Grand Reserve Condominium Association

Rules & Regulations

The Rules & Regulations listed herein are a supplement to the Association governing documents and related documents of the Grand Reserve Condominium Association. We hope you will recognize the following Rules & Regulations as additional tools to keep Grand Reserve beautiful, and make the community a pleasant living environment for all its residents.

These Rules & Regulations have been promulgated and approved by the Board of Directors for the Grand Reserve Condominium Association in accordance with the governing documents.

Insurance Coverage

Each Co-Owner shall be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to such Co-Owner's Unit and all other buildings, improvements, upgrades or additions located, constructed or to be located or constructed within the Co-Owner's Unit, together with any Limited Common Elements appurtenant to the Co-Owner's Unit, except to the extent otherwise provided in the Master Deed, whether located within or outside the perimeter of the Unit, and for the Co-Owner's personal property located thereon or elsewhere on the Condominium Project. The Association shall have no responsibility whatsoever to insure any such improvements or personal property. All such insurance shall be carried by each Co-Owner in an amount equal to the maximum insurable replacement value, excluding any applicable foundation and excavation costs. In the event of the failure of a Co-Owner to obtain such insurance, the Association may, but is not obligated to, obtain such insurance on behalf of such Co-Owner and the premiums therefore shall constitute a lien against the Co-Owner and the Co-Owner's Unit which may be collected from the Co-Owner in the same manner that Association assessments are collected in accordance with Article 2. Each Co-Owner also shall be obligated to obtain insurance coverage for the Co-Owner's personal liability for occurrences within the Co-Owner's Condominium Unit or within the improvements, upgrades, additions or structure located thereon and on any Limited Common Elements appurtenant thereto (regardless of where located), and also for alternative living expenses in the event of fire. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 4.3 or any liability to any person for failure to do so.

Animals or Pets

No animals of any kind, including livestock and poultry, shall be raised, bred, or kept on any portion of the Community, except that for each Dwelling there shall be permitted up to a total of three (3) dogs or three (3) cats or a combination of dogs and cats not to exceed three (3) in total, no more than two (2) birds, and a reasonable number, as determined by the Board of Directors, of other usual and common household pets, subject to compliance with applicable laws and ordinances. In no event, however, shall monkeys, snakes, pigs, or ferrets be permitted in any Dwelling. Pets that are permitted...
to roam free, or that, in the sole discretion of the Master Association, make objectionable noise, endanger the health or constitute a nuisance or inconvenience to other Owners shall be removed from the Community upon notice from the Board of Directors. If the Owner fails to comply with such notice, the pet may be removed by the Board of Directors. The Board of Directors may adopt reasonable rules designed to minimize damage and disturbance to other Owners and Occupants, including rules requiring damage deposits, waste removal, leash controls, noise controls and pet occupancy limits; provided, however, that any rule prohibiting the keeping of ordinary household pets shall apply prospectively only and shall not require the removal of any pet that was kept at the Community in compliance with prior rules. Nothing in this provision shall prevent the Master Association from requiring removal of any animal that presents a threat to the health or safety of any Person or from requiring abatement of any nuisance or unreasonable source of annoyance. No pets shall be kept, bred, or maintained for any commercial purpose. Owners of Units in which pets are kept shall be responsible for the action of such pets. The Master Association shall have no responsibility for the acts of an Owner’s pets.

**Home Businesses**

No home occupation, profession or commercial activity that requires members of the public to routinely visit an Owner's Unit or requires commercial vehicles to routinely travel to and from an Owner's Unit shall be conducted in any Dwelling located in Grand Reserve, with the exception of model homes owned by, and the sales activities of, Declarant or builders, developers and real estate companies who own or hold any Units for resale to customers in the ordinary course of business. Notwithstanding the foregoing, any Occupant may conduct ancillary business activity within a Unit so long as: (a) such use is approved by Declarant, during the Declarant Control Period, or the Master Association, thereafter, which approval may be withheld in its sole discretion; (b) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (c) the business activity conforms to all zoning requirements; and (d) the business activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Grand Reserve, as may be determined by the Master Association, in its sole discretion.

