



**Willoway Condominium Association**  
801 West Long Lake Road, Bloomfield, MI 48302

# **Rules & Regulations**

Updated/Effective July 1, 2021

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Rules and Regulations  
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**AMI (Association Management, Inc.) Management Company**

Jim Dafoe, Community Manager: [jdafoe@amicondos.com](mailto:jdafoe@amicondos.com)

Shana Barrons, Community Assistant: [sbarrons@amicondos.com](mailto:sbarrons@amicondos.com)

Address: 47200 Van Dyke Avenue, Shelby Township, MI 48317

Phone: 1-586-739-6001 (answered 24 hours/day)

Fax: 1-586-739-6006

E-mail: [ami@amicondos.com](mailto:ami@amicondos.com)

Website: [www.amicondos.com](http://www.amicondos.com)

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➤ **ACTIVITIES**

1. No skating, skate boarding, riding bikes, scooters or playing is permitted in the Willoway carports or on the Willoway roadways. Residents walking their dogs and children playing can enjoy the beautiful green space of Willoway and riding their bikes on the sidewalks.
2. Children are not permitted to play in the Common Area basements and hallways.
3. No harmful, improper or unlawful activity shall be permitted in, on or upon the Common Elements or any Unit, nor shall anything be done which may be or become an annoyance or nuisance to the Co-owners, nor shall any unreasonably noisy activity be carried on upon the Common Elements or any Unit. (Bylaws: Article VI, Section 4)
4. Use of any device whose normal activities or existence is in any way harmful, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of other Units is prohibited. (Bylaws: Article VI, Section 4)
5. No Co-owner shall use, or permit any occupant, agent, employee, invitee, guest or family member to use any drones, firearms, air rifles, pellet guns, BB guns, bows and arrows, fireworks, slingshots or other similar projectiles or devices anywhere on the Condominium premises. (Bylaws: Article VI, Section 9)
6. Any excessive noise causing a disturbance to any other Resident at any time is a Bloomfield Township ordinance violation, as well as a WCA violation, and may result in fines.
7. The playing of music, singing, yelling, loud playing, vacuuming or other noise which may disturb others, is discouraged between the hours of 10:00 PM and 8:00 AM.
8. Use of exercise equipment (i.e., treadmills, elliptical, stationary bikes) is allowed in basement storage units only, not inside the Units. Use is permitted between 8:00 AM and 10:00 PM.
9. Garage/Estate Sales are prohibited.

➤ **AIR CONDITIONING (REFER TO HVAC)**

➤ **APPLIANCES**

1. Washer and Dryer
  - a. Laundry hours are 9:00 AM to 9:00 PM.
  - b. Resident must be in the building when washer and/or dryer is in use.
  - c. Only one (1) washer and one (1) dryer per Unit may be installed/located in the basement Common Area of the building in which that Unit is located.

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➤ **APPLIANCES – Continued**

- d. Washer must be electric, but basement dryer may be electric or gas.
- e. Washer and dryer must be labeled with Unit number.
- f. Resident must use ONLY the washer and/or dryer associated with their Unit.

2. Required Care for Washer and Dryer

- a. WASHER drain hose lint traps are REQUIRED and supplied free of charge by the Association.
- b. If WASHER hose does not have a lint trap in place, it is not properly placed or it is full, the Association may place a washer hose lint trap on the washer hose with no responsibility/liability for any claim of damage to the attached washer or its components.
- c. DRYER lint trap should be cleaned out after each load of laundry.
- d. DRYER duct and exterior vent must be cleaned every other year (in odd-numbered years, beginning in 2021).
  - Co-owners may select to have cleaning provided by a professional retained by the Association. A group rate will be charged to each Unit account that opts to use this contractor.
  - Co-owners may choose to have the duct and vent cleaned independently. Co-owner must provide proof of professional cleaning to the Association prior to the date designated by the Association. If proof is not provided before the designated date, the Unit will automatically be included in the group cleaning and the cost charged to the Unit account.
  - Co-owners are responsible for any necessary repairs. If the Co-owner does not complete the repairs within ninety (90) days of notice of the needed repair, the Association may complete the repair and charge the cost to the Unit account.

3. Electric appliances

- a. Refrigerator, Range, Dishwasher, Microwave may be installed inside the Unit provided acceptable wiring is in place.
- b. Refrigerator with icemaker is allowed but Co-owner is responsible for any damage caused by the water line for an icemaker regardless of whether or not the icemaker is used.
- c. Resident must be in the building when dishwasher is in use.

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➤ **APPLIANCES - Continued**

4. Gas appliances – NO gas appliances may be installed in the Units.
  - a. Furnaces – See HVAC for more information.
    - May be installed only in the basement.
    - An approved Modification Request is required prior to installation.
    - Installation must be performed by a licensed contractor with proof of proper Bloomfield Township permits.
  - b. Dryers – Gas dryers may be installed in the basement.

➤ **BARBECUING**

1. Barbecuing at the front of the building is prohibited.
2. Barbecuing equipment **MUST** not block any entrance at any time.
3. When in use, barbecuing equipment must be a minimum of three (3) feet away from any structure.
4. Storage of propane tanks in the basements or carports is prohibited. (Bylaws: Article VI, Section 9). A propane tank may be kept attached directly to a grill on a patio.
5. When using charcoal for grilling, coals must be completely cooled for a minimum of forty-eight (48) hours and covered with water before being disposed of in the dumpsters.

➤ **BASEMENTS**

1. Storing personal property outside of the designated basement storage units is prohibited.
2. Unit numbers must be clearly marked on all storage unit doors, furnaces, washers, and dryers.
3. Flammable or combustible material (including propane) is prohibited in the basements.
4. Cooking is prohibited in the basements.
5. Placement of anything within thirty (30) inches of the furnaces is prohibited.
6. All wires (cable, phone, electrical, etc.) must be tucked into the rafters and secured in place. Wires should be identified with the purpose of wiring and Unit number. Dangling wires are prohibited.
7. Installation of ANY new wiring, plumbing or ductwork requires an approved Modification Request.

