

# **East Lansing City Center Condominium Association**

## **ELCCCA Rules and Regulations**

**(and other general information)**

*as approved by the Board of Directors on  
09-12-2002, 01-13-2003, 02-18-2003, 07-17-12, and 02-23-23.*  
[with update of management company change as of January 1, 2023]

### **Introduction**

Harmonious living in a condominium community requires little more than a thoughtful sensitivity to the need of others and an awareness of the Rules and Regulations. These pages contain Rules and Regulations and other information governing the most frequent activities. Consider them a starting point in being a good neighbor. If you have further questions, contact a member of the Board of Directors.

Please realize that while these rules were current at the time of printing, they may be changed from time to time. Future and amended copies of the Rules and Regulations will be available in the Business Center and on the ELCCCA website, [www.elccca.com](http://www.elccca.com).

Residents are reminded that our condominium documents empower the ELCCCA to assess fines for offenses committed.

## Important Information

<b>Emergency</b> .....	911
<b>Police/ Fire (non-emergency)</b>	
Paramedic Services – 409 Park Lane.....	351-4220
Parking Authority – 409 Park Lane (after hours).....	351-4220
Police Information Line.....	351-7987
<b>Parking Department</b> .....	337-1277
(located next to entrance/exit of colorful parking structure)	
<b>City of East Lansing</b> .....	337-1731
<b>East Lansing Library</b>	
950 Abbott Rd.....	351-2420
<b>East Lansing Post Office</b> .....	351-3205
General Information.....	1-800-ASK-USPS
<b>MSU Information</b> .....	353-1855
<b>State of Michigan General Information</b> .....	373-2730
<b>Restaurants</b>	
Buffalo Wild Wings .....	333-2999
Coldstone Creamery .....	337-9550
Cosi .....	332-6500
CVS Pharmacy .....	336-8316
Leo’s Coney Island .....	708-8580
Omi Sushi .....	337-2222
Raising Cane’s.....	318-1420

### Management Company for City Center

Krimson Property Management, LLC Condo Services  
1575 Watertower Place

Crystal Smith

East Lansing, MI 48823

Office..... 333-9622  
After Hours Emergency.....342-1045

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**ELCCCA**  
**Rules and Regulations**  
**(and other general information)**

**ADDRESS and TELEPHONE CHANGES**

Unit Owners are encouraged to advise the Board of their current email, mailing address and telephone number throughout the year. This information facilitates receipt of all ELCCCA mailings. This information is also important in case of an emergency involving your unit.

Please hand-deliver the information to a Board Member or mail it to:

Krimson Property Management  
1575 Watertower Place  
East Lansing, MI 48823.

# ELCCCA

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Name(s)

---

Address

Unit Number

---

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Telephone/Cellular

---

E-mail (For Newsletter Distribution)

## **Emergency and/or Tenant in Unit**

---

Name

Unit Number

---

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Telephone Number

Return to Board Member  
or mail to Krimson

## **BOARD MEETINGS**

Board meetings are generally held at least quarterly in the Business Center on the 3<sup>rd</sup> floor at 6:00 p.m. Notice of the date and time will be posted in the Business Center. Unit Owners shall have the right to participate in meetings of the Board of Directors, and Committees, to the extent required and permissible under applicable law, subject to the following rules:

- Unit Owners may make statements on any topic pertaining to ELCCCA during the Owners' Comments section of a Board Meeting. Each Owner's statements should not exceed 5 minutes.
- Unit Owners may not make or second motions; may not participate in discussions after 'Owners' Comments' is concluded; and may not vote.

Minutes of all Board meetings will be maintained by the Secretary and posted in the Business Center. Recording by electronic devices is prohibited.

## **BULLETIN BOARDS**

The designated location for the posting of all official ELCCCA Notices is on the bulletin strip in the Business Center.

ELCCCA will provide a bulletin board in the Refuse Room on each floor for the exclusive use of residents. Notices must be dated and must be removed after 30 days. Undated notices will be removed immediately. Commercial postings, including those of non-profit groups, are prohibited and will be removed.

Board recognized ELCCCA organizations may post announcements on the bulletin boards. Organizers are required to remove all outdated notices from the bulletin boards. Notices from the ELCCCA, both official and unofficial, shall take priority over all other postings.

## COLLECTION POLICY

Association Assessments are due on the 1<sup>st</sup> day of the month in accordance with Article III Section 4 of the Condominium Bylaws. Any payments received after the 10<sup>th</sup> of the month shall be assessed a \$25.00 late charge.

