

**CADILLAC NORTH SHORE CONDOMINIUM ASSOCIATION
AMENDED AND RESTATED
RULES AND REGULATIONS**

ARTICLE I

AUTHORITY

Pursuant to Article VI, Section 10 of the Amended and Restated Bylaws of the Condominium, these Amended and Restated Rules and Regulations have been duly adopted on July 5th 2014, by the affirmative vote of more than fifty percent (50%) of the Co-owners of Cadillac North Shore Condominium. Accordingly, these Rules and Regulations constitute a part of the Condominium Documents, and all Co-owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth herein.

ARTICLE II

PETS

No dogs or other animals that require outdoor excretion shall be maintained by any Co-owner on the premises of the Condominium, except any Co-owner who had no more than two dogs at the time these Rules and Regulations were originally adopted by the Association shall be allowed to keep same, provided that said Co-owner shall abide by the provisions and terms set forth in Article VI, Section 5 of the Amended and Restated Bylaws of the Condominium and the dog(s) shall be kept on a leash whenever outdoors and not be allowed to run freely on any portion of the Condominium Premises or otherwise be left unattended outside the Co-owner's Unit. Guests or visitors of Co-owners shall be allowed to bring a dog or other common house pet onto the premises of the Condominium for a period not to exceed seventy-two (72) hours for any one visit, subject to the same provisions and terms set forth herein and in the Bylaws of the Condominium regarding control of the dog or pet. Any Co-owner having a dog or permitting a guest or visitor to bring a dog or other pet onto the premises of the Condominium shall be responsible for collection and disposition of all fecal matter deposited by said dog or pet. Any Co-owner who possessed a dog at the time these Rules and Regulations were originally adopted by the Association and who wishes to maintain same on the Condominium Premises, shall register the dog(s) with the Association by providing a written description of same to the Board of Directors. Upon the demise of such registered dog(s), the Co-owner will become subject to the "no dogs" policy of this Article. The provisions of this Article II shall not apply to small animals that are constantly kept indoors, such as house cats, small birds or fish.

ARTICLE III

DOCK USAGE

The Dock which constitutes a part of the Common Elements of the Condominium shall be available for use by all Co-owners in good standing with the Association and their guests or tenants. Dock spaces requested by Co-owners or tenants for the parking and securing of watercraft during the boating season shall be assigned by the Property Manager for the Condominium, or by the Board of Directors in the absence of a Property Manager, in accordance with the following Conditional Priorities, with "First" being the highest priority and "Fifth" being the lowest priority, until all spaces are assigned:

- First: One space for one watercraft registered in the name of a requesting Co-owner in good standing.
- Second: One space for one watercraft registered in the name of a requesting tenant leasing or renting a Unit from a Co-owner in good standing.
- Third: One space for one watercraft registered to any relative of (i.e., any person having bonds of consanguinity, legal adoption, or marriage to) a requesting Co-owner in good standing who does not already have an assigned space.
- Fourth: A second space for a second watercraft, to a requesting Co-owner who already has an assigned space, with priority for the assignment of any second space to be based on the same criteria above as used to assign the first space.
- Fifth: One space for one watercraft registered to any friend or acquaintance of a requesting Co-owner in good standing.

Should all available Dock spaces become assigned and in use, the Property Manager (or Board of Directors) may, at any time, re-assign a Dock space from the lowest priority watercraft to another watercraft that satisfies a higher priority criterion above. Should all available Dock spaces be assigned and in use, the Property Manager will maintain a "wait list" for assignment of the next available dock space. Priority on the wait list will be based firstly on the Conditional Priorities defined above and second on the date the Co-owner submits a written request for a slip. When a slip becomes available, the highest priority Co-owner on the wait list will be given the opportunity to claim that slip. Should the first Co-owner not claim the available slip, the next Co-owner will be contacted. This process will repeat until the slip is claimed. Should the first Co-owner choose not to claim the available slip, their name will remain first on the list. If the second Co-owner does not claim the slip, the process will repeat with all Co-owners maintaining their position on the wait list. Co-owners wishing to move to another location are requested to seek out another Co-owner willing to trade slips.

