

Rules and Regulations
HARBOR COVE CONDOMINIUM ASSOCIATION

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Harbor Cove

Condominium Association

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PREFACE

As a homeowner, you have the right to privacy and use of your property, However, as a co-owner and member of the Association: YOU HAVE A RESPONSIBILITY TO RESPECT THE RIGHTS OF YOUR NEIGHBORS AND FELLOW ASSOCIATION MEMBERS IN THEIR PRIVACY AND USE OF COMMON AREAS AND THE COMMUNITY FACILITIES.

While some of the following rules and regulations may seem restrictive to those moving from private homes, they are intended to protect your legal rights as a member of the community. Repeated violation of these rules will result in penalties established by your elected Board of Directors and will be enforced by our Management Agent.

By virtue of purchasing a unit in our Condominium Community, we all agree to accept and be legally bound by the Master Deed, Association Bylaws and Condominium Bylaws.

It should be clear that it is the responsibility of each co-owner or resident to acquaint each member of their household, particularly our young adults, children and tenants, of the value of observing these rules and regulations. If everyone cooperates, we will benefit by having a most desirable and fine community.

Successful condominium living can only be achieved through complete communication, cooperation and most of all, understanding and acceptance of this concept.

INTRODUCTION

The purpose of this handbook is to provide useful and important facts and information to the co-owners / residents of Harbor Cove. 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. The Board of Directors feels it is important for each and every resident to know and to understand this handbook. Please refer to your documents for more detailed information.

During the year, each co-owner/resident may be given new or updated information which should be kept with this handbook.

1.0 GENERAL INFORMATION

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

1.1 EMERGENCY TELEPHONE NUMBERS

ANY EMERGENCY: 911
Waterford Township Police Department (Non-Emergency): (248) 674-0351
Traffic/Accident Information: (248) 858-4820
Waterford Township Fire Department (Non-Emergency): (248) 673-0405
Waterford Township City Hall: (248) 674-3111
Comcast Cable: (248) 673-9848
Consumers Energy: (800) 477-5050
Detroit Edison: (800) 477-4747
KC Property Service LLC Management: (248) 586-9700
KC Property Service LLC Management (FAX): (248) 586-9704
Miss Dig: (800) 482-7171
Assessing: (248) 674-6270
Building (To schedule building inspections): (248) 674-6238
City Clerk (Absentee ballots, dog licenses, elections, meetings): (248) 674-6266
Department of Public Works/Refuse collection, etc.: (248) 674-2278
Library: (248) 674-4831
Nature Center: (248) 674-2119
Parks and Recreation: (248) 674-5441
Planning and Zoning: (248) 674-6255
Senior Activity Center: (248) 623-6500
Treasury (Tax information): (248) 674-6220
Waste Management: (800) 386-7783

1.2 DEFINITION OF CONDOMINIUM AND CONDOMINIUM DOCUMENTS

Condominium-A form of ownership whereby an owner gains title to an interior space within a building this space represents one living unit. The building structures and all the land area around and upon which the buildings are erected is owned by all the owners in a manner similar to tenants in common. Each owner has an undivided percentage interest in the entire condominium complex. Owners are automatically members of the Association of co-owners, who, through a Board of Directors, administer the affairs of the condominium.

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Condominium Documents. Includes a Master Deed, Condominium and Association Bylaws. The Master Deed is a basic document used in creating a condominium. It includes a declaration of the rights and obligations of the co-owners of each unit relative to the condominium association, particularly those rights that pertain to the responsibility for maintenance and repair. Also, it contains a description of the common elements and limited common elements.

Any change in the Master Deed requires the approval of 66-2/3% of the co-owners in the Association. The reason for requiring that 66-2/3% of the co-owners approve of a change in the Master Deed is to prevent a few owners from securing changes that might not be desired by the majority. The value of each unit and its co-owner's proportionate interest in the common elements is stated in the Master Deed, and voting rights and maintenance charges are computed based upon this value.

Unless adequately provided for in other documents or statutes, the Master Deed states that the ownership of a unit and the owners share of the common elements cannot be severed and that both must be conveyed upon resale of a unit. The Master Deed also provides for a lien on the interest of a co-owner who defaults in the payment of their pro-rata share of the common operating expenses of the Association.

The Condominium and Association Bylaws govern the day-to-day operation of the condominium, and include restrictions on use and rules for conduct. The Condominium Bylaws may be amended by an affirmative vote of at least 66-2/3% in number and value of all the co-owners when certain provisions become obsolete or changes seem necessary. The Association Bylaws may be amended by the Association at a meeting duly constituted for that purpose by an affirmative vote of a simple majority of the co-owners present in person or by proxy.

