

# Oakland Hills Community Handbook

August 24, 2021



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## **Oakland Hills Board of Directors**

The Oakland Hills Condominium Association is governed by a five-member Board of Directors. The Board members are elected by the residents at the annual meeting.

Resident questions, comments, and suggestions of interest to all members should be communicated to a member of the Board or to the management company, who will communicate with the Board. This process enables the voice of the residents to be heard. The current board members' names and contact information can be obtained on the resident section of the website. (<https://oaklandhillsportage.org/>)

An Annual Meeting of the Oakland Hills Condominium Association is held in the spring of each year.

## **Election Procedures for Members of the Board of Directors**

1. Notice of openings on the Association Board of Directors will be emailed or postal mailed to all Co-owner households by February 1 of each year, and will include a Candidate Information Form.
2. By March 1, Co-owners who wish to be on the ballot must return the Candidates Information Form by email or postal mail to the management company. Nominations will be closed March 1.
3. Any resident Co-owner may place his/her name in nomination to become a member of the Oakland Hills Board of Directors. Only one Co-owner from a household may hold office at any given time.
4. By April 1, ballots with these nominees and their candidate information will be emailed to all Co-owner households. Households without email will receive their Candidate Information by postal mail.
5. Only one vote per Co-owner household is allowed per the Master Deed.
6. By May 1, Co-owners need to submit their ballots by email or postal mail to the management company. Voting will cease on this date.
7. The ballots will be counted by the management company, and the new Directors will be announced as the last order of business at the end of the Annual Meeting.
8. The new Board of Directors will hold its first meeting following the close of the Annual Meeting to elect its officers and take care of any association business.

The Oakland Hills Board has four committees led by Board members to help with the work of the Board; these include the Finance Committee, Infrastructure Committee, Landscape Committee and Website Committee. Residents are invited to attend committee meetings and/or Board meetings. Although voting is only for the members of each group, there is a public forum time provided at each meeting for input from residents. Meeting times and places are posted on the website calendar, and minutes are posted in the document section of the website.

## **Management Contact Information**

After you have closed on your condo and have moved in, your main contact is the management company.

The preferred method of contact for all non-emergency situations is via the Oakland Hills Community Website <https://oaklandhillsportage.org/>.

Use the "Contact Gardner Management" link on the right-hand side of the Residents Main page.

For service requests use the "Request for Service" link on the right-hand side of the Residents Main Page.

If you need to contact Gardner by mail, phone or Email use the information below:

Gardner Management

5770 Venture Park

Kalamazoo, MI 49009

Phone: 269-323-7774 (24 hours per day, 365 days of the year)

**Note: If you experience an emergency** on the weekend or during non-business hours you will hear a recorded message giving the phone number for Gardner's answering service. Call the answering service and your call will be handled accordingly.

Email: [info@gardnermi.com](mailto:info@gardnermi.com)

## Common and Limited Common Elements

It is strongly recommended that each Co-owner be familiar with the Master Deed and Bylaws of Oakland Hills Condominiums, especially as they relate to the Common and Limited Common Elements. Both of these documents are found on the Oakland Hills website. The Bylaws are Exhibit A of the Master Deed.

Attached (Appendix A of this Handbook) is a chart to help Co-owners understand the responsibilities of the Association and the responsibilities of the Co-owners.

Every condominium association is different and the Master Deed outlines the responsibilities of our association and that of the Co-owners. The stereotype that everything "inside" is a Co-owner responsibility and everything "outside" is an association responsibility can be misleading. The Master Deed is a large document, and you should be familiar with its entirety to some extent. We recommend reading the entire document but for reference, Article 4, Common Elements, pages 5-10. Note: Outside light fixtures except the coach lights by the garage are the responsibility of the resident. Bulb replacement for all outside lights except garage coach lights is the responsibility of the Co-owner. If you prefer not to change your own bulbs, someone on the Oakland Hills Volunteer List (posted on the Community website) may assist, or you may contact the management company at your own expense.

Refuse, water and sewer charges are paid by the Association and are included in the monthly Association fee.

Each building shares a common city water meter connection. Residents who have a water meter in their unit should use caution when shutting off their water to insure they do not disrupt service to the adjoining unit. Examine the piping layout to determine which line serves only your unit. Notify your neighbor and have them check their water supply if in doubt.

If you inadvertently shut off the water to an adjoining unit and cannot be contacted for immediate restoration you will be responsible for any costs associated with restoring the water supply to that unit.

## Clubhouse Use Regulations and Reservations

The Clubhouse, with its pool, is an asset to our Community. As with any facility, regulations are necessary to assure order and equal access. There is a \$50 fee for use of the Gathering Room in the Clubhouse. There is no fee for the use of the Meeting Room. The Meeting Room does not include any use of the kitchen. The pool and exercise room are always available for resident use.

The key to the Clubhouse is available to new residents from the Chair of the Welcome Committee after she/he provides a tour of the facility. Call the management company for the name and contact information of the current Chair to make an appointment for the tour.

