

# **WABEEK FAIRWAYS WEST NO. 2**

## **CO-OWNER HANDBOOK & RULES & REGULATIONS**

**UPDATED: January 2026**

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CO-OWNER HANDBOOK  
&  
RULES & REGULATIONS  
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**WABEEK FAIRWAYS WEST NO. 2  
CO-OWNER HANDBOOK  
&  
RULES & REGULATIONS**

Dear Co-owner,

This Handbook has been prepared as a practical reference for topics of general interest to members of the Association. It also includes several Rules and Regulations that are established under but not included in the Amended and Restated Consolidating Master Deed and Bylaws for Wabeek Fairways West No. 2.

This Handbook is not meant to replace the detailed information found in the Amended and Restated Consolidating Master Deed and Bylaws for Wabeek Fairways West No. 2. These are important documents that are required reading for any Co-owner and non-Co-owner occupant. Those who sell their Unit must provide a copy of the Condominium Documents to the new Co-owners, including this Handbook.

We hope you will find it a handy guide and refer to it often as it may answer many questions.

Sincerely,

Board of Directors

Wabeek Fairways West II Condominium Association

**Section 1. GENERAL INFORMATION**

**A. Condominium Description**

Wabeek Fairways West No. 2 (the “Condominium”) is a residential condominium located in the Townships of Bloomfield and West Bloomfield. The Condominium consists of 50 individual Condominium Units. The Units are defined as the space contained within the Unit boundaries as shown on the Condominium Subdivision Plan. All portions of the Condominium that are not included within the Units constitute the Common Elements. Limited Common Elements differ from General Common Elements in that the use of Limited Common Elements is restricted (limited) to the Co-owners of Units that are assigned the Limited Common Element. Article IV of the Second Amended and Restated Consolidating Master Deed (the “Master Deed”) contains detailed Common Element descriptions.

**B. Association**

Wabeek Fairways West II Condominium Association (the “Association”) is responsible for governance, maintenance, and administration of the Condominium.

**C. Management Company**

The Association’s Board of Directors hires and oversees a professional management company. The Association’s professional management company is:

Highlander Group, Inc.  
2878 Orchard Lake Rd First Floor, Keego Harbor, MI 48320  
248-681-7883

**D. Governing Documents**

**1. Articles of Incorporation**

The Articles of Incorporation are drafted pursuant to the provisions of the Nonprofit Corporation Act. This document is filed with the State and established the existence of the Association as a Michigan nonprofit corporation.

**2. Master Deed**

The Master Deed is drafted pursuant to the provisions of the Condominium Act and is the legal document that created the Condominium. The Master Deed is recorded with Oakland County and against each Unit. The Master Deed generally includes provisions defining and assigning responsibility for the various property ownership rights in the Condominium (i.e., Unit and Common Elements) and outlining the easements that affect the Condominium, as well as the mechanisms for amending the Master Deed, Bylaws and Condominium Subdivision Plan.

### **3. Condominium Bylaws**

The Condominium Bylaws are Exhibit A to the Master Deed and are drafted pursuant to the Condominium Act and the Nonprofit Corporation Act. The Bylaw provisions drafted pursuant to the Condominium Act generally include those relating to assessments, insurance, restrictions, and document enforcement. The Bylaw provisions drafted pursuant to the Nonprofit Corporation Act generally include those relating to the designation, number, term of office, qualifications, manner of election, duties, manner of removal and replacement of the directors and officers of the Association, as well as provisions relating to Association and Board meetings.

### **4. Condominium Subdivision Plan**

The Condominium Subdivision Plan is Exhibit B to the Master Deed and is drafted pursuant to the Condominium Act. The Condominium Subdivision Plan is a drawing of the Condominium that depicts the Condominium Common Elements and Units, utility systems serving the Condominium and easements affecting the Condominium. The Condominium Subdivision Plan also includes a survey of the Condominium.

### **5. Rules and Regulations**

In addition to the restrictions set forth in the Condominium Bylaws, the Board of Directors has the authority to adopt and publish rules and regulations concerning the use of the Common Elements, the rights and responsibilities of the Co-owners and the Association with respect to the Condominium or the manner of operation of the Association and Condominium. This includes providing specificity to broad grants of discretion granted to the Board in the Condominium Documents. Rules and regulations have the same legal force as the Condominium Bylaw restrictions and violations are subject to the Association's remedies set forth in the Condominium Bylaws.

## **E. Communications**

### **1. Annual Meeting**

The importance of the Association's Annual meeting cannot be over emphasized. The Association's Annual Meeting is held once each year at a date determined by the Board of Directors. The purpose of the Annual Meeting is to fill any Board vacancies and update Co-owners on the Association's affairs. Co-owners can expect to receive updated information on a variety of topics. The meeting also provides an excellent opportunity for Co-owners to meet face to face with their elected Board, management company representatives, other resource persons that are invited from time to time, and other Co-owners. Co-owners can ask questions and share their comments or concerns at this venue. Most importantly, for official business (for example, elections) to be held, at least 35% of all Co-owners qualified to vote must be present in person, by written ballot, or by proxy.

## **2. Day-to-Day**

Active interaction between Co-owners and the Association are essential to harmonious Condominium living. In addition to mailings, email has proven to be an effective and timely way to share information. Accordingly, it is important that each Co-owner provide their updated email addresses to the Association. Included with this Handbook is a form titled “Authorization to Receive Association Notices via Email.” Co-owners are encouraged to complete and return this form to the Association.

## **Section 2. ASSESSMENT PAYMENT AND COLLECTION OF DELINQUENT ASSESSMENTS**

### **A. Assessment Due Dates and Late Fees**

**1. Due Dates.** Co-owners are required to pay Association assessments monthly (the “monthly assessment”). The monthly assessment is due on the 1<sup>st</sup> of each month.

**2. Late Fees.** All monthly assessments that are not paid in full by the 10th day of each month will incur a uniform late charge of \$100.00 per month for each month that the monthly assessment is not paid. The Board will establish due dates and late fees for additional and special assessments if the Board levies such assessments. All late charges are immediately due and payable and shall be assessed against and a lien upon the Unit.

### **B. Assessment Collection Procedures**

**1. Reminder Notice.** The Association will send a reminder notice via regular mail after the 10th of the month that the pertinent assessment payment is due.

**2. Legal Action.** If any portion of the monthly assessment remains outstanding for more than 90 days after payment is due, the unpaid assessment will be subject to collection by legal action. At the Board’s discretion, legal action may consist of a lien being filed, foreclosure of the lien by advertisement, a lawsuit for judicial foreclosure of the lien, a lawsuit against the Co-owner for money damages and, once any personal judgment enters, collection may also take the form of garnishment and execution on personal property. To avoid legal action, Co-owners in default are encouraged to contact the Association to make payment arrangements for satisfaction of any unpaid assessments before the Association takes legal action. Please remember that pursuant to Article II of the Condominium Bylaws all late fees, interest, costs, and attorneys’ fees are charged to the delinquent account. The Board may vary from the collection procedures contained in this Section in its discretion. Once an account has been referred for legal action, any payments for less than the balance due may be returned to the Co-owner unless the payment is made under an approved payment arrangement.

**C. Application of Payments.** Co-owner payments that are accepted by the Association will be applied as follows: first to costs of collection, including attorneys’ fees and costs; second to any late fees, interest charges and fines; and third to installments in default in order of their due date. Accordingly, if payments are made that do not pay the balance in full (unless paid pursuant to an approved and signed payment arrangement), a delinquency will exist and will incur late fees in accordance with Section A above.

### **D. Payment Arrangements**

**1. Request Must Be in Writing.** Co-owners that wish to request a payment arrangement for any delinquent balance must place the request in writing and submit it to the Association or, if the account has been turned over to an attorney for legal action, to the attorney’s office. The Board will only review requests for payment arrangements in cases where the delinquency problem is not chronic, and reasons exist for extending payments.

**2. Reason and Timing.** Any Co-owner requesting a payment arrangement must state the reason they cannot make immediate payment in full. To be approved and subject to any extenuating circumstances, any request for a payment arrangement must at a minimum propose equal payments over a period not to exceed six (6) months, sufficient to pay the entire balance in full.

**3. Late Fees and Default.** During the term of any payment arrangement, late fees will not be charged so long as the Co-owner does not default in the payment arrangement terms. Upon default in any payment arrangement, the Association may proceed with further collection actions.

### **Section 3. INSURANCE**

**A. Association Insurance.** Article IV of the Condominium Bylaws requires the Association to insure all Common Elements it is assigned repair and replacement responsibility under Article IV of the Master Deed against fire, vandalism, malicious mischief and other perils, and to obtain liability insurance, fidelity bond insurance, directors and officers liability insurance, and workmen's compensation insurance, if applicable. The Board of Directors is responsible for obtaining insurance coverage for the Association.

**B. Co-owner Insurance.** The Association's coverage is not intended to be complete as to all matters, and Co-owners have an obligation to provide certain coverage. As more fully set forth in Article IV of the Condominium Bylaws, each Co-owner must obtain (i) all risk insurance coverage for (a) those Common Elements and items that the Co-owner is assigned repair and replacement responsibility under Article IV of the Amended and Restated Master Deed including, without limitation, drywall, windows, door-walls, patios, porches, decks, balconies, courtyards, and utility systems serving the individual Unit, (b) the interior of their Unit, including all fixtures, equipment, and trim located within the Unit, (c) personal property located within a Unit or elsewhere in the Condominium, and (d) all improvements and betterments to the Unit and Limited Common Elements, and (ii) insurance coverage for (a) personal liability and property damage for occurrences within a Unit or upon its Limited Common Elements and for General Common Elements that the Co-owner is assigned responsibility under Article IV of the Master Deed, and (b) alternative living expense in event of fire or other casualty. All Common Elements that Co-owners are required to insure must be insured against fire, vandalism, malicious mischief, and other perils in an amount equal to 100% of the current replacement cost. Co-owners can generally obtain the necessary insurance by purchasing an HO-6 insurance policy, but Co-owners must review these provisions with their insurance advisors to determine what additional insurance they must obtain upon their Units and Common Elements at their own expense in addition to the coverage carried by the Association and to ensure they have the proper coverage in place.

