

I. Riverside Park Place Condominium: EMBEDDED PIPE POLICY (February 2026)

This policy is adopted by the Board of Directors of Riverside Park Place Condominium pursuant to its authority under the Michigan Condominium Act, MCL 559.153 and MCL 559.154, and the Condominium's Master Deed and Bylaws.

The Condominium was constructed with hot water supply pipes embedded within the concrete floor slab of each individual unit. Due to age-related deterioration, these embedded pipes have experienced failures. Based upon engineering considerations and cost-effectiveness, replacement of embedded piping within concrete slabs is not feasible or advisable. Accordingly, when replacement is required, embedded pipe shall be permanently abandoned and replaced by re-routing piping within the interior of the affected unit but outside the concrete slab.

This policy establishes a uniform and reasonable procedure for such work and clarifies the allocation of responsibility and costs consistent with the Condominiums governing documents and Michigan law.

This policy is adopted pursuant to the Riverside Park Place Condominium Master Deed and Condominium Bylaws, including but not limited to

- Master Deed Article IV(A) (General Common Elements)
- Master Deed Article IV(A)(5) (Potable Water Plumbing Network)
- Master Deed Article IV(B) (Unit Interior Surfaces)
- Exhibit "A" to the Master Deed, Article V (6) (Unit Fixtures)

The hot water supply pipes serving the Condominium are classified as follows:

General Common Elements: All hot water pipes from their point of origin through the building and up to the point of connection with the shut-off valve serving each individual fixture – typically the hot water heater – are general common elements pursuant to Master Deed Article IV(A)(5).

Embedded Pipes: Hot water pipes embedded within the concrete floor slab of a unit, up to the point of connection with the shut-off valve serving each unit's hot water heater, are general common elements regardless of their physical location within the unit boundaries. The Association is responsible for maintenance, repair and replacement of general common elements. Hot water pipes after the point of connection with the shut-off valve serving each unit's hot water heater are limited common elements for whose maintenance, repair and replacement the Association is also responsible.

Unit Fixtures and Interior Surfaces: Hot water heaters, fixtures, and all interior walls, ceilings, floors, and surface finishes within a unit – except for Original Finishes (as defined below) – are the responsibility of the co-owner pursuant to Master Deed Article IV(B) and Exhibit "A" to the Master Deed, Article V (6).

- The Association shall bear the cost of maintenance, repair, and replacement, and rerouting of embedded hot water pipes as common elements, whether general or limited, including the cost of permanently abandoning the embedded pipes and installing replacement piping.
- In connection with re-routing the hot water pipes, the co-owner shall be responsible for the removal and replacement of wall coverings, floor coverings, fixtures, cabinetry, and personal

property. The co-owner is also responsible for the repair, replacement, or reinstallation of finishes beyond those original to the unit's original developer standards and for any elective upgrades or improvements. A list of finishes original to the unit's original developer standards is attached hereto as Appendix A (the "Original Finishes"). The Association is responsible for the repair, replacement or reinstallation of Original Finishes (but not any elective upgrades or improvements) within a unit.

When an embedded hot water pipe fails or requires replacement, the pipe shall not be replaced within the concrete slab. Instead, replacement piping shall be re-routed outside of the concrete floor but within the interior space of the affected unit.

An effort shall be made to standardize the rerouting in each of the stacks – A, B, C, D, E, and F. All rerouting shall:

- Be designed and implemented by a licensed and insured plumbing contractor retained by the Association;
- Comply with applicable building codes and permit requirements;
- Follow Board-approved criteria, including materials, routing paths, and construction methods;
- Include enclosing replacement piping within chases, conduit, or other protective enclosures to conceal and protect the piping from damage or misuse.

If a co-owner becomes aware of leakage from an embedded pipe – whether within their unit or an adjacent unit – the co-owner must promptly notify the property management company.

Upon notification, the Association shall arrange for an inspection and engaged a licensed and insured plumbing contractor to, pursuant to MCL 559.147 and the Condominium Bylaws (which grant the Association a right of reasonable access to units):

- Evaluate the condition of the piping;
- Provide an estimate;
- Obtain any required permits; and
- Coordinate the scope and scheduling of the work with the affected co-owner.

The Association, through the property management company, shall establish standards and provide oversight during the rerouting of embedded pipes.

Prior to the scheduled repair, the co-owner shall, at their own expense, remove all obstructions from the work area, including but not limited to wall coverings, floor coverings, fixtures, cabinetry, and personal property.

Upon completion of the work the contractor shall restore disturbed interior wall surfaces to a primed (but unpainted) condition and floors to an uncovered condition. The co-owner is responsible for all finish work, including painting, flooring, cabinetry, fixtures, etc., except that the Association is responsible for restoring Original Finishes, if any, within a unit.

The Association shall pay the plumbing contractor directly for work within its scope of responsibility.

All newly installed hot water pipes replacing embedded pipes shall remain common elements, whether general or limited, of the Condominium and shall thereafter be maintained, repaired, and replaced by the Association in accordance with the governing documents.

Co-owners shall not independently repair, modify, alter, or replace embedded hot water piping or rerouted piping except as authorized and performed in accordance with this policy. Unauthorized work constitutes a violation of the governing documents and may result in enforcement action and liability for resulting damage.

The policy shall become effective upon adoption by the Board of Directors and shall apply to all embedded hot water pipe failures occurring on or after the effective date.

Appendix A

Original Developer-Provided Unit Features

Below is a general description of unit features as originally provided by the developer:

- Kitchen
 - Merillat cabinetry: laminate faced
 - vinyl flooring
 - Formica countertops
 - Appliances included: dishwasher, range, ductless range hood, refrigerator, and garbage disposal. Painted walls.
 - Not included: Microwaves or microwave hoods, kitchen islands, bars, or peninsulas
- Entry, Living Room and Dining Room
 - Wall-to-wall carpeting
 - Painted walls
- Bedrooms
 - Wall-to-wall carpeting
 - Painted walls
 - Closets with a shelf and hanging rod
 - Not included: custom closet systems (e.g., California Closets)
- Bathrooms
 - Fully tiled, with a tub and shower combination
 - Not included: Shower doors
- Balconies
 - Cement slab
- Window Treatments
 - None provided by the developer