The following regulations concern the use of the Clubhouse Gathering Room:

1. The Clubhouse is for the personal use of the current residents and their invited guests only. It is not intended to be used by outside groups, clubs, or organizations. All condo owners share, through their association fees, in replacement/upkeep of the Clubhouse facility, its equipment and supplies. The fee charged for the Gathering Room is used to offset these expenses.
2. Any Resident reserving the Clubhouse must be present at the event and is responsible for the condition of the facilities (inside and out) after the event
3. **Reservations** for both the Gathering Room and the Meeting Room must be made in advance by emailing or calling the management company. To be eligible to make a reservation, an individual must have closed on their condo and have a Clubhouse orientation as noted above. Payment confirms the reservations for the Gathering Room, and should be paid to the Management Company at the time the reservation is made.
4. Residents should make reservations for the time needed for the event, plus set-up and clean-up the same day. This may allow more than one group access during a day.
5. Cancellations must be received at least 30 days prior to the scheduled date in order to receive a refund.
6. When reserving the Gathering Room, please keep in mind that your reservation is for the Gathering Room and its adjacent patio only, and does not include the fenced-in pool area or the workout room; both of these areas must always be open for use by residents. It is possible to reserve both the Gathering Room and the Meeting Room.
7. While the legal limit for the Gathering Room is 93, it can comfortably accommodate 60-70 seated people. Visitors should be reminded not to park cars along the entrance and exit boulevard and especially not on grassy areas where they may damage lawns and sprinkler heads.
8. **Multiple Reservations:** For residents or resident groups requesting ongoing weekly, bi-weekly, or monthly Clubhouse day/time slot reservation, the following applies to times Monday-Friday with these types of reservations not allowed on weekends:
  - a. The Clubhouse should be used as much as possible, with access for all residents and not to be monopolized by any individual or group,
  - b. Any resident or group requesting same day: Time slot must be checked with the management company during the last week of that month to determine if any other residents have reserved that time slot for the next month. Then, this resident/group may reserve any of these time slots not already reserved. This must be done monthly.

- c. If a resident group is making this same day/time slot reservation, it must be done using the group name, such as "Bridge," and not under a resident name, and abide by the Monthly rule (see above). One member of that group must be identified to the management company as responsible for the condition of the Clubhouse and making scheduling arrangements.
9. Reservations may be made up to twelve months prior to the date on which a resident desires to use the Gathering Room or the Meeting Room.
10. If more than one resident desires to schedule an event on a major holiday (New Year's Day, July 4th, Thanksgiving, Christmas, etc.) more than 6 months in advance, a drawing will determine the resident eligible to hold the event. All events scheduled less than six months in advance are on a first-come basis.
11. **Usage:** To protect the tables, coverings must be used. The association covers are located in the chests in the entryway. The host of an event can also provide their own.
12. The Directions for using the fireplace are on the hearth.
13. If a resident becomes aware that someone is not following the rules, they should contact the management company and appropriate action will be taken.

(Please see next page for Clubhouse Cleanup Checklist)

## Clubhouse Checklist and Guidelines

**Important:** If you arrive and find the clubhouse improperly cleaned (per the checklist below) contact Gardner Group after your event to report the issue. During business hours call 269-323-7774. After hours, please use email: [info@gardnermi.com](mailto:info@gardnermi.com).

### Clubhouse Cleanup Checklist – Use BEFORE Leaving Your Event

- Remove table coverings. Clean and wipe down all tables, counters and bar areas.
- Clean spills in the kitchen area. Sweep and mop the floor. (Supplies in coat closet.)
- If you use the stove or oven clean up any spills or mess.
- Return coffee pots, plant arrangements, bar stools, tables and chairs to original places.
- Vacuum all carpeted floors. (Vacuum is stored in the coat closet.)
- Remove all food and beverage from the refrigerator.
- If you use the dishwasher, you must empty it. (Supplies in cupboard to left of sink.)
- Refill toilet paper, paper towel and soap as needed in both bathrooms. (Supplies are located under the bar and under the sink.)
- If you use Clubhouse kitchen towels, take them home to launder and return them.
- Empty garbage from kitchen and restrooms and replace containers with new liners. (Supplies located under the bar.) All trash and recyclables must be removed (Take with you, as there is no custodial service.)
- Make sure all locks are activated on all exit doors.
- Make sure all lights are out including bathrooms and exercise room, and return thermostats to regular level: 75 A/C, 68 Heat.

Please follow the checklist above and clean up after your event regardless of the condition in which you found it. Failure to do so may lead to costly fines and/or charges for commercial cleaning and damages.

If you choose, you may hire our cleaning company, Tessa Cleaning Services (269-267-8661) to clean up after your activity.

**Remember, these are your neighbors coming in after you. Please leave the Clubhouse clean and ready to use.**

**In case of an emergency**, such as heat or AC not working, power loss or water leak, immediately contact Gardner Group (269-323-7774). If the call is after hours, you will be directed to call Gardner's answering service for 24/7 response.

## **Clubhouse Audio/Visual**

### **WiFi:**

Spectrum WiFi is available at the Clubhouse. Residents with an online Charter account can use their Charter username and password to connect. Those without a Charter online account will need to obtain a password from an Infrastructure volunteer. Infrastructure volunteers can provide additional information and assistance.

