

King's Cove Reference Manual

May 2015

Dear Resident's of King's Cove,

Welcome to all of our residents and any newcomers. As co-owners in King's Cove Condominium Association, we all have a responsibility in maintaining a high quality of life in our neighborhood.

To have a good, strong Association, it is essential we have good communication among neighbors, teamwork in solving our problems, and a continued willingness on all our parts to become involved to make King's Cove one of the best possible places to live.

Please take the time to review the Bylaws. Condominium living can be rewarding if all of us understand our Bylaws and respect the rights of our neighbors.

To achieve our goals for the future and solve problems that may arise, we need your help. Please consider running for the Board of Directors.

Every King's Cove co-owner should have a copy of the Bylaws and Master Deed. You should have received this when you purchased your unit. Copies are available on our website. They were updated in October of 2014 so please make sure you have a current copy.

There are new, strict rental requirements in the Bylaws. If you plan to rent your unit make sure you are in compliance.

Thank you and enjoy living at King's Cove.

Sincerely,

King's Cove Board of Directors
King's Cove Management Team

TELEPHONE DIRECTORY

EMERGENCIES.....	911
<u>FREQUENTLY DIALED NUMBERS</u>	
Rochester Schools.....	(248) 726-3000
Rochester Hills Public Library.....	(248) 656-2900
Rochester Hills City general Information.....	(248) 656-4600
Oakland County animal Control.....	(248) 391-4102
<u>ASSOCIATION NUMBERS</u>	
King's Cove On-Site Office..... (please leave a message if office is closed)	(248) 652-6424
King's Cove Maintenance Supervisor.....	(248) 652-3999
Maintenance Emergency After Hours.....	(800) 821-8800
AMI – Management Company.....	(586) 739-6001
Clubhouse Director.....	(248) 652-4446
<u>OTHER SERVICES:</u>	
Large Item Trash Pickup.....	(800) 858-0089
DTE Emergency.....	(800) 477-4747
Consumer's power Emergency.....	(800) 477-5050
Comcast.....	(800) Comcast
Police Department (non emergency).....	(248) 858-4911
Fire Department (non emergency).....	(248) 656-4650
WOW Cable.....	(866) 496-9669

HOW TO BE THE PERFECT NEIGHBOR

In King's Cove, it's easy to be the perfect neighbor, or in other words, to be the kind of neighbor you wished your neighbors would be. The following represents the biggest neighborly "gripes", and so, the greatest opportunities to improve neighborliness:

1. Be pet courteous! If your pet is outdoors, make sure it is on a leash- both dogs and cats. Clean up after your pet EACH AND EVERY time it soils. Possibly the #1 complaint received in the on-site office has to do with owners not cleaning up after their animals.
2. Be parking courteous! The city of Rochester hills banned parking on King's Cove Dr. and parking on lanes due to the fire code. We also have a bylaw that states you MUST use your garage and driveway to park your vehicles. Overflow parking areas are for guests and visitors only. You or occupants of your unit may NOT park in the guest spaces unless you have written permission from the Board to do so.
Please also remember no commercial vehicles, boats or recreational vehicles are allowed to be parked in King's Cove. Parking complaints are the second most common complaint!
3. Travel at a safe speed along King's Cove Drive! The speed limit is 25 mph.
4. Be home courteous! These are all the common sense things: watching noise levels; respecting the peace and tranquility of your neighbors;, especially during early morning or late night hours; keeping children and pets in designated play areas; keeping trash bagged and out of sight until trash pick up day; keeping your flower beds weeded and your deck and patio areas neatly maintained.

How do you rate on the neighborliness scale?

THE KING'S COVE CONDOMINIUM ASSOCIATION

What is a condominium?

The word condominium comes from a Latin word meaning "ownership" or "control". The owner of a condominium unit is responsible for maintaining and insuring everything within the walls of his unit (i.e., all personal possessions and within the walls upgrades). Everything else in the condominium project - the exterior walls, recreational facilities, parking lots - is commonly owned property. Unlike an apartment where rent is paid, the owner of a condominium unit holds a deed to his property and can build up equity. Also, the condominium is treated like other real estate for tax purposes. This allows the condo owner to enjoy some tax advantages of home ownership without the problems of outside maintenance.

Each owner of a condominium unit belongs to an association of co-owners. Each co-owner pays a monthly assessment or maintenance fee which is applied toward the maintenance of the common elements of the condominium project. King's Cove Association assessments cover a long list of items which is the reason behind the beauty and neat appearance of our community. In King's Cove, each unit assessment is determined by the percentage of value ownership attributable to that unit as determined by the builder/developer and listed in the Master Deed.

WE, THE CO-OWNERS

What is the King's Cove Association?

