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# Co-Owners' **Handbook**

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## **Mill Creek of Shelby Association**

**General Information**  
**Rules**  
**Regulations**

***July 2024 – Rev. 05***

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Dear Mill Creek Co-Owner,

The following is a summary of important information for all residents of Mill Creek (Co-Owners and tenants).

**This document is not intended to cover all aspects of the Condominium Documents. Please consult the Articles of Incorporation, Master Deed and Bylaws for complete information.**

**The governing documents, as amended, are the final authority for all interpretations and applications within this document.**

*Any changes to the Rules and Regulations within this document will be announced in one or more of the following; newsletters, mailings, emails, website postings and/or Facebook posts. The Board may make updates to the wording within this Handbook for clarity without further announcements.*

*The most recent version of the Handbook is available from the Association's website, [millcreekofshelby.wixsite.com/millcreek](http://millcreekofshelby.wixsite.com/millcreek) (or [millcreekofshelby.com](http://millcreekofshelby.com)) (see tab "Documents").*

Living in a Condominium is very different from living in a free-standing home or an apartment. Unit owners in a condominium complex only own the inside of their Units (garages, porches, courtyards, and end unit patios are all properties of the Association).

Although Condominiums are similar to apartments with regard to the multi-family lifestyle, there is one fundamental difference - each Unit owner has a vested financial interest in the entire property. Condominium living means that the exterior area around your Unit is NOT your private property, but instead belongs to everyone in the Association. As such, any modifications/additions to the outside require prior Board approval.

We live in close proximity to our neighbors, and therefore our actions have a more immediate effect on others. Not following parking regulations, allowing your dog to bark outside, not picking up dog feces, tethering your dog on the common area, loud music, offensive odors, etc., are all actions that affect the individual quality of living and the property values of other Co-Owners. The Board of Directors (representing the Co-Owners) have a fiduciary duty to enforce compliance by imposing fines when the Condominium documents (Master Deed, Bylaws, Rules and Regulations) are not followed.

Condominiums in Michigan are governed by the Condominium Act and the Michigan Non-Profit Corporation Act. These legislations are available online at [www.legislature.mi.gov](http://www.legislature.mi.gov).

**Mill Creek of Shelby Association**  
Board of Directors

## GENERAL INFORMATION

**Management Company/Property Manager.** The management company may change, or their contact information may change, from time to time. Please see a recent Newsletter for the correct management company information.

**Work Orders** – Request for Maintenance. Maintenance requests can be called in, entered via the management company's website, or sent via regular mail or email to the management company. If using mail/email, please include "Mill Creek", your name, address, and phone number so the Property Manager or contractor can contact you.

**Annual Meetings.** The Annual Meeting is for all Co-Owners. The meeting is held in September of each year. The Annual Meeting agenda generally includes the election of new Directors, a review of the financial status of the Association, a recap of the past year's accomplishments, a presentation of the coming year's plans, and an open discussion of matters of concern to Co-Owners. See the Bylaws Article XI for more information.

**Backup Sump Pumps.** Installation of backup sump pumps do not require Board approval and Co-Owners can install them at their own discretion and cost. Co-Owners are responsible for any maintenance and repairs of backup sump pumps. All four co-owners in a building are jointly responsible for maintenance cost and/or replacement of the backup pump. Also see "Sump Pumps" below.

**Board Meetings – Attending.** The Board of Directors meets on an "as needed" basis, but not less than six times yearly, per our Bylaws (Art X, Sec 9). The meetings are held based on the Board members' availability and therefore day/time may vary. Keep in mind that Board members are unpaid volunteers who often have full time jobs. The date and time of each meeting may be posted on the Association's Facebook page. Physical Board meetings are open to Co-Owners, with the exception of when issues are discussed which may infringe on a Co-Owner's right to privacy. The Board may then close a portion, or all, of a meeting. Co-Owners should call the management company in advance to reserve a seat for an upcoming Board meeting. Seating is limited and preference will be given to Co-Owners whom have a concern they would like to discuss with the Board. When a Co-Owner wants to personally address the Board, the purpose of the meeting must be clearly stated.

**Board of Directors – Contacting.** All communication with the Board of Directors must be in writing, either via letter mail addressed to the Board via the management company's address, or via email to the management company. Please do not contact individual Board Members with your concerns as any matter must be discussed and voted on by the entire Board before a decision can be made. A single Board member cannot make a decision on behalf of the Board.

**Common Areas – Definitions.** See the Master Deed for specifics (Art IV, Sec 1, 2). Simplified, the common areas can be described as: General Common Areas: Any area which more than one or all Co-Owners have access to, or benefit from, i.e., roads, parking areas, lawns, gazebo, buildings, roofs, etc., and Limited Common Areas: An area that only benefits one Co-Owner, i.e., garages, windows, doors, dryer vents, chimneys, courtyards/patios, porches, basements, etc. In areas where a deck or patio has been installed, the deck/patio is a limited common area while the area under these installations remains a general common area.

**Co-Owners' Responsibility for Maintenance/Repair/Replacement.** The Co-Owners' responsibility for maintenance, repair and replacement is as follows (but not limited to): Air Conditioner enclosures, Attic and wall insulation, Changes/additions to the common or limited elements, Courtyard surfaces, Decks and concrete/paver patios, Door bells, Dryer vents, Flower beds, Garage door trim, Outdoor light fixtures, tree edging removal, Railroad ties (4x4 wood planks), Satellite dishes, Walkway where the original Association installed walkway has been replaced by current or former Co-Owner, Water spigot installed by current or former co-owner, Weed removal from flower beds and limited common area courtyards and patios, Well window clean up (leaves, debris), Window trim (the Association will paint the original builder installed wood trim). Consult the Master Deed and Bylaws for specifics regarding Co-Owners' and the Association's responsibility for maintenance, repair, and replacement (Master Deed, Art IV, Sec 3, Bylaws, Art V, Sec 3, Art VI, Sec 17, Michigan Condominium Act 559.169 Sec 69).

**Insurance.** The Association carries a Master Insurance Policy which covers the Condominium as a whole. It covers building exteriors, wiring/plumbing within exterior Unit walls, and the basic building and Unit structure as it was originally built (any upgrades, such as flooring, cabinetry, paint, etc., are not included). The Association's insurance policy does not provide coverage on your personal possessions, finished basements or liability for your Unit. All Co-Owners must carry a separate Homeowners Insurance policy for condominiums (HO-6 policy) which can be melded with the Association's policy by naming

Mill Creek as an “additional insured”. *Per our Bylaws, Co-Owners are required to name Mill Creek of Shelby Association as “additional insured”.* Co-owners with finished basement are encouraged to discuss the need for additional insurance with their insurance agents. Upon request, Co-Owners are required to provide proof of insurance to the Association. See the Bylaws for insurance information.

**Proof of Association Liability Insurance.** For Co-Owners with a mortgage on their Unit: Should your mortgage company or bank require proof of liability insurance for the Association, please refer them to the management company. You can also provide your bank with the “Certificate of Liability Insurance” yourself by downloading it from the Association’s website.

**Leasing/Rental of Unit.** Co-owners may rent out their Unit according to the stipulations under Art VI, Sec 2 of the Bylaws. Please read this section of the Bylaws before entering into a rental agreement for your Unit. The Bylaws require a Co-Owner to live in his/her Unit for at least two (2) years prior to renting it out. **All rentals must be pre-approved by the Board.** A “Request to Lease Application” form must be submitted to the Board **before** a unit is listed for rent. **A copy of the signed lease documents must be provided to the Association** (Michigan Condominium Act 559.212 Sec 112(2)). Only a limited number of rentals are allowed per our Bylaws. Should that number be reached, then no rentals will be approved until that number goes down.

**Mail Delivery for the Disabled.** The post office offers mail delivery to units based on “hardship” or “medical problems” (defined as an illness or handicap which would present a physical challenge for an individual to retrieve mail). To request delivery to a unit, you need to write a letter to the post office requesting this change and attach a statement from a doctor. The doctor’s statement should indicate that you are unable to collect your mail from a centralized mailbox. Both your letter and the doctor’s statement must be sent to: United States Postal Service, 7755 22-Mile Rd., Shelby Township, MI 48317. Any approval given will be temporary. (USPS Article 3397 – Customer Information) Once the application is approved, and with board approval, a wall mounted mailbox with a lock can be installed into the mortar on the garage column. The color of the mailbox can be gray or black. The mailbox must be installed on the side of the garage which would make it easier for the USPS mailperson to drive up to. Should the post office approve front door delivery, a mail slot can be installed into the front door (no board approval required).

**Monthly Fees.** Monthly fees are due the first day of each month. Late payments will be subject to a late fee. Monthly fees cannot be withheld or prorated for any reason by a Co-Owner. **Payments** - Monthly fees can be paid by personal check, direct deposit, automatic payment from a bank or via online payment. If you pay via Direct Deposit, then you will not receive payment booklets. Information regarding fee increases will be announced in the Association’s newsletter and within the yearly budget distribution. Contact the management company if you are unsure of the fee amount for your Unit.

**Snow Removal.** Snow can accumulate up to 2.5” before snow removal starts. The contractor has a 24-hour window to clear the snow. However, with drifting snow, the process may take longer. The Association’s contractor plows the main roads first (*Milonas and Mill Creek*), followed by court driveways and parking areas and walkways. It is imperative that you remove your car from the parking area when the plow trucks arrive to clear the snow. Your efforts in assisting the contractor by anticipating their arrival will keep them moving quickly through the property. If your car is not moved when the plow trucks arrive you risk the chance of having your car plowed in. The snow removal company is not contracted to shovel around cars which did not get moved. Note that the snow removal contractor has permission from the Board to keep snow removal equipment on the property. The equipment will be placed in a court, or courts, designated by the Board.

**Soliciting/Trespassing** (Rev. 2019). Mill Creek is a No Soliciting property under Shelby Township’s “No Soliciting” Ordinance. Solicitors will NOT receive permission from the township to solicit within the complex. Mill Creek also has “No Trespassing” signs posted. “Trespassing” is the legal term that refers to the act of entering onto another person’s property without express consent or permission. Anyone entering the property without permission can be made to leave (*including religious, charitable and political solicitors*). In the event you are visited by a solicitor or vendor, you can call the Police Department to report the incident. When available, a Police Officer will investigate, advise, and if necessary, issue a ticket. Co-Owners can put a “No Soliciting” sticker on their front door or storm door, if desired.

**Sump Pumps.** Each building has one sump pump installed by the Association. The Association is responsible for the repair and replacement of that pump. Any backup sump pump is the shared responsibility of the Co-Owners in the building served. **The Co-Owner (or tenant) whom has the sump pump in their Unit is responsible for checking it periodically to make sure it is working, and to call the management company immediately if it is not working properly.** Any water damage caused by a Co-Owner’s negligence is the responsibility of that Co-Owner to remedy, whether it be damage to one or all Units of a

building. (An example of negligence is turning off the sump pump.) If you plan on being away for a few days, please leave a key with someone willing to make sure the sump pump is working properly. A wi-fi sump pump alarm is recommended as this can notify you, and your neighbors, should the sump pump fail.

**Violations.** Any Co-Owner who observes a violation of the Master Deed, Bylaws, or Rules and Regulations has the right to report that violation to the management company or the Board for corrective action. When reporting a violation please include the following: The specific details of the violation. Photos would be helpful, but are not required; The address of the Unit in violation, and; the name of the person observed doing the violation, if known. Your name and address should also be included, so the Property Manager can contact you for further information if needed. Note that anonymous reports may not be acted upon. Reports of violations are confidential and will be disposed of once the Board has conducted an investigation into the complaint. Only the letter sent to the violating Co-Owner is kept on file.

**Water Valves for Sprinklers.** The master water valves are located inside a few of the Units in the complex and are for the sprinkler system. The sprinkler maintenance company must be allowed access to these Units to turn the system on and off. You will be notified when access is needed (*Spring and Fall*). Typically, a notice will be placed on your garage door.

**Website.** The Mill Creek website ([millcreekofshelby.wixsite.com/millcreek](http://millcreekofshelby.wixsite.com/millcreek) or [millcreekofshelby.com](http://millcreekofshelby.com)) contains general information for Co-Owners, and also contains financial statements, minutes of meetings, newsletters, etc. Some of the information available is restricted (*for Co-Owners only*) and requires a password to access. See the first page of the most recent Newsletter for the current password.

## RULES

Any changes to the Rules will be announced on the Facebook page and/or posted in future newsletters, with an updated version of this document available for download from the Association's website. A paper copy can also be obtained from the management company (*a fee may apply to cover copying costs*).

**Address Numbers/Backer Boards.** Front door address board is permitted provided the backer board is made of wood or wood composite. The backer board can be painted white or light gray, but the numerals must be black. The backer Board may only be attached into the mortar or wood.

**Anti-Harassment Rule** (Rev. 2023). Co-owners, tenants, occupants, licensees, invitees, and guests of the Condominium and their family members shall not engage in any abusive, threatening, profane or harassing behavior, either verbal or physical, via any form of written or oral communication or any other form of intimidation or aggression directed at the Board of Directors or at any other Co-owner, tenant, occupant, licensee, invitee, family member or guest of the Condominium, nor shall they engage in any such behavior directed toward the Association's property manager, its agents or employees, or at any other vendor or contractor of the Association.

**Fine Amounts.** Upon violation of these Rules and the Board's determination that a violation has occurred, **the Board may levy a monetary fine of \$250.00 for each violation of these Rules.**

**Other Remedies.** If there is a violation of these Rules, the Board of Directors may limit the forms and methods of communication available to a Co-owner, tenant, occupant, licensee, invitee or guest to communicate with the Board of Directors or the Association's property manager, agents, employees or any other vendor or contractor of the Association.

**Reporting.** Allegations of violations of these rules may be reported to the Association's property manager.

**Beetle Traps.** Beetle traps are not allowed.

**Bird Feeders.** Bird feeders are permitted within limited common areas only (courtyards, patios, porches, decks) and cannot be attached to trees. A bird feeder shall not interfere with lawn cutting in any manner whatsoever (for example by hanging from a limited common area reaching over onto the common area grass). One bird feeder per unit only.

Shelby Township Ordinances must be followed; Bird feeders must be at least 5 feet up from the ground and the area under the feeder must be kept clean and free of spilled seeds by installing a seed catcher.

**Cameras** (Rev. 2018) **Cameras are not allowed anywhere within the Association's property.** Per our Bylaws and the Michigan Condominium Act, "*nothing can be attached to the exterior of buildings without Board approval*" (Bylaws Art VI Sec 3). Due to the legal liability involved, the Board cannot approve cameras anywhere on the exterior of buildings or any common

areas, limited or general. Should cameras be allowed, then the Association would be liable for any lawsuits which may be filed regarding privacy issues. The entire complex is a "private property" where every Co-Owner has a right to privacy without being captured on video or have private conversations recorded. See "Regulations" for camera doorbell requirements and approval procedure.

**Common (Outside) Area Use.** The hanging of clothes, rugs, or other household items, is not permitted anywhere on the property. Use of the common area (*limited or general*) for storage of any kind is not permitted. No personal belongings can be kept on the general common areas, including but not limited to, bicycles, trash containers, chairs, flower pots, toys, garden flags, children's toys, or decorative items.

**Downspout Extensions** (Rev. 2021). Co-Owners may add flexible vinyl extensions to replace the existing downspout extensions. Please select a color that blends in with the area where it is being placed. Downspout extensions must not block or interfere with vehicles driving in the courts, or with snow removal.

