

What do I do if I have a problem or complaint?

The Board of Directors of the LEDGESTONE CONDOMINIUM ASSOCIATION believe that conflicts which arise between condominium association homeowners and between homeowners and their association are best resolved by way of negotiation and mediation rather than litigation.

The "Alternative Dispute Resolution" (ADR) is faster, friendlier, less expensive and often more effective than resorting to the courts to resolve disputes and the Michigan Condominium Act (Act 59 of 1978) requires that "an association shall provide a fair and efficient procedure for the resolution of housing-related disputes between individual unit owners and the association, and between unit owners, which shall be readily available as an alternative to litigation";

With this in mind, the board of the LEDGESTONE CONDOMINIUM ASSOCIATION has adopted the ADR procedure.

If you have questions about this policy please contact Chris Byers at Redstone Property Management, P.O. Box 401, Rockford, MI 49341, Phone (616) 874-3371 Fax (616) 874-3381 additional help.

A. COMPLAINTS, REQUESTS, & INQUIRIES

1. All requests, inquiries and complaints related to the Ledgestone Condominiums, shall be made in writing to the Management Company and the Board of Trustees. "Complaint Forms" can be found on the Administrative page of the website.

2. Names of the complainant will be held in strict confidence.

RESIDENTS HAVE THE RESPONSIBILITY TO ABIDE BY THE RULES AND TO REPORT VIOLATIONS TO THE BOARD. THE BOARD HAS THE AUTHORITY TO REQUIRE CORRECTIVE ACTION BY THE VIOLATOR OR BY LICENSED CONTRACTORS. CHARGES AND/OR FINES WILL BE ASSESSED AGAINST THE VIOLATOR.

RESOLUTION Establishing RULES ENFORCEMENT PROCEDURE

RULES AND REGULATIONS ENFORCEMENT PROCEDURE

WHEREAS, the LEDGESTONE CONDOMINIUM ASSOCIATION is empowered and

obligated to administer and enforce the provisions and restrictions contained within the Governing Documents by virtue of the Association's Master Deed and By-Laws; and WHEREAS the Board of Trustees is empowered to promulgate, adopt and publish reasonable Rules and Regulations as may be necessary to carry out the intent of the provisions and restrictions contained in the Condominium Documents by virtue of Article 11 of the Association's Master Deed & By-Laws; and WHEREAS the Board of Trustees is further empowered by virtue of Articles VII, X and XII of the Association's By-laws to enforce said Rules and Regulations and the provisions in the Governing Documents by way of notice to and fines and legal proceedings against the offending party; therefore BE IT RESOLVED that the following Enforcement Procedure is hereby adopted by the Board of Trustees of the LEDGESTONE CONDOMINIUM ASSOCIATION at its meeting on the 1st of NOVEMBER, 2011.

Section 1. PROCEDURE FOR ENFORCEMENT OF RULES AND REGULATIONS: If a unit owner, family member, tenant, or guest of a unit owner violates a rule, regulation or other restriction or provision of the Ledgestone Condominium Association, the following actions will be taken: 1. A letter will be sent to the offending unit owner by email and regular mail advising of the violation and requesting compliance with the Association's documents and rules and regulations. If the unit owner does not respond to the Association's property manager within ten (10) days of his or her receipt of the letter, it will be assumed that the unit owner does not contest the notice of violation and will immediately comply.

2. If the violation continues (or occurs again) after the ten (10) days from the initial notice, a second notice will be sent to the offending unit owner by email and regular mail advising that if the violation continues (or occurs again) after a date certain, a fine of up to \$50.00 will be imposed for each violation thereafter. If the violation is not rectified, or if the same violation is repeated, the following fines will be levied on the property:

1st day: \$25.00, 2nd day: \$50.00, 3rd and each succeeding day: \$100.00

These fines will continue to accumulate until violation is corrected. For example 3rd day total = \$175.00, 4th day total = \$275.00

This second notice shall advise the offending unit owner of his/her right to an Alternative Dispute Resolution (ADR) proceeding if the notice of violation is contested. If the offending unit owner chooses to exercise his/her right to an ADR proceeding, that unit owner must notify the property manager in writing within ten (10) days of his/her receipt of that notice. If he/she does not so notify the manager, he/she shall forfeit their right to ADR and it will be assumed that the notice of violation is not contested.

