



Plymouth Township, Michigan

Welcome to the River Bend Condominium Association!

We are happy you have chosen to join our community.

New members often have similar questions, but no time to find answers in the Condominium Master Deed and Bylaws. The following information is being provided as a **brief summary** to help with some of those typical questions. These excerpts are references from the general, financial, administrative and maintenance portions of the Master Deed and Bylaws. Please review these documents in their entirety, when time allows.

Please go to www.riverbendplymouth.com for additional information and full versions of the legal documents.

General Information

1. Curbside trash and recycling is picked up early Thursday mornings. If the week contains a holiday, the pickup will be on Friday. Bins / Cans must be at curb for pick up by 7:00 AM
2. For Township services specific questions, please call the Plymouth Township Solid Waste department at (734) 354-3270, or check out:

http://www.plymouthtp.org/community/frequently_asked_questions/solid_waste_department.php

Financial

1. Budget – Current Operating

You may obtain a copy of the current fiscal year operating budget by contacting the Association **Property Manager Craig Girard** of **MC Property Service, LLC**, at (734) 233-8813 or mcproserv@yahoo.com. An annual operating budget is approved by the Board of Directors delivered via email to all Co-Owners prior to each new year.

2. Dues / Assessments

Current Monthly Dues are: _____

All Association dues / assessments are **DUE** on, or before the **FIRST** of each month.

Payments must be made in full by the tenth (10th) of each month to avoid a late fee. Late fees are **\$25**.

Checks are to be sent to the Property Manager's Post Office Box:

**MC Property Service, LLC
P.O. Box 530187
Livonia, MI 48153**

For your convenience, it is suggested you set up an automatic dues payment through your bank.

NO REMINDERS ARE PROVIDED FOR THESE PAYMENTS;

it is your responsibility to make your payments on schedule.

Checks are to be made out to: **River Bend Condominium**

Memo lines **NEED** to include: UNIT NUMBER or ADDRESS (so funds can be correctly credited)

Contact the Property Manager at (734) 233-8813 or mcproserv@yahoo.com for the RBCA Bank name, address and account information, if required by your bank to set up your automatic payments.

The information contained herein is intended as an "excerpt" or "quick reference" to the full Bylaws;

It is not intended to be all inclusive, or contradictory to the full Bylaws.

"..." symbol indicates additional text in full documents, not included there"

Administrative

1. Annual Meetings of members of the Association are typically held the 2nd Tuesday of May, at such time and place as shall be determined by the Board of Directors.

The primary purpose of the meetings is to elect the Board of Directors. Notifications of the annual meeting will be sent to all Co-owners between 10 - 60 days prior to the date.

2. Designated Voting Representative Form – Each condominium unit has one vote at meetings of the Association. One designated voting representative must be selected for your condominium unit. The Designated Voting Representative Form must be completed and signed by all owners of the unit and placed on file with the Association. *Please complete and return this form to the Property Manager.*

3. RBCA Notices and Correspondence Form – The Association requests you provide an email address to receive association notices and correspondence. *Please complete and return this form to the Property Manager*

4. Emergency Contact Request Form – In the event of a building emergency, the Association needs current information on file should we need to obtain access to your unit. This information requested includes work telephone numbers and the phone numbers of relatives or friends that may have access to your unit. This information would only be used in the event of a serious building emergency. *Please complete and return this form to the Property Manager.*

5. Unit Mortgage Company Form – The association is required to keep a “book of mortgages” *Please complete and return this form to the Property Manager.*

6. Article IV – Insurance – Section 3. Insurance Responsibilities of the Co-owner

(a) Generally. Each Co-owner shall be required to obtain their own Special Form HO-6 Condominium Homeowners Insurance Policy for their Unit and Limited Common Elements, and the Association shall have absolutely no responsibility for obtaining such coverage.

...

The Co-owner’s coverage shall include all causes of loss normally covered by a Special Form Homeowners Insurance Policy, including, but not limited to, fire, theft, vandalism, host liability, and malicious mischief. Upon the Board’s request, Co-owners shall provide written verification of their insurance coverage for their Unit and Limited Common Elements to the Association annually. The Association may assess an administrative fee to any Co-owner who fails or refuses to provide verification of their insurance coverage to the Board after its request for said verification.

(b) (i) Property Coverage - Interior Items, Limited Common Elements, and Wiring, Lines and Ducts.

The Co-owner’s property coverage for items within their Unit shall include all perimeter and interior wall drywall, all interior wall construction and framing within a Unit, all pipes, wires, conduits and ducts contained within such interior walls which serve only the Co-owner’s Unit, and all fixtures, equipment and trim and any other building items within the Unit, whether furnished by the Developer or installed by the Owner (the “Interior Items”).