1.3 RIGHTS AND RESPONSIBILITIES

A. Association. The Association's primary responsibility is to collect the monthly assessments, to maintain the property in good condition, to govern the use of and maintain insurance on the common elements, and, in general, to administer the operation of Harbor Cove according to the Condominium Documents. The Association shall be responsible to maintain all general common elements and certain limited common elements, which are described in detail in the Master Deed. Please refer to your Master Deed and Bylaws for specific information.

B. Co-owner. Each co-owner is responsible for the ownership and operation, including maintenance, of his home, and he shall not use the condominium unit in any manner which is inconsistent with the purposes or restrictions as stated in the Condominium Documents.

No co-owner shall interfere with or impair the right, of another co-owner in the use and enjoyment of his condominium or the general common elements.

Each co-owner must comply with all provisions of the Master Deed and Bylaws as well as any policies, procedures, rules, or regulations that may be enacted by the Board of Directors.

Each co-owner has the right and responsibility to vote at any Association meeting, provided evidence of ownership is presented or of record and no default of assessment exists. There shall be one designated voter per unit. A notification specifying the designated voter should be on file with the Management Agent. A percentage of value has been assigned to each unit, which determines the proportionate share of each respective co-owner's vote at Association meetings. Co-owners eligible to vote have the right to elect members to the Board of Directors at the Annual Meeting of the Association, and also to remove them from office.

Co-owners are required to notify the Board of Directors, or its Agent, immediately after damage has been done to any common elements, limited or general. A co-owner shall reimburse the Association for any expenditure or costs incurred in repairing or replacing any general or limited common elements damaged through the co-owners fault.

It is the responsibility of each co-owner to promptly perform all maintenance for which they are responsible according to the condominium documents, as well as any damages and liabilities which failure to do so may entail.

Co-owners are not allowed to make alterations or structural modifications to their units or to a general or limited common element without the written approval of the Board of Directors of the Association. This may be requested by completing an Alteration/Modification Request form.

The condominium may not be used for any other purpose than a single family residence.

Any co-owner who mortgaged his condominium unit shall notify the Association, through its Management Agent, of the name and address of the mortgagee.

- C. Board of Directors. The Board of Directors is charged with governing the affairs of the Association, and only co-owners may serve on the Board. Five Board members shall be elected, each for a one year term. Vacancies in the Board of Directors caused by any reason, other than removal of a Director by a vote of the members of the Association, shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Any

Director may be removed from office with or without cause by a majority of the co-owners at any regular or special meeting of the Association, and a successor may then and there be elected to fill the vacancy thus created.

- D. Management Agent. The Management Agent, 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 Agent. Generally, this includes, and is 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 schedule of delinquent accounts; cause buildings and grounds to be properly maintained; purchase necessary tools, equipment, materials; investigate and report all accidents or claims for damages; prepare forms, reports, and returns required by federal or state laws; prepare operating budget; bond, hire, pay, supervise, and discharge personnel; maintain records on complaints and service requests by each co-owner; establish and maintain bank accounts; send out mail, flyers, communications, financial statements; to all members of the Association.

1.4 MEETINGS

A. Association Annual Meetings of the Association are to be held in October of each year at such time, date and place as determined by the Board of Directors. At such meetings, vacancies on the Board of Directors will be elected by ballot of the co-owners, in accordance with the Association Bylaws. The co-owners may also transact such other business of the Association as may properly come before them.

Special meetings of the co-owners may be called by the President, by resolution of the Board of Directors, or upon petition signed by 25% of the co-owners and presented to the Board of Directors. No business may be transacted at a special meeting except as stated in the notice.

The Board of Directors must serve notice upon each co-owner of each annual or special meeting, stating the purpose thereof, as well as the time and place, 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 for which the original meeting was called.

B. Board of Directors Regular meetings of the Board of Directors are held

monthly. A co-owner may contact a Board member or Managing agent if they wish to attend an open session of any Board meeting. The Board has the authority to conduct a closed meeting after an open forum has been provided to co-owners present. 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.

1.5 INSURANCE

A. The Association shall carry fire and extended coverage, liability, vandalism and malicious mischief insurance in an amount equal to the maximum insurable replacement value, excluding foundation, pertinent to the ownership, use, and maintenance of the common elements. Such coverage also includes exterior walls within a unit and the pipes, wires, conduits, and ducts contained therein, and further include all fixtures, equipment, and trim within units which were furnished as standard items in accord with the original plans and specifications of record. All premiums for such insurance coverage shall be expenses of administration.

B. The co-owner shall be responsible to obtain insurance coverage for his personal property and personal liability for occurrences within his unit or upon limited common elements appurtenant to his unit, and also for alternative living expense in event of fire. The Association shall have absolutely no responsibility for obtaining such coverages. Any improvements made by a co-owner within his unit shall be covered by insurance obtained by and at the expense of the co-owner.

2.0 POLICIES AND PROCEDURES

The policies and procedures that follow inform you of the Board of Directors position on policy matters, and explain procedures on those matters that come under its jurisdiction.

