

# Coventry ParkHomes

Condominium Association

1990 Torquay Ave. Royal Oak, MI 48073 (p)248-280-0595 (f) 248-280-0043  
www.coventrypark.org

April 29, 2013

Dear Coventry Co-owners:

From time to time condominiums must update their documents, including their policy handbook, Coventry is no exception.

Much like change in local government laws and rules, there are multiple reasons for these changes, however all are done to maintain the harmony of condominium living with the best interest of the Association in mind.

Your current copy of the policy handbook was last revised in August of 2006. Listed below are the changes made. A copy of the policy handbook with these changes is available at the office or online at the Coventry website.

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- 33 Violation Fine Procedure - unless otherwise specified in this handbook - a. warning letter b. 2nd letter \$50 fine c. 3rd letter \$100 fine d. 4th letter and subsequent violation \$150 fine.

We thank you for your attention in this matter. If you have any questions please direct them in writing to the Coventry Board of Directors.



# Coventry

ParkHomes

## **POLICY HANDBOOK**

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## **INTRODUCTION**

The purpose of your Policy Handbook is to provide useful information for all co-owners of Coventry ParkHomes Condominiums. This handbook is not intended to cover all facets of condominium living in detail; but to provide the highlights which the Board of Directors feels are important for every resident to understand.

When a change to this handbook is made, each co-owner will receive the updated information, which should be kept with this handbook. Depending on the extent of changes made through the Board of Directors' actions, revised handbooks will be furnished from time to time.

Successful condominium living can only be achieved through total communication and, most of all, the understanding of the concept. For this reason all co-owners and residents should be aware of the rights, responsibilities, rules and regulations at Coventry.

Questions may be directed to the Board of Directors on any portion of this handbook which may need further clarification.

## **WHAT IS A CONDOMINIUM MASTER DEED AND BYLAWS?**

### **1. THE CONDOMINIUM**

Condominium is a Latin word meaning joint ownership or control. When applied to housing, it denotes individual ownership with unrestricted right of disposal of one or more units in a multi-unit project, with the land and all parts of the project held in common with owners of the other units.

Condominiums are one of the most flexible types of housing. Projects may be residential, commercial, or contain both residential and commercial units.

The member of a condominium has sole ownership, with unrestricted right of disposal, of his/her unit through a separate deed (title). Co-owners can either make their own mortgage arrangements or buy the unit outright for cash. Each co-owner votes on condominium matters according to the percent of unit value in relation to that of the other units. Each co-owner is taxed separately for his/her unit and the individual share of the common facilities and is not liable for the mortgage payments and taxes on other units.

Condominiums are operated on a non-profit basis, and members pay only their share of the project's actual operating costs.

In the United States members of a condominium may deduct from their income for income tax purposes the real estate taxes and mortgage interest they have paid during the year.

### **2. THE MASTER DEED**

The Master Deed is a basic document used in creating a condominium. It includes a declaration of the rights and obligations of the co-owners of each unit, particularly those rights that pertain to the responsibility for maintenance and repair.

Any change in the Master Deed requires the approval of a 2/3 majority of all co-owners. The reason for requiring that co-owners approve a change in the Master Deed is to prevent a few co-owners from securing changes that might not be desired by the majority.

The percentage value of each unit and its co-owner's proportionate interest in the common elements is stated in the Master Deed because voting rights and maintenance charges depend on the percentage of unit value.

The Master Deed states that the ownership of a unit and the co-owner's share of the common elements cannot be severed and that both must be conveyed upon resale of a unit. The Master Deed also provides for a lien on the unit of a co-owner who defaults in

paying the pro-rata share of the common maintenance expenses and for the manner in which the Association enforces this lien.

### **3. THE BYLAWS**

The Bylaws govern the day-to-day operation of the condominium and include restrictions on use and rules of conduct. The Bylaws are a part of the Master Deed and can be amended by a 2/3 majority of co-owners.

The condominium's primary responsibility is to collect the monthly association fees, to maintain the property in good condition, and to govern the use of the common and limited common elements.

### **4. THE SUBDIVISION PLAN**

The Subdivision Plan for the condominium is a three-dimensional drawing of the survey, engineering and architectural aspects of the condominium. The Subdivision Plan also is a part of the Master Deed.

### **5. THE ASSOCIATION**

The Association is a non-profit corporation in which all co-owners automatically become members. The Association's sole purpose is to manage the condominium for the co-owners. The Association is responsible to collect the monthly maintenance fees, to maintain the general and limited common elements in good condition and to manage their use.

## **COVENTRY MANAGEMENT**

### **1. THE BOARD OF DIRECTORS**

Management of the Association is vested in a Board of Directors which is composed of seven members at Coventry. A Board member must be a co-owner and resident of Coventry. The Bylaws of the Association provide the Board with an opportunity to tailor the operations of the Association to meet changing needs in the future. The degree of responsibility that must be assumed by the Board of Directors at Coventry is much greater than required of most volunteer workers. The Coventry Board of Directors does not receive any compensation for their efforts.

At Coventry the general powers of the Board are to manage the property, affairs, and business of the Association. The Board is empowered from time to time to make and adopt regulations respecting the common and limited common elements, including the Clubhouse and pool, as are necessary for the enjoyment, maintenance and control of the development.

The Coventry Board has staggered terms. This means that at designated Annual Meetings certain Board members remain on the Board while other Board seats are up for election by other members of the Association. This is according to the Bylaws.

The Board of Directors may meet on a monthly basis. Currently, the Board meeting is the third Wednesday evening of every month at the Clubhouse. All co-owners are notified of any other Special Meetings through the process as described in the Bylaws.

A majority of the co-owners have the right, at any Regular or Special Meeting of the Association to remove any one or more of the Directors with or without cause as prescribed by the Bylaws.

At Coventry all officers of the Association are also Board members. The Board of Directors appoints each of its officers at the organizational meeting within 10 days after each Annual Meeting.

### **2. THE ASSOCIATION MANAGER**

The Coventry ParkHomes Condominium Association became completely self-managed in July of 1982. An Association Manager is employed under contract by the Board of Directors to manage the financial affairs and the physical properties of the Association.

Assisting the manager are an Office Administrator and a Site Supervisor.

All of the policies and practices of the Coventry Association are carried out by this management team.

