

ROCHELLE PARK CONDOMINIUM

RULES & REGULATIONS

Monthly Association Meetings

Association Board Meetings are scheduled on a monthly basis. Should you wish to attend a meeting, you may obtain the place and time from the Property Manager.

The Association's Annual Meeting is held on the 3rd Tuesday in October of each year. Notices of this meeting are sent out 30 days and 10 days prior to the scheduled date. This meeting is for the condo owners; therefore, it is strongly recommended that you attend.

Modifications/Alterations

Nothing can be attached to the outside building, or any outside structure, without the prior written consent of the Board. Modifications, of any type, are not allowed to the outside without an approval by submitting a Modification Request Form to the Property Manager. These forms can be obtained from the Rochelle Park HOA Facebook page and must be submitted and approved before any change to the outside can commence.

SIGNS

Condominium For Sale signs may be displayed in a front window or door of the condominium. These signs must adhere to the Association Bylaws. Open House and Garage Sale signs can be displayed during the exact hours of the occurring event and must be removed once the event is finished each day.

No other type of sign is allowed without the written approval of the Association Board (this includes automobile For Sale signs, contractor signs, and or, commercial vehicle lettering).

TRASH PICKUP

Trash & Garbage pickup is scheduled weekly on Mondays. Should the normal trash collection day be a Holiday, trash & garbage will be picked up the following work day.

Nothing should be set out before 5 PM of the day before scheduled pickup.

Trash & Garbage containing food waste, in cans with secured lids, shall not be set out for pickup before 5 PM the evening before the scheduled day. Should you choose to use plastic bags rather than Garbage Cans with secured lids, your garbage shall not be put to the curb before 5 AM on the morning of collection to minimize the effects of animals getting into the garbage. Recyclables are picked up every other week. If you have questions about recyclables, contact Waste Management. Lawn waste is not included, as a recyclable, in our contract. Take lawn waste, at no cost, to the recycling center on School Rd, North of Hamlin Rd and West of Dequindre.

Scheduling of bulk item pickup is done by the Resident/Owner. Contact Waste Management directly by calling 1-800-796-9696 (account # 7140091449).

These items shall be set out the evening before or the day of pickup only.

Each owner/resident is responsible for cleanup of any of his trash/garbage/recyclable that is scattered or strewn about the lawn and street, both before and after trash pickup.

PETS

No animal shall be kept except common indoor household pets. All pets must be leashed at all times (while outside) and cannot be unattended. All residents are responsible for picking up after their pet each and every time within the Association property (there is no exception to this rule). The Association Bylaws addresses pets within its content and will therefore be the primary ruling on all pets within the community.

VEHICLES

No house trailers, commercial vehicles, boat trailers, boats, camping trailers, snowmobiles, snowmobile trailers, or vehicles other than automobiles, motorcycles, or light trucks may be parked or stored upon the premises of the Condominium, unless parked in an area specifically designated therefore by the Association. Commercial vehicles and trucks shall not be parked in or about the Association Property unless making deliveries or pickups in the normal course of business. Campers and similar vehicles may not be kept at the condominium for a period exceeding 24 hours except with the express written approval of the Board of Directors or its designee.

ROCHELLE PARK SWIMMING POOL

Only condo owners or lease tenants, and their guests, will be permitted to use the pool facilities. Guests must be accompanied by the resident at all times and will be limited to 4 guests per visit. Pool use can be revoked and fobs de-activated for violation of any rule. By entering the pool area you are agreeing to the rules posted (by the clock on the clubhouse wall on the north side of the pool) and on the Rochelle Park HOA Facebook Group). The pool is generally open from Memorial Day through Labor Day, however, this may be extended by the discretion of the Board of Directors.

There will be only one fob distributed to each unit. All replacement fobs will be activated and the original fob de-activated through our system. Any replacement fobs will have a charge of \$25.00 each unless it is due to failure of the original fob. However, the original fob will be required to be turned in before a replacement is issued.

The pool has wireless internet available free of charge to all Rochelle Park Residents.

DECK SPECIFICATIONS

The rear deck and patio area at each condominium is the homeowner's responsibility to maintain. The Association Board will inspect each deck and patio, on an annual basis, and send a letter of repair to any homeowner found in violation of the above.

The deck must be built by a licensed contractor and all permits must be pulled from the City of Rochester Hills. The deck cannot exceed a width of 10 feet out from the building, as measured from the basement foundation or from the farthest building projection of the rear of the unit. The length of the deck cannot exceed the length of the back of each condo.

