# **COUNTRY PLACE CONDOMINIUM ASSOCIATION**

# **RESIDENTS HANDBOOK**

# **RULES AND REGULATIONS**

2012

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# THE COUNTRY PLACE STORY

Early in 1972, the Bert L. Smokler Company began construction of Country Place on Mr. Broquet's Farm. Country Place, including Glen Haven, is built on approximately 91 acres. The first units were built in Court A, just to the east of the Broquet Farm Barn. These were used as models. Country Place Condo units were built in five phases from 1972 to completion in 1980 and are identified by letters of the alphabet. Glen Haven Condos were then constructed in the center circle and are identified by numbers.

The first residents arrived in August and September of 1972 in Courts E, F, and G on Onaway. Before the end of the year, there were more than 100 families in Country Place. Most had never lived in a condo before; they were city folks now living in the country. One of the biggest problems in those early days was animals. Skunks, foxes and raccoons regularly raided trash areas and basements.

In December 1972, an elected Transitional Board of residents met to prepare for takeover and to listen to residents' complaints. The group met to review problems associated with services to be performed by the builder and to act as a liaison between Country Place residents and the Bert L. Smokler Co. The first complaint submitted to this Advisory Board was that the rooster from the farm next door was waking up a resident too early in the morning! Other concerns were that the neighbor's horses would break loose and be found grazing on the Clubhouse lawn.

Early residents met often at the Clubhouse for small informal gatherings and scheduled parties. On St. Patrick's Day, March 1973, a party was scheduled at the Clubhouse. It had snowed over a foot the night before and kept on snowing. Everyone was snowed in. Undaunted, the traditional Irish stew arrived by sled during the blizzard and the party continued.

In September 1973 the first baby was born at Country Place - Adam Shulman, son of Jerry & Joela Shulman.

In December 1976, the first Country Place Board of Directors was elected. Jim Hockstad resigned from the Board to become on-site Manager for Association Management, Inc. He served in that capacity until his death in December 1992. His long commitment to Country Place is noted by a Blue Spruce tree, donated and planted by Mountain Top Tree Service, and a commemorative marker from the Country Place Association. The spruce tree and marker are located in front of the clubhouse near the flag pole.

The picturesque Broquet Farm Barn was located on Eight Mile Road and finally succumbed to an attack of termites in 1978. Part of the cobblestone foundation still remains. Prior to being torn down, George Woodcock, a Country Place resident and nationally known landscape artist, painted a picture of the barn which now adorns one wall of the Clubhouse.

# THE COUNTRY PLACE RESIDENT

As a Country Place resident, you have the right to privacy and to the use of your property.

Accordingly, as a member of the Association, you have a responsibility to respect the rights of your neighbors while using your property, the general common areas and the community facilities.

Condominium living is like an old-fashioned marriage—for richer, for poorer, in sickness and in health—consequently, you must accept the responsibility for such things as keeping your garage door closed, refraining from parking in other than designated areas, refraining from allowing your pets to run loose and obtaining approval to modify the exterior of your unit or the adjacent common grounds. Modification requests are required for most alterations. Many are listed in following sections of this handbook.

While some of the following rules and regulations may be seen as restrictive, they are intended to protect your legal rights as a member of the Association. Repeated violations of these rules will result in assessment of penalties and/or fines established by your elected Board of Directors.

When purchasing a unit in our condominium community, we each agree to accept and to be legally bound by the Master Deed, the By-Laws, these Rules and Regulations, and our Articles of Corporation. Whether a co-owner or a renter, residents have a responsibility to acquaint themselves and other household members with the importance and value of observing these rules and regulations. This handbook will help you understand the guidelines for our community.

# THE COUNTRY PLACE CONDOMINIUM ASSOCIATION

Country Place consists of 500 condominium units of varied building styles. There are 100 residential buildings, a Clubhouse and two (2) maintenance buildings.

A condominium community is structured similar to city government -- the Electorate (Coowners), the City Council (Board of Directors), the hired City Manager (Management Agent), Public Works (Maintenance Department), Tax Department (Monthly Assessments), etc.

As a non-profit corporate entity, you, the Co-owners, elect members to the Board of Directors to administer the Master Deed and By-Laws and to govern and manage the affairs of the Association.

Just as in any government, participation through service on a committee is an important part of condominium living. Committees such as Architecture & Grounds, Pets, Parking, Communications, Clubhouse, Pool, and Special "Task Force" (Ad Hoc) committees

always need people willing to volunteer. The very essence of self-government in a condominium is volunteerism and it provides a sense of satisfaction to those who lend a hand in their home community.

As part of your civic duty, all Co-owners have a responsibility to vote in the Annual Election for the volunteer candidates for the Board of Directors. Our Annual Meetings should also be well attended.

# **HOW COUNTRY PLACE IS GOVERNED**

Members of the Board of Directors are elected each September. There are nine (9) Board members, three (3) of whom are elected each year to a three-year term. To fill unexpected vacancies, the remaining members of the Board can make appointments as needed between elections. Such appointees serve until the following Annual Meeting's election of Directors.

Board members are responsible for all facets of the administration of the Association. This includes preparing annual budgets and assessments, developing and enforcing rules and regulations, overseeing the management agent, approval of contracts for services, and protecting the Co-owner's investment in a home in this community.

The Board of Directors meets on the second Tuesday of each month at 7:00 PM in the Clubhouse. All residents are invited to attend. On each agenda is an "Open Discussion - Audience Participation" period for Co-owners to discuss items of general, community-wide, interest or concern. Individual issues are handled by contacting the Association office.

Correspondence to and from the Board, the Association and the Management Agent is presented to the Board each month at its meeting

#### Section A: Committees

Committees are composed of volunteer residents from Country Place. If you are interested in becoming a part of any of these committees, please contact the Association office.

A committee will report allegations of violations of rules and regulations to the management firm. Residents also share that responsibility. It is the management firm's responsibility, then, to follow-up on such allegations and to seek compliance.

#### Part 1. Communications

The primary responsibility of the Communications Committee is to advise and assist the Board in informing residents about the purpose and function of the Association, its activities and events. The Communications Committee publishes the PLACE MAT

newsletter and this Residents Handbook, having first obtained copy approval from the Board or its designee.

#### Part 2. Architecture and Grounds

The Architecture and Grounds Committee, with management support, provides recommendations regarding standards for the appearance and preservation of our condominium property.

#### Part 3. Clubhouse

The Clubhouse Committee provides recommendations regarding the condition and cleanliness of the Clubhouse.

#### Part 4. Pool

The Pool Committee provides recommendations regarding the operation of the pool.

### Part 5. Parking

The Parking Committee provides recommendations regarding the administration of the rules and regulations governing parking within the complex.

#### Part 6. Pets

The Pet Committee provides recommendations regarding the administration of pet rules.

### Part 7. Library

The Library Committee is responsible for maintaining and administering the lending library located in the Country Place Clubhouse. Residents are invited and encouraged to borrow from this collection for their reading pleasure.

# Part 8. Emergency Preparedness

The Emergency Preparedness Committee, with participation by Country Place and Glen Haven volunteers, provides recommendations regarding information, direction, and communication to aid our communities in response to common disasters, and implements approved recommendations. Copies of the EPC Handbook are available at the Country Place office.

#### Part 9. Activities

The Activities Committee provides recommendations regarding planning and conducting social events that provide opportunities for fellowship and a sense of community among the residents of Country Place, and implements approved recommendations.

### **Section B: The Management Company**

The By-Laws of the Association empower the Board to contract a management company and community manager to manage and supervise the daily operations of Country Place. The management company provides daily on-site services (Monday through Friday). Emergency service is available on weekends and holidays through a twenty-four hour answering service. The management company's services include, but are not limited to: handling Co-owner concerns, supervising maintenance and Association personnel, and enforcing Association rules and regulations.

The Country Place Maintenance Department personnel are employees of the Association, not the management company. The Country Place Community Manager coordinates their work in order to provide optimal service to Co-owners.

### **Section C: Monthly Association Assessments**

The By-Laws of the Association set forth the responsibility of the Board to annually budget the funds necessary to operate the Association and pay the bills for the coming year. The budget takes into consideration expense data from the past and anticipated inflationary impacts as well as expected items of expense for the next year.

Individual Association Assessments are then determined – per the Master Deed - based on a two-branched formula that apportions most expenses equally and some expenses based on the living space square footage of each unit.

The fiscal year begins the first day of May of each year. Prior to the new fiscal year, Coowners are notified of the coming fee schedule and given a copy of the entire budget including the line item detail of expected income, expenses, and reserves.

