BRIARWOOD SQUARE CONDOMINIUM ASSOCIATION

CONDOMINIUM RULES AND REGULATIONS

APPROVED BY THE BRIARWOOD SQUARE BOARD on AUGUST 13th, 2025

WELCOME

Welcome to the Rules & Regulations for Briarwood Square Condominiums. As it would be impossible for us to cover every imaginable case and eventuality in this document, we ask everyone: please be considerate of your neighbors, even in situations not explicitly addressed in these rules.

We are a diverse community of 70 unit and we want living here to be as pleasant as possible for all of us. This is our home and should be treated as such. We welcome all people of any race, color, religion, sex (including gender identity and sexual orientation), disability, familial status, and national origin.

- The Board of the Briarwood Square Condominium Association

INTRODUCTION

The following Condominium Rules and Regulations (hereinafter, "the Rules") have been established for the benefit of all owners of condominium units at Briarwood Square condominium association. These rules are intended to contribute to promoting and preserving a safe, clean and hospitable environment for the co-owners, and assuring the peaceful enjoyment of our community. They are also intended to protect and enhance the property.

The Rules are not designed to unduly interfere, restrict or burden the use or enjoyment of the property.

However, all co-owners, residents, and their guests are expected to abide by the Rules, which are meant to supplement the provisions of the Condominium Act, Declaration and/or Bylaws.

If the Rules conflict with a declaration, act or bylaw, the provision from the declaration, act or bylaw will take precedence.

I. AMENDMENTS

The condominium Board of Directors can make, amend or repeal a rule. When changing rules, the board must:

a) Notify co-owners about any changes they want to make before those changes become effective.
b) Provide all co-owners with written notice of the rule at least 30 days before the rule becomes effective.

II. COMPLIANCE

All co-owners bound by the Rules shall comply with them, and the rules may be enforced in the same manner as the property's bylaws.

III. ENFORCEMENT COSTS AND FINES

A. Costs and expenses, including reasonable legal fees, incurred in enforcing Rules shall be assessed by the Board of Directors against the violator and/or the owner responsible for the violation.
B. All complaints of violations of the Declaration, Act, Bylaws and Rules and Regulations must be in writing and directed to the Board of Directors and signed by the resident. Complaints should state the nature of the violation, the time and place the violation occurred, and the facts that give rise to the violation. The unit number or name of the party violating the Declaration, Act, Bylaw or Rule or Regulation should be included if that information is known. All complaints should also contain the name, unit number, email address and telephone number of the party making the complaint.
C. Upon receipt of a complaint, the Board shall investigate the complaint and determine whether it is founded.
D. If the Board determines that the complaint is founded, it shall give notice to the violator stating the date, time and rule violated, and request that the owner cease the conduct. A warning letter will be sent to the party who violated the rule before any fines are issued.
E. If the violator wishes to contest the notice, they shall notify the Board in writing and may appear at the next Board meeting to contest the violation.
F. If the Board determines that there is a repeated violation of the rules, the Board shall fine the offender and may request the offender attend the next Board meeting to discuss the violation.
G. If any such violation or fine is contested, the Board shall conduct a hearing of all facts and come to a decision about next steps. This will be done at the Board's next meeting. The decision will be documented in writing and given to the owner. The decision shall state the facts found and if warranted, impose a fine, or direct that legal action be taken. All fines are considered an assessment against a unit, and shall be payable in 30 days after the date of the Board's decision.

H. The owner may, after payment of all fines, appeal any fine to the entire Board and request a meeting with the Board and property manager (if applicable).

I. The fine structure shall be as follows for like violations within a 1-year period:

i. A first offense shall result in a warning letter. Any applicable fines from the Association will be waived if the owner rectifies the violation within 7 days of receipt of the warning letter.

ii. A second violation, or failure to comply with the initial warning letter, shall result in a $100 fine, or not more than $10 per day for a continuing violation.

iii. A subsequent offense shall result in a fine of not more than $100 for each offense, or not more than $10 per day for a continuing violation, and the Board may direct that legal action be taken to enforce the condominium rules. Legal fees and costs of such action will be assessed to the violating unit. Any Notice required by this section shall be deemed given when it is given in hand, mailed and sent via email to the unit owner.

