#### LAKE RIDGE CONDOMINIUMS

#### **RULES & REGULATION HIGHLIGHTS**

(updated November, 2009)

#### **Satellite Dishes:**

Prior to the installation of a satellite dish a modification form must be filed with the management company for Board approval. The form must specify the exact location of the dish, which <u>may not be placed on the roof</u>. The dish must be installed by a licensed and insured contractor, proof of which must be provided to the management company. The dish is not to exceed 20" in diameter. The co-owner is responsible for any damages by the dish to any exterior surface or to any property. These rules are consistent with the rules adopted by the Federal Communications Commission (FCC).

#### Pets:

All owner/renters should be in constant control of their pets and know where the pet is at all times. No animal, including cats, are permitted to run loose on the property. Tie-outs are not allowed. While walking your pet please carry a baggie for easy clean-up.

#### **Trash Removal:**

Trash is collected each week on Tuesday morning. If a holiday falls on a Monday or Tuesday the pick-up will be one day later, Wednesday morning. Please do not place trash curbside until after 5 p.m. on Monday (or 5p.m. Tuesday following a holiday). Until then trash should be stored properly in one's garage only, not in common elements.

Trash must be placed in a tightly sealed bag or container and should not contain any food garbage, as this invites raccoons, ect. to snack and leave a mess. If for any reason a mess is left behind after the pick-up it is the responsibility of the co-owner whose trash it is to clean it up. Please pick up and store empty trash containers no later than 9p.m. on the day trash is picked up.

Any trash container over 50lbs. will not be picked up. For the pick-up of bulky items, such as sofas, mattresses, ect., the co-owner should call the management company for the phone number of the trash contractor and make special arrangement.

#### Parking:

Every unit has two reserved parking spots, one within the garage and the other immediately adjacent to the garage. Residents are not to park in any "No Parking" or "Guest Parking" areas or in any areas that block driveways or walkways so as to impede the flow of traffic. Units with more than two vehicles must park the third car on Malcolm outside the complex. Vehicles with commercial logos, etc. must be parked in the garage. There is no overnight parking on Lake Ridge Drive from November 15 to March 15 so as not to impede snow removal. Any parking violation by a resident will start the violation procedures explained in your handbook.

#### Landscaping Modifications (including flower gardens):

Prior to any alteration to the outside landscaping or common elements a written request must be submitted to the management company and approved by the Board of Directors. Once approved, the co-owner is responsible for properly maintaining the modified area. If the unit is sold or transferred this responsibility is transferred to the new owner or tenant. Potential buyers/tenants must be informed of this responsibility, and if they decline it the selling party must return the landscaping to its original appearance at the seller's expense.

#### Lawn Maintenance:

Co-owners and/or renters are responsible for watering the grass and shrubbery in their respective areas. Any added landscaping must be maintained by the resident.

#### **Speed Limits:**

The speed limit throughout the complex is **fifteen (15) miles per hour**. Drivers must observe the speed limit as well as all posted "STOP" and "No Parking" signs.

#### **Garage Doors:**

Garage door maintenance and replacement is the responsibility of the respective co-owner. Painting of a new garage door is also the co-owners responsibility, and the management company or a Board member should be contacted for the paint code. Garage doors are to be kept closed at all times when not in use.

#### Patios/Porches and Balconies/Decks

These areas are to be kept clear from November 15 to March 15 of each year. Only covered barbeques are permitted. Please store patio furniture, planter pots and boxes, hoses and sprinklers, and decorative figurines inside garage or basement. Firewood can only be stored in the garage. Christmas decorations should not be put up until November 15 and should be taken down by January 15.

## MAGAR COMPANY Property Management and Real Estate Brokerage

To: All Lake Ridge Co-Owners

From: Kimberly Fox

Date: April 17, 2008

RE: Satellite Dishes

Recently the Lake Ridge Board of Directors motioned to update the Rules/Regulation with regards to Satellite Dishes. The following rules/regulations with regards to Satellite Dishes have been formally approved by the Board of Directors and in compliance with the Condominium Bylaws are being distributed to the co-owners.

As per the Lake Ridge Association Bylaws, Exhibit A, Article VI, "Restrictions", section 3, Alterations and Modifications, states:

"No Co-owner shall make alterations in exterior appearance or structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements without express written approval of the Board of Directors..."

In accordance, the Board of Directors has set the following guidelines to be followed:

- Any and all <u>future</u> satellite dishes must be installed on either a patio fence or a fascia board. No satellite dishes are permitted to be installed on any roof areas. Those co-owners who already have satellite dishes, will not be required to move them, but must complete the enclosed modification form and return to management by May 17, 2008.
- 2. All co-owners with satellite dishes must have a completed modification form on record with the management company.
- 3. Dishes are not to exceed 15" in diameter.
- 4. Licensed and insured contractors must install.
- 5. Co-owner must provide contractors certification of insurance and installation date to management.
- 6. If maintenance equires the temporary removal of a dish, the Association shall provide co-owner with 10 day written notice.
- 7. Co-owner is responsible for any and all damage to property caused by dish. installation, maintenance or use.
- 8. If dish becomes detached, co-owner shall remove or repair damage within 72 hours, or Association may remove dish at co-owners expense.
- 9. Co-owner shall be responsible for dish replacement if the exterior surface deteriorates due to dish installation.

- 10. Co-owner will reimburse Association or residents for any and all damages caused by dish installation, maintenance or use.
- 11. Upon vacating unit or cancellation of dish service, co-owner will promptly remove and restore installation site to original condition

A modification form has been included in this mailing for your convenience. All coowners who presently have a dish are required to complete modification form and return to management no later than May 17, 2008, so that they are in compliance. Any co-owner found not in compliance by May 17<sup>th</sup>, their satellite dish will be promptly removed at their expense.

### Marled Out 3/10/05

### MAGAR COMPANY Property Management and Real Estate Brokerage

To: All Co-owners

Lake Ridge Condominium

From: Board of Directors

Lake Ridge Condominiums

Date: March 10, 2005

RE: Association Rules and Regulations

Handbook Update

Attached please find the most recent addition to your Association handbook. The Lake Ridge Board of Directors voted and approved this addition to the Rules and Regulations at the February 16, 2005 board meeting. This rule pertaining to "Outside Burning Receptacles" takes effect immediately, so please add these pages to your handbook so that you have the most update to information.