Association Assessments are due and payable on the first day of each month. Any payments postmarked after the fifth (5th) of each month will be assessed a late charge. As of May 1, 2009 the late charge is \$50.00 and is subject to change with proper notice to co-owners as required in the Bylaws

The Association monthly assessment covers lawn maintenance, snow plowing and road salting, building repairs, sprinkler system, insurance on the buildings and grounds, the water bill, Association common element electric bills, telephone and mailing costs, the Management Agent's fee, among other things that keep Country Place running.

The Board of Directors has established the maximum allowable delinquency period to be two (2) months. When that level has been reached, the Association will initiate collection through the Association's legal counsel. Expense of the collection procedure per the By-Laws - is assessed to the delinquent co-owner. Collection procedures range from written notification, to liens, and to litigation.

NOTE: Please be advised that there is no legal basis for you to withhold all or part of your Association Assessment. If special payment arrangements are needed you must contact the Association's Board via the management agent.

NOTE: Making Association Assessment Payments

Monthly assessments may be paid using automatic checking or savings account withdrawals (ACH). Contact the management agent for an authorization form, <u>available</u> on the Association web page (at www.herriman.net) or at the Association office.

Coupon books are provided to co-owners who are not enrolled in ACH. A coupon should be mailed monthly with your payment to the PO Box address provided.

Association assessment payments will not be accepted at the clubhouse or the offices of the management agent.

### **COMMON AREAS**

Condominium grounds and buildings are owned in common by all Co-owners. Each of us has a percentage share in the ownership, based upon our unit size. Such percent of value listing is presented as an attachment to the Master Deed.

#### **Section A: General Common Areas**

The "general common" areas include all the grounds (from the foundation out, except within patio areas), the Clubhouse and facilities, the recreational areas, common walkways, and driveways.

#### **Section B: Limited Common Areas**

The "limited common" areas include your living space within your building from the painted wall and/or ceiling inwards, your basement, your garage and private parking in front of your garage for one vehicle, your patio and your front porch.

Those areas are exclusively for your use and enjoyment; however, everything beyond your front porch, patio and garage area is a general common area and as such, is under the direct control of the Association. The Association has authority relative to certain aspects of the limited common areas as well.

Specific items of "common" property may be located within each building in one or more basements. These include the:

- Master water supply valve for all five units.
- Water shutoff valves for the lawn sprinkler system.
- Sump pumps for storm water.

Electrical outlet plug for the sump pump.

Although the above items may be housed in or around your unit, their usage and enjoyment are common in nature and may not be shut off arbitrarily. It may be necessary for maintenance personnel to have occasional access to them.

# **INSURANCE**

#### Section A: Condominium Association Insurance

A policy is in force that protects each member of the condominium against losses to the building structure as well as losses resulting from bodily injury or property damage on the common areas.

The policy is written for a blanket amount on buildings. Instead of providing a separate amount of insurance on each individual unit, a blanket coverage policy has one total limit including the values of all the condominiums. In the event a unit is damaged or destroyed, the insurance company will pay whatever amount is necessary to repair or replace that unit.

In addition to the property coverage mentioned above, the Association's policy also provides a limit of insurance "per person" for bodily injury and property damage liability. Should someone be injured on the common areas of the condominium complex as a result of negligence on the part of the condominium Association, you, as a member, are protected for this type of loss and will be represented by the insurance company in any legal action brought against you.

If you need a proof of insurance certificate, please call the Clubhouse office for the telephone number of the agent.

In general, the BUILDING means the actual structure itself, inside and out, including anything that is a permanent part of the building - as originally built. It does NOT include any improvements or additions you or a former owner might have made in your unit after it was purchased as a standard unit.

#### Section B: Co-Owner Insurance

All unit owners should contact their personal insurance agent and obtain a Condominium Homeowner's Insurance Policy, called a HO-6 policy, to ensure they have adequate insurance protection to cover their personal property and improvements made in their unit. This Co-owner's own coverage should provide protection in the event that you are sued for accidents within the living area of your unit and for any conditions for which you may have responsibility. It should also provide coverage for betterments and improvements made since original construction, including all improvements to basements. If you have any questions, please call the office.

# **OWNERSHIP CHANGE / LEASING**

Prospective buyers or tenants should be informed that by purchasing or leasing a home in Country Place, the buyer or tenant agrees to abide by the Master Deed, the By-Laws and any and all present and future rules and regulations.

The seller or lessor of the unit must provide the buyer or tenant a copy of the Condominium Master Deed and most recently amended By-Laws, along with a current copy of this Resident Handbook. Copies are available for purchase at the office, if necessary.

The seller must advise the office of an expected sale and closing date and the names of the purchasers. The office will provide an Association "Status of Accounts" letter for the closing for a nominal charge.

A Co-owner may lease his/her unit as specified in the Bylaws – Article VI – Section 2 - Leasing and Rental. An exact copy of the proposed lease shall be provided to the Association ten (10) days prior to presenting it to the tenant for execution and shall specifically state that the tenant acknowledges that he/she must abide by all of the terms and conditions of the Condominium Documents including the Association's rules and regulations. All leases, occupancy agreements and occupancy arrangements shall be deemed to incorporate all of the provisions of the Condominium Documents.

# **ASSOCIATION SERVICES**

As outlined in the Master Deed and By-Laws, the Association is responsible for certain specific areas. The following pages list the most important of these specific areas.

Your Association monthly assessments take care of the exterior maintenance on the buildings and grounds. This includes (but is not limited to) painting, lawn care, tree maintenance, shrubs, rubbish removal, snow removal, asphalt, concrete, including patios and raised decks and ranch decks.

Maintenance requests and service problems should be reported to the Association office. Maintenance employees work five days a week. In case of an after-hours EMERGENCY, refer to the "Important Telephone Numbers" list found at the end of this document.

The Association retains the <u>right of access to any unit for reasonable, necessary or emergency maintenance or repairs -</u> usually with due notice, except in emergencies. Therefore it is important to <u>keep the office up to date with your telephone number and the "who has your key" information</u>. Management will provide you a form for this purpose.

### **Section A: All Maintenance Requests**

Maintenance requests may be submitted by phone, email or in person. The clubhouse office phone and email information is on page 42. Maintenance requests may also be submitted on line at <a href="www.herriman.net">www.herriman.net</a>. Maintenance requests are processed by priority with the highest priority given to requests concerning safety or damage to buildings or property. Routine maintenance requests will be attended to as quickly as possible. Some maintenance requests, categorized as seasonal or requiring a bid process, may be delayed. The office will inform you at the time of your request or by mail, of any anticipated delay.

### **Section B: Building Maintenance Needs**

Exterior maintenance such as repairing or replacing roofs, shutters, downspouts and eaves troughs, garage doors (not automatic door openers), patio fences and exterior painting are the responsibility of the Association. Water pipes, electrical wiring and sewer waste piping within the walls are also an Association responsibility.

A preventive maintenance program, including inspection tours, provides for timely correction of exterior problems. If you notice something in need of attention, please call the Association office and submit a maintenance request. Leave your name, address, court letter and daytime telephone number.

Should there be a response delay because of seasonal or other considerations, you will be given a copy of the written maintenance request acknowledgment, stating the reason for the delay. If there is considerable delay in maintenance attention, you may write a letter to the Board of Directors outlining the problem and requesting a hearing to address the Board at the next meeting.

There may be times when an Association responsibility may cause interior damage, for example, a roof leak that damages your drywall ceiling or wall. The Association will repair the roof and then repair the ceiling or wall - including a coat of primer paint. The restoration does not include wall coverings or finish paint since the repair includes restoration to "as built" condition. Your condominium owners HO-6 policy should provide for the restoration to your unit interior.

Another example is a water leak from upstairs through the ceiling below. In some cases, a hole has to be cut into the ceiling to determine the source of the leak. Upon determination of the problem, if it is an Association responsibility (pipe leaking), the Association will fix the pipe, restore the ceiling and paint to "as built" condition.

On the other hand, using the same example, if it should be determined that the leak is a Co-owner responsibility (lack of caulking, defective wax ring, etc.), then the Co-owner must bear the cost of the plumbing bill and the restoration of the ceiling.

#### **Section C: Extermination Services**

Although not required per the Master Deed, the Association maintains a basic pest control contract. Should you have a problem with mice, bees, insects or other pests, please contact the Association office to schedule an appointment to have your home treated for the existing condition. For problems with insects, please try to determine the location of the problem prior to calling in a maintenance request. Please do not ignore a pest problem in your unit. The problem could end up spreading to all of your neighbor's units too.

### **Section D: Sump Pumps**

A sump pump is located in one basement of every building to remove excess groundwater from around and below the foundations of the building. The carriage units and ranch homes, lacking basements, do not have sump pumps. The Co-owner in the unit with a sump pump has a responsibility to verify that the sump pump is operating properly and should check its operation each spring, summer, fall, and winter. If testing instructions or assistance is needed, contact the Association office so maintenance staff can check the status of the sump pump. Since sump pumps are run by electricity, a power outage could cause basement flooding. A water-powered backup pump can alleviate this issue; the Association has undertaken a program to install water backup sump pumps. This is a multi-year program. As units are scheduled, you will be notified.