The Association reserves the right to require any Co-owner who requests assignment of a Dock space to show proof of registration for the watercraft to be assigned.

Dock space is assigned to the Co-owner, not to the unit, and is not transferable with the sale of a unit. If a Co-owner sells a unit and they have a slip assignment, the slip assigned is offered to the first Co-owner on the wait list who holds a higher Conditional Priority than the new Co-owner.

Due to the limitation on dock configuration created by the lake bottom profile, it is preferred that shallow draft craft (pontoon boats) are docked in the shallow slips and deep draft craft (power boats) be docked in the deeper slips. Should all available slips become assigned and in use, the Property Manager (or Board of Directors) may, at any time, re-assign a slip to allow a deep draft craft access to deeper water. It is further stated that the dock space provided may not be suitable for all sizes and types of water craft. It is the responsibility of the Co-owner to verify any water craft and hoist they intend to use will fit the dock configuration and depth limitations.

Slips not occupied by the assigned boat by June 30th will be offered to the next Co-owner on the list unless written notice is received by the Property Manager prior to that date requesting extension.

All watercraft must be secured on a lift or hoist. No watercraft are allowed to be secured to the dock or moored on the lake front.

The Property Manager will advise Co-owners who have slip assignments the schedule for the installation of the dock in the spring and for the removal of the dock in the fall. Co-owners are responsible for the coordination and cost of installing and removing their own boatlifts. Boatlifts are not to be placed in any location, either on the Condominium property or in the water, that will inhibit the installation or removal of the dock. If, in the sole judgment of the Association or its vendor, any boatlift must be moved or relocated to facilitate the installation or removal of the dock, the cost for such movement or relocation will be assessed to the Co-owner who owns or is responsible for the placement of the boatlift. Boatlifts are to be put in and taken out of the water using the boat launch ramp; boatlifts are not to be dragged over the rock seawall. Boatlifts to be placed on the West leg of the dock after the dock has been fully installed may require the removal of one or two dock sections on the main leg to facilitate placement. Any cost for the removal and reinstallation of dock sections to accommodate placement of a boatlift will be done strictly at the Co-owner's expense.

Co-owners who utilize the dock assume all risk of loss or damage to their boat and related equipment, whether from acts of God or collision with another Co-owner's boat, shore station, or the dock. Co-owners are personally liable for any damage their boat may cause to another co-owners' equipment or to the dock itself as a result of collision, whether while being driven or from improper or inadequate mooring to a shore station.

ARTICLE IV

ANNUAL MEETINGS

At least one meeting of the members of the Association shall be held each year sometime during the period between June 1 and August 31 of the calendar year. The precise date, time and place of such meeting(s) shall be determined by the Board of Directors. Notice of any meeting of the Association, including the time, date and location, shall be provided to all Co-owners by the Board of Directors at least 30 days prior to the meeting date.

ARTICLE V

RESOLUTION OF PROBLEMS

Problems relating to the condition, function, or use of any of the General Common Elements appurtenant to the Unit of a Co-owner shall be immediately reported by the Co-owner or the Co-owner's tenant to the Property Manager for the Condominium, or to the Board of Directors in the absence of a Property Manager, using the **PROBLEM REPORT AND REQUEST FOR MAINTENANCE, REPAIR OR REPLACEMENT** form available from the Property Manager (or Board of Directors). If possible, the Property Manager will resolve the problem, provided that the total cost to the Association to correct the problem does not exceed \$100. For major problems where the expected cost to correct the problem exceeds \$100, the Property Manager will relay the Co-owner's Problem Report to the Board of Directors for appropriate action. In an emergency, the Co-owner or tenant shall contact the Property Manager or any member of the Board of Directors by telephone or other expedient means.

Co-owners are not to contract directly with the Developer of the Condominium or any other person or entity for any repairs or alterations to the General Common Elements without the prior written consent of the Board of Directors.

