged to the Co-owner(s)' account pursuant to Article XI, Section 1(c) of the Condominium Bylaws when the Association has to remove or abate a condition in violation of the Governing Documents. In addition, the Association will also send out Violation Notices to Co-owner(s) whom violate these provisions, and fine them pursuant to the procedure set forth in the bylaws and these rules and regulations.

## **CO- OWNER AND TENANT VIOLATIONS/FINES**

Pursuant to the authority provided in Article XI, Section 1(d) of the Condominium Bylaws, the violation of any terms of the Governing Documents of the Princeton Court Condominium Association, including but not limited to, the Bylaws and these Rules and Regulations will result in Notice of the Violation being sent to the offending Co-owner(s) as well as the levying of fines upon said Co-owners in the following way:

If violations are not cured within the allowed time-frame - First Notice or Violation: No Fine if cured within allowed timeframe. Second Notice or Violation: \$25.00 Fine. Third Notice or Violation: \$50.00 Fine. Fourth Notice or Violation and subsequent Notices/Violations: \$100.00 Fine.

## **SWIMMING POOL RULES AND/REGULATIONS - PER THE ASSOCIATION AND MACOMB COUNTY HEALTH DEPARTMENT**

(Pool Hours – 10:00 AM to 10:00 PM Daily)

Admission to the Pool Area is restricted to Co-owners/Residents and their authorized guests only. Our pool is a PRIVATE swimming pool and NOT PUBLIC. We realize that many residents wish to bring guests, but for insurance purposes, we have to keep certain limits (5); and at the same time, effectively manage the pool area and keep everyone safe.

You are expected to follow ALL pool regulations, and please advise the Management Company or a Board Member if someone is not following these guidelines:

### **NO LIFEGUARD ON DUTY. SWIM AT YOUR OWN RISK.**

1. The Pool is generally intended to be open from 10:00 a.m. to 10:00 p.m. daily. Pool hours are dependent on weather conditions and other conditions affecting the operation of the pool. The Association reserves the right to modify these hours in the sole discretion of the Board, without prior notice to the Co-owners or anyone using the pool area.

2. ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK. The Association assumes NO responsibility for any accident or injury in connection with such pool use or for any loss or damage to personal property occurring within the pool area.
3. Only Co-owners may request a pool key. Please submit requests for a pool key to JBC Property Management. The Board will make arrangements to provide a pool key upon payment of the appropriate pool key fee. Co-owners who are leasing their Units are required to supply the pool key to the tenants/occupants of the Unit.
4. Providing a pool key to a non-resident, or permitting access to the pool to non-residents or unauthorized guests shall subject the offending Co-owner, and any tenants, to all remedies set forth in these Rules and the Condominium Documents.
5. Each Unit may have no more than five (5) guests in the pool area at any time without the written permission of the Association. Co-owners/tenants must be present with guests at all times.
6. Non-swimmers, or those who exhibit an inability to swim safely, must be accompanied by a responsible person of adequate skill to ensure the safety of the non-swimmer.
7. Children under the age of 14 shall be accompanied by a responsible adult.
8. The following items are prohibited in the pool enclosure:
  - i. All glass objects and containers.
  - ii. All soaps, shampoos and similar products.
  - iii. Food.
  - iv. Alcoholic Beverages.
  - v. Bikes.
  - vi. Lawn Chairs, Pool Toys, Balls, Equipment, Rafts and Inflatables with the exception of water wings or baby floats for young children.
  - vii. Smoking.
9. Showers must be taken before entering pool without exception.
10. Proper Swimming Attire Only. Bathing suits with a liner are required. No cutoffs, shorts, athletic wear, tank tops, etc. are permitted.
11. No Diving is permitted at any time.
12. No Running is permitted within the pool enclosure.
13. No offensive or improper activity is permitted in the pool area. Offensive or improper activity includes, but is not limited to, yelling, obscenities, horseplay, raucous and unruly behavior.
14. Music is allowed but the volume must be kept down as not to disturb other pool users or nearby residents.
15. Use of the pool shall be denied to anyone with an infectious condition, skin eruptions, open blisters or open sores.
16. No diapers are allowed in the pool. Anyone not toilet-trained or incontinent must wear appropriate swim diapers in the pool.
17. No pets are permitted in the pool area.
18. Pool furniture shall be used for the purposes for which it is intended.
19. Please clean up after yourself and your guests and properly dispose of all trash and refuse.
20. Any violation of these Rules shall subject the offending Co-owner/Tenant to any of the following remedies:
  - i. Immediate removal from the Pool Enclosure.
  - ii. Monetary fines levied under the Governing Documents.

- iii. A written warning to the Co-owner advising of the violation(s) by the Co-owner or the Co-owner's tenants, family members or guests. Should a second violation occur of the same or similar nature, the Association may revoke the pool privileges of the Co-owner and/or the Co-owner's tenants, family members or guests for the duration of the pool season.