#### Section E: Lawn Care

Lawn care includes weekly mowing, in season, of all common areas. Fertilization and weed control treatments are included.

### **Section F: Sprinkler System**

Underground sprinklers water most of the general common areas. Sprinkler settings are adjusted as conditions change during the summer to prevent excessive watering and increased water bills. Rain sensors have been installed on all sprinkler control clocks to automatically shut off the sprinklers during heavy rainstorms.

Sprinkler systems require considerable maintenance and adjustment. Should you notice a sprinkler in need of repair or adjustment, please call the Association office.

The sprinkler "on time" schedule will vary, depending on water costs, City of Novi restrictions, weather conditions and grass conditions.

#### Section G: Trees and Shrubs

The care, replacement, and management of all of the nursery stock, trees and shrubs on the common grounds are ongoing. Insect and disease control, fertilization, trimming, pruning, and necessary replacements are a continuing part of the budget. See

Architecture and Grounds, Section B: Plant Requesting Policy for information on submitting a request to plant trees, shrubs or other greenery in the general common areas.

#### Section H: Snow Removal & Winter Ice

The Association contracts for snow removal service. Snow removal usually begins when accumulation has reached the depth specified in the current contract (not drifting).

The following services are provided: snow removal of Clubhouse area, streets and roads, driveways and court interiors, all porches, steps and walkways to parking areas, perimeter sidewalks, and salting as needed. After the initial snow removal, additional problems such as drifting conditions will be handled as needed.

When maintenance personnel are available, special attention will be given to residents who are handicapped or need assistance when extreme winter conditions may affect their mobility (i.e., doctor appointments). If such attention is required, the Association office should be advised as early as possible of your request. Association maintenance staff is generally unavailable before 9:00 AM and after 4:30 PM Monday thru Friday and on weekends.

### Section I: Asphalt/Concrete Repairs

The Association has the responsibility to repair all existing asphalt driveways, courts, concrete walks, steps and porches. Asphalt and concrete replacement maintenance requests are accumulated and evaluated based on need, with safety and hazardous conditions given priority over cosmetic requests. For cost-effectiveness, this work is scheduled once or twice per season to make best use of the budget available.

All of the streets are dedicated, that is, city-owned. Therefore, repair work to the streets and replacements are a City of Novi responsibility. If you have concerns or specific requests for repair, please call the Novi Department of Public Works at 248-347-0454.

#### Section J: Rubbish Removal

The dumpsters are emptied twice a week. Refuse must be bagged in plastic and tied securely. All refuse must be placed in dumpsters, with the lid closed.

Nothing should be left outside of the dumpster; the driver will not pick it up.

Under these conditions, the following items may be placed in the dumpster:

- Cardboard cartons that have been flattened to conserve space.
- Carpeting that has been cut into strips, rolled and tied, not exceeding one (1) foot in diameter and four (4) feet in length.

The following items <u>may not be placed in or outside of the dumpster:</u>

- Appliances, furniture, mattresses or other large, bulky items. Call the Association office for the phone number of companies that remove large, bulky items.
- Used oil, gasoline, or solvent-based liquids. These must be taken to a qualified disposal site.
- Yard waste (grass clippings, prunings, leaves or anything that will turn to compost.) An area for yard waste is located in the Maintenance Area. Use brown paper bags designated for yard waste; do not dispose of PLASTIC pots or use PLASTIC bags in this area.

Co-owners violating these regulations will be assessed any additional costs incurred by the Association in removing any additional refuse removal.

### Section K: Recycling

There is a recycling container at the Maintenance Shed.

The following items are accepted:

PAPER: Newspapers, phone books, magazines, junk mail and office papers in

paper bags.

Corrugated cardboard (boxes), paperboard (non-wax coated); breakdown

and /or cut into small pieces.

GLASS: Clean, clear bottles and jars. No tableware. No Pyrex. No window glass.

**CANS:** Steel, tin or aluminum. Remove labels and rinse. No aerosol cans.

PLASTIC: Numbers #1 through #7 Containers only. Rinse, remove caps, rings and

lids. Bags (grocery) and household containers (clean & empty) accepted.

# **GENERAL CO-OWNER RESPONSIBILITIES**

You, as the owner, are responsible for the care and maintenance of the interior of your unit from the paint (or wall covering) inward. Items such as the furnace, air conditioning system (including the outside compressor), hot water tank and appliances are <u>not the responsibility</u> of the Association, neither are, windows, frames, screens, and door walls.

Co-owners having an outdoor faucet shutoff valve in their units are advised to shut it off in advance of freezing weather and open the outside faucet to drain it. After winter is over, all are directed to turn them on again. If you cannot turn off the faucet shutoff valve please contact the maintenance department and they will do it for you. If you do

not turn off the faucet shutoff valve for the winter and a leak occurs resulting in damages you will be charged for those repairs.

Fireplace conversion to gas logs or the installation of a gas burning unit requiring gas service to be installed in an existing fireplace requires a City of Novi permit and the installation must be done by qualified contractors. A modification request must be submitted and approved before work can begin.

Fireplace care and cleaning and the fireplace chimney, including the flue damper, are a Co-owner responsibility. Be advised that chimney cleaning must be done periodically. Failure to do so creates a fire hazard inside the chimney.

Fireplace chimney caps, both their purchase and maintenance, are a co-owner responsibility.

Firewood, in quantities limited to +/- 8 cubic feet (2 ft x 2 ft x 2 ft) may only be stored outdoors (in limited commons, not in garages) and be neatly stacked between Nov - March.

The Association is not responsible for electrical fixtures, wall plugs and switches, plumbing fixtures, faucets, drain traps and the connections to the Association-owned plumbing or electric systems within the walls.

For example: water leaking around the base of the toilet, which may soak through the ceiling below, usually indicates a defective seal (wax ring/gasket) between your toilet and the Association's sewer pipe. This, including damage repair, is the responsibility of the Co-owner. This is also true for cracks resulting from the lack of caulking maintenance and replacement around bathtubs, showers, and sinks.

The Association will assist Co-owners in determining the cause of the problem; however, should it be determined that the repair work is a Co-owner responsibility, the Co-owner will be required to pay the full cost of the correction. Call the Association office for a determination discussion and give a complete explanation of the problem.

# Section A: Replacing Furnaces, Air Conditioners and Hot Water Heaters

All new and replacement furnace or air-conditioning and hot water heater installations require that the contractor or installer obtain a permit from the City of Novi. Co-owners who replace their furnaces with higher efficiency furnaces need to be aware that the use of CHIMNEY LINERS is required by the City of Novi and the State of Michigan Building Codes because of the large diameter of the original chimney flues. This requirement applies to most new furnace installations. The 80-90% efficient furnaces do not provide adequate draft for removal of furnace exhaust (carbon monoxide). An exception to the installation of a chimney liner is a high Energy, 90% efficient furnace not vented through the existing chimney.

If the Co-owner has an electric hot water heater, the chimney would not be used. Gas hot water heaters require venting through the chimney. See Architecture and Grounds, Furnace and Air Conditioner and Hot Water Heater Replacement/Installation for additional information.

### Section B: Garage Policy and Electrical Outlets in Garages

The importance of keeping your garage door closed cannot be emphasized enough. Open garage doors result in heat loss in the units above the garages, potentially causing broken water pipes (from freezing) or sewer drain line problems. An open garage door can facilitate theft or vandalism for both the Co-owner and the neighbor sharing the garage space. Open garage doors also give a general unsightly appearance. Repair of garage doors resulting from normal use is the responsibility of the Association. If damage to the door is created by a Co-owner or their guest, the Co-owner will be assessed the cost of the repair.

Attachment of a door opener mechanism to a garage door requires a reinforcement bar on the top door section. This reinforcement bar forestalls door damage through extended operation. Garage door-opening devices, especially the chain tube or screw mechanism, should be lubricated with Teflon spray in the winter months. Damage to a garage door as a result of opener operation is a Co-owner responsibility.

Garage door openers require emergency key releases in the event of a power failure. The electrical power outlets in the garages are wired to the floodlights and porch lights and, because the Association pays the bill, they are considered a "general common" item. These outlets may have to be utilized by maintenance personnel in the course of any given workday; therefore, they have the right of access to the power source in the garages. Continuous use of the "common" circuit wall plugs, such as a freezer in the garage, is expressly forbidden.