ARTICLE VI

SATELLITE DISHES

Only satellite dishes subject to the following restrictions will be approved by the Board of Directors. The Co-owner must first consult with their supplier and obtain a specific proposal showing the size of the dish, how and where the dish will be attached and how and where the cable will be routed into the building. This proposal must be submitted to the Board for approval prior to installation. The Board will make every effort to act promptly. Only one dish will be allowed per unit. The dish must be permanently attached to the side of the building structure. The dish must not be attached to the roof structure. The diameter of the dish is to be as small as possible to get acceptable reception. The dish will be designated Limited Common Elements and the Co-owner will be responsible for all maintenance, repair and upkeep, including the cost of any repairs to the building structure resulting from secondary damage caused by the installation of the dish and its cable. The dish and its mounting structure may be painted by the Association from time to time to improve and maintain its appearance.

ARTICLE VII

DECK AWNINGS

Only deck awnings subject to the following restrictions will be approved by the Board of Directors. Each Co-owner must obtain Board approval before any installation. The Co-owner must first consult with their supplier and obtain a specific proposal showing size, location of the awning and how the awning will be attached to the building structure. The awning will be designated Limited Common Elements and the Co-owner will be responsible for all maintenance, repair and upkeep, including the cost of any repairs to the building structure resulting from secondary damage caused by the installation of the awning. All awnings must be retractable. SUN SETTER PRODUCTS has been chosen as the preferred manufacture, and cream and brown is the only approved color. Brochures and video on the preferred awning are available from the Property Manager.

ARTICLE VIII

MAINTENANCE AND LOSS RESPONSIBILITY FOR COMMON ELEMENTS

Responsibilities for loss recovery and maintenance of the common elements of the condominium are defined in the governing documents for the Association, including the Master Deed (as amended) and the Amended and Restated Bylaws. In order to help Co-owners understand their responsibilities vis-à-vis the Association's responsibilities, a MAINTENANCE AND LOSS RESPONSIBILITY QUICK LIST (Revised 10/18/2011) is included as an addendum to these Rules and Regulations. This QUICK LIST summarizes the provisions stated in the Master Deed (as amended) and the Bylaws along with the related policies established by the Board of Directors. All Co-owners should become familiar with the QUICK LIST and direct any questions to the Property Manager or to the Board of Directors.

ARTICLE IX

BYLAW AND RULES ENFORCEMENT PROCEDURE

This Article IX incorporates the "Rules and Regulations" pertaining to "Bylaw and Rules Enforcement Procedure," adopted 09/13/2011 by the Association, in its entirety as an amendment to these Amended and Restated Rules and Regulations.

ARTICLE X

MONTHLY ASSESSMENT COLLECTION PROCEDURE

Article II, Section 3 of the Amended and Restated Bylaws states that "Annual assessments related to the budget ... shall be payable by the Co-owners in twelve (12) monthly installments, in accordance with the monthly installments established by the Board of Directors...." Consistent with this provision of the Bylaws, and pursuant to minimizing the workload and administrative costs associated with tracking, depositing, and recording the monthly payments by all 41 Co-owners, the Association implemented a system of automatic ACH debits from individual Co-owners' bank accounts effective with the 2006 calendar year budget. This system has proven to be completely reliable and safe for the Co-owners as well as extremely efficient for the Treasurer of the Association and the outside bookkeeping service employed by the Association. Accordingly, all Co-owners are required to complete and sign an AUTHORIZATION AGREEMENT FOR ACH DEBITS (hereinafter AUTHORIZATION form), and should their bank account information change at any time thereafter, immediately notify a member of the Board of Directors or the Condo Manager of the change and submit an updated AUTHORIZATION form to the Association. Any Co-owner who refuses to sign an AUTHORIZATION form will be subject to a processing fee of \$50 per manual payment, such fee being in addition to the budgeted monthly assessment. Also, any manual payment not received by the Association on or before the 1st of the month that such assessment is due will be considered in default and subject to a \$20 late charge in addition to the \$50 processing fee, in accordance with Article II, Section 3 of the Bylaws.

