

## PREFACE

As a homeowner you have a right to your privacy and use of your property. However, as a co-owner and a member of the Condominium Association, YOU ALSO HAVE A RESPONSIBILITY TO RESPECT THE RIGHTS OF YOUR NEIGHBORS AND FELLOW ASSOCIATION MEMBERS IN THEIR PRIVACY AND USE OF COMMON AREAS AND THE COMMUNITY FACILITIES.

The following Community Guidelines are intended to protect your rights as a member of the community. Repeated violations of the rules will result in penalties established by the Board of Directors and enforced by the management agent.

It is the responsibility of each co-owner or resident to acquaint each member of their household of the necessity to observe these rules and regulations. If everyone cooperates, we will all benefit by having a most desirable community with enhanced values.

Our recreational facilities are considered among the best in the area and as a co-owner you each own a share of these facilities. Therefore, these facilities should be preserved and protected as you would your own private property. Equipment replacement and repairs caused by theft, vandalism, or carelessness is a cost that must be borne by each co-owner.

Due to the extensive and varied nature and use of the common facilities, separate rules and regulations governing their use have been adopted. This booklet is being distributed to each co-owner. In the event that you happen to move, please insure that this booklet is given to the new resident.

These rules apply equally to all users of the Fox Chase facilities irrespective of their status as a co-owner, renter, family member or guest.

Co-owners in default of the Condominium Bylaw provisions may lose their privileges for use of facilities. You are advised to review your Bylaws for specific information.

These guidelines, where applicable, supersede any and all previous rules and regulations.

You will also find enclosed additional information and copies of forms that you may require.

**VIOLATIONS OF THESE GUIDELINES MAY RESULT IN A FINE, AS SET FORTH IN THE FINES AND FINING PROCEDURE AS OUTLINED IN THESE GUIDELINES.**

Adopted November 2004  
Updated November 2015



## TABLE OF CONTENTS

IMPORTANT PHONE NUMBERS .....	3
GENERAL INFORMATION .....	4
WHAT TO DO IF YOU HAVE A PROBLEM .....	5
COMMON AREAS .....	7
SHRUB REMOVAL/REPLACEMENT .....	8
COMMON PARKING AREAS .....	8
PARKING REGULATIONS .....	8
SNOW REMOVAL PROCEDURE .....	9
PATIOS .....	10
PATIO FENCES & BALCONIES .....	11
GRILLS .....	12
HOT TUBS/JACUZZI .....	12
DECK SPECIFICATIONS .....	13
DECK GUIDELINES .....	13
FRONT PORCHES .....	14
FLAGS .....	15
SIGNS .....	15
COMMON ELEMENTS .....	16
LIMITED COMMON ELEMENTS .....	16
PORTABLE AIR CONDITIONERS .....	16
WINDOW AND DOOR WALL REPLACEMENT .....	16
STORM DOOR POLICY .....	17
DOMESTIC PETS .....	17
SATELLITE DISHES & WIRELESS ANTENNAS .....	18
GENERAL PROVISIONS .....	19
TRASH .....	20
ASSOCIATION DOCUMENTS .....	20
CLUBHOUSE RULES .....	21
GENERAL RULES .....	21
BILLIARD ROOM AND CLUB ROOM RULES .....	21
CHAPERONS .....	21
CLUBHOUSE RENTAL POLICY .....	22

PRIORITY OF USE ..... 22

POOL RULES AND REGULATIONS ..... 23

FINES AND FINING PROCEDURES ..... 24

FINES ..... 24

FINING PROCEDURES ..... 24

LATE CHARGES ..... 25

COLLECTION PROCEDURES ..... 25

SAMPLE FORMS:

CO-OWNER INFORMATION FORM ..... 28

REQUEST FOR MODIFICATION FORM ..... 29

CO-OWNER VIOLATION FORM ..... 30

CLUBHOUSE RENTAL CONTRACT (4 PGS) ..... 31

CLUBHOUSE CHECK LIST ..... 35

CLUBHOUSE RENTAL EVALUATION FORM ..... 36

REQUEST TO VIEW DOCUMENTS ..... 37

WORK ORDER REQUEST FORMS ..... 38

CO-OWNER/TENANT REGISTRATION FORM ..... 39

RESPONSIBILITY MATRIX ..... 40

**IMPORTANT NUMBERS**

ASSOCIATION MANAGEMENT, INC.....	800-821-8800
Office Hours, 9:00 AM to 12:00 Noon and 1:00 PM to 4:00 PM, M-F.	
MAINTENANCE OFFICE / M-F 7:30 a.m. – 4:30 p.m.	586- 463-6341
Maintenance emergency anytime.....	1-800-821-8800
COMMUNITY MANAGER .....	586-463-9270
LARGE ITEM TRASH PICK UP – PLACE NEXT TO ANY DUMPSTER	
CLUBHOUSE.....	586-463-7050
POOL .....	586-463-3910
EMERGENCY (Fire, Police, Medical) .....	911
CLINTON TOWNSHIP OFFICES.....	586-286-8000
CLINTON TOWNSHIP POLICE (non emergency).....	586-493-7800
CLINTON TOWNSHIP WATER DEPARTMENT .....	586-286-9300
After Hours Emergency .....	586-263-8444
CHIPPEWA VALLEY SCHOOL OFFICES.....	586-723-2000
DETROIT EDISON.....	800-477-4747
CONSUMERS ENERGY.....	800-477-5050
POISON CONTROL CENTER.....	800-462-6642

## GENERAL INFORMATION

**I. Maintenance** - If you have a question regarding maintenance/repair of your unit, check the "What to do if you have a Problem with your Unit" information sheets. Maintenance and repair work are obtained by submitting a "Work Order Request" form. (Sample enclosed). These forms may be obtained at the Maintenance Offices in the Clubhouse during working hours (8:00 am - 4:30 pm), Monday thru Friday.

**II. Pets** - If you are a pet-owner, you should read the "Rules and Regulations" of the Association and become familiar with the conditions and requirements which pertain to pets and pet ownership within the Association.

**III. Parking** - Each residential unit in the Association has **one (1) assigned and designated (numbered) parking space**. Additional resident parking spaces, (marked with an "R"), are also available for co-owners on a first come, first served basis. Although there may be sufficient parking spaces complex-wide to provide two spaces for all co-owners, no builder/developer has been required by the building codes to provide two spaces per unit. Where practical, those co-owners with units close to the street within the complex should encourage their guests to park curbside on the street. This will help keep "R" spaces available for resident parking.

**IV. Trash & Recyclables** - Tied, bio-degradable plastic bags of trash may be placed in the dumpsters at any time. Recyclables can be placed in the two (blue) dumpsters located in the clubhouse parking lot and at the entrance to Bay M.

Trash bags should be placed in the dumpsters immediately. They cannot be stored on the front porch for any length of time.

**V. Lawn Service/Snow Removal** - Lawns are mowed weekly during the growing season. Shrubs are trimmed twice during the growing season, normally June/July and September/October, depending on the weather. Scheduled ground applications (fertilizer etc.) will be posted on the two community signs at each end of the complex prior to their application.

Snow removal activities begin after a minimum of 2" of snowfall and blowing and drifting conditions have subsided. The main streets are cleared first, then a line down the center of each parking bay, then, **after you have moved your car(s) onto the street**, the parking places are cleared. The complete "Snow Removal Policy" can be found on pages 9-10 in these guidelines.

**VI. Modifications/Alterations** - No alterations or modifications may be made to the outside of your unit, including the patio, without prior written request to and approval by the Board of Directors. If you are considering a specific project or change, you should make a specific request (forms are available) for review and Board of Director approval. Interior modifications and/or redecorating are permitted, but if they involve or affect basic building structure, i.e., electrical changes, **both Township and Association approvals are required.**

Once a co-owner has been approved for a modification and a written letter confirming the approval has been sent to the co-owner, the co-owner(s) have 60 calendar days from that date to complete the requested and approved project. If the project has not been completed, or not completed in accordance with the approval, the Board, at their discretion, may complete the project or remove and/or undo the project. All charges involved with the project will be applied to the co-owners account and be due and payable with their next scheduled association payment.