In case of electrical interruptions or outages, the <u>garage electrical power</u> can be reset from the circuit breaker box located at:

- Courts A though L -- at various locations inside the garages.
- Courts M through V -- condo meter box with all the electric meters.
- Courts W through GG -- condo meter box in carriage unit patio.

NOTE: Do not back cars into garages. Exhaust fumes during entry and start up prior to driving out can cause the accumulation of carbon monoxide to seep into the carriage unit above the garages.

Operating a workshop or the major repair and/or overhaul of any vehicle within your garage, in front of your garage, or anywhere in the condominium community is expressly forbidden.

Major repairs include, but are not limited to: tune-ups, radiator repairs, oil changes,

alternator/generator, starter, transmission, axles, shock absorbers, springs, body bumping and painting, brake work and all other types of heavy repair work.

Minor service work such as changing a flat tire, vacuuming out the car, washing or polishing the car is permitted.

#### Section C: Cable Television

Wiring above ground or on the exterior of any of the buildings is not permitted. Cable TV service is a matter of personal arrangement with your local cable provider. Requests to create new penetrations through the building for wiring must be submitted to the Association before work begins. In all cases of external wiring that is not buried underground, call the cable company to have corrections made and advise the Association office. No external TV or radio antennae are permitted, except for a satellite dish.

#### Section D: Satellite Dish Antenna

The Federal Communications Commission has ruled that these devices may be permitted with reasonable regulations from a Condominium Association.

Submit a modification request in connection with your plans to install a satellite dish.

Installation specifications are available on the Association web page (at www.herriman.net) or at the Association office. Association policy allows a dish antenna only in a limited common area. It is suggested that the height be at or below the patio fence or the dish be screened from view. A dish antenna cannot be placed on the general common grounds or attached to the roof, building or patio fence without the advance written approval of the Association.

Requests to create new penetrations through the building for wiring must be submitted to the Association before work begins.

### Section E: Signs/Displays

No Resident shall place or expose any sign, advertisement, circular, notice or statement, in or on a common area. Approval is granted for the placement of one (1) "For Sale" sign inside one (1) unit window. Temporary "OPEN" signs for showing a unit for sale may be placed on the commons but restricted to one (1) sign only for the duration of the Open House. Display of any other Co-owner sign will require prior approval from the Association.

#### Section F: Use of Units

All units and common elements in Country Place shall be used exclusively for single-family residential purposes, consistent with the purposes of our condominium community, our Master Deed and local ordinances.

The hanging of laundry or drying of beach towels, bathing suits, etc. outdoors or on the patio fences or porches is not permitted.

### Section G: Patio and Porch Usage

While your patio and porch area are designated a limited common area for your exclusive use and enjoyment, the following regulations are in place to maintain the general appearance and safety of the community. Residents are expected to maintain these areas to present a pleasant view to neighbors and visitors.

### Part 1. Patio and Porch Personal Property

- Only outdoor furniture and equipment consistent with the use of decks, patios or porches are permitted. This furniture shall be functional and well maintained.
- No more than two pieces of furniture for seating and one table may be stored on a porch when such furniture is not in active use.
- Lightweight or collapsible style furniture shall be stored or secured when not in use.
- The patio and porch shall not be used for the purpose of extended storage of furniture, children's toys, athletic equipment, etc.
- Only heavy furniture and grills may be kept on patios during the winter.
- Furniture that obstructs passage or will interfere with access to utilities, mailboxes or snow-removal operations of the Association may not be placed on porches.
- Furniture may not be placed in any general common area.
- No more than three pots may be displayed on a porch.
- No more than two objects of art may be displayed on a porch or in the porch area, including, for instance, on the front door.
- Personal property, other than as above described and restricted, may not be placed on a porch, except when in active use. Exceptions apply to the display of holiday and seasonal decorations. Restrictions on the display of holiday and seasonal decorations appear elsewhere in this handbook.

# Part 2. Plantings and Garden Decorations

- All plantings are the responsibility of the resident for maintenance and upkeep.
- All bushes in the area of foundation plantings will be pruned by the Association unless the Co-owner specifically requests no pruning.
- Residents may plant annuals, perennials and bulbs in bedded areas within their patio area or extending up to three feet (36 inches) beyond the patio fence or the unit's foundation. Weeding and maintenance of this area are a co-owner responsibility.

- Residents who wish to plant in any general common area must follow the regulations listed in the "Planting Request Policy" listed in the Architecture and Grounds section of this handbook.
- Annual plantings, either in-ground planted or in containers, must be removed each year by November 1st.
- Perennials and bulbs must be maintained and cut back immediately following the growing seasons.
- No nails, screws, hooks, etc. for use with hanging containers and other decorations, may be attached to anything but the wooden portion of the home or the inside of a wooden patio fence.
- No nails, screws, hooks, etc. for use with hanging containers and other decorations, may be attached to any vinyl fence. Non-piercing connecting brackets may be used for hanging containers and other decorations on the inside of a patio fence.
- Suspended flower boxes may be hung from the top of patio fences with removable brackets.
- Trellises cannot be attached to the unit.
- Planting containers may be placed on porches as long as they do not interfere with the access to utilities, mailboxes, maintenance or snow-removal.
- No permanent artificial flowers or plants are permitted.
- Empty, lightweight containers cannot be stored in the patio or on porches.
- Statues, ornamental stones, etc. in general view outside of the patio area are limited to no more than two (2) in number and of a height less than 3 feet.

# Part 3. Birdbaths, Bird Feeders, Birdhouses

- Bird feeders are discouraged because seeds drop to the ground attracting undesired wildlife, (i.e. skunks, field mice, rats, groundhogs, moles, squirrels, chipmunks, ducks, geese, etc.). Such wildlife can damage the grounds, leave droppings, be harmful to personal pets, and may find entrance into a home.
- Co-owners maintaining bird feeders who do not keep the limited common area clean or who place wildlife feed on the ground, porches, patios or decks, will be subject to pay costs for undesirable wildlife control or costs for extermination services. Established association penalties and fines will be applied.
- Birdbaths, bird feeders, birdhouses, statues or other adornments are not permitted in the general common areas. One bird feeder or birdhouse may be mounted in patio areas (limited common). None of the above mentioned may be mounted to patio fences or attached in any way to the building. No bird feed or any other wildlife feed shall be placed on the ground, porches, patios or decks in a limited or non-limited commons area.

#### Part 4: BBQ Grills

Open flame cooking on patios/porches and on or around buildings is regulated by the City of Novi Fire Regulations. Please refer to the Novi Fire Marshal's letter located herein.

### Section H: Holiday and Seasonal Decorations

Holiday or seasonal decorations that are visible from the exterior of the unit are governed by the following regulations:

- Nothing may be placed on any lawn area.
- Nothing may be placed on or across the general common sidewalks, stairways or drives.
- Exterior lights may be temporarily displayed on the limited common areas of each unit provided they only are attached to wooden areas of the unit.
- Christmas: Decorations will be permitted no earlier than Thanksgiving Day and no later than January 31st.
- Generally recognized holidays: Decorations will be permitted no earlier than
   15 days prior to the occasion and no later than five days after.
- Other occasions (birthdays, game days, etc.): Decorations will be permitted no earlier than the day before and no later than the day after the event.
- All residents must take the rights and sensitivities of other residents into consideration when decorating outside of their units. Excessive or objectionable decorations, as determined by the Board of Directors, must be removed or be subject to violations.
- Residents leaving for extended holidays should remove their decorations prior to departure for safety and to discourage vandalism or theft.

#### Section I: Actions and Penalties for Violations

Under authority granted in the condominium documents, the Board of Directors has the legal right and obligation to provide not only regulations for the conduct of the residents but also, appropriate means for the correction of any violations. The policy of fines is listed below, and if a Co-owner is found to be in violation of these Rules and Regulations or the Association Bylaws, they will be assessed, by the Board of Directors, to the account of the Co-owner.

Specific violation and fine policy relating to co-owners delinquent in their Association Assessments:

### Country Place Condominium Association Board Policy Statement Delinquent Co-owner Restrictions

Whereas, the Board of Directors of Country Place Condominium Association is empowered to govern the affairs of the Association, and

Whereas, it may, from time to time, become appropriate for the Board of Directors to initiate a Notice of Violation for apparent non-compliance with the regulations of the Association, and

Whereas, the Bylaws restrict Utilization of Common Elements (ARTICLE VI - Restrictions – Section 7) by and provide for discontinuance of certain services (ARTICLE II - ASSESSMENTS – Section 5) to delinquent co-owners,

Therefore, be it resolved that the policy and procedure for the enforcement of the above restrictions and for the assessment of fines for violations shall be as follows:

1. Management shall notify, by letter or included as an attachment within <u>each</u> delinquency notice, each delinquent co-owner of the restrictions imposed and supported by our Bylaws; list use of and activities within the clubhouse, pool, gym, playground, and basketball courts, the athletic field, and visitor parking spaces, and other services as may be identified and provided by the Association to co-owners. Note that disregard of this limitation will result in the assessment of fine(s) per the schedule stated in this policy – section 2 below.