The air conditioner unit must have adequate clearance for operation and service and can be moved to be within 3 feet of the deck. It is the homeowner's responsibility to protect the air conditioning unit from damage due to lawn care. All homeowners can place protective gravel, patio blocks, etc. within 12 inches around the AC unit. The AC unit can only be moved by a licensed and bonded contractor.

SUNROOMS

The following guidelines have been set forth by the Board of Directors to aid the association's co-owners with the approval and construction process, for installation of a sunroom/screened porch.

1. The addition must be attached to the owner's condo and cannot be attached to the neighbor's condo. No "gazebo" style detached sunrooms. The frame for the sunroom must be extruded aluminum and the walls must be glass and/or screen, with or without a knee wall, from floor to ceiling.
2. The sunroom must have a foundation and/or deck that does not exceed the current association's guidelines for length and width. The completed structure must meet all of Rochester Hills Building Codes.
3. The sunroom must be beige in color and should match the exterior of Rochelle Park Buildings.
4. A detailed plan must be presented to the Board which is to include structural design, roof loads, color chips, landscaping plans, etc. Consistent style, color, and structural integrity must be maintained throughout Rochelle Park; therefore, an application can be rejected based on any of these reasons.
5. The sunroom may not exceed 11 feet in height, from the base to the roofline where the room meets the condo. The length must be a minimum of 15 feet and a maximum of 20 feet, with a width of 10 feet. The roof must be a flat style roof with a pitch of 3- 12. A 5 feet set back from the property line must be maintained (exceptions may be granted where necessary).
6. The roof must allow for access of exterior painting of the existing condo, therefore, the roof must be a solid material and have adequate roof load to allow painters access. However, skylights will be allowed with a maximum of three.
7. Construction must be done by a licensed and bonded contractor, and a copy of the permit from the City must be submitted to the association.
8. Any and all future maintenance and upkeep of the sunroom is the responsibility of the condo owner. The room must not become unsightly or a nuisance. The inside wall of the sunroom (formerly the exterior wall of the condo) must remain the same color of the exterior of Rochelle Park.
9. The chosen contractor will be required to submit a copy of their insurance policy to the Association. They will repair any damage caused to the common area at their expense. They may not work before 7am or after 7pm Monday through Friday and 9 to 12 on Saturday.

The application may be approved or rejected based on the above criteria, including any unforeseen circumstances that have not been properly addressed above.

WEB SITE

All documents for Rochelle Park Condo's can be found on the "Rochelle Park HOA" Facebook Group page. The Facebook address is: "Rochelle Park HOA".

SATELLITE DISHES

Satellite Dishes are allowed per the FCC Ruling on such dishes. Installation of Satellite Dishes cannot be attached to the roof or building of the condominium. All Satellite Dishes must be attached to a post, within 3 feet of the condo, or on the rear deck of the unit. Anyone who installs a Dish is responsible for any property damage caused by the dish, any medical expenses incurred by persons injured by such antenna, and any cost for restoration of the installation area. If the antenna becomes detached from the original location, repair must be made within 72 hours. If repairs are not made within this time frame, the Association may remove the antenna at the owner's expense. All dishes must remain in working condition to be installed.

Satellite Dishes must be installed and secured in compliance with all City, State, and Federal regulations. Masts may be no higher than absolutely necessary to receive a signal. Any owners wishing to install a Satellite Dish must complete a modification request form and submit it to the Board of Directors for approval. You may install the Satellite Dish after you have received written approval from the Board of Directors, or the Property Manager.

If these rules are violated, a \$100.00 fine shall be imposed by the Association to the unit in violation. Failure to correct the violation within 14 days after notification will result in a \$250.00 fine assessed to the unit. Continued failure to comply will result in legal action.

EXERIOR GARAGE LIGHTS

The garage lights must be on from Dusk to Dawn every day. This is a City of Rochester Hills requirement since the Rochelle Park Community does not have street lights. This requirement is for emergency vehicles in order to locate the correct address quickly. These lights will be maintained by the Association, including replacing the light bulbs due to this requirement. Please call the Property Manager regarding any work that needs to be done to these fixtures or sensors.

ELECTRICAL AND WATER FOR EXTERIOR MAINTENANCE

All homeowners are required to provide water and electrical when necessary for outside maintenance. Each contractor will make every effort to notify the homeowner in advance that such request is necessary. However, some emergencies will require immediate usage and must be provided by the homeowner.

PARKING ON ROCHELLE PARK'S STREETS

There is absolutely no overnight parking on any street throughout Rochelle Park. This is a city requirement since we do not have standard city roads. The width of our roads does not allow enough room for parking and emergency vehicles. All overnight parking should take place in your driveway. Any extra space needed is available at the clubhouse. However, all cars parked in the clubhouse need to be moved off the clubhouse parking area within 24 hours.