**C. Sewer Backup and Sump Pump Failure.** Damages caused by sewer backups and sump pump failures are typically *not* covered under a standard HO-6 insurance policy. Rather, damages resulting from sewer backups and sump pump failures are often only covered if the Co-owner obtains an optional endorsement that is added to the standard HO-6 policy. The Association is not responsible for items damaged by a sewer back up or sump pump failure. Co-owners must consult with their insurance advisors to ensure they have the proper coverage, including any necessary sewer backup, sump pump failure or similar endorsements to ensure their property is properly insured.

#### **Section 4. UNIT ACCESS AND EMERGENCY CONTACT INFORMATION**

**A. Access to Unit; Key.** Article VI, Section 12 of the Bylaws provides that each Co-owner must provide the Association a means of access to their Unit during all periods of absence. To help ensure this access, Co-owners must give a Unit key to a person of their choice who is located within a fifteen (15) mile radius of the Unit and who will, on behalf of the Co-owner when there is no one available at the Unit or the Co-owner is otherwise unable to provide prompt access, provide a means of access to the Unit.

**B. Emergency Contact Information Form.** Co-owners must complete and submit to the Association an “Emergency Contact Information Form,” which includes at a minimum the name, phone number and address of the person in possession of a Unit key as referenced in Section 1 above.

**C. Compliance.** Failure to comply with this Rule will leave the Co-owner subject to responsibility for damage to their Unit, costs incurred by the Association if it is required to forcibly enter the Unit pursuant to Article VI, Section 12 of the Bylaws, and liability for violation of the Condominium Documents. All costs and expenses incurred by the Association will be assessed to the Co-owner’s Unit and will constitute an assessment under the Condominium Documents secured by the Association’s lien on the Unit, collectible according to the Condominium Documents and the Condominium Act.

## **Section 5. COMMON ELEMENT MODIFICATION**

### **A. Approval Required**

**1. Requirement for Board Approval.** Co-owners may not make structural modifications or make changes in the appearance or use of any Common Element without first obtaining the Board's written approval.

**2. Modification Request Submission.** All requests to modify Common Elements must be submitted in writing on the Association's Request for Architectural Modification form, which can be obtained from the Association's management company. The request must describe the nature of the modification and must include appropriate plans and specifications showing the nature, kind, shape, height, materials, color scheme and location, as applicable. Depending on the type of modification, the Board may also require the submission of construction and architectural plans certified by a licensed engineer or architect. If the Board determines that a submittal to be incomplete, the Co-owner will be informed of this determination and the additional information that will be needed to consider the request.

**3. Board Considerations.** The Board has the right to refuse to approve any proposed modification that is not suitable or desirable in its opinion for aesthetic or any other reasons. In making its determination, the Board may inspect the site of the proposed modification and may also take into consideration the following when reviewing the proposal:

(a) Whether the modification is expressly prohibited or permitted under the Condominium Documents. If the modification is expressly prohibited, the Board cannot approve the modification. If the modification is expressly permitted, the proposed modification is still subject to this Rule including the considerations contained in this Section;

(b) The aesthetic suitability and the degree harmony of the proposed modification with the entire Condominium, including appropriateness of color, material, height, and size;

(c) The location of the proposed modification including whether the modification will increase the risk of injury or create difficulties for the Association or Co-owners in gaining access to the Common Elements or Units;

(d) Whether the modification negatively impacts adjacent Units by way of, among other things, privacy, noise, or vibration;

(e) Whether the modification will increase maintenance or other Association responsibilities;

(f) Whether the modification involves the modification of a load bearing wall or could have the potential to weaken the support of any structure if not performed properly. In those instances, the Board may require the Co-owner to submit a certification from a structural engineer or other appropriate licensed professional indicating that the modification does not compromise the structural integrity of the Unit or Common Elements;

(g) Whether the modification complies with any specific guidelines or specifications promulgated by the Association relating to the proposed modification.

**4. Modification and Alteration Agreement.** If the proposed modification complies with the requirements set forth in this Rule, and as a condition to receiving the Board's written approval, the Co-owner may be required, at the Board's sole discretion, to execute and submit to the Board the Association's form recordable Modification and Alteration Agreement, which sets forth, among other things, that:

(a) The Co-owner is solely responsible for the cost of performing the modification, all necessary municipal permits and inspections will be secured and, if applicable, the modification will be performed by contractors licensed in Michigan and fully insured;

(b) The Co-owner is solely responsible for insuring, maintaining, repairing and replacing the modification and for any damages or costs resulting from the modification and the costs of any repair, replacement or maintenance of any other Common Elements necessitated or caused by the modification;

(c) The Co-owner will indemnify and hold the Association harmless from any liability or damages in any way related to the modification; and

(d) All costs the Association incurs that are in any way related to a Co-owner's modification may be assessed to the Co-owner's Unit and will constitute an assessment under the Condominium Documents secured by the Association's lien on the Unit, collectible according to the Condominium Documents and the Condominium Act.

**5. Board Approval.** A modification request will only be deemed approved if:

(a) The Co-owner has complied with this Rule and the modification meets all the requirements of this Rule;

(b) The Co-owner has submitted a signed Association's Request for Architectural Modification form and the form has been countersigned by the Association or its designated agent;

(c) If required by the Board, the Co-owner has submitted an original signed and notarized recordable Modification and Alteration Agreement along with any applicable fees including, without limitation, County recording fees.

**6. Modification Completion.** As part of any approval, the Board may require that the modification be completed by a date certain.

**7. Inspection.** Unless waived by the Board in its discretion, the Board shall conduct an inspection of a completed modification to ensure compliance with the approval given.

**8. Approvals Revocable.** Any approval granted by the Board is a license. If a Co-owner is not in compliance with the conditions of any Board approval, the Board may revoke the approval upon thirty (30) days written notice.

**B. Windows**

**1. Permitted Windows.** All windows shall, to the greatest extent practicable, match the size, shape, and color of the existing windows (the “Permitted Windows”).

**2. Compliance with Modification Approval and Submittal Requirements.** Co-owners are not required to obtain the Board’s prior written approval to replace existing windows so long as the Co-owners comply with this Rule and only utilize the Permitted Windows. Co-owners desiring to utilize a window other than the Permitted Windows must first comply with the modification submittal and approval requirements set forth in Section 5A above.

**C. Door-walls**

**1. Permitted Door-walls.** All door-walls shall, to the greatest extent practicable, match the size, shape, and color of the existing door-walls (the “Permitted Door-walls”).

**2. Compliance with Modification Approval and Submittal Requirements.** Co-owners are not required to obtain the Board’s prior written approval to replace existing door-walls so long as the Co-owners comply with this Rule and only utilize the Permitted Door-walls. Co-owners desiring to utilize a door-wall other than the Permitted Door-walls must first comply with the modification submittal and approval requirements set forth in Section 5A above.

**D. Unit Entry Doors**

**1. Permitted Unit Entry Doors.** All Unit entry doors shall, to the greatest extent practicable, match the size, shape, and color of the existing entry doors (the “Permitted Entry Door”).

**2. Compliance with Modification Approval and Submittal Requirements.** Co-owners are not required to obtain the Board’s prior written approval to replace an existing Unit entry door so long as the Co-owners comply with this Rule and only utilize the Permitted Entry Door. Co-owners desiring to utilize a Unit other than the Permitted Entry Door must first comply with the modification submittal and approval requirements set forth in Section 5A above.

**E. Storm Doors**

**1. Permitted Storm Doors.** All storm doors shall, to the greatest extent practicable, match the size, shape, and color of the existing storm doors (the “Permitted Storm Door”).

**2. Compliance with Modification Approval and Submittal Requirements.** Co-owners are not required to obtain the Board’s prior written approval to replace an existing

storm door so long as the Co-owners comply with this Rule and only utilize the Permitted Storm Door. Co-owners desiring to utilize a storm door other than the Permitted Storm Door must first comply with the modification submittal and approval requirements set forth in Section 5A above.

## **F. Skylights**

**1. Skylight Specifications.** All skylights shall consist of flat glass and shall measure two feet by three feet (2' × 3'). Skylights must, to the greatest extent practicable, match the appearance and profile of existing approved skylights (the “Permitted Skylights”).

**2. Compliance with Modification Approval and Submittal Requirements.** Co-owners seeking to replace or modify any skylight must first comply with the modification submittal and approval requirements set forth in Section 5A above.

## **G. Decks**

**1. Requirement to Clean and Seal.** All decks must be cleaned and sealed every 2 to 3 years by July 1<sup>st</sup> of the year that the deck is power-washed and stained. Power-washing is the recommended method for cleaning, and the Association strongly recommends that Co-owners hire professional contractors for cleaning and staining.

**2. Permitted Seal Product.** The only approved sealer type is “Wabeek Brown” (the “Permitted Seal Product.” No other sealers or solid stains are allowed.

