



River Pines of Farmington Condominium Association

9 Mile at Drake Road

Farmington Hills, Michigan

48335

Handbook

January 2018

River Pines of Farmington Condominium Association

Board of Directors

Bruce Tobis	President
Mark Laktzian	Vice President
Jan Hall	Treasurer
Joyce Brandemihl	Secretary
Rodney Love	Director
Mike Reilly	Director
Glenda Wilkinson	Director

Management Company	Insurance Carrier
McShane and Associates 6230 Orchard Lake Rd. West Bloomfield, MI 48322 (248) 855-6492	McCredie Agency Inc. 5454 Gateway Center Suite Flint, MI 48507-3900 (810) 767-6050 (800) 333-0983

Emergency Phone Contacts

Emergency (Fire / Police)	9-1-1
City Managers Office	248-871-2500
City Clerk	248-871-2410
47th District Court	248-871-2900
Farmington Community Library	248-553-0300
Finance Department	248-871-2440
Fire Department - Non Emergency	248-871-2800
Human Resources	248-871-2490
Police Department - Non Emergency	248-871-2600
Public Works	248-871-2850
Special Services Department	248-871-1820
Costick Activities Center	248-473-1800
San Marino Golf Course	248-476-5910
Senior Adult Program	248-473-1830
Volunteer Center	248-473-1813
Outreach Services	248-473-1826
Senior Transportation Services	248-473-1864

## TORNADO WATCH

A tornado watch means conditions are favorable for tornados to develop. Take precautions to protect your property and yourself:

- Account for family members.
- Move vehicles into the garage.
- Keep house and car keys with you.
- If time permits, move outside furniture inside.
- Keep your radio or TV tuned to the weather reports.
- Have emergency storm kit prepared to include candles, matches, transistor radio, flashlight, batteries and simple first aid items in waterproof containers,
- Be prepared to act quickly.

## TORNADO WARNING

A tornado warning (sirens) means a tornado actually has been sighted. Seek shelter immediately. Take an emergency storm kit.

### At Home

Go to the basement, under something sturdy, or –  
Go to a room in the middle of the house (a closet or bathroom).  
Stay away from outside walls and windows.

### At Work or School

Go to designated shelter areas.  
Stay away from large open rooms and windows.  
Lie low with hands covering the back of your head.

### Shopping Malls

Go to designated shelter areas or to center of the building on the lower level.  
Stay away from large open rooms and windows.  
Never seek shelter in cars in the parking lot.

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## River Pines of Farmington Condominium Association

### General Information

River Pines of Farmington is a residential condominium project consisting of 355 individual condominium units. The units are defined as the enclosed space constituting a single complete residential unit as depicted on the Condominium Subdivision Plan. The project also includes general common elements and limited common elements. All items identified as being a common element are owned in common by all co-owners. Limited common elements differ from general common elements in that the use of them is restricted (limited) to whichever units they are assigned to. Please consult Article IV of the Master Deed for detailed descriptions of the common elements.

### Governing Documents

#### Articles of Incorporation

This is the legal instrument which created River Pines of Farmington Condominium Association as a Michigan nonprofit corporation. It is on file with the State of Michigan. The Association administers the affairs of the condominium project.

#### Master Deed

This is the legal instrument which created River Pines of Farmington Condominium. It is recorded at the Oakland County Register of Deeds. It defines the ownership interests of each co-owner, the common elements, and the allocation of the duties of maintenance, repair and replacement between the Association and each individual co-owner.

#### Condominium Bylaws

The Condominium Bylaws are recorded along with the Master Deed as its Exhibit A. This document serves as the corporation's bylaws and it covers a host of topics needed for the orderly administration of the shared ownership interests of the co-owners.

## Condominium Subdivision Plan

The Condominium Subdivision Plan is recorded along with the Master Deed as its Exhibit B. It contains site and survey drawings of the project and elevation drawings for all units.

## Rules and Regulations

In addition to the restrictions set forth in the Condominium Bylaws in its Article VI, the Board has the legal authority to adopt and publish additional rules and regulations. They have essentially the same legal force and effect as the restrictions in the Condominium Bylaws. Rules and regulations are adopted by a majority vote of the Board, and are effective after co-owners have been notified and have had 30 days to review and comment. Rules can be removed or changed by the same process or by a majority vote of all co-owners. As with Bylaws, rule violations are subject to the Association's remedies as set forth in Article XVII of the Condominium Bylaws, and as discussed elsewhere in this Handbook.

## Description and History of River Pines of Farmington

The legal name of our complex is River Pines of Farmington Condominium. River Pines of Farmington Condominium Association is the corporation which is responsible for the administration of the affairs of the Condominium. A second association existed from the beginning of construction in 1988 until the end of 2003 and was referred to as the Community Association. The Community Association was a Planned Residential Development (PRD) between the City of Farmington Hills, Fenton/Indian Creek Development Company and Italo-American Condominium Corporation. Each of these was governed by separate Bylaws. The only reason the Community Association was formed was to deal with the possibility that River Pines of Farmington might be developed as several separate but interrelated condominium projects. This Community Association was closed and all assets were turned over to the River Pines of Farmington Condominium Association in December of 2003.

## Effective Communications

All communications to the Board must be signed by the co-owner or lessee. Condominium living is somewhat like an old fashioned marriage--for richer, for poorer, in sickness and in health—it may take some adjusting, some give and take, to accept the fact that your co-owners/neighbors not only can, but will insist on such things as keeping your garage door closed, refraining from parking in other than designated areas, refraining from allowing pets to run loose, and obtaining approval to modify the exterior of a unit or the adjacent common grounds, etc.

We hold two membership meetings every year; the Annual Meeting in September and a Town Hall Meeting each May. At these meetings you can expect to receive updated information on a variety of topics. You may also express your questions and concerns at these meetings. Additionally, co-owners desiring to meet with the Board will generally be accommodated provided reasonable advance notice is given. The Association also publishes a seasonal (quarterly) newsletter to foster good communications. Co-owners may also obtain information by accessing the Association's website at [www.riverpinescondominiums.com](http://www.riverpinescondominiums.com).

## Importance of Volunteerism

Just as in city government (Library Boards, School Boards, etc.) participation by serving on a committee is a part of condominium living, just as is serving on the Board of Directors. The pay is poor (zero) but those who volunteer and serve the Association gain a sense of satisfaction for lending a hand in their home community. The very essence of self government in a condominium is volunteerism.

Our Annual Meeting is held once a year, the third Wednesday of September, and should be well attended. At this meeting, eligible co-owners are asked to cast ballots for the volunteer candidates running for the Board. In order for official business (such as the elections) to be held, at least 35% of all co-owners qualified to vote must be in attendance in person, by absentee written ballot, or by proxy. Please be sure to attend this important event!

## Board of Directors

The Michigan Condominium Act and the By-Laws of the Association state that the Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association including the making of policies, new rules and regulations in accordance with Article VI, Section 10 of the River Pines of Farmington Condominium Association By-Laws. Changes to the By-Laws can only be made by a 2/3 vote of all co-owners. Policies and new rules are decided by the Board and may be changed by the Board at any time.

Directors are elected annually on a staggered basis in September, four in even numbered years and three in odd numbered years. The purpose of the annual meeting is to fill any vacancies on the Board and update co-owners on the "State of the Association". For election, term of office, etc. of Directors; please refer to the River Pines of Farmington Condominium By-Laws, Article X, and Section 2.

The Board of Directors' meetings are usually held once a month. The purpose of Board meetings is to provide a venue for making the decisions and directing action necessary for the management of the day-to-day affairs of the Association.

At each monthly Board Meeting, a review of the prior month's meeting minutes, the financial report, a report on delinquent assessments, a management report to the Board as well as old and new items on the agenda are discussed and action is taken as required.

All co-owners have the right to ask for any item of business to be placed on the agenda. Such a request must be made in writing to the Board, in care of the Management Company no later than the second Tuesday of the month. The Board of Directors retains the right to determine suitable content for the agenda. All correspondence to and from the Board, the Association and the Management Agent, is presented to the Board each month at the meeting.

## Committees

Committees are formed by the Board to assist with the work of the Association. Each committee will investigate issues and research new proposals that are related to its area of responsibility, as well as take care of its appointed responsibilities. Committee membership is at the discretion of the Board President, with the concurrence of the Board. If the committee chairperson is not also a Board member, the chairperson will report to a designated Board member who will act as liaison to the Board.

The following committees have been formed, and are either in continuous operation or activated on an ad-hoc basis:

The *Architectural Control Committee* determines compliance of co-owner requests for exterior or interior building modifications and compliance with Bylaw restrictions, rules, regulations and policies. This committee would also make recommendations for common element structural building changes, maintenance and repairs.

The *Grounds Committee* determines compliance of co-owner landscaping in common areas and requests for landscaping modifications with Bylaw restrictions, rules, regulation and policies. This committee also makes recommendations for general commons element landscaping, including annual maintenance, repair and replacement. A spring and fall grounds review is done to determine landscape health and tree and bush removal needs.

The *Budget/Audit Committee* chairperson is the Association Treasurer. This committee works with the Management Agency in developing the annual budget and makes recommendation to the Board of Directors in compliance with Bylaw restrictions, rules, regulations and policies. This committee functions on an "ad hoc" basis and is assembled based on the needs and discretion of the Treasurer and the Board of Directors.

The goal of the *Rules Committee* is to review the Rules and Regulations periodically and make update recommendations to the Board of Directors. Proposed changes in the rules submitted by the committee will be reviewed by the Board and the Association's legal advisors, and after being passed by the

Board will become effective 30 days after communication to co-owners. The Rules Committee can also make recommendations for changes to the Bylaws, which are also reviewed by the Board and by legal advisors. Bylaws changes require the consent of two-thirds (66 2/3%) of the eligible co-owners and mortgagees to be adopted.