VIII. RULES AND REGULATIONS

1. COURTESY

1.1 Excessive noise shall be curtailed between 9 pm. and 8 am. This includes the use of power tools, barking dogs, and loud music both inside your unit and in the parking lot. Use of laundry machines after 9 pm is also prohibited.

1.2 No use or practice shall be allowed which is an unreasonable source of annoyance to the co-owners and residents of the condominium, or which unreasonably interferes with the peaceful possession or proper use of the condominium by others.

2. LITTERING AND TRASH DISPOSAL

2.1 There shall be no littering. All garbage and recyclable material shall be deposited only in designated cans. No garbage, trash, or recyclable materials shall be permitted to remain in the hallways, or any other space that is not the owner's unit.

2.2 All City of Royal Oak refuse regulations shall be in force at Briarwood Square. In particular:

2.2.1 Do not put construction debris (scrap wood or drywall, flooring, bathtubs, etc.) in the trash shed.

2.2.2 Contact the city to dispose of furniture or other large items.

2.2.3 Bag all trash; do not place loose items in the trash bins. Do not bag recyclables; place all recyclables loose in the recycling bins.

2.2.4 Do not put batteries, scrap metal, paint, motor oil, chemicals, electronics, or any hazardous waste in the recycling or trash bins. Take these items to the SOCRRA drop-off center at 955 Coolidge Highway (across from the Meijer gas station).

2.3. Break down and flatten all cardboard boxes before placing them in the cardboard area.

3. PARKING

PARKING RULES

3.1 Numbering System

Each unit has been assigned one parking space for its exclusive use. Your parking space is marked with a letter corresponding to your building, and a number corresponding to your unit number.

Refer to the table below for your building's letter:

Street Address	Building Letter	Street Address, Cont.	Building Letter, Cont.
4910 Briarwood	A	4820 Briarwood	E
4850 Briarwood	B	4810 Briarwood	F
4840 Briarwood	C	4829 & 4839 Mansfield	G
4830 Briarwood	D	4849 – 4919 Mansfield	H

Example: Parking space D 07 belongs to 4830 Briarwood, Unit #7.

Visitor & 2nd Car Parking

3.2 Unnumbered blank spaces have been provided for units with two vehicles and for use by visitors. These spaces will remain unassigned and may be used by residents and visitors on a first-come, first-served basis. Extra spaces are limited, so please only park vehicles that will be frequently driven in these spaces.

3.3 Parking Lot Rules

3.3.1 Do not park in any assigned space other than your own.

3.3.2 Do not park in a handicapped space unless your vehicle displays a disability placard or plate.

3.3.3 Park your vehicle in the center of your space to give room for others to get in and out of their cars.

3.3.4 Do not block driveways or park in front of any area marked with diagonal stripes. Moving vans must park in a space or on the street for loading or unloading, not blocking other parking spaces.

3.3.5 Drive slowly in the parking lot, especially when backing up. Look behind you while backing up AND check your mirrors to make sure no pedestrians are in your blind spots. You can easily miss seeing one of your neighbors exit the building to walk to their own car!

3.3.6 Do not use unassigned spaces for long term parking or vehicle storage. Cars parked long term in unassigned spaces will be towed at owner's expense.

3.3.7 Do not park leaking vehicles in the parking lot as automotive fluids will damage the blacktop surface. Leaking vehicles may be towed at owner's expense.

3.3.8 Do not perform any vehicle repairs in the parking lot, with the exception of jump-starting, tire inflation and spare tire installation.

3.3.9 No snowmobiles, mobile homes, campers, boats, trailers, or other terrain vehicles will be parked or allowed to remain within the condominium complex. The Board must review temporary parking of such vehicles. The request can be done in writing and may be granted under extenuating circumstances on a temporary basis only.

4. ADDITIONS TO EXTERIOR OF BUILDING

4.1 The appearance of the building exterior shall be maintained as originally built. Air conditioners, windows, vents and similar additions for individual units may be installed with written approval from the condominium board.

