

Crosswinds West Condominiums Rules and Regulations

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1.0 BACKGROUND INFORMATION

1.1 Community Description

Crosswinds West Condominium Association was incorporated in the state of Michigan as a non-profit corporation on July 15, 1983. The Crosswinds West Condominiums, subsequently referred to herein as Crosswinds West or the COMMUNITY, was developed in three (3) phases between July 1983 and October 1985. The COMMUNITY is comprised of twenty-six (26) buildings with eight (8) units each, four (4) ranches and four (4) colonials, for a total of two hundred eight (208) units. The COMMUNITY recreational facilities include a pool with cabana and two (2) tennis courts.

1.2 Condominium Documents

All co-owners in the COMMUNITY are subject to the provisions and terms set forth in the Master Deed, Condominium Bylaws, Association Bylaws, Condominium Subdivision Plan, Articles of Incorporation for the ASSOCIATION, and all duly adopted Rules and Regulations of the ASSOCIATION (collectively referred to as the "CONDOMINIUM DOCUMENTS"). The Master Deed includes, among other things, the legal description of the COMMUNITY, a definition of terms, and a description of the Common Elements constituting the COMMUNITY. The Bylaws include the Condominium Bylaws and the Association Bylaws. The Condominium Bylaws contain, among other things, provisions relating to the management and fiscal affairs of the COMMUNITY and, in particular, set forth the provisions relating to assessment of co-owners for the purpose of paying the costs of operation of the COMMUNITY. The Condominium Bylaws also contain certain restrictions on the ownership, occupancy and use of and in the COMMUNITY. The Association Bylaws are the Corporate Bylaws of the ASSOCIATION established to manage, maintain and administer the COMMUNITY. The Association Bylaws contain provisions relating to the operation of the ASSOCIATION as a corporate entity, and covers such items as Member voting and meetings, election and operation of the Board of Directors and the duties of Officers.

By virtue of purchasing a condominium in Crosswinds West, the co-owner has agreed to accept and be legally bound by the CONDOMINIUM DOCUMENTS. All original co-owners were presented with a copy of the CONDOMINIUM DOCUMENTS by the developer. Subsequent co-owners should have received the CONDOMINIUM DOCUMENTS from the previous co-owners. A copy of the CONDOMINIUM DOCUMENTS can be obtained from the Property Management Company for a fee of \$25.00. It is the responsibility of each co-owner to review the CONDOMINIUM DOCUMENTS. All members of our COMMUNITY are obligated to comply with the rules, regulations and restrictions contained in the CONDOMINIUM DOCUMENTS.

1.3 Community Handbook

The Board of Directors has developed this Community Handbook as a convenient reference manual for the co-owners. In the event of a conflict between the Community Handbook and the CONDOMINIUM DOCUMENTS, the latter shall prevail. The policies and Board rules – not Condominium Bylaw provisions – outlined in the Community Handbook are subject to modifications and additions at any time by the Board of Directors. The Community Handbook will be updated on a regular basis upon significant modifications and/or additions to these policies and provided to the co-owners.

1.4 The Association and the Board of Directors

Crosswinds West is administered, operated, managed and maintained by the Crosswinds West Condominium Association, subsequently referred to herein as the ASSOCIATION, in accordance with the CONDOMINIUM DOCUMENTS. Each co-owner is a member of the ASSOCIATION. The ASSOCIATION is governed by the Board of Directors elected by the co-owners. The co-owner Board of Directors was provided control of the COMMUNITY from the developer on January 1, 1986.

There are seven (7) members on the Board of Directors serving alternating two-year terms. Four (4) directors are elected in “even” years and three (3) directors are elected in “odd” years. The ASSOCIATION contracts a Property Management Company to provide the financial, administrative and maintenance management of the COMMUNITY. The ASSOCIATION also employs an on-site maintenance supervisor.

The Board of Directors meets once a month, except in December, with the Property Manager representing the Property Management Company. These meetings include a review of the monthly co-owner maintenance report, COMMUNITY financial statements and co-owner correspondence, and evaluation of contractor proposals. The Board of Directors also meets in November to adopt the Annual Operating Budget for the next fiscal year. In addition, the Board of Directors meet as required to address special problems or perform COMMUNITY evaluations (walk-through).

In accordance with the Condominium Bylaws, the ASSOCIATION has an Annual Association Meeting in October of each year. This meeting is typically held at the Novi Civic Center based upon the availability of the facilities. All co-owners are invited and encouraged to attend this meeting. The purpose of this meeting is to elect co-owners to the Board of Directors, review the state of the COMMUNITY and discuss issues or concerns of the co-owners.

1.5 Operating Budget and the Replacement Reserve Fund

The Board of Directors meets in the fall of each year to prepare the Annual Operating Budget for the next fiscal year. The proposed operating budget is prepared jointly by the Treasurer and Property Management Company. The Board of Directors reviews, modifies and ultimately approves an operating budget for the next fiscal year, typically at its November Board meeting. The operating budget provides for the daily operation and short-term maintenance of the COMMUNITY. This includes funding for landscaping, snow removal, an on-site maintenance supervisor, operation of the recreational facilities, administrative costs and funding of the Replacement Reserve Account. The Replacement Reserve Account is used for long-term maintenance and replacements of the Common Elements of the COMMUNITY. These expenses may include painting buildings, road repairs, landscaping improvements and similar improvements.

1.6 Monthly and Special Assessments

The operating budget is funded by the co-owner “monthly assessment” (sometimes referred to as “association dues” or “maintenance fees”). The monthly assessment is calculated by taking the approved operating budget divided by the 208 co-owners spread over 12 monthly payments.

The prompt payment of assessments by all co-owners is critical to the financial integrity of the COMMUNITY. All monthly assessments are due on the 1st of the month. Payment received after the 10th of the month is considered "past due". Any account that is not paid in full on the 10th of the month, including the monthly assessment and any late fees, fines and/or legal fees, will be assessed a "late fee" of \$40.00 each and every month the account is past due. It is the complete and sole responsibility of the co-owner to insure that payment is received by the 10th of the month.

Payment of all assessment amounts due to Crosswinds West Condominium Association may be paid in either of the following methods:

1. By personal check or money order, made payable to Crosswinds West Condominium Association and mailed in a pre-addressed envelope, provided by the Association, and mailed to the management company.
2. Electronically transferred from a co-owner's bank account into the Association's operating account, provided the co-owner enrolls and authorizes such electronic transfers.