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➤ **BUILDINGS - EXTERIOR (Common Areas/Landscaping)**

1. No items, such as extension cords, charging cables, etc., may be run through a window or door to the outside of any building.
2. No bicycles, toys, baby carriages/strollers or other personal property may be left unattended on the Common Areas. Bicycles must be properly stored in the bike racks provided by the Association. Bicycles may only be covered with appropriate covering designed for that purpose; tarps are prohibited. The Association is not responsible for any loss or damage relating to the storage of bicycles in the bike racks. Personal items left unattended on the Common Areas may be removed at the Association's discretion. (Bylaws: Article VI, Section 7)
3. Birdbaths, bird feeders, water features, wind chimes, etc. are prohibited anywhere on the Willoway premises.
4. Feeding of wild/feral animals is prohibited. Feeding of pets outside of the Unit is prohibited.
5. Landscaping – Common Areas are professionally maintained by the Association. Willoway contractors are responsible for landscaping.
  - a. Residents shall not make any exterior alterations or additions to the grounds, including planting, without an approved Modification Request.
  - b. Planting (in containers or in the ground) in a Common Area must have an approved Modification Request prior to planting and must be maintained by the Co-owner/Resident at all times.
  - c. Plants – vegetable and herb plants are prohibited on any Common Area. Herb plants in containers are allowed on patios only. Vegetable plants are NOT allowed on Common Areas or on patios.
  - d. Planting done without an approved Modification Request may be removed by the Association at the Co-owner's expense.
6. Patios are the responsibility of the Co-owner.
  - a. All alterations to a patio require an approved Modification Request.
  - b. Patio furniture may remain on the patio during the off-season provided it is covered with appropriate covering designed for that purpose; tarps are prohibited.
  - c. Herb plants are allowed, in containers, on a patio.
  - d. Vegetable plants are not permitted on patios.
  - e. Shrubs around a patio must be maintained no higher than six (6) feet tall.

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➤ **BUILDINGS - EXTERIOR (Common Areas/Landscaping) - Continued**

7. An approved Modification Request is required PRIOR to:
  - a. Alteration to the exterior of any building.
  - b. Adding/altering cable wires and Satellite/Direct TV wires.
  - c. Extending or altering patio areas.
  - d. Placing “seasonal” items (tables, chairs, swings, plantings) in any Common Area.
8. An approved Modification requires:
  - a. Residents to remove those modifications and their related items from the lawn/Common Areas so that contractors may perform work in an efficient manner.
  - b. If a contractor must remove the Resident’s items, neither the contractor nor the Association is liable for any damage or loss.
  - c. The Resident is responsible for moving all items as necessary.

➤ **BUILDINGS – INTERIOR (Common Areas/Units)**

1. No Unit shall be used for anything other than single-family residential purposes. (Bylaws: Article VI, Section 1)
2. Each Co-owner shall maintain their Unit and any Common Elements for which they have maintenance responsibility in a good, safe, clean and sanitary condition. (Bylaws: Article VI, Section 14)
3. Live Christmas trees and live greenery are prohibited in all buildings and all interior Common Areas. Only artificial Christmas trees and greenery are allowed inside the Units.
4. Floors – Removing carpet and refinishing hardwood floors or installing new flooring requires an approved Modification Request. If any Unit is not carpeted, area rugs on frequently used areas are strongly recommended for noise control.
5. Doors – All building exterior doors, Unit doors, basement doors and doors between basements MUST be closed when not in immediate use.
6. Only Association authorized personnel are permitted in the attic. Nothing is permitted to be stored in the attic.
7. Alteration to the interior construction elements of a Unit (windows, floors, plumbing, electrical, HVAC) requires an approved Modification Request.



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➤ **BUILDINGS – INTERIOR (Common Areas/Units) – Continued**

8. All damage to a building caused by moving in or out or construction/modification shall be the responsibility of the Co-owner to repair and if the Co-owner fails to perform such repairs, the Association can repair at the Co-owner's expense. (Bylaws: Article 6, Section 14)
9. Permitted Construction Hours are:

Monday through Friday 8:00 AM to 6:00 PM.

Saturday 9:00 AM to 5:00 PM.

Sunday – Prior Board Approval Required.

➤ **CARPORTS**

1. One numbered carport spot is assigned to each Unit. It is numbered in accordance with the Unit number in the Bloomfield Township records.
2. Residents should first park in the assigned carport spot whenever possible to allow for adequate visitor parking. When snow is a possibility, it is especially important for Residents to park in their carport spot to facilitate snow removal.
3. Electric vehicle charging stations must meet certain requirements and require an approved Modification Request prior to installation.
4. Storage of any kind in the carports is prohibited.
5. Children are not permitted to play in the carports.

➤ **COMMON AREAS (REFER TO TERM/DEFINITIONS)**

➤ **CONDOMINIUM EQUIPMENT**

1. Common Area hot water heaters, pipes, faucets, light fixtures, smoke detectors, etc. are the responsibility of the Association and must not be touched or serviced by any Co-owner or anyone working on behalf of the Co-owner.
2. All Co-owners are responsible for promptly reporting items in the Common Areas in need of repair to the Management Company. (Bylaws: Article VI, Section 14C).
3. Work requests should be sent directly to the Management Company. If the request is routine, an email should be sent or submitted online. (See Page 2 or 29 for contact information.)

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➤ **CONDOMINIUM EQUIPMENT - Continued**

4. Work requests that are urgent or emergencies that threaten life, limb or property should be reported to the Management Company immediately. The phone number has 24-hour service. (See Page 2 or 29 for contact information.)

➤ **CONSTRUCTION (REFER TO MODIFICATION REQUESTS)**

➤ **DOORS**

1. All building exterior doors, Unit doors, basement doors and doors between basements **MUST** be closed when not in immediate use.
2. Tampering with or removing self-closing mechanisms on basement doors is prohibited.
3. Unit numbers on doors may not be removed. Any changes to the exterior of a Unit door must have an approved Modification Request.
4. Smart video/audio doorbells are not permitted on any building or Unit doors.

➤ **DUMPSTERS (REFER TO TRASH)**

➤ **FINES (Bylaws: Article XVI)**

1. Violation of any of the Condominium Governing Documents or the Rules and Regulations by any Co-owner, Tenant or guest shall be subject to monetary fines assessed against the Co-owner's Unit.
2. The Co-owner shall be deemed responsible for the violation whether it occurs as a result of personal actions or the actions of their family, guests, Tenants, occupants or any other person admitted through the Co-owner to the Condominium.
3. Notice of the violation will be given to the Co-owner in writing (to the address or email on record with the Management Company) and will include specific reference to the Governing Documents/Rules and Regulations allegedly violated.
4. The offending Co-owner shall be provided a scheduled hearing before the Board at which the Co-owner may offer evidence in defense of the alleged violation.
  - a. The hearing will be held at the next scheduled meeting of the Board, but no less than seven (7) days from the date of notification.
  - b. The defense presentation is limited to ten (10) uninterrupted minutes.

