

**CROSSWINDS
CONDOMINIUM
ASSOCIATION**

39341 HEATHERHEATH
CLINTON TWP., MI 48038

Association Management Inc, (AMI)

PHONE # 586.739.6001

**RESIDENT INFORMATION
RULES & POLICY
2022**

WELCOME TO CROSSWINDS

We hope that you enjoy being a part of this condominium community. Crosswinds is a development of 250 units (homes) occupied by a wide variety of people with differing lifestyles. This booklet is designed to acquaint you with the complex, policies and rules that govern us all.

This handbook is designed to give you a shortened version of the Master Deed and supporting rules and By-Laws. However, it is strongly suggested that you read and become familiar with the entire Master Deed and all related documents. This handbook is not designed to supplement the Master Deed.

Sincerely,
Crosswinds Board of Directors

PROLOGUE

The information contained in this handbook is a summary of the multiple rights and responsibilities of each of the 250 Co-Owners and residents in the Crosswinds Condominium Association. You agree to abide by the policies and rules when you purchase or lease a unit in Crosswinds. As a Co-owner leasing your unit, you are fully responsible for ensuring that your tenant abides by these restrictions as if you lived in the unit yourself. Any infractions are the responsibility of the Co-owner when addressing the activities of the residents who lease. Although, those who lease are not second-class citizens with regards to participating in Crosswinds daily life, formal requests for assistance must go through the Co-owner. All residents are encouraged to abide by the Master Deed provisions, the Rules and Regulations adopted by your Board of Directors and the rule of being a good neighbor.

YOU AS A CO-OWNER

When you purchase a unit within the community, you become a representative of the corporation known as the Crosswinds Condominium Association. The liabilities, the increase of assets, the enforcement of Master Deed provisions and the Rules and Regulations are yours.

You are not a single-family Co-Owner. You are part of a cooperative effort to maintain and improve the overall conditions in the complex. You are part of the process of delegating the responsibility of management to an entity called the Board of Directors.

COMPOSITION OF THE BOARD

Five Co-owners serve on the Board of directors and are elected on staggered terms to govern the corporation. The non-compensating job requires that they not only be elected by the Co-owners at the annual meeting, but also conduct all Crosswinds business. These same five persons are directly responsible for enforcing the provisions of the Master Deed and rules and regulations adopted by past, present and future Boards.

These five persons have assumed the distinct responsibilities of each Co-owner and are delegated via the By-laws to act on behalf of all Co-owners.

Five Board members cannot and should not be the only persons concerned about the quality of life here. You, as Co-owners, share this concern with all who live here.

The Board has adopted the following procedures and format:

- Meets at least once a year with the co-owners for open/ annual election meeting. All other monthly meetings are executive/ financial meetings and are closed.
- Has hired an attorney, as needed, to represent the concerns of the corporation.
- Has hired a Property Manager to perform or evaluate all maintenance repair work and office tasks.
- Has designated specific responsibilities to individual Board members to perform specific functions on behalf of the corporation.
- Exercising Board responsibilities and powers such as:
 - o Authorizing policy
 - o Enacting Rules and Regulations
 - o Setting budget allocations and use of funds
 - o Receiving infractions in writing and processing them
 - o Levying of fines
 - o Obtaining reimbursement for infractions
 - o Establishing the monthly Association fee
 - o Enforcing the provisions of the Master Deed, Bylaws, Rules and Regulations

ENFORCEMENT OF RESTRICTIONS

All Co-owners agreed to abide by the Master Deed when purchasing a unit here. Therefore, the obligation to read, understand, and abide by these restrictions are your legal and ethical obligations.

The Board of Directors has the obligation to enforce restrictions. They depend on all residents to assist them in this role. Observation of infractions must be submitted in writing to the Board/ Management. Maintenance requests are handled the same way. The Board will do its best to follow through.

The Board is dependent on the fact that all persons living here will be cooperative and helpful. If you are unsure about what is correct, call the AMI office at (586.739.6001).