**3. AD HOC COMMITTEES**

The Board of Directors may establish Ad Hoc committees composed of co-owners for the purpose of delegating authority and responsibility for the specific functions necessary for the enjoyment, maintenance, and control of the property and affairs of the Association.

**GENERAL INFORMATION**

**1. THE ANNUAL MEETING**

The Annual Meeting of co-owners is held during the month of April every year on a date determined by the Board of Directors. According to the Bylaws, each co-owner is notified prior to the Annual Meeting as to when it shall occur.

**2. BUDGET**

The Board of Directors begins preparing the Annual Budget for the following fiscal year at least ninety days prior to the beginning of Coventry's fiscal year. Upon its adoption by the Board of Directors, each co-owner is furnished a copy of the budget, as well as assessment calculations according to the Master Deed.

**3. FISCAL YEAR**

The fiscal year for Coventry ParkHomes begins January 1. All changes in monthly assessments and other items are normally introduced at the beginning of the fiscal year.

**4. FINANCIAL REPORTS AND AUDITS**

Financial statements are available by contacting the Clubhouse. The Association has a policy of having yearly reviews or audits of the books which are prepared by independent certified accountants. Members are notified as to the results of these reviews and/or audits.

**5. BOARD OF DIRECTORS MEETINGS**

The Board of Directors holds monthly meetings which usually take place on the third Wednesday evening of the month at the Clubhouse. Many of these meetings are open to all co-owners and residents. During these specified Board meetings, an open forum takes place in which those present can question the Board or give comments relative to the operation of the condominium.



## 6. **NEWSLETTER**

The Coventry Caller is published as needed on a monthly basis. All co-owners and residents are encouraged to participate in its contents by contacting the Clubhouse. Coventry has a website: **[www.coventrypark.org](http://www.coventrypark.org)**.

## 7. **COPIES OF THE MASTER DEED AND BYLAWS**

Co-owners can receive copies of the Master Deed and Bylaws by contacting the Clubhouse office. Each unit is entitled to one copy only, free of cost. Additional copies are at a fee determined by the Board, which covers the cost of duplication and administration. Documents and newsletters are available online.

## 8. **THE COMMON AND LIMITED COMMON ELEMENTS**

- a. Limited Common Elements are (a) front porches and/or rear porches (b) rear or side areas adjacent to ParkHomes (i.e. areas commonly enclosed, in whole or part, by Coventry fence/partition and restricted to exclusive use, but not ownership, of adjacent ParkHome), (c) carports to which a co-owner has purchased the right of exclusive use, (d) exterior windows (including associated screens, trim, weather stripping, jambs and hardware), and (e) certain utility lines that lead to a single unit.
- b. General Common Elements include all other Coventry grounds, parking facilities, driveways, sidewalks and all building structures.

## 9. **RESALE PROCEDURE**

- a. Any co-owner who intends to sell his/her unit must obtain an Application for Condominium Transfer from the administrative office at the Clubhouse prior to selling his/her unit.
- b. The selling co-owner is required to provide to a purchaser the following documents:
  1. Coventry ParkHomes Master Deed, Bylaws and Subdivision Plan
  2. Coventry ParkHomes Policy Handbook
  3. Certificate of resale
  4. Copy of the current annual budget

- c. Showing units for resale
  1. Units can only be shown by realtors or co-owners after 9am or before 9 pm.
  2. Realtors and potential buyers must adhere to Coventry's parking rules and regulations.
  3. Only one "for sale" sign is permitted and must be placed in the unit's front window.

## **10. LEASING (Renting) PROCEDURE**

Before any co-owner can lease (rent) his/her unit, contact the Coventry office (248-280-0595) for permission and specifications.

### **ASSESSMENTS AND DELINQUENCIES**

#### **1. ASSESSMENTS**

All assessments levied against co-owners to cover the expenses of administration shall be apportioned among, and paid by, the co-owners in accordance with the percentage of value allocated to each ParkHome. At Coventry, the monthly Association assessment is due and payable on the first of each month for that month. The Association provides each homeowner with a supply of payment cards and payment envelopes.

#### **2. DELINQUENCY PROCEDURE**

- a. Co-owner maintenance fees are due by the first of the month.
- b. Late payments received after the 10<sup>th</sup> of the month will automatically be assessed a late charge in accordance with current assessed banking practices and a notice will be sent to the co-owner by the Association. Note: if the 10th falls on a Saturday or Sunday, the payment is due by 4:00pm on the Friday preceding the 10th of the month. Any expense incurred by the Association in collecting unpaid assessments shall be chargeable to the co-owner in default.
- c. After the 10<sup>th</sup> of the second month, the Association will send a notice of intent to lien to the delinquent co-owner.
- d. If there is no response from the co-owner within ten days, a lien is filed.
- e. All collection costs (such as attorney fees, postage, and late charges)

are to be added to the lien amount.

- f. If the delinquency continues to increase, other remedies (such as small claims court, money judgements, and foreclosure) should be attempted and will be instituted by the Board of Directors.

### **3. RESTRICTIONS ON DELINQUENCIES**

- a. The co-owner and residents of any unit that is delinquent will not be allowed use of the pool and sauna.
- b. The co-owner and resident of any unit that is delinquent will not be allowed the use of the Clubhouse.
- c. These restrictions also apply to renters and guests of a delinquent unit.
- d. The co-owner of any unit that is delinquent will not be allowed to vote in any election, sign any Association petition or run for, or serve as an Association director or officer.

### **COVENTRY PARKHOMES INSURANCE**

According to the Bylaws of the Coventry ParkHomes Condominium Association, the Association shall carry fire and extended coverage, vandalism and malicious mischief, liability insurance and workers' compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements. All premiums for the insurance purchased by the Association pursuant to the Coventry Bylaws are expenses of administration.

### **1. HOW YOU ARE COVERED UNDER COVENTRY'S INSURANCE**

- a. The grounds, all common elements and all building structures are covered under a Master Insurance Policy for the Coventry ParkHomes project.
- b. Any cause for liability other than inside of the threshold of your unit or limited common element (patio, deck, front porch) are covered by the Association's insurance.
- c. Each unit's interior walls, floors and ceilings are likewise covered as stated in the Bylaws and the Association's current insurance policy. Contact the office for a copy of the current policy.

