

Huntington Park Condominium Association

Rules & Regulations

Preface

The purpose of this booklet is to acquaint the Co-owners of Huntington Park with our Rules and Regulations. These have been developed with three basic objectives in mind:

- First, as a homeowner, you have a right to privacy and the use of your property.
- Second, as a member of the Association, you have a responsibility to respect the rights and privacy of your neighbors and fellow Association members in their use of the Common Elements.
- Third, The Board has the duty of protecting and preserving the Community and its assets and aesthetics.

Condominium living is somewhat like an old-fashioned marriage -- for richer, for poorer, in sickness and in health. It may take some adjusting to accept the fact that your neighbor not only can, but will, insist on such things as: refraining from careless pet care, parking vehicle(s) in visitor parking or along the service roads, and obtaining proper approval from the Board of Directors to modify the exterior of your unit.

While some of the Rules and Regulations may seem restrictive to those moving from private homes, they are intended to protect your rights as a member of the Community and to keep the dollar value of your personal unit as high as possible. Violations of these rules will result in penalties established by your Board of Directors.

It should be clear that it is the responsibility of each Co-owner or resident to acquaint each member of their household, particularly children and young adults, of the value of observing these rules and regulations. These responsibilities are not an infringement of individual rights, but rather a common-sense approach to multi-dwelling living.

As a Co-owner, you are responsible for the general upkeep and appearance of your unit, as well as compliance with all Condominium Document and the City of Rochester Hills codes/ordinances. Instances of neglect and/or violation of the condominium documents may result in fines.

If everyone cooperates, we will all benefit by enjoying peaceful coexistence and a most desirable Community!

Modifications

Co-owners, their tenants or lessees, or those holding an interest in or possession of a unit **cannot make or permit:**

- Alterations in exterior appearance
- Structural modifications to their unit
- Changes in or on any of the Common Elements, limited or general

without the express prior written approval of the Board of Directors.

For written approval, a proposed modification must be submitted to the Board of Directors on an Alteration/Modification Form attached as **Exhibit "A"**. The Board of Directors reviews all properly submitted requests at a monthly Board meeting.

If the request to make a change, alteration or modification is approved by the Board of Directors, the Co-owner or person making such changes, alterations, or modifications, and any future owners of such units, are responsible for the upkeep, replacement and/or repair of these modifications or alterations. The Board of Directors may require that certain modifications or alterations be recorded with Oakland County.

If the request to make a change, alteration or modification is approved by the Board of Directors, the Co-owner or person making such changes, alterations, or modifications indemnify and hold the Board of Directors and the Association harmless from any and all losses or liabilities in connection with the change.

If a Co-owner or person makes a change, alteration or modification without the express prior written approval of the Board of Directors, the Board of Directors can and will request that the Co-owner or person remove, repair or replace the changes, alterations or modifications, and restore the premises to the original condition. The Association may, without liability, remove, repair, replace or make restoration when the Co-owner or person has failed to comply and charge back all expenses and costs incurred as an Assessment, including but not limited to attorney fees for failure to comply with any of the modification conditions listed within Condominium Documents.

TYPES OF MODIFICATIONS

Without The Necessity of Prior Approval of the Board Of Directors:

- Planting of annual and/or perennials on the deck or around your patio area.

- Installation of trellises on your deck or patio provided that the trellis is free standing, the height may not exceed 36".
- Decorative sculpture/pottery must not be offensive, must be on the deck or patio, and the height may not exceed 24".
- Display of the American Flag as follows:
 1. Co-owners may display the flag which should be 3'X5' feet or less. No free standing flag poles of any kind shall be permitted. The display must be in accordance with "FLAG LAWS AND REGULATIONS." A copy of the pertinent portions is attached as **Exhibit "B"**.
 2. After display of the American Flag has begun, it is the responsibility of the Co-owners and residents to adhere to the Flag Laws. Co-owners and resident will also assume responsibility for maintenance of the flag and its attachments, as well as any damage to the Common Elements caused by the display.
- Temporary installation of modest exterior Christmas lights is permitted. Displays may be installed on November 1st but not lighted until November 16th. All decorations must be removed by January 15th of the following year. The Board may require removal of offensive, excessive or intrusive displays.

You will be held responsible for any damage that may occur when you display exterior decorations. This includes, but is not limited to, any damage to shrubs, painted surfaces, moldings, aluminum siding, brick surfaces, windows or doors.

The Association and its agents are not responsible for any loss or damage to your exterior decorations, nor for any injuries you may sustain while putting up or removing such decorations.

- Installation of satellite dishes as follows:
 - A. Notice of Installation
 1. A Co-owner desiring to install a satellite dish must complete a Notice form and submit it to the Board of Directors for their approval in care of the property management company at least 30 days prior to installation, see attached **Exhibit "C"**.

The co-owner must attach a drawing of what will be installed when

submitting the Notice for Installation to the Board of Directors. If installation is to be done by a contractor, information as required in **Paragraph B (8)** must also be submitted.