2.1 ASSOCIATION DUES

According to the Bylaws, all assessments levied against the co-owners to cover expenses of the administration 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 dues are due and payable on the first day of each month. It is imperative for the well-being of the Association that all assessments are paid on time.

Payment received will be applied in the following manner:

- | | |
|---------|-------------------------------------|
| First | Late Fees |
| Second- | Legal Fees incurred by the co-owner |
| Third | Miscellaneous fees, fines etc. |
| Fourth | Special Assessments |

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Fifth Regular Monthly Assessments

Currently, the Management Agent is providing each co-owner a payment coupon book and labels/envelopes. The labels/envelopes are addressed to the Association's Bank post office box for the immediate deposit to the Association's bank account. If additional labels/envelopes and coupons are needed, co-owners are asked to contact the Management Agent.

SPECIAL ASSESSMENTS MAY BE IMPOSED IN ACCORDANCE WITH THE CONDOMINIUM BYLAWS.

2.2 DELINQUENCY PROCEDURE

Maintenance and operation fees duly assessed to a co-owner's unit are due the first day of each month.

Late payments received after the 15th day of the month automatically incur an administrative late charge in the amount of \$25.00, and a notice that payment is late will be sent to the co-owner by the Management Agent. In accordance with the Harbor Cove Bylaws, such expense incurred by the Association in collecting unpaid assessments shall be chargeable to the co-owner in default.

Assessments in default shall forthwith commence to bear interest at 7% per annum until all amounts are paid in full.

After the 15th day of the month of delinquency, the Management Agent will send a notice of intent to lien to the delinquent co-owner. If there is no response or payment from the co-owner within ten days a lien may be filed.

If the delinquency continues, other remedies (such as small claims court, money judgments and foreclosure) may be instituted by the Board of Directors.

All assessment collection costs (such as attorney fees, court fees, postage and late charges) are to be added to the lien amount and will be collected in the same manner as the assessment.

2.3 PROPERTY DAMAGE

Co-owners and/or tenants are responsible for individuals in their household (including visitors) who cause any damage to Association or co-owner property.

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

- Destruction of building exteriors and interiors, fences, streets, sidewalks and general landscaping, including shrubs, street lights, curbing, mail boxes and the general defacement of all other property located on the premises.

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

When an act of property damage is being observed, a complaining resident should attempt to secure one or more witnesses to the action. Co-owners should contact the Waterford Police Department so that the offending person may be interviewed by the Police and observed in the action if possible. A letter indicating the damage and the name of the perpetrator(s) should be sent to the Board of Directors. This letter should be counter-signed by said witness(es).

2.4 COMMUNICATIONS FROM RESIDENTS

All communications must be written, dated and signed. Unsigned communication will not be given any consideration by the Board of Directors.

Subject to evaluation of the contents, the communication may be referred by the Management Agent (who may consult with the President) to the appropriate person, agency or committee for handling without placement on the Board of Directors Agenda

If the matter is satisfactorily concluded by the person, agency or committee to whom referred, the communication and written response or disposition will be filed in the respective unit file.

If the matter requires that it be given the consideration of the Board of Directors, the Management Agent shall place the communication on the Agenda for the next regular meeting. For this purpose, a communication must be received by the Management Agent at least three (3) business days prior to the meeting date, The Board of Directors will advise the Management Agent of their decision and whether a response is required. All decisions will be final.

2.5 SALE OR LEASE OF UNIT

The co-owner must notify the Management Agent and Board of Directors of the sale of his unit and submit a copy of his warranty deed statement to the Management Agent.

The co-owner must provide to the purchaser a paid dues and assessment letter (Condominium Certification Letter) stating if current or delinquent in his account, which may be obtained from the Management Agent.

The new co-owner will be provided with a copy of the insurance certificate from the Association's insurance carrier. He will also receive payment coupons, all association documents, Master Deed, and any approval letter pertaining to his unit from the previous owner (required under Michigan Law). If the above documents are not

available from the previous unit owner the Management Agent will supply copies for a fee.

In the sale of a unit by land contract, the co-owner holding the title is the co-owner allowed to vote at the Annual Meeting, unless the vote is signed over by use of a designated voter representative form.

LEASE OF UNIT It is required that no unit be leased for a period of less than thirty (30) days, or for a period of more than one year unless specifically approved in writing by the Association. Under no circumstance is sub-leasing permitted.

The Board and Management Agent must be notified of the name of the lessee. The Board must also have the co-owner's new address. It is the responsibility of the co-owner to provide the required information to the Association in writing.

The co-owner has the responsibility of notifying the lessee of all rules and regulations. Lessee may enjoy all the benefits available to the co-owner and must comply with all rules, regulations and restrictions under the condominium documents.

The lease must be consistent with, and incorporate the provisions of the Condominium Bylaws. Units may be leased for single family purposes only and the lease may not be for less than one year period.