**3. Wood Replacement.** Co-owners are responsible for replacing any rotted, damaged, or unsafe decking components. All deck railing systems must be constructed of wood and shall match, to the greatest extent practicable, the appearance of the existing deck railings. Deck floor surfaces may be constructed of either composite material or natural wood, provided that the material and appearance closely match the existing decking within the community.

**4. Compliance with Modification Approval and Submittal Requirements.** Co-owners are not required to obtain the Board’s prior written approval to perform deck cleaning and staining so long as the Co-owners comply with this Rule and only utilize the Permitted Seal Product. Co-owners desiring to utilize a product other than the Permitted Seal Product must first comply with the modification submittal and approval requirements set forth in Section 5A above.

## **H. Patios**

Co-owners seeking to replace or modify any patio must first comply with the modification submittal and approval requirements set forth in Section 5A above.

## **I. Balconies**

Co-owners seeking to replace or modify any balcony must first comply with the modification submittal and approval requirements set forth in Section 5A above.

## **J. Surveillance Devices**

**1. Surveillance Device Defined.** For purposes of these Rules, “Surveillance Device” means any camera, system or device, including door-bell style “Ring” cameras, that are designed or intended to automatically or remotely capture video or still images. Surveillance Device does not include any item that is intended to be actively operated by an individual (e.g., handheld camera).

**2. Compliance with Modification Approval and Submittal Requirements.** Co-owners seeking to install or replace a Surveillance Device must first comply with the modification submittal and approval requirements set forth in Section 5A above. All modification requests must describe (a) the location of all proposed components of the Surveillance Device, including the location of each camera, (b) the field of view of each camera, and (c) a diagram of any wiring necessary for the installation or operation of the Surveillance Device.

### **3. Specific Regulations.**

**(a) Unobtrusive Installation to the Extent Possible.** All Surveillance Devices must be installed in the least obtrusive manner possible, as determined by the Board of Directors.

**(b) Compliance with Laws.** All Surveillance Devices must comply with all federal, state, and local laws or regulations.

**(c) Electrical Modifications.** To the extent that changes to the Unit’s electrical system are necessary, qualified licensed and insured electricians must perform all Surveillance Device installations, and the Co-owner must provide the Association with the name of the electrician that will be performing the installation along with the electrician’s license type and number and a copy of the electrician’s certificate of insurance. The Co-owner and electrician must follow all applicable codes and regulations and must obtain all necessary permits at the Co-owner’s expense. The Co-owner must provide the Association with copies of all necessary permits prior to proceeding with installation. Once installed, the Co-owner shall provide the Association with any municipal inspection approval if applicable.

**(d) Positioning.** No Surveillance Device may be positioned in such a way that the field of view of any camera captures images of any portion of property other than the Unit or the Unit’s Limited Common Elements. Surveillance Devices shall not be used for the purpose of monitoring the General Common Elements or any other common area of the Condominium.

**(e) Privacy.** Surveillance Devices shall not be used in any way that may infringe upon any other person’s reasonable expectation of privacy.

**(f) Submittal of Information.** Unless specifically requested in writing by the Board of Directors, the images, videos, sounds or other data captured by a Surveillance

Device shall not be submitted to the Board of Directors or the Association's management company.

## **K. Satellite Dishes and Antenna**

### **1. Definitions**

(a) "Antenna" means any device used for the receipt of video programming services, including direct broadcast satellite (DBS), multipoint distribution service (MDS), fixed wireless (FW), and television broadcast (TVB). A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of an antenna shall be considered part of the antenna.

(b) "Exclusive-Use Area" means the Unit or a Limited Common Element area as defined in Article IV, Section 1B of the Amended and Restated Consolidating Master Deed.

### **2. Installation Rules**

#### **(a) Antenna Size and Type**

(1) **DBS, MDS and FW (1 Meter or Less in Diameter).** Co-owners may install DBS, MDS and FW antennas that are one meter or less in diameter in an Exclusive-Use Area in accordance with Section B below. Antennas larger than one meter are prohibited.

(2) **TVB Antennas.** Co-owners may install TVB antennas, regardless of size, in an Exclusive-Use Area in accordance with Section B below.

(3) **Transmission only Antennas.** Co-owners may not install antennas that only transmit (as opposed to receive) radio, television, cellular or other signals.

#### **(b) Location and Installation**

(1) **Exclusive-Use Areas.** Co-owners may install antennas solely in the Co-owner's Unit or on Exclusive-Use Areas. To the extent possible, Co-owners shall locate antennas in a place shielded from view from outside the Condominium or from other Units to the maximum extent possible, provided the Co-owner can obtain an acceptable quality signal and the placement in this preferred location does not delay or increase the cost of installation or obtaining service.

(2) **Secure.** Co-owners must secure antennas in a manner that complies with all manufacturers' instructions and so that they do not jeopardize the soundness or safety of any Common Element, person or thing.

**(3) Wiring.** Co-owners shall install any exterior antenna wiring, if necessary, so it is minimally visible.

**(4) Masts.** To the extent a mast is necessary, the mast height may not extend beyond the limits of the Exclusive-Use Area and may be no higher than necessary to receive acceptable quality signals.

**(5) No Obstruction.** Antennas shall not obstruct (i) access to or exit from any Unit, (ii) ingress or egress from any General Common Element, (iii) electrical service equipment, or (iv) any other areas necessary for the safe operation of the Condominium.

**(6) No Damage.** Co-owners shall complete all installations so they do not damage the Limited Common Elements or void any warranties or in any way impair the integrity of any building or the General Common Elements.

**(7) Contacting Association Prior to Installation Encouraged.** If the installation is routine (i.e., it conforms to the above provisions), the installation may begin immediately; however, Co-owners are encouraged (but need not) contact the Association prior to installation of the antenna to ensure that the Co-owner is installing the antenna properly and in a proper location. The Association will require Co-owners to remove at the Co-owner's cost any antenna installed in violation of these Rules, so contacting the Association prior to installation will help minimize the possibility of these costs. If the installation is other than routine for any reason (including the need to modify any Limited Common Elements), the Co-owner shall first obtain the Board of Director's written approval.

**(c) Installation on and Penetration of General Common Elements Prohibited.** Co-owners shall not place or attach any antenna or wiring on or to any building exterior or roof or any other General Common Elements as defined in the Amended and Restated Consolidating Master Deed. The only permitted penetration of the General Common Element building exterior shall be by existing previously approved cable or wire used for transmitting telecommunications or cable service signals.

**(d) Maintenance, Repair, Replacement and Removal**

**(1) Maintenance, Repair and Replacement.** Co-owners are responsible for maintaining, repairing, and replacing their antennas, and Co-owners shall not permit their antennas to fall into disrepair or to otherwise become a safety hazard.

**(2) Co-owners Responsible for Costs.** Co-owners that utilize antennas are responsible for all costs associated with the antenna including, without limitation, the following: (a) costs to maintain, replace, move or remove the antenna; (b) costs to repair damage to any property caused by the existence of the antenna; (c) costs incurred by persons injured by the existence of the antenna; and (d) costs to restore the antenna installation areas to their original condition once the antennas are no longer in use.

**(3) Removal and Restoration.** If a Co-owner sells their Unit,

the Co-owner must prior to sale either (a) remove the antenna or (b) obtain and provide to the Board a writing signed by the new Co-owner accepting responsibility for the antenna. Antenna removal requires restoration of the installation location to its original condition at the Co-owner's expense. If the Co-owner does not so restore the installation location to its original condition within 7 days of removal, the Association may perform the restoration at the Co-owner's expense with the costs being secured by the statutory lien on the Co-owner's Unit.

**(e) Association Maintenance of Locations upon which Antennas are Installed**

**(1) Increased Association Maintenance Costs.** If a Co-owner installs an antenna on property that the Association maintains, the Co-owner must not install the antenna in a manner that will result in increased maintenance costs for the Association. If there are increased Association maintenance costs, the Co-owner will be responsible for those costs.

**(2) Temporary Removal for Maintenance.** If maintenance requires the temporary removal of antennas, the Association will provide Co-owners with 10 days written notice. Co-owners shall be responsible for removing or relocating their antenna before maintenance begins and replacing antennas afterward. If Co-owners do not remove the antenna in the required time, then the Association may do so at the Co-owner's expense with the costs being secured by the statutory lien on the Co-owner's Unit. The Association will not be liable for any damage to antennas caused by Association removal.

**L. Generators**

**1. Permitted Generator Types.** Only permanent, standalone emergency generators powered by natural gas are permitted within the Condominium. Portable generators and generators powered by gasoline, diesel, propane, or other fuel sources are prohibited.

**2. Generator Capacity and Design Considerations.** Co-owners are responsible for determining the appropriate generator size based on the household systems intended to operate during a power outage. Such systems may include, but are not limited to, garage door openers, kitchen appliances, lighting, refrigeration, heating, and air conditioning. Co-owners shall consult with a licensed electrician and/or generator supplier to determine proper generator sizing and installation requirements. While a generator rated at approximately 12,000 kW may be sufficient for many residences, final sizing shall be determined by a qualified professional. In selecting a generator, co-owners are encouraged to consider construction materials, service access panels, and the installation of a whole-house surge protector at the circuit breaker panel.

**3. Association Approval Required.** Prior to installation, written approval must be obtained from the Board of Directors. The Board's review shall include, but is not limited to, consideration of the generator's proposed location, size, screening, noise levels, exhaust placement, and overall compliance with Association governing documents.