IMPORTANT: These network connections are not administered or controlled by the Association and use a shared password. WiFi connections are never fully secure. It is recommended that Co-owners not use the Clubhouse WiFi for financial or other sensitive communications.

### **Gathering Room Audio/Visual:**

TV sound is provided via a sound bar and subwoofer. The sound bar system is meant to provide adequate sound only in the local TV/Fireplace area. Sound is not provided to other areas of the clubhouse or at poolside.

A single HDMI connection allows you to display your laptop screen on the TV (your laptop must have an HDMI "out" port). If you'd like to utilize this function, please contact an Infrastructure volunteer for assistance.

Residents desiring music throughout the room for specific events must provide it themselves. Note: WiFi is available in the building allowing you to stream music from applications via an internet connection.

### **Meeting Room Audio/Visual:**

The Meeting Room TV and sound bar offer several options for residents. PC based and Apple laptops can be connected to the TV via a convenient wall-mounted HDMI receptacle. The TV supports wireless screen mirroring directly from Android based devices and from IOS devices via Apple TV. Please contact an Infrastructure volunteer prior to your planned meeting or event if you need help using these functions.

## **Pool Use**

The Oakland Hills pool opens on Memorial Day weekend and closes the Monday after Labor Day. All of us should be able to enjoy using our Oakland Hills pool and be assured of our safety and security as we swim and sun with our families and friends. We are including the Rules for using our pool, so that everyone has a chance to know the proper procedures. These Rules are posted at the pool as well.

1. Swim at your own risk.
2. No Diving.
3. No lifeguard is on duty.
4. No running.
5. Pool Capacity: 100 persons.
6. Shower before entering.
7. Children and guests must be accompanied by an adult resident.
8. No food or drinks in the water.
9. No pets on the pool deck.
10. No glass in the pool or on the pool deck.

11. No diapers in the pool.
12. No street clothes or cutoffs in the pool.
13. No smoking.
14. No food preparation on pool deck.

## **Snow Removal**

1. The association provides snow removal from roadways, driveways and sidewalk to your front door. Also included, is snow removal from the clubhouse parking lot and the front sidewalks. A bucket of ice melt and shovel are located in the clubhouse should they be needed for an event.
2. Snow removal will only start after receiving two inches or more of snow. Snow removal will typically only start after the snow has stopped accumulating to ensure a more thorough removal. Blowing or drifting snow that accumulates in some areas will not trigger a snow removal event unless specifically requested and approved.
3. Snow removal will take place no more than once in a 24-hour period without management or Board approval. In a blizzard type of event where snow accumulation is 6" or more, it will take substantially more time for snow removal which may occur up to 24 hours after the event.
4. Because there is limited space to store snow, the Community sidewalks typically become storage areas with multiple snow events.
5. Salt/ice melt/sand will be applied only to the roads on an as needed basis focusing on intersections, steeper slopes and potential problematic areas. This service must be approved by the Board or the management company. Co-owners should apply concrete-safe ice melt to their drives and walks only as needed or contract with an outside service to do so.
6. If you believe that your driveway has been missed, or you are not satisfied with the snow removal service, please contact the management company as soon as possible.

## **Landscape Maintenance**

1. Routine lawn care includes weekly mowing, string trimming and irrigation. Grass clippings will be blown from hard surfaces. A portion of the community will be mechanically edged each week.
2. Lawns will be fertilized three times a season. The first application includes a pre-emergence crabgrass prevention, and broad-leaf weed treatment. The remaining applications include fertilizer, broad-leaf weed and clover control formula. The landscape service provides monthly weed control via herbicide spray for the sidewalks, parking pads and curb areas.
3. A uniform color/size of natural color mulch will be applied to each unit's garden beds every other year. Rocks or other materials are not allowed in the garden beds in place of mulch, with the following exceptions:
  - a. Units originally constructed with rock beds in the rear of the buildings.
  - b. Local areas around downspouts if approved by the board and Gardner management.
4. Shrubs in the unit beds will be pruned twice a season to keep them away from the units' walls, limit overgrowth and maintain a uniform appearance throughout the community. Unit garden

beds will be sprayed for weeds once per month (tall weeds will be pulled) by the landscaping vendor.