**Dumpsters** (Rev. 2015). **Board Approval Required.** Temporary dumpsters are allowed. **The mgmt. Company must be notified prior to ordering a dumpster** for placement within any limited or common areas. The Co-Owner is responsible for any damage caused from the use of the dumpster. There is a time limit of two (2) days (*48 hrs.*) for keeping a temporary dumpster within a limited or general common area. The following restrictions apply; The dumpster must fit inside the Unit's garage. The hitch may be visible under the garage door, but the door must close as close as possible to the hitch. The hitch cannot extend past the brick garage columns. If the dumpster does not fit in the garage, the management company will arrange for alternative placement within the general common areas. The dumpster must have 4 rubber tires, i.e.; 10-yard rubber wheel trailer (*12ft long, 6ft wide, 4ft tall*); 20-yard rubber wheel trailer (*16ft long, 6ft wide, 5.5ft tall*)

**Emergency Contact** (Rev. 1994). All Co-Owners must provide an emergency contact (*name/phone*) to the Association. Please contact the management company for the proper form or submit the information via the management company's email.

**Estate Sales** (Rev. 2024). **Estate sales are allowed with prior written approval from the management company only.** Estate sales are permitted by insured professional dealers only. The name of the dealer and the dates of the sale must be provided to the management company at least **30 days prior to any sale**. Proof of business license and insurance must also be provided. If requested by a Board Member during a sale, the estate sale company must provide proof of written approval from the Association for the estate sale.

Estate sales are limited to a one-time occurrence of up to two consecutive (2) days. Sales during any holiday will not be approved, including Mother's Day and Father's Day. The Co-Owner/Estate and the Estate Sale Company will be responsible for any damages to the common areas and for any personal injury in connection with such sales.

Parking for the sale is limited to Mill Creek Drive or Milonas Drive (no parking within courts or along court driveways). Board approval is required before scheduling pickup of items sold online or for pickup of on-site sales taking place after the scheduled sale. The Estate Sale Company must place a visible "No Parking within court" sign at the court entrance and must assign a person to direct traffic to make sure the Association's parking rules are followed. Unapproved parking within the court may result in a parking violation and fines assessed to the unit holding the estate sale. "*Estate Sale*" signs may be placed on county easements (*22 Mile Rd*). Signs are limited to two (2) signs, no larger than 18" x 24", within the Mill Creek property and must be removed daily (Shelby Township Ordinance). One sign can be placed by the entrance to Mill Creek Drive, the other by the court entrance.

The Co-owner of any estate sale held without prior written approval from the Association will be fined **\$1,000**. A refusal to shut down an unapproved estate sale may result in further fines **every half hour**. Estate sale companies who have held an unapproved estate sale, or do not follow the rules will not be approved for any future estate sales within the property. The following Estate Sale/Liquidation companies, and any alias names, are currently not allowed to conduct sales on the Association's property: The Station Estate Sales, Legends Elite Estates, Estate Sales by Connie.

**Feeding Wildlife.** Feeding of wildlife (*ducks, geese, squirrels or other animals*) is prohibited both by our Bylaws (Art VI Sec 17) and Shelby Township Ordinances. Feeding fowl and animals causes an unwanted mouse and rat population, in addition to insects such as Indian meal moths (*pantry moths*), all which can infest Units.



**Fire Lane.** Any areas other than the marked court parking areas are considered part of the fire lane. Parking in front of garages is allowed **short term** only (picking up or dropping off). **Overnight parking in front of garages is not allowed** as it may block access by emergency vehicles and also impede neighbors' access to their garages or pulling in to/or out of the general parking areas. Anyone parking on Mill Creek Drive must remove their vehicle prior to the snow removal contractor arriving at the complex.

**Fire Pits.** Small propane fire pits are allowed in limited common areas, such as court yards, patios or decks). All other types of fire pits are prohibited both by our Bylaws (Art VI Sec 6A) and Shelby Twp. Ordinances (Sec 26-1).

**Flag Holders.** Flag holders may be attached to the mortar or wood sections of a building only. Flag holders are not allowed on the garage columns (i.e., on either side of the garage door) or above the garage doors. Any flag holders attached to wood areas should be removed when the building is scheduled for painting, and may be re-attached when painting is complete. Co-Owners are responsible for any damage(s) caused by flag holders.

**Flag Poles. Board Approval Required.** Flag poles are not allowed in any general common areas. A Modification Request must be submitted to the management company to have a flag pole erected within a limited common area court yard (center units) or end unit patio. Flag poles must be free standing and securely anchored into the ground.

**Garage – Door Open.** Garage doors shall be kept closed at all times, except as may be reasonably necessary to gain access to or from any garage, or when Unit residents are outside or in their garages. Garage doors may be kept open two (2) feet for venting purposes.

**Garage Sales** (Rev. 1996). Garage sales are not allowed.

**Garage – Storage.** Garages are for vehicles only. Garages shall not be used for storage or any other activity. The exception is storing of trash containers and temporary storage of seasonal small items between Nov. 1 and April 1. Garages are limited common areas and controlled by the Association (Master Deed, Art IV).

**Garage Trim** (aluminum) (Rev. 2021). The Association is responsible for repair and replacement of the aluminum trim around garage doors.) If the trim is damaged, however, for reasons other than regular wear and tear, then the responsibility to repair will fall on the Co-Owner (*an example is hitting the trim with a vehicle entering/exiting the garage*).

**Garbage. Trash pickup is Tuesday morning.** Trash can be placed on the garbage pad between 6 pm the night before trash pickup until the trash truck arrives (*usually between 8 am and 11 am*). Please respect your neighbors and take your trash out during this timeframe. During the winter months (November 1 to April 1), trash can be put out no earlier than 5 pm.

**Holiday Pickup: If Monday or Tuesday is a holiday, then trash pickup is Wednesday.** Holidays are; New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving Day and Christmas Day.

**Garbage Pad:** To avoid damaging the grass, please place your trash bags on the cement pad by the mailboxes. The cement pad was put there for this purpose.

**Trash Bags:** All trash must be bagged. Strong trash bags must be used. White kitchen trash liners or grocery bags are not strong enough and often leak, tear or break, in addition to being easy for animals to get into.

**Trash Containers:** Trash containers cannot be left out to be emptied by the trash contractor. Our contract is for "bags" to be removed. Anything put out, including trash containers, are considered trash and will be disposed of at the trash contractor's discretion.

**Cardboard/Newspapers/Glass:** Cardboard must be flattened. Smaller cardboard boxes, pizza boxes and newspapers must be bagged. This avoids debris due to winds and also prevent these disintegrating due to rain. Glass should be wrapped in paper before being bagged.

**Large Trash Items:** Bulk items are picked up on the 2nd and 4th week of the month. No need to notify the management company. Appliances must have the door(s) removed. Carpet must be in 4 ft bundles weighing no more than 35 lbs. each. All carpet scraps must be put in trash bags. Please do not put large/heavy items on the grass.

**Spilled Trash:** When bags rip and content spilled, the mess has to be cleaned up. This is the owner of the trash bag's responsibility.

**Construction Trash:** If remodeling, you may need to rent a dumpster for removal of debris (*Board approval required*).

**Yard Waste:** Plants and flowerbed waste must be bagged. Christmas trees can be put out during large trash pickup. The trash contractor will NOT pickup visible yard waste, branches, etc.

**Trash Storage:** Trash must be kept in a covered vermin and waterproof trash container in the garage until trash day (*Shelby Twp. Ordinances 62-5, 1-a*). Trash containers, including pet waste containers, are not allowed anywhere on the common areas, limited or general, which include porches, decks, patios, and courtyards. (Bylaws Art. VI Secs 8 and 17).

**Gas Line** - for grills/fireplaces (Rev. 1998). Exterior natural gas lines for grills or fireplaces are not allowed.

**Gazebo/Pergola/Portable Awning** (Rev. 1996). Portable gazebos, pergolas or awnings are not allowed anywhere on the common elements, general or limited.

**Generators.** No generator other than a battery operated or a solar powered generator is allowed. These must be placed within a limited common area and must not disturb neighbors due to noise.

**Holiday Lights and Decorations.** Holiday lights and decorations are allowed on general common areas. Lights and decorations must be placed so they do not interfere with any Co-Owner's enjoyment of their own space (*i.e., shine into windows of nearby units*), or interfere with lawn care or snow removal. Decorations should not have any type of sound which may disturb other Co-Owners. All lights and decorations must be removed immediately after the holiday ends.

**Hot Tub/Jacuzzi** (Rev. 1998). Hot tubs or jacuzzies are not allowed anywhere on the general or limited common areas (*garages, decks, patios, lawns*). (Bylaws, Art VI, Sec 8)

**Painting. Board Approval Required.** Exterior painting by a Co-Owner is not allowed, unless directed by the management company or per deck regulations. The exception is painting of yellowing trim on front doors. Such trim can be painted either white or light gray (a color match to Sherwin Williams SW2129 Zircon) to match the door. (Bylaws, Art VI, Sec 3)

**Parking and Vehicles.** (Rev. 2025) Parking in court parking areas is primarily designated for visitors – there is no additional parking for units with double garages. Each court has two visitor parking spots per building. Buildings with tandem/single garages share two outdoor parking spots (board approval required for outdoor parking). Co-Owners are required to use the garage for parking two vehicles. Parking an additional vehicle in the general parking area requires prior written permission from the Board of Directors. Outdoor parking is not guaranteed, and any approval may be revoked at any time.

Co-Owners are required to report their vehicles to the management company, including the make, model, color, and license plate number.

No inoperable, or unregistered, vehicles of any type may be brought or stored upon the Condominium premises, either temporarily or permanently.

Parking is not allowed in court entryways, along the fire lane, or on the grass. The fire lane runs along one side of Mill Creek Drive, both sides of court entryways, and in front of garages. Parking in front of double garages is allowed for drop-off/pick-up only. Overnight parking in front of garages is not permitted. Vehicles must not block easy access to another unit's garage or walkway, or impede traffic within the court (including access for emergency vehicles). Residents with a valid parking approval or visitors may park on Mill Creek Drive if visitor parking areas are full (please restrict parking to one side of Mill Creek Dr. only – near entrances to Bay Shore, Chesapeake, Holly, Mystic, Mulberry, Palmetto.) Overnight parking is not allowed on Mill Creek Drive during the winter months (Nov. 1 – March 31).

Visitor vehicles staying more than three days require Board approval and must be reported to the management company with the vehicle's make, plate number, and estimated duration of stay. Extended visitor parking is not guaranteed. Trailers, campers, commercial vehicles, large trucks, business-use vehicles, all-terrain vehicles, snowmobiles, motorcycles, and golf carts are prohibited from parking in any general common area, including parking areas, entryways, and Mill Creek Drive. Vehicles making deliveries, pickups or providing a service to a co-owner are allowed to park in common areas with the exception of the entryways (entryways must be kept clear for Emergency vehicles, e.g. ambulances, fire trucks, police).

None of the common elements (garages, parking areas, driveways, roads, etc.) may be used for vehicle repairs, oil changes, or similar maintenance (Bylaws, Art. VI, Sec. 16).

Vehicles that violate the Bylaws (Art. VI, Sec. 9) or these rules are considered "unauthorized" and may be removed at the owner's expense.

If you are disabled and are in need of, or have questions about, a reasonable parking accommodation please contact the Association via the management company. (Rev. 2021)

**Oil Leaks** (Rev. 1996). Damages to asphalt or concrete caused by oil leaks is the responsibility of the Co-Owner who owns the leaking vehicle.

**Patio Furniture & Outdoor Décor.** Patio furniture and grills may be stored within the outside limited common areas over the winter months. Furniture stored outside must be covered with proper patio furniture coverings. All smaller items (*small furniture, flower pots, seasonal décor, etc.*) must be removed between November 1st and April 1st. (Bylaws Art VI, Sec 8) **With written Board approval**, outdoor furniture may be placed on center court islands for use by all Co-Owners within the court.

**Pets.** All pets must be reported to the Association. Pets are limited to one dog or one cat per Unit (no other animals are allowed). Both dogs and cats must be on a leash and under the control of a responsible person while outside. Pets are not permitted to run loose within the complex. Dogs or cats must not be tied or restrained anywhere outside, including within court yards, decks, patios, porches or garages. Dog pens or dog houses are not allowed on any common areas. Each dog or cat owner is responsible for the immediate collection and removal of pet waste. Not picking up pet waste is also an ordinance violation which may be reported to Shelby Twp. Pet waste must be disposed of properly. Waste containers cannot be kept outside on any general or limited common elements (*i.e., decks/patios, porches, courtyards, lawn, etc.*).

**Porch Lights** (Rev. 1998). The originally installed porch lights, both at the front and back of buildings, may be replaced or painted. If painted, the paint must be black or gray (*to match the trim on buildings*). If replaced, the new porch light cannot be taller than 20" measured from top to bottom. The new porch light can be any style in black, bronze, or pewter/matte silver and may have a motion sensor. **Flood lights are not allowed.** Porch lights cannot be added to any area of the building where a porch light did not originally exist.

#### **Portable Storage Containers/POD in Court Parking Area** (Rev. 2020)

With Board permission, a temporary portable storage container (*or POD*) may be allowed in the court parking area in which the Co-Owner resides. Prior approval by the Board of Directors is required before any storage container is brought onto Mill Creek of Shelby's property. A Modification Request Form (*see "FORMS"*) must be submitted stating the type of storage unit, reason for the request, and expected duration. The management company will determine where the storage container can be placed. Generally, the following restrictions will apply:

- Storage containers/PODs cannot be larger than 9 feet wide, take up more than one parking space, and must be parked in an "end" parking space.
- The storage container cannot be kept by the Co-Owner on Mill Creek of Shelby's property for more than seven (7) consecutive days.

#### **Recreational Activities on Common Areas** (2025)

The General Common Elements are limited to passive recreational activities only, including walking, running and other activities that do not create excessive noise, disturbances or potential harm to individuals or property. Active recreational activities, including golf, baseball and other sports posing a potential harm to individuals or property are not permitted on the General Common Elements.

## REGULATIONS

### Modifications/Changes to the Outside.

**Absolutely ALL changes or additions to the outside areas require written pre-approval** by the management company and/or the Board prior to any changes or additions taking place (Bylaws, Art VI, Sec 3, Michigan Condominium Act 559.147 Sec 47). Such changes include all changes to buildings, structures, and other additions, as described on the following pages.

**Any changes or additions made without the prior written approval of the management company or the Board is considered a violation, and is subject to the fines and legal actions described in the Condominium Documents.**

Any modifications installed either incorrectly or without prior approval becomes the current co-owner's responsibility to correct or remove, including any restoration of the area where the modification was installed.

Each Co-Owner is responsible for all costs involved with restoring a common area (*limited or general*) back to its original state should a modification be removed. A Co-Owner is also responsible for any damage a modification appurtenant to his/her Unit may cause. (Bylaws, Art VI, Sections 3C, 15(A), 17(B-C-D) Current Co-Owners are responsible for the maintenance, repair, and/or removal of any modifications installed. This responsibility shall pass down to subsequent owners or the unit. (Bylaws, Art XVI, XVIII, Sec 5). When modifications/additions are not maintained, the Association can instruct the management company to do so and charge the cost to the Unit's current Co-Owner.