The King's Cove Association is composed of all persons owning units in King's Cove Condominiums. It is a private, non-profit organization in which all co-owners are automatically members and have certain rights and obligations.

The Association, through its Board of Directors, is given the responsibility of governing the affairs of the Condominium and actions of the residents as they affect other residents. This is done by providing for the collection of assessments, the management of the financial and administrative affairs of the association, and the physical maintenance and operation of the common elements, except for those limited common elements which are the responsibility of the co-owner to maintain.

The Association also enforces general rules and regulations and architectural standards, established communications, and provides common services such as trash collection.

According to our by-laws any owner renting their unit must provide copies of their rental agreement with King's Cove Management in the on-site office. This agreement must be a minimum of one year in length. The co-owner must provide their tenant with a copy of the by-laws and the tenant must sign off on reading the above. (See Rental Rule).

A “member in good standing” is one who has no outstanding financial obligations to the Association.

A “member in good standing” is entitled to the benefits of all facilities (pool, clubhouse, etc.). If a member is not in good standing they can be denied use of all facilities, is not entitled to participate in Association functions and is not permitted to vote.

Trash Removal – As of 5/06 King’s Cove regular trash removal day is Friday. All owners are asked to have trash at curbside by 7:00 am. Do NOT place trash out early, because we live so close to the woods, animals very often tear open and spread the trash. The clean up has been and is considerable. Also, trash put out the night before is an eyesore. As a matter of courtesy and respect please leave your trash in until Friday morning. Also please be sure to put any cans/ recycling bins away in a timely manner.

No yard debris may be placed out with your garbage. Call the maintenance office for pick up of these items.

For special large item pick up please call the trash removal company at (800) 858-0089. All costs are settled between you and the hauler. Co-owners are NOT permitted to use the construction dumpster by the clubhouse.

Maintenance Work – Blank work orders are available in the box next to the clubhouse door or in the on-site office. Make sure to write only one repair per work order and to fill it out completely. Place completed orders in the mailbox marked “communications”. You may retain the last copy for your records.

KING’S COVE MANAGEMENT

The Association employs a management company, Association Management Inc., to handle its day to day business including all financial, municipal, and legal affairs. King’s Cove maintains an On-Site office as a convenience to its co-owners. This office works in conjunction with AMI.

Among management’s responsibilities to the Association:

1. Assure that all monies flow into the Association’s bank accounts by collecting all regular and additional assessments due from the co-owners pursuant to the condominium by-laws.
2. Assist the Board of Directors in the collection of all delinquent assessments.
3. Disburse from the funds collected all monies to the Association – paid personnel, contractors, suppliers, etc
4. Furnish records to the Board of Directors which include: delinquency reports; financial statements and supporting schedules; other miscellaneous items such as the generation of monthly financial statements, and delinquency letters.

5. Aid the Board of Directors in maintaining the buildings and grounds of the development to the standards which are established by the Board of Directors. Report on a monthly basis to the Board of Directors regarding the maintenance condition of the development. Do all other necessary tasks which are reasonably required to maintain the development in conformity with such standards as the Board of Directors from time to time establishes.
6. With Board approval, enter into contracts for needed services for King's Cove.
7. Take action as may be necessary to comply 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 all forms, reports, and returns required by law in conjunction with federal and state income tax, and any other similar taxes.
10. Work with the Board of Directors in preparing recommended budgets for forthcoming fiscal years and operating within those budget guidelines.
11. Subject to the Board's approval, investigate, hire, pay, supervise, and discharge Association personnel.
12. Maintain complete, formal sets of books and records relative to the operation of King's Cove.
13. Send out by mail or otherwise, general flyers, communications, and the approved yearly budget to all members of the Association.
14. Administer all co-owner complaints and violations, in conjunction with the Board of Directors.
15. Administer all co-owner modification requests.

An effective management company does many things other than those listed above. It acts as an agent of the Board of Directors, assisting the Board since the Board members are not compensated for their tasks and duties. The management company must be bonded and has many limitations as to what it can do without first receiving Board approval.

The King's Cove On-Site Offices

Our on-site offices are located within the Clubhouse and include the maintenance office and the management office.

The maintenance office is the hub for all of King's Cove routine and special maintenance procedures. Due to the volume of work this office handles, especially during the active maintenance season please be patient.

If an emergency occurs after normal working hours, call the after hours telephone number. (See telephone listing). This is a 24 hour answering service and the operator will put you in touch with the proper repair service.

In accordance with Association documents, Association representatives have the right to enter a unit for emergency repairs and the maintenance of common elements.

Please consider leaving a key to your unit with management. Also, please make sure the office has up to date emergency information. If we are able to locate you quickly in an emergency a forced entry will not be necessary.

The Property Manger and Management Coordinator are located in the management office on-site. All co-owner business is handled here except for financial affairs. For any billing information please contact AMI.