2.6 DOCUMENT GUIDELINES

All co-owners should retain a copy of the following documents to remain informed of the guidelines that govern the condominium association. If copies of said documents were not made available from the previous owner they can be obtained from the Management Agent for an additional fee. Co-owners will receive a coupon book annually at no additional charge.

These documents should include:

1. Condominium Documents
 - Articles of Incorporation
 - Master Deed
 - Condominium and Association Bylaws
2. Coupon Book
3. Co-owners Handbook
4. Annual Budget
5. Annual Audit (received at Annual Meeting or upon request)

Any amendments and any new rules or regulations will be furnished by the Association and should be placed with your condominium documents.

According to Act 59. P.A. of 1978, books, records, and contracts concerning the administration and operation of the condominium project shall be available for examination by any of the co-owners and their mortgagees at convenient times and all books and records shall be audited or reviewed by independent accountants annually. Such audits need not be certified. The co-owner MUST receive approval from the Board of Directors prior to review of said records due to the cost of review (space and staff support). The co-owner should specify which documents they wish to review and upon approval of the Board, they must arrange a convenient time with the Management Agent, to be reviewed during regular business hours.

2.7 OCCUPANCY LIMITS AND GUIDELINES

Units shall be occupied only by a single family, unless persons not of the same immediate family obtain written consent by the Board of Directors to cohabit within a unit.

2.8 FINE POLICY

This policy applies to all co-owners, their families, guests, invitees, tenants and all occupants of the Harbor Cove Condominium Association located in Waterford Township, Michigan:

1. In the event of the first violation of any of these Rules and Regulations or of the Condominium Bylaws or other Condominium documents, the Board of Directors shall cause a letter to be sent to the offending co-owner stating what the nature of the violation is, the legal basis for the charge (i.e. Condominium Bylaws and any applicable Rules and Regulations) and providing the offending co-owners with not less than fourteen (14) days to correct the violation unless an emergency requires immediate corrective action by the Association.
2. In the event of a continuing uncorrected violation or in the event of a subsequent second violation of similar type, the Board of Directors will cause to be issued a written notice fining the offending co-owner \$25.00. The written notice of same shall provide the offending co-owner with the right to appear before the Board of Directors at the next scheduled Board meeting to defend him or, herself against the charge and the fine levied. In order to exercise his or her right, the co-owner must contact the Management **Agent in writing** and make a request to attend the meeting not later than fourteen (14) days after notification of the fine levy. The Board of Directors will arrange for such hearing and review the evidence presented and make its determination. The Board's decision is final.
2. In the event of a third violation, the Board may assess a fine in the amount of \$50.00. Notice and hearing procedures will be as stated in Paragraph 2 above.

3. In the event of a fourth or further violation, the Board of Directors may assess a fine of \$100.00. Notice and hearing procedures will be as stated in paragraph 2 above.

4. Fines assessed by the Board of Directors (and not modified after a protest and hearing before the Board of Directors) shall be assessed and collected according to the provisions set forth in Article II of the Condominium Bylaws, and the Michigan Condominium Act.

5. Inappropriate circumstances, after notice to the co-owner of a violation and where no action has been taken in the stated period to correct the violation, the Board of Directors shall have the discretionary right instead of, or in addition to the assessment of fines, to bring legal action for damages or injunctive relief to enjoin the violation or to exercise other relief allowed under the Condominium Bylaws.

6. If legal action is commenced and a judgment obtained against an offending co-owner, such co-owner shall be responsible for all costs and actual attorney fees incurred by the Association in prosecution of the legal action, as provided for in Article XI of the Condominium Bylaws.

3.0 RULES AND REGULATIONS

Rules and regulations are enacted by the Board of Directors to implement restrictions and to maintain the common elements within the complex. They are intended to create a beautiful community, harmonious living conditions, and fair and equal treatment for all residents.

3.1 REGULATION OF ANIMAL AND HOUSEHOLD PETS

1. Dogs, cats, birds, or other animals may be kept only with prior written consent of the Board of Directors, which, if granted, shall be revocable at any time by the Board. Written consent shall take the form of official registration of each pet with the Association. Of the aforementioned pets, only total of one (1) shall be allowed per unit. Although previously approved, new pets must be registered within thirty (30) days of the later of acquisition or move in. Any dog permitted to be kept must be duly licensed in accordance with Waterford Township Ordinance.

2. 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. Prolonged barking and howling of animals is not permitted.

3. No animal will be permitted to run loose upon the common elements on the condominium property. While on the common elements of the condominium property, any animal must be on a leash and shall, at all times, be attended by a responsible person. Likewise, that person shall be responsible to see that no excrement from such animal is deposited on any part of the common elements; but, if this should accidentally occur, it is also the responsibility of that person to

immediately pick (the person should be prepared for such exigency by having a 'pooper scooper', etc. readily available) and dispose of the excrement in his/her private trash disposal.