(See attached Request for Modification form).

### WHAT TO DO IF YOU HAVE A PROBLEM WITH YOUR UNIT

1. PLUMBING – EMERGENCY – Call Maintenance (Fox Chase Responsibility)

- a) Water backing up through basement floor drain.\*
- b) Water backing up from sump well.
- c) Sump pump not working and/or water is rising in sump well
- d) Plugged standpipe with bird nests, critters, etc.
- e) Water seeping or leaking through basement wall "rod hole".\*\*

\*NOTE: The Association is not liable for any repairs or the replacement of any materials including but not limited to: furniture, equipment, appliances, etc. that are damaged or destroyed from a floor drain back-up or sump pump failure.

\*\*NOTE: This is not generally an emergency. Due to the nature of the problem (with a common element wall), the Association does make the repair. If the basement is finished, it is up to the co-owner to provide access to the "rod hole" and any reconstruction or repair to the finished wall is the co-owner's responsibility.

2. FROZEN PIPES – EMERGENCY - Call Maintenance (463-6341)

3. NO HEAT – Call Maintenance (Co-owner's Responsibility).

If the furnace light is out, it is the co-owner's responsibility to have the pilot re-lit. However, if the co-owner is unable light the pilot, maintenance will assist, on a charge basis, in order to prevent frozen pipes, drywall damage, etc. If the problem goes beyond the pilot light, then the co-owner will be advised to call a heating service company.

4. NO AIR CONDITIONING – Call whomever you choose for repairs – (Solely the responsibility of the co-owner.)

5. LOCKOUTS – Call Maintenance (Co-owner's responsibility).

6. The Association has no responsibility to assist co-owners who have locked themselves out of their unit. However, to minimize damage to the unit, MAINTENANCE WILL ASSIST so as to eliminate the need for co-owner to kick in a door or break a window. If, in spite of maintenance efforts to gain entry to the unit, it becomes necessary to break a window, the co-owner will be charged for its replacement and also the time spent by maintenance to assist.

Co-owners are urged to provide a key to their unit to the Maintenance Office. Call the maintenance office or the Property Manager for details.

7. ICE PUSH-UPS – Call Maintenance (Fox Chase Responsibility).  
During winter months severe conditions can arise. Ice dams form and push up under shingles causing drywall damage. This is NOT necessarily an “Emergency” – Report to maintenance during normal business hours.
8. BEES/WASPS IN UNIT – Call Maintenance (Fox Chase Responsibility).  
Occasionally bees/wasps will form a nest in the attic or crawl space areas in the unit. This is NOT considered an “Emergency” – Report to maintenance during normal business hours.
9. BROKEN WINDOW – Call Maintenance (Responsibility to be determined)
10. BREAKING AND ENTERING – EMERGENCY – Call the POLICE, then call Maintenance (Responsibility to be determined)

The co-owner must furnish a police report before Maintenance can assist with replacements or repairs.

11. Gas leaks or suspicions of one call Emergency – Call Consumers Energy 1-800-477-5050

If Consumers Energy determines the gas leak is caused by a common element, the cost of repair will be the responsibility of the Association. If the source of the leak is from worn-out appliance parts, i.e., gas control valves, furnace valves, water heater burners and/or gas dryer controls, the leak must be repaired immediately and at the co-owners expense.

There is a charge for Consumers Energy to come out. Responsibility for payment of the charge will be determined by the Board of Directors after reviewing the findings of the gas company.

**If you have to call Consumers Energy, refer to “Billing Information Address as 37264 Charter Oaks Boulevard” (Master Meter Account) for those units where the gas/heat is included in the Association fee, as Consumer’s will not have YOUR address listed for a meter.**

**For those units where the gas is metered individually and pay their own gas please refer to the billing address when calling Consumers Energy.**



.ELECTRICAL PROBLEMS – Call Maintenance – (Responsibility to be determined).

- a) No Electricity in unit – Call Maintenance.
- b) Wall Plug shorting out – Call Maintenance.
- c) No Electricity in one room – Call Maintenance.
- d) Lights flickering – Call Maintenance.

If Maintenance determines the cause of the problem relates to co-owner modifications and/or supplemental wiring not installed in accordance with building safety codes or without benefit of Township Building Department inspection, then the Association will advise the co-owner that the non-complying wiring must be removed and/or properly installed immediately (the cost of Maintenance so determining would be the responsibility of the co-owner). If the co-owner fails to correct the problem(s) noted, then the Association shall have the non-conforming wiring removed and charges will be assessed to the co-owner for the costs involved.

- e) Where the co-owner is unable to change a light bulb on the OUTSIDE of a unit without assistance, Maintenance will change the burned out bulb, BUT the co-owner MUST furnish the light bulb. (This does not apply to security lights mounted at the roofline of the building. If you see a security or lam post light out, call Maintenance during regular hours.

12. REMOVAL OR DETENTION OF STRAY DOGS OR CATS, POSSUMS, ETC., OR CATS ON ROOF TOPS, ETC.

Call the Macomb County Animal Control Unit – 586-469-5115.

13. ROOF VENT PROBLEM – Call Maintenance (Fox Chase Responsibility).

Disclosure: IF IT IS DETERMINED THAT DAMAGE(S) IS CAUSED BY CO-OWNER NEGLIGENCE, THE CO-OWNER WILL BE RESPONSIBLE FOR AND ASSESSED THE COST(S).

The Management Agent will bill costs attributed to co-owners and only checks or money orders will be accepted. Please make checks payable to FOX CHASE. Maintenance will NOT accept or handle cash.

Non-covered maintenance issues will be billed to co-owners at \$50.00 per hour. Overtime hours will be billed at time and a half at \$75.00 per hour and double time (Sunday's and Holidays) will be billed at \$100.00 per hour.

### **COMMON AREAS**

Common areas are defined in the Fox Chase Master Deed.

No modifications or changes of any kind (including painting) may be made to the exterior of the unit or the common grounds without the prior written approval of the Board of Directors.

Certain activities are restricted in the Common areas to preserve lawns and protect property.

Baseball, horseshoes, football, soccer, golf, hockey or skate boarding are sum but not all the activities allowed in the common areas.

Swing sets are not allowed outside the patio area.

Tents are not to remain in the Common area more than 48 hours.

No wading pools are allowed outside the patio area.

Open or enclosed fires of any kind are prohibited by Order of the Fire Marshall. This includes but not limited to Chimineas, fire pits etc..

Sidewalks are to be kept clear of all personal property (bikes, toys, etc.).

No vehicles shall be driven on any sidewalk or Common Area at any time.

No plantings of any kind will be permitted in the Common Area, on the ground or hanging, without written approval of the Board of Directors.

No climbing of trees, shrubbery or fences is permitted.

#### **SHRUB REMOVAL/REPLACEMENT**

Co-owners who wish to remove any landscaping in the front of their unit must make a written request, including diagram, to the Board of Directors and receive approval **BEFORE** beginning/making any changes. Any shrubbery replaced will be done at the Co-owner's expense and the shrubbery must adhere to certain height and width limitations.

To simply remove the original shrubbery or landscaping without prior authorization from the Board is considered destruction of Fox Chase Condominium property.

Once approval has been obtained, the co-owner must submit a work order to maintenance to remove the requested landscaping at no cost to the Co-owner. Landscaping must be tagged (ribbon etc.) to identify what is to be removed.

#### **COMMON PARKING AREAS**

No repairs or maintenance to vehicles will be permitted in the parking areas. This includes but is not limited to: oil changes, brake work, etc.

#### **PARKING REGULATIONS**

1. Each unit has one designated parking space, marked with the last two numbers of the unit address. The unit's resident must utilize this parking space.
2. All other parking spaces in the complex are marked with the letter "R", and are available for use on a first-come, first-serve basis to residents.

