

The Manor Homes at Aldingbrooke Condominium Association Board Policy Statement

Awnings

Whereas, the Board of Directors of The Manor Homes at Aldingbrooke Condominium Association is empowered to govern the affairs of the Association and,

Whereas, the Association is responsible to maintain the exterior components of the buildings,

Therefore, be it resolved that co-owners may, subject to the restrictions described herein, install awnings as follows:

- 1) The awning may be mounted only on the rear of the building or in other locations as approved by the Board of Directors.
- 2) The length of each awning may not extend beyond the existing framework, not to go beyond the perimeter of the patio and or deck.
- 3) The awning may roll out by either a manual or electric crank system and
- 4) The awning fabric must be color code 4633(for 46" wide fabric) or 6033 (60" wide fabric), Linen, an acrylic fabric, and,
- 5) The awning shall be purchased through Mary Grove Awning, Livonia, 734-422-7110, or another supplier that has the similar specifications and color(this will require Board of Directors approval).

Such installation shall be the responsibility of the individual co-owner and must be performed by a professional installer; the aforementioned awning may be installed on the appurtenant wood siding, which is a general common element, above the rear door walls (sliding glass doors) of individual units, provided the following conditions have been met:

- 1) Any proposed alteration or modification to a unit must be submitted to the Association for approval prior to installation,
- 2) The entire installation, including all wire routing and training, must be done by a professional installer and in a professional manner, and
- 3) The co-owner agrees, in writing, that all costs incurred by the Association for repairs to the building exterior as a result of the any installation, removal or re-installation of such awning(s) shall be charged to and paid by the co-owner, and,
- 4) The co-owner agrees, in writing, to remove and reinstall such awning(s), at their own expense, whenever a wood replacement and/or painting project is performed on the building or when requested by the Board for other building maintenance, and,
- 5) The co-owner agrees, in writing, to advise any and all subsequent owner's of this awning policy and agreement, and
- 6) The co-owner agrees, in writing, that the Association may remove any such awning if such awning is not properly maintained or is in disrepair.

Each co-owner must file with the Association a Request for Modification – Awning Installation and Agreement, which shall include a complete description of the device to be installed, the desired length of each awning, a complete description of the proposed mounting method and arrangement, the name of the company which will be installing the device, and an acknowledgement and agreement to this Board Statement Policy. Further, the Management Company shall be empowered to approve a Request for Modification if it meets the above criterion pursuant to the Management Company's reasonable interpretation.

Policy approved by the Board:	April 16, 2008
Policy mailed to co-owners:	April 30, 2008
Policy effective:	May 30, 2008

The Manor Homes at Aldingbrooke Condominium Association Board Policy Statement

Collection of Delinquent Accounts

Whereas, the Board of Directors of The Manor Homes at Aldingbrooke Condominium Association is empowered to govern the affairs of the Association, and

Whereas, co-owners are required to make assessment payments to the Association, and

Whereas, it may be necessary to collect on delinquent accounts as a result of non-payment of Association assessments,

Therefore, be it resolved that the policy for the collection of delinquent accounts shall be as follows:

1. The monthly assessment is due on the first of each month. Any balance remaining after the tenth of the month is delinquent and a late fee of \$50.00 shall be added to the account.
2. A late notice will be mailed to a delinquent co-owner showing the total balance due including late fees and any collection costs. A late notice is a courtesy and is not required. Failure of management to send a notice, or of the co-owner to receive the notice, shall not prevent further collection action, or excuse the co-owner from payment of all delinquent assessments, late fees and collection charges.
3. When the delinquent balance of an account is equal to or greater than two (2) months assessments the Association's legal counsel shall be directed to notify the co-owner that:
 - A. A lien may be recorded against the unit if the arrearage is not paid within thirty (30) days.
 - B. All collection costs will be added to the member's account.
 - C. The remaining balance of the annual assessment will be immediately due and payable, if the arrearage is not paid within thirty (30) days.
4. If thirty (30) days after the above notice is sent, the balance is not paid, the Association's legal counsel may record a lien against the co-owner's unit and so notify the co-owner.
5. If the account has not been paid in full within 10 days of filing the lien, the Board may then authorize the Association's legal counsel to commence a suit at law against the delinquent co-owner for all sums due to the Association including, but not limited to, late charges, assessments due through the remainder of the fiscal year, legal costs and legal fees incurred by the Association to collect the delinquency, or to foreclose upon the Association's lien against the unit, whichever course is deemed more beneficial to the Association.