Sign-in with photo ID at the pool and at the clubhouse is required. Should a delinquent co-owner sign-in and violate the restricted use of these common element amenities, he / she will be subject to the application of a fine(s).

- 2. Management shall review and compare the previous day pool and clubhouse sign-in lists with the current delinquent list and notify co-owner(s) by mail of the violation and assessment of a fine to be applied ten (10) days after such notice is mailed. The fine schedule is as follows: each violation is \$50.00.
- 3. To provide accurate logs to support this policy, pool and clubhouse attendants must rigorously enforce the requirement for valid photo identification with your current address or pool pass photo identification for <u>all</u> pool users; verify photo (attendant check box) and record printed name, signature, and address. Log sheets must include attendants name and date. A new log sheet is to be used daily. Additionally, a unit number may simplify the management review. Likewise, sign-in at the clubhouse must be stressed and enforced to allow similar enforcement of the restrictions.
- 4. Use of other common elements listed, but not limited to those above, shall be enforced by applying the Board Policy Violations and Fines adopted on 10/12/2002 after receipt of a complaint by the Association.

Policy approved by the Board: May 12 2009

Policy effective: Upon notice for violations by delinquent co-owners

#### Part 1. Violation Procedure

 All complaints must be in writing and signed by the complainant on the form available on the Association web page (at www.herriman.net) or at the Association office. Complaints should include the address and/or court of the alleged violator, if known. All complainants are afforded anonymity, however, there are circumstances where it is useful for a complainant to attend a hearing, at which the alleged violator is present, as a witness to a violation. While it is the complainant's decision to attend or not attend a hearing, the strength of an allegation may be diminished if the complainant does not attend.

- Committee members or Association staff will investigate any alleged violation as appropriate.
- Following the investigation, the committee or staff will recommend appropriate action.
- Management will prepare and send the notice of alleged violation, addressed from the committee if appropriate, and maintain the historical file of notices sent.
- The Co-owner will be scheduled for a hearing with the Board of Directors or board-member designees, no sooner than seven (7) days after mailing a notice, regarding any alleged violation or removal action prior to the application of any fine.

### Part 2. Schedule of Fines

- First offense, written warning.
- Second offense, \$25.00 fine.
- Third offense, \$50.00 fine.
- Fourth offense, and each successive offense, \$100.00 fine.
- Repeated violations may result in legal action.
- Fine amounts may change from time to time, at the discretion of the Board.

### Part 3: Application of Fines

- Violator will be assessed all costs.
- Any fine imposed shall be paid within 15 days. If the fine is not paid after 30 days, it will be added to the monthly account balance of the owner and is subject to collection action.
- If unpaid fines are added to the monthly account balance of the co-owner, any
  monies received will first be applied to the outstanding fine balance, prior to
  being applied the monthly Association assessment. This could result in a late
  fine being assessed for the unpaid monthly Association assessment.

# PETS: RULES AND REGULATIONS

Pet controls are thoroughly covered by Novi City Ordinance and Oakland County regulations. The ordinance spells out the responsibility and duty of citizens to keep pets under control, to keep them confined, to be responsible for damages and that the <u>owner</u>

of a dog or cat shall immediately remove all droppings and dispose of them. Dogs are not permitted to run loose and are required to be on a leash at all times. Tethered pets must be attended at all times.

Copies of the Novi City Ordinance and Oakland County rules relating to animals are on file in the Clubhouse office for additional information.

The Association pet rules and regulations are established by the Bylaws and approved by the Board of Directors.

#### Section A: Pet Rules

- Should the Board require pet registration, all residents with fur bearing pets will be required to register their animals at the Clubhouse office.
- You are permitted to keep 2 fur bearing pets.
- All pets must be restricted on a leash, under the direct control of a Co-owner at all times when out-of-doors.
- No exotic pets or endangered species are permitted.
- No person shall keep any pet that by loud, frequent, or habitual barking, yelping
  or howling inside or outside of a unit causing a serious annoyance to the
  neighbors.
- DO NOT place pet food outside. It may attract rodents and/or wild animals.
- Tethering: A tether or other means of restraint may be used to restrict pets within
  patio areas. For those units without a patio, pets may be tethered on a leash not
  longer than ten (10) feet, secured to a point closest to your unit. Tethers may not
  cross common sidewalks. <u>Tethered pets may not be left unattended</u>. All
  droppings must be immediately removed and disposed of in a plastic bag and
  placed in the dumpster.

# Section B: Pet Property and Personal Damage Rules

- Each pet owner shall be liable for personal injuries or property damages.
- In those instances where shrubs, lawns, sprinkler heads, or other property must be replaced due to damage by Co-owners' pets, maintenance personnel will replace them and the offending pet owners will be billed for the costs.

# PARKING: RULES AND REGULATIONS

Condominium parking is a shared experience; we all must share common driveways and a parking area other than designated spaces. Courtesy and respect for the rights and safety of your neighbors is an absolute necessity.

Compliance with the rules—**BY EVERYONE**—protects your rights to safety, convenience and easy access to your designated spaces. All residents must familiarize themselves with the rules. Residents are responsible for making visitors and guests aware of the parking rules and regulations. Violation of the rules and regulations will be met with appropriate actions and penalties.

### **Section A: General Parking Regulations**

All Co-owners are assigned two (2) specific "limited common" parking spaces—one is in your garage and the other is outside, directly in front of your garage door, extending back a distance of 20 feet. Please advise visitors and guests to respect your neighbors' "limited common" parking spaces.

Throughout the condominium community in the driveway courts, paint striping outside your garages and other designated areas within the courts will mark approved parking spaces. Parking of vehicles must be situated between the stripes. All other areas, which are not designated ("striped") for parking, are prohibited and called NO PARKING AREAS.

### **Section B: Parking Rules**

- The Association reserves the right to tow a vehicle at the owner's expense when in violation of the Parking Rules.
- Parking is prohibited on both sides of driveways to courts where NO PARKING—FIRE LANE signs are posted. Cars parked in the Fire Lane are subject to towing.
- The following vehicles are prohibited from parking in the court areas of Country Place: commercial vehicles (except while parked in the course of servicing the Association or a co-owner), trailers (with or without snowmobiles, boats, etc.), and similar vehicles. After proper warning, if not removed by the owner, such vehicles will be removed by the Association at the resident's expense.
- No unlicensed or abandoned vehicles are permitted within the court areas or streets of Country Place. A vehicle bearing expired plates will be treated as unlicensed.
- No vehicle may be parked for more than forty-eight (48) hours in any common (guest) parking area within the courts.
- Recreational vehicles can be parked within the courts for immediate loading and unloading only. Extending this time will be treated as a violation.
- Parking is prohibited on lawns, sidewalks, in non-designated areas, driveways or where access to fire hydrants or rubbish containers is obstructed.
- Any person parking or driving in such a manner as to damage common property such as sprinkler heads, lawns, sidewalks, trees or other landscaping will be required to pay for repairs.
- When snow of one and a half (1½) inches or more is forecast, all vehicles that cannot be parked in the garage, will have to be moved out of the area in front of the garages and common parking spaces until the snow contractor completes

- snow removal. Please be aware of the weather, how much snow is accumulating and whether or not you need to move your vehicle.
- Any resident or resident's guest not cooperating with these rules will result in the Co-owner being fined.

### **Section C: Towing Policy**

### **Country Place Condominium Association Towing Policy & Procedure:**

The Association reserves the <u>right to tow a vehicle at the owner's expense</u> if in violation of any provision of the Country Place Condominium Association Bylaws, Parking Rules & Regulations and/or City of Novi ordinances, with authorization from Management (Herriman & Associates, Inc.), the Board President, or the assigned Parking Chairperson. Whenever any vehicle without an operator is found parked or left in violation of any provision of the Country Place Condominium Association Bylaws, Parking Rules & Regulations and/or City of Novi ordinances, <u>the police department shall be called</u> to investigate the vehicle. If deemed necessary, the vehicle shall be removed according to provisions in the appropriate City of Novi ordinances and/or at the request of a designated representative of Country Place Condominium Association. <u>The vehicle will be removed at the vehicle owner's expense.</u>

Approved by the Board of Directors October 14, 2008

# **ARCHITECTURE AND GROUNDS (A+G) INFORMATION**

The unique architectural character of Country Place was established when the condominium community was originally designed. The Condominium Master Deed and Bylaws present limitations about physical changes that may be made to the Condominium units and provide for the adoption of regulations and policies by the Board of Directors concerning these limitations. The Architecture and Grounds Committee was formed to enforce these policies.