5.17	LEASE OF UNIT
5.18	WATER
6.00	MISCELLANEOUS
6.01	NEWSLETTER
6.02	CURRENT BUDGET
6,03	AMENDMENTS
6.04	REPEALER CLAUSE
6.05	TITLES CLAUSE
6.06	SAVINGS CLAUSE
6,07	FORMAT OF PETITION FOR SPECIAL MEETING
7.00	FORMS
7.01	COMPLAINT FORM
7.02	PET REGESTRATION
7.03	REQUEST FOR ALTERATION, MODIFICATION OR OTHER RELIEF PURSUANT TO CONDOMINIUM DOCUMENTS
7.04	SATELLITE DISH REGULATIONS
7.05	LAKE RIDGE CONDOMINIUM ASSOCIATION MAINTENANCE MATRIX
7.06	OUTSIDE BURNING RECEPTICLES

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#### **OUTSIDE BURNING RECEPTICLES**

The Association is authorized to adopt and enforce reasonable rules and regulations in the interest and safety of the Community, pursuant to the Michigan Condominium Act and the condominium documents for Lake Ridge Condominium.

The Association adopts that the use of turkey fryers, chimineas and manufactured recreational burning receptacles that require a fire permit are **prohibited** on the grounds of Lake Ridge Condominiums.

Gas grills are the only type of outdoor cooking allowed and the following rules apply that were adopted in 5.10 of the Lake Ridge Condominium Handbook stating that gas grills are not allowed on balconies of carriage units or on any porch. Grills are to be kept away from buildings and trees to prevent a possible fire.

Charcoal grills will be allowed. but can not be put on any wood surfaces, balconies or porches. They are to be kept away from buildings and trees to prevent a possible fire.

### LAKE RIDGE

# CONDOMINIUM ASSOCIATION

**HANDBOOK** 



Revision: 6/15/99 supersedes all previous versions.

This document is the property of the co-owner and should be passed on to new purchasers.

To: All Co-owners

Lake Ridge Condominiums

From: Board of Directors

Lake Ridge Condominiums

Subject: Lake Ridge Condominium Association Handbook Update

Attached you will find additions to your handbook. Please replace or add these pages to your book..

5.17	LEASE OF UNIT
5.18	WATER
6.00	MISCELLANEOUS
6.01	NEWSLETTER
6.02	CURRENT BUDGET
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7.04	SATELLITE DISH REGULATIONS
7.05	LAKE RIDGE CONDOMINIUM ASSOCIATION MAINTENANCE MATRIX

#### SATELLITE DISH REGULATIONS

The Association is authorized to adopt and enforce reasonable rules and regulations in the interests of the Community, pursuant to the Michigan Condominium Act and the condominium documents for Lake Ridge Condominium, to adopt and enforce rules. The Federal Communications Commission (F.C.C.) adopted rules effective October 14, 1996 and November 20, 1998 preempting certain association restrictions governing installation maintenance, and use of satellite dish in the best interest of the Community and consistent with the FCC rules.

The Association adopts the following restrictions governing installation, maintenance, and use of satellite dish in the best interest of the community and consistent with the FCC rules. Satellite dish must not encroach upon any common elements, any other co-owner's, individual unit, or limited common element, or air space of another co-owners limited common element. Installation of satellite dish is prohibited without written consent of the Board of Directors

#### Maintenance:

Co-owners who install a satellite dish are responsible for all associated costs.

- A. Dish not to exceed 15" in diameter.
- B. Licensed and insured contractors must install mast.
- C. Contractor certificate of insurance to management co. and date of installation.
- D. Drawing of where you plan to install the satellite dish.
- E. Mast height may be no higher than absolutely necessary to receive quality signals.
- F. If maintenance requires the temporary removal of dish, the Association shall provide co-owner with 10 days written notice.
- G. Repair damage to any property caused by dish installation, maintenance or use.
- H. If dish becomes detached, co-owner shall remove or repair damage within 72 hours, or Association may remove dish at co-owner expense.
- I. Co-owner shall be responsible for dish replacement if the exterior surface deteriorates.
- J. Reimburse residents or Association for damage caused by dish installation, maintenance or use.
- K. Restore dish installation site to original condition.

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#### INTRODUCTION

The purpose of this handbook is to provide useful and important facts and information to the co-owners of the Lake Ridge Condominium Association. It is not intended to cover all facets of the condominium documents or condominium living, but to provide as much information as possible in an organized but informational fashion which the Board of Directors feels is important for each and every resident to know and understand. It also provides information relative to the imposition and levying of fines.

From time to time each co-owner may be given new or updated information which should be added to this handbook. Such information, when received, should be attached and retained in the appropriate section as identified by the numbering system.

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In the event these rules and regulations conflict with the Lake Ridge Association documents (Master Deed, Condominium Bylaws, Association Bylaws and Articles of Incorporation), or the Michigan Condominium Act, the condominium documents and the Act shall govern.

THIS HANDBOOK SHOULD BE KEPT IN A CONVENIENT LOCATION FOR READY REFERENCE

Masculine pronouns are used in this document for literary convenience.

#### **GENERAL INFORMATION**

In this section you will find matters of interest to you as a resident / renter of the Lake Ridge Condominium Association. While the information provided does not go into specifics, it will give you some general insights into living in the Lake Ridge Condominium Association.

2.01

#### A. BOARD OF DIRECTORS

PRESIDENT
VICE PRESIDENT
TREASURER
SECRETARY
DIRECTOR

EX PRESIDENR

EX OFFICIO CONSULTING ONLY

NO VOTE

#### B. MANAGEMENT COMPANY

Obtain current information from Board member

2.02

#### **DEFINITIONS**

Condominium is a form of real property. A condominium unit has the same legal attributes as any other form of real property under Michigan law and may be sold, mortgaged or leased, subject only to such restrictions as are contained in the condominium documents or as otherwise may be applicable to property.

Each owner receives a deed to his individual condominium unit. Each owner owns, in addition to his unit, an undivided interest in the common facilities ("common elements") which comprise the project. Title to the common elements is included as part of, and is inseparable from, title to the individual condominium units. Each owner's proportionate share of the common elements is determined by the percentage of value assigned to his unit in the Master Deed.

