

WESTBROOKE

Condominium Association

RULES AND REGULATIONS

*Revision Date: July 1, 2021 - Effective Date: August 1, 2021
(Pool Rules amended for June 2023, effective immediately)*

These Rules and Regulations have been amended: look for the italicized and bolded print to see what has been changed in this revision. Please discard all previous versions that you received. The Rules and Regulations are not intended to be a complete listing of all the restrictions included in the Master Deed and Bylaws of the association, but is a listing of the most commonly overlooked rules and violated practices as well as an elaboration on existing sections of the documents. A review of the Master Deed and Bylaws will assist the reader in identifying other restrictions. These Rules and Regulations may be amended from time to time in order to remain subservient to the Master Deed and Bylaws and to reflect changes within the community. These Rules and Regulations are enforceable according to the Westbrooke Bylaws Article VI, Section 12. Please review the following and direct any questions to the management company.

I. CO-OWNER RESPONSIBILITIES

Association Assessment Payments

Due Date and Late Charge:

The monthly assessment is due on the first (1st) of the month and is considered late if postmarked after the tenth (10th) of the month. A late charge of \$50.00 is assessed for any payment that is late.

Application of Payments:

All payments are first applied to fines, legal costs and fees, late charges and miscellaneous charges, and then to assessments. Therefore, any payment received that is not payment of all current charges, in full, will result in a balance due in assessments.

Collection Policy:

Association fees are due and payable to Westbrooke Condominium Association on the first (1st) of the month. Payments not received by the bank or management company by the tenth (10th) will be charged a \$50.00 late fee. Co-owners delinquent at the end of the month are subject to having a lien placed on their unit as security for collection of the association fee. The cost of this lien, all late charges and all other collection-associated legal costs are charged to the co-owner's account and become part of the total amount due before the lien will be discharged.

Co-owners who have had a lien filed against their unit are subject to the commencement of foreclosure proceedings. Like the lien procedure, all costs associated with the foreclosure process are charged to the co-owner's account. Foreclosure can result in the sale of the property to satisfy these charges.

Vehicles and Traffic Control

Vehicle Parking:

Vehicles that belong to co-owners and/or residents should be parked first in the garages and driveways associated with each unit. Each unit shall be limited to four vehicles owned by the members of the household, unless the co-owner's driveway can accommodate additional vehicles. Additional vehicles and vehicles belonging to guests can be parked in the visitor's parking spaces or on the street according to the posted signage and in accordance with parking practices considered legal on public streets. ***If co-owners are found to be over using the guest parking because they are using their garage for storage of items or vehicles (infrequently or never driven), a violation letter may be issued.*** No vehicles should be parked directly behind a driveway or directly across the street from another vehicle. Vehicles should not be parked on the grass. No vehicles shall be parked on the street overnight (2 am- 6 am) without obtaining the association's permission in advance. Following these rules will keep the streets accessible for emergency vehicles. Violators are subject to fines and towing at the owner's expense.

Commercial Vehicles:

Commercial vehicles, trailers of any kind, boats, camping vehicles, snow mobiles, recreational vehicles or vehicles other than automobiles and/or motorcycles are not allowed to be parked in the driveways, parking spaces, on the streets of the community or upon any other common or limited common element. Vehicles are considered commercial if they have markings or advertising that indicates their commercial nature. With proper advanced notice, the board may approve the temporary presence of recreational vehicles for a maximum of 24 hours. Violators are subject to fines and towing at the owner's expense.

Vehicle Storage:

No vehicles are allowed to be stored on the grounds at any time. Stored vehicles are identified as vehicles not moved for regular use at least once every 72 hours, vehicles with flat tires, vehicles that do not run, vehicles with expired license plates, and vehicles that have suffered extensive damages. Violators are subject to fines and towing at the owner's expense.

Motorcycles:

Motorcycles are permitted in the community, but the noise of the motorcycle engine should not be allowed to disrupt the residents. If a complaint is made in writing concerning the noise of a motorcycle, the owner will be asked to walk the motorcycle to the perimeter of the property before starting the engine and will be asked to turn off the engine when entering the community and walk the motorcycle to the unit.

Speed Limit:

The legal speed limit in all residential communities, public or private, is enforceable at 25 MPH. Due to the curvature and width of our streets, and since we do not have any sidewalks for pedestrian traffic, we ask that you reduce your speed to 15 MPH for the safety of pedestrians, especially children, who may be walking in the street.

Vehicle Repair:

Non-emergency maintenance or repair of motor vehicles shall not be permitted on the condominium premises, unless specifically approved by the board of directors.

Signs**General Sign Policies:**

Without board permission, no signs, notices, and advertisements shall be visible from the exterior of a unit. This includes signs placed on the common elements, not just displayed within a unit. This includes "For Sale" or "For Rent" signs on or within units.

Signs on the common elements are subject to removal and disposal without notice if the Board's permission has not been obtained.

Open House Sign Policy:

- Sellers and realtors can place an "Open House" sign on the lawn or driveway of the unit for sale and at the main entrance.
- The signs may only be displayed on Sunday from 12:00 pm to 5:00 pm and during other periods as approved, from time to time, by the Board of Directors.
- Signs must be removed by 5:00 pm or as soon as the open house is over.
- Any signs found on the property that do not comply with this policy will be