Any changes or alterations by Co-owners to the buildings or the general or limited common areas require a written request to the Architecture and Grounds Committee. Co-owners are required to use an Association-approved Modification Request Form to describe their proposed modification(s) to the unit and/or the general and/or limited common elements. The same form is used by the Association to respond to the co-owner(s) with its approval or denial of the modification request. Modifications may not commence until and unless the co-owner has received approval from the Association as evidenced on such form.

Modification requests will only be considered if submitted in accordance with the procedures established by the Board of Directors. The Board of Directors will make all final decisions based on the recommendations of the A+G Committee. Any approved

construction shall be in accordance with the modification request and the municipal building code and shall be subject to final inspections. Should work be performed that had not been accurately represented in the approved modification request, a co-owner may be required to remove such improvements at their expense, as determined by an Association review.

Modifications made to and/or around your unit, including plantings, without specific approval, may result in the initiation of an Association maintenance request to restore your area or unit to the original as built condition. Should this occur, all charges and fines will be assessed against the Co-owner of the unit.

### Section A: Specific Building Components (See Section B for "plantings")

While the Association has attempted to create a comprehensive list of items that may be the subject of a modification request, the list may not be all inclusive. Any and all modifications to the exterior of a unit and to the general and limited common elements, and certain modifications to the interior of a unit, require a modification request and the advance approval of the Association.

### Part 1: Porch and Patio Light Fixtures and House Plaques

- Front porch and patio lamp fixtures must remain as originally provided, changes are subject to a modification request.
- Service and replacement is an Association responsibility.
- House number plaques must remain as original no changes or modifications.

# Part 2: Flag Brackets and Flags

- Flag brackets are permissible if attached only to a wood surface of the unit.
- DO NOT place brackets on a metal or vinyl-covered part of the unit.
- There is a limit of one flag bracket per unit.
- Flags shall be well-maintained and in good repair.

#### Part 3: Mail Boxes

- Attached to condo at original location, color to be black. Alternative devices are subject to a modification request.
- Specifications are published and available on the Association web page (at www.herriman.net) or at the Association office.
- Size not to exceed 16" long, 10" high, and 5" deep.
- Metal type construction (no wood or plastic materials).
- No rural type mail boxes.
- No newspaper type mail boxes whether for mail or newspapers.
- Door slots are permissible.

### **Part 4: Entrance Doors**

- Specifications are published and available on the Association web page (at www.herriman.net) or at the Association office
- Any modifications must be submitted for approval prior to work beginning
- Final inspection by the Association is required after completion of any modification
- Exterior surface paint color to match the trim color of the building If all unit coowners of a building agree, all exterior doors may, as an alternative choice, be painted white.
- Hardware (locks and knobs) is a Co-owner responsibility

#### Part 5: Storm and Screen Doors

- Specifications are published and available on the Association web page (at www.herriman.net) or at the Association office.
- Any modifications must be submitted for approval prior to work beginning.
- Final inspection by the Association is required after completion of any modification.
- All storm and screen doors are to be white in color.
- The Association reserves the right to paint non-white storm and screen doors.
- Design and configuration of adjacent units should be a consideration in order to maintain architectural consistency.
- Storm and screen doors are not the responsibility of the Association.

### Part 6: Exterior Stair/Step Railings

- Specifications are published and available on the Association web page (at www.herriman.net) or at the Association office.
- Any modifications must be submitted for approval prior to work beginning.
- Final inspection by the Association is required after completion of any modification.
- Color black
- Material –aluminum
- Design simple, not ornate
- Once installed, the Association assumes the responsibility to maintain railings.

### Part 7: Replacement Windows

 Specifications are published and available on the Association web page (at www.herriman.net) or at the Association office. Please note that muntins are required in replacement windows.

- An approved list of contractors is available on the Association web page (at www.herriman.net) or at the office.
- Any modifications must be submitted for approval prior to work beginning.
- Final inspection by the Association is required after completion of any modification.
- Windows are not the responsibility of the Association.
- Exterior plastic coverings are not permitted on windows or doors.

### Part 8: Furnace, Air Conditioner and Hot Water Heater Replacement/Installation

- All new and replacement furnace or air-conditioning and hot water heater installations require that the installer or contractor obtain a permit from the City of Novi and that it is inspected and approved by the City upon completion.
- City of Novi and the State of Michigan Building Codes require the use of chimney liners in order to provide adequate draft for removal of furnace exhaust (carbon monoxide), due to the large diameter of the original chimney flues.
- Air conditioner compressors may be replaced without approval if positioned in the same location.
- Any and all proposed or planned new penetrations through or attachment to an
  exterior wall, the chimney or the roof, must be communicated to the
  Association in writing on a Modification Request Form prior to any such work
  beginning. This includes any changes or upgrades to the electrical system,
  plumbing system, and any changes to the load-bearing interior walls or
  common element exterior walls of the unit.

# Part 9: Garage Wall Partition

- If a Co-owner wishes to erect a wall/partition in their garage for privacy or security reasons, the following requirements will apply.
- Specifications are published and available on the Association web page (at www.herriman.net) or at the Association office.
- Any modifications must be submitted for approval prior to work beginning.
- Final inspection by the Association is required after completion of any modification.
- The wall should be erected on the side of the garage center line of the Coowner requesting the wall. However, if both Co-owners that share the garage are in agreement regarding the erection of the wall and both sign the request, the wall can be erected on the center line.
- If existing outlets, switches and light fixtures are shared by both co-owners, these facilities must remain available to both co-owners when the erection of the wall is complete. This may require rerouting of the electric wiring or leaving a space (cut out) for access to switches.
- Any future cost or expense necessary to repair or maintain the wall will be the responsibility of the unit for which the wall was erected.

**NOTE:** The location of the floor plate must be approved by the Country Place Maintenance Department before construction begins, to assure access to all mechanical and electrical facilities.

#### Part 10: Patio Gates & Fences

- Specifications are published and available on the Association web page (at www.herriman.net) or at the Association office.
- Any modifications must be submitted for approval prior to work beginning.
- All costs related to the gate installation are the responsibility of the co-owner.
- Final inspection by the Association is required after completion of any modification.
- Must conform to existing fence design and color.
- When new fences are installed, the co-owner, and not the Association or its contractor, is responsible for repairing or replacing any improvements to the patio and/or patio area that are removed or otherwise disrupted during installation
- With Association scheduled fence replacement, the co-owner is responsible to replace an existing fence gate, if he or she wants a replacement gate.

#### Part 11: Patio Area Modifications

 Because patios are a limited common area, modifications will be considered after a formal written modification request and detailed plans are submitted to the Association.

### Part 12: Wood, Brick, Concrete, & Decorative Patio Surfaces

- Because of the many types of surfaces available, each request and plan submitted will be evaluated on an individual basis.
- Specifications are published and available on the Association web page (at www.herriman.net) or at the Association office.
- Any modifications must be submitted for approval prior to work beginning.
- Final inspection by the Association is required after completion of any modification.
- If removal of a decorative surface is necessary for patio fence repairs it will be the Co-owner's responsibility for restoration of the decorative surface.

# Part 13: Wood Deck (Within an Enclosed Patio)

- Specifications are published and available on the Association web page (at www.herriman.net) or at the Association office.
- Any modifications must be submitted for approval prior to work beginning.

- Final inspection by the Association is required after completion of any modification.
- Any portion of the deck that is visible outside the patio requires painting to match the patio fence.
- Structures affixed to the surface of the patio deck cannot exceed the height of the patio fence.
- Removal and replacement of any or all of the patio deck for purposes of repairs or service to any utilities or existing structures (i.e. patio fences) will be at the Co-owner expense.

### Part 14: Raised Decks and Ranch Decks (above a garage)

- Several units were constructed (as built) with raised wood decks in lieu of patios and many ranch units have a porch deck above a garage.
- The costs of maintenance, repair and replacement of these limited common elements shall be borne by the Association unless the maintenance, repair or replacement is necessitated by co-owner fault, in which case the co-owner at fault shall bear all such costs.
- Replacements will be to the "as built" condition. Improvements (for example, carpet type and quality on ranch decks) may be available at co-owner expense. Co-owners will be contacted prior to work beginning
- Structures may not be affixed to the surface of the ranch unit deck

# Section B: Planting Request Policy

This procedure is for requests from Co-owners who wish to plant trees, shrubs or other greenery in the general common areas at their expense. Plantings in the limited common areas are discussed in the <u>Co-owner Maintenance Responsibilities section</u>, under Planting and Garden Decorations.

# Part 1: Co-Owner Responsibilities

- Obtain and complete a Modification Request Form from the Association office.
- The A&G committee will contact the Co-owner within ten (10) days to review the application for consideration.
- Tree plantings in the general common areas will be cared for and included in the Association's tree maintenance contract at Association expense. Flowers must be removed after each growing season.