**4. Required Submission Materials.** Any request for generator installation must include the following documentation submitted to the Association for review and approval:

- (a) A drawing and/or photograph showing the proposed generator location;
- (b) Manufacturer specifications for the proposed standalone generator;
- (c) A bid or proposal from a licensed and insured contractor; and
- (d) A certificate of insurance naming the Association as an additional insured for liability purposes.

**5. Compliance With Law and Permits.** All generator installations must comply with applicable township ordinances, generator policies, building codes, and safety requirements. All required permits must be obtained prior to installation.

**6. Responsibility and Maintenance.** The co-owner shall be solely responsible for all costs associated with installation, operation, maintenance, repair, and replacement of the generator, as well as for ensuring continued compliance with Association standards and applicable laws.

## **Section 6. RESTRICTIONS ON OWNERSHIP, OCCUPANCY AND USE**

Article VI of the Condominium Bylaws sets forth restrictions regarding the ownership, occupancy, and use of a Unit. The following addresses some of these restrictions and provides detail as to certain procedures related to those restrictions. Co-owners should make sure to also review in detail the restrictions contained in the Condominium Bylaws.

### **A. Residential Use**

Units and Common Elements may only be used for single-family residential purposes as defined by the applicable ordinance code. No Co-owner shall carry on any business enterprise or commercial activities anywhere on the Common Elements or within the Units; provided, that Co-owners shall be allowed to have home offices in their Units so long as the use does not (1) involve additional pedestrian or vehicular traffic by customers, users or beneficiaries of the services being performed and/or congestion within the Condominium, (2) utilize or involve the presence of any employees within the Unit other than the Unit occupants, (3) disturb other Co-owners, (4) involve additional expense to the Association (such as utility charges and insurance), (5) violate any other provision or restriction contained in the Condominium Documents, (6) involve the storage of bulk goods for resale, or (7) constitute a violation of any applicable codes or ordinances.

### **B. Leasing**

**1. Applicability of Condominium Bylaw Provisions.** In addition to those leasing restrictions and conditions set forth in Article VI, Section 2 of the Condominium Bylaws, the leasing of Units shall conform to the following provisions:

#### **2. Right to Lease.**

**(a) In General.** A Co-owner may only lease a Unit if the Co-owner (1) complies with the Condominium Bylaws and this Rule, (2) has followed the disclosure procedures contained in Section 4 below, and (3) obtained the Board of Director's prior written approval as more fully set forth in the Condominium Bylaws and this Rule.

**(b) Ordinance Compliance.** Landlord and Tenant shall comply with all municipal ordinances relating to leasing of the Leased Premises.

**(c) Restrictions on Leasing.** The Board of Directors shall not grant approval if (1) the leasing of the Unit would result in any one person or entity (including affiliates or commonly owned entities) leasing more than 1 Unit at any given time, or (2) the leasing of the Unit would cause the total number of leased Units in the Condominium to exceed 5 Units.

**(d) Minimum Lease Term; Compliance with Condominium Documents.** Subject to the provisions of Sections 1 and 2, no Co-owner shall lease less than an entire Unit, and all leases shall (1) be for an initial term of no less than one (1) year, (2) require the lessee to comply with the Condominium Documents, and (3) provide that failure to comply with the Condominium Documents constitutes a default under the lease.

**(e) Transient Tenancies Prohibited.** No Co-owner shall accommodate transient tenants or occupants. For purposes of this Rule, “transient tenant or occupant” refers to a non-Co-owner occupying a Unit for less than sixty (60) days and who has paid consideration for the occupancy. No Co-owner shall allow their tenant to sublease the Unit.

**3. Exception to 5 Unit Leasing Limitation.** Notwithstanding the provisions contained in Section B above or anything to the contrary contained in the Condominium Documents, the Association recognizes that circumstances may arise beyond a Co-owner’s control that may justify an exception to allow the temporary leasing of a single Unit, regardless of the 5 Unit rental limitation. Therefore, under the following circumstances, but only for so long as the circumstances exist and only so long as the Co-owner has occupied the Unit for the immediately preceding six (6) months and the leasing of the Unit will not result in that Co-owner or any related person or entity leasing more than 1 Unit, the Board may allow a Co-owner to lease their Unit even though 5 or more of the Units may already be leased:

**(a) Relocation to Nursing Home.** A Co-owner must relocate to a nursing home or similar facility for a period likely to exceed six (6) months;

**(b) Relocation for Medical or Employment Purposes.** A Co-owner must relocate for medical purposes (treatment, rehabilitation, or recuperation) or employment purposes for a period likely to exceed six (6) months;

**(c) Mortgage Liens Exceed Unit Fair Market Value.** A Co-owner or the estate of a Co-owner must rent a Unit due to an inability to sell the Unit without incurring a financial loss because of mortgage liens recorded against the Unit exceeding the fair market value of the Unit; or

**(d) Similar Extenuating Circumstances.** Any similar extenuating situation approved by the Board of Directors.

#### **4. Disclosure and Lease Form**

**(a) Disclosure.** A Co-owner desiring to rent or lease a Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential tenant.

**(b) Lease Form.** At the same time the Co-owner discloses to the Association that they desire to lease their Unit, the Co-owner must supply the Association with a copy of the exact lease form for the Board’s review so that the Board can confirm the lease form complies with the Condominium Documents.

**5. Lease Addendum.** Co-owners and tenants must comply with the following provisions prior to the commencement of any lease term or occupancy of a Unit by a tenant:

**(a) Execution of Lease Addendum.** The Co-owner and any proposed tenant shall execute the Association’s standard lease addendum (the “Addendum”), which Addendum will be provided by the Association to the Co-owner after the Co-owner submits a copy

of the Co-owner's lease form and if the lease otherwise complies with the Condominium Documents as set forth above.

**(b) Submittal of Lease Addendum.** The Co-owner shall submit to the Association the fully executed Addendum along with a fully executed Lease.

**6. Administrative Fee.** If the provisions of this Rule are complied with and the Board approves the lease transaction by confirming the lease complies with the Condominium Documents, the Co-owner must submit to the Association on the January 1st immediately following such approval an administrative review fee of \$300.00 to defray the cost associated with such review and approval. The Co-owner shall also pay to the Association a \$300.00 administrative fee, due and payable on each subsequent January 1st and so long as the applicable tenancy continues, to defray the cost associated with monitoring the tenancy, providing community communications directly to the tenant as well as the Co-owner, and reporting the tenancy to lenders and other parties for financing or sale transaction purposes. The administrative fee shall be secured and may be collected from the leasing Co-owner in the same manner as the collection of assessments under Article II of the Condominium Bylaws.

**7. Compliance with Condominium Documents, Default and Remedies.** Tenants must comply with the Condominium Documents. If the Board determines that a tenant fails to comply with the Condominium Documents, the Association will take the following action:

**(a) Notification.** The Association will notify the Co-owner by certified mail advising of the alleged violation.

**(b) Time to Cure.** The Co-owner will have fifteen (15) days after receiving the Association's notice to investigate and correct the alleged breach or advise the Association that a violation has not occurred.

**(c) Remedies.** If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, the Association may institute an action for eviction against the tenant.

**(d) Damages and Costs.** The Association may hold the tenant and the Co-owner liable for any damages caused by the tenant. The Co-owner shall also be responsible for reimbursing the Association for all costs incurred as a result of a tenant's failure to comply with the Condominium Documents.

**8. Notice to Pay Rent Directly to Association**

**(a) Notice of Assessment Arrearage.** If the Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the tenant.

**(b) Rent Payments Directly to Association.** After receiving the notice, the tenant must deduct from their rental payments to the Co-owner the arrearage and future

assessments as they fall due and must pay them to the Association. The deductions will not be a breach of the lease by the tenant.

**(c) Remedies for Failure to Submit Rent Payments to the Association.** If after being notified the tenant fails or refuses to submit rent to the Association that is otherwise due to the Co-owner, then the Association may (1) prohibit the tenant from utilizing any of the General Common Elements, and (2) issue a statutory Notice to Quit for non-payment of rent, and enforce that notice by summary proceedings or otherwise.

## **C. Animals**

**1. Number and Type.** No more than 2 household pets shall be kept, maintained, or allowed within any Unit. As used in this Section, "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.

**2. Registration.** Any Co-owner who maintains an animal within their Unit must register the animal with the Association on an annual basis by submitting a fully completed Animal Registration Form with the registration including proof of the animal's shots and the applicable Township issued license.

### **3. Restrictions Applicable to Animals; Responsibilities of Co-owners:**

**(a)** No animals may be kept or bred for any commercial purpose.

**(b)** No animal may be permitted to be housed outside of a Unit, in a pen or otherwise, nor shall animals be tied or restrained unattended outside or be allowed to be loose upon the Common Elements. All animals shall be leashed outdoors with the leash being held and controlled by a responsible person and otherwise in accordance with any applicable ordinance code(s).

**(c)** Each Co-owner is responsible for the immediate collection and disposition of all fecal matter deposited by any animal maintained by the Co-owner or their occupants, anywhere in the Condominium. Co-owners are expected to take such care to ensure that their animals are not allowed to play, dig, or engage in related activities in the flower beds or shrub areas. Repair of these areas due to damage by animals will be charged back to the responsible Co-owner.

**(d)** Any pets permitted to be kept in the Condominium shall have such care and restraint as not to be obnoxious because of noise, odor, or unsanitary conditions. No savage or dangerous animal of any type may be kept on the Condominium. No animal that creates noise and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements.