All portions of the project not included within the units constitute the common elements. Limited common elements are those common elements, which are set aside for use by less than all unit owners. General common elements are all common elements other than limited common elements.

#### **DUTIES AND RESPONSIBILITIES**

- A. The Condominium Association. The responsibility for management and maintenance of the project is vested in the Lake Ridge Condominium Association, which has been incorporated as a non-profit corporation under Michigan 1;aw. The Bylaws include provision that governs the procedural operations of the Association. The Association is governed by its Board of Directors.
- **B.** Percentages of Value. The percentages of value for the Lake Ridge Condominium Association were computed on the basis of the relative sizes of various units. Total value for the entire project is precisely 100. In the Lake Ridge Condominium Association, the percentage of value assigned to each unit determines, among other things, the value of each co-owner's vote and his proportionate share of regular and special Association assessments and of the proceeds of administration of the project as applicable.
- C. Budget. The Condominium Bylaws require the Board of Directors to adopt an annual budget for the operation of the project. The budget for the project is intended to provide for the normal and reasonable, predictable expenses of administration of the project, and includes a reserve for replacement of major structural and other components of the project in the future.
- **D.** Assessments. Each co-owner of a unit included within the project must contribute to the Association in proportion to the percentage of value assigned to the unit(s) owned by him to defray expenses of administration. The Board of Directors may also levy special assessments in accordance with the provisions of Article II, Section 2(b), of the Condominium Bylaws.
- **E.** Restrictions on Ownership, Occupancy and Use. Article VI of the Condominium Bylaws contains comprehensive restrictions on the use of the condominium units and the common elements. It is impossible to paraphrase these restrictions without risking the omission of some portion that may be of significance to a co-owner. Consequently, each co-owner should examine the restrictions with care to be sure that they do not infringe upon an important intended use.
- F. The Board of Directors is responsible for the operation of the condominium. As the elected representatives of the unit owners, the Directors make the policy decisions under which the condominium operates. They also serve as the governing body of the condominium development. The Board may direct or manage affairs of the condominium project directly or by delegating a portion of its management duties to a separate Management Company. See Article XI, Section 3 and 4 of the Condominium Bylaws for a detailed description of the Board of Directors, rights and responsibilities.

G. The Management Company, acting on behalf of the Association and as stipulated by the Board of Directors, shall perform such duties and services as are more specifically written in the management agreement entered into between the Board of Directors, for the Association, and the Management Company. Generally this includes, by way of example but not limited to the following collect assessments; pay wages, taxes, insurance, and any sums otherwise due and payable by the Association as operating expenses; maintain books of account, records, financial statements, and appurtenances to be properly maintained; purchase necessary tools, equipment, materials, etc.; investigate and report all accidents or claims for damages, prepare forms, reports, and returns required by federal or state laws; prepare operating budget; bond employees handling monies for the Association; investigate, hire, pay, supervise and discharge personnel; serve as advisors to the Board of Directors; maintain records on complaints and service requests by each co-owner; establish and maintain bank accounts; send out by mail flyers, communications, year-end financial statements, etc., to all members of the Association.

#### **MEETINGS**

A notice will be served upon each co-owner of each annual or special meeting, stating the purpose thereof, as well as the time and place, at least seven (7) days in advance of the meeting.

If any meeting cannot be held because a quorum is not present, the co-owners present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. Adjourned meetings for which notices are provided shall not be governed by the seven-(7) day notice limitation as prescribed above.

#### A. VOTING PROCEDURES

Each designated voter has the right and responsibility to vote at any election or general or special meeting provided evidence of ownership is presented or of record and no default of assessment exists. The percentage of value is used when voting except in those cases where both the number of vote's cast and the percentage of value of those votes must be counted according to the bylaws. Unless otherwise stipulated by the bylaws, a quorum consists of 35% in number and percentage of value of all eligible designated voters. Proxy voting is allowed and is counted in the quorum, but authorization must be in writing to the Association.

#### B. ELECTION

Meetings of the Association shall be held in September of each year at such time, date and place as shall be determined by the Board of Directors. At such meetings, members of the Board of Directors whose terms are expiring shall be elected by ballot of the designated voters, two in one year and three in alternating years. The co-owners may also transact such other business of the Association as may properly come before them.

#### C. GENERAL

General meetings of the Association may be held as required by the Board of Directors, and co-owners will be notified in advance in writing. All members are urged to stay involved with the Association through regular attendance at these meetings.

#### D. SPECIAL

The President may call special meetings of the co-owners by resolution of the Board of Directors or upon petition (see 7.08) signed by one-third of the designated voters and presented to the Secretary. No business may be transacted at a special meeting except as stated in the notice.

#### E. BOARD OF DIRECTORS

Regular meetings of the Board of Directors are usually held monthly. A majority of the Directors shall constitute a quorum for the transaction of business, and the acts of a majority of the Directors present shall constitute the acts of the Board of Directors.

#### F. MINUTES

Minutes of all meetings are available for inspection during reasonable and ordinary business hours and upon reasonable written notice. Copies shall be made available upon reasonable written notice and a fee shall be charged to cover copying costs.

2.05

#### CONTRACTS

In order to provide maintenance of the highest quality for the condominium community a consistent policy has been developed for contracting services.

The Management Company helps the Board establish specifications for the work to be performed and solicits bids on the basis of these specifications from competitive companies. A minimum of 3 bids shall be solicited for each project unless otherwise determined by the Board of Directors. The Board of Directors reviews bids. Contracts are then awarded on the basis of cost and/or proven performance.

#### STANDARD ADMINISTRATIVE PROCEDURES

The following section attempts to answer questions most commonly asked about normal operating procedures.

3.01

#### MONTHLY ASSOCIATION FEES

#### A. ASSESSMENTS

According to the bylaws, all assessments levied against the co-owners to cover expenses of the administration, maintenance of common elements, certain utilities, insurance for the common elements, Management Company fees, and contributions to the reserve fund shall be apportioned among and paid by the co-owners in accordance with the percentage of value allocated to each unit in the Master Deed. The monthly Association assessment is **DUE AND PAYABLE ON THE FIRST DAY OF THE MONTH FOR THAT MONTH.** It is imperative for the well-being of the Association that all assessments are paid on time.