B. General Provisions

1. Installation of satellite dishes larger than one meter or antennas designed for transmission only is prohibited. Exterior antennas designed to receive TVBS signals must be located inside the attic.
2. Co-owners are responsible for satellite dish maintenance, repair and replacement, and the correction of any safety hazard. If dishes become detached, Co-owners must remove the dish or repair the detachment within 48 hours of the detachment. If the detachment threatens safety, the Association may remove dishes at the expense of the co-owner immediately, and without liability to the Co-owner. Co-owners are responsible for satellite dish repainting or replacement if the exterior surface of satellite dish deteriorates.
3. The satellite dish installation cannot interfere/disrupt/block existing underground utilities, sprinkler systems, down spouts, exterior water spigots for common use, access to or exit from a unit, sidewalk, or other Common Elements. The Co-owner must call Miss Dig prior to installation.
4. Satellite dishes must be installed and secured in compliance with all applicable city and state laws and regulations, and manufacturer's instruction. Co-owners, prior to installation, shall provide the Association with a copy of any applicable governmental permit.
5. The Co-owner shall indemnify and hold the Association harmless for all actions of whatsoever kind and nature involving installation, use and removal of the satellite dish, including:
 - a. Payment of medical expenses of persons injured by satellite dish installation, maintenance, or use;
 - b. Reimbursement to other residents for damage caused by satellite dish installation, maintenance or use;
 - c. Repair of damage to any property caused by satellite dish installation, maintenance or use;
6. The Co-owner must remove the satellite dish when the unit is sold

and return the Common Elements to as near as practicable the original condition unless:

- a. The unit purchaser also purchases the satellite dish, receives a bill of sale for the purchase, and agrees to assume all responsibility for the satellite dish, mounting and screening, and assume the other terms and conditions of original installation, or
 - b. The purchasing Co-owner owns a satellite dish, uses the existing approved mounting and screening, and agrees to assume all responsibility for the terms and conditions of original installation.
7. Any changes or upgrades to an installed existing satellite dish must be submitted to the Board of Directors with an additional notice of installation.
 8. Any installer other than the Co-owner must provide the Association with an insurance certificate listing the Association as an additional insured prior to installation. Insurance shall cover the contractor's General Liability, including completed operations; and Workers Compensation. Contractors are not permitted to bring any vehicles on the lawn areas.
 9. Satellite dishes must be secured as necessary to preserve the soundness and safety of any structure and the safety of any person at or near the satellite dish, and must be permanently grounded.
 10. Satellite dishes shall be no larger than one meter nor be installed higher than is necessary for reception of an acceptable quality signal.
 11. Installations must take aesthetic considerations into account.
- C. Location
1. Satellite dishes must be installed in the Co-owners' unit or on the Co-owners' Limited Common Elements as defined in the Amended and Restated Master Deed and Bylaws as amended. **See Exhibit "C"**
 2. Satellite dishes must not encroach upon any General Common Elements, any other Co-owner's individual unit or Limited Common Element, or the air space of another Co-owner's Limited Common Element.

3. To the extent practicable, satellite dishes should be located in a place shielded from view from outside the Community and from other units.
4. Access to the sides of the buildings must remain clear for grounds and building maintenance and repair.
5. If satellite dishes are installed on property that is maintained by the Association, the Co-owner retains responsibility for maintenance. Satellite dishes must not be installed in a manner that will result in increased maintenance cost for the Association or for other Co-owners. If increased maintenance or damage occurs, the Co-owner is responsible for all such costs. If maintenance requires the temporary removal of satellite dishes, the Board of Directors will provide the Co-owner with 10 days written notice. The Co-owner is responsible for removing or relocating satellite dishes before maintenance begins and replacing them afterward. If satellite dishes are not removed in the required time, then the Board of Directors may do so, at the Co-owner's expense. The Association is not liable for any damage to satellite dishes caused by the removal.

WITH PRIOR APPROVAL:

Remember: You must submit a written request to the Board of Directors using the Request for Alteration/Modification form **Exhibit "A"** (in this Booklet) and receive the written approval of the Board of Directors before beginning installation.

- Modifications requested by persons with disabilities are subject to a different set of requirements. Please review Article IX, Section 3 of the Condominium Bylaws (amended 2006.)
- Specifications have been established for replacements of windows, window casings, frames, doorwalls and doors. These specifications are available from the Property Manager and Requests for Replacement must comply with the specifications.
- All requests for replacements, removals, or additions to the landscaping, including placement of lawn ornaments and sculptures must be forwarded to the Board for consideration.
- Permanent generators are allowed as long as the co-owner adheres to **Exhibit "F"** which is found on page 23 of this book.

Pets

No pets are allowed at Huntington Park unless you have obtained the prior written approval of the Board of Directors. Any approved pet must be maintained as required by the Condominium Bylaws and must be listed on the Emergency Information Form, see **Exhibit "D"**.