Section 5. Waivers of Subrogation. The Association and all Co-owners shall only obtain insurance policies under which the **insurer waives any and all right of subrogation as to any and all claims against any Co-owner or the Association.**

Section 6. Indemnification. **Each Co-owner shall indemnify and hold harmless every other Co-owner and the Association for all damages, costs and expenses (including, but not limited to, attorney’s fees) which such other Co-owners or the Association may suffer as a result of defending any claim arising out of an occurrence for which the Co-owner is required to carry insurance pursuant to this Article.** This Section shall not be construed to give any insurer a right of subrogation or other right or claim against a Co-owner or the Association.

We recommend you provide your insurance provider with a copy of the “insurance Responsibilities of the Co-owner” as detailed in the bylaws under Article IV.

7. Alterations / Modifications – As per the Exhibit A Bylaws, Article VI Restrictions, Section 2 (d) - Over-the-air reception devices, including but not limited to satellite dish antennas, shall not be attached or installed upon any Common Elements without the advance written permission of the Board of Directors. Such permission shall be **set forth in a written Consent to Alteration agreement between the Co-owner and the Association.**

8. Maintenance Request – When your unit is in need of maintenance or repair, of which the Association is responsible, you may complete the enclosed maintenance request. The Association will hire a contractor to complete the work. In some cases, your request may be combined with other similar requires to that the work can be performed most efficiently. Complete and submit your form to the Property Manager.

We hope you have found this information helpful.

Common Reference Points from the RIVER BEND CONDOMINIUMS MASTER DEED

Article III - Definition

Section 14. **Electronic Transmission, Electronically Transmitted.** “Electronic transmission” or “electronically transmitted” means any form of communication that meets all of the following:

- (a) It does not directly involve the physical transmission of paper.
- (b) It creates a record that may be retained and retrieved by the recipient.
- (c) It may be directly reproduced in paper form by the recipient through an automated process.

Common Reference Points from the EXHIBIT A – BYLAWS RIVER BEND PLYMOUTH CONDOMINIUM ASSOCIATION

Article I – Association of Co-Owners

Section 2. Membership; Reserve Funds

...A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association.

...All Co-owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

Article II - Assessments

Section 2. Determination of Assessments.

- (a) Budget; Regular Annual Assessments The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, insurance, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves.
- (b) Budget Adoption. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure of delivery of a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments.

Section 4. **Due Dates; Penalties for Default; Application of Payments.** Annual assessments shall be payable by co-owners in twelve (12) equal monthly installments. Such assessments shall be due and payable on the first of each month, commencing with a Co-owner's acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means.

...

Monthly installments of the annual assessment are due on the first day of each month. The payment of any assessment shall be in default if any installment thereof is not paid to the Association in full on or before the due date for such installment. A late charge of twenty-five (\$25.00) dollars per month, or such other amount as the Board may approve from time to time, may be assessed automatically by the Association to a delinquent owner's account if any assessment is in default for ten (10) or more days until all delinquent amounts are paid in full.

Article VI - Restrictions

Section 2. Alterations and Modifications.

(a) No Alterations/Modifications without Board Approval. No Co-owner shall make alterations in exterior appearance of their Unit, or make any structural modifications or additions to their Unit (including interior walls through or in which there exist easements for support or utilities), or make changes in any of the Common Elements, Limited or General, without the prior written approval of the Board, including, without limitation, the following: exterior painting or the erection of decks, porches, balconies, railings, flag poles, antennas, lines, cables, wires, aerials, lights, solar panels, motion sensor lights, security cameras, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or any other exterior attachments or modifications. No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or which emits a humanly audible sound.

...

(d) Satellite Dishes and Antennas. Over-the-air reception devices, including but not limited to satellite dish antennas, shall not be attached or installed upon any Common Elements without the advance written permission of the Board of Directors. **Such permission shall be set forth in a written Consent to Alteration agreement between the Co-owner and the Association.**

Section 4 - Pets and Animals—

(a) Generally. "Co-owners may keep in their Unit one pet (dog or cat) which weighs no more than 50 lbs., or two pets (any combination of dogs and/or cats) the collective weight of which is not more than 50 lbs. ..."

(b) Control of Animals ... No dog, which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements.

No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General.

(d) Co-owner Responsibilities Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost or damage to the Association of accommodating animals within the Condominium. ...

Section 5 - Aesthetics

(b) Garage Doors. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage.