The following section is a summary of the Master Deed. This document also contains the Articles of Incorporation and the Bylaws of the Association, which empowers the Board of Directors to exercise a significant range of powers and duties. You are urged to read the Bylaws because you are impacted by them and are restricted from acting as a single-family owner.

When you purchase a unit in Crosswinds you are automatically and legally obligated to live by the contents contained therein as well as all the rules and regulations adopted by the Board of Directors. You are urged to read and abide by them. **The seller of a unit is obligated to deliver their copy of the Master Deed to the purchaser. A copy of the Master Deed may be purchased at the AMI office as well.**

BRIEFLY SUMMARIZED below are the key restrictions from Article VII of the Master Deed. It is important to note that not all restrictions are summarized in the Crosswinds handbook. You are encouraged to read and understand the provisions of the Master Deed and bylaws.

Sec. 1 **NUMBER OF OCCUPANTS PER UNIT:** All are for single family occupancy. No more than four (4) persons may occupy a unit.

Sec. 2 **LEASING** transactions must have prior Association approval. A copy of the lease must be signed by both parties and provided to the Management company at least 10 days prior to move in date. No rooms may be rented, or transient tenants accommodated. The landlord is responsible for requiring the renter to abide by all restrictions at Crosswinds. (See leasing policy)

Sec. 3 **EXTERIOR ALTERATIONS** are not allowed in appearance or structural modification without prior approval by the Board. Restrictions pertain to patio, decks, painting, erections of antennas, dish network satellites, lights, awnings, doors, shutters, storm doors and other exterior attachments. NOTE: All blinds/drapes must appear to be white or off white in color from the outside.

Sec. 4 **OFFENSIVE** activity, immoral, improper, unlawful activities shall NOT be carried on. Nor shall anything be done which may be or become an annoyance or a nuisance.

Sec. 5 **PETS** shall NOT be maintained by any Co-owners or renter unless specifically approved in writing by the Association. Each unit is allowed ONE authorized pet. The Association may charge all Co-owners maintaining animals a reasonable additional assessment. The Board will enforce all reasonable regulations. Crosswinds may enforce restrictions on breed policy and therefore, all pets must be authorized prior to being purchased, adopted, rescued, or brought onto the property. No pet grandfathered into the breed restriction is allowed to be replaced with a breed restricted animal. Legal action to remove any restricted breed will be processed in any matter involving breed restriction.

Sec. 6 **PERSONAL PROPERTY** such as the common elements, limited or general (yards/ patios) shall not be used for storage of supplies, materials (personal property), trash or refuse. The common elements shall not be used in any way for drying, shaking, or airing of clothing or other fabrics.

Sec. 7 **OBSTRUCTION AND PLAY** should not block walks, yards, driveways, roads, parking lot or porches.

Sec. 8 **TRAILERS AND TRUCKS** of the following: house trailers, commercial vehicles, camping vehicles, boats, snowmobiles, or snowmobile trailers may NOT be parked or stored upon the premises of the property without the prior written approval of the Board.

Sec. 9 **FIREWORKS** are NOT permitted; this includes and supersedes the Township law of fireworks, meaning fireworks are not allowed at any time for any reason on this property.

Sec. 10 **LANDSCAPING** of common elements may be done with PRIOR permission of Board approval in writing. All requests must be accompanied by a drawing of intended landscaping.

Sec. 11 **MOTORCYCLES** or any form or motorized vehicles are prohibited in / on the property other than passenger cars, authorized maintenance vehicles and commercial vehicles.

Sec. 12 **MAINTENANCE** of all units and any limited common element (patios, etc.) must be kept in a safe, clean, and sanitary condition. This shall also apply to all Co-Owners who have a license for a garage.

Sec. 13 **PATIOS AND DECKS** may be no higher than eight (8) inches above ground level and clear each fence by three (3) inches. Railings and gates must be stained brown. Wrought iron must be painted black or brown. NO building, fences, walls, retaining walls, drives, walks, or other structures, or improvement shall be commenced, or erected, without PRIOR WRITTEN approval by the Board. Any drainage problems caused or aided by incorrectly installed patios or decks become the Co-owners responsibility to remedy.