### **2. COVERAGE YOU MUST OBTAIN (CO-OWNER INSURANCE)**

- a. Mandatory coverage. Each co-owner shall obtain and continuously maintain in effect at his/her own expense "all risk" liability and property casualty

insurance coverage (generally in the form of an “HO-6” or “HO-4” insurance policy), Liability coverage for injury to persons or damage to adjoining property with regard to that unit, and

Casualty coverage for content and personal property of that unit.

Such coverage shall contain (i) a clause that requires that the insurer mail to the Association notice of cancellation not less than thirty (30) days prior to policy cancellation, and (ii) a “loss assessment” endorsement that covers the co-owner’s share of any loss that is within the deductible, under the Association’s insurance policy. Such coverage shall be in amounts as are prescribed from time to time by the Board of Directors of the Association, but in no event shall coverage for the interior of the unit and all personal property be less than the current insurable replacement value, nor shall liability coverage be carried in an amount that is less than one hundred thousand dollars (\$100,000.00) for damage to property and three hundred thousand dollars (\$300,000.00) for injury to a person on a “per occurrence” basis.

b. Co-owner to provide evidence of Mandatory Coverage: Each co-owner shall provide the Association with a certificate of insurance or other satisfactory evidence of insurance. If a co-owner fails to do so, the Association may purchase such mandatory insurance coverage and the premium cost incurred by the Association may be assessed to and collected from the responsible co-owner.

c. Optional Coverage for “Improvement and Betterments”:

Co-owners may wish to obtain and maintain “improvements and betterments” insurance coverage for their ParkHome. “Improvements and Betterments” mean and include all fixtures, equipment, decorative trim and furnishings which are located within the ParkHome, or any limited common element appurtenant to the ParkHome, which is not a “ParkHome standard interior improvement”, i.e.: hardwood floors, special wall coverings, decks, etc.

### **3. OPTIONAL COVERAGE YOU SHOULD CONSIDER**

It is recommended that each co-owner obtain increased HO-4 or HO-6 policy coverage for his or her personal property, in an amount adequate to replace it after casualty. In most instances, the Association’s insurance will not cover a co-owner’s personal property.

### **4. IN THE EVENT OF INSURABLE LOSS**

In the event of insurable loss, each co-owner must contact the Association either through the Association Manager or Board of Directors IMMEDIATELY after the loss occurs.

## **GENERAL RESPONSIBILITIES AND RIGHTS**

The following is a condensed listing of the general responsibilities and rights of the Association and the responsibilities and rights of each co-owner/resident to the Association. The listing is a paraphrasing of the Coventry ParkHomes Master Deed and Bylaws. Co-owners should refer to the Master Deed and Bylaws for exact wording and context.

### **1. GENERAL ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- a. Maintaining insurance on the Common Elements (property and liability).
- b. Administer the operation of Coventry according to the Master Deed.
- c. Keep detailed books of account.
- d. Enforce collection of delinquent assessments.
- e. Make payments to supplier or contractors for services rendered to the Association.
- f. Consider, deny or approve requests from co-owners asking to make alterations or structural modifications to his/her ParkHome or to any Common and Limited Common Element.
- g. Has the right to:
  1. Make an annual inspection of the interior of each ParkHome
  2. Have access to each ParkHome and Limited Common Element for necessary maintenance, repair, replacement of any of the Common Elements and make emergency repairs. Patio gates may not be locked with any device that impedes access for maintenance or repair.
- h. Maintain a record of all co-owners showing their mortgage lender.
- i. Notify mortgage lender of:
  1. Insurance coverage of the Common Elements
  2. Co-owners delinquent in their assessments to the Association
  3. Changes in condominium documents
  4. Changes in management
- j. Comply with: Current State of Michigan Condominium Act, as amended, and the City of Royal Oak ordinances.

## 2. **GENERAL CO-OWNERS RIGHTS AND RESPONSIBILITIES**

- a. No co-owner shall use his ParkHome in any manner inconsistent with the purposes of the Master Deed and Bylaws
- b. No co-owner shall interfere with or impair the rights of another co-owner in the use and enjoyment of his/her ParkHome or the General Common or Limited Common Elements
- c. Comply with the provisions of the Master Deed and Bylaws
- d. Comply with all Board of Director's policies and resolutions
- e. No co-owner may exempt himself/herself from liability for his/her contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Elements and facilities, or by the abandonment of his/her ParkHome
- f. ParkHomes shall not be used for any purpose other than single-family residential purposes
- g. No co-owner shall rent a ParkHome without complying with Article VI, Section 2 in the Bylaws (see item #10 page 8 of this handbook) and proper execution of Coventry's Leasing policy. Failure to do so will result in \$500 fine and any cost of legal action will be assessed to the unit.
- h. A Co-owner may vote at Association meetings only if:
  1. He/She presents evidence of ownership
  2. No default of assessments exist
- i. Only resident co-owners in good standing are entitled to be elected to the Board of Directors
- j. Each ParkHome is entitled to one (1) vote in value as established in the Master Deed and Bylaws
- k. All assessments levied against co-owners to cover expenses of the administration shall be apportioned and paid by the co-owners according to each unit co-owner(s) percentage of value
- l. Co-owners are responsible for purchasing their own liability, contents and improvements insurance (See pages 9 & 10 of this handbook)
- m. Co-owners shall notify the Board of Directors or its agent immediately after damage has been done to any of the Common Elements, limited or general

- n. Every co-owner shall perform promptly all maintenance for which he/she is responsible according to the MAINTENANCE section of this manual or the Master Deed and Bylaws which if omitted would affect the project in its entirety or in part belonging to other co-owners. Such co-owner shall be responsible for the damages and liabilities that his/her failure to do may endanger.
- o. A co-owner shall reimburse the Association for any expenditures incurred in repairing or replacing any general or limited common area or facility damaged through the co-owner's fault
- p. Co-owners shall not make alterations or structural modifications to their ParkHome or to a limited Common Element without the written approval of the Association (See Exterior Modifications pages 23 & 24) of this handbook)
- q. For an Estate Sale the following permit obtainable at the office is required. Failure to have a permit will result in a \$300 fine. One estate sale per co-owner is permitted within the unit upon Board approval. Yard sales are **NOT** permitted.
- r. Any co-owner who mortgages his/her ParkHome shall notify the Association of the name and address of the mortgagee
- s. All co-owners, tenants, or any other persons using the facilities of Coventry in any manner, are subject to and must comply with the Master Deed and Bylaws as amended
- t. The Bylaws can be amended by the Association co-owners if approved by at least 66 2/3% in number and value of co-owners entitled to vote
- u. Co-owners eligible to vote have the right to elect Board of Directors and also to remove Board members from office
- v. An installation/alteration permit (see next page) must be filed with the Coventry office if you plan on adding insulation blown into your walls.
- w. In the interest of fire safety, no fireworks or fire pits can be ignited on any Coventry common or limited common element.



