

**HARBOR OAKS  
CONDOMINIUM ASSOCIATION**

**RULES &  
REGULATIONS**

**Harbor Oaks Condominium Association**

**ASSOCIATION RULES & REGULATIONS**

Document History:

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**Introduction**

This document is intended to summarize the most significant Sections contained in our official condominium Bylaws; supporting rules and regulations (as provided for by Article I-Section 5-A-(8) and Article VI-Section 11 of said Bylaws) are also included as a further guide for general conduct for Co-owners, residents and guests. *This document is not intended to replace or supersede any of the formal legal documents of the Harbor Oaks Condominium (Consolidated Master Deed and By-Laws and the Michigan Condominium Act), and any additional clarification should be obtained from those documents.*

These Association Rules & Regulations are subject to periodic review and modification as the needs of the community change. They were developed to help maintain a pleasant, well-groomed and desirable community to live in, which in turn will enhance property value in future years. Please keep in mind that what is pleasing and/or acceptable to one person, may not be pleasing and/or acceptable to another; the Association must consider the *good of the many vs. the wants of a few* when enforcing rules and regulations and the By-Laws they support. The Association is further guided by various local Waterford Twp. Ordinances where applicable. We appreciate your anticipated support and cooperation in achieving those objectives.

This document is mailed or otherwise distributed to all Co-owners and residents periodically. It can also be obtained by contacting the Association's management company, A Condominium Management Co., Inc. at 248-650-8983 or [www.ACondoMgt.com](http://www.ACondoMgt.com). Also attached is the "Co-owner Responsibility Matrix", which provides a quick reference as to specific building and property features as a Co-owner or Association responsibility for maintenance and repair.

**Article VI-1 Single Family Use & Occupancy**

Condominium units and common elements are intended for single-family residential purposes. Commercial activities are prohibited, unless written consent of the Board has been obtained. Such privileges would only be allowed provided they do not violate any Township Ordinances or other provision in our documents, and do not cause additional expense to the Association or disturb other Co-owners. The occupancy of all condominium units is governed by Waterford Township regulations, as well as other regulatory government agencies. Generally, these guidelines state that no more than two persons may occupy a one-bedroom unit and no more than three persons may occupy a two-bedroom unit.

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### Article VI-2 Leasing and Rental

Co-owners must contact the Association's property management company at least ten (10) days before actually presenting a lease to a potential Tenant. Co-Owners and Tenants must sign and date the "Addendum to Lease" form that is included within these Rules and Regulations, and return the completed form to the Association's property management company prior to the Tenant taking occupancy. Co-owners must also provide the Association's management copy with the Tenant's contact information, and a signed and dated copy of the lease prior to the Tenant taking occupancy.

No Co-owner shall lease less than an entire unit in the condominium; therefore, rental of 'rooms' is not permitted. No Tenant shall be permitted to occupy a unit except under the terms of a lease agreement, in which the initial term of which is at least 12 months in length. Tenants or non Co-owner residents are expected to comply with all of the conditions of the condominium documents, and the lease shall so provide; failure to comply with such conditions may result in eviction proceedings and money damages against both the Co-owner and Tenant. Tenants shall keep no domestic or other animals on or about the leased premises without the prior written consent of the Landlord and the Association Board of Directors, and the lease shall so provide; failure to comply with such conditions may result in eviction proceedings and money damages against both the Co-owner and Tenant.

### Article VI-3 Alterations and Modifications in Appearance

Co-owners must contact the Board of Directors and obtain express prior written approval before making any alterations in the exterior appearance or structural condition of any unit, or making any changes of any type to the limited or general common elements. Generally this includes, but is not limited to, exterior painting, garage or carport exteriors, patio modifications, handicapped accommodations, lights, doors, spas/hot tubs, windows, landscaping, etc. Antennae/satellite dish equipment is governed by FCC (government) regulations and specific guidelines will be provided by the property management company upon request; all TV satellite installations must be in accordance with the Association's regulations and guidelines. It is recommended that Co-owners provide written documentation explaining the plans and specifications, insurance considerations, etc. with all such requests; a specific Alteration Request form can be obtained from the Association's property management company; also refer to the Co-owner Responsibility Matrix for additional explanation.