Payment of monthly assessments are due on the first day of each month. All payments received after the first day of each month are considered delinquent. This means that your payment should be mailed within the last few days of the end of each month for the following month. A 10-day grace period shall be established before any penalty for delinquent payments is assessed. Payments post-marked or received after the 10th of the month shall be subject to a \$40.00 late charge.

The collection of delinquent assessments shall be processed in the following manner:

1. A late notice letter may be mailed before the end of the month in which a delinquency arises indicating the amount due to the Association and a description of the amount due in the various categories comprising the total amount.
2. If payment is not received by the 10th of the following month, whereby a delinquency is created for two monthly assessment payments, the co-owner shall receive an updated accounting of all amounts due and collection of the entire delinquent amount shall be processed by the Association's attorney with collection costs charged back to the delinquent co-owner.

When payments are received on a delinquent account and the value received paid does not eliminate the delinquency in full, the application of the payment shall be completed by applying payments to the late fees, fines and assessments in the chronological order as they were assessed to the account.

By way of example: You do not pay June's assessment, on the 10th of the month you are assessed a delinquency penalty. July 5th you pay only the assessment due for June & July. The results are the first monies applied pay the June late fee, next the June assessment with the balance paying July. However, because July is only a partial payment, you will be assessed a late charge for July.

It is the responsibility of the management company to notify delinquent co-owners of their balance due amount, if any, and process collections within the parameters of this collection policy. Once delinquent accounts are transferred to the attorney's office for collection, payment of all amounts including legal fees due must be in full and paid to Crosswinds West through the attorney's office.

Liens are filed against co-owners that have outstanding balances greater than two (2) months assessments. The process of "Foreclosure by Advertising" is initiated against co-owners that have

outstanding balances greater than three (3) months assessments. The co-owner is responsible for all legal fees including attorney costs, filing charges and court costs. **Please avoid costly collection charges and legal fees by providing prompt and full payment of your monthly assessments each and every month.**

The CONDOMINIUM DOCUMENTS also empower the Board of Directors to assess “additional” and “special” assessments to co-owners. Additional assessments may be assessed for such things as meeting budget deficits, providing replacements of existing Common Elements and providing additions to Common Elements at a cost not exceeding \$15,000.00. Special assessments require co-owner approval and may be assessed for such things as providing additions to Common Elements at a cost exceeding \$15,000.00 and assessments to purchase a unit upon foreclosure of a lien for past due assessments. In a general sense, additional assessments are allowed for those types of expenses that a Board is obligated to incur as part of its duty to manage and maintain the Condominium, while special assessments are used for those expenses that are largely discretionary.

1.7 Property Management Company

The ASSOCIATION contracts a Property Management Company to provide the financial, administrative and maintenance management of the COMMUNITY. The Property Management Company collects monthly assessments, maintains the financial records of the COMMUNITY, provides for the maintenance of the COMMUNITY, solicits and negotiates bids for COMMUNITY services and maintenance, processes service requests from co-owners and provides financial and maintenance reports to the Board of Directors. See Section 7.1 for the additional information regarding the Property Management Company. The Property Management Company performs duties delegated to it by the Board of Directors as an agent of the Association.

1.8 On-Site Maintenance Supervisor

The ASSOCIATION employs an on-site maintenance supervisor. The maintenance supervisor performs many of the daily maintenance tasks of the COMMUNITY. The maintenance supervisor also provides service to co-owners for services that are the responsibility of the ASSOCIATION. The maintenance supervisor also supervises the services performed by contractors.

2.0 MAINTENANCE AND SERVICE REQUESTS

The COMMUNITY contains both “General Common Elements” and “Limited Common Elements” as defined by **Article IV of the Master Deed**. The maintenance responsibilities for the General and Limited Common Elements are also set forth in **Article IV of the Master Deed**. The cost to provide the maintenance for which the ASSOCIATION is responsible is funded by the annual operating budget via the co-owner monthly assessments. Please note that the co-owner is responsible for the cost to repair or replace a General Common Element that is damaged by the co-owner's misuse or negligence. The co-owner must provide for the maintenance of those Limited Common Elements for which they are responsible in a timely manner in accordance with the standards of the COMMUNITY. For your convenience, a Responsibility Chart has been prepared as a guide to maintenance responsibilities and is attached to these Rules.

At the request of the co-owner, the ASSOCIATION may act as a general contractor on behalf of the co-owner for the maintenance of those Limited Common Elements for which the co-owner is responsible to insure that the workmanship and materials comply with the COMMUNITY

standards. The cost to provide these services will then be billed to the co-owner. Doors will also be painted at no charge at the time of the building re-painting. Minimal fence repair (re-nailing of loose boards for example) will be provided by the on-site maintenance supervisor at no charge to the co-owner.

A co-owner may elect to paint the door, shutters and patio fences more often than provided by the ASSOCIATION. The co-owner is required to contact the Property Management Company to determine the correct paint, both manufacturer and color, applicable to their building. In no event will alternate colors for exterior surfaces be allowed. All workmanship performed by a co-owner, or co-owner contractor, must be to COMMUNITY standards. The co-owner will be responsible for any costs incurred by the ASSOCIATION to rectify a condition not in compliance with the COMMUNITY standards.

2.1 Maintenance and Service Requests

All non-emergency requests for maintenance of a General Common Element must be made in writing utilizing the Maintenance Service Request form provided by the Property Management Company or by calling the Property Management Company at the number listed in Section 7.1. Blank service request forms are available at the pool cabana mailbox or from the Property Management Company. All Maintenance Service Requests should be mailed to the Property Management Company or dropped off in the mailbox at the pool cabana. Please see Section 7.1 for the address of the Property Management Company.

The Property Management Company will contact you to make arrangements for the on-site maintenance supervisor or a contractor to perform the requested service. It is the responsibility of the co-owner to make every effort to schedule access to a unit if needed to perform the service. Please note that if the requested maintenance involves a problem that can deteriorate over time and/or possibly develop into a more serious problem, the co-owner is required to make available immediate access to the unit for repair if need be. In the event that the ASSOCIATION is not allowed access or has no ready means of access when needed, the ASSOCIATION will take appropriate action to gain access to the unit in accordance with the provisions of the CONDOMINIUM DOCUMENTS and the costs of gaining access and any damage resulting are the full responsibility of the co-owner.

