



Owner's Handbook

Revision 2007

Olde Orchard Clubhouse

Site Manager

(248) 476-5167

Winter Hours

9 a.m. to 5 p.m.

Summer Hours

9 a.m. to 5 p.m.

Management Company:

Daniel Herriman, President

Herriman & Associates

(734) 459-5442

Website:

www.herriman.net

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Condominium Ownership

Definition of a Condominium: Condominium describes a specific kind of real estate ownership in which an individual(s) can own their home in a multiple unit community and, at the same time have an interest in the community's common facilities and areas.

Condominium permits financing, buying and selling, as well as taxing to each individual home and the condominium owner has the tax benefits of single home ownership.

Through a warranty deed, the condominium owner has title to that space contained by the finished surfaces of the walls, ceiling and floor of the home. The owner also owns, in common, a proportionate interest in the community's common areas and facilities.

In addition, the owner has the exclusive use of a private area for garden or patio.

After the condominium owner's deed is recorded, the owner receives a Title Insurance Policy.

Olde Orchard By-Laws Highlights

Article I - Association of Co-Owners

Purpose*

Body of co-owners shall be responsible for the management, maintenance, operation and administration of the common elements, and affairs of the Olde Orchard Condominium in accordance with the By-Laws and Rules and Regulations adopted by the Association

Membership and Voting

Ownership shall be the basis for membership in the Association. Voting privileges of co-ownership are to be delegated to one (1) individual representing the unit. The individual designated must inform the Association in writing of his/her representation for the unit.

Affairs of the Association

Affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and must be members in good standing with the Association. The Board of Directors shall have the power and duties for the administration of the Association's affairs in accordance with the By-Laws and Rules and Regulations.

Annual Meeting

There must be an Annual Meeting, thirty-five (35%) in person or proxy, constituting the quorum to open the meeting. A proxy shall be counted to determine the presence of a quorum with respect to the question upon which the vote is cast. By-Laws may be amended with the consent of not less than two-thirds (2/3) of the votes in the number of the co-owners and mortgagees.

** This paraphrasing of certain sections of the By-Laws is provided for easy reading, but in no way affects the legal documents, known as the Olde Orchard Condominium Master Deed, By-Laws and Regulatory Agreement Book.*

Management of a Condominium

To handle the affairs and management of Olde Orchard Condominium, we have a non-profit Home Owners Association. Owners elect officers of this Association annually. The Association is responsible for supervision of the professional management group. A monthly assessment from each homeowner supports Association responsibilities.

Maintenance expenses for each home are based on percentage of value determined by the Master Deed, and is established by the square footage of each individual unit.

Benefits of Condominium Living

Historically, real estate has escalated value. By owning an Olde Orchard condominium, you have an opportunity to participate in this appreciation. Other advantages are tax deductions of mortgage interest and real estate taxes, reduced maintenance costs compared to individual residence, and building of equity as money is invested.

You have many of the advantages of "Single Home" ownership without the responsibility of individual outside maintenance.

General Information

1. **Annual Meeting** of co-owners is generally held on the second Wednesday of May. In accordance with the By-Laws, each co-owner is notified prior to this meeting.

2. **Budget:** The Board of Directors, assisted by the Management Company, initiates preparation of the Annual Budget at least three months prior to the beginning of the Olde Orchard fiscal year. Upon its adoption by the Board of Directors, each co-owner is furnished a copy, as well as assessment calculations according to the Master Deed which is provided in a payment book mailed to each co-owner.

3. **Fiscal Year:** Olde Orchard Country Homes maintains a date of November 1 as the beginning of its fiscal year. Changes in monthly assessments and other financial items are generally introduced at the beginning of the fiscal year.

4. **Board of Directors Meeting:** The Board meets on the fourth Monday of each month, with the exception of December and August. All co-owners are encouraged to attend the open session of the meeting. The open session is held during the first fifteen (15) minutes and is open for comments by co-owners.

5. **Basement Drains and Toilets:** Olde Orchard plumbing systems are very sensitive. Co-owners should not dispose of diapers, incontinence materials, feminine products, etc. into the systems.

6. **Noise:** Co-owners are reminded that living in a multi-family dwelling where common walls are shared, noise has a tendency to travel. Co-owners and residents are asked to be considerate as it relates to loud noises.

Co-Owner Responsibility

Each co-owner is responsible for maintaining the interior of their Olde Orchard home, just as in the conventional single-family residence ownership. This includes painting, decorating and interior appliance repair. **Personal Property Insurance or an Occupant Package Liability policy is recommended.** The Association's policy will not cover personal property damage in most cases.

Procedure for Maintenance Repair Requests

For maintenance repair requests on the common or limited common element, a work order must be submitted to the Management Company. The work order may be submitted directly to the website or hand written on a work order form. Work order requests cannot be completed without a work order. The on-site Manager cannot respond to work order requests by telephone or in person.

The Management Company shall be responsible for the completion of maintenance repair requests.

The on-site Manager, an employee of the Management Company, works at the site Monday through Friday (excluding Holidays), hours vary by season. In addition to performing maintenance at Olde Orchard, the Manager has the responsibility of aiding the Management Company and the Board in overseeing contractors, as well as to assist in enforcing the By-Laws, rules, regulations and policies of the Board.

Management Company Responsibilities

In accordance with Article 1, Section 12(b), the Board of Directors may employ a Management Agent at compensation, established by the Board of Directors to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in the Service Responsibilities chart in the next section. The Management Agent is under contract to the Olde Orchard Country Homes Condominium Association. The Management Agent carries out any policies and practices dictated by the Board. The following is a summarized list of some of the areas the Management Company is responsible.