- Only domesticated dogs, cats and birds are allowed. Savage or dangerous animals, reptiles and livestock are not allowed.
- Commercial kenneling and the raising of any animal for profit is prohibited.
- Your pet must be attended by a responsible person at all times, and must not be allowed to run loose or roam. You must keep your pet on restraint (collar and leash) at all times when outside of your unit. You may not tie or attach the restraint to any part of the building, utility meters, lights, utility lines, etc.
- You are responsible for the immediate removal and proper disposal of your pet's waste.
- Pet waste and cat litter must be secured in a plastic bag and properly disposed of. Loose litter and waste may not be dumped in trash receptacles.
- You will be billed for all replacement costs if your pet damages shrubs, lawns, trees, etc.
- You are responsible for the care of your pet so that your pet is not obnoxious because of noise, odor, unsanitary or unsafe conditions, or nuisance.
- You are responsible for complying with any and all local and state regulations relating to household pets, such as vaccinations, license tags, etc.
- For your pet's protection, you should always keep a collar and identification tag (with your name, address and phone number) on your pet.

Any person who causes or permits an animal to be brought or kept on condominium property shall indemnify and hold the Association harmless for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the condominium premises.

Complaint and Fine Procedure

Co-owners are strongly encouraged to amicably resolve their differences amongst themselves without the involvement of the Board of Directors.

Violations of any provisions of the Amended and Restated Master Deed, Condominium Bylaws, and the Rules and Regulations of the Association, including provisions within this handbook, will subject the violator(s) to this complaint and fine procedure (**see Exhibit "H"**).

1. If you witness or have knowledge of a violation, you must complete, sign and forward a Complaint Form to the management company so that the Board of Directors may investigate and make a determination of the matter. See attached Complaint Form **Exhibit "E"**.
2. The Complaint Form must contain the date of the alleged offense or violation, the nature of the alleged offense or violation, the alleged perpetrator(s) or responsible person(s) or vehicle, the time of incident(s) and any other relevant information. You must sign and date the Complaint Form, and then forward it to the Property Manager within 30 days of the date of the alleged offense or violation.
3. The Board of Directors will determine whether to
 - Take Action, or
 - Schedule a Formal Hearing
4. If the Board of Directors decides that formal action is required, written notices will be sent to you (as the complainant) and to the alleged offender to verify receipt of the complaint and request contact from both you and the alleged offender to evaluate the nature, existence and extent of the offense or violation. You will be advised that a formal hearing will necessitate your appearance before the Board of Directors to testify about the alleged violation. The alleged offender will be advised that they may cross examine you and present witnesses or other evidence in their behalf.
5. The Board of Directors will attempt to settle the dispute if possible and dispose of the complaint. If the complaint cannot be settled by agreement of all concerned, the Board will proceed with a Formal Hearing.
6. At the Formal Hearing, the Board of Directors will listen to all pertinent witnesses and review all relevant material and evidence presented. The Board will make a determination as follows:

Responsible: Meaning that the offense or violation did occur and that the alleged offender is responsible for the offense or violation; or

Not Responsible: Meaning that either the offense or violation did not occur and/or the alleged offender is not responsible for the offense or violation; or

Not Justifiable: Meaning that the allegation of an offense or violation is unwarranted.
7. If the Board finds the alleged offender Responsible, then:
 - A. The offense will be noted in the offender's file, and
 - B. If it is the first offense of that type, a formal warning letter will be issued.

- C. If it is the second offense of that type, a fine of \$50.00 will be levied and assessed against the offender and noted against the responsible Co-owner's unit.
- D. If is the third offense of that type, a fine of \$100.00 will be levied and assessed against the offender and noted against the responsible Co-owner's unit.
- E. Subsequent offenses of the same type will incur a \$500.00 fine.

All fines are payable with the next monthly assessment payment. If not paid, fines may be assessed and collected as assessments.

- 8. If the Board finds that the alleged offender is Not Responsible, then the dismissal or no action will be noted in the offender's file and that of the responsible Co-owner.
- 9. If the Board finds that the allegation is Not Justified, then the matter will be dismissed without any notations except:
 - If your complaint appears to be abusive, vindictive or harassing in nature, the Board may levy and assess a fine against you in the amount of \$50.00 for the first offense, \$100.00 for the second and \$500.00 for any subsequent offenses.

Note: This procedure is not deemed an election of remedies and the Board of Directors is not precluded from pursuing any and all other action it deems necessary, including litigation. Written notice of warning letters and/or fines will only be issued to all parties upon actions determined by the Board of Directors.

For purposes of determining the gradation of the warning or the amount of fine, the offense/violation must have occurred within a 12 month period.

This fining system (**see Exhibit "H"**) applies to any alleged violation or non-compliance with the provisions of the Condominium Documents without prejudice or interpretation as a bar to the Association's rights to pursue other or additional remedies.