1. First month installment delinquent. A reminder letter will be sent from the Accounts Receivable Department of the management company by the 20<sup>th</sup> of the month reminding the respective co-owner of his/her delinquent status and requesting full payment including penalties, late charges and fines within 10 days. The letter will be sent regular mail.
2. If no response by the end of the month, a second delinquency letter will be sent from the Accounts Receivable Department of the management company requiring payment within 10 calendar day including penalties, late charges and fines. The letter will be sent regular mail.
3. If no response regarding the delinquency or a second month installment is due by the 10<sup>th</sup> of the following month, the management company will send the coowner's file to the Association attorney. The Association attorney will send a lien warning letter requesting full payment of the delinquent Association dues including all penalties, administrative fees, and fines within ten (10) days of the date of the letter. Failure to make full payment, within ten (10) days will result in a lien being placed on the co-owner's unit. No further notices of delinquency will be sent by the Accounts Receivable Department of the management company and all contact by co-owner will be referred to the Association attorney.
4. The co-owner can request consideration in writing in which an explanation of the delinquency is provided and a payment plan is defined. The acceptance of the payment plan is subject to the approval of the Board of Directors. If the payment plan is approved, the co-owner will be expected to comply with the plan. Failure to make payments, by even one month, as scheduled will nullify the agreement of the payment plan. Immediate and full payment of the delinquency will be required or legal action will be initiated, up to and including foreclosure.
5. More than Three (3) months delinquent – The Board will decide whether to initiate foreclosure action on a lien filed by the attorney. The Board decision will be referred to the Association's attorney for appropriate action.
6. The Board retains the right to Accelerate Payments against habitually delinquent co-owners. This means the co-owner will be required to pre-pay the association assessments for the balance of the fiscal year.



7. Co-owners will be responsible for all charges assessed by the Association resulting from the collection process, including but not limited to, all attorney costs and expenses related to the filing of liens and foreclosures, correspondence related to the delinquency, conversations with attorney related to the delinquency, costs related to the investigation of the account and miscellaneous fees as may be applicable.

8. **In accordance with Article III, Section 4 (c) Payments shall be applied as follows:**

**First to: The costs of collection and enforcement of payment, including actual attorneys' fees;**

**Second to: To any late charges, interest charges and fines for late payment on the installments; and**

**Third to: To installments in default in order of their due dates.**

## **COMMITTEES**

From time to time the Board may form committees for advice and input. Committees have no power to act for or on behalf of ELCCCA. All residents are invited to attend and participate in committee meetings. Schedules for committee meetings will be posted on the bulletin board strip located at the Business Center and/or distributed by email.

## COMMON AREAS

- All ELCCCA common areas are designated as **No Smoking** areas.
- All users of all the facilities are required to remove all trash and any materials or equipment brought in from the outside. ELCCCA will assess charges against anyone abusing or causing damage, ELCCCA being the sole judge of such.
- The White Pine (unless a reservation has been submitted and approved), Business Center, and Exercise Rooms will be available for residents' use for non-commercial purposes.
- Residents may reserve the White Pine Room for private use at a fee established by the Board of Directors. See Reservation Forms following. Copies are located in the Business Center.
- When utilizing common areas, persons under 12 must be accompanied at all times by a parent or designated guardian.
- The commercial hallway behind the stairway to the basement is not to be used by residents except in case of emergency. Trash is not to be placed in the commercial hallway. Costs to remove trash left in the commercial hallway will be billed to the co-owner of the unit responsible for placing the trash in the commercial hallway.

## **White Pine Room**

The White Pine Room is available for your use, free of charge, for non-commercial purposes between the hours of 8:00 A.M. and 12:00 Midnight.

The co-owner of the unit making the reservation is responsible for the prompt clean up of the room immediately following the event. In the event the room is not cleaned, the co-owner of the unit making the reservation will be billed for the cost of cleaning.

The co-owner of the unit making the reservation is responsible for the behavior of guests, whether invited or uninvited, in the White Pine Room and anywhere in the common areas of the Condominium. In the event damage to the common areas or theft of Association property results, the co-owner of the unit making the reservation will be charged for its repair or replacement.

Please ensure that your event is conducted in a manner that does not interfere with your fellow Co-owners' quiet enjoyment of their Units.

Reservation Forms are available in the White Pine Room for submission by the co-owner of a unit. The room will be reserved upon its receipt. Please complete the form and follow the instructions regarding proper filing of the form to ensure the room is available for your event.

Remember, reservations are granted on a first come, first served basis.

**East Lansing City Center Condominium Association  
Reservation Request for the White Pine Room**

Date \_\_\_\_\_

Unit Number \_\_\_\_\_

Name of  
Co-Owner \_\_\_\_\_

Date of Reservation \_\_\_\_\_ Hours Requested \_\_\_\_\_

Purpose \_\_\_\_\_

The White Pine Room is available for your use, currently free of charge, for non-commercial purposes, during the requested hours upon receipt of this reservation. The room may be used during the hours of 8:00 A.M. to 12:00 Midnight. You are responsible for prompt cleanup of the White Pine Room after your use. In the event the room is not cleaned, you will be billed for the cost of cleaning.

You are also responsible for the behavior and actions of your guests in the White Pine Room and anywhere in the common areas of the Condominium as well as any damage done. In the event that damage to the common areas or theft of Association property results, you will be charged for its repair or replacement. We ask that your event be conducted in a manner that does not interfere with your fellow residents' quiet enjoyment of their units.

When you have completed this form, please mail or fax it to:

Krimson Property Management, LLC  
1575 Watertower Place  
East Lansing, MI 48823

Please enjoy the room.