### Obtaining Modification Approval

1. A "Modification Request" form must be filled in, signed, and submitted to the management company via email, regular mail or dropped off at their offices.
2. If your request includes a variation from the approved specification in style, material, or color, then the request will be forwarded to the Board for approval.
3. The management company will notify you in writing **within 30 days** of receiving your request (*letter mail and/or email*) and let you know when work can proceed according to the approved specification.
4. Once your new modification is installed, please contact the Board or the management company within 14 days for an inspection. Alternately, you can send a photo of your modification to either the Board's or management company's email address, notifying either that the modification has been installed.

## Awnings

### Front Door Entry Awning/Canopy – Oakwood Units (Rev. 1999).

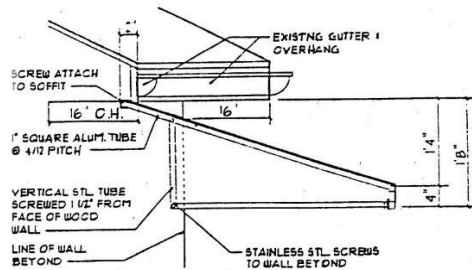
**Board Approval Required.** Verify dimension prior to frame fabrication as there are two variations of the Oakwood models, each with slightly different measurements. The frame must be 1" square aluminum tube with welded joints. Pitch of tube per print = 4/12. Fasteners used to attach the awning must be stainless steel (*incl. anchors, washers and/or screws*). The awning material must be reinforced vinyl and gray in color to match the overhang. The material must be replaced if it tears or fades. The awning must not exceed the dimensions shown on the print, other than for the minor variances between Units within the complex.

A licensed contractor must be used, if required by the state or the township. Any permits required by Shelby Township will be the responsibility of the Co-Owner/contractor.



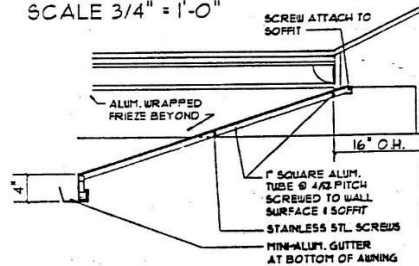
Sample Oakwood front door awning/canopy

The Co-Owner of the Unit is responsible for any maintenance. This responsibility shall pass to subsequent owners of the unit. If not maintained, the Association will remove the awning at the Co-Owner's expense. See drawings. Also see "UNIT MODELS" at the back of this document to identify the Oakwood Unit.



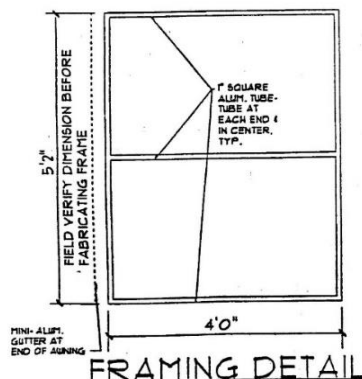
**AWNING SECTION B-B**

SCALE 3/4" = 1'-0"



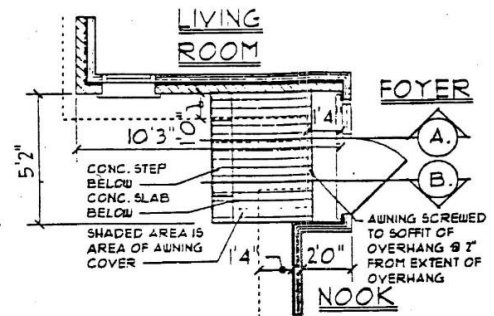
**AWNING SECTION A-A**

SCALE 3/4" = 1'-0"



**FRAMING DETAIL**

SCALE 3/4" = 1'-0"



**AWNING PLAN**

SCALE 1/4" = 1'-0"

#### NOTES:

1. AWNING FRAME SHALL BE FABRICATED WITH 1" SQUARE ALUMINUM TUBE WITH WELDED JOINTS.
2. AWNING SHALL BE A REINFORCED VINYL AND GRAY IN COLOR TO MATCH OVERHANG COLOR. VINYL "COVERING" TO BE REPLACED IF FADED OR TORN - ESTIMATED REPLACEMENT EVERY TWO TO FOUR YEARS.
3. UNIT OWNER IS RESPONSIBLE FOR MAINTENANCE AND CARE OF AWNING. IF AWNING IS NOT MAINTAINED, THE ASSOCIATION WILL REMOVE AWNING AT OWNER'S EXPENSE.
4. AWNING IS NOT TO EXCEED DIMENSIONS SHOWN HEREIN-AWNING IS INTENDED AS A STOOP COVERING ONLY OVER THE IMMEDIATE AREA OF THE ENTRY DOOR - IT IS NOT INTENDED AS A "COVERED PORCH".
5. ALL AWNING FASTENERS AND ANCHOR SCREWS/ WASHERS SHALL BE STAINLESS STEEL.

AWNING PLANS FOR:			
MILL CREEK CONDOMINIUMS			
Scale:	AS SHOWN	Date:	4/20/01
Drawn by:	C.A.	Rev. #	AWNING PLAN
Rev. #	1	Unit	180 UNIT
Rev. #	2	Unit	180 UNIT
Rev. #	3	Unit	180 UNIT
Rev. #	4	Unit	180 UNIT
Rev. #	5	Unit	180 UNIT
Rev. #	6	Unit	180 UNIT
Rev. #	7	Unit	180 UNIT
Rev. #	8	Unit	180 UNIT
Rev. #	9	Unit	180 UNIT
Rev. #	10	Unit	180 UNIT
Rev. #	11	Unit	180 UNIT
Rev. #	12	Unit	180 UNIT
Rev. #	13	Unit	180 UNIT
Rev. #	14	Unit	180 UNIT
Rev. #	15	Unit	180 UNIT
Rev. #	16	Unit	180 UNIT
Rev. #	17	Unit	180 UNIT
Rev. #	18	Unit	180 UNIT
Rev. #	19	Unit	180 UNIT
Rev. #	20	Unit	180 UNIT
Rev. #	21	Unit	180 UNIT
Rev. #	22	Unit	180 UNIT
Rev. #	23	Unit	180 UNIT
Rev. #	24	Unit	180 UNIT
Rev. #	25	Unit	180 UNIT
Rev. #	26	Unit	180 UNIT
Rev. #	27	Unit	180 UNIT
Rev. #	28	Unit	180 UNIT
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Rev. #	30	Unit	180 UNIT
Rev. #	31	Unit	180 UNIT
Rev. #	32	Unit	180 UNIT
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Rev. #	35	Unit	180 UNIT
Rev. #	36	Unit	180 UNIT
Rev. #	37	Unit	180 UNIT
Rev. #	38	Unit	180 UNIT
Rev. #	39	Unit	180 UNIT
Rev. #	40	Unit	180 UNIT
Rev. #	41	Unit	180 UNIT
Rev. #	42	Unit	180 UNIT
Rev. #	43	Unit	180 UNIT
Rev. #	44	Unit	180 UNIT
Rev. #	45	Unit	180 UNIT
Rev. #	46	Unit	180 UNIT
Rev. #	47	Unit	180 UNIT
Rev. #	48	Unit	180 UNIT
Rev. #	49	Unit	180 UNIT
Rev. #	50	Unit	180 UNIT
Rev. #	51	Unit	180 UNIT
Rev. #	52	Unit	180 UNIT
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Rev. #	64	Unit	180 UNIT
Rev. #	65	Unit	180 UNIT
Rev. #	66	Unit	180 UNIT
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Rev. #	68	Unit	180 UNIT
Rev. #	69	Unit	180 UNIT
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Rev. #	72	Unit	180 UNIT
Rev. #	73	Unit	180 UNIT
Rev. #	74	Unit	180 UNIT
Rev. #	75	Unit	180 UNIT
Rev. #	76	Unit	180 UNIT
Rev. #	77	Unit	180 UNIT
Rev. #	78	Unit	180 UNIT
Rev. #	79	Unit	180 UNIT
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Rev. #	86	Unit	180 UNIT
Rev. #	87	Unit	180 UNIT
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Rev. #	89	Unit	180 UNIT
Rev. #	90	Unit	180 UNIT
Rev. #	91	Unit	180 UNIT
Rev. #	92	Unit	180 UNIT
Rev. #	93	Unit	180 UNIT
Rev. #	94	Unit	180 UNIT
Rev. #	95	Unit	180 UNIT
Rev. #	96	Unit	180 UNIT
Rev. #	97	Unit	180 UNIT
Rev. #	98	Unit	180 UNIT
Rev. #	99	Unit	180 UNIT
Rev. #	100	Unit	180 UNIT

**Retractable Awning – Board Approval Required.** (Rev. 2007). For courtyards, decks and patios. Approved vendors for awnings are:

**Marygrove, the Awning Store and More**

Color code: 4654 Linen Tweed (tan/beige)  
Fabric: Sunbrella Acrylic  
Model: 520 Mitjavila Awning Systems  
Frame color: White

**Costco Warehouses**

Color code: 7957 Nutmeg Tweed (tan/beige)  
Fabric: Sunsetter Woven Acrylic  
Model: Vista or motorized  
Frame Color: White

A licensed contractor must be hired to install awnings. The awning size should be determined by the awning contractor to fit the size of the existing patio or deck. An exterior rain or snow storage hood is required for all retractable awnings installed on units without an overhang from the roof to protect the awning.

Co-Owners have the choice of selecting a manual or electric crank. The awning company will not install the awning electrical connection. This is the Co-Owner's responsibility. An electrical permit is required by Shelby Township, and the electrical installation must be performed by a licensed electrician. According to the township, the cord that comes with the electric motor can be plugged directly into a GFI outlet. However, an extension cord cannot be used to extend the cord to reach the GFI outlet. Outside wiring must be in conduit.

These specifications cannot be modified or deviated from by any Co-Owner without the express written permission from the Board. This decision has been made to ensure uniform conformity of the design within the complex.

It is the Co-Owner's responsibility to ensure maintenance and care of the awning. Should the awning fabric become torn, severely faded or worn, the Co-Owner must arrange to have the awning fabric replaced. This replacement is at the Co-Owner's expense. The Co-Owner is responsible for obtaining appropriate insurance coverage to include the awning and any potential damage caused by the awning (*for example: damage as a result of a wind or ice storm*), either to the Co-Owner's Unit or any other Co-Owners' Units. Any such damage will be at the awning owner's expense. The ownership and responsibility of the awning will belong to the Co-Owner of the Unit where it is installed and will transfer to future Co-Owners of the Unit. The Board will not be responsible for any loss, damages or expenses of any awning failure or damage. Should the awning be removed, the area where the awning was attached to the building must be restored to its original state at the Co-Owner's expense. This responsibility shall pass to subsequent owners of the unit. Also see "UNIT MODELS" at the back of this document to identify your Unit model.

## **Chimney Top**

**Board Approval Required.** The original chimney tops will be replaced by the Association. Replacement chimney tops for ventless gas fireplaces is the co-owner's responsibility. The chimney top color must be black or dark brown to blend with the chimney tops currently installed within the complex.

## **Courtyards and End Unit Patios** (Rev. 2000)

**Board Approval Required.** Oakwood Units (*end Units*) have a walled patio area which can be paved, along with the sidewalk leading to the porch. Brookfield, Hearthside and Maplewood (center Units) have a walled courtyard area which can be paved along with the shared front approach leading to the Units. If pavers are used, the paver color must be close the color of the building brick. An appropriate base must be used (*refer to Paver Patio Specifications*). If stamped concrete is being used, the color should be similar to the building brick or it can remain the same color as concrete. Regular concrete may also be used in the patio area of these units. **Elevated courtyards or elevated end unit patios are not permitted.** I.e., the area finished must be at ground level and cannot be raised to create a step at the entrance to the courtyard or patio.

The area can also be a combination of brick paver, patio stones and landscaping. Grass, shrubs and flowers may also be planted in the courtyard limited common areas. Plantings should not be variations expected to exceed a height of 8 feet. Any plantings in these areas must be maintained by the Co-Owner, and are not the responsibility of the Association. Co-Owners can also use Epoxy aggregate in the courtyard limited common areas. There is a separate specific procedure for Epoxy aggregate. A licensed contractor must be used, if required by the state or the township. Any permits required by Shelby Township will be the responsibility of the Co-Owner/contractor. Any request for paving a shared front approach/walkway (center units with courtyards) must be agreed to in writing by both Co-Owners who share the walkway. The written agreement must be attached to the modification request.

**Fences/Gates** (Rev. 1995). **Board Approval Required.** Units with a front courtyard or an end patio may install a permanent gate/fence to enclose it. (Note that temporary pet/baby gates are not allowed.)

Oakwood Unit (end Unit) - Fence and Gate: **The hinged side of the gate must be attached to the fence corner or end post only.** Attaching the hinged side of the gate to the free-standing pillar is not allowed. The latch post for the gate must be attached to the brick pillar that abuts the courtyard wall. The fence post abutting the building can be attached to the building wall next to the courtyard, in line with the walkway. A fence and/or gate cannot extend along the front of the building – see photo for correct size and placement.



**Sample Oakwood (end unit) fence and gate.**



**Sample gate for Brookfield, Hearthside or Maplewood units.**

Brookfield, Hearthside, or Maplewood (center) Units - Gate only: If there is a center brick T-wall between the courtyards, a gate can be installed on the side closest to the Co-Owner's unit. **The hinged side of the gate must be attached to the garage wall.** A gate can also be installed to span the entire entry to both courtyards, provided both Co-Owners of the center Units agree to such arrangement.

For all Units: **The gate/fence cannot exceed the height of the brick courtyard or patio wall,** although the gate itself can be a rounded design which is slightly taller than the brick wall. The gate and/or fence can be aluminum or wrought iron. The gate/fence color can be black or bronze. The gate can also be painted gray to match the building trim (Sherwin Williams A100 Satin Paint - SW2131 "Steeple Gray" (darker gray). *(Note: The color "Steeple Gray" is discontinued, but is still available as a color match from most paint stores.)* A licensed contractor must be used, if required by the state

or the township. Any permits required by Shelby Township will be the responsibility of the Co-Owner/contractor. Any damage to the brick, or other damages created by installation or removal of the gates/fences must be repaired at the Co-Owner's expense. This responsibility shall pass to subsequent owners of the unit.

## Decks

**Board Approval Required.** Decks can be added to the following Unit types: Brookfield, Hearthside, Maplewood (*all center Units with courtyards*), Elmwood (*end Unit w/porch and double garage*) and Oakwood models (*end Unit w/patio*). See "UNIT MODELS" to identify your Unit type. Deck construction can be either pressure treated lumber, composite, or PVC material.

**Pressure Treated Lumber Decks** (Rev. 1995). All supporting posts must be pressure treated lumber. All sub-structure lumber must be pressure treated lumber. All visually exposed lumber must be pressure treated lumber. This includes beam ribbons (aka fascia Boards). A licensed contractor must be used, if required by the state or the township. Any permits required by Shelby Township will be the responsibility of the Co-Owner/contractor.

**Paint for Lumber Decks** (rev. 2015). Pressure treated decks must be painted. Because the original Trex decks in color "Saddle" (*lighter color beige/taupe*) has been changed by the manufacturer to a darker Trex Select Earth Tones "Saddle" color, there are two paint color choices for decks. Choose the color that most closely matches your neighbor's composite deck. Light color: Sherwin Williams WoodScapes (Base 2) Solid SW3030 Desert Wood (*or a color match*). Darker color: Color matched to approved deck(s) for building. Trex Select Earth Tones "Saddle".

**Composite Decks** (Rev. 2017). Composite decking material can be used for the entire deck; floor, stairs/steps, beam ribbons (fascia boards) and the entire railing system; spindles, top and bottom rails, and posts. The color of the composite material must be close to identical to the approved composite materials:

**Trex.** Trex Select **Earth Tones** – "Saddle" color or similar. The approved color, or a match, must be used for all deck components.