Currently, the Management Company is providing each co-owner a supply of payment coupons and address labels. The labels are addressed to the Management Company for immediate deposit to the Association's bank account. If additional supplies are needed, co-owners are asked to contact the Management Company.

Special assessments may be imposed in accordance with Article II, Section 2 (b) of the Condominium Bylaws.

#### B. DELINQUENCY PROCEDURES

If payment is not received by the 15th of the month a late charge is applied to the account and a notice sent to the co-owner.

If payment is not received by the 15th of the following month, another late charge is applied and the co-owner will be sent an "Intent to Lien" letter.

If payment is not received by the 1st of the following month a lien will be filed against the property and a copy sent to the co-owner. There is a \$100.00 administrative charge billed back to the co-owner.

If payment is not received by the 15th of the same month that the lien was filed the Management Company will turn the matter over the Association attorney for foreclosure on the lien.

Anyone having financial difficulty should contact the Board of Directors through the Management Company. Arrangements can be made with the co-owner to provide a means for the co-owner to meet the financial obligations to the Association.

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All the costs incurred in effectuating collection of the assessments, late charges or fines including but not limited to legal fees, court costs, and professional assistance fees are also additionally charged to the defaulting co-owner. Said additional expenses incurred in the costs of collection are immediately due and payable as well.

Unpaid assessments and other costs of collection shall bear interest at the rate of seven percent (7%) per annum until paid in full.

- C. No co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of the common elements or by the abandonment of the unit.
- **D.** A co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues.
- E. A co-owner may not assert as an answer, to a complaint brought by the Association for the non-payment for assessments the fact that the Association of co-owners or its agents have not provided the services or management to a co-owner(s).

#### **INSURANCE**

The condominium bylaws require that the Association carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and worker's compensation insurance if applicable, with respect to all of the common elements of the project. The Board of Directors is responsible for obtaining insurance coverage for the Association. Each co-owner is responsible for obtaining insurance coverage with respect to the interior and contents of his unit to the extent indicated in Article IV of the condominium bylaws, as well as for liability for injury within his unit and upon limited common elements assigned to his unit. Each co-owner is urged to carefully review Article IV of the Condominium bylaws regarding insurance responsibilities.

4.00

#### POLICIES AND PROCEDURES

The purpose of the following section is to set down instructions for the policies and procedures as interpreted by the Board of Directors.

4.01

#### COMMUNICATIONS FROM RESIDENTS

Communications from residents must be written, dated, signed, and contain not more than one category per letter.

Letters should be sent to the Management Company which will then forward the letters to the Board of Directors according to the policy adopted by the Board of Directors. If a response is not received within a reasonable amount of time, please notify a member of the Board of Directors.

Letters of complaint concerning services rendered by the Management Company may be delivered to a member of the Board of Directors.

Subject to evaluation of the contents, the communication may be referred to the appropriate person, agency, or committee for handling without placement on the Board of Directors agenda.

If the matter requires that it be given the consideration of the Board of Directors, it shall be placed on the agenda for the next regular meeting.

Please remember that **COMPLAINTS** of any nature can only be properly acted upon when forwarded in writing, signed and dated.

#### SOCIAL EVENTS

In the event that a co-owner or group of co-owners plan a social event for the residents of the Lake Ridge Condominium Association and the Board of Directors can be of assistance please contact them by letter through the Management Company (i.e. block parties, etc.).

4.03

#### NON COMPLIANCE

The violation of or non-compliance with any of the condominium documents including these policies and procedures could result in fines and/or court action.

The failure to perform any action(s) as directed by the Board of Directors (such as maintenance, removal or restoration) shall entitle the Association to perform said action(s) and charge back said costs (including costs of collection) to the responsible co-owner.

4.04

#### **OBLIGATION OF CO-OWNER**

The co-owner of record shall be held accountable for all actions of all persons who hold an interest in or possession of said premises, including household members, licensees, invitees, guests, vendors, tenants, visitors, and lessees.

#### REQUEST PROCEDURE

Requests for modifications or alteration or for appropriate relief from or under these regulations must be submitted in writing on form 7.03 prior to any intended change unless otherwise accepted by the Board of Directors. The co-owner should understand that said requests are referred to the Board of Directors for approval and are placed upon the agenda of the next regularly scheduled meeting of the Board of Directors.

Therefore, NO WORK or variance is allowed until the co-owner has received written approval from the Board of Directors.

If written approval is not obtained prior to the start of any modification, the Board of Directors may force removal at co-owner's expense.

No requests or petitions shall be accepted unless signed by the co-owner.

#### **RULES AND REGULATIONS**

Problems addressed in the following section have been determined by the Board of Directors to be severe enough to warrant a **fining system**. The fining procedure found in 5.01 will apply to any problem defined in this section.

#### FINE PROCEDURE

Violations of any of the provisions of the condominium documents, including provisions of this handbook, shall subject said co-owner to the fine procedure contained herein:

- 1. Parties are encouraged to amicably resolve their differences amongst themselves without the involvement of the Board of Directors.
- 2. Any alleged violation shall be submitted in writing (complaint form 7.01) and signed by the person or persons having witnessed or having knowledge regarding said violation. When an alleged violation of these rules and regulations is being observed, a complaining party should try to secure one or more witnesses to the action.
- 3. Said writing shall contain the date of the complaint, the date of the offense or violation and nature of the alleged offense or violation and information regarding perpetrator(s) or responsible person(s) or vehicle.
- 4. At the next regularly scheduled meeting of the Board of Directors and Management Company, the Board of Directors shall review all pertinent materials and evidence presented, and the Board of Directors shall make an initial determination as follows:
  - a. Responsible: Meaning that the offense or violation did occur and that the party is responsible for said offense or violation; or
  - b. Not Responsible: Meaning that either the offense or violation did not occur and/or the party is not responsible for said offense or violation; or
  - c. Not Substantiated: Meaning that the allegation of an offense or violation is unsubstantiated based upon documentation available.
- 5. Following an initial determination that the party is responsible, a letter will be sent to that party and responsible co-owner informing him of the allegation and advising him that he may, within 30 days, respond in writing or request a hearing with the Board of Directors. The hearing will occur at the next regularly scheduled Board meeting unless an exception is granted by the Board. Failure to respond in writing or failure to request a hearing will result in a determination of responsibility.