CADILLAC NORTH SHORE CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

Adopted : 9-13-2011

One of the fundamental purposes of the Condominium Association is to develop and enforce Rules and Regulations that enhance the shared ownership involved. Rules and Regulations provide the basis for protecting the Co-owners' investment in the Condominium Project and for providing the framework within which Co-owners can live in harmony in a group situation.

Article VI, Section 10 of the Condominium Bylaws grants Co-owners the authority to make Rules and Regulations. Article X Section 4(j) grants the Board of Directors the authority to enforce the Rules and Regulations as approved by the Co-owners.

Article XVIII, Section 1(d) of the Condominium Bylaws grants Co-owners the authority to adopt Rules and Regulations establishing fines for the violation of any provisions of the Condominium Documents, which fines may be assessed and collected in the same manner as is provided in Article II, Section 2(c) of the Condominium Bylaws. Article XVIII Section 1(d) states that no fine may be assessed unless the Rules and Regulations establishing such fine have been duly approved by Co-owners as prescribed in Article VI, Section 10 of the Condominium Bylaws.

BYLAW AND RULES ENFORCEMENT PROCEDURE

A. COMPLAINT PROCEDURE

1. Any member having a complaint concerning a violation of the Master Deed, the Condominium Bylaws or other Condominium Document for Cadillac North Shore Condominium should:

- (a) Note the incident date(s), time(s), name (if known), and address of the member, guest or non Co-owner occupant allegedly violating the Condominium Documents and write out a detailed description of the alleged violation; and

- (b) Submit the above information in a written complaint to the Association's Board of Directors, or its designated agent, if applicable. The Complaint should contain as many of the specifics as possible.

B. VIOLATION PROCEDURE

1. Upon receipt of a complaint, the Board of Directors, or its designated agent, with the advice of the Association's legal counsel, if necessary, will determine if the complaint appears to be meritorious and if the Association has the jurisdiction to involve itself, or if it involves a matter that should be enforced by the complaining Co-owner independently. If the Co-owner elects to enforce his or her rights independently, the Association shall have the option, in its discretion, to join in the action or pursue such other enforcement action as it deems appropriate.

2. If the Association does not have jurisdiction to involve itself or if the complaint appears not to be meritorious, the Board of Directors, or its designated agent, will send a written notice to the person issuing the complaint. However, if the complaint appears to be meritorious and the Association has jurisdiction to involve itself, the Board of Directors, or its designated agent, will send a written notice stating the nature of the complaint and demand for compliance, except with respect to an emergency or other extraordinary circumstances where written communication would be inappropriate. This written notice will be sent to the offending member and the non Co-owner occupant or guest, if applicable, by certified and/or regular mail and will include:

- (a) An explanation of the alleged violation along with information pertaining to the section(s) of the Condominium Documents that the member, non Co-owner occupant or guest is thought to be violating; and
- (b) A date by which compliance must occur; and
- (c) If a fine is to be considered as a remedy, the following statements shall also be included in the written notice:
 - (1) An opportunity for the alleged offending member to submit a written request, within fourteen (14) days from the date of the notice of violation, to appear before the Board of Directors, or such other quasi judicial body as may be established by the Board of Directors, with witnesses if so desired, at a scheduled or special meeting of the Board of Directors, to be held within thirty (30) days from the date of the notice of violation, but no less than seven (7) days from the date of the notice, and offer evidence in defense of the alleged violation before a fine is levied and the Board of Directors and the alleged offending member shall have an opportunity to cross-examine any witnesses at such a hearing;
 - (2) A statement that the request for hearing must be in writing; and
 - (3) A statement that a hearing before the Board of Directors or such other duly authorized body, if properly requested, will be scheduled by the Board at a scheduled or special meeting of the Board of Directors, to be held within thirty (30)

days from the date of the notice of violation, but no less than seven (7) days from the notice of violation.

3. Upon expiration of the date given for compliance, or such other reasonable time as the Board may determine, if the offending individual has not complied with the Board of Directors' or its designated agent's demand, nor provided any satisfactory response, unless a hearing is pending, the Board of Directors or its designated agent will refer the matter to the Association's legal counsel.