MAINTENANCE REQUEST

All maintenance requests need to go through the Customer Service Department of the Property Management Company. Board members are not allowed to take such requests! The Property Management Company is paid to take this request and contact a contractor in a timely manner. The contractor has the responsibility to set up the appointment with the homeowner. PLEASE do not discuss your maintenance issues with Board members (unless you attend the regularly scheduled monthly meeting) as they do not have any information on these matters. If a homeowner does not hear from a contractor in a timely matter, please contact the Property Manager directly.

PLEASE be respectful that Board members are volunteers and have the same desire to enjoy the community as all homeowners. It is not acceptable to discuss maintenance issues with Board members unless you have already gone through the Property Manager and have not gotten results.

SALES/ OPEN HOUSES

Condo owners may have a garage sale once a year on Friday, Saturday and Sunday from 9am until 5pm. Signs can be posted for such an event but must be removed at the conclusion of the

sale each day. Homeowners wishing not to utilize all 3 days of the day at once will not be given additional opportunities for such a sale throughout the year.

EACH HOMEOWNER IS GIVEN ONE OPPORTUNITY EACH YEAR TO HAVE A SALE FOR UP TO 3 DAYS, NO EXCEPTIONS!

In order to help sell the condos, an Open House can take place on Saturday or Sunday during the hours of 9am until 5pm. All signs must be installed just prior to the open house and removed immediately after. However, a for sale sign can remain in the window or door of the condo until the unit is sold. PLEASE review the details in the bylaws of the Association.

We all understand the need for Rules and Regulations to ensure that the appearance of Rochelle Park is maintained, and for the enjoyment of **ALL** of our residents. Failure to abide by these Rules and Regulations will result in a Warning, followed by a progressive fine system for further infractions.

PROPERTY MANAGER

Crystal Dillon

Encompass Management Group

18161 W. 13 Mile Rd., Ste. LL

Southfield, MI 48076

Phone: 888-675-9229

Fax: 248-230-4168

Email: service@emgcondo.com

10.00 REAR DECK SPECIFICATIONS

The deck cannot exceed a width of 10 ft. out from the building as measured from the basement foundation or from the farthest building projection of the rear of the unit.

The length of the deck must not exceed 35 ft. including any attachment or stairs. This is to ensure that the deck does not cross an imaginary boundary of the unit walls extended out from the building.

The air conditioner unit must have adequate clearance for operation and service. The air conditioner may be removed to within 3" of the exterior deck structure.

Any lawn sprinklers are to be moved at the co-owner's expense. All lawn areas excluding deck must be adequately irrigated.

A permit must be obtained from the City of Rochester Hills and the deck built to city codes.

All decks plans has to be submitted to the Rochelle Park Association Board **PRIOR** to construction for approval.

Construction of a deck must be performed by a licensed contractor.

Landscaping around the rear deck is solely the co-owner responsibility to maintain and expense.

The maintenance of the rear deck is the responsibility of the co-owner, including the staining and all repairs of the deck.

The deck color / sealer must be clear/cedar tone color only; no "solid" type permitted. Any changes to the deck (including stains/sealers) must be approved by the board.

ROCHELLE PARK CONDOMINIUM ASSOCIATION RULES & REGULATIONS

REVIEWED, UPDATED & REVISED OCTOBER 2005

This edition of Rochelle Park Condominium Association Rules & Regulations replaces and supersedes any and all prior editions of Rochelle Park Condominium Rules & Regulations

TABLE OF CONTENTS

- 1.00 INTRODUCTION**
- 2.00 MEETINGS**
- 3.00 MODIFICATIONS/ALTERATIONS**
- 4.00 SIGNS**
- 5.00 TRASH PICKUP**
- 6.00 PETS**
- 7.00 VEHICLES**
- 8.00 OVERNIGHT CLUBHOUSE PARKING RULES & REGULATIONS**
- 9.00 CLUBHOUSE RULES AND REGULATIONS**
- 10.00 SWIMMING POOL RULES AND REGULATIONS**
- 11.00 REAR DECK SPECIFICATIONS**
- 12.00 FRONT DECK SPECIFICATIONS**
- 13.00 GENERAL STORAGE**
- 14.00 HOLIDAY DECORATIONS**
- 15.00 GARAGE SALES**
- 16.00 SUN ROOMS**
- 17.00 STORM DOOR SPECIFICATIONS**
- 18.00 ANTENNA RULES AND REGULATIONS**

1.00 INTRODUCTION

The purpose of this handbook is to provide information pertaining to Rules and Regulations to the Co-owners of Rochelle Park Condominium Association. It is not intended to cover the details of all the rules of the Condominium Documents or Board of Directors rulings. It is intended to provide as much information as possible in a condensed organized fashion.