**Trex Railing Kits.** Note that the color "Saddle" may not be available in Trex. If using Trex Select **Earth Tones** "Saddle" color decking, the railing components must be in a similar color. A different manufacturer can be used for the railing posts, baluster (*spindles*), speed rail, trip board, post collar, and optional flat post cap. Flat railing with no post caps, or optional flat 4" x 4" post caps.



### Specifications for All Decks Types (Rev/ 2017)

1. All vegetation under the deck must be destroyed and covered with landscape fabric and a minimum of 3" tan/gray pea gravel. **Downspouts extending from the building into the deck area must be routed under the deck**, using appropriate drain material, and extended to the front outer edge of the deck.
2. Sprinkler heads must be relocated or added at the Co-Owner's expense by the Association's irrigation contractor so the common area surrounding the deck is watered the same as before the deck installation. Head re-location or installation must be done by the irrigation contractor used by the Association. The Co-Owner (current or future) is responsible for all costs associated with the relocation of existing sprinkler heads and/or installation of additional sprinkler heads.
3. All main beams must be bolted to footing posts with galvanized bolts, washers and nuts.
4. The space between the finished decking and all door wall sills must be a minimum of 3/4".
5. The perimeter of the deck, at grade level, must be outlined with treated 4" x 4" lumber to retain the pea gravel and facilitate lawn trimming.
6. When decks/patios of adjacent Units are built, a cobblestone area (as shown on each unit deck plan) shall be installed between the decks/patios to facilitate lawn maintenance. The area can also be filled with paver bricks, or patio stones (an appropriate foundation must be installed) in a color similar to the building brick, or gray. (See Paver Brick Patio specifications if paver bricks will be installed.) Should a deck or patio be removed, the cobblestone area must also be removed. This responsibility shall pass to subsequent owners of the unit.

The cost, installation and maintenance of the cobblestone, pavers or patio stones, filter fabric and the 4" x 4" edging shall be shared by the two Units involved. The cost of removal and restoration of the area shall also be shared responsibility by the Units involved. This responsibility shall pass to subsequent owners of the unit.

7. **Deck Boards** are to be 2" x 6" continuous w/o butt joints, and nailed tightly together without gaps between the Boards.
8. **Posts** should be 4" x 4" square.
9. **Spindles (Balusters)**: The maximum opening between spindles is 4", i.e., 2" x 2" square spindles on 6" centers.
10. **Stairs/Steps** must be recessed into the deck floor (*not extended outward from the deck*). Stairs/steps with three (3) or more risers must have side guard rails at each side of the stairs/steps, and a hand rail.
11. **Hand rail**: The hand rail must have a minimum height of 30" and a maximum height of 34", measured vertically from the nose of the threads, and be attached to the posts of the guard rail.
12. **Guard rail**: The guard rail must be 36" high measured vertically from the nose of the threads. Guard rail posts must extend below the deck Boards and attach to the sub-structure. No guard rail spans shall exceed five (5) feet.
13. **Gate**: A gate may be installed on all decks (*top of stairs/steps*). (*See Fence/Gate Specifications*)
14. **Privacy screen**: A privacy screen is allowed only for the 1850 Hearthside model (*2-story Unit*), on the adjacent side (*center*) of the two decks. Privacy screen posts must extend 42" below grade and also function as beam support posts.

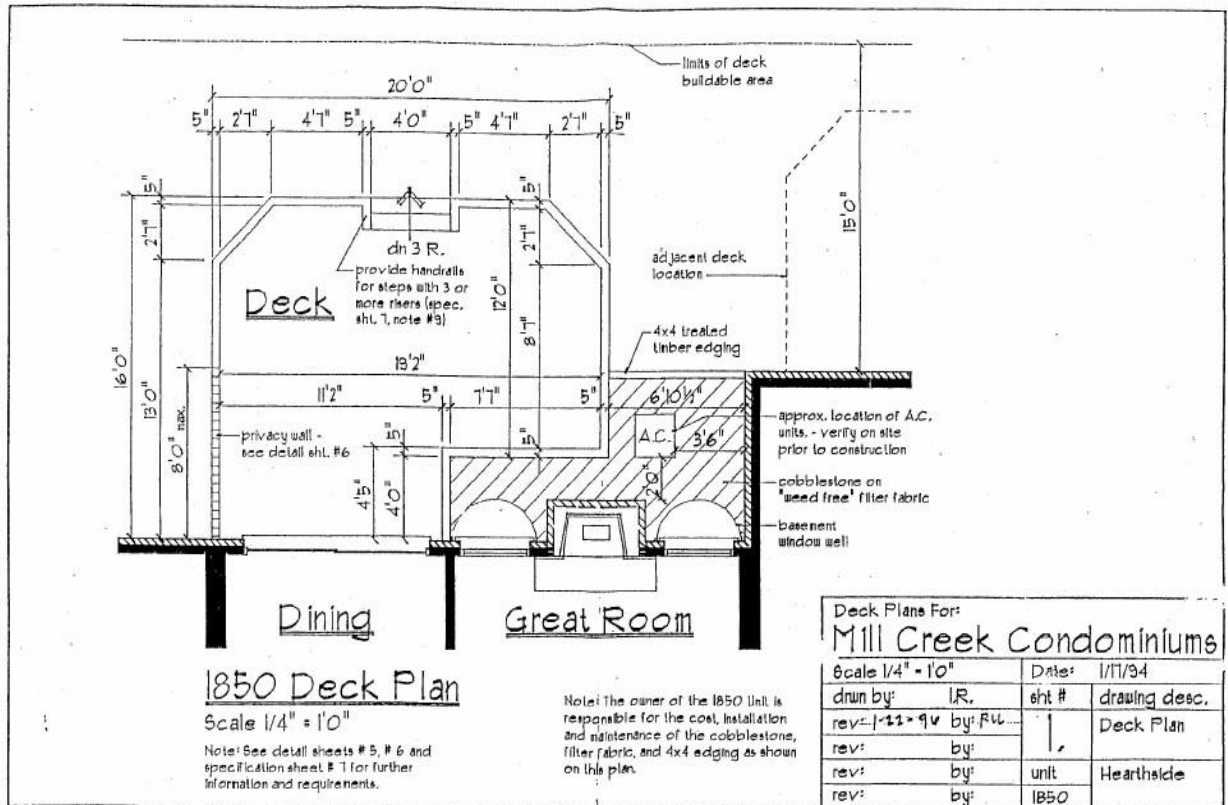
A licensed contractor must be used, if required by the state or the township. Any permits required by Shelby Township will be the responsibility of the Co-Owner/contractor. These specifications are established by the Association to ensure uniformity of decks. In no way does the Association consider itself an expert of building codes and/or ordinances. Therefore, it is the responsibility of the Co-Owner/contractor to ensure that any permit required is obtained prior to installation of a deck. It will be the responsibility of the contractor to contact Miss Dig if necessary, and to be sure that buried cables are still accessible. The cost of deck maintenance is the complete responsibility of the Co-Owner. Likewise, the cost of deck removal and restoring of the common area to its original condition is that of the Co-Owner. This responsibility shall pass to subsequent owners of the unit.

### Deck Plans and Drawings. There are no deck plans for Units with tandem style garages.

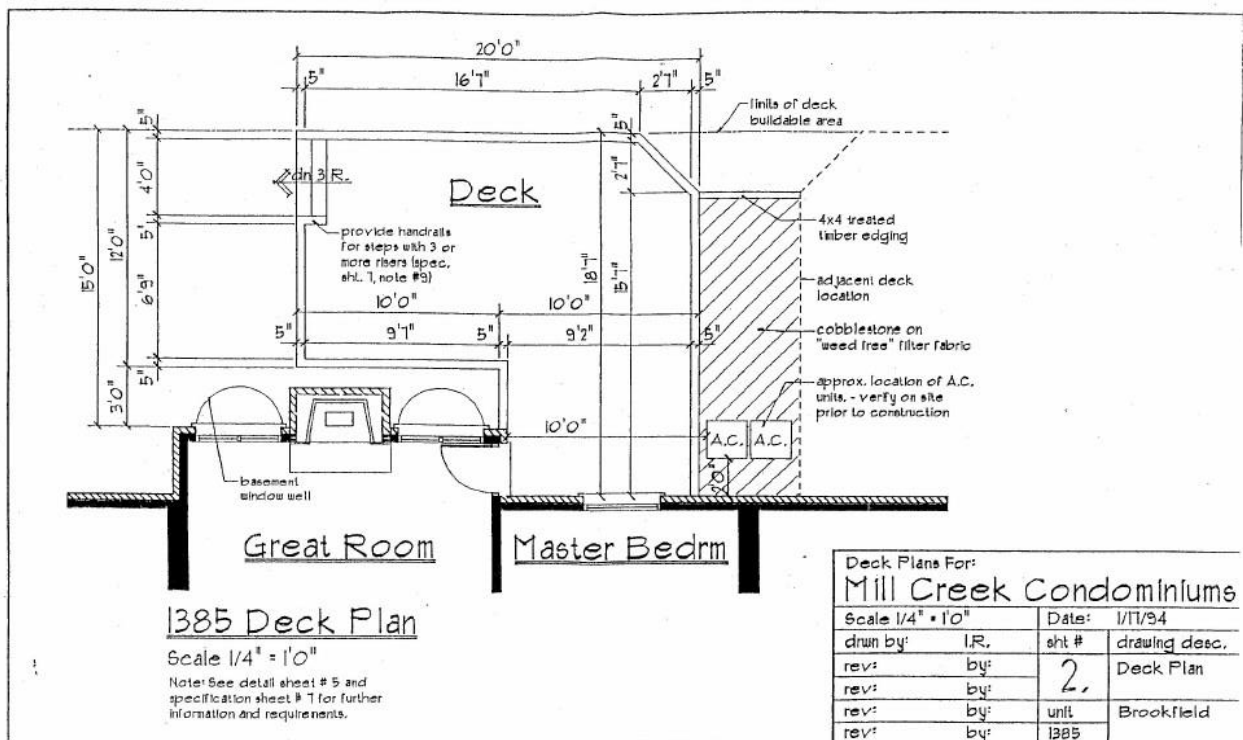
1. Hearthside Model (2-story center Unit)
2. Brookfield Model (center Unit w/courtyard, fireplace/brick chimney, double garage)
3. Maplewood Model (center Unit w/courtyard, double garage)
4. Elmwood Model (end Unit w/porch, double garage), and Oakwood Model (end Unit w/patio, fireplace/chimney, double garage)
5. Deck detail for all Units.
6. Privacy screen (Hearthside Unit only)



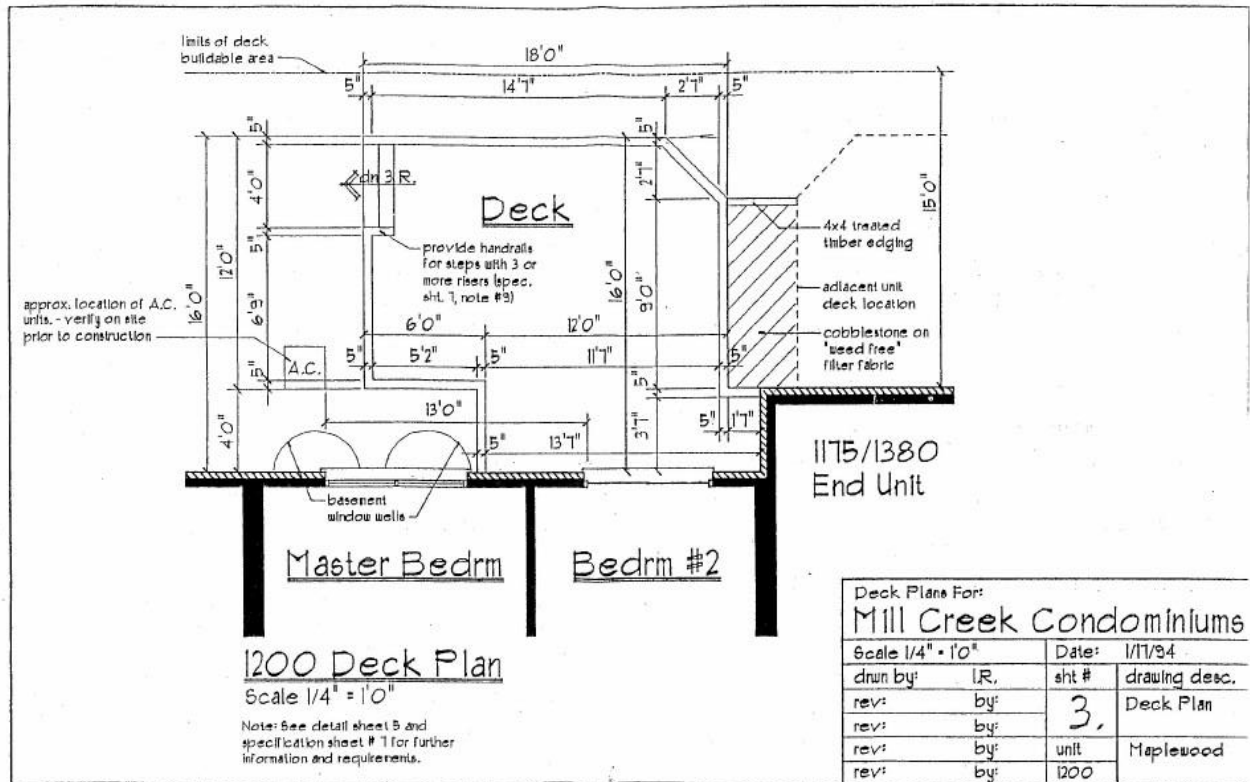
## 1) 1850 Hearthside Model (2-story)



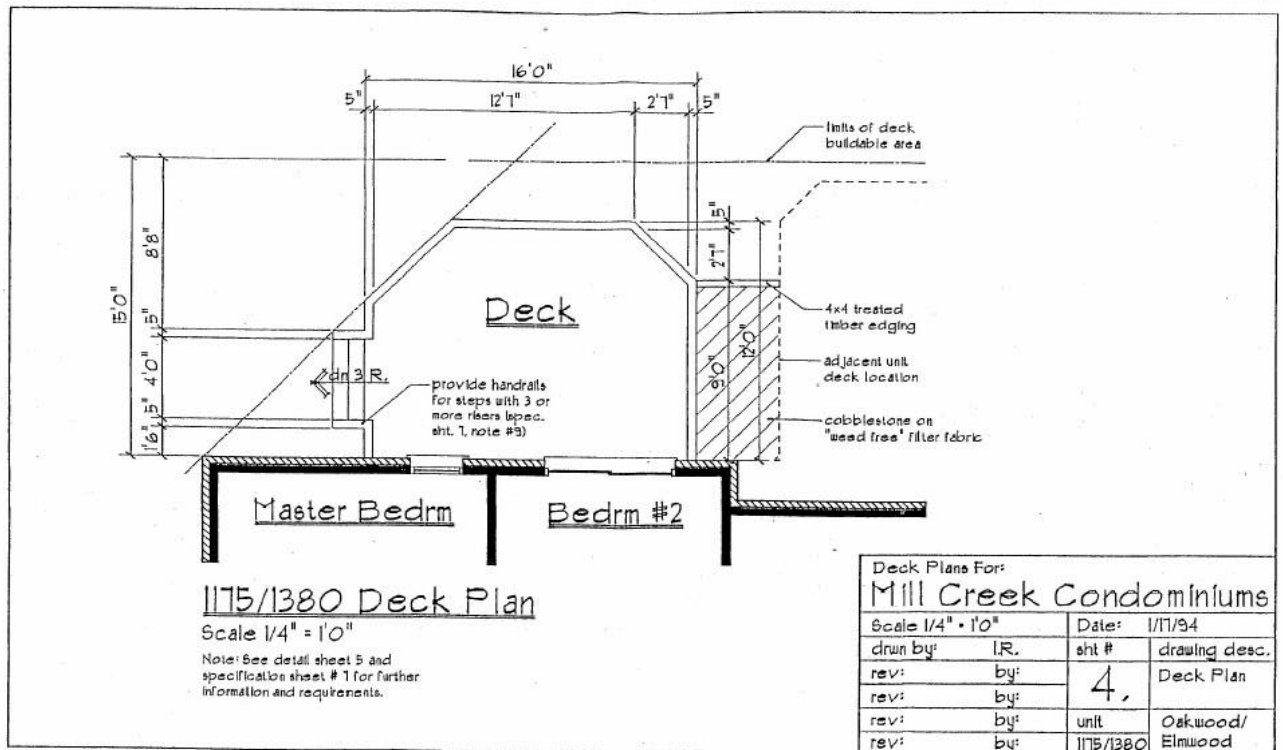
## 2) 1385 Brookfield Model (large center Unit w/courtyard, fireplace/brick chimney, double garage)