Emergency Service can be reported by telephone 24 hours a day. Again, please reference the address and telephone information outlined in Section 7. It is imperative that all co-owners notify the Property Management Company of an alternate source for a key to your unit in the event of an emergency. However, in the event of an emergency problem that requires immediate access to a unit, the contractor will be authorized by the Property Management Company to take whatever action is required to gain access to a unit, and the costs of such entry and any repairs necessitated thereby will be borne by the co-owner.

The Property Management Company and the Board of Directors request that all co-owners comply with the above procedures. Deviation from these procedures makes it difficult to administer the COMMUNITY maintenance program. **Please do not have direct verbal contact with the on-site maintenance supervisor to request maintenance service.**

The Property Management Company, the On-Site Maintenance Supervisor, and the Board of Directors review the Maintenance Log on a regular basis. The Property Management Company apprises the Board of Directors of the status of all monthly maintenance service requests. In the

event that the co-owner is not satisfied with the response of the Property Management Company, please send a letter outlining the problem to the attention of the Board of Directors at the address outlined in Section 7.2.

3.0 COMMUNITY RULES AND REGULATIONS

The CONDOMINIUM DOCUMENTS, specifically **Article VII of the Condominium Bylaws**, defines the general COMMUNITY restrictions. In addition, the Board of Directors has adopted specific rules and regulations (also known as policies) pertaining to the use of the recreational facilities and other areas of the COMMUNITY not specifically addressed or clarified by the CONDOMINIUM DOCUMENTS.

3.1 Community Restrictions

Following is a summary of some of the restrictions outlined in Section VII of the Condominium Bylaws along with Rules and Regulations that have been adopted by the Board of Directors. This list is provided to the co-owner as a convenient reference only as it pertains to those restrictions outlined in Section VII of the Condominium Bylaws. In the event of a conflict between the following and the Condominium Bylaws, the latter shall prevail.

Single Family Use. No unit may be used for other than single-family residential use and not for any commercial purpose. No co-owner shall carry on any business enterprise or commercial activities anywhere on the Common Elements or within the Units, specifically including for profit day care, adult foster care, nursing facilities, transitional housing and similar enterprises, except that co-owners shall be allowed to have home offices in their Units, provided the same (1) do not involve additional pedestrian or vehicular traffic by customers, users or beneficiaries of the services being performed and/or congestion within the Condominium, (2) do not utilize or involve the presence of any employees within the Unit other than the individual co-owner(s) and their families, (3) do not disturb other co-owners, (4) do not involve additional expense to the Association (such as utility charges and insurance), and (5) do not violate any other provision or restriction contained in the Condominium Documents, (6) do not involve the storage of bulk goods for resale, and (7) do not constitute a violation of any ordinances or regulations of the City of Novi.

Sale or Lease of Units. Prior to the sale or lease of a unit, a co-owner must provide written notice to the Board of Directors of the intention to lease or sell a unit. All rental or lease agreements must be submitted to the Board of Directors for prior review and approval. If necessary and as required by the Board of Directors, a co-owner may be required to include the Crosswinds West Lease Addendum to their proposed lease. Co-owners must notify the Board of Directors in writing of any change in ownership or occupancy within a unit and provide a forwarding address for communications.

Alterations and Modifications. No co-owner shall make alterations in exterior appearance or make structural modifications to the exterior of the unit or the Limited or General Common Elements without prior written approval from the Board of Directors (this includes, wood fences and storage enclosures for garden tools, summer furniture, garbage or wood). The addition of a screen door, iron porch railings, iron patio gates and iron fences are permitted. Please note that only two (2) storm door types and one (2) gate, fence and rail manufacturers have been approved by the ASSOCIATION. Please contact the Property Management Company for additional information. Internal modifications, such as finishing a basement or moving walls, are also subject to prior written approval by the Board of Directors. All work must be performed in accordance with local and state regulations and applicable building codes.

Satellite Dish Installations. The Board of Directors of Crosswinds West Condominium Association, in compliance with federal regulations, permits the installation of satellite dish systems on an individual basis until such time that the Association adopts a centralized satellite dish policy that will become applicable for all satellite dish reception connections thereafter. In the interim, co-owners of Crosswinds West may install a satellite dish in the limited common element areas designed for the exclusive use of each respective co-owner. Consequently, satellite dish installations are to be located in the limited common element courtyard as defined by the Master Deed.

In addition to the foregoing, the Condominium Association will permit satellite dish installations to occur in one specific general common element not designed for the exclusive use and enjoyment of each respective co-owner. The one specific general common element area where a satellite dish may be installed is strapped to the chimney chase above the roof line at its highest point without any portion of the satellite dish exceeding the height of the chimney chase for the respective unit of the involved co-owner. If a maintenance employee or contractor needs to take down the satellite dish for building maintenance or repair, it is the co-owner's responsibility to have the dish reinstalled.

In any instance, satellite dish connection wires and/or cables must be routed on the interior of the framed structures and may not be exposed or traverse any other general common element on the structure in any respect.

Finally, a simple Modification / Alteration Permit is to be completed and approved before the installation is scheduled.

Questions regarding this Satellite Dish Policy may be directed to the on-site Maintenance Supervisor, from whom you can obtain the Modification / Alteration Permit or to the Community Management Company.

Any co-owner wanting to build a deck or patio (brick, block or cement) within the patio area or wanting to enclose the patio area must submit plans to the Board of Directors for prior review and approval. Please remember that no permanent structure can be above 18" or porch level whichever is greater. Patio or decks that are constructed without approval and that are in violation of the CONDOMINIUM DOCUMENTS will be removed at co-owner expense or will subject the co-owner to legal action at the co-owner's expense. Please forward all plans and descriptions to the Property Management Company. Please contact MISS DIG (800-764-7661) to locate utilities (electrical, water, gas) prior to digging.

Conduct Upon the Community Premises. No immoral, improper, unlawful, offensive activity is allowed in a co-owner unit or the limited or general common cements.