Sec. 14 **SIGNS** and other advertising devices shall NOT be displayed which are visible from the exterior of a unit, including "for sale" and/ or political signs.

Sec. 15 **BOARD POWER** may be enacted for any reasonable rule or regulation consistent with the Act, the Master Deed, and or the Bylaws concerning the use of the common elements and may be made and amended from time to time by the Board of Directors. The same is true regarding the assessment of fees, or fines for privileges or infractions of the above.

Sec. 16 **ACCESS** to the units, upon notice or for emergency reasons for repairs, replacement or maintenance of common elements may be needed.

Sec. 17 **CHANGE OF OWNERSHIP OR RENTAL:** No co-owner may dispose of a unit or change lessees without written approval from the association.

Sec. 18 **COURT ACTION** may be used by the association to enforce the provisions of the Master Deed, Bylaws or Rules & Regulations.

MASTER DEED AMENDMENTS must be approved at the annual meeting of the members, or, at a special meeting of the members called for the purpose of amending the Master Deed. The amendment must be approved by more than 50% of all co- owners in number and in value. Proxies may be used to approve an amendment to the Master Deed.

RULES & REGULATIONS

ABSENTEE CO-OWNERS: In an attempt to make some non-resident co-owners are responsible and aware of their share in keeping Crosswinds an attractive and harmonious community. The Association is making it policy to receive requests and complaints from tenants only through the co-owners. If you lease your unit, you should notify your renters that they are to contact you first, not the association office with their complaint. You in turn, contact the Association.

Remember, Co-owners are responsible for keeping track of the pool key assigned to your unit. Prior to new lease tenants assuming occupancy, they must contact our office for a review of the rules and regulations. The Association must be notified and the Co-owner must pay a \$50.00 processing fee along with a copy of the lease. You are responsible for your lease tenants and seeing that they comply with all the rules and regulations (SEE LEASING POLICY).

ACCESS TO UNITS: It is necessary that all residents, with sump pump units leave a key with the Association. Any damage caused when entry must be forced, is the responsibility of the individual Co-owner to repair. The management company should also have the name(s) of people to contact in case of emergency when you are out of town.

ALTERATIONS TO THE EXTERIOR: Any/ all alterations to the exterior must have prior Board of Directors approval.

Whether or not an alteration meets adopted standards, if it is made without PRIOR BOARD APPROVAL, it is going to cost you an administrative fee to make up for the extra time and effort your improper actions have caused. Forms to request permission to alter are available through our website and office. Section 12 of Article VII of our By-laws is very specific about your responsibilities. Infractions to alterations which are not prior approved are as follows: Once an infraction is noted, the resident will receive a letter asking the infraction to be corrected. The letter will give the person a reasonable amount of time to make the correction. Repeated violations of the same infraction will be dealt with on individual basis and more severely. If there is no corrective action taken during this period, the Board will assess a fine to be imposed each and every month the infraction remains. Maintenance of any alteration to common elements including planting becomes the responsibility of current and all future Co-owners.

ALUMINUM TRIM POLICY/ FENCES: Holes are not to be made in the aluminum trim.

The reason for this is simply because it is not possible to repair a hole in the aluminum. If damage occurs due to alteration, a fine will be imposed and the cost of repair will be assessed and become Co-owner responsibility. The wood fences are not sturdy enough to hold several items such as flag poles, paper boxes, potted plants and/ or other items.

COMPLAINTS: All complaints about violations of By-laws or rules must be in writing and signed (email may be used for this purpose). Only signed specific complaints receive reaction; the name of the person filing a complaint is always kept confidential.

CLUBHOUSE RENTAL: All residents are able to rent the clubhouse for a party or gatherings. A rental fee, security deposit and a signed contract is required to secure the date for your event. For additional information and rental forms contact AMI by calling 586.739.6001 or via email to the property manager. Call ahead during regular office hours to make a reservation. The use of the pool is not included in the clubhouse rental agreement. Clubhouse renters will be responsible for their guests and parking, and fines may be levied and deducted from the security deposit and/or vehicle may be towed at vehicle owner expense, when illegally parked.

