

OAKWOOD PARK CONDOMINIUM ASSOCIATION

Rules and Regulations

Reviewed, updated and revised: July 2024

This edition of the Oakwood Park Condominium Association Rules & Regulations replaces and supersedes any and all prior editions of Oakwood Park Condominium Association Rules & Regulations. The Master Deed and Bylaws supersede any inconsistencies with the rules & regulations. Should such inconsistencies exist, only the inconsistent portions will be rendered invalid, while the rest of the rules and regulations remain intact.

TABLE OF CONTENTS

1.00	Introduction	3	2.17	Weapon, Explosives & Drones Restrictions	16
1.01	Objective	3	2.18	Barbeque Grills	16
1.02	After Hours Emergencies	4	2.19	Alterations and Modifications	16
1.03	Board of Directors	5	2.20	Air Conditioner Alterations	19
1.04	Board Meetings	5	2.21	Co-Owner Maintenance	19
1.05	Annual Meeting	6	2.22	Entry, Storm, and Storage Doors	20
1.06	Rules and Regulations	6	2.23	Unit Windows and Door Walls	20
2.00	Right of Access of the Association	6	2.24	Smoke Detectors & Fire Extinguishers	21
2.01	Occupancy Restrictions	7	2.25	Satellite Dish & Antenna Rule	21
2.02	Leasing Requirements	7	3.00	Violation Enforcement	22
2.03	General Conduct/Activities	8	4.00	Contractor Usage	23
2.04	Pool Rules and Conduct	9	4.01	Association Contracted Services	23
2.05	Clubhouse Rules and Conduct	10	4.02	Co-Owner Insurance Requirements	25
2.06	Aesthetics	10	5.00	Repair Responsibilities	26
2.07	Exterior Furnishings	11	5.01	Property Damage by Co-Owner	27
2.08	Outdoor Lights	11	5.02	Routine Service or Repair Requests	27
2.09	Seasonal Decorations	11	5.03	Emergency Service or Repair Requests	28
2.10	Sprinkler System	11	5.04	Maintenance & Repair Responsibility Matrix	29
2.11	Landscaping Restrictions	12	6.00	Additional Information	29
2.12	Garage Sales And Estate Sales	12	6.01	Definition of Terms	29
2.13	Signs	12	6.02	Reserve Funds	30
2.14	Birds and Animals	13			
2.15	Pet Restrictions	13			
2.16	Vehicles, Parking, and Portable Storage	14			

1.00 INTRODUCTION

Welcome to the Oakwood Park Condominium Association

The Board of Directors and our fellow Co-owners wish your health, happiness, and prosperity in your new condo.

We are very proud of the quality of our condominium and will strive to maintain it at the highest possible level. When someone enters the Oakwood Park complex, we want him or her to sense that they are in a very special place.

This handbook gives you information about Oakwood Park and the rules necessary to keep it desirable. We hope you will familiarize yourself with it and abide by its contents.

With the cooperation of all, this plan will work to the benefit of all Co-owners.

About This Handbook

This Handbook will provide each Co-owner with a better understanding of its Association and a place to find answers to questions that affect each resident in the community. Use this Handbook as a convenient source of information about the duties and obligations of each Co-owner. It will assist you in following the necessary procedures to insure timely response to your concerns and desires. As you read through this handbook, questions are sure to arise and your Board of Directors invite your comments to improve this document.

About Oakwood Park

Oakwood Park is a residential non-profit Condominium Project located in Rochester Hills, Oakland County, Michigan, organized under the laws of the State of Michigan. We are administered by an Association of Co-owners through an elected Board of Directors. Our day to day affairs are managed by a professional management company.

Oakwood Park is comprised of 18 residential buildings, 164 condominium units, 1 club house and a community pool.

Each unit has a street address and unit number designation. Your unit number is shown in the Master Deed. **You should know your street address and unit number** and refer to them when making maintenance requests or inquires to your Association's Board of Directors.

All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any unit therein or the Common Elements are subject to the provisions and terms set forth in the Master Deed, By-Laws and rules.

1.01 OBJECTIVE

The objective of these rules and regulations is to foster an attractive appearance and a harmonious environment in the Oakwood Park community. A major benefit of this is to enhance our property values and assure the integrity of our investment. In order for the community to function properly, and achieve our overall goals, it is

necessary that the Board of Directors, the Co-owners, and the Management Company work together. However, these are our homes, and as a result, we each have a responsibility to do a little extra to ensure the overall wellbeing of the homes and our community.

Management Company

The Highlander Group Inc.,
2878 Orchard Lake Rd, 1st Floor
Keego Harbor MI 48320
Main phone :248-681-7883
Direct Dial: 248 -724-2207
Regular Hours: 9:00am–4:30pm

Oakwood Park Property Manager:
Angela Williams awilliams@highlandergroup.net

Oakwood Park Web Site Access: www.highlandergroup.net

After Hours Emergency: (248) 225-7191

Any forms discussed in these Rules & Regulations are available on the Oakwood Park Website or through The Highlander Group.

1.02 AFTER HOURS EMERGENCIES

The Association, through the Management Company, provides 24 hour emergency service. During normal business hours (9:00 AM through 4:30 PM, Monday through Friday) emergency calls are handled normally through the work order system/customer service department.

Between the hours of 4:30 PM and 9:00 AM emergency calls are handled through a separate function of the Management Company. To keep Management fees low, the costs for emergency calls are not included in the Association's monthly Management fee. As a result, the Association is charged an average of \$50 for each after hour's call that is put through to the emergency service that is not an emergency.

Only actual emergencies should be phoned into Management after hours. Such emergencies may include:

- Fire (only after 911 has been called)
- Major water leaks
- Gas leaks (only after 911 has been called)

- Major storm damage such as trees fallen into units,
- Break-ins and similar situations (only after 911 has been called)

In the event that an urgent situation arises involving utilities, such as power outages, interruptions in water service, etc., the local utility company should be contacted first. However, if such problems do not appear to be wide spread or are not being addressed by the utility company, then the Association should be contacted.

In the event that Co-owners contact the after hours emergency service to report non-emergency items, the Association reserves the right to charge back the reporting Co-owner for the costs incurred by the Association for the emergency call.

1.03 BOARD OF DIRECTORS

*Article X, Section 1 & 2, Page 25
and Article XI, Page 29*

The Oakwood Park Board of Directors currently consists of five volunteer co-owners. The Directors concurrently hold the four officer positions of President, Vice-President, Secretary and Treasurer. Each Condominium Unit is limited to one Director position.

Directors are elected at the annual meeting for two-year terms (the terms are staggered so either two or three Directors are elected yearly). Interim Board appointments that may be necessary from time to time would not be considered an elected term.

Since the Oakwood Park officer positions are essentially practical divisions of responsibility within the Board, the Directors annually assign the officer positions amongst themselves, per the Bylaws (Article XI, Section 2). Member vote count and/or Board seniority are not the determining factors for officer designations.

