

# 2023 Rules and Regulations

## ARTICLE I DOMESTIC ANIMALS & PETS

SECTION I - No pets other than the usual indoor household variety, not excluded by law, shall be allowed in the condominium project.

SECTION II - All dogs and cats must be registered to your unit. Dogs must be current with all immunizations and properly tagged for identification purposes. It is the co-owner's responsibility to ensure this information is kept up to date.

SECTION III – When outside of a dwelling unit, all dogs in the condominium project must be on a leash to a competent person at all times, as required by the State of Michigan. Other pets must be attended by a competent person when outside of a dwelling unit.

SECTION IV – All pet waste must be immediately picked up and properly disposed of, and any damage created by the pet must be repaired within 48 hours of the occurrence. If repairs are not made in a timely manner or to the satisfaction of the Association, the Association can complete the repairs and bill all costs incurred back to the pet owner's unit.

SECTION V –Whenever walking pets be courteous and ensure you are at minimum twenty feet from another co-owner's back patio.

## ARTICLE II SWIMMING POOL

SECTION I – Swimming will only be allowed during the posted pool hours. The pool closed sign must be observed at all times. The pool gate must be locked whenever not in use.

SECTION II - Any children not toilet trained and anyone who is incontinent must wear swim diapers in the pool. Small children must be taken out of the pool hourly to use the bathroom - this is the responsibility of their guardians.

SECTION III - Children 12 years or younger must be accompanied by an adult co-owner when using the pool facilities. Co-owner's children aged 13-17 are permitted to swim in the pool without the co-owner being present.

SECTION IV - An adult co-owner must accompany any guests while utilizing the pool. The code for the pool lock is not to be shared with anyone not residing at the Waters' Edge Condominium Association. Anytime the pool and deck areas around the pool are in use by more than 10 co-owners, said use shall be limited to one guest per unit in the condominium project.

SECTION V – For the health and safety of others, any person with an open wound, bandage, or possible infectious conditions (such as cold, flu, rash, or inflamed eyes) shall be excluded from using the swimming pool.

SECTION VI - Suntan products are allowed if applied at least 15 minutes prior. Co-owners must shower off any excessive sweat, dirt, or lake water, and feet must be rinsed under the foot shower prior to entering the pool.

SECTION VII - Food, drinks, and chairs shall only be permitted on the pool patio, not in the pool enclosure. Smoking is not permitted in either the patio area or pool enclosure. Pets are not allowed in the pool area. Music is allowed if kept at a reasonable volume not to disturb others in the pool area. Pool toys are permitted, and it is the responsibility of the user to pick up and properly put away all toys prior to exiting the pool area.

SECTION VIII - Horseplay (running, boisterous or rough play) is not permitted in the pool or pool area. No playing on or diving from the railroad ties. The use of stones, metal, or heavy objects is not permitted as they may damage the pool structure.

SECTION IX - The emergency call box and safety equipment are for emergencies only and a \$100 fine will be imposed to anyone who misuses them.

SECTION X - All co-owners, residents and guests of WECA shall abide by all state and local laws and regulations relative to the use and the governing of swimming pools. Those who choose to violate the rules governing the use of the pool will automatically relinquish their right to use the pool and the suspension will remain for the rest of the season.

SECTION XI - Please note the Swimming Pool Rules may be updated annually based on requirements and guidelines from the State of Michigan and Oakland County Health Department, as well as WECA pool committee.

### **ARTICLE III PARKING**

SECTION I – All co-owners must register their vehicle(s) information with the Secretary for identification purposes and assignment of a parking pass. It is the co-owner's responsibility to ensure this information is kept up to date.

SECTION II – Each unit has two parking spaces: an unassigned spot in the community lot and a spot in their assigned garage unit. All co-owner vehicles parked in the community lot must display a current parking pass at all times. Co-owners with two or more vehicles must park one vehicle in their garage or rent an extra pass for each additional vehicle parked in the lot.