1. Control of monies flowing into the Association's bank account, and collection of regular assessments and special assessments due from the co-owners pursuant to the condominium By-Laws.
2. Assist the Board of Directors in the collection of delinquent assessments.
3. Disburse from the funds collected all monies to Association-paid personnel, contractors, suppliers, etc.
4. Furnish to the Board of Directors on a monthly basis, (including delinquency reports), financial statements and supporting schedules, as well as other miscellaneous items.
5. Assist the Board in maintaining the buildings and grounds of the development to the standards, which are established by the Board.
6. With the approval of the Board, enter into contracts for needed services for Olde Orchard.
7. Take necessary action to comply promptly with any and all orders or requirements affecting the development, as may be placed on it by any Federal, State, County or municipal authority.
8. Keep in force and review all necessary insurance policies required by the Association.
9. Prepare for execution and filing of all forms, reports and returns required by law, in connection with Federal and State income tax, Michigan General Corporation law, unemployment insurance, Workman's Compensation insurance, disability benefits, Social Security and other similar items.

- 10. Coordinate with the Board in preparing recommended budgets for forthcoming fiscal years.
 - 11. Maintain complete formal set of books and records relative to the operation of the Development.
 - 12. Generate monthly financial statements.
 - 13. Report at reasonable intervals to the Board regarding the maintenance of the common or limited common elements.
 - 14. Notify co-owners by mail or general flyers, communications and financial statements as requested by the Board.
- An effective Management Company performs many tasks, other than those aforementioned. The Management Company is a tool for the Board, enabling it, since the Board is not formally compensated to carry out its responsibilities and duties to the Association members. The Management Agent must be bonded and has limitations to decisions without Board approval.

Service Responsibilities

Item No.	Description	Decorate	Maintain	Repair	Replace
1	Lawn	Association	Association	Association	Association
2	Shrubs/Trees	Association	Association	Association	Association
3	Snow Removal	Association	Association	Association	Association
4	Sidewalks	Association	Association	Association	Association
5	Porches	Association	Association	Association	Association
6	Steps	Association	Association	Association	Association
7	Parking Areas/Paving	Association	Association	Association	Association
8	Roads	Association	Association	Association	Association
9	Common Area Lighting	Association	Association	Association	Association
10	Patio Fences	Association	Association	Association	Association
11	Mailboxes	Association	Association	Association	Association
12	a) Mailbox Posts	Association	Association	Association	Association
13	b) Mailbox Numbers	Association	Association	Association	Association
14	Gutters/Downspouts	Association	Association	Association	Association
15	Splash Blocks	Association	Association	Association	Association
16	Storm Sewer System	Association	Association	Association	Association
17	Pool	Association	Association	Association	Association
18	Clubhouse	Association	Association	Association	Association
19	Irrigation System	Association	Association	Association	Association
20	Roofs	Association	Association	Association	Association
21	Flashings	Association	Association	Association	Association
22	Roof Vents	Association	Association	Association	Association
23	Chimney	Association	Association	Association	Association
24	Siding/Brick	Association	Association	Association	Association
25	Entry Doors	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	a) Hardware	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	b) Exterior Trim	Association	Association	Association	Association
	c) Interior Trim	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	d) Weather Stripping	Co-Owner	Co-Owner	Co-Owner	Co-Owner
26	Storm Doors	Co-Owner	Co-Owner	Co-Owner	Co-Owner
27	Doorwalls	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	a) Hardware	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	b) Exterior Trim	Association	Association	Association	Association
	c) Interior Trim	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	d) Weather Stripping	Co-Owner	Co-Owner	Co-Owner	Co-Owner

Item No.	Description	Decorate	Maintain	Repair	Replace
	e) Screens	Co-Owner	Co-Owner	Co-Owner	Co-Owner
28	Windows	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	a) Hardware	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	b) Trim	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	c) Screens	Co-Owner	Co-Owner	Co-Owner	Co-Owner
29	Balconies/Decks	Association	Association	Association	Association
	a) Carpentry	Association	Association	Association	Association
	b) Staining	Association	Association	Association	Association
	c) Weather Sealing	Association	Association	Association	Association
30	Doorbells	Co-Owner	Co-Owner	Co-Owner	Co-Owner
31	Pillars/Wood Trim	Association	Association	Association	Association
32	Caulking (Exterior)	Association	Association	Association	Association
33	Vents				
	a) Bathroom	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	b) Attic	Association	Association	Association	Association
	c) Dryer	Co-Owner	Co-Owner	Co-Owner	Co-Owner
34	Water Taps/Sillicocks	Association	Association	Association	Association
35	Perimeter Drain Tiles		Association	Association	Association
36	Basement				
	a) Stairway	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	b) Walls	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	c) Floors	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	d) Windows	Co-Owner	Co-Owner	Co-Owner	Co-Owner
37	Interior of Main House	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	a) Perimeter Walls	Association	Association	Association	Association
	b) Interior Walls	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	c) Drywall/Plaster/Prime	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	d) Mouldings	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	e) Stairway	Co-Owner	Co-Owner	Co-Owner	Co-Owner
38	Electrical				
	a) Switches	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	b) Outlets	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	c) Breaker Box	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	d) Lighting Fixtures	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	e) Wiring Inside of Walls	Association	Association	Association	Association
39	Plumbing				
	a) Main Water Line		Association	Association	Association