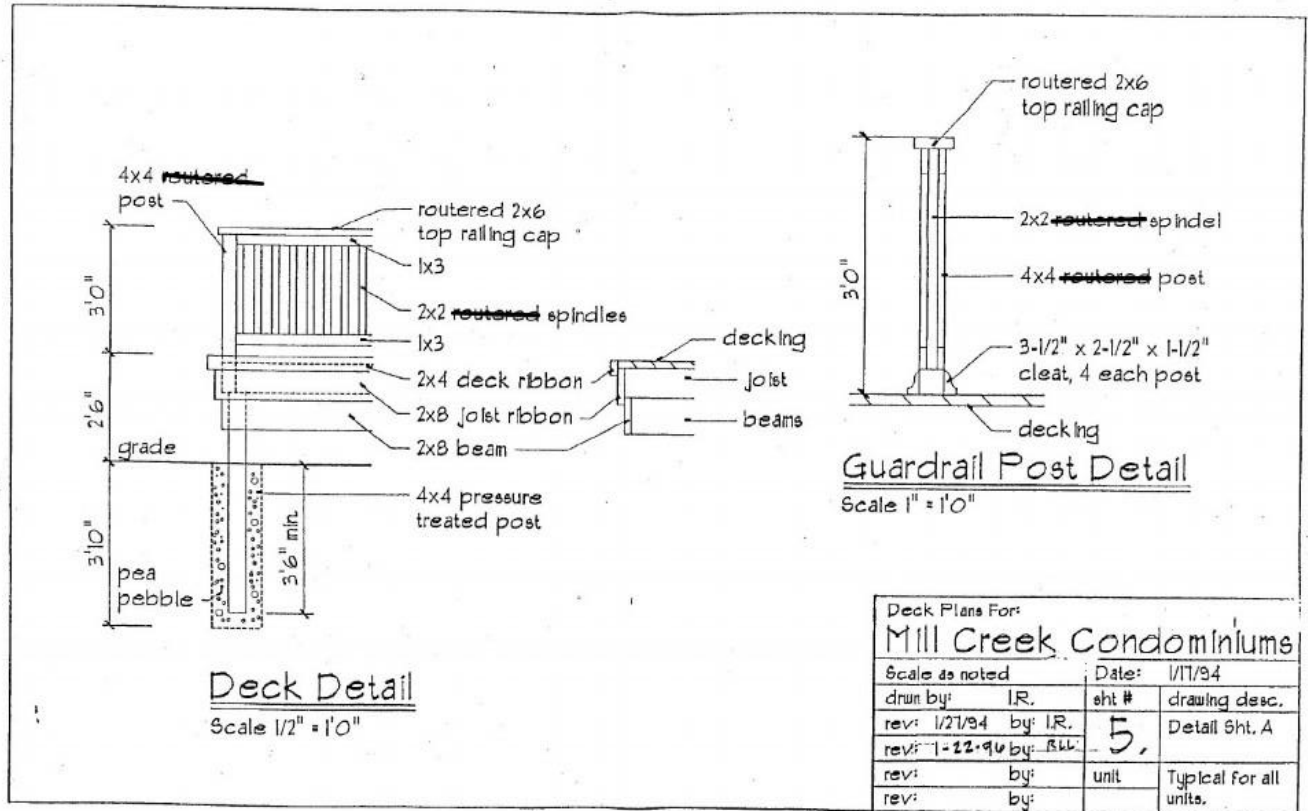
3) 1200 Maplewood Model (smaller center Unit w/courtyard, double garage)



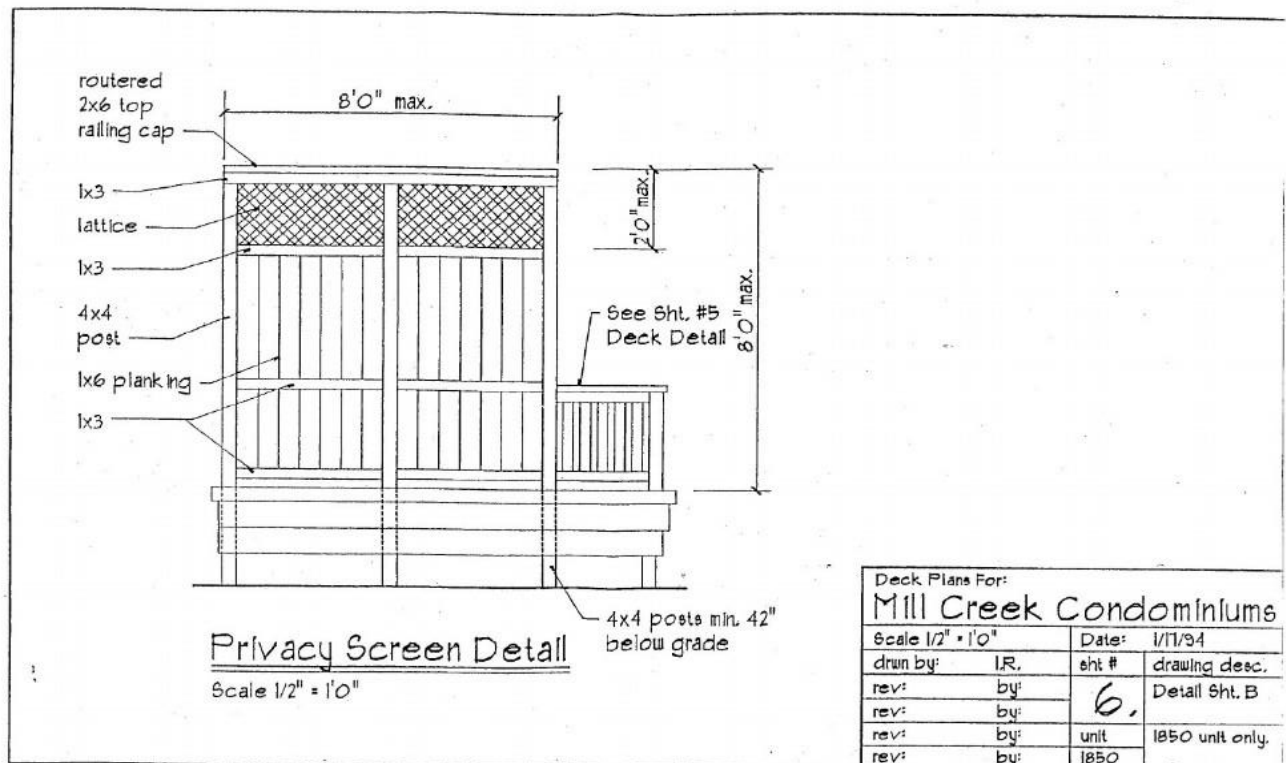
4) Elmwood (end Unit w/porch and double garage) or Oakwood (end Unit w/patio, fireplace/chimney, double garage)



## 5) Deck detail - all Units



## 6) Privacy screen - Hearthside Model only



## Doors

**Front Entry Door and Sidelight Glass (Rev. 2025). Board Approval Required.** Two styles of doors with glass inserts are acceptable; a 9-lite door or a fan (*sun burst*) door. **The door material shall maintain its appearance without requiring painting or surface refinishing** for the life of the installation under normal use conditions. The door construction shall achieve a minimum impact resistance rating and demonstrate weather resistance. **The color of the door must be light gray**, while the glass trim may be light gray or white.

Replacement for doors with sidelight glass must continue to be doors with sidelight glass. The sidelight glass must be the same style and size as originally installed by the builder. Any permits required by Shelby Township will be the responsibility of the Co-Owner/contractor.

Glass inserts, including sidelight glass, may be any type of clear, frosted, tinted, etched or decorative glass. The 9-lite grid, sunburst or original gothic 4-panel grid cannot be removed. Glass block windows are not allowed by front doors.



**Garage Door Replacement. Board Approval Required.** The replacement garage door must be a flush wood-grain steel insulated 4-section door. A handle is not required. The door must be finished with a baked-on primer and a polyester/fiberglass top coat in a factory finish. The finish provided by the manufacturer must be a maintenance free finish which does not require painting. **The color of the garage door must be as close as possible to the color of the aluminum siding above the existing door, very light gray** (Clopay Model 4302 Gray is a correct option, or a color match in a different brand). The new door must be weather-stripped (*incl. top, sides and bottom*). The door trim on the outside should be vinyl for ease of maintenance. The door trim must also be very light gray. The contractor must dispose of the old door at the time of installation - it cannot be left at the property of the complex. A licensed contractor must be used, if required by the state or the township.

**Garage Door Keypad:** Installation of camera-enabled garage door keypads or similar devices are prohibited. These devices conflict with our existing privacy regulations for cameras as they may infringe upon other residents' right to privacy.

**Garage Door Maintenance.** Maintenance of a replaced garage door, including touch up paint (available from the installer or manufacturer), is the responsibility of the Co-Owner (Master Deed, Art IV Sec 3A). This responsibility shall pass to subsequent owners of the unit. Painting of a garage door is not allowed without Board approval (Bylaws, Art VI Sec 3). Co-Owners are responsible for replacement of wood trim around garage doors. The paint color for the wood trim is Sherwin-Williams SW2129 Zircon (Satin), or a color match.

**Great Room Door - Brookfield Model. Board Approval Required.** The Brookfield Model is a center Unit with a two-car garage, courtyard and fireplace w/brick chimney (*also see "UNIT MODELS" to identify your Unit model*). Any replacement of the exit door in the great room of the Brookfield Unit must look exactly the same as the original builder installed door. The glass pane must be insulated glass and the same size as the original builder installed pane. The door can be wood, vinyl or steel, or a combination of these materials. The exterior of the door must be a very light gray color.

**Storm Doors (Rev. 2021). Board Approval Required.** When submitting the "*Modification Request/Agreement*", also include a photo or brochure that shows the desired storm door (*if the brochure shows several door models, please circle the desired door*). The options for storm doors are either the regular self-storing style or the low-kick full-view door. The door's inner corners should be square and not scalloped. Storm doors can be white, or very light gray to match the aluminum trim on the buildings as closely as possible.



## Doorbells

**Board Approval Required.** A Modification Request must be submitted to the Board for approval before any installation can take place. Regular doorbells, similar to those originally installed by the builder, must be installed in the same spot where the original doorbell was installed.

**Doorbells by Garages** (no camera). With Board approval in writing, regular doorbells can be installed in the aluminum siding next to the garage door (usually over or under the garage door opener. The Co-Owner will be responsible for any repairs to restore the area once the door bell is removed. This responsibility shall pass to subsequent owners of the unit.

**Doorbells with Cameras** (Rev. 2018). With Board approval in writing, a camera doorbell can be installed by the front door, in the same spot where the original builder installed doorbell was located, provided that the camera does not capture any neighbor's limited common areas or otherwise interferes with the privacy of other Co-Owners. A doorbell wedge may be required to divert the camera's view away from the neighbors' limited common areas. An image showing the view from the door bell's location should be included with the Modification Request for the Board's review.

## Electrical Standard Outlet – Exterior or Garage

**Board Approval Required.** Standard electrical outlets installed to the exterior of a Unit or in the garage require prior written approval from the Board. Co-Owners will be responsible for any repairs or replacement of such outlet, if approved, and will also be responsible for any damages as a result of this installation. This responsibility shall pass to subsequent owners.

## Electric Vehicle Chargers

**Board Approval Required.** See Modification and Alteration Agreement for Electric Vehicle Service Equipment under "FORMS". The Board of Directors of Mill Creek of Shelby Association (the "Association") adopts these rules on the 25th day of January 2023, effective immediately.

- A. The Association is responsible for governance, maintenance, and administration of Mill Creek of Shelby (the "Condominium").
- B. The Association exists pursuant to the Michigan Condominium Act and the Michigan Nonprofit Corporation Act, as well as the Association's Articles of Incorporation, the Master Deed and the Condominium Bylaws (collectively, the "Condominium Documents").
- C. The Michigan Condominium Act and Arti, VI, Sect. 13 of the Condominium Bylaws authorize the Association's Board of Directors to adopt and enforce reasonable rules and regulations in the interest of the Condominium.
- D. The Association's Board of Directors desires to adopt rules governing the installation, maintenance, and use of electric vehicle service equipment ("EVSE") within the Condominium.

The Association's Board of Directors adopts the following Condominium rules (the "Rules"), which are binding upon all Co-owners and their tenants, occupants, successors and assigns, and which supersede any previously adopted rules on the same subject matter:

- 1. Requirement for Board Approval. No Co-owner may install any EVSE charging system without first obtaining the Board's written approval. The Board may authorize the installation and use of EVSE charging systems within the Condominium, subject to these Rules.
- 2. Modification Submittal and Approval Requirements. All requests to install any EVSE charging system must be submitted in writing to the Association. The request should include: (a) the installing electrician's credentials, including proof of license and insurance; (b) the electrician's assessment of the circuit load capacity for the location the EVSE charging system is to be installed; and (c) copies of all applicable plans approved by the municipality, including whether a separate electric meter will be installed, permits that must be obtained, and inspection approvals that are issued.
- 3. Specific Regulations.
  - a. Type of System. Co-owners may install either a Level 1 (110 volts) or Level 2 (220 – 240 volts) charging system. Level 3 (480 volts) charging systems are not permitted in the Condominium.
  - b. Location of Installation. Any EVSE charging system must be installed and used solely within a Unit's Limited Common Element garage. Unless otherwise approved by the Board in writing, a vehicle may not be charged on the driveways, roads, or parking areas.