4. In the event of an emergency, or such other extraordinary circumstances, the Board, in its sole discretion, shall attempt to notify the offending member, and non Co-owner occupant or guest, if applicable, in writing or otherwise, but may immediately seek any and all legal remedies available whether or not such notice is provided. An emergency shall be defined as a complaint that, if not corrected immediately, will affect the safety, appearance and/or operation of the Condominium.

C. LEGAL PROCEDURE

1. If the violation continues past the date by which compliance is demanded, the attorney for the Association will be directed to send a letter to the offending member or non Co-owner occupant or guest, if applicable, which will include the following:

- (a) A statement of the alleged violation;
- (b) A demand for compliance within the period of time deemed appropriate by the Association's attorney and/or the Board of Directors, or its designated agent;
- (c) A statement that the offending member will be responsible for reimbursing the Association for all costs and attorney's fees incurred in seeking their compliance with the Condominium Documents, including both pre-litigation and post-commencement of litigation costs and attorney's fees;
- (d) A statement of the potential additional ramifications of noncompliance, for example, without limitation, instituting a lawsuit for injunctive relief, eviction of a tenant, money damages and/or any other appropriate remedy, and charging the offending member with the actual costs and attorney's fees incurred; and
- (e) Such other statement as the attorney shall so designate.

2. In the event of a default in the terms and provisions of the Condominium Documents by a Co-owner and/or non Co-owner resident or guest, the Association shall be entitled to recover from the Co-owner and/or non Co-owner resident or guest the pre-litigation costs and attorney's fees incurred in obtaining their compliance with the terms and provisions of the Condominium Documents. This remedy shall be supplemental and in addition to any other remedies afforded the Association under the Condominium Documents.

3. If noncompliance continues after the specified period of time, the Board of Directors, or its designated agent, may authorize the attorney to commence a lawsuit or take such other appropriate action against the offending member and non Co-owner occupant or guest, if applicable, seeking injunctive relief, money damages and/or any other remedies that the attorney may deem appropriate, including the recovery of the Association's costs and attorney's fees pursuant to Article of the Condominium Bylaws entitled Remedies for Default, as amended.

FINE PROCEDURE

A. NOTICE OF VIOLATION

1. Upon the violation of the Condominium Documents (Master Deed, Condominium Bylaws and Rules and Regulations, etc.), monetary fines may be assessed upon written notice to the offending Co-owner describing the violation in reasonable detail and informing the Co-owner that (s)he may request an opportunity to appear before the Board and to present witnesses in his/her defense of the alleged violation. The request must be made in writing within fourteen (14) days from the date of the notice, and the hearing held within thirty (30) days from the date of the notice of violation.

2. The written notice shall contain those statements contained at Part B, 1., VIOLATION PROCEDURE, 2(c), as set forth beginning on page 1, above.

B. HEARING

1. The offending Co-owner shall have the right to attend a hearing and offer evidence in defense of the alleged violation, in accordance with Section A.1., above.

2. A Co-owner may bring witness(es) to the hearing upon advance notice to the Board that said witness(es) will be in attendance.

3. The Association may produce witness(es) in regard to the alleged violation.

4. After all evidences are submitted in regard to the alleged violation, the Board of Directors shall confer and render a decision in regard to whether or not a violation occurred, if the violation was substantially the fault of the Co-owner in question and whether a fine should be levied. If a decision has been reached that a fine shall be levied, it shall be levied in accordance with Part C. of this FINE PROCEDURE, set forth below.

5. Failure to respond to the notice of violation shall constitute a waiver of right to a hearing.

6. The right to attend a hearing and offer evidence in defense of the alleged violation shall apply only for the first violation and not for the same continuing violations.

C. LEVYING AND ASSESSMENT OF FINES

1. No fine shall be levied for the first violation. No fine shall exceed twenty-five (\$25.00) dollars for the second violation, fifty (\$50.00) dollars for the third violation or one hundred (\$100.00) dollars for any subsequent violations.