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. Any new or updated information will be mailed first class to the designated voting representative Co-owner.

Any deviations from these rules need to be approved by the Board of Directors.

In the event these Rules & Regulations conflict with the Rochelle Park Condominium Association documents (Master Deed and Association Bylaws, Articles of Incorporation) or the Michigan Condominium Act, the Condominium documents and the Act shall govern.

Masculine pronouns are used in this document for literary convenience.

2.00 MEETINGS

Association Board meetings are held on a monthly basis. Monthly meetings are open to all condo owners and time is set aside at the beginning of every meeting to discuss individual issues.

If you wish to discuss a specific issue at a Board Meeting, you must contact the Management Company, Kramer Triad at least 10 days prior to the meeting in order to be placed on the agenda.

The Association's Annual Meeting is held in October of each year. Notices of this meeting are sent 30 days and 10 days prior to the scheduled date. The Board strongly urges your attendance at this meeting. We must have 50 co-owners including proxies present to conduct any business that requires a vote.

3.00 MODIFICATIONS / ALTERATIONS

No member shall alter the exterior appearance or structurally modify his unit (including interior walls through or in which there exist easements for support or utilities) or change any of the limited or general common elements from the way it or they were originally constructed by the Developer, including, without limitation, painting the exterior or erecting antenna, lights, aerials, awnings, doors, shutters or other exterior attachments or modifications, nor shall any member damage, modify or make attachments to common element walls between units, which alterations in any way impair the sound-conditioning properties thereof, without the unanimous written approval of the Board of Directors. The Board of Directors, in its sole discretion, may disapprove any such request. However, it may only approve such alterations as do not impair the structural soundness, safety, utility, integrity or appearance of the Condominium. The Board of Directors may appoint an Environmental Control Committee and may delegate to it responsibility for establishing rules relating to the appearance of units and common areas, and the approval of the construction, maintenance and repair thereof. Even after approval, a member shall be responsible for all damages to any other units and their contents or to the common elements, resulting from any such alteration.

All modifications or alterations, installation of decks, changes to the landscaping, storm door installation (other than Fox or Trapp brand, style #108 and the same color as others within the same building), structural changes such changes in plumbing and electrical, must obtain prior written approval from the Association's Board of Directors. Detailed plans must be submitted to the Board with the modification request. Interior modifications do not need Board approval as long as they do not change the structural integrity of the building.

4.00 SIGNS

No signs or other advertising devices shall be displayed which are visible from the exterior of a residential unit or on the common elements, including "For Sale" and "For Rent" signs, without written permission from the Association.

In an effort to help facilitate co-owners with the sale of their individual units, while preserving the ambience of the Rochelle Park community, the Board of Directors has adopted the policy that "For Sale" signs will be permitted on the weekends during "open house".

Security / Alarm Company signs are not allowed except for a small window sticker.

5.00 TRASH PICKUP

Trash pickup is scheduled for each Tuesday. Should Tuesday be a legal holiday, trash will be picked up on the following day. The trash collection company is Waste Management.

Recycled goods are collected on alternating Tuesdays. Any containers with **styrofoam** "**peanuts**" or other packing materials **MUST** be taped closed to avoid being scattered by wind. Newspapers should be tied or bagged.

Trash can be set out no earlier than Monday night.

Trash containers are to be kept and stored inside the garage. **NO outside** storage.

Co-owners are to place their trash in front of their units, not in front of a neighbor's unit.

Oversize items such as furniture, appliances and etc. requires a special pick up. Call Waste Management at 1-800-386-7783.

6.00 PETS

No animal shall be kept except common indoor household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept.

No more than one such household pet may be kept in any unit without written permission of the Board of Directors. No such pets may be permitted to run loose upon the common elements, limited or general. Owners must clean up after their pets immediately. Dogs must be leashed when outside, not tethered and left unattended

The Association may charge all co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article V, Section 4, of these bylaws if the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium.

The Association may, without liability to the owner thereof, remove or cause to be removed, any animal from the Condominium which it determines to be in violation of the restrictions imposed by the Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper.

Any person who causes an animal to be brought or kept in the Condominium shall indemnify and hold harmless the Association for any damage, loss or liability which might accrue to the Association as a result of the presence of such animal in the Condominium, regardless of whether the animal's presence is permitted.

7.00 VEHICLES

No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than automobiles or light trucks may be parked or stored upon the premises of the Condominium, unless parked in an area specifically designated therefore by the Association.

Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business.

In the event that there arises a shortage of parking spaces, the Association may allocate or assign parking spaces from time to time on an equitable basis.