# Condominium Association

1990 Torquay Ave. Royal Oak, MI 48073

(p)248-280-0595 (f)248-280-0043

www.coventrypark.org

## INSTALLATION OF INSULATION ALTERATION PERMIT

I hereby apply for permission to make the following interior installation of insulation between units of my residence: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that this work will be performed in accordance with all applicable codes and regulations.

\_\_\_\_\_  
Name Address

\_\_\_\_\_  
Telephone Date

State License No. \_\_\_\_\_

This permit must be completed and filed with the office prior to having insulation blown into the unit walls. A copy of MSDS (Material Safety Data Sheets) must be provided to Coventry ParkHomes to be maintained in the unit file.

### ASSOCIATION MANAGER RECOMMENDATION

I recommend that the above request be: Approved: \_\_\_\_\_ Denied: \_\_\_\_\_  
subject to the following restrictions: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

Board of Directors action: Approved \_\_\_\_\_ Denied \_\_\_\_\_ Date \_\_\_\_\_

This permit is subject to all requirements of the By-Laws, Master Deed and all other applicable regulations.



## **MAINTENANCE RESPONSIBILITIES**

The following is a condensed listing of “Maintenance Responsibilities” for which the Association is responsible and those areas which each co-owner is responsible to the Association. The listing is a paraphrasing of the Coventry ParkHomes Master Deed and Bylaws. Co-owners should refer to the Master Deed and Bylaws for exact wording and context.

### **1. ASSOCIATION MAINTENANCE RESPONSIBILITIES**

- a. Landscaping (including the mowing of grass in patio areas that are accessible)
- b. Asphalt and concrete that are common elements including carports
- c. Replacement and repair of sidewalks, front/rear porches, and steps. Sidewalks receive snow removal service up to the first step
- d. Roads
- e. Parking facilities
- f. Exterior wood/aluminum siding on buildings
- g. Roofing, gutters, downspouts and trim
- h. Fireplace and furnace chimneys above roof line
- i. Exterior painting
- j. Roof leaks
- k. Electrical common lighting
- l. Clubhouse and pool
- m. Transmission lines servicing more than one ParkHome:
  1. Gas
  2. Water (but not water meters)
  3. Electricity
  4. Sewer
  5. Telephone
  6. Other utilities but not interior damage to co-owner’s personal property
- n. Water faucets outside.
- o. Patio fence staining and repairs

- p. Front entry door and storm door

## **2. CO-OWNER MAINTENANCE RESPONSIBILITIES**

- a. Floors, including basement
- b. Ceilings, including basement
- c. Walls, including basement (except for basement wall leaks originating from outside the ParkHome. The Association will pay half the cost to repair)
- d. Air conditioners
- e. Heating system including chimney to roof line, water heaters
- f. Fireplace including chimney to roof line; only gas fireplaces permitted
- g. Electrical fixtures
- h. Doors – interior and exterior door wall and screen
- i. Windows, screens, and window treatments: Window coverings must be blinds, shades, shutters or drapes.
- j. Patios, decks and skirting; no wooden decks permitted after 2006, only cement or pavers.
- k. Plumbing leaks after point of connection
- l. Transmission line servicing only one ParkHome:
  - 1. Gas
  - 2. Water
  - 3. Electricity
  - 4. Sewer and other sanitary installations
  - 5. Telephone
  - 6. Other utilities
- m. Interior decorating
- n. Water faucets inside. In addition, co-owners are responsible for winterizing water faucets on or before November 1<sup>st</sup> of each year and turning them back on or after May 1<sup>st</sup> of each year.
- o. Grass mowing and trimming due to co-owner modifications which create the need for individualized trimming or impede the regular grass trimming process

- p. Grass mowing when patio enclosures do not permit reasonable access
- q. Shrub, tree and plant trimming within the Limited Common Elements
- r. In order to conserve water, lawns and flower gardens may only be watered by the use of a handheld hose. No mechanical sprinkling devices or water soakers may be used.

**SERVICE PROCEDURE (WORK ORDERS)**

Any co-owner in need of maintenance service must fill out a Work Order. The work order maybe mailed, deposited in the office drop box at the clubhouse, or hand delivered to the Clubhouse during working hours. Work Orders are available from the Association office at the Clubhouse Monday – Friday during business hours.

The Association Manager and the Site Supervisor will not be responsible for calls received or **oral requests** for work to be performed unless it is on an emergency basis.

The Association Manager and the Site Supervisor are employees of the Association and work on site Monday through Friday during business hours, except holidays. In addition to overseeing all maintenance services, they are responsible for assisting the Board of Directors in supervising contractors and enforcing the Bylaws.

If an emergency should arise after 4:30 PM during the week, on holidays or weekends, call 248-280-0595. State your name, address, and details of the emergency to the answering service. You will then be contacted by the Site-Supervisor who will make every attempt to resolve your problem.

<small>WHITE - ASSOC. FILE YELLOW - WORK SHEET PINK - CO-OWNER KEEPS</small>	<p><b>WORK ORDER</b></p> <p>PLEASE PRINT</p>	<small>COVENTRY PARK HOMES CONDOMINIUM ASSOC. 1990 Torquay, Royal Oak, MI 48073 (248) 280-0595 • Fax (248) 280-0043</small>																				
<p><b>Co-Owner: Provide Information where (X) appears.</b></p>																						
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## CLUBHOUSE INFORMATION

### 1. THE CLUBHOUSE

#### a. WHO MAY RENT THE CLUBHOUSE?

The provision in the Bylaws which permits the use of all recreational facilities only by resident co-owners/renters who are current in all assessments will be strictly enforced. The rental of any part of the Clubhouse by delinquent co-owners/renters will not be allowed.