The goal of the Welcoming Committee is to greet new co-owners and to distribute a Welcome Package. The Welcome Package contains an Association Handbook, Rules and Regulations, map of River Pines, a letter from the Architectural Committee, a letter from the Management Company and forms for requesting service.

The goal of the Social Committee is to promote a feeling of community by providing an opportunity for co-owners to meet one another and have a good time. Some of the scheduled events include a ladies' luncheon, golf outing, summer picnic, monthly breakfast and Christmas dinner.

The purpose of the Sprinkler Committee is to monitor, adjust and oversee minor repairs to the lawn sprinklers in order to maintain a beautiful landscape for the co-owners. The committee normally consists of a Chairperson and several "block captains" that monitor the sprinkler performance in their assigned area. This committee is also responsible for monitoring the waterfall at the 9 Mile Road entrance to the Condominium site.

The Lighting Committee is responsible for ensuring all exterior garage lights are functioning properly. This committee is also responsible for all common area lighting; for example, the street lights and mail station lights. Burned out lights will be replaced and defective fixtures repaired as soon as possible. Please report burned out garage lights to the appropriate committee member (see the printed version of the handbook that you received in the mail).

The purpose of the Government and Community Relations Committee is to act as a buffer between the Board of Directors and City Hall. The chairperson of the committee is the President of the Board of Directors. Other Board Members may serve on this committee based on the issues communicated to the President. Board Members should monitor local news and community activities that may affect the River Pines Condominium Association.

The goal of the River Pines Report Newsletter is to communicate the Association activities to the co-owners. The *Newsletter Committee* consists of a Newsletter Editor that is the chairperson for the committee. The other members of the committee participate in writing articles, typing, proof reading, taking the complete newsletter to the printer and preparing the printed documents for mailing. A Newsletter will be published seasonally and referred to as the Winter, Spring, Summer and Fall Newsletter.

### Common Element

Condominium grounds (limited and general common element) and buildings are owned in common by all. Each co-owner has a known percentage share in the ownership. The space that you purchased within a building, you own. The general common element includes all of the grounds, community facilities, and the buildings from your wall or ceiling outward. The limited common element includes your basement, garage, deck, driveway, pertinent landscaping, patio, front porch and the ground between your sidewalk and your garage. With the designation of "limited," those areas are expected to be used by you and not by other co-owners in general (within the guidelines as written in this handbook).

For the precise legal description of both general and limited common element, refer to Article IV of the Master Deed.

As a homeowner, you have a right to privacy and the use of your property. However, as a member of this Association, you have a responsibility to respect the rights of your neighbors and fellow Association members in their privacy and the use of the common areas and the community facilities.

### Alterations of common elements and unit appearance

Condominium Bylaws, Article VI Section 3 strictly governs all alterations of any common element (limited or general) and the exterior appearance of a unit. Virtually any type of alteration to the limited or general common elements will require the advance written approval of the Board of Directors. Permits may also be required for some significant interior modifications. Failure to comply with these restrictions can expose the co-owner to monetary fines and legal

proceedings, which, if successful, will result in the recovery of all legal fees from the co-owner in violation.

In order to standardize the handling of all approval requests, by the authority granted in the Bylaws the Board requires the requesting co-owner complete and execute a recordable agreement at the time the request is first submitted; the Modification Request Form covers modifications that involve the structure of the unit, and the Grounds Alteration Request covers plantings and decorations in the common element. The only way that the Board communicates its approval is by executing such an agreement; this avoids disputes as to whether approval was or was not actually given. The agreement also imposes all future liabilities involving the alteration on the co-owner of the unit. The agreement may be recorded with the Oakland County Register of Deeds so as to bind future co-owners of the unit if the Board deems it appropriate under the circumstances.

The Rules and Regulations in this Handbook contains sections on the use of the common element for Plantings and for Decorations.

#### Additions by co-owners that are exempted from prior approval (June 2016)

Generally, all exterior modifications to units require prior written approval by the Association. The following pre-approved items are the exceptions to the rule:

Installation of a beige storm door. A brass kick plate is allowed.

The only Association approved storm doors are:

- Trapp Model #108 (one piece glass or screen), beige color only
- Trapp Model #108 Self Storing (two piece glass and screen), beige color only.
- Fox Weldoor #108 (one piece glass or screen), beige color only.
- Fox Weldoor #21-SS-08 Self Storing (two piece glass and screen), beige color only

- Larson brand, Tradewinds Clear Fullview, Retractable Screen Storm Door, almond color only.

The co-owner has full responsibility for maintenance, repair and replacement of the door, glass, screen, hardware, weather stripping and door closer.

Installation of additional electrical outlets at the rear of the unit, provided that the work is done by a licensed contractor who carries General Liability and Workers' Compensation insurance. These outlets may not be tied in with the common electricity; a co-owner found to be in violation of this restriction will be responsible for the cost of restoring the common electricity wiring, which will be done at the direction of the Association.

Installation of frost-free water spigots to the unit, provided that the work is done by a licensed contractor who carries General Liability and Workers' Compensation insurance. The Association will have no responsibility for these spigots.

Installation of a keypad for the garage door opener, on the wooden frame of the garage door.

Installation of lighting on porches and along the sidewalk between the sidewalk and the garage, around the patio or deck in the rear of the unit, at the co-owner's risk.

Installation of a front light sensor; any sensor that inserts into the current light fixture at the front entrance is allowed.

Use of a hook for hanging baskets of flowers or plants, or for hanging wind chimes, provided that the hook is fastened to the wood part of the unit. Use of a nail or fastener for attaching decorations within three feet of the entry door, provided that the attachment is to the wood part of the unit.

Use of a nail for hanging a wreath during the holiday season (see the Handbook section on Holiday decorations), provided that the nail is in the wood part of the unit.

## Trash and recycling

City employees or contractors pick up your regular trash every Wednesday, with a delay to Thursday in weeks which have a holiday. Holidays that typically result in such a delay are New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas; the official notice is at the Farmington Hills web site: [www.ci.farmington-hills.mi.us/Services/PublicServices/RubbishRemoval/OverviewRubbish.asp](http://www.ci.farmington-hills.mi.us/Services/PublicServices/RubbishRemoval/OverviewRubbish.asp), or call 248-871-2850.

Rubbish is to be set out at the end of your driveway no earlier than 6:00 pm or dusk, whichever is earlier, on Tuesday. Recyclable trash is collected on every trash day, using the green bin with yellow top. The label on top of the bin identifies the types of trash that are recyclable; for more information contact the county recycling authority at [www.rrrasoc.org](http://www.rrrasoc.org) , or 248-208-2270.

Yard waste, consisting of items such as flowers, grass, dirt, leaves and bundled brush, is collected on trash days from April through November. Branches are not to exceed 6 inches in diameter and 4 feet in length, or 60 pounds in weight per bundle. These items must be in a rigid 32 gallon container marked "Yard Waste" or in paper yard waste bags.

Bulk items such as appliances and furniture need only be placed at the curb on your regular pick-up day by 7:00 am; no special scheduling is required. Please consider having your bulk items taken away by the contractor or retailer who delivered the replacement item. Also consider calling our maintenance man so that bulk items do not sit at the curb for days.

If you must put your trash out on the day before pick-up, please use a sturdy container. Animals frequently get into plastic bags and leave a mess. Neighbors may be able to help out when you are not at home on trash day.

## Gutter cleaning

Gutter cleaning is done four times per year, roughly in April, June, August, and November. Unit gutters are cleaned once, twice, three or four times a year depending on need and the number of trees near the unit. Some unit gutters may

not be cleaned if there are no trees adjacent to the building. The Board reviews this project periodically as the landscaping matures.

Insurance

The duties to purchase insurance are detailed at Condominium Bylaws Article IV. Every co-owner should consult with their own insurance agent concerning their personal insurance needs. Generally speaking, each co-owner should investigate obtaining an HO-6 Condominium Owners Policy. Additional coverage will be needed beyond the insurance provided by the Association, especially with respect to alternate/additional living expenses, contents, betterments and improvements, alterations and additions and sewer back up. The Association is not responsible for cleanup or damage inside the unit caused by sewer or sump water backup. Co-owners are responsible for all basement drywall, regardless of the cause of damage. A separate homeowner policy endorsement should be purchased by the co-owner to cover this possible loss.

Matrix of the duties of maintenance, repair and replacement (December 2011)

The following table is intended to be an informal ready reference guide to the allocations of duties between the Association and the individual co-owners. The actual governing authorities are the Master Deed and the Condominium Bylaw; the Authority column in the matrix cites either section numbers of Article IV of the Master Deed or Article and Section numbers of the Bylaws.

There may be exceptions that may apply to what is shown below.

