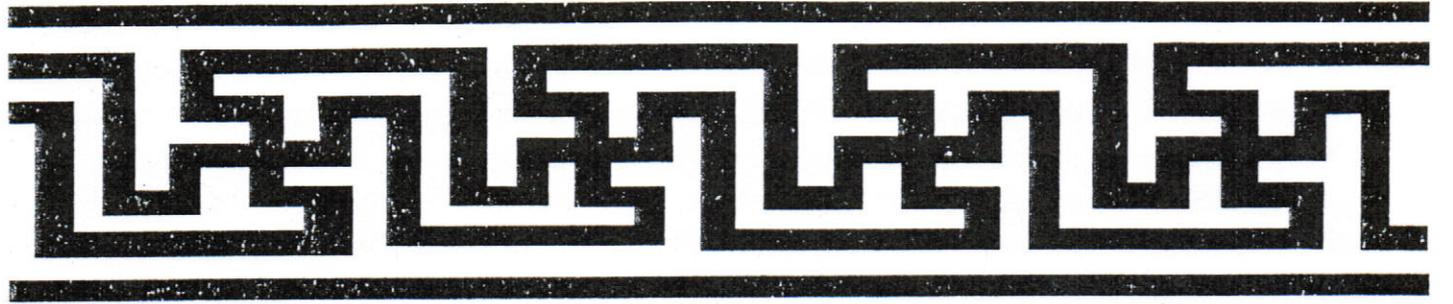


Rules and Regulations
Poplar Creek Condominium Association

Order: RLNPMCL3N
Address: 3151 Poplar Creek Dr SE Unit 304
Order Date: 06-30-2025
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Poplar Creek

Condominium Association

MEMBERS GUIDE

**MAINTENANCE MATRIX
&
RULES & REGULATIONS**



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Select 1 Property Management, Inc.



March, 2005

Dear Poplar Creek Co-owner,

Select 1 is committed to providing the best possible service to the associations it manages. As part of this continuing effort, we have compiled this co-owner handbook, consistent with your by-laws. It is a convenient way for us to convey general information about condominium living, and specific information about residing at Poplar Creek. We hope you find it helpful.

Please keep this handbook as a reference guide. Should you ever decide to sell your unit, pass it on to the next co-owner, along with your copy of the by-laws.

Select 1 is proud to be associated with the Poplar Creek community as its Management Agent. We will continue to work hard to honor the trust placed in our company.

Sincerely,
Select 1 Property Management, Inc.

MEMBERS GUIDE TO LIVING IN THE POPLAR CREEK CONDOMINIUM ASSOCIATION

PREFACE

The following information is intended to be helpful to the Poplar Creek Condominium residents, and to make life easier and more pleasant by giving a better understanding of operations. It is written as a handy reference for the "new comer" and veteran alike.

CONDOMINIUM LIVING

Condominium is a form of property ownership whereby you hold title, as well as support and maintain the property jointly with others in the development. It is different than sole ownership of property. At Poplar Creek you have sole ownership of everything within the exterior walls of the unit structures and a garage. All other property, such as the exterior wall structure and covering of the unit, the roof, drives, land, and yards, is owned jointly with others and is called "common property." Certain common property, although owned jointly, is reserved for the exclusive use of a particular unit and is called "limited common property." The common and limited properties are described in the Master Deed.

An important precept of condominium living is embodied in the following words from a court decision:

"...inherent in the condominium concept is the principle that to promote the health, happiness, and peace of mind of the majority of the unit owners, because they are living in such close proximity and using facilities in common, each unit owner must give up a certain degree of freedom of choice which he might otherwise enjoy in separate, privately owned property."

We live together in a common, administered community.

THE ASSOCIATION

The co-owners of each of the 140 units in Poplar Creek automatically become members of the Association at the time of condominium purchase. Membership is part of the purchase and is not an option. Each owner, as a member of the Association, is required to abide by the By-Laws and Rules of the Association, and is obligated to pay their share of Association maintenance costs. The purpose of the Association is to operate and maintain the common and limited common property. Just as a member becomes liable for timely payment of his/her specific monthly maintenance fees, the member also becomes a recipient of all services provided.