## **RENTAL RESTRICTIONS**

The Association's Bylaws limit the number of Units that can be rented or occupied only by non-Co-owners to 20% of the Units. Should the 20% limit already be reached, Co-owners interested in renting their Unit in the future must sign up on the Association's Rental Waiting List. Co-owners who have not signed up for the Association's Rental Waiting List will not be notified when one of the Units that make up the 20% limit is no longer renting their Unit or is sold. In addition, Co-owners may request to inspect the Association's records pursuant to the Michigan Nonprofit Corporation Act. This includes a request to inspect the Rental/Non-Co-owner-Occupied Unit List and Rental Waiting List. All requests must be submitted in writing to the Association's Management Company and comply with the requirements of the Michigan Nonprofit Corporation Act.

## **RULES REGARDING ACCESS TO ASSOCIATION BOOKS AND RECORDS**

The Association's Board of Directors desires to adopt rules with respect to the rights to inspection of books and records of the Condominium, and the procedure for requesting access to such records. The Association's Board of Directors adopts the following rules and regulations for the Condominium (the "Rules"), which are binding upon all Co-owners and their tenants, occupants, successors and assigns, and which supersede any previously adopted rules on the same subject matter:

1. Subject to the provisions of this Rule, Co-owners are allowed access to the books, records, contracts, and financial statements concerning the administration and operation of the Condominium (collectively, the "Books and Records").
2. If requested in writing by a Co-owner or their mortgagee, the Association will mail to the Co-owner or their mortgagee the Association's income/expenses statement and balance sheet as of the end of the preceding fiscal year.
3. Any Co-owner or mortgagee that wants access to inspect the Books and Records is required to put their request in writing. Co-owners must utilize the "Co-owner Record Request Form" attached to this Rule when making any request to inspect Books and Records. While the Co-owner Record Request Form is intended to facilitate Co-owner requests, use of the Form does not guarantee or obligate the Association's production of any of the requested Books and Records. Any request must:
  - a. Be directed to the Board of Directors' attention and delivered to the Association at its registered address or at the address of the Association's management company.
  - b. Indicate with reasonable particularity the purpose of the inspection and the Books and Records the Co-owner or mortgagee desires to inspect.
  - c. Demonstrate that the Books and Records sought are directly connected with the purpose.

4. Requests that are deemed to demonstrate a proper purpose and are not otherwise limited by this Rule will be approved. "Proper purpose" means a purpose that is reasonably related to a person's interest as a member of the Condominium. Any request that is contrary to the best interests of the Association, or fails to demonstrate a proper purpose or fails to identify with reasonable particularity the Books and Records to be inspected, will be denied.

5. The Association or its managing agent shall notify the Co-owner or mortgagee as to whether the request to inspect has been granted within five (5) business days of receipt of a properly delivered written request. The requesting Co-owner or mortgagee and the Association's managing agent shall then coordinate an inspection of the records during regular office hours at a mutually agreed time at the office of the Association's management company or other suitable location. A Co-owner's attorney or other agent who wishes to inspect the Books and Records must follow the procedure set forth in this Rule, and must also provide the Association's management company a power of attorney or other writing authorizing the attorney or agent to act on behalf of the Co-owner to the extent the attorney or agent is seeking to inspect the records without the Co-owner present.

6. The requestor shall not disrupt the normal office activities during the inspection. The Association and its management company may also impose reasonable time limits on the inspection of any Books and Records.

7. No Books and Records shall be removed from the management company's office. The Association, through its management company or otherwise, may require that the inspection of the Books and Records be monitored. Any monitor provided by the Association or its management company is under no obligation to respond to questions or other inquiries made by the requestor. If the requestor desires any photocopies of the Books and Records, the copies will be made by the management company at a reasonable rate per copy, as determined by the Board of Directors or management company. By way of example and not limitation, \$1.00/page is a reasonable charge to cover the costs of labor and material.

8. The ability to inspect the following Books and Records would impair the rights of privacy and free association of the Association members, or would otherwise impair the lawful purposes of the Association. Accordingly, Co-owners and mortgagees, and the attorneys or agents for the Co-owners and mortgagees, are prohibited from inspecting the following:

a. Any privileged or confidential documents, records, communications or attorney work product.

b. Any and all documents, books, or records specific to an individual Co-owner or Unit, including but not limited to violation notices, delinquencies, leases, payment histories, disability-related information, copies of payments, or applications and related documents submitted in connection with any modification or alteration to a Unit.

c. Any records for which the disclosure would violate a law or impair the rights of another.

d. Any records that have not yet been reviewed by the Board or are preliminary.

e. The above-referenced documents are not intended to constitute an exhaustive list of all Books and Records that may be excluded from the scope of a Co-owner's or mortgagee's record inspection request, and the Board of Directors reserves the right to deem the disclosure of additional



Books and Records as impairing the rights of privacy of the Association members, or the Association's lawful purposes.

9. This Rule shall be construed in conjunction with, and not in contravention of, the various provisions of the Condominium Documents.

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