

ARCHITECTURAL CONTROL POLICIES AND PROCEDURES

OAKLAND CREST CONDOMINIUM ASSOCIATION

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1 Policies

To promote the aesthetic harmony and continuing attractiveness of Oakland Crest Condominium Association and to facilitate the beneficial operation of the residential areas thereof, Oakland Crest Condominium Association Board has adopted the following Architectural Control Policies and Procedures. These policies provide for community appearance standards and coordinated administration of those items related to community appearance throughout the community.

The Board of Directors and/or the Architectural Review Committee is responsible for the approval of alterations and modifications to all Limited Common Elements. The Condominium By-laws stated in Article VI, Section 4, contain the general requirements. They are:

Section 3: Architectural Controls: The purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Accordingly, unless and until the construction plans and specification are submitted to, and approved in writing by, Developer in accordance with the provisions of Subsection 3.A (i) no building, fence, wall or other structure shall be constructed, erected or maintained, and (ii) no addition, change or alteration shall be made to any existing building, fence, wall or other structure except interior alterations.

2 General

- 2.1 The Board may appoint representatives to an Architectural Review Committee or utilize the Community Manager to enforce these policies and review applications for alterations and modifications.
 - 2.1.1 The Board will review Site Inspection Report and reply to Architectural Review Committee or Community Manager within one (1) week with any additional feedback for first notices.
 - 2.1.2 The Architectural Review Committee or Community Manager can automatically proceed with additional compliance notices after the first notice for the same offense was previously approved by the board of Directors.
- 2.2 Alteration and modification requests will be considered only if submitted in accordance with procedures established by the Oakland Crest Condominium Association.
- 2.3 These requests shall be acted on in writing, within 30 days of receipt. A request with all the required supporting documentation included will be reviewed and approved within fourteen (14) days. Homeowners must provide a complete request (with all supporting documentation) that includes Surveyed Plans, Color Samples, Drawings, etc., in order for the request to be properly reviewed. Requests with incomplete information will be denied within the thirty-day (30) window mentioned below and owners will have to collect the additional information and re-submit for further review. If the Architectural Review Committee fails to give written notice of its approval of any final architectural plans and/or specifications submitted pursuant to the requirements of Article VI, Section 28.2 of the Bylaws within thirty (30) days from the date they are submitted, the Architectural Review Committee shall be deemed to have rejected the plans and specifications.
- 2.4 The initial approval granted by the Board or Architectural Review Committee shall constitute only as authority to construct. Any construction so approved shall be in accordance with the approved request, the municipality building code and shall be subject to their permits and final inspections.
- 2.5 The Board reserves the right to use any authorities granted to it under the Master Deed and

Condominium Bylaws as well as any other rights available to enforce these policies and related procedures.

Oakland Crest Condominium Association Architectural Policies

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- 2.6 Once approved, alterations/modifications made by an owner and/or contractor shall be done without expense or liability to the Association. Owners shall be responsible for the following but not limited to:
 - 2.6.1 Damage to sod, landscaping, final building grades, irrigation system, and utilities during construction.
 - 2.6.2 Damage to neighboring units, both interior and exterior during construction.
 - 2.6.3 Injury to themselves, members of the public and workmen.
 - 2.6.4 Damage to their unit or neighboring units caused during or after construction as a result of improper construction or a change in drainage.
 - 2.6.5 Maintenance of decks, patios or landscaping installed in accordance with Article VI, Section 6.2 of the Bylaws.
 - 2.6.6 Removal and/or relocation of any existing structures, landscaping, etc., in connection with said installations.
 - 2.6.7 The subsequent removal of decks, patios or landscaping, as required to allow access to the association, municipality, or utility companies for the purpose of carrying on necessary repairs or maintenance.
 - 2.6.8 Removal of construction debris/trash shall be within two days of alterations/modification completion.
- 2.7 Alterations/modifications once started shall be completed within 30 days.
- 2.8 The Association Board or its designated Architectural Review Committee or a property management company shall act as receiving agent for all alteration and modification problems, concerns, applications, correspondence and refunds of deposit.
- 2.9 The Association reserves the right to periodically inspect alterations/modification for adequate maintenance and if in the Association's opinion adequate maintenance has not been performed, request the same of owner. Should owner fail to comply, the Association reserves the right to arrange for needed maintenance and charge owner for same plus a 10% service charge for arrangements made.