THE CORPORATION

The Association is organized as a Michigan non-profit corporation called "Poplar Creek." Each unit is given one vote at the Association meeting(s), which are run by the Board of Directors.

MANAGEMENT

The management of the Association is vested in the Board of Directors of the Corporation. It operates the property as follows:

1. The Board of Directors, elected by the members, establishes policies and rules in keeping with the Michigan State Laws, the Condominium Documents, and the wishes of the members / co-owners. Its members are volunteers and are not compensated. The current Board members are listed in the newsletters and welcome packet.
2. The Board hires and supervises a professional manager to handle the day-to-day operational activities. The current Manager is also listed in the newsletters and welcome packet.

Requests for repairs and service should be mailed in or phoned to the Management office, where a 24 hour answering service is provided.

MAINTENANCE FEES

The Board establishes an operating budget for each calendar year. Those costs are then assessed to each unit equally.

Association fees are due and payable in advance on the first day of each month. Non-payment of fees constitutes a breach of agreement and is therefore subject to injunctive relief. Monthly maintenance fees, payable to Poplar Creek Condominium Association, must be mailed to the Management office.

MAINTENANCE & REPAIRS

Unlike a private residence, certain services, repairs, and maintenance work are provided by the Association while others remain the co-owner's responsibility.

Exhibit I has been prepared as a checklist to guide you in understanding who provides, and is responsible for, a specific repair or service.

EXTERIOR STRUCTURAL & LANDSCAPING CHANGES

The Association will maintain the property "as built." Any change in the exterior structure, landscaping, or appearance desired by the co-owner must be submitted to the Board of Directors in writing with appropriate drawings for their approval. Any co-owner wishing to modify the exterior of his / her unit must contact the Management office for a Board approved Modification Form.

Additions or changes in shrubbery, trees, and other plantings must be Board approved because the maintenance and replacements (after warranties) become the Association's responsibility.

Structural changes may include, but are not limited to: enclosed porches, exterior lighting and tree and shrub additions.

STREET / BUILDING LIGHTING

The Association maintains and controls the exterior, hallways, main entrances, garage lights, and the building security lights. The maintenance of the private deck, porch and patio lights on each unit is the responsibility of the co-owner.

UTILITIES

The Association provides the cost of water and sewer service in addition to electricity for street lighting, and irrigation pumps. The costs of all personal utilities such as gas, electricity, telephones, and security alarms are the co-owners' responsibility.

PROPERTY TAXES

All personal property taxes and special assessments are assessed against the individual units (this includes a portion of the limited common property) and are the responsibility of the co-owner.

INSURANCE

The Association provides insurance for:

- A. Fire with extended coverage insuring the buildings and other property, both real and personal (but not including contents such as owners' furnishings, personal property, etc.).
- B. Public liability covering the Association and its members for injuries or loss incurred on the common property. It is suggested that each co-owner also provide his/her own personal liability protection coverage.
- C. Public liability and fidelity insurance covering the Association Directors and Officers and the Property Manager.

It is suggested that you become familiar with the Condominium Association by-laws, specifically, Articles IV, V and IV.

VEHICLES

Commercial vehicles or trucks may not be parked in or on condominium property except for pick-up, delivery, and construction or service work. Recreational vehicles, boats, trailers, house trailers or motor homes may not be parked on common drives or parking areas without written permission from the Board.

Each unit is allowed two (2) vehicles. The parking areas for these vehicles are: the individual deeded garage and one space in front of the buildings. Any additional spaces in front of the buildings are reserved for guests, friends, extended family, service contractors etc. (short term parking only). Any long term parking must be done in the overflow lot located by building # 1. Please refrain from parking or driving on the grass areas, as substantial damage can occur to the turf / irrigation system. Any such damage identified will be repaired at the co-owner's expense.

PETS

Only a pet bird or house cats (2-per unit maximum) are allowed at Poplar Creek. All pets are to be kept under such care and restraint as not to be obnoxious on account of noise, odors, or unsanitary conditions, and no savage or dangerous animals are allowed ... animals are not to be permitted to run loose upon common elements, limited or general.