# Part 2: Tree Planting Limitations

- Trees can only be planted within the following distances from a Co-owner's unit: 20 feet for small trees, 30 feet for large trees
- An approved tree list is available at the clubhouse.

 Once approved and planted, the tree is the Association's responsibility to maintain.

**Note:** Before any tree planting, it is the co-owner's responsibility to have the location checked by Miss Dig to check for underground wiring, etc. You must also contact the site manager so the location can be checked for underground sprinkler tubing.

# THE CLUBHOUSE

All Co-owners own a share in the Clubhouse and recreational facilities and should preserve and protect them as they would their own private property. Equipment replacement and repairs caused by theft, vandalism or carelessness represents a cost borne by all Co-owners. The Clubhouse building, equipment, and grounds cleaning and maintenance are expenses funded by Association monthly assessments.

Facilities include: Clubhouse building (including living room, gym, kitchen, restrooms with showers, and saunas, billiard room), swimming pool, outdoor basketball court, softball field, children's play equipment, and picnic area with tables and barbecue equipment. Showers are for the use of those people using the gym, pool, or sauna.

Due to the extensive and varied nature and use of the Clubhouse and recreational facilities, separate rules and regulations governing their use have been developed and are included in this handbook. Additional copies are available on the Association web page (at www.herriman.net) or at the Association office upon request. The Clubhouse and all the grounds areas around the Clubhouse are designated smoke-free areas and are under curfew from 10:00 PM to 6:00 AM daily. Signs are posted outside on the grounds and inside the Clubhouse.

Note: Co-owners who are delinquent in their Association Assessments are not permitted to use the clubhouse or any other association recreational facility and are subject to a \$50 fine if the rule is violated. Sign in sheets are checked daily. See the policy statement in Section I: Actions and Penalties for Violations above.

#### Section A: Clubhouse Rental and Clubhouse Hours

The Clubhouse living room and gym are available for rent by residents for private parties or functions at an hourly charge based on type of usage and time of day. A refundable security deposit is required. Rental information, the fee schedule and the reservation calendar are kept in the Association office. The Association reserves the right to deny an application for rental.

#### Part 1: Clubhouse Hours - Summer

During the summer months the Clubhouse office and gym are open Monday thru Friday from 8:30 am to 5:00 pm. Note: The Office will be closed from 12:00 pm to 1:00 pm.

During specified summer hours the pool is open for Co-owners and their guests.

#### Part 2: Clubhouse Hours - Winter

During the winter months, the Clubhouse is open Monday thru Friday from 8:30 am to 5:00 pm. The clubhouse is open Wednesday and Friday evenings from 5:00 pm to 7:30 pm for co-owner activity, e.g., card games, crafting, etc.

The Clubhouse is also open from 1:00 pm to 5:00 pm on Saturday and Sunday for the general use of co-owners, unless a private rental is taking place.

The above clubhouse activity hours are <u>not meant to imply that free time is available</u> for planned rental events like showers, graduation parties, wedding receptions, etc. These types of events may be reserved and paid for by calling the clubhouse to make specific arrangements.

### **Section B: Clubhouse Responsibilities**

### Part 1: General Regulations

The Clubhouse is for the exclusive use of residents and their guests. All residents must be registered with the Clubhouse office and must sign in whenever they come to the Clubhouse or swimming pool. All persons using the Clubhouse and recreational facilities do so at their own risk.

The Clubhouse attendant is responsible for taking disciplinary action on matters requiring immediate attention. The attendant has the right to dismiss anyone from the Clubhouse area for reasons of misconduct. The Co-owner will be responsible for any repair or replacement of equipment damaged by himself/herself or guests.

#### Part 1a. Rule Infractions

Any infraction of the Clubhouse rules and regulations will be brought to the offender's attention in the following ways:

**First Offense:** A letter will be sent to the resident, or if the infraction is by a minor, the parents will be contacted immediately by phone and followed later by a letter. The offender will be excluded from the use of all Clubhouse facilities for a period of one week.

**Second Offense:** The offender will be excluded from the use of all Clubhouse facilities for a period of one month.

**Third Offense:** The offense will be brought to the attention of the Board of Directors. The offender will then risk possible expulsion from the use of all Clubhouse facilities for an indefinite period of time.

Note: Co-owners who are delinquent in their Association Assessments are not permitted to use the pool, the clubhouse or any other association recreational facility and are subject to a \$50 fine if the rule is violated. Sign in sheets are checked daily. See the policy statement in Section I: Actions and Penalties for Violations above.

#### Part 1b: General Rule Infractions

- Any willful destructive act will be treated as a third offense.
- The Association will not be held responsible for Co-owner's or Co-owner's guests' personal property.
- No pets are permitted in the Clubhouse at any time.
- The entire Clubhouse building and recreational grounds are designated as smoke free.
- All local, state and federal ordinances and laws will be enforced.

### Part 2: Specific Regulations

Adults eighteen years of age and older are welcome in the Clubhouse and pool areas during normal office hours. For everyone's safety and the protection of your share in the facilities the regulations listed below must be followed. Anyone wishing to use Country Place Recreational Facilities MUST be a resident in good standing on the Association's official database (residents' roster).

#### Part 2a: Minors

- Parents are responsible for their children when they are at the Clubhouse, in the pool area, or on the grounds.
- After 7:00 PM, a parent, legal guardian or an adult guardian designated by the parent or legal guardian, must accompany any minor 13 years old or younger.
- No minor 8 years of age or younger will be permitted in the Clubhouse at any time, unless accompanied by an a parent, legal guardian or an adult guardian designated by the parent or legal guardian
- No minor under 16 years of age is permitted in a sauna without a parent, legal guardian or an adult guardian designated by the parent or legal guardian.
- Should a person under 18 years of age violate a restriction pertaining to the
  use of the clubhouse, he or she will not be permitted to use the clubhouse
  facilities for a period of one week, nor until both the parent, legal guardian or
  responsible adult over the age of eighteen years designated in writing by the
  parent or legal guardian signs and returns a copy of the "Infraction of
  Clubhouse Rules" form to the Site Manager. (If you are not a co-owner of the
  condominium unit and the designated voter for the unit, you must return the
  notice to the Site Manager in person and by appointment.)

#### Part 2b: Guests

• A resident must accompany guests at all times.

- Residents are responsible for the actions of their guests, including minors.
- All residents are required to sign in their guests with the clubhouse or pool attendants.
- Residents 12-17 years of age are allowed two (2) guests per household.
- Residents 18 years of age and over are permitted four (4) guests per household.
- There is a limit of four (4) guests per home, unless prior arrangements have been made with the Association office.

### Part 2c: Dress Regulations

- People in bathing suits are not permitted in the Clubhouse except in the pool entry hall and in the shower rooms/bathrooms.
- No bare feet in the Clubhouse, except in the shower rooms/bathrooms.

### Part 2d: Gym

- The entry and exit gym doors must be kept closed at all times except when in use. The exit doors are to be used as emergency exits only.
- Minors aged 8 or under will not be permitted to use the gym unless supervised by the parent, legal guardian or responsible adult over the age of eighteen years designated in writing by the parent or legal guardian.
- Proper shoes (sneakers, gym shoes, etc.) must be worn for gym activities.
- All recreational equipment must be checked in and out with the Clubhouse attendant.

# Part 2e: Activity Rooms

- Children, ages 9–13 years old, must be supervised by the parent, legal guardian
  or responsible adult over the age of eighteen years designated in writing by the
  parent or legal guardian while using the billiards room.
- Children aged 8 and under will not be permitted to use the billiards room.
- When others are waiting, players must relinquish tables at the conclusion of a game.
- No food or drinks are permitted in the billiards room.
- The residents must furnish pool cues.
- Billiards equipment is to be signed in and out from the Clubhouse attendant.
- There will be no running or shouting anywhere in the Clubhouse except in the gym.

# Section C: Clubhouse Grounds Regulations

#### Part 1: Softball Diamond

The softball diamond is available on a first come-first serve basis and can only be used for various types of ball games.

- Bases may be obtained from the Clubhouse and must be returned when not in use.
- No hard balls are permitted on the softball diamond.
- All persons using the softball diamond do so at their own risk.
- All persons using the softball diamond are responsible for any damage to backstop benches or bases and surrounding environs caused by them.

Note: Co-owners who are delinquent in the Association Assessments are not permitted to use the softball diamond or any other association recreational facility and are subject to a \$50 fine if the rule is violated. Sign in sheets are checked daily. See the policy statement in Section I: Actions and Penalties for Violations above.