5. A spring clean-up will include removal of plant debris and garden bed preparation. A fall clean-up begins in October and includes pulling annual plantings, cutting-back perennial plantings, and removal of leaves where needed. A final fall clean-up in late October will be primarily for leaf removal and cutting of ornamental grasses (weather dependent).
6. If you have dead or dying shrubs, please contact Gardner Management. A limited number of original shrubs may be removed and replaced each year dependent upon the Association budget. Replacement shrubs will be chosen by the Association and will only be approved if the Co-owner agrees to provide extra water and nourishment during the first year after planting. Note: A Co-owner may choose to replace a shrub at their own expense, at any time, after receiving approval from the Board and the Architectural Review Committee.
7. Irrigation Systems: The irrigation systems generally operate from May through October (weather dependent). These systems run off wells located within Oakland Hills and are substantially less expensive to operate as compared to using municipal water. Irrigation has been installed to maintain the lawn areas and provides some water to the landscape beds adjacent to the units. The system includes three rain sensors that reduce the irrigation cycles during wet periods. The system is maintained by the landscape service who adjusts the watering zones and times as needed as well as making needed repairs.
8. Water features: Oakland Hills Condominiums have six water features, four of which are interconnected storm water-retention basins, a spring-fed pond, and a small lake, original to the former Oakland Hills Golf Course. Three of these ponds include waterfalls. All water features have a shoreline buffer zone to prevent soil erosion and minimize run off. All water features are treated on a monthly basis (in spring and summer) to control invasive aquatic plants and algae growth. The shoreline buffer zones are trimmed twice during the summer season.
9. Natural Areas: Oakland Hills is surrounded by undeveloped natural areas. Cutting or adding of plantings in any natural area must be approved by the Architectural Review Committee (ARC) and/or the Association Board of Directors. (a) The main entrance of Oakland Hills (north & south sides) is the only irrigated natural area and contains an abundance of wildflowers. This area is cut every two or three years to maintain plant growth and regenerate wildflower plant seeds. (b) Another large Natural Area borders the southern edge of our Community along Portage Creek. (c) The natural wetlands to the north and a narrow buffer zone abutting the State Game Preserve to the west are owned by AVB.

## **Landscaping and Other Co-Owner Personalization**

Alterations or additions in general to the exterior of the condominium (unit) are not allowed. Certain alterations or additions that involve landscaping that allow a Co-owner some opportunity and flexibility to personalize or enhance the exterior appearance of their Unit have been approved by the Board of Directors. Any such alteration or addition must comply with the following:

1. Co-owners who wish to install their own mulch must use the same type and color as originally installed (natural color hardwood cedar or cypress). No added dye or coloring is allowed. Special care should be taken to not mulch within 2" of the bottom edge of the siding. Co-owners may also

contract with an outside landscaping service to provide additional weed control and other services.

2. Shrubs or other garden bed changes made by the Co-owner are the responsibility of the Co-owner and any future Co-owners. In order to maintain a high-quality appearance, it is recommended that edging, deep weeding, custom shrub shaping, fertilization and weed prevention be done on an annual basis.
3. Co-owners experiencing irrigation issues should contact Gardner Management. During times of drought quick action is important. Use of City water to irrigate lawns is not allowed unless sprinklers are not working and there is an active service request in the system. If it is felt that the current irrigation (number and type of sprinklers) is inadequate it may be possible to install additional equipment at the Co-owner's expense dependent upon the limitations of the current system. Supplemental watering in garden beds is allowed. No timer-controlled soaker hoses are allowed.
4. No additional planting may take place in the common elements of the Community unless the ARC and/or Board of Directors has approved and authorized such planting.
5. Statues, bird baths, bird feeders and the like are prohibited unless implemented in an existing landscape bed, and are of natural material and color and blend with the surroundings. Such items are limited to a maximum of two per unit. No such items are allowed to be placed in the lawn or in a similar location where interference with normal lawn or landscape maintenance would occur.
6. Feeding of wildlife is prohibited with the exception of bird feeders as mentioned above. The Michigan Department of Natural Resources (DNR) specifically bans the feeding of deer.
7. Co-owners may elect to have flower pots in the front of their Unit of which all pots shall be made of natural material and color and blend with the surroundings. Furthermore, Co-owners may elect to have planter boxes in the back of their Unit affixed to the railing. Planter boxes shall be white in color to blend with the railing. Co-owners may elect to have flower pots in the back of their Unit on the lower patio of which all pots shall be made of natural material and color and blend with the surroundings. All flower pots and planter boxes shall be maintained by the respective Co-owner.
8. Co-owners may elect to have one (1) chair or one (1) bench located near the front door of their Unit. The selected item shall be made of natural material and color and blend with the surroundings and shall be properly maintained by the respective Co-owner.
9. Co-owners may elect to have furniture on the deck and lower patio in the back of their Unit. This furniture shall be kept to a minimum maintaining a clutter free appearance. In the off season, all patio furniture shall be properly stored and screened from view.
10. Co-owners may elect to display the American Flag outside the front of their Unit if installed on the railing post and does not exceed 3' x 5' in size. Flag poles and all other flags, banners, or signage is prohibited.
11. Satellite Dishes are allowed in the Community.
  - Satellite dishes exceeding one (1) meter in diameter are prohibited. Dishes 18" or smaller are encouraged.
  - Dishes must be installed in the rear or side unit garden beds only.

- Natural landscaping screening may be required to soften the negative appearance impact the dish may have on the Community.

The Board of Directors, on behalf of the Oakland Hills Condominium Association, reserves the right to request modification or removal of any of the aforementioned should it be deemed inappropriate or inconsistent with the intent of the guidelines. Any modification or removal will be done at the Co-owner's expense.

### **Co-Owner Driveway and Sidewalk Responsibility**

Concrete can crack and heave due to weather, settling and other natural sub-surface conditions. Each Co-Owner is responsible for maintenance, repair, raising/leveling and replacement of these concrete surfaces per Article 4 of the Master Deed [4.2(e)].