TRANSFER OR LEASE OF PROPERTY

A co-owner must notify the Board in writing, prior to selling or leasing a unit. Co-owners intending to sell or lease their unit must submit a copy of the Buy/Sell or Lease Agreement to the Board at least (10) days prior to its execution. Co-owners, tenants and lease agreements must conform to the leasing procedures as described in Article VI, Section 6.9 of the Condominium By-laws.

YOUR BOARD

... Your neighbors who have volunteered to serve you ... solicit your constructive ideas, comments, and most of all your support in making and keeping Poplar Creek Condominium Association a choice residential area in which to live.

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Exhibit 1

CHECK LIST FOR MAINTENANCE RESPONSIBILITY

	<u>Association</u>	<u>Co-owner</u>
All Normal Repairs to Building Exterior	X	
Foundation - cracks & leaks	X	
Roofs - leaks & replacement	X	
Exterior Painting	X	
Vinyl Siding	X	
Doors - sills & frames	X	
- exterior face (main unit entry)	X	
- interior face		X
- locks & hinges		X
Screen doors		X
Windows & Sliders		X
- sills & frames		X
- glass panes		X
- thermo pane "fog" (broken seal)		X
- operating mechanism repair		X
- cleaning		X
Eaves troughs - original	X	
- added for water control	X	
- cleaning	X	
Streets & Parking Asphalt	X	
Sidewalks	X	
Main Hallway Entrances	X	
- carpeting	X	
- special surfaces or covering	X	
Decks – wood flooring	X	
- carpeting		X
- railings	X	
- painting / power washing	X	
Enclosed Porches		X
Patio Concrete Slabs		X

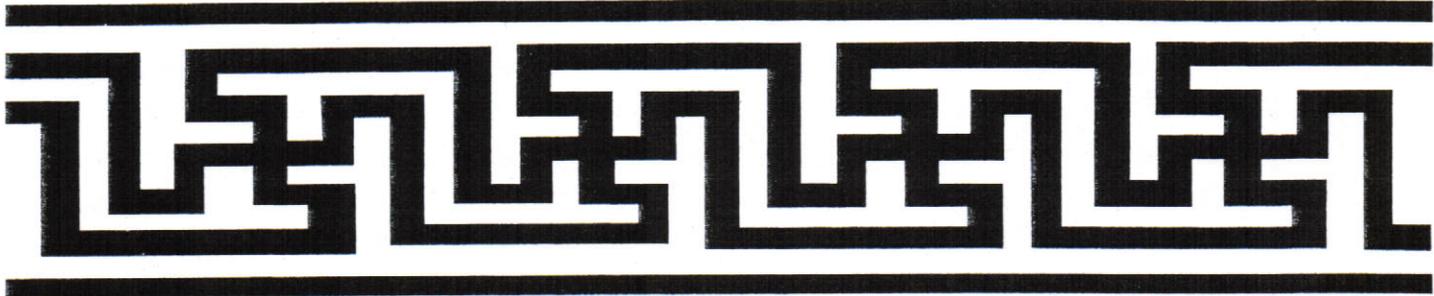
Exhibit 1 con't

	<u>Association</u>	<u>Co-owner</u>
Exterior Utility Lines - (By Utility Companies)		
- electric - up to meter	X	
- gas - up to meter	X	
- water - up to meter	X	
- sewer - up to building wall	X	
- telephone - up to junction box	X	
- TV - up to junction box	X	
Interior utility lines & fixtures beyond above		X
Fire suppression system	X	
All Normal Repairs to Building Interior		X
- plaster cracks (inside units)		X
- paint & wallpaper (inside units)		X
- ceiling & wall damage due to exterior leak		X
- carpeting (inside units)		X
- personal property		X
Furnaces (including flues & ducts)		X
Air Conditioners (including outside condenser)		X
Electrical Breaker Panel		X
Water Heater (including flues)		X
Appliances (including vents)		X
Hallway Entry Lighting	X	
Mailbox Locks		X
Garages (Deeded)		
- interior surface		X
- exterior surfaces	X	
- locks or openers		X