4. Any person and/or co-owner who shall cause or permit an animal to be brought or kept on condominium property shall indemnify and hold harmless the Association for any loss, damage, injury, or liability, which the Association may sustain as a result thereof. The cost of repair to damaged or destroyed property caused by such animal shall be charged to the person and/or co-owner responsible for the animal.

5. Any animal, including dogs and cats, found to be running loose should be reported to the Waterford Township Police Department, to be seized and impounded in accordance with the City of Sterling Height ordinance.

6. Any person or persons and/or co--Owner found to be violating any provision of the regulation shall be fined for each violation pursuant to fining procedures; to be paid within ten (10) days of receipt of notification; and, after a third violation, the Board of Directors will rescind its permit to keep the animal and will require that said animal be immediately removed from the premises.

3.2 LIMITED COMMON ELEMENTS, COMMON ELEMENTS MODIFICATIONS DEFINATIONS AND REGULATIONS

Limited Common Elements are defined as that portion of the common elements reserved in the Master Deed for the exclusive use of less than all of the co-owners. These include: water heaters, individual patios & porches, air conditioners, compressors, furnaces, interior surfaces of unit perimeter walls and ceilings and floors contained within a unit.

General Common Elements are defined as and include all other property and buildings in the Condominium complex other than the above mentioned limited common elements and the closed boundaries of the individual units (i.e. each individual living space).

The following regulations were duly adopted by the Board of Directors of Harbor Cove Association pursuant to the authority vested in the Condominium Bylaws:

1. Modifications to the limited and/or general common elements are not permitted without written Board approval. Board approval is comprised of a written consent to proceed, as well as an on-site inspection before, during and after completion of the requested and approved modification.

Individuals making modifications to the common elements without Board approval may be subjected to a fine and/or removal of the modification at the co-owners expense after notice and hearing thereon. Legal action may be taken to enforce this restriction.

2. Modifications such as awnings, window air conditioners, as well as changing exterior building architecture and landscaping are not permitted. All outdoor television, radio, CB antennas and satellite dishes are considered and addressed in the Antenna Rules herein.

If a window air conditioner is needed due to health reasons, a letter from the doctor stating this need must be submitted annually, prior to installation, for Board approval. The air conditioner will be allowed **June 1 - September 30 only**. If proper documentation and Board approval are not received prior to installation, the co-owner will receive a letter stating the air conditioner must be removed immediately or the co-owner will be fined according to fining procedures. A fine will continue on a monthly basis until the air conditioner is removed, and the fine is paid in full. Once a fine has been issued, it will not be revoked when the air conditioner unit has been removed -it must be paid.

3.3 RULES FOR RUBBISH COLLECTION

1. All rubbish must be placed in tightly sealed trash bags. Bags must be IN the dumpsters. If the dumpster is filled, please use another dumpster. If the dumpster is frozen shut please notify the management agent.

2. Boxes, carpeting and all bulky items must be broken down, cut up into sections three foot square and placed inside the dumpsters. If this is not possible, please contact your managing agent for the necessary arrangements for pick-up of the large items. Any trash left outside of the dumpsters or inside the corrals will cause the dumpster to remain unemptied.

3. Rubbish is not to be left outside of any unit, on the porch or patio, or outside the dumpster. This creates an unsightly appearance and invites rodents and animals.

3.4 VEHICLE REGISTRATION

There is no reserved parking anywhere within the complex. It is suggested that courtesy and common sense be applied with respect to the general common element parking areas throughout the complex.

Otherwise, the following Vehicle Regulation will apply:

1. Illegal and improper parking within the complex consists of:
 - Less than fifteen (15) feet from fire hydrant
 - Along fire routes
 - Parking on lawns or sidewalks, and including anything else cited in the city of Waterford Township Parking Ordinance.

2. It is the responsibility of each co-owner to instruct guests where to park their cars. Visitors are requested to park in normally open parking spaces, and not those regularly used by co- owners.

3. It is also the responsibility of a seller to advise a new co-owner of parking regulations.

4. Campers, boats and other recreational vehicles are permitted on the premises for twenty- eight (24) hours prior to and twenty-eight (24) hours following a trip, to permit packing and unpacking, otherwise they must be removed.

5. Abandoned Vehicles: Section 23.21 of the City of Waterford Township Zoning Ordinance provides.
"Storage of junk automobiles in residential areas: In any area zoned for residential purposes, the storage upon any property of junk automobiles, except in a completely enclosed building is prohibited. For the purpose of this section, the term junk automobiles' shall include any motor vehicle which is not licensed for use upon the highways, and shall also include, whether so licensed or not, any motor vehicle which is inoperative for any reason for a period in excess of sixty (60) days and detracts from the community."