## **CONTRACTORS, VENDORS, AND SERVICE PERSONNEL**

- Contractors, vendors and service personnel shall not block roadways at any time, or dispose of any refuse in ELCCC Refuse Rooms, dumpsters, or recycling containers or in the City of East Lansing Parking Facilities.
- **All contractors must remove their own debris from the site, and clean up. Failure to clean area will result in assessment to co-owner of unit responsible.**

## **DECORATIONS**

### **Exterior**

- Exterior decorations are not permitted.

### **Interior**

- Christmas Trees

Yes, the Grinch has stolen Christmas. At least, the Grinch has modified Christmas somewhat. We have been advised by the Fire Marshal that the use of live trees as Christmas decorations, or for any other purpose, is prohibited, unless the tree is a live tree accompanied by a bagged and watered root-ball. In light of this prohibition, the Board of Directors adopts the following policy:

Natural trees may not be used as holiday decorations in any manner. This includes, but is not restricted to trees and wreaths or other decorations made from the branches or boughs of natural trees.

Non-flammable decorations are permitted and encouraged.

## LEASING OF UNITS

The first amendment to the Master Deed, made and executed on January 22, 2016 and recorded on February 10, 2016, prohibits residential co-owners from leasing their units. Units with a current valid rental license issued by the City of East Lansing on or before September 15, 2015 are exempted from this prohibition as long as the rental license issued by the City of East Lansing is valid.

Under Article VII, Section 13 of the Condominium Bylaws, the Board of Directors is exercising its responsibility to adopt definitions, rules and regulations regarding the leasing of individual residential co-owner units for units with valid rental licenses issued by the City of East Lansing on or before September 15, 2015.

Under Section 13, the Board must be provided with an exact lease form. The Board of Directors adopts the following definition of “lease form”

A lease form is a completed lease containing no less than the following information:

- (1) identifying number (address) of unit proposed for rental;
- (2) identity of co-owner lessor(s); and
- (3) identity of proposed tenant(s);
- (4) a term of no less than two years;
- (5) language prohibiting subleasing or assignment;
- (6) language requiring compliance with all condominium documents and
- (7) language requiring compliance with all applicable laws. The lease form must comply with either the Class I or Class III licensing requirements pursuant to City of East Lansing ordinances.

Under Section 13 of the Bylaws a tenant must be a “Permitted Occupant.” Section 7.3 of the Master Deed places restrictions on person(s) who may be a permitted occupant. The Board adopts the following definition of a “Permitted Occupant”

If a co-owner resides in a unit, a Permitted Occupant is one (1) related or unrelated person, provided that the co-owner complies with City of East Lansing ordinances.

If a co-owner does not reside in a unit, a Permitted Occupant is a family, as defined under City of East Lansing ordinances. In accordance with City of East Lansing enacted laws, a family “shall mean one person, two unrelated persons; or where there are more than two persons residing in a dwelling unit, persons classified constituting a Family shall be limited to husband, wife, son, daughter, father, mother, brother, sister, grandfather, grandmother, grandson, granddaughter, aunt, uncle, stepchildren and legally adopted children, or any combination of the above persons living together in a single dwelling unit.”

Pursuant to Article VII, Section 7 of the Bylaws, the Board of Directors adopts the following rules and regulations with respect to the leasing of units:



Rules and Regulations related to Lease Approval Process for Units with Valid Rental Licenses Issued by the City of East Lansing on or before September 15, 2015

1. Co-owner/lessor delivers to a member of the Board of Directors a signed Application To Lease, a signed Addendum To Residential Lease Agreement, and a completed lease form, and obtains written or oral acknowledgement of receipt not less than ten (10) business days prior to proposed lease commencement date;
2. Co-owner separately identifies any other person(s) who will reside in the unit proposed to be leased;
3. The Board of Directors responds in writing within ten (10) business days. Failure of the Board of Directors to respond within such ten (10) day period results in a deemed approval of a lease complying with these rules, the condominium documents, any other restrictions running with the land, and qualifying for a Class I or Class III rental license pursuant to City of East Lansing ordinances;
4. All approvals granted by the Board of Directors in writing are valid for ninety (90) days. The approval of a lease in no way may be implied as approval of future rental of a unit. If co-owner applicants fail to file for a Class I or Class III rental license within such 90 day period, the approval is automatically revoked; and
5. If a co-owner lessor fails to renew a City of East Lansing rental license in accordance with City of East Lansing ordinances, any approval of such lease is deemed revoked from such date. The renewal of a license to rent from the City of East Lansing does not constitute approval of the rental of a unit by the Board of Directors of the Association.

East Lansing City Center Condominium Association (ELCCCA)  
Application to Lease for Units with Valid Rental Licenses Issued by the City of East Lansing on or before September 15, 2015

In accordance with the provisions of ELCCCA Rules and Regulations, I hereby serve notice that we desire to accept a bona fide offer made to us by:

Applicant(s): \_\_\_\_\_

to lease Unit No.: \_\_\_\_\_ Storage Space: \_\_\_\_\_

The attached lease is for the period starting \_\_\_\_\_ and ending \_\_\_\_\_ which is a period of at least 2 years in accordance with provisions of the Condominium Documents and the Rules and Regulations of the ELCCCA.