Item No.	Description	Decorate	Maintain	Repair	Replace
	b) Sump Pumps/Lines		Association	Association	Association
	1) Clean Pits		Association	Association	Association
	2) Drain Tiles		Association	Association	Association
	c) Commodes	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	1) Wax Rings		Co-Owner	Co-Owner	Co-Owner
	2) Drain Lines		Co-Owner	Co-Owner	Co-Owner
	3) Shut Off Valves		Co-Owner	Co-Owner	Co-Owner
	4) In Wall Piping		Association	Association	Association
	d) Sinks	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	1) Taps/Washers		Co-Owner	Co-Owner	Co-Owner
	2) Drain Lines		Co-Owner	Co-Owner	Co-Owner
	3) Shut Off Valves		Co-Owner	Co-Owner	Co-Owner
	4) In Wall Piping		Association	Association	Association
	e) Tubs/Showers	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	1) Taps/Washers		Co-Owner	Co-Owner	Co-Owner
	2) Drain Lines		Co-Owner	Co-Owner	Co-Owner
	3) Shut Off Valves		Co-Owner	Co-Owner	Co-Owner
	4) In Wall Piping		Association	Association	Association
	5) Shower Head	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	6) Shower Pan		Co-Owner	Co-Owner	Co-Owner
	7) Grout Caulking		Co-Owner	Co-Owner	Co-Owner
	f) Dishwasher	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	1) Shut Off Valves		Co-Owner	Co-Owner	Co-Owner
	2) In Wall Piping		Association	Association	Association
	3) Drain Lines		Co-Owner	Co-Owner	Co-Owner
	g) Washing Machine	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	1) Shut Off Valves		Co-Owner	Co-Owner	Co-Owner
	2) In Wall Piping		Association	Association	Association
	3) Drain Lines		Co-Owner	Co-Owner	Co-Owner
40	Gas Lines				
	a) Main Line After Shutoff		Co-Owner	Co-Owner	Co-Owner
	1) To Furnace		Co-Owner	Co-Owner	Co-Owner
	2) To Hot Water Heater		Co-Owner	Co-Owner	Co-Owner
	b) Main Line Before Shutoff		Association	Association	Association

Item No.	Description	Decorate	Maintain	Repair	Replace
41	Appliances	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	a) Furnace	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	b) Air Conditioner	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	c) Range	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	d) Hot Water Heater	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	e) Refrigerator	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	f) Garbage Disposal	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	g) Vent Fans	Co-Owner	Co-Owner	Co-Owner	Co-Owner
42	Home Furnishings	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	a) Carpet	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	b) Window Treatments	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	c) Cabinets	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	d) Shelves	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	e) Closet Doors	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	f) Counter Tops	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	g) Interior Doors	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	h) Painting	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	i) Wallpaper	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	j) Tile	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	1) Floor	Co-Owner	Co-Owner	Co-Owner	Co-Owner
	2) Walls	Co-Owner	Co-Owner	Co-Owner	Co-Owner
43	Insect Extermination(excl. termites/fleas)		Association	Association	Association
44	Wild Animal Removal		Association	Association	Association

**Article II
Assessments & Annual Budget**

When Prepared:

The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year. The fiscal year for Olde Orchard is November 1 through October 31.

What Should it Contain?

Expenses projected for the forthcoming year, including costs of operation, management and maintenance of the Condominium as well as a reasonable allowance for contingencies and reserves.

Adoption of the Budget:

The adoption of the budget by the Board of Directors will establish the general assessment for the year. A copy of the adopted budget will be delivered to each co-owner.

Increases or Additional Assessments:

The Board of Directors shall have the sole discretion and authority to increase the general assessment or to levy additional assessments as necessary, if:
(1) The assessments levied are, or may prove to be insufficient to pay the costs of operation and management of the condominium.
(2) To provide replacement of existing common elements.
(3) To provide additions to the common elements not exceeding \$1000 annually.
(4) In the event of emergencies.

Special Assessments:

The Board of Directors may impose special assessments under specific regulations, stated in ARTICLE II, Section 3, (a) – (b) of the bylaws.

Apportionment and Due Date:

Assessments shall be apportioned among and paid by the co-owners in accordance with the percentage of value allocated to each unit. The monthly assessment is due and payable on the first of each month, for that month.

No Waiver from Assessment:

The liability of a co-owner for payment of the assessment cannot be circumvented by non-use or enjoyment of any common elements or by abandonment of their unit.

Article IV - Insurance

Association Coverage and Cost:

Insurance shall be carried for fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation. The coverage shall be on property owned by the Association as well as on the use and maintenance of the common elements. The premiums on the above coverage are expenses of the Association. The fire and extended coverage includes the interior walls of a unit and the pipes, wires, conduits and ducts, fixtures, and such equipment or trim which are standard items on the unit's original plans and specifications.

Co-Owner Coverage and Cost: Each co-owner has the responsibility to obtain insurance coverage for personal property located within the unit or elsewhere on the condominium and also for personal liability within the unit or upon the limited common elements belonging to the unit. The cost of such insurance is the expense of the co-owner.
(The Board of Directors recommends that co-owners include the provisions of H.O. 6 clause in their policies.)

Article V - Reconstruction or Repair

Association Responsibility:

1. If damaged property is a common element or a unit, it shall be rebuilt or repaired, if tenable, unless the condominium is to be terminated or rebuilt.
2. If the condominium is so damaged that no unit is tenable, the property will not be rebuilt unless more than seventy-five (75%) percent of the co-owners agree to reconstruction by voting thereon within ninety (90) days.

Reconstruction or Repair in Accordance with Master Deed Restoration will be made to restore the damaged property as specified in the original plans and specifications of the Master Deed.

Co-Owner Responsibility:

1. If damages to part of a unit which the co-owner has the responsibility to maintain and repair, the obligation to repair the damage will be that of the co-owner.
2. The co-owner responsibility for restoration of the interior includes, in part, floor coverings, wall coverings, window shades, draperies, interior walls, paint interior trim, furniture, light fixtures and all appliances.

Insufficient Insurance Proceeds of the Association:

If proceeds of insurance to the Association are not enough to defray the estimated costs of reconstruction or repair, or if during or completion of restoration the funds for the payment of the costs are not sufficient, assessments shall be made against all co-owners in sufficient amounts to provide funds to pay for such costs.