Only Coventry residents, who are up-to-date in their association fees, will be allowed to rent the Clubhouse for purely social and entertainment events which include parties, birthday celebrations, graduations, anniversaries, weddings, religious observances, holidays, sporting events, baby showers, wedding showers etc. At no time will the clubhouse be rented for profit making, retail sales parties, political gatherings, and/or fund raisers. A Coventry co-owner may rent the Clubhouse for a non-resident as long as the co-owner signs the reservation slip, accepts full responsibility, pays the security deposit, rental fee, and **attends the event full time.** If these conditions are not met, the co-owner will forfeit the security deposit.

#### b. HOURS

The Clubhouse will be open daily from 8:00 AM until 4:30 PM Monday through Friday. The Clubhouse will be closed and not available for rent on designated holidays. Private functions may use the Clubhouse until 2:00 AM after reservations are made through the proper channels.

#### c. RENTAL OF CLUBHOUSE

- |                            |   |
|----------------------------|---|
| 1. <u>Security Deposit</u> | \$100   |
| 2. <u>Rental Fee</u>       | \$200 for eight hours use; additional time will be charged an hourly fee determined by the Board of Directors |

0-100 Persons

Coventry has a 100 person capacity per Royal Oak city ordinance.

d. **CLUBHOUSE RULES, CONDITIONS, AND RESTRICTIONS**

1. Damage caused to the clubhouse: If damage exceeds the amount of the security deposit, additional costs will be charged to the sponsor/co-owner of record.

2. Stereo music and live bands are allowed. Bands will cease playing at 1:00a.m. in order to make certain the 2:00a.m. Clubhouse closing time is observed. Dancing is allowed only on the dance floor; not on carpeted areas.

3. Music amplification and/or noise levels exceeding reasonable sound levels that disturb co-owners surrounding the clubhouse is unacceptable and can result in forfeiture of part of your security deposit.

4. Parking of cars by party guests in the lot at the rear of the Clubhouse is strictly prohibited. For large parties where space in the Clubhouse lot is insufficient, guests should be informed that parking is allowed on both sides of Torquay Ave. Note: Should your guests park in a restricted area, you may forfeit some or all of your security deposit fee.

5. The rear exit doors of the Clubhouse are locked for security reasons and are to be used as an emergency fire exit only.

6. NO HELIUM FILLED BALLOONS

7. No furniture on dance floor.

8. Renter of Clubhouse is responsible for set up.

9. Only Coventry residents, who are up-to-date in Association fees will be allowed to rent the Clubhouse. A Coventry co-owner may rent the clubhouse for a non-resident as long as the co-owner accepts full responsibility and attends the event full time.

10. Public invitations to events and money-making events are not allowed.

11. Number of guests should not exceed the stated amount on the application. Please be as accurate as possible when stating number of guests on your application. Attendants will be taking count and exceeding

your stated number of guests will result in forfeiting part of your security deposit.

12. At no time will the clubhouse be rented for profit making, retail sales parties, political gatherings, and/or fund raisers

13. 100 person capacity

14. Nothing must be taped or pinned to walls or woodwork (i.e. balloons, posters, etc. )

**e. Reservation of Clubhouse Dates**

In order to reserve a date, the co-owner must call the Association office at the Clubhouse (248-280-0595) and determine if the date is available. Next, a Coventry “Application for Rental” must be obtained from the Association office, filled out, and returned along with your check for the proper amount. All monies (including rental and security deposit) must be paid in full and accompany a completed application prior to acceptance of rental.

**f. Coventry Sponsored Events**

There will be no fees of any kind for Coventry sponsored events. All other rules will apply.

**g. Parking**

Parking for the Clubhouse is in the parking lot in front of the Clubhouse (south side). No parking in the parking areas behind and beside the Clubhouse. Parking is allowed on Torquay Ave.

**2. THE POOL**

**a. Who May Use the Pool?**

The provision in the Bylaws which permits the use of all recreational facilities only by resident co-owners/renters who are current in all assessments will be strictly enforced. The use of the pool and sauna by delinquent resident co-owners/renters and units will not be allowed.

**b. Hours**

The pool will be open every day during the summer (weather permitting). The pool opens Memorial Day and closes Labor Day. Hours of operation will be determined by the Coventry Board. Both the pool and Coventry Clubhouse are under video surveillance 24/7.

**c. Attendants**

**There are no lifeguards on duty.** The pool attendants are there to administer the rules and maintain the pool and surrounding area.

**d. Yearly Registration**

All resident co-owner/renters must secure a pool pass card. These cards will be available to resident co-owner/renters at the Clubhouse at designated dates and times prior to the seasonal pool opening.

At the time of registration the resident co-owner/renter must have a valid Michigan license or ID showing a Coventry address and must fill out a Rolodex Pool Admittance Card and include all family members who reside at his/her address. Signatures must accompany each name. Anyone added to the admittance card may be asked to show Coventry residency at sign up or when coming to the pool for the first time.

Children ages 15-17 who live at Coventry must sign the card. All Rolodex cards will be kept on file at the pool.

Each resident co-owner/renter will be asked to sign a receipt to acknowledge they have read and understand Coventry's pool rules and regulations. No pool pass will be issued without a signed receipt.

Each unit will then be issued a resident co-owner/renter pool pass card that must be presented to the attendant at the pool each time the pool is used.

**NO CARD, NO ADMITTANCE**

The first Coventry pool pass card for resident co-owner/renter is issued free of charge. Any and all replacement card (s) will cost \$25.00.

**e. Entrance Procedure**

Entrance to the pool will be granted only after verification of the ID card in the Rolodex file and signature in the log book.

All footwear must be removed at the entrance and a footbath taken before entering the pool area. Anyone leaving the pool area must again wash their feet before re-entering the pool. This is a Michigan Board of Health rule. Babysitters, caregivers, non-Coventry residents, etc. may not bring children 17 and younger to the pool.

**f. Guests**

Guests, accompanied by a resident co-owner/renter, are welcome when overcrowding does not exist. **Three guests per unit are allowed.** The resident co-owner/renter assumes all responsibility for his/her guests and must enter their names in the guest Log Book and remain with them at the pool.