The two garage doors that are approved for installation for all owners within the community are:

1. An identical match to the garage door installed during original construction (which are no longer manufactured)

or

2. CHI model 2240 (desert tan color), which is the new standard approved garage door.

Once a new garage door is installed, the door will need to be painted with two coats of Pittsburgh Paint Speedhide Satin CL08-548 to ensure a proper color match.

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### Article VI-4 Conduct

No immoral, improper, unlawful, or other offensive activity, including but not limited to speeding or other vehicular infractions, annoyance, or other nuisance, or any act or condition that may increase condominium insurance liability may be engaged in any unit or on any limited or common elements, including the lake front peninsula. Such offenses should be reported to the Association's property management company, or local law enforcement agencies if appropriate (possibly illegal). As a courtesy to your immediate neighbors and other residents, it is suggested that noise, such as radio/televisions, washer/dryers, entertaining, and the like, be kept to a minimum between before 6:00 AM and after 11:00 PM especially during the week. Also, please note that persons moving into or out of the community are permitted to do so only between the hours of 8:00 AM and 8:00 PM to prevent disruptive activities during early/late times of the day. This guideline also applies to individual units, limited common and common elements throughout the condominium, and includes the lakefront peninsula.

### Article VI-5 Animals

No animals, including household pets, shall be maintained by any Co-owner or resident without prior written approval from the Association. A community such as ours is not really appropriate for large dogs (e.g. 35 lbs. or more) or multiple pets in a single unit, and are therefore not permitted. Also, any exotic pets or animals (except ordinary domesticated cats and dogs) are strictly prohibited. Existing (as of January, 2013) Board approved domestic pets are 'grandfathered' under this provision, provided, however that they shall not be replaced if they die or are otherwise removed; in this situation, a new request must be submitted to replace the pet.

Pets must be maintained so as not to be obnoxious (e.g. loud, disruptive, or destructive), unsanitary, or unleashed, or otherwise unattended; this applies to both dogs and cats; at no time are dogs to be tied to a tree, building, patio, stake or other object on either the general common or limited common areas. Each Co-owner shall be responsible for the immediate collection and disposition of all fecal matter deposited by his/her pet - this includes the nature trail and shared picnic area. Abuse or disregard of these privileges may result in revocation of permission to maintain a pet or a change to this regulation.

Any pet brought into the community without prior written permission will be subject to the weekly fine structure listed in Article X of the Rules and Regulations, until such time as permission is granted by the Association Board of Directors, if granted retroactively.

### Article VI-6 Use of Common Elements

In general, no activity is allowed that detracts from or spoils the appearance of the complex. Each condominium unit has an enclosed storage facility that is intended for personal storage. Neither limited nor general common elements (such as hallways/foyers, decks/patios/balconies) are to be used for storage of supplies, materials, personal property (including, but not limited to, bikes, exercise equipment, boxes, furniture) or trash or for such things as drying clothing, shaking rugs, etc. An exception to this instance is storage of bikes 'in season' only on decks/patios/balconies; they should be removed to enclosed storage 'off-season'. In Buildings 1 - 6, security doors are to be kept closed at all times, except when open access is needed to carry items in/out, moving of furniture, etc. Entrances to any and all buildings should be kept clear of obstructions (including parked cars) at all times; garage doors are to be kept closed when not specifically being used. The courtyard/grassy areas are not to be used as an area for golf/ball games, sun bathing, or other such activity. In regard to sun bathing, thong-type bathing suits and topless sun bathing are specifically prohibited anywhere on the condominium property

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(including the lakefront peninsula). Decks and balconies (railings) should be kept free of any objects that may fall (such as flower pots) and possibly cause damage or injury to persons or areas below or around them.

### **Article VI-7 Obstruction of Common Elements**

No bicycles, vehicles, chairs, or other furniture, toys, decorations, plants or other personal property may be left unattended or stored anywhere on the common elements such as sidewalks, driveways, parking areas, entryways, landscaped areas, building porches/stairways/landings, etc., except as otherwise noted elsewhere in this document. This regulation also includes the space under the stairways of Buildings 1-6, and the entrance stairways and landings of all buildings. Also, it is important that these areas remain unobstructed at all times in case emergency services (such as fire or medical) are needed. Use of any common areas or recreational areas may be further limited to such times and in such manner as deemed reasonable by the Association's Board, and/or to comply with Waterford Twp. Ordinances or fire and personal safety guidelines.

