



# MORGAN CREEK CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

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**Approved by the Board of Directors**

**March 2025**

## **PREFACE**

Condo living and ownership is different from living in a house. It is more like living in an apartment, but in which you own the interior of the unit. You are free to make changes to the interior as long as it does not affect the structural integrity of the whole building. However, just like an apartment, once you step outside of those walls there are some restrictions. Some may consider them unreasonable, but they are for the benefit of the entire association. That is the purpose of these rules and regulations.

*Reference: Disclosure Statement, paragraph II*

## **AUTHORITY**

The Morgan Creek Condominium Association Board of Directors has the authority to develop and enforce these rules and regulations. This authority is granted in the Master Deed and the Morgan Creek Bylaws, which are provided for under the Michigan Condominium Act and the Michigan Nonprofit Corporation Act. Morgan Creek Condominium Association Board of Directors reserves the right to add, delete, or modify this document at any time.

*Reference: Bylaws, Article VI, Section 11; Article XII, Section IV*

## **MISSION STATEMENT**

All residents, guests, and visitors are to use common sense, respect, courtesy, and cooperation to make this community a safe and friendly neighborhood.

## **APPLICABILITY**

These rules and regulations apply to all residents of Morgan Creek Condominiums, regardless of whether they are owner or a lessee of a unit, including their visitors or guests. These rules and regulations constitute an addendum to the Morgan Creek Master Deed and bylaws.

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## **1. DEFINITIONS**

**Resident** – Any individual(s) who reside in a unit in the Morgan Creek Condominiums and use it as their permanent mailing address.

**Owner or Co-owner** – Means a person, firm, corporation, partnership, limited liability company, limited liability partnership, association, trust or other legal entity or any combination who or which own a unit in the condominium. The terms owner or co-owner are interchangeable.

*Reference: Master Deed, Article III, Section 12*

**Lessee** - Means a person, firm, corporation, partnership, limited liability company, limited liability partnership, association, trust or other legal entity or any combination who or which are considered a resident and have entered into a legal lease with an owner.

**Common Element** – All land not considered a limited common element and including but not limited to: electrical, gas, telephone, water, sanitary, telecommunications systems, wetlands, open space, forebay and detention areas, water feature, benches, wood bridge, headwalls, wood chip trail, underground lawn irrigation system, controls and water shut-off valves, site lighting, storm sewer system, foundations and structural components, entrance signage, berm, entrance lighting, and fire alarm panel control boxes and knox (fire alarm) boxes.

*Reference: Master Deed, Article IV, Section 1*

**Limited Common Element** – Deck areas, garage doors, openers, exterior garage photocell lights, driveways, porches, air conditioner compressors and pads, sump pumps, windows and doors, and interior surfaces.

*Reference: Master Deed, Article IV, Section 2*

## **2. RESPONSIBILITY FOR ASSESSMENTS OR FINES**

Each co-owner shall be responsible for the payment of any and all assessments and/or fines pertinent to their condo unit. These costs would also include any late charges, costs of collection and enforcement of payment. Residents need to be aware that any levied assessments or fines remain the co-owner's responsibility until the assessment or fine is paid in full and that late charges continue to be added each month until full payment is received and the debt is satisfied. Residents should further understand that a co-owner cannot complete the sale of their unit until all assessments and fines are paid in full and they have received written notice either from the condominium management company or the Board of Directors stating the debt is satisfied. The Board of Directors may levy fines whenever it has been determined by the board that a co-owner is in violation of the bylaws and/or these Rules and Regulations. Fines for example, but not limited to, can be assessed for pet offences, parking violations, unapproved exterior changes or modifications, excessive noise, sign violations, etc. (Please refer to "Activities on Common Elements" and "Reporting Violations" in these rules and regulations if you have questions or concerns regarding any violations. Special fines in the amount of \$1,000.00 (One Thousand Dollars) will be assessed for any violation as described in the "Activities on Common Elements" section of these rules and regulations. Furthermore, in the event the association is engaged in a lawsuit as a result of this violation, a fine in the amount of \$10,000.00 (Ten Thousand Dollars) will be assessed to that co-owner. For further clarification, owners should refer to Article 11 of the bylaws listed in the Purchaser Information Booklet given to each owner at closing of sale of their condominium unit.