3 Specifics

- 3.1 **Basketball Backboard:** Basketball hoops and play areas are permitted subject to strict compliance with the following restrictions:
 - 3.1.1 All basketball hoops shall be on ground mounted posts with a minimum setback of at least 30 feet from the curb of the adjacent road.
 - 3.1.2 The ground mounted post for the basketball hoop must be a minimum distance of 5 feet from the side property line of the Unit.
 - 3.1.3 No florescent or bright colors shall be permitted for either the post or the backboard. The ground mounted post shall be painted black and the backboard of the basketball hoop shall be clear. The net must be kept in good condition and replaced with warn or faded.

- 3.1.4 Any lighting of basketball hoops and play areas shall be designed to shield light away from homes on other Units.
- 3.1.5 Portable/removable hoops are not permitted.
- 3.2 **Decks:** All decks must be located in the buildable area of the rear yard of a Unit. However, walkways related to decks can protrude no more than four feet into a side yard, so long as such area is within the buildable area. Decks and any related walkways must comply with all other applicable rear or side yard setback requirements imposed by the Township and these Bylaws. Permitted materials for deck and rail structures are cedar and/or treated and/or simulated wood. Any such decks must comply with all applicable rear yard setback requirements imposed by the Township and the Bylaws. All building materials and colors must complement your home.
- 3.3 **Driveways:** All driveways are to be maintained and in good repair. Driveways must be constructed with concrete, brick pavers, or like material. Asphalt or “blacktop” driveways are not permitted.
- 3.4 **Dog Runs:** Dog kennels or runs or other enclosed shelters for animals are expressly prohibited.
- 3.5 **Fences:** With the exception of any fencing improvements installed by the Association, no perimeter fences, walls or similar structures shall be erected on any Unit. Only State required fencing around pools are allowed as long as it is in compliance with all laws and governmental regulations and ordinances pertaining thereto. “Invisible fencing” type devices may be installed within individual Units, provided there is a five (5) foot setback from any community sidewalks.
- 3.6 **Flags:** Flags are permitted. They are not to exceed three feet by five feet in size. No more than three flags will be permitted on the property. Flags must be maintained and in good condition.
- 3.7 **Flowers:** Container plantings are allowed on porches, landscaped beds, patios and/or decks. Ground-mounted hangers may be used immediately adjacent to decks and patios at rear of Unit. All container plants must be brought indoors after November 1st and may be set outdoors after April 1st. No more than two (2) ground mounted hooks are allowed in the front of the home with a max height of four feet.
- 3.8 **Furniture:** No unsightly condition shall be maintained on any patio, porch or deck, and only outdoor furniture and equipment consistent with the normal and reasonable use of such area shall be permitted to remain there. Furniture located outside of a Unit must not be in disrepair and must consist of typical deck, porch and/or patio furniture. Folding chairs are not allowed in view from the street except temporarily while in use. The use of couches, car seats or other non-traditional outdoor furniture or equipment is prohibited.
- 3.9 **Gardens:** Any garden must be pre-approved by the Association, for size and location, prior to tilling.
- 3.10 **Gazebos, Pergolas Trellises & Arbors:** Construction materials, finish and color must be the same as or similar to the esthetic of the home. The maximum height of the roof peak is 15 feet as measured from the deck floor. The location of any gazebo must be included in any drawings submitted for approval. The placement must be approved by the board and may require adjoining neighbors’ approval. All plans require submission of plans and written approval of the Board prior to construction, subject to local ordinances and setback requirements.