Article VI - Restrictions

Condominium Usage:

Single Family - If other than single-family occupancy, a written consent must be obtained from the Board of Directors.
Family Defined - Means one person or a group of two or more related by blood, marriage or legal adoption

Occupancy Limitations:

A limitation on the number of persons who may occupy a unit is based on the number of bedrooms, thus:

Two (2) persons may occupy a 1-bedroom unit
Four (4) persons may occupy a 2-bedroom unit
Six (6) persons may occupy a 3-bedroom unit

No Room in A Unit May Be Rented, therefore: No additional space can be utilized as a bedroom. **Further,** Boca Basic Building Code, used by the City of Novi, must be followed.

Section 609.4 Emergency Escape
Every sleeping room below the fourth (4th) story shall have at least one (1) operable window or exterior door approved for emergency egress or rescue. The units must be operable from the inside opening without the use of separate tools. Where windows are provided as a means of egress or rescue they shall have a sill height not more than forty-four (44) inches above the floor. All egress or rescue windows from sleeping rooms must have a minimum net clear opening of five and seven-tenths (5.7) square feet. The minimum net clear opening height dimension shall be twenty-four (24) inches. The minimum net clear opening width dimension shall be twenty (20) inches.

Board Approved Policies

A "Book of Policies" is available at the Clubhouse for those who wish to read the policies in their entirety.

Sales and Leases. 75-001

It is the responsibility of the co-owner to obtain written request for approval from the Board of Directors when leasing the property.

Each co-owner is responsible for damages and assessments to the Association, but not limited to, all past due delinquent maintenance fees, legal fees, etc.

Interior and Exterior Modifications. 77-001

Interior and exterior modifications must have Board of Directors approval.

A request must be obtained from the Site Manager and/or the Board of Directors and proper forms must be filled out prior to approval or disapproval.

Violation Procedure. 78-001

Violators of the By-laws will be given thirty (30) days to comply

If remedial action or compliance has not taken place, the co-owner will be given the opportunity to meet with the Board of Directors.

If the issue is not resolved, the matter will be referred to the Association attorney. All legal costs and costs to the Association will be charged to the co-owner.

Structural Modifications. 78-002

No co-owner shall make alterations in exterior or interior appearance or make structural modifications to the unit (including interior walls through or in which there exists easements for support or utilities) or make any changes in any of the common elements, limited or general, without the express written approval of the Board of Directors including (but not by way of limitation) exterior painting or the erection of antennas, satellite dishes, lights, aerials, awnings,

doors, shutters or other attachments to common element walls between units which in any way impairs sound conditioning provisions.

Co-owners shall be subject to the following procedure:

- a. A written request for the approved Modification Forms must be submitted to the Board of Directors.
- b. Completed Modification Forms must be returned to the Board of Directors for review and recommendation.
- c. The Board of Directors will approve, reject or defer the recommendation.
- d. The Board of Directors will notify, in writing, the co-owner of their decision.
- e. The Site Manager employed by the Association shall be empowered to act as agent to enforce and implement this policy resolution as necessary.

Extraordinary Gas Facilities: 78-003

It may become necessary to impose extra assessments for the use of extraordinary gas facilities.

All assessments levied against the co-owners to cover the expenses of administration shall be apportioned among and paid by the co-owners in accordance with the percentage of value allocated to each unit in Article V, Section C of the Master Deed without increase or decrease or the existence of any rights for use of limited common element apportionment to a unit.

It is therefore resolved that:

- a. The Association shall also have the right to levy assessments against those co-owners having a gas dryer and/or a gas stove and/or a gas barbecues and/or a gas fireplace and/or other extraordinary facility for usage in an amount, within the discretion of the Board of Directors, which reasonably reflects the cost to the Association of the usage of the above mentioned gas facilities by an average customer of same in the Condominium.

- b. The Association or its duly authorized Agent shall have access to each unit from time to time during reasonable working hours upon notice to the co-owner thereof, with the co-owner present; as may be necessary in order to inspect the unit in regards to the utilization of utilities and/or extraordinary facilities or usage by the co-owner.

- c. Assessments shall be due and payable at such time as the Association shall determine by and through its Board of Directors commencing with acceptance of a Deed to a unit or with acquisition of fee simple Title to a unit by any other means.

- d. Default of these assessments. Refer to Policy Resolution on Delinquent Assessments, No. 75-002.

- e. Installation. Refer to Policy on Interior – Exterior Modification, 78-002.

- f. Attorney fees and costs incurred in enforcing the Condominium By-Laws will be charged to the violating co-owner.
- g. The Site Manager employed by the Association shall be empowered to act as agent to enforce and implement this policy resolution as necessary.

Delinquent Assessments. 81-001

All past due or delinquent assessments against member of the Association shall be subject to the following procedure:

1. All assessments are due on the first day of the month.
2. All co-owners with accounts over 10 days past due shall be deemed late and a late charge shall be imposed on such account.
3. On or about the 15th day of the 1st month, all assessments past due shall receive written notice, by mail, explaining:

- a. Past due and late charge.
- b. Co-owners shall be suspended from membership from the Association, including all rights and privileges accorded to a member.
- c. All attorney fees and costs incurred in collecting the past due account will be charged to the co-owner.

4. On the 1st day of the following month, a second notice – a past due statement outlining the late charge and notification there will be an intent to file a lien.
5. All co-owners after having received the 1st and 2nd notice, as previously described, remaining delinquent by the 15th of the second month, shall receive a 3rd and final notice giving the co-owner five days to clear the debt.

6. If subject delinquent assessment(s), late charge(s) and attorney fee(s) are not paid within five days from receipt of the 3rd notice, the bill will be immediately placed in attorney's care for wage garnishment.

7. All collections, attorney fees and late charge costs, in relation to the above delinquent collection efforts, shall be borne solely by the delinquent co-owner.

8. This policy supersedes all prior delinquent resolutions pertaining to delinquent assessments.

9. Automatic maintenance fee payment is available through the Management Agent.

General Rules and Regulations

The following rules and regulations are the most common within the community. The information is derived from the bylaws as well as any resolutions that may have been passed. If applicable, the resolution number is referenced below the heading for your convenience.