Interim vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association members will be filled at the Board's discretion by majority vote of the remaining Directors. Each person so elected will be a Director until a successor is elected at the next annual meeting of the Association. The elected successor(s) will complete the term of the vacating Director(s).

Your participation is needed. Please take an active interest in your Oakwood Park community. Attend the Annual Meetings and serve on committees and/or on the Board of Directors.

For a list of Board of Director duties, please refer to your By-Laws (in particular, Article X, Section 3 and Article XI).

1.04 BOARD MEETINGS

Article X, Section 8, Page 28

The Board of Directors holds monthly meetings if deemed necessary. The date, time and location of the monthly meetings will be determined by the Board of Directors at

each prior meeting. The first thirty (30) minutes of each meeting is intended to be used to hear Co-owner concerns. Co-owners who wish to address the Board on a topic, must notify the property manager in writing no later than three (3) days prior to the monthly meeting of their intention and describe the topic to be discussed, and the property manager will provide the meeting information. If less than 3 days notice is provided the topic may be heard at the meeting or placed on the next month's agenda at the Boards discretion. Changes to the monthly meeting date, time and location can be made at any time by a majority voteof the Board of Directors.

1.05 ANNUAL MEETINGS

Article IX, Section 3, Page 24

The Association's Annual Meeting is normally held in the second quarter (spring) of each year, andthe particular location will be included in the notice. Co-owners receive official notice by mail each year. If you are unable to attend the annual meeting, you may transfer your voting rights as stated in the Bylaws. Appropriate documentation (Designated Voting Representative and/or Proxy) should be provided to The Highlander Group prior to the meeting.

1.06 RULES AND REGULATIONS

Article VI, Section 11, Page 20

All Co-owners are encouraged to read this entire document and become familiar with the rules and regulations of the Oakwood Park Condominium Association.

Should a Co-owner or group of Co-owners feel that a change in these rules is required, said Co-owners are to contact the Association in writing and provide the following information: the rule they wish to be change, the new language for the rule, and the reason why the rule should be changed. The Board will then review this information and advise accordingly.

Should a group of co-owners feel that the rule is not in the best interest of the Association, the rule could be revoked. See Bylaws, Article VI, Section 10 for the procedure.

2.00 RIGHT OF ACCESS OF THE ASSOCIATION

Article VI, Section 12, Page 20

The Association, or its duly authorized agents, shall have access to each unit and any limited common elements from time to time during reasonable working hours once you are notified or as may be necessary for maintenance and, repair or replacement of any of the common elements, including the inspection of the smoke detectors, and plumbing fixtures.

The Association, or its duly authorized agents, shall also have access to each unit and any limited common elements at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or another home.

It is the Co-owners responsibility to provide the Association with a means of access to your unit and any limited common elements during all periods of your absence. In the event that you fail to provide means of access to your unit, the Association may gain access in such manner as may be reasonable and necessary under the circumstances and shall not be liable for any damage to your unit or any limited common elements caused thereby or for repair or replacement of any item, such as doors or windows, damaged in gaining access and any other costs incurred while gaining access to the unit.

2.01 OCCUPANCY RESTRICTIONS

Article VI, Section 1, Page 12

No unit in the Condominium shall be used for other than single family residential purposes as defined by the City of Rochester Hills zoning ordinances. No unit may be used for a commercial or business enterprise; provided, however, that this shall not be deemed to ban a co-owner from operating a home-based business which does not have any on-site employees other than Unit residents, does not produce odors, noises, or other effects noticeable outside of the unit, and does not involve the storage of bulk goods for resale, and does not violate local ordinances or disturb other residents. These restrictions do not prohibit a Co-owner from maintaining a personal professional library, keeping personal, professional or business records or handling personal business or professional telephone calls in that Co-owners unit.

2.02 LEASING REQUIREMENTS

Article VI, Section 2, Page 12

Owner must occupy unit for a minimum of 24 months after purchase before leasing.

Only ten (10%) percent of the total number of units may be leased at any one time, or sixteen (16) units.

Minimum lease term is one (1) year. No transient rentals are allowed, transient is defined as anyone occupying the unit for less than the minimum of one (1) year. Any one person or entity may not lease more than 1 unit at any given time.

When leasing a unit, the Co-owner must provide a copy of the lease agreement to the Board of Directors, in care of the Management Company at least 10 days prior to submitting the lease to the lessee. This is done to make sure that the provisions of the rules and regulations as well as the bylaws are complied within the lease. If changes are necessary, the Co-owner will be informed accordingly within 7 days. If no changes are necessary, the Co-owner can proceed without delay. Once the lease is completed, it must be provided to the Association, in care of the Management Company, and must contain all contact information for the Co- owner (including an offsite address) as well as all adult tenants. This is to ensure that the Association is able to contact the required party should administrative or maintenance issues arise.

Failure of the Co-owner to comply with these rules and regulations and provide the Association with a copy of the lease agreement and contact information may result in the assessment of legal fees (which may be \$300 or more) to the unit's association dues

account to cover the Association's legal cost in working to determine if a unit is leased and the identity of the unit's occupants.

Additionally, the Co-owner landlord must certify in writing, by completing the attached "Lease Addendum" form or through a similar written notice that they have provided their tenant with a copy of the rules & regulations, master deed, and bylaws. Failure to provide written confirmation of this may result in the assessment of a \$50.00 charge to the unit account should the Association be required to provide these documents.

Tenants or non-Co-owner occupants shall comply with all conditions of the Condominium Documents and all Leases and Rental Agreements shall so state. It is not the responsibility of the Association, Board of Directors, or the Management Company to police the activities of tenants. The Co-owner landlord of the unit is responsible for ensuring that their tenants abide by all rules, regulations and policies of the Association

A sample lease may be obtained on the Association website or contacting The Highlander Group.

If it is determined that a violation by tenants or non Co-owners has occurred, the Association will contact the Co-owner by mail of the alleged violations. The Co-owner has fifteen (15) days to investigate and correct the alleged breach. If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf an action for eviction of the tenant and collect money damages against the co-owner.

If a Co-owner becomes delinquent in paying their Association fees, the Association may give notice to the tenant of the arrearage and collect rental payments due the Co-owner until the arrearage and future assessments are paid.

2.03 GENERAL CONDUCT/ACTIVITIES

Article VI, Section 4, Page 16

No improper, unlawful, or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonable noisy activity be carried on in any Unit or on the Common Elements. The determination of what is an annoyance or nuisance to the community is the responsibility of the Board of Directors.

No activity shall be carried out on, in, or about the common elements, both limited and general, and no condition maintained by a member or resident of the Oakwood Park Community, either in his or her unit, which is detrimental to the appearance of the Condominium, or the Community or to increase the insurance coverage required by the Association.

Expressly prohibited include, but are not limited to: the use of firearms, air rifles, pellet guns, b-b guns, bows and arrows, illegal fireworks, or other similar dangerous weapons, projectiles or devices.