The on-site office has many services available to co-owners such as notary services, fax availability, copying, long life light bulbs and more.

The Cove News is issued from the on-site office. If you would like to contribute an article or item of interest please contact the management coordinator. Advertising space is also available for a fee. Call the office for rates.

The Clubhouse Director is in charge of clubhouse rentals. Call for calendar and rate information. (See telephone listing)

Fees and Assessments

An assessment or monthly maintenance fee is the amount charged against each unit owner, based upon percentages of budgeted common expenses, to fund the operation, administration, maintenance and management of a condominium.

An additional assessment is a fee levied against unit owners to supplement the funded Reserves for the payment of major expenses related to the operation or maintenance of the condominium community.

According to our by-laws, all assessments levied by the Board of Directors against the co-owners to cover expenses of the administration shall be apportioned to and paid by the co-owners in accordance with the percentage of value allocated to each unit in the Master Deed.

The monthly Association assessment is due and payable on the first of each month. It is imperative for the financial stability of the Association and consideration for fellow co-owners that all assessments be paid on time.

Monthly assessment payments received or paid after the 10th of the month are late and the responsible co-owner will be charged the related administrative costs and the expense of collecting said fees, including attorney fees, etc. Co-owners with Association fees in arrears for two months or more will be subject to legal redress by the Association.

The management provides each co-owner with a supply of payment coupons and payment envelopes. Co-owners also have the option of having their monthly assessments automatically withdrawn from their accounts. If you are interested please contact AMI or the on-site office for the proper forms.

If you have a serious financial problem and cannot pay on time please contact our Property Manager immediately.

Modifications

A modification is any change in the design, appearance, and location of the limited or common elements. All co-owners are required to complete a modification form requesting the desired change. A member of the management team will inspect your property and approve any such requests.

Our management team is responsible for modifications in order to preserve the architectural integrity of the community. The Board of Directors, with Management and Association document guidance, establishes architectural control standards and is responsible for informing co-owners of such standards.

These standards are not intended to stifle the imaginative or creative desires of residents, but rather to assure that modifications are in compliance with established standards and ensure continuity throughout the Association.

With regard to installing optional decks or patios, only certain styles are allowed. There are strict requirements regarding space limitations, construction and terms set by both the City of Rochester Hills and the Board of Directors. Do not build a deck or patio without prior modification approval. Your structure may be removed at your expense.

As far as adding storm doors, porch railings, iron gates, and fences for patios, only certain styles are allowed. You must contact the Maintenance Supervisor for information and permission to install these items. Once again, if you put up an unapproved modification it will be removed at your expense.

The appeal of modifications decisions and final hearings regarding modification violations or exterior modification disputes is the responsibility of the Board of Directors.

Insurance

The Association, under its master policy, provides coverage for all common elements (buildings and land) based upon what is referred to as a "single entity" format. The Association's insurance policy thus covers all buildings and units **as they were originally constructed**. This includes all exterior and interior walls, floors, and ceilings as well as equipment and fixtures originally installed by the developer. **It does not cover any improvements or upgrades.**

All premiums for the insurance purchased by the Association according to the King's Cove by-laws are administrative expenses.

All co-owners should protect their contents and liabilities within their units by purchasing a condominium contents policy. The policy should include appliances, improvements, and betterments and personal belongings. Make sure to include an HO6 rider to your policy.

In the event of a loss, each co-owner must contact the Association either through its Property Manager or Board of Directors immediately after the loss occurs.

The Board of Directors

The King's Cove Board of Directors is composed of seven co-owners elected by the Association membership. All Board members serve without compensation.

Board members are elected at a special meeting of the owners called the Annual meeting. Each Board member serves a two year term and is elected on a staggered basis so not all members are up for re-election every year. This insures stability and continuity in the management of King's Cove operations.

According to the Master Deed, the Board of Directors shall have all powers and duties necessary for the management and administration of the affairs and maintenance of the condominium project as specified in the by-laws.

Please bear in mind that these people are your neighbors who are freely giving their time so that the entire Association may benefit. They are entrusted to enforce the regulations whether they may agree with them or not. They must base their decisions on what benefits the majority, not just a few people.

The Board of Directors works in conjunction with management whose responsibility it is to handle co-owner inquiries or difficulties, or modification requests.

When disagreements arise, make your feelings known in a constructive way. Constructive criticism is healthy. Undermining fellow residents in a divisive manner will only harm, not benefit, our Association.

King's Cove Association, Board of Directors **Financial Policies**

To fulfill its fiduciary responsibilities and to provide for the long term fiscal well being of King's Cove Association, the Board of Directors has adopted the following financial policies with respect to the business and operations of the Association.