Section 7 - **Vehicles and Parking.** – SEE END OF DOCUMENT FOR ADDITIONAL INFORMATION

- (c) **Parking.** All vehicles shall be parked in the Co-owner's garage, and the Co-owner (and their Tenant, guest and Non-Co-owner Occupant) shall park any additional vehicle which they own or use in their assigned Limited Common Element driveway. Any vehicle that is parked in a driveway shall not extend into or block the street.

Overnight parking on the Condominium streets is generally prohibited....

Section 11 - **Landscaping**

No Co-owner shall perform any landscaping by removing or planting any trees, bushes, shrubs, flowers, mulch, or installing any stones, landscaping blocks, or edging upon the Common Elements unless the same is approved by the Association's Board of Directors in writing and is in total conformance with the Master Deed, Bylaws and the Association's rules and regulations regarding landscaping as may be published from time to time. All approvals given by the Board to a Co-owner for landscaping shall be set forth in a recordable Consent to Alteration/Modification Agreement pursuant to Section 2 (a) of this Article VI.

Article VII – Leasing and Non-Co-Owner Occupancy of Units

There are many stipulations and requirements defined in the bylaws regarding the renting of your unit. Please refer to this section, in whole, prior to considering the leasing of your unit. Also see the form and insurance requirements provided in this welcome package.

Article IX – Voting

Section 1 – **Vote** Each Co-owner shall be entitled to one vote for each Condominium Unit owned. The value of each vote shall be equal.

Section 3. **Designation of Voting Representative.** Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner.

Section 5. **Majority; Approval of Action by Written Ballot.** A majority, except where otherwise provided herein, shall consist of those Co-owners who represent more than fifty percent (50%) of the Units who are eligible to vote and present in person or by proxy (or written absentee ballot, if applicable)

Article X – Meetings

Section 5. **Quorum.** The presence in person or by proxy or written ballot of those Coowners who represent thirty-five (35%) percent of the Units that are Good Standing shall constitute a quorum for holding a meeting of the members of the Association

Article VI - Restrictions

Section 7. Vehicles and Parking.

(c) Parking. All vehicles shall be parked in the Co-owner’s garage, and the Co-owner (and their Tenant, guest and Non-Co-owner Occupant) shall park any additional vehicle which they own or use in their assigned Limited Common Element driveway. Any vehicle that is parked in a driveway shall not extend into or block the street.

Overnight parking on the Condominium streets is generally prohibited.

The River Bend Condominium Community was not designed with parking space for guests, beyond each unit’s personal garage and driveway.

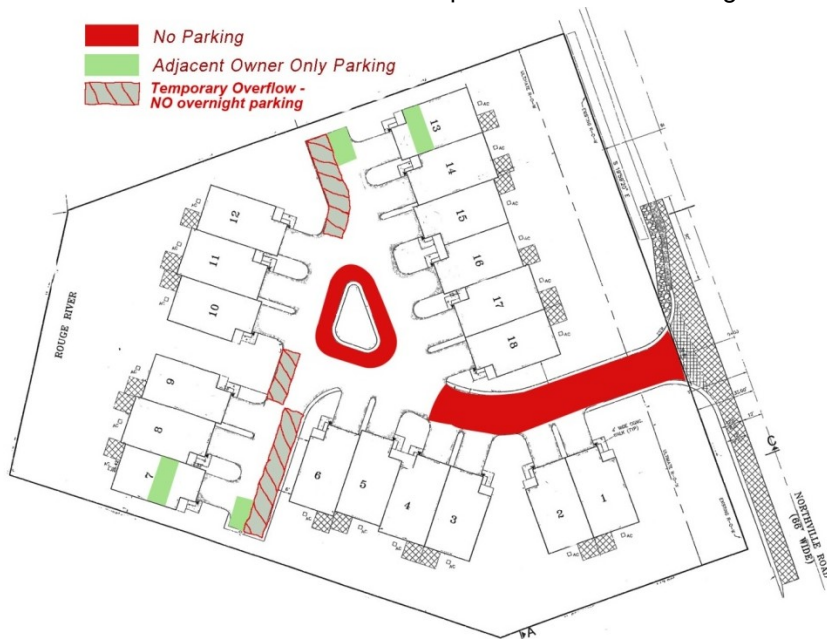
See the plan below, which designates parking areas and their restrictions, *beyond* the co-owners garages and driveways.

Areas shown in RED are either fire lanes or are located directly behind driveways, which make it difficult for those owners to exit their driveways. NO Parking is allowed in these areas at any time.

The areas in GREEN are limited to parking ONLY by the unit owners directly adjacent to those spaces. Vehicles parked in these spaces prevent unit owners from exiting their driveway. No overnight parking allowed.

