### LEDGESTONE CONDOMINIUM ASSOCIATION RULES AND REGULATIONS Approved by the Board of Directors October 26, 2011

#### PREFACE

Condo living and ownership is different from living in a house. It is more like living in an apartment, but in which you own the interior of the unit. You are free to make changes to the interior as long as it does not affect the structural integrity of the whole building. However, just like an apartment, once you step outside of those walls there are some restrictions. Some may consider them unreasonable, but they are for the benefit of the entire association, so that we will continue to have a harmonious, happy and beautiful development for many years to come. That is the purpose of these rules and regulations.

#### AUTHORITY

Ledgestone Condominium Association Board of Directors has the authority to develop and enforce these rules and regulations. This authority is granted in the Master Deed and the Ledgestone Condominium By-Laws, which are provided for under the Michigan Condominium Act. Ledgestone Condominium Association Board of Directors reserves the right to add, delete, or modify this document at any time.

Reference: By-Laws, Article IV, Section 4.04

#### **MISSION STATEMENT**

All residents, guests, and visitors are to use common sense, respect, courtesy, and cooperation to make this community a safe and friendly neighborhood.

#### APPLICABILITY

These rules and regulations apply to all residents, of Ledgestone Condominiums, regardless of whether they are owner or a lessee of a unit, including their visitors or guests. These rules and regulations constitute an addendum to the Ledgestone Master Deed and By-Laws.

### DEFINITIONS

Resident – Any individual(s) who reside in a unit in the Ledgestone Condominiums and use it as their permanent mailing address.

Owner or Co-owner – Means a person, firm, corporation, partnership, limited liability company, limited liability partnership, association, trust or other legal entity or any combination who or which own a unit in the condominium. The terms owner or co-owner are interchangeable. *Reference: Master Deed, Article III, Section 3.1 k.* 

Lessee - Means a person, firm, corporation, partnership, limited liability company, limited liability partnership, association, trust or other legal entity or any combination who or which are considered a resident and have entered into a legal lease with an owner.

Common Element – where used without modification, means the portions of the Project other than the Condominium Units, including all General and Limited Common Elements described in Article IV of the Master Deed..

Reference: Master Deed, Article III, Section 3.1 e.

General Common Elements - means those common Elements of the Project described in Section 4.1 of the Master Deed which are for the use and enjoyment of all Co-Owners of the Project. *Reference: Master Deed, Article III, Section 3.1 n.* 

Limited Common Element – means those Common Elements of the Project described in Section 4.2 of the Master Deed which are reserved for the exclusive use of the Co-owner(s) of a specified unit or units.

Reference: Master Deed, Article III, Section 3.1 o.

### 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 <u>"Alternative Dispute Resolution" (ADR)</u> 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 is mind, the board of the LEDGESTONE CONDOMINIUM ASSOCIATION has adopted the <u>ADR procedure</u>.

If you have questions about this policy please contact Kathy Rodewald kathy@dtswink.com or Amy Preston godmodder3@hotmail.com for 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:

1<sup>st</sup> day: \$25.00, 2<sup>nd</sup> day: \$50.00, 3<sup>rd</sup> and each succeeding day: \$100.00 These fines will continue to accumulate until violation is corrected. For example 3<sup>rd</sup> day total = \$175.00, 4<sup>th</sup> 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.

Reference: By-Laws, Article V & XII

### MONTHLY CONDOMINIUM ASSOCIATION DUES:

All condominium fees are due by the 1st of the month, a Ten (10) day grace period is given. Bills are <u>not</u> mailed, all Association correspondence is sent out electronically. Please remember to pay your condominium fee in a timely fashion to avoid the \$50.00 per month late fee charge. All payments should be made to Ledgestone Condominium Association. Your current monthly condominium fee is \$158.50 (Plus Water) effective December 01, 2012.

<u>Amended 11/01/2011: Owner's voted that, owner/resident has two (2) months to be past due, after that services will be suspended.</u>

### SPEEDING

A speed limit of 15 Miles Per Hour will be in effect throughout the entire community. A sign is posted at the complex entrance as a reminder. Residents are responsible for informing their guests of this rule.