Pets. A co-owner is allowed to keep one (1) domesticated animal as a pet. Written permission from the Board of Directors is required for more than one (1) pet. It is the responsibility of the co-owner to ensure that the pet is cared for and restrained so that no pet is obnoxious, aggressive, or offensive on account of noise, odor or unsanitary conditions. All pets must be on a leash and no pet shall be allowed to be loose on the Common Elements. Pets must be attended by a responsible co-owner at all times. The co-owner **must** immediately clean-up feces deposited by a pet. Any lawn, bush or tree damage caused by a pet is the responsibility of the co-owner. Any violation of this policy is subject to an immediate fine of \$50.00 per day for each day the violation is not cured. The ASSOCIATION will also assess a co-owner the cost to repair or replace any landscaping damage caused by a pet.

Use of Common Elements. The Limited or General Common Elements, including patios and carports, shall not be used for storage of supplies, materials, personal property, or trash at any time. Sidewalks, landscaped areas, driveways, roads, parking areas, porches and stairs shall not be obstructed in any way or used as a play area for children.

Common elements are described within the bylaws of the Association and refer to items such as wooden fences, cement walkways, roofing, siding, brickwork, etc. Limited elements are described within the bylaws of the Association and refer to items such as patios, porches, windows, sky lights, carports, garages, etc.

Window Treatments. All window treatments (curtains, drapes, shades, blinds) visible from the exterior shall be made or lined with material which is white or off-white in color.

Traffic, Vehicles, Garages, Carports and Parking. Street Traffic and Parking: All street traffic will proceed in an orderly fashion similar to that of a typical highway/street, maintaining vehicular traffic adjacent to the curb on the passenger side of the vehicle. Parking on any street surface (those surfaces other than parking lots, carports, garages, lawn areas, etc.) is strictly prohibited. Vehicles may be allowed to “stand” immediately adjacent to a curb for a period not to exceed 10 minutes for the sole purpose of loading or unloading of persons or personal property. All “standing” vehicles must be immediately adjacent to the curb and display its hazard warning flashers a “standing” vehicle does not necessarily have to have its motor running. All vehicles shall obey the posted speed limit of 15 MPH.

Access to Fire Hydrants: In accordance with state law, no vehicle or other personal property of any co-owner may be parked, placed, stored, located or otherwise be situated within 15 feet of any fire hydrant. Consequently, there is a 15-foot clear area surrounding each fire hydrant in the community.

City of Novi Fire Department / Police Department Authority: By adopting this fire safety plan, and providing same to the City of Novi Fire Department and Police Department, Crosswinds West Condominium Association hereby permits and otherwise conveys the Association’s authority to enforce any of the above restrictions as they relate to street parking, speed, fire hydrant access or any other posted traffic control instruction to the Novi Fire Department and/or Police Department.

Violations of Traffic and Parking Policy: All violations of this policy shall be processed in accordance with the remedy procedures outlined in the Condominium Bylaws and Michigan Condominium Act.

The Master Deed and Bylaws of the Association provide for the designation of a parking space that is appurtenant, and deeded, to each unit. The deeded parking space is designed to be the primary parking space used by the owner of each unit, and utilized by the owner on a consistent and on-going basis. The Master Deed and Bylaws also provide for undesignated parking spaces, which are designed to permit vehicle parking by additional family members, visitors and guests. These undesignated parking spaces are to be used on a first come, first served basis. In concert with the foregoing provisions, and as authorized by the powers vested in the Association’s Board of Directors, the following vehicle and parking rules and regulations are hereby adopted.

Each co-owner shall park one vehicle in their designated parking location (i.e. carport / garage).

Each family member, who has an issued state of Michigan driver’s license and who resides at the

co-owner's unit, may utilize one of the undesignated parking spaces to park his or her vehicle, provided that all other rules, regulations and restrictions are met. Therefore, there shall not be more vehicles parked in any designated or undesignated parking space per unit than there are licensed drivers residing in each unit.

All vehicles shall be registered with the Association's management company, on a form designed by the Association and provided to each co-owner. The vehicle registration form will require the name(s) and proof of driver's license for all residents who will be parking a vehicle in any designated or undesignated parking spaces. Upon acceptance of registration, the Association shall issue a parking permit for each qualifying vehicle. Violations of this restriction shall result in the vehicle being towed off of the Association's property at the unit owner's or vehicle owner's expense.

Vehicles may not remain unmoved, unused, stored or otherwise occupy an undesignated parking space for more than forty-eight hours. Violations of this restriction shall result in the vehicle being towed off of the Association's property at the unit owner's or vehicle owner's expense.

Vehicles may not be stored, abandoned, left inoperable, unlicensed or non-plated for any period of time. Violations of this restriction shall result in the vehicle being towed off of the Association's property at the unit owner's or vehicle owner's expense. No house trailers, commercial vehicles, camping vehicles, snowmobiles, boats or trailers may be stored or parked in the COMMUNITY except in enclosed garages (not carports) out of the view from the Common Elements. Unless you utilize the parking areas located near the pool and tennis court as your parking area to access your unit, please do not park in the parking areas located by the pool or tennis courts. Parking in these areas deprives co-owners living adjacent to these areas of open parking spaces.

Please keep garage doors closed when not in use. For the cleanliness of our COMMUNITY, please do not park vehicles which are leaking oil or other engine fluids in the unassigned parking areas or in the street as you will be charged for necessary repairs or clean-up.

Carports are for parking of passenger vehicles only and shall not be used for the storage of any items, including, without limitation, trash containers, storage of pet feces, bicycles, or firewood. Carports can be converted to garages with Board approval. Please contact the Property Management Company for information regarding specifications and authorized contractors.

Co-owners of the Association shall be permitted to park, but not store, one camping vehicle or camping trailer on the premises for a time period not to exceed 24 hours in length and in no instance encompass more than one overnight period. The parking of the camping vehicle or camping trailer shall be at a location to be requested by the co-owner and determined to be acceptable to the Board of Directors, in advance of the parking of the camping vehicle or camping trailer on the premises. The Board of Directors reserves the right to modify the approved parking location of the camping vehicle or camping trailer as it determines appropriate.

The Recreational Vehicle Parking Policy shall apply to both the request to park a camping vehicle/trailer upon the premises when embarking on and returning from various trips, or during seasonal storage routines. The Recreational Vehicle Parking Policy is not intended to provide an every other day parking location for camping vehicles and camping trailers or any reasonable facsimile thereof.