Lessor agrees to attach the 'City of East Lansing Lease Addendum Form'. Further, Lessor agrees to supply the Lessee a copy of the Rules and Regulations upon signing the lease of the Unit by the Lessee.

Lessor agrees to attach a signed "ELCCCA Addendum to Residential Lease Agreement".

Both Parties will be bound by the Condominium Documents including but not limited to the Rules and Regulations. As Lessor I acknowledge that I am responsible to ensure that my tenants comply with ELCCCA Rules and Regulations.

The ELCCCA, including its agents and employees, in the event it consents to the lease, is hereby authorized to act as my agent with full power and authority to take such action as may be required to compel compliance by my Lessee and guests with provisions of the ELCCCA Condominium Documents, the Rules and Regulations of the ELCCCA, and other applicable laws and regulations. In the event of a violation of any of the above by the Lessee or the Lessee's guests, the ELCCCA shall have the right to take such action as it determines necessary in its sole discretion, including the right to terminate the leasehold and commence an eviction action on my behalf. Notwithstanding the above authority, it is recognized that the ELCCCA is not obligated to take enforcement action but may elect to do so at its discretion. I agree to reimburse the ELCCCA for any attorney's fees and/or cost incurred while acting as my agent in the enforcement of the lease, pursuant to this paragraph.

In order for you to facilitate consideration of my application for lease of the above Unit, Lessor has caused the proposed Lessee to complete the attached "ELCCCA Addendum to Residential Lease Agreement". We are aware that any falsification or misrepresentation of the facts in the attached application will result in the rejection of this application to lease.

Attached is a check payable to the ELCCCA for \$100 to cover processing costs.

As Lessor, I understand that you will notify me in writing within 10 business days from the date of your receipt of this application package whether the lease has been approved.

Dated: This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Lessor: \_\_\_\_\_

Lessee: \_\_\_\_\_

Approved: \_\_\_\_\_ Check Number \_\_\_\_\_ Date: \_\_\_\_\_

EAST LANSING CITY CENTER CONDOMINIUM ASSOCIATION (ELCCCA)  
ADDENDUM TO RESIDENTIAL LEASE AGREEMENT

This ADDENDUM, made by and between \_\_\_\_\_  
hereinafter referred to as "Lessor" and \_\_\_\_\_  
\_\_\_\_\_ hereinafter  
referred to as "Lessee", so that certain Lease Agreement dated \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_\_:

Pursuant to the provisions of ELCCCA Rules and Regulations and in consideration of the approval of the attached Lease Agreement by the Board of Directors of ELCCCA, Lessor and Lessee hereby agree to incorporate the following terms and provisions, conditions and covenants into their Lease Agreement and to abide thereby. In case of any conflict, the terms of this Addendum shall control.

- a. Lessee acknowledges receipt of a complete copy of the Rules and Regulations and agrees to abide by that document and to any and all restrictions in the 'Purchaser Information Package' (a copy of which is available in the file cabinet in the Business Center) including but not limited to Master Deed, By Laws and Disclosure Statement (tabs 1-3) governing the conduct of occupants in the condominium, and acknowledges that he has read and understands them. Further, Lessee agrees that he is responsible for ensuring that all Lessees, guests, occupants or other users of the unit also abide by said documents.
- b. The Unit shall be used and occupied solely for single family residential purposes and for no commercial purpose whatsoever; provided, however, that lawful occupants of the Unit may use such Unit for home office use provided they are not conducting commercial activities with other persons within the Unit. The Unit shall not be occupied by any persons other than Tenant and Tenant's family except as permitted by ELCC condominium documents; nor shall any occupancy exceed the licensing requirements of the City of East Lansing.
- c. Tenant and permitted non co-owner occupants shall comply with all of the conditions of the ELCC condominium documents, condominium rules and all applicable laws, rule, regulations and orders of the federal, state and local government agencies, including, without limitation, City of East Lansing Ordinances 915 and 915-A (being Article X of Chapter 101 of Title VIII of the Code of the City of East Lansing) applicable to the occupancy of such unit.
- d. No tenant or non co-owner occupant shall have a right to sublease or assign its interest in this lease or in the Unit.
- e. The term of this lease shall be for a period of not less than two (2) years unless otherwise specifically approved in writing by the ELCCCA.
- f. Lessee agrees to be jointly and severally liable with the unit owner for any damages to the condominium property, or other injuries or damages caused by the acts, omissions or negligence of Lessee, and those claiming by, through or under him.
- g. Lessor hereby appoints ELCCCA as its agent, for purposes of enforcing the Lease Agreement, with the right to pursue those remedies provided by local and Michigan statutes, including the right to evict the tenant. Provided however, nothing shall obligate the ELCCCA to undertake any action of that nature, it being the intent that the ELCCCA has the discretion to do so, and to the extent that the ELCCCA incurs