DECK AND PATIO: Any decks or patios constructed after July 1, 1983, must comply with these established specifications; all decks and patios must have written permission from the Board of Directors prior to construction. Detailed plans must be submitted with the proposed alteration to the common element. All wood decks constructed will not exceed the height of 8 inches as measured from the ground level where front walk meets the first step to the front porch. All decks and patios should not interfere with existing walks across general or limited common elements or existing front porches of that unit and remain at least 3 inches from any existing fence structures.

GATES AND RAILINGS: Patio gates and railings may be either wood or wrought iron structures, but not to exceed the height of existing fences. Wood gates must be stained with the association approved stain. Wrought iron must be either black or dark brown in color. Aluminum may be used if it has the same appearance as wrought iron. Designs should be simple and consistent with previous approved gates and railings. Porch railings must be either black or dark brown wrought iron and simple in design. Their height must not exceed 36 inches as measured from porch cement. A hand railing next to the porch steps should not extend more than 6 inches beyond the bottom step as it meets the front walk. The Association is not responsible for removing or replacing railings or gates when they must be removed to make repairs to the common elements.

EMERGENCIES: Common emergencies re: sump pump failures and blockage of a common main sewer line causing flooding emergencies must be called to the management company. Contact the utility companies about gas leaks and major electrical malfunctions.

EXTERMINATION POLICY: In general, the Association will handle:

- Pest occupying general common elements (such as mice or squirrels in the attic/walls, wasp nesting behind shutters, etc.)
- Pest spreading or affecting the overall sanitation or structural soundness of a building (carpenter ants and cockroaches).
- Pest resulting from structural flaws (a skunk being under a porch that gapped at the foundation).
- Pests in garages are co-owner responsibility.

All other common pests that may periodically visit are the CO-OWNERS concern.

It is suggested you check the air conditioning connections/ cable connections for gaps or cracks. Submit a work order if you suspect a problem.

GARAGES - REGULATIONS OF THEIR USE: Garages, defined in Article IX, Section I of the Condominium By-laws are individually owned and are subject to the rules and restrictions of the Association as written and adopted by the vote of the Board of Directors. Garage space is licensed to those Co-owners who either paid the developer for such space or constructed such space with the approval of the Board of Directors. The Board has duly approved the following rules pertaining to the use of garages as general common elements:

- All conditions of the garage license agreements issued either by the developer, known as Crosswinds Construction Corporation, or the Association through its agents, known as the Board of Directors, is binding on all persons using those designated parking spaces.
- Garage licensees must keep their garage(s) in a safe, clean, and sanitary condition. Each licensee shall also use due care in maintaining this space in a way to avoid damage, nuisance, or inconvenience to adjacent garage space licensees and the content of their garage.
- Garage doors must be closed in a reasonable amount of time after parking or removing a vehicle from the garage space, an exception made for those times when licensees may be in the garage performing work on a vehicle or maintaining the garage space.
- Residents must use the designated parking space of the unit they occupy, INCLUDING GARAGE SPACE.
- No vehicle of any kind may be stored in a garage that is not owned by the co-owner, lease tenant or resident of the Crosswinds Complex.
- The Association must be notified of any transfer of license. However, it is the responsibility of the receiving Co-owner to see that the transfer is notarized and duly filed with the title of the unit to be kept on file with the Macomb County Registrar of Deeds.
- The maintenance and repair of the garage is the responsibility of the person(s) signing the garage license. The Association is responsible to enforce the provisions of the license agreement.
- Holder of garage license will be uniformly charged, per bay, an annual fee for building insurance coverage. This fee will be collected annually in the month of January of each new calendar year.

INSURANCE AND FIRE PROTECTION: Each unit in the condominium is insured as a single entity. In case of fire, walls and standard fixtures are covered by the Association insurance coverage. However, it is completely the responsibility of the resident to provide his own coverage for any personal possessions and liability should a fire break out in their unit. Contact your own insurance company for condominium insurance. For the safety of all people in your building it is mandatory you have a fire alarm on each floor. Check them regularly to make sure they are operating properly. You should also have a fire extinguisher in working order. It is necessary to have insurance to cover all your possessions and any additions to your unit. Your policy should contain any improvements and betterment clauses.