These policies have been developed and are intended to guide the ongoing fiscal and financial affairs of Kings Cove, and represent the results of a detailed review and discussions of past, current and future financial activities of the Association:

1. It shall be the responsibility of the Board of Directors to develop, prepare and approve the annual operating budget of the Association, and to distribute copies of this budget to all co-owners not later than November 30th of each year. This budget shall be supported entirely by the assessment of expenses of administration to all co-owners.
2. The annual operating budget shall contain a contingency reserve account in an amount to be established each year during the budget process. This account is established to assure and to preserve the funds designated and budgeted for 'contributions to reserves' from being diminished by unanticipated or emergency expenditures which may arise and could not, therefore, be included in the budget as a specific expense. No expenses will be charged to this account, and it will serve as an offset to the over budget, unanticipated or emergency expenses reflected in other line item accounts. The status of the 'contingency reserve account' shall be

- reviewed each year by the Board of Directors during the budget process to determine requirements for the subsequent fiscal year.
3. The Board of Directors is responsible for maintaining and assuring necessary funding for the long range reserve fund, as required in the by-laws of the Association. It shall be the policy of the Board of Directors to review, revise (when necessary) and approve the required 10 year projection each year, including the 10% contingency reserve which is also a by-law requirement. This contingency reserve is required to absorb overruns in the expenditures (major repairs, replacements or emergency expenditures) planned in the ten year projection, and no expenses will be charged to this account.
 4. As required by the by-laws, it shall be the policy of the Board of Directors to adequately fund the reserve plan, annually, from the operating budget, in an amount necessary to provide for all reserve fund projections and the emergency repairs and cash flow requirements of the Association.

LIVING WITHIN THE LAW

All King's Cove co-owners, when closing on their units, should have received a copy of the Master Deed, which would include the Condominium Association By-laws. Additional copies are available in the on-site office for a fee.

Your purchase of a unit in our community legally obligates you and/or your tenant to comply with the 'deed restrictions' that are contained in Article VI of the by-laws. In addition, you are obligated to comply with the rules and regulations promulgated by the Board of Directors in connection with the Association.

Rules and regulations are soundly based upon condominium law for the state of Michigan. Note also that the co-owners revised and updated the by-laws in 2005. The information contained herein reflects those changes.

Knowledge of the deed restrictions and your rights and responsibilities as a co-owner in King's Cove Condominium Association will enhance your enjoyment of the Association and improve its overall quality.

If you are in violation of any restriction in the Association by-laws, you are in violation of a deed restriction which is enforceable through a court order at your expense, not the Association's.

If you are advised in writing that you are in violation of a deed restriction, you are expected to comply immediately.

What is the procedure if a co-owner is in violation of a deed restriction?

1. All complaints registered by a co-owner in good standing must be placed in writing – on our complaint form available at the on-site office. You must include the name and address of the violator and as much pertinent information as possible. Describe events, names, and dates. If a pet is involved, describe the breed, color etc. If a vehicle is involved give details such as license plate #, make, model, color etc.
Complaint correspondence is kept confidential. Please sign your name so

that the complaint can be verified and investigated. We cannot act on unsigned complaints.

2. Upon receipt of the first complaint, management will verify the circumstances (if possible) and send the violator a first letter. Immediate correction will be requested. If a reasonable length of time passes after the first complaint (normally, about 2 weeks), and the co-owner continues to be in violation, management must be contacted again, in writing.
3. The receipt of a second complaint for the same infraction will result in a second letter being sent. Management has the authority to assess fines for uncorrected actions (or inaction). If you feel you are not in violation of the rules you should contact the Property Manager immediately.
4. If a third complaint is registered, management will assess the appropriate fine and advise the co-owner that immediate corrective action is required, or further, increasing, fines will be assessed. The fine will be assessed to the unit account and is due and payable with the following month's maintenance fees. The co-owner may appear before the Board of Directors to explain, challenge, or deny the facts as alleged in the complaint.
5. If a further complaint is registered for the same offense, and the co-owner has not contested the fine before the Board, management will assess an additional fine. The co-owner shall be notified of the additional fine and advised the fines represent amounts due and owing the Association and, if not promptly paid, will be turned over to the Association's attorney for collection action, to include, if necessary, the placement of a lien on the co-owner's property. The co-owner shall also be advised that continued violations of this same rule will necessitate the initiation of appropriate legal action in a court of law to obtain compliance with the existing rule. The co-owner will be advised he may appear before the Board to demonstrate why further legal action should not be taken.
6. Continued failure to cease violations by the co-owner will result in the initiation of the appropriate due process procedures and remedies available to the Association to obtain compliance.
7. In general, if you witness any type of harassment, vandalism, reckless driving, trespassing, or other types of disturbances that warrant action by our local law enforcement agency, please contact the Oakland County Sheriff immediately.