2.04 POOL RULES AND CONDUCT

- The pool is open from Memorial Day through Labor Day. Hours of operation are established by the Board of Directors and indicated in the Community Newsletter. The Board of Directors reserves the right to change dates and hours of operation as circumstances require.
- Residents/Co-owners must sign in before entering the pool area. Failure to sign in may result in pool privileges being revoked.
- There is NO lifeguard on duty. All persons shall use the pool at their own risk and agree to abide by the rules for the use of the pool and pool area.
- All non Co-owner guests using the pool area must be accompanied at all times by the Resident/Co-owner.
- NO glass containers, smoking or vaping is permitted in the pool area at any time.
- Persons having an infectious or communicable disease or possible infectious condition, such as a cold, skin eruption or open blister are not permitted in the Pool.
- Any person who is incontinent or not fully potty-trained must wear appropriate waterproof clothing, such as swim diapers or elasticized pants, when entering or being carried into the Pool.
- A cleansing with water and soap and a thorough rinse/shower before entering the pool enclosure is required. When leaving the pool area for any reason including the use of toilet facilities, you must rinse/shower before returning to the pool area.
- Bathing suits or swim suits must be worn in the pool and must be clean. No dirty clothing, loose clothing or street clothing of any kind may be worn in the pool. These restrictions are required by Michigan state law (MDEQRule 325.2192) for safety and hygiene purposes.
- NO spitting or any other polluting activity/behavior is allowed.
- NO running, jumping, diving or back flips, throwing of objects, or unruly behavior is allowed.
- NO large flotation devices are allowed, except approved swimming aids.
- Non-swimmers must always be accompanied by an adult swimmer of capable abilities.
- NO pets or other animals are allowed within the pool enclosure.
- Lounge chairs are available on a first-come, first serve basis and cannot be reserved for any individual who leaves the pool area.
- Glass, soap or other materials that may create hazardous conditions or interfere with the efficient operation of the pool, are not permitted inside the pool enclosure.
- Snacks and beverages in non-breakable containers are only allowed at tables provided.
- All persons are cautioned about using the pool after the consumption of alcoholic beverages, although the Association expressly disclaims any liability for such behavior.
- Radios are not permitted inside the pool enclosure or on the pool deck unless played at sound levels solely for the private pleasure of the listener. Headphones are suggested.
- No bicycles are to be parked around the pool area.
- When the pool gate is locked, the pool is not to be used.

2.05 CLUBHOUSE RULES AND CONDUCT

- The Fire Marshall has determined a maximum occupancy of 49 people in the clubhouse at any time, for any purpose.
- All guests must be accompanied at all times by the co-owner.
- The upper level may be reserved in advance for a private party or other function. This does not include use of the pool or sauna.
- Use during private parties or functions must be in accordance with Association bylaws including those for clubhouse use.
- The clubhouse premises must be vacated according to the contract.
- There is a charge for clubhouse reservations. This charge, and a deposit, is determined by the Board of Directors and held by the office of the Managing Agent. In the event of damage, or if the Association staff must clean up after the function or party, the deposit will be forfeited. Please see the Community Newsletter for Clubhouse Reservation Information.
- If the cost of cleanup or damage repair exceeds the deposit, the co-owner of the unit reserving the clubhouse will be assessed the additional amount.
- The service drive leading to the clubhouse from Stoney Brook is for deliveries only, not for parking for residents and their guests.
- Guest Parking is available across from 1603-1615 Stoney Brook.

2.06 AESTHETICS

Article VI, Section 6 & 7, Page 18

Each Co-owner must maintain his/her Unit and Limited-Common elements in a safe, clean and sanitary manner.

The Common Elements and Limited Common Elements must not be used for storage of supplies, materials, personal property or trash or refuse of any kind.

Sidewalks, yards, landscaped areas, driveways, roads, parking areas, decks, patios and porches must not be obstructed nor can they be used for purposes other than for which they are reasonably intended.

Littering of any type is prohibited.

No bicycles, strollers, chairs or other obstructions may be left unattended on or about the Common Elements.

Decorations and statues must adhere to community standards and not depict content that is offensive or inappropriate. Items that display violent, discriminatory, or explicit themes are prohibited. No such item may be used for advertising. The Board may require that an offending item be immediately removed. A maximum of one American flag is permitted.

Owners and residents may not display signs of any type, including but not limited to "For Sale" or "For Rent" signs, which are visible from the exterior of a Unit or on the Common Elements. Lawn signs of any type are not allowed.

Requests for variations from the published "Aesthetics" rules must be Board approved. Submit variation requests on a "Modification Request Form."

2.07 EXTERIOR FURNISHINGS

Article VI, Section 6 & 7, Page 18

Decks & Patios are not to be used for generalized winter or summer storage. Only furniture and equipment consistent with seasonal use is permitted.

- Trash storage on decks and patios is prohibited.
- Hanging of any item over railings, such as clothing, towels, rugs, etc., is not permitted.
- Nothing may be attached to a deck or siding that causes damage including carpet.
- The patio areas and front porch shall not have carpeting placed on it.

Any damage caused by furnishings, stored items or personal property will be the responsibility of the Co-owner.

Only furniture and equipment consistent with ordinary balcony, patio, porch, or storage areas use may be placed on these areas.

2.08 OUTDOOR LIGHTS

Article VI, Section 3(a), Page 15

Replacement of, or alterations to, exterior building or attached carport light fixtures and electrical receptacles are co-owner responsibility and also require an approved Modification Request.

2.09 SEASONAL DECORATIONS

Article VI, Section 13, Page 20

Decorations must meet the following criteria: (1) Maintain a neat and attractive appearance; (2) Not include more than five items per unit; and (3) Be removed within 15 days after the relevant holiday or event. In the event of a dispute, the Board will make the final decision as to whether the decorations are a nuisance based on these guidelines. Any damage to the common elements will be the sole responsibility of the Co-owner.

2.10 SPRINKLER SYSTEM

Article VI, Section 12, Page 20

The sprinkler system is intended for the irrigation of lawns, trees, and shrubs only. Tapping into the system or covering over any sprinkling heads for any reason is not allowed.

The sprinkler system has automatic controls at building 8 Unit 1648 & building 10 Unit 1586.

Those Units listed must allow access to these controls to the sprinkler company to turn on in the spring and winterize in the fall, and at any time necessary, with notice, that the vendor requires access.

Those unit Co-owners must furnish the Management Company with the name and telephone number of someone nearby who has a key to the Unit if they are unavailable.

Report any problems to the Management Company.

2.11 LANDSCAPING RESTRICTIONS

Article VI, Section 13, Page 20

Co-owners may not perform any landscaping (other than flowers), or plant/remove any trees or shrubs upon the common elements without the prior written approval of the Board of Directors. Any plantings must conform to the Association's landscape policies.

The Co-owner shall be responsible for the maintenance and weeding of any landscape they have ~~in~~ or plantings they have planted, including plantings by previous owners of the same unit, if that is the case. If maintenance is not performed adequately, the Association may perform the maintenance and charge-back the co-owner. The association is not responsible for any damage to flowers planted by the Co-owner. Any damage or repairs to the common landscaping elements surrounding a Co-owner's unit that is the result of planting and/or removing flowers is the responsibility of the Co-owner.