5. RULES FOR INDIVIDUAL UNITS

5.1 Individual units and any elements associated with individual units (water heaters, furnaces, air conditioners, windows, etc.) shall be maintained in good repair. Co-owners are responsible for maintaining their units and associated elements. Co-owners shall resolve safety-related repair issues in a timely manner.

5.2 Co-owners shall be responsible for any damage to common elements or adjacent units caused by maintenance issues originating in their own units. Repairs to the units that have suffered damage must be done in a timely manner.

5.3 Units shall be kept clean. Co-owners shall be responsible for promptly remedying blight, or any condition that may negatively impact safety or health of neighbors.

5.4 Individual mail boxes must be labeled with the resident's name and have a working key lock.

5.5 Portable generators shall not be used on Briarwood Square property.

5.6 Co-owners shall install and maintain smoke and carbon monoxide detectors inside individual units. Contact the Royal Oak Fire Department for guidance on the number and placement of detectors.

5.7 Co-owners are encouraged to improve their units. To help ensure the safety of our residents and to maintain minimum uniformity between units, all modifications to individual units shall comply with the following rules:

5.8 Combination of adjacent units shall not be permitted.

5.9 Number and size of windows and entry doors shall be maintained as originally built.

5.10 Structural modifications (removing or modifying walls, interior doorways, etc.) shall be approved by an engineer and permitted and inspected by the City of Royal Oak.

5.11 All modifications and major repairs to electrical, plumbing, and mechanical systems shall be permitted and inspected by the City of Royal Oak. The installing contractor is usually responsible for pulling the permit. (Example: replacement furnace or water heater, new central air conditioner, new electrical wiring or panels, plumbing and venting for laundry machines). Additionally, co-owners must submit a modification request form to THE ASSOCIATION'S MANAGEMENT COMPANY for review of any major repairs or modifications.

5.12. Other than central furnaces located in the basement, no gas appliances may be used on Briarwood Square premises.

5.12.1 Gas laundry dryers installed before July 1, 2024, may remain in use provided that the dryer is located in a common basement, the monthly dryer fee is paid to the Association, and the owner acknowledges that it may not be replaced with a new gas dryer at the end of its service life.

5.12.2 Co-owners with furnaces over 25 years old shall be prepared to provide proof of annual maintenance upon request to THE ASSOCIATION'S MANAGEMENT COMPANY or the Board.

5.13. Co-owners may install private laundry machines in the common basement or in their units. Private laundry shall comply with the following rules:

5.13.1 No house utilities may be used for private laundry machines except for cold water (see exception above for gas dryers installed before July 1, 2024). Co-owners shall supply connections to their own unit's hot water and electricity for private laundry machines.

5.13.2 Co-owners with private laundry machines shall pay an additional monthly assessment set by THE ASSOCIATION'S MANAGEMENT COMPANY to offset extra water and/or gas usage.

5.13.2 Electrical, plumbing and venting for private laundry machines shall comply with all building code and permitting/inspection requirements outlined elsewhere in these rules.

5.14 Do not make any holes in the roof. Exterior penetration for range hoods, bath fans, etc. shall only be made through exterior walls or soffits.

5.15 Regardless of permit requirements, all electrical, framing, plumbing, and mechanical work shall be performed in a neat and professional manner and comply with applicable building codes.

6. USE OF COMMON AREAS

6.1 There shall be no misuse of the Indoor and Outdoor Common Area, which damages the space, increases the maintenance thereof, or causes unreasonable disturbance or annoyance to the co-owners who are sharing the public space.

6.2 Do not leave personal property, litter, cigarette butts, or any other refuse in the outdoor common areas, parking lot, or indoor common areas. This includes bicycles, furniture, toys, grills, gardening tools, laundry, and shopping carts.

6.3 Do not attach any items to building exteriors, lawns/landscaped surfaces or the parking lot. This includes signage (including yard signs), flags, satellite dishes, CATV cables, etc.

6.3.1 Exception: Air conditioning equipment, exhaust vents, and related accessories may be installed on building exteriors with Board approval.

6.4 All landscape alterations (gardens, flower patches, etc.) shall require written approval from the Board. The requesting co-owner shall be responsible for the installation and maintenance of any approved landscape alterations.

6.5 House plants grown in the second-floor window areas must be maintained by the person who placed them there. If they are not properly maintained, they will be removed.

