

Locklin Pines Condo Association

Policy Book

Rev. 7-01-2015

INTRODUCTION

Rules and Regulations are a standard part of condominium living. The overall guiding document for Locklin Pines is the Consolidating Master Deed and By-Laws (referred to as condominium documents) dated December 2, 2013 - a copy of which should be in the possession of each current co-owner, and passed to the new co-owner when the unit is sold. Subsequent amendments are on file with the Association's Management Company.

The By-Laws offer defining descriptions of Rules and Regulations, and should be read by every co-owner. This summary of "policies" reflects the history and decisions of your Board of Directors on matters involving standards established for efficiency, comfort and safety of each co-owner, as well as the good of the community. If any conflict should exist between the condominium documents and these policies, the condominium documents shall prevail.

It is important to understand that no individual owns any part of the grounds or building exteriors. Ownership is held in common with all co-owners. Administration of those elements rests exclusively with the Association.

This summary replaces all previous policy manuals, and has grown from a desire to (a) simplify some of the "legalese" contained in the condominium documents, and (b) describe policies relating to our operation.

These policies are updated as new situations and conditions evolve. The following pages include recent decisions and directions approved by the duly elected Board of Directors as of July 1, 2015. The sitting Board has final say in the interpretation of these policies.

This manual explains what can and cannot be done; procedures to follow to make changes or repairs; and who is financially responsible for changes or repairs – the co-owner or the Association.

I. DEFINITIONS

The Association - Locklin Pines as an entity; specifically, all co-owners – individually, and as a group.

Management Company - An independent company hired by the Board of Directors to collect dues and handle disbursements. The management company contracts and pays for services for maintenance on the exterior of the units, plus landscaping, snow removal, paving, etc. The management company provides counsel and advice on administration of our Association.

General Common Elements - All lands, including roads, driveways, perimeter walls, foundation, bearing walls, floor construction between levels, and roofs of each private home, including doors, windows, and chimneys therein.

Limited Common Elements - Each porch, deck, balcony, court, walkway, and patio as defined by Exhibit B of the Consolidating Master Deed.

Work Order - A request for service or repair for which the Association is responsible. Launched by a request from a co-owner to the Management Company on a designated Work Order form in hard copy or via the management company website. A work order may be generated as a result of inspection by Board members.

Modification Request - A request by the co-owner for permission to make any changes to the general common or limited common elements, exterior of the unit, or adjacent grounds. Examples - deck extensions, window replacement, skylights, landscaping on general common elements. These changes are paid for by the co-owner.

II. MAINTENANCE

IMPORTANT: While the Association carries liability and casualty insurance, this coverage applies primarily to the original structure and does not include personal belongings, furniture, rugs, cabinets, alterations or additions, etc. Several other exclusions exist, and therefore co-owners are strongly urged to discuss your *home owner's insurance policy* with your insurance provider.

The following examples are not offered as final or complete, but typical of the most common kinds of costs and the source of payment. The matrix at the conclusion of this manual details responsibility for payment. If in doubt about who pays, consult the Management Company.

A. Maintenance paid for by the Association generally begins with a Work Order that may be initiated by the co-owner, or by the Maintenance Chair on behalf of the Board of Directors. This includes but is not limited to:

Exterior painting - Work on the exterior of the unit, including paint, caulk, wood repair. Exterior painting of the unit is scheduled by the Maintenance Chair, approved by the Board. May include full house or partial paint according to inspection. Exterior painting is not scheduled on a specific rotation, but judged by condition as periodically inspected.

Doorwalls, Windows, and Main Entry Doors - except as noted in the responsibility matrix.

Pest control - Limited to dangerous and destructive animals and insects outside drywall.

Landscaping - Such as lawn mowing, tree planting/trimming/removal, selective leaf removal, and originally installed yews and burning bushes.