The Co-owner shall be liable for any damages to the Common Elements arising from the performance of such landscaping or the planting of such trees, shrubs, or flowers or the continued maintenance thereof whether or not the installation thereof has been approved hereunder.

2.12 GARAGE SALES AND ESTATE SALES

Article VI, Section 4, Page 16

Garage Sales may be designated by the Board of Directors as a community event. No other Garage Sales are permitted.

Estate sales are permitted. In the event an estate sale is required, the Association must be notified at least 24 hours prior to the sale. Directional signs may be used and must be removed upon conclusion of the sale. All parking regulations must be followed.

2.13 SIGNS

Article VI, Section 10, Page 20

No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or Common Elements, including "For Sale" signs, unless approved in writing by the Board of Directors. "Open House" signs are allowed during the time on the day of the open house only.

2.14 BIRDS AND ANIMALS

Article VI, Section 4, Page 16

The feeding of wildlife upon the common elements, limited or general is prohibited.

Because of the close proximity of the natural areas to the buildings and the closeness of each building to another, *feeding and the use of feeders of any kind* is prohibited as they attract other animals and vermin.

2.15 PET RESTRICTIONS

Article VI, Section 5, Page 16

No more than 2 household pets shall be kept, maintained, or allowed within any Unit. "Household pets" means dogs and cats. The term "animal" or "household pet" shall not include small animals, fish or birds that are constantly caged or in a tank. Reptiles and exotic pets (i.e., rare or unusual animals or animals generally thought of as wild and not typically kept as a household pet) are prohibited.

All animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions.

All animals, including dogs and cats, must be on a leash while on Common or Limited Common Elements.

The Board of Directors may require that Co-owners register their animals with the Association before the animal may be maintained on or within the Condominium.

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

Animals may not be left unattended at any time, or left on balconies. No doghouses or tethering of animals shall be permitted on the Common Elements, limited or general.

Co-owners are expected to immediately pick up after their pets anywhere on Common Grounds, Limited or Common.

Collected droppings must be properly discarded and may not be discarded in landscaping beds, under trees or in the woodland areas.

No dog whose barking can be heard on a frequent or persistent basis shall be kept in any unit or on the common elements.

Co-owners are expected to take such care to ensure that their animals are not allowed to play, dig, etc., in the flower bed / shrub areas. Repair of these areas due to damage by animals digging, etc., will be charged back to the unit owner.

The Association may remove or cause to be removed from the Condominium any animal which it determines to be in violation of the restrictions imposed by this Section.

2.16 VEHICLES, PARKING, AND PORTABLE STORAGE *Article VI, Section 8, Page 18*

Parking is generally one of the most contentious issues in condominium living. The necessity of enforcing parking policy is not only an indication of the lack of consideration for neighbors but a waste of administrative time and money that could be applied to more productive activities in the community. The reason for such a policy is to utilize scarce resources in a fair and equitable way to discourage the use of parking for other than its intended purpose. Misuse of guest parking by residents translates into unsightly and value-diminishing conditions. Therefore it is in the spirit of the combined interest of the community, not the self-interest of individuals that this policy has been developed. The philosophy of the policy has remained unchanged since the inception of the community. Adherence to and support by all Co-owners and their guests to this policy is an essential condition to living in harmony in the Oakwood Park Community.

No vehicles such as, but not limited to trailers, commercial vehicles, boats, boat trailers, jet skis, camping vehicles, camping trailers, motorcycles (unless used as sole means of transport, must have Board approval), all-terrain vehicles, all-terrain vehicle trailers, snowmobiles, or snowmobile trailers (collectively called "unauthorized recreational vehicles") may be parked or stored upon the premises of the Condominium. Portable storage such as, but not limited to PODS, SMARTBOX, UHAUL, etc. may be parked or stored on the premises of the Condominium. Temporary parking and the duration of the temporary parking must be approved in advance by the Board of Directors or its designated representative. In such cases for forty-eight (48) hours.

Nonoperational vehicles or vehicles with expired license plates shall not be parked on the Condominium without the Board's written approval. Nonemergency maintenance or repair of vehicles is not permitted on the Condominium without the Board's written approval.

Commercial vehicles shall not be parked in or about the Condominium unless making deliveries or pick-ups in the normal course of business. Commercial vehicles are defined as:

- Any vehicle used for commercial purposes with commercial markings or visibly equipped with carrying equipment.
- More than two (2) axles
- Gross vehicle weight in excess of 12,000 pounds, and excess of 21'
- Any vehicle with commercial plates or commercial advertising
- Any vehicle that cannot fit in the designated parking space

*Any commercial vehicle used as sole means of transport must be approved by the Board.

Co-owners having carports assigned to their units shall park their vehicles in such respective carports first. Any additional vehicles maintained by the Co-owners shall be parked in the guest areas or unassigned spaces. The Association reserves the right to assign additional parking spaces to individual units as the Board deems necessary.

Overflow parking, that is parking required in addition to your carport or driveway may utilize overflow parking areas. Guests may park in overflow parking areas. Co-owners are responsible for the conduct and compliance of their guests.

Neither you nor your guests may park so as to obstruct your neighbor's driveway access. Co-owners or their guests are not permitted to park in such a manner where they are blocking access to other driveways, and must allow enough space for emergency vehicles to pass through.

Washing of automobiles is permitted. No other vehicle maintenance shall be performed on the common elements, such as the carports or parking areas.

Gas powered vehicles may not be backed into carports on Stoney Brook and Charter Oak, or in parking spaces on Riverside that run along the front of the buildings. Carbon Monoxide can be drawn into the building through open windows or dryer vents and are a health and safety issue.

The established speed limit is 10 mph. Obvious illegal reckless driving may be reported to the police department. Such reporting should include, if possible, the license plate number of the offending vehicle, the unit address to which the vehicle belongs, a description of the driver, and date and time of the incident.

The parking of vehicles in designated fire lanes, or in front of fire hydrants is expressly prohibited and may be enforced by both the Association and the local police department.

Subject to Section 252k or Section 252l of the Michigan Vehicle Code (MCL §257.252k and MCL §257.252l), the Board may cause vehicles parked or stored in violation of this Section, or of any applicable Association rules and regulations, to be stickered and towed from the Condominium, and the cost of the removal may be assessed to, and collected from, the Co-owner responsible for the presence of the vehicle in the manner provided in Article II of these Amended and Restated Bylaws. The Co-owner shall be responsible for costs incurred in having a towing company respond, even if the vehicle is moved and properly parked before the towing contractor arrives at the Condominium. The Board may establish rules and regulations governing the parking and use of vehicles in the Condominium. Fines may also be applied to the Co-owner's account.

2.17 WEAPON, EXPLOSIVES, DRONES RESTRICTIONS *Article VI, Section 9, Page 20*

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, nor shall any Co-owner use or permit to be brought onto the Condominium any unusually volatile liquids or materials deemed to be hazardous to life, limb, or property.