SECTION III - Each additional parking pass has a monthly rental fee of \$15.00 and is payable on the first of every month. The rental fee remains in effect until the pass is returned. There will be a \$15 replacement fee for lost passes.

SECTION IV - Co-owners are not permitted to park more than one vehicle per unit in front of Buildings C or E at any given time.

SECTION V – Co-owners in Buildings C, D, and E will instruct their visitors to park in the overflow parking areas. This does not apply to those with a physical handicap (signage required on said vehicle) or hired contractors while actively performing work at the co-owner's unit.

SECTION VI – All co-owner vehicles parked in the community lot must be operational, have current plates/tags, and be driven on a regular basis; unused vehicles must be stored in the co-owner's assigned garage or off-site. Unlicensed vehicles are not permitted to be parked outside anywhere in the condominium complex.

SECTION VII – Co-owners must park their motorcycles in the garage and not in the community lot. The loud revving of engines is not permitted.

SECTION VIII - No trucks such as stake, dump and tractor trailers will be permitted to park in the condominium parking area except for deliveries or service calls. No motor homes, mobile homes, campers or any other vehicle that due to appearance or size would be detrimental to the safety and/or appearance of the parking area will be permitted to park except for a short period of time with prior Board of Directors approval.

SECTION IX - Parking on the condominium lawn, driveway, or over sidewalks is prohibited. Any vehicle that is illegally parked in the condominium parking area may be towed away at the owner's expense.

SECTION X - It will be the responsibility of a co-owner to remove oil spots and/or pay for repairs to the parking area caused by their vehicle and/or those of their guests. This includes fluid leaks and any damage to the general or limited common elements.

SECTION XI - All vehicles are to be moved according to the current snow removal procedures. If not moved within the designated time frame, the co-owner may be fined and/or the vehicle may be towed at the owner's expense. Co-owners out of town should park their car in the garage or provide a key to a neighbor in case of snow or other urgent issues.

SECTION XII - If you are expecting any guests to be parked overnight for more than 2 consecutive days, notify your designated Building Representative or official so the vehicle can be identified. A \$15 parking fee will be charged to any unit who has a guest parked in the community lot over seven days in any given month.

SECTION XIII - Anyone violating the parking rules and/or failure to pay their parking fee can be subject to court procedure and/or have their vehicle towed away at their expense. The action to be taken will be determined by the Board of Directors.

## **ARTICLE IV COMMUNITY BUILDING**

SECTION I - Any use of the community building by a co-owner with more than four guests will require a reservation for the exclusive use of the community building by a co-owner.

SECTION II - Reservations will be for the exclusive use of the kitchen facilities and upper level of the community building only. Reservations do not include use of the pool. During pool hours, the bathrooms must be available for public use.

SECTION III - To secure exclusive use of the community building, a co-owner shall notify the Secretary or designated official to record reservations. A clubhouse rental agreement must be completed and submitted along with a rental fee and deposit. The deposit shall be returned to said co-owner upon inspection of the clubhouse facility, less any expenses that may be incurred by the Association as a result of said co-owner's use of the building. Any expenses over the cost of the deposit will be charged back to the co-owner's unit.

SECTION IV - All co-owners who reserve the community building must comply with the following: Noise must be curtailed by 11:00 pm. Instruct guests to leave quietly. Racing

engines, horn blowing, and shouting is not permitted. Guests are not permitted to wander around the complex. No alcoholic beverages served to minors. Narcotics and use of same prohibited. Lights must be turned off and thermostat returned to the original setting when you leave. No pets allowed. Community building must be cleaned within 24 hours of use.

SECTION V – Smoking of any kind is not allowed in the community building, stairwell, balcony or patio.

## **ARTICLE V GARDEN AREAS**

SECTION I - Planting areas shall be limited to unit's limited common elements, which includes the front porch, back patio, and the areas immediately adjacent to each. Plantings cannot block access to utilities or obstruct any public walkway.