**g. Music**

Headphones must be used with all electrical sound devices.

**h. Pool Rules**

These rules are excerpts from the Michigan Department of Public Health Public Swimming Pool Compiled Laws. They will be strictly enforced and those violating any of the rules will be asked to leave the pool area.

1. Showers and footbaths must be taken before entering the pool
2. Shoulder length hair or longer must be pinned or bound with a rubber band
3. No food, drink, glass container, or pets will be allowed in the pool area
4. Proper swimming apparel must be worn. No cut-offs are permitted. Infants in diapers must wear cloth diapers with plastic pants or approved plastic pants and/or swim diapers
5. Bathers with infections, open cuts, abrasions, etc., may not enter the pool
6. No running, pushing, ball playing, or profanity allowed
7. All children under 15 years of age must be accompanied by an adult resident co-owner/renter
8. A person shall not spit or otherwise pollute swimming pool water or related facilities
9. No diving in shallow portion of the pool less than 7.5 feet
10. Swim aids for small children, nose plugs, swimming goggles and noodles are allowed
11. No floats, swim boards, inflatable toys or air mattresses etc. are allowed. Swim toys approved and provided by Coventry may be allowed. They must be signed out by a Coventry adult and returned to the pool attendant when leaving.

**i. Sauna**

The saunas will be locked and only adults (18 years or older) are allowed their use. Pool attendants will supervise the key and resident co-owners/renters must sign for the key and assume all responsibility for leaving the sauna locked and in clean condition upon the return of the key to the attendant.



**j. Smoking**

Smoking is permitted for adults (18 years or older) only. Smoking is permitted outside the pool area, not on the pool deck or the area with tables outside the pool gate. Ashtrays will be made available. Smoking is permitted only in designated area.

**k. Parking**

Parking for the clubhouse is in the parking lot in front of the clubhouse (south side). **No Parking** in the parking areas behind and beside the clubhouse. Parking is allowed on Torquay Ave.

**l. Penalty for non-compliance of pool rules**

- 1. Removal from pool area for a period of time to be determined by the Board of Directors.**
- 2. Continued violations of pool rules will result in suspension of pool access for the balance of the pool season.**

**EXTERIOR MODIFICATIONS TO GENERAL COMMON AND  
LIMITED COMMON ELEMENT**

Exterior modifications can be made to the patio area behind or to the side of each unit. Satellite dish modifications will be permitted in accordance with Federal law and the Bylaws. Handicap modifications may be made at co-owner expense in accordance with the Michigan Condominium Act. These modifications, however, must be approved by the Board prior to actual construction. Approval will be granted only after the proper permit form has been filled out and submitted to the Board. These forms vary for the type and cost of the modification performed and may require a fee for the filing of the permit with the Oakland County Register of Deeds. Please contact the office with regard to the necessary permit to be submitted.

**ANY UNAUTHORIZED EXTERIOR MODIFICATIONS OR IMPROVEMENTS WILL BE FOUND TO BE IN VIOLATION OF ASSOCIATION RULES. THE CO-OWNER WILL BE REQUIRED TO RESTORE THE AREA TO ITS ORIGINAL CONDITION OR THE ASSOCIATION WILL DO IT AT THE CO-OWNER'S EXPENSE.**

**1. PERMITS REQUIRED FOR BUT NOT LIMITED TO:**

- a. Patios - grass, concrete or pavers
- b. Decks – all sides of any deck at Coventry must be skirted and meet Coventry specifications which do not permit any new wooden decks
- c. Additional fencing
- d. Shrub or bush plantings within the General Common Elements directly in front of or at the side of any unit. Resident co-owners/renters are responsible for all future maintenance of any and all new plantings. If such plantings are not maintained, Coventry reserves the right to charge the co-owner for all work performed.
- e. Window flower boxes
- f. Extension of patio fences down to ground level through the installation of wood or wire enclosures. (Cannot be done for the purpose of creating a pet enclosure)
- g. Bordering of patios, shrubbery, or flower gardens with railroad ties, stones, etc. It is recommended that these borders be recessed to ground level in order to alleviate difficult grass trimming.
- h. Awnings
- i. Hose holders mounted on front or sides of building
- j. Sheds for storage (Plastic only. Maximum size – 60”wide x 48” high x 36” deep)
- k. Satellite dishes (Special permit required)
- l. Handicap Ramp (Special permit required)
- m. Post mounted gas barbecues
- n. Iron porch railings

## **2. PERMITS NOT REQUIRED FOR:**

- a. Shrubs, bushes, or flower gardens within the Limited Common Elements fenced areas
- b. Vegetable gardens that are planted within the Limited Common Elements rear or side fenced areas
- c. Replacement of existing fences with like kind

## **3. PROHIBITED MODIFICATIONS**

- a. Exterior painting
- b. Roof top antennas
- c. Vegetable gardens on the General Common Elements
- d. Clinging vines or spreaders of any type
- e. In or above ground dog excrement receptacles (Doggie Doolies)
- f. Bird feeders are allowed from October 1st through May 1st. No bird feeding is permitted after May 1st until October 1st. This will hopefully prevent the proliferation of rodents (rats) within Coventry.

It should be noted that any landscape design change that makes grass mowing or trimming difficult for the lawn crew will necessitate that the resident co-owner/renter assume those mowing and trimming responsibilities or rectify the situation. This includes any type of yard enclosure that does not permit reasonable lawn mower access. Patio gates cannot be locked.

## **RUBBISH COLLECTION**

At the present time or until the City of Royal Oak notifies the Association differently, regular rubbish pick up is Tuesday of each week. Rubbish collection begins at 7:00 AM. In the event of the following Holidays, pickup will be the following day: Memorial Day, 4<sup>th</sup> of July, Labor Day, Christmas, New Years Day.

Rubbish is to be placed at your designated garbage area no earlier than 6:00 PM, Monday evening preceding collection. During winter months rubbish can be put out at or just before sundown.

No garbage cans! All rubbish must be placed at the designated area in plastic bags and sealed tightly. Bags cannot exceed 60 lbs.

Rubbish is not to be stored outside the ParkHome awaiting collection day. This promotes an unsightly appearance and serves as an invitation to rodents and animals.  
**ALL RUBBISH IS TO BE STORED INSIDE THE PARKHOME UNTIL 6:00 PM THE EVENING PRECEDING COLLECTION.**

Carpet and carpet padding may be placed at designated rubbish area for regular pickup. However, it must be cut to 3 ft. wide strips, rolled and tied so the trash man can handle it.