### **3. SPEEDING**

A speed limit of 20 Miles Per Hour will be in effect throughout the entire community. A sign is posted at the complex entrance as a reminder. Residents are responsible for informing their guests of this rule. If speeding becomes a problem the Board has the legal right to call the Police Department.

*Reference: Bylaws, Article IV, Section 4*

### **4. NOISE**

No excessive noise permitted between the hours of 10:00 p.m. and 7:00 a.m. on Sunday through Thursday nights and between the hours of 12:00 midnight and 7:00 a.m. on Friday and Saturday nights. For example, but not limited to loud music, revving engine, barking dog, yelling, and disruptive social gathering.

*Reference: Bylaws, Article IV, Section 4*

### **5. FIREWORKS**

Because of the close proximity of the buildings to one another, only the following are permitted and only with adult supervision: sparklers, flitter sparklers, cone and cylinder fountains, snakes, and smoke devices. What is permitted is what is normally sold in packages at Meijer. The following are not permitted: Anything that explodes or leaves the ground; firecrackers, rockets, shells, roman candles, aerial spinners, etc.

*Reference: Michigan Law 1931, PA 328; Bylaws Article VI, Section 4*

### **6. ACTIVITIES ON COMMON ELEMENTS**

Use of common elements shall be in accordance with the Master Deed and Bylaws. The following list is not meant to be all-inclusive. Activities, which are restricted, are further described in the Bylaws (Exhibit A to the Master Deed Section 4). This list is to assist your understanding; common elements cannot be used as a play area for children without supervision (defined as an individual over the age of 13), equipment of any kind, for example but not limited to inflatable jumper/bouncer/playhouse (sometimes referred to as a moon walk), playground equipment, swing set, slide, tents, etc., no permanent or temporary structures can be erected. A condominium corporation can sue for damages to the common property. It can also be sued regarding any matter connected to the parcel for which the owners are jointly liable.

*Reference: Bylaws, Article VI, Section 4*

### **7. ACCESS TO CO-OWNER UNIT**

In order to protect the safety and/or welfare of the other inhabitants of the condominium and the common elements, it shall be the responsibility of each co-owner and/or resident to provide the association with the following: Home phone number, Work phone number, Cell phone number, Emergency contact and his/her phone number. These are required so the association may gain access to a unit to prevent any loss or damage to that unit, adjoining unit(s) or buildings, or common elements in the event of a water main break, flooding, fire, false fire alarms or any other incident.

*Reference: Bylaws, Article VI, Section 12*

## **8. EXTERIOR APPEARANCE AND MODIFICATIONS**

It is not permitted to make changes to the exterior of the building or limited common elements without written authorizations of the Board of Directors. Common elements are to be free of trash, materials, and personal property of any kind or storage of supplies. Each resident is asked to maintain their unit and its limited common elements in a safe, clean and sanitary manner. Decks are not to be used for storage or maintained in an unsightly manner. Sidewalks, landscaped areas, driveways and roads are to remain unobstructed and used only for purposes for which they were intended.