Current Fine Structure: 1st Offense: \$50.00, 2nd: \$100.00, 3rd: \$500.00. These fines are subject to change at the discrepancy of the Board of Directors.

Maintenance: Exterior Alterations

Article VI – Section 3. “No co-owner shall make alterations in exterior appearance or make structural modifications to his unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the common elements – limited or general, without the expressed written approval of the Board of Directors including (but not by way of limitation) exterior painting or the erection of antennas (except those antennas

referred to in Section III B below), lights, aerials, awnings, doors, shutters, or other exterior attachments or modifications, nor shall any co-owner damage or make modifications or attachments to common element walls between units which in any way impairs sound conditioning provisions. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the condominium.”

The Common Elements

Exactly as the name suggests, the “common elements” are those areas within the boundaries of a condominium community, but outside the individual units, shared in common by all co-owners.

Section 16. “Each co-owner shall maintain his unit and any limited common elements adjoining thereto for which he has maintenance responsibility in a safe, clean, and sanitary condition. Each co-owner shall also use care to avoid damaging any of the common elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits or systems and any other elements in any unit which are appurtenant to or which may affect any other unit. Each co-owner shall be responsible for damages or costs to the Association resulting from damage to any of the common elements by him, or his family, agents, or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible co-owner(s) in the manner provided in Article II hereof.”

Please Remember:

- Children/ adults when at play should use recreation areas and facilities provided near the Clubhouse to avoid complaints and abuse of the common elements.
- The gabion walls (constructed of rock filled wire baskets), and all timbered walls located on King’s Cove property for soil retention purposes are not recreational areas. All persons are to keep off the walls to avoid injuries or damage to walls.
- The common lawn areas of King’s Cove are owned and shared by all co-owners and their families. No one has an individual front, back, or side lawn, except the limited common element of a deck or patio.
- Field games such as football, baseball, soccer, etc. are strictly forbidden on common areas.
- When using common areas, please keep a reasonable distance from other residents units, patios, windows, etc. Please keep noise to a low level.

Landscaping

Section 14. "No co-owner shall perform any landscaping or plant any trees, shrubs, or flowers or place any ornamental materials upon the common elements unless approved by the Association in writing."

Please remember co-owners are responsible for maintaining any flower beds they have planted.

Personal Conduct

Section 4. "No immoral, improper, unlawful, or offensive activity shall be carried on in any unit or upon the common elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the co-owners of the Condominium; nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. No co-owner shall do or permit to be kept in his unit or on the common elements, anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition."

Please remember:

- You and your guests are living in a multi family situation. Consequently, noise has a tendency to travel. Your consideration of others will be greatly appreciated.
- Get to know your neighbors, if for nothing more than to establish a building security system where you look after each other.
- If you have a disagreement with your neighbor, try and work it out with them on a one to one basis. In this respect, condominium living is no different from single family living.

Firearms

Section 9. "No co-owner shall use, or permit the use by any occupant, agent, employee, guest, or other member of his family of any firearms, air rifles, pellet guns, BB guns, bows or other similar, dangerous weapons, projectiles, or devices anywhere on or about the Condominium premises."

Sales/ Advertising

Section 10. "No signs or other advertising device shall be displayed... on the common elements, including For Sale signs, without written permission from the Association."

Soliciting or peddling is not allowed on King's Cove property.

Exterior Housekeeping

Section 15. "No unsightly condition shall be maintained upon any balconies, porches or patios, and only furniture and equipment consistent with ordinary

balcony, porch, or patio use shall be permitted to remain there during seasons when balconies, porches, or patios are reasonably in use, and no furniture or equipment of any kind shall be stored on balconies, porches or patios during seasons when balconies, porches or patios are not reasonably in use.”

Please remember:

- At the present time, exterior television or cable wires, antennas, clotheslines, unapproved satellite dishes, fences or doghouses are not permitted.
- Please keep your post lamp lit. Replacing a burned bulb is the co-owners responsibility. It is vital to security. Long life bulbs are available for a fee from the on-site office. Only clear or frosted bulbs are allowed.
- All deck, balcony and patio surfaces are the responsibility of the co-owner to maintain.

Pets

Section 5. “No animals, including household pets, shall be kept without the prior written consent of the Board of Directors which consent, if given, shall be revocable at any time by the Board. Any pets permitted to be kept in the condominium shall have such care and restraint as not to be obnoxious on account of noise, odor, or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the common elements, and any animal shall at all times be attended by some responsible person while on the common elements. Any person who causes an animal to be brought or kept on the Condominium property shall indemnify and hold harmless the Association for any loss, damage, or liability which the Association may sustain as a result of the presence of such animal on the Condominium property.”