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➤ **FINES (Bylaws: Article XVI) - Continued**

- c. In lieu of a personal appearance at a scheduled hearing, a Co-owner may submit a written defense statement to the Board, through the Management Company, at least three (3) business days prior to the scheduled hearing. (See Page 2 or 29 for contact information.)
  - d. If the Co-owner fails to appear at the scheduled hearing or provide a written defense, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred.
  - e. The Board's decision is final.
5. Upon determination that a violation of the Condominium Documents occurred and upon the decision of the Board, the following fines may be levied:
- a. First Violation – Warning Notice will be issued. No fine will be levied unless the Board determines the nature of the violation is such as to be best deterred if a fine is imposed for a first violation.
  - b. Second Violation - \$50.00 fine
  - c. Third Violation - \$100.00 fine
  - d. Fourth Violation and All Subsequent Violations - \$150.00 fine
6. The number of the violation is determined with respect to the number of times that a Co-owner violates the same provision of the Condominium Documents.
7. In the case of continuing violations, a new violation will be deemed to occur each successive week during which a violation continues or in intervals as may be set forth by the Board.
8. No other hearings other than the first hearing shall be required for successive violations if a violation has been found to exist.
9. The fines levied for violations shall be assessed against the Co-owner and shall be immediately due and payable. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents.

➤ **FIRE SAFETY**

1. All Units must have working smoke detectors and carbon monoxide detectors **INSIDE** the Unit.
  - a. Common Area smoke detectors are maintained by the Association.
  - b. Any issues with the Common Area smoke detectors should be immediately reported to the Management Company. (See Page 2 or 29 for contact information.)

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➤ **FIRE SAFETY – Continued**

- c. Tampering with or removing smoke detectors is prohibited.
2. No Co-owner shall use or permit to be brought onto the Condominium premises any unusually volatile liquids or materials deemed to be extra hazardous to life, limb, or property.
3. Fuel bottles or containers are not permitted to be stored indoors, including in Units, Common Areas, basement storage units or in carports. A propane tank may be kept attached directly to a grill on a patio ONLY.
4. No Co-owner shall use, or permit any occupant, agent, employee, invitee, guest or family member to use any firearms, fireworks, or similar items on the Condominium premises. (Bylaws: Article VI, Section 9)
5. Smoking:
  - a. Smoking is prohibited inside Units, basement storage units, any interior Common Areas and within the pool enclosure or gazebo. (Bylaws: Article VI, Section 6)
  - b. The prohibition of smoking includes the burning of any marijuana, cigarette, cigar, pipe or any tobacco substance.
  - c. Use of any device that results in the emission of marijuana or tobacco vapor is prohibited.
  - d. Smoking is permitted at least ten (10 feet) from a building as long as any remnants (butts, caps, etc.) are properly disposed of and no one else is affected by the smoking.
6. Cooking in basements is prohibited.
7. Placement of anything within thirty (30) inches of the furnaces is prohibited.
8. Exterior building doors, Unit doors, basement doors and doors between basements must be closed when not in immediate use.
  - a. Tampering with or removing self-closing mechanisms on basement doors is prohibited.
  - b. Basement doors may be propped open ONLY during immediate use.
9. Sidewalks, porches, entrances, stairs and halls may not be obstructed or encumbered. Complete access to and from the premises for ingress and egress is mandatory.
10. Live Christmas trees and live greenery are prohibited in all buildings and all interior Common Areas. Only artificial Christmas trees and greenery are allowed inside the Units.
11. Dryer lint traps should be cleaned after each load of laundry.

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➤ **FIRE SAFETY – Continued**

12. Dryer duct and exterior vent must be cleaned every other year (in odd-numbered years, beginning in 2021).
  - a. Co-owners may select to have cleaning provided by a professional retained by the Association. A group rate will be charged to each Unit account that opts to use this contractor.
  - b. Co-owners may choose to have the duct and vent cleaned independently. Co-owner must provide proof of professional cleaning to the Association prior to the date designated by the Association. If proof is not provided before the designated date, the Unit will automatically be included in the group cleaning and the cost charged to the Unit account.
  - c. Co-owners are responsible for any necessary repairs. If the Co-owner does not complete the repairs within ninety (90) days of notice of the needed repair, the Association may complete the repair and charge the cost to the Unit account.

➤ **FURNACES (REFER TO HVAC)**

➤ **HOA (Co-Owners ONLY)**

1. HOA fee is based on one (1) bedroom or two (2) bedroom Units.
2. HOA fee includes gas, water, Common Area maintenance, etc.
3. HOA may be paid monthly or annually by the Co-owner.
4. HOA is due on the first (1<sup>st</sup>) day of the month.
5. Payment received after the tenth (10<sup>th</sup>) day of the month will incur a \$35.00 late fee.
6. Co-owner may pay the Unit HOA fee by mail.
  - a. Payment must include payment coupon with Township Unit number on it.
  - b. Please allow 7-10 days for delivery by the United States Postal Service (USPS).
7. Co-owner may choose to pay by ACH (Automatic Clearing House). Contact the Management Company Accounting Department to arrange for ACH payment. (See Page 2 or 29 for contact information.)

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➤ **HVAC (Heating, Ventilation and Air Conditioning)**

1. An approved Modification Request is required for installation/replacement of any HVAC system component.
2. Installation by a licensed contractor with proper Bloomfield Township permits is required.
3. Condensation hose/tube must be properly placed angling INTO a drain or sump pump opening and secured in place at the drainage site.
4. Co-owner is responsible for replacing their furnace filter at least annually.
5. Co-owner is responsible for inspection/cleaning of their furnace at least every other year (in odd-numbered years, beginning in 2021).
  - a. Co-owners may select to have inspection/cleaning provided by a professional retained by the Association. A group rate will be charged to each Unit account that opts to use this contractor.
  - b. Co-owners may choose to have the furnace inspected/cleaned independently. Co-owner must provide proof of professional cleaning to the Association prior to the date designated by the Association. If proof is not provided before the designated date, the Unit will automatically be included in the group cleaning and the cost charged to the Unit account.
  - c. Co-owners are responsible for any necessary repairs. If the Co-owner does not complete the repairs within ninety (90) days of notice of the needed repair, the Association may complete the repair and charge the cost to the Unit account.