- c. Cut Off Switch. Co-owners must install a clearly visible cut off switch on the EVSE circuit so that in case of an emergency, first responders can swiftly and safely turn off the EVSE charging system.
4. Installation and Usage.
- a. Licensed and Insured Contractor. A qualified, licensed, and insured electrician must perform all EVSE charging system installations. The Co-owner must provide the Board with the name of the electrician that will be performing the installation along with the electrician's license type, number, and a copy of the electrician's certificate of insurance.
  - b. Circuit Load Assessment. The electrician must assess the Co-owner's circuit load to ensure that the circuit can accommodate the charging system and issue a written report that is to be provided to the Board. If the electrician deems it necessary, any improvements to the electrical system to accommodate the installation of the EVSE charging system, including but not limited to the installation of a separate electrical circuit and outlet to handle the increased electrical load, would be installed at the Co-owner's expense.
  - c. Separate Electric Meter. Any EVSE charging system must only use the installing Co-owner's electricity and, if necessary, Co-owners must have a separate electric meter installed to ensure the same. The Co-owner will solely be responsible for the cost of any separate electric meter installation.
  - d. Codes, Permits, & Inspections. Co-owners and their electrician must follow all applicable codes and regulations for the installation and usage of the EVSE charging system. All necessary permits must be obtained by the Co-owner, at the Co-owner's expense, and proof of the same provided to the Association prior to proceeding with installation. Once installed, the Co-owner must provide the Association with any municipal inspection approval if applicable.
  - e. Inspection by Association's Contractor. At the Board's discretion, the Association's contractor may inspect any proposed installation of any EVSE charging system to ensure its compliance with the Condominium Documents. The Co-owner shall be responsible for any costs incurred by the Association in having its contractor review, investigate, and issue their report, and those costs may be assessed to the Unit, in which case they will constitute an assessment under the Condominium Documents secured by the lien on the Unit, collectible according to the provisions of the Condominium Documents and the Condominium Act.
5. Modification and Alteration Agreement. The Board conditions all approvals on the Co-owner signing a Modification and Alteration Agreement, which may be recorded against the Co-owner's Unit, to place all subsequent Co-owners of the Unit on notice of their obligations with respect to the installation. The obligations and duties imposed on the Co-owner making the modification shall be assumed by any successors-in-title to the Unit. The costs incurred by the Association to prepare and record the Modification and Alteration Agreement must be paid by the Co-owner in advance of the installation. The Modification and Alteration Agreement will set forth, among other things, that:
- a. Indemnification. The Co-owner shall indemnify and hold the Association harmless from and against all costs, damages, and liabilities to the Association resulting from the installation or use of the EVSE charging system. The Co-owner will also indemnify and hold the Association harmless from any liability, claims or damages in any way related to the EVSE charging system; and
  - b. Responsibility for EVSE Charging System. The Co-owner is solely responsible for insuring, maintaining, repairing and replacing the EVSE charging system and for any damages or costs resulting from the EVSE charging system and the costs of any repair, replacement or maintenance of any other Common Elements necessitated, caused by, or related to the EVSE charging system. The Co-owner shall name the Association as an additional insured on the Co-owner's insurance.
6. Board Approval. A modification request will only be deemed approved if:
- a. The Co-owner has complied with these Rules and the modification meets all of the requirements of these Rules;
  - b. The Co-owner has submitted a signed Request for Modification Approval form and the form has been countersigned by the Association or its designated agent; and
  - c. The Co-owner has submitted an original signed and notarized recordable Modification and Alteration Agreement along with any applicable fees including, without limitation, County recording fees.
7. Inspection. Unless waived by the Board in its discretion, the Board may conduct an inspection of a completed installation to ensure compliance with the approval given and may conduct routine inspections in the future to ensure the EVSE charging system is being properly maintained.

8. Approvals Revocable. Any approval granted by the Board is a license. If a Co-owner is not in compliance with the conditions of any Board approval, the Board may revoke the approval upon thirty (30) days written notice.
9. Applicability. This Rule shall be construed in conjunction with, and not in contravention of, the various provisions of the Condominium Documents.
10. Costs. All costs and expenses incurred by the Association that are in any way related to a Co-owner's EVSE charging system may be assessed to the Co-owner's Unit and will constitute an assessment under the Condominium Documents secured by the Association's lien on the Unit, collectible according to the Condominium Documents and the Condominium Act.
11. Interpretation. This Rule shall be construed in conjunction with, and not in contravention of, the various provisions of the Condominium Documents.

## Landscaping

**Bushes, Shrubs, or Trees on a common Area. Board Approval Required.** No trees or large bushes can be planted within any common area without prior approval. With Board approval, a Co-owner can donate a tree or a bush to the Association. The cost involved with the purchase of a tree/bush and planting (*including any cost of staking of underground wires and waterlines by Ms Dig*) is the responsibility of the Co-Owner, while the Association will be responsible for future maintenance, such as trimming and removal as needed. Trees and shrubs must be of the same species currently planted within the complex, or as approved by the Board and must be installed by a landscaping contractor. Co-Owners can request planting location(s) of donated trees and shrubs, which then will be considered by the Board and planted based on the location of underground wiring, sprinkler waterlines, etc. All trees and shrubs must be located a minimum of eight (8) feet from a building wall, depending on the type of tree or shrub to be planted. Trees that grow large must be planted a minimum of 25 ft from any wall. Approved deciduous trees: Flowering crab (*pink or white*), red sunset maple, crimson king maple, Cleveland flowering pear, linden tree, red point maple. Shrubs within a flower bed should be no taller than the bottom of a window and must be removed if they cause any damage to the foundation or bricks.

**Bushes or Shrubs on a limited common area.** Small bushes or shrubs may be planted within a limited common area or within an approved flowerbed. The bush/shrub must be maintained on a regular basis by trimming it to a minimum 6" away from any common area walls, and walkways. Bushes/shrubs cannot be taller than the bottom edge of a first-floor window.

**Plants, Rocks, Mulch or Decorations around Trees. Board Approval Required.** In the event of transfer of title, installations around a tree must be removed and the area restored, unless the buyer agrees in writing to maintain the area. A copy of the agreement must be provided to the Association prior to the closing. Planting flowers around general common area trees is allowed with Board approval, with the use of an approved landscape edging. The edging material used should be in a color similar to the building brick, or gray and can be either of the following: a) Pre-cast concrete, b) Mini Versa-lok, c) Retaining wall block, d) Col-Met powder coat steel landscape edging, or e) Concrete retaining wall blocks, placed in a single layer. No other edging is permitted. The same type of decorative fill stones used along building foundations can also be used around trees, provided concrete retaining wall blocks are used as edging. Landscape cloth must be used under the rocks. Mulch in a neutral color can also be added (tan/brown/black). The Co-Owner is responsible for maintaining or removing any plantings and edging materials.

**Flower beds. Board Approval Required.** In the event of transfer of title, a flower bed must be removed and the area restored, unless the buyer agrees in writing to maintain the flower bed. A copy of the agreement must be provided to the Association prior to the closing. Drawings must be submitted for approval for flower beds around porches and building foundations and must include all measurements, and show sprinkler heads located within the area to be landscaped. The distance from the building foundation (*porch*) to the edging material should be approx. two (2) feet. If a curved design is used (around an air conditioner), it may be +/- two (2) feet. **The sprinkler heads cannot be covered or otherwise be obstructed.**

With Board approval in writing, a sprinkler head can be relocated at the Co-Owner's expense. Sprinkler heads must be relocated or added at the Co-Owner's expense by the Association's irrigation contractor so the common area surrounding the flower bed is watered the same as before the installation. Head re-location or installation must be done by the irrigation contractor used by the Association. The Co-Owner (current or future) is responsible for all costs associated with the relocation of existing sprinkler heads and/or installation of additional sprinkler heads.

Landscape edging material must be used for all flower beds and can be in a color similar to the building brick, or gray, and either of the following materials can be used: a) Pre-cast concrete, b) Mini Versa-lok, c) Retaining wall block, d) Col-Met powder coat steel landscape edging or Curv-Rite, e) Concrete retaining wall blocks, placed in a single layer, or f) Vigoro

"Roman Stone" recycled rubber garden edging in brown. No other edging is permitted. Mulch or bark in a neutral color can be added (tan/brown/black).

Flower beds wrapped around two (2) sides of the building are only allowed for end units with porches (wrapped towards the unit's garage). Center units with porches may (with written Board approval) install a flower bed around the unit's porch and extend it to the corner of the building only. Flower beds must contain in-ground decorative flowers and small shrubs only. No flower pots. No vegetable planting is allowed in the border beds at any time (including herbs and marijuana). No vines climbing on buildings without a trellis. No bird baths within flower beds. Flower beds must be kept weed free. Remove all annuals and cut down perennials before Nov. 1<sup>st</sup>.

**Flower Pots/Planters on Common Areas.** Common areas include porches, patios, brick walls, association property with added structures (patios/decks), and the areas around building foundations filled in with rocks. Flower pots/planters must be containers specifically intended for plants and cannot be larger than 18" dia., or 18" long. Standard rectangular planters are acceptable. No more than ten (10) flower pots within added patios or decks, on porches, on top of brick walls or around building foundation rock beds. Any discoloration to the brick wall limestone as a result of flower pots/planters is the co-owner's responsibility to rectify.

Flower pots/planters can be used for vegetables and herbs and must be placed within a limited common area (patio, deck, porch, courtyard). No flower pots/planters within flower beds. Flower pots/planters with decorative flowers or shrubs can be placed on either side of the garage, in front of the brick garage columns.

**Garden Hoses/storage.** Garden hoses must be contained and cannot lay on the ground. Hoses should be on a reel or a hook that is attached to the mortar of the building, or contained on a reel or in a container placed on patio stones at the area where the outside spigot is located. The reel or container must not interfere with grass cutting.

**Plant Hangers** (Rev. 1996) Plant hangers are not allowed on garage columns (i.e., on either side of the garage door) but may be attached to the mortar or wood section elsewhere on the building. Removable 'brick clamps' are preferred for hanging smaller plants and decorations. The flower pots and hangers that are attached to the wood areas must be removed when the building is scheduled for painting and may be reattached when the painting is completed. Note that porch posts are hollow and will not hold heavy items. Do not hang anything on gutters, downspouts, or roof overhangs. Co-Owners are responsible for any damage to buildings caused by plant hangers. Sheppard's hooks are not allowed within any general common area (i.e., lawns, building foundations, around porches, decks or patios or around trees).

**Solar Garden Lights.** Solar garden lights are allowed for decorative purposes and can be placed within Co-Owners' limited common area court yards, flower beds, or on porches, decks and patios. Solar lights are not allowed anywhere within the general common areas, except for around trees (*with proper edging around the trees*). There is a limit of four (4) lights around each tree. Neighbors' consent may be required for lights around trees. Solar garden flood lights must be directed at the area by the Unit they belong to and must not interfere with neighbors (i.e., *shining into neighbor's windows, or light up any area which is for the exclusive use of the neighbor*).

**Statuary** (Rev. 2000). One statuary is permitted on a porch, patio or deck, in a courtyard, around the foundation of a building with decorative stones and edging installed. The statuary size is limited to 36" tall and 16" in diameter at the base of the item. A small statuary can be placed around a tree (*with proper edging*). The statuary cannot be placed on any grass-covered common area (Bylaws, Art VI, Sec 16). "Statuary" is defined as types of animals or birds, religious figures, etc.

**Stones around Building Foundations or End Unit Patio Walls. Board Approval Required.** In the event of transfer of title, the area around the building foundation must be restored, unless the buyer agrees in writing to maintain it. A copy of the agreement must be provided to the Association prior to the closing. The distance from the building foundation to the edging material should be approx. two (2) feet. If a curved design is used (around an air conditioner), it may be +/- two (2) feet. Drawings must be submitted for approval and include all measurements, and show sprinkler heads located within the area to be landscaped. The sprinkler heads cannot be covered with landscape cloth or fill stone. With Board permission, a sprinkler head can be relocated at the Co-Owner's expense by an irrigation professional.

Landscape edging material must be installed, in a color similar to the building brick, or gray, and can be either of the following: a) Pre-cast concrete, b) Mini Versa-lok, c) Retaining wall block, d) Col-Met powder coat steel landscape edging, or Curv-Rite, e) Concrete retaining wall blocks, placed in a single layer, or f) Vigoro "Roman Stone" recycled rubber garden edging in brown. No other edging is permitted.



Weed barrier landscaping cloth must be used under the cobblestone fill. Approved fill stones for all landscaping on common areas are; a) small cobblestones (a mixture of grays, tans and white stones), b) tan, c) gray, or d) black stones. No trees, bushes, shrubs or other plants can be planted within the stone filled area. Small decorative items and flower pots may be placed on top of the stones. There is a limit of ten (10) flower pots and decorative items within the cobblestone area. The areas filled with stones must be kept weed free.

### **Outdoor Furniture on Common Areas (Rev. 2021)**

**Patio Furniture on General Common Areas.** Co-Owners can bring a portable lawn chair to sit on the common areas (around buildings, on the lawn, etc.) during the summer months. The chair must be removed daily. No personal belongings can be left unattended on the common areas. **(Bylaws Art VI Sec 16).**

**Outdoor Furniture on Court Center Island.** With Board permission, a picnic table, benches and chairs can be placed onto the court center islands, provided these do not obstruct lawn care, damage the grass, block sprinklers, or become an eye sore. The owner of the patio furniture assumes full responsibility for any damages or injury caused by their items. Hammocks, umbrellas, pet enclosures, kiddie pools, large children's toys, trash cans, lawn decorations, shepherd's hooks, wind chimes, signs, flags, bird feeders, etc. will not be allowed in this area. BBQs, fire pits, tiki torches, candles, or other heat or fire sources are prohibited (Shelby Twp. Ordinances). Noise must be kept to a minimum to avoid disturbing other residents' peace (Bylaws Art IV Sec 6). Should the area where the furniture is to be placed need to be leveled, using pavers or artificial turf, then additional Board permission is needed. To prevent damages to vehicles in the parking area, pea gravel, mulch or other potential "projectiles" caused by the landscaper's leaf blower will not be allowed. Should a co-owner object to items placed on the court center island, then the owner(s) of the item(s) must remove these, unless written permission to keep the item(s) is obtained from the majority of the co-owners in that court.

### **Patios (on Common Area) – Paver or Stamped Concrete (Rev. 1999)**

**Board Approval Required.** Patios can be added onto the common area at the back of the following Unit types: Brookfield, Hearthside, Maplewood (*center Units with courtyards*), Oakwood (*end Unit with walled patio*) or Elmwood (*larger end Unit w/porch and double garage*). \*\*To add to, or replace, the original patio surface for the Oakwood (end unit) or center unit courtyards, see "Courtyards and Patios". \*\*

**The outline and shape of the patio must match the deck plan dimensions for each Unit.** The measurements for width and depth must be the same as for decks. Corners can be squared, or one corner can be angled - ref. the deck plan. The patio must not obstruct access to future repairs or replacements of window wells (if any) or repairs to building foundations. The approved patio sizes per the Association's site plan/deck drawings are (see "Unit Models" to determine which unit you have): Brookfield: 20' x 20', Elmwood: 12' x 16', Hearthside: 16' x 20', Maplewood: 16' x 18', Oakwood: 12' x 16'.

The height of the patio should not exceed the height of one retaining wall block (6"), plus one capstone (3-5/8"). This measurement may vary if the grade is very steep.

**Color:** The color of the retaining wall block and capstone must be similar to the building brick, or gray. Stamped concrete must be in shades similar to the building brick, or gray.

The base for the patio should be as recommended by your contractor, e.g., sand or a combination of sand and crushed stone. The base must be at least 12" total: 6" slag, 2" of 30A, and 4" of 5G. The excavation must be dug by hand. No heavy earth moving equipment is allowed on the Common Area. Small front loaders may be used to transport materials and debris.