*Reference: Bylaws, Article VI, Section 6; Article VI, Section 13*

## **9. LANDSCAPING COMMON AND LIMITED COMMON ELEMENTS**

Use of common elements shall be in accordance with the Master Deed and Bylaws. Landscaping is further described in the bylaws. Landscaping, which is present upon the purchase of the condominium on common and limited common elements cannot be removed without the written approval of the Morgan Creek Condominium Association Board. Addition of landscaping by the condominium owner or co-owner, (the lessee(s) is not allowed to landscape) in the immediate proximity of the owners' condominium in pre-landscaped areas is allowed. The pre-landscaped areas are adjacent to the main entrance of the condominium unit; however, it does not include non-landscaped areas surrounding the deck. Landscaping may not include trees or oversized inanimate objects. The Morgan Creek Board may from time to time appoint a landscape committee to oversee landscaping projects and/or review landscaping in the common and limited common elements. The landscaping committee can have a maximum of 5 individuals and only one individual can be a Morgan Creek Board member. The Morgan Creek Board may act on the recommendations of the committee to request the removal of inappropriate landscaping.

*Reference: Bylaws, Article VI, Section 13*

## **10. PETS**

Co-owners are responsible for any damage their pet causes to the common elements. Failure to replace or repair damage caused by their pets will result in the association assessing established daily fines until the damage is repaired. In addition, if the repair is not done within 7 days of notification, the board may have the repair completed and the co-owner will be assessed the full cost of the repair. All dogs must be leashed at all times when walking in the association. No Co-owner or resident may keep or own on the premises any large breed of dog, such as a German Shepherd, Pit Bull, etc.

*Reference: Bylaws, Article VI, Section 5; Article VI, Section 15*

## **11. HOLIDAY DECORATIONS**

Holiday decorations may only be displayed on Common Elements and Limited Common Elements and may be attached to the outside walls of the resident's unit. Any damage as a result of these attachments will be the responsibility of the co-owner to have the damage repaired or the association may assess the cost of repairs against the co-owner. In addition, holiday decorations may only be displayed no more than 28 days prior to and 28 days after the applicable holiday.

*Reference: Bylaws, Article VI, Section 3*

## **12. STORM DOORS AND HANDRAILS**

Front entrance storm doors may be installed provided it is a full-view door in cream or almond or black color. Handrails may be installed provided they are wrought iron, painted black and located only on one side of the steps. Handicap ramps may be installed provided they are temporary ramps that can be built without footings. Maximum slope is one unit in eight units horizontal; however, recommended slope is one unit in twelve units horizontal. Minimum clear width of ramp (inside of hand rails) is to be 36 inches. Construction is to be wood and same as deck requirements.

*Reference: Bylaws, Article VI, Section 3*

## **13. VACATED UNIT FOR EXTENDED PERIOD**

If your unit is going to be vacant for ten (10) or more consecutive days, the Association Board and management company needs to know the date of your departure and the date of your return. In case of an emergency, a contact name and phone number of who can be reached is required in case access to the unit is required.

*Reference: Bylaws, Article VI, Section 12*

## **14. STREET ACTIVITIES**

Use of streets within the Morgan Creek Complex shall be limited to those activities for which streets are commonly used; for example, but not limited to vehicular traffic, limited bicycle traffic and limited pedestrian traffic. No play activity may take place in the street; for example, but not limited to baseball, hockey, soccer, skateboarding, and remote-control toys. Street usage is limited to vehicles/bicycles operated by individuals 10 years of age or older. Individuals under the age of 10 years may conduct riding activities only with direct supervision of a parent/guardian or designee over the age of 13.

*Reference: Master Deed, Article IV, Section 5; Bylaws, Article VI, Section 7*

## **15. STREET PARKING**

Co-owners must park their vehicles only in the garage and/or the spaces located on their driveway. No vehicle may be parked in the street overnight without approval of a Board member. All vehicles must park facing same direction as traffic flow, opposite fire lane signs and/or fire hydrants. No parking permitted on grass. No parking allowed on the street when an actual snowfall of 1 1/2" or more has occurred; this is to allow for speedy and complete snow removal. Unauthorized parking is subject to fines as outlined in paragraph 25, VIOLATION OF THE BYLAWS OR RULES AND REGULATIONS, or the vehicle may be towed at the owner's expense.