6. Car Maintenance: washing/waxing of co-owners cars will be permitted in front of their unit. No repairs or maintenance on vehicles is permitted. NO storage or use of combustible products will be permitted. Excessive oil leaks should be brought to the attention of the co-owner and must be repaired within a reasonable amount of time in order to minimize staining of the cement or the co-owner will be fined accordingly.

7. Parking: No trailers, commercial vehicles, motorcycles or vehicles other than automobiles may be parked or stored on the condominium premises.

Commercial truck vehicles shall not be parked except for pick up and deliveries in the course of normal business.

If parking shortages arise, the Association may allocate and assign parking on an equitable basis.

8. Bicycles must not be left in automobile parking spaces, or stored on front porches or sidewalks. No bicycle may be stored or unattended in any common area.

9. The owner of an abandoned vehicle, un-plated or not in running condition, will be notified by registered mail and given forty-eight (48) hours to have the vehicle removed or the Association will have the car towed and impounded at that time. Upon receipt of two (2) notices on the same vehicle it can be towed without further notice. All cost incurred will be charged to the co-owner

3.5 DECK MAINTENANCE POLICY

All decks are limited common elements and must be maintained at the sole expense of the Co-owner. Decks are to be washed and stained with a natural cedar tone no less than every-other year.

3.6 LANDSCAPING POLICY

Any modifications in landscaping, whether additions or replacements, must be confined to existing planted areas in limited common elements of units and in keeping with existing planting. Failure to obtain Board approval for modifications may result in removal of modifications at co-owner expense (i.e. trees).

1. The planting of either flowers or shrubs are permitted in existing beddings provided they do not interfere with the grass cutting (including the patio areas). The Association recommends that planting be at least six (6) inches from the grass line and that the flowers planted do not exceed a height of 36 inches at full growth.

2. The Association will inspect the grounds periodically to tag dead bushes or trees in need of replacement. The Association will only replace bushes or trees that are dead and that were part of the original landscaping. The cost of removal and replacement is covered by the Association. Plantings located in the patio area are the co-owner's responsibility to maintain, as are any new plantings in any other areas.

3 Seasonal plantings within the limited common elements need not be approved but must be maintained (trimmed and disposed of when expired) by the responsible co-owner.

4. No lawn ornaments/statues shall be permitted in the front, rear or beds of the units (i.e. Religious figures, plastic birds, animals, and artificial flowers) without Board approval.
5. Black diamond type edging is permitted if approved by the by the Board of Directors.
6. Individual written requests for other alterations will be acted upon promptly by the Board of Directors.
7. Hanging planters are permitted without Board Approval, and may be hung from April 1st to November 1st only.

3.7 WINDOWS, DOORS AND SLIDING DOORS

1. Replacement of windows and door walls are permitted only with prior written authorization from the Board of Directors.
2. All replacements must match the existing design in appearance including the color and the amount and placement of the muntin grills.
3. Basement glass block windows are permitted with prior written authorization from the Board of Directors.
4. The Association will not be responsible for the repair or replacement of any glass within the window frame itself, which is defective because of non-functioning thermopane seal.
5. Storm doors and entry doors may be hunter green in color ONLY (storm doors may include clear acrylic panels only or safety glass), with **written Board approval prior to purchase and installation. If a co-owner repaints an entry door they will have automatically become responsible for all maintenance of that door.**

3.8 MISCELLANEOUS

No modifications shall be approved or made upon the condominium premises which will have an adverse effect on the insurance premiums paid by the Association or which would adversely increase the insurance rating. No modifications will be approved or permitted which would raise or create a health or safety issue within the complex. While the Board of Directors has attempted to address as many of the issues which may arise in the condominium complex with these Rules and Regulations, any matter specifically not addressed herein will be given consideration on a case by case basis, with the Board of Directors having the ultimate and final responsibility for the approval or disapproval of such matters, especially those dealing with health, safety, insurance, appearance, operation and administration of the condominium complex.

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1. Door knockers are an approved item only with written permission from the Board of Directors.
2. Swing sets and swimming pools are not permitted.
3. Newspaper boxes are not permitted.
4. No indoor/outdoor carpeting is allowed on the front porch or steps.
5. No yard sale shall be permitted.
6. Outdoor porch light replacement is the responsibility of the Association.
7. No cooking or grilling in front yards or on front porches or beneath an overhang is permitted.
8. Store shopping carts are not permitted in the complex for any reason.
9. Installation and maintenance of condominium alarm systems is the responsibility of the co-owner. Alarm signs are not permitted on the grounds in any areas.

3.9 **ANTENNA/SATELLITE DISH INSTALLATION**

RULES Preamble

These rules are adopted by the Board of Directors of Harbor Cove Condominium Association, on the 15th day of October, 2004, and will be effective on the 15th day of November, 2004.