The storage of explosives and gas tanks of any kind and size is strictly forbidden. It is recommended that you review the storage of flammable materials on a periodic basis, and at least annually to ensure that these materials are kept to an absolute minimum. The Co-owner is responsible to make special arrangements for the pickup and disposal of hazardous waste.

2.18 BARBEQUE GRILLS

Article VI, Section 4, Page 16

Only Electric barbeque grills are allowed on a balcony or deck. All residents must adhere to the National Fire Code and the City of Rochester Hills codes. NO GAS or CHARCOALS grills, smokers, torches, fire tables or fire pits are allowed in the community.

**2.19 ALTERATIONS AND MODIFICATIONS
& MODIFICATION PROCEDURE**

Article VI, Section 3, Page 15

To promote the continuing attractiveness of the Oakwood Park Condominiums and to facilitate the beneficial operation of the residential areas thereof, the Oakwood Park Condominium Association Board has adopted the following Modification Control Policy and Procedure.

Co-owners may not make alterations in exterior appearance or make structural modifications to their Unit or make changes in any of the Common or Limited Common Elements, without the express written approval of the Board of Directors. This includes, but is not limited to exterior painting and the erection of awnings, decks, lights, patios, railings, satellite dishes, mailboxes, windows, doors, door-walls, steps and storm doors. No modification may be made which in any way impairs sound conditioning provisions between Units.

The Board may not approve any modifications that are likely to impair the soundness, safety, utility, or appearance of the Condominium.

The Board reserves the right to use any authorities granted to it under the Master Deed and Condominium By-Laws as well as any other rights available to enforce these policies and related procedures.

Modification Request Procedure

Alteration and modification requests will be considered for approval only if submitted in accordance with this procedure.

The application for alterations/modifications must include:

1. A written and signed request on the Modification Request Form. Forms are available on the Oakwood Park website or provided by Highlander Group.
2. A description of the proposed alteration/modification naming the location, construction details and type of materials to be used. Specifications of Storm doors, windows, door-walls, light fixtures, mailboxes, etc., must be listed. Brochures or other sales literature should be included when available. Windows, door-walls, storm doors, & storage doors must meet the Association Specifications that may be obtained from the Board of Directors through Management.

All applications, forms requests, written correspondence and Co-owner questions must be directed to the Management Company, who will act as receiving agent for all alteration and modification problems, concerns, applications and correspondence.

After review, the Management Company will forward the request to the Board of Directors for final review and approval.

The requestor will receive design approval or denial, in writing, within thirty (30) days of receipt. However, failure of the Board to respond within this timeframe shall not be deemed approval of the request.

Work must not be started until the Board has given its written approval.

Any unit re-construction that affects the common elements or changes the structure (i.e. walls), must be approved in writing by the Board of Directors prior to any work beginning. See Article VI, Section 3 for further details.

The Co-owner or Contractor must obtain the necessary building permits from the applicable municipality offices. Co-owners may be asked to show permits and inspection approvals upon request.

The Board reserves the right to independently verify that proper permits were obtained by the Co-owner, and to request independent City of Rochester Hills inspection of the modification.

Alterations and modifications made by a Co-owner and/or contractor will be done without expense or liability to the Association.

If the Co-owner or contractor has any change orders, a written amendment to the request must be submitted to Management who will forward the

request to the Board. This applies regardless of any municipal permit amendments allowing the change. Any revisions must have Board approval.

The Board reserves the right to periodically inspect modifications and alterations for adequate construction and compliance with the approved specifications. If in the Board's opinion, adequate compliance has not been achieved they will request the same of Co-owner. If the Co-owner fails to comply in a reasonable and timely manner, the Board reserves the right to arrange for the needed modifications and charge Co-owner for any costs incurred.

Violation of this regulation can result in assessment of fines in accordance with the By-Laws.

Co-owners may not in any way restrict access to plumbing, water lines, water line valves, water meters or any other element that must be accessible to service.

Co-owner's Responsibilities

The requesting Co-owner is responsible to:

1. Construct approved alterations only within the Limited Common Elements and so that they do not impair the view, privacy and/or enjoyment of neighboring Units.
2. Locate all underground utility lines including the building's sump lines. The Co-owner is required to have the property "staked" for existing underground utility locations. Call "Miss Dig" at (800) 482-7171 at least 3 days prior to commencement of work.
3. Contact the Management Company seven days in advance of construction start date to request a review of the irrigation system in the modification area. The existing grade cannot be changed to result in impaired water drainage for the building or neighboring buildings.
4. Advise the Management Company when existing irrigation lines or sprinkler heads need to be moved.
5. Move sprinkler heads and lines.
6. Provide access to enable outside utility meters to be read.
7. Remove and dispose existing sod and landscape material, off-site. The Condominium grounds may not be used as a disposal site.
8. Debris removal and cleanup and landscape repair must be completed within seven days of the alteration/modification completion. All needed clean up, removal and repair must be complete before applying for approval.
9. Allow the Association to perform normal maintenance and repair work during and after the alteration/modification process,
10. Complete alterations/modifications once started in a timely manner.

Co-owners will be financially responsible for, but not limited to, the following and any legal cost incurred by the Association in relation to the construction:

1. Damage to theirs or neighboring Units, both interior and exterior, during and after construction;
2. Damage to landscaping, final building grades, fences, utilities, irrigation systems and drainage patterns, and building exteriors during construction;
3. Injury to themselves, members of the public and workmen;
4. The costs of moving or altering irrigation system lines or heads if conflicts arise due to changing the watering pattern caused by the modification, removal and/or relocation of any existing structures or landscaping, with said installations;
5. The subsequent removal of decks or landscaping, as required to allow access to the Association, municipality, or utility companies for the purpose of carrying on necessary repairs or maintenance;
6. Modifications to the finished construction to cause it to comply with the specifications initially approved by the Association.

A modification form containing the necessary Association information can be obtained on the Oakwood Park website or by contacting The Highlander Group. Other formats may be used; however the information contained therein is required to be provided.

2.20 AIR CONDITIONER ALTERATIONS

Article VI, Section 3, Page 15

It is the Co-owner's responsibility to maintain the exterior air conditioner unit. Whereas it is expected that the air conditioning unit may be damaged by the lawn crew, it is incumbent upon the Co-owner to take steps necessary to protect the air conditioning unit and wiring.

Replacements of air conditioners must be placed in the same foot print as the unit being replaced. The units on Riverside, the air conditioner unit must be replaced inside the storage unit as originally specified when the buildings were built.

2.21 CO-OWNER MAINTENANCE

Article VI, Section 14, Page 21

Co-owners must maintain their unit and any limited common elements such as balconies, patios, and front porch areas for which they have maintenance responsibilities in a safe, clean and sanitary condition. If professional cleaners are required, charges will be administered to the Co-owner.

Co-owners must use such care to avoid damaging any of the common elements, including utility distribution such as TV, telephone service, water, gas, plumbing, electricity or other utility conduits and systems.

Co-owners are responsible for damages or costs to the Association resulting from damage to any of the common elements, by residents, family members, guests, agents, pets, etc., unless such damages or costs are covered by insurance carried by the Association or the Co-owner, subject to Co-owners reimbursing the Association for any deductibles.