Rain gutters – The Association pays for approved rain gutter installation only if it is determined that the lack of such creates a safety hazard or represents the threat of physical damage to the general common or limited common elements. The Association pays for gutter cleaning.

Water damage - If it can be determined that the source of the leak is from the failure of a general common element. The Association pays for repairs of general common elements up to but excluding the drywall. Co-owner should carry insurance to cover water damage to the interior and its contents.

Plumbing, Gas, and Electrical - Association responsibility from outside up to the unit's service meters.

B. Maintenance paid by co-owner includes but is not limited to:

Routine cleaning of limited common elements. This includes keeping decks clear of debris, mold, and mildew. Power washing is prohibited as this can damage the deck paint.

The interior of the unit.

Landscaping - Maintenance of decorative plants, shrubs, trees, and planting beds around the unit, including weeding, mulching, and edging; in short, all co-owner installed landscaping. No tree is to be planted within 10 feet of a limited common element or roadway.

Window washing inside and outside.

Window hardware.

Exterior Damage such as breakage of window glass or other exterior damage caused by co-owner negligence. Co-owner is responsible for water damage resulting from the co-owner neglecting seasonal exterior water shut-off.

Paint/upkeep of co-owner modifications.

Light bulbs, exterior and interior.

III. MODIFICATIONS (Co-Owner pays)

A modification is virtually any change not paid for by the Association.

Modifications must follow the **formally approved process**. Some examples include:

- Skylights, windows, doors, deck extensions, and stairs
- Gutters not determined as necessary by the Board
- Automatic garage door opener
- Stump removal
- Landscaping changes
- Exterior Lighting. Association pays for exterior garage lights only. All other exterior lighting is co-owner's responsibility.
- Installation of sprinkler systems, air conditioning units, or exterior gas lines.

Completed Modification Request forms (including drawings) sent to the Management Company are discussed and approved (or denied) by the Board at a regular meeting. Modification work may not be started until the Modification Request is approved by the Board.

Modifications must conform to current West Bloomfield building codes. Building permit (if applicable) must be secured after Board approval of the Modification Request. Such modifications are the responsibility of the co-owner to maintain and repair as required. This responsibility passes to the new co-owner when the unit is sold.

It is the responsibility of the seller to inform the buyer of this rule.

IV. OTHER RULES

Payment of dues/fees/assessments/fines/charges – Payments are due on the 1st of each month, and are to be sent to the Management Company. Payments received 15 days after the due date are subject to a \$25/mo penalty. Payments are applied to oldest charges first. When account arrearage reaches the sum of three months of monthly fees, a lien will be filed against the unit.

Snow & ice removal - This is a contracted service governed by terms of the contract. Co-owners may not order de-icing of roads or driveways, but are encouraged to keep a supply of ice melt on hand for treating sudden ice accumulation.

Co-owner plantings - Flower boxes, flower bags, and vines that attach to buildings or retaining walls are not permitted. Damaging vines such as English ivy are not permitted to grow on trees. Planters sitting on porches or decks must have proper ventilation and drainage, and plantings must be properly maintained.

Lake Buffer – A 6 ft. natural buffer must be maintained around the perimeter of the lake. Any trimming or modification of the buffer must be approved by the board.

Firewood storage - Limited to two face cords. (One face cord is 4 feet by 8 feet by 16 inches). Must be stored at least 10 feet from the unit; cannot be stored on or under the deck. Location must not be offensive to view and must be approved by the Board. Covering of the firewood stack is limited to clear, brown, black or dark gray materials.

Garage sales - Prohibited. However, one-time estate sales or moving sales may be conducted for no more than two consecutive days, and require prior Board approval.

Signs, Banners, etc. - Flags and banners are not allowed other than the U.S. flag which must be in good condition. No signs or advertising devices. Unit “For Sale” signs are not permitted on the common grounds. A single unit “For Sale” sign measuring no larger than 24 x 30 in. is permitted to be posted in a single window of the resident unit. Exceptions: On occasion of an open house, estate sale, or moving sale, up to 3 signs are permitted - at the entrance off Lochaven, at the cluster, and at the house, but only during the hours of the open house or sale.