Pets

Olde Orchard Resolution

- No animal may be permitted on the property except under control on a leash and must at all times be attended by some responsible person. Co-owners must have complete control of their pets.

- Excessive dog barking will not be tolerated.

- Pets are not to be tied on the property or left outside in the premises unattended.

- Pets must have such care and restraint so as not to be obnoxious or offensive due to odor or unsanitary conditions.

- All fecal deposits on the property must be immediately cleaned up and properly disposed of by the person responsible for the pet at that time.

- Co-owner shall not keep more than one dog or one cat without permission from the Board of Directors.

- The Association shall have the right to require co-owners to register their pets with the Association and may adopt such additional reasonable rules and regulations with respect to animals, as it may deem proper.

NOVI CITY ORDINANCE NO. 73-59, AND AMENDED ORDINANCE NO. 73-59.01, STATE THE ABOVE CONDITIONS FOR OWNING A PET IN THE CITY OF NOVI.

Penalty for violating this Ordinance shall be a fine in an amount not exceeding one hundred (\$100) dollars or be imprisoned in the Oakland County Jail for a period not exceeding ninety (90) days or both fined and imprisoned at the discretion of the Court, along with payment of costs.

Pet Violations: Olde Orchard Resolution 83-001

All pet violations of the restrictions as delineated in Article VI, Section 5 of the Condominium By-Laws, Exhibit A, shall be subject to the following procedure:

1. Association will act upon a request from a co-owner, notifying the Association and/or Site Manager of a pet violation and identifying the pet and household.
2. Site Manager will notify offending household and be given five (5) days to remedy.
3. Site Manager will inspect on the sixth day and report findings to the Management Agent.
4. If the violation still exists, the Site Manager will send a second notice allotting five additional days or the matter will automatically be turned over to the Association attorney.
5. If second inspection from the Site Manager reveals the violation still exists, the Association attorney will receive data on the case and proceed with a restraining order through court action.

6. At any time prior to step 5 above, the co-owner responds and appeals for consideration, the issue will then be brought before the Board of Directors at the next regular meeting for review and direction.

Parking

Olde Orchard Resolution 00-002 (Towing), 99-002 (Snow Removal)

- Co-owners are entitled to one (1) space at the curb. Extra curb parking spaces in all courts are open to all co-owners.
- Curb parking spaces are for co-owners only. If an owner has more than one automobile and parking in the curb spaces is filled, the second automobile should be parked in the guest area.
- Guests should be informed of their designated parking areas (generally in the center of each court).
- No campers, mobile homes, semi trucks, boats, snowmobiles, etc. are allowed. See Article VI, Section 8 of the By-Laws for more details.
- Clubhouse parking is confined to the south side of Court A parking area. The north side of Court A is designated for co-owner parking only.
- Parking can sometimes be a problem in some courts. Try to respect your neighbor's rights. Many of the parking problems can be solved with co-owner cooperation.
- Snow Removal: co-owners are requested to move their automobiles to the center island when it snows so that plowing can be accomplished.
- Abandoned vehicles will be towed away at the owner's expense.
- All vehicles on the premises must have current license plates/tags.
- No commercial vehicles are allowed to park at the curb, except service/utility vehicles that are in the process of servicing one of the units (i.e. cable repair, electric company truck, etc). All other commercial vehicles used by co-owners and their guests must be parked in the center in Visitor Parking.

Interior of Condominium

- No co-owner shall make structural modifications to the interior of the unit without written consent of the Board of Directors.
- No unit shall contain more or less bedrooms than shown in Article V of the Condominium Master Deed, page 5-9.
- The Site Manager has the right to enter a unit for emergency repairs and maintenance of common elements.

- It is recommended each co-owner advise a neighbor of their telephone number of their place of employment and a key to their unit. In the case of an emergency you could be located and avoid forcible entry to the unit.
- Each co-owner shall maintain their unit and limited common elements under their control in a safe, clean and sanitary condition.
- Prior to installation of a gas appliance in a unit, written permission must be obtained from the Board of Directors is mandatory. Olde Orchard is on a master meter. **Refer to Policy Book: Interior & Exterior Modifications No. 77-001**
- No co-owner shall make changes to the exterior of the unit without the written consent from the Board of Directors, including but not limited to:
 1. Attaching items such as awnings, aerals, antennas, satellite dishes, shutters, lights or other exterior attachments to the unit. Storm doors may be added in acceptable styles. Contact the Board of Directors for details prior to purchasing a storm door.
 2. Decorating, such as painting, staining, bricking, etc.
 3. Removal of any article attached to, or included in the building.

Cable T.V. and Satellite Dishes

Olde Orchard Resolution 83-002 & 00-001

- To protect the exterior integrity of the buildings at Olde Orchard, the Association shall restrict exterior wiring on the face of the buildings.
- Permission has been given to a cable television contractor to install pre-wiring on the development and restricting their encroachment on building to twelve (12) inches above grade.
- The cable and satellite providers and co-owners alike shall not place exterior wiring on the face of the building for transmission or reception of any radio or television signals.
- All exterior wiring is restricted to twelve (12) inches above grade, work to be performed by a licensed professional contractor pursuant to approved drawings, with all liability insurance in place prior to any such wiring.
- A satellite dish may be mounted on the balcony of the unit, or on the ground below the fence line proximate to the unit.
- The satellite dish must be installed by a professional, insured contractor.
- Prior to any installation, the co-owner must complete and submit a Modification Request Form for Board approval.

- All shrubs, trees or evergreens must be planted in the front or side border of the unit in the designated border, and may not be planted in the areas where grass is planted.
- Flower beds/borders (whether perennial or annual) shall not extend further than seven feet from the front foundation of the unit or five feet from side foundation on the side of end units.
- The front wall of a ranch unit is the wall facing the sidewalk. The side of a ranch unit is where the porch is located.
- No vegetable plants are allowed in the front or side borders of any unit.
- Flowers and plantings (whether perennial or annual) shall not be taller than three feet at any time.
- Climbing vines or trellises may not be attached to the building structure (including front posts and any other part of the structure) at any time.