Grounds Maintenance:

Lawn maintenance is provided by an approved contractor who is responsible for cutting and edging all lawn areas. Lawn and grounds maintenance include:

Type of Service	When Performed
Lawn Mowing	Once per week
Lawn Edging	As Needed
Lawn and Tree Spraying	As needed. Notices are to be posted on lawns after spraying.
Shrub Trimming	As Needed
Tree Trimming	As needed.

You are responsible for all maintenance of any plantings for which you have received approval to plant. This includes planting, watering, weeding, removal of dead or diseased flowers and shrubs, and trimming of shrubs.

- You are responsible for removing your possessions from the lawn areas so that your items are not damaged or lost while maintenance crews are working.
- An automatic lawn sprinkler system is maintained by the Association. Contact the Property Manager if the sprinklers are not properly working.
- The appearance of the condominium is important both for community pride and resale value. Please help by picking up loose trash, pulling weeds and keeping your area uncluttered.
- After a snowfall of 1 ½" or more, the Common Elements will be cleared in the following order:
 1. Streets
 2. Parking Areas
 3. Sidewalks and Porches
- You are responsible for moving your vehicle(s) to facilitate the plowing and removal of snow and ice in the streets and parking areas. If you do not move your vehicle(s), your area may not be plowed.
- Contact the Property Manager if you have any problems or questions.

Signs

Commercial and "garage sale" signs and other advertising devices are not permitted and cannot be displayed if they are visible from the exterior of a unit, or are posted on Common Elements.

Realtor "open house" directional sign(s) may be placed upon condominium grounds not earlier than one hour prior to an open house, and must be removed within one hour after the open house is over. You are responsible for ensuring your realtor complies with all regulations relating to the use of signs on condominium property.

Grilling

You may not cook, grill or barbecue anywhere on the General Common Elements. For safety reasons, you may not grill or barbecue inside your unit or garage. Grilling and barbecue is limited to your patio or deck.

Any person who grills or barbecues accepts all responsibility in connection with such.

Garage Sales and Estate Sales

"Garage" sales are not permitted at Huntington Park.

The personal representative ("executor") of your estate may conduct an estate sale provided that the sale is conducted solely within the interior of your unit. No estate sale signs are allowed in the Community, any sale must be held on a Saturday or Sunday between the hours of 1:00 – 4:00 p.m.

Firearms, Other Weapons and Fireworks

As a Co-owner, you are responsible for ensuring that your family and household members, guests, tenants, vendors or other invitees do not use or permit the use of:

- Firearms
- Air Rifles
- Pellet Guns
- B-B Guns
- Archery Equipment
- Paint Ball Guns
- Slingshots or
- Any other similar dangerous weapon, projectile or device.

The use of fireworks in, upon or about Huntington Park is absolutely prohibited.

Vehicle Regulations

You are responsible for complying with all vehicle regulations, which include:

- Co-Owner(s) must park a vehicle in the garage. A second vehicle may be parked in the visitor parking, subject to Board review. A Co-owner(s) cannot use Common Element parking spaces for more than 48 hours without the prior written approval of the Board of Directors. **(See Exhibit "G")**
- There will be no parking of vehicles on the Common Elements (such as lawn).
- Vehicles may not be parked in such a manner or place as to impede, interfere with or obstruct the view of drivers, the flow of traffic, the walkways of pedestrians, or to interfere with or fail to cooperate with snow removal, lawn services or other contracted or emergency services.
- Co-owner(s) may not park motorcycles, mini-bikes, motor scooters, mopeds, motor-driven cycles, snowmobiles, all-terrain vehicles, go-carts or any other motor-driven vehicles on a sidewalk, porch or patio or anywhere inside a unit. All such vehicles must be parked in the unit garage with the door closed.

Unless otherwise posted, the speed limit within the condominium premises is 15 miles per hour. Operators of vehicles will not exceed the speed limit and should drive slower when conditions dictate.

Owners and operators of vehicles shall comply with the Michigan Motor Vehicle Code.

No vehicle will be permitted to be operated, stored or continually parked upon the condominium premises unless the vehicle is:

- Owned or operated by a co-owner or a member of the co-owner's immediate household or properly registered tenants, lessee or vendees and is insured.
- In operable running condition, with current tabs or plates and state registration, and without excessive noise or any discharge of fluids or excessive emissions.

Vehicles not in compliance will be subject to immediate removal from the condominium premises without liability to the Association at the expense of the Co-owner determined responsible.

A written notice will be sent to the co-owner 48 hours prior to the removal of the vehicle(s) to allow the co-owner to remove the vehicle(s). The return of any such vehicle removed will result in an immediate removal of the vehicle(s) without notice and at the expense of the co-owner determined responsible.

Inoperable or unlicensed vehicles are prohibited in the community or on the Common Elements or in garages.

- You are responsible for ensuring that your guests, visitors, tenants, agents, licensees, vendees and any other invitee comply with all vehicle regulations.
- Illegally parked vehicles are subject to immediate towing or fine or both without liability to the Association or its Board of Directors. Any costs and fines will be charged back to the responsible unit. The Association and its Board of Directors will not be responsible for any damage occurring to the vehicle or any liabilities, losses or claims of any cause or nature while upon the condominium premises or during towing or storage.