3. The fines as stated above will be imposed against the offending unit owner for each violation that occurs after the date certain stated in the notice. If those accumulated fines are not promptly paid and the violation abated, the Association may file a lien against the offending unit owner's property in the county clerk's office for the amount of those accumulated fines and any associated costs incurred in pursuing enforcement of the

violated rule. The Association may then foreclose on that lien, file a lawsuit against the offending unit owner to recover those fines and/or to enforce his/her compliance with the rules and regulations, or both.

4. The Association may suspend the offending unit owner's membership rights and privileges, including his/her voting rights, services provided by the association and parking privileges, until the violation is abated. In the event that the Association revokes the offending unit owner's privilege of parking on Association common property, a notice will be sent to that unit owner advising that if his/her vehicle (including the vehicles of that unit owner's family, guests, and visitors), is observed parked on Association common property, it will be towed without further notice.

5. All costs incurred by the Association in pursuing enforcement of a rule or regulation, including legal fees and filing fees, are chargeable directly to the offending unit owner and shall serve as the basis for a lien to be filed against that unit until all outstanding costs are paid by that unit owner.

6. Any violation of a Rule or Regulation should be brought to the attention of the Condominium Property Manager. This may be by telephone and confirmed in writing, by any resident.

7. In the event that an unauthorized vehicle parked at the LedgeStone Condominiums is not removed after reasonable efforts to contact the owner have been made, then The Board of Trustees is empowered to have the vehicle towed at the owners expense.

RESOLUTION Establishing a Collection Procedure

WHEREAS, each unit owner in the LEDGESTONE CONDOMINIUM ASSOCIATION is obligated to pay Common Expense Assessments to the Association by virtue of Article IV of the Association's Master Deed and Article V of the Association's By-laws; and WHEREAS the Board of Trustees is empowered and obligated to take certain actions to collect said Assessments from those unit owners who have failed to make timely payment of those Assessments by virtue of Article IV of the Association's Master Deed and Articles V, VII, X and XII of the Association's By-laws ; therefore BE IT RESOLVED that the following Collection Procedure is hereby adopted by the Board of Trustees of the LEDGESTONE CONDOMINIUM ASSOCIATION at its meeting on the 1st of NOVEMBER, 2011.

Section 1. PROCEDURE FOR COLLECTION OF DELINQUENT ASSESSMENTS AND RELATED CHARGES: Monthly installments of the Annual Common Expense Assessments (Association Dues) are due on the first of each month. If payment of those

assessments is received after the 10th of the month in which they are due, it will be considered late and a late fee of \$50.00 will be assessed against the unit.

2. On the last day of the month, if the payment for that month has not yet been received, the Board/Property Manager is to send a letter to the unit owner reminding him/her of the overdue assessment and demanding immediate payment.

3. If payment is not received by the end of the following month (the second month since the initial delinquency), the Board/Property Manager shall contact and provide the appropriate information to the Association's counsel, who will send a "30-day demand letter" to the unit owner in default of payment (see attached template). Any legal fees incurred by the Association in pursuing collection of any overdue payments from a unit owner will be the owner's responsibility.

4. If the overdue amount has not been paid within 30 days of the letter described in #3 above, the amount due for the remainder of that year will be accelerated and become due immediately from the unit owner in default. The attorney will prepare a lien with the appropriate information (including the accelerated amount due and costs incurred) and forward it to the Board/Property Manager for signing. When it is returned to the attorney, it will then be filed in the County Clerk's office and sent to the delinquent unit owner along with a "10-day demand letter" (see attached template). The Board/Property Manager will also attempt to locate the owner's mortgage company and notify them of the lien filing.

5. If the overdue amount has not been paid within 10 days of the letter referred to in Step 4 above, the Board may take one, two or all three of the following actions: instruct the attorney to file a complaint in the Michigan Superior Court-Special Civil Part seeking a money judgment against the defaulting unit owner in the total amount due, instruct the attorney to file a lien foreclosure action against the defaulting unit owner, or instruct the attorney to do both.

6. Note: that the cost of each action taken with regard to collecting a delinquent assessment is chargeable to the delinquent unit owner.

7. Residents should further understand that a co-owner cannot complete the sale of their unit until all assessments and fines are paid in full and they have received written notice either from the condominium management company or the Board of Directors stating the debt is satisfied.

8. Note: that if a unit owner has not paid his/her monthly assessments in a timely manner, that unit owner is no longer a "member in good standing" and loses his/her privileges of membership until the delinquency is cured.