3. Commercial vehicles are allowed in the complex for the purposes of pickup or delivery only and shall not be parked overnight or stored on the premises. At no time may any commercial or delivery vehicle go beyond the designated parking area.
4. Commercial vehicles will be allowed to park in the parking bays in the complex, but must meet the following criteria and regulations.
  - A. The commercial vehicle cannot be larger than a standard van (216" total body length) or pickup truck (211" total body length).
  - B. The commercial vehicle must be used for job/work related.
  - C. The commercial vehicle must park in the numbered parking spot assigned to the unit of the user of the commercial vehicle.
  - D. The list of commercial vehicles not allowed to park in the parking bays are, but not limited to: Step vans, stake trucks, dump trucks, box vans, pickup trucks w/snow plows, tow trucks, semi trucks, and any other vehicle the Board deems to include.
  - E. There will be no storage of any other commercial vehicle other than the one that is being used for work/job related.
  - F. The commercial vehicles front or rear end must not extend over the curb/sidewalk, nor over extend into the bay blocking/obstructing the view and traffic flow of vehicles entering or leaving the bays.

The Board reserves the right to make further revisions in the regulation and/or rescind it in its entirety and revert back to the previous rules.

5. No vehicles are to be parked in front of a dumpster.
6. Recreational vehicles or trailers, that do not exceed 25 feet in length, may be parked so as not to occupy more than one (1) parking space for a period not to exceed 24 hours.
7. All vehicles parked in the complex must have current license plates and be in operable condition.
8. Violations may also result in the vehicle being tagged and towed after 48 hours. Vehicles will be towed from the Condominium premises at the owner's expense.
9. Any vehicle that drips any fluids on the cement in the parking area will be responsible for the immediate clean up of these fluids. If this is not done immediately it will be cleaned for you. All costs for this service will be placed on the responsible co-owner's account.

Due to the Community's limited parking space, please move your vehicle from the complex to another off-site location, or a storage facility, if you plan on being gone for an extended period of time.

**Snow removal procedures. All personal vehicles must be moved within one (1) hour of the plows clearing the access paths in each parking area. Failure to move any vehicles will result in those vehicles being towed and/or the owners of the vehicles being fined. Any costs incurred will be charged to the owners of the vehicles.**

***According to the snow contract, the snow removal company has four (4) hours after the snow stops falling to plow snow. Please be patient!***

## **FOX CHASE SNOW REMOVAL POLICY**

**The following is an overview of snow removal process for Fox Chase**

Charter Oaks Blvd., Brynford, Glenbrook, & Weybridge are maintained by Macomb County.

Within four hours of snowfalls of more than two (2) ", three (3) crews are activated, the snow removal contractor, the maintenance staff and a crew to provide hand shoveling.

The maintenance staff will oversee the entire process plus clear all the main sidewalks, the crew doing the hand shoveling will do the porches and walkways, and the snow removal contractor will do the courts. The crews will be working in different parts of the community.

The snow removal policy for the courts is as follows. The snow removal contractor will plow out a main pathway thru the center of the court, and then will sound the horns on their trucks to let everyone know that this is completed. Once the main pathway is cleared, all cars are to be moved to the streets. In approximately one (1) hour the contractor will come back in and clean the parking areas. When a co-owner or a guest fails to move their vehicles, this impedes and slows down the snow removal process.

If a resident or guest fails to move their vehicle during the snow removal process the unmoved vehicle will be Red tagged, and you will be in violation of the snow removal policy and will receive a violation. If it becomes necessary to issue a second violation to the same offender, your vehicle will be towed at your expense plus a \$50.00 fine will be assessed to your account. The Association will then hire a contractor to remove the snow by hand. All charges incurred by the violating co-owner will be assessed to the offenders account for payment.

Ice melter is provided free to all residents; it is available to any resident who stops at the maintenance office with a container to pick it up. Salting of the parking bays is done on an as needed basis.

Remember that Fox Chase is a community of 496 units. After a regular snowfall it takes approximately 6 hours to complete all 3 phases of the process as they are done independently. Heavier snowfalls require more time.

Be patient, we will get to you.

## PATIOS

Patios, which are classified as limited common elements, are the responsibility of the co-owner of the unit to which the patio is attached. The co-owner assumes full responsibility for any decks, gates, patio blocks or plantings that were part of the unit at the time of purchase.

Plantings (including trees and shrubs) must be maintained in a neat fashion and are not allowed to grow wild or touch the building or patio fence. Large trees or shrubs that have been in place for many years and may pose a threat to the building structure and foundation or underground utility lines may have to be removed. The co-owner assumes all responsibility and costs for the removal of any plantings. If the co-owner refuses to comply with the removal of any planting(s) within 60 days, the Association will remove said planting(s) and the cost will be added to the co-owner's account.

The co-owner must immediately repair any cracked/damaged cement or patio blocks that hinder maintenance or threaten the building structure or foundation. Any damage caused due to neglect of cement or patio blocks will be the full responsibility of the co-owner.

If the patio has grass, the Association will provide the mowing, on a regular basis, providing the co-owner leaves the patio gate (if enclosed) open for access.

The following patio rules are in place to preserve the beauty and general appearance of the Fox Chase Community. All co-owners must adhere to these rules:

1. High grass and weeds are not permitted. All weeding is the responsibility of the co-owner.
2. Plantings may not overhang or exceed the height of or be visible from either the interior or exterior of patio fences with the exception of approved trees.
3. Clotheslines and drying laundry is not permitted in patio or balcony areas.
4. Any damage to the patio fence due to carelessness by the co-owner must be repaired immediately at the co-owner's expense. If repairs are not made within 60 days, maintenance will repair the fence and the cost will be added to the co-owner's account.
5. Storage cabinets for patio furniture, garden tools, and bikes are permitted. Cabinets may be constructed within the patio area and must meet the following guidelines:
6.
  - a) Cabinets may not exceed 4' x 6';
  - b) Cabinets may not be taller than the patio fence;
  - c) Cabinets may not be attached to patio fencing
  - d) Cabinets should not hinder normal maintenance activities; and

- e) If it is necessary to move or dismantle these structures, the expense is the responsibility of the co-owner.
7. Empty trash receptacles with secure lids may be kept in patio areas. Bags containing trash and/or garbage and any pet droppings must be disposed into community dumpsters immediately.
8. No permanent canopies, awnings, or tents are permitted in patio areas.
9. Items may be stored within patio areas only. No items may be placed or stored outside the patio fence on the common elements.

## **PATIO FENCES & BALCONIES**

Patio fences are made from Michigan White Cedar and are intended to weather naturally. Fences are not to be stained, waterproofed, painted, power washed, or in any way treated with chemicals. Fencing material must be rough-cut Michigan white cedar, 1"x4" or 1"x6" in dimension a more standard size.

The gate section must be on separate posts, one for the hinges and one for the latch. Wrought iron/aluminum (painted black) may be used for a gate instead of wood. **Gates may not be locked** (unless you own a Jacuzzi). All maintenance of the gate is the responsibility of the co-owner.

Anyone wishing to enclose his or her patio with a fence and gate must:

Submit a written Request of Modification form to the Fox Chase Board of Directors.

Once board approval has been granted, co-owners may contract for the enclosure provided all rules relating to fences and gates are followed.

Balconies are constructed of "Womanized" lumber and are not to be stained, painted, or treated in anyway. Clothes may not be hung on or from balconies.

## **GRILLS**

Gas grills may be installed in a patio and portable gas grills are permitted provided the following steps are followed:

1. Grills must be ten (10') feet away from the unit or fence when lit.
2. Grills may not be used on balconies, decks, or porches.
3. All Clinton Township Fire Marshall orders must be adhered to.