The areas shaded GRAY may be used as **TEMPORARY** parking for guests as a last resort. Use of these areas is allowed with the understanding:

1. A unit’s designated parking spaces (the unit’s 2 garage and 2 driveway spaces) are occupied.
2. Parking in these spaces is temporary (**NO** overnight parking allowed)
3. Vehicles are to remain in these spaces, only as long as that unit’s designated spaces are occupied.
4. Vehicles are not to be left unattended for periods of time exceeding **12 hours**.



This map is for illustration purposes ONLY – the recorded Master Deed and Bylaws shall prevail.

The information contained herein is intended as an “excerpt” or “quick reference” to the full Bylaws; It is not intended to be all inclusive, or contradictory to the full Bylaws. “...” symbol indicates additional text in full documents, not included there”

Suggestion: Understandably, there will be occasions when additional parking is needed for a couple hours during a gathering. If you are going to be hosting such an event, check with your neighbors or send an email out to the community and ask whether your guests may use their driveways.

If you do not have the email addresses of all the community members, please contact the Association Property Manager at riverbendplymouth@gmail.com and that information will be provided.

*****WINTER SEASON PARKING NOTICE*****

The snow plowing company may arrive at any time day or night to clear our pavement, depending on when the snow falls. It is critical that **vehicles MUST NOT be parked in the River Bend Drive lanes during the snow season.** "Drive Lanes" include ALL asphalt that is not a driveway. Should your vehicle be in that lane, the snow will be plowed up against it. The Association is not responsible for any damage to your vehicle incurred due to inappropriate parking.

Also, keep in mind that the snow plowing service WILL NOT PLOW your driveways if there are vehicles parked there. If that happens, it will be your own responsibility to shovel out your driveway.

Landlords: Your tenants MUST comply with all RBCA rules and regulations. Copies of this notice will be placed in mailboxes. Your tenants are your responsibility to ensure their compliance.

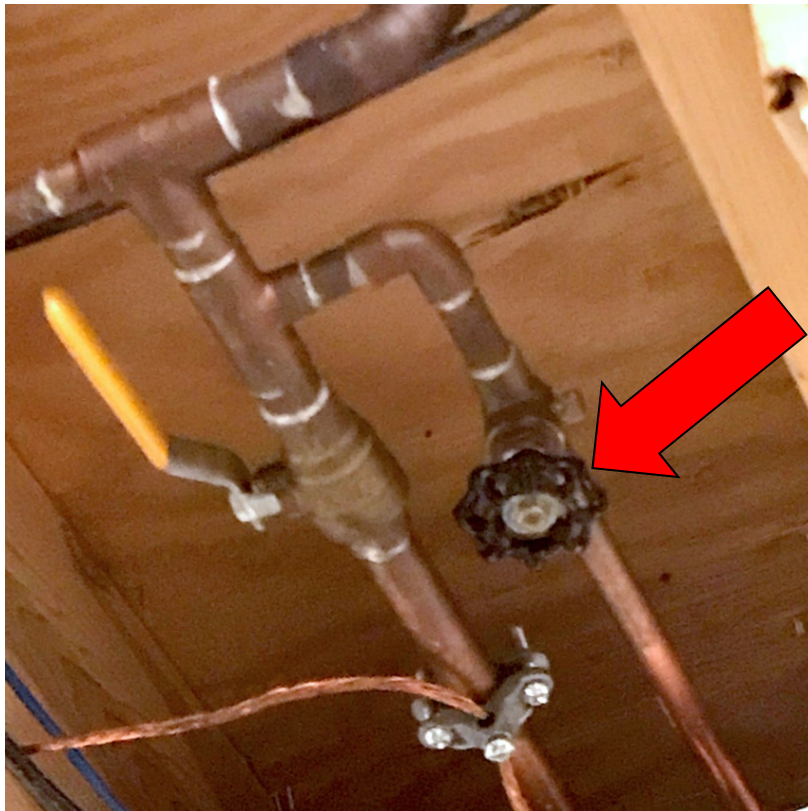
Unit Exterior Water Spigot

Each unit is equipped with a hose bib / water spigot in your garage and one on the exterior back wall of your unit.

The spigot on the outside of your unit can be prone to freezing during the winter months. If this occurs, uncontrolled flooding may occur outside, or worse, in your basement.

It is VERY important to shut off water to this spigot before winter, and remove any attached hoses.

The shut-off valve for the outside spigot is located in your basement, in the vicinity of your furnace. Each unit's plumbing may look a little different but the red arrow on the image below indicates what the shut-off valve **may** look like.