**(e)** Any Co-owner who causes or permits any animal to be brought, maintained or kept on the Condominium for any length of time shall indemnify and hold harmless

the Association for any loss, damage or liability, including attorneys' fees and costs, which the Association may sustain because of the presence of the animal on the Condominium, whether the animal is permitted or not. The Association may assess and collect from the responsible Co-owner all losses and damages in the manner provided in Article II of the Condominium Bylaws.

**4. Association Remedies.** The Association may, after notice and hearing and without liability, remove or cause to be removed any animal from the Condominium that the Board determines to be in violation of the restrictions imposed by these Rules.

**5. Costs.** All costs and expenses incurred by the Association under this Rule may be assessed to the Co-owner's Unit and will constitute an assessment under the Condominium Documents secured by the Association's lien on the Unit, collectible according to the Condominium Documents and the Condominium Act.

#### **D. Garage Sales, Rummage Sales, Estate Sales or Similar Sales**

Estate sales may be permitted within the Condominium as long as the Board is notified at least 24 hours prior to the estate sale. In such event, directional signs to the estate sale location may be used but must be promptly removed at the conclusion of the sale. All parking regulations must be followed during the sale.

Except for such estate sales, there shall be no garage, rummage or other sales within the Condominium and that are open to the public regardless of whether a permit has been issued by municipal agencies or otherwise.

#### **E. Fire Pits**

Except as the Board otherwise provides in writing, pen fire pits are strictly prohibited anywhere within the Condominium, including within Units, on patios, balconies, decks, and all limited and general common elements.

#### **F. Aesthetics**

**1. General Provisions.** Each Co-owner must maintain their unit and limited common elements in a safe, clean and sanitary manner.

**2. Use of Common Elements.** The Common Elements shall not be used for the storage of supplies, materials, personal property, trash, or refuse of any kind. Littering of any type is prohibited. No personal property may be left unattended on or about the Common Elements.

#### **G. Vehicles, Parking, and Portable Storage**

**1. Permitted Vehicles in General.** Except as otherwise provided in this Section or in the Association's rules and regulations, only currently licensed automobiles, non-commercial pickup trucks, SUVs, and passenger vans, which are used as an occupants' primary means of transportation and not for any commercial purposes and which do not exceed 21 feet in overall length, may be parked in the Condominium. No commercial vehicles (as defined in

subsection C below) shall be parked or stored in the Condominium. Unless parked fully in a Unit garage with the door closed or except as otherwise provided in this Section, no house trailers, motorcycles, boat trailers, watercraft, boats, motor homes, camping vehicles, camping trailers, trailers, snowmobiles, snowmobile trailers, recreational vehicles, off-road vehicles, or all-terrain vehicles shall be parked or stored in the Condominium. No Co-owner shall use, or permit the use by an occupant, agent, employee, invitee or guest, of any recreational motorized transportation within the Condominium, including, but not limited to, motorized scooters, mopeds, go-carts, snowmobiles, dirt bikes, or the like, except that golf carts may be used and kept within the Condominium provided they are parked and stored inside garages, are operated in accordance with applicable law and traffic control signs, and are not otherwise objectionable due to excessive noise or irresponsible operation.

**2. Temporary Presence.** Recreational/leisure vehicles may be parked temporarily on the on a Unit driveway only for a period not to exceed forty-eight (48) hours within any seven (7) day period the purpose of loading and unloading the vehicle prior to and following its use. Notwithstanding the foregoing, no vehicles shall occupy, park or otherwise block access to, or exit from, any other Co-owner's garage or Unit, or any approaches to a garage or Unit.

**3. Commercial Vehicles.** Commercial vehicles shall not be parked in or about the Condominium unless while making deliveries or pickups in the normal course of business. For purposes of this Section, commercial vehicles shall include vehicles or trucks with a curb weight of more than 12,000 pounds, overall length in excess of 21 feet, or with more than two axles, vehicles with commercial license plates, vehicles with any commercial markings or advertising appearing on the exterior, vehicles not designed or intended for personal transportation, or any vehicle either modified or equipped with attachments, equipment or implements of a commercial trade, including, but not limited to, ladder or material racks, snow blades, tanks, spreaders, storage bins or containers, vises, commercial towing equipment or similar items. For purposes of this Section, passenger vans, SUVs, and pickup trucks, used for primary transportation and not for commercial purposes shall not be considered commercial vehicles provided they do not meet the definition of a commercial vehicle contained in this Section. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area for parking such vehicles.

**4. Standing Vehicles, Repairs.** Nonoperational vehicles or vehicles with expired license plates shall not be parked on the Condominium, other than inside a Co-owner's garage» without the Board's written approval. Nonemergency maintenance or repair of vehicles is not permitted on the Condominium without the Board's written approval.

**5. Parking Restrictions.**

**(a) Generally.** Vehicles must be parked first in Unit garages. No person shall park a vehicle in violation of the Association's rules and regulations or in designated fire lanes. The Board of Directors may require that Unit occupants register their vehicles with the Association before the vehicle may be maintained on or within the Condominium.

**(b) Snow Events.** In the event of snowfall exceeding one and one-half (1.5) inches, all vehicles must be removed from the street to allow for snow plowing. If a vehicle

is left in the street and prevents snow removal, requiring the plowing contractor to return at a later time, the cost of the return visit shall be charged to the co-owner or resident responsible for the vehicle. Likewise, if an individual resident requests the plowing contractor return to clear the Unit's driveway, the individual requesting such service will be responsible for the costs of the return visit.

**6. Association Rights.** 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 of the Unit responsible for the presence of the vehicle in the manner provided in Article II of the Condominium 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.

**7. Portable Storage.** Portable storage such as, but not limited to Pods, Smartbox, Uhaul, or similar storage structures may not be parked or stored in the Condominium.

**8. Costs.** All costs and expenses incurred by the Association under this Rule may be assessed to the Co-owner's Unit and will constitute an assessment under the Condominium Documents secured by the Association's lien on the Unit, collectible according to the Condominium Documents and the Condominium Act.

#### **H. Hot Tubs and Swim Spas**

No hot tubs, swim spas, whirlpools, or similar water-filled recreational or therapeutic devices may be installed, placed, or maintained anywhere within the Condominium.

#### **I. Weapons and Projectiles**

Weapons and projectiles may not be utilized on the Condominium.

#### **J. Signs**

In general, except for a U.S. flag no larger than 3' by 5' that is in a Board-approved area, no signs or other advertising may be displayed without the Association's written permission.

#### **K. Decorations**

**1. General Provisions.** 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 purposes. A maximum of one American flag is permitted.

**2. Seasonal Decorations.** Decorations must meet the following criteria:

**(a)** Maintain a neat and attractive appearance.

(b) Not include more than five (5) items per unit.

(c) Be removed within 15 days after the relevant holiday or event.

(d) Any outdoor seasonal or decorative lighting displays shall utilize only outdoor-rated lights, extension cords, and electrical components, and must be installed and maintained in a safe manner consistent with manufacturer instructions and applicable electrical and fire safety standards.

(e) In the event of dispute, the Board shall be the final arbiter 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.

## **L. Landscaping**

**1. General Care.** Any existing and Association-approved landscaping installed by or for a co-owner shall be continuously maintained by that co-owner in a neat, healthy, and attractive condition. Co-owners are responsible for the regular care, upkeep, and weeding of all flower beds and landscaping beds adjacent to or appurtenant to their Unit. Failure to comply with this requirement shall constitute a violation of the Association rules and may subject the co-owner to enforcement action, including the imposition of fines. If the violation is ongoing, the Association may levy continuing fines on a weekly basis for so long as the unsightly or unmaintained condition, including excessive weeds, continues to exist.

**2. Sprinkler System.** 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 permitted. Any damages to the system will be assessed to the responsible Co-owner.

## **M. Window Treatments**

Except as the Board otherwise approves in writing, the portion of window treatments visible from the exterior of a Unit must be neutral in color.

## **N. Vacant Units**

### **1. Vacant Unit Defined.**

(a) **October 1<sup>st</sup> through March 31<sup>st</sup>.** During each October 1<sup>st</sup> through March 31<sup>st</sup> of the following year (the “winter months”), a “vacant Unit” is defined as a Unit that is unoccupied for a minimum period of two (2) consecutive days.

(b) **April 1<sup>st</sup> through September 30<sup>th</sup>.** During each April 1<sup>st</sup> through September 30<sup>th</sup> (the “summer months”) a “vacant Unit” is defined as a Unit that is unoccupied for a minimum period of seven (7) consecutive days.

**2. Vacant Unit Preparation.** All vacant Units must be prepared in accordance with the following:

**(a) Shut Off and Empty Water.** Subject to subsections (i) and (ii), shut off water at the Unit's main shutoff valve and empty water from all pipes, toilets, sinks, water heaters and other storage tanks located within the Unit.

**(b) No Water Backup System for Sump Pump.** If you do not have a water backup system for your sump pump, shut off water at the Unit's main shutoff valve.

**(c) Water Backup System for Sump Pump.** If you have a water backup system for your sump pump, water sources should be turned off at each value for toilets, facets, water heaters, ice makers, etc. Do not shut off water at the Unit's main shutoff valve.

**(d) Furnace and Air Conditioner Settings.** If the vacant Unit will be vacant during the winter months, the Unit's furnace should be set no lower the 60 degrees. If the vacant Unit will be vacant in the summer months, the Unit's air conditioner should not be set any higher than 80 degrees.

**(e) Ice Maker.** Turn off the ice maker and empty all ice cubes from the storage bin.

**3. Contact Information.** Co-owners of vacant Units must provide the management company with (a) contact information (including name and phone number) of a local person that the management company may contact in emergency situations (the "Local Contact"), (b) contact information for the Co-owners insurer in case of casualty, and (c) phone number where the Co-owners can be contacted while the Unit is vacant.