Yard waste, leaves, grass clippings, small brush and tree branches may be placed at the curb for pickup in the proper paper yard waste bags from April 1<sup>st</sup> to December 15<sup>th</sup>.

**Items that cannot be put out for pickup:** building/remodeling materials, cement, brick, block, auto parts, tires, stone, dirt, tree stumps, logs and hazardous materials, (paint, chemicals, auto oil and fluids, batteries, cleaners, medical waste, fluorescent light bulbs). Disposal of these items is available at the SOCRRA drop off center – 995 Coolidge Hwy. – by appointment. Please call 248-288-5153.

There is no curbside recycling at Coventry. All recyclable items must be brought to the recycling center at the clubhouse.

Newspapers, magazines, catalogues, cardboard and telephone books can be placed in the designated receptacle at the clubhouse. Each item must be bagged or tied up separately. Cardboard boxes must be flattened.

Household batteries can be placed in a bucket at the end of the recycling walkway. No auto or motorcycle batteries.

Plastic, metal and glass (all colors and clear) can be placed in the segregated receptacle at the clubhouse. No ceramics, mirrors, dinnerware or window glass is allowed. Metal items must fit in bin, paint and aerosol cans must be empty. Please rinse all receptacles plastic, metal or glass to deter rodents and insects.

If you do not see an item designated above it can be placed in the regular trash for pickup. Any questions? Please call the clubhouse or SOCRRA.

## **PARKING RULES AND REGULATIONS**

### **1. RULES AND REGULATIONS**

- a. Each unit in Coventry is entitled to regularly park two cars on Coventry property. These two parking spaces will be located in the court nearest to the unit. Parking spaces are not evenly distributed throughout the community, so fairness should be kept in mind when it comes to the most convenient parking spaces. There can be no storage of licensed vehicles.
- b. Visitor's spaces are provided for intermittent use only. They are not to be used for day-to-day parking.
- c. All homeowners with more than two cars must contact the Association Manager to obtain information as to where the additional cars should be parked.

- d. There is no parking or standing along curbs. Coventry streets (Coventry Rd. and Wickham) are considered fire lanes and cars are subject to ticketing and/or fines.
- e. Cars are not allowed to extend over sidewalks as this is a hazard to snow removal.
- f. There is no general plan for marking all parking spaces within the community. A method has been provided to allow individual parts of the community to develop a localized marked parking plan.

The process by which residents determine if marked parking will be established is by submitting to the Board of Directors a signed petition of the majority of co-owners in the subject Court favoring assigned parking.

- g. The Board of Directors has given written authorization to the Royal Oak Police to ticket cars which are improperly or illegally parked anywhere in Coventry. In the case of assigned parking, resident co-owners/renters have the right to authorize the police to ticket cars parked in their assigned spot. The complaining resident co-owner/renter must be present when the ticket is issued.
- h. When using the pool or Clubhouse facilities, do not park in front of the units adjacent to the pool. Park only in front of the Clubhouse proper and on Torquay Ave.
- i. No licensed vehicles, recreational vehicles, unlicensed cars, abandoned cars, trucks, snowmobiles, snowmobile trailers, boats or boat trailers may be parked or stored on the condominium premises without the express written approval of the Board of Directors. Trucks and commercial vehicles are not to be parked in or about Coventry unless while making deliveries or pick-ups in the normal course of business. Vehicle covers may not be installed or used on parked vehicles.
- j. Owners of vehicles which violate parking rules will have adequate warning that action will be taken to remove them. Such warning will consist of a letter to the resident co-owner/renter.
- k. No "For Sale" signs may be posted on any car while it is parked at Coventry.
- l. If you are planning a party and will be using extra parking spaces, contact the Association Manager to see where your guests should park.
- m. Cars must be moved to allow snowplow access when plow driver blows his horn.
- n. Use of parking areas for recreational purposes is prohibited.

**PLEASE NOTE:**

The Common Element parking areas at Coventry are to be used for parking only. This statement means that extensive repairs or potentially damaging maintenance items like draining the oil and other similar bump shop and/or garage practices are inconsistent with the intent of general open, visible parking spaces. This does not mean that resident co-owners/renters can't clean out their car or do some minor repairs to their vehicles. What this does mean, however, is that when the Board of Directors is notified in writing by resident co-owners/renters that repairs of a long-term and/or extensive and/or potentially dangerous nature are taking place creating either an eyesore or parking congestion because of a vehicle's immobility, the Board of Directors must and has the authority to affirmatively respond to the situation by requesting all objectionable action so documented cease and the object of these repairs be moved to another off-site location for completion.

If voluntary cooperation is not received by the Board of Directors from such a request, it will result in the removal of such vehicle(s) from the Common Elements at the vehicle resident co-owner's/renter's expense.

Resident co-owners/renters and their guests enjoying motorcycles are reminded that kickstands bore holes in asphalt parking areas and that a kickstand rest must be used when parking these vehicles.

Any and all damages to asphalt areas resulting from, but not necessarily limited to, repairs, negligence, kickstands, etc., shall be repaired by the Association and invoiced to the responsible resident co-owner/renter(s).

**PET RULES AND REGULATIONS**

**1. ROYAL OAK CITY ORDINANCES:**

The following are summations of the ordinances now in effect for all residents of the City of Royal Oak. These apply to Coventry residents as with any other Royal Oak citizen.

For actual wordings and more specifics, please consult Royal Oak ordinance No. 73-4 (also known as "The Dog Ordinance"). This ordinance also applies to pets other than dogs but deals primarily with dogs.

- a. **PENALTIES/LIABILITY** for damages caused by dogs and cats. Any person or persons violating any of the provisions may be subject to a fine or imprisonment of not more than 90 days or both at the discretion of the court.

NOTE: Formal complaint can result in court action. You must have the name and address of the pet owner to lodge a complaint with the City.