Recitals

WHEREAS, Harbor Cove Condominium Association (" the Association") is responsible for governance and maintenance of the Condominium ("the Community"); and

WHEREAS, the Association exists pursuant to the laws of the State of Michigan and the Condominium Bylaws and Master Deed; and

WHEREAS, the Federal Communications Commission ("the FCC") adopted a rule effective October 14, 1996, preempting certain Association restrictions on the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas ("antennas"); and

WHEREAS, the Board of Directors desires to establish reasonable rules, regulations and policies that are compatible with the desires and wishes of the co-owners they represent, as well as help to maintain and increase the property values of all co-owners of the Association; and

WHEREAS, the Association desires and intends to adopt reasonable restrictions governing installation, maintenance, and use of antennas in the best interest of the Community and consistent with the FCC rule,

NOW, THEREFORE, the Association adopts the following restrictions and regulations for the Community, hereinafter referred to as the "Rules", which shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess an interest in the Community, and which shall supersede any previously adopted rules on the same subject matter.

Definitions:

- Antenna - any device used for the reception of video programming services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS). A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna, provided it meets FCC standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance and use of a reception antenna shall be considered part of the antenna.
- Mast -structure to which an antenna is attached that raises the antenna height.
- Transmission-only Antenna - any antenna used solely to transmit radio, television, cellular, or other signals.
- Owner - any Association unit co-owner. For the purpose of this rule only, "owner" includes a tenant who has the written permission of the unit co-owner to install antennas.
- Telecommunications Signals -signals received by DBS, television broadcast, and MDS antennas.
- Exclusive-use Area _ The Limited Common Elements in which the owner has a direct or indirect ownership interest and that is intended for the exclusive use and enjoyment of the owner of the unit to which the Limited Common Elements are appurtenant, as defined in the Master Deed of the Association.

Installation Rules

Antenna Size and Type:

1. DBS antennas that are one meter or less in diameter may be installed with **prior Board approval** and a modification request must be filled out and presented to the Board of Directors prior to installation. DBS antennas designed to receive satellite signals, which are larger than one meter in diameter, are prohibited.
2. MDS antennas that are one meter or less in diameter may be installed with **prior Board approval** and a modification request must be filled out and presented to the Board of Directors prior to installation. MDS antennas larger than one meter in diameter are prohibited.
3. Antennas designed to receive television broadcast signals and that are less than one meter in size may be installed with **prior Board approval** and a modification request must be filled out and presented to the Board of Directors prior to installation.
4. Installation of transmission only antennas is prohibited.
5. All antennas not covered by the FCC rule are prohibited.
6. No more than one antenna for each type of service may be installed by a co-owner. Service is defined as each type of media (radio, television, ham radio, etc.) as well as different providers supplying non-redundant programming. If the programming provided by two different providers using different reception devices (antennas) is essentially the same, then only one reception device will be allowed.

Location:

1. Antennas must be installed solely in the co-owner's unit or exclusive-use area (Limited Common Element - patio/deck area). Installation of antennas on a Limited Common Element does not convert the Limited Common Element to individual property. No installation is permitted on the siding of any unit which is the association's responsibility to repair and maintain.
2. If acceptable quality signals can be received by placing antennas inside a unit without unreasonable delay or unreasonable cost increase, then outdoor installation is prohibited.
3. Antennas must not encroach upon any 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.

4. Antennas shall be located in a patio area shielded from view from the street or from other units to the maximum extent possible; provided, however, that nothing in this rule would require installation in an exclusive use area where an acceptable quality signal cannot be received. This section does not permit installation on General Common Element, even if an acceptable quality signal cannot be received from the Limited Common Element.

Installation on Limited Common Elements:

1. Antennas shall be no larger or installed higher than is absolutely necessary for reception of an acceptable quality signal.
2. All installations shall be completed so that they do not materially damage the General Common Elements, Limited Common Elements, or individual units, or void any warranties of the Condominium Association or other co-owners, or in any way impair the integrity of an Association structure.
3. Any installer other than the co-owner shall provide the Association with an insurance certificate listing the Association as a named insured prior to installation. Insurance shall meet the following minimum limits:
 - a. Contractor's General Liability (including completed operations): \$1,000,000
 - b. Worker's Compensation: Statutory Limits
(The purpose of this regulation is to ensure that antennas are installed in a manner that complies with building and safety codes and manufacturers' instructions. Improper installation could cause damage to structures, posing a potential safety hazard to Association residents and personnel.)
4. Antennas must be secured so that they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the antennas, including damage from wind velocity.
5. There shall be no penetrations of exterior General Common Elements or exclusive-use areas of the building. The following devices shall be used unless they would prevent an acceptable quality signal or unreasonably increase the cost of antenna installation, maintenance or use:
 - a. Devices that permit the transmission of telecommunication signals through a glass pane without cutting or drilling a hole through the glass pane
 - b. Devices, such as ribbon cable, which permit the transmission of telecommunications signals into a residence through a window or door without penetrating the wall; or existing wiring for transmitting telecommunications

signals and cable services signals.