### NOISE AND NUISANCES

No excessive noise permitted between the hours of 10:00 p.m. and 9:00 a.m. on Sunday through Thursday nights and between the hours of 12:00 midnight and 9:00 a.m. on Friday and Saturday nights. For example but not limited to musical instruments, radios, stereos, televisions, loud music, revving engine, barking dog, yelling, and disruptive social gathering.

Reference: By-Laws, Article VII, Section 7.04 g; GR Twp Ordinance 20

#### FIREWORKS

Because of the close proximity of the buildings to one another, only the following are permitted and only with adult supervision: sparklers, flitter sparklers, cone and cylinder fountains, snakes, and smoke devices. What is permitted is what is normally sold in packages at Meijers. The following are not permitted: Anything that explodes or leaves the ground; firecrackers, rockets, shells, roman candles, aerial spinners, etc.

Reference: Michigan Law 1931, PA 328; By-Laws, Article VII, Section I

### **ACTIVITIES ON COMMON ELEMENTS**

No immoral, improper, offensive or unlawful use shall be made of any part of the Condominium Project, and nothing shall be done or kept in any Unit or on the Common Elements which will increase the rate of insurance for the Project without the prior written consent of the Association. In the event the Association consents to an activity which increases the rate of insurance for the Project, the Association shall specially assess the Co-Owner(s) for any increased cost of insurance. No Co-Owner shall permit anything to be done or kept in the Unit or on the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which would be in violation of any law.

No cooking equipment, lawn furniture, bicycles, children's wheeled vehicles, toys or other personal property or equipment shall be kept or left in or on the Common Areas except or appropriate seasonal furniture which shall be maintained and located in such fashion as to meet safety and aesthetic standards established by the Trustees from time to time. All equipment and furniture shall be removed from common areas immediately after use.

Reference: By-Laws, Article VII, Section 7.02; Section 7.04 h & I

### ACCESS TO CO-OWNER UNIT

In order to protect the safety and/or welfare of the other inhabitants of the condominium and the common elements, it shall be the responsibility of each co-owner and/or resident to provide the association with the following:

Home phone number Work phone number Cell phone number Emergency contact and phone number

These are required so the association may gain access to a unit to prevent any loss or damage to that unit, adjoining unit(s) or buildings, or common elements in the event of a water main break, flooding, fire, false fire alarms or any other incident.

Reference: By-Laws, Article IV, Section 4.04 e.

#### EXTERIOR APPEARANCE AND MODIFICATIONS

It is not permissible to make changes to the exterior of the building or limited common elements without written authorizations of the Board of Directors. Common elements are to be free of trash, materials, and personal property of any kind or storage of supplies. Each resident is asked to maintain their unit and its limited common elements in a safe, clean and sanitary manner. Decks are not to be used for storage or maintained in an unsightly manner. Sidewalks, landscaped areas, driveways and roads are to remain unobstructed and used only for purposes for which they were intended.

Reference: By-Laws, Article VII, Section 7.04 d.

### ADORNMENTS ON EXTERIOR OF UNITS

(1) Painting - staining - sealing; Outside painting, staining or sealing of units or decking can only be done by the Association and not Co-Owner or any other agent.

(2) Exterior physical alterations: Any outside alteration of the building or grounds from their preexisting condition are prohibited.

(3) Flags: American flag can be attached to a unit, not to exceed 3ft. X 5ft.

(4) Hanging plants and planters: Must be confined to decks and patios. Freestanding planters are allowed by entryways. Owners must maintain all planters which shall adhere to the aesthetics of the common area.

(5) Birdbaths/freestanding statues; not to exceed 36" tall. Limit one per unit. Allowed on porches, decks, patios and mulched areas only (prohibited from grass areas) and shall adhere to the aesthetics of the common area.