### **Article VI-8 Vehicles upon the Premises - Storage**

No commercial vehicles, boats, boat trailers, camping vehicles, camping trailers, house trailers, recreational vehicles (RV's), snowmobiles, snowmobile trailers, all-terrain vehicles, all-terrain vehicle trailers, motorcycles, mopeds, or other such vehicles other than automobiles or vehicles used as the primary source of personal transportation, may stay parked or stored upon the premises unless housed completely in a garage (out-of-sight). A commercial vehicle is defined as a heavy duty truck or van having fixtures or equipment on them that indicates their commercial nature. An automobile or light duty passenger truck or van that has advertisement or markings upon it, is not considered to be a commercial vehicle, and is permitted to be parked within the community.

No inoperable vehicles of any type, or those with expired license plates shall be permitted to be brought or stored upon the condominium premises either temporarily or permanently. Non-emergency maintenance or repair of any vehicles on condominium property is expressly prohibited.

In certain instances and upon prior written request by a Co-owner, the Board may grant temporary (generally not more than 48 hours) approval for deviation from this regulation.

This commercial vehicle regulation does not apply to vehicles making deliveries to residents in the normal course of business.

### **Article VI-8 Vehicles upon the Premises – Parking**

Each condominium unit has assigned parking near its building for at least one vehicle, with some units having additional spaces due to special arrangements made in the past. There are approximately 90+ total unassigned parking spaces, in addition to the assigned garages and carports. Unassigned parking spaces, both carports and open spaces, are located throughout the complex on Harbor Pointe (in front and across from Buildings 2 & 3); on Harbor Oaks (in front and across from Buildings 1 & 4, and to the left of the fire hydrant, across from Harbor Cove); on Oak Hill (next to Bldg. 5); on Ashley Lane (in front of Buildings 7 & 8, and at the end of Ashley Lane, next to the fence). Based on the size of our complex relative to the total number of parking spaces, we do not have a parking shortage – but we do, unfortunately, have a *parking inconvenience*, in some instances. It appears that the original developer did us a disservice in how he located the buildings and parking areas, as well as how he assigned the spaces, and we

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really don't have any recourse or good remedy to the inconvenience it causes us today; this is especially true along Oak Hill. The problem is also complicated by a couple of other conditions – some residents choose to use their garages for storage and park their cars in unassigned spaces, some residents own more than one car and subsequently use several parking spaces, and some residents choose to park near buildings other than their own.

With regard to parking designated as Handicapped, it is at the discretion of the Board to grant such privileges. There are currently several such spaces for specific Co-owners, however if the unit changes ownership or that owner's needs change, then the parking privileges would be voided. Any Co-owner with a valid handicapped permit from the State of Michigan may make a request for special parking privileges.

All residents are expected to park in his/her designated parking space whenever feasible; additional vehicles belonging to any unit or to guests are expected to be parked in unassigned spaces as available. At no time is it permitted to park either parallel or perpendicular in front of garages on any street, as these areas are deemed common roadways. All vehicles must have current license plates, and belong to a current resident or guest. Both residents and guests are expected to adhere to all posted parking and driving regulations (for example, No Parking areas, speed limits, etc) and be considerate of neighboring units – by not parking in front of building entrances unless loading/unloading, not parking so as to obstruct other parking spaces (e.g. over the lines, or in front of garages or carports), not parking in front of dumpster areas, not parking along curbs or fences unless it is designated for parking, and not parking in front of fire hydrants (which is also covered by Waterford Twp. Regulations). Co-owners are ultimately responsible for the actions of their families and guests; residents or guests who disregard these regulations will be warned by letter if possible, and/or have a warning sticker placed on the vehicle, and be subject to towing at owner expense. Any resident who encounters problems with parking situations should report the incident to the property management company.

### **Article VI-9 Prohibition of Dangerous Items**

No Co-owner, resident, or guest shall use or permit the use of, any firearms, air rifles, B-B guns, bows & arrows, or other similar dangerous weapons anywhere on or about the premises. All flammable fluids (such as gasoline, naphtha, etc.) or any articles deemed to be extra-hazardous to life, limb or property are strictly prohibited. This applies to storage of such items in limited or general common elements, such as a unit's storage closet.