2. The fines levied pursuant to the above provision shall be assessed against the Co-owner and shall be due and payable, by check or money order, together with the regular Condominium assessment on the due date for the next installment of the annual assessment. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article XVII of the Condominium Bylaws entitled Remedies for Default, as amended, and/or assessment and collection of the fines in the same manner as provided in Article II of the Condominium Bylaws.

3. The levy of fines shall be without prejudice to any other rights of the Association to obtain compliance with the Master Deed, Condominium Bylaws, Rules and Regulations or any other Condominium Documents for North Shore Condominium, including, without limitation, the right to institute a lawsuit.

SEVERABILITY


In the event that any of the terms or provisions of these Rules and Regulations or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms or provisions of such Rules and Regulations, Condominium Documents or the remaining provisions of any terms or provisions held to be partially invalid or unenforceable.

REFERENCES TO GENDER OR NUMBER


Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference to the plural shall also be included where the same would be appropriate and vice versa.

These Rules and Regulations have been adopted by the Association of Co-owners of Cadillac North Shore Condominium Association, on September 13, 2011 .

BOARD OF DIRECTORS OF
CADILLAC NORTH SHORE CONDOMINIUM
ASSOCIATION

By: 
Its President

ATTEST:
BOARD OF DIRECTORS OF
CADILLAC NORTH SHORE
CONDOMINIUM ASSOCIATION

By: 
Its Secretary

ELEMENT	ASSOCIATION	CO-OWNER
EXTERIOR		
Building Roof	Yes, per schedule established by the Board of Directors.	No.
Building Siding	Yes, mostly in concert with Building Paint Schedule.	No.
Building Paint	Yes, per schedule established by the Board of Directors. Includes exterior surface of doors (except storm doors) and exterior lighting fixtures.	No.
Windows & Screens	No. If improperly maintained by co-owner, Association will repair or replace and assess co-owner for full cost recovery. *Skylight maintenance must be under the direction of the Association property manager using preferred providers for roof work.	Yes. Replacement windows must essentially match the exterior appearance and color of the original windows. Skylights are considered windows.*
Doors & Locks, Garage Door and Opener	No, except painting of exterior surfaces of doors as noted for Building Paint. If improperly maintained by co-owner, Association will repair or replace and assess co-owner for full cost recovery.	Yes. Replacement doors must essentially match the exterior color of the original doors. If new door locks are installed, 2 keys must be immediately provided to the Property Manager.
Decks, Porch Floors and Balcony Floors	No. If improperly maintained by co-owner, Association will repair and assess co-owner for full cost recovery.	Yes. Painting and/or staining by co-owner must be consistent in color with the building.
Landscaping – Trees & Shrubs	Yes. Association will assume responsibility for maintenance of all trees and shrubs approved and installed by the Association under direction of the Grounds Committee.	Co-owner may install trees and shrubs near their unit at their own expense, subject to prior approval from the Grounds Committee. Maintenance of those items becomes co-owner responsibility.
Landscaping - Berms	Yes. Association is responsible for maintenance of existing and new berms approved by the Grounds Committee.	Co-owners may volunteer to help maintain berms (by weeding, etc.) to reduce Association expenses.
Landscaping – Flowers and Ground Cover	No. If landscaping installed by co-owner is inadequately maintained, Association will remove or perform the maintenance and assess the co-owner for full cost recovery.	Yes. Co-owner may install flowers and ground cover near unit subject to prior approval from the Grounds Committee. Maintenance of that area then becomes co-owner's responsibility.