## **HOT TUBS/JACUZZIS**

1. The installation of a "hot tub" or Jacuzzi in the limited common elements (patios) may be permitted with the following limitations and requirements:

- a. All hot tub and Jacuzzi installations require the prior written approval of the Board of Directors. Co-owners who want to install these facilities will submit a proposed plan for installation, including compliance with existing and applicable local ordinances and building codes.
- b. Hot tubs and Jacuzzis, which have been previously installed by co-owners, prior to the adoption of this policy, will be reviewed and must comply with all the provisions of this policy.
- c. All co-owners with hot tub and/or Jacuzzi installations must execute a hold harmless agreement, which frees the Association from any and all liabilities pertaining to these facilities.
- d. All co-owners with hot tub and/or Jacuzzi type facilities must obtain and maintain insurance, which covers these facilities, and add "Fox Chase Condominium Association" as an additional insured.
- e. Installations not in enclosed and locked patio enclosures must be covered and secured to prevent unauthorized access.
- f. Hot tubs and Jacuzzis will be covered at all times when not in use.
- g. The Association reserves the right to make an additional assessment for increased water usage should this situation occur.
- h. Recognizing that these installations represent the potential for a noise nuisance when they are used late at night, co-owners with these facilities are cautioned to use discretion regarding late night usage to avoid restrictions on the hours during which these facilities are permitted
- i. Should these facilities interfere with building maintenance or public utility activities, they may be disassembled and/or removed at the co-owner's expense.
- j. Failure to abide by these limitations and/or restrictions may lead to loss of approval for these facilities, and they may be removed from limited common elements at the co-owner's expense.

## **DECK SPECIFICATIONS**

Prior to the commencement of any modification to your patio area it is necessary to follow these steps:

1. A drawing of the proposed deck or cement patio must accompany the 'Modification Request' form and be submitted for approval by the Fox Chase Board of Directors. All construction must conform to the approved plans and must meet the Clinton Township B building Code.

2. The appropriate building permit(s) must be obtained from the Charter Township of Clinton by the co-owner or their contractor.
3. Miss Dig must be called (811) in order to mark buried electrical, gas, cable TV, and telephone utility lines.
4. Submit the final Construction Approval form from the Charter Township of Clinton to management for permanent unit record.

**DECK GUIDELINES THAT MUST BE FOLLOWED:**

1. The overall dimensions for the deck are limited by the size of your patio area as defined by the existing fence partitions (for staggered fencing contact the maintenance department for determination of the deck size allowed).
2. Decks must be made from clear cedar lumber, womanized lumber or engineered lumber.
3. Decks may not be attached to the building.
4. Decks may be enclosed but the enclosure gate must match the existing fence design and lumber used (Michigan White Cedar). As an option you may elect to install wrought iron or aluminum gate with a wrought iron appearance. All decks current or new must have lattice and wire mesh around the perimeter of the deck per July 2013 regulation.
5. All deck and patio designs (cement slabs, pavers, etc.) must leave a minimum of 12 inches of clearance from the unit and fence. No portions of the deck or cement patio (including steps) can extend into the common area.
6. All steps from unit to deck must be parallel.
7. Decks may not be painted.
8. All vegetation must be removed, and bare ground should be covered by a "weed mat" and then covered with stone or landscape material.
9. All open areas beneath the deck must be enclosed by a lattice and backed by a mesh screen.



## FRONT PORCHES

Front porches are access to the unit:

1. They must be kept free from all clutter & debris allowing all persons unobstructed access.
2. If size permits, porch furniture may be used during the summer season. During the winter season furniture must be removed and stored by the co-owner.
3. Bags of garbage are not to be left on the porch for any amount of time.
4. Garbage receptacles are not to be stored on porches. Charity items can be placed/left on the porch the day of pick-up only.
5. No tools, toys, bikes, grills or barbeques may be stored on the front porch (please use your patio for these items, and store them appropriately). Grills and barbeques may also not be used on front porches.
6. During the snow season, nothing should be left on your front porch to allow for prompt snow removal.
7. The steps and front porch must be kept free from any vines or ground planting.
8. The resident of the unit is responsible for timely removal of newspapers and periodicals.
9. Bicycles or pet tethers may not be chained or attached to porch railings or pillars.
10. No carpeting or any type of coverings may be glued or attached to porches or porch steps.

**The following restrictions apply to units that have coated porch pillars:**

1. They may not be painted.
2. They may not be punctured in any way (i.e. nails, screws, etc. except flagpole mounting brackets).
3. Flagpole mounting brackets may be attached to pillars. (The maintenance staff must do this). A work order must be submitted, and the maintenance staff **MUST** perform all installations.

## **FLAGS**

1. With respect to flags and banners, the mounting bracket should be of a type that will allow for various pole positions to clear any overhead obstructions and made of rustproof material such as aluminum, brass or bronze. The mounting hardware used must be bronze or stainless steel.
2. The flag will not exceed a size of four (4) feet by six (6) feet.
3. Only one flag mount per unit is allowed.
4. Flags & brackets may only be attached in the front of the units and must be installed by the maintenance department. An approved modification request form is required prior to installation.

Mounting brackets, hardware, mollies, and fasteners are to be provided by the co-owner. Labor to install the brackets and/or mounting hardware will be provided by the maintenance department on a no charge basis or at a rate to be determined by the Board of Directors.

All requests for installation of flags must be made in writing on a work order form with installation by the maintenance department.

## **SIGNS**

A "For Sale" sign may be placed inside the window of the co-owner's unit. A realtor's "Open House" directional signs, not to exceed three (3) signs, may be placed on the Condominium Common Elements on the weekends only, one (1) hour prior to and removed within one (1) hour after such "Open House" is over.

Security warning signs may be attached to the inside of the unit's windows.

One (1) political sign per unit may be placed inside the window for a period of one (1) month prior to and removed immediately after the political event.

No political or advertising signs of any kind may be placed on the exterior of the building or anywhere on the common grounds.

All other advertising devices or signs of any type are prohibited.

## **COMMON ELEMENTS**

Common Elements are defined in the Fox Chase Master Deed.

Any co-owner, or family member, who tampers with Fox Chase property which may be located inside a unit (example, the underground sprinkler control valves, the electrical controls for the security lights and/or sump pumps), will be in violation of the Fox Chase rules. This action may be subject to the fining procedure.

All co-owners within the Fox Chase Community who have community property inside their units must provide a key to the maintenance office. Examples of this property would include sump pumps, water mains, electrical mains or any other controls that would affect the entire building. In the event of an emergency, and a key has not been provided, the maintenance staff has the authority to break in. The co-owner will assume all costs to repairs for damages, which may be incurred.

## **LIMITED COMMON ELEMENTS**

Limited Common Elements are defined in the Fox Chase Master Deed.

All co-owners within the Fox Chase Community who plan to do any remodeling that may affect any other unit must notify the Maintenance Office before such work can begin (i.e., shutting off main water, electricity or gas).

Due to the threat of the West Nile Virus and other health threats to humans, no bird feeders, tossing of bread and/or food into the Common Areas is permitted. Any item that would contain standing water that would be a breeding ground for mosquitoes must be emptied regularly.

## **PORTABLE AIR CONDITIONERS**

Window air conditioners are not permitted. Nor shall any co-owner install, authorize, permit or allow the installation of any window air conditioners, exhaust fans or any item which protrudes through any perimeter. However, window fans installed that are flush with the exterior window opening are allowed.

## **WINDOW AND DOOR WALL REPLACEMENT**

Co-owners are responsible for cost of repair or replacement.

A Modification Request Form is required prior to contacting a contractor for replacement. This form may be obtained from the Community Manager or Maintenance Personnel. Return completed form to the Community Manager for Board of Directors approval. A response letter will be sent.

**MUNTIN BARS** Small white crossbars on some front windows. You have the option to replace with or without muntin bars. All windows must be consistent with other front windows of your unit – replaced or not.

**FRAME COLOR** Same color as existing windows and doorwalls is required.

**WINDOW STYLES** Replace double hung with double hung – sliders with sliders.

**WARRANTY** Copy of warranty on replacements should be submitted to the Community Manager indicating that the Fox Chase Association is also entitled to repairs under the warranty terms. Any repairs/replacements out of or without warranty are co-owners responsibility.

**COVERINGS** Windows and doorwalls, if covered, should be with generally accepted window and doorwall treatments (i.e. sheets, blankets and paper are not acceptable).

## **REQUIREMENTS FOR STORM DOORS**

The Community Manager is able to approve requests for new storm doors with the following stipulations.