Campers and similar vehicles may not be kept at the Condominium for a period exceeding twenty-four hours except with the express written approval of the Board of Directors or its designee.

Per City of Rochester Hills Fire Department ordinance. No parking on street or grass permitted.

Penalty Schedule:

- 1st Offense = Warning Letter
- 2nd Offense = \$25 Fine
- 3rd Offense = \$50 Fine

OVERNIGHT CLUBHOUSE PARKING RULES & REGULATIONS

- Overnight parking, at the clubhouse parking lot, will be allowed with the appropriate permit only. Permits are available from Kramer-Triad Management Group, 990 South Boulevard East, Suite 100, Troy, MI. Permits must be renewed annually (from the date of issue). There will be a \$20.00 processing fee for each permit.
- Parking permits allow only the vehicle listed below to be parked in the clubhouse parking lot. Permits are not transferable to other vehicles.
- Overnight parking (clubhouse parking lot) hours are between 6:00 p.m. and 8:00 a.m. only. Vehicles must be removed daily. Vehicles parking in the clubhouse parking lot before 6:00 p.m. and after 8:00 a.m. may be towed at the owner's expense.
- In accordance with the City of Rochester Hills parking ordinances and State fire codes, parking on the street at any time is prohibited whereas all streets within the development are designated fire lanes. Vehicles in violation of the fire lane may be towed at the owner's expense.
- Only private passenger vehicles are allowed in the clubhouse parking lot. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than automobiles or light trucks may be parked in the clubhouse parking lot as per the Association bylaws. Any vehicles other than private passenger vehicles may be towed at the owner's expense.
- Vehicle maintenance is prohibited in the clubhouse parking lot.
- "For Sale" signs and other advertising devices are not allowed anywhere in the community. This includes the clubhouse parking lot and the vehicles parked therein.
- No more than 2 permits per household is allowed. Whereas parking space is limited, permits will be issued on a "first-come, first serve" basis.
- Permits must be displayed on the front windshield of the vehicle at all times. Vehicles without a displayed permit may be towed at the owner's expense.
- Rochelle Park Condominium Association will not be liable for any damage and/or theft to vehicles.

- These clubhouse parking rules and regulations were adopted by the Board of Directors on May 21, 2002.

- The Association Master Deed and Bylaws supersede any inconsistencies in the clubhouse parking rules and regulations.

CLUB HOUSE PARKING PERMIT

Co-owner: _____

Vehicle registered to: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ License plate no. _____

I have read the above rules and regulations and I agree to the terms and conditions for clubhouse parking at Rochelle Park Condominium Association. I agree that if these terms are violated my vehicle may be towed and all expenses, to recover said vehicle, will be my responsibility.

Co-owner: _____ Date: _____
(Signature)

8.00 CLUBHOUSE RULES & REGULATIONS

Conditions of Rental

A. Purpose of Rental:

The Community Clubhouse may be rented by a co-owner in the Rochelle Park Community for their exclusive use, for private social functions **only**. Any and all money-making or fund raising projects are prohibited.

Only a co-owner can rent the Clubhouse. Family members may not rent the clubhouse.

B. Attendance at Functions:

The co-owner who rents the Community Clubhouse for a function **must** be in attendance at the function **at all times**. The co-owner will be responsible for abiding by the community Clubhouse Rules and Regulations, as well as for proper lock-up of the Clubhouse after the function.

C. Rental Hours:

No function may extend beyond 2:00 a.m. under any circumstances.

D. Indemnification:

The co-owner renting the Community Clubhouse agrees to indemnify the Rochelle Park Condominium Association for any damages, lawsuits, legal fees and/or other expense resulting from any event for which the co-owner has leased the Clubhouse facility for his/her/their personal use.

The co-owner also holds Rochelle Park Condominium Association harmless of any cost resulting from any harmful incident that results before, during or after the intended rental purpose.

The Rental Agreement contains this indemnification clause; your signature on the Rental Agreement is your acceptance of same ("Clubhouse Reservation Application" and "Rental Agreement" forms are available from the management office of Kramer-Triad Management Company, L.L.C.)

E. Parking:

Parking of cars is restricted to the parking lot in front of the Clubhouse.

F. Decorations:

Balloons, streamers, crepe paper, etc., are **not** to be affixed by any means on the walls and/or wood moldings.

G. Outside of Building:

The pool may not be rented or used during any social function. No outdoor grills. No food or drink may be served outside the Clubhouse. All party activities must be contained within the Clubhouse.

H. Deliveries:

The management personnel **will not** be held responsible for the safe keeping of any deliveries pertaining to the function. The Association **will not** be responsible for or sign for the delivery or pick-up of party supplies. Association or management personnel are **not** available to assist in setting up the party.