Olde Orchard Resolution 02-006

Plants and Flowers

- Patio areas must be kept clean and in general good repair.
- No objects may be attached to, or hung on, the inside or outside fence. This would include, but not limited to, plant hangers, angle irons and the like.
- No painting or staining of the fence is allowed on the interior or exterior of the structure.
- Bushes and shrubs should be kept to the height of the fence. Trees must be maintained in a manner which will not damage the buildings.
- No refuse, rubbish, trash, etc., is to be stored in any patio area or front porch.
- Prior to construction work to the patio such as decking, written consent must be obtained from the Board of Directors regarding the specifications, which must be adhered to.
- Flammable materials are not permitted in the patio area.
- Storage units are allowed, however must be below the fence line

Olde Orchard Resolution 98-001 (standard care), 05-001 (fences), 03-001 (storage units)

Patios & Fences

- No installation shall be completed until the co-owner has received written approval from the Association.
- All further repairs and maintenance of the satellite dish shall be the sole responsibility of the co-owner.

- Low voltage or solar lights are permitted.
 - Borders may be edged with rubber or plastic edging materials, treated landscape timbers, bricks or rocks (excluding any type of fencing, picket or otherwise) and must be maintained by the co-owner.
 - The co-owner must maintain everything they add such as flowers, plantings, lighting and edging (including regular weeding).
 - Yard decorations or ornaments such as welcome signs must be of a reasonable size and inoffensive to the community in general, as determined by the Board.
 - Plantings around existing trees in the common areas of the property are allowed with the written permission of the Board via Modification Request and these plantings may not exceed a one-foot radius from all sides of said tree without permission from the Board.
 - Exceptions to any of the above listed standards require the completion of a Modification Request form and written approval by the Board.
- Should a co-owner fail to follow these standards, the Board of Directors may bring it to his/her attention, and require remedy of the situation within a reasonable period of time. If the co-owner should fail to respond to a request of the Association to address a request for maintenance or remedy of a problem, the Association shall employ services to rectify and all related costs will be assessed to the unit owner.
- Garbage**
-
- Olde Orchard Resolution 06-001*
- Usage of areas adjacent to dumpsters including, but not excluding, areas within and around the dumpster walls.
 - As posted in all courts, usage of such areas is not allowed. The sign states "No Building Material..No Carpet..No Furniture..Break Down All Boxes..Do Not Place ANYTHING Next To, In Front Of or On Top Of Dumpsters".
 - Material refuse created by the remodeling of the interior of any unit and placed in said area will be removed at the expense of the Co-owner utilizing the services of a refuse removal service.
 - Usage of areas adjacent to the Clubhouse of Olde Orchard Country Homes Condominium Association including, but not excluding, the large enclosed area to the south of the Clubhouse.
 - This area has been designated for express use of Association personnel and is not intended for use by Co-owners for the placement of refuse of any kind unless given permission by Olde Orchard Country Homes Condominium Association.
 - Material refuse created by the remodeling of the interior of any unit and placed in said area will be removed at the expense of the co-owner utilizing the services of a refuse removal service.

See Page 4 of your Olde Orchard Condominium Association By-Laws for Detailed Information

- The land on which the buildings are located.
- The building's foundation, roofs, balconies and exteriors.
- Green space (lawn) surrounds all buildings, walks, gardens, landscaping, tot lot and all parking areas.
- Special services installations such as gas, outside lights, power, water, heating ducts, and all installations and apparatus that are common use.
- Clubhouse facilities and clubhouse exterior and interior.
- Patio fences.

The common areas within Olde Orchard are defined as the following:

Common Areas

- Replacement of windows is the co-owners responsibility.
- A co-owner wishing to replace windows must first obtain approval from the Board of Directors.
- If a co-owner decided to replace a window, the entire facade of the building must be completed at one time, i.e., all front windows, upper and lower, all rear windows, upper and lower. Doorwalls may be replaced on an individual basis.
- To insure the uniformity and integrity, the Site Manager and the Board of Directors has the right to inspect any such installations during and after the replacement.
- Any co-owner who changes their individual unit window(s) acknowledges that all further maintenance, repair and replacement become the sole responsibility of that co-owner.
- It is resolved that all replacement windows be manufactured by and installed by a manufacturer approved installer. The co-owner shall be responsible to submit an application, obtain prior approval, insure discharge of lien, and allow the Association and its employees or outside consultants to conduct inspections.

Olde Orchard Resolution 88-001 & 02-003

Window Replacement

- Violations or alleged violations of the above restrictions will be handled as follows:
 - Any violation of the above-stated restrictions will be met by a violation letter giving the Co-owner 10 days to remediate and adhere to this resolution.
 - If, at the end of 10 days, the Co-owner has not met the remediation (or corrective action) requirements of the violation, the issue will be remediated by the Association and the Co-owner will be charged for said remediation.

Pool & Clubhouse Rules

ADULT STATUS: In conformance with Michigan law, residents who have attained the age of 18 years shall be considered as adults within the meaning of these rules.

GUEST POLICY:

- Residents may bring guests to the clubhouse and pool.
- Guests will be required to register upon entrance to the clubhouse.
- All guests must be in the company of a sponsoring resident while on the premises of the clubhouse, the pool and/or other recreational facilities.
- Residents will be responsible for any indebtedness his/her guests may incur, as well as their conduct while on the premises.
- A resident adult or parent must accompany guests under 13 years of age.
- Teens 13 – 17 years of age shall be limited to bringing only ONE (1) guest at any one time.

PETS: PETS and other animals are NOT PERMITTED AT ANY TIME in the clubhouse, pool or any of the outdoor recreational areas.