6.6.1 Each unit has been assigned one basement storage locker for its exclusive use. Co-owners shall be responsible for supplying and maintaining locks and door hardware for storage lockers.

6.6.2 Basement lockers are equipped with fire sprinklers. Do not store any items within 18 inches of sprinkler heads; the sprinklers need clearance to function properly in case of fire.

6.6.3 In addition to assigned storage lockers, each unit may have no more than one cabinet for additional storage. Cabinets shall be constructed of metal and equipped with a lock, and must be labeled with the owing unit's number.

6.6.3.1 Cabinets shall be placed in the common basement only, not in stairways or upstairs hallways, shall not block paths of egress, and shall not be placed with 36 inches of furnaces, water heaters, or electrical panels. Cabinets shall be of a reasonable size (no larger than approx. 20 cubic feet, or the size of a standard refrigerator).

6.6.3.2 Co-owners shall be responsible for maintaining their cabinets, removing cabinet contents when residents move out, and removing cabinet from common area when necessary or directed to do so by the condominium association or management.

6.6.4 Bicycles may be stored in the designated bicycle storage area. No other items may be stored in this area. Other than bicycles, no items may be stored in the basement outside of a locker or cabinet.

6.6.4.2 Bicycles stored in the designated bicycle storage area must be in good working order, registered with the association's management company, and have a management issued registration tag affixed. Bicycles violating these rules will be removed from the storage area and discarded. Contact association's management company to register bicycles and request tags.

(As of August, 2025, email info@condomanage.net for bicycle registration and tag requests)

6.6.4.3 Issue of registration tags for the bicycle storage area shall be limited to two tags per unit.

6.6.4.4 Storage and charging of electric bikes and similar devices (exempting wheel chairs and other medical devices) on Briarwood Square property is prohibited.

6.7 Smoking of any nature, including but not limited to cigarettes, cigars, e-cigarettes, marijuana (medical or recreational) is prohibited in all indoor common areas of the Condominium, where smoke might migrate into neighboring units, and within 10 (ten) feet of any entrance to the Condominium buildings.

7. PORCHES AND LOCKBOXES

7.1 Chairs, tables, and planters kept on porches shall be in good repair and shall not block paths of egress or cause a trip hazard. No other items may be left on porches.

7.2 Lockboxes shall only be used when actively marketing individual units for rent or sale, or to allow contractors to access an individual unit. Co-owners shall notify the Board in writing when placing a lock box on the porch and promptly remove lock boxes following rental, close of escrow, or completion of contracted work. Lockboxes placed without notifying the Board will be removed.

8. GUESTS

8.1 Co-owners will be responsible for the actions of their guests. If occupancy by guests creates a nuisance to other co-owners, the Board of Directors shall have the right to request that the guest leave. Moreover, co-owners will be deemed responsible for any damage caused by their guests, and rules violated by guests shall be deemed violated by the owner.

8.2 If any costs are incurred as a result of a guest's behavior, co-owners will reimburse the association for the costs.

9. PETS

9.1 Co-owners and residents may maintain no more than 2 pets.

9.2 No pets may be kept, bred, or maintained for any commercial purpose.

9.3 Pets shall not be permitted outside the unit in the common area of the association unless accompanied by a responsible individual and kept on a hand leash of no more than 10 feet in length at all times.

9.4 Co-owners and residents shall promptly clean up after their dogs.

9.5 Do not place bird feeders, spread birdseed, or leave food anywhere on Briarwood property to avoid attracting rats. Do not keep pets or other animals outside.

10. SWIMMING POOL

The following rules are for the protection and benefit of all to ensure the safe and sanitary operation of the pool area. Any failure to comply with these rules shall be considered sufficient cause for Co-owners, Guests, or Tenants to be deprived of the use of the pool area by the Board of Directors.

10.1 The Board of Directors has the authority, at all times, to maintain order in the pool. Co-owners, residents, or guests violating rules will be asked to leave the pool.

10.2 No diving, running, boisterous, or other unsafe conduct will be allowed in the pool area at any time.

10.3 No wheeled vehicles (e.g., skateboards, bicycles, scooters, etc.) are permitted in the pool area at any time, with the exception of vehicles for the physically challenged.