Exterior lighting - Installation of any type of exterior additional lighting affixed to a dwelling is limited to four single lamps, and requires modification request and prior Board approval. Flood lamps are limited to 75 watts. Exterior lighting cannot be a nuisance to neighboring co-owners.

Seasonal outdoor displays - Displays of seasonal items and lighting in trees are limited to the months of December and January. Holiday lights and extension cords must be UL approved for outdoor use.

Pets - Must be leashed when outside the unit, but not staked or penned outside. Pet owners are responsible for immediate removal of all fecal matter deposited by their pets.

Satellite receiving dishes – Not to exceed 1 meter (approximately 30 inches) in diameter. Cannot be mounted on general common elements, but only on limited common areas such as deck, porch or patio.

Parking

- **Parking is not allowed in the cul-de-sacs as these are fire lanes.**
- Guest vehicles must be parked in private driveways or on the common roads - Blue Spruce, Forest Glen, Red Cedar, or designated parking areas. The use of common elements for parking shall not be allowed for more than 72 hours within any 14 day period without written approval of the Board of Directors.
- Motor homes, recreational vehicles, travel trailers, commercial vehicles/trucks may not be parked overnight on Locklin Pines property. Residents using pickups or vans for personal transportation but not for commercial use must secure parking permission for such vehicles from the Board of Directors.

Vehicles – Vehicles without tags or exhibiting severe body or paint damage must be parked inside the co-owner's garage. Unlicensed vehicles such as but not limited to snowmobiles, dirt bikes, all-terrain vehicles, etc. are not permitted on Association grounds.

Basketball hoops - require written Board approval and must be put indoors when not in use. Time of use is limited to the hours between sun up and sun down.

Natural gas line installation - Modification Request is required, including:

1. Description of gas line with drawings.
2. Permit obtained from the Township and filed with the Management Co.
3. Gas lines on the unit exterior must be painted to match the unit color.

Garbage/Trash Pick-up - Pick-up is on a designated day. If a holiday occurs during the week, an alternate pick-up day may be established. Trash may not be placed at the road before the day of pick-up and containers must be removed to garage interior on pick-up day. Special arrangements can be made with the trash hauler for pickup of large items such as discarded appliances, carpet, large boxes etc. Additional pick-up may incur an additional cost to the co-owner.

Yard waste – (which includes grass clippings, leaves, twigs and branches) are to be placed at the road in paper bags sold for this purpose, or containers clearly labeled "Yard Waste". Branches are limited to no longer than 4 feet and must be bundled and tied. Pickup service runs April 15 to November 15.

V. VOLUNTEERS

Volunteers are welcomed and encouraged to assist in community beautification or maintenance projects. This includes, but is not limited to, the activities of Grounds, Maintenance and Lake Committees. Volunteers should exercise good judgement and not participate in potentially hazardous activities.

VI. RULES VIOLATION

A warning letter from the Management Company will inform the co-owner of a violation, detailing the violation and describing the required action. The co-owner may appeal such a violation notice to the Board of Directors within 30 days.

The following schedule of fines has been approved if warnings are ignored:

- First violation: a warning letter will be sent
- After 30 days non-compliance, a second letter will be sent with \$100 fine
- Third letter - \$200.00 fine
- Fourth letter - \$400.00 fine

Unapproved modifications may be ordered to be returned to original form at co-owner's expense.

Failure to abide by restrictions associated with modifications or permits for use may result in the withdrawal of such approval by the Board.