Exceptions:

1. Obvious damaging event(s) caused by the Association or its representative.
2. In the case of sub-surface damage due to an un-addressed erosion source or pest damage, the Association will be responsible for re-furbishing the sub-surface underlayment.

Winter weather can be hard on concrete surfaces. Salt based deicers, non-salt chemical deicers, and road salt left on driveways from vehicles may cause "spalling" or pitting of the driveway surface. Co-owners may wish to apply a concrete sealer on an annual basis to minimize ice and salt damage.

### **Parking Regulations**

1. Residents' vehicles and vehicles of their guests may not be parked in the streets overnight. Parking within 15 feet of fire hydrants and mailboxes is prohibited.
2. Residents should keep garages clear and park their vehicles in them whenever possible. Vehicles parked in driveways must be used on a regular basis and are limited to cars or light duty pickup trucks. At no time may a vehicle be stored in a driveway. If a resident parks in their driveway during the winter months, it will be their obligation to keep the driveway clear of snow.
3. Residents are encouraged to have their guest(s) park in the designated guest parking areas. Guests (including family members) planning to stay two weeks or more must park in the residents' driveway. If this is not possible, please contact Gardner Management. Designated guest parking shall not be regularly used by residents. Clubhouse parking is reserved for clubhouse events (including use of the Fitness Room, Meeting Room, Gathering Room, and pool) and guest overflow.
4. Commercial vehicles, trailers, campers, boats, heavy trucks, motor homes, mopeds, bikes, motorcycles, ATV's, ORV's, snowmobiles and similar vehicles may not be parked at Oakland Hills unless parked inside garages and screened from view. Exception: Motor homes and campers may be parked overnight for two nights only during preparation for or returning from trips.

The Board of Directors, on behalf of the Oakland Hills Condominium Association, reserves the right to remove any of the aforementioned should they be deemed inappropriate or inconsistent with the intent of the guidelines.

## **Security**

Included in your Co-owner's monthly dues is a fee for basic security (monitoring of exterior doors and sliders only) provided by EPS Security. Contact EPS (269-388-9600) for further detail. Maintenance or upgrades to the system are the responsibility of the individual Co-owners.

## **Insurance**

Please see Appendix B for helpful information regarding Co-owner's insurance.

## **Pets and Animals**

According to Article 6 of the Bylaws, Building and Use Restrictions, Section 6.4, Paragraph (m), Pets and Animals:

1. No more than two (2) domestic animals (dogs or cats) shall be kept or maintained in any unit as house pets. If two (2) pets are kept, the combined weight of the two (2) pets must not exceed eighty (80 lbs.) pounds.
2. No animals whatsoever shall be used for breeding purposes or for commercial purposes. No animal may run at large on or about the Condominium Property at any time.
3. All animals must be restrained by their respective Co-owner on a leash or similar device at all times while on the Condominium Property (including expansion areas). No animals shall be restrained outside of units in a permanent or temporary structure such as a kennel, fenced in area, ground or other type of unmanned leash lock system, including but not limited to electric type fencing.
4. No pets shall be allowed in the Community Building or in the pool area. All animals must not be obnoxious or offensive to other Co-owners due to noise, odor or unsanitary conditions. The pet owner is responsible for immediately removing all pet waste from the Common Elements.
5. Pet owners will have full responsibility for damage to persons or property caused by their pet(s). No animal that exhibits savage or dangerous behavior will be permitted on Condominium Property at any time.
6. Any Co-owner who causes any animal to be brought or kept within Condominium Property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal, whether or not the Association has given its permission therefore.
7. The Association may, without liability to the Co-owner, remove or cause to be removed any animal from Condominium Property which it determines to be in violation of these restrictions.

## **Holiday Decorations and Lights**

The Holidays are a wonderful time to celebrate and add some decorations to your home. The Guidelines allow for some Co-owner personalization, the intent is to maintain continuity throughout the Community. Please take note of the following:

1. One lighted tree or wreath is allowed on the porch or front door.
2. One front-yard tree may be lit.
3. Decks may have lights and garland on the railing.
4. Lawn ornaments, including but not limited to inflatable figures or blinding light on the outside of the condominium are not allowed.
5. Holiday decorations must be removed and all lighting turned off by January 15<sup>th</sup>.
6. Tree lights must be removed by March 15<sup>th</sup>.
7. The association reserves the right to remove decorations that do not conform to the guidelines. The cost for removal will be billed to the owner.

## **Resale Information for Sellers**

According to State law, when a purchaser takes ownership, they are bound by the provisions of the Master Deed and Bylaws, so any resident who is involved in the selling of their condo should make sure to pass along the Master Deed and Condominium Bylaws. These documents are available on the website under "Documents," and publicly available at the Kalamazoo County Register of Deeds.

Note: Co-Owners selling their unit must turn in the Clubhouse key to a Board member before closing on the sale of their unit. This key to the Clubhouse will be available to the new Co-owner after a tour of the Clubhouse is given by the Welcome Committee Chair.