SECTION II – There shall be no plantings of any kind on any general common elements without advance permission from the Board of Directors.

SECTION III – Co-owners are responsible for keeping their garden areas neat and clean in appearance. This includes weeding and trimming as needed throughout the year.

SECTION IV – Animal poison and traps are prohibited. Insect poison and traps are permitted but must be placed in areas to avoid accidental consumption by children and animals.

SECTION V - All co-owners who have garden plots are responsible for their upkeep and clean-up.

## **ARTICLE VI PATIOS AND BALCONIES**

SECTION I - Patio areas shall not be extended beyond 10 feet from the outer brick wall of each co-owner's unit. A minimum of 6 inches on each side of the patio shall be reserved for Association use (i.e. downspouts).

SECTION II - Any additions to patio areas shall be limited to those type of materials already in use (i.e. smooth concrete, wood, or wood-type decking) and must be of neutral color. An approved Modification Request is required prior to all additions or changes to patios and decks.

SECTION III - In Buildings A, B, and C no rear patios may be enclosed. Balconies may be enclosed but shall not extend beyond five feet from the wall. In Building D, this applies only to units 29 and 30.

SECTION IV - It is the responsibility of the unit's co-owner for the upkeep and maintenance of the patio and balcony, and any enclosures located thereon.

SECTION V – Lawn furniture, grills, rugs, and other such items may be stored on patios but must be kept neat in appearance. Items cannot exceed the patio area or be kept upon the general common elements without prior Board approval.

## **ARTICLE VII DOCKS AND BOAT HOISTS**

SECTION I – The maximum water frontage allowed for any unit is 16 feet parallel along the seawall. Any dock/hoist/boat must be contained within this space.

SECTION II – An approved Modification Request is required prior to the installation, addition, or change to any existing dock or hoist (except for general maintenance and upkeep).

SECTION III – Boat hoists are permitted and must be kept in working condition. Docks may be installed either parallel or perpendicular to the seawall. Docks parallel to the seawall must be centered to the corresponding unit (if applicable).

SECTION IV – All docks and hoists must be clearly marked with the corresponding unit's number. Docks and hoists must be properly maintained, and any structure deemed in unsafe condition or in need of repair must be promptly repaired by the co-owner.

SECTION V – Boat owners must ensure the safety of the seawall against boat strikes and are responsible to repair any and all damage to the seawall caused by their vessel(s).

SECTION IV – No water vessels can be stored on the general common elements (seawall, grass) but may be stored on the co-owner's dock. Any materials placed on the docks (i.e., chairs, planters, flag poles) must be maintained and kept neat in appearance and should be secured to the dock itself to prevent it from falling into the water.

## **ARTICLE VII WASTE DISPOSAL**

SECTION I – Dumpsters are for use by registered residents only. No outside dumping allowed.

SECTION II – Contractors are not allowed to dispose of any construction or bulk material in the dumpsters. All material and waste (including cigarette butts and other trash) must be hauled away by the contractor.

SECTION III – Whenever possible trash should be placed in bags. Pet waste, including litter, must always be bagged. Empty boxes must be broken down prior to disposal. All trash must always be deposited inside of the dumpster unit. At no time shall any trash or items be placed outside of the dumpster bin or corral area.

SECTION IV – No bulk items, appliances, or construction material shall be disposed of in the dumpsters at any time. Disposal of large items requires advance notification to the Board of Directors and arrangements made with the disposal company (per current procedures). Any additional fees incurred (due to illegal dumping, special pickup, or additional pickups due to non-compliance) will be billed back to the responsible unit.

SECTION V – The following are prohibited from being disposed of down any drain (kitchen/bath/utility) by anyone in any unit or common building on the property: grease, fruit or vegetable peels, coffee grounds, feminine products, diapers, wipes of any kind (including flushable), cat litter, or paint.