Prohibition of Dangerous Items. The use of firearms, air rifles, pellet guns, B-B guns, bow and

arrows, or other similar dangerous weapons or projectiles may not be used on the COMMUNITY premises. The storage of flammable or hazardous materials is prohibited. **Article VII Section 10 of the Condominium Bylaws.**

Landscaping. No co-owner shall perform any landscaping, plant trees, shrubs, flowers or place ornamental materials upon the Common Elements without an approved modification from the Board of Directors. Notwithstanding the foregoing, co-owners may plant flowers and shrubs within the patio area or the established flower beds appurtenant to their unit without Board of Director approval. Please remember to plant flowers away from the edge of the lawns to allow for lawn mowers and edging equipment to cut the lawn without damaging your flowers. Any landscaping performed by a co-owner and any such trees or shrubs planted by a co-owner, if and when approved if necessary, shall be the responsibility of the co-owner to maintain.

The definition of maintaining landscape materials shall include period pruning to prevent landscape plantings from resting on any fence, masonry brick wall, masonry brick pillar, masonry brick porch, or any other structure that may become damaged, or increase the cost of maintenance of such structures. In the event that such co-owner fails to adequately maintain such landscaping performed by the co-owner and any such trees, shrubs, or flowers planted by the co-owner to the satisfaction of the ASSOCIATION, the ASSOCIATION shall have the right to remove them or to perform such maintenance and assess and collect from the co-owner the cost thereof in the manner provided in **Article II of the Condominium Bylaws.**

The co-owner shall also be liable for any damages to the Common Elements arising from the performance of such landscaping or the planting of such trees or shrubs, or the continued maintenance thereof. Should access to any Common Elements of any sort be required, or should any landscaping interfere with maintenance or services provided by the ASSOCIATION, the ASSOCIATION may remove any obstructions of any nature that restrict such access and/or services and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved by the Board of Directors, that are damaged in the course of gaining such access and/or performance of such services, nor shall the ASSOCIATION be responsible for monetary damages of any sort arising out of any such actions.

In addition to the above, the Board of Directors and Management Company conduct a comprehensive property inspection in the spring of each year. The purpose of the inspection is to identify items needing maintenance, repair, or replacement and to either schedule the required corrective action if the identified item is the responsibility of the Association to maintain, repair, or replace, or to send notice to the co-owner(s) whom hold the responsibility to maintain, repair, or replace the identified item. The standard for inspecting such items which are the co-owner's responsibility to maintain, repair or replace, includes, but may not be limited to, the following:

All trees, shrubs, plants and flowers maintain at least 6" clearance from any structure, sidewalk, fence or roof.

Any bed that has been planted or modified by the current or previous co-owner is weeded, trimmed and kept neat in appearance by the current co-owner.

Ivy, vines or any similar plant material do not overgrow near sidewalks or up walls or structures. No plant is supported or grows up the building or any structure of it (i.e. porch posts, fences, walls, etc.), nor does it grow up any support which is close enough to the structure to allow contact and at least 6" clearance from structures is maintained. Branches do not hang over roof nor drop debris

onto it.

No modifications have been installed without approved by the Board of Directors.

Pet damage to lawns is properly repaired and no pet waste is present. Pet waste is not stored outside, such as in a bag or trash can.

For the safety of the community, trees and plants do not block lights and are pruned neatly and appropriate in size for proximity to buildings and structures.

Shrubs and plants are neat, healthy, and cared for with dead material removed.

All trees, shrubs, roses or similar items are pruned for neat appearance and to prevent over growth. All dead material removed.

Hedges are not resting or touching on fences or buildings (minimum 6" clearance at all times.)

Windows are not fogged.

Windows, window trim and window mullions (strips between glass) are in good repair and of proper style, pattern and type.

Iron gate is in good repair and properly maintained and painted.

Storm Door and Front Door are in good repair and properly maintained.

Screens are in good repair, properly attached with no visible tears or holes.

Window coverings are white or off-white in color.

No items are nailed to the structure, without an approved modification form.

Decorations are minimal and appropriate, no visible "Lawn Ornaments." No excessive clutter such as empty flower pots, multiple door decorations, shoes, yard tools, etc. are visible.

Patio, garage, carport or any exterior area are not used for storage of supplies, materials, personal property, or trash at any time.

There are no items obstructing the sidewalk, landscaping, porches or stairs in anyway.

No trash containers or trash of any kind is stored in the courtyard area.

No other unsightly or unusual items exist that would detract from the visual appearance of the community, damage any structures, or create any liability for the association.

Maintenance. Co-owners shall maintain their units and those Limited Common Elements for which they are responsible in a safe, clean and sanitary condition.

Signs. No signs, including "For Sale," or "For Lease," "Open," or similar signs, shall be displayed which are visible from the exterior of a unit or posted on the Limited or General Common Elements.

Violation of this restriction is subject to a liquidation fee of \$100.00 per day for each day posted without warning or notice and after satisfaction of the hearing requirement set forth in the Michigan Condominium Act, and the ASSOCIATION may remove and destroy such violate signs at co-owner expense. Co-owners may fly an American Flag no larger than 3' x 5'.

3.2 Community Recreational Facilities

The following rules and regulations for the use of the COMMUNITY recreational facilities have been adopted by the Board of Directors.

3.2.1 Pool and Cabana Rules

The pool hours of operation are 9 am to 10 pm and are posted at the Cabana. A key card provides access to the cabana. All co-owners whose accounts are in good standing will be allowed to access the pool. All co-owners with delinquent accounts must bring their account to current status prior to being able to access the pool.

Following are the Pool Rules adopted by the Board of Directors. Please note that many of the rules governing conditions of cleanliness, consumption of foods and beverages are based upon health standards set by the State of Michigan Department of Community Health. Co-owners in violation of these rules are subject to fine and/or denial of pool privileges.

Please enter the pool area through the cabana. Please close all cabana doors securely to discourage use by trespassers.

The pool is not attended by a lifeguard. Only qualified swimmers are permitted in the deep area of the pool. Swim at your own risk.

Use of the pool, pool area, pool furniture, pool bathrooms and showers, etc., is at your own risk.

The pool and general Cabana areas are monitored with surveillance cameras.

The ASSOCIATION is not responsible for lost or stolen property.