6. If the Board finds the party is responsible then:

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- a. The offense shall be noted in the file of the responsible co-owner.
- b. If it is the first offense in a category a formal warning letter will be issued.
- c. If it is the second offense in a category with 2 individual complaints on file, a fine of \$25.00 shall be levied and assessed against the responsible co-owner's unit.
- d. If it is the third or subsequent offense in a category, a fine of \$50.00 shall be levied and assessed against the responsible co-owner's unit.
- 7. If the Board finds that the accused party is not responsible, then the dismissal or no action shall be noted in the party's file.
- 8. This procedure of the Board of Directors is not to be deemed an election of remedies, and the Board is not precluded from pursuing any and all other action it deems necessary, including litigation.
- 9. Warning letters and/or fines shall only be issued upon actions determined by the Board of Directors.
- 10. All written complaints must be filed within thirty (30) days of the date of alleged offense or violation.
- 11. For purposes of determining the gradation of the warning or amount of fine, the offense(s) must have occurred within a twelve- (12) month period.
- 12. Category means each of the prohibited types of conduct. For example a violation of 5.02, or 5.03 etc., or other restrictions under the Condominium Documents.

The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any unit or upon the common elements, except that the keeping of small, orderly domestic pets (e.g. dogs, cats or caged birds) may be permitted with the written approval of the Board of Directors, subject to the conditions prescribed by the board of Directors, provided however that such pets are not kept or maintained for commercial purposes or for breeding and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property upon ten (10) days' written notice from the Board of Directors.

Such pets shall not be permitted upon the common elements unless accompanied by an adult and unless carried or leashed.

Any unit owner who keeps or maintains any pet upon any portion of the property shall be deemed to have indemnified and agreed to hold the condominium, each unit owner and the Board of Directors free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the condominium.

All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law (see 7.02). Each year a copy of the license must be submitted to the Management Company.

Any animal permitted to be kept in the condominium shall be cared for and restrained so as not to be offensive on account of noise, odor, or unsanitary conditions, nor allowed to damage or defecate on general common or limited common elements or personal property located thereon. The co-owner is responsible for the replacement cost of any damage to general common or limited common elements caused by his pet.

Patios shall not be utilized to "curb" animals. Animals shall not be left unattended upon any portion of the condominium common elements.

Animals over 25 pounds will NOT be allowed.

You must clean up after your animal. (Use a pooper-skooper).

Whenever your pet is outside it MUST be on a hand-held leash.

#### RUBBISH REMOVAL

- A. Rubbish will be collected on a designated day of each week. In the event a holiday falls prior to collection day, rubbish will be collected the following day.
- B. Rubbish must be placed on the designated trash pick-up areas after 5:00 p.m. on the day preceding the collection day or prior to pick-up on collection day.
- C. Rubbish must be placed in tightly sealed plastic disposable bags or containers. Newspapers and magazines must be securely tied in small bundles before being placed in plastic disposable bags. No rubbish shall be stored outside of units.
- D. Disposal of large items (i.e. washers, dryers) shall be arranged by the co-owner.
- E. Any spillage of garbage is the responsibility of the owner of that garbage NOT the responsibility of the unit the garbage is put in front of for pickup.

#### **PARKING**

- A. Each unit is entitled to two reserved parking spaces. The garage and the driveway immediately adjacent to the garage are reserved for the exclusive use of that co-owner for parking.
- B. Illegal and improper parking within the condominium complex includes:
  - 1. Parking in posted "No Parking" (e.g. fire lanes) areas.
  - 2. Parking on the grass, in the walkway areas or the entrance to parking areas.
  - 3. Parking in such a manner or place to impede the flow of traffic.
  - 4. Abandoned vehicles per section 5.05.
- C. Parking of trucks or commercial vehicles is prohibited unless said vehicle:
  - 1. Is rated 3/4 ton or less and is regularly used for employment purposes.
  - 2. Is of the small pick-up or van type.
- D. Illegally parked vehicles are subject to **towing and/or fine** under these regulations, and costs or fines shall be charged back to the co-owner. The Association shall not be held responsible for any damage occurring to said vehicle during towing or storage which occurs pursuant to this section.
- E. Guest parking is allowed in unreserved parking areas. Co-owners are responsible for notifying their guest and visitors of same.
- F. Unreserved parking spaces are for guests only! Co-owners shall park in respective reserved spaces. Parking at the end of each driveway is reserved for short-time guest parking only. NO OVERNIGHT PARKING is allowed in these spaces. Parking along the road and on the island will be less restrictive. Violators will be subject to fining procedures and/or towing at the owner's expense.
- G. Guest is defined as someone that is residing in the unit for a period not to exceed 21 days.
- H. Extended guest parking over 24 hours should use the designated island parking.
- I. Additional parking is available along Lake Ridge Drive.
- J. Use of motorized vehicles anywhere on the condominium premises other than passenger cars, (including vans and pickups) authorized maintenance vehicles and commercial vehicles as provided in Section 8 of this Article is absolutely prohibited.

- K. No house trailers, commercial vehicles, boats, boat trailers, camping vehicles, camping trailers, snowmobiles, or snowmobile trailers may be parked or stored upon the premises of the condominium, without the prior written consent of the Association except for reasonable periods of time not to exceed 48 hours during a continuous 7-day period. Commercial vehicles and trucks shall not be parked in or about the condominium (except as above provided) unless making deliveries or pickups in the normal course of business.
- L. Use of condominium common elements by mopeds, motor scooters, motor-driven bicycles or other such vehicles is strictly prohibited except for purposes of ingress and egress.

5.05

#### ABANDONED VEHICLES

No vehicle shall be permitted to be stored or continually parked upon the condominium premises unless:

- a. It is owned or operated by a co-owner or member of the co-owner's immediate household or a properly registered tenant, and
- b. It is in operable running condition, and
- c. It has current tabs, license plates, and registration.