(6) Bird feeders (liquid or seed); Limited to deck and patio areas only. Insect and pest control of both liquid and seed type feeders will be the responsibility of the Co-Owner.

### LANDSCAPING COMMON AND LIMITED COMMON ELEMENTS

Use of common elements shall be in accordance with the Master Deed and Bylaws. Landscaping which is present upon the purchase of the condominium on common and limited common elements cannot be removed without the written approval of the Ledgestone Condominium Association Board. Addition of landscaping by the condominium owner or co-owner, (the lessee(s) is not allowed to landscape) in the immediate proximity of the owners' condominium in prelandscaped areas is allowed (Front porch mulched areas and for units without decks the patio area). The pre-landscaped areas are adjacent to the main entrance of the condominium unit; however, it does not include non-landscaped areas surrounding the deck. Landscaping may not include trees or oversized inanimate objects.

Reference: By-Laws, Article VII, Section 7.03

### PETS

(1) No animal or bird (together "pet' or Pets") may be kept in the Condominium without the prior written consent of the Managing Agent. Any consent given by Managing agent shall apply only to the particular pet involved, for as long as such pet resides with the same Co-Owner(s) in the Project, and such permission shall not apply to any substitute or replacement pet, or to any transfers of the pet to another owner who resides in the Condominium.

(2) No savage animal or bird, no dangerous animal or bird, and no farm animal or bird shall be kept in the Project. No animals may be kept or bred for any commercial purposes within the Condominium.

(3) All Pets (1) must be registered with the Association, (2)ea must be kept only in compliance with the Rules of Conduct (3) must at all times be kept under such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions; and (4) shall not be permitted to run loose upon the Common Elements. At all time, all pets must be kept under such care and restraint as not to be obnoxious on account of noise, odor, or unsanitary conditions. No farm animals are allowed. The Co-Owner of the Unit which keeps the pet shall be exclusively responsible for cleaning up after the pet. The Association may, without liability to the owner thereof, remove or cause any animal to be removed from the Project which it determines to be in violation of the

restrictions imposed by this subsection (3). Any person who causes or permits any animal or bird to be brought or kept in the Condominium shall indemnify and hold harmless the Developer and the Association for any loss, damage or liability which the Association may sustain as a result of the presences of such animal or bird in the Condominium Project. The Association may, after notice and hearing, specially assess the Co-Owner of any Unit for any expenses incurred by the Association as a result of damage caused to the Common Elements or to another person, animal or property by the Co-Owner's pet, or by any other animal or bird the Co-Owner, or his tenants or guests, bring into the Condominium Project.

Reference: By-Laws, Article VII, Section 7.04 j

Amended: 06/09/2011; Pet park area designated for dogs to go potty and play was voted down. This ballot item included that if it was voted down than any increases of fees or extras for repairs to the lawns or fines from the landscaping company for poop in the yards, and brown spots repairs in the development will be divided up amongst the owner's/resident's with dogs.

NOTE: Pet registration applications can be found on the Administrative page of the website.

#### STRAY ANIMALS

Residents are prohibited from feeding or harboring any stray animals, especially the geese.

## HOLIDAY DECORATIONS

Holiday decorations may only be displayed on Common Elements and Limited Common Elements and may be attached to the outside walls of the residents unit. Any damage as a result of these attachments will be the responsibility of the co-owner to have the damage repaired or the association may assess the cost of repairs against the co-owner. In addition, holiday decorations may only be displayed no more than 28 days prior to and 28 days after the applicable holiday.

#### WINDOWS AND SLIDERS

The maintenance and repair of windows and sliders are the responsibility of the Co-Owner. *Reference: By-Laws, Article IV, Section 4.3* 

### **STORM DOORS**

Front entrance storm doors may be installed, providing they (or are equivalent to) Anderson Model 2000/3000/4000, White or Anderson Model 300 Series. The garage entrance door may also have a storm door installed and since it is inside the garage, the owner can choose which door they prefer.