Please remember:

- Pets must be attended at all times while on the common grounds.
- Pet owners must have their pets under control at all times, which includes noise control such as objectionable barking, whether inside or outside a unit.
- Co-owners are asked to please walk their pets away from the common grounds when the pets need to relieve themselves. Each co-owner is responsible for cleaning up any deposits made by the pet on the common elements (lawn, sidewalk, driveway, all roadways, etc.) Please carry a scoop and bag when you walk your pet.
- Please do not let your pet relieve themselves directly around other co-owner’s units.

Parking

Article VI, Section 8. No house trailers, commercial vehicles, vehicles with commercial plates, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than automobiles may be parked or stored upon the premises of the Condominium, unless parked in an area specifically designated therefore by the Association. Co-owner(s) shall park their automobile(s) in their garage. If the number of automobiles owned by the co-owner(s) exceeds the available garage space, the additional automobile shall be parked in the co-owner's driveway, unless deemed unsafe by the Board of Directors. Any additional automobile may be parked in the common element parking spaces, but only after the Co-owner(s) receives written permission from the Board of Directors. Commercial vehicles shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. For purposes of this section, commercial vehicles shall be defined in the same manner as defined in Section 21.14 of the City of Rochester Hills Zoning Ordinance, as may be amended, or as may be defined by the Board of Directors of the Association upon at least sixty (60) days written notice to the co-owners. In the event there arises a shortage of parking spaces, the Association may further allocate or assign parking spaces from time to time on an equitable basis. The Association may assign general common element parking spaces for the use of Co-owners of a particular unit or units in an equitable manner in the event that there arises a shortage of parking spaces in the Condominium project. Violation of any parking restriction shall authorize the Board of Directors to assess fines pursuant to Article XI, Section (d) of these bylaws.

Please remember:

- Garages are intended for parking, not storage.
- Do not under any circumstances modify your garage without prior written permission.
- Do not park in Fire Lanes or anywhere along King's Cove Drive. You will be ticketed.

KING'S COVE CONDOMINIUMS **RENTAL RULE**

All landlords **must** supply the King's Cove on-site office with the following information within 30 days of a new tenant moving in and/or a lease renewal or the landlord will be subject to a one hundred dollar (\$100.00) fine for each month of non-compliance with this rule.

1. The name, address, and current active telephone numbers of the owner of the unit.
2. Copy of the executed lease agreement (a Bylaw).
3. The names of all tenants/occupants residing in the unit and current active telephone numbers of the tenants.
4. A signed letter from the tenants stating that they have read the King's Cove Condominium Association's Bylaws and the Rules and Regulations and they agree to abide by these documents. A copy of an approved form letter will be available at the on-site office for the landlord to use if he or she so chooses.

This rule covers all existing and future rentals. Compliance **must** take place within fifteen days of lease signing or the landlord will be subject to a one hundred dollar (\$100.00) fine for each month of non-compliance with this rule.

KING'S COVE ASSOCIATION CLUBHOUSE RENTAL AGREEMENT

Organized activities or business meetings of the Association shall take precedence over individual reservations.

The Clubhouse may only be rented by residents in good standing with the Association. Resident(s) who are delinquent in paying monthly assessment fees, or any special assessment fees, and/or renters whose unit is similarly delinquent or has failed to file a current lease agreement with the association, are ineligible for Clubhouse rental.

Reservations must be made at least one month in advance, and the payment received by the Clubhouse Director at least two (2) weeks in advance of the party in order to secure your date. The check should be made payable to: **King's Cove Association**, and mailed or hand delivered to our Clubhouse Director: Ms. Nancy Klavons, 1237 Candlestick Lane, Rochester Hills, MI 48306. Phone (248) 652-4446. **You must include your signed contract with your check. No keys will be issued otherwise.**

The resident responsible for the reservation of the Clubhouse must be in attendance at all times at a private party, and anyone under 18 years of age must be accompanied by a parent or authorized adult.

The resident is also responsible for reporting any damages to the Clubhouse Director or on-site office immediately. The renter will be advised of any damages determined during cleaning or inspection within ten (10) days of the rental date. The renter will be held responsible for all damages in excess of the retained security deposit. Any and all repairs will be accomplished by the Association, all costs will be the responsibility of the resident, and must be paid within ten (10) days of notification.

Keys may be picked up the day of the function, and must be returned no later than noon the following day. All functions must formally end no later than 1:00 a.m. If a complaint is registered with either a co-owner or the police, the party may be concluded by notice of the Clubhouse Director. The Association retains the right to terminate the function at any time.

The Clubhouse will be cleaned by the Association, and rental fees are as follows:

1. 1-50 guests: \$250.00 which includes a \$100 security deposit, cleaning fee and rental fee.
2. 51- 143 guests: \$275.00 which includes \$100 security deposit, cleaning fee and rental fee.