Roads, Driveways and Sidewalks	Yes. Association is responsible for all needed repairs to roads, driveways, and original concrete sidewalks.	Co-owner is responsible for any wood, stone, brick, or other decorative sidewalk.
Sewer and Water Supply System	Yes.	No.
Mailboxes	Yes.	No.
Rain Gutters	Partial. Gutters will be painted at scheduled painting of each building at Association expense.	Yes. New gutters or old gutters in need of repair or replacement are responsibility of co-owner. Gutters are to be dark brown or match the exterior paint color of building.
Awnings	No.	Yes. Awnings are to be of type and style approved by the Board of Directors. Exposed arms are to be painted to match building.
Exterior Alterations or modifications	No	Yes. Any exterior alterations must be approved by the Board of Directors prior to construction and after completion. Maintenance of modification becomes co-owner responsibility.
Community Building	Yes.	Co-owner assumes sole responsibility for any personal items stored in the Community Building. Any objects stored in the building must have co-owner's name and unit number on the item.
Sprinkler System	Yes	If sprinkler heads must be changed or relocated to accommodate landscaping done by the co-owner (with Association approval), the Association will assess the co-owner for full cost recovery of such expenses.
Dock System	Yes	No. However, boats, hoists and other personal boating equipment are the sole responsibility of the co-owner.
Lights – Street & Sign, Garage & Porch	Shared. Association maintains all street and sign lights. Association assumes responsibility only for painting of garage and porch exterior lights.	Shared. Co-owner has responsibility for functional maintenance or replacement of exterior garage and porch lights. Replacement fixtures for all exterior lights must essentially match the original fixtures in style and color.

Snow Removal	Shared. Association is responsible for clearing roads and driveways only (when snow depth exceeds about 3 inches).	Shared. Co-owners are responsible for clearing their own sidewalk area.
ELEMENT	ASSOCIATION	CO-OWNER
INTERIOR		
Drywall	Yes. Includes structure, taping & mudding, and sanding. Excludes any surface finishes.	No.
Surface Finish of Walls & Ceilings (including texture), and Floor Coverings	No. The Association is only responsible for structural damage caused by water or any other calamity. Association repairs to drywall will include only taping & mudding and sanding (no painting or texturing).	Yes. Includes texture, paint, wallpaper, paneling, tile, carpeting, or any covering over any surface or structure. Co-owner is responsible for these items, even if loss results from secondary damage caused by a general common element problem, unless proceeds from a Condo insurance claim (submitted at the sole discretion of the Board of Directors) covers a portion of this expense. Co-owner is required to carry insurance for loss/damage of interior items.
Doors, Trim, Cabinets, Countertops	No.	Yes. Co-owner is responsible even if loss results from secondary damage caused by a general common element problem, unless proceeds from a Condo insurance claim (submitted at the sole discretion of the Board of Directors) covers a portion of this expense. Co-owner is required to carry insurance for loss/damage of interior items.
Appliances (including built-ins such as dishwashers, stoves, ovens, etc.)	No.	Yes. Co-owner is entirely responsible even if loss results from secondary damage caused by a general common element problem, unless proceeds from a Condo insurance claim (submitted at the sole discretion of the Board of Directors) covers a portion of this expense. Co-owner is required to carry insurance for loss/damage of interior items.
Plumbing	Shared. Includes everything up to interior surface connection to plumbing fixtures.	Shared. Includes everything inward from the point of interior surface connection to plumbing fixtures.

Electrical	Shared. Includes everything up to interior surface connection to electrical fixtures.	Shared. Includes everything inward from interior surface connection to electrical fixtures, including plugs, lights, switches, fans, etc.
Heating, AC and Water Heater	Shared. Heating/AC ductwork is the only responsibility of the Association.	Shared. Furnace, all AC components, water heater, and all related controls are the responsibility of the co-owner.
OTHER		
Trash Removal	Shared. Trash is picked up by a City contractor at each individual unit, usually Tuesday mornings. Trash removal expenses are paid by the Association. Co-owners who are 62 years of age can help reduce the cost of trash removal by using yellow trash bags provided by the Association. Bags are available in the clubhouse.	Shared. Trash must be put in covered containers. Put trash out no earlier than the evening prior to pick-up (Monday evening). Co-owners who are unable to do this should leave trash inside the Community Building (containers with secured lids are provided in that area).
Activities: Garage or other private sales	Permitted as a joint activity by all the co-owners at one time at the clubhouse.	Not permitted at individual co-owner units.
Pets: Housecats	Permitted with registration with the association.	Housecats are not permitted outdoors on the common areas unless on a leash.

Approved October 18, 2011