6. If penetration of a building is necessary, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes. (The purpose of this rule is to prevent structural damage to the building and residences from moisture).

Maintenance:

1. Co-owners who install or maintain antennas are responsible for all associated costs, including .but not limited to, costs to:
 - a. Place (or replace), repair, maintain, and move or remove antennas
 - b. Repair damage to any property caused by antenna installation, maintenance or use
 - c. Pay medical expenses incurred by persons injured b antenna installation, maintenance or use
 - d. Reimburse residents or the Association for damage caused by antenna installation, maintenance or use
 - e. Restore antenna installation sites to their original condition
2. Co-owners shall not permit their antennas to fall into disrepair or to become a safety hazard. Co-owners shall be responsible for antenna maintenance, repair and replacement, and the correction of any safety hazard.

Antenna Removal:

1. Antenna removal requires restoration of the installation location to its original condition. Owners shall be responsible for all costs relating to restoration of this location.

Association Maintenance of Locations Upon Which Antennas are Installed:

1. If antennas are installed on property that is maintained by the Association, the owners retain responsibility for antenna maintenance. Antennas must not be installed in a manner that will result in increased maintenance costs for the Association or for other residents. If increased maintenance or damage occurs, the owners are responsible for all such costs.
2. If maintenance requires the temporary removal of antennas, the Association shall provide owners with 10days written notice. Owners shall be responsible for removing or relocating antennas before maintenance begins and replacing antennas afterward. If they are not removed in the required time, then the Association may do so, at the owner's expense. The Association is not liable for any damage to antennas caused by Association removal.

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Notification Process:

1. Any co-owner desiring to install an antenna must complete a modification request form and submit it to the Board of Directors, in care of the Management Agent. If the installation is routine, conforming to all of the above restrictions, the installation may begin immediately.
2. If the installation is other than routine for any reason, the owner, the Management Agent and the Board of Directors must establish a mutually convenient time to meet to discuss installation methods. The Management Agent can be contacted during its normal business hours Monday through Friday.
3. If antennas become detached, owners shall remove or repair such detachment within 72 hours of the detachment. If the detachment threatens safety, the Association may remove antennas at the expense of the co-owner.
4. Co-owners shall be responsible for antenna repainting or replacement of the exterior surface if antennas deteriorate.

Safety:

1. Antennas shall be installed and secured in a manner that complies with all applicable local and state laws and regulations, and manufacturer's instructions. Co-owners, prior to installation, shall provide the Association with a copy of any applicable governmental permits if required for safety reasons.
2. Unless the above-cited laws and regulations require a greater separation, antennas shall not be placed within 25 feet of power lines (above ground or buried). (The purpose of this requirement is to prevent injury or damage resulting from contact with power lines).
3. Antennas shall not obstruct access to or exit from any unit, walkway, ingress or egress from any area, electrical service equipment, or any other areas necessary for the safe operation of the condominium. (The purpose of this requirement is to ensure the safety of the Association residents and personnel and safe and easy access to the Association's buildings and structures).
4. Installations must comply with all applicable codes, take aesthetic considerations into account, and minimize the impact to the exterior and structure of the co-owner's unit.
5. To prevent electrical and fire damage, antennas shall be permanently grounded.

Installation by Tenants:

1. These rules shall apply in all respects to tenants. Tenants desiring to install antennas shall obtain prior written permission of the unit owner. A copy of this permission must be furnished with the modification request.

Enforcement:

1. If these rules are violated the Association, after notice and opportunity for the co-owner to be heard, may bring action for declaratory relief with the FCC or any court of competent jurisdiction. If the court of FCC determines that the Association rule is enforceable, a fine of \$50 shall be imposed by the Association for each violation. If the violation is not corrected within a reasonable length of time (30 days), additional fines of \$10 per day will be imposed for each day that the violation continues. To the extent permitted by law, the State Condominium Act, the Master Deed and By-laws of the Association, the Association shall be entitled to reasonable attorney fees, costs and expenses incurred in the enforcement of this policy.
2. If antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit the installation or seek removal of the installation.

Antenna Camouflaging

1. Antennas may be required to be painted to match the color of the structure to which they are installed.
2. Camouflaging antennas through inexpensive screening or plants is required if antennas are visible from the street or other units or other structures.
3. Exterior antenna wiring shall be installed so as to be minimally visible.

Severability:

1. If any provision is ruled invalid, the remainder of these rules shall remain in full force and effect.
2. If antennas become detached, owners shall remove or repair such detachment within 72 hours of the detachment. If the detachment threatens safety, the Association may remove antennas at the expense of the co-owner.
3. Co-owners shall be responsible for antenna repainting or replacement of the exterior surface if antennas deteriorate.

If any provision contained in this Rules & Regulations is ruled invalid or conflicts with the Master Deed & Bylaws of Harbor Cove Condominium Association, the remainder of these rules shall remain in full force and effect.

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