LATE PAYMENT POLICY: Payments postmarked and or received after the 15th of the month must include a late fee for the month. First time late fee is \$50.00, every time thereafter shall be \$ 100.00 each occurrence (these prices are subject to change annually based on collections). Our fiscal year runs October 1 through September 30.

Procedures for accounts in arrears:

1st month - late fee & statement notice

2nd month - late fee & warning letter

3rd month - late fee, lien placed on unit through our attorney

4th month - late fee, foreclosure proceedings through association attorney

Checks returned NSF (non-sufficient funds) or closed accounts, will be subjected to a \$75.00 service fee in addition to a late fee. Partial payments are not acceptable. Payments that do not include unpaid charges can be accessed a late fee.

Electronic Fund Transfer is available to pay your Association fee automatically. This form is available on our website www.crosswindscondoassoc.com or you may contact the AMI office to mail you one via the postal system. You may pay your monthly Association fee by personal check, money order, cashier check or certified fund. No third-party checks will be accepted.

Payments should be mailed to:

Crosswinds Condominium Association

Mailing address:

First Citizens Bank

P.O. Box 98204

Phoenix, AZ 85038

Delinquent accounts are handled through legal action.

It is advisable that all payments be mailed at least 7 - 10 days before the due date. First class mail process can take 3-7 days, therefore, any payments not received by the 15th are considered late.

LEASING: The Master Deed of Crosswinds Condominium Association allows unit owners to lease their units. However, it also empowers the Board of Directors to enact reasonable rules and regulations for the governance of the condominium property and recreational facilities. Condominium Bylaws, Article VII Section 2; A co-owner may lease their unit for the same purpose as set forth in Section 1 of this Article VII and provide that approval for such lease transaction is obtained from the Association in the same manner required in sales transaction as specified in section 17 of this Article VII. Any such lease shall be by the lessee and their family only. No rooms in a unit may be rented and no transient tenants accommodated. To promote appreciation and understanding of the lifestyle of our condominiums with its high-density population which demands that resident strictly adhere to the highest level of awareness and consideration for privacy, comfort and well-being of neighbors and the condominium community as a whole and to preserve the high standards of maintenance and care, the Board of Directors enact the following policy:

No unit shall be leased for transient, hotel, or bed and breakfast in any event. UNITS MUST BE LEASED FOR AN INITIAL PERIOD OF NOT LESS THAN 12 MONTHS. No portion of any unit, other than the entire unit shall be leased for any period. A processing fee must be paid to the Association for each transition of tenants.

No unit owner shall lease other than in written form. The unit owners(s) must provide the Management company with a copy of the lease, full name(s) of lessee and occupants, contact information for the tenants, the permanent address and emergency telephone number of owner(s), etc. as required by the Association prior to any tenant occupying a condominium unit.

No unit shall be leased to or occupied by more than four (4) people.

All tenants or occupants are subject to Association regulations, and the owner(s) shall be held responsible for any and all infractions. The lease must contain a clause that indicates the tenant has received a copy of the Association Rules and Regulations and had had their review prior to leasing.

The unit owner(s) is always responsible for Association assessments, insurance deductibles, or any other charge the Board of Directors may direct to the unit including but not limited to violation assessments and or attorney fees or costs resulting from the actions or omissions of their tenants or their invited guest.

Monthly Association fees are due on the first of each month. When you register at the office you will receive payment coupons as a reminder.

MAINTENANCE REQUEST: Crosswinds is responsible for the exterior maintenance only. Maintenance requests may be submitted to: workorders@amicondos.com or via the website: www.crosswindscondoassoc.com.

Co-owners without access to internet or email may call AMI directly at (586) 739-6001.

Emergency service calls will be forwarded through our answering service to Management. The emergency number is the same as the AMI office number. Emergencies are defined as fire, flood, sump pump failure or immediate damage to the building.