Policy approved by the Board: date: 11/22/2010
Policy was amended by the Board: 03/16/2011
Policy mailed to co-owners: date 04/04/2011
Policy effective: date 11/22/2010
Amendment effective date: 03/16/2011

**PROCEDURAL GUIDELINE
OPEN MEETINGS
CO-OWNERS ADDRESSING BOARD OF DIRECTORS**

POLICY

It is the policy of the Board of Directors to be open to Co-owner contact. Co-owners are encouraged to communicate all concerns and questions to the Board of Directors in writing at any time. Submitting issues in writing allows the Board an opportunity to thoroughly research an issue and provide a response addressing concerns and questions. However, if the response does not clarify or address issues to co-owner satisfaction, attendance at a Board meeting may help facilitate resolution. This procedural guideline has been instituted to allow Co-owners direct access to all Directors, while allowing the Board to conduct its business in a timely manner.

The Board of Directors normally holds regular meetings once each month. Please contact the Community Association Manager at the management company if you have any questions, or wish to verify a meeting date and time.

Please note that some matters coming before the Board may be sensitive in nature and require the meeting to be closed to non-board members. Should a closed meeting be deemed necessary, co-owner(s) will be asked to leave.

PROCEDURES FOR APPEARING BEFORE THE BOARD

To address issues in person the Board allocates time at the beginning of each regularly scheduled meeting to allow for co-owner questions, comments, and presentations. The following procedure has been established for this purpose.

1. To address the Board, Co-owners are encouraged to notify the Community Association Manager prior to the meeting stating the subject matter to be addressed. A Co-owner wishing to appeal a violation shall notify the Community Association Manager at least 7 days prior to the regularly scheduled Board of Directors meeting at which the appeal is to be heard.
2. Each Co-owner will be allocated a maximum of 15 minutes to address the board on any particular issue. However, not more than the first 30 minutes of any regularly scheduled Board of Directors meeting will be designated for Co-owner questions, comments or presentations unless this provision is waived by a majority vote of the Board of Directors.
3. A Co-owner addressing the Board shall speak only for him or her self. Co-owners wishing to be represented by another person shall provide a written statement to that effect, specifically naming the individual who will speak on their behalf, the subject to be presented, and the consideration or action desired.
4. Co-owner(s) should be prepared to fully present their issue or inquiry. In the event of a group appearing, the group shall appoint one (1) person to act as group leader.
5. As it is the intent of the Board to protect the privacy of all co-owner, a co-owner may request a closed session with the Board. Entering into a closed session required all persons not involved with the subject matter to leave the meeting.
6. The Board shall consider an appeal for decision by the next scheduled board meeting at which it was presented. All other matters brought before the Board shall be considered as determined Board of Directors

Policy approved by the Board: May 23 2011
Policy mailed to co-owners: August 1, 2011
Policy effective: May 23, 2011

The Manor Homes at Aldingbrooke Condominium Association

Insulation Policy

Insulation serves multiple purposes. It can affect safety in case of fire, the travel of sound, as well as performance of the roof in terms of longevity and the ability to limit the affects of ice dams. This policy has been written to make co-owners aware of the responsibilities undertaken when insulation is modified.

Whereas, the Board of Directors of The Manor Homes at Aldingbrooke Condominium Association is empowered to govern the affairs of the Association and,

Whereas, the Association is responsible to maintain the common element components of the buildings as indicated in the Condominium Documents,

Therefore, be it resolved that co-owners may, subject to the restrictions described herein, modify building insulation as follows:

1. A co-owner wishing to modify or change the insulation in his/her unit must file with the Association a Request for Modification form accompanied by specific details and drawings indicating type, amount, location, anticipated installation date(s) and methods as well as any other pertinent information pertaining to the requested change(s) and such form must be approved in writing prior to any changes.
2. Only a certified professional insulation installer shall modify the insulation.
3. Changes to the insulation must conform to all municipal codes.
4. Insulation shall not interfere with general maintenance of building components such as wiring and plumbing, or compromise air flow, fire walls, or roof ventilation.

Policy approved by the Board: July 28, 2011
Policy mailed to co-owners: Aug 2011
Policy effective: July 28, 2011

The Manor Homes at Aldingbrooke Condominium Association

Estate and Moving Sales Policy

Public sales within the community have the potential to increase traffic flow on community streets as well as opportunities for damage to lawns and irrigation. Co-owners have a right to peace and quiet as well as peace of mind. Further, the Condominium Bylaws, Article VI, Section 6 Use of Common Elements prohibits garage or yard sales without written Board approval, a statement by inference that includes any kind of sales including estate and moving sales.