Reference: By-Laws, Article VII, Section 7.03

### VACATED UNIT FOR EXTENDED PERIOD

If your unit is going be vacant for seven (7) or more consecutive days, the Association Board needs to know the date of your departure and the date of your return. In case of an emergency, a contact name and phone number of who can be reached is required in case access to the unit is required. *Reference: By-Laws, Article IV, Section 4.06 e.* 

Note: Vacation Notification Forms can be found on the Administrative page of the website.

### PARKING SPACES AND STREET PARKING

Overnight parking for owners/residents is never permitted on the street, or in the visitor parking areas. All vehicles must be parked in the garage or on the driveway. No more than (4)ea vehicles per unit. Co-owners or residents must park their vehicles only in the garage and/or the 2 spaces

located on their driveway. No vehicle may be parked in the street. No parking permitted on grass. If any person parks vehicles as referred to in the Section in any area of the Condominium the vehicle and property therein is at the sole risk of such person, and not the responsibility of the Managing Agent, Board or the Association.

Repairing or servicing of vehicles within the parking areas is prohibited. No commercial vehicles will be allowed to be parked adjacent to or within the permitted parking spaces of condominium units or in the cul-de-sac area, other than vendors' vehicles that are actively servicing a home.

No parking allowed on the street when an actual snowfall of 1 1/2" or more has occurred; this is to allow for speedy and complete snow removal.

Reference: By-Laws, Article VII, Section 7.04 o & q

### TRASH AND/OR RECYCLING PICK UP

All trash shall be kept inside a garage except for short periods of time reasonably necessary to permit collection. All trash and recycling bins shall be placed outdoors either the night before (no earlier than 6:00 p.m.) or the morning of (prior to 6:00 a.m.) of the designated trash collection day. Trash bins must be removed from the curb by nighttime the day of pick-up. Trash containers of any type may not be stored outside the Units at any time.

Reference: By-Laws, Article VII, Section 7.04 m; Article VIII Section 8.1

## SATELLITE DISHES

The association board will generally approve a resident to have one satellite dish installed and connected to their unit provided all of the following conditions are met:

- 1. The dish is less than one meter (39.37") in diameter.
- 2. The dish is designed to receive video programming or local television signals
- 3. The dish is may not be mounted on the front of the unit or on a roof facing the street. It is preferable to put the dish on a post in the rear yard.
- Any dish or installation not meeting these conditions, such as installations on the roof of a unit, must have specific approval from the association board. Failure to obtain approval could result in the association having the dish removed or a daily fine assessed until approval has been obtained or the dish permanently removed. In addition, the owner or co-owner is responsible for the repair or replacement caused by any damage to common elements as a result of the installation.

Reference: By-Laws, Article VII, Section 7.04 c; 47 CFR Part 1 (FCC Over-the-Air Reception Devices Regulations)

# DECKS & HOT TUBS

Prior to the construction of a deck, co-owners must submit a plan to the board for approval. It must include a drawing of the proposed deck showing size (maximum 12' x 12'), the relationship to the doorwall, materials to be used, and location of steps (must only be off the side of the deck). The co-owner must then obtain the necessary building permits from Grand Rapids Township prior to beginning any construction and have required inspections performed by the township during construction.

The board must also approve any *ground level only* addition for a hot tub pad. The co-owner must then obtain the necessary building permits from Grand Rapids Township prior to beginning any construction and have required inspections performed by the township during construction. Failure to obtain approval could result in the association having the hot tub removed or a daily fine assessed until approval has been obtained. In addition, the owner or co-owner is responsible for the repair or replacement caused by any damage to common elements as a result of the installation.

Reference: Master Deed, Article VII, Section 7.03; GR Twp Ordinance 353 Section 1

### SALE OF UNIT SIGN

The Association will allow one (1) "FOR SALE" sign per unit. If an open house is held, up to 4 "OPEN HOUSE" signs may be placed throughout the community on the day of the open house between the hours of 12:00 noon and 5:00 p.m. No exterior "FOR SALE" signs or boxes/containers dispensing informational literature may be placed on the property while the complex is still in development. Once, development of the complex is completed, Exterior "FOR SALE" signs or SALE" signs or boxes/containers dispensing informational literature will be permissible.