Due to potential fire hazard, "live" Christmas trees are not permitted within the community. Additionally, disposing of compostable material such as a Christmas tree in landfills is against Michigan law, and accordingly, they are not permitted to be discarded within the Harbor Oaks dumpsters.

### **Article VI-10 Signs**

No signs or other advertising devices that are visible from the exterior of a unit, including "For Sale" signs, are permitted without written permission from the Association. This includes decorative flags, windsocks, etc... However, Co-owners may display the American Flag (size limited to 3'x5'). "Temporary" signs for things such as social events, real estate/open house are permissible so long as the Co-owner removes them once the event is over.

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### **Article VI-11 Association Access to Units and/or Limited Common Elements**

It is the responsibility of each Co-owner to provide the Association means of access to his/her unit and any limited common elements attached during all periods of absence for the purpose of conducting emergency maintenance or repairs. An alternate contact phone number for the resident and/or another person who has a key to the unit must be provided to the Association. A Co-owner is liable for any necessary damage caused in gaining emergency access if such information is not on file. *Such an information form can be obtained from the Association's property management company.*

### **Article VI-12 Landscaping and Decoration of Common Elements**

No landscaping, planting, or other such decorative materials are permitted upon the common elements (e.g. landscaped areas around buildings, porches, entryways, driveways) unless the same is approved in writing by the Association prior to installation. If such modifications are approved, it will be the total responsibility of the Co-owner to maintain the area to the satisfaction of the Association. If the Association is, for any reason, required to maintain or remove such modifications, the Co-owner is liable for that expense. The Board is developing a long-term landscaping plan which will be the guide for what may/may not be allowed for Co-owners enhancements; your support in this area is very much appreciated.

### **Article VI-13 Unsightly Conditions**

Only furniture and equipment consistent with ordinary courtyard, deck/patio/balcony are permitted there during seasons when in use; an exception to this instance is storage of bikes 'in season' only on decks/patios/balconies; they should be removed to enclosed storage 'off-season'. Garage doors are to be kept closed whenever not in use, and carports are not to be used for storage. Draperies, blinds, or other window treatments are to have an off-white (neutral) backing. If you have carpet installed, you (and your contractor) are responsible for proper disposal and clean-up of all carpet debris; old carpet and pad should be cut into small pieces that will fit in the dumpsters, and all scraps should be removed from entrances and hallways. Typical doormats in front of unit doors are permissible, however they should be a neutral color/design (that corresponds with the hallway carpeting in Buildings 1-6); carpeting on balconies or patios should also be neutral color/design of a type specific to outdoor weather conditions. Use of grills or heat generating appliances on balconies are not permitted, according to the Waterford Township Fire Department; if used on patios/lower level, they must be located 15 feet away from the building when in use. Generally, no open fires of any kind are permitted on the premises other than outlined in Paragraph VI-11. Decks, balconies, and/or patios are not to be used for clothes drying, rug shaking, trash repositories, bike storage, etc. The trash dumpsters are only to be used for normal household trash, contained in closed (preferably plastic) bags; under no circumstances should any trash be placed on the ground, nor are the dumpsters to be used for construction debris or other non-residential type trash. Items such as cat litter or pet droppings should be double bagged; large items, such as equipment or furniture boxes, are to be broken down or cut into smaller pieces that will fit inside the dumpster; large items such as furniture or appliances require special handling and you should notify the property management company to make such arrangements.

### **Article VI-14 Co-owner Maintenance of Unit and Limited Common Elements**

Each Co-owner, and his/her family, guests, agents, is responsible to maintain his/her unit in a safe, clean, and sanitary condition, and use due care to avoid damaging any of the common elements including utilities (water, gas, etc.). The cost of any such damages, with the exception of that covered by the Association's insurance, will be assessed to the Co-owner. In such cases

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of coverage by Association insurance, the Co-owner will be responsible for reimbursing the Association for any deductible. Co-owners are generally responsible to report to the Association or its property management company (in writing) any condition of damage or common element that is in need of maintenance, repair, or replacement. Emergency maintenance is defined as a situation that presents a clear and immediate danger to individuals, or the Association property in general. When faced with an emergency, do what makes sense – contact local enforcement agencies or private contractors if needed; you can always work out the details later with your insurance company, the Association, etc. In all other situations, written requests are recommended so that both the Co-owner and the Association have a documented audit trail to verify work was both received and satisfactorily completed. Please refer to the Harbor Oak Condominium Responsibility Grid for related information. Forms to request maintenance of any common element areas can be obtained from the Association's property management company; all such requests, except emergencies, must be submitted in writing – fax or email alternatives are also acceptable.

