

# **Brookside Condominium Association**

## **Activity Guidelines**

The Condominium Association documents contain language with respect to the activities that are prohibited within the community. These activities, as well as other community rules and regulations, are incorporated into the legal documents that you agreed to abide by when purchasing your home. Your cooperation with these guidelines, rules and regulations are expected and appreciated.

Commercial Vehicles	No	Not permitted except for service/deliveries
Drying Laundry	Yes	Indoors only
Firewood storage	Yes	Against rear of home
Leasing/Renting	No	Not permitted under any circumstance
Pet Ownership	Yes	Limited to two domesticated pets
Recreational Vehicles	No	Not permitted except loading/unloading
Weapons, firearms, air guns, pellet guns, B-B guns, bow/arrows, similar devices	No	Use not permitted in community

# Brookside of Superior Township Condominium Association Architectural Guidelines

Even though your home is a detached, single family dwelling, the Brookside subdivision is a Condominium community. When you closed on your new home, you should have received a copy of the Condominium control documents. Two of these documents are very important as it relates to activities that can be completed about your new home; they are entitled the Master Deed and the Bylaws. Below, you will find some of the more common guidelines that you will need to follow. Please review this data table closely before completing any exterior work around your home. **Any permitted item must be submitted for approval to the Association Board of Directors and written approval obtained before any construction/installation/activity begins. Should you proceed with any alteration or modification that is not approved in writing by the Association, removal of such alteration and/or modification will be necessary until written permission is received.**

<u>Description of item</u>	<u>Permitted?</u>	<u>Conditions applicable to completion</u>
Antennae	Yes	One antennae is permitted on the rear of the home no greater than 10 feet in height.
Additions	Yes	Per Township and Assoc. guidelines
Basketball Backboards	Yes	Stand alone pole style on side of driveway Black pole with clear backboard
Barbeque Grills	Yes	In backyard only
Bird Feeders / Bath	Yes	In backyard only
Decks	Yes	Per Township and Assoc. guidelines Natural color finishes only – no painting
Driveways	Yes	Must be poured concrete
Fencing	Yes	See Community Standards attachment
For Sale Signs	Yes	One standard sized lawn sign Only open house signs at entrance
Outdoor Lighting	Yes	Specific plans must be approved
Out Buildings	No	Not permitted under any circumstance
Patios	Yes	In backyard only with Assoc. approval
Play Equipment	Yes	In backyard only with Assoc. approval Wood and simulated wood structures
Satellite Dish	Yes	See Community Standards attachment
Shed	No	Not permitted under any circumstances
Statues	Yes	In backyard only
Swimming Pool	Yes	Per Township and Assoc. guidelines In ground pools only
United States Flag	Yes	No larger than 3 feet by 5 feet

# BROOKSIDE OF SUPERIOR TOWNSHIP ASSOCIATION

## COLLECTION POLICY

WHEREAS, in accordance with Article II, Section 5 of the Bylaws, the Board has the authority to use any remedy available for collection of Association fees.

WHEREAS, the timely collection of amounts owed to the Association from the co-owners is essential to the proper administration of the Association and is required in fairness to all co-owners, the following is hereby adopted as an official policy of this Association effective thirty (30) days after distribution to the co-owners of record.

- 1) The annual assessment is due in full by February 1<sup>st</sup> or in equal installments on February 1<sup>st</sup> and July 1<sup>st</sup>. A \$25.00 late fee will be assessed on any payments that are received after the 10<sup>th</sup> of the month it is due. Amounts due but unpaid and not posted by the tenth day of each month are delinquent.
- 2) If your account is delinquent, legal and late fees are paid first, and then the rest of the payment is applied to the monthly fee. **You will be delinquent if all legal and late fees are not paid even though you have sent in your monthly payment.** You must pay off the late and legal fees to prevent any further late fees.
- 3) A late charge of \$25.00 shall be applied to each installment of the annual assessment not received and posted by the Association by the tenth day of the month due.
- 4) The Association's management company will issue a first written notice to each co-owner with a delinquent balance after thirty (30) days. A second written notice will be sent to each co-owner with a continuing delinquent balance after sixty (60) days.
- 5) Co-owners who are delinquent in payment of the annual assessment will be referred to the Association's legal counsel or other collection agency are hereby authorized to issue a notice of intent to record a lien demanding full payment within thirty (30) days from the date the notice is sent. Management shall provide legal counsel with ledger cards detailing amounts owed by delinquent co-owners by the 15<sup>th</sup> day of each month.