Examples of specific requests are: loose/broken shutters and gutters, loose/broken fences, inoperative pillar lights, loose/broken siding, basement leaks, sewer backups, roof leaks, sump pump failure.

Replacement and repairs of sump pumps are divided amongst the number of units in said building and charged back to the co-owners of that building.

NEWSLETTERS: All property updates or newsletter articles are posted on our website: www.crosswindscondoassoc.com. Only those Co-owners who do not have internet access, and have requested paper updates, will receive them via the US Postal System.

NOISE AND NEIGHBORS: Please keep the volume of radios, television, and stereos at a reasonable level, particularly in the early morning or late evenings. Parties and loud entertainment should be kept controlled. Repeated infraction will result in letters/ fines. Parents are required to supervise their children at play, no matter where in the complex they are playing.

PARKING: Each condominium unit has been assigned two (2) parking spaces or equivalent in garage space. The parking spaces are marked with building and unit number. In addition to abiding by all posted traffic signs, residents should be aware of the following:

GUEST PARKING:

- Guest parking spaces are conveniently located throughout the complex. The spaces are marked GUEST and are used for guest only.
- Guests may use a resident marked spot with the permission of that resident that they are visiting.

- Residents wishing to use guest parking spaces for a third vehicle are required to obtain permission from the Board of Directors at the cost of \$50/per vehicle.
- Residents will be held responsible for their guests parking, so please notify and direct your guest to the correct parking location and procedures.

AUTHORIZED AND NON - AUTHORIZED VEHICLES:

- Only regularly moved vehicles may be parked in the complex.
- Any unlicensed, inoperable, or unmoved vehicle will be towed from the parking areas at owner expense.
- Commercial vehicles and trucks shall not be parked in or about the condominium complex except while making deliveries or pickups during the normal course of business.
- Chronic, major, or lengthy repairs that become an irritation, eyesore or nuisance are prohibited on the premises. Leaking oil or other fluids are expected to be repaired within a reasonable amount of time. Co-Owners will be held responsible for the cost of repairs to pavement due to car maintenance.
- Use of motorized vehicles anywhere on the condominium premises other than passenger cars, authorized maintenance vehicles and commercial vehicles are absolutely prohibited.

MISCELLANEOUS:

- Township laws prohibit parking in the marked fire lanes of the complex.
 - Cars must be parked between painted guidelines, not straddling lines.
 - Cars must be parked so that bumpers do not overhang the sidewalk to permit safe bypass of pedestrians and plowing snow during the winter months.
 - Do not back vehicles into parking spots because noise and fumes may cause another Co-owner irritation.
 - Patios are not to be used for parking or storage of motorized vehicles of any kind at any time. Unless authorized by Board of Directors.
 - Residents may NOT park in guest parking spaces.
- ** Violations of the above will result in fining assessments and/or towing at owner's expense.

PETS: The following pet rules are established:

- PETS MUST BE REGISTERED WITH THE MANAGEMENT COMPANY.
- One walkable pet is allowed per unit.
- A one-time fee of \$50.00 is assessed per unit.
- Pet owners must remove all fecal matter immediately from grass, walkways, or streets.
- Pet may be walked on streets only if leashed (leash not to exceed 10 feet in length). An owner must hold on to the leash at all times and pet must be in control.

- Leashes or chains must be anchored in the patio area and leash must be returned to inside of patio.
- Yards and patios are to be maintained in a non-offensive and sanitary manner
- Any animal allowed to wander unleashed may result in legal action to its owner.
- Animals must not be UNATTENDED outside for any length of time.
- Owners are responsible for the actions of their pets regardless of whose care it is under or whether it is unsupervised in the unit.
- Cat litter is to be securely contained to prevent leakage and disposed of with other rubbish.

PILLAR LIGHTS: Each unit has a pillar light for the safety, as well as the beautification of the complex. Replacement of burned-out bulbs is Association responsibility. Simply complete a maintenance request if you need service. All pillar lights must be lighted. Each unit is responsible for one pillar light.