Vehicles not in compliance herewith shall be removed from the condominium premises without liability to the Association at the co-owner's expense. Said charges or costs incurred in removing and/or storing said vehicles shall be assessed to and collected in the same manner as condominium assessments from the co-owner determined responsible. Prior to the removal of said non-conforming vehicles at the direction of the Association, written notice shall be sent to the co-owner(s) allowing them 48 hours to remove said vehicle(s). The return of any such vehicle removed shall result in an immediate removal of the vehicle(s) without notice and the costs and expenses shall therefore be charged back to the co-owner.

Co-owners, members of their household, or their tenants seeking relief from the operation of this regulation shall secure the prior written permission of the Board of Directors. Until such permission is obtained all compliance is deemed mandatory and the owner/operator of any such non-conforming vehicle(s) assumes the risk of the action of the Association without liability to said Association (except in cases of culpable negligence).

The Association may remove any abandoned or unlicensed vehicles from the condominium premises and the owner thereof shall be liable for all costs and expenses incurred by the Association in connection with such removal.

#### PROPERTY DAMAGE

Co-owners of a unit are responsible for any and all damages to common and limited common elements caused by themselves, their family members, tenants, visitors, and any other persons legally on the premises.

Property damage shall be generally categorized to include, but not to be limited to, the following:

Destruction of building exteriors, fences, streets, sidewalks and general landscaping, including trees, shrubs, utilities, mailboxes, and the general defacement of all other property located on the complex.

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

When an act of property damage is being observed, a complaining resident should try to secure one (1) or more witnesses to the action. A letter indicating the damage and the name of the perpetrator if known or the license number of a vehicle or other means of description should be sent to the Management Company. This letter should be countersigned by said witness ('es).

#### COMMON ELEMENTS MAINTENANCE

The following policy pertains to all areas listed as common elements, general or limited.

#### A. GENERAL COMMON ELEMENTS

The land as described in the legal description of the Lake Ridge Condominium Association Master Deed, including roads, sidewalks, and parking areas.

The electric wiring network throughout the complex, including that contained within the unit interior walls up to the point of connection with electrical fixtures within any unit.

The gas line network throughout the complex, including that contained within unit interior walls up to the point of connection with gas fixtures within any unit.

The telephone wiring network throughout the complex.

The plumbing network throughout the complex, including that contained within unit walls up to the point of connection with plumbing fixtures within any unit.

The water distribution system, sanitary sewer systems and storm drainage system throughout the complex.

Foundations, supporting columns, unit perimeter walls, roofs, ceilings, and floor construction between unit levels and chimneys.

Such other elements of the complex not herein designated as general or limited common elements which are not enclosed within the boundaries of a unit and which are intended for common use or necessary to the existence, upkeep and safety of the project.

#### B. LIMITED COMMON ELEMENTS

Each individual patio area and patio fence, private porch, or balcony is restricted in use to the resident of said unit. Any alterations to these areas must have prior Board approval (in writing) and be maintained by the co-owner.

Each garage, the parking space within such garage and the adjacent driveway space are appurtenant to a specific unit as a limited common element as designated on Exhibit B with a number which corresponds to the unit to which such garage, parking space and driveway respectively appertains.

Each air conditioner system, furnace facility and water heater shall be limited in use to the owner of the unit which such air conditioner system, furnace facility and water heater services. The costs of maintenance, repair, and replacement of each air conditioner system, furnace facility and water heater shall be borne by the co-owner of the unit which such air conditioner system, furnace facility and water heater services.

Interior surface of the unit perimeter walls (including windows and doors therein), ceilings, and floors contained within a unit shall be subject to the exclusive use and enjoyment of the co-owner of such unit. The costs of decoration, repair, replacement, and maintenance shall be borne by the co-owner.

#### C. RESPONSIBILITIES FOR MAINTENANCE, REPAIR AND REPLACEMENT

The costs of maintenance, repair and replacement of each patio area shall be borne by the coowner of the unit to which such limited common elements respectively appertain, provided, however, that any patio area consisting primarily of lawn area shall be mowed by the Association and any fences between patios installed by the developer or the Association shall be maintained, repaired, and replaced by the Association.

The costs of maintenance, repair and replacement of all other general and limited common elements shall be borne by the Association. In the event that a co-owner experiences a problem, observes a defect or deficiency and/or wishes to register a complaint in regard to the general or limited common elements of the condominium to which the Association has responsibility to maintain, repair, and/or replace, as the case may be, then such co-owner should submit a letter to the Management Company. In case of an emergency, contact the Management Company by phone (number listed in the front of this handbook).

The Association shall not be responsible for nor shall any reimbursement be made for any repairs made by the co-owner without the prior written approval of the Board of Directors.

If a co-owner has any questions concerning whose responsibility it is for such maintenance, repair, and/or replacement said co-owner should contact the Management Company in writing. In the event that a co-owner wishes to make any changes or modifications to the common elements (general and limited) such co-owner must first obtain prior written approval from the Board of Directors. See Article VI, Section 3 of the Condominium Bylaws.

#### **MODIFICATIONS**

No co-owner or those having possession of a unit shall make or permit alterations in exterior appearance, make or permit structural modifications to his unit, or make changes in any of the common elements, limited or general, without the express written approval of the Board of Directors. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility, uniformity or appearance of the condominium. Co-owners or any persons making any modifications, and any future owners of said unit, are responsible for the upkeep, replacement and/or repair of these modifications or alterations. Co-owners and any persons making such changes, alterations, or modification shall indemnify the Board of Directors and the Association from any and all losses or liabilities except that which is attributable to the culpable negligence of said Board of Directors or Association. co-owners and persons, making such changes, alterations, or modifications agree and promise to forthwith remove, repair, or replace said changes, alterations or modifications upon the written request of the Board of Directors to do so; and further said Co-owners and persons upon the written request of the Board of Directors, agree and promise to immediately thereafter restore the premises as near as practicable to the original tenor or that condition which is aesthetically conducive to the surrounding community. The Association may, without liability, therefore 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.

Co-owners and persons making such changes, alterations, or modifications agree and promise to forthwith pay to the Association, upon receipt of demand for payment, all costs and expenses incurred by the Association, including but not limited to attorney fees for failure to comply with any of the conditions of this Modification article.