Lessee(s)\_\_\_\_\_ Lessor(s)\_\_\_\_\_

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costs and attorney's fees as a result thereof, Lessor shall be obligated to reimburse the ELCCCA for these costs and attorney's fees.

h. If Lessor becomes delinquent in paying regular or special assessments to the ELCCCA, Lessor and Lessee agree that the ELCCCA shall have the right and authority to notify then in writing of said fact, and if the delinquency is not brought current within 10 days after the date of the notice, that all future lease payments shall be made by the Lessee directly to the ELCCCA. Upon receipt of any lease payments, the ELCCCA shall apply it to delinquent assessments, and to the extent there is a balance after said application, promptly remit same to Lessor.

i. Unless otherwise indicated in the Lease Agreement, Lessee shall have all use rights to the common area. Lessor acknowledges that they shall have no right to use the ELCCCA property or common elements otherwise readily available for use generally by unit owners, except in the capacity of a guest of an owner or tenant.

Except as modified herein, the Lease Agreement shall otherwise remain unchanged. IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
As to Lessee As to Lessor

Date \_\_\_\_\_ Date \_\_\_\_\_

## **Parking Policy**

Due to the limited parking spaces allotted to East Lansing City Center Condominium by the City of East Lansing, it is imperative that you as a resident understand and abide by the following parking policies as set forth by the East Lansing City Center Condominium Association Board of Directors in accordance with the Condominium Documents and the City of East Lansing Parking Department Regulations.

Parking is no longer handled through the ELCCCA.

All parking matters, including but not limited to registration, billing, and fines, are handled through the City of East Lansing Parking Department.

### **Parking Registration**

The issuance of a parking permit (pass) requires the co-owner to provide certain specified information to the city.

The owner (or legal operator) of the vehicle must reside in a unit at East Lansing City Center Condominium. Each resident at East Lansing City Center Condominium must register the vehicles for their unit with the City of East Lansing Parking Department.

### **Parking Permits**

Parking permits are issued through the City of East Lansing Parking Department. Each residential condo within the City Center is allowed up to two (2) parking permits at a discounted rate. This discounted rate is negotiated between the ELCCCA and the City of East Lansing.

### **Additional Parking Permits**

Additional parking permits are available through the City of East Lansing Parking Department at current market rates.

### **Visitor Parking**

No visitor parking is made available through the Association. Visitors may use the Parking structure as cash paying customers or street level metered parking.

### **Parking Structure Hours of Operation and Overnight Parking**

The parking structure is open 24 hours. Individuals may pay at the pay stations located on the ground floor or may pay at the exit. The exits are no longer attended.

### **How Access Cards Work**

Your access card is controlled by the Parking Department's computer system. It keeps track of all Access Card activities. You **must** use your card **every time** you enter and exit the ramp, even if the gates are up. *(Any deviation from this sequence will result in an out of*

*sequence error, causing your card not to work.)* If your card fails to work, you must go to the Parking Department located at entrance/exit of the colorful parking structure, 8am-5pm, Monday-Friday. Parking Department phone number is (517) 337-1277.

### **Where to Park with a Parking Pass**

In general, you may park anywhere within the ramp, including the “gated” area on the fifth floor and above. You must use your parking pass to pass through the “gated” area on the fifth floor in the same way that you use your card to enter and exit the ramp – you must use your card every time you enter or exit, even if the gate is up.

You may not park in parking spots labeled “Reserved” unless you have a valid permit to park there.

Do not park in parking spots labeled “Handicapped” unless you have a valid handicapped permit.

### **Parking Violations**

Parking inspections for unregistered vehicles is made randomly 24-hours a day, on weekdays and weekends. Unregistered vehicles will be tagged with a “parking violation” and will be recorded. If this vehicle is found again in the parking area after 48 hours have elapsed, it will be towed without notice at owner’s expense.

Unauthorized registered or unregistered vehicles found parked in an assigned space are subject to immediate towing without warning (at the expense of the owner).

### **Parking Area Restrictions**

The City of East Lansing has ordinances restricting certain activities within the parking structure. Examples include, but are not limited to: car repairs, washing your car in the ramp, oil leaks, anti-freeze leaks, house trailers, RV’s, snowmobile trailers, boat trailers, camping vehicles, and speeding within the parking ramp. You are responsible for any violation of City ordinances. Violation of City ordinances may subject you to towing at your expense.

The Association and the City of East Lansing is not responsible for vandalism, vehicle damage, or theft occurring in the parking structure.

## Security

The physical security of our building, its residents, guests and their personal property is of paramount concern to the Association and its members.

Access to the building is controlled by both passive and active means. Each resident has access to the building through the use of an electronic fob/key system. Additionally, people may be admitted by use of the telephone system.

Access to each unit is controlled by key. There are two locks on each door, one is a deadbolt lock and the other is incorporated into the door handle.