- A. Must be black or white;
  - B. No “muntin” bars;
  - C. Must be metal;
  - D. Must have tempered safety glass; and
  - E. Glass cannot be frosted, smoked or have a distorted view. These can be dangerous and are a personal safety hazard for the co-owner.
1. Cost of purchase and installation is the responsibility of the co-owner.
  2. Varied designs are the option of the co-owner. The Property Manger has the option of disapproving any he perceives as being “extreme” or in poor taste.

## **DOMESTIC PETS**

Responsible Fox Chase co-owners or their tenants only may keep domestic pets such as dogs and cats, subject to the following:

1. Each domestic pet must be maintained in compliance with State Laws and Clinton Township ordinances.
2. All Exotic animals (reptiles or amphibians, etc.) are not allowed. Farm animals (pigs, chickens, etc.) are not allowed.

3. Dogs and cats must be leashed and accompanied by a responsible person and under control while on condominium grounds. Pets are not allowed in the clubhouse or pool area without prior authorization.
4. All pets (dogs and cats) must be attended to at all times while on condominium grounds. They may be tethered only *within* the patio area. No tethering is permitted around the perimeter of the unit or any other community area.
5. Pet refuse shall be immediately disposed of in a sanitary manner by the co-owner. If a co-owner fails to be responsible and pick up the pet waste immediately, the association will contract to have it picked up and the cost for this service will be added to the co-owner's unit account. Those fees will be due and payable with the next scheduled association payment.\*
6. Excessive or prolonged dog barking at *any time* is prohibited. If your pet fits in this category, it is recommended that you and your pet attend a pet behavioral class.
7. No pet shall endanger the safety of any person or create a hazard on or about the condominium premises. If this happens, your pet will be reported to the Clinton Township Police and/or the Macomb County Animal Control for action.
8. The cost of any damage caused by a pet shall be borne by the co-owner to whom the pet belongs, (i.e. common area grass, fence etc.).
9. Only residents of the unit are allowed to have house pets, no pet sitting or breeding will be permitted in the community.
10. If a co-owner receives three violations of any of the above rules, the association will require removal of the pet by the non-responsible co-owner. The fees for this type of removal will be borne by the co-owner responsible for the pet.

\*Once a violation has been sent regarding pet waste, if it hasn't been cleaned up within the allotted time frame of three (3) days, the maintenance staff has been authorized to clean it up and bill the offending co-owners account for the time. There will be a minimum charge of \$50.00 for this service.

**SATELLITE DISHES & WIRELESS ANTENNAS  
(FOR DISH SIZE ONE METER OR LESS)**

**LOCATION:**

The dish may be placed on co-owner's balcony or preferably in the patio. The dish cannot be attached to the building, roof of the building or the patio fence, or on the front of the building.

## **MOUNTING:**

1. The mounting and dish must be located in such a way as to avoid normal maintenance activities.
2. If located on the balcony, the dish may be temporarily installed with an available clamping device for attachment to the balcony railing. However, every effort should be made to stay within the balcony area.
3. A copy of the manufacturer's requirements and warnings must be provided with the co-owner's request for modification.
4. The unit must be mounted with sufficient support to maintain stability without attachment to the building or patio fence.

## **DISH LEAD-INS:**

1. If the dish is installed in the patio, the lead-in co-axial cable may run into the basement. Cables **cannot** run on the outside of the building to the second floor.
2. If the dish is installed on the balcony, the lead-in **cannot** run through the wall. The cable may be brought into the building under the door by using a flexible cable.

## **GENERAL PROVISIONS**

The co-owner must submit a *Request for Modification form* with a sketch attached. The sketch must include all items stated in those specifications. The Board of Directors must approve or disapprove the submission within 60 days of receipt from the co-owner.

The co-owner must remove the dish when the unit is sold unless the dish is sold to the purchaser and the purchaser assumes all obligations of the seller.

Any changes or upgrades to an approved existing satellite dish must be submitted to the Board of Directors with an additional Request for Modification.

Installations of satellite dishes larger than one (1) meter are not protected by the FCC regulations as of January 25, 2001. As a result, the Board of Directors will not approve installation of a satellite dish/reception device exceeding one (1) meter.

The co-owner(s) indemnifies and holds the Association harmless for all actions of whatsoever kind and nature involving installation use and removal of the dish, including any interruption in another signal caused by or related to the present installation.

The dish installation cannot interfere/disrupt/block existing underground utilities, sprinkler systems, down spouts, or exterior water spigots for common use.

The co-owner is required to call Miss Dig (811) prior to installation.

The co-owner must obtain a permit and comply with any applicable Clinton Township Ordinances.

No installation can begin until the countersigned approval has been received by the co-owner from the Board of Directors or the Project Manager.

## **TRASH**

Waste containers (commonly referred to as dumpsters) are located in various areas of the Association. All trash must be inside a plastic trash bag and sealed with a twist tie or tied appropriately *before* being placed inside the dumpster. Boxes must be flattened before being placed inside the dumpster.

Non-hazardous household items may be placed inside the dumpster. If they are too large to fit inside the dumpster, they should be placed next to a dumpster (not in front of) for pick-up. Large item pick-up is on Tuesday.

Hazardous materials, latex paints, oils, etc. cannot be placed in the dumpsters. Please contact the Macomb County health Department for proper disposal.

If making ANY home improvements, the contractor should remove off site any discarded materials. Please do not place any construction waste in any dumpster as space is limited for trash.

For any large volumes of trash that would cause a dumpster to overflow or become full, contact the Maintenance Department.

**YARD WASTE CONTAINER** (Currently located at the entrance of the parking lot at Bay N.)

This container can only be used for the following: grass clippings, weeds, shrubs (or trimming from same), tree branches, sod, bushes (or trimming from same). **ABSOLUTELY NO OTHER MATERIALS, I.E., PLASTIC BAGS, ROCKS OR OTHER NON-ORGANIC MATERIALS MAY BE PLACED IN THIS DUMPSTER.**

## **ASSOCIATION DOCUMENTS**

The records and contracts concerning the administration and operation of the Fox Chase Condominium Association shall be available for examination by any of the co-owners and their mortgagees at convenient times, i.e., during regular business hours.

An appointment must be made with the Management Office for a mutually convenient time. If the co-owner wishes to have copies of certain documents, the co-owner shall pay the cost of the copies.

A "Request to View Documents" form must be completed and signed by the co-owner and submitted to the Board of Directors for approval, which approval shall not be unreasonably withheld. Contact Management Office for a form.

Only data concerning the operation of the Association will be made available. NO PERSONAL information may be viewed.

## **CLUBHOUSE RULES**

### **GENERAL RULES**

#### **ANY MONEY OWED TO THE ASSOCIATION PRECLUDES THE USE OF ANY ASSOCIATION FACILITIES.**

1. The clubhouse and facilities are for the exclusive use of the co-owners and their guests. Requests to use any facility must go to the Management Office or the Clubhouse Director. Renters may use the facilities only if a copy of their Rental or Lease Agreement is on file with the Management Office prior to submission of a request for clubhouse usage.
2. All co-owners or their renters are financially responsible for any damages or actions of their family members and guests. There is a pre-rental and post-rental inspection to ascertain whether damage has occurred to the facility.
3. Fox Chase Condominium Association will not be responsible for loss to or damage of personal property. Residents and their guests will be expected to conduct themselves with decorum at all times and in compliance with the Condominium rules.
4. Smoking is prohibited in the Clubhouse and the pool area.

### **CLUBHOUSE RENTAL POLICY**

Refer to Clubhouse Rental Agreement for specific requirements.

In order to accommodate the co-owners of Fox Chase Condominium Association, the Board of Directors agrees that portions of the Clubhouse shall be available for rental under the following conditions:

1. Only a Fox Chase co-owner or their registered renter, in good standing, as stated in the General Information may rent the clubhouse facilities. Also, the person(s) renting the clubhouse must be in attendance at all times during the party.
2. The Upper Level only is available for rent.
3. Rental of Fox Chase Clubhouse must be for private parties and/or meetings.



4. The Board of Directors and Community Manager reserve the right to determine if a party is to be allowed.

Private party guests have access to rented area only and are required to remain in the building or front porch area. Usage of the pool is not available to private party guests.

For more detailed information, please call (586) 463-7050 and leave a message. You will be contacted within 2 days.

