The Townes at Grand Reserve

Rules & Regulations

The Rules & Regulations listed herein are a supplement to the Association governing documents and related documents of the Townes at Grand Reserve. We hope you will recognize the following Rules & Regulations as additional tools to keep the Townes at 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 Townes at Grand Reserve in accordance with the governing documents.

Insurance Coverage

Each Owner shall obtain fire, extended coverage, vandalism and malicious mischief insurance coverage at such Owner’s expense upon the Owner’s Unit and any and all improvements, personal property and upgrades located within or upon such Unit, and the Common Elements which are the Owner’s responsibility to maintain and other Owner responsibilities as set forth in Section 4.4 of the Master Deed. It shall be each Owner’s responsibility to determine by personal investigation or from such Owner’s insurance advisors the nature and extent of insurance coverage needed (generally form H06) to obtain insurance coverage for such Owner’s personal property and the upgrades, fixtures, appliances, equipment and trim located within the Owner’s Unit or elsewhere on the Condominium, including appurtenant Limited Common Elements which are the Owner’s responsibility to maintain and other Owner responsibilities, as set forth in Section 4.4 of the Master Deed, and for the Owner’s personal liability for occurrences within the Owner’s Unit or upon Limited Common Elements appurtenant to the Unit, and also for alternative living expense in the event of fire or other casualty, and the Association shall have absolutely no responsibility for obtaining such coverages. All such insurance shall be carried by each Owner in an amount equal to the maximum insurable replacement value. Proof of required Owner insurance must be supplied to the Association upon request. In the event of the failure of a Owner to obtain such insurance, the Association may, but shall not be obligated to, obtain such insurance on behalf of such Owner and the premiums therefor shall constitute a lien against the Owner's Unit, which may be collected from the Owner in the same manner that Association assessments are collected in accordance with Article 2. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in 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.

Landscaping

Each Owner may plant flowers, only, in the General Common Element lawn area in front of the Owner's Unit. Other than this limited right to plant flowers, only, no Owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements unless approved by the Board of Directors in writing or unless permitted by the Master of Deed or the regulations of the Association.

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 the Townes at Bridgewater.
**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:

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 The Townes at Grand Reserve assessment next falling due. Failure to pay the fine will subject the Owner to all liabilities set forth in Townes at Grand Reserve governing documents.