Whenever any Co-Owner proposes to sell, give, lease, devise or otherwise transfer any unit, or any interest, said Co-Owner(s) shall give the Association not less than thirty (30) days prior written notice of the proposed transfer, which notice shall briefly describe the type of transfer proposed by the Co-Owner and shall state the name, current address and phone number. You are also responsible by law to supply the new owner with a Master Deed and By-Laws of the Association before closing on the sale of the unit. It is the potential owner's right to be informed of the rules, regulations and procedures adopted by this Association.

Reference: By-Laws, Article VII, Section 7.04 e, Article VIII

### NOTICE OF LEASE

If you are planning on renting your home out, you MUST first contact the management office not less than thirty (30) days prior with written notice of the proposed transfer. The association will need the tenant names and information (including pets) for a background check. If the tenant is approved, we will need a copy of the lease agreement. Leases must be for a minimum of 12 months. This agreement also needs to include the by-laws and rules & regulations so that the tenants are aware and abide by the rules. Any fees incurred for background checks will be billed to the owner.

Note: Owners are responsible for all actions of their tenants and any fines imposed against the home as a result of said actions.

Reference:By-Laws,ArticleIX

#### BOARD AND COMMITTEES

Only one member of a family can serve on any one continuing committee. *Reference: By-Laws, Article IV* 

#### **VOTING AND SPEAKING RIGHTS**

Only one of the co-owners who have been designated, an individual owner, or their proxy may vote at any general association meeting. Only co-owners or their proxy may speak on any issue at any general association meeting. Note: All Association dues and special assessments must be paid and current in order to vote.

Reference: By-Laws Article II

#### NON-RESIDENT OWNERS

Any owner(s) who are not residents, must forward to the Managing Agents your name, address, and emergency phone number. This is needed so that in the event of an emergency, the management company or the board can reach you in a timely manner.

Reference: By-Laws Article IV, Section 4.06 e.

### NEIGHBORHOOD GARAGE SALES

Permits one neighborhood garage sale per 12 month period. Our street is not that wide, so to alleviate clogging up the street, the street entrance will be blocked off during the sale. Common areas, such as grass, may not be used for the display or sale of merchandise. Notice must be given to the Managing Agents at least one week prior to the sale. Each sale may not exceed three (3) consecutive days in duration and shall only be conducted between 9:00 a.m. and 5:00 p.m.

Reference: By-Laws Article VII, Section 7.04 u

#### DISPLAYS

No Co-Owner shall display, hang or store any clothing, sheets, blankets, laundry or other articles outside the Unit, or which may be visible from the outside of the Unit (other than draperies or curtains, blinds and/or shades of a customary nature and appearance), or paint or adorn the outside of the Unit, or install outside the Unit any CB, short wave or other radio or television antennae, window air-conditioning unit, awning, screens on porch and/or patio, solar equipment or panels of any kind, weathervanes or other roof attachments, without the prior written permission of the Association. The foregoing restrictions shall not be construed to prohibit a Co-Owner from placing and maintaining outdoor furniture and decorative live foliage of a customary nature and appearance on a patio, deck or courtyard constructed adjacent to the Unit; provided, that no patio or deck which is visible from another Unit or from the General Common Elements of the Project during the winter season. No Co-Owner may store firewood outside of the Unit.

Reference: By-Laws Article VII, Section 7.04 c

#### SIGNS

Co-Owners or residents may not display any signs in windows of their Units or in the Common Areas, nor may Co-Owners or residents place window display or advertising materials in the windows or Common Areas, except for "For Sale" signs.

Reference: By-Laws Article 7.04 e

#### ABUSE OF MECHANICAL SYSTEMS

The Trustees may charge to a Co-Owner any damage to the mechanical, electrical, or other building service system o the Condominium caused by such Co-Owner by misuse of those systems.