Exhibit 1 con't

	<u>Association</u>	<u>Co-owner</u>
Grounds & Landscaping		
- open areas & courtyards	X	
- flower beds (common areas)	X	
- flower beds (fronts of units)		X
- tree & shrub pruning	X	
- drainage	X	
- irrigation & sprinklers	X	
- lawn mowing	X	
- lawn & tree fertilization	X	
- pest control & extermination	X	
- bark mulch	X	
Snow Removal		
- streets & parking areas	X	
- walk shoveling	X	
- (between contract times)		X
Exterior Lights		
- association (common / security)	X	
Trash Removal / Recycle (once per week)	X	

All costs of repairs necessitated by the act or neglect of a co-owner, his/her agent, invitee, lessee, family member, uninvited visitor or pet shall be borne by the responsible co-owner.



Poplar Creek

Condominium Association

RULES & REGULATIONS



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Poplar Creek Condominium Association

Rules and Regulations

Restrictions. Rule Number 05021501

Restrictions contained in Article VI, Sections 6.1-6.9 of the Condominium By-Laws are hereby incorporated as part of the Rules and Regulations of Poplar Creek Condominium Association.

Parking, Storage, and Driving Regulations. Rule Number 05021502

1. No trailers, commercial vehicles, boats, campers, motor bikes, recreational vehicles, inoperable vehicles, unlicensed vehicles, etc. may be parked on the premises.
2. Illegally parked vehicles, such as those indicated in paragraph 1 above, are subject to being towed away at the co-owner's expense.
3. No major auto repair work is allowed on the premises, (oil changes, brake work, etc.).
4. A speed limit of **15 miles per hour** must be observed at all times on the Poplar Creek property.
5. Grills, chairs, toys, bicycles and the like may not be stored on the common grounds or left blocking sidewalks, driveways, or entrances.
6. Laundry is to be washed and dried in the privacy of the home. No outside drying is allowed.
7. All co-owners are to keep their garage doors closed at all times except when entering or leaving the garage or working in their garage.

Animals. Rule 05021503

1. No animals may be kept or maintained on the Condominium Property, except for house cats or a pet bird.
2. No more than two (2) house cats per unit will be allowed at any time.
3. No animal may be kept or bred for any commercial purpose and all animals will have care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions.
4. No savage or dangerous animal or any reptile will be kept on the Condominium Property. Owners will have full responsibility for any damage to persons or property caused by his or her pet.

5. Any person who causes or permits any animal to be brought or kept on the Condominium Property shall indemnify and hold harmless all other co-owners and the Association for any loss, damage, or liability which may be sustained as a result of the presence of such animal on the Condominium Property. The Association may charge all co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these by-laws in the event that the Association determines such assessment necessary to defray maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed concerning pets. The Association will have the right to require that all pets be registered with it and may adopt such additional rules and regulations with respect to animals as it may deem proper.

Resales. Rule 05021504

Duty of Sellers: A co-owner desiring to sell a Unit must disclose that fact in writing to the Association by completing a "Notice of Intent to Sell or Lease" form provided by the Association at the time of listing or placing the condominium for sale by the co-owner. The co-owner agrees to deliver to the Association a photocopy of each executed purchase agreement within ten days of the execution, accompanied by a New Co-owner Registration form provided by the Association completed and signed by the prospective purchaser which shall set forth the name, address, and phone number of the prospective purchaser, and will also set forth the number and identity of the residents that will be living in the Unit. The Association may provide information to the prospective purchaser as the Association deems appropriate, including copies of the Condominium Documents, budget and assessment information, summaries of restrictions and regulations and/or information or the Association may require the selling co-owner to give such information to the prospective purchaser at time of execution of the purchase agreement and New Co-owner Registration form.

Air Conditioners, Rule 05021505

When a Co-owner replaces an air conditioning condenser unit, the Board of Directors has set the following guidelines regarding the placement of the unit. Replacement units must sit in a space that is no closer than two (2) feet from the rear or side wall, and no farther than five (5) feet from the rear or side wall of the condominium it serves. Replaced air conditioning units may not sit on the Association common property other than as specified above.