### Article VI-15 Satellite Antenna Dish Installation

1. The satellite dish must be less than one (1) meter or thirty-nine (39) inches in diameter.
2. In consideration of the line of sight requirement to the satellite, the dish must be installed in the most preferable location to the Association. The order of most to least preferable location is:
  - on a ground-mounted post in the rear of the unit
  - on the porch in the rear of the unit
  - on a ground-mounted post on the side of the unit
  - on the brick on the side of the unit
  - on a ground-mounted post in front of the unitIf the dish will not successfully operate in any of the above locations, a written request, and diagram of the entire building showing the location of the dish in reference to the Unit for which it will provide service must be submitted to the Board of Directors for approval.
3. The Co-Owner whom the satellite dish provides service to, shall be responsible for the maintenance of the satellite dish and its associated hardware.
4. The Co-Owner whom the satellite dish provides service to, shall be responsible for all damages caused by the installation and maintenance of satellite dish and its associated hardware.
5. The satellite dish and its associated hardware must be removed from limited and/or general common elements upon severance of the service contract with satellite television provider.
6. The satellite dish and its associated hardware must be removed upon sale of the Unit, unless purchaser requests and receives approval from the Board of Directors.
7. Upon removal of the satellite dish and its associated hardware from the community, the Co-Owner whom the satellite dish provided service to is responsible for restoring all general and/or limited common elements affected by the installation of the satellite dish to their original condition, including but not limited to repairing any holes or other blemishes.

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### Article X Assessment of Fines

The violation of any of the provisions of the condominium documents by any Co-owner, resident or guest shall be grounds for assessment of monetary fines as outlined below. Co-owners have an opportunity to appear before and/or respond to the Board of Directors and offer an explanation no less than ten (10) days from the date of the written notice (to the Co-owner). Board meetings are usually the fourth Thursday (except on Federal Holidays, when the meetings are delayed) of the month at 6:30; you may also contact the property management company for that information. Failure to respond to the notice of violation within thirty (30) days constitutes a default. In the case of continuing violations, a new violation will be assessed each successive week during which the violation continues. Any such fines will be assessed against the Co-owner's regular account with the Association.

- |  |                               |
|--|-------------------------------|
| • First Notice of Violation                                | Warning Letter Only – No Fine |
| • Second Notice of Violation                               | \$25.00 Fine                  |
| • Third Notice of Violation                                | \$50.00 Fine                  |
| • Fourth Notice of Violation And All Subsequent Violations | \$100.00 Fine                 |

Non-payment of fines, or any assessments that are in arrears, can result in serious repercussions against a Co-owner; non-payment of fines or monthly assessments is *not* a legal alternative for handling grievances. Also, when selling a unit, it is necessary to request from the Association various mortgage related documents, including a letter from the Association confirming that all monies owed have been paid.

**Grievances** If you have a grievance with the Association, whether it's regarding assessments or any other issues, the proper procedure is to advise us in writing (electronic communication is acceptable) of the details, to which we will respond in writing; you also have the option of appearing before the Board to further explain or resolve your situation. Because the Board is extremely busy with a very aggressive agenda each month, it is asked that residents follow this process – please do not bring a new issue to a regular Board meeting and expect in-depth discussion or an immediate resolution that same night. If you are not satisfied with the quality or timeliness of a service, please advise the property manager as soon as possible – do not subject yourself to additional aggravation or wait until it's too late to remedy the situation. Of course, we understand that there may be extenuating circumstances or issues of a critical nature when it would make sense to present the issue in person or via a phone call; however, regular type maintenance requests are best handled through written procedures. Please refer to Article VI-14 for related information.