This sample image illustrates a round black valve connected to a pipe that heads in the direction of the wall with the exterior spigot.

Again, each unit may be different. You may have to use the “test and look” method to confirm you are turning off the correct valve.

If you would like assistance locating and identifying this valve, please do not hesitate to contact the one of the Board members or the Property Manager, free help will be provided.

The simplest method to ensure you don't forget to turn this off before winter is to LEAVE IT OFF.

If you aren't going to be using this spigot, there is no reason for the water valve to be on.

If the exterior spigot or pipe freezes and breaks, water will flow freely. This will cause both the Association (ie.

your dues) a financial strain in regards to an elevated water bill for lost water, and potentially damage to YOUR unit if the water comes in to your basement.

PLEASE be diligent in your maintenance of this water source.

Thank you.

Fire Alarm System

The River Bend Condominium Community has a couple different fire alarm systems.



System #1 was installed by the developer during construction. This includes individual “Smoke Alarms” that are wired into the electrical system, and have battery backups.

- Each unit should have at least one smoke alarm on each floor.
- This device is triggered by sensing smoke in the air.
- This system, when triggered, sets off an alarm inside of that individual unit.
- It is the unit owner’s responsibility to replace the backup batteries when they give the typical “low battery” beeping alarm.
- Should this alarm sound, and there is no fire, remove and replace the batteries; if this does not work, remove the device from the wiring connection.
- Replacing a faulty smoke detector is the responsibility of the Unit Owner



System #2 was installed by the developer during construction. This includes heat sensitive thermostats and “horn-strobe” device over the front door.



- Each unit should have one heat thermostat on each floor
- A rise in temperature of 15 degrees in 3 seconds indicates a fire and the alarm will sound
- This system, when triggered, sets off an alarm which is sounded in EVERY unit of that building. This alarm is NOT monitored.
- Is wired to one master control panel, in the basement of one of the following units: 2, 3, 8, 10 or 18.
- The only way to turn off this alarm is by accessing the control panel and inputting the pass-code “1234. If this does not work, the Association needs to contact Metro Alarm Systems at (734) 326-7266 and have a technician come out.
- Should this alarm sound, and there is no fire, the unit with the display panel in the basement must be accessed.
- This system is the Association’s responsibility, UNLESS it is shown to be damaged, harmed, or otherwise in need of service or repair due to a unit owner’s act. If the need of repair is due to a unit owner’s act, then it is the unit owner’s responsibility to pay for those repairs.
- Any time there is an issue with the fire alarm system (other than the need to replace batteries), please notify the BOD.

System #3 includes individual unit fire alarms installed by Unit Owners. These are often connected to an “in-house” security system and may be monitored. These are the complete responsibility of the Unit Owner.

River Bend Condominium Association

RBCA Rule – Open House Signs

In accordance with the Amended and Restated Condominium Bylaws, Exhibit “A” to the Master Deed Article VI, Restrictions, Section 9. Rules and Regulations, as of March 20, 2024 the River Bend Condominium Board of Directors are implementing the following rule regarding Section 8. Advertising and Signs:

“Open House” signs will be allowed provided they are in **accordance with the following stipulations:**

- Sign Type: High quality commercial grade
Sign Style: Modular bi-fold
Sign Size: Maximum size 7 square feet
Sign Height: Maximum height 4 foot tall
Sign Text: OPEN HOUSE
HOURS __ TO __
Sign Quantity: 2 signs maximum
Sign Location: 1 sign may be placed near entrance to River Bend Drive, between Northville Road curb and stone planting area on south side of driveway
1 sign may be placed within Limited / General Common elements directly in front of unit for sale
Sign Timing: Signs may be placed on site one day prior to the Open House
Signs MUST be removed at the end of the day of the Open House event
Open House Notification: Owner or Realtor shall inform RBCA property manager a minimum of 7 days prior to Open House event via email.
Property manager name and email address at time of rule inception are:
Craig Girard at mcpropserv@yahoo.com
If property Management Company has changed, notification is still required to current company

Approved Sign Samples:



Name of Company, “Open House” and Hours ONLY on sign

Damages: Any damage incurred by signage or activity of Open House, shall be the responsibility of the unit owner to fully repair or restore to pre-event condition, and accepted by the BOD.

President
Jeff Horka
Term 2023-2025

Vice-President
Colleen Roney
Term 2023-2025

Treasurer
Tony Gullitti
Term 2022-2024

Secretary
Kris Whise
Term 2022-2024

Director
Ali Kanberoglu
Term 2022-2024