# BROOKSIDE OF SUPERIOR TOWNSHIP ASSOCIATION

## COLLECTION POLICY

- 6) The Association's legal counsel or other collection agency is authorized to proceed to record a lien and issue a notice thereof to each co-owner who is delinquent in the payment of two installments of the annual assessment. The notice may advise the co-owner that the remaining installments of the annual assessment have been accelerated and are due and payable within seven (7) days from the date the notice is sent along with all other outstanding amounts owed to the Association.
- 7) The Association's legal counsel or collection agency is authorized to perform a title search and send a final notice prior to initiation of foreclosure by judgment or advertisement proceedings to co-owners who have been sent the notice described in No. 5 above and who have failed to either pay the balance in full within the allotted time or tendered a signed written payment plan proposal for consideration by the Board of Directors in its reasonable discretion.
- 8) Co-owners who timely submit a proposed payment plan will be notified in writing as to the Board's acceptance or rejection of the payment plan proposal. The Board of Directors is not obligated to accept any proposed payment plan. The final notice prior to foreclosure shall state the amount that must be paid and a deadline for payment.
- 9) The Association's legal counsel or collection agency is authorized to proceed to commence foreclosure proceedings against any co-owner who failed to pay the full amount stated in the final notice prior to foreclosure within the time allotted in the notice unless the Board has accepted a proposed payment plan or unless counsel determines other action to be in the Association's interest.
- 10) The Association's legal counsel or collection agency is hereby authorized to pursue recovery of all late charges, court costs and attorney fees as provided in the Condominium Bylaws and under Michigan law, including but not limited to the Michigan Condominium Act.
- 11) Legal counsel or the collection agency shall provide the board and management with a written status report concerning actions being taken to collect delinquent amounts owed to the Association within seven working days after receipt of the unit ledgers each month, provided that there are three or more delinquent co-owners or as determined to be in the Association's interest.

# **BROOKSIDE OF SUPERIOR TOWNSHIP ASSOCIATION**

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## **SEASONAL/HOLIDAY DECORATIONS POLICY**

The Board of Directors for Brookside of Superior Township Association is authorized and empowered to govern the affairs of the Association, including making reasonable rules and regulations, in accordance with the Master Deed and Bylaws of the Brookside of Superior Township Association. The purpose of this policy is to protect the visual stability and attractiveness of the Brookside of Superior Township Association and to establish 'fairness' to all members of the Association.

The *Seasonal/Holiday Decorations Policy* requires co-owners to exercise self-control and constraint so as not to be offensive to neighbors and the community at large. Please be respectful of neighbors in our diverse community by exercising good judgment and taste in the displaying of any seasonal decorations. The Association adopts the following policy regarding seasonal/holiday decorating:

- 1) Outdoor seasonal decorations may be used during the December holiday season providing they are displayed no earlier than November 15<sup>th</sup> and removed no later than January 31<sup>st</sup>.
- 2) Other seasonal decorations (Easter, Halloween, Thanksgiving, etc.) are subject to the same procedures as set forth above except they must not be displayed earlier than two weeks before a specific holiday and removed no later than one week after a specific holiday.
- 3) Penalty for non-compliance with the community's *Seasonal/Holiday Decorations Policy* is as follows: A warning will be given if you fail to comply with these guidelines. If you do not comply within fifteen (15) days of the written warning, a fine of \$75.00 will be assessed. If the co-owner continues non-compliance fifteen (15) days from the fine assessment date, the Association reserves the right to remove all decorations and bill the co-owner for the labor at the standard hourly rate for management maintenance.
- 4) The Board of Directors reserves the right to determine when decorations are inappropriate and to request their removal. Co-owners who expect to be away from their homes for an extended period of time and unable to remove decorations in accordance with this policy, must make arrangements for relatives or friends to remove them. Prolonged absence is not considered a satisfactory excuse for failure to remove in a timely manner and Item 3 above will apply.