Any unit that is unoccupied for more than 24 hours between October 1st and March 31st must have been winterized. The water needs to be turned off at the unit water main; the heat needs to be set no lower than 60 degrees and the gas and electricity needs to remain turned on.

2.22 ENTRY DOORS, STORM DOORS AND STORAGE DOORS

Nothing is to be nailed, screwed, or fastened to the doors or through the building siding, or into any exterior structure, as to cause damage, unless approved by the board of directors. Co-owners are financially responsible for repairing any damage upon request of the Board. At their discretion, the Board may hire the repairs from a licensed and insured contractor, the cost of which will be charged to the Co-owner.

Storm/screen doors are highly recommended so that the front door does not get overheated or the locks freeze. Storm/screen doors may be installed upon request and written approval from the Board of Directors.

The approved storm door is full or half glass and may not contain grilles, or insignias. The color is to be black or dark brown with brass hardware. Doors may be obtained from various manufacturers and installers; however a Modification Request Form and Board approval is required prior to installation.

Replacement of the unit front door and storage door/doors is the responsibility of the co-owner of that unit. The doors must be a steel flat panel. A modification request is required.

Paint product for the Front Entry Doors is Benjamin Moore Glow 100% Acrylic soft gloss, Raspberry Truffle 2080-10.

Storage Doors must be 30"x 80" Steel Flat Panel. Paint product for door is (Pittsburgh Paint) PPG Acri Shield 1097-3 Toasted Almond in Eggshell Finish; paint product for trim is PPG Acri-Shield 1021-4 Diversion in Eggshell finish. These are the only products to be used on the door and trim.

2.23 UNIT WINDOWS AND DOOR WALLS

Replacement of door walls and windows is the responsibility of the co-owner of the unit. The Window Replacement Alteration/Modification form may be obtained on the Oakwood Park website or by contacting The Highlander Group. Include manufacturer specifications, brochures or literature of the exact windows you plan to install along with the completed form. Written approval is required prior to installation from the Board of Directors.

Replacements must conform to the following specifications:

- Window and patio door design to be horizontal slider type.
- Exterior frame surfaces shall be beige, tan or almond color.
- Window frames shall be vinyl, fiberglass, or Fibrex construction. Alternate framing materials must be approved by the Association.
- Replacement of the side light by front door must be full glass, no inset framing.

All window treatments visible from the exterior of the unit shall be neutral in color. Replacement of any pre-existing colored blinds, drapes, curtains, shutters, etc., must comply with these restrictions.

2.24 SMOKE DETECTORS AND FIRE EXTINGUISHERS *Article VI, Section 14, Page 21*

Given the nature of condominium living, fire is an extremely high concern. In a normal residential setting, the concerns of a fire are generally limited to a single residence, and not an entire community. However, whereas the Association is comprised of a number of buildings, containing multiple units, the effects of fire on one unit, often spread to adjoining unit, creating a hazard for multiple residents. Of course, any fire, either in a single family home, or a condominium is equally important, however, the overall devastation in a condominium is often greater.

For this reason, the Association requires Co-owner's to test their smoke detectors at least twice per year. It is highly recommended that owners maintain one or more multi-purpose fire extinguishers in their unit.

The Association maintains insurance coverage on the common elements, limited and general, as required by the bylaws, master deed, and Michigan Condo Act. Co-owners are required to obtain their own HO6 condominium insurance coverage with loss assessment coverage for \$10,000, and for items for which they are responsible.

Failure of the Co-owner to take the necessary steps to prevent fire damage, or their failure to obtain adequate insurance coverage does not transfer such responsibilities to the Association.

2.25 SATELLITE DISH & ANTENNA RULE

Article VI, Section 3(D), Page 16

1. Location and Installation:

- Antennas and/or masts that support an antenna of any type and size allowed by the FCC's Over-the-Air Reception Devices Rule may be installed with the following limitations:
- Antennas must be installed solely within the owner's unit or exclusive-use area (limited common element – patio/deck area).
- Antennas must not encroach upon any common elements, any other owner's individual unit or Limited Common Element, or the airspace of another owner's Limited Common Element.
- Antennas shall be located in the Patio Area, shielded from view from the street, outside the community, or from other units to the maximum extent possible. However, this rule does not require installation in a Limited Common Element where an acceptable quality signal cannot be received.

2. Masts:

- Masts may be no higher than necessary to receive an acceptable signal and may not extend more than twelve (12) feet above the roofline.

3. Installation Integrity:

- All installations must be completed without materially damaging the General Common Elements, Limited Common Elements, or individual units, or voiding any warranties of the condominium association or other owners. Installations should not impair the integrity of an Association structure.

- No installation into any building roof or siding is allowed.
- There shall be no penetrations of the exterior, General Common Elements, or exclusive-use areas of the building. Owners must use the following devices unless they prevent an acceptable quality signal or unreasonably increase the cost of installation, maintenance, or use:
 - Devices that permit the transmission of telecommunications signals through glass panes without cutting or drilling a hole through the glass.
 - Devices such as ribbon cables that permit the transmission of telecommunications signals into a residence through a window or door without penetrating the wall or door.
 - Existing wiring for transmitting telecommunications and cable service signals.

4. Responsibility and Removal:

- Owners who install or maintain antennas are responsible for all associated costs of installation, removal, and maintenance. Devices must be removed if the co-owner is moving.

3.00 VIOLATION ENFORCEMENT

Article XVI, Page 33

The violation by any Co-owner, occupant or guest of any provision of the Condominium Documents including any adopted rules and regulations shall be grounds for assessment by the Association, acting through its Board of Directors, of monetary fines against the involved Co-owner. The Co-owner shall be deemed responsible for the violation whether it occurs as a result of their personal actions or the actions of their family, guests, tenants or any other person admitted through the Co-owner to the Condominium.

Prior to imposing any fine, the Board will adhere to the following procedures:

- 1) A notice will be sent to the Co-owner with a description of the violation, the language the specific violation violates, the corrective measure to be taken, and an explanation of the follow up procedures.
- 2) 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. Except as the Board otherwise determines, the hearing before the Board shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than 7 days from the date of the notice. Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or if the Co-owner fails to appear at the scheduled hearing, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.
- 3) A violation notice will be sent out each time a violation is noted. Each notice will indicate the status of enforcement, i.e. a warning, the second notice, third notice and so on. The amount of the fines assessed, if any, will also be listed.
- 4) A violation will be considered repeat if a second violation of the same provision(s) occurs within 12 months of the previous violation notice.
- 5) The fine process is as follows: 1st violation is a warning with no fine unless the Board determines the nature of the violation is best deterred if a fine is imposed,

2nd violation will receive a \$50.00 fine, and 3rd violation will receive a \$75.00 fine and the 4th (and all subsequent violations) will receive a \$150.00 fine.