Campers, trailers, trucks with camper tops, mobile homes, boats, snowmobiles, all-terrain vehicles and any and all other recreational vehicles, whether your own or your guest's, if unable to be parked in the unit garage with the door closed, must be stored and parked off-site from the property. For the purpose of loading prior to and unloading returning from vacation, recreational camping vehicles and house trailers may be in the condominium for a period not greater than 24 hours.

For loading or unloading purposes, you must park in visitor parking and not on the street.

You may wash your vehicle while it is parked in your driveway. Non-residents may not wash their vehicles while on the condominium premises.

Overnight parking on any service road in the Community is prohibited except as may be approved in writing by the Board of Directors.

Co-owner(s) may perform small routine maintenance tasks on your car inside your garage, such as adding fluids and oil, changing tires, etc.

You may not perform major maintenance tasks or repairs on your car, such as engine tune-ups, brake jobs, body repair, etc.

The owner or operator of any vehicle stored, parked or operated in the premises shall be deemed to have accepted all responsibility for insurance coverage for vehicles so used, and shall indemnify and hold the Association, its Board of Directors and its agents free and harmless from any and all liabilities, losses or claims of any cause or nature by reason of such entry, operation or parking upon the premises.

Assessments

Association assessments are due the first day of each month, and must be received no later than the 15th day of each month. A late fee of \$25.00 will be charged for all fees received after that. The management company will initiate collection action ranging from written notification to litigation.

Note: Sometimes Co-owners and residents may think they can withhold all or part of their Association assessment because of alleged deficiencies in services provided.

Please be advised that there is no legal basis for such action. Further, withholding Association assessments will cause deterioration of services and is unfair to your fellow Co-owners.

Service problems or complaints should be brought to the attention of our management company. You may call the property manager, but you should also follow up this call in writing.

Several forms are included in this booklet for your use: there is a Request for Alteration/Modification Form **Exhibit "A"**, American Flag Display **Exhibit "B"**, Satellite Dish Form **Exhibit "C"**, Emergency Contact Form **Exhibit "D"**, and a Complaint Form **Exhibit "E"**. Additional copies of these forms can be obtained by contacting AML or going on the internet to the AML website www.amicondos.com

Property Damage

As a Co-owner, you are responsible for any and all damages to common and limited Common Elements caused by:

- Yourself
- Your family and other household members
- Tenants
- Visitors
- And any other person on the premises at your express or implied request.

Property damage includes, but is not limited to, the destruction, defacement or vandalism of:

- Building exteriors
- Common Elements
- Fences
- Streets and street lights
- General landscaping, such as trees, shrubs, sprinkler system, utilities, and mailboxes, and
- Any other property located on or in Huntington Park.

Violators will be held responsible and properly assessed for the actual costs for the replacement and/or repair of damaged property.

Storage

You may not use a patio and/or deck as a storage area or for hanging laundry.

You may, however, temporarily store seasonal furniture and/or equipment on your patio, deck or courtyard during the period of seasonal use. Items fitting this description include:

- Seasonal patio furniture
- Containers holding planted flowers

You may not allow such seasonal storage to become unsightly or hazardous. The Association is not responsible if such items are damaged or stolen.

Trash Removal

- Trash should not be placed at the curb for pick-up prior to 6:00 p.m. the evening before the scheduled day.
- You are responsible for putting your household rubbish in a securely fastened plastic bag for placement in your trash receptacle. You may not use paper bags.
- It is recommended that newspapers and magazines should be securely tied or bagged and placed in the recycle bin.
- Cartons and boxes must be broken down and flattened before being placed out for trash collection.
- You may not store rubbish of any kind anywhere outside of your unit.
- You must place all rubbish inside your trash receptacle.
- You are responsible for contacting the appropriate disposal authority for the disposal of large items (such as appliances, water heaters, old carpeting, furniture, etc.). You must secure large items to keep children safe (remove refrigerator and freezer doors, tape or securely tie oven/washer/dryer access doors, remove or bend down nails, etc.)

- Do your part to keep Huntington Park clean: if you see loose debris or rubbish, please pick it up and properly dispose of it.
- To help reduce the amount of waste going to landfills, you are encouraged to use your garbage disposal for the disposal of food items and to recycle other items whenever possible.

Lease of a Unit

As a Co-owner, you may lease your unit for single family residence only if you receive the prior written approval of the Board of Directors. The lease must be one year in length.

No rooms in a unit may be rented and no tenant shall be permitted to occupy except under a lease.

To lease your unit, you must furnish the Board with:

- Name of your tenant and tenant's household members,
- Date of occupation of your unit and termination date,
- Address, unit number and phone number of your tenant,
- Your address and phone number, and
- A copy of the lease agreement signed by you and your tenant.