Whereas, the Board of Directors of The Manor Homes at Aldingbrooke Condominium Association is empowered to govern the affairs of the Association and,

Whereas, the Association is responsible to maintain the community as indicated in the Condominium Documents,

Therefore, be it resolved that co-owners may, subject to the restrictions described herein, hold an estate or moving sale provided they comply with the conditions stated below. This policy shall not affect the garage or yard sale conditions stated in the Condominium Bylaws referenced above.

An estate sale shall be defined as a sale of personal goods if the co-owner of the unit is deceased and there is no surviving spouse, and the intent of the sale is to vacate the unit for purposes of real estate sale.

A moving sale shall be defined as a sale by and for the co-owner of a unit to dispose of personal goods or property with the intent of vacating the unit for change of unit ownership.

1. The co-owner of a unit, or his/her appointed representative, shall notify the Association in writing at least 10 days in advance of the anticipated estate or moving sale.
2. Written notice of the intended sale shall be accompanied by a \$200 deposit to cover possible damage caused by such sale to the common elements of The Manor Homes at Aldingbrooke Condominiums. Deposit, less cost of repairs for any damage, shall be returned within two weeks.
3. The estate or moving sale shall not be longer than three days.
4. Signage associated with the estate or moving sale shall comply with West Bloomfield Township signage rules and shall further be restricted to one free standing sign in front of the unit, to be displayed only during actual hours of the sale.
5. This policy pertains to estate and moving sales.

A violation of this policy will result in a five hundred dollar (\$500.00) fine pursuable through small claims court or other legal action as permitted.

Policy approved by the Board: 09/07/2011
Policy mailed to co-owners: 11/04/2011
Policy effective: 12/04/2011

The Manor Homes at Aldingbrooke Condominium Association

Permanent Emergency Natural Gas Generator Policy

The Board of Directors is empowered by Article X, Section 3(9) of the Association Bylaws to pass rules and regulations in accordance with Article VI, Section 11. The latter section allows the Board of Directors to make reasonable rules and regulations consistent with the Michigan Condominium Act and Condominium Documents concerning the use of the Common Elements.

At the April 11, 2007 Board of Directors Meeting, a motion was made, seconded and carried to create a policy with regards to regulating installations of Permanent Emergency Natural Gas Generators. The Board of Directors is specifically empowered to make such a policy pursuant to Article VI, Section 11. The Board of Directors determined the need for this rule, as there have been requests by co-owners for permission to install such units.

It was resolved that the Board of Directors will approve permanent emergency natural gas generators installed on the Common Elements. A modification request form including all installation plans must be submitted to and approved by the Board of Directors in writing in order to install the permanent emergency natural gas generator.

A gas generator installation plan shall provide all pertinent details of the unit including exact physical installation location. In addition the gas generator: shall not exceed acceptable Township of West Bloomfield Noise Regulations, currently 85 decibels; size shall not exceed 26 inches wide by 48 inches long by 30 inches tall; shall not be located in the front of a unit facing street side; shall not obstruct service of or to the general common elements; shall be located to minimize sound amplification from or to surrounding structures.

To report a violation of this policy, please notify Herriman & Associates, Inc. of the time, date and co-owner name or unit address in violation.

Adopted by the board of Directors on April 11, 2007; Amended November 19, 2014
Mailed to all co-owners April 13, 2007; January 2015
Policy is in effect and enforceable on May 11, 2007

The Manor Homes at Aldingbrooke Condominium Association

MODIFICATION – WINDOW/DOORWALL REPLACEMENTS/REPAIRS
CONDITIONS

- Replacement window shall not change outward appearance or character of community.
- Replacement window/doorwall shall be the entire window/doorwall assembly, frame, sash, casing, jam, etc., unless otherwise agreed in writing.
- Replacement window/doorwall shall look the same as existing window/doorwall including muntins (cross members within the double panes of glass) and color. Glass shall be colorless, same as existing, no tints or coatings. Insulated argon filled “low e” coating will meet this requirement and fulfill the window industry energy requirements for Michigan.
- Replacement window/doorwall shall operate the same as existing unless written permission is obtained from the Board of Directors.
- All window/doorwall flashing shall be the responsibility of the co-owner and shall be installed **UNDER** the building trim/siding so as to permit building maintenance without disturbing window/doorwall complements. Neither any installed wrap or caulk shall interfere with replacing the trim around the window as part of building maintenance.
- Repaired, versus replaced, windows/doorwalls shall give consideration to all of the same assembly components indicated above. At no time shall the appearance or operation of the windows/doorwalls be changed from existing unless WRITTEN permission is obtained from the Board of Directors.