**4. Inspections.** Co-owners of a vacant Unit that will be vacant for more than one (1) consecutive week must make arrangements for the Local Contact to make bi-monthly inspections of the vacant Unit during the period of such vacancy to ensure that there are no visible signs of interior Common Element damage and that all equipment and fixtures are functioning properly.

**5. Notification of Vacant Unit Preparation.** Co-owners of vacant Units must provide a completed "Vacant Unit Contact Information Form" to the Association's management company within two (2) days of preparing their vacant Unit in accordance with Section B above.

**6. Failure to Prepare Vacant Unit.** Upon notice or discovery of a vacant Unit for which the management company has not received a completed Vacant Unit Contact Information Form (hereinafter the "Form"), the Association will send written notification to the Co-owner of the vacant Unit at the Co-owner's address on file with the Association notifying them of the necessity to prepare the vacant Unit in accordance with this Rule. If the Co-owner fails to prepare the vacant Unit and submit a completed Form in accordance with this Rule within two (2) days of the date of the Association's notification, or if an emergency situation exists, the Association may force entry into the vacant Unit in accordance with the following:

(a) **Purpose.** The sole purpose of entry is to prepare the vacant Unit in accordance with Section 2 above;

(b) **Performance.** Entry and preparation will be performed by the Association's authorized contractors or agents.

(c) **Presence.** At least one member of the Board of Directors, or a designated agent, will be present during the forced entry and preparation of the vacant Unit;

(d) **Damage.** Efforts will be made to minimize damage to the vacant Unit during the entry. However, the Association, the Association's management company and the Association's authorized contractors and agents will not be responsible for any damage incurred by the entry or vacant Unit preparation;

(e) **Securing Unit.** The Association will secure the vacant Unit upon completion of the preparation.

7. **Costs.** The cost of entry, vacant Unit preparation and any other related work will be the sole responsibility of the Co-owner of the vacant Unit. All costs and expenses incurred will be charged to the vacant Unit account and will constitute an assessment under the Condominium Documents secured by the statutory lien on the vacant Unit, collectible according to the provisions of the Condominium Documents and the Condominium Act.

#### **O. Smoke Detectors**

Co-owners are responsible for smoke detectors and Co-owners do not need the Association's approval prior to installing appropriate smoke detectors. All Units must have operational smoke detectors installed.

## **Section 7. RADON**

### **A. Radon Testing.**

Co-owners may test their Units to detect excessive levels of indoor radon gas. As a precondition to the Association taking action as specified in detail below, Co-owners must utilize a certified radon measurement service provider to detect excessive levels of radon gas. Each Co-owner shall be solely responsible for all costs associated with the utilization of a certified radon measurement service provider.

### **B. Notification to Association.**

Co-owners must promptly notify the Association if the certified radon measurement service provider test indicates an elevated level of radon gas above 4 picocuries per liter and shall provide the Association with the test results. Co-owners may also submit to the Association a proposed mitigation plan to reduce the excessive radon gas levels.

### **C. Evaluation Period.**

Upon Co-owner notification and submission of the test results, the Association will have a minimum of two weeks to evaluate and confirm the results and documentation. The Association may conduct confirming tests of its own and shall have access to the Unit to conduct tests and another two weeks after access to confirm test results.

### **D. Mitigation.**

Each Co-owner shall be solely responsible for all costs associated with any radon mitigation measures undertaken prior to receiving Association approval. If radon gas is detected at levels consistently exceeding four (4) picocuries per liter and is determined to be entering a Unit through a Common Element for which the Association is responsible for maintenance, repair, or replacement, the Association may, in its sole discretion, either implement its own radon mitigation plan or approve and accept a Co-owner's proposed mitigation plan. In such event, the Association shall be responsible only for the costs associated with the approved mitigation related to the affected Common Element. In all other circumstances, the Co-owner shall remain fully responsible for all radon mitigation costs.

Any exterior modifications to a Unit resulting from radon mitigation work must match, to the greatest extent practicable, the existing exterior appearance, materials, and aesthetics of the Condominium.

The Association does not warrant, guarantee, or ensure that mitigation will be successful and bears no responsibility, other than for the cost of the work, if the Association deems further actions are necessary. The Association is not responsible for delays caused by Co-owner or contractor failure to follow proper testing procedures or these Rules.

## Section 8. FINES

**A. Procedures.** The violation by any Co-owner or their occupants or guests of any provision of the Condominium Documents shall be grounds for the Association to assess monetary fines against the involved Co-owner. The Co-owner will be deemed responsible for such violations whether they occur because of their personal actions or the actions of their occupants, guests or any other person admitted to the Condominium through such Co-owner. Prior to assessing any monetary fine, the Board will adhere to the following procedures:

**1. Notice of Alleged Violation.** Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, electronic transmission, or personal delivery to the Co-owner at the Unit address or, if designated, at such other address as the Co-owner designates in writing to the Association.

**2. Hearing.** 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. The hearing before the Board may 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 in the event 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.

**B. Assessment of Fines.** If there has been a violation of any of the provisions of the Condominium Documents, the following fines may be levied:

First Violation	No fine will be levied unless the Board determines that the nature of the violation is such as to be best deterred if a fine is imposed for a first violation
Second Violation	\$100.00 Fine
Third Violation	\$250.00 Fine
Fourth and All Subsequent Violations	\$500.00 Fine

For purposes of this Rule, the number of the violation (i.e., first, second, etc.) is determined with respect to the number of times that a Co-owner violates the same provision of the Condominium Documents, as long as that Co-owner may be a Co-owner of a Unit or occupant of the Condominium, and is not based upon violations of entirely different provisions. In the case of continuing violations (i.e., a violation that has not be cured), a new violation will be deemed to occur each successive week during which a violation continues or in such intervals as may be set forth in supplements to this Rule; however, no hearings other than the first hearing shall be required for successive violations if a violation has been found to exist. Nothing in this Rule shall be construed as to prevent the Association from pursuing any other remedy under the Condominium

Documents or the Condominium Act for such violations, or from combining a fine with any other remedy or requirement to address any violation.

**C. Collection of Fines.** Any fines that the Board levies pursuant to this Rule shall be assessed against the Co-owner and shall be immediately due and payable. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitations, those described in Article II of the Condominium Bylaws.

## **Section 9. RECORDS INSPECTION**

**A. Access.** Subject to the provisions of this Rule, Co-owners are allowed access to the books, records, contracts, and financial statements concerning the administration and operation of the Condominium (collectively, the “Books and Records”).

**B. Income/Expense Statement and Balance Sheet.** If requested in writing by a Co-owner or their mortgagee, the Association will mail to the Co-owner or their mortgagee the Association’s income/expenses statement and balance sheet as of the end of the preceding fiscal year.

**C. Inspection Request.** Any Co-owner or mortgagee that wants access to inspect the Books and Records is required to put their request in writing. Co-owners must utilize the “Co-owner Record Request Form” attached to this Rule when making any request to inspect Books and Records. While the Co-owner Record Request Form is intended to facilitate Co-owner requests, use of the Form does not guarantee or obligate the Association’s production of any of the requested Books and Records. Any request must:

1. Be directed to the Board of Directors’ attention and delivered to the Association at its registered address or at the address of the Association’s management company.

2. Indicate with reasonable particularity the purpose of the inspection and the Books and Records the Co-owner or mortgagee desires to inspect.

3. Demonstrate that the Books and Records sought are directly connected with the purpose.

**D. Proper Purpose.** Requests that are deemed to demonstrate a proper purpose and are not otherwise limited by this Rule will be approved. “Proper purpose” means a purpose that is reasonably related to a person’s interest as a member of the Condominium. Any request that is contrary to the best interests of the Association, or fails to demonstrate a proper purpose or fails to identify with reasonable particularity the Books and Records to be inspected, will be denied.

**E. Inspection.** The Association or its managing agent shall notify the Co-owner or mortgagee as to whether the request to inspect has been granted within five (5) business days of receipt of a properly delivered written request. The requesting Co-owner or mortgagee and the Association’s managing agent shall then coordinate an inspection of the records during regular office hours at a mutually agreed time at the office of the Association’s management company or other suitable location. A Co-owner’s attorney or other agent who wishes to inspect the Books and Records must follow the procedure set forth in this Rule, and must also provide the Association’s management company a power of attorney or other writing authorizing the attorney or agent to act on behalf of the Co-owner to the extent the attorney or agent is seeking to inspect the records without the Co-owner present.

**F. Conduct and Timing.** The requestor shall not disrupt the normal office activities during the inspection. The Association and its management company may also impose reasonable time limits on the inspection of any Books and Records.

**G. Copies.** No Books and Records shall be removed from the management company's office. The Association, through its management company or otherwise, may require that the inspection of the Books and Records be monitored. Any monitor provided by the Association or its management company is under no obligation to respond to questions or other inquiries made by the requestor. If the requestor desires any photocopies of the Books and Records, the copies will be made by the management company at a reasonable rate per copy, as determined by the Board of Directors or management company. By way of example and not limitation, \$1.00/page is a reasonable charge to cover the costs of labor and material.

**H. Certain Records Prohibited.** The ability to inspect the following Books and Records would impair the rights of privacy and free association of the Association members, or would otherwise impair the lawful purposes of the Association. Accordingly, Co-owners and mortgagees, and the attorneys or agents for the Co-owners and mortgagees, are prohibited from inspecting the following:

1. Any privileged or confidential documents, records, communications, or attorney work product.

2. Any and all documents, books, or records specific to an individual Co-owner or Unit, including but not limited to violation notices, delinquencies, leases, payment histories, disability-related information, copies of payments, or applications and related documents submitted in connection with any modification or alteration to a Unit.