# Brookside of Superior Township Association

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## Repair, Replacement and Maintenance Mailbox and Mailbox Stand Policy

The following material has been produced by the Board of Directors of the Brookside of Superior Township Association in order provide the necessary structure within our community. The Board of Directors is authorized and empowered to govern the affairs of the Association, including making reasonable rules and regulations, in accordance with the Master Deed and Bylaws of the Brookside of Superior Township Association. The purpose of this policy is to protect the visual stability and attractiveness of the Brookside of Superior Township Association and to establish 'fairness' to all members of the Association.

According to the Brookside Master Deed and Bylaws, the mailboxes and stands are the Limited Common Property of Association members for which the co-owner is responsible.

To assure 'fairness' to all members for the Brookside of Superior Township Association, the Board of Directors for the Association has established this policy effective immediately. Each co-owner/member of the Association will be financially responsible for all repair, maintenance and replacement of the mailboxes and stands in accordance with both the documents of the Association and the United States Postal Service.

- All mailboxes will be of the same color as follows:

Sherwin Williams SW 6074 Spalding Grey Exterior

- All mailboxes shall be per code as set forth by the United States Postal Service.
- All mailbox stands shall be the same color as follows:

Sherwin Williams 3040 Cottonwood Exterior Solid Color Stain

- All stands for the mailboxes shall be stationed per requirements as set forth by the United States Postal Service
- Cost of the mailbox and stand repair, replacement and maintenance will be paid by the co-owner
- If a co-owner's mailbox is not in compliance with this policy, a written warning will be issued. Non-compliance fifteen (15) days after the date of the written warning will result in a fine assessment of \$75.00. Continued non-compliance will result in additional fines as set forth in Article XX, Section 3 of the Association Bylaws.
- Further, if a co-owner still does not comply with the policy ten (10) days after the final fine assessment of \$150.00, the Association will make arrangements for the mailbox and/or stand to be repaired, replaced or maintained and the actual costs will be billed to the co-owner's account.

Adopted May 12, 2008

# **Brookside of Superior Township Association**

## **Satellite Dish Policy Guidelines**

The Federal Communications Commission enacted regulations involving the ability of certain homeowners to receive satellite signals. In doing so, owners of condominium units were included in the protected class of persons who shall have the right to receive such signals without any undue interference or restrictions. The Brookside Condominium Association recognizes the rights granted under such Federal regulations and hereby accepts the ability of any co-owner in the association to install a satellite dish for the purpose of receiving such signals. Further, the Brookside Condominium Association also recognizes that it may, with limited ability, set certain rules, regulations and standards when a co-owner wishes to install a satellite dish for the purpose of receiving such signals.

Therefore, please be advised that the following rules and regulations shall apply when installing a satellite dish:

The location of the satellite dish shall be, to the greatest extent possible, restricted from sight from the main roads of the community. Generally speaking, the installation location of choice shall be the rear yard of the structure located in the Condominium Unit. The Association shall have direct involvement in determining the installation location of each satellite dish.

The size of the satellite dish shall be restricted to no more than 1(one) meter in diameter.

The connecting cable/wires servicing the control devices inside the home may not be routed along the exterior facade of any structure. Rather, penetration of each cable/wire shall be into the structure at the point of attachment of the satellite dish and all cable/wire shall be routed on the interior of the structure.

When installing a satellite dish, the unit owner shall:

1. Indemnify and otherwise hold the Association, its agents or assigns harmless for any damage, injury, or other tortuous action caused to any person or property or any liability arising from the determination of the installation location or the installation of the satellite dish.
2. Properly maintain the satellite dish and all related equipment or hardware according to manufacturer standards.
3. Immediately restore, repair or otherwise maintain any general or limited common elements disturbed by either the original installation or during any on-going maintenance responsibilities.
4. Select the color of the satellite dish close in proximity to the color scheme of his/her home.

# **Brookside of Superior Township** **Condominium Association**

## **Community Standards for Fencing**

Fences are not permitted in the community unless approved, in writing, by the Board of Directors before the installation of the fence is contracted (by a third party) or installed (by a homeowner). A copy of the insurance certificate from the contractor is also required prior to any approvals.