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**ADDENDUM TO LEASE  
HARBOR OAKS CONDOMINIUM ASSOCIATION  
BETWEEN \_\_\_\_\_ (LANDLORD)  
AND \_\_\_\_\_ (TENANT)  
Regarding \_\_\_\_\_, Waterford, MI 48329  
DATED: \_\_\_\_\_, 20\_\_**

The following provisions shall be incorporated into the above referenced Lease as fully as if set forth therein, and shall control over any contrary provisions in the Lease:

1. Use of the Premises. The leased premises consist of a condominium unit in the Harbor Oaks Condominium Association, which shall be used in accordance with the restrictions and limitations of the relevant Condominium Documents as provided more specifically in the Association Rules and Regulations, and in Article 6, Section 2 of the Bylaws, hereof – all of which documents have been provided by the Landlord to the Tenant, and are acknowledged by the Tenant.

2. Compliance with Condominium Documents. Tenant's right to use and occupy the Premises shall be subject and subordinate in all respects to the provisions of the Amended and Restated Master Deed and Condominium Bylaws (and any other document referred to in the Amended and Restated Master Deed or Bylaws which affects the rights and obligations of a co-owner) of Harbor Oaks Condominium Association ("Condominium Documents") and to such other rules and regulations as the Board of Directors of the Harbor Oaks Association may from time to time promulgate ("Rules and Regulations"), including those attached to the original lease. Failure by Tenant or any person on the Premises of Harbor Oaks Association as a result of Tenant's occupancy to comply with the provisions of the Condominium Documents or the Rules and Regulations shall constitute a material breach of this Lease. Tenant shall indemnify Landlord and the Harbor Oaks Association against and hold them harmless from any damages, direct or indirect, incurred by Landlord as a result of the noncompliance by any of the aforesaid persons with the provisions of the Condominium Documents, Rules and Regulations, or any covenant of this Lease.

3. Assignment and Subletting. Tenant shall not assign this Lease in whole or in part or sublet all or any portion of the Premises.

4. Inspection. Harbor Oaks Condominiums or their agents shall have the right to enter the Premises at any reasonable time and upon any reasonable notice for the purpose of inspecting the Premises, or for the purpose of making necessary repairs. In the event of an emergency, Harbor Oaks Condominiums or their agents shall be permitted to enter the Premises without notice for any purpose reasonably connected with the emergency.

5. Indemnification. Neither Landlord nor the Harbor Oaks Association shall be liable for any damage or injury occurring on or about the Premises to Tenant, his family members, guests or invitees, or to any personal property whatsoever that may be on the Premises, except in the case of their failure to perform, or negligent performance of, a duty imposed by law. Tenant hereby agrees to protect, indemnify and hold Landlord and the Harbor Oaks Association harmless from and against any and all loss, costs,

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expense, damage or liability arising out of any accident or other occurrence on the Premises or any part thereof, or in any common area, causing injury to any person or property whomsoever or whatsoever, no matter how caused, except in the case of Landlord's or the Paramount Association's failure to perform, or negligent performance of, a duty imposed by law.

6. Pets. Tenant shall keep no domestic or other animals on or about the leased premises without the written consent of Lessor and the Condominium Association.

7. Lease Term. The initial lease term shall not be for less than one (1) year.

8. Assessment Arrearage. If Landlord should be in arrears to the Harbor Oaks Condominium Association for assessments, the Harbor Oaks Condominium Association may give written notice of the arrearage to Tenant, and Tenant, after receiving the notice, shall deduct from rental payments due Landlord the arrearage set forth in the notice, together with future assessments as they fall due, and pay them to the Association. Any such deduction shall not constitute a breach of this Lease by Tenant.

In witness whereof the parties have executed this Addendum this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_.

LANDLORD(S)

TENANT(S)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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### Harbor Oaks Condominium Lakefront Peninsula and Boat Dock Rules and Regulations

*The following rules and regulations summarize, support and enhance the general regulations described in the Association Bylaws, and Rules & Regulations main document. Further, all residents and guests of Harbor Oaks are expected to know and follow any local or state ordinances regarding Eagle Lake, on which our condominium fronts. Any deviation to this policy would require written permission from the Board; the easement rights with Harbor Cove residents are also subject to the regulations outlined in this document. At the discretion of the Board of Directors, failure to abide by these rules and regulations will result in the forfeiture of boating privileges without refund of any usage fees. As with other rule infractions, if and when such action becomes necessary, you will be notified in writing, if possible, and you may incur additional punitive assessments as appropriate, including having your boat removed at your expense.*