The on-site office will refund the security deposit (\$100) at the beginning of the month following the month in which the party was held, provided there are no charges for damages, extra cleaning or other reasons.

The renter will be responsible for any and all charges which result from the Clubhouse alarm being improperly activated. (Please see separate page regarding the alarm system.)

King's Cove Condominium Association Recreational Area Rules and Regulations

The Recreational Area is for use by the King's Cove Association's co-owners and renters with a signed lease **on file** in the on-site office. All persons using the Recreational Area do so at their own risk and the Association will not be responsible for injuries sustained in the Recreational Area.

1. Recreational Area Use: The Recreational area including the basketball court, play equipment, and picnic tables are for use of responsible co-owners/renters only. The Recreational Area is for recreational use only, charging for lessons, holding tournaments, fund raisers, parties, etc. is not allowed without expressed written permission from the Board of Directors.
2. Guests: Guests may use the Recreational Area only when accompanied by a responsible co-owner/renter.
3. Children: All children twelve (12) years or younger must be accompanied by a co-owner/renter or a supervisor at least sixteen (16) years old.
4. Food & Beverages: No alcoholic beverages are permitted in the Recreational Area. No glass containers are allowed in the Recreational Area, food and beverages must be in non-breakable containers only.
5. Hours: The Recreational Area closes at sunset. Use of the Recreational Area will only be allowed between 8:00 a.m. and sunset each day. No artificial lighting may be used to illuminate the Recreational Area past sunset.
6. Smoking: Smoking is not permitted by persons less than eighteen (18) years of age in the Recreational Area.
7. Safety: Persons using the Recreational Area are expected to behave so as not to endanger the safety of other people. The basketball court is to be used for basketball only, roller blades, skate boards, scooters, bicycles, etc. are not allowed on the court. Play equipment is designed for the use by children, teenagers and adults should not use this play equipment.

King's Cove Condominium Association Swimming Pool Rules and Regulations

The swimming pool is for use by the King's Cove Association's co-owners and renters with a signed lease **on file** in the on-site office. All persons using the swimming pool do so at their own risk and the Association will not be responsible for injuries sustained in the swimming pool and/or swimming pool area. A lifeguard **will not** be on duty at the pool.

1- Hours: The pool will be open from 12:00 noon to 8:00 p.m. weekdays and from 11:00 a.m. to 8:00 p.m. on weekends and holidays. The opening and closing of the pool during inclement weather shall be the decision of the pool attendant and be in accordance with the Oakland County Health Department's rules on inclement weather.

2- Starting in 2007 all co-owners, including children old enough to be unsupervised at the pool, will be required to have a pool photo ID. These will be made and distributed at the on-site office.

3- Guests: Guests must be accompanied by an **ADULT** co-owner/renter at all times. There is a limit of three (3) guests per Adult co-owner/renter (per unit). Pool attendants have the authority to use discretion in allowing more than three (3) guests per unit, with the understanding that the privilege can be rescinded if the swimming pool and/or swimming pool area becomes crowded.

4- Children: All children twelve (12) years or younger must be accompanied in the swimming pool area by a co-owner/renter or a supervisor at least sixteen (16) years old. Proper swimming attire must be worn. **ONLY SWIM DIAPERS WITH PLASTIC PANTS ARE ALLOWED TO BE WORN IN THE POOL.** Swimming diapers will be allowed as long as the co-owner/renter assumes full responsibility for any costs involved in sanitizing the swimming pool should it be soiled.

5- Health: Persons using the swimming pool are expected to behave so as not to endanger the health of other people. Before entering the swimming pool, persons must shower using soap to remove oils and lotions. Persons who are ill or have open skin wounds will not be permitted to enter the water. The pool attendants will enforce all of the Oakland County Health Department's rules on health.

6- Safety: Persons using the swimming pool are expected to behave so as not to endanger the safety of other people. Pool users are prohibited from running, rough play, using floatation devices, toys, and polluting the water. The pool attendants will enforce all of the Oakland County Health Department's rules on safety.

7- Food: In accordance with Oakland County Health Department's rules eating within the swimming pool area will be restricted to a designated area only. Food must be in metal, plastic, or paper containers.

8- Beverages: No alcoholic beverages are permitted in the swimming pool or in the swimming pool area. No glass containers are allowed in the swimming pool or in the swimming pool area, beverages must be in metal, plastic, or paper containers.

9- Smoking: Smoking is not permitted by persons less than eighteen (18) years of age in the swimming pool area or locker rooms.

10- Pool Use: The swimming pool is for recreational use only, charging for swim lessons, holding tournaments, fund raisers, pool parties, etc. is not allowed without expressed written permission from the Board of Directors.