10.4 Music and audio equipment, including radios, speakers, or other similar equipment may only be used at a reasonable volume so as not to disturb others or nearby condo units.

10.5 Balls, rubber mats, and other pool floatation devices are permitted in the pool but must be removed from the pool when not in use. If they are left in the pool area overnight, they become common property.

10.6 Any child under three years old, any child not toilet trained, and anyone who lacks control of defecation shall wear a water-resistant swim diaper or waterproof swimwear.

10.7 A responsible adult must remain with small children in the pool area. Children under 14 years of age may not be left unattended.

10.8 All Persons must wear appropriate swimwear.

10.9 No glass containers of any sort are allowed in the pool or Pool Area. Drinks are permitted in paper, aluminum, Styrofoam, plastic, or other non-breakable containers.

10.10 All trash must be deposited in trash receptacles.

10.11 All Personal property (towels, pool toys, equipment, eating and drinking utensils) must be removed from the pool and Pool Area when the Person using the Pool Area leaves the area. The Association is not responsible for any items left in the Pool Area.

10.12 Pool furniture is the property of the Association and shall not be removed from the Pool Area.

10.13 Footwear is required when going to and coming from the pool area.

10.14 The pool may be closed anytime if there is a breakdown or operational difficulty.

10.15 Make sure the pool gate is locked and all umbrellas are collapsed when leaving the pool area unoccupied.

10.16 A resident must accompany Guests at all times. Unit owners shall be held responsible for the conduct and behavior of their family members, Tenants and Guests. Violation of these rules and regulations are considered violations by the Unit Owner who may be subject to a fine.

10.17 All routine pool use rules apply to Guests. Unit Owners may have up to 4 Guests per Unit in one (1) day.

11. RENTALS. SHORT TERM LEASE RESTRICTIONS.

11.1 Leasing Restrictions: Unit owners are prohibited from entering into short-term lease agreements. A short-term lease is defined as any rental agreement with a term of less than six (6) months. Any lease or rental agreement that fails to comply with the aforementioned duration requirement is considered invalid and unenforceable, and the Association reserves the right to take legal action to enforce this rule."

11.2 Subleasing or assigning a lease for a term shorter than the minimum lease term requirement is expressly prohibited. This includes, but is not limited to, "short-term" or "vacation" rentals facilitated through online platforms or otherwise.

11.3 All leasing agreements shall be in writing and shall be filed with the Property Management Company on an annual basis.

11.4 Any Co-owner who intends to lease his or her unit shall provide written notice of such intent to the Property Management Company no less than ten (10) days prior to executing a lease with a tenant. Together with such written notice, the Co-owner shall submit a copy of the lease template proposed to be used. Within thirty (30) days after execution of the lease, the Co-owner shall provide the Property Management Company with a copy of the fully executed lease agreement. Failure to comply with the foregoing requirements shall result in a fine of Two Hundred and Fifty Dollars ($250.00) per occurrence.

11.5 All tenants shall be required, as a condition of occupancy, to obtain and maintain renters' insurance with a minimum liability coverage amount as determined by the Condominium Association or Property Management Company. Proof of such insurance shall be provided to the Property Management Company prior to occupancy and upon each renewal of the policy/lease.

11.6 All co-owners must comply with local zoning ordinances and regulations, which may impose additional restrictions on short-term leasing. Co-owners are responsible for obtaining rental inspections and permits from the City of Royal Oak.

11.7 Enforcement and Penalties: Violation of these leasing rules may result in fines, legal action, and/or other enforcement measures as determined by the Condominium Association's Board.

11.8 Co-owners shall promptly update THE ASSOCIATION'S MANAGEMENT COMPANY with names and contact info of new tenants. Refer to contact form on THE ASSOCIATION'S MANAGEMENT COMPANY's website.

12. DELINQUENT CONDO FEES AND FINES

THE ASSOCIATION'S MANAGEMENT COMPANY charges a $35 late fee for delinquent payments, plus a fee of $17.50 for processing.

13. FAIR HOUSING ACT

Refer to the HUD website for info on your rights under the Fair Housing Act:

https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_act_overview#_The_Fair_Housing