- 3.11 **Generators:** Auxiliary power generators must be installed so as to not be visible from the road. Generators shall also be appropriately screened from view by means of landscaping. They shall be located so as to cause minimal disturbance to residents of adjacent Units. The location should provide maximum ventilation and not interfere with ventilation of adjacent Units. Only natural piped in gas or propane is allowed, subject to local ordinances. Generators are to be operated only during utility power outages or during the pre-set testing period which occurs once a week.
- 3.12 **Grills:** Propane, natural gas, electric or charcoal grills are allowed on rear decks subject to the limitations of all applicable ordinances. Propane, electric and charcoal grills allowed on driveway and must be kept in garage when not in use, subject to the limitations of all applicable ordinances.
- 3.13 **Holiday & Event Decorations:** Holiday Decorations are allowed and may consist of lights and other decorations appropriate to the holiday being celebrated. Holiday decorations may be installed no earlier than four (4) weeks before a holiday and must be removed no later than ten (10) weeks after a holiday weather permitting. Owners may not place holiday decorations on the General Common Elements. Special events (i.e. birthday's, graduations, births) may be displayed for one week's time.
- 3.14 **Hot Tubs/Spas:** Jacuzzis and spas may be installed if permitted by the Township and the Board of Directors. Any Owner intending to construct a hot tub must submit to the Architectural Review Committee a detailed description and proposed layout showing size, location, materials, shape, landscaping, fencing, screening, and the type of construction. The Architectural Review Committee shall have absolute discretion to approve or disapprove any proposal and may attach any conditions, which deems appropriate. Any approved hot tubs must be maintained by the Owners in a safe and clean condition and must also be maintained in appearance consistent with the standards of the Architectural Control Policies.
- 3.15 **Landscaping:** Prior to commencing any landscaping on the owner's Unit, the owner shall submit to the Architectural Review Committee a proposed landscape plan, which plan shall be subject to the Architectural Review Committee's prior approval.
- 3.15.1 Stockpiling and storage of building and landscape materials and/or equipment shall not be permitted on any Unit, except for materials and/or equipment which are used within a reasonable length of time. In no event shall landscape materials be stored for a period of more than thirty (30) days. Stockpiling and storage of firewood for use in a dwelling shall be permitted only in areas adjacent to the side or rear of the dwelling. Firewood shall not be visible from any streets.
- 3.15.2 Owner of each Unit shall maintain the service area of all easements within his Unit, keep grass and weeds cut, keep the area free of trash and debris and take such actions as may be necessary to eliminate or minimize surface erosion. The owner of each Unit shall be liable for any damage to any improvements which are located in, on, over and/or under the subject easement, including, but not limited to, damage to the Storm Water Drainage Facilities, electric, gas, telephone and other utility and communication distribution lines and facilities, which damage arises as a consequence of any act or omission of the owner, his agents, contractors, invitees and/or licensees.
- 3.15.3 No structures of any kind may be placed within any easements within the Project without (i) the prior written approval of the Developer during the Construction and Sales Period and by the Association thereafter and (ii) any necessary Township approvals.
- 3.15.4 When weeds or grass on any Unit exceed six (6") inches in height, the Owner shall mow or cut the weeds and grass over the entire Unit except in wooded areas, and Wetlands, if any. If an Owner fails to mow or cut weeds or grass on the Owner's Unit within ten (10) days after written notice, the

Association may perform such work and the cost shall be assessed to the Owner and become a lien upon the Unit as provided in Article 2 of the Bylaws.

- 3.15.5 Owners of Units shall be responsible for the maintenance of parkways or public rights-of-way located between the line of the Owner's Unit and the edge of adjacent street pavement (the "Side Strip Area"). The Owner shall maintain the Side Strip Area in accordance with the same standards required in the Bylaws. The Owners' responsibility for maintenance shall include, but shall not be limited to, watering and the replacing of street trees. Street trees shall be located inside mulched rings and maintained free to weed and grass. If an Owner fails to repair or replace a damaged or diseased tree (with a minimum of 2.5" caliper measured from 48 inches above ground level) in the Side Strip Area, within thirty (30) days of a written notice, the Association shall replace the tree and the Owner shall reimburse the Association for the cost of replacing the tree within ten (10) days after the Association makes written demand for payment. The foregoing shall be subject to Developer's responsibility for street tree planting as set forth in the PD Agreement Bylaws.
- 3.15.6 The Township may regulate the type of fertilizers that may be used on any Unit.
- 3.15.7 All tree removal is subject to the Township Tree Protection Ordinance. Trees measuring three inches or more in diameter at 48 inches above ground level may not be removed without the prior written approval of the Association in addition to any approvals required from the Township. Prior to commencement of construction, each Owner shall submit to the Architectural Review Committee a plan for the preservation of trees in connection with the construction process. The Owner shall not commence construction unless such plan is approved by the Architectural Review Committee. It shall be the responsibility of each Owner to maintain and preserve all large trees within the Unit, including the removal of any tree cables or stakes. This responsibility also includes welling trees, if necessary.
- 3.15.8 No wetland area, wetland buffers, or retention/detention area shall be used, modified or occupied without the prior written approval of Board of Directors, the Association, the Township and applicable governmental authorities. No wetlands, if any, within or serving the Project shall be modified in any manner, including, but not limited to, altering the topography of, placing fill material in, dredging, removing or excavating any soil or minerals from, draining surface water from, constructing or placing any structure on, plowing, tilling, cultivating, or otherwise altering or developing the wetlands, unless a permit for such modification has been issued by Michigan Department of Environmental Quality and all other governmental units or agencies having jurisdiction over any wetlands within the Project, including the Township and unless such modification is approved by Architectural Review Committee during the Construction and Sales Period and by the Association thereafter.
- 3.15.9 No plants, seeds or other material harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Unit or any appurtenant Limited Common Elements. The Owner shall, at its cost, immediately remove any shrub, tree or other plant that is diseased, dying or dead. If the Owner fails to remove such shrub(s), tree(s) or other plant(s), the Board of Directors or the Association may perform such work and the cost of such work shall become a lien upon the Unit(s) involved, until paid.
- 3.15.10 Upon completion of construction of a residential dwelling on any Unit, the Owner shall cause the Unit to be finish graded, sodded, suitably landscaped **with planter beds**, and irrigated with an underground irrigation system as soon after such completion of construction as weather permits, and in any event within a maximum of six (6) months from the date of completion. **Planter beds shall include areas with soil, rock or organic mulch and having plants interspersed in variety of shrubs, flowers, grasses, and/or tree(s) following the following specs:**
- Minimum plant coverage of front wall of the Unit at installation: 50% of planter bed
 - Minimum plant coverage of front wall of the Unit at 3 years after installation: 75% Seasonal flowers qualify as cover
 - Minimum in front yard: 1 trees (not including street trees)
 - The one (1) tree is to be deciduous with a caliper of two inch (2") or greater measured ten inches (10") above the top of the root-ball