➤ **INSURANCE (for Unit)**

1. Co-owners have an obligation to provide certain coverage for their Unit.
2. Each Co-owner should review the Amended and Restated Master Deed and Bylaws, updated January 14, 2021, Article IV of both the Master Deed and the Bylaws, with their insurance advisor to ensure they have all of the required Co-owner coverage.

➤ **LANDSCAPING**

1. Common Areas are professionally maintained by the Association. Willoway contractors are responsible for landscaping.
2. Residents may not make any exterior alterations or additions to the grounds, including planting, without an approved Modification Request.

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➤ **LANDSCAPING - Continued**

3. Planting (in containers or in the ground) in a Common Area must have an approved Modification Request prior to planting and be maintained by the Co-owner at all times.
4. Plants – vegetable and herb plants are prohibited in any Common Area.
  - a. Herb plants are ONLY allowed on patios and MUST be in containers.
  - b. Vegetable plants are NOT allowed on Common Areas or on patios.
  - c. Planting done without an approved Modification Request may be removed by the Association at the Co-owner's expense.
5. Shrubs around patios must be maintained no higher than six (6) feet tall.

➤ **LAUNDRY**

1. Laundry hours are 9:00 AM - 9:00 PM.
2. Resident must be in the building when washer and/or dryer is in use.
3. Resident must use ONLY the washer and/or dryer associated with their Unit.
4. Laundry must be contained in baskets/bins/bags and not placed directly on the basement floor.
5. Laundry tub must be kept clean and clear. The Association provides:
  - a. DRAIN cleaning sticks for the drain (attached to the front of the laundry tub) should be used to clean out the small drain in the laundry tub.
  - b. WASHER drain hose lint traps are required and supplied free of charge by the Association.
    - Place as low on the washer drain hose as possible to allow room for lint to accumulate.
    - Attach zip tie as TIGHTLY as possible over lint trap to prevent detachment from the force of the emptying water.
    - Change drain hose lint trap when it is half full to avoid overflow spraying.
    - If washer hose does not have a lint trap in place, it is not properly placed or is full, the Association may place a washer hose lint trap on the washer hose with no responsibility/liability for any claim of damage to the attached washer or its components.

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➤ **LAUNDRY - Continued**

6. DRYER lint traps should be cleaned after each load of laundry.
7. DRYER duct and exterior vent must be cleaned every other year (in odd-numbered years, beginning in 2021).
  - a. Co-owners may select to have cleaning provided by a professional retained by the Association. A group rate will be charged to each Unit account that opts to use this contractor.
  - b. Co-owners may choose to have the duct and vent cleaned independently. Co-owner must provide proof of professional cleaning to the Association prior to the date designated by the Association. If proof is not provided before the designated date, the Unit will automatically be included in the group cleaning and the cost charged to the Unit account.
  - c. Co-owners are responsible for any necessary repairs. If the Co-owner does not complete the repairs within ninety (90) days of notice of the needed repair, the Association may complete the repair and charge the cost to the Unit account.

➤ **LEASING**

1. No Unit (including leased Units) shall be used for anything other than single-family residential purposes. (Bylaws: Article VI, Section 1)
2. Except for those Units under an approved lease or leasing status as of the effective date of the Amended and Restated Bylaws (January 14, 2021), the Board shall not grant a Co-owner's request to lease if:
  - a. Any one Co-owner or entity would be leasing more than two (2) Units at any given time.
  - b. Leasing of the Unit would cause the total number of Willoway Condominium leased Units to exceed twenty (20) Units total.
  - c. That previously grandfathered Unit is sold, and the Association is at or exceeds the twenty (20) Unit leasing cap. All rights to lease the Unit will be terminated and there can be no further leasing of the Unit without first obtaining the Board's written approval. (Bylaws: Article VI, Section 2)
  - d. Temporary exemptions to the twenty (20) Unit leasing cap may be granted by the Board on a case-by-case basis. (Bylaws: Article VI, Section 2B).
3. Co-owners are prohibited from leasing less than the entire Unit and are prohibited from leasing the Unit for less than an initial term of one (1) year.
4. Co-owners interested in leasing a Unit must disclose that fact, in writing, to the Board, through the Management Company, at least ten (10) days PRIOR to presenting the lease to a potential Tenant. (See Page 2 or 29 for contact information.)



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➤ **LEASING - Continued**

5. In accordance with the Michigan Condominium Act, Co-owners must provide the Management Company with an exact copy of the lease (including Tenant contact information) PRIOR to the Tenant taking occupancy. If a lease is not used, then the Co-owner MUST provide the Management Company with the Tenant's contact information and rental agreement details PRIOR to occupancy.
6. Failure by the Co-owner to provide a copy of the lease to the Management Company PRIOR to the Tenant taking occupancy will result in an initial fine of \$250.00 and a \$250.00 fine for each month this action is outstanding. (See Page 2 or 29 for contact information.)
7. The Co-owner is responsible for their Tenant's behavior and any Tenant damages to the Condominium property.

**If you are leasing a Unit, please refer to the Amended and Restated Bylaws, updated January 14, 2021, Article VI, Section 2 for more details on Leasing and Rental.**

➤ **MODIFICATION REQUESTS**

1. An approved Modification Request is required for altering any WCA Building Exterior or Building Interior. The Building Interior includes all Common Areas as well as Co-owner Units and basement storage units. The Modification Request must be approved PRIOR to beginning work on any part of the request.
2. Exterior of Buildings
  - a. Adding/altering cable wires and Satellite/Direct TV wires and dishes.
  - b. Extending or altering patio areas.
  - c. Carport alteration
  - d. Modification for Disability or Health reasons
3. Exterior of Buildings – Items on Common Areas
  - a. A one-time Modification Request (valid for subsequent years unless revoked) will be required from a Co-owner for the same seasonal item to be placed in a Common Area annually by the same Co-owner.
  - b. Neither the Association nor any Willoway vendor has responsibility for any loss or damage to items on the Common Areas.
  - c. Plantings (in containers or in the ground)/Seasonal furniture placed on any Common Area:
    - Must be properly maintained by the Co-owner/Resident at all times.