3. Any records for which the disclosure would violate a law or impair the rights of another.

4. Any records that have not yet been reviewed by the Board or are preliminary.

5. The above-referenced documents are not intended to constitute an exhaustive list of all Books and Records that may be excluded from the scope of a Co-owner's or mortgagee's record inspection request, and the Board of Directors reserves the right to deem the disclosure of additional Books and Records as impairing the rights of privacy of the Association members, or the Association's lawful purposes.

## **Section 10. BOARD MEMBER CODE OF ETHICS, BEHAVIOR AND CONDUCT**

### **A. Ethical Rules**

1. Board members serve for the benefit of the entire Condominium community and shall strive to do what is best for the Association. Board members will use their best efforts to make decisions consistent with high principles, and to protect and enhance the safety of the residents and property value of the Condominium Units. Board members shall not use their positions as such for private gain or to promote personal agendas.

2. Board members shall not solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value from a person who is seeking a contractual or other business or financial relationship with the Association.

3. Board members shall not use Condominium resources, such as legal or financial resources, to enhance or protect their private interests.

4. Board members shall not seek preferential treatment by the Board, any of its committees, or any contractors or suppliers.

5. Board members shall not willingly misrepresent facts to advance a personal cause or influence the Condominium community to advance a personal cause.

6. Board members shall use their best efforts at all times to make reasonable, fair and unbiased decisions that promote equitable treatment of all Co-owners that are consistent with the Condominium Documents, and to be familiar with the Condominium Documents.

### **B. Standards of Behavior and Rules of Conduct**

1. Board members shall hold themselves to the highest standards and shall comply with the provisions of the Condominium Documents.

2. Board members shall work within the Association's framework and abide by the system of management established by the Board. The Board shall act upon decisions made, and Board members shall not act unilaterally or contrary to such decisions. To that end, Board members shall not seek to have a contract implemented that the Board has not approved, nor promise anything not approved by the Board to any contractor, supplier or otherwise.

3. Board members shall conduct themselves at all meetings, including Board meetings, Association meetings and committee meetings, in a professional and businesslike manner. Personal attacks against other Board members, Co-owners, residents, officers, management or guests are not consistent with the best interests of the Condominium and will not be tolerated. Language at meetings shall be maintained at a professional level. Though differences of opinion are inevitable, they must be expressed in a professional and businesslike manner.

4. Board members shall maintain the confidentiality of all legal, contractual, personnel, and management matters involving the Association, and shall not disclose or disseminate this information to third-parties, be it other Co-owners or otherwise, without the Board of Directors' prior written approval. Board members shall also maintain the confidentiality of the

personal lives of other Board members, Co-owners, residents and management, and shall maintain the confidentiality and not disclose or disseminate to third-parties any documents, books, or records specific to an individual Co-owner or Unit, including but not limited to violation notices, delinquencies, leases, payment histories, disability-related information, copies of payments, or applications and related documents submitted in connection with any modification or alteration to a Unit, any records for which the disclosure would violate a law or impair the rights of another, or any records that have not yet been reviewed by the Board or are preliminary.

5. Board members shall immediately disclose to the Board any perceived or potential conflict of interest regarding any aspect of the Association's business operations.

6. Board members shall refrain from defaming anyone in the Condominium. Board members shall not engage in defamation of any other Board member, Co-owners, resident, management agent, contractor or guest.

7. Board members shall not harass, threaten, or otherwise attempt to intimidate any other Board member, Co-owners, resident, management agent, contractor or guest.

8. Board members shall not interfere with the duties of management or any contractor executing an Association contract. All communications with contractors must go through one designated Board Member or management, or must otherwise be in accordance with Board policy.

## **Section 11. SOLAR ENERGY POLICY STATEMENT**

### **BACKGROUND**

The Board of Directors of Wabek Fairways West II Condominium Association (the “Association”) adopts this Solar Energy Policy Statement (“Policy”) on the \_\_\_ day of \_\_\_\_\_, 2026. This Policy establishes guidelines for the replacement, maintenance, installation, or operation of Solar Energy Systems by Association Members (defined below), in compliance with the Homeowners’ Energy Policy Act (Public Act 68 of 2024) (the “Act”).

### **I. DEFINITIONS**

**A.** “Common Area” means a portion of a building, land, or amenities owned or managed by the Association that is generally accessible to all Members including, without limitation, roadways, certain open areas, and sidewalks.

**B.** “Energy Saving Improvement or Modification” means and includes, but is not limited to, clotheslines, air source heat pumps, ground source heat pumps, insulation, rain barrels, reflective roofing, energy efficient appliances, solar water heaters, electric vehicle supply equipment, energy-efficient windows, and energy-efficient insulation materials.

**C.** “Governing Documents” means the Association’s Master Deed, Bylaws, and rules and regulations, all as may be amended.

**D.** “Limited Common Element” refers to any area of the Condominium which is defined as a Limited Common Element under the Governing Documents.

**E.** “Member” means a Co-owner of a Unit within the Condominium.

**F.** “Shared Roof” means a roof that serves more than one Unit, including, but not limited to, a contiguous roof that serves adjacent Units.

**G.** “Solar Energy System” means a complete assembly, structure, or design of a solar collector or solar storage mechanism that uses solar energy for generating electricity or heating or cooling materials.

### **II. ENERGY SAVING IMPROVEMENTS OR MODIFICATIONS**

**A.** Energy Savings Improvements or Modifications within a Unit or within a Unit’s Limited Common Elements. Any provision in the Association’s Governing Documents that prohibits or requires approval for the replacement, maintenance, installation, or operation of Energy Saving Improvements or Modifications within their Unit or the Unit’s Limited Common Elements is invalid and unenforceable. Members are not required to request or obtain approval from the Association to install an Energy Saving Improvement or Modification within their Unit or Limited Common Element areas.

**B. Auxiliary Changes.** Members are not required to obtain Association approval for auxiliary changes needed for the installation of Energy Saving Improvements or Modifications located within their Unit or Limited Common Element areas.

**C. Prohibition of Modification or Alteration to Common Element Electrical Systems, or within Common Areas or on a Shared Roof.** Members are prohibited from modifying or altering the Common Element electrical system serving the Co-owner's Unit or Limited Common Element areas without first obtaining the Board's prior written approval. Members are also prohibited from installing Energy Saving Improvements or Modifications within any Common Area or on any Shared Roof without first obtaining the Board's prior written approval. The Board has the right to refuse to approve any proposed Energy Savings Improvement or Modification installed in any of these areas that is not suitable or desirable in its opinion for aesthetic or any other reason.

### **III. SOLAR ENERGY SYSTEMS**

**A. Application Process for Solar Energy Systems.**

**1. Application Required.** The Condominium contains Common Areas and Shared Roofs. A Member desiring to install a Solar Energy System requiring modification of a Limited Common Element, Common Area, or Shared Roof shall submit a written application to the Association prior to installation. The written application must include all of the following information:

- (a)** The Member's name.
- (b)** The street address of the location where the Solar Energy System will be installed.
- (c)** The name and contact information of the person that will install the Solar Energy System.
- (d)** An image that shows the layout of the Solar Energy System on the Member's residence or Unit.
- (e)** A description of the Solar Energy System to be installed.

**2. Time Frame for Approval or Denial.** The Board must approve or deny the Member's request to install a Solar Energy System within the Unit's Limited Common Elements within 30 days after receipt of the written application. The criteria for denial are described in Section III(B) below. If the Board fails to approve or deny the Member's application within 30 days of receipt, the Member may proceed with the installation of the Solar Energy System within the Unit's Limited Common Elements. This Section 2 does not apply to Common Areas or Shared Roofs.

**3. Application Resubmittal.** A Member may resubmit a written application to install a Solar Energy System within the Unit's Limited Common Elements which was submitted

to and denied by the Board before the effective date of the Act. On receipt of the resubmitted written application, the Board shall reevaluate the application under the Act. This provision does not apply to Common Areas or Shared Roofs.

4. Approval of Individual Members not Required. The approval of any individual Member including any Member owning a Unit adjacent to the applying Member is not required to approve a Member's application to install a Solar Energy System within the Member's residence or Unit.

5. Compliance with Policy and Act. The Board will review applications based on compliance with this Policy and the Act.

6. Application Fee. The Association may charge a reasonable fee for reviewing written application requests for the installation of a Solar Energy System, which fee shall not exceed that amount established for review of any other request for modification/alteration of the residence or Unit.

7. Prohibitions on Association. In reviewing an application for installation of a Solar Energy System, the Association will not do any of the following:

- (a) Inquire into a Member's energy usage.
- (b) Impose conditions that impair the operation of a Solar Energy System.
- (c) Impose conditions that negatively impact any component industry standard warranty.
- (d) Require post-installation reporting.
- (e) Require a fee for submitting an application to install a Solar Energy System above that which it assesses for other applications related to a change to the property.
- (f) Prohibit a Member from resubmitting a written application to install a Solar Energy System after a written application submitted after the effective date of this Act was denied by the Association.
- (g) Deny a Member's application to install a Solar Energy System because of the identity of the entity that owns the Solar Energy System or the financing method chosen by the Member.

**B. Installation of Solar Energy Systems in General**

1. Common Areas or Shared Roofs. This Section B does not apply to Common Areas or Shared Roofs.

2. Criteria for Denial or Removal. The Board may deny an application to

install a Solar Energy System or require the removal of a Solar Energy System if one or more of the following apply:

(a) A court has found that the installation of the Solar Energy System violates a law.