- Street trees do not count toward the one required front yard tree

As a variance to the specifications described above and due to the Unit Size of 2 plus acres, Unit#21 through Unit#28 will be allowed to sod the front and side yards and seed the backyard only, provided the Owner uses a hydroseed grass mix acceptable to Developer and the Architectural Review Committee.

- 3.16 **Lights:** No exterior illumination of any kind shall be placed or allowed on any portion of a Unit, with the exception of low-voltage architectural lighting (such as that used to illuminate walkways), unless first approved by the Architectural Control Committee. The Architectural Control Committee shall approve such illumination only if the type, intensity and style thereof are compatible with the style and character of the development of the Unit.
- 3.17 **Mailboxes:** If in the event a mailbox or post is damaged, it's the homeowner's responsibility to repair or replace the mailbox and / or post. Replacement mailboxes must match a similar aesthetic to existing mailboxes in the neighborhood. If multiple mailboxes are affected on one post, it's all the homeowners' responsibly for the cost of repair.
- 3.18 **Patios:** Allowed in rear yards and may be laid with brick pavers, concrete or other suitable material. All patios must be located in the rear yard of a unit in a buildable area. Matching walkways that wrap around to a garage entry or a driveway are permissible. Walkway width is not to exceed 4 feet. Patios are to be installed at grade level unless alternate level is needed for handicap accessibility. All patios require submission of plans and written approval of the Board prior to construction, subject to local ordinances and setback requirements.
- 3.19 **Play Structures:** Play structures may only be constructed on a Unit with the prior written approval of the Architectural Control Committee. Play structure or swing set must be constructed of cedar/treated/simulated wood, rust free metal or durable plastic materials. Permitted play structures shall be constructed in accordance with all applicable local ordinances and state laws and shall be screened from all streets by wall, solid fence, evergreen hedge or other visual barrier approved in writing by the Association. All materials must be kept well maintained and in good, proper working order. No swing sets or playground equipment shall be placed in front or side yards. Should the play structure no longer be in use by the homeowner or its inhabitants, it is to be deconstructed and removed from the property.
- 3.20 **Snow Removal:** The Owner shall be responsible for all snow removal from the driveway located upon the Owner's Unit, as well as any sidewalk adjacent thereto and including any driveway approach area located within any Side Strip Area adjacent to the Owner's Unit. If an Owner fails to remove snow from the Owner's Unit, including adjacent sidewalks and approaches, within ten (10) days after written notice, the Association may perform such work and the cost shall be assessed to the Owner and become a lien upon the Unit as provided in Article 2 of the Bylaws. If more than 2" of snow falls, all vehicles must be removed from the streets. If a homeowners vehicle is not removed from the street and the plow truck is called back to remove the excess snow, the homeowner of the vehicle will be charged the plow cost. It is the homeowner's responsibility to clear their driveways and sidewalks of snow within 24 hours of snowfall. Plowing, shoveling, or using a snow blower to put snow in the streets is not allowed.
- 3.21 **Statues:** No statues, sculptures, objects of art or any other similar objects ("Objects of Art") shall be permitted anywhere on the Unit. Objects of Art are permitted in the back of the Unit so long as they are placed in a location in the back of the Unit that is unobtrusive, and not readily visible from the street or common areas and shall be adequately screened by landscaping, if necessary, or by other visual barriers as may be approved in writing by the Association or the Architectural Control Committee, if applicable.