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➤ **MODIFICATION REQUESTS – Continued**

- Must be removed for lawn maintenance, if necessary.
4. Interior of any Building, any Common Area and/or any Unit
    - a. Unit window replacement
    - b. Unit entrance door alterations
    - c. Unit floors – refinishing/installing
    - d. Unit plumbing shut-off that may affect others in the building
    - e. Unit electrical that may affect others in the building
    - f. New plumbing or wiring installation within a Unit
    - g. HVAC component installation/replacement
    - h. Moving or adding any pipes, wiring, etc. in any Common Area (including the basements)
    - i. Temporary dumpster needed on premises for construction materials
    - j. Modification for Disability or Health reasons
  5. Any approval granted by the Association, may be revoked if the Co-owner is not in compliance with the conditions of the approval issued by the Board or if the Board finds the approval to be in violation of the Governing Documents.
  6. Permitted Construction Hours are:

Monday through Friday 8:00 AM to 6:00 PM.

Saturday 9:00 AM to 5:00 PM.

Sunday – Prior Board Approval Required.
  7. Upon completion of any work involving structural changes, modifications/additions to plumbing or wiring, etc., the Association has the right to inspect the completed work to ensure compliance with the Condominium Documents and that renovations have been made in accordance with the plans and specifications approved by the Board. Any work not approved, not properly completed or not code compliant, may be corrected/completed by an Association contractor and the cost charged to the Unit's account.

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➤ **NOISE**

1. No harmful, improper or unlawful activity shall be permitted in, on or upon the Common Elements or any Unit, nor shall anything be done which may be or become an annoyance or nuisance to the Co-owners, nor shall any unreasonably noisy activity be carried upon the Common Elements or any Unit. (Bylaws: Article VI, Section 4)
2. Any excessive noise causing a disturbance to any other Resident at any time is a Bloomfield Township ordinance violation, as well as a Willoway violation, and may result in fines.
3. The playing of music, singing, yelling, loud playing, vacuuming or other noise which may disturb others, is discouraged between the hours of 10:00 PM and 8:00 AM.
4. Use of exercise equipment (i.e., treadmills, elliptical, stationary bikes) is allowed in basement storage units only, not inside the Units. Use is permitted between 8:00 AM and 10:00 PM.
5. If any Unit is not carpeted, area rugs on frequently used areas are strongly recommended for noise control.

➤ **PARKING (REFER TO VEHICLES)**

➤ **PATIOS**

1. Patios are the responsibility of the Co-owner.
2. All alterations to a patio require an approved Modification Request.
3. Patio furniture may remain on the patio during the off-season provided it is covered with appropriate covering designed for that purpose; tarps are prohibited.
4. Vegetable plants are not permitted on patios.
5. Herb plants, in containers, are allowed, on a patio.
6. Shrubs around a patio must be maintained no higher than six (6) feet tall.

➤ **PETS** (Bylaws: Article VI, Section 5)

1. Willoway requires maintenance of any pet to be in accordance with Bloomfield Township Ordinance 423. (BTO 423)
2. No more than two (2) household pets (dogs and/or cats) are permitted per Unit. (BTO 423:8-34, 8-78)

**Willoway Condominium Association**  
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➤ **PETS** (Bylaws: Article VI, Section 5) - **Continued**

3. Fish tanks or cages in excess of two hundred (200) pounds are prohibited.
4. Reptiles and exotic pets are prohibited.
5. Dogs and cats must be registered with the Management Company within thirty (30) days of the animal's occupancy.
6. Dogs are required to have a current Bloomfield Township Dog License. (BTO 423:8-30)
7. No animals may be kept or bred for commercial purposes. (BTO 423:8-34)
8. Pets are prohibited from roaming in Commons Areas unleashed and unattended. Pets are only allowed in Common Areas, on a leash, while coming and going from the Unit.
  - a. No animal may be permitted to be housed or fed outside of a Unit, in a pen or otherwise. (BTO 423:8-26)
  - b. No animal shall be tied or restrained unattended outside or be allowed to be loose upon the Condominium premises. (BTO 423:8-26)
  - c. All animals shall be leashed when being walked outdoors with the leash being held and controlled by a responsible person. (BTO 423:8-22)
9. Each Co-owner is responsible for the immediate collection and disposal of all fecal matter deposited by any animal maintained by the Co-owner, Tenant or their guests, anywhere on the Condominium premises. (BTO 423:8-23)
10. Any animal permitted to be kept in the Condominium shall have such care and restraint as not to be obnoxious because of noise, odor or unsanitary conditions. (BTO 423:8-23-24)
11. No animal that creates noise that can be heard on any frequent or continuing basis shall be kept in any Unit or on the Condominium premises. (BTO 423:8-24)
12. Pet owners are responsible for their pet's behavior at all times.

➤ **POOL**

1. The pool will open around Memorial Day (end of May) and will close around Labor Day (beginning of September).
2. Pool Hours are 9:00 AM to 9:00 PM daily.
3. Willoway Pool Rules are posted at the pool. All Residents and their guests are responsible for reading, understanding and following the Pool Rules.

**Willoway Condominium Association**  
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➤ **POOL - Continued**

4. Public Health Code prohibits food, alcohol or glass inside the pool enclosure.
5. Use of the pool for parties, including those with food, drink or that create a loud disturbance to other Residents and pool users, are prohibited.
6. Use of the pool is limited to Co-owners in good standing and their Tenants (with a current lease on file with the Management Company), Unit occupants and guests.
7. Resident **MUST** be present at the pool with their guests. If Resident is not present, guests will be asked to leave the pool and the pool enclosure.
8. In order to use the pool, Residents must have the official WCA pool key/key fob. The pool key/key fob is linked to each Unit and should only be used to allow entry/exit for those living in the Unit and guests under the Resident's responsibility.
9. Each Co-owner will receive one (1) WCA pool key/key fob. One (1) additional pool key/key fob may be purchased for \$50.00. No Unit may have more than two (2) pool keys/key fobs at any given time.
10. Replacement cost for a pool key/key fob is \$50.00. Please contact the Management Company for a replacement. (See Page 2 or 29 for contact information.)
11. If a Unit Co-owner is not in good standing/in arrears or if they, their Tenant or guests are found to be in violation of the pool rules, pool privileges for the season may be revoked by the Association.