VII. LAKE MARION

- The lake is for the exclusive use of residents and their guests.
- Guests and all minors must be accompanied by an adult resident.
- No boats or watercraft other than those supplied by the Association shall be launched or operated on Lake Marion.
- Life jackets are required by Michigan law when using boats. Boaters must supply their own life jackets.
- Fishing is allowed by residents and their guests only. A Michigan fishing license is required.
- No beach fires allowed.
- The Association does not employ a lifeguard. Swimmers, boaters, and fishers all assume responsibility for their personal safety.

VIII. MATRIX OF COST ASSIGNMENT

The following indicates responsibility for maintenance, repair and/or replacement of general common and limited common elements.

A = Association C = Co-owner. Footnotes at conclusion of the matrix.

<u>ITEM</u>	<u>PAID BY</u>	<u>NOTES</u>
<u>1. GROUNDS</u>		
A. LAWNS	A	
B. LANDSCAPING - GENERAL GROUNDS	A	
C. LANDSCAPING - UNIT PERIMETER	C	1
D. FENCES & RETAINING WALLS	A	2
E. MAILBOXES, HOUSE NUMBERS, SIGNS	A	
F. SNOW & ICE	A	
G. STREET LIGHTING	A	
<u>2. WALK & DRIVE SURFACES</u>		
A. SIDEWALKS - MAIN ENTRY	A	
B. PORCHES	A	2
C. ENTRY STEPS	A	2
D. PARKING AREAS	A	
E. DRIVEWAYS APPROACHES & APRONS	A	
F. ROADS & CUL-DE-SACS	A	
G. GARAGE FLOOR EXTENSION	A	3
<u>3. WATER, SEWER, & DRAINAGE</u>		
A. GUTTERS, DOWNSPOUTS, SPLASHBLOCKS	A	
B. STORM SEWER SYSTEM	A	
C. EXTERIOR SANITARY SEWER SYSTEM	A	
D. EXTERIOR MAIN SUMP PUMP DRAIN LINE	A	
E. SUMP DRAIN LINE TO EXIT UNIT	C	
F. BACK-UP SUMP SYSTEM	C	
G. WATER SYSTEMS	A	
H. CO-OWNER SPRINKLERS	C	
<u>4. LAKE, EQUIPMENT, & AMENITIES</u>		
	A	
<u>5. ROOFS</u>		
A. ROOF COVERINGS	A	
B. FLASHINGS & VENTS	A	2
C. CHIMNEYS	A	2, 4
D. SKYLIGHTS	C	
<u>6. EXTERIOR SIDING, TRIM & FACIAS</u>		
	A	2

<u>ITEM</u>	<u>PAID BY</u>	<u>NOTES</u>
<u>7. ENTRY DOORS</u>		
A. DOOR	A	2
B. HARDWARE	A	2
C. EXTERIOR PAINT & TRIM	A	2
D. WEATHERSTRIP & SEALS	A	2
E. STORM DOORS & SCREENS	C	
<u>8. DOORWALLS</u>		
A. DOORWALL ASSEMBLY	A	2, 4
B. EXTERIOR HARDWARE	A	2
C. EXTERIOR PAINT & TRIM	A	2
D. WEATHERSTRIPS & SEALS	A	2
E. SCREENS	C	
<u>9. WINDOWS</u>		
A. WINDOW ASSEMBLY	A	2, 4
B. HARDWARE	C	
C. EXTERIOR PAINT & TRIM	A	2
D. WEATHERSTRIPS & SEALS	A	2
E. SCREENS	C	
<u>10. DECKS. BALCONIES. PATIOS & RELATED</u>		
A. CARPENTRY	A	2
B. STAINING	A	2
C. ROUTINE CLEANING	C	5
D. LIGHTING FIXTURES & BULBS	C	
E. HARDWARE & ELECTRICAL	C	
F. DOORBELLS & INTERCOMS	C	
G. PILLARS & WOOD TRIM	A	
H. PLANTINGS & DECORATIONS	C	
<u>11. EXTERIOR VENTS</u>		
A. BATHROOM	A	2
B. ROOF/ATTIC	A	2
C. DRYER & OTHER	C	

