

Prestwick Village and Woods of Prestwick Condominium Associations

Bylaws (Condensed Summary) Rules & Regulations

The Prestwick Village Neighborhood Association, your homeowners association, has condensed and compiled the following list of bylaws of the Prestwick Village Condominium and Woods of Prestwick Condominium Master Deeds. The article number has been listed so you may review the complete article in the Master Deed you received when you purchased your property.

Bylaws and Rules and Regulations enforcement will assure the continued maintenance of the Condominiums as a beautiful and harmonious residential development and shall be binding upon both the Association and upon all Co-owners. It is the hope of the Prestwick Village Neighborhood Association that by calling your attention to these bylaws, rules and regulations we can all enjoy our property, our neighbors and neighborhood. All of the bylaws are important and will be enforced but the ones mentioned are the ones that effect residents most of the time.

Bylaws (Condensed Summary)

Article VI

- 6.1 Residential Use.** No unit in the Condominium shall be used for other than single-family residential purposes.
- 6.2 Leasing and Rental.**
- a. **Right to Lease.** A Co-owner may lease his unit provided that fact has been disclosed to the Association at least ten (10) days before presenting a lease to a potential lessee. (See the complete article for additional requirements.)
- 6.3 Architectural Control.** All building, structures or other improvements including any modification to existing buildings must be approved by the Association's Architectural Control Committee before construction begins. Approval from Highland Township is also required.
- Approved Builders.**
There are currently three approved builders that should be considered, they are:
J.A.L. Properties, Inc., P.O. Box 741, Highland, MI 48357, Phone: 248-887-8181
Master Craft Contracting, Inc., 320 Union St., Suite 1, Milford, MI 48381,
Phone: 248-685-0008
Ivanhoe-Huntley Homes, 7013 Orchard Lake Road, Suite 110, West Bloomfield, MI 48392,
Phone: 248-851-8500
(See Rules and Regulations on requirements to have builders approved.)
- 6.5 Alterations, Modifications or Changes.** No Co-owner shall make alterations, modifications or changes to any of the Units or Common Elements without the express written approval of the Association's Architectural Control and/or Landscape Committees. This includes the erection of antennas of any sort (including dish antennas), playscapes, swings, children's free standing play areas, flag poles, fences, lights, awnings, newspaper holders or other exterior attachments or modifications.
- 6.6 Activities.** No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements. This shall include any

unreasonably noisy activity. Activities which are deemed offensive and are expressly prohibited include, but are not limited to the following: any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

- 6.7** **Pets.** Ownership of pets shall be limited to no more than two (2) dogs or cats or a combination, not to exceed two per household. This is also a Highland Township Ordinance. No animal may be permitted to run loose at any time upon the Common Elements. All animals shall be leashed and attended by some responsible person at all times on the Common Elements. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by their pet. No savage or dangerous animal and no dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Element.
- 6.8** **Aesthetics.** Written approval of the Association's Architectural Control is necessary before any changes may be made to the exterior appearance of the residence and other improvements and appurtenances located within the unit. This includes any modification of design, material or color of windows, doors, screens, roofs, siding or any other component visible from a Common Element.
- 6.9** **Vehicles.** Only vehicles used primarily for transportation purposes may be parked on the unit. All other vehicles such as house trailers, commercial vehicles, motorcycles, all terrain vehicles, snowmobiles, trailers or boats may only be stored in the garage. Camping type vehicles including motor homes may be temporarily parked on the owner's property not to exceed 48 hours without special permission by the Board of Directors. Vehicles shall be parked in garages whenever possible. Please keep garage doors closed when not in use.
- 6.10** **Rules and Regulations.** The Association's Board of Directors may make rules and regulations when necessary for the enjoyment of the residents of the condominiums.
- 6.12** **Landscaping.** All landscaping, including planting of trees, shrubs, flowers and placement of any ornamental materials, must be approved by the Association's Landscape Committee. Planting of annuals and perennials in approved landscaped areas need not be approved. Lawns and landscaping shall be installed within six (6) months after construction of the dwelling is complete. Lawns shall be maintained in a healthy and acceptable manner.
- 6.13** **Vacant Units.** It is the responsibility of the Co-owners of vacant units to maintain their property. Property must be kept neat and mowed. Vacant units are not be used as dumping grounds for any waste materials including but not limited to grass clippings, branches, rocks, soils and garbage. Wooded lots need to be mowed including removal of seedlings on all sides of the lot back to the woods. Vacant lots must be kept cut to less than twelve (12) inches from May through September per Highland Township Ordinance.

Article VIII

- 8.3** **Designation of Voting Representative.** Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

Article XX

Assessment of Fines

- 20.1** **General.** The violation by any Co-owner, occupant or guest of any provision of the Condominium Documents shall be grounds for assessment by the Association, acting through its duly constituted board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.
- 20.2** **Procedures.** Upon any such violation being alleged by the Board, the following procedure will be followed:
- a. **Notice.** Notice of the violation, including the Condominium Document provision, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of these Bylaws.
 - b. **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Co-owner be required to appear less than ten days from the date of Notice.
 - c. **Default.** Failure to respond to the Notice of Violation constitutes a default.
 - d. **Hearing and Decision.** Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-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.
- 20.3** **Amounts.** Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied.
- a. First Violation. No fine shall be levied.
 - b. Second Violation. Twenty-Five Dollar (\$25.00) fine.
 - c. Third Violation. Fifty Dollar (\$50.00) fine.
 - d. Fourth Violation and Subsequent Violations. One Hundred Dollar (\$100.00) fine.
- 20.4** **Collection.** The fines levied pursuant to Article XX, Section 3 above shall be assessed against the Co-owner and shall be due and payable with the regular Condominium assessment, if any, on the first of the following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article II and this Article XX of these Bylaws.