The Board of Directors reserve the right to determine and set forth special rules governing unique and unusual parties, and these rules will be binding only for the specified party.

Inaccurate or untruthful statements made in the application will void the contract and the co-owner will forfeit the deposit. Violations of these rules may also place the co-owner on an ineligible users list.

The co-owner(s) and/or renters with assigned rights renting the facility assume responsibility for the actions of all persons involved in the activity, and must be present at all times during the activity.

#### **PRIORITY OF USE**

1. Clubhouse facilities will not be available for rent on days that interfere with Association activities.
2. A wake may be held free at the Fox Chase Clubhouse, for a maximum of four (4) hours, to honor any former Fox Chase resident/co-owner.

#### **POOL RULES AND REGULATIONS**

1. The pool will be open week days, weekends and holidays during hours, which will be posted at the Clubhouse at the start of the pool season.
2. The decision to open the pool during inclement weather, i.e., rain, thunderstorms, etc., or when the outside temperature is not favorable to its use, will be made by the pool attendant/life guard and/or Management Agent.
3. In accordance with State Law, ACT 230 of P.A. of 1966, and as amended, only persons wearing proper swimming attire shall be permitted in the pool enclosure. (R. 325.2192 Rule 92, Sub Para 6.) Persons wearing casual attire (such as sneakers, shorts etc.) shall be permitted in the deck area.
4. Children under 12 years of age must be accompanied by a person assigned responsibility for the children who is a minimum of 16 years old - neighbor, relative, babysitter, etc.

5. A resident must accompany, register and pay \$2.00 for each of their guests per day. All residents must be with their guest(s) and are responsible for their guest(s).
6. Guests must pay a \$2.00 fee to use the pool and are allowed in the pool if the Lifeguard feels that the pool is not over crowded. When any co-owner contemplates more than four (4) guests on any one (1) day, he/she should check with the pool attendant/life guard. Four (4) guests are allowed without prior permission. Guests of children 12 or older will be allowed at the discretion of the pool attendant and/or lifeguard.
7. Eating in the pool enclosure, except in the designated areas, is strictly prohibited. Glass containers of any type are also prohibited in both the pool area and designated area. Beverages must be in plastic, metal cans, or paper cups. All portions of this rule will be strictly enforced. This rule is in accordance with State Law, ACT 230, etc., R 325.2192, Sub Para 7.
8. Toddlers must wear cloth diapers or training pants PLUS tight fitting rubber pants or commercially available "swimming diapers". If any family is caught violating the attire rules, pool privileges will be automatically taken from the entire family for the period of one week.
9. Absolutely no running or rough playing will be permitted.
10. Small flotation devices or toys may be permitted in the pool at the discretion of the pool attendant/life guard.
11. Any act of pollution or act of vandalism/malicious mischief in the pool area is forbidden and will result in immediate suspension of pool privileges and a restitution payment may be required before pool privileges may be considered for reinstatement. Any reinstatement will be at the sole discretion of the Board of Directors.
12. No radios are permitted except those requiring the use of earphones, i.e., Walkman type.
13. NO alcoholic beverages. Smoking by minors is prohibited in the pool area.
14. No one with an open wound or sore, which may contaminate the water, may enter the pool (State Law R 325.2192(1)). This rule applies whether or not a bandage, case or protective covering is worn. State Law R325.2192 (2) requires that everyone must shower and wash with soap before entering the pool. Any excessive oils, lotions or suntan products must be removed before entering the pool. No one with any eye, ear, nose, or throat infection, or any ailment, which may be considered communicable or tending to contaminate or pollute the water, may enter the pool.
15. No pets of any kind will be permitted in the pool enclosure.

16. All persons, including children using the pool and clubhouse, do so at their own risk. The Association will not be responsible for any accident, injury, loss or damage to personal property in connection with such use.
17. Chaise lounges are available to residents 16 and older first, and under 16 based on availability.
18. Any money owed to the Association precludes the use of the pool and any Association facilities.

## **FINES AND FINING PROCEDURES**

**FINES**                    **1st violation: Warning letter**  
                                  **2nd violation: \$50.00 fine**  
                                  **Subsequent violations: Correct violation at unit co-owners cost.**

## **FINING PROCEDURES**

It is the responsibility of the CO-OWNER to familiarize themselves with condominium documents such as Master Deed, By-Laws, etc., concerning restrictions and violations of various provisions.

A warning letter will be sent to the offending co-owner for the initial (1st) violation.

A second violation will result in an automatic \$50.00 fine. The co-owner will be notified in writing.

Third or subsequent violations: The Association will correct the violation and charge it to the account of the unit co-owner.

There will be no time limitation between violations.

## **LATE CHARGES**

Association Assessments (maintenance fees) are due on the 1<sup>st</sup> of each month and payable by the 8<sup>th</sup> of each month. Maintenance fees, fines or other charges received after the 8<sup>th</sup> will result in a late charge of \$40.00.

Personal checks returned for non-sufficient funds, stopped payment, and closed accounts will be charged at the following rates:

<b>1<sup>st</sup> returned check</b>	<b>\$25.00</b>
<b>2nd returned check</b>	<b>\$50.00</b>

At the discretion of the Management Company, you may be requested to pay your balance by cashier checks, certified checks, and/or money orders. All personal checks received will not be accepted and will be mailed back to the co-owner.

At the discretion of the Management Company, co-owners who are enrolled in the ACH program and have had several transactions returned for non-sufficient funds can have this service terminated. Written notice will be sent to the co-owner notifying of this termination. Accounts will be charged for all non-sufficient funds, stopped payments and closed accounts at the following rates:

<b>1<sup>st</sup> returned check</b>	<b>\$25.00</b>
<b>2nd returned check</b>	<b>\$50.00</b>

There will be no time limitation between non-sufficient funds occurrences.

Any reimbursements to co-owners will be reduced by the amount of any delinquencies owed.

## **COLLECTION PROCEDURES**

**NOTICE OF PAST DUE BALANCE** - Within approximately five (5) days of the late date (8th) established by the Board of Directors for Collection of monthly assessments, co-owners whose payments have not been received (postmarked as of the due date) are assessed a late charge of \$40.00 and a Notice of Past Due Balance is generated by the management office and mailed to the co-owner. Co-owners owing a total of two (2) months assessments or more will not receive a Notice of Past Due Balance. You will receive a collection letter from the Association's Attorney.

**ATTORNEY'S LIST** - At the time that the Notice of Past Due Balances are prepared, co-owners whose accounts are **TWO (2)** months or more in arrears (who owe two (2) times the amount of the regular monthly assessments or more) are tagged for inclusion in a report called the Attorney's List. Legal costs become the responsibility of the delinquent co-owner. The Attorney's List is forwarded to the Association's attorney for further collection activity, which will include:

**NOTE:** It is possible for someone to have assessments owing less than two months be included on the Attorney's List because additional late charges or other miscellaneous charges bring the total balance equal to or more than 2 month assessments.

**NOTICE OF INTENT TO LIEN** - A letter from the attorney informing the delinquent co-owner that if the balances owing are not brought current, a lien can and will be filed against the unit owner within ten (10) days. ***The cost of all legal fees will be charged to the delinquent co-owner's account.***

**WITHIN 30 DAYS OF THE LIEN BEING FILED** - If the co-owner ignores the notice of intent to lien letter, a lien is placed on the unit. You will receive a letter from the Attorney. *The cost of all legal fees will be charged to the delinquent co-owner's account.*

**AFTER THE LIEN IS RECORDED** - Based on co-owner response, or lack thereof, the Management Company will request to the Association's Attorney to begin an acceleration process of the delinquent co-owner's association fees through the end of the fiscal year. *The cost of all legal fees will be charged to the delinquent co-owner's account.*

**AFTER ACCELERATION** - If the delinquent co-owner has not responded to the acceleration notice, the Management Company will request to the Association's Attorney to start an action for Foreclosure. *The cost of all legal fees will be charged to the delinquent co-owner's account.*

**AFTER JUDGMENT OF FORECLOSURE** - A date for sale of the unit can be set by the court and then begins a series of dates for Sheriff Sale, Equity of Redemption and Perfection of Title from the Sheriff's Deed. Usually this action can take from six (6) months to more than a year to complete. *The cost of all legal fees will be charged to the delinquent co-owner's account.*

**AN ALTERNATIVE TO FORECLOSURE** - Would be a suit filed for a "Money Judgment" (a District Court Action), which can, in certain circumstances, be processed more quickly. However, there are also some limiting factors in connection with Money Judgment Actions and the management company and/or Association's Attorney could advise the Board on an "individual situation" basis as to whether or not we should pursue a Money Judgment vs. Foreclosure of a Lien.