**Landscaping**

**Landscaping and Grass Cutting.** Each Unit within the Grand Reserve Neighborhood will have designated areas located in the front and rear yards within which the Owner may plant flowers, small trees, bushes and other landscaping, in accordance with the Design Guidelines established under Article XI. The Owner of the Unit will be solely responsible for maintaining such landscaping areas. All landscaping within the Units shall be subject to the prior approval of the Architectural Review Committee. To the extent not performed by the Master Association, and except as may otherwise be provided in the Master Deed or these Bylaws, or in any maintenance agreement made between Developer and any municipal or governmental authority, the Owner of each Unit shall maintain the service area of all easements within his Unit, keep grass and weeds cut, keep the area free of trash and debris and take such actions as may be necessary to eliminate or minimize surface erosion.

**Tree Removal.** No tree may be removed from any Unit during the Construction and Sales Period without Developer's prior written approval. Thereafter, trees shall only be removed in accordance with all applicable zoning and other ordinances and/or regulations promulgated by the Township and Grand Reserve Condominium Association.
any other governmental authority having jurisdiction and upon the consent by the Architectural Review Committee.

Soil Removal; Soil Erosion. Soil removal from a Unit shall not be permitted, except as required for building construction and as permitted by Developer. In addition, all construction shall be subject to the requirements of the Michigan Soil Erosion and Sedimentation Control Act, as amended, and all other applicable statutes, ordinances, rules and regulations of all governmental units having jurisdiction over such activities.

Wetlands. No wetlands, if any, within Grand Reserve shall be modified in any manner, including, but not limited to, altering the topography of, placing fill material in, dredging, removing or excavating any soil or minerals from, draining surface water from, constructing or placing any structure on, plowing, tilling, cultivating, or otherwise altering or developing the wetlands, unless a permit for such modification has been issued by Michigan Department of Environmental Quality and all other governmental units or agencies having jurisdiction over any wetlands within the Community and unless such modification is approved by Declarant during the Declarant Control Period and by the Master Association thereafter.

Weapons

No Owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his or her family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots or other similar weapons, projectiles or devices anywhere on or about Grand Reserve.

Collection Policy

The payment of annual assessments are payable in monthly installments. The payment of an assessment will be deemed in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date. Each installment in default for 10 or more days will be charged a late fee on a monthly basis until all fees, including late charges, are paid in full. Any Association account that becomes delinquent in an amount equal to or greater than three months Association fees shall be subject to a lien, and all applicable legal fees for the placement of a lien and the subsequent collection of the delinquency will be assessed to the corresponding owner account. Any account that remains delinquent and exceeds an amount equal to or greater than six months Association fees shall be subject to foreclosure action, and all applicable fees shall be charged to the owner account as defined in the Association Documents. The Association may also discontinue the furnishing of any utilities or other services upon seven (7) days’ written notice. An Owner while in default of payment will not be entitled to vote at any meeting of the Association.

Rule Enforcement and Violation

Article XIX, Sections 19.1-19.4 of the Association’s governing documents provide for monetary fines when there is a violation of the governing documents, and the Michigan Condominium Act, and existing Rules and Regulations of the Association. The process for notification of violations and the fining of these violations is as follows:

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8/16/06
1. **NOTICE**-Notice of the violation must be delivered personally to the Owners or mailed via First Class and/or Certified Mail. The notice shall contain the provision violated, together with a factual description of the alleged offense.

2. **OPPORTUNITY TO DEFEND**-The offending Owner shall have an opportunity to appear before the Board or submit a written response to the Notice of Violation and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, or at a special meeting called for such purpose, but in no event shall the Owner be required to appear less than 10 days from the date of the notice.

3. **DEFAULT**-Failure to respond to the Notice of Violation shall constitute a default.

4. **HEARING AND DECISION**-Upon appearance by the Owner before the Board and presentation of evidence of defense, or in the event of the 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.

5. **AMOUNTS**-After default of the Owner, or upon “4” above, the following fines shall be levied:
   - FIRST VIOLATION-No fine shall be levied.
   - SECOND VIOLATION-Twenty-five ($25.00) Dollar Fine.
   - THIRD VIOLATION-Fifty ($50.00) Dollar Fine.
   - FOURTH VIOLATION AND SUBSEQUENT VIOLATIONS-One Hundred ($100.00) Dollar Fine.

6. **COLLECTION**-The fines levied shall be assessed against the Owner and shall be due and payable together with the regular Grand Reserve assessment next falling due. Failure to pay the fine will subject the Owner to all liabilities set forth in the Grand Reserve Condominium Association governing documents.