I. Smoking:

Smoking is not permitted anywhere in the Club House building.

J. Termination of Function:

A party may be terminated at any time by the designated Association representative of the Board of Directors, if in the opinion of the designated person, the function is a nuisance to other co-owners or the Association, and could or is causing excessive noise, vandalism, or any other damage to the Association.

Termination of a function for, but not limited to, the reasons outlined herein, will result in the forfeiture of deposit and/or future rental privileges. The violation of any of the rental regulations herein stated will result in the forfeiture of the deposit and possible legal action.

K. Securing the Facility:

The co-owner reserving the Clubhouse is responsible for ensuring that all doors and windows are locked and that the alarm system is properly activated. If this is not done, the alarm deposit will be retained by the Association. If the alarm is set off during the period the co-owner has reserved the Clubhouse, the alarm deposit will also be retained to cover costs assessed by the Police Department or alarm company.

L. Inspection of Premises:

An inspection of the premises will be made with the co-owner and Association designated representative when the key is picked up prior to the function. The purpose of the inspection is to determine the condition of the facility, review the availability of equipment and to receive instructions for operating the alarm.

A final inspection will be made after the function with the co-owner, if possible. This final inspection will determine the existence of any damage to the facility. If damage exists and the damage amount exceeds the deposit, the co-owner will be assessed the difference. By applying for and renting the Clubhouse, the co-owner expressly acknowledges that damages in excess of the deposit, if any, may be assessed to his/her unit and collected in the same manner as other assessments according to the Michigan Condominium Act and the condominium bylaws.

An *After Party Checklist and Alarm Procedure* will be given to the co-owner renting the facility as reminders for cleanup and arming the alarm system.

M. After Function Cleanup:

The co-owner renting the Clubhouse is responsible for the removal of any and all items brought into the building by the co-owner, including all trash generated by the function.

Rental Information

A. Reservations

Reservations may be made by a co-owner not in default. All rentals are made on a first-come, first-served basis. To secure a desired date, the rental deposit must be returned to the management office, along with the *Clubhouse Reservation Application and Rental Agreement*. All applicable fees must be paid at least two weeks in advance. Please make three separate checks, payable to Rochelle Park Condominium Association.

The deposits will be refunded within 30 days of the function, providing all rental agreements are satisfied. The applicable fees are as follows:

Rental Fee:	\$ 100.00
Damage Deposit:	\$ 50.00
Alarm Deposit:	\$ 50.00

B. Consult bulletin board or newsletter for person in charge of the club house rental.

C. Failure to return the key after the function will result in a \$ 25.00 charge.

D. Included in the rental fee is a charge for cleaning the Clubhouse by a professional cleaning company after **each** rental.

E. I understand that my damage deposit and alarm deposit will be returned if no damages or violations of the Rules and Regulations occur.

F. I also understand there will be a \$ 25.00 charge for checks returned for non-sufficient funds.

G. I tender herewith, my checks in the amount of \$ 100.00; \$ 50.00; and \$ 50.00. I also hereby certify that I understand and agree with all Rules & Regulations and information contained herein.

Signature of Co-owner

Signature of Co-owner

Date

Unit #

9.00 SWIMMING POOL RULES & REGULATIONS

The rules and regulations listed herein are for the protection and benefit of all to assure safe and sanitary operation of the swimming pool and facilities. Many of these rules are actually State of Michigan law, and violation could result in the closing of the pool by the state. Your cooperation is needed to afford pleasant relaxation and recreation for all concerned.

Parents are requested to remind their children to observe all rules. Failure to comply will be considered sufficient cause for action by the Rochelle Park Condominium Association, including barring violators from the use of the swimming pool and facilities.

All persons using the swimming pool do so at their own risk and assume sole responsibility for accident or injury in connection with such use.

1. The pool hours are 9:00 a.m. to 8:00 p.m.
Adults only (18 years or older) 8:00 p.m. – 10:00 p.m..
2. Children under 14 years of age must be accompanied and supervised by an adult of at least 18 years of age while inside the pool enclosure.
3. The State of Michigan law dictates that a person who has an infectious or communicable disease, or with a possible infectious condition, such as a skin eruption, open blister or cut, or inflamed "pink" eye, shall be prohibited from using the swimming pool. (A person with such a condition may be granted use of the pool upon presentation of a physician's written statement that the condition is not communicable.)
4. A person who uses the swimming pool shall take a cleansing shower before entering the swimming pool. If entrance to the pool area was made with bare feet or swimming shoes, it is necessary to rinse these before entering the pool.
5. The bathing apparel worn in the swimming pool must be clean. Babies wearing diapers must have waterproof pants covering the diaper or swimming diapers.
6. All pool furniture should be returned to its normal position and all umbrellas must be lowered when leaving to prevent damage from storms.