Item	Association	Co-owner	Authority Article IV Master Deed
Road	x		4.01(a) & 4.03(b)
Parking Spaces	x		4.01(a) & 4.03(b)
Garage Driveway	x		4.02(r) & 4.03(a)(iii)
Sidewalk (outside unit gate)	x		4.01(a) & 4.03(b)
Sidewalk (inside unit gate)		x <sup>(1)</sup>	4.02(n) & 4.03(a)(i)
Storm Sewers	x		4.01(h) & 4.03(b)

Storm Door		x	CBL Art V Sec 4b
Sanitary Sewer System (common element)	x		4.01(g) & 4.03(b)
Smoke Alarms/Carbon Monoxide Alarms		x	4.02(b) & 4.03(a)(i)
Gas Lines (from unit meter to appliance)		x	CBL Art V §4(a) 4.02(e) & 4.03(a)(i)
Gas Fixtures (connected after meter)		x	4.02(f) & 4.03(a)(i) & CBL Art 1 §4
Electrical Wiring Network (from each unit's meter to appliance)		x	4.02(a) & 4.03(a)(i)
Electrical Fixtures (including switches, plugs, etc.)		x	4.02(b) & 4.03(a)(i) & CBL Art V §4
Landscape Maintenance (outside courtyards).	x		4.01(a) & 4.03(b)
Landscape Maintenance (inside courtyards)		x	4.02(n) & 4.03(a)(i)
Snow Removal (outside unit gate)	x		4.01(a) & 4.03(b)
Snow Removal (inside unit gate)		x <sup>(1)</sup>	4.02(n) & 4.03(a)(i)
Plumbing Network (up to point of connection with unit)	x		4.01(e) & 4.03(b)
Plumbing Network (after meter to point of connection with fixture)		x	4.02(h) & 4.03(a)(i)
Plumbing Fixtures (inside units)		x	4.02(i) & 4.02(a)(i)
Sump Pumps		x	4.02(i) & 4.03(a)(i)
Telephone Wiring Network (from network interface to equipment)		x	4.02(d) & 4.03(a)(i)
Roofs	x		4.01(k) & 4.03(b)
Gutters	x		4.01(l) & 4.03(b)
Foundations and Supporting Columns	x		4.01(k) & 4.03(b)
Garage Floors	x		4.01(k) & 4.03(b)
Garage Door (door into unit)		x	CBL, Art V, Sec 4, Para (b)
Garage Door Overhead, 16 ft wide (incl. springs, tracks, hardware other than opener)	x		4.01(k) & 4.03(b)

Garage Door Opener		x	4.02(q) & 4.03(a)(i)
Entry Door Hardware (front entrance and garage man door)		x	CBL, Art V, Sec 4, Para (b)
Exterior Walls & Siding	x		4.01(k) & 4.03(b)
Interior Partition Walls		x	CBL Art V §4
Drywall <sup>(2)</sup>	x		4.01(k) & 4.03(c) & 4.03(b)
Floor Coverings (tile, carpet, parquet, linolium, etc.)		x	4.02(w) & 4.03(a)(i) & CBL Art V §4
Wall Coverings (paint, paper, paneling, mirrors, tile, etc.)		x	4.02(w) & 4.03(a)(i) & CBL Art V §4
Windows <sup>(2)</sup>	x		4.01(k) & 4.03(b)
Screens	x		4.03(c)
Doors (in perimeter walls)	x		4.01(k) & 4.03(b)
Doors (i.e. bedrooms, bath, etc.)		x	CBL Art V §4
Decks (Walkways to front door only)	x		4.02(k) & 4.03(a)(iii)
Exterior Walls, door hardware	x		CBL, Art V, Sec 4, Para (b)
Fireplace Combustion Chamber		x	4.02(t) & 4.03(a)(i)
Wrought Iron Gates		x	4.02(m) & 4.03(a)(i)
Lighting (Street)	x		4.01(d) & 4.03(b)
Lighting (Patio, Porch and Entrance)		x	4.02(c) & 4.03(a)(i)
Lighting (Garage Door Outdoor)	x		4.01(c) & 4.03(b)
Fixtures, Appliance, Interior Trim		x	CBL Art V §4

<sup>(1)</sup> Association will be responsible for snow removal of the entry walkways.

<sup>(2)</sup> Special exceptions to these delegations may apply. Refer to Master Deed, Article IV §4.03(c)

### Late charges

Monthly Association fees are due on the first of the month. If payment is not received by the tenth of the month, a late charge in the amount of \$30.00 will be assessed for each month in which an account remains delinquent.

## River Pines of Farmington Condominium Association

### Rules and Regulations

While some of the following rules and regulations may seem restrictive to those moving from traditional, detached private homes, they are intended to protect the legal rights of all members of our condominium community. Violations of these rules will result in penalties established by the governing documents and may include warnings, fines, and legal proceedings.

It should be clear that it is the responsibility of each co-owner or renter resident to acquaint each member of their household with these rules and regulations and the restrictions in the Condominium Bylaws. If everyone cooperates, we will all benefit by having a desirable and fine community. The really important part is your participation!

#### Plantings (June 2016)

*From the Bylaws: No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements unless approved by the Association in writing. Any such approved landscaping . . . shall be . . . in a manner consistent with the landscaping in other portions of the Condominium Premises.*

*The Co-owner shall be responsible for the maintenance of any such approved landscaping . . . In the event that such Co-owner fails to adequately maintain such landscaping . . . to the satisfaction of the Association, the Association shall have the right to perform such maintenance and assess and collect from the Co-owner the cost thereof . . .*

There are three (3) categories of grounds: 1) Landscaped areas around the perimeter of the units, outside of the courtyards, that are maintained by the Association including shrub trimming and replacement; 2) Courtyards and 3) Natural areas, so designated by the Association, are non-landscaped and intended to be left in a natural state. The regulations covering each of these categories are as follows:

- 1) Landscaped areas around the perimeter of the units, outside of the courtyards, that are maintained by the Association including shrub trimming and replacement.
  - a) Co-owners are not allowed to remove grass in the common areas and create additional planting areas around their units, unless the area is next to the unit and approval is obtained from the Grounds Committee. These potential new areas (next to a unit) will remain the responsibility of the co-owner after approval.
  - b) No flower planting is allowed in these common areas without approval from the Grounds Committee.
  - c) A co-owner who wishes additional plantings, other than flowers, must follow the following procedure:
    - An Alteration Agreement must be filled out to define the type of trees and bushes, their full growth height and diameter dimensions, and their exact proposed location including distance from buildings and other trees or shrubs in the area. This request will be evaluated by the Grounds Committee, with appeal available to the Board if denied by the Grounds Committee. If approved, the Association will then maintain the plantings for their useful life. This includes trimming and mulching at the location in which they are planted. Mulching will be included when and if other trees and shrubs in the complex are mulched. The Grounds Committee reserves the right to deny a request if the planting of such tree or shrub would result in significantly increased landscaping costs due to the need to use smaller machines or more landscaping resources.
    - Trees must have at least a 2-1/2" diameter trunk.
    - Shrubs must be at least 24" or 2 gallon size.
    - When fully grown, trees and shrubs shall not cover the driveway, walkway, street or the roof of any unit.
- 2) Courtyards
  - a) Co-owners may install landscape materials within their assigned courtyards without getting Board consent.

- b) Any modifications that will affect drainage of the courtyard, the unit basement or the adjacent unit basement will be the modifying co-owner's responsibility.
- 3) Natural areas, so designated by the Association, are non-landscaped and intended to be left in a natural state.
- a) The Association, except for situations such as a dead tree that may fall and possibly endanger a building, will not maintain these specific areas beyond occasional grass cutting.
  - b) If a co-owner wishes to do any planting in these areas, they must follow the guidelines above for common element flowers and plantings.

Other Planting Restrictions/Guidelines:

1. Co-owners may plant flowers and individual bushes in the common elements near their units (that is: in their courtyards; between the sidewalk and the garage; in a portion of the common element adjacent to their unit for which planting approval has been given). These plants/bushes should nominally be less than three feet although some may be temporarily higher during the summer months. None of these plants can permanently cover windows or lay against the brick. Also, hedges are not allowed in these areas.
2. Hanging baskets are allowed but no holes are permitted in the bricks for hangers. Hanging baskets from a hook fastened to the wooden portion of the unit is allowed without prior approval.
3. Flower plantings must not interfere with the mowing of the lawns or require the use of additional lawn service resources. If such plantings do require additional lawn service resources or other community resources, the co-owner may be required to remove the flower plantings and restore the area to its original condition. The landscaping contractor will not be held liable for suspected damage to co-owner plantings, and it is advised that co-owners keep their flowers and plants at least 12 inches from landscaped areas.
4. If the co-owner fails to maintain their plantings, and the result is considered detrimental to the appearance of River Pines, the co-owner may be required to remove the flower plantings and restore the area to its original condition.
5. Artificial flowers are not allowed.

## Requirements for All Planting Approvals:

1. Completion of an Alteration Agreement that details the locations and types of all flowers, trees, and shrubs that are to be planted, including the distance from buildings and other plantings
2. The request for an alteration is submitted to the Grounds Committee for review. The Committee evaluation will consider the location, consistency with existing landscaping, and the effect on landscaping resources. If a request is denied, an appeal to the Board is available.
3. If a request is approved, the co-owner will handle flower plantings. For trees or shrubs that will be maintained by the Association, the co-owner must pay the purchase cost. The Grounds Committee reserves the right to deny a request if it would result in significantly increased landscaping costs (due to the need to use smaller machines) and/or more landscaping resources.

## Decorations and use of the common element (December 2017)

*From the Bylaws: No Co-owner shall make alterations in exterior appearance or make structural modifications to the Co-owner's Unit . . . or make changes in any of the Common Elements, Limited or General, without the advance express written approval of the Board of Directors . . .*

*No unsightly condition shall be maintained on any patio or porch and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use.*

*Sidewalks, yards, landscaped areas, driveways, roads, parking areas, and porches shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, benches or other objects may be left unattended on or about the Common Elements.*

*Each Co-owner shall maintain his/her Unit and any Limited Common Elements appurtenant thereto for which he/she has maintenance responsibility in a safe, clean and sanitary condition . . .*

Decorations are understood to be personal possessions that are either inanimate objects or living plants or flowers confined to flowerpots. A decoration should not be connected to a source of power, and it should not provide illumination. Artificial flowers are not allowed.

With the exception of those items specifically identified on the list of additions by co-owners that are exempted from prior approval, anything that will be attached to the structure requires prior written approval from the Association. Flagpoles, security lighting and cameras, and dish antennas are routinely approved, within guidelines. Flagpoles must be mounted on the wood on the front of the garage. Flags and seasonal banners must be in good condition and removed or replaced when weathered, faded, or torn.