- 6) In the event that a violation negatively impacts the common elements, both limited and general, the Association has the right to have the violation corrected (with 30 day written notice to the Co-owner) and have the costs of such correction charged back to the unit owner in violation along with a fine of \$50.00.
- 7) If the 4th violation notice has been sent out along and the \$150.00 fine assessed, and the Co-owner continues to refuse to comply with the governing documents, and/or the rules and regulation, the Association may turn the matter over to the Association's attorney for continued follow-up and enforcement. Any legal fees incurred by the Association may be charged back to the offending Co-owner.

4.00 CONTRACTOR USAGE

Co-owners are prohibited from hiring their own contractors to perform work on items for which the Association is responsible. In certain circumstances at the Board's discretion, the Association may reimburse Co-owners who do end up hiring their own contractors, however, reimbursement requests must be made in writing and clearly explain the reason for hiring the contractor and the reason why the Co-owner feels reimbursement is warranted. By way of example and without limitation, it should be explained what efforts were made to request the Association perform the work or why prior notice to the Association could not reasonably be provided. The Association is under no obligation, at any time, to reimburse the Co-owner for any work that the Association did not authorize.

In cases where a Co-owner is unsure if a maintenance item is the responsibility of the Co-owner or the Association, please review the Master Deed. If there is still uncertainty, the Co-owner must contact the Management Company for further direction.

Although such situations are rare, in the event that the Association ends up repairing an item for which the Co-owner is responsible, regardless of the circumstances, the Association has the right to charge back the Co-owner of the unit where the repairs were made for any costs incurred.

4.01 ASSOCIATION CONTRACTED SERVICES

Insect Control

The Condominium Association is responsible for insect and critter control on the exterior Limited Common areas. A work order should be submitted for outside insect or critter control. For inside of unit or storage areas, Co-owners are responsible to call their pest control vendor for service, when the situation demands.

Co-owners should never attempt to remove an insect nest themselves, but should contact pest control immediately to have them treat the nest.

Lawn Care

The Condominium Association is responsible for having the lawn cut and sprayed for weed control.

An Independent contractor will do the grass cutting and trimming once a week. Please be sure to pick up items that may interfere with the cutting or trimming. Although the lawn care company will clean up or blow debris away from the buildings, it is co-owner responsibility to keep your areas tidy from the occasional leaves, grass clippings, and dirt.

An independent contractor will apply chemical fertilizer and weed-killer on a periodic basis. The chemical spraying company will post signs as required by the state throughout the complex after they have sprayed the lawn. The chemicals used are not supposed to be harmful to children or pets. To be on the safe side, try to stay off the lawn for at least two hours after spraying. Avoid watering after spraying until the next day.

Snow Removal

Snow removal, cleaning, and deicing will commence per the contracted service agreement.

The Contractor will first clear the main roads in the complex with snowplows. He will then clear the driveways, sidewalks and porches with tractors, snow blowers and/or hand-shovels. In the event of heavy snow falls (those over 6 inches) snow removal services will require additional time to complete. Residents are responsible for maintenance of porches. Any ice melt provided by the Association is a courtesy and the Association expressly disclaims any liability or responsibility for snow or ice removal from porches.

Roof Shingle Heaters (or "Heat Tapes") are not permitted.

Trash Removal

Co-owners must comply with the requirements of the Trash Removal Company for rubbish removal. The contractor may be contacted at any time, by any resident for additional information on rubbish services.

Rubbish is not to be stored outside the Unit between pick up days. Rubbish should be placed at the curb, as late as possible on the night before the collection day or on the collection day by 6:30 A.M. There may be occasions when it is necessary for the Board to insist that garbage not be put out until the morning of collection. Such would be the case in summer, if there has been an animal or rodent problem.

Rubbish must be bagged in plastic bags or other approved containers. It must be sealed to prevent the refuse from spilling out and blowing around the complex. It must be anchored down in windy weather. Special care must be taken to prevent recycled items from blowing around the Condominium grounds. Trash Corral areas must be kept clean and all items put in containers to help prevent rodent issues.

The responsible Co-owner must promptly collect rubbish items that have blown onto a General or Limited Common area and to clean up any uncollected or stray rubbish on the driveway and/or street after rubbish collection has been completed.

Empty rubbish containers and any items not collected must be promptly returned to carport storage after the Trash Removal Company is finished collecting rubbish in the Association for the week.

If a Co-owner puts rubbish out for pick up and will be away on the pick-up day, they must make arrangements to have their empty or uncollected containers removed from the front and stored behind the refuse wall of the unit.

Additional charges made by the Trash Removal Company for non-standard collections, such as large appliances, are the responsibility of the Co-owner.

Rochester Hills schedules "hazardous material" drop off dates during the year. Call the City offices for dates and times.

4.02 CO-OWNER INSURANCE REQUIREMENTS

Article VI, Page 7

Unit owners must provide the following HO6 or equivalent coverage according to the 2024 Amended by-laws of the association:

-Personal Property (we recommend replacement cost coverage) all risk insurance coverage for (a) the interior of Unit including, without limitation, all light fixtures, plumbing fixtures, cabinets, countertops, equipment, trim, floor coverings, wall coverings, window shades, drapes, and all appliances, whether free-standing or built-in

-Additional living expense coverage

-Personal liability and property damage for occurrences within a Unit or upon Limited Common Elements for which the Co-owner is assigned responsibility under Article IV of the Amended and Restated Master Deed

-Improvements and betterments coverage (The association's policy will replace damage to your unit STANDARD i.e. BUILDERS GRADE, any upgrades purchased need to be covered under the UNIT OWNERS POLICY)

-Scheduled Items (or valuables) (optional, although the Association has no responsibility to insure these items)

The Association Insurance Company Recommendations:

-Insure personal property and improvements and betterments under "special form" vs. "named peril". "Special form" policy is MUCH broader.

-Include dwelling / loss assessment coverage for at least \$10,000- this covers the Association Deductible

-Add endorsement to your policy that includes backing up of sewers and drains and sump pump failure. *(This would apply to Stoney Brook, Charter Oak, and lower level Riverside Units.)*

-Remember, if anything happens in your basement it is your responsibility to repair and replace any basement finishes, including drywall and paneling.

The Association, at the discretion of the Board, may require that each co- owner provide the Association evidence of such insurance.

If you have not done so already, each Co-owner must review Article IV of the 2024 Amended and Restated Condominium Bylaws with their insurance advisor to determine the amount of insurance Necessary to address the Co-owner's specific needs and circumstances, and each Co-owner must then revise their insurance coverage accordingly.

5.00 REPAIR RESPONSIBILITIES

Article V, Section 3, Page 9

Performance of the maintenance, repair and replacement for the Association is the responsibility of the Board of Directors and has been delegated to the Management Company.

Association Responsibilities

Article V, Section 5, Page 18

In general, the Condominium Association is responsible for maintenance, repair and replacement of all General Common Elements and some Limited Common Elements.

- The priority, timing, method, financing, degree, and type of maintenance, repair, and replacement for the Association is up to the reasonable discretion of the Board of Directors. The costs are ultimately assessed to all Co-owners through assessments.
- The Association is responsible for repairing the actual damage, but not for removing or replacing any items the owner or previous owner has installed on his or her own.