7. A person shall not spit or otherwise pollute the swimming pool or related areas.
8. Running, rough play, boisterous behavior or foul language is not permitted.
9. No diving.
10. No consumption of alcoholic beverages is permitted inside the pool enclosure. No glass containers are allowed inside the pool enclosure. Non-alcoholic beverages may be consumed from plastic, paper or cans that must be disposed of properly.
11. Only dues paying co-owners with keys and their guests will be permitted to use the pool facilities. Members will be limited to no more than four (4) guests at one time and must accompany them. Co-owners will be responsible for all actions of their guests.
12. Smokers must be considerate of others and move if the smoke is offensive. Please supply an ashtray to properly and safely extinguish cigarettes.
13. No food is permitted within the pool enclosure.
14. Radios and cassette players are permitted but must be used with headsets or earphones.
15. All refuse and trash must be put in the containers provided.
16. No large rafts, surfboards or play balls will be allowed when the pool is crowded.
17. No pets are permitted within the pool enclosure except a trained guide dog accompanying a sight-impaired person.
18. **Pool entrance door must be closed and locked at all times for security. Entry to the pool area is by key only.**

ROCHELLE PARK CONDOMINIUM ASSOCIATION

POOL ACCESS AGREEMENT

I/We _____, residing at _____, Unit # _____, in the Rochelle Park Condominiums does hereby acknowledge and agree to the following:

1. That this key given to me for entry into the pool area is the property of the Rochelle Park Condominium Association and must be returned to them upon their demand or prior to the transfer of my unit.
2. That this key may **not** be reproduced for any reason.
3. The pool facilities may only be used by any legal owner or resident at the above said address and their guest if accompanied by the co-owner.
4. That any persons using the facilities will abide by all posted rules and any updated rules adopted by the Board of Directors of the Association.
5. Replacement of this key due to loss will result in the lock being re-keyed, and all keys distributed to Association members being replaced, and as a result, the signatory will be liable for all related costs to perform this function.
6. Co-owners must be current on all Association dues.
7. The pool facility may only be used during posted hours.
8. The facility may at times be closed due to maintenance or other unforeseen circumstances and will be posted accordingly. Co-owner agrees not to occupy the facilities (pool or otherwise) during these times.
9. Any persons under the age of 14 using the facilities must be accompanied by an adult co-owner.
10. The co-owner(s) hereby agree to be liable for any damage caused by co-owner(s) or their guests using the pool facilities.
11. No more than 4 guests may use the pool facilities per condo unit at any given time.

Acknowledged and agreed to by:

Signature

Date:

Received Key #:

Witnessed By:

Date:

10.00 REAR DECK SPECIFICATIONS

The deck cannot exceed a width of 10 ft. out from the building as measured from the basement foundation or from the farthest building projection of the rear of the unit.

The length of the deck must not exceed 35 ft. including any attachment or stairs. This is to ensure that the deck does not cross an imaginary boundary of the unit walls extended out from the building.

The air conditioner unit must have adequate clearance for operation and service. The air conditioner may be moved to within 3" of the exterior deck structure.

Any lawn sprinklers are to be moved at the co-owner's expense. All lawn areas excluding deck must be adequately irrigated.

A permit must be obtained from the City of Rochester Hills and the deck built to city codes.

All decks plans has to be submitted to the Rochelle Park Association Board **PRIOR** to construction for approval.

Construction of a deck must be performed by a licensed contractor.

Landscaping around the rear deck is solely the co-owner responsibility to maintain and expense.

The maintenance of the rear deck is the responsibility of the co-owner, including the staining and all repairs of the deck.

Any changes to the deck (including stains/sealers) must be approved by the board.

11.00 FRONT DECK SPECIFICATIONS

Co-owners ***will not*** be allowed to stain the front deck of their unit. Front Decks and second floor balconies will be stained by the Association via the painting program cycle.

12.00 GENERAL STORAGE

The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property, trash, or refuse of any kind. The Common Elements shall not be used in any way for drying, shaking or airing of clothing or other fabrics.

13.00 HOLIDAY DECORATIONS

Holiday lighting is permitted on the trees and shrubs on the common grounds.

The approved dates for the use of exterior lights are from Thanksgiving through January 15th. All exterior lighting and holiday decorations must be removed by January 15th.

The approved dates for holiday decorations, wreaths, garland, statues, etc. is from Thanksgiving through January 15th. All holiday decorations, wreaths, garland and statues, etc. must be removed by January 15th.

14.00 GARAGE SALES

Homeowners may have one (1) garage sale per year, on any weekend of their choosing.