Decorations cannot be fastened to the structure without approval. Existing decorations that are attached to the brick or masonry of a structure as of May 2016 can be retained, but future requests to make attachments to brick or mortar will be strongly discouraged. Co-owners who choose to remove a decoration that is attached to the brick or mortar should contact the Association for the repair; co-owners should not attempt to do any repair to the common element themselves.

Attaching decorations to the wood of the structure, apart from those noted as pre-approved, require approval. Hooks for hanging baskets of flowers and hooks for hanging wind chimes are pre-approved as long as the attachment is made to the wood of the structure; no formal request for approval is needed.

Decorations on a deck or porch are not restricted, provided that they are consistent with the "normal and reasonable" use cited in the Bylaws and do not exceed 36" in height. For safety, no decorations are allowed on deck or porch steps.

Decorations adjacent to a porch or deck, or within an area of the common element for which the co-owner has received permission to alter the landscaping (refer to the section on Plantings) are subject to the following guidelines:

- Decorations should not exceed 36" in height;

- Decorations should be at least 1 foot away from any area that the Association landscaping company is responsible for mowing or maintaining, and must not interfere with the landscaping;
- Up to 5 items are allowed in the area adjacent to the porch;
- Up to 5 items are allowed in the area adjacent to a deck;
- Up to 5 items are allowed in any other area for which the co-owner has received approval to alter the landscaping;

Other personal decorations, not attached to unit, and located outside of the deck or porch areas, require prior approval. Decorations in the area between the sidewalk and garage do not need approval, but should not exceed 36" in height and should not be attached to the structure.

Trellises and shepherd hooks in good condition, and used as a support for climbing flowers or plants, may be used during planting season and are exempt from the item count limits and the 36 inch height restriction. The co-owner is responsible to maintain any edging that they use around the perimeter of areas landscaped by them in common areas.

Mulched areas can be used for plants and for feeding birds, as long as there is Grounds committee approval. Plants can be in the ground or in pots or other containers, or can be in baskets hanging from shepherd's hooks. Bird feeders can be hanging from shepherd's hooks or from the branches of the local tree (if the relative sizes of the feeder and tree branch are reasonable). Purely decorative items or items for illumination will not be allowed in mulched areas. The landscaping contractor will not be held liable for damage to artifacts or plants within mulched areas.

No items can be stored under any porch or deck or around the perimeter of the unit.

With regard to holiday decorations, prior written approval within the confines of existing rules (refer to the section on Holiday Decorations) is not required. These items are time limited.

All lawn furniture (chairs, tables, patio umbrellas, gliders, furniture cushions, etc.) must be removed from the entry porch from November 1st through March 31st. During this time, barbeque grills may be left on a deck if covered with the fitted cover designed for the grill or with a black, brown, or tan improvised cover. Other lawn furniture typically used on a porch or deck may be kept on a deck (but not on the entry porch) between November 1st and March 31st if covered with the cover designed for the piece or with a black, brown, or tan improvised cover, and if not extending above the deck railing.

One security sign is allowed near each entry door; the sign near the front door can be placed in the area between the sidewalk and garage or adjacent to the garage door. One security sticker is allowed in the lower corner of a window adjacent to each entry door. For Sale and Open House signs are allowed per the existing rules on Resale Procedures.

A maximum of two bird feeders or bird baths are allowed in the common area, with prior approval. Food or housing for other animals is not permitted in any part of the limited or general common element. With the exception of birdseed, food cannot be left in the limited or general common element; note that porches, decks, and garage floors are part of the limited common element. Pet waste and receptacles for pet waste cannot be stored outside of any co-owner's unit, and should only be outside the unit when included with the rest of the garbage on trash pick-up days.

If leaving trash out the evening before pick-up, co-owners are encouraged to use metal or plastic containers.

Bonfires are not allowed under any circumstances; fire pits are not allowed on any part of any common element or on any porch or deck.

Unlicensed vehicles may be kept in the co-owner's garage with Board approval. Cars may not encroach on any sidewalk.

#### Unit modifications and improvements (April 2008)

The Association Modification and Improvement policy is as follows:

- An Architectural Modification request must be submitted for any proposed changes to the interior of a unit including but not limited to foundation, structural / load bearing walls and roof areas. If you are unsure a modification request is required, submit one or contact the board, in writing, for further direction.
- An Architectural Modification request must be submitted for any proposed changes to the exterior of a unit including but not limited to decks, windows, doors, door walls, plantings including trees and shrubs (outside the area between the sidewalk and the garage wall), lighting or ornamentation on the exterior walls of the unit.
- Modifications and Improvements implemented without board approval shall result in a fine of Five Hundred Dollars (\$500) payable to River Pines Condominium Association. The board may also decide the modification must be removed.

#### Interior modification policy (December 2011)

An Architectural Modification request must be submitted for any proposed changes to the interior of a unit that affects the foundation, structural / load bearing walls and roof areas including an egress window. If you are unsure a modification request is required, submit one or contact the board, in writing, for further direction.

Interior modification, such as finishing of the basement for recreational or living purposes is allowed without board approval. The co-owner is responsible for obtaining required permits and inspections.

Modifications implemented without board approval shall result in reconstruction costs that shall be the responsibility of the co-owner.

#### Awning installation (December 2011)

The Board will allow co-owners who wish to install an awning on their unit to do so based on the following guidelines:

1. The Board of Directors reserves the right to review each request on an individual basis and will render their decision on awning placement.

2. A drawing must be submitted showing the location and size of the proposed awning(s). Contact McShane Mgmt for a drawing of your unit model.
3. The Board will only approve a retractable awning, preferably as manufactured by Marygrove Awning of Livonia..
4. The Board will only approve a linen fabric as provided by Marygrove Awnings of Livonia.
5. Prior to the installation, the co-owner must submit to the Board a detailed drawing which reflects the size and the exact location where the awning is to be placed.
6. The co-owner will be required to utilize a reputable company, preferable Marygrove Awning of Livonia, for the awning installation. The contractor is required to be insured.
7. The co-owner must comply with all city and state guidelines relative to installation and use. Permits, where required, shall be obtained.
8. The co-owner will be responsible for all maintenance, repair and replacement of the awning, as well as any damages incurred to the building and grounds as a result of the installation and removal.
9. Window awnings can extend no further than three (3) feet from the unit window.
10. Door wall/deck awnings can extend no further than ten (10) feet from the unit door wall.

#### Window tinting (December 2017)

Any alteration that is done to a window or glass that will impact the structural stability, safety, soundness, aesthetics or impact the useful life of the window or glass must have prior written Board approval. Co-owners seeking such approval will be required to submit to the Board the type and color of window tint to be used along with the location of window(s) that will receive the tinting or alterations.

Co-owners are cautioned that the installation of window film tinting will void any manufacturer warranties on the window where the film tinting is applied. The co-owner will assume all cost for maintenance, repair and replacement of the window where the film tinting was applied. If a new window with factory tinting is installed, the co-owner will be responsible for the additional cost due to the window tinting.

### Satellite dish installations (December 2017)

If a resident desires to install a satellite dish (or outdoor TV antennae), a Request for Modification form must be filled out and sent to the management company for Board approval. No work is to be started before receiving written Board approval. Forms are available from the management company or the River Pines website.

The Modification Request should state the dish size; the maximum allowed is 32 inches. If the location of the dish installation is known, it should be indicated in the request on an outline drawing of the unit footprint (available from the management company). If the location is to be determined at the time of installation, it must be done only in consultation with the River Pines Site Manager.

If the dish mounting method is known, it should be indicated in the request with a sketch. If the mounting method is to be determined at the time of installation, it must be done in consultation with the River Pines Site Manager. Typical mounting has the support brackets attached to a 1" x 6" trim board or to the T1-11 siding (reinforce T1-11 as required).

Mounting onto the roofing shingles is not permitted.

For all installations:

- The co-owner will be required to utilize a reputable company for the dish installation.
- The contractor must be insured for General Liability and Workers' Compensation.

- The co-owner will be responsible for all maintenance, repair and replacement of the satellite dish and related hardware, as well as any damages incurred to the buildings and grounds as a result of the installation and removal.
- Satellite dish installation must be done in a manner so as not to distract or create a nuisance for neighboring units.

The Association requires that co-owners remove satellite dishes that are no longer in use, and that they notify the Association so that any repairs necessary to the mounting area can be taken care of.

#### Deck / patio construction and maintenance (December 2017)

Decks must be located with-in the co-owner's limited common element (LCE) areas, as shown in the "Exhibit B Drawings," and not less than four feet from any adjacent unit. In those locations where the side LCE's of adjacent co-owners overlap, the available area should be split evenly between the two co-owners, with some reasonable gap separating the nearest points, subject to the approval of both co-owners and the Association. Existing decks (as of June 2015) that extend beyond the co-owners limited common element are considered to be grandfathered in, but the re-construction of such a deck must be within the limited common element. Access to the area below a deck cannot be restricted with lattice-work or any other obstruction. A written request for deck/patio construction/maintenance must first be approved in writing by the Board of Directors prior to commencement of any work. The co-owner must utilize the Request for Modification form when applying for written approval. Construction and/or improvement of a patio or deck area may not be started until all guideline requirements are satisfied. This includes obtaining permits from the City of Farmington Hills. Lumber utilized must be treated wood for any in-ground beams, ledges and joists. Topside lumber may be either treated wood or cedar.

Basement window wells must not be covered over.

Utility meters must not be permanently enclosed. If covered, easy access to the meters must be provided. A three foot wide, eight foot tall space must be

provided in front of any utility meter when enclosures or covers are removed. The height will be measured from grade.

If, at a future date, the deck and/or patio obstruct work for necessary maintenance or service, the removal and restoration of the area will be done at the co-owner's expense.

If the co-owner should decide to alter, redesign or replace an existing patio/deck, Board approval must be obtained.

The maximum distance the deck and/or patio area can extend from the rear of the unit is twenty (20) feet, including plantings at the rear edge of the proposed improvement and is defined as the co-owner's limited common element.