1. The Harbor Oaks lakefront peninsula on Eagle Lake includes a small boat dock. The area is suitable for small gatherings and small watercraft, and includes a couple of picnic tables and swing; fishing is permissible with the understanding that we support the local *Catch and Release Program* along with the other residential groups that share the lake. Our Association also supports and contributes financially to lake maintenance programs with those other residential groups as appropriate. The use of this area and its facilities extends to both our Harbor Oaks residents and our Harbor Cove neighbors, although Harbor Cove is limited to walking access (no boating privileges are included). *All residents and guests are expected to use this area with reasonable care, following all posted regulations, including taking their trash with them when they leave the area, keeping noise to a minimum, and not conducting any activities that may be harmful to individuals or destructive to property. Use of the peninsula facilities is limited to 6:00 a.m. and 11:00 p.m.* Personal risk and liability associated with use of the lakefront and dock facilities is borne by residents and their guests; you are expected to be insured for both personal liability and property damage if you are a boat owner. No modifications of any kind (e.g. weed removal, equipment attachments, etc) to the lakefront peninsula or any waterfront area are permitted without permission of the Association's Board.
2. Upon application to, and written approval of the Board of Directors and compliance with these rules, Co-Owners of Harbor Oaks Condominiums shall be entitled to launch boats from the Peninsula, and to utilize the pathway for the purpose of conveying boats to the water's edge. Authorized boats shall be limited to paddleboats and rowboats not exceeding 12 feet in length. **All authorized boats shall be identified with the Co-Owners address or Unit Number displayed in numbers not less than 3 inches in height, and shall be stored when not in use.**
3. The number of boat spaces allowed is determined by available dock area, and further limited by the Association as needed. Currently the dock configuration does not include individual boat slips. Only one boat per unit is allowed; a waiting list will be used if space is not available at the time of your request.
4. For the purposes of boating privileges at Harbor Oaks Condominiums, the terms watercraft and boat include any and all recreational watercraft, including but not limited to paddle boats, motorized vehicles, sailboats, and personal motorized watercraft. However, no watercraft may exceed 12 ft. in length.

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5. Docks will be installed as early as possible (April-May) each season (weather permitting), and removed in October (weather permitting), by a contractor selected by the Association; no other docks or mooring facilities are permitted, nor are any additional hardware or attachments allowed without prior approval from the Board. Unapproved boats, or other equipment, will not be allowed in or on any waterfront areas attached to Harbor Oaks without permission from the Board.
6. An arrangement for launching and removal of boats is the full responsibility of the owner, since there are no launching facilities available at the peninsula. Under no circumstances are motorized vehicles with trailered boats allowed on the nature trail leading to the peninsula.
7. Personal liability and property liability to cover theft, damage, or injury are the full responsibility of any individual who uses the boat dock and/or peninsula area. It is recommended that you secure your boat with a chain and lock to discourage theft. Although swimming is allowed according to our legal condominium documents, no lifeguard is on duty, and you swim at your own risk; absolutely no diving is allowed.
8. Off-season storage of approved boats will be allowed on the peninsula, if feasible, in designated areas; however, owners assume all responsibility for damage, theft, etc. Boat owners will be notified of removal dates, and are expected to have their boats removed at that time and stored appropriately. If it is necessary for the Association to remove your boat, you will be charged accordingly, and may lose subsequent boating privileges in the future.
9. The picnic tables and swing are secured to permanent locations, and are not to be moved. *Any trash as a result of your use of the area is your responsibility to remove; please take appropriate steps when using the area.* No other items (e.g. coolers, lockers, hardware, etc.) are permitted to be stored either on the dock or at the peninsula.
10. A permit to use the fire pit must be requested and obtained, PRIOR to usage, from the management company during regular business hours Monday thru Friday, 9:00 AM to 5:00 PM.