The lease agreement must include:

- Designated voting representative for your unit,
- Signed acknowledgment that both you and your tenant are responsible for and will comply with all Condominium Documents and that the co-owner has provided a copy of all of the condominium documents, including Rules & Regulations.

Further, all leases must include:

- Provisions that acknowledge, promise and require tenants, members of their household, guests, licensees, and invitees to comply with all Condominium Documents, State and Local laws, or Ordinances and Regulations;
- Provisions that the Co-owner acknowledges responsibility for all actions of the tenants, guests and any other non-co-owner occupants, including penalties for violations of the Condominium Documents and the tenant is subject to eviction if the tenant violates the provisions of the Documents.
- A completed Emergency Information Form, see Exhibit "D".

- Provisions that the Co-owner and the Tenant/Occupant acknowledge covenant and agree the Association may proceed directly against the Tenant/Occupant for any action, including Summary Proceedings in the event that the Co-owner fails to cure any defaults, violations or breaches of the Condominium Documents.
- Provisions that the Co-owner and Tenant/Occupant acknowledge, covenant and agree that if the Co-owner is in arrears to the Association for assessments, the Association may demand in writing that assessment arrearages be deducted from the Tenant/Occupant to the Co-owner and that the Tenant/Occupant after receiving written notice shall deduct from the rental payments due the Co-owner, the arrearage and future assessments as they fall due and pay them to the Association. The deduction shall not be a breach of agreement by the Tenant/Occupant;
- The Tenant/Occupant and/or Co-owner acknowledges and agrees that the Tenant/Occupant has received and reviewed a copy of all the Condominium Documents; including the Rules & Regulations.
- The Co-owner requires the Tenant/Occupant to carry insurance for personal property and personal liability and provide copies of such insurance to the Association.
- The Co-owner is required to notify the Association when the tenant takes occupancy of the unit. This notification can accompany a copy of the insurance coverages, which the Tenant is required to carry.
- The Co-owner is required to notify the Association when the tenant moves out.
- If the Co-owner or Tenant/Occupant fails to comply with any of the above requirements a two-hundred dollar (\$200.00) fine will be levied against the Co-owner.
- Provisions that the tenant indemnifies and holds the Association harmless for any condition of the Common Elements, or damages resulting therefrom.

Exhibit "A"

REQUEST FOR ALTERATION/MODIFICATION

The undersigned Co-owners of _____ Condominium Unit Number _____, Address _____, make application to and request approval from the Board of Directors for the following alterations and/or modifications to the Common or Limited Common Elements or other variance as described in this application.

We agree to and acknowledge the following:

- A. We will not make any alterations and/or modifications or act contrary to the Condominium Documents until we have received a counter-signed approval from the Board of Directors for this request and will use only licensed contractors for the work to be performed. If permits are required from the local municipality, we will obtain them and provide a copy to the Association prior to installation.
- B. We will indemnify and hold the Board of Directors and the Association harmless for any damages or liabilities arising from the approval, construction, use, dismantling or allowance of this request.
- C. We agree to accept all responsibility for the use or maintenance of the installation, and to keep and maintain it in reasonable repair, use and good order, so that the installation does not detract from the general appearance or aesthetic value of the community.
- D. We agree to remove, repair or replace the installation upon the written request of the Board of Directors and to immediately restore any and all common or limited common elements which may have been affected by the use or allowance of the installation as nearly as reasonably practicable to the original condition. We understand and agree that if we do not maintain, remove, repair or replace this installation as requested by the Board of Directors, the Board may do so and charge all costs to us.
- E. We agree and acknowledge that this request is our free act and deed and approval of the Board of Directors is authorized by the Condominium Documents.
- F. We agree and acknowledge that the permission granted is a revocable license and that any other changes, alterations or modifications, including this one if revoked, require an additional written Request.
- G. We agree and acknowledge that the Board of Directors has not waived any rights under the Condominium Documents by the granting of this Request and that non-compliance or violation of the Condominium Documents may subject us to fines and/or Court action which will include costs, expenses, interest, and attorneys fees (not limited by Statute or Court Rule).
- H. We have attached two copies of all plans and specifications which we intend to use for any and all construction and/or maintenance related to the installation. The legal description of our unit is:
- I. We agree and promise to pay to the Association upon receipt of demand for payment, all reasonable costs, expenses and actual attorneys fees (not limited to statutory fees) incurred by the Association as a result of our breach or failure to comply with the conditions of this agreement.

Signed: _____
Co-Owner:

Date: _____

Signed: _____
Co-Owner:

Date: _____

RECORDING ALTERATION/MODIFICATION WITH OAKLAND COUNTY

When the Board of Directors requires an alteration/modification be recorded with Oakland County, this section of the Alteration/Modification form must be completed.

Subscribed and sworn to before me this _____ day of _____, 200____.