<u>ITEM</u>	<u>PAID BY</u>	<u>NOTES</u>
<u>12. GARAGE</u>		
A. LIGHT BULBS	C	
B. EXTERIOR LIGHT FIXTURES	A	
C. GARAGE DOOR ASSEMBLY	A	
D. SPRINGS, ROLLERS & OTHER HARDWARE	A	
E. DOOR WEATHERSTRIPS & SEALS	A	
F. INTERIOR WALLS & FLOORS	C	
G. AUTOMATIC OPENER & KEYLESS ENTRY	C	
<u>13. INTERIOR OF HOUSE & BASEMENT</u>		
A. FLOORS, STAIRWAYS & LOAD BEARING WALLs	A	2
B. NON-LOAD BEARING WALLS	C	
C. DRYWALL & PLASTER	C	6
D. FIREPLACE & FLUE	C	4
E. TRIM & MOLDINGS	C	
F. BASEMENT WINDOWS & WINDOW WELLS	A, C	2, 4
G. FLOOR & WALL COVERINGS	C	
H. WINDOW TREATMENTS	C	
I. CUPBOARDS, CABINETS, COUNTERS	C	
J. PAINTING, WALL COVERINGS	C	
<u>14. GAS & ELECTRICAL</u>		
A. SWITCHES, OUTLETS, LIGHTING FIXTURES	C	
B. FUSE/BREAKER BOX	C	7
C. WIRING INSIDE OF WALLS	C	7
D. GAS LINES	C	8
<u>15. PLUMBING & RELATED</u>		
A. INTERIOR WATER LINES	C	7
B. SUMP PUMP(S) & PIT-MAIN & BACKUP	C	
C. COMMODES, SINKS, TUBS/SHOWERS	C	
1. DRAIN LINES & IN WALL PIPING	C	
2. HARDWARE, CAULK, GROUTING	C	
D. APPLIANCES	C	
E. SANITARY SEWER LINES	C	9
F. DRAIN TILES & LATERAL LINES	A	
G. OUTSIDE FAUCETT	C	

<u>ITEM</u>	<u>PAID BY</u>	<u>NOTES</u>
<u>16. CLIMATE CONTROL</u>		
A. HEATING UNIT & RELATED	C	
B. AIR CONDITIONING & RELATED	C	
<u>17. INSECT & WILD ANIMAL CONTROL</u>	A	10
<u>18. CO-OWNER INSTITUTED MODIFICATIONS</u>	C	11

NOTES

All co-owner modifications, alterations, additions, use, and items of appearance or aesthetics affecting the common elements require Board approval; matters of a subjective nature are considered on a case-by-case basis and are at the sole discretion of the Board. The Board reserves the right to amend these items as circumstances warrant. Responsibility for any item not identified here will be determined by the Board in accordance with the By-Laws.

1. Co-owner responsible for decorative plants, shrubs, trees and beds except for original/comparable yews and burning bushes in front of units.
2. Original or comparable only (ref. Consolidated Master Deed, dated December 2, 2013). Co-owner is responsible for alterations and additions beyond this.
3. Refers to exposed area outside of garage door.
4. Co-owner responsible for cleaning chimneys, doors, windows, and doorwalls.
5. Co-owner responsible for damage caused by self-directed power washing of deck.
6. Association responsible up to the inside of unprimed perimeter drywall.
7. Co-owner responsible beyond the point of connection to service meter.
8. Co-owner responsible beyond shutoff valve for main gas line,
9. Responsibility for sluggish or blocked lines depends on causal factor.
10. Association responsible for dangerous or destructive animals and insects (carpenter ants, bees, hornets, termites, raccoons, squirrels, bats, etc.) outside drywall. Inside drywall is co-owner responsibility.
11. Co-owner (present & subsequent) responsible for all maintenance, repair, and incidental damage.