Please follow these simple rules to ensure your safety and security as well as that of your fellow residents:

1. Never prop open an exterior door. If you see a door propped open, please close it and remove whatever is being used to hold the door open and dispose of it. Co-owners and residents are required to inform any contractors doing work on their condominium that exterior doors are not to be left propped open. Co-owners and other residents may be held financially responsible for damages if a door propped open by a contractor leads to entry by a person who is not a co-owner, resident, or invited guest who then causes damage to the building. The Board of Directors is permitted to make exceptions to the directive barring propped exterior doors on a case by case basis when there is a demonstrated justification for a door being propped open, such as when the hallway carpets are cleaned by using equipment that is operated from the parking garage.
2. Lock your unit door. Do not rely on the lock incorporated in the door handle but, rather, use your deadbolt lock. The door handle lock provides minimum security and can be defeated quite easily using simple techniques.
3. Make certain that you know the identity of everyone you “buzz” into the building using the phone system. While inconvenient, if you are uncertain who it is, please go to the front door and identify them as someone entitled to entry.
4. Use caution and do not let anyone enter the building when you enter or leave unless you know that person to be someone entitled to entry.
5. If you see anyone you do not recognize behaving in a suspicious manner, ask them who they are and what their business is in the building. If you are uncomfortable doing this, do not hesitate to call the police for their assistance.

## **TRANSFER OF OWNERSHIP**

Upon any transfer the following Condominium Documents must be provided to the transferee:

- (1) Master Deed,
- (2) By Laws,
- (3) Disclosure Statement,
- (4) Rules and Regulations as established by the ELCCCA, and
- (5) current lease notification in effect, if any, at time of transfer.



## Trash Disposal

There is a Refuse Room on each floor, centrally located in the main corridor. Each room has an electronically locked refuse chute door. To operate the door:

1. Rotate the handle to the vertical position,
2. Press the small black button, then,
3. Pull the chute door open,
4. Place your trash down the chute and, 5. Close the door.

There is a small red light on the chute door, which will illuminate whenever the refuse system is inoperative. In the event the chute is full or inoperative, place the bag on the floor of the refuse room. Do not store trash or refuse in the hallway.

All trash should be placed in standard kitchen trash bags before placing in the chute. Do not place loose items in the chute.

Small and/or cut up cardboard, small and/or cut up pizza boxes, and recyclables should be placed in the recycling box provided in the refuse room. Please do not place the following items in the refuse chute:

1. Garbage. This includes organic items of any kind. Use your garbage disposal.
2. Animal waste or cat litter. This is a health hazard to Co-Owners as well as the person disposing of the trash.
3. No loose trash or untied bags

Never store trash or refuse in the hallway.

Each Unit has been given a fob by the city to allow access to the “dumpster garage”. The “dumpster garage” is located on the side of the parking ramp in the alley’ and looks like a huge garage door. Please place oversized articles, pizza boxes, cardboard boxes or items inappropriate for disposal in the refuse chute in these dumpsters.

## **Trash Disposal**

**Please do not place boxes of any kind in the chute.**

**Do not put cat litter or animal waste in the chute. Bags are often torn open by the compactor, causing a serious health risk.**

**Do not place loose trash or untied bags in the chute.**

**If a bag does not fit easily through the door, it will probably cause the chute to jam.**

**If the chute is full or inoperative, place the refuse bag on the floor of the refuse room.**

**Your cooperation is greatly appreciated and will make trash collection much easier.**

## **USE OF YOUR UNIT**

### **Use is governed by the Master Deed, By Laws, Disclosure Statement and the Rules and Regulations.**

- Only appropriate outdoor decorations and furniture is permitted on balconies.
- Open houses for purpose of selling your unit are not allowed.
- So-called “Garage Sales” or “Tag Sales” are prohibited.
- No flammable or explosive material may be kept in any unit or basement storage area.
- No addition, decoration, repair, replacement or alteration may be made to the Common Elements or the exterior portion building or unit without prior written consent of the Board.
- No towels, laundry, clothing, or other items may be hung where visible from outside the unit.
- For the safety of our residents and guests and passers-by, plant containers, decorations or other items may not be displayed outside of windows or balcony rail.
- Nothing may be affixed to the outside of the unit (such as awnings, shutters, antennae, etc.) without prior written approval of the Board.
- Barbecues may not be used inside the unit, or so close to the building that the smoke and odors will disturb other residents. When not in use barbecue grills must be neatly stored.
- Bicycles are prohibited in the hallways of the building. Bicycles can be brought in through the front entry on MAC Ave. and taken directly to the co-owner’s basement storage area via the elevator. Bicycles are not to be walked through or ridden through the hallways.
- Due to fire, noxious odor, and carbon monoxide risk, gasoline and diesel powered vehicles (mopeds) among other vehicles, non-medical electric scooters, and electric bicycles are not allowed in any of the residential parts of the building.

## **Vibration and Noise**

The Condominium Bylaws extend to all Co-Owners as well as the users and occupants of each Unit. They require Co-Owners to treat all other Co-Owners and their guests with respect and courtesy at all times and make Co-Owners responsible to see that they, their guests and invitees observe certain restrictions, terms and conditions of the Master Deed and Bylaws at all times.

Article VII, Section 4 of the Bylaws prohibits “immoral, improper, unlawful, or offensive activity” in any Unit or Common Element, “nor shall anything be done which may be or become an annoyance or nuisance to or which endangers the security or property of others or unreasonably diminishes or destroys the quiet enjoyment of other Co-Owners of the Condominium”.