- 3.22 **Storage Buildings/Outbuildings:** Outbuildings or storage-type sheds are prohibited.
- 3.23 **Storm Doors:** Full-light without ornamentation is permitted. Trim color must match trim on building.
- 3.24 **Swimming Pools:** Swimming pool shall be constructed in accordance with the Master Deed and Bylaws of the Association and with all applicable local ordinances and/or state laws.
- 3.24.1 NO ABOVE-GROUND SWIMMING POOLS are permitted.
- 3.24.2 In ground swimming pools may be constructed on a Unit in the rear yard with the prior written approval of the Association, subject to any approvals and/or permits which may be required to be obtained from any public authority having jurisdiction.
- 3.24.2.1 Such approval shall not be unreasonably withheld but may be reasonably conditioned upon compliance with adequate screening and other aesthetic requirements. The size, configuration, location and exterior appearance of any swimming pool shall be subject to the Association's prior written approval, and shall conform to all local ordinances.
- 3.24.2.2 Copies of approved final inspections are to be provided to the Association for complete record keeping.
- 3.24.2.3 All related mechanical equipment will be located in the rear yard and will not extend past the side of the dwelling and must be fully concealed from view. Owner shall take into consideration all sound nuisances to neighboring property in the installation of equipment.
- 3.24.2.4 Underground Wiring: No permanent lines or wires shall be constructed, placed or permitted to be placed anywhere above ground on the Unit.
- 3.24.2.5 Construction shall commence within six (6) months from the date of the approval from the Architectural Control Committee or the homeowner must again submit for approval.
- 3.24.2.6 All construction debris and materials must remain on the Unit and may not be stored on the street, neighboring property or common area.
- 3.24.2.7 Construction clean up shall be performed at the end of each work day.
- 3.24.2.8 Access to the rear yard shall be made on the Unit property and access shall not be granted from the neighboring property or common area without approval from the neighboring Units or Association for the common area.
- 3.24.2.9 Once the pool is complete the grade and swale/drainage area need to be staked and re-certified by a certified civil engineer. The cost of this staking and re-certification is the responsibility of the homeowner.
- 3.25 **Trash:** Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so that it will not be objectionable to neighboring Owners. No outside storage for refuse or garbage shall be maintained or used. The Board of Directors of the Association may designate a day of the week on which all trash pick-up in the Project shall occur. All containers shall be removed by the end of the designated pick-up day. The burning or incineration of rubbish, trash, construction materials or other waste outside of any residential dwelling is strictly prohibited. If the Township, by ordinance, has a mandatory rubbish removal and waste recycling program, each owner shall participate in such program and shall be billed separately by the Township for such services.
- 3.26 **Trim Painting:** Must use original trim color or a complimentary color in neutral tones. Any color changes require prior approval from the Association.
- 3.27 **Windows:** Window and door screens shall be the same color as originally installed on the units. Glass block windows are permitted for basement windows only.

- 3.28 **Water Features & Fountain:** Fountains and water features are permitted in the back of the Unit so long as they are placed in a location in the back of the Unit that is unobtrusive, and not readily visible from the street or common areas and shall be adequately screened by landscaping, if necessary, or by other visual barriers as may be approved in writing by the Architectural Control Committee, if applicable.
- 3.29 Approved alterations shall be constructed only within the unit area as defined in Exhibit "B" to the Master Deed.
- 3.30 Existing grade shall not be changed to result in impaired water drainage for the building (or neighboring building).
- 3.31 Access shall be provided to enable outside utility meters to be read.
- 3.32 The property management company shall be contacted when existing irrigation lines or sprinkler heads on any common element are to be moved. The owner is responsible for moving heads and costs related thereto.
- 3.33 Any damage to underground utility lines including the building's sump lines are owner responsibility.
- 3.34 Approved alterations shall be in conformance with the architectural standards of the Association.