➤ **RECYCLING (REFER TO TRASH)**

➤ **REMODELING/RENOVATIONS (REFER TO MODIFICATION REQUESTS)**

➤ **RENTAL (REFER TO LEASING)**

➤ **ROADWAYS (inside Willoway)**

1. Please observe our 10 (ten) miles per hour speed limit on the Willoway roadways. Watch carefully for children playing and neighbors walking their dogs.
2. No skating, skate boarding, riding bikes, scooters or playing is allowed in Willoway carports or on Willoway roadways. Residents walking their dogs and children playing can enjoy the beautiful green space of Willoway and riding their bikes on the sidewalks.

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➤ **ROOFS**

1. Only Association authorized personnel are permitted on the roof.
2. No satellite dishes, receivers or any other items are permitted on the roofs.
3. Please contact the Management Company (See Page 2 or 29 for contact information.) if you observe any fallen/blown off roofing shingles.

➤ **SAFETY AND SECURITY**

1. All Co-owners and Tenants must have an updated Information Form on file with the Management Company. (See Page 2 or 29 for contact information.)
2. Vehicles belonging to any Resident or Unit occupant must be registered with the Management Company.
3. Exterior doors, Unit doors, basement doors and doors between basements must be closed when not in immediate use.
4. Roads, sidewalks, porches, entrances, stairways and hallways may not be obstructed or encumbered. Complete access to and from the premises for ingress and egress is mandatory.
5. The Common Areas and Units shall only be used for purposes for which they are reasonably and obviously intended. All municipal ordinances must be followed.
6. Resident is responsible for the actions of any person they invite on to the Condominium premises or allow into a Condominium building.
7. No skating, skate boarding, riding bikes, scooters or playing is permitted in the Willoway carports or on the Willoway roadways.
8. Children are not permitted to play in the Common Area basements and hallways.
9. Use of any device whose normal activities or existence is in any way harmful, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of other Units is prohibited. (Bylaws: Article VI, Section 4)
10. No Co-owner shall use, or permit any occupant, agent, employee, invitee, guest or family member to use any drones, firearms, air rifles, pellet guns, BB guns, bows and arrows, fireworks, slingshots or other similar projectiles or devices anywhere on the Condominium premises. (Bylaws: Article VI, Section 9)

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➤ **SALE OF CONDO UNIT**

1. A Co-owner selling their Unit shall disclose that fact in writing to the Management Company upon the listing date and furnish the name and address of purchaser upon the closing date.
2. Information regarding Unit/Association status may be obtained by contacting the Management Company. (See Page 2 or 29 for contact information.)
3. Upon acceptance of an offer, the seller (or their agent) **MUST** provide the buyer with a copy of the current Willoway Condominium Governing Documents and Rules and Regulations.
4. Lock boxes shall be placed only on the eyebolt found on the back porch of the building and must be removed within seven (7) days of closing or renting the Unit. Lock boxes may not remain after the sale/rental of a Unit. Any lock box left after seven (7) days will be removed by the Association.
5. No “For Sale”, “For Rent” or “Open House” signs may be placed in any window of the Unit or anywhere on the Willoway premises.

➤ **SATELLITE, DISH OR DIRECT TV**

1. Permitted satellite dishes include, but are not limited to, any antennas, direct broadcast satellites or other technologies used to receive video programming signals from direct broadcast satellites, multi-channel multi-point distribution providers, and television broadcast stations and as regulated by the Federal Trade Commission and the Telecommunications Act of 1996.
2. An approved Modification Request is required **PRIOR** to installation of any type of equipment listed above.
  - a. Modification Request **MUST** include Co-owner’s preferred installation location.
  - b. Approved location is established/approved by the Board in the approved Modification Request and **MUST** be adhered to by installer.
  - c. If Co-owner or Tenant believes the approved location does not provide reception of an acceptable quality signal, a new location may be submitted to the Board for approval.
  - d. Failure to obtain an approved Modification Request **PRIOR** to installation and/or installation not in accordance with the approved Modification Request may be removed at the Co-owner’s expense.

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➤ **SATELLITE, DISH OR DIRECT TV - Continued**

3. Dimensions

- a. Devices may not be larger than one (1) meter (39.37 inches) in diameter.
- b. If mounted on a mounting pole, the pole may be no higher than three (3) feet tall.
- c. No more than four (4) square feet of Common Area space may be used for dish or mounting pole installation.

4. Location

- a. Neither the dish nor the mounting pole may be attached, in any way, to the Condominium walls, roof, porch or patio.
- b. Dish/pole must be placed on a base or surrounded by a mulched area in such a way that it will not interfere with grounds or building maintenance or repairs.
- c. No devices are permitted to be installed on the exterior of any building.

5. Cables/Wires/Splitters

- a. ALL cables must exit the building through the basement directly to the dish. Cables are prohibited from exiting the brick exterior ANY WHERE other than the basement, directly to the satellite dish.
- b. Cables running along the building exterior, across patios or porches are prohibited.
- c. All signal splitters, multi-switches and other electronic devices must be installed within the requesting Unit or tucked into the basement rafters. These devices are prohibited on the outside of any building.
- d. All cables related to these devices must be labeled with the Unit number, purpose and date.
- e. All cables must be tacked into the basement rafters. Hanging wires are PROHIBITED.

6. Responsibility

- a. The satellite dish owner is solely and fully responsible for insuring and maintaining the system. The Co-owner of the Unit is liable for any and all damages resulting from the system and its installation regardless of installation approval from the Board.



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➤ **SATELLITE, DISH OR DIRECT TV - Continued**

- b. If the Co-owner sells the Condominium Unit or no longer uses satellite dish service, the satellite dish and the associated hardware on the exterior and interior of the building and premises must be removed and the area returned to its original condition.
- c. The satellite dish may remain when a Unit is sold/purchased provided that the condominium Unit purchaser accepts ownership of the system by providing a letter to the Management Company. (See Page 2 or 29 for contact information.) accepting the terms of any satellite policy in effect at the time.
- d. If an installation does not comply with all parts of the Rules and Regulations, including, without limitation, the location and installation, the Co-owner and Tenant will be given twenty-one (21) days to remove the installation. If the installation is not removed within twenty-one (21) days of a notice to remove, the Board, in its sole discretion, may fine the Co-owner and/or remove the equipment/wires and charge the cost of removal to the Unit account.

➤ **SIGNS**

1. No flags except for a U.S. flag no larger than three (3) feet by five (5) feet that is located in a Board-approved area are permitted.
2. Notices, advertisements, pennants or signs, including “for sale” “for rent” and “open house” signs, which are visible from the exterior of a Unit are not permitted without the Board’s written permission.
3. Political signs are permitted in Unit windows but must be removed within one (1) week after the election.
4. Garage/Estate Sale signs are prohibited.