A Modification/Alteration Permit must be filed with the Association to obtain the Association's written approval. Modification/Alteration forms are available at any time from Kramer-Triad Management, Group, Inc.

Attached to the Modification/Alteration Permit must be a copy of the mortgage survey map of your lot and home with the location of all fencing drawn upon it.

The only approved fencing material is vinyl coated chain link fencing. The color of the vinyl coating must be green or black. No other fence material or colors are permitted. An exception to the Community Standards for Fencing is permitted for homeowners who install swimming pools.

The configuration of any fence must adhere to the following guidelines:

- 1) The height of any and all Board approved fencing shall be four (4) foot in height.
- 2) The fence may not extend forward of the front set back of your home (in the back and the side yard only).
- 3) If you reside on a corner lot, the fence may not extend past the side set back of your home on the side of your home that faces the abutting street.
- 4) Fences may not be installed on any other homeowner's lot or on any general common element of the Association.

The Board of Directors reserves the right to review, modify and otherwise amend the above community standard guidelines as it determined appropriate and in the best interest of maintain community esthetics.

Questions regarding the Community Standards for Fencing should be directed, in writing, to:

Kramer-Triad Management Group, L.L.C.  
1100 Victors Way, Suite 50.  
Ann Arbor, MI



# **BROOKSIDE OF SUPERIOR TOWNSHIP ASSOCIATION**

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## **TRASH CONTAINER POLICY**

The Board of Directors for the Brookside of Superior Township Association is authorized and empowered to govern the affairs of the Association, including making reasonable rules and regulations, in accordance with the Master Deed and Bylaws of the Brookside of Superior Township Association. The purpose of this policy is to protect the visual stability and attractiveness of the Brookside of Superior Township Association.

Article VI, Section 10 (Aesthetics) of the Association's Bylaws prevents co-owners from storing trash or refuse on the Common or Limited Common Elements. This *Trash Container Policy* allows co-owners to store the trash container(s) only on either side of the home providing that the container(s) are in good condition and all container(s) are completely hidden from street view by the utilization of foliage (shrubbery). Failure to comply with this policy will result in the following:

A written warning will be issued if trash containers are stored on the side of a home without proper foliage camouflage. Non-compliance fifteen (15) days after the date of the written warning will result in a fine assessment of \$75.00. Continued non-compliance will result in additional fines as set forth in Article XX, Section 3 of the Association Bylaws.

Co-owners must also comply with the Superior Township solid waste regulations - reference the Superior Township Solid Waste Ordinance 65, Section 12 – Duties of Owners-Occupants.

Adopted May 12, 2008

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN**

**ORDINANCE NO. 24**

**AS AMENDED BY ORDINANCE NO. 139 AND 171**

**AN ORDINANCE TO CONTROL THE HEIGHT OF VEGETATION; TO PROVIDE NOTICE OF VIOLATIONS AND A PROCEDURE FOR ABATEMENT OF VIOLATIONS BY THE TOWNSHIP, COLLECTION OF THE COSTS THEREOF, CREATION OF A LIEN THEREFOR, AND APPEAL OF THE COSTS, AND TO ESTABLISH A PENALTY FOR THE VIOLATION THEREOF.**

**THE CHARTER TOWNSHIP OF SUPERIOR ORDAINS:**

**Section. 24-01. Limitations on Height of Certain Weeds, Grass, and Uncultivated Vegetations.**

a. No person who is the owner, and/or occupant, and/or person in control of occupied or unoccupied property which is one acre or less in size shall permit weeds, grass or other vegetation located on the property to grow to a height greater than 10 inches, except as set forth in c below.

b. The following vegetation is exempt from the provisions of this section:

- (1) Agricultural crops
- (2) Trees;
- (3) Shrubs;
- (4) Flowers or other decorative ornamental plants under cultivation;
- (5) Wildflowers, but only until such time as seeds have matured following the final blooming of the majority of the plants.
- (6) Vegetation in woodlands or wetlands.

c. It shall be the duty of any person having supervision or control of any lot, tract, or parcel of land or any portion thereof, to cut or cause to be cut and removed as necessary to comply with this section, all such grass, weeds, or vegetation on the property as often as may be necessary to comply with the provisions of this section.

