

# *Partridge Creek*

## **Resident Handbook (Rules & Regulations)**

Please Contact Us At:  
PO Box 971817 - Ypsilanti, MI 48197 - 734.340.4516  
[PartridgeCreekHOA.com](http://PartridgeCreekHOA.com) - [PCHOA@PartridgeCreekHOA.com](mailto:PCHOA@PartridgeCreekHOA.com)

# *Welcome Home*

Dear New Homeowner:

Welcome to our neighborhood and congratulations on the purchase of your home!

Over the coming months we look forward to meeting you whether it be walking down the streets, eating at the Spring picnic or attending the annual meeting in May.

The operation of your homeowners association is governed by a board of volunteer directors. The Board of Directors is elected by the community to oversee the daily functions and financial responsibilities of the Association. Please take the time to read through the Bylaws and Handbook. Electronic copies are available from the community web site. Our community Facebook page can be found at: [facebook.com/groups/615880791793772](https://facebook.com/groups/615880791793772). Please take a moment to join.

As a new homeowner, you may already have some ideas on how to make improvements to your new your property. Please keep in mind, the Association has an Architectural Review Committee. This committee is designed to help maintain the quality & consistency of our neighborhood. The committee can help to evaluate the plans for all exterior landscaping, repairs and remodeling (such as decks, fences, replacement roofs, etc.).

Again, welcome to the Partridge Creek community! We know you'll find our neighborhood is a great place to live and we encourage your participation in our activities and functions.

## **Association Information**

Partridge Creek is a community located south of the intersection of Whittaker & Textile roads in Ypsilanti, Township. Just 2.5 miles South of I-94. This make it a great area for commuters in any direction.

The neighborhood is comprised of just 296 residences. Despite the small number of homes, there are nearly 40 acres of common areas in addition to woods, wetlands and ponds. This makes Partridge Creek one of the most scenic neighborhoods within its price range.

Located in Ypsilanti Township and the Lincoln School District, the property taxes are quite modest and the schools are held in high regard.

Partridge Creek has a comfortable feel to it. On any given night of the week, you can see owners walking their dogs, parents riding bikes with their children and kids playing openly and safely. Partridge Creek is an ideal neighborhood for anyone with an affinity for the American Dream.

The Partridge Creek Subdivision Homeowners Association is a Michigan non-profit corporation. The Board of Directors, Comprising of five (5) elected members, manages maintenance and the business affairs of the Association for the benefit of the member-homeowners.

## **Meetings & Events**

The Partridge Creek Homeowners Association meetings are held annually. Signs will be posted at the entrance to remind you of the meetings in advance.

The association has several annual events including a community-wide garage sale, holiday decorating contests and other events managed by the Social Committee.

Be sure to check the association Web site at [www.PartridgeCreekHOA.com](http://www.PartridgeCreekHOA.com) for more information regarding meeting dates and other events.

## **Committees**

This is your neighborhood, and if you want to be involved in its management, or have special qualities that you feel would be beneficial to one of these committees please contact any member of the Board of Directors or the association manager.

### **Architecture Control**

This committee reviews Modification Requests submitted by homeowners who wish to modify the exterior of their homes or to construct or change improvements on their lots.

### **Social**

The purpose of this committee is to plan and organize social events for the benefit of the community and to promote a neighborly atmosphere.

### **Newsletter**

The purpose of this committee is to publish a quarterly community information bulletin to enhance communication and increase awareness of Washtenaw area events and activities.

# Adoption of Rules and Regulations

Preamble:

These rules were adopted by the Board of Directors of Partridge Creek Subdivision Homeowners Association, on the 18th day of March, 2002 and are effective as of the 5th day of August, 2019. Amendments shall become effective as of the date they are approved by the Association Board of Directors.