_____, Notary Public

State of Michigan, County of _____

My Commission Expires: _____

Acting in the County of _____

Approved: _____ Condominium Association
Board of Directors

By: _____

Its: _____

Date: _____

Note: You should receive a countersigned approval copy of your plans and specifications with this approval. If you do not receive it, you must contact the Board **PRIOR TO** beginning work.

When recorded return to:
Huntington Park Condominium Association
c/o Association Management Inc.
47200 Van Dyke
Shelby Township, MI 48317

You must include copies of Proposed Plans and Specifications, including without limitation: diagrams, descriptions, dimensions, nature or type of materials, finish of materials, and color schemes, to your request.

Exhibit "B"

Excerpted from: "Our Flag"

FLAG LAWS AND REGULATIONS

Title 36, Chapter 10 - PATRIOTIC CUSTOMS

173. Display and use of flag by civilians; codification of rules and customs; definition

The following codification of existing rules and customs pertaining to the display and use of the flag of the United States of America is established for the use of such civilians or civilian groups or organizations as may not be required to conform with regulations promulgated by one or more executive departments of the Government of the United States.

174. Time and occasions for display

A. It is the universal custom to display the flag only from sunrise to sunset on buildings and on stationary flagstaffs in the open. However, when a patriotic effect is desired, the flag may be displayed twenty-four hours a day if properly illuminated during the hours of darkness.

B. The flag should be hoisted briskly and lowered ceremoniously.

C. The flag should not be displayed on days when the weather is inclement, except when an all weather flag is displayed.

D. The flag should be displayed on all days especially on New Year's Day, January 1; Inauguration Day, January 20; Lincoln's Birthday, February 12; Washington's Birthday, Third Monday in February; Easter Sunday (variable); Mother's Day, Second Sunday in May; Armed Forces Day, third Saturday in May; Memorial Day (half-mast until noon); the last Monday in May; Flag Day, June 14; Independence Day, July 4; Labor Day, First Monday in September; Constitution Day, September 17; Columbus Day, Second Monday in October; Navy Day, October 27; Veteran's Day, November 11; Thanksgiving Day, Fourth Thursday in November; Christmas Day, December 25; and such other days as may be proclaimed by the President of the United States; the birthdays of States (date of admission); and on State Holidays.

Exhibit "C"

**HUNTINGTON PARK CONDOMINIUM ASSOCIATION
SATELLITE DISH POLICY**

This policy is designed to meet the Telecommunication Act of 1996 in regards to condominium owners installing a satellite dish for television and/or internet service. This policy allows Huntington Park Co-owners to install a satellite dish provided the following policy is strictly adhered to. This policy is in place to protect Common Elements from damage and to maintain the co-owners investment.

1. Co-owners that want to install a satellite dish must submit a modification notice in writing to the Management Company prior to installation.
2. The satellite dish may be no larger than one (1) meter.
3. Installation must meet all electrical, construction, safety, and municipal codes and have permits where needed. The satellite dish must be installed according to the manufacturer's instructions and guidelines.
4. The satellite dish should be mounted on your deck. If the satellite dish is not able to receive a signal in this position, the Board of Directors must be notified of the proposed alternative location before installation.
5. Any and all wires must follow the gutter, downspout, and/or roof line, no wires and/or cables will be allowed to be secured to the roof. The attachment of wire and/or cables will be on the siding, gutter, and/or downspout as close to the roof line as possible so that they can be painted to match the building when the building is re-painted.
6. The satellite dish owner is solely and fully responsible for insuring and maintaining the system. The owner is liable for any and all damages resulting from the system and its installation, regardless of installation approval obtained from the Association.
7. If the co-owner sells the condominium unit or no longer uses a satellite dish service, the satellite dish and the associated hardware on the exterior of the building and premises must be removed and returned to its original condition. The satellite dish may remain when a unit is purchased provided that the condominium purchaser accepts ownership of the system by providing a letter to the Association accepting the terms and conditions of this policy.

I have read the above policy and agree to abide by the terms contained herein.

Co-owner Name

Unit Number

Address

Co-owner Signature

Date

When completed return to:
Huntington Park Condominium Association
c/o Association Management Inc.
47200 Van Dyke
Shelby Township, MI 48317

EXHIBIT "D"

EMERGENCY INFORMATION FORM

Co-owner Name: _____

Address: _____ Unit No.: _____

Home Phone: _____ Work Phone: _____

List the names of all residents in your unit:

In the event of an emergency, please notify:

Name: _____
Address: _____
Phone No.: _____

If the first person is not available, please notify:

Name: _____
Address: _____
Phone No.: _____

The KEY to the Unit (& burglar alarm, if any) will be: (check 1)

☐ On file in the management company's office.

☐ With relative _____ or neighbor _____
name name

Address: _____
Phone No.: _____

I/we have ☐ do not have ☐ any pets.

Type & Name of Pet: _____

Signature & Date: _____

Use back for additional information (doctor's name & phone, etc.)