The co-owner shall be responsible for all aspects of the air conditioner, including replacement, service and proper disposal of the existing unit. This disposal requires that the freon in the existing air conditioning unit is recaptured and the unit is rendered electrically dead to meet federal EPA standards.

Notification Forum. Rule 05021506

The Poplar Creek Newsletter shall be the official news and notification forum of the Association. Publications of Board actions and policies, and notices of meeting shall be considered official when published in the newsletter.

Fines. Rule 05021507

A co-owner breaching any of the Condominium By-laws or the Rules & Regulations of the Association shall be subject to the fines as listed below. A co-owner shall be responsible for the actions of their guests, invitees or lessees. The same fine structure shall apply.

- First Offense: Warning – (documented verbal or written)
- Second Offense: \$25.00
- Third Offense: \$50.00
- Fourth Offense: \$100.00 – (or any thereafter)

“For Sale” Signage. Rule 05021508

- 1.) A co-owner desiring to sell his or her condominium unit shall be allowed to place a “For Sale” sign on the interior of his or her unit, which is visible from the exterior. A Notice of Intent to Sell form must be completed and received by Management prior to displaying a sign. The” For Sale” sign shall be placed in the lower or upper window nearest the entrance door and shall not exceed five (5) square feet in size. No signs shall be placed at the condominium entrance drive (29th St.).
- 2.) No other signs, including, “For Rent” signs are allowed on the condominium property at any time.

Late Fee, Rule 05021509

In the event a Co-owner pays any assessment or other financial obligation to the Association after the 10th of the month, a late fee of \$15.00 shall be assessed. In addition, any account past due over thirty (30) days will be charged interest at the rate of seven (7%) percent per annum until the account is made current. In accordance with the By-laws, all costs of collection, including but not limited to, additional management company expense and attorney fees shall also be the expense of the late or delinquent co-owner.

Aesthetics, Rule 05021510

- 1.) In accordance with the Condominium By-laws, only patio furniture of a customary nature may be kept on the porches, patios, or balconies during the seasons when said furniture could be used. No bicycles, sporting equipment, children's toys, strollers, boxes, trash or anything other than patio type furniture shall be kept on the common or limited common elements. In the event a co-owner breaches this provision, and after receiving notice from the Association or Management, the co-owner shall remove any specified, non-compliant articles within ten (10) days. The Association reserves the right to remove the items in question at the co-owners expense. The Association shall have no obligation to store the items, or be liable to the co-owner whatsoever for the return of the items.
- 2.) The Association encourages co-owners to plant flowers around their units. However, no plastic or artificial flowers shall be used anywhere on the Association property, with the exception of door wreaths / decorations. The landscape in the front of each unit shall be free of all bird feeders, birdbaths, statuary, etc.
- 3.) Any co-owner requesting the removal or addition of shrubs or trees must complete a modification form and receive written permission from the Board of Directors.
- 4.) Any co-owner wishing to modify the exterior of their unit, including the addition and/or replacement of sliding doors, windows, light fixtures, etc., must complete a modification form and receive written permission from the Board. If a co-owner adds/replaces any of the items listed above without receiving written permission and the Board finds the modification to be non-compliant, the modification will be brought into compliance at said co-owner's expense.
- 5.) No co-owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles outside his / her unit, or which is visible from the outside of the unit. Draperies, curtains, shades or blinds, which are visible from the outside of the unit, must be neutral in color.
- 6) **No smoking is permitted at any time in the common interior hallways and stairs.**

Unit Transfer Fee, 05021511

The Unit Transfer Fee (UTF) shall be \$95.00. This shall be a one-time, non-refundable fee that will be charged to each new co-owner purchasing a condominium at Poplar Creek effective March 1, 2005. This charge will cover the cost to the association in providing the new co-owners with copies of the condominium informational materials and a new file set-up. It shall be the responsibility of the selling co-owner to make the purchaser aware of this charge prior to closing.