WHEREAS, it is set forth in the Articles of Incorporation and Declaration of Covenants, Conditions and Restrictions, the Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and to make and enforce reasonable regulations concerning the use and enjoyment of said Association and may do acts and things that are not prohibited by the Documents; and

WHEREAS, The Board of Directors shall be responsible specifically for the management and administration of the affairs of and maintenance of the Association and the Common Elements and to set policy and to make rules and regulations; and

WHEREAS, the Partridge Creek Homeowners Association (the "Association") is responsible for the governance and maintenance of the Partridge Creek Homeowners (the "Community"); and

WHEREAS, the Association exists pursuant to the Articles of Incorporation and the Declaration of Covenants, Conditions and Restrictions, and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the interests of the Community, pursuant to Article II, Section (g) of the Partridge Creek Homeowners Association Articles of Incorporation; and

NOW, THEREFORE, the Association adopts the following restrictions and regulations for the Community, hereinafter referred to as the "Rules and Regulations", which shall be binding on all owners and their grantees, lessees, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess an interest in the Community, and which shall supersede any previously adopted rules on the same subject matter.

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# Association Rules, Regulations & Policies

## RULE I - ALTERATIONS AND MODIFICATIONS

- A. No homeowner shall commence alterations to any exterior appearance, including additional buildings, dog runs, fences, decks, gazebos or pools without first submitting a Modification Request form and then obtaining written approval of the request from the Architectural Control Committee or the Board of Directors.
- B. Each owner shall keep all structural improvements on their property in good condition and in good repair at all times.

## RULE II - RESIDENTIAL USE

- A. No lot in the Association shall be used for any type of business that would involve additional traffic coming into the complex. This includes, but is not limited to: businesses, personal service or any commercial activity that employs non-residents.
- B. Home offices that are for the owner's use are allowed provided that they would not increase traffic into the subdivision.
- C. Home daycare must meet state requirements and may not have more than six (6) children. No additional employees may work at any house. Hours of operation may be between the hours of 6:00 a.m. and 7:00 p.m. All daycare facilities must provide written notification of their operation and a copy of their license and insurance to the Association.

## RULE III - SIGNS

- A. No signs of any kind shall be displayed to public view on any lot except one (1) professional sign of not more than nine (9) square feet advertising the property for sale. Such signs must be kept in good condition and removed once the property is under contract for sale.

## RULE IV - NUISANCES

- A. No unlawful activity shall be conducted upon any lot or within any park or common area of the subdivision.
- B. No activity shall be permitted which may be, or may become, an annoyance or nuisance to the homeowners in the subdivision, nor shall any unreasonably noisy activity be engaged upon any lot or within any park or common area of the subdivision.
- C. The Association, Board of Directors, and the Management Company assume no liability for accidents while using recreational equipment in the parks or common areas including, but not limited to, skateboards, roller blades, scooters, bicycles, etc.

**RULE V - ANIMALS**

- A. All animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise (i.e. excessive or persistent barking), odor, unsanitary conditions, or causing damage to any common elements or property belonging to other owners within the association.
- B. No animals may be kept or bred for commercial purposes.
- C. No animal may be permitted to run loose at any time within any park or common area. While outside on/or off the owner's property or fenced area or a dog run, all animals shall be leashed and/or properly restrained.
- D. Pet owners shall immediately remove and properly dispose at their residence of any fecal deposits made within any park, common area or lot of the subdivision. Guests and/or children of pet owners will be equally responsible for collection and disposition of all fecal matter while under their care.
- E. Any homeowner who causes any animals to be brought or kept upon the premises of the subdivision shall indemnify and hold harmless the Association and all other homeowners for any loss, damage, or liability which the Association or any homeowner may sustain as a result of the presence of such animal on the premises.
- F. Owners of pets shall comply at all times with local ordinances.

**RULE VI - LITTER AND POLLUTION**

- A. No person shall throw or allow to be accumulated on his/her property or any other open space or common area: trash, refuse or rubbish of any kind. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and same shall not be kept except in sanitary containers properly concealed from public view.
- B. No person shall dump or otherwise dispose of chemicals, motor oil, paint, gasoline, or petroleum distillates in, over, or within the subdivision or the sanitary or storm sewer drains serving the subdivision.