June 12, 2013

- 1.1. Window/doorwall Replacements – If a window/doorwall is marked for replacement and notice of condition sent to co-owner, then the window is to be replaced. Ruth Tobias moved, Thomas Adams seconded, to require co-owners to take corrective action within 30 days, with window replacement(s) to be completed within 60 days. Failure to take action within the specified time will permit the Association to take corrective action at the expense of the co-owner including the additional painting costs incurred due to the delay in response, plus a 15% surcharge. Motion passed, all in favor.

Amended by the Board of Directors: 9/28/15

Effective: 9/28/15

Mailed to Co-owners: Newsletter 12/15/15

Violations & Fines

The Manor Homes at Aldingbrooke Condominium Association

Board Policy Statement

Whereas, The Manor Homes at Aldingbrooke Board of Directors is empowered to govern the affairs of the Association; and

Whereas, it may, from time to time, become appropriate for the Board of Directors to initiate a Notice of Violation for apparent non-compliance with the Rules and Regulations and/or Bylaws of the Association;

Therefore, be it resolved that the policy for the issuance of such notices and for the assessment of fines for violations, in addition to the requirements of Condominium Bylaws Articles XIV, XV, and XVI, shall be as follows:

1. In the first written communication of an alleged violation to the co-owner, the co-owner will be advised:

You have the right to appear before the Board on the next monthly Board Meeting, presently scheduled for _____, time: _____, location: _____ which cannot be less than seven (7) days from the date of this notice, and offer evidence in defense of the alleged violation. Please notify the Board as soon as possible via e-mail or letter of your intent to appear at the upcoming Board Meeting. This would also allow the Board to view the premises prior to the meeting, if beneficial to do so.

2. If the Board determines at the hearing that no violation occurred there will not be a fine or other action taken; however the notice of the alleged violation will remain on file, for continuity of policy, but will not be counted toward the fine schedule (see paragraph 4 below). If it is determined that a violation has occurred, the fine, if any, will be due and payable on the first day of the next following month, and, if not paid within this stated timeframe, the fine will be added to the co-owners account as a delinquent assessment payment. Correction of the situation which lead to the Notice first being issued must occur within the time specified in the letter advising of the Board's determination that a violation occurred. If not corrected, uncorrected violation notices will be sent to the violating co-owner and the associated fines will be automatically incremented, as shown in Section 4, every 7-days. The Association retains the right to take corrective or court actions at the co-owner's expense at any time throughout this process.
3. Co-owners who desire to call an apparent violation to the attention of the Board are requested to send, in writing, all available information, such as dates, times, names, addresses, location and description of the apparent violation, and any other pertinent details, to the Association's management agent. A Report of Alleged Violation form is available for this purpose. The report of an alleged violation, whether using a letter or form, must be signed by at least one co-owner, with his/her Unit Number, address and telephone number included. The signature of a second co-owner would be helpful but is not required. Any notices to the alleged violator will not cite the name of the complainant; however, the complainant may be asked to appear at a hearing as a witness if the allegation is disputed.
4. Fine Schedule:
 - a. If it is determined that a violation has occurred, each violation of the same rule, regulation or Bylaw restriction will be counted when applying the following fine schedule, amending those set forth in Article XVI, Section 3 of the Bylaws:
 - 1st violation (first "Notice of Violation" letter, not courtesy letter), no fine
 - 2nd violation, \$250.00
 - 3rd violation, \$500.00
 - Additional violations, \$600.00 each

- b. In addition to the above fine schedule and remedies permitted in the Condominium Documents:
1. Violations of modification to the common elements without Board of Director Approval in writing, or violation of the conditions of an approved modification may be subject to any or all of the following fine(s):
 - \$500.00 per infraction
 - Correction of action to the fullest extent permitted in the Condominium Documents
 - Association Incurred costs received from contractors as a result of co-owner actions
 - Any and all additional costs to the Association incurred to contact all affected parties including all restoration to condition prior to co-owner action.
 2. Tampering with or interfering with Common Element items or systems without Board of Director Approval in writing may be subject to any or all of the following fine(s):
 - \$500.00 per infraction
 - Correction of action to the fullest extent permitted in the Condominium Documents
 - Association incurred costs received from contractors as a result of co-owner actions
 - Any and all additional costs to the Association incurred to contact all affected parties including all restoration to condition prior to co-owner action.

Policy Adopted by Board of Directors: 11/2/15
Effective: 12/26/15
Mailed to Co-owners: 12/16/15