*Reference: Bylaws, Article VI, Section 8*

## **16. TRASH**

Canton Township Ordinances require trash containers are to be set by the curb no earlier than 6:00 p.m. the night prior to pick-up and must be removed from the curb by nighttime the day of pick-up. Also, Township Ordinance states in part, "... that it shall be unlawful for any person to scatter or leave any matter or thing whatsoever on either public or private property, or cause the same to be done, which will result in or contribute toward any unsightly conditions within the township." Therefore, all trash must be contained and in closed bags or containers, and boxes broken down and bundled, so as to prevent trash from scattering as a result of animals or during windy conditions.

*Reference: Bylaws, Article VI, Section 6; Canton Township Ordinance Chapter 58, Article III, Sections 58-120 and 58-121*

## 17. SATELLITE DISHES

The association board will generally approve a resident to have one satellite dish installed and connected to their unit provided all of the following conditions are met:

1. The dish is less than one meter (39.37") in diameter.
2. The dish is designed to receive video programming or local television signals
3. The dish is installed on a limited common element.

Any dish or installation not meeting these conditions, such as installations on the roof or outside walls of a unit, must have specific approval from the association board. Failure to obtain approval could result in the association having the dish removed or a daily fine assessed until approval has been obtained or the dish permanently removed. In addition, the owner or co-owner is responsible for the repair or replacement caused by any damage to common elements as a result of the installation.

*Reference: Bylaws, Article VI, Section 3; 47 CFR Part 1 (FCC Over-the-Air Reception Devices Regulations)*

## 18. DECKS

Prior to the construction of a deck, co-owners must submit a plan to the board for approval. It must include a drawing of the proposed deck showing size (maximum 12' x 12'), the relationship to the door wall, materials to be used, and location of steps (must only be off the side of the deck). The co-owner must then obtain the necessary building permits from Canton Township prior to beginning any construction and have required inspections performed by the township during construction. Sprinkler lines or sprinkler heads currently in the area of the proposed deck must be rerouted at the co-owner's expense. Composite decking is allowed in a natural wood color, spindles may be metal or black in color. The board must also approve any ground level addition for a barbeque pad.

*Reference: Master Deed, Article IV, Section 2*

## 19. DECK AWNINGS

Deck awnings are allowed over the deck and patio area on the back of condos. The color must be cream, beige, or black. Manual or motorized awnings are permitted. Awnings must be of reasonable width and must not encroach on neighboring condos.

*Reference: Bylaws, Article VI, Section 3*

## 20. SUMP PUMPS

Co-owners are responsible for the maintenance, repair, and replacement of sump pumps. Sump pump inspections will be scheduled on an annual basis.

### **Allowed:**

**Submersible Sump Pumps:** These pumps are designed to be fully submerged within the sump pit. They are more powerful and can move a lot of water at once. They can filter out debris, which means that your system won't get clogged. However, they are more expensive than other types of sump pumps and are shorter-lived.

**Pedestal Sump Pumps:** These pumps are installed above the sump pit and are less expensive than submersible sump pumps. They are easier to access and repair, but they are not as powerful as submersible sump pumps.



**Combination Sump Pumps:** These pumps combine the features of submersible and pedestal sump pumps. They are more expensive than other types of sump pumps, but they offer the best of both worlds.

**Battery-Backup Sump Pumps:** These pumps are designed to work when the power goes out. They are powered by a battery and can keep your basement dry even during a power outage. They are more expensive than other types of sump pumps, but they are worth the investment if you live in an area with frequent power outages.

**Not Allowed:**

**Water-Powered Sump Pumps:** These pumps are powered by water pressure and do not require electricity. Due to the potential of increased water usage, these type of sump pumps are not allowed.