**RULE VII - WEAPONS & FIREWORKS**

- A. No person shall use or discharge within the subdivision, nor shall he/she permit any invitees or guests to use or discharge within the subdivision, any BB gun, firearms, rifles, shotguns, handguns, pellet guns, crossbows or archery equipment. Projectiles, including fireworks that leave the ground are not permitted anywhere on or about the property. A fine of \$100.00 per projectile will be assessed to the offending residents or residents guest account. Such fines will be payable within 30 days of receipt of violation. Failure to pay will result in attorney filing for collections.

## **RULE VIII - LOT MAINTENANCE**

- A. Lot owners must maintain grass, sod, seed, and/or mulch covering the exposed earth of the lot. Owners shall keep grass mowed at no greater than four (4) inches in height. Lawns, landscaping and garden areas shall be kept free of weeds and shall be well-maintained at all times by the owner.
- B. At least one deciduous tree shall be maintained on the extension of each lot. Dead or dying trees shall be removed so as to avoid unsightly or dangerous conditions and replaced as soon as weather permits.
- C. Mail and/or newspaper boxes shall be properly maintained so as to maintain a neat appearance.

## **RULE IX - FENCES, DOG RUNS**

- A. No fence, wall or ornamental item greater than one (1) foot shall be erected, placed or altered on any lot nearer to any front street than the front building set-back line.
- B. All approved fences or dog runs must meet the building and zoning requirements of the township.
- C. Fences shall not exceed seventy-two (72) inches in height, and be constructed of vinyl-coated cyclone, aluminum, or wrought iron or treated wood. Wooden privacy fences must obtain approval from the Architectural Review Committee before they are installed. All fences must be maintained in good repair both in function and appearance.

## **RULE X - TEMPORARY STRUCTURES**

- A. No inoperative vehicle, house trailers or mobile trailers, commercial vehicles, boats, boat trailers, campers, snowmobiles, snowmobile trailers, motorcycles or motorcycle trailers, trailers of any kind or vehicles other than automobiles and non-commercial trucks and passenger vans used as a homeowner's primary means of transportation, may be parked or stored upon any lot of the subdivision unless such vehicles are parked or stored in a garage on such lot.
- B. Boats and campers are permitted for periods not to exceed forty-eight (48) hours during any one week period.
- C. "Commercial Vehicle" is defined as:
  - 1. Any vehicle used for commercial purposes.
  - 2. Any vehicle with commercial advertising, business address, or phone numbers displayed anywhere on the vehicle.
  - 3. Any vehicle with ladder racks, glass racks, or any attachment used for transporting materials used for commercial enterprises.
- D. Tents for entertainment or recreational purposes are permitted for periods not to exceed forty-eight (48) hours. The Association may grant exceptions to this restriction as is deemed suitable.

**RULE XI - TEMPORARY RESIDENTS**

- A. No trailer, tent, camper, boat, basement, shack, shed, garage, barn or other building erected in the subdivision, except a completed single family residence, shall be used at any time as a residence, temporary or permanently.

**RULE XII - ACCESSORY STRUCTURES, GAZEBOS, SHEDS**

- A. Gazebos, sheds and accessory structures greater than twenty-seven (27) cubic feet in volume may only be installed in the rear yard if and when approved by the Association.
- B. All additions must meet township regulations and must have necessary permits.

**RULE XIII - ANTENNAS**

- A. Only the following antenna size and type are allowed:
  - 1. DBS antennas that are one meter or less in diameter may be installed. Antennas designed to receive satellite signals, which are larger than one meter in diameter, are prohibited.
  - 2. MDS antennas one meter or less in diameter may be installed. MDS antennas larger than one meter in diameter are prohibited.
  - 3. Installation of transmission-only antennas is prohibited.
  - 4. All antennas not covered by FCC rules are prohibited.
  - 5. No more than one antenna for each type of service may be installed by an owner.
- B. Antennas should be placed if possible on the rear of the unit and must meet requirements of the Township.

**RULE XIV - SWIMMING POOLS**

- A. All swimming pools must be approved by the Association prior to installation.
- B. Swimming pools and fences must be in the rear of the house.
- C. Swimming pools and fences must meet all requirements of the Township and all required permits must be secured prior to installation.