Only members of the COMMUNITY and their guests are allowed to use the COMMUNITY pool. Children age of 14 and under must be accompanied by a responsible adult at all times. All guests must be attended by an adult co-owner. The Board of Directors encourages all co-owners to report all trespassers to the Novi Police.

Only properly designated swimwear is permitted; no cut-offs. Infants must wear swim diapers at all time. Please shower to clean feet and remove suntan lotions before entering pool.

No running, "horseplay," throwing of balls or similar activities are allowed in the pool area or in the pool. Any person who is disturbing or irritating others may be evicted from the pool or pool area.

No diving into the pool.

No glass containers are allowed in the pool or pool area. No food is permitted in the pool.

No pets are permitted in the pool or pool area.

Please close all cable umbrellas when not in use to protect against wind damage. Return chairs and loungers to their original area when not in use.

No smoking is allowed in the pool, pool area, or restrooms.

Please keep restrooms clean.

3.2.2 Tennis Court Rules

The tennis court hours 8 am to 10 pm and are posted at the tennis courts.

Only members of the COMMUNITY and their guests are allowed to use the tennis courts. All guests must be attended by an adult co-owner. The Board of Directors encourages all co-owners to report all trespassers to the Novi Police.

The Tennis court code can be found in the Q1 newsletter or by contacting the management company. You will need to turn the lock set to the left to reset the code, enter the code and turn to the right to unlock.

The tennis courts are not to be used for any activity other than tennis.

Please be courteous to waiting players and limit game times to 1 hour.

Please be courteous to your neighbors and keep voices to a moderate level during evening play.

No glass containers are allowed in the tennis courts.

Pets are not permitted in the tennis courts.

Please pick up and dispose of all trash. Please dispose of any ball containers or container flip-tops.

3.3 Fines and Fine Schedule

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

Upon any such violation being alleged by the Board, the following procedures will be followed:

Notice of the violation, including the provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said co-owner at the address as shown in the notice required to be filed with the ASSOCIATION pursuant to **Article I, Section 3E, of the Condominium Bylaws.**

The offending co-owner shall be notified of a scheduled hearing before the Board of Directors at which the co-owner may offer evidence in defense of the alleged violation. The appearance before the Board of Directors shall be at its next scheduled meeting, but in no event shall the co-owner be required to appear less than 7 days from the date of the notice.

Failure to respond to the notice of violation or appear at the hearing constitutes a default.

Upon appearance by the co-owner before the Board of Directors and presentation of evidence of defense, or in the event of the co-owner's default, the Board of Directors shall by majority vote of a quorum of the Board of Directors, decide whether a violation has occurred. **The Board of Directors' decision is final.**

Upon violation of any of the provisions of the CONDOMINIUM DOCUMENTS and after default of the offending co-owner or upon the decision of the Board of Directors as recited above, the following fines shall be levied:

1 st Violation:	Warning Letter
2 nd Violation:	\$50.00
3 rd and Subsequent Violations:	\$100.00

The above fine schedule is not applicable to the "Sign Violation," the "Window Repair Violation," the "Trash Violation," or the "Pet Violation" all as set forth separately in these Rules.

The Board of Directors, without the necessity of an amendment to the Condominium Bylaws, may make such changes in said fines or adopt alternative fines, including the indexing of such fines to the rate of inflation, in accordance with duly adopted Rules and Regulations promulgated in accordance with **Article VI, Section 16 of the Condominium Bylaws**. For purposes of the fine schedule, the number of the violation (i.e. first, second etc.) is determined with respect to the number of times that a co-owner violates the same provision of the CONDOMINIUM DOCUMENTS, as long as that co-owner may be an owner of a unit or occupant of the Project, and is not based upon time or violations of entirely different provisions. Repeated violations of the same provision of the CONDOMINIUM DOCUMENTS, regardless of the time between such violations, will result in enhanced fines as stated in the fine schedule. Violation of different provisions will not result in enhanced fines. For continuing violation of the same provision, a new violation will be deemed to occur each successive week that the violation continues.

The fines levied pursuant to the above stated rules and regulations shall be assessed against the co-owner and shall be due and payable together with the regular monthly installment of the Annual Assessment next becoming due on the first day of the following month. Failure to pay the fine will subject the co-owner to all liabilities set forth in the CONDOMINIUM DOCUMENTS. All unpaid amounts shall further constitute a lien on the co-owner's unit, enforceable as set forth in **Article II of the Condominium Bylaws**.

4.0 GENERAL INFORMATION

4.1 Garbage Storage and Garbage Pick Up

The ASSOCIATION prides itself on the attractiveness of Crosswinds West. Therefore, the ASSOCIATION has adopted a strict policy regarding the storage of trash containers and the placement of trash for pick up. Each individual co-owner is responsible for the storage of weekly trash. This can

only be stored in a co-owner's unit or in a garage. Trash is not to be stored in open carports or patio areas. Open storage of trash is subject to the foray of wild animals, leading to trash littering the COMMUNITY and additional ASSOCIATION costs to provide the clean-up. The open storage of trash is also a discourtesy to your neighbors.

The ASSOCIATION has designated areas for the placement of trash for pick-up adjoining the mailboxes throughout the COMMUNITY. Please do not block access to the front or back of mailboxes.

Please remember that collection day will be postponed by one day if a holiday falls on a prior weekday or on the day of collection. For example, currently collection day is Friday. Collection day will be Saturday if a holiday falls on a Friday. The Maintenance Supervisor will place signage at both entrances to indicate delayed trash pick-up.

To discourage problems with animals, trash must only be placed out for pick-up on the morning of collection day, no earlier than 5:00 am. Please make alternate arrangements for placement of trash for pick-up in the event of your absence. Co-owners in violation of this restriction are subject to an immediate \$50.00 fine for each violation, without warning and after satisfaction of the hearing requirement set forth in the Michigan Condominium Act.

The ASSOCIATION encourages all co-owners to use garbage bags. Please do not place any loose items out for pick-up that may be scattered throughout the COMMUNITY by the wind. All trash containers must be retrieved by co-owners on the day of trash pick-up. Trash containers left out will be collected by the on-site maintenance supervisor for proper disposition.