*Reference: Bylaws, Article VI, Section 3, 12*

## **21. SIGNS AND SALE OF UNIT**

The Association will allow 1 inside window "FOR SALE" sign per unit. If an open house is held, up to 4 "OPEN HOUSE" signs may be placed throughout the community on the day of the open house between the hours of 12:00 noon and 5:00 p.m. No exterior "FOR SALE" signs or boxes/containers dispensing informational literature may be placed on the property. When your unit is sold, please advise the Management Company so that records can be kept current. Please provide the name, current address and phone number, if known, of the new owner of the unit. You are also responsible by law to supply the new owner with a Master Deed and bylaws of the Association before closing on the sale of the unit. It is the potential owner's right to be informed of the rules, regulations and procedures adopted by this Association.

*Reference: Bylaws, Article VI, Section 10*

## **22. COMMITTEES**

Only one member of a family can serve on any one continuing committee.

## **23. VOTING AND SPEAKING RIGHTS**

Only one of the co-owners who have been designated, an individual owner, or their proxy may vote at any general association meeting. Only co-owners or their proxy may speak on any issue at any general association meeting.

## **24. NON-RESIDENT OWNERS**

Any owners who are not residents must provide his/her name, address, and emergency phone number and the name of the tenant and their phone number to the management company. This can be provided via the website ([www.morgancreekcanton.com](http://www.morgancreekcanton.com)), portal ([acondomgt.managebuilding.com](http://acondomgt.managebuilding.com)), by telephone or in writing. This is needed so that in the event of an emergency, the management company or the board can reach you in a timely manner.

## **25. LEASING AND RENTAL OF CO-OWNER UNIT**

If a co-owner desires to lease his unit, they must adhere to the following procedures:

1. The co-owner must submit the proposed lease to the board of directors for approval not less than (10) days prior to presenting the lease to a potential lessee.
2. The lease must have the wording stipulated in Association Bylaws, Article VI, Restrictions, Section 2, Leasing and Rental.
3. They must provide the name and contact information (cell phone number, email address, etc.) of the proposed lessee.

Failure to adhere to these procedures will result in fines being assessed against the co-owner as outlined in paragraph 25 of these Rules and Regulations, VIOLATIONS OF THE BYLAWS OR RULES AND REGULATIONS.

*Reference: Bylaws, Article VI, Section 2 and Section 11*

## **26. VIOLATIONS OF THE BYLAWS OR RULES AND REGULATIONS**

If an owner observes a violation of the bylaws or these Rules and Regulations, do NOT approach any board member about the violation. All reports must be in letter format or electronic format to KS Management (<https://portal.ksmanagement.org/>). Included in this letter or e-mail must be the name and address of the violator, the date and time of the violation, and what the alleged violation was. Please refer to "Morgan Creek of Canton Condo Association". Violations may also be sent by email through the association website ([www.morgancreekcanton.com](http://www.morgancreekcanton.com)) through the webmaster. The webmaster will then forward them to the Management Company and to the Board members. If mailed, please send the violation to the management company as follows:

KS Management  
15755 Northline Road  
Southgate, MI 48195  
Phone: 734.285.4442  
[www.ksmanagementservices.com](http://www.ksmanagementservices.com)

The Board will review these letters after receiving them from the Management Company. If, in the Board's opinion, a violation is justified, then a warning letter will be sent. The violator has 7 days to rectify the violation. If the violation is not rectified, the following fines will be levied on the property:

1st day - \$ 50.00  
2nd day - \$100.00  
3rd and each succeeding day - \$150.00

These fines will continue to accumulate until violation is corrected. For example, 3rd day total = \$300.00, 4th day total = \$450.00.

If the violation is observed again even after being corrected as a result of the warning letter, regardless of the number of days since the correction, the fine will be:

\$50.00 immediately assessed and the owner notified that fines will accrue each day as indicated above.

Any further reoccurrence of the violation will result in the following fines in addition to the daily fines indicated above:

\$100.00 after next occurrence of the violation

\$150.00 after any further occurrence of the violation

*Reference: Bylaws, Article VI, Section 11*