ATTIRE:

- Residents and guests in swimming attire, bath robes, etc. are not permitted in the clubhouse at any time, UNLESS while on the way to the pool or related pool area.
- Bare feet and wet bathing suits are not allowed in any area of the clubhouse at any time, UNLESS while on the way to or from the pool.
- Any shoes with metal cleats, spiked shoes, roller skates, ice skates, or any footwear damaging to carpeting, tile or any floor surface will not be permitted within the clubhouse or pool area.
- Individuals (residents and guests) will not be permitted to enter the clubhouse unless properly attired.

POOL-OTHER

- Children under 13 years of age must be accompanied and supervised by a resident adult, or parent as a condition of admission to the pool and pool area.
- Babies of diaper age will not be permitted in the pool water at any time.
- No admission to the pool will be allowed to anyone with skin abrasions, coughs, colds and/or inflamed infections or anyone wearing bandages.
- All changing and dressing must be done in the locker rooms.
- All swimmers/bathers must shower with soap before entering the pool. (Health Regulations State of Michigan)
- For swimmers, only greaseless suntan lotion is allowed; no oil type will be permitted.
- Food and beverages may be consumed only around the outside edge of the pool deck.
- Items in cans, cartons etc. are acceptable. NO GLASS CONTAINERS OF ANY TYPE are allowed around the pool area.
- NO ALCOHOLIC BEVERAGES are permitted in the pool area AT ANY TIME.
- NO SMOKING is permitted in the pool area at any time.

Clubhouse Rental Policy

- The Clubhouse cannot be rented for any function of a commercial nature (except by a recognized committee of the Board of Directors). The Clubhouse will be rented to Co-owners only. The maximum number of guests allowed is 60. The Co-owner **MUST** be present for the entire party.
- A rental application must be completed by the Co-owner when reserving the date for the event and must be accompanied by two (2) checks. Each check should be payable to "Olde Orchard Country Homes" in the amounts of \$100.00 for the rental of the Clubhouse and \$200.00 for the security deposit. Confirmation of the rental is not final until the rental fee and security deposit have been submitted.
- The Co-owner sponsor must arrange for cleanup of the rented area **IMMEDIATELY** after the function. This is to include the removal of all trash, left over food, all furniture placed back where it belongs and vacuuming of the carpeted area. A designated Board Member will inspect the Clubhouse before and after the function. The security deposit shall be returned to the Co-owner sponsor providing there are no damages, additional clean up or parking violations. The security deposit will be returned by mail to the Co-owner within five (5) business days.
- The Co-owner sponsor will attend to the parking of guests. Parking is available on the **SOUTH** side of Court A, and along Olde Orchard Road. There will be no parking on the North side of Court A, directly in front of Co-owners residences. **Any intrusion of this rule will result in an automatic deduction of \$50.00 from the security deposit.**
- Rentals may not be made by those who are delinquent and/or otherwise not in good standing, pursuant to Article II, Section 6, of the Condominium Bylaws.
- Rental times are:
 - Monday thru Thursday 10:00 a.m. – 9:00 p.m.
 - Friday and Saturday 10:00 a.m. – 12:00 midnight
 - Sunday 10:00 a.m. – 9:00 p.m.
- There will be no rentals on Holidays. This includes New Years Eve, New Years Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.
- The lower level rooms, including the billiard room, showers and sauna, and the swimming pool area are not included in the rental of the Clubhouse with one exception - the lower level refrigerator and stove may be used during a rental. The lower level rooms and swimming pool area are off limits to rental guests and may be used by other co-owners during rental periods. If the Clubhouse is rented on a Wednesday or Friday evening, the Association's card party must relocate to the lower level.
- A "Private Party" sign must be posted on the Clubhouse front door during rentals. This will direct other Co-owners that they must use the north (pool) entry door to access the Clubhouse lower level rooms. The "Private Party" sign should be removed and placed back in the Clubhouse after the function.

- The Co-owner sponsor must make arrangements to greet all guests at the front entrance. The entry door shall not be propped open at any time.
- Children under 13 must be accompanied by an adult at all times.
- Any decorating plans and decorating time frames must be approved prior to the event; specifically at the time the application and fees are submitted.
- No smoking is allowed in the Clubhouse. Smokers using the exterior areas are asked to deposit butts in the proper containers.
- All damages to the Clubhouse must be repaired or otherwise remedied by the Association and will be charged back to the Co-owner sponsor. Such Co-owner shall promptly reimburse the Association.
- Adult residents are financially responsible for any damages to clubhouse and pool facilities and equipment inflicted by themselves, their children and/or their guests. Any vandalizing or intentional damaging of clubhouse facilities or equipment shall be subject to disciplinary action in addition to financial restitution. See Pool Rules section on "Damages" for additional details.

Sauna Rules

These rules are referenced in the CLUBHOUSE and POOL RULES.

GENERAL: All persons (including members and guests) who use the clubhouse facilities and pool, do so at their own risk, and shall, by virtue of their own use of such clubhouse facilities and pool, assume all responsibility for any accident or injury in connection with such use.

HOURS: The Clubhouse is available from 9:00 a.m. to 9:00 p.m. daily.

CHILDREN: Residents under 13 years of age are permitted in the clubhouse and pool ONLY WHEN ACCOMPANIED BY A RESIDENT ADULT.

TEENS:

- Residents between 13 – 17 years of age, inclusive, are considered teens within the meaning of these rules.
- Teens are permitted the general use of the clubhouse and pool without a resident adult or parent.
- Teens are not permitted the use of: Sauna, Exercise Room, or Billiard Room AT ANY TIME, unless accompanied by a resident adult or parent who will be responsible for their actions.

GUESTS:

- Residents may bring guests to the clubhouse and pool.
- All guests must be in the company of a sponsoring resident while on the premises of the clubhouse, the pool and/or other recreational facilities.

- Residents will be responsible for any indebtedness his/her guests may incur, as well as their conduct while on the premises.
- Teens 13 – 17 years of age shall be limited to bringing only ONE (1) guest at any one time.