Written approval from the Board of Directors as well as review by the Architectural/Landscape Committee for sprinkler conflicts and a copy of the plan must be submitted to the City of Farmington Hills for its approval and to obtain a building permit. Notice/Copy of the City Building Permit must be provided to the Association in care of the Management Company prior to the start of construction.

Before construction starts, it is the responsibility of the co-owner or contractor to call Miss Dig 1-800-482-7171. Miss Dig will locate any underground utility lines to prevent damage from any digging required to construct the proposed deck.

Co-owners should apply Sherwin Williams Deckscapes waterborne semi transparent stain - color Cedar Bark #SW 3511 or Sherwin Williams Deckscapes solid color stain – color Ember #SW 3029. These two deck treatments are recommended so that eventually all decks will be in compliance. You are encouraged to use these stains but other manufactures whose color is close to these colors is acceptable.

Co-owners are responsible for the upkeep of any non-front entrance deck and the area under the deck.

Under rules of the City as well as the Architectural/Landscape Committee, the plans submitted should show the following:

1. Site plan - a scale drawing showing the existing building and any existing structures (decks) and adjacent decks with the new proposed deck. Also, show any utility equipment meters, sprinkler heads, downspouts, sump drains and trees. Include type of material and size of lumber.
2. Framing plan - a scale drawing showing the proposed support system of posts, beams, ledgers and joists.
3. Post profile - a scale drawing showing burial depth and size of posts. Also, show type and treatment specification of proposed posts.
4. Deck detail - a scale drawing showing deck and railing design. Railing detail must show type and style of balusters (minimum 36" high, maximum 4" between balusters or current code.)
5. Step detail - a scale drawing showing step and railing construction. Location to be shown on site plan.
6. Landscape detail - a scale drawing showing sod removal, rock ground cover, sprinkler alterations and any grade change. The costs to relocate sprinkler heads because of deck construction or plantings will be at the co-owner's expense. The new location will be determined by the Association sprinkler contractor.
7. Height of deck above ground.
8. Steps, if any, must have support at bottom and fall within the minimum 20 feet guidelines.
9. Show height and spacing of railing (minimum 36" high/maximum 4" between spindles or whatever is current code.)

Note: All spoil from holes, sod removal and grading must be hauled off site. Grade under the deck must be sloped to provide positive drainage away from the building and not create drainage issues for the site. Area under deck must be covered with a 2" depth of 1" river rock and/or could be a concrete pad or a brick patio. All sprinkler alterations and grade changes must be approved with the plan. Contact McShane Mgmt for a drawing of your unit model.

## Hot tub / spa installations (December 2010)

The Board of Directors reserves the right to review each request on an individual basis and to adjust requirements in order to assure the aesthetic appearance and safety for residents.

No hot tub, spa or similar device shall be permitted unless in compliance with all of the following:

- Application Process: Prior to installation, the co-owner shall present the following in writing to the Architectural Control Committee for approval:
  1. The location of the hot tub.
  2. The size of the hot tub.
  3. Specifications for installation by the manufacturer.
  4. Specifications for installation by the installer.
  5. The location for entry for any wiring or water line.
  6. Written consent signed by the co-owners of each adjoining unit.
  7. A certificate of liability insurance evidencing policy limit of at least one (1) million dollars per occurrence, naming the Association as an additional insured under the policy.
- Installation Process
  1. All such installations shall be required to be performed only by licensed and insured tradesmen in accordance with all applicable City, State and Federal codes, laws, ordinances and regulations.
  2. The deck itself must be reinforced to enable it to carry the additional weight.
  3. All electrical installations and wiring in connection with the hot tub must conform to the Michigan Electrical Code as adopted by the State of Michigan.
  4. The hot tub or spa shall be completely enclosed by fencing (deck railing) not less than four (4) feet from the ground. If the deck has any steps, a gate is required and must be of a self-latching type with

the latch on the inside of the gate. The gate must be capable of, and kept securely locked when the hot tub is not in use.

5. The hot tub or spa must have a lid with a key lock and the lid must be locked when the tub is not being used.
6. No tub or spa shall be drained upon the common elements; drainage discharge lines shall connect directly into an existing plumbing drain.

#### Yard lights (June 2015)

No yard light (not to include landscape lighting between the sidewalk and garage) shall be installed unless in compliance with the following:

1. An Architectural Modification request, including a drawing with an exact location, must be submitted for any proposed changes to the unit including yard lights. The co-owner is responsible for obtaining required permits and inspections.
2. A yard light is the responsibility of the co-owner including installation, maintenance and bulb replacement.
3. Lamp posts are to be 4" x 6" treated wood and painted the same color as the unit, Sherwin Williams Super Paint, Chamois color. Photos of approved installations are available on the River Pines web site.
4. It is suggested the installation be a 110 volt system as opposed to a 12 volt system that has proved to be somewhat unreliable in other installations.

#### Security (December 2011)

Motion/security lighting shall not be permitted on the front deck or back of the unit if it would create a nuisance for any neighboring unit. However, any condominium owner wishing to install or have a company install a fire, motion or burglar alarm system shall comply with City of Farmington Hills regulations. For instance, the system must have an automatic shut off after the first ten (10) minutes of alarm.

Garage doors shall be kept closed except during vehicle exit or entry.

### Smoke alarms and carbon monoxide detectors

Smoke alarms and carbon monoxide detectors inside the unit do not need Board approval and installations are encouraged. All maintenance and replacement of smoke alarms and carbon monoxide detectors are the responsibility of the co-owner. Batteries should be changed every year when you change your clock to daylight savings time or per the instructions on the unit.

### Grilling on porches and decks (January 2015)

The Board of Directors has consulted with the Farmington Hills Fire Department and the Association's insurance company regarding this matter. As a result of this consultation, the Board of Directors has decided to suspend further enforcement action regarding the keeping of barbeque grills on porches and decks.

The Farmington Hills Police Department recommends that barbeque grills only be used on the ground level and at least 8 feet from all parts of the dwelling. The insurer, Community Association Underwriters of America, has published an informational flyer on the topic of barbeque grilling. We have attached a copy of the flyer and ask that you read it and heed the precautions listed.

The Board continues to work to help ensure that all residents will act in a safe manner and with respect to the safety for all of the residents. The following is an excerpt from the Community Association Underwriters of America Risk Management Guide P-6:

When you use an open-flame grill located too close to a building, such as on a balcony, there is always the danger of a fire getting out of control and spreading to living areas. In fact, according to the National Fire Protection Association (NFPA), one-half of all structure fires started by gas or charcoal grills begin on an exterior balcony or open porch.

These are the predominant reasons why, for multi-residential housing, most fire codes and local ordinances prohibit using open-flame gas or charcoal grills on balconies, beneath combustible overhangs or within 10 feet of the building.

The following are general precautions for all outdoor grilling:

- Use only equipment bearing the mark of an independent testing laboratory and follow all manufacturers' instructions regarding set up, operation, maintenance and clearance to combustibles.
- Only use open-flame grills outdoors. If used in indoors, or in enclosed spaces, they pose both a fire and asphyxiation hazard.
- Position grills well away from siding, deck rails and out from under building eaves and overhanging tree branches.
- Place grills a safe distance from lawn games, play areas and foot traffic.
- Keep children away from grill areas: declare a three-foot "safe zone" around the grill.
- Use long-handled grilling utensils to minimize the potential for burns.
- Periodically clean grease and fat build-up in catch pans beneath the grill so a hot grill cannot ignite it.
- Keep a portable fire extinguisher near the grilling area.

Charcoal Grills: The following are general precautions for outdoor grilling with charcoal grills:

- Purchase the proper starting fluid and store it out of the reach of children.
- Never use any flammable or combustible liquid other than charcoal starter fluid to help ignite the charcoal.
- Never add additional charcoal starter fluid to ignited coals or instant light charcoal.
- If your bag of charcoal gets wet, leave it in a well-ventilated area outside the home. Charcoal can spontaneously ignite as it dries.
- Allow coals to cool at least 48 hours before disposing. Wrap cold ashes in heavy-duty aluminum foil and place them in a noncombustible container.

Gas Grills: The following are general precautions for outdoor grilling with gas grills:

- Check the gas hose and couplings for leaks before using your grill for the first time each year. A light soap and water solution applied to these areas will quickly reveal any leaking propane by forming small bubbles.
- Always turn off the gas supply at the bottle after cooking.
- If you smell gas while cooking, move away from the grill and call "911". Do not attempt to move the grill.
- Never store propane gas cylinders inside buildings or garages.

Electric Grills: The following are general precautions for outdoor grilling with electric grills:

- Visually inspect the cord, plug and all connections for damage before operation.
- Only plug an electric grill into a ground fault circuit interrupter (GFCI) outlet.
- Unplug the grill when it is not in use.
- Do not immerse the cord, plug or heating element in water or other liquid.
- Do not use an electric grill in the rain.

#### Winterization (October 2015)

Whereas, Article VI, Section 13 of the River Pines Condominium Bylaws requires that each co-owner shall maintain his/her unit and any limited common elements appurtenant thereto for which he/she has maintenance responsibility in a safe, clean and sanitary condition. These include but are not limited to:

- telephone
- water
- plumbing
- electrical
- utility conduits
- other systems

Whereas, Article VI, Section 13 of the River Pines Condominium Bylaws states that each co-owner shall be responsible for damages or costs to the Association, or to other co-owners, as the case may be, from negligent damage to or misuse of any of the common elements by the co-owner, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless full reimbursement to the Association is excluded by virtue of the deductible provision, in which case the responsible co-owner shall bear the expense to the extent of the deductible amount).