## **RULE XV - SIDEWALKS & DRIVEWAYS**

- A. All sidewalks, driveways, lawn extensions and areas further from the home than the nearest edge of the sidewalk must be kept clear of all items including but not limited to: basketball nets, sports equipment, chairs, bikes, and cars. Sidewalks & driveways must be kept free of cracks & deterioration.
- B. All sidewalks are intended to be available at all times for use by non-motorized traffic.
- C. Sidewalks must be kept free of ice, snow and any other debris. When there is more than two (2) inches of snow accumulation, then the sidewalk must be cleared within 24 hours. When any amount of ice is present, then sidewalks must be cleared or salt or other de-icing agent must be applied within twelve (12) hours. All maintenance and/or repairs to sidewalks are the responsibility of the homeowner.

## **RULE XVI - ASSESSMENT OF FINES AND/OR OTHER ENFORCEMENT OF RULES AND REGULATIONS**

- A. The following fines have been established by the Board of Directors for violation of any of the rules contained herein:
  - 1. First Notice, \$100.00 fine.
  - 2. Second Notice, \$100.00 fine for second violation of same rule.
  - 3. Third Notice, \$100.00 fine for third violation of same rule.
  - 4. Fourth Notice, \$100.00 for fourth and subsequent violations of same rule.
- B. All fines duly assessed may be collected in the same manner as provided in Article II, Section 8;Lof the Partridge Creek Subdivision Homeowners Association Declaration of Covenants, Conditions and Restrictions.
- C. After written notice to the homeowner of a violation of either the Covenants, Conditions and Restrictions or these Rules and Regulations that the Association Board of Directors shall have the option (but not obligation) to take any of the following steps:
  - i) Take corrective action by removing or abating the condition complained of
  - ii) Bringing an action in a court of competent jurisdiction to seek an order compelling the homeowner to remove or correct the offending condition.
- D. The homeowner shall be liable for the costs of abatement as described in Section XVI including but not limited to payment of contractors, actual attorney's fees, court costs or other expenses reasonably necessary to correct or abate the violation. If not paid when billed, the Association shall add such costs to the homeowner's assessment account.

## REPORTING VIOLATIONS

1. Violations may be witnessed and reported by any homeowner, or by any employee, agent or officer of the Association's property manager, or by any contractor or sub-contractor of the above.
2. Violation complaints may be submitted to the Association manager or to any member of the Board of Directors or through the Association's email: PCHOA@PartridgeCreekHOA.com or may be made in writing.
3. Complaints should include:
  - a. The name of the person(s) reporting the alleged violation(s)
  - b. Address, phone, email and any other current contact information of the Complainant
  - c. The address and/or names of the person and/or property in violation of the Association rules
  - d. The date and time the alleged violation was witnessed
  - e. The rule being violated
  - f. Photographs or other documentation of the violation, if available
4. Upon receiving a complaint the Association Manager or one of its agents or employees or a member of the Board of Directors may attempt to independently verify the validity of the complaint.
5. Upon receiving a complaint, that if true, would be a violation of the Association rules, the Association Manager shall issue a violation to the Respondent by first-class mail to the last known address of the homeowner against whom the complaint has been filed. The violation notice shall include:
  - a. The nature of the violation and the rule being enforced
  - b. The fines and/or penalties being applied
  - c. A "Response Form" where the Respondent may express compliance, deny that a violation exists and/or request a hearing before the Board of Directors at their next scheduled meeting.
6. If the Respondent either denies the existence of the violation or requests a hearing, then the Board of Directors, at their next scheduled meeting, will review the original complaint, any written response and/or any testimony presented by either the Complainant or Respondent and shall then make a determination and notify the Board or management agent of their decision.
7. Following the hearing, the Board or managing agent will notify the violator (or in case of juveniles and/or guests, the appropriate homeowner or resident) of the decision and action of the Board of Directors. Notification will be in writing and sent within seven (7) days of the hearing by either first-class mail or by personal service to the last-known address of the Respondent.
8. The Respondent shall have twenty-one (21) days to appeal in writing to the Board or management agent regarding the alleged violation. Such appeal, if received, will be decided by the Board or management agent. If no such appeal is received, the decision will be enforced.