(b) The installed Solar Energy System does not substantially conform with the Member's application to install the Solar Energy System as approved by the Board.

(c) The Board has determined that the Solar Energy System will be installed on the roof of a residence of the Member requesting installation and one or more of the following apply: (a) the Solar Energy System will extend above or beyond the roof of that home by more than six (6) inches; (b) the Solar Energy System does not conform to the slope of the roof and has a top edge that is not parallel to the roof line; (c) the Solar Energy System has a frame, support bracket, or visible conduit or wiring that is not silver, bronze, or black tone that are commonly available in the marketplace.

(d) The Board has determined that both of the following apply: (i) the Solar Energy System will be installed in a fenced yard or patio rather than on the roof of a home; and (ii) the Solar Energy System will be taller than the fence line.

3. Location Preferences. Although not required, the Board prefers that Members minimize the visibility of Solar Energy Systems from the roadway that fronts the Member's Unit and from outside the Unit to the extent possible.

4. Color Preferences. Although not required, the Board prefers that the Solar Energy System and mounting system be compatible in color to the established roof materials.

5. Requirements. A Member shall comply with state and local building codes and permit requirements in the replacement, maintenance, installation, or operation of an energy-saving improvement or modification or the installation of a Solar Energy System.

6. Maintenance, Repair, and Replacement. Members are responsible for maintaining, repairing, and replacing their Solar Energy System and Members shall ensure their Solar Energy System remain in good condition and repair and in compliance with all applicable State and local building codes and permit requirements. Any replacement Solar Energy Systems or components must comply with this Policy.

7. Conform to Policy Statement. Any proposed Solar Energy System installation must conform to the terms of this Policy Statement.

C. Installation of Solar Energy Systems in Common Areas or on Shared Roofs. Notwithstanding any other provision contained in this Policy including, without limitation, the provisions contained in Section B above, no Member may install a Solar Energy System in a Common Area or on a Shared Roof without first obtaining the Board's prior written approval. The Board has the right to refuse to approve any proposed Solar Energy System installed in any of these areas that is not suitable or desirable in its opinion for aesthetic or any other reasons.

**Section 12. MAINTENANCE MATRIX**

# Wabeek Fairways West No. 2

A = Association

C = Co-owner

**PLEASE NOTE: This Summary is effective upon the recording date of the Second Amended and Restated Consolidating Master Deed and is prepared for convenience of reference only. It does not supersede or alter any statements of duty appearing in the Association's governing documents. In the event of contradiction, the governing documents will control. Additionally, there are some exceptions that may apply to these generalized statements of duties per the governing documents. Legal counsel must be consulted for certainty of duties based on the factual situation involved.**

ITEM	MAINTAIN	REPAIR	REPLACE
<b>Air Conditioners and related equipment and accessories</b>	C	C	C
<b>Animal/Pest Removal</b>			
Inside the Unit	C	C	C
On the common elements	A	A	A
<b>Appliances and equipment within a Unit and supporting hardware and equipment</b>			
Air cleaner	C	C	C
Alarm systems	C	C	C
Dishwasher	C	C	C
Dryer venting and related ductwork	C	C	C
Fireplaces, flues and dampers	C	C	C
Furnace, related ductwork, and flue	C	C	C
Garbage disposal	C	C	C
Hot Water Heaters	C	C	C
Humidifier	C	C	C
Intercoms	C	C	C
Microwave	C	C	C
Range/oven	C	C	C
Refrigerator	C	C	C
Smoke and carbon monoxide detectors	C	C	C
Vent fans, covers, filters and related ductwork	C	C	C
<b>Balconies and all related improvements</b>	C	C	C
<b>Bike Paths</b>	A	A	A
<b>Cabinets, Counters, Trim, Shelves, Sinks, Floor Coverings (such as carpet, hardwood, tile) and Wall Coverings (such as paint, wallpaper, tile)</b>	C	C	C
<b>Construction</b>			
Attic construction (excluding insulation which is a co-owner responsibility)	A	A	A
Attic insulation	C	C	C
Address numbers (standard) on buildings	A	A	A
Basement finishes, including drywall	C	C	C
Basement floor slab	C	C	C
Caulking, exterior	A	A	A
Ceiling construction (not including drywall)	A	A	A
Ceiling coverings (e.g., paint)	C	C	C
Drywall (ceilings, interior walls, and perimeter walls)	C	C	C
Exterior brick	A	A	A
Exterior flashing	A	A	A
Exterior painting	A	A	A
Exterior siding	A	A	A
Exterior trim	A	A	A
Floor construction between Unit levels (including subfloors)	A	A	A
Floor coverings (e.g., carpet, hardwood, tile, etc.)	C	C	C
Foundations and supporting columns	A	A	A
Insulation installed by Developer, excluding attic insulation	A	A	A
Interior wall construction and interior drywall	C	C	C
Interior wall coverings (e.g., paint, wallpaper, etc.)	C	C	C
Interior trim	C	C	C
Perimeter wall construction (not including drywall)	A	A	A
Perimeter wall coverings (e.g., paint, wallpaper, etc.)	C	C	C
Roofs, gutters, and downspouts	A	A	A
Unit interior drywall including ceilings, interior walls, and perimeter walls	C	C	C
<b>Decks and all related improvements</b>	C	C	C
<b>Doors</b>			
Door-walls including frames, glass, seals, and hardware	C	C	C
Entry doors	C	C	C
<b>Driveways, including snow removal</b>	A	A	A
<b>Ductwork</b>	C	C	C
<b>Electrical</b>			
Doorbell	C	C	C

<b>Wabeek Fairways West No. 2</b>			
<b>ITEM</b>	<b>MAINTAIN</b>	<b>REPAIR</b>	<b>REPLACE</b>
Entire system, including common site lighting, and exterior light fixtures, up to the point of connection with, but not including, each Unit's electric panel	A	A	A
Interior doors	C	C	C
Pedestrian doors	C	C	C
Electrical lines, wires, outlets, switches, boxes, circuit breakers, panels, light bulbs, and fixtures from the point of connection with (and including) the Unit's electrical panel, as well as light bulbs within exterior light fixtures served by the Unit's electrical meter	C	C	C
Exterior light fixtures (not including bulbs)	A	A	A
<b>Entryway Signage and Related Improvements</b>	A	A	A
<b>Fireplaces</b>			
Construction and cap	A	A	A
Fire grate	C	C	C
Flues and dampers	C	C	C
<b>Furnaces, including related ductwork and flue</b>	C	C	C
<b>Garages</b>			
Garage door opener, remote, and all related hardware/equipment	C	C	C
Garage door including tracks, springs, rollers, and related hardware/equipment	A	A	A
Garage floor slabs	C	C	C
Garage perimeter wall construction and roof	A	A	A
Garage wall and ceiling drywall including paint	C	C	C
<b>Gas Distribution System</b>			
Entire system up to the line's first point of entry into the Unit	A	A	A
Gas lines, pipes, valves, and fixtures from the gas line's first point of entry into the Unit	C	C	C
<b>Generators</b>	C	C	C
<b>Hot Water Heaters</b>	C	C	C
<b>Irrigation System</b>	A	A	A
<b>Landscaping</b>			
Lawn areas	A	A	A
Landscaping improvements in lawn areas appurtenant to the Unit, including , flower beds, shrubbery, mulch beds, decorative stone or edging, pavers, planters, raised garden beds, and any other plantings or landscape features (Association has discretion to undertake trimming of bushes under fifteen feet located within these landscaping areas)	C	C	C
Landscaping improvements installed by Developer or Association in common areas	A	A	A
<b>Mailbox Stands</b>	A	A	A
<b>Patios and Courts</b>			
Developer/Association-installed privacy fences	A	A	A
Patio and court landscaping, and all related improvements, including kneewalls	C	C	C
Patio areas that are primarily lawn	A	A	A
<b>Porches, steps, and all related improvements, including snow removal</b>	C	C	C
<b>Roadways, including snow removal</b>	A	A	A
<b>Sanitary Sewer System</b>			
Entire system up to the point of connection with plumbing fixture traps located within a Unit (i.e. can be seen and serving only individual plumbing fixtures)	A	A	A
Plumbing fixtures, including plumbing fixture drain lines and traps serving individual plumbing fixtures, located within and serving the Unit	C	C	C
<b>Skylights including frames</b>	C	C	C
<b>Snow removal from driveways, roads, and concrete walkways</b>	A	A	A
<b>Storage Shed</b>	A	A	A
<b>Storm Sewer System</b>	A	A	A
<b>Sump Pumps and sump pump discharge lines</b>	C	C	C
<b>Telephone and Telecommunication Systems</b>			
Entire system up to but not including the junction or demarcation box that provides service to a Unit	Provider	Provider	Provider
Entire system from and including the junction or demarcation box that provides service to a Unit	C	C	C
<b>Walkways</b>			
Concrete walkways, including snow removal	A	A	A
Non-concrete walkways	C	C	C
<b>Water Distribution System</b>			
Entire system up to, but not including, the point of connection with supply lines and shutoff valves located within and serving individual plumbing fixtures located within a Unit	A	A	A
Plumbing fixtures located within and serving the Unit including rings, seals, washers, supply lines and shutoff valves located within the Unit and serving an individual plumbing fixture	C	C	C
Tub/shower caulking, grout, and pan	C	C	C
<b>Windows including screens, frames, locks, hardware, storms, and weather stripping</b>	C	C	C