Sprinkler heads must be relocated at the Co-Owner's expense by an irrigation professional. The sprinklers must be able to cover the same area as before the patio installation. Downspouts extending from the building into the patio area must, at the co-owner's expense, either be rerouted to the side of the patio or moved to a new gutter location. The new gutter location must be at the side of the patio the farthest away from a neighbor's deck, patio, or area where a deck or patio may be installed. Should there be any sod damage, then this must be replaced at the Co-Owner's expense, and watered by the Co-Owner until the new sod is established. If there are stairs/steps to exit to the grass area, it must be at the side of the patio that is toward the center Unit next to your Unit (*not to the side that is toward an end Unit*). You may need more than one set of stairs/ steps to exit your door wall to the patio, or from the patio to the grass. Railings are optional (*see Stair Railing Specifications*). The area around the well windows may be filled in with tan/gray cobble stones, provided an approved landscape edging is used. The narrow area between the building wall and the patio can be filled in with tan/gray cobble stones or used for planting. No planting or rocks are allowed on either side of, or in front of the patio.

When decks/patios of adjacent Units are built, a cobblestone area (as shown on each unit deck plan) shall be installed

between the decks/patios to facilitate lawn maintenance. The area can also be filled with paver bricks, or patio stones, in a color similar to the building brick (an appropriate foundation must be installed). Should a deck or patio be removed, the area between the deck or patio must also be removed and restored.

The cost, installation and maintenance of the cobblestone, pavers or patio stones, filter fabric and the landscape edging shall be shared by the two Units involved. The cost of removal and restoration of the area shall also be shared responsibility by the Units involved. It will be the responsibility of the contractor to contact Miss Dig if necessary, and to be sure that buried cables are still accessible. It will be the responsibility of the contractor to obtain any permits required. All work done must meet any applicable Shelby Township building codes. A licensed contractor must be used, if required by the state or the township.

### **Porches** (Rev. 2003)

**Epoxy Aggregate Resurfacing. Board Approval Required.** Epoxy aggregate resurfacing can be added to the porch and/or walkway. The *"Modification Request"* form must define the area to be modified and what type of Unit it is for. A color sample must be included with the request. The approved product for resurfacing is made by *"GoldenLook International"* ([www.goldenlook.com](http://www.goldenlook.com)). A color selection sample must be provided to the management company. The material must be replaced if it deteriorates. The same material can be used, or the porch must be replaced in its original form (*concrete*). The Unit Co-Owner is responsible for any required maintenance. If not maintained, the Association will remove the product and restore the porch/walkway to its original form at the Co-Owner's expense. A licensed contractor must be used, if required by the state or the township. Any permits required by Shelby Township will be the responsibility of the Co-Owner/contractor.

**Brick Porches** (Rev. 2003). **Board Approval Required.** The bricks used must match the color of the bricks used for the building. The Unit Co-Owner is responsible for any required repairs or brick replacement. If not maintained, the Association will remove the bricks and restore the porch to its original form at the Co-Owner's expense. A licensed contractor must be used, if required by the state or the township.

### **Satellite Dish** (Rev. 2016)

**Board Approval Required.** Satellite dishes are **only allowed in limited common areas** (center unit courtyards, end unit patios, deck/patio modifications, porch posts) per the Bylaws (Art. VI Section 4). FCC's OTARD Rule states *"an owner or tenant has the right to install an antenna or satellite dish on property that they own or over which they have exclusive use or control. In the case of condominiums, the rule applies to "exclusive use" areas, such as terraces, balconies or patios. The OTARD rule does not apply to common areas that are owned jointly by condominium owners."*

The satellite dish cannot interfere/disrupt/block existing underground utilities, sprinkler systems, down spouts, access to or exit from a Unit, walkway, or interfere with lawn maintenance. Satellite dishes must be the common size provided by a recognized satellite TV provider. Satellite dishes must be installed and secured in compliance with all applicable city and state laws and regulations, and manufacturer's instruction. **Any wiring must follow the gutter, downspout and roof lines, and must be in a color that blends in with the building. The dish cannot be attached to any part of the building, including the roof, or placed within the general common areas.**

A dish installed in a courtyard cannot be mounted on the courtyard wall, Unit wall, or on a porch. There is an exception for the Elmwood and Brentwood style Units (*end or center Unit with porches*), which have no limited common areas, except the porch itself. The dish can be attached to the porch post the farthest away from the front door. The dish must be near the roofline and attached with an appropriate clamping device since the porch posts are hollow. For Units with a deck or patio, the dish can be attached to the side of the deck/patio only, not the front. For Units with a porch, the dish can also be placed on a pole immediately next to the porch.

Co-Owners are responsible for the satellite dish, insurance, maintenance, repair and removal, and the correction of any safety hazard. Any changes or upgrades to an approved existing satellite dish must be submitted to the Board of Directors with an additional notice of installation. The Co-Owner shall indemnify and hold the Association harmless for all actions of whatsoever kind and nature involving installation use and removal of the satellite dish. The ownership and responsibility of the satellite will belong to the Co-Owner of the Unit where it is installed and will transfer to future Co-Owners of the Unit.

### **Solatube Skylight** (Rev. 2003)

**Board Approval Required.** A maximum of two (2) Solatube skylights may be permitted per Unit. The maximum size of any Solatube skylight allowed is 14" in diameter. The Solatube skylight must be installed by a licensed and insured contractor. The

Co-Owner will be responsible for any problems resulting from this modification, and is also responsible for any necessary repairs or maintenance required to common areas, limited or general, as a result of the Solatube Skylight(s) installation. This responsibility shall pass to subsequent owners of the unit.

### **Solar Roller Shade – Brentwood/Elmwood** (units with porches) (2020)

**Board Approval Required.** Solar roller shades can be installed between the porch posts on Brentwood and Elmwood units (*center or end unit with a porch*). The solar roller shades may need to be custom ordered as the distance between the posts is not a standard size and varies from unit to unit. A Modification Request must be submitted and approved PRIOR to any roller shade being installed.

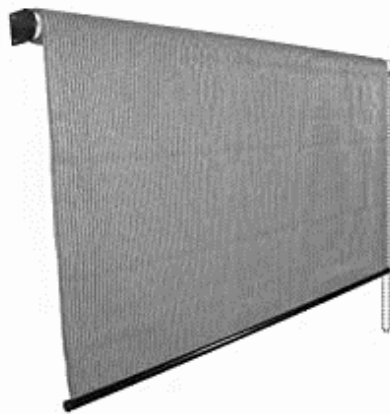
Roller shades must be attached to the top of porch posts and cannot be installed into the vinyl porch overhang. The bottom of the roller shade must be secured to the porch post on both sides when in use.

The shade must be “*manual*” and not require electricity to operate. The roller shade color can be any shade of gray to blend with the color of the porch posts. It is the Co-Owner’s responsibility to ensure maintenance and care of the roller shade.

Should the roller shade fabric become torn, severely faded or worn, the Co-Owner must arrange to have the roller shade replaced or removed.

The Co-Owner is responsible for obtaining appropriate insurance coverage to include the roller shade and any potential damage caused by the roller shade (*for example: damage as a result of a wind*), either to the Co-Owner's unit or any other Co-Owners' units. Any such damage will be at the roller shade owner's expense. The ownership and responsibility of the roller shade will belong to the Co-Owner of the unit where it is installed and will transfer to future Co-Owners of the unit. The Association is not responsible for any loss, damages or expenses of any roller shade failure or damage.

Should the roller shade be removed, the area where the roller shade was attached must be restored to its original state at the Co-Owner's expense. These specifications cannot be modified or deviated from by any Co-Owner without the express written permission from the Board. This decision has been made to ensure uniform conformity of the design within the complex.



**Bottom roller shade safety.**

### **Stairs/Steps** (Rev. 2023)

**Board Approval Required.** Units with access to the outside area via a sliding door wall to where a deck or patio could be installed, or to a walled-in patio or courtyard (Hearthside, Brookfield, Maplewood, Oakwood) have the option of installing a small set of stairs/steps for easy in/out access.

All stairs/steps must rest on an appropriate foundation. See “Railings” if railings are to be installed with the steps.

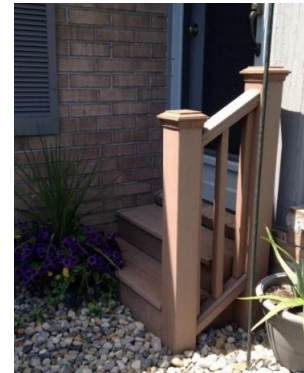
The stair/step plans submitted for Board approval must include dimensions (*height, width, depth*) and exact description of materials to be used. Brookfield units have the option of installing steps with a larger width and length by the great room door. See specifications below.



**Brookfield Optional Extended Great Room Steps. Board Approval Required.** Brookfield units (center units with a door leading to the outside from the great room) have the option of installing either a simple 2-3 step set of steps, or a wider/longer version of the steps, as shown in the graph (see photos below). The stairs/steps must rest on an appropriate foundation. Steps must be boxed in on all four sides to prevent animal access. The steps must include railings and risers per the photos below with the steps facing the neighboring unit.



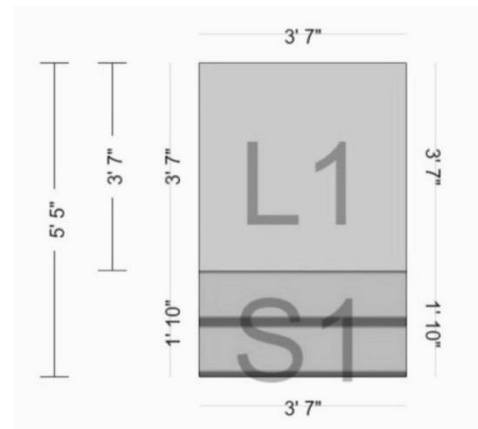
Platform steps and railing in pressure treated lumber for Brookfield great room.



Sample Trex steps w/railing.

#### Measurements:

L1 (top of steps): Width 3'7", length 3'7"  
 S1 (steps): Width 3'7", length 1'10", height 1'9"  
 Deck board: 5/4 x 6  
 Joist: 2 x 8  
 Joist spacing: 16" on center  
 Beam: 2 x 8  
 Framing post: 4 x 4  
 Footing: 4 x 4 / 6 x 6 deck block  
 Railing spindle: 2 x 2 x 36 square  
 Handrail: 2 x 4  
 Railing post 4 x 4 x 54



#### **Stair/Step Materials**

Pressure treated lumber: Stairs/Steps must be painted using either of the colors listed below, or a color match. Due to the original Trex color "Saddle" (lighter color taupe) being replaced with a darker shade of taupe/brown there are two paint color choices available. Choose the color that most closely matches your neighbors' approved deck(s) and/or stairs/steps. Lighter color: Sherwin Williams WoodScapes Solid SW3030 Desert Wood (or similar paint, color matched). Darker color: Olympic Elite Solid, deck base 2 (or other similar exterior paint color matched to Trex **Select Earth Tones** "Saddle" color). Steps and railings must color match, and must be in one of the colors approved for decks (see above) or painted gray to match the building trim (Sherwin Williams A100 Satin Paint - SW2131 "Steeple Gray" - darker gray). **\*\* Note: The color "Steeple Gray" has been discontinued, but is available from as a color match for other paint brands. \*\***

Composite deck materials: Composite deck materials may be used as an alternative to wood. The color must match any of the color variation listed under Specifications for "Composite Decks".

Pre-cast concrete: Pre-cast concrete steps must be gray in color. Precast single concrete steps stacked on top of each other are not to code and not acceptable.

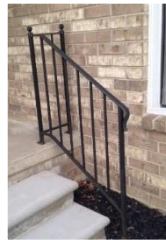
Brick Pavers/Concrete Retaining Wall Blocks: Brick pavers commonly used by contractors for stairs/steps made entirely of wall blocks or a combination of wall blocks and paver bricks. The color must be similar to the building brick, or gray.

Stamped Concrete: Stamped concrete steps must be in a color similar to the building brick, or gray.

All stairs/steps must meet all Shelby Township building codes, including the use of railings where required by height, and the required depth for runs and height for risers.

## Stair Railings (Rev. 2019)

**Board Approval Required.** Stair railings for front entry doors or door walls stairs/steps can be installed as desired following the procedure below. An approved Modification Request is required prior to any work being done. The railings must be installed according to the specifications in the Michigan Building Code, and applicable codes for Shelby Township. It is up to each Co-Owner to investigate current code requirements.



Sample approved front door railings.

Sample great room  
Trex railing for  
small steps



**All Railings:** The railing can be wrought iron or aluminum in either **black or bronze**. Handrail height must be uniform and measured vertically from the nosing of the stair treads, and cannot be less than 34", or more than 38" in height. The handgrip portion of handrails shall have a circular cross section of 1-1/4" minimum to 2-5/8" maximum. Other handrail shapes that provide an equivalent grasping surface are permissible. Edges shall have a minimum radius of 1/8". Handrails adjacent to a wall shall have a space of not less than 1-1/2" between the wall and the handrail. Railings must be attached into wood or mortar, if possible (*not into bricks or siding*). Appropriate brackets and hardware must be used. These must be coated to avoid future rust damage to the building. The unit owner, current or future, is responsible for any damages to brick or cement.

**Railings by Door Wall. Board Approval Required.** Railings installed to allow ingress/egress from a door wall must be attached to the side of the stairs/steps nearest to where the door wall opens.

**Great Room Railings – Brookfield (center Unit w/courtyard, fireplace/brick chimney, double garage) Board Approval Required.** Railing for great room exit/entry can be wood or composite, matching the color and material of the steps.

Steps and railings must color match, and must be in one of the colors approved for decks (*see "Decks"*), or painted gray to match the building trim (*Sherwin Williams A100 Satin Paint - SW2131 "Steeple Gray" - darker gray*). *Note: The color "Steeple Gray" has been discontinued, but is available as a color match from paint stores.*

## Tree and Shrub Planting (Donation)

**Board Approval Required.** A "Modification Request" form must be filled in and submitted to the Board prior to a donation (*see "FORMS"*). The cost involved with the purchase of a tree/shrub and planting (*including any cost of staking of underground wires and waterlines*) is the responsibility of the Co-Owner, while the Association will be responsible for future maintenance (tree trimming and removal, if needed). Trees and shrubs must be of the same species currently planted within the complex, or as approved by the Board and must be planted by a landscape contractor. Co-Owners can request planting location(s) of donated trees and shrubs, which then will be considered by the Board and planted based on the location of underground wiring, sprinkler waterlines, etc. All trees and shrubs must be located a minimum of eight (8) feet from a building wall, depending on the type of tree or shrub to be planted. Trees that grow large must be planted a minimum of 25 ft from any wall. The Co-owner must be prepared to water the tree until it is rooted. Approved deciduous trees: Flowering crab (*pink or white*), red sunset maple, crimson king maple, Cleveland flowering pear, linden tree, red point maple.

## Water Spigots (Rev. 1998).

**Board Approval Required.** An additional water spigot can be installed inside the garage and/or near a limited common area approved by the Board. The co-owner is responsible for maintenance and repairs of additional water spigots installed by current or former co-owners. The co-owner is also responsible for any damages caused by or as a result of the additional water spigot installation.

## Wheelchair Ramp

**Board Approval Required.** Co-owners with limited mobility, or who have tenants or frequent visitors with limited mobility, have the option of installing a wheelchair ramp in the garage and/or by the front door, ref Bylaws Article VI, Section 5. Before an installation is made, the Co-owner must submit a Modification Request including plans and specifications to the Association for approval. Any ramp will require a Building Permit from Shelby Township and must adhere to Code R311.8 (Ramps). Exterior ramps must be painted gray to match the building trim (Sherwin Williams SW2131 Steeple Gray or a color match). Any Co-owner installing a ramp must maintain liability insurance and provide proof of the insurance to the Association prior to installing the ramp. The liability insurance must be underwritten by an insurer authorized to do business in Michigan and in an amount adequate to compensate for personal injuries caused by the ramp. The liability insurance must name Mill Creek of Shelby Association as an additional insured, but the Co-owner will not be required to maintain liability insurance with respect to any common element. Any installed ramps must be removed prior to title change of the unit.