The co-owner must make arrangements for the removal and disposal of appliances, carpeting, furniture or other large objects. The Novi Department of Public Works will only accept large appliances and scrap metal. The DPW is located at 26300 Delwal Drive, north of Eleven Mile Road between Town Center Drive and Meadowbrook. In addition, the co-owner is responsible for the appropriate disposal of hazardous or flammable chemicals, paint, motor oil or other items not suited for landfill disposal. Any fines assessed to the ASSOCIATION due to a co-owner violation will be charged to that co-owner.

4.2 Garage Sale

The ASSOCIATION may sponsor a COMMUNITY Garage Sale once a year in the spring. If held, the ASSOCIATION will provide for the advertising of this event in local publications and the Board of Directors will provide written notification regarding dates and times in advance. Individual garage or basement sales are prohibited.

4.3 Newsletter

The Board of Directors publishes a community newsletter to all co-owners on a quarterly basis. The newsletter provides a forum to distribute information regarding COMMUNITY projects, policies, announcements and other information. The newsletter is distributed via email the last week of every quarter. Limited copies are available at the cabana. The Board of Directors encourages COMMUNITY participation in the development of the newsletter. Co-owner involvement may include guest columns, club information or activity planning. Please send any suggestions, comments or information to the attention of the Newsletter Editor at the address listed in Section 7.2.

4.4 Recycling

The City of Novi has a Recycling Center located at 26300 Delwal Drive, which is north of Eleven Mile and west of Meadowbrook Rd. The Recycling Center is a “drop-off” facility for all Novi residents and is open during daylight hours. The Recycling Center will accept newspaper, glass, steel or tin cans, aluminum, plastic.

4.5 Window Maintenance

The repair and replacement of windows and doorwalls are a co-owner responsibility as defined in the Master Deed. The original installed windows have imitation “mullion strips” between the window panes. This tape deteriorates with age and exposure to sun. In addition, the seal of these windows may break causing fogging and condensation. In accordance with the Master Deed, it is the responsibility of the co-owner to replace all defective window panes in a timely manner. Co-homeowners that fail to comply will be served with a written notice requiring that repairs be made within 90 days of notification.

Any co-owner that fails to comply with this written notification will be assessed a fine of \$50.00 the first month and \$100.00 per month, thereafter, until replacement windows are installed without further warning or notice, and after satisfaction of the hearing requirement set forth in the Michigan Condominium Act..

4.6 Winterizing

The outside water spigot should be drained prior to the first freeze to avoid pipe damage. You should turn off the interior water shut-off valve leading to the outside spigot. Then turn on the outside spigot until all water drains from the valve. Covering your air conditioner compressor with a plastic cover during the winter is also recommended.

Units that have been vacated for any purpose must be properly, and preferably professionally, winterized to protect from frozen water pipes which rupture and can cause significant damage. If not winterized, all vacant units must have fully operational utilities with the thermostat set to a sufficient temperature to prevent water pipes from freezing.

Ice melt is available in marked containers (marked “Salt”) located throughout the COMMUNITY for co-owner use. Please do not use solid porch coverings or mats that do not allow air flow. These types of porch coverings cause “spalling” (shallow pits and holes). Please make certain that you firmly replace the cover of the salt containers after each use.

5.0 INSURANCE INFORMATION

There are two insurance policies of interest to the co-owners: 1) the ASSOCIATION insurance policy and 2) co-owner condominium insurance policy. The ASSOCIATION maintains a comprehensive and liability insurance policy. The ASSOCIATION insurance policy provides coverage for all the buildings and common grounds to be maintained by the ASSOCIATION. A co-owner condominium insurance policy provides coverage of a co-owner's personal property, improvements and personal liability protection.

5.1 Association Insurance

The ASSOCIATION insurance covers all buildings and common grounds that are the responsibility

of the ASSOCIATION. In the event a loss occurs, the buildings will be rebuilt with standard units as originally constructed, not including betterment's and improvements made by the developer or the co-owner. This policy covers claims due to fire, wind, vandalism, hail and certain types of water damage. In addition, the policy provides liability insurance in case of personal injury on the common cements. Normal insurance exclusions such as wear and tear, flood, earthquake, mold, personal possessions of the co-owner, personal liability the co-owner, are of applicable

If a co-owner believes he/she has a claim, please contact the Property Management Company. A co-owner may also request a certificate of insurance from the Property Management Company.

5.2 Co-owner Insurance

It is strongly recommended that all co-owners have a Condominium Owner Insurance Policy. This type of policy is generally referred to as a "Form 6 Policy." This insurance policy generally provides protection of the co-owners possessions, betterments and personal liability claims. This policy generally includes replacement protection for furniture, appliances, clothing, jewelry, etc. Many policies include limits for coverage of jewelry, furs, computers, and may require optional coverage to be fully insured. In addition, additional insurance may be required for betterments and improvements including wall and floor coverings and finished basements. Liability insurance provides protection from personal injury claims within your unit, porch or patio area. Please contact your insurance agent for additional information.

6.0 SPECIFICATIONS

6.1 Windows

The following are the specifications for replacement windows.

- Terratone color windows with Brown 190 trim (buildings with Aluminum siding) and Herringbone 819 trim (buildings with new Dutch lap siding)
- Terratone muntin bars 5/8 of an inch if existing (4 over 6 count for 8 ft. door walls)
- Upstairs windows can either be double hung or double slider style
- Metal mulls in walk out bays are replaced with wood mulls
- Must be mini trim and stay inside J channel

Wallside is a preferred supplier and can meet all specifications. Be sure to get an approved modification form before work begins. Color chips to match the Wallside terratone can be found at the cabana.

6.2 Front Doors & Screen Doors

Front doors and screen (storm) doors to each condo must be in compliance with the currently approved models and styles that are approved by the Board of Directors. As of August 16, 2016, the following brands, styles and configurations are approved and allowed within the community. Should you not comply with the exact models of storm and front doors as listed below, you will be held responsible to correct the matter at your own expenses within 30 days.

Screen (Storm) Doors:

- Anderson 3000 Series: Full view with Clear Glass – Bronze Color.
- Anderson 3000 Series: Self Storing with Clear Glass – Bronze Color.