➤ **SMOKING**

1. Smoking is prohibited inside Units, basement storage units, any interior Common Areas and within the pool enclosure or gazebo. (Bylaws: Article VI, Section 6D)
2. The prohibition of smoking includes the burning of any marijuana, cigarette, cigar, pipe or any tobacco substance.
3. Use of any device that results in the emission of marijuana or tobacco vapor is prohibited.
4. Smoking is permitted at least ten (10 feet) from a building as long as any remnants (butts, caps, etc.) are properly disposed of and no one else is affected by the smoking.

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➤ **STORAGE**

1. No Resident may store anything in hallways, in a basement outside of their storage unit, or in carports.
2. Patio furniture may remain on the patio during the off-season provided it is covered with appropriate covering designed for that purpose; tarps are prohibited.
3. Bicycles may only be stored in Units, in basement storage units or in the bike racks provided by the Association. Bicycles in the bike racks may be covered with appropriate covering designed for that purpose; tarps are prohibited.

➤ **TRASH/DUMPSTERS/RECYCLING**

1. All trash must be placed IN the dumpsters. Dumpster lids **MUST BE CLOSED AT ALL TIMES**. If a dumpster is full, trash must be taken to another dumpster on the Willoway property.
  - a. Dumpsters are located at each Willoway driveway. There are a total of five (5) dumpsters on the Willoway property.
  - b. Boxes **MUST** be broken down to avoid overfilling the dumpsters.
  - c. **NO** loose trash, especially food and cooking oils, is allowed in the dumpsters. These items **MUST** be secured in a container or bag before going into the dumpster.
  - d. **NO** trash should be left outside of the dumpster or within the dumpster enclosure.
  - e. Trash/items left outside of the dumpster may result in a fine assessed to the Co-owner of the responsible Unit. (Bylaws: Article VI, Section 6A)
2. Items prohibited in the dumpster or surrounding enclosure:
  - a. Loose trash – especially food and cooking oils
  - b. Construction material - carpeting, wood, etc. - a temporary dumpster will be permitted on the property with an approved Modification Request.
  - c. Bulky items – furniture, shelving, mattresses
  - d. Appliances – No appliance may be placed in or near any dumpster for disposal. Co-owner is responsible for removing any old appliances from the Condominium premises.
  - e. Hazardous waste – medications, electronics, batteries
  - f. Boxes that have **NOT** been broken down

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➤ **TRASH/DUMPSTERS/RECYCLING - Continued**

3. Recycling should be placed at the end of the driveway, along Sunningdale Road, no earlier than 4:00 PM on the day before recycling day and containers removed no later than 8:00 PM on recycling day.
  - a. Recycling in paper bags is prohibited.
  - b. A complete list of recyclable items can be found on the Bloomfield Township website ([bloomfieldtwp.org](http://bloomfieldtwp.org)) under “Government/Services/Solid Waste.”
4. Hazardous waste, electronics, medications, etc. are prohibited in the dumpsters or in recycling. Please find community resources (check the Bloomfield Township website [bloomfieldtwp.org](http://bloomfieldtwp.org) for guidance) to dispose of these items.
5. Littering is prohibited. Please dispose of cigarette butts, candy wrappers, paper, bottles, cans, etc. properly.

➤ **VEHICLES/PARKING** (Bylaws: Article VI, Section 8)

1. ALL vehicles belonging to any Resident or Unit occupant must be registered with the Management Company. (See Page 2 or 29 for contact information.)
2. One numbered carport spot is assigned to each Unit. It is numbered in accordance with the Unit number in the Bloomfield Township records.
3. Permitted Vehicles:
  - a. Currently licensed and operational automobiles
  - b. Motorcycles (if not objectionable due to excessive noise of irresponsible operation). Motorcycles may only be covered with appropriate covering designed for that purpose; tarps are prohibited.
  - c. Non-commercial pick-up trucks
  - d. SUVs
  - e. Passenger vans
    - Must be used as occupant’s primary means of transportation and not for any commercial purposes.
    - Must not exceed twenty-one (21) feet in overall length.

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➤ **VEHICLES/PARKING** (Bylaws: Article VI, Section 8) - **Continued**

- Must fit safely in the Unit's assigned carport spot.
  - Must not have alterations to accommodate ladders, tools, building materials, etc.
- f. Electric automobiles – Any corresponding charging station for the vehicle must have an approved Modification Request signed by the Board specifying certain requirements PRIOR to installation.

4. Permitted Parking:

- a. Residents should first park in their assigned carport spot whenever possible to allow for adequate visitor parking. When snow is a possibility, it is especially important for Residents to park in their carport spot to facilitate snow removal.
- b. Vehicles with any commercial advertising **MUST** be parked **IN** the Unit's assigned carport spot.
- c. Visitor Parking – Residents are responsible for ensuring their guests park in spaces set aside for guest parking.
- d. No Parking is permitted:
  - Where clearly marked "NO PARKING"
  - Within fifteen (15) feet of a fire hydrant.
  - Blocking any sidewalk.
  - Blocking any driveway.
  - Blocking any dumpster gate or dumpster entrance.

5. Delivery vehicles:

- a. Delivery trucks, contractors' trucks and moving vans working at Willoway in the normal course of business will be permitted to remain overnight, if needed.
- b. Parking will be for no more than one (1) night for loading and unloading.
- c. Co-owner of the Unit is responsible for any damage to the driveway or grounds caused by these vehicles.

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➤ **VEHICLES/PARKING** (Bylaws: Article VI, Section 8) - **Continued**

6. Recreational vehicles:

- a. May not be parked or stored on the Condominium premises for more than twenty-four (24) consecutive hours without prior Board approval.
- b. Recreational vehicles included, but are not limited to:
  - House trailers, boat trailers and recreational vehicle trailers
  - Watercraft, boats, jet skis, kayaks, snowmobiles, off-road vehicles, all-terrain vehicles

7. Bicycles:

- a. Must be stored in the Unit, basement storage unit or the bike racks provided by the Association.
- b. May only be covered with an appropriate cover designed for that purpose; tarps are prohibited.
- c. The Association is not responsible for any loss or damage relating to the storage of bicycles on the Condominium premises, including in the bike racks.
- d. Bicycles left unattended in the Common Areas (other than those properly stored in the bike racks provided by the Association) may be removed at the Association's discretion. (Bylaws: Article VI, Section 7).