There is a possibility of substantial loss to the Association in the event that the heating, electric, water supply, sewage or other systems are neglected by individual co-owners. Therefore, co-owners are expected to take precautions during extended absences and/or during weather conditions when freezing of pipes might be reasonably expected. To avoid pipes freezing, for example, one could:

- Shut off the main water supply and drain the pipes; or
- Have a neighbor check in daily; or
- Have a smartphone app that remotely checks a digital measurement of the condo interior air temperature; or any other idea that is as effective.

If co-owner negligence is confirmed, the negligent co-owner will bear the Association's expenses.

#### Porch maintenance and / or replacement (December 2011)

The Association will be responsible for repair or replacement of the front entrance porch as follows:

- Replace deck wood that has splintered, cracked or otherwise deteriorated such that the deck's structural integrity is compromised.
- Apply association approved porch stain (wood preservative) material every 3 years to maintain the deck appearance and to extend the life of the wood.
- The front entrance porch is maintained by the Association and stain is applied by an association contractor. Other decks are the responsibility of

the co-owner and they are encouraged to apply one of the approved ACC stains.

- The Association will not be responsible for the following:
- Decks other than the front entrance deck.
- Deck modifications such as: enlargement, hand rails, additional steps or other discretionary changes. (Modifications require approval of the Architectural Committee)
- Deck board or railing replacement due to cosmetic appearance.
- Damage caused by the co-owner or guests (Refer to the Master Deed, Article IV, Section d for further clarification of damage by the co-owner.)

#### Front door and door wall maintenance policy (July 2004)

The Association will be responsible for repair or replacement of the front door and door wall(s) as follows:

- Front doors and door walls will be stained or painted in accordance with the unit painting schedule, i.e. every 6 years.
- Replacement of front door weather stripping due to cracking, peeling, etc. Deterioration must be sufficient as to allow air or water to enter the unit.
- Replacement of door hardware that has deteriorated due to normal wear and tear.
- Doors will be replaced based on metal cladding or wood frame deterioration including forced entry. (See forced entry below.)
- The Association shall not be responsible the following:
- Doors requiring replacement due to co-owner directed or initiated forced entries and welfare check investigation entry by police or fire personnel.
- The Association is not responsible for the maintenance or repair of the unit entry door from the garage area.
- The Association is not responsible for maintenance, repair or replacement of dead bolt locks, door locks or door knobs/handles.

- Damage caused by the co-owner or guests (Refer to the Master Deed, Article IV, Section d for further clarification of damage by the co-owner.

#### Garage door repair / replacement policy (January 2004)

The Association has the responsibility for garage door exterior aesthetic and maintenance; accordingly, the Board has developed the following set of guidelines:

1. Association will replace broken door springs.
2. Association will replace broken cables that attach the door to the spring system.
3. Association will replace broken door hinges.
4. Association will replace broken door rollers.
5. Association will repair or replace a door damaged by snow removal equipment, landscape maintenance equipment or others under contract to the Association.
6. Association will repair or replace a door damaged by random acts other than those caused by the co-owner or their guests.
7. Association will maintain the exterior door paint.
8. The co-owner is responsible for the automatic garage door opener repair and maintenance.
9. The co-owner is responsible for the electrical supply to the garage door opener.
10. The co-owner is responsible for repairing any damage caused by them or their guests
11. New doors that need paint will be painted when the ambient temperature is above 45 degrees F.
12. Small dings and scratches may not be repaired.

#### Window / doorwall replacements (December 2005)

Weathervane Windows of Brighton, Michigan manufactured the unit windows. Unfortunately they have gone out of business. Therefore, the Association and the membership no longer have a manufacturer's window warranty.

Co-owners wishing to upgrade their window/door walls must obtain advance written Board approval by submitting a written request. All windows in a unit need not be replaced.

The Board will grant approval if the upgrade windows are similar in exterior appearance to the present window, professionally installed and carry a minimum 10 year warranty and the co-owner executes Consent to Alteration Agreement which shall be recorded with the Oakland County Register of Deeds. (All costs of the windows and installation will be at the co-owner's expense and the co-owner will assume liability for normal maintenance, repair and replacement of such windows. In case of failure or damage to an upgrade window, the co-owner will pay the excess over the cost of replacement of the original windows.)

#### Screen repair and / or replacement (December 2005)

The Association will be responsible for repair or replacement of window or door wall screens based on the following:

- Those that have torn, split or otherwise become damaged due to normal wear and tear.
- Those that have been damaged due to broken windows and/or caused by Association workers or contractors.

The Association will not be responsible for repair or replacement of screens based on the following:

- Those that have been punctured or otherwise damaged from the inside of the unit by the co-owner or their guests. (Refer to the Master Deed, Article IV, Section d for further clarification of damage by the co-owner.)
- Those that have been removed from the window frame for storage during the winter months and become damaged for any reason.

- Those missing or otherwise not available.
- Those that are front storm door screens.

The Association will assist the co-owner, if requested, in obtaining replacement screens at the co-owner's expense. Replacements will be obtained as expeditiously as possible but the Association will not be bound by a co-owner's schedule.

#### Basement drywall repair or replacement policy (June 2015)

The Association shall not be responsible for repair or replacement of basement drywall regardless of how the damage occurred.

The association does not provide insurance coverage for "betterments and improvements" which includes a finished basement so the co-owner should have insurance to cover such improvements. (Refer to letter provided by McCredie for further information.)

Drywall damage caused by sump pump failure or sewer back up shall not be the responsibility of the association.

#### Sewer backup policy (December 2011)

The Association shall not be responsible for damage inside the unit caused by sewer backup.

It is the responsibility of the co-owner to obtain insurance coverage for sewer backup insurance, which is not provided by standard forms of condominium owners insurance but may be obtained by a special endorsement to the co-owners policy.

#### Co-owner facilities or equipment policy (August 2004)

The Association shall not be responsible for maintenance, repair or replacement of the following:

- Garage door openers.
- Sump pumps.

- A/C Compressor including concrete support pad.
- Other facilities or equipment shown on the chart shown on pages 13-14 of the rules and regulations as co-owner's responsibility

#### Hiring contractors (August 2007)

The River Pines of Farmington Condominium Association, acting through its Board of Directors, has the sole responsibility and authority for maintenance, repair and/or replacement of River Pines of Farmington Condominium common elements, now therefore, this Board strictly prohibits co-owners from employing contractors, licensed skilled trades or other personnel for the purpose of maintaining, repairing or replacing common elements described in the Section 4.01, paragraphs (a) thru (q) Article IV of the Master Deed without written approval of the Board of Directors.

Except in cases of emergency involving imminent danger of bodily injury or damage to or destruction of property, expenses incurred by co-owners for work performed by contractors, skilled trades or other personnel for maintaining, repairing or replacing common elements described in the Section 4.01, paragraphs (a) thru (q) Article IV of the Master Deed will not be reimbursed by the Association. The amount of the payment for any such work will no more than the normal or usual charges for the type of work done under the circumstances under which it is performed.

#### Pets (December 2011)

The subject of keeping pets has become a highly emotional issue at many condominiums and they have been banned at some. Residents owning pets must realize that their pets can become a nuisance to their neighbors if not properly controlled.

All animals must be registered as specified by city ordinances. In brief, dog controls are thoroughly covered in a City ordinance which mandates all persons must keep dogs under reasonable control. In addition, sanitation is prescribed. The owners of animals shall immediately remove all droppings and properly

dispose of them by use of a “pooper scooper” or plastic bag which will be carried by the owner when walking the dog.

As stated in Article VI, Section 5 of the Condominium Bylaws, no pets shall be maintained by any co-owner which would be considered savage or dangerous to other pets or co-owners. If any animal displays dangerous or aggressive behavior toward any human being or other animal kept as a pet, that animal will be considered in violation of the subject Bylaw and subject to removal from the complex and all other remedies permitted under the Bylaws or otherwise under Michigan law.

Complaints concerning animal management and violations shall be made in a signed and dated written complaint submitted to the Management Company.

- All pets, while on the limited/general common elements, must be leashed and accompanied by a responsible adult.
- No animal kept as a pet shall be left unattended outdoors.
- Barking nuisance in or out of doors will not be permitted.
- Property damage is the liability of the pet owner.
- Enforcement—a system of warnings, fines and legal recourse may be set by the Board of Directors.

#### Trash and recycling (December 2017)

There are reasons the Association has a trash policy:

- The appearance of our site contributes to the value and marketability of our units.
- Trash is to be placed in secure containers to prevent animals from getting into the bags or containers and distributing trash around the complex.

Therefore, the Association trash policy is as follows:

There are three types of rubbish services in place.

1. Regular Rubbish

City employees or contractors pick up your regular rubbish, consisting of a mixture of garbage and trash every Wednesday except holidays. Rubbish is to be set out at the end of your driveway after 6:00 pm (or at dusk if dusk is before 6:00 pm) on Tuesday in the following containers:

- Metal or Plastic Containers - Must not be less than 10 gallons or more than 32 gallons in capacity and should be watertight with handles and tight-fitting lids. Total weight of containers and contents must not exceed 60 pounds. Please do not fill containers above the rims.
- Plastic Bags - Must not be less than 10 gallons or more than 30 gallons in capacity and not less than two mils in thickness. Total weight of bag and contents must not exceed 40 pounds. Bags should be tied or otherwise secured to prevent trash from being blown or scattered around the Condominium.

These requirements for the size of containers and the thickness of plastic bags are Farmington Hills city regulations. For more information contact: [www.ci.farmington-hills.mi.us/Services/PublicServices/RubbishRemoval/OverviewRubbish.asp](http://www.ci.farmington-hills.mi.us/Services/PublicServices/RubbishRemoval/OverviewRubbish.asp) or call 248-871-2850

## 2. Recycling

(Green Bin with yellow top) This program came into existence due to State and Federal mandates. This service pertains to weekly pickup on Wednesday utilizing your green plastic container to dispose of bottles, cans, plastic, paper, etc. For more info refer to the label on the top of the bin or contact: [www.rrrasoc.org](http://www.rrrasoc.org) , 248-208-2270.