#### A. STORM WINDOWS/STORM DOORS

Association-approved storm window and/or storm door installation is permitted with prior written Board approval and at the co-owner's expense. Storm doors must match the color of the building trim (black or brown). Storm windows/ door wall must be beige.

#### B. FIREPLACES

1 cord of wood or less will be permitted to be stored within the unit in appropriate boxes or storage racks.

All fireplaces must be maintained and periodically cleaned, proof of which must be submitted to the Board of Directors upon written request.

Paper logs are not to be used in the fireplaces as they create cresol that is a fire hazard.

#### C. EXTERIOR LANDSCAPING

Before a co-owner can make any alterations to shrubs, trees or lawn area, a written request must be submitted to the Management Company and approved by the Board of Directors.

5.09

### HANDBILLS, FLYERS, NEWSLETTERS, ADS, ETC.

Distribution of any type of handbill, flyer, newsletter, ad or leaflet is prohibited. This provision does not apply to mail and/or newspaper delivery or Association newsletter.

5.10

#### **USE OF PATIO OR PORCH**

Patios and porches are to be used as living and <u>not storage areas</u>. Only furniture and equipment consistent with seasonal use shall be permitted to be temporarily stored during said seasonal use (except gas grills, which may be used all year).

Trash storage in patio area is specifically prohibited regardless of reason or season.

Patio fences or balcony railings shall not be used as a clothesline.

Nor shall patios or porches be utilized to "curb" animals. Animals shall not be left unattended upon any portion of the condominium common elements.

#### **PATIO MODIFICATIONS**

Dimensions for decks / patios:

Ranch: Maximum length 17 feet but not to go past the end of chimney. Width is 8 feet.

Townhouse: Maximum length 17 feet but must stop at porch or sidewalk edge. Width is 8 feet.

#### **SNOW REMOVAL**

After a snowfall of 2 inches, the common elements will be cleared in the following order:

- 1. Streets
- 2. Parking Areas
- 3. Sidewalks and Porches

The co-owner(s) shall be responsible to insure that all vehicles or equipment of their household (including those of guests, visitors, tenants, licensees and invitees) shall be moved in order to facilitate plowing and removal of snow and ice in the streets and parking areas. Those areas blocked by vehicles or other equipment of co-owners will not be cleared, and the co-owner(s) who own(s) or is responsible to move vehicle(s) or equipment therefor shall assume all liabilities and responsibilities for the Association's inability to plow or remove snow and ice. The Association is not responsible for damage to carpeted porches and/or sidewalks.

#### LAWN MAINTENANCE

An approved contractor who is responsible for the cutting and edging of all lawn areas provides lawn maintenance. Co-owners are responsible for watering the grass and shrubbery in their designated areas.

Co-owners wishing to trim the shrubs adjacent to their unit must notify the Management Company. Co-owners who fail to trim said shrubs assume all liability for any damages or liabilities caused thereby; and further the Association shall be entitled to trim said shrubs without liability therefore (except the culpable negligence of the Association). The co-owner shall assume the responsibility for care of his flowerbeds (Flowerbeds must be approved in advance, in writing by the Board of Directors).

The Board of Directors shall also contract for the application of fertilizer.

In order to ensure the maximum effectiveness of the lawn maintenance program it is mandatory that all obstacles are removed from the lawn areas by co-owners. Failure to do so may result in personal property being lost or damaged, the risk of which is assumed by the person(s) who fails to remove said obstacles (property). Further, all co-owners and those who have an interest in or possession of a unit (including household members, guests, visitors, tenants, licensees and invitees) shall be required to co-operate fully with all lawn and other maintenance personnel.

Do not water lawns on the day prior to mowing. This makes the ground too soft for the mowing equipment, resulting in more damage.

Remove hoses and other items from lawns on the evening prior to mowing or early morning in preparation for mowing crews.

Complaints or problems regarding common element lawn maintenance should be forwarded in writing to the Management Company.

The appearance of the complex is important for community pride as well as for resale value of the units. Please help by picking up trash from the common elements, pulling weeds, and keeping your area uncluttered.

#### SIGNS

No signs or other advertising devices shall be displayed which are visible from the exterior of a unit nor shall signs be permitted on the common elements. "Open House" signs will be allowed 1 day a week.

5.14

#### TRAFFIC REGULATIONS

The speed limit throughout the condominium complex is fifteen (15) miles per hour.

Drivers on the condominium complex shall observe speed limit and all posted "stop" signs, "no parking "signs and adhere to the Michigan Traffic Code.

5.15

#### FIREARMS/FIREWORKS

No co-owners, including those who have an interest in or possession of a unit (including household members, guests, licensees, tenants or invitees), shall use or permit the use of any fireworks, firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices anywhere on or about the condominium premises.

5.16

#### **BICYCLES**

The operation of non-motorized bicycles, tricycles or other children's vehicles on the streets and walk areas of the condominium must be conducted in a prudent, responsible and safe manner, taking into consideration all conditions (i.e. weather, time of day, pedestrian or vehicular traffic). Bicycles are not permitted on the lawn areas.

When not in use they should not be parked on grass areas or on sidewalks where they can block pedestrian traffic or cause a safety hazard.

They also should not be left in drive areas where cars could hit them and cause damage to the bicycle and/or the car.

Bicycles are not to be stored on patios or porches.

Parents are expected to supervise the activities of their children and shall be held accountable to the Association for any damages and liabilities incurred.

#### LEASE OF A UNIT

A co-owner desiring to rent or lease his unit must comply with the restrictions contained in Article VI, Section 2 of the Condominium Bylaws. To insure compliance with these restrictions, each co-owner is urged to carefully review these sections before renting or leasing his unit.

The Board of Directors must approve all leases prior to signatures on lease agreement.

5.18

#### WATER

The Association pays for water for the entire complex.

Washing cars other than co-owners' cars is not allowed. Use a pistol grip when washing cars to avoid wasting water.

Use common sense and conserve water. Conserving water will assist keeping our Association fees low.

6.00

#### **MISCELLANEOUS**

This section contains miscellaneous matters of interest to the co-owners.

#### NEWSLETTER

A newsletter is published periodically to inform residents of the current events of the Association and to advise them of the actions of the Board of Directors. News items are welcomed and should be forwarded to the Management Company.