## Maintenance Responsibility Chart

**A = Association Responsibility    C = Co-Owner Responsibility**

	Decorate	Maintain	Repair	Replace	Comment
<b>GROUNDS</b>					
Curbs	A	A	A	A	
Landscaping	A	A	A	A	
Lawn	A	A	A	A	
Lights/Bulbs	A	A	A	A	
Mailboxes	N/A	C	Postmaster	Postmaster	248-674-2278
Porch/Entrance	A	A	A	A	
Roads	A	A	A	A	
Rubbish Removal	A	A	A	A	
Shrubs	A	A	A	A	
Sprinkler System	A	A	A	A	
Storm Sewer	A	A	A	A	
Rubbish Enclosures	A	A	A	A	
Trees	A	A	A	A	
<b>BLDGC EXTERIOR</b>					
Air Conditioners	C	C	C	C	
Attic Ventilation	A	A	A	A	
Caulking	A	A	A	A	
Chimney	A	A	A	A	Includes Flue Cleaning
Carport Structure	A	A	A	A	Building 1 - 6 Only
Carport Enclosures	C	C	C	C	Building 1 - 6 Only
Carport Doors/Openers	C	C	C	C	
Doors Exterior - Common	A	A	A	A	
Drain Tile-Perimeter	A	A	A	A	
Electrical Outlets	A	A	A	A	Exterior & Common Hallway Only
Flashing	A	A	A	A	
Garage Structure	A	A	A	A	Building 7 & 8 Only
Garage Door	C	C	C	C	Building 7 & 8 Only
Garage Openers	C	C	C	C	
Gutter & Downspout	A	A	A	A	
House Number	A	A	A	A	
Intercom	A	A	A	A	
Patio/Balcony	C	C	C	C	
Photocells	A	A	A	A	
Porch Lights	A	A	A	A	
Roof	A	A	A	A	
Shutter & Trim	A	A	A	A	

## Maintenance Responsibility Chart

**A = Association Responsibility    C = Co-Owner Responsibility**

Siding	A	A	A	A	
Structural Alterations/Repairs	A	A	A	A	
Water Spigots	A	A	A	A	
Windows	C	C	A	A	
<b>UNIT INTERIOR</b>					
Air Conditioners	C	C	C	C	
Air Cleaners	C	C	C	C	
Alterations/Improvement	C	C	C	C	Structural changes require prior Board Approval
Antenna Outlets	C	C	C	C	
Appliances	C	C	C	C	
Bathtub/Shower	C	C	C	C	
Cabinets-Shelves	C	C	C	C	
Carpet	C	C	C	C	Common Hallways = A
Circuit Breakers	C	C	C	C	
Closet Doors	C	C	C	C	
Counter Tops	C	C	C	C	
Dishwasher	C	C	C	C	
Dishwashing Plumbing	C	C	C	C	
Doors - Common Hallway	A	A	A	A	
Doors - Interior	C	C	C	C	
Doors - Unit Entrance	A	A	A	A	
Drain Lines	C	C	C	C	
Drain Tiles	A	A	A	A	
Drywall	A	A	A	A	
Electrical Outlets	C	C	C	C	
Electrical Wiring-inside of walls	A	A	A	A	Up to Circuit Breaker
Fireplace	C	C	C	C	Flue Cleaning = A
Floors	C	C	C	C	
Furnace	C	C	C	C	
Furnace Filter	C	C	C	C	
Furnace/Thermostat	C	C	C	C	
Furnishings	C	C	C	C	
Garbage Disposal	C	C	C	C	
Gas Lines	A	A	A	A	Up to Fixture
Grout/Caulk	C	C	C	C	
Humidifier	C	C	C	C	
Light Fixtures	C	C	C	C	
Light Switches	C	C	C	C	

## Maintenance Responsibility Chart

**A = Association Responsibility    C = Co-Owner Responsibility**

Microwave	C	C	C	C	
Oven/Range/Stove	C	C	C	C	
Paint	C	C	C	C	
Plumbing Line	A	A	A	A	Up to Fixture
Plumbing Fixtures	C	C	C	C	
Screens	A	A	A	A	
Sewer Lines	A	A	A	A	
Shower & Tub	C	C	C	C	
Shower & Tub Fixtures	C	C	C	C	
Sink	C	C	C	C	
Sink Traps	C	C	C	C	
Tile & Trim	C	C	C	C	
Toilets	C	C	C	C	
TV/Cable Antenna Wiring	C	C	C	C	
Vent Covers - Heat	C	C	C	C	
Wall Supports	A	A	A	A	
Wallpaper	C	C	C	C	
Wall-Interior/Drywall	A	A	A	A	
Washing Machines	C	C	C	C	
Water-Shut-off Valves - Interior	C	C	C	C	
Water Heater	C	C	C	C	
Water Supply Lines	A	A	A	A	Up to Fixture
Wax Ring	C	C	C	C	