## 3. Yard Waste

Yard Waste is collected April through November. Yard Waste consists of items such as flowers, grass, dirt, leaves and bundled brush. Branches are not to exceed 6 inches in diameter and 4 feet in length, or 60 lbs. in weight per bundle. These items must be in a rigid 32 gallon container marked YARD WASTE or in paper yard waste bags. The yard bags are available at local retailers, as well as the City of Farmington Hills DPW and Southfield DPW.

#### 4. Bulk Items

Bulk items such as appliances and furniture need only be placed at the curb on your regular pick-up day by 7:00 am. Please consider having your bulk items taken away by the contractor/retailer who delivered the replacement item. Also consider calling our maintenance man so that bulk items do not set at the curb for days.

Rubbish is to be curbside at 7:00 am on Wednesday.

Rubbish will not be collected on the following Holidays:

New Years Day	Labor Day
Memorial Day	Thanksgiving
4th of July	Christmas Day

If the holiday falls during the week, your rubbish will be picked up a day later than usual. For example, Wednesday's trash will be picked up Thursday and Thursday collections will be picked up on Friday. For a more detailed list of regulations, please call the Division of Public Works, 248-553-8580.

If you must put your trash out early please use your sturdy, 32 gallon container. (Animals get into plastic bags and leave a mess.) Ask your neighbor to put it out when you are not home. Also, ask a neighbor to put your cans and recycling tub away when you are not home on trash day. Don't let it be a signal to a thief you are not home.

Make sure your trash containers are picked up and returned to the garage Wednesday night. Farmington Hills regulations require that all containers must be removed from the curb no later than 12 hours following collection. Leaving this container out over night can pose a security problem.

### Holiday decorations (June 2016)

Mini-outdoor lights with roping may be hung on decks and a wrought iron fence or gate. Mini-outdoor lights on garages or statuary may be used but may not infringe upon neighbors. Please use good judgment with holiday decorations. No inflatable decorations are allowed.

Only trees immediately adjacent to the unit may be decorated using mini-outdoor lights or other signs of the season. No wiring may cross concrete sidewalks or driveways.

Matching wreaths may be hung from the garage lights as long as they do not obscure address numbers. A single wreath may be hung on the side of the unit or above the garage door, and a nail in the wooden portion of the structure is pre-approved for such a wreath.

Christmas holiday decorations should not be displayed prior to the day after Thanksgiving, and should be removed by January 6th. There are of course other holidays, and co-owners wishing to observe them should be guided by the above rules and the requirement that decorations not be installed unreasonably in advance of the appointed holiday nor left in place afterward. Co-owners are invited to contact the Association if they have any questions, and to submit a Grounds Alteration Request to seek approval of holiday decorations not referred to above.

Seasonal garage flags may be used at the discretion of the co-owner but must be in good repair.

### Garage, estate, and moving sales (December 2011)

The following restrictions apply before and during the Annual Garage Sale or Estate and Moving Sales:

1. Annual Garage sale date: 2nd Friday and Saturday of June (except Estate & Moving Sales).
2. Daily time: 9am to 5 pm.
3. Signs are limited to give traffic direction to sale location.

4. Signs to be located at street corners to direct traffic and at sale location driveway.
5. Maximum sign size is 24" by 24".
6. Advance written Board approval is required for all sales other than the Annual Garage Sale. The request must identify the dates sales will be conducted. Such events will be restricted to Thursday, Friday and Saturday and limited to (1) weekend.

Note: If any sale is conducted at any other time the co-owner will be considered in violation of the above Rules and Regulations and a violation notice will be issued and/or other appropriate enforcement action taken.

#### Vehicles and parking (December 2017)

Overnight vehicle parking is not allowed on any street. No vehicle is to be parked on any street between the hours of 1:00 am and 5:00 am. Guest parking is permitted on some streets within proper guidelines. No parking of any kind (guests, visitors, etc.) is permitted on River Pine Court, Red Pine Drive, Silver Ridge Court and Court Ridge Court because of their narrow width.

Out-of-town guests must park within the driveway of their host. Street parking for out-of-town guests will be limited and only with the written permission of the Board of Directors. Co-owners are asked to avoid parking in the street and in the driveway during winter months.

Vehicles shall not be parked in a driveway under any covering for protection from the elements. No driveway parking is allowed for any commercial vehicle owned or operated by a co-owner. These vehicles must be parked in the garage. Trailers or recreational type vehicles cannot be parked in the driveway.

If compliance is impossible, the co-owner may request, in writing, assistance from the Board to try to solve this problem.

Failure to comply with the regulations regarding no overnight parking on the street will result in a violation being issued which could result in fines if not corrected in a timely manner, usually within 1 week of notification.

### Walking paths (June 1994)

No motorized vehicles of any type are permitted on walking paths with the exception of maintenance vehicles. During the winter months walking paths are not cleared of snow and are not salted. Please be careful if you use these paths during the winter months.

### Mail station signs, notices, advertisements (June 2005)

No signs, notices, advertisements or other written or pictorial communications of any kind or nature shall be posted or in any way attached to or placed in conjunction with the mailbox structures on the Condominium premises except:

- Notices of meetings of the Members of the Association and other meetings, social affairs and activities of the Association, including, but not limited to, the Annual and Town Hall meetings of the Members of the Association and social and sporting events sponsored by the Association.
- Official notices of emergencies relating to the health and safety of co-owners and the protection, maintenance and preservation of Common Elements.

No notices of a personal nature or advertisements for any personal, commercial or political enterprise or activity shall be permitted.

Except for notices which are required by the Condominium Documents, the Law or the nature of an emergency to be posted for a longer period, no notice shall remain posted for a period of more than 3 days.

### Resale procedures (June 2016)

When selling a unit, the co-owner shall follow these procedures:

1. Each co-owner, as a courtesy, should notify the Management Company of an intention to sell his or her unit.
2. The co-owner may display signs only under the following criteria:
  - a. One (1) "For Sale" sign within the unit.

- b. One (1) "Open House" sign may be displayed outside in reasonable proximity to the subject unit, but only while someone is in attendance at the unit and for a maximum of six (6) hours per day.
  - c. During an Open House, one (1) "Open House" sign may be displayed at each entrance of River Pines, but only while someone is in attendance at the unit and only for a maximum of six (6) hours per day.
  - d. All signs shall be of size and height so as to conform to local ordinances. In the absence of an ordinance restricting size, the sign shall not exceed 24 inches by 36 inches. The sign content shall be limited to:
    - i. "For Sale" statement
    - ii. Telephone number of owner or agent
3. All obligations to the Association must be satisfied prior to closing. In the event of delinquency or default, remedies will be pursued in accordance with Article XI Section 1 of the River Pines of Farmington Condominium Bylaws.
  4. When establishing contact with the purchaser, the Management Company will remind the purchaser of information that the purchaser should have received: Master Deed, Bylaws, Handbook, and certificate of Association insurance.
  5. Any communication regarding the resale of a unit shall be in writing and directed to the Board of Directors of the Association through the current Management Company.

#### Leasing procedures (December 2010)

Condominium Bylaws, Article VI Section 2 state the procedure to follow in leasing a unit. Additionally, the following steps must be taken to lease a unit:

1. Co-owner must supply the complete name, address and phone number of the proposed tenant to the Board through the Management Company. Also, a copy of each lease agreement must be submitted.
2. Leases shall be for a minimum term of six (6) months.

3. The co-owner must advise the lessee that the unit is for residential occupation only and cannot be sublet to others.
4. Co-owner must provide lessee a copy of all Association Rules and Regulations, Policies and the Master Deed and Bylaws.
5. All communication regarding the leasing of a unit shall be in writing and directed to the Board of Directors through the Management Company.

#### Conflicts of interest (June 2015)

A conflict of interest by any co-owner, whether Board member, committee member, renter or guest should be a concern for any prudent association. It is also felt that the potential problems within the Association for allowing such contracts between co-owners and the Association would be more troublesome than the potential savings that could be incurred.

It is, therefore, the policy of this Board not to let contracts with any co-owner of the River Pines Condominium Association, or to engage in any business relationships with any co-owner.

#### Emergency unit entry by Association (December 2010)

Article VI, Section 11 of the Bylaws of the River Pines of Farmington Condominium state that in emergencies, the Association shall have the right to enter a unit and the co-owner shall provide that access.

Each co-owner shall register with the Management Company the telephone number of their place of employment and/or the name of a friend or relative who could be reached in an emergency. This would, hopefully, eliminate the need to forcibly enter a unit to effect emergency repairs. Damage caused by forcible entry for emergency repairs will be repaired at the expense of the co-owner.

When it is necessary to enter a unit in the absence of the co-owner, i.e., only in the case of emergencies, it shall be done by at least two (2) people. The policy of two people entering a unit in emergencies is intended to protect all parties. The only exception to this policy would be in case of extreme emergencies, such as fire, flood or the threat of fire/flood. We encourage giving a key to a neighbor.

### Association records access (December 2010)

The Association's books, records and contracts will be available, by appointment, at the Management Company offices for review and inspection in accordance with the requirements of the Condominium Act.

A written request must be submitted to the Management Agency to obtain copies of such documents.

A document copying cost will be on a per page basis and will be in addition to any other administrative expenses that are incurred by the Association. .

The co-owner will not be allowed to remove any original documents or records from the files.

An employee of the management company and/or a member of the Board of Directors shall be present with the co-owner while he or she is reviewing the records.

### Financial planning (December 2010)

The President shall appoint members to assist the Treasurer of the Board with Association financial planning. Appointees would include interested co-owners and/or Board members. It shall be the responsibility of the Board Financial Chairperson to work with the Management Company prior to the commencement of each budget fiscal year, January 1st, to review all pertinent information that may have an impact on the day to day expenses of the Association and long-term requirements for maintenance and replacement of Common Elements of the Condominium Association and then prepare and submit to the Board of Directors for review and approval the proposed operating budget.