**Partridge Creek Association**

**Modification Request for Approval**

From: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: Work: \_\_\_\_\_ Home: \_\_\_\_\_

Description of Proposed Modification:

Diagram or Plan of Modification (indicate if drawings or other documents are attached):

Anticipated completion date of the project:

If the modification project is not started by \_\_\_\_\_ a new modification request will have to be submitted to the Board for approval. Once begun, the project is to be completed within the time frame indicated by the co-owner.

I (we) understand that if the modification requires digging into the ground, or accessing any other common element, that utility lines or other common elements may be encountered. We hereby accept financial responsibility for repair of any damages that may be incurred in connection with the proposed modification.

Upon completion of the modification, Board inspection is required to assure compliance with the original specifications and code.

Co-Owner Signature

Date

Co-Owner Signature

Date

Return to: Partridge Creek Association  
PO Box 971817  
Ypsilanti, MI 48197

# Modification Agreement

Agreement between the **Partridge Creek Association** and

Co-Owner's Name—please print

Co-Owner's Address

- A. It is mutually agreed:
1. That the Co-Owner has the permission of the Association to make such modification as outlined in the attached description.
  2. Only those modifications noted in the description will be permitted by the Association under this agreement.
- B. In consideration for same, the Co-Owner agrees:
1. The expense of performing said modifications will be borne entirely by the Co-Owner.
  2. The maintenance and upkeep of said modification is the responsibility of the Co-Owner in accordance with the Condominium Documents and current Rules and Regulations adopted by the Board of Directors.
  3. In the event that the Association finds maintenance or upkeep of modifications lacking, the Association may perform such maintenance or upkeep at the Co-Owner's expense. No such expense will be incurred by the Co-Owner without allowing the Co-Owner a specified period of time to perform the maintenance first.
  4. In the event the unit to which said modifications are made is sold, the current Co-Owner is required to notify any new Co-Owner of the existence of this approved Modification Agreement, and that any new Co-Owner assumes responsibility for maintenance and upkeep of the approved modification.
  5. In the event that the modification is damaged due to the repair, replacement or removal of a common element (including, but not limited to, foundations, utility lines, pipes or wires, sump pumps), removal, repair and replacement of the modification will be performed by the Co-Owner, or shall be done at the expense of the Co-Owner.
  6. This modification must meet all municipal codes. The co-owner is responsible for obtaining any and all permits required prior to beginning the project and, upon completion of the project, obtaining any final inspections that may be required.
  7. This modification constitutes an "Improvement" to the existing structure, and the Co-Owner is solely responsible for insuring the modification against all perils. The Association assumes no liability for maintenance, repair, replacement, or insurance of the modification, including damage to the improvement / modification due to the failure of a common element or other item for which the Association is insured.

THE ATTACHED DESCRIPTION OF MODIFICATIONS IS MADE PART OF THIS AGREEMENT.

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Co-Owner Signature

Date

Association President

Date

Co-Owner Signature

Date

Association Board Member

Date

# Reference Phone Numbers & Web Sites

## **Ypsilanti Township**

734 484-4700

<http://www.twp.ypsilanti.mi.us>

Trash/Recycling <http://www.twp.ypsilanti.mi.us/services/collection.shtml>

## **Police Services**

Administration: 734 544-3730

Sheriff: 734 971-8400

<http://www.twp.ypsilanti.mi.us/police>

## **Fire Department**

734 544-4225

<http://www.twp.ypsilanti.mi.us/firedept>

## **Lincoln Consolidated Schools**

734 484-7000

<http://lincoln.k!2.mi.us>

## **Ypsilanti Community Utilities Authority (*water*)**

734 484-4600

<http://www.ycua.org>

## **DTE Energy (*gas/electric*)**

734 800-477-4747

<http://www.dteenergy.com>

## **Comcast Cable**

734 800-266-2278

<http://www.comcast.com>

## **County Road Commission**

734 761-1500

<http://www.wcroads.org>

## **Washtenaw County**

734 222-4357

<http://www.ewashtenaw.org>