**Section 24-02. Notice to Owner of Violations; Abatement by Township; Collection of Costs and Lien; Appeals**

(a) Notice of violation. If the owner of property violates or refuses to comply with Section 1, the Township shall give written notice to the property owner. The notice shall be delivered to the owner or mailed to the owner's post office address. If delivery in person is not possible or if the owner's address is unknown, notice shall be given by publication in a newspaper of general circulation in the Township at least twice within ten consecutive days and either:

(1) Posting the notice on or near the front door of each dwelling on the property to which the violation relates, or on or near the front door of the principal building on the property to which the violation relates if there is no dwelling; or

(2) Posting the notice on a placard attached to a stake at least four feet in length which has been driven into the ground on the property to which the violation relates, at or near the front property line, if the property contains no building.

(b) Contents of first notice. The notice of violation shall contain the following information:

(1) The requirements of section 24-01.

(2) That the owner has ten days from the date of this notice to correct the violation.

(3) That if the owner fails to correct the violation, the Township will enter upon the property and mow or have the vegetation mowed, cut and removed.

(4) That if the owner fails to pay the costs thereof, a lien shall be filed against the property to secure all costs and fees.

(c) Contents of second notice. The second notice of a violation in one growing season shall contain:

(1) All required statements as provided in subsection (b) of this section; and

(2) A statement that if the property owner commits a subsequent violation of section 1, the Township may enter the property, as necessary, for the remainder of the current growing season to correct further violations without further notice to the owner and may assess the costs thereof as provided in this section;

(3) For the purposes of this section, growing season shall mean the period

of time from March 1 until November 1 of any year.

(d) Township may correct violation. If, at the expiration of ten days after any notice provided for in this section has been given, the owner has failed to correct the violation, the Township may enter upon the property and do the work, or pay for the work to be done, as necessary to correct the violation. If, during one growing season, the property owner fails to correct a violation after notice has been given as provided in subsection (c), the Township may enter the property throughout the growing season as necessary to correct further violations without further notice to the owner and may assess the costs thereof as provided in this section.

(e) Owner assessed costs. A statement of the costs incurred by the Township in correcting a violation shall be mailed to the property owner. The costs shall include an administrative fee which shall be set by resolution of the Township Board. The statement shall be due within 30 days of the date of mailing.

(f) Lien to secure costs. The costs so incurred are hereby made a lien upon the property, and the statement of expenses or a certified copy thereof shall be prima facie proof of the expenses incurred by the Township. Whenever any such costs against any piece of property shall be delinquent for 30 days after the mailing of the statement of costs, the Township official in charge of the collection thereof shall certify by November 1 of each calendar year to the Treasurer of the Township, the fact of such delinquency, whereupon such costs shall be entered upon the next tax roll as a charge against such premises and shall be collected and the lien thereof enforced in the same manner as general Township taxes against such premises are collected and the lien thereof enforced.

(g) Appeal of costs imposed. Within 15 days of the date the statement of costs is mailed to the owner of the property, the owner may appeal the reasonableness of the charges billed for abating the condition to the Township Board by filing a written statement with the Township, stating why the charges are unreasonable. The appeal shall be submitted to the Township Board for its review within a reasonable time after filing. If the Township Board finds the charges unreasonable, it shall assess the costs as it deems reasonable. The administrative fee shall not be appealable.

(h) The Township Ordinance Officer shall be the Commissioner of Noxious Weeds as specified by State Statute.

**Section 24-03.** In lieu of the notice required in Section 24-02 above, the township may publish a notice in a newspaper of general circulation in the township during the month of March that weeds not cut by May 31, and then not cut again by August 31, of that year would be cut by the township and the owner of the property charged with costs under the provisions of Section 24-02. The township's publication shall also contain all other information required of the notice provided for in Section 24-02. The township may cut weeds as many times as necessary and charge the costs to the property owner.

**Section 24-04.** The provisions of this Ordinance are hereby ordered to take effect upon the first publication.

**Section 24-05.** This Ordinance adopted by the Township Board of the Township of Superior on August 16, 1971, and amended by Ordinance No. 130 effective March 25, 1997 and Ordinance No. 171 on February 19, 2008.