Furthermore, “Co-Owners shall use reasonable efforts to prevent any noise emanating from within any Unit to be heard outside of any Unit. Similarly, Co-Owners shall take all reasonable efforts to minimize any vibration from emanating from within any Unit to not be felt by humans outside of any Unit”.

You are responsible for the actions of visitors to your unit, whether invited or uninvited. This includes any disturbance or damage done by them while in the common areas of the Condominium. If a problem develops or a situation appears to be getting out of hand, do not hesitate to call the police at 911.

Basically, control your guests and keep noise under control.

## **Storage Units**

Co-owners are encouraged to use their storage units located in the basement on the south end of the building to store items they do not wish to store in their condominium subject to the following provisions:

- Hazardous, explosive, and flammable materials are not to be placed in storage units.
- Trash, refuse, and waste are not to be placed in storage units.
- Liquids, with the exception of items fit for human consumption that do not spoil at room temperature (such as water and soft drinks), are not to be placed in storage units.
- A condominium storage unit may be rented, but only to a fellow condominium co-owner and only for non-commercial purposes.
- Effective February 22, 2023 the rental of condominium storage units to any individual or entity that is not an ELCCCA condominium co-owner is prohibited.
- Effective February 22, 2023 the rental of condominium storage units for commercial purposes is prohibited.
- It is highly recommended that co-owners keep the management company up to date on their contact information in case of damage to the basement such as flooding or pipe leaks. This would help the management company inform co-owners as soon as possible if there is a leak that could affect items in their storage unit.

## **Limitations on Use of Residential Units and Residential Limited Common Elements**

Section 7.2.1 of the Master Deed states that residential units “shall be used solely for residential use, and for no commercial purpose whatsoever; provided, however, that occupants of Residential Units may use such Units for home office use provided they are not conducting commercial activities with other persons within such Units”. The ELCCCA board has obtained a legal opinion that concurs with this statement for enforcement purposes.

Furthermore, the definition of “Residential Limited Common Elements” in the Master Deed states that the residential limited common elements are reserved for use by the residential co-owners. No commercial activities are permitted in the residential limited common elements with the exception of home office activities as described above.

## **Guests**

An ELCCCA condominium guest is defined as an individual who is visiting a co-owner or other resident for social or other reasons other than commercial business reasons. Any person that a co-owner, other resident or guest of a co-owner or resident opens a security door for and allows access into the building, shall be considered a guest of the co-owner or other resident and fall under their responsibility, until the person becomes the obvious guest of another co-owner or resident. Pursuant to Section 7.2.1 of the Master Deed, nobody, residents or guests, may use the residential units or the residential limited common elements for commercial purposes with the sole exception of occupants of residential units using their units for home office purposes. Personal services related to residential living are also permitted. Personal services related to residential living would include, but not be limited to, such services as a cleaning service, an insurance evaluation, or a fitness instructor or similar such services. Given that, guests and other visitors to the residential area of the building are barred from engaging in commercial activities in the residential units or the residential limited common elements including activities related to employment. Guest visits and other visits for commercial activities will be regarded as trespassing and could result in police action.

## **Roof Access**

Access to the roof of the building is restricted to licensed contractors and appropriate service personnel. Co-owners are not appropriate service personnel.

### Air Conditioners

A co-owner who seeks repair/maintenance of his/her air conditioning unit on the roof should contact Krimson Property Management to schedule an appointment. Krimson will provide roof access to the licensed contractor of the co-owner's choosing for maintenance/repair of the co-owner's air conditioning unit. At no time should a co-owner or co-owners be on the roof. Any cost associated with Krimson providing access to the roof is borne by the ELCCCA. A co-owner is only responsible for the cost of his/her licensed contractor servicing their air conditioning unit. The Board has determined that this is a reasonable limitation that benefits all co-owners. The purpose of this regulation is to protect the integrity of the building's flat roof as well as the mechanical and electrical components located on the roof.



## **WORK REQUESTS**

Krimson Property Management is available to perform certain work requests.

The following pages contain a Co-Owner Responsibility Grid. In general, co-owners will be billed for work performed which is the responsibility of the co-owner. Work performed that is the responsibility of the ELCCCA will be performed at no cost to the co-owner.

If there is a question as to whether a particular issue is the responsibility of the co-owner or the ELCCCA, the Board will make a final determination.

Costs for work performed are subject to the ELCCCA Bylaws and Rules and Regulations.