## Windows

**Board Approval Required.** Windows must be the **exact** same double pane and **double-hung style** as originally installed when the Unit was built. Your current windows may have been installed without approval by a former owner without the Association's knowledge and may be incorrect – please check similar units for comparison to make sure you purchase the correct windows.

**Window Exterior.** The exterior material must be white vinyl, fiberglass, or other material that does not require painting (*this is the color that goes closest to the window pane – see sample photo*).

**Window Trim.** The trim must be "pearl gray" aluminum trim to match the gray trim already on the buildings, or as close in color as possible.

**Muntin Bars.** If the window being replaced contains muntins (*also called a grille, or sash bars*) inside it, then the replacement window must also have these. Muntin bars must be flat grids, brown/bronze or black in color and installed permanently between double-paned glass. The muntins must outline the same number of sections and with the same number and size of "panes" per window as the original builder installed windows.

**Screen Trim.** Any screen trim must match the trim of the windows.

Second floor windows in Hearthside Units must adhere to Shelby Township Building Code R612.2: *"Windows shall not permit openings that allow passage of a 4-inch diameter sphere where such openings are located within 24 inches of the finished floor."* Proper safety features must be installed. The old windows must be removed from the complex by the contractor.

Storm windows are allowed and must be light gray to match the installed windows.

**Most all windows within the complex are double hung "cottage style" windows** (top section narrower than the bottom) where the top section is 2/5 of the window and has two rows of muntin "panels" and the bottom section is 3/5 and has three rows of muntins (the number of sections per row vary, depending on window width). All bedroom windows in the units listed below have double-hung "cottage style" windows:

Maplewood (small center unit w/courtyard)

Brentwood (unit w/tandem garage)

Elmwood (end unit w/porch and double garage)

Oakwood (end unit w/brick chimney and patio)

Brookfield (center unit w/brick chimney and courtyard) – 2<sup>nd</sup> bedroom only.

**The following units have double-hung windows that are divided in the middle, 50/50 split** (equal rows of muntin "panels" in each section):

Oakwood: Great room windows.

Hearthside (2-story unit): Master bedroom, master bath, and great room windows.

Brookfield: Master bedroom window.

First floor bathroom window and laundry/mud room window are casement style for all unit models.



Example of correct window trim and muntins (cottage style window)



**Door Walls. Board Approval Required.** Door walls must be exactly as originally installed when the Unit was built. **The exterior must be white vinyl with pearl gray aluminum trim.** Sliding screen doors must have a light gray frame. Any screen door trim for sliding door walls must match the trim of the door wall. Door walls must be removed from the complex by the contactor.

**Glass Block Windows** (Rev. 1994). **Board Approval Required.** Glass block windows can be used to replace basement windows only. The Co-Owner is responsible for any problems or damages caused by this modification, and is also responsible for any necessary repairs or maintenance as a result of installing the glass block windows. This responsibility shall pass to subsequent owners of the unit. Glass block windows must be installed by licensed companies/contractors with proper insurance *(if required by the state or the township)*.

**Skylights – Replacement or Repair** (Rev. 2025). **Board Approval Required.**

**Skylight Replacement.** The only approved skylight replacement is Velux FS S06 (fixed skylight for pitched roof), which has a 10-year warranty. These also have an optional blind option. Skylights must be installed by a certified Velux installer. A list of available installers can be found on the Velux website, [www.veluxusa.com](http://www.veluxusa.com) (see “Find an Installer” at the top of the page). A Modification Request form must be submitted, and approved, before any skylight work is performed.

**Skylight Repairs.** Skylight repairs and inspections are the responsibility of the co-owner. A licensed and insured contractor must be hired for skylight inspections and repairs and the repairs must be completed in a timely manner.

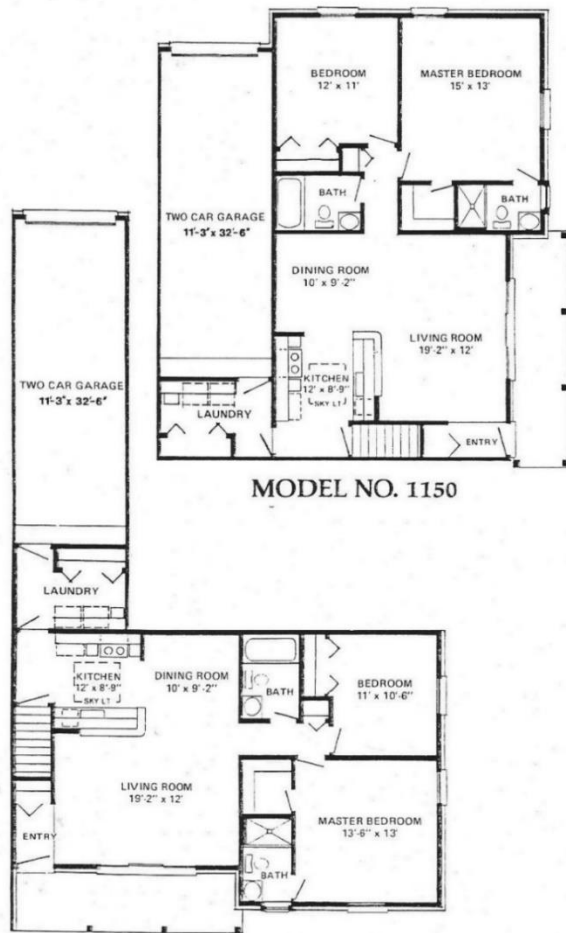
If a skylight leak is fully or partially caused by a roof issue, unrelated to the skylight, then the co-owner may submit the costs of repairs to the management company for partial or full reimbursement. Clear and descriptive photos of the skylight and surrounding roof prior to repair must be provided with the request for reimbursement.

*(Should a co-owner call the management company about a leaking skylight, then an inspection fee will be charged, in addition to the costs charged by the contractor the co-owner hires to repair or replace the skylight).*



## UNIT MODELS

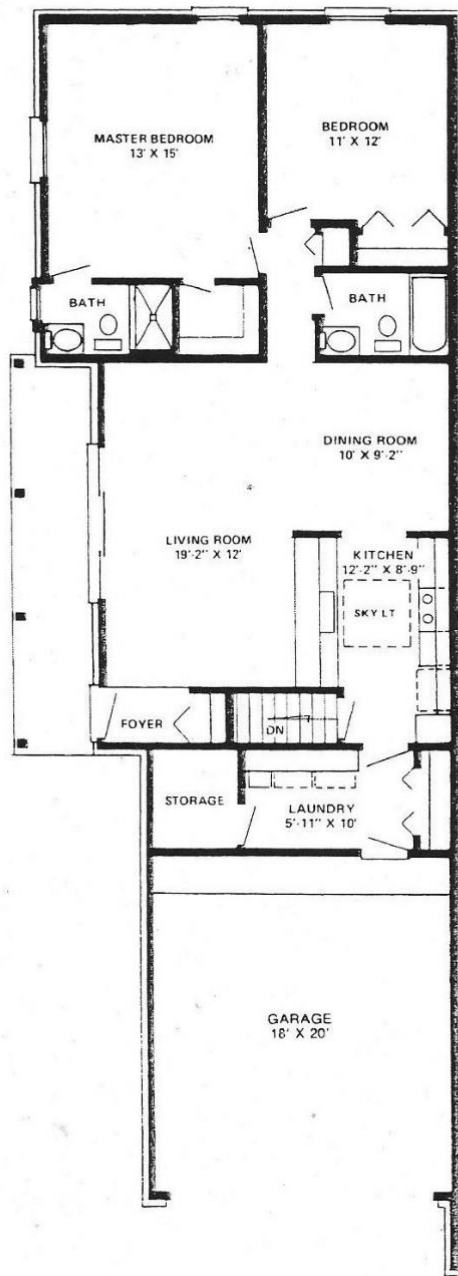
**Brentwood** (Unit w/porch and tandem garage)



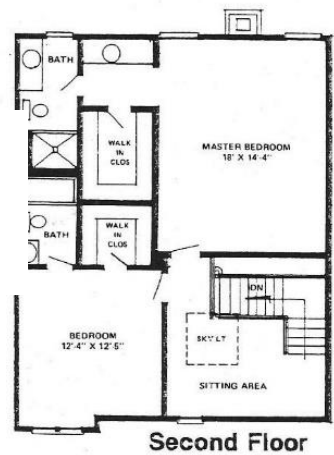
**Brookfield** (large center Unit w/courtyard, fireplace/brick)



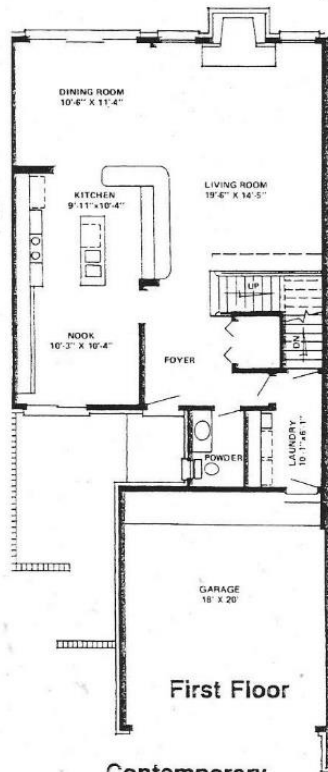
Elmwood (end Unit w/porch and double garage)



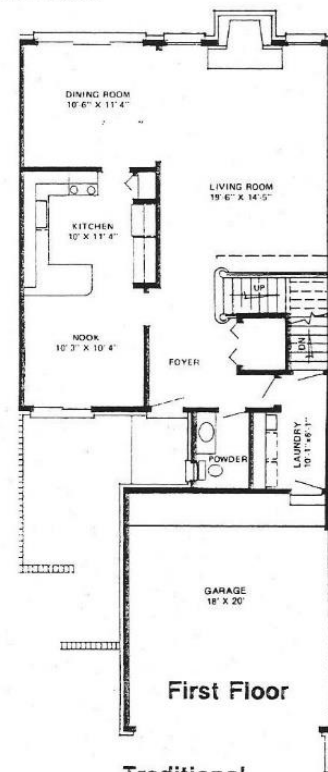
Hearthside (2-story Unit)



Second Floor

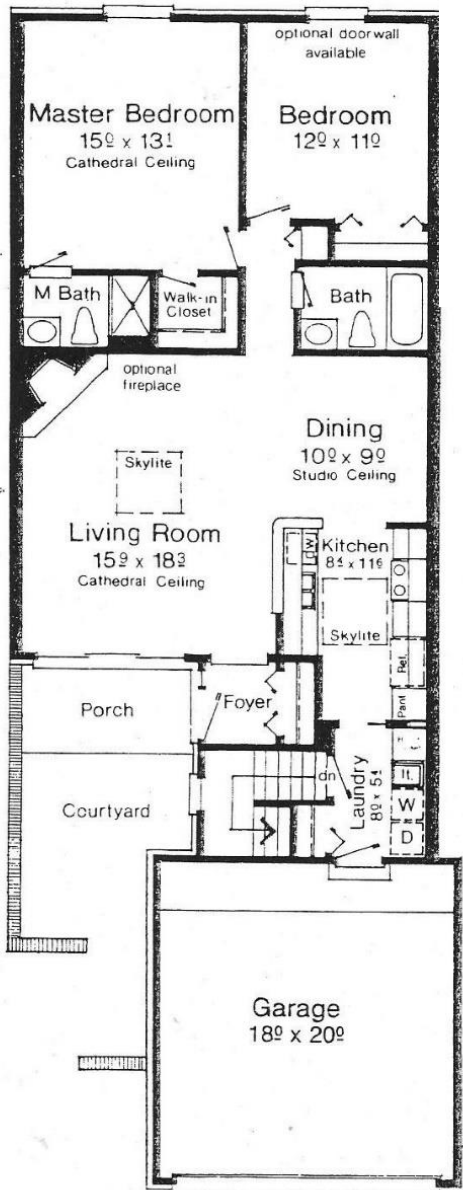


First Floor  
Contemporary Model

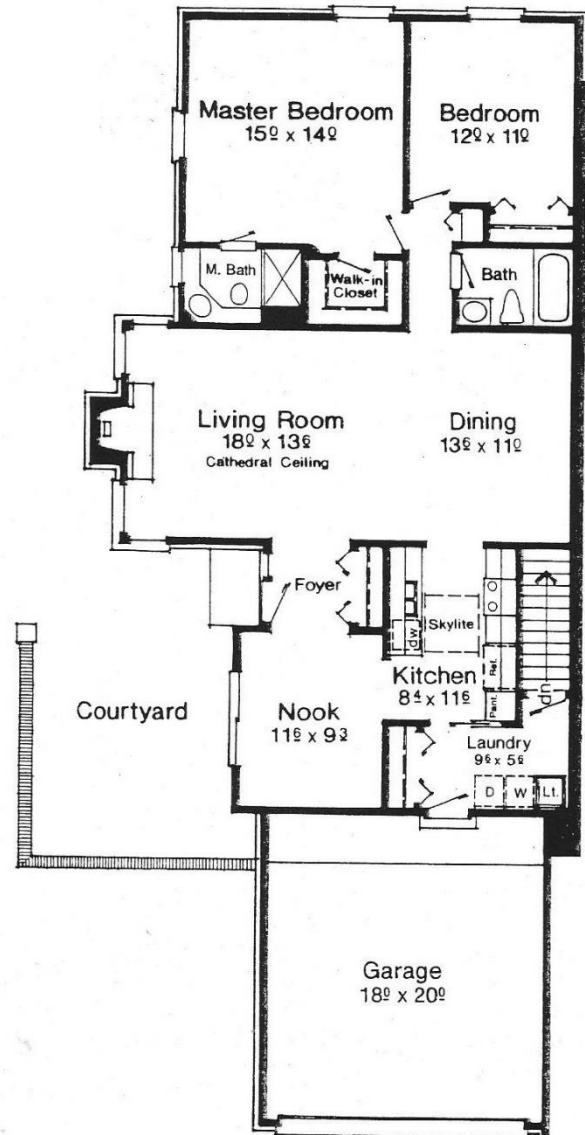


First Floor  
Traditional Model

**Maplewood** (smaller center Unit w/courtyard and double garage)



**Oakwood** (end Unit w/patio, fireplace/brick chimney, and double garage)



## FORMS

The following forms are available for download from the Association's website, [www.millcreekofshelby.wixsite.com/millcreek](http://www.millcreekofshelby.wixsite.com/millcreek) ([www.millcreekofshelby.com](http://www.millcreekofshelby.com)), or can be obtained from the management company.

1. **Electric Vehicle Modification Agreement Form.** Use this form to request written approval to install a Level 1 or Level 2 charger within the garage limited common area.
2. **Modification Request Form.** Use this form to get Board approval in writing for changes or additions to the building exterior (*windows, doors, garage doors, door bells, porch lights, etc.*), or the land surrounding it (*decks, patios, fences, gates, steps, landscaping, etc.*).
3. **Request to Lease Application Form.** Use this form to get written Board approval **prior** to leasing out your Unit.
4. **Pet Registration Form.** Use this form to register your pet. Submit the filled in form to the management company.