Example: A leak in a basement wall that is paneled. The Association would pay for repairing the actual leak while the owner would pay for removing the necessary paneling, framing and related material and replacing same upon completion of repairs.

In the event of a leak or other similar issue that causes obvious damage to the interior drywall of the unit, the Association will repair the interior drywall damaged by the leak or other issue and will prime the repaired area. No painting, wallpapering, etc., will be paid for or completed by the Association.

Co-Owner Responsibilities

Article V, Section 2, Page 9

In general, Co-owners are responsible for maintenance, repair and replacement of some Limited Common Elements and most items inside the Unit. Usually the Co-owner's Condominium Owners Insurance policy will pay for the repairs or replacement.

- If the responsible Co-owner(s) fails to perform needed repairs or replacements to a General Common or Limited Common area in a timely and goodquality manner, the Board may, at its discretion, arrange for the needed replacement or repair and bill the Co-owner for all associated costs.

A co-owner shall bear responsibility for all uninsured or underinsured costs which may be incurred to the Association as a result of its obligations to repair or reconstruct any damage or deterioration caused to the co-owners unit, another unit, any limited common elements or the general common elements resulting from the malfunction of any appliance, equipment or fixture located within or serving the co-owners unit, including plumbing leaks or overflows, or by any failure of the Co-owner to take appropriate preventive action, including, without limitation furnaces, humidifiers, hot water heaters, air conditioner, washers, dryers and ice makers.

Consult the By-Laws for more detailed information.

5.01 PROPERTY DAMAGE BY CO-OWNER

Article V, Section 4, Page 10

Co-owners are responsible for maintenance, repair, and replacement of any and all items that are damaged by themselves, guests, and or invitees regardless of normal maintenance responsibility.

Property damage will be generally categorized to include, but not limited to the following: Destruction of building exteriors, common areas, fences, streets, sidewalks, and general landscaping, including trees, shrubs, utilities, mailboxes, and the general defacement of all other property located on the complex.

When an act of property damage is observed, a complaining resident should try to secure one or more witnesses to the action. A letter describing the incident, date, damage caused, and the name of the perpetrator, if known, or the license number of a vehicle or other means of description, should be sent to the Management Company. The witness(s) should countersign the letter.

Violators will be held responsible and properly assessed for the actual costs for the replacement and/or repair of damaged property. Full repayment of the assessment is due to the Association within thirty days (30) of such notice unless the Board agrees to other financial arrangements.

5.02 ROUTINE SERVICE OR REPAIR REQUESTS

All non-emergency requests for service or repair of General Common elements may be made utilizing the contact information in 1.01 of this document: in writing utilizing the Work Order Request form; phoned, or emailed to Customer Service; or placed through the website.

Upon receipt, the request will be entered into the Management Company's Work Order System and assigned to a contractor or to the Board for review and direction.

- If access to your Unit is necessary the staff or contractor will contact you to make arrangements for the work to be completed.
- If Unit access is not necessary, the work will be completed and you will be informed, either by email or phone call.
- Please make sure your contact information is on file with the Management company.

If the service or repair is not done within a reasonable length of time (allow at least ten working days), follow up with a telephone call to the Management company and be prepared to give the Work Order letters and number in the top right hand corner of your copy of the Work Order.

If after a follow up call has been placed and a response or repair has not been conducted within a reasonable length of time, the Board of Directors needs to be notified in writing of the issue and provided with the details of the nature of the request, the dates it was reported, the dates of the follow up call, and the names of anyone that was spoken to about the matter. This information should be forwarded to the Board, care of the Management Company, for review at the next Board meeting.

5.03 EMERGENCY SERVICE OR REPAIR REQUESTS

Emergency requests are situations that endanger life or property. Examples might include a crime in process, fire, floods, burst pipes, and serious roof leaks.

WHEN DEALING WITH FIRE OR POLICE MATTERS, CALL 911 FIRST!

If you call the Management Company during regular business hours, tell the receptionist that you are from Oakwood Park and you will be directed to the appropriate party.

For emergency calls after regular business hours, call the Management Company's after-hours emergency number. You will hear a message with instructions on how to reach their emergency specialist.

- Give them the nature of your emergency, your condominium name and your address and phone number.
- The Management Company will then contact one of their on-call maintenance staff who will in-turn contact you to provide assistance. In some cases they will also advise an on-site Board member of the situation.
- You should receive a call regarding assistance within fifteen minutes of your call to the Management Company.
- If the Board of Directors determines that the situation was not an emergency,

the co-owner may be charged the emergency charges.

5.04 MAINTENANCE & REPAIR RESPONSIBILITY MATRIX

Please use the enclosed matrix as a quick reference in the determination of responsibility for various maintenance items. This matrix serves as a guideline only. If any item is in conflict with the Master Deed or By-Laws, the recorded documents will prevail.

6.00 ADDITIONAL INFORMATION

The information contained within this document is provided to help offer a more detailed explanation of the Association's governing documents. Any inconsistencies in this document are superseded by the Association's governing documents, Michigan Condominium Act, FCC Regulations, local, State and Federal law.

For additional information, questions, comments or concerns, please contact the Management Company.

6.01 DEFINITION OF TERMS

All terms used herein shall have the same meaning as set forth in the Master Deed Booklet.

- Assessment (Operating) - Proportionate share of budgeted annual cost which is paid as a monthly charge to maintain the Common Areas and Elements of a condominium and to maintain a sufficient reserve fund to assure financial stability.
- Association of Co-owners - All of the Co-owners acting as a group in accordance with the Master Deed and By-Laws for administration of the Association. The Co-owner can exercise voting rights in the Association.
- Common Elements - Common Elements include both the General Common and Limited Common Elements. See definitions of each, below.
- Condominium Bylaws - The operation of the property is governed by a set of By-Laws, which are recorded with the Master Deed. The By-Laws impose certain duties and obligations on the Co-owners and the Association, such as timing of meetings, record keeping, and determination and collection of assessments.
- Condominium Documents - The Master Deed, By-Laws, Condo Subdivision Plan, Declarations of Easements, Articles of Incorporation, Builder Disclosures and rules and policies. Everything except the rules and policies is contained in your Master Deed Booklet.
- Default - The failure to meet certain contractual obligations, such as monthly payment or maintenance of the property.
- General Common Elements - General Common Elements are subject to the non-exclusive use and enjoyment of the owners. The Common Elements are as follows:
 - Construction - Foundations, supporting columns, Unit perimeter walls

(excluding windows and doors therein), roofs, ceilings, floor construction between Unit levels and chimneys.

- Other - Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.
- Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system, if and when constructed, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, if and when constructed, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.
- Lien - A claim recorded against a property as evidence of the security for payment of an amount owed.
- Limited Common Elements - Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are listed in the Master Deed.
- Master Deed - The basic document used in the creation of a Condominium, which describes the division of the Association into Units and Common Elements.

6.02 Reserve Funds (Replacement) - Funds, which are set aside and held separate from monthly Association assessments and operating expenses, which are utilized for capital repair or replacement Common Elements, such as roofs, at some future date.