The pool attendant is empowered to interpret and enforce the rules and regulations, including denying access to the swimming pool enclosure because of violation(s) of a rule or regulation. Disputes not settled with the pool attendant must be submitted in writing to the Board of Directors for resolution.

King's Cove Condominium Association **Tennis Court Rules and Regulations**

The tennis courts are for use by the King's Cove Association's co-owners and renters with a signed lease **on file** in the on-site office. All players use the courts at their own risk and the Association will not be responsible for injuries sustained in the court area. Court gate keys will be issued to co-owners/renters in good standing. Keys are available from the on-site office inside the Clubhouse for a five-dollar (\$5.00) deposit; the key deposit will be refunded when the key is returned.

1. Court Use: Play is limited to one (1) hour, on the hour, and will be honored to ten (10) minutes past the hour. The tennis courts are for recreational use only, charging for tennis lessons, holding tournaments, fund raisers, etc. is not allowed without expressed written permission from the Board of Directors.
2. Guests: Guests may play only when accompanied by a responsible co-owner/renter.
3. Children: All children twelve (12) years or younger must be accompanied by a co-owner/renter or a supervisor at least sixteen (16) years old.
4. Tennis Apparel: Players must wear attire suitable for tennis including shoes and shirts while on the court.
5. Food & Beverages: No food or alcoholic beverages are permitted on the court or in the court area. No glass containers are allowed on the court or in the court area, non-breakable containers only.
6. Hours: The tennis courts close at sunset. Play will only be allowed between 8:00 a.m. and sunset each day. No artificial lighting may be used to illuminate the tennis courts past sunset.
7. Smoking: Smoking is not permitted by persons less than eighteen (18) years of age on the court or in the court area.
8. Safety: Persons using the tennis courts are expected to behave so as not to endanger the safety of other people. The courts are to be used for tennis only, roller blades, skate boards, scooters, bicycles, etc. are not allowed on the courts.

**KING'S COVE ASSOCIATION
GLASS BLOCK BASEMENT WINDOW
SPECIFICATIONS**

1. All block material must be PC glass block (Pittsburgh Corning). They must be standard clear block with vent.
2. Basement block windows will be permitted only for those basement windows that are below ground level in window wells.
3. Glass block windows must be vented.
4. Installation of the glass block and any ensuing maintenance is the responsibility of the co-owner. The Association is not responsible for any damage regardless of cause.
5. All requests for glass block basement window installations must be submitted on a modification request form prior to installation.
6. All block installations which do not comply with the above are in violation of Article VI, Section 3 of the condominium by-laws and Master Deed. Those windows in violation will be removed and replaced with original style windows at the co-owner's expense.

Approved by the Board of Directors 02/24/00

KING'S COVE CONDOMINIUM ASSOCIATION
PERMANENT GENERATOR POLICY

This policy has been developed to allow co-owner's to install permanent generator units when the following guidelines are adhered to. This policy was developed to protect property from damage and help retain the co-owner's investment.

1. Co-owner's desiring to install a permanent generator must submit to the Maintenance Supervisor a Modification Request Form with a detailed explanation of the proposed installation. Written approval from the Maintenance Supervisor must be received **prior** to installation of the permanent generator. Generators must be placed upon limited common elements.
2. The permanent generator cannot be louder than 80 decibels.
3. The installation must meet all electrical, plumbing, construction, and safety codes: and the permanent generator must be installed according to the manufacturer's instructions and guidelines.
4. The permanent generator must run on natural gas only.
5. The co-owner requesting permission to install a permanent generator **must** be on an individual gas meter.
6. The permanent generator owner is solely and fully responsible for maintaining the permanent generator. The co-owner is also liable for any and all damages resulting from the permanent generator and its installation, regardless of installation approval obtained from the Maintenance Supervisor or the Association. Any damages resulting from the installation or use of the permanent generator must be repaired promptly by the co-owner at their expense. Failure to make prompt repairs may result in the Association making the repairs and then billing the co-owner for the repair.
7. The installment should be aesthetically pleasing and be installed in as inconspicuous and discreet manner as possible, keeping it out of sight to the greatest extent possible. The installation must be approved by the Maintenance Supervisor **prior** to the permanent generator being installed.
8. The Association's approval is conditioned upon the co-owner signing a modification form which will be recorded against the unit and not only binds the current co-owner but each successor co-owner.
9. If the use of the permanent is discontinued the co-owner must immediately remove the permanent generator and all associated hardware and return the exterior of the unit to its original condition. Failure to promptly remove the permanent generator may result in the Association removing the permanent generator and billing the co-owner for the removal cost.
10. This policy is subject to revision; by signing this policy the co-owner agrees to comply with all future permanent generator policies and to remove the permanent generator should future policy ban the use of permanent generators.

I have read the above policy and agree to the terms contained herein.

Co-owner's Signature

Address

Date