POOLS ATTENDANTS: NO LIFEGUARD is on duty at Crosswinds pools. All people using the pools do so at their own risk. Co-owners have the authority to eject offenders.

ACCESS CARDS: Each unit has been assigned one pool gate card. It is the responsibility of a purchaser to obtain this card at the time of closing from the previous Co-owner. Lease tenants may use the pool card at the co-owner's assignment. A replacement card will cost \$50.00 and issued only to a registered Co-owner in good standing.

HOURS: The hours will be posted on the gate.

RULES:

- No food is allowed at any time, for any purpose, or persons. If the need to consume food is necessary, then you MUST step outside of the gated pool area.
This rule is mandated by the Health Department due to the no lifeguard on duty policy at the pools.
- No glass beverage containers.
- No improper attire (infants must wear rubber pants or swimmer diapers).
- No running, pushing, horseplay, foul language, etc.
- No toys, mattresses/ inner tubes, etc. that cause interference to swimmers.
- No loud radios/ music/ televisions that disturb others.
- No pets allowed at any time.
- Shower with soap before entering the pool initially and each time after applying suntan lotion.
- Use towels to protect furniture from lotions/ staining. Do not hang towels on fences to dry.

- Use ashtrays and trash container for debris and litter.
- Keep all doors and gates to the pool, clubhouse and cabana closed (Health Department rule).
- If an individual is in violation of the Pool Rules and Procedures, the following disciplinary procedure will be followed:
 - 1st infraction: Key Card deactivated for 7 days.
 - 2nd infraction: Key Card deactivated for 30 days.
 - 3rd infraction: Key Card deactivated for remainder of season.
- No entry to pools without pool card will be permitted.
- No grills of any kind will be allowed in pool area for any reason.
- GUESTS MUST BE ACCOMPANIED AT ALL TIMES BY AN ADULT RESIDENT (OVER 21) who assumes responsibility for their conduct and any damages resulting from their behavior. Each card-carrying resident must limit themselves to two (2) guests at any one time at the pool, especially during times of high use.

POOL CARDS:

- Pool cards will be issued through the management company.
- All residents must be registered to receive a pool card for their unit.
- Pool cards will be replaced if lost for a fee.
- There will be only one card per unit. All unit residents will be listed on pool card with the following exceptions:
 - o Children 13 years of age may be issued their own pass ONLY at the parent(s) request. The request must be accompanied by proof of age.
 - o Children 13 to 16 years of age may swim without parental supervision with the parent(s) permission and current signed release form on file at the Crosswinds office.
 - o A child pool card will be different from a standard pool card and must accompany the child to the pool.
 - o It will be the child's responsibility to follow all pool rules and procedures or the pool card will be revoked.
 - o Children pool card is good for that specific child only.
- Pool cards are non-transferable. Pool cards should be displayed or present upon request from any co-owner, adult to child, employee, and Board member. Pool card is required to enter pool area.
- Underage children must be accompanied by an adult resident (over 21).

SATELLITE DISH POLICY:

- o The use of exterior satellite dishes has been approved by the Board of Directors (10-29-1996) with these restrictions and codes.
- o An alteration permit must be submitted and approved by the Board of Directors before installation.
- o Satellite dishes CANNOT be larger than 1 (one) meter (39.37 inches).
- o Dishes CANNOT be mounted to building, fences, brick walls, or roof.
- o Dishes must be permanently mounted on a fixed tripod in your patio area only.

Fines will be assessed immediately when any of these restrictions or codes is not met. Fines will escalate accordingly each time the infraction is noted or reported.

Crosswinds Condominium Association shares no responsibility for the dishes or its' insurance.

SNOW REMOVAL AND LAWN CUTTING:

Parking lots and sidewalks are cleared when snow has stopped after two (2) inches or more accumulation has occurred. Please park cars so they do not hang over the sidewalk. A center path should be cleared for morning traffic, by early AM, by the snow removal service. Your help may be requested in moving vehicles or lawn furniture that may hamper servicing. Also, pet leashes/ ropes and door mats are very hazardous for snow removal crews. These MUST be removed during snow removal times. Workers should not be interfered with or given special requests at any time.