Reference: By-Laws Article IV, Section4.3 f & g

### CAMPERS, TRAILER, BOAT, TRUCK, ETC. STORAGE

No recreational vehicles, house trailers, trailers, boats, camping vehicles, motorcycles, all terrain vehicles, vans (other than mini-vans), snowmobiles, or boats shall per parked or stored on the private roads of the Project, nor parked in any driveway or kept in any garage if such storage would prevent full closure of the door thereto, for more than three (3) days without the written approval of the Association. The three (3)ea day period must either immediately precede or follow a bona fide trip.

No commercial trucks, or motorcycles shall be parked in or about the Condominium, outside of a closed garage, except for the making of deliveries or pick-ups in the normal course of business. A "commercial vehicle" includes all motor vehicles having commercial lettering or signs affixed the to the outside of the vehicle.

Failure to park as specified by the Trustees shall result in the vehicle or trailer being towed and all costs and expenses of the towing shall be the Co-Owner/resident responsibility.

If any person parks vehicles as referred to in the Section in any area of the Condominium the vehicle and property therein is at the sole risk of such person, and not the responsibility of the Managing Agent, Board or the Association.

Reference: By-Laws Article VII, Section 7.04 k & o

#### LIGHTING

All exterior garage lights shall be attached to a joint sensor administered by the Association, and all light bulbs used in the lights shall be of uniform shape and design, as designated by the Association. No exterior light fixtures may be modified or replaced with a different style, except with the consent of the Association. No vapor lights, dusk to dawn lights or other lights regularly left on during the night may be installed or maintained on the exterior of any Unit without the prior approval of the Board of Directors.

Note: ALL units must have their garage light fixtures on a photo eye from dusk to dawn. Units are not permitted by code to have a switch on the inside of the interior of the Unit to control turning the lights on and off. The Co-owner/resident is responsible for paying the electric for the garage light fixtures.

Reference: By-laws Article VII Section 7.04 r; GR Twp Ordinance 353 Section 1

<u>Amended 11/01/2011: Owner's voted that if Grand Rapids Township or Kent County Road</u> <u>Commission Fines the Association for Ordinance violations for unscrewing or taking the light bulbs</u> <u>out of your garage lights, that the unit owner will be responsible for that fine</u>

<u>Amended: 11/01/2011: Owners voted to keep the current system of Garage Lighting for Security</u> and Street Lighting instead of installing street light poles.

If your exterior garage fixture lights are not working properly, please email Amy Preston at: <u>apcontractelectric@att.net</u>,

#### STORAGE; GARAGE DOORS

For security and aesthetic reasons, garage doors will be kept closed at all times except as may be reasonably necessary to gain access to and from any garage and for such short periods of time as may be reasonably necessary to permit periodic collection of trash.

Each garage door must have a functional remote controlled garage door opener attached to the garage door at all times. It is recommended by the Board that you maintain the rollers on the garage door by spraying periodically with WD-40.

Reference: By-Laws Articles VII 7.04 t & Master Deed Article IV, Section 4.3

#### AMENDMENTS

Reasonable rules and regulations concerning the use of Condominium Units and Common Elements, limited and general, may be promulgated and amended by the Board. Copies of such rules and regulations shall be furnished by the Board to each Co-Owner at least ten (10) days prior to their effective date.

Reference: By-Laws Article VII, Section 7.06

### DELEGATION

The Board shall have to authority and duty to enforce these Rules and Regulations, but, in their discretion, may delegate such enforcement authority and duties under these Rules and Regulations to whomever they deem desirable.

Reference: By-Laws Article IV, Section 4.04

# ADMINISTRATIVE FORMS

The following forms can be obtained from the <u>www.ledgestonecondominium.com</u> website, please see the Administrative tab. If you do not have adobe PDF reader on your computer, click on the icon to download the software.

Complaint Form Complaints: How To File & Procedures Owner/Resident Updated Information Form Pet Registration Form Recycling Guide - What Can Be Recycled? Recycling Pick-up Schedule Repair Request Form Vacation Notification - Emergency Contact Form