The newsletter will be delivered to each unit and attached to the silver clip by the garage door.

6.02

#### **CURRENT BUDGET**

- A. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year (June through May). This budget shall project all expenses for the forthcoming year which may be required for the proper operation, management, and maintenance of the condominium complex, including a reasonable allowance for contingencies and reserves. Upon adoption of the annual budget by the Board of Directors copies of the budget will be mailed to each co-owner.
- B. The Board of Directors of the Association shall prepare and distribute to each co-owner a financial statement, the contents of which shall be determined by the Association. Such financial statement shall be distributed once a year.

6.03

#### **AMENDMENTS**

These rules and regulations may be amended from time to time by a majority vote of the Board of Directors at any duly-convened meeting.

6.04

#### REPEALER CLAUSE

A 75% vote of the co-owners in number or a majority vote of the Board of Directors at a duly-convened meeting may repeal any of these rules and regulations.

#### TITLES CLAUSE

All of the headings of these rules and regulations are merely for convenience and are not intended to be descriptive or restrictive as to the content thereof.

6.06

#### SAVINGS CLAUSE

In the event that any clause or provision herein is declared to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining clauses or provisions not affected by that determination should remain in full force and effect.

6.07

#### FORMAT OF PETITION FOR SPECIAL MEETING

Petitions may be filed with the Board of Directors through the Management Company. All petitions must adhere to the following guidelines:

- 1. One subject per petition.
- 2. One signature per unit, including address, unit number and date of signing.
- 3. Each petition must contain signatures from at least one-third of the total number of units within the complex.

7.00

#### **FORMS**

Herein contained are several form samples. You may want to make photostat copies of these forms before using them. Additional copies of these forms may be obtained from the Management Company.

## **COMPLAINT FORM**

## LAKE RIDGE CONDOMINIUM ASSOCIATION

FROM	- ±	FROM		
NAME	(Please Print)	NAME (Please Print		
ADDR	ESS	ADDRESS  UNIT & BUILDING		
UNIT	& BUILDING			
STATEMENT	OF COMPLAINT (include	ding relevant dates, individuals. etc		
AGAINST:				
	NAME (Please Print)			
	ADDRESS	<del></del>		
	UNIT & BUILDING	_		
SIGNATURES	OF CO-COMPLAINTA	NTS:		
	D	ATE:		

Fill out in duplicate, keep one and forward the other to:

THE MANAGEMENT COMPANY

# PET REGISTRATION FORM

DATE	D:					
PET:	ТҮРЕ	BREED	SEX	COLOR		SIZE
	Dog Cat Other	<del></del>	Male Female			Small Medium
ADDR	& BUILDING:	E:				
Attach	copy of license	and inoculation from ve	et.			
	Is the dog regi	stered with Waterford T	Cownship?	Yes	No	
	Fill out and m	ail to: THE MANAGEMEN	T COMPANY			
		This section	n is for official use	only.		
		HISTORY	OF COMPLA	INTS		
	DATE	COMI	PLAINT	ACTI	ON TAI	KEN
1st:						
2nd:						
3rd:						
4th:						

# FORM REQUEST FOR ALTERATION AND/OR MODIFICATION TO THE COMMON ELEMENTS

The undersigned co-owner(s) of the Lake Ridge Condominium Association Waterford, Michigan (Unit # ) do/does hereby make application and request for approval by the Board of Directors of the following alterations, and/or modifications to the common or limited common elements, or other relief as hereinafter designated (hereinafter referred to as a VARIANCE from the rules and regulations):

#### AGREEMENT AND ACKNOWLEDGEMENT OF RESPONSIBILITY

The undersigned co-owner(s) with regard to the above request for alteration and/or modification to the common or limited common elements or other relief do/does hereby agree and acknowledge the following:

- a. I will not make any alterations and/or modifications or act contrary to any rules and regulations until I have received a counter-signed approval from the Board of Directors for said alteration and/or modification or variance.
- b. I will indemnify and hold harmless the Board of Directors and the Association for any and all damages arising to my unit, other units, or the common or limited common elements; AND FURTHER do so agree and acknowledge to indemnify and hold harmless the Board of Directors and the Association for any and all liability arising from the approval, construction, use, dismantling, or allowance of any such alteration and/or modification, or variance from the rules and regulations.
- c. I agree to accept any and all responsibility for the use of maintenance of said attachment, alteration or modification, or variance, AND FURTHER agree to keep and maintain in reasonable repair, use and good order any such alteration or modification or variance so that same does not detract from the general appearance or aesthetic value of the community.
- d. I agree to remove, repair or replace said alteration or modification or variance upon the written request of the Board of Directors and shall immediately thereafter restore as nearly as reasonably practicable to the original tenor or premise any and all common or limited common elements which may have been affected by the use or allowance of said attachment, alteration or modification or variance.

e. I agree and acknowledge that this petition is pursuant to the condominium documents.	my free act and deed and that same is				
f. I agree and acknowledge that any permission revocable license and that any other changes, alterations, revoked ,requires additional petitions for relief.	•				
g. I agree and acknowledge that the Association has not waived any rights under the condominium documents by granting of this petition and that noncompliance or violations of the condominium documents may subject me to fines and/or court action.					
h. I am attaching copies of all plans and speci construction.	fications which I intend to use for any				
i. I agree and promise to forthwith pay to the payment all reasonable costs and actual attorney's fees (not I Association as result of my breach or failure to comply with the	imited to statutory fees) incurred by the				
Dated:					
	Co-Owner				
Dated:					
	Co-Owner				
APPROVED: LAKE RIDGE CONDOMINIUM ASSOCIATION BOARD OF DIRECTORS					
By:					
By:					
By:					

36

CONDITIONS:

Dated: \_\_\_\_\_

# LAKE RIDGE CONDOMINIUM ASSOCIATION

Dear Co-Owner:
Your Co-Owner Handbook is attached.
All new rules & regulations included in this document will be in full force and effect immediately
Very truly Yours,
Lake Ridge Condominium Association
Receipt of attached documents acknowledged:
By:
Address:
Unit No.:
Date:

Replacement copies of this Handbook are available for \$15.00 each.