TRASH REMOVAL:

The trash pick-up day is THURSDAY morning. Trash must NOT be placed out before WEDNESDAY at 4 pm. Infraction fines will be assessed to those persons not following this policy. Infraction fines will increase for each occurrence. First offense is a \$100.00 fine. Holiday pick-up is the day after normal pick-up. See updated trash receptacle rules.

***** MUST CALL FOR SPECIAL PICK UP: Please call: 248-336-2333*****

If you have large items for disposal (appliances, furniture, etc.) call Runco Waste at least 1 day prior to pick up day. These items require a different truck for removal and include a service fee paid by the Co-owner and not the Association.

No bags or loose debris may be stored on the patio. Garbage cans must be stored inside your patio area and out of sight. Fines will be levied against residents who do not follow the above rules for trash disposal. Please take pride in how our complex looks. It is good for your investment!

Water

Water is a major expenditure for Co-owners (part of your Association fee) and because its waste costs us all, it is important to conserve whenever possible. ALL OUTSIDE HOSES MUST HAVE AN AUTOMATIC SHUT-OFF TYPE NOZZLE AT THE END. Please restrict car washing as much as possible, and repair leaky faucets and running toilets promptly.

WINDOWS AND STORM DOORS

Replacement glass for existing windows or door walls must match exactly the color and pane-size and number of the original window cross-pieces. Frames can ONLY be either aluminum, vinyl, or fiberglass. Storm windows must also match the frame color of those installed originally in the building. They should be plain glass. Storm door and the door frame must match the color of your aluminum trim. Front doors must be metal exterior doors; may have a window not to exceed specification, with prior approval of the Board of Directors. The color must coordinate with the building trim colors; they must all do so at the same time with prior Board approval.

VIOLATIONS OF RULES AND REGULATIONS

A resident deemed in violation of the rules will be notified in writing. If the infraction is repeated or not attended to, the Board will levy a fine(s) until the situation is remedied. Co-owners/lessees cooperation is expected as a good neighbor.

CROSSWINDS RULES AND POLICY INFRACTIONNIOLATIONS PROCEDURES

INFRACTIONSNIOLATIONS SUCH AS:

PET POLICIES, POOL VIOLATIONS, ILLEGAL PARKING, PATIO MAINTENANCE, EXCESS NOISE COMING FROM UNITS, VEHICLES PARKED IN BACKWARDS, FRONT OVER HANGING SIDEWALKS, OFFENSIVE ACTIVITY, ARTICLES HANGING ON FENCES, DISOBEYING TRAFFIC LAWS, STORING GARBAGE, ARTICLES ON PATIO

Any complaint that a Co-owner has, must be put in writing, signed, and sent to the office.

- 1st Notice warning letter
- 2nd Notice \$100.00 assessed to Co-owner
- 3rd Notice \$200.00 assessed to Co-owner
- 4th Notice sent to legal, all additional fines/ fees co-owner expense

INFRACTIONS/ VIOLATIONS:

- Pillar lights turned off or unplugged
- New resident not registered with Association.
- Vehicles with expired license plate.

A letter noting the infraction and date by which to have infraction corrected will be sent.

If the date has passed and the infraction is not corrected, levying a fine will be reviewed as stated above.

Malicious damage to common elements—co-owners will be fined each occurrence plus the cost of repair and labor.

Snow removal: If any obstacles (dogs' leash, rugs, etc.) are in the way of the snow blowers, a fine of \$50.00. Cost of repair to the snow blower and/or medical expense incurred will be assessed to the unit.

GARAGE UPKEEP:

- Letter of awareness with the problem.
- Warning letter with a date for the problem to be solved.
- The Association will have the problem corrected and cost for repair and labor will be assessed to the unit. If at any time the Co-owner feels the Association's action is unjust, an appeal can be made at the Annual Board meeting or dropped off at the AMI office for review. Any resident in repeated or continual violation of the policies will be subjected to escalating fines at the discretion of the Board.