Mail To: Association Management Inc.
47200 Van Dyke
Shelby Township, MI 48317

Exhibit "F"

HUNTINGTON PARK CONDOMINIUM ASSOCIATION PERMANENT GENERATOR POLICY

This policy has been developed to allow co-owner's to install permanent generator units when the following guidelines are adhered to. This policy was developed to protect property from damage and help retain the co-owner's investment.

1. Co-owner's desiring to install a permanent generator must submit to the Board of Directors a Modification Request Form with a detailed explanation of the proposed installation and location. Written approval from the Board of Directors must be received **prior** to installation of the permanent generator.
2. The permanent generator cannot be louder than 80 decibels.
3. The installation must meet all electrical, plumbing, construction, and safety codes; and the permanent generator must be installed according to the manufacturer's instructions and guidelines.
4. The permanent generator must run on natural gas only and except for testing and maintenance purposes the generator can only be run during power outages.
5. The co-owner requesting permission to install a permanent generator **must** be on an individual gas meter.
6. The co-owner **must** carry insurance protecting both the co-owner and the Huntington Park Condominium Association.
7. The permanent generator owner is solely and fully responsible for maintaining the permanent generator. The co-owner is also liable for any and all damages resulting from the permanent generator and its installation, regardless of installation approval obtained from the Association. Any damages resulting from the installation or use of the permanent generator must be repaired promptly by the co-owner at their expense. Failure to make prompt repairs may result in the Association making the repairs and then billing the co-owner for the repair.
8. The installment should be aesthetically pleasing and be installed in as inconspicuous and discreet manner as possible, keeping it out of sight to the greatest extent possible. The installation and location must be approved by the Property Manager **prior** to the permanent generator being installed.
9. The Association's approval is conditioned upon the co-owner signing a modification form which will be recorded against the unit and not only binds the current co-owner but each successor co-owner.
10. If the use of the permanent generator is discontinued the co-owner must immediately remove the permanent generator and all associated hardware and return the exterior of the unit to its original condition. Failure to promptly remove the permanent generator may result in the Association removing the permanent generator and billing the co-owner for the removal cost.
11. This policy is subject to revision; by signing this policy the co-owner agrees to comply with all future permanent generator policies and to remove the permanent generator should future policy ban the use of permanent generators.

I have read the above policy and agree to the terms contained herein.

Co-owner's Signature

Address

Date

Exhibit "G"

Huntington Park Condominium Association

July 3, 2006

To: Huntington Park Condominium Association Co-Owners

From: Huntington Park Condominium Association Board of Directors

Re: Parking

Dear Co-Owner,

Due to ongoing co-owner complaints, the Board of Directors passed a new rule regarding parking at the Board of Directors meeting held on June 15, 2006. This is your written notice of the new rule. This new rule, which is listed below in this letter, will take effect August 15, 2006. This parking rule is in addition to and does not supersede the Huntington Park Resolution 2006-1.

RESOLUTION 2006-2 VEHICLE PARKING

Co-owners parking vehicle(s) in Huntington Park Condominium Association must use their garage to park two vehicles, Carriage Units must use their garage for one vehicle and the overflow parking for the second. Garages may not be used for long term storage. All parking spaces around the buildings (overflow parking) will be on a first-come first-serve basis. Due to safety concerns there is no parking allowed outside garage doors. All vehicles, including those parking in the overflow parking areas, must have current license plates, be registered to a Huntington Park Condominium Association Co-owner, and must be driven at least once every week. Co-owners with more than two vehicles must have prior written approval from the Board of Directors to park the vehicles in the Community. Co-owners who have guests with vehicles who plan to park the vehicles for more than five consecutive nights must have prior written permission from the Board of Directors. The Board of Directors will assign a parking area that must be used by Co-owners that have over two vehicles and co-owners that have guests staying over five days. Vehicles without current plates or co-owners using the overflow parking without written Board of Directors permission will be towed at the owner's expense, after a warning sticker has been affixed for not less than forty-eight hours.

Sincerely,
Huntington Park Condominium Association
Board of Directors
c/o 47200 Van Dyke
Clinton Township, MI 48317

Exhibit "H"

Huntington Park Condominium Association

January 1, 2007

To: Huntington Park Condominium Association Co-Owners

From: Huntington Park Condominium Association Board of Directors

Re: Fines

Dear Co-Owner,

The Board passed a new fine structure at the Board of Directors meeting held on November 8, 2006. This is your written notice of the new fine structure; it will take effect February 1, 2007.

RESOLUTION 2006-3 FINES

The following is the procedure for written complaints received by the on-site office. First complaint is a letter with a friendly reminder. Second complaint is a letter with a formal warning. Third complaint is a fine letter of fifty dollars (\$50.00); fourth complaint is a fine letter of one hundred dollars (\$100.00), and fifth complaint and up is a fine letter of five hundred dollars (\$500.00) per occurrence. The first and second letters may be waived and an immediate fine may be imposed at the discretion of the Board of Directors.

Sincerely,
Huntington Park Condominium Association
Board of Directors
c/o 47200 Van Dyke
Clinton Township, MI 48317