#### Part 2: Picnic Area

The picnic area is available for all Co-owners. The picnic area must be cleaned after each use. Residents using the picnic area are responsible for any damage. All grounds are closed at 10:00 P.M as posted.

#### Part 3: Outdoor Basketball Court

Residents must furnish their own equipment. All players are expected to follow sportsmen like behavior. The basketball court is available to all Country Place Coowners and their guests during the day and evening. All persons using the basketball court do so at their own risk.

# **SWIMMING POOL RULES**

# **Section A: Rules and Regulations**

Country Place conforms to all regulations in the State of Michigan Public Act and Rules Governing Public Swimming Pools and the related Public Health Codes.

All Co-owners, tenants and their guests are expected to follow the regulations and rules listed.

Note: Co-owners who are delinquent in their Association Assessments are restricted from using the pool or any other association recreational facility, and are subject to a \$50 fine if the rule is violated. Sign in sheets are checked daily. See the policy statement in Section I: Actions and Penalties for Violations above.

### **Part 1: Sanitary Regulations**

- Everyone must take a shower before entering the pool.
- No one with an infection or communicable disease will be permitted to use the pool. Persons with bandages, adhesive tape, etc. will not be admitted. A person shall not spit in, or otherwise pollute, swimming pool water or related facilities.
   No gum chewing will be permitted in or around the pool area or bathhouse.
- Long hair (shoulder length or longer), on adults and children, regardless of gender, must be tied back, and/or covered.
- Small children who are not toilet trained must wear swimming diapers (swimmers or rubber pants).
- Should contamination of the pool occur because of feces, vomit, sewage or other material, the pool will be closed until remediation is complete.
- No pets are permitted in the pool area.
- People in street shoes are not permitted in the pool area. Shower shoes are permitted.
- Only bathing suits will be permitted in the pool; no cut-offs, shorts, T-shirts, etc. are permitted.

### Part 2: Safety Regulations

- All children 11 and under must be accompanied by an adult at all times.
   Country Place does not provide childcare. Please do not leave your children unattended.
- The pool attendant has the authority to close the pool should there be inclement weather or contamination.
- No running, diving, jumping, pushing, boisterous or rough play or horse-play of any kind is permitted in the pool area or bathhouse.
- Snorkels and fins will be permitted in the pool at the discretion of the pool attendant.
- Flotation devices will be permitted in the pool, with the exception of inner tubes, air mattresses, or other large floating devices. Flotation devices will be permitted in the pool at the discretion of the Pool Attendant
- At the discretion of the Pool Attendant, soft toys (sponge or Nerf only) may be thrown within the confines of the pool deck area from 4:30 PM to closing. NO other balls, Frisbees, and objects that may be thrown will be permitted within the confines of the pool deck area or the bathhouse.
- Small, unbreakable children's toys will be permitted, limited to the shallow end of the pool.
- NO glass containers or other breakable materials or any object or material that might create a hazardous condition will be allowed in the pool area or bathhouse.
- Only plastic water bottles are allowed poolside.
- The pool will only be opened when it is above 65 degrees.
- The pool will be closed due to inclement weather with a sign posted on the lower level Clubhouse entrance door.

### **Part 3: General Regulations**

Entrance to the pool is through the side door at the west side of the Clubhouse. Those with physical handicaps or people with strollers can request special assistance from the pool attendant to gain access to the pool area through the side gate.

The entire Clubhouse building and recreational grounds, including the pool and upper deck seating areas are designated as smoke free. All local, state and federal ordinances and laws will be enforced.

All residents and their guests must have a photo ID or pool pass (children) with them (No Exceptions) and are required to sign in with the pool attendant at poolside. The complete name, address and court number/letter, and telephone number are required.

The pool or Clubhouse attendant has the authority to revoke the swimming pool rights of any person for misconduct.

- Radios or other audio equipment may only be used with an earphone.
- Residents are responsible for damages in the pool area caused by themselves or guests.
- The Association is not responsible for private property left in the pool area or Clubhouse.
- Climbing over the fence will not be permitted and anyone doing so will be fined and their pool privileges will be suspended.
- Food or beverages will be permitted in the designated area only, behind the yellow line. All snacks and sodas, etc. must be taken to tables in that area. This must be kept clean. No chaise lounges in food area, as space is limited. Only plastic water bottles are permitted poolside.

### Section B. General Information

- The Board of Directors determines pool hours on a seasonal basis. The current schedule will be posted in the Clubhouse and published in the Association newsletter during pool season.
- The shower rooms are open during normal pool hours.
- Showers are for the use of those people using the gym, pool, or sauna. You must provide your own towels and bath essentials.

#### Section C. Sauna

- The sauna is available during attendant hours for any resident aged 16 years of age and older. Minors under 16 years of age must be accompanied by a parent.
- Usage should be scheduled with the Clubhouse or pool attendant who will administer the key.

- Saunas are used at the resident's own risk.
- Please follow recommended time usage for enjoying the dry heat sauna.

# **Novi Fire Marshal Bulletin**

# Letter from the Novi Fire Marshal dated March 28th, 2012:

March 28, 2012

ATTN: Property Managers of Multi-Family Dwelling Buildings and

Complexes

RE: Fire Code preventing the use of open-flame cooking devices.

Dear Multi-Family Dwelling Building Manager,

This letter is to inform you that Section 308.3.1 of the fire prevention code prohibits the use of open-flame cooking devices on balconies and within ten feet (10') of any combustible construction. This code states:

Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

### Exceptions:

1. One- and two-family dwellings.

2. Where buildings and decks are protected by an automatic sprinkler system

3. LP-gas cooking devices having LP-gas containers with a water capacity of not greater than 2 and 1 / 2 pounds
(Typical BBQ grills utilize a 20 pound LP-gas tank)

It is the responsibility of the building owners and/or property management to inform their residents of these restrictions. If you have any questions regarding this matter, please contact the Fire Prevention Division at 248-349-2293.

Sincerely, Michael W. Evans Michael W. Evans Fire Marshal

# POLICIES, SPECIFICATIONS AND FORMS

Please see the Association website (at www.herriman.net) or ask the Community Manager for copies of the policies, forms and specifications listed below:

### **Emergency Contact Form**

Purpose: Who has a key to your unit in case of an emergency?

# **Maintenance Request Forms**

Purpose: Request to get something fixed that is the Association's responsibility.

**Modification Request Form** 

Purpose: For making a change to the general or limited commons around your unit.

**Authorizing Direct Withdrawal from your Bank Account** 

Purpose: To pay the monthly Association Assessment more easily.

**Entrance Door Specifications** 

Purpose: For new or replacement exterior door requests

Window and Door Wall Replacement Specifications

Purpose: For new or replacement window / door wall replacement

Storm and Screen Door Specifications

Purpose: For new or replacement storm / screen door installation

Cable & Satellite Dish Installation Policy and Specifications

Purpose: For new or replacement cable / dish installation

Exterior Stair/Step Railing Specifications

Purpose: For new or replacement railings requests

**Garage Wall Partition Specifications** 

Purpose: For garage partition installation

Patio Gate Specifications and Patio Surface Specifications

Purpose: For new or replacement patio modifications

**Wood Deck Specifications** 

Purpose: For new or replacement decks within patios

**Delinquent Account Policy** 

Clubhouse Rental Forms and Rules and Regulations for Clubhouse Rental

Copies of the" Place Mat" (Newsletter)

**Storm Door Painting Policy** 

**Note:** All Modification Request Forms must be <u>submitted and approved</u> **BEFORE** work has begun. If you make changes or installations without prior approval and there is a problem with the work, you could be required to remove it.

# **IMPORTANT CONTACT INFORMATION**

EMERGENCY - NOVI POLICE, FIRE, AMBULANCE911
ASSOCIATION "OFF HOURS" EMERGENCY ONLY734-459-5440
Novi Police Non-Emergency248-348-7100
Novi DPS (streets and curb repairs)248-734-5640
Detroit Edison (electric and street lights)800-477-4747
Consumers Energy (gas)800-477-5050
Miss Dig811
Novi Senior Assistance248-347-0414
Clubhouse248-349-9060
Bob Schwartz, Site Manager248-349-9060
Bob Schwartz, Emailcountryplace2@tds.net
Maintenance Emailcountryplace@tds.net
Place Mat Editorcpplacemat@yahoo.com
Country Place Web Sitewww.herriman.net (Maintenance requests may be filled out online and Association forms may be reviewed and downloaded.)

# Association assessments should be mailed to:

Country Place Condominium Association c/o Herriman & Associates, Inc. P.O. Box 701880 Plymouth, MI 48170-0972

(No Association Assessments are accepted at the clubhouse or at the Management Office.)

# Association correspondence should be mailed to:

Country Place Condominium Association c/o Herriman & Associates, Inc. 41486 Wilcox Rd. Plymouth, MI 48170-03104