East Lansing City Center Condos  
Maintenance Responsibility Grid  
Approved 8/29/07

Description:	Association Responsibility:	Co-owner Responsibility:
<b>Additions and modifications by Co-owners to structure that are Board Approved</b>	None, Board approval for a request or modification to structure does not include any responsibility of Association for repairs, maintenance, or liability resulting or caused by modifications	All maintenance, repairs, and liability resulting from or caused by the addition or modification to structure.
<b>Additions and modifications by Co-owners to structure without Board Approval</b>	At the Boards request the modification shall be removed or returned to original condition by the Co-owner or by the Board at the Co-owners expense	Expense of removal or return to original condition
<b>Air Conditioners</b>	None	All maintenance, repair, and replacement (** This includes the commercial tenants of Omni Sushi, Cosi and Coldstone Creamery)
<b>Asphalt and concrete</b>	Responsibility of Association for maintenance and repair	None, unless caused by Co-owner
<b>Brick and Siding</b>	Exterior brick and siding	None, unless caused by Co-owner
<b>Cable TV Wires</b>	Contained within unit walls, up to the point of connection. Exterior wiring not covered - check with cable company	Outlets and system additions and alterations to base unit
<b>Balconies</b>	Maintenance, staining, and repair as built by builder or any changed due to Board decision to change original plans	None, unless caused by Co-owner
<b>Doorbells (Added to Base Unit)</b>	None	Fixture and system additions and alterations to base unit
<b>Doors and Locks</b>	All outer exterior doors and locks as in base unit including weather-stripping and threshold unless caused by Co-owner negligence	All interior doors, hardware, passage sets, extra exterior deadbolts, and storm doors
<b>Drywall</b>	Damage caused by failure of common or limited common elements. Normally occurring stress cracks and nail pops are not covered. Liability is limited to restoration of base unit content	Accidental damage or Co-owners fault. Stress cracks and nail pops.
<b>Electric Wiring and Fixtures</b>	Contained within unit walls, up to the point of connection to fixture, outlet, switch, etc.	Fixtures, switches, and alterations to base unit
<b>Floor Covering (Tile, Carpet, Vinyl, Wood, Marble, etc.) - Entrance Lobby, Hallways &amp; Stairways</b>	All maintenance, repair, and replacement.	Co-owner negligence.
<b>Furnace and Thermostat</b>	Only those that service Lobby & Hallways - all maintenance, repair, and replacement	All maintenance, repair, and replacement. (** This includes the commercial tenants of Omni Sushi, Cosi and Coldstone Creamery)
<b>Glass replacement</b>	50% fogged for replacement. Breakage if unknown cause. Scheduled by budget priority basis.	Co-owner negligence. Less than 50% fogged. All storm doors

**East Lansing City Center Condos**  
**Maintenance Responsibility Grid**  
 Approved 8/29/07

<b>Description:</b>	<b>Association Responsibility:</b>	<b>Co-owner Responsibility:</b>
<b>Insects, Rodents, and Pests</b>	Pests that are causing damage to common or limited common elements (domestic pets excluded). Also, anything endangering personal safety. Example: wasps through drywall or any stinging insects. Board to make final decision.	Ants, wasps, mice, and other pests not causing damage to common or limited common elements or not endangering personal safety. Co-owner responsible for their domestic pets and for any damage they may cause. Co-owner also responsible for damage to common
<b>Lighting – Exterior</b>	Repair and replacement of fixtures and mercury vapor bulbs	Co-owner negligence and incandescent bulbs
<b>Lighting - Interior (Common Areas)</b>	All maintenance, repair and replacement.	Co-owner negligence.
<b>Lighting - Interior (Inside of Unit)</b>	None	All maintenance, repair and replacement.
<b>Mailboxes</b>	Repair and replacement. Address and name identification	Co-owner negligence
<b>Painting and Wall Coverings - Interior (Common Areas)</b>	All painting	Co-owner negligence
<b>Painting and Wall Coverings – Interior</b>	None, unless damage resulted directly from failure of common or limited common elements. Liability is limited to restoration of base unit content and stain killing or priming. (Not Painting)	All interior painting
<b>Painting, Staining, and Caulking</b>	Exterior surfaces of individual units and decks as scheduled or with Board permission	Co-owner negligence
<b>Phone Wiring</b>	Contained within unit walls, up to the point of connection. Exterior wiring not covered - check with phone company for this	Outlets and system additions and alterations to base unit
<b>Plumbing</b>	Contained within unit walls, up to the point of connection. Exterior frostless faucets.	Garbage disposal, tubs, sinks, shower stalls, faucet fixtures, tub and shower fixtures from valve or compression fitting on, caulking of tub, shower and fixture, system additions and alterations to base unit. Co-owner negligence.
<b>Plumbing Drains</b>	All backups and slow drains outside of unit, all drain pipes up to the point of connection or trap assembly, and basement floor drain	Slow and backed up drains involving individual units and system additions and alterations to base unit.
<b>Roofing and Skylights</b>	Roofing and skylight repair and replacement as built by builder	Co-owner negligence or system additions and alterations to base unit
<b>Screen Replacement</b>	None	All maintenance, repair, and replacement
<b>Signs (Condo Signs)</b>	Maintenance, repair, and replacement	Co-owner negligence
<b>Smoke detectors</b>	None	Check for proper operation annually. Repair or replace as needed
<b>Sump pumps</b>	Maintenance, repair, and replacement	Any backup pumps and its plumbing
<b>Water heaters</b>	None	All maintenance, repair, and replacement
<b>Windows (Not Glass)</b>	Window is included as base unit	Co-owner negligence or modifications