Front Doors (Steel):

- JELD-WEN: Entry Door 6 panel steel door (no window) with brickmould.
 - Model # THDJW166100278
- JELD-WEN: Entry Door 4 panel steel door with wagon wheel window and with brickmould.
 - Model # THDJW184500211

Front Doors (Fiberglass):

- JELD-WEN: 6 panel fiberglass door (no window) with brickmould.
 - Model # 703183
- JELD-WEN: 4 panel fiberglass door with wagon wheel window (fan lite) and with brickmould.
 - Model # Z000322L

Front Door Colors:

- Sherwin Williams - Outback Brown SW2055
- Sherwin Williams - In The Navy SW9178
- Sherwin Williams - Tricorn Black SW6258
- Sherwin Williams - Sun Dried Tomato SW7585

*Paint color codes are subject to change should Sherwin Williams re-classify their color code organization.

6.3 Gates

The Association has two styles of gates that are permitted within the community. One of which is an iron configuration that was installed when the Association was developed and is done so in black paint with a grape leaf pattern on the sides and black vertical bars. Currently, House of Iron has been approved to recreate that gate configuration in iron and can be reached at 313-532-2282.

The second and last approved style of gate is done in aluminum and differs in style from the iron option list above. The aluminum configuration is manufactured by Ultra Aluminum Manufacturing and can be reached at 800-656-4420. This aluminum option is estimated to cost around \$950.00 - \$1,150.00 + installation costs (pricing as of August 2016).

The approved style for the aluminum gate is as follows:

- Aluminum gate in black with large fleur-de-lis with three points.
- Baskets on every other vertical rail.
- Steel hinges that are adjustable in black color
- Steel locking hinge that locks both sides of the gates together.



Please see sample image of aluminum to the right.

6.4 Exterior Lights

When it comes time to replace the small wall coach light that is attached to either the left or to the right of the front door to the ranch units, the following is the approved light that can be found at Home Depot and other participating retailers.

Wilkerson 1 Light Black Outdoor Wall Mounting: approximately \$40.00, available at Home Depot and Amazon.com.

When it comes time to replace the small overhead coach light that is attached to the overhang for the second story of the townhouses units and is directly above the townhouse porch, the following is the approved light that can be found at Home Depot and other participating retailers.

Home Decorator Collection – Brimfield 2-light Aged Iron Outdoor Flush Mount Light: approximately \$40.00, available at Home Depot and Amazon.com.



7.0 HOUSEHOLD HINTS

7.1 Air Conditioning Maintenance

Visually inspect your air conditioning compressor located outside your unit on an annual basis. It is important that the unit is stable and level. Soil erosion may cause the compressor to “hang” by the plumbing. This can damage the compressor and lead to costly repairs. Place patio blocks or additional soil under compressors as may be required. Covering your compressor in the winter with a plastic cover may increase the life of the compressor.

In the event of loss of cool air from the air conditioning, check that the compressor is running. The

compressor is equipped with an external fuse box that may require a new fuse. If the compressor is running and no cool air is expelled, the Freon may have to be recharged by a professional contractor. The air conditioning will cause condensation of water that is normally discharged via PVC tubing into the basement drain.

7.2 Circuit Breakers

The circuit breaker panel for ranch units is located inside on the basement outside wall towards the rear of the unit. The circuit breaker panel for colonial units is located outside on the nearest outside side wall near the electrical meters. A circuit break will “trip” in the event that the wiring circuit amperage capacity has been exceeded. This is due to too many electrical devices on a single circuit. Small appliances with heater elements such as toasters, hair dryers, electrical curlers, curling iron, clothes iron, space heaters are usually responsible for circuit breakers tripping. In some cases the device may be defective and should be replaced immediately.

The following steps should be performed to reset a “tripped” circuit breaker: 1) unplug or turn off unnecessary devices, 2) identify the “tripped” breaker by the position of breaker handle (the handle will be in the tripped position which is neither the on or the off position), 3) turn the breaker to the "off" position, and 4) turn the breaker to the "on" position. **Never touch the circuit breaker panel in the event of basement flooding at risk of electrocution!**

7.3 Furnace Maintenance

Furnaces should be inspected on a periodic basis. Replace dirty furnace filters as often as required. A clean filter will reduce your heating costs, increase air flow and minimize dust. Arrange to have your furnace cleaned by professionals on a regular basis. The furnace burners are lit from an electrical igniter that makes a “clicking” sound. If a furnace does not ignite, contact a professional contractor. **Call Consumers Energy (800-477-5050) immediately in the event of a noticeable gas smell which indicates a gas leak.**

7.4 Garbage Disposal

The garbage disposal unit may jam from time-to-time. To free a jam follow this procedure: 1) turn the garbage disposal off, 2) unplug the disposal from the outlet beneath the sink, 3) place the disposal wrench into the bottom of the disposal unit, 4) manually turn the wrench to clear the jam, 5) remove the wrench and reset the disposal circuit breaker located on the bottom of the unit, 6) plug the disposal into the outlet, and 7) turn on the disposal. This process may be facilitated by pouring cooking oil into the disposal. Disposal wrenches are available at most hardware stores.

7.5 Hot Water Heater

Hot water heaters should be inspected on a periodic basis much like the furnace. In the event of loss of hot water, check the hot water gas burner and pilot light. There is a small access panel located at the bottom of the hot water heater. You should see flames from either the gas burner assembly or the pilot light. If neither is lit, follow the procedure on the hot water heater to re-light the pilot light.

7.6 Smoke Detector

Daylight Savings time should serve as a reminder to check your smoke detectors. All smoke

alarms should be replaced 10 years from their manufacture date. This date can be found on the back of your alarm. The chemicals inside the device that detect smoke diminish their protection over time, so even if your battery is good, your detector itself may not be.

Smoke alarms are powered by battery or by your home's electrical system. If the smoke alarm is powered by battery, it runs on either a disposable nine-volt battery or a non-replaceable 10-year lithium "long-life" battery. Alarms that get power from your home's electrical system, or "hardwired," typically have a back-up battery that will need to be replaced once a year, or if you lose power for 8 hours or more.

You should test your alarm's battery monthly by pushing the test button.

The Novi Fire Department (248-349-2296) is available, by appointment, to come and check your detectors for you. You will need to schedule an appointment for this. Replacing smoke detectors is the responsibility of the co-owner. For your safety, and that of your neighbors, please ensure that your detectors are current.

7.7 Sump Pumps

One unit in each building is equipped with a primary and a back-up sump pump. The ASSOCIATION will inspect the sump pumps on a regular basis. If you suspect that a sump pump is not working, please contact the Property Management Company immediately.