Co-owners who are "seriously" in arrears in payment of their monthly assessments, and who have been referred to the Association's attorney for collection by way of foreclosure action more than once in ANY 12 MONTH PERIOD, will be required to pay all arrears, late charges, costs of collection, attorney fees, etc., and an "accelerated amount of assessments" (12 months) through and beyond the end of the then current year in order to stop the foreclosure process.

Example: If a co-owner has been referred to the attorney for collection for the second time during the year, (assume in June) the amount the co-owner is required to pay in order to stop foreclosure is the actual amount owed, plus late charges, collection costs, attorney fees, etc. *PLUS a "pre-payment" of assessments for the next 12 months (through May of the next year, in this example).*

**NO CO-OWNER, AND/OR MEMBERS OF THEIR FAMILY, OR GUESTS WILL BE PERMITTED TO USE THE FOX CHASE POOL AND/OR CLUBHOUSE FACILITIES AS LONG AS THEY ARE ON THE DELINQUENCY LIST.**

**IF A DELINQUENT BALANCE IS BROUGHT CURRENT, FULL PRIVILEGES WILL BE RESTORED TO THE CO-OWNER(S) INVOLVED.**

## Co-owner Information Request FOX CHASE

We would appreciate it if you would take a minute to complete the following form to be sure that our records are correct. Also, it would be helpful if you would indicate your phone number(s) and emergency contact persons (a friend, relative, or neighbor who could be contacted in the event of an emergency and you are not available). Example, flooded basement, building electrical outages, fire, etc. Please mail this form back with your monthly assessment payment.

Thank you.

Unit # \_\_\_\_\_  
Unit Address \_\_\_\_\_

Owner(s) Name(s) \_\_\_\_\_

Owner(s) Address \_\_\_\_\_  
(If different for Unit Address)

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Code

Owner(s) Home Phone# ( ) \_\_\_\_\_

Owner(s) Work Phone # ( ) \_\_\_\_\_

Owner(s) Pager # ( ) \_\_\_\_\_

Owner(s) Cell # ( ) \_\_\_\_\_

Owner(s) E-mail Address \_\_\_\_\_

1<sup>st</sup> Emergency Contact Person

Emergency Contact Person Phone # \_\_\_\_\_ Name \_\_\_\_\_  
( ) \_\_\_\_\_  
( ) \_\_\_\_\_  
Relationship \_\_\_\_\_

2<sup>nd</sup> Emergency Contact person \_\_\_\_\_

Emergency Contact Person Phone # \_\_\_\_\_ Name \_\_\_\_\_  
( ) \_\_\_\_\_  
( ) \_\_\_\_\_  
Relationship \_\_\_\_\_

**Note:** *If you do not occupy the unit please give us the name(s) and phone number(s) of the occupant(s).*

Occupant(s) Name(s) \_\_\_\_\_

Phone Number(s) \_\_\_\_\_ work \_\_\_\_\_ home \_\_\_\_\_

# FOX CHASE CONDOMINIUM ASSOCIATION

## REQUEST FOR MODIFICATION BY CO-OWNER

In accordance with the Rules and Regulations of the Fox Chase Condominium Association, co-owners are required to submit a Modification request form to the management office prior to beginning any project involving the following:

1. Exterior appearance of the unit (includes landscaping, storm door, window/door wall replacement, basement window replacement)
2. Exterior structural modifications to the unit (includes front porch railing, patio deck/pavers)
3. Interior structural modifications to the unit (moving/changing walls, plumbing, etc.)

Please attach a detailed explanation and sketch of the requested project including dimensions and materials to be used. If appropriate, these will be presented to the Board of Directors for approval/disapproval. You should be present at the meeting when your request will be discussed.

If your request is approved, by signing this form, you agree to hold the Association harmless from all liability associated with this modification. You are required to present to the Association for file the final approval after inspection by the Charter Township of Clinton (if permits are needed for your requested modification).

Name of Co(s) \_\_\_\_\_

Address of Unit \_\_\_\_\_

Telephone (home) \_\_\_\_\_ Other \_\_\_\_\_

Brief description of Modification:

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

Co-owner(s) Signature \_\_\_\_\_

Date received by management \_\_\_\_\_

Board of Directors Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Date: \_\_\_\_\_

Date of final inspection \_\_\_\_\_ Who inspected Modification? \_\_\_\_\_

Copies of warranties/inspections received for file:

\_\_\_\_\_

Comments by Community Manager:

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

**FOX CHASE  
BY-LAW OR COMMUNITY GUIDELINE/RULE INFRACTION**

As a Fox Chase condominium Association Member in good standing, I would like to register the following complaint(s) against the following Fox Chase resident(s) for violation of existing By-law, or Community Guideline/Rule of the Association.

**CO-OWNER (S) IN VIOLATION**

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE OF VIOLATION \_\_\_\_\_ TIME \_\_\_\_\_

COMPLAINT \_\_\_\_\_

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

It is strongly recommended that you first attempt to resolve any guideline/rule or by-law infraction by "direct" conversation with the offending party. If an amicable solution cannot be accomplished, the Association will pursue compliance with the Association By-laws and/or Guideline/Rules by whatever action is deemed necessary.

Have any previous attempts at resolution been attempted? Yes ( ) No ( )

If yes, please elaborate \_\_\_\_\_

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

Sample actions in violation of By-laws or Community Guideline/Rules:

- Pet running loose on common element
- Pet is dangerous or barks continually
- Feces not picked up by owner of pet
- Storing inoperable vehicles
- Playing games on common grounds (football, baseball, etc.)
- Other (use opposite side of page if necessary)

PLEASE PRINT:

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Please Note:** If this form is not signed, no action by the Board of Directors or AMI can be taken. If the party that you are registering this complaint against requests your identity, AMI may release that information, as necessary, to support the complaint.





LESSEE DOES PERSONALLY ACCEPT RESPONSIBILITY FOR ALL DAMAGES TO THE COMMUNITY BUILDING (CLUBHOUSE), ITS FURNISHINGS OR PROPERTY WHICH MAY RESULT FROM THE USE OF OR ARISE OUT OF THE RENTAL OF THE PREMISES OR ADJACENT COMMON AREAS, AND AGREES TO BE LIABLE FOR ALL SUCH CHARGES EXCEEDING THE SECURITY DEPOSIT.

LESSEE ACKNOWLEDGES THAT HE/SHE HAS RECEIVED A COPY OF THE FOX CHASE CLUBHOUSE RENTAL POLICY AND AGREES TO ABIDE BY THE RULES CONTAINED THEREIN AND THE ADDITIONAL DIRECTIONS OF THE CLUBHOUSE STAFF, THE MANAGEMENT COMPANY OR POLICE, FIRE OR SAFETY OFFICIALS FOR THE SAFETY OF PERSONS AND/OR THE PROTECTION OF PROPERTY.