8. Prohibited on Willoway premises:

- a. Washing vehicles is prohibited.
- b. Non-emergency repair of vehicles is prohibited.
- c. Use of all casual motorized transportation anywhere on the Condominium premises, including but not limited to, motorized scooters, mopeds, dirt bikes, hoverboards, and similar vehicles is prohibited.

9. Vehicles will be towed at Co-owner's expense:

- a. Non-operational vehicles, which includes but is not limited to, flat tires, expired license plates.
- b. Vehicles parked or stored in violation of the Bylaws or Rules & Regulations may be stickered and towed from the Condominium premises.
- c. The cost of removal will be charged to the Co-owner of the Unit responsible for the presence of the vehicle on the Condominium premises.

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➤ **WINDOWS**

1. Window replacement requires an approved Modification Request.
2. Replacement windows must be energy star certified.
3. Replacement windows must be white sliders. No garden windows, cut ups, or grids are permitted.
4. Windows must be installed by a professional window installation company. Wallside Windows is the preferred installer.
5. All window coverings must be white or neutral when viewed from the outside and be in good repair. Only standard window coverings (i.e., drapery, blinds, shades, etc.) are permitted. Sheets, cardboard, paper, plastic or similar materials in windows is prohibited.
6. Each Resident is responsible for the cleaning and maintenance of windows, door-walls and screens in their Unit.
7. Open windows must have a screen in good repair in place at all times.
8. Throwing anything out of a window is prohibited.

➤ **WORK REQUESTS/REPAIRS**

1. All Co-owners are responsible for reporting items in the Common Areas in need of repair to AMI Management Company. (Bylaws: Article VI, Section 14C)
2. Work Requests should be sent directly to the Management Company. If the request is routine, an email should be sent or submitted online.
3. Work Requests that are urgent or emergencies that threaten life, limb or property should be called in to the Management Company immediately.

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**AMI (Association Management, Inc.) Management Company**

Jim Dafoe, Community Manager: [jdafoe@amicondos.com](mailto:jdafoe@amicondos.com)

Shana Barrons, Community Assistant: [sbarrons@amicondos.com](mailto:sbarrons@amicondos.com)

Address: 47200 Van Dyke Avenue, Shelby Township, MI 48317

Phone: 1-586-739-6001 (answered 24 hours/day)

Fax: 1-586-739-6006

E-mail: [ami@amicondos.com](mailto:ami@amicondos.com)

Website: [www.amicondos.com](http://www.amicondos.com)

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<u><b>TERM</b></u>	<u><b>DEFINITION</b></u>
Arrears	Not current in payment of HOA fee, fines or other incurred expenses to a Co-owner's WCA account
Articles of Incorporation	Filed with the State of Michigan in 1971 to establish Willoway Condominium Association as a Michigan nonprofit corporation; Amended in 2000 and 2021.
Association	Willoway Condominium Association, a nonprofit corporation organized under Michigan law of which all Co-owners are members.
Basement storage units	Enclosed storage area in the basement assigned to each individual Unit.
Board	Willoway Board of Directors – 5 members elected from among Co-owners in good standing.
BTO	Bloomfield Township Ordinance
Bylaws	Legal document defining the rights and obligations of both the Association and Co-owners. Current Document: Amended and Restated Bylaws of Willoway Condominium – effective January 14, 2021
Common Areas	Exterior Common Areas include Condominium grounds, pool, gazebo, porches, sidewalks, carports, roadways, dumpster enclosures, etc.  Interior Common Areas include hallways and stairways, basement common areas, pool house, etc.
Common Elements	See Amended and Restated Master Deed, effective January 14, 2021, Article IV, Sections 1A & B.
Community Manager	Employee of the Management Company assigned to manage the day-today operations of the Association.
Condominium	The premises of Willoway Condominium including land, buildings, structures and improvements on the property.
Condominium Subdivision Plan	Drawing of the Condominium property required by the Michigan Condominium Act of 1978
Co-owner	A individual, firm, corporation, limited liability company, partnership, association, trust or other legal entity who or which owns one (1) or more Units.

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<u><b>TERM</b></u>	<u><b>DEFINITION</b></u>
Good standing	A Co-owner who is current in all financial obligations owing the Association and is not in default of any of the Condominium Document provisions.
Governing Documents	Amended and Restated Master Deed (Updated 1/14/2021), Amended and Restated Bylaws (Updated 1/14/2021), Condominium Subdivision Plan (1971), Restated Articles of Incorporation (2000), Certificate of Amendment to the Articles of Incorporation (2021), Rules and Regulations (2021)
HOA	Homeowner's Association
HOA Fee	Monthly fee charged by the Homeowner's Association to cover gas, water, Common Area maintenance and overall expenses of the Association.
HVAC	Heating, Ventilation and Air Conditioning
Lease	Agreement between Co-owner and Tenant
Management Company	Professional management company retained by the Association to assist in the day-to-day operations of the Association.
Michigan Condominium Act	Act 59 of the Public Acts of the State of Michigan, as amended
Modification Request	Form required before any alterations to Buildings (Interior and Exterior), Common Areas, Patios, Units may be performed.
Non-Resident Co-Owner	Co-owner of record who does not reside in the Unit which is owned by the Co-owner.
Occupant	Resides in the Unit but is not the Co-owner or Tenant of record.
Patio	Concrete area connected to a first floor Unit for the specific use of the Resident of that Unit.
Resident	May be Co-owner, Tenant or Occupant of a Unit
Resident Co-Owner	Co-owner of record who resides in the Unit owned by the Co-owner.



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<b><u>TERM</u></b>	<b><u>DEFINITION</u></b>
Rules and Regulations	Policies and guidelines established by the Board of Directors of the Condominium Association. It is the responsibility of the Board of Directors to administer and enforce the Rules and Regulations.
Tenant	Not a Co-owner but living in the Unit with a Lease or Leasing Info on file
Township	Bloomfield Township, Michigan
Unit	A single, individual numbered Unit (1 or 2 Bedroom)
Unit Number	Building letter and Unit number on door (A-1)
Unit Number-Bloomfield Township	Number assigned to the Unit upon conversion from apartments to condominiums in 1971; corresponds to carport number and number on payment coupon.
WCA	Willoway Condominium Association
Willoway	The premises of Willoway Condominium including land, buildings, structures and improvements on the property.