- b. No person shall keep or harbor any dog which by loud or frequent or habitual barking, yelping or howling shall cause a serious annoyance to the neighborhood or to people passing to and fro upon the streets.
- c. No person shall own or harbor a vicious dog or a dog that has been bitten by any animal known to have been afflicted by rabies. (The animal must be surrendered to city officials for confinement and evaluation). Fecal matter may not be placed or deposited into any storm drain or storm sewer system in the City of Royal Oak.
- d. It shall be illegal for any person to permit any dog owned or harbored by said person to deposit fecal matter in any place other than the premises where the animal is harbored unless it is completely cleaned up and deposited on the premises where the animal is harbored. (Basically what this means is your dog (or pet) must leave its droppings at home or you must transport them back there).
- e. All dogs and cats must not go beyond their home premises unless leashed and under the control of the owner or person in charge of the animal.
- f. No dogs may stray beyond their premises under any conditions if they have not been immunized against rabies.
- g. Every owner of a dog shall be liable for damages for any and all injuries to person or property caused by such dog.
- h. All dogs six months or older must be licensed. The license year begins January 3<sup>rd</sup> or 30 days after the dog owner becomes a resident or acquires the pet.
- i. All dogs, 6 months or older, must be vaccinated and wear their metal license tags.
- j. Pets other than dogs can be covered under the Royal Oak Public Nuisance Ordinance 6122 which prohibits “any bird, bee, animal or pet which causes annoyance”.

## **2. COVENTRY PARKHOMES BYLAWS AND RULES**

- a. All pets (cats and dogs) shall be leashed and under owner’s control when outside a ParkHome. This applies to pets of visiting guests, so please inform them.
- b. Any resident co-owner/renter or guest who permits their pet or any pet under their control to defecate (leave droppings) upon the Common and Limited Common Elements, shall immediately remove any and all such matter.
- c. Any costs in cleaning up and/or removing the animal droppings or for repairing any damage due to the droppings will be charged to the resident co-owner/renter.

- d. No tethering (tying up an animal) is allowed on any of the General Common Elements or Limited Common Elements.
- e. Each resident co-owner/renter will be held responsible for any damages to the Limited and General Common Elements caused by his/her pet or a pet belonging to someone within or visiting the resident co-owner's/renter's unit. Charges may be collected in the same methods as assessments.
- f. No pet habitation, pen, pound, tethering device or dog house may be constructed or installed in the Limited Common Elements (side or backyards).

**3. FINES:**

The Board of Directors may levy fines and/or require the removal of a pet from Coventry ParkHomes for violations of any of the pet rules.

**4. PET REGISTRATION:**

The Board of Directors may by proper resolution require the registration of all pets.

**5. COMPLAINTS ABOUT PETS AND WHAT TO DO:**

- a. If you have a complaint about a pet, please bring a written, signed complaint to the attention of the Board of Directors as follows:
  - 1. Note the date(s) and time(s) of the pet violation(s) and if possible take a photograph of the pet in the act of violation. Note the address where the pet lives or is believed to live. Submit the information in the form of a written and signed complaint to the Board of Directors or the Association Manager

**INAPPROPRIATE STORAGE ON THE COMMON AND LIMITED  
COMMON ELEMENTS**

**1. RULES AND RESTRICTIONS**

- a. The Common and Limited Common Elements are not to be used for the storage of supplies, materials, trash, or refuse of any kind. Trash receptacles are to be maintained inside the unit.
- b. Sidewalks, yards, landscaped areas, roads, parking areas, porches and recreational



facilities are not to be obstructed in any way, nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or benches may be left unattended on or about the Common and Limited Common Elements. There are to be no toys left in the front yards after sundown.

- c. No real estate or other signs may be erected on the Common or Limited Common Elements. One (1) "For Sale" sign is allowed only on the inside door or window. Two "Open House" signs are allowed on Sunday from 12 Noon to 5:00 PM. One (1) information box is allowed at the front of the unit, it must however be at the front door area of the ParkHome that is for sale and cannot interfere with the maintenance of the Common or Limited Common Elements re: grass cutting, shrub trimming, etc.
- d. Clothing or other fabrics shall not be dried or aired on the Common or Limited Common Elements. (clothes lines prohibited)

### **COMPLAINT, VIOLATION AND FINE PROCEDURES**

The Bylaws grant the Coventry Board of Directors the authority to make and adopt regulations respecting the Common and Limited Common Elements. Therefore, for the benefit and protection of the Association and of the individual resident co-owners/renters, the Board of Directors has the right to establish and operate a procedure to assure due process in cases where there is a question of compliance by a resident co-owner/renter or guest at Coventry.

#### **1. COMPLAINT PROCEDURE**

- a. Any resident co-owner/renter having a complaint concerning any violation of the rules and regulations at Coventry will:
  - 1. Note the incident(s), date(s), time(s), name (if known), and address of the resident co-owner/renter violating the rules.
  - 2. Submit the above information in the form of a signed written complaint along with your address to the Association Manager and the Board of Directors. (The complaint must contain as many of the specifics as possible).

#### **2. VIOLATION PROCEDURE**

- a. Upon receipt of the complaint, the Board of Directors or Association Manager will determine if the complaint appears to be valid.
- b. If the complaint appears to the Board to be valid, the Board of Directors or Association Manager will send a written notice stating the nature of the complaint and request compliance. This written notice must include:
  - 1. The date by which compliance must occur.

2. The fact that the offender has the right to a hearing on the charges before the Board of Directors.
3. The request for a hearing must be in writing.
- c. If after the designated time has elapsed or the Board of Directors, after a requested hearing, has determined that the complaint was valid, the complaint has not been corrected, then the Board of Directors shall initiate such action as is directed under the specific document alleged to have been violated.

### **3. FINE PROCEDURE**

All actions stipulated in the Bylaws Article XI Section 1.d. shall be utilized prior to any fine.

- a. No fine shall be levied for the first notification of violation.
- b. A fine of \$50 will be levied for the second notification of the violation.
- c. A fine of \$100 will be levied for the third notification of the violation.
- d. A fine of \$150 will be levied for the fourth and each subsequent notification of the violation.
- e. For unauthorized estate sales, the fine is \$300.
- f. In the event that any fine is not paid by the designated date, the amount of the fine will be added to the next monthly maintenance fee.
- g. Coventry may, at the Board's direction, correct any violation and assess all charges to the resident co-owner/renter.

This complaint, fine, and violation procedure will be applied to all rules and regulations of this Policy Handbook.