**ONLY ACLING@ DECORATIONS ON CLUBROOM WINDOWS. NO HANGINGS OR POSTING OF BANNERS OR POSTERS IS ALLOWED ON THE WALLS. DECORATING IN THE BALLROOM LIMITED TO TABLE DECORATIONS OR FREE STANDING ITEMS. No "CONFETT" IS ALLOWED.**

**THIS SIGNED CONTRACT MUST BE SUBMITTED NO LESS THAN 30 CALENDAR DAYS PRIOR TO DATE OF RENTAL WITH PAYMENT.**

I/We herewith acknowledge that we have read and agree to be bound by all the Rules and Regulations and limitations regarding the use of the Fox Chase Condominium Clubhouse:

\_\_\_\_\_  
Co-owner(s) Signature

CLUBHOUSE DIRECTOR'S OR MAINTENANCE INSPECTION COMMENTS (AFTER USE)

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

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**FOX CHASE CONDOMINIUM ASSOCIATION  
CLUBHOUSE RENTAL RULES & INFORMATION**

1. The rental fee for the upper level includes the use of the ballroom, the living room area, the kitchen, entry, cloakroom and restrooms. Use of the conference room is not permitted.
2. The barrier gate at the head of the stairs is to be kept in place during the function. Guests and residents do not have access to the lower level. The party must furnish its own entertainment.
3. The resident is responsible for all facets of the activity and is required to be on the premises at all times during the function, including for any set-up time needed unless cleared by the director.
4. Table decorations and freestanding items are permitted. No tape or pins of any type are to be used. If seasonal decorations are a possibility check with the director to see if the clubhouse staff will be decorating.
5. Tables and chairs will be set up and taken down by the maintenance crew. If the tables must be moved during the function, there must be one person on each end and they must be lifted so as not to scrape on the floor. Caution should also be used when moving the chairs.
6. If any living room area furniture is to be moved, please check with the director and note the positions so it can be put back in place before you leave.
7. Use of the kitchen includes all the appliances plus a 90-cup coffeepot. Refrigerator and freezer may be used to store items a day in advance unless otherwise noted by the director. Stoves and ovens may be used for warming and reheating but not for long-term cooking. Eating and cooking supplies (plates & silver - pots & utensils) are not furnished, must be supplied by the renter.
8. Sideboards may be used except for items that are very hot, cold or too heavy for the safety of the glass tops. They cannot be moved.
9. Clean up: Kitchen must be restored to condition it was in before the function. Any spills in or on stove, on floor (including ballroom floor) must be cleaned but general sweeping will be done by maintenance. Trash bags must be taken to the Fox Chase dumpster. All decorations must be removed. When clean up is done, resident is to inform the director and make an inspection tour before leaving.
10. As mentioned in the contract, if alcoholic beverages are to be served, it is the responsibility of the resident to enforce the legal age for drinking. It may be an advantage to enlist the aid of one or more responsible adults to help with this task. Guests should remain inside

the building, not on the grounds outside (no food or drink should be permitted outside and any outside litter is also the responsibility of the resident). Also be aware that **no gambling and/or wagering may take place on the premises.**

11. If for any reason, the party gets "out of hand," the director on duty has the right to terminate the party and/or call in police if necessary.
12. If the Fox Chase Co-owner who applies for the rental of the Clubhouse for a private party is not in attendance at the party from inception to end of the party, then the Association shall deem the owner in default of the rental agreement and forfeiture of the security deposit will be mandatory. Also, if the owner renting the clubhouse is not in attendance as outlined above, the Clubhouse Director(s) may terminate the party and ask all guests, caterers, etc. to vacate the premises within one hour of the Clubhouse Director's notice of terminating the party.

Exceptions to the above policy will only be considered regarding forfeiture of the Security Deposit on a case-by-case basis if there is "reasonable" evidence satisfactory to the Board that an "emergency" or dire circumstance prevented the owner from attending the party.

13. Co-owner is responsible for assigning someone to assist guests with parking. Illegal parking will result in additional fees.
14. Refunds of the Clubhouse "Rental Fee" will not be made for ANY reason once the party or event has commenced.

**A Cancellation Fee will be charged if the Co-owner cancels rental:**

**\$50.00 NON-REFUNDABLE CANCELLATION FEE AT TIME OF RESERVATION.**

**AND**

Forfeiture of the \$250.00 Rental Fee if cancellation notification received less than two (2) weeks prior to the rental date, unless the Clubhouse can be rented to another Co-owner. Then (A) applies. ALL refund requests for return of Rental Fee and/or Cancellation Fee, when less than two (2) weeks notice is received, must be made in writing to the Fox Chase Board of Directors.

**I have read these rules and agree to comply with them and to be responsible for my guests.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Copies of ALL 4 pages of Contract & Rental Rules given to Renter for reference Prior to Party.**

**CHECK LIST FOR AFTER PARTY RENTAL**

Rental Resident Name \_\_\_\_\_ Date \_\_\_\_\_

- 1. Bathrooms (both men and women)
  - a) Need toilet paper \_\_\_\_\_ Need paper towels \_\_\_\_\_. (Yes or no)
  - b) Needs wiping up (sink \_\_\_\_\_ floor \_\_\_\_\_ mirror \_\_\_\_\_. (Yes or no)
- 2. Kitchen
  - a) Stoves (Need cleaning - yes or no)  
Tops \_\_\_\_\_ ovens \_\_\_\_\_.
  - b) Refrigerator \_\_\_\_\_. (Needs cleaning - yes or no)
  - c) Trash emptied \_\_\_\_\_. (Yes or no)
  - d) Floor \_\_\_\_\_. (Needs sweeping - yes or no)
  - e) Counter tops \_\_\_\_\_. (Cleaned-yes or no)
  - f) Coffee pot(s) \_\_\_\_\_. (Cleaned-yes or no)
  - g) Sliding window closed & locked \_\_\_\_\_. (Yes or no)
- 3. Ceiling fans turned off in all areas \_\_\_\_\_. (Yes or no)
- 4. Ball room
  - a) Floor needs sweeping \_\_\_\_\_. (Yes or no)
  - b) Floor needs mopping \_\_\_\_\_. (Yes or no)
- 5. Doors Closed and locked \_\_\_\_\_. (Yes or no)
- 6. Cloak room (all items returned and personal items removed) \_\_\_\_\_. (Yes or no)
- 7. Foyer
  - a) Needs Sweeping, Mopping \_\_\_\_\_. (Yes or no)
- 8. Conference room adjacent to living room \_\_\_\_\_. (OK?)
- 9. Furniture in order \_\_\_\_\_? (Yes or no)

Signed \_\_\_\_\_  
Clubhouse Director \_\_\_\_\_ Renter \_\_\_\_\_

CC: Renter  
Copy left for maintenance

Comments by maintenance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hold Deposit check: \_\_\_\_\_  
Signature

NO REFUND OF DEPOSIT UNTIL THIS FORM IS SUBMITTED WITH APPROVAL TO MANAGEMENT.

Refund of \$ \_\_\_\_\_ sent \_\_\_\_\_.

**FOX CHASE CLUBHOUSE RENTAL EVALUATION**

Please complete this form and drop it in the maintenance mail slot

Date of Rental \_\_\_\_\_ Room \_\_\_\_\_

- 1. Was the table set up as you requested? Yes \_\_\_\_ No \_\_\_\_
- 2. Were the items you requested available? Yes \_\_\_\_ No \_\_\_\_
- 3. Was the room in acceptable condition? Yes \_\_\_\_ No \_\_\_\_
- 4. Was the Clubhouse Director readily available? Yes \_\_\_\_ No \_\_\_\_
- 5. Were the appliances clean? Yes \_\_\_\_ No \_\_\_\_
- 6. Were the rest rooms clean? Yes \_\_\_\_ No \_\_\_\_
- 7. Were there sufficient supplies? Yes \_\_\_\_ No \_\_\_\_
- 8. Would you consider renting the room again? Yes \_\_\_\_ No \_\_\_\_

If no, please explain \_\_\_\_\_

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\_\_\_\_\_  
Signature of Co-owner

\_\_\_\_\_  
Date

Thank you for your comments. Fox Chase Board of Directors

**REQUEST TO VIEW DOCUMENTS**  
**FOX CHASE CONDOMINIUM ASSOCIATION**

\_\_\_\_\_ Date

I (we), \_\_\_\_\_  
Full Name(s) of Unit Owner

\_\_\_\_\_ Address

Request approval to view the following documents of the Association:  
(Please be specific) (Include dates, if known)

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

\_\_\_\_\_ Signature

Only data concerning the operation of the Association will be made available. **NO PERSONAL** information, i.e., status of dues, mortgages, etc., concerning specific units will be revealed.