Signs can be posted at the community entrance during the weekend, but must be removed through the week. Signage for these sales will follow the open house sign policy.

It is requested that garage sales take place in the garage and driveway areas. Please do not have merchandise all over the lawn area.

Garage sales are three days maximum; Friday/Saturday/Sunday.

Removal of the garage sales signs are the responsibility of the co-owner by Monday after the event.

15.00 SUNROOMS

The following guidelines have been set forth by the Board of Directors to aid the association's co-owners with the approval and construction process, for installation of a sunroom/screened porch.

1. The addition must be attached to the owner's condo and cannot be attached to the neighbor's condo. No "gazebo" style detached sunrooms. The frame for the sunroom must be extruded aluminum and the walls must be glass and/or screen, with or without a knee wall, from floor to ceiling.
2. The sunroom must have a foundation and/or deck that does not exceed the current association's guidelines for length and width. Must meet all requirements of Rochester Hills Building codes.
3. The sunroom must be a beige color. Any paint must match the exterior color of Rochelle Park.
4. A detailed plan must be presented to the Board which is to include structural design, roof loads, color chips, landscaping plans, etc. Consistent style, color and structural integrity must be maintained throughout Rochelle Park. Therefore, an application can be rejected based on any deviation of these reasons.
5. The sun porch may not exceed 11 feet in height, from the base to the roofline where the room meets the condo. The length must be a minimum of 15 feet and a maximum of 20 feet. The width must be 10 feet. The roof must be a flat shed-style roof with a 3-12 pitch. A 5 foot setback from the property line must be maintained (exceptions granted where necessary).
6. The roof must allow for access of exterior painting of the existing condo. Therefore, the roof must be a solid material and have an adequate roof load to allow painters access. However, skylights will be allowed; with a maximum of three.
7. Construction must be done by a licensed and bonded contractor, and a copy of the permit from the city must be submitted to the Association.
8. Any and all future maintenance and upkeep of the sunroom is the responsibility of the condo owner. The room must not become unsightly or a nuisance. The inside wall of the sunroom (formerly the exterior wall of the condo) must remain the same color as the exterior of Rochelle Park.
9. The chosen licensed contractor will be required to submit a copy of their insurance policy to the Association. They will repair any damage caused to common areas, at their expense. They may not work before 7:00 a.m. or after 7:00 p.m., Monday through Saturday. No Sunday work is permitted.
10. The application may be approved or rejected based on the above criteria, including any unforeseen circumstances that have not been properly addressed.

The following companies and styles have been approved by the Board of Directors to date: (This is for reference only and does not constitute automatic approval by the Board)

Patio Enclosures - Steve Orson, 40480 Grand River Ave., Suite A, Novi, MI 48375, Phone: 248-473-3980, Shed-Style with Super Foam Roof.

16.00 DOOR SPECIFICATIONS

Proposed additional language:

The required specifications that must be followed when purchasing a storm door are as follows:

- 32' x 80" Fox Storm Door or Trapp (Recommended)
- Model: 108
- Color - must comply with the other storm doors on your building either Ash Beige or Beige (Ash Beige is a special order, however it matches the trim better)

17.00 ANTENNA RULES & REGULATIONS

Satellite Dish antennas are allowed per the current FCC ruling. These antenna's can be only mounted on the front or back decks or on a mast within 3 feet of the deck area.

PLEASE call Kramer-Triad for a complete set of rules and regulations on this issue!

All rules and regulations on this subject meets the Federal Communications ruling adopted on October 14th 1996.

ROCHELLE PARK CONDOMINIUM ASSOCIATION

ANTENNA NOTIFICATION FORM

Co-owner name: _____

Address: _____

If rented, tenant's name: _____
(attach a copy of owner's written permission for installation)

Telephone (Day): _____ Telephone (Night): _____

Type of antenna (purpose): _____

Company performing installation: _____

Identify installation location: _____

Date installation is to be performed: _____

Please indicate the method of installation:

Will the installation be in compliance with all association guidelines (which include the manufacturers' guidelines and applicable building codes)? **Yes** **No**

Is a mast necessary for reception? **Yes** **No**

If yes, the mast may extend no farther than the top of the rail around the deck or patio.

I, the undersigned, agree to comply with all of the Association's rules and regulations for installation, maintaining, and using antennas. I assume all liability for any damage to the Association and other co-owners' property that occurs due to antenna installation, maintenance and use.

Signed: _____ **Date:** _____

Upon completion of this form, please forward it to Rochelle Park Condominium Association, c/o Kramer-Triad Management Group, L.L.C., and 990 South Boulevard East, Suite 100, Troy, MI 48085.