This budget shall be guided by anticipated expenditures, cash on hand, balances in reserves, expected and/or anticipated maintenance costs, etc. and by a strategic financial plan. It will be the policy of the Board to maintain, update and reproduce a strategic financial plan year to year. The strategic planning process is a continuous long term planning process which is based on sound fiscal management principles, concepts and techniques. This planning system will be a primary tool of the Association's Board of Directors in developing and

implementing long- range objectives and strategies that will assure the Association is strategically positioned in order to most effectively meet present and future Association financial needs.

The replacement reserve shall be funded with the intent of meeting future facility needs and major replacement items such as roads, roofs, driveways, windows, unit doors and garage doors as they reach the end of their useful life is required by the Condominium Act and the Association's Bylaws.

#### Investment policy (June 2015)

Currently the association reserve funds are deposited in accounts with Merrill Lynch and invested in no risk CD's and insured by the FDIC per the Association Bylaws. The Association investment policy is periodically reviewed by the Board of Directors and will be revised as required.

#### Compliance policy (June 2016)

The violation by any co-owner, occupant or guest of any of the provisions of the condominium documents, including any duly adopted Rules and Regulations, shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved co-owner. Such co-owner shall be deemed responsible for such violations whether they occur as a result of his or her personal actions or the actions of family, guests, tenants or any other person admitted by or through such co-owner to the condominium premises.

Upon any such violation being alleged, the procedures to be followed are summarized on the compliance flowchart. The procedures include a written notice of the violation, including the condominium document provision or Rules and Regulations violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the co-owner on notice as to the violation. Notice shall be sent by First Class or Registered Mail, postage prepaid or personally delivered to the representative of said co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article I, Section 2 (e) of the Bylaws.

The notice will remind the co-owner of their right to appeal, and will state the next scheduled meeting of the Board at which the appeal can be made in person, if so desired.

The offending co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, but in no event shall the co-owner be required to appear less than 10 days from the date of the notice. An appeal can be communicated in writing; such an appeal will be considered at the time of the next scheduled Board Meeting after receipt of the written appeal.

Upon appearance by the co-owner before the Board and presentation of evidence of defense, the Board shall, by majority vote of a quorum of the Board, decide to sustain or overrule the violation. The Board’s decision is final. The co-owner does not have a right to be present at the time the vote is taken.

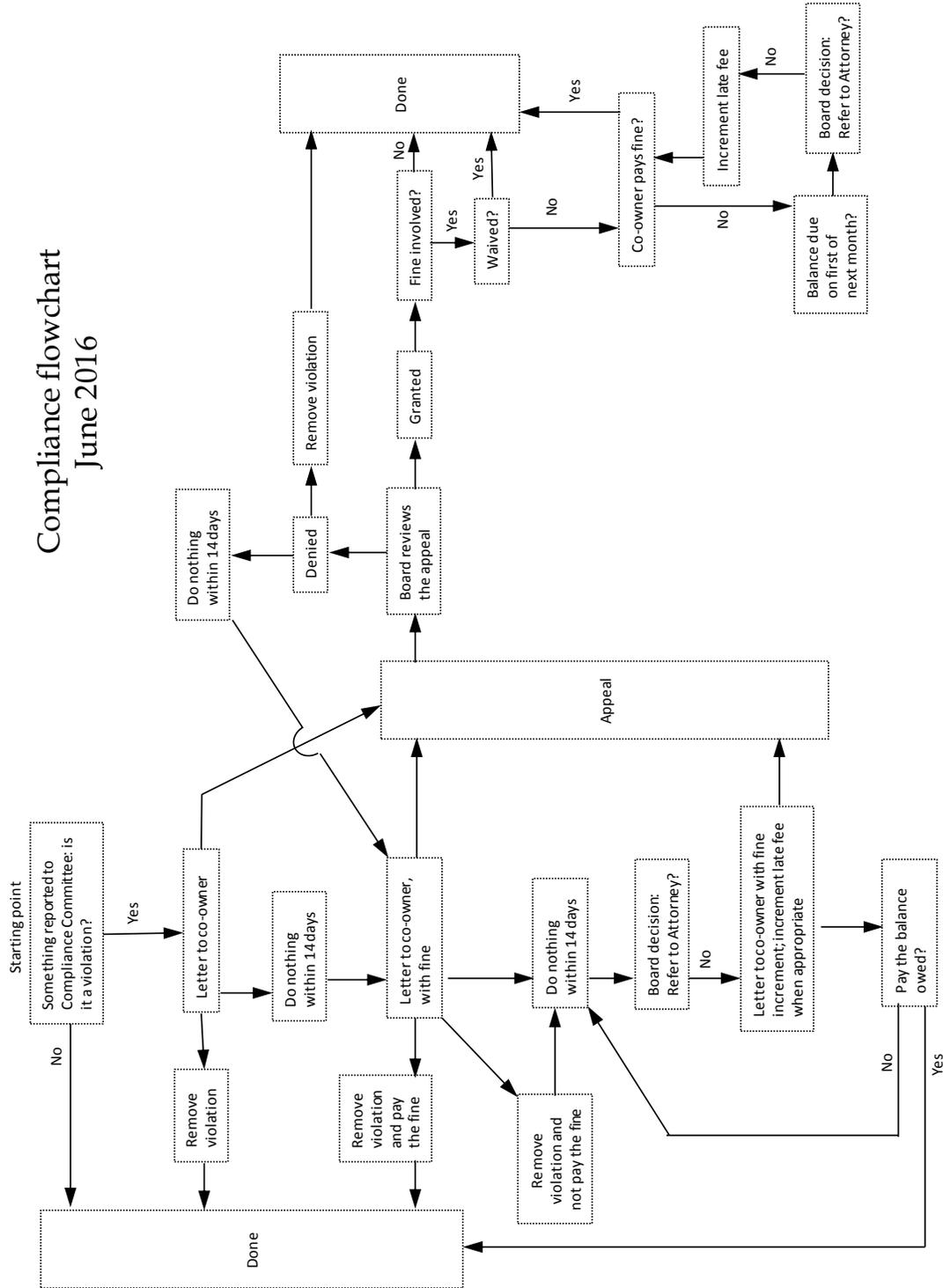
The failure to respond to a notice of violation constitutes a default. This option of the co-owner is addressed in the compliance flowchart, as are all other possible decisions along the way from violation notice to resolution.

Upon violation of any of the provisions of the condominium documents and after default of the offending co-owner, or upon the decision of the Board as recited above, fines shall be levied as indicated in the table below. Note that the purpose of fining in the instance of an unaddressed violation is not to annoy the co-owner or to raise revenue for the Association, but rather to inspire a timely resolution of the issue.

First violation	
Second violation or second notice of an unattended violation	\$50.00 fine
Third violation or third notice of an unattended violation	\$100.00 fine
Subsequent violations or notices of an unattended violation	\$500.00 fine

The fines levied shall be assessed against the co-owner and shall be due and payable together with the regular condominium assessment on the first of the following month.

## Compliance flowchart June 2016



## Delinquency policy (March 2011)

The annual assessment for each unit is payable in twelve monthly installments. These installments are due on the first of each month and shall be delinquent if such installment is not paid in full on or before the due date.

A late charge in the amount of \$30.00, or any other such amount as may be determined by the board of Directors, will be automatically levied for any installment of the annual assessment in default which is paid more than ten (10) days after its due date.

Management will issue a written notice to each co-owner with a delinquent balance each month or until the delinquency is referred to the Association's legal counsel.

Co-owners who have a balance for more than 90 days or who are delinquent in the payment of three (3) or more installments of the annual assessment may be referred to the Association's legal counsel, who is authorized to issue a notice of intent to record a lien demanding full payment within thirty days from the date the notice is sent. In the case of units occupied by renters, the Association's legal counsel may serve notice of the co-owner's default in payment upon the renter ordering the renter to tender rent payments directly to the Association until arrearage in assessments is paid in full.

After the initial notice of intent to record a lien has been sent and the notice period has expired without payment in full, the Association's legal counsel is authorized to proceed to record a lien against the unit and issue a notice thereof to the co-owner in default. The notice may advise the co-owner that the remaining monthly installments of the annual assessment have been accelerated and are due and payable within ten (10) days from the date the notice is sent, along with all other outstanding amounts owed to the Association. In those instances where a renter has been served with notice of the co-owner's default in payment, and the renter has not tendered to the Association payment of rents otherwise due to the co-owner in default, then Association legal counsel is authorized to commence eviction proceedings against the renter for non-payment.

The Association's legal counsel is authorized to perform a title search and send a final notice prior to initiation of judicial foreclosure proceedings to co-owners who have been sent the notice described in No. 5 above and who have failed to either pay the balance in full within the allotted time or tender a signed written payment plan proposal for consideration by the Board of Directors. Co-owners who timely submit a proposed payment plan request will be notified in writing of Board's acceptance or rejection of the payment plan proposal. The Board of Directors is not obliged to accept any proposed payment plan. The final notice prior to foreclosure shall state the amount that must be paid within ten (10) days from the mailing of the notice in order to avoid initiation of judicial foreclosure proceedings.

The Association's legal counsel is authorized to proceed to commence judicial foreclosure proceedings against any co-owner who failed to pay the full amount stated in the final notice prior to foreclosure within ten (10) days as allotted in the notice unless the Board has accepted a proposed payment plan.

The Association's legal counsel will pursue recovery of all unpaid assessments, late charges, court costs and attorney fees as provided in the Condominium Bylaws and under Michigan law, including but not limited to the Michigan Condominium Act. All mortgage holders of record will be served with notice of the commencement of foreclosure proceedings.