## **Real Estate Signs and Garage Sales**

"For Sale" signs of any kind are not allowed. Exception: The annual Community garage sale.

Open House signs, of commercial quality only, are allowed on the day before the open house and must be removed upon conclusion of the open house.

Garage sales are prohibited except when a Community sale is organized. Community garage sales are limited to one per year and are normally held in the spring. Residents desiring to hold an estate sale to liquidate large household items must provide advance notice to the Board.

## **Firepits**

City of Portage fire code prohibits use of wood burning firepits within 25 feet of a structure. Due to the fire code, the potential for damage and injury and appearance issues, use of any outdoor wood burning firepit, chiminea or similar device is prohibited at Oakland Hills.

## **Fireworks**

Section 6.4 (I) of the Bylaws prohibits the use of all types of fireworks on Condominium property. Under City of Portage Code, violations of this Bylaw can result in charges and fines of up to \$1,000 by the City.

## **Gutter Cleaning**

A gutter cleaning program has been established to address maintenance of unit gutters throughout the Community. The program covers all units at different time cycles based on their proximity to the State Forest and mature deciduous trees. The program may be modified as the community ages and is dependent upon available budget.

Elimination of a clog causing water to overflow at roof level will be addressed by the Association. Any full gutter cleaning requested outside the established program is the responsibility of the Co-owner. Residents owning units near mature deciduous tree areas are encouraged to install gutter guards to avoid cleaning expenses.

## **Hot Tubs**

If you have an outside hot tub, the City of Portage requires the cover to be secured with a lock when the tub is not in use.

## **Pest Control**

Cosmetic landscape damage due to moles, voles and chipmunks will not be addressed by the Association. Exception: Obvious damage which may jeopardize sub-surface support under an A/C unit, sidewalk, patio or driveway.

The Association provides exterior pest control service for stinging insects (wasps, and ground bees), insects causing structural damage through infestation and rodents that have gained interior access via a building issue. General interior and exterior service for other insects and pests is the responsibility of the Co-owner.

## **Rust Removal**

Rust removal from the concrete surface of Unit driveways and walkways is the responsibility of the Co-owner. Rust removal from the surface of deck components, porch railings and handrails is also the responsibility of the Co-owner. The Association provides periodic rust removal from unit siding and trim.

## **Complaints**

If as a Co-owner in our Community, you feel others are not abiding by the association rules, an anonymous formal complaint can be made by calling our management company. Please do not ask others to register a complaint on your behalf.

## **Assessment of Fines**

The violation of any provisions of the Condominium Documents, adopted rules, or regulations by any Co-owner, occupant or guest, shall be grounds for the assessment of fines. The Co-owner shall be deemed responsible whether the violations occur as a result of personal actions or the actions of family, guests, tenants or any other person admitted to the Condominium premises by such Co-owner.

Fines will be assessed in accordance with the provisions of Article 20 of the Bylaws. Upon receipt of a formal complaint concerning a potential violation and after default of the Co-owner or upon the decision of the Board, the following shall be levied:

- (a) First Violation – A warning will be issued. (No fine issued)
- (b) Second Violation – A \$50.00 fine will be levied.
- (c) Third and Subsequent Violations – A fine amount will be established (by the Association) and levied.

## **Repair and Maintenance Services**

The Association does not recommend vendors; however, your neighbors are always good sources of information for references. If you encounter a problem either inside or outside your condo you should contact the management company. (See page 4 for phone numbers.)

## **ARC Information / Approved Items**

All items below have been preapproved by the Oakland Hills Developer, Architectural Review Committee and the Board of Directors. All owners and future owners accept all responsibility and costs associated with installation, maintenance, repair, replacement, warranty, insurance, etc. The association assumes no responsibility for these items except that it reserves the right to remove these items if they are not maintained and the association will bill the current owner for any and all costs with removal. Keep in mind that when an item is scheduled for replacement such as gutters, the association has no responsibility to replace the gutter covers (if installed). The owner will be responsible for any additional costs to remove one of these items while repairing or replacing an association item.

### **Decks**

1. Deck flooring must be 5/4" X 6" treated boards, 5/4" X 6" natural cedar boards, or standard size 1" X 5.5" TimberTech Azek Harvest Collection boards in "Brownstone" color. Any proposed alternative must be approved by the Oakland Hills Board.
2. Replacement deck railings must be white in color and similar in style to the original builder installed railing.
3. Deck posts and rim boards can be wrapped in white Azek or like material. Contact Gardner for information on approved material.
4. Underdeck treatments may be installed provided they are white in color. Installations must include a gutter and dedicated downspout to assure proper drainage.
5. Sealing of wood decks, rim boards and support posts with Cabot Australian oil with clear finish or clear wood sealer. Absolutely no paint or stains can be applied to the decks, support post or rim boards.

6. Pergolas on the deck – all designs must be approved by the ARC and reviewed by the Oakland Hills Board prior to ARC submission. Designs must be consistent with the “basic pergola plan” available from Gardner Management or the Oakland Hills Board. Specific unit attachment detail must be provided. All exposed surface materials must be white Azek. Revisions, additions and/or material changes may be allowed.
7. Screened in porches under decks - the ARC must approve the design prior to installation. All exposed surface materials must be white.