USAGE (These rules ARE NOT referenced in the Clubhouse and Pool Rules):

- Any person using Saunas shall, upon leaving the facility, assure that all lighting, and other equipment that was activated during their usage, be deactivated.
- Any items placed in Sauna during usage must be removed once usage is complete.
- Any garbage or trash must be disposed of in provided containers.
- The lower level rooms, including the billiard room, showers and sauna, and the swimming pool area are not included in the rental of the Clubhouse with one exception – the lower level refrigerator and stove may be used during a rental. The lower level rooms and swimming pool area are off limits to rental guests and maybe be used by other co-owners during rental periods. If the Clubhouse is rented on a Wednesday or Friday evening, the Association's card party must relocate to the lower level. **(This rule is referenced in the Clubhouse Rental Policy)**

DAMAGES:

- Adult residents are financially responsible for any damages to the clubhouse and pool facilities and equipment inflicted by themselves, their children and/or their guests.
- Any vandalizing or intentional damaging of clubhouse facilities or equipment shall be subjected to disciplinary action in addition to financial restitution.
- The disciplinary action may be as follows:
 - FIRST OFFENSE: BANNED FROM CLUBHOUSE AND POOL FOR 30 DAYS;
 - SECOND OFFENSE: BANNED FROM CLUBHOUSE AND POOL FOR A PERIOD TO BE DETERMINED, NOT LESS THAN 90 DAYS
- In the case of residents under 18 years of age, the parents will be notified.
- Following any disciplinary action, re-admittance to the clubhouse will be permitted ONLY after financial restitution has been made in full and a personal appearance before the clubhouse manager and/or the management company representative.
- If the offender is under 18 years of age, the personal appearance must be in the company of the parent or guardian.

MISBEHAVIOR:

- The breaking of clubhouse rules, fighting, disrespect to peers or adults, and general undesirable conduct shall be considered grounds for banning and offender from the clubhouse and pool.
- Following any disciplinary action, the offender must appear before the clubhouse manager and/or the management company representative before re-admittance to the clubhouse is authorized.
- If the offender is under 18 years of age, the personal appearance must be in the company of the parent or guardian.
- ANYONE who is in the clubhouse, pool and/or outdoor recreational areas, while under the obvious influences of drugs or alcohol will be immediately reported to the police.

- Any person using Exercise Equipment shall, upon leaving the facility, assure that all lighting, and other equipment that was activated during their usage, be deactivated.
- Any items placed in/around Exercise Equipment during usage must be removed once usage is complete.
- Any garbage or trash must be disposed of in provided containers.
- The lower level rooms, including the billiard room, showers and sauna, and the swimming pool area are not included in the rental of the Clubhouse with one exception – the lower level refrigerator and stove may be used during a rental. The lower level rooms and swimming pool area are off limits to rental guests and may be used by other co-owners during rental periods. If the Clubhouse is rented on a Wednesday or Friday evening, the

USAGE (These rules ARE NOT referenced in the Clubhouse and Pool Rules):

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- Residents will be responsible for any indebtedness his/her guests may incur, as well as their conduct while on the premises.
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TEENS:

CHILDREN: Residents under 13 years of age are permitted in the clubhouse and pool ONLY WHEN ACCOMPANIED BY A RESIDENT ADULT.

HOURS: The Clubhouse is available from 9:00 a.m. to 9:00 p.m. daily.

GENERAL: All persons (including members and guests) who use the clubhouse facilities and pool, do so at their own risk, and shall, by virtue of their own use of such clubhouse facilities and pool, assume all responsibility for any accident or injury in connection with such use.

These rules are referenced in the CLUBHOUSE and POOL RULES.

Exercise Equipment Rules

The Association and management company employees, including the clubhouse manager, maintenance supervisor, clubhouse and/or pool staff, Community Association Manager and other management representatives, with the full support of the Association, shall have the authority to fully enforce the rules and regulations established herein.

ENFORCEMENT OF RULES/REGULATIONS:

Association's card party must relocate to the lower level. (This rule is referenced in the Clubhouse Rental Policy)

DAMAGES:

- Adult residents are financially responsible for any damages to the clubhouse and pool facilities and equipment inflicted by themselves, their children and/or their guests.
- Any vandalizing or intentional damaging of clubhouse facilities or equipment shall be subjected to disciplinary action in addition to financial restitution.
- The disciplinary action may be as follows:
FIRST OFFENSE: BANNED FROM CLUBHOUSE AND POOL FOR 30 DAYS;
SECOND OFFENSE: BANNED FROM CLUBHOUSE AND POOL FOR A PERIOD TO BE DETERMINED, NOT LESS THAN 90 DAYS

- In the case of residents under 18 years of age, the parents will be notified.
- Following any disciplinary action, re-admittance to the clubhouse will be permitted ONLY after financial restitution has been made in full and a personal appearance before the clubhouse manager and/or the management company representative.
- If the offender is under 18 years of age, the personal appearance must be in the company of the parent or guardian.

MISBEHAVIOR:

- The breaking of clubhouse rules, fighting, disrespect to peers or adults, and general undesirable conduct shall be considered grounds for banning and offender from the clubhouse and pool.
- Following any disciplinary action, the offender must appear before the clubhouse manager and/or the management company representative before re-admittance to the clubhouse is authorized.
- If the offender is under 18 years of age, the personal appearance must be in the company of the parent or guardian.
- ANYONE who is in the clubhouse, pool and/or outdoor recreational areas, while under the obvious influences of drugs or alcohol will be immediately reported to the police.

ENFORCEMENT OF RULES/REGULATIONS: The Association and management company employees, including the clubhouse manager, maintenance supervisor, clubhouse and/or pool staff, Community Association Manager and other management representatives, with the full support of the Association, shall have the authority to fully enforce the rules and regulations established herein.