**Storm Doors (Co-owner responsibility)**

1. Forestview: Provia Model 396 (95" x 36") "Full View" or "Self-Storing" Storm Door (White)
2. Creekside: Provia Model 399 (79" x 36") "Full View" or "Self-Storing" Storm Door (White)

**Railings for Decks and Porches**

All deck railings, front porch railings, and porch handrails are limited common elements. Repair and replacement is the responsibility of the Co-owner.

All railings must be white vinyl to match existing railings and posts. Gardner Management is the only approved installer for added front porch handrails.

**Gutter Covers** - Must match the gutters.

**Exterior Light Fixtures -**

1. Front porch - Kichler Courtyard Collection, one light, 18-inch outdoor wall sconce, model 9033RZ in rubbed bronze.
2. Back deck and patio – Kichler Courtyard Collection, one light, 11-inch outdoor wall sconce, model 9032RZ in rubbed bronze.
3. Garage coach lights are Association responsibility.

**Generators**

All generators must be installed along the side of the condominium home within the landscaping bed away from the front corners of the condo and screened from view on all sides. The landscape bed may need to be adjusted in size to accommodate the generator and additional screening after installation may be required.

**Exterior Materials Currently Being Used As of 11/14**

Lap siding: Gentek 4D Amherst Pebble

Shake siding: Exteria, style is Rough Sawn in Antique Grey

J&N Thinstone: Baugo Creek Cobble

Roofing: CertainTeed Landmark Weathered Wood

**Stamped/Colored Concrete**

Ashlar cut slate patter, SunBuff color, grey release accent color

**Items Specifically Not Allowed** - retractable awnings.

## **Volunteers**

The Oakland Hills Community maintains a list of resident volunteers who are available to assist Co-owners with Co-owner responsibilities such as changing smoke alarm batteries and replacing outside light bulbs; as well as a list of available equipment that may be borrowed such as ladders and rakes. This list is available in the Residents only portion of the Community Website.

## Appendix A

### COMMON AND LIMITED-COMMON RESPONSIBILITIES GUIDELINES

Last Updated: 10/20/2020

All references are from Article 4 of the Master Deed. The Master Deed supersedes in the case of discrepancy.

\* Understanding References – 4.1(b) would be Article 4, Section 4.1, Paragraph (b)

| Maintenance Item                              | Association Responsibility   | Co-Owner Responsibility  |
|---|--|--|
| 1. Concrete and Asphalt                       | Repair and replacement of all streets and curbing including road-side sidewalks. [4.1(b) and 4.1(o)]   | Repair and replacement of driveways and sidewalk leading to front entrance, and garage floors. [4.2(e)]  |
| 2. Exterior Electrical and Lighting           | Common area exterior lighting fixtures and garage coach lights, including the lightbulbs.<br>All electrical supply up to the point of connection to exterior fixtures or appliances. [4.1(p) and 4.3 (b)(1)]                       | All other exterior lighting fixtures attached to an individual unit. Replacement of bulbs in exterior fixtures, excluding the garage coach light lightbulbs.<br>Any unique electrical supply specifically installed for exterior fixtures or appliances, including but not limited to, generator and hot tub (excluding those in common areas such as the pool or clubhouse.) [4.2(h)] |
| 3. Interior Electrical and Lighting           | Common area interior fixtures and appliances (e.g., clubhouse lighting.)<br>All electrical supply up to the point of connection to interior fixtures or appliances. [4.1(c)]   | Any unique electrical supply specifically installed for interior fixtures or appliances, including but not limited to, furnace, AC unit, thermostat, stove, refrigerator, water heater, sauna, and whirlpool tub (excluding those in common areas such as the clubhouse.) [4.2(a)]   |
| 4. Telephone and Cable                        | All phone and cable supply up to the point of connection to the box in the yard. [4.1(d) and 4.1(i)]   | All phone and cable supply past the point of connection from the box in the yard up to and within the unit. [4.2(a)]   |
| 5. Satellite Dishes                           |  | All maintenance, repair, and replacement of Co-owner installed equipment. [4.2(l)]   |
| 6. Natural Gas [Heating]                      | All gas supply up to the point of connection to a fixture or appliance. [4.1(e)]   | Any unique gas supply specifically installed for fixtures or appliances, including but not limited, to generator, furnace, dryer, fireplace and water heater (excluding those in common areas such as the clubhouse.) [4.2(a)]   |
| 7. Water and Sewer                            | All water and sewer supply to the point of connection to a fixture or appliance and water or sewer supply in the wall or floor system that are not accessible by the Co-owner including exterior water faucets [4.1(f) and 4.1(g)] | Any unique plumbing supply specifically installed for fixtures including, but not limited to, garbage disposal, sinks, shower stalls, tubs, faucets, water softener, including water faucets located within the garage. Damage caused by Co-owner neglect [4.2(a)]   |
| 8. Plumbing Drains                            | All slow and backed up plumbing drains assuming no Co-owner fault. [4.1(f) and 4.1(g)]   | Plumbing drain problems caused by a Co-owner whether intentional or accidental. [4.2(a)]   |
| 9. Foundations, Support, Roof, Exterior walls | All repair and replacement. [4.1(j)]   | Repairs caused by Co-owner modification, neglect or damage.  |

|  |  |   |
|--|--|---|
| 10. Common Area Maintenance                                    | Entrance, Clubhouse and Pool area, Cul-de-sac Islands, and all common areas. [4.1(1)(r) and 4.3(b)(i)]   | Owner modifications of garden bed area surrounding individual units and any additional ARC approved landscaping. [4.2(k) and 4.3(a)(i)]           |
| 11. Irrigation System  | All sprinkler controls, piping, heads and adjustment for lawn area. [4.1(s)]   | Co-owner requests to adjust sprinkler system to cover non-lawn areas. [4.2(k)]  |
| 12. Garage Doors   | Repair and replacement of door and panels, including springs, cables, rollers and tracks. [4.3(a)(i)]  | Repair and replacement of electric opener and hardware. Any damage to door caused by Co-owner neglect, invitees or Co-owner's guests. [4.3(a)(i)] |
| 13. Doorbells  |  | Fixtures, buttons and button lights. [4.2(l)]   |
| 14. Door and Locks   | All exterior doors and hardware. Limited to original specifications. [4.3(a)(i)]   | Interior doors and locks. [4.3(a)(i)] Exterior storm doors approved by ARC.   |
| 15. Sunrooms added as an original builder extension to a unit. | Support, roof, and exterior walls. [4.1(j)]  | Interior wall and floor covering, or other interior improvements. [4.2(g)] Repairs caused by Co-owner modification, neglect or damage.            |
| 16. Patios, Decks and Pergolas                                 |  | All maintenance, repair and replacement. [4.2(c) and 4.2(j)]  |
| 17. Windows, sliders, doors to patios and decks, and skylights |  | Co-owner expense for maintenance and/or replacement including glass and screen replacement. [4.3(a)(i)]   |
| 18. Exterior staining, painting and caulking                   | All painted exterior surfaces excluding decks or other Co-owner additions. [4.1(v)]  | Decks and other Co-owner modifications of limited common elements. [4.2(c) and 4.2(l)]  |
| 19. Mailboxes and Address Numbers                              | Mailboxes, posts and numbers as installed by the developer. [4.1(u)]   |   |
| 20. Vents  | Repair and replacement of all exterior vent and air intake covers, and related trim (Present practice - not in Master Deed)                      | Cleaning of all vents (HVAC, microwave, stove, water heater, bath, dryer, etc.) [4.3(a)(i)]   |
| 21. Vinyl siding, exterior trim, stone facades, and gutters    | Repair, replacement and cleaning of all vinyl siding, exterior trim, stone facades and gutters. Cleaning out of gutters when necessary. [4.1(v)] | Needed cleaning caused by homeowner negligence. [4.3(a)(iii)]   |
| 22. Fireplace and Chimney                                      | Chimney  | Firebox, controls and vent. [4.3(a)(i and ii)]  |
| 23. Signage  | Responsibility of Association  |   |

To Oakland Hills Portage Condominium Association Co-owners:

This communication has been prepared to provide you with guidance in determining proper insurance coverage for your Oakland Hills property. More specifically, we hope that it helps you answer the question of how much insurance should be carried by the Association versus the Co-owner.

- The Master Deed and By-Laws define the repair and insurance responsibilities of the Association versus the Co-owner.
- “General Common” Elements are the responsibility of the Association. “Limited Common” Elements are the responsibility of the Owner. Please refer to the Master Deed, Article 4, Sections 4.1, 4.2, 4.3, and the Bylaws, Article 4, Sections 4.1 & 4.3.
- An additional document, entitled “Common and Limited Common Responsibilities” defines Association versus Co-Owner Responsibility for 23 major items in your home. This should be an important reference document for you and your insurance agent. See Appendix A,
- These documents are available on our Oakland Hills Community website at: [oaklandhillsporage.org](http://oaklandhillsporage.org). Gardner Management can also provide you a copy.
- All losses due to Owner or Resident “negligence” must be repaired at the expense of the Owner, regardless of who is identified to be responsible for the lost property in the Master Deed. This loss may be covered by the Owner’s liability insurance.
- Although this is not intended to be a formal legal or insurance opinion, the following axiom may be used to provide a responsible way to reduce your risk of finding yourself under insured:” If you can touch it within your unit, insure it.”
- When purchasing Owner property insurance, be sure to include your deck, patio, pergola, sauna, windows, driveway, fireplace, furnace, air conditioner, water heater, water softener, and all building improvements. These are just a few examples of items that are often overlooked.
- All “Personal Property” is to be covered by the Owner.
- If you believe an insurance claim needs to be filed or a property loss needs to be repaired, contact both Gardner Management and your personal insurance agent.

Please note that this memo should not be your sole source for insurance information. Your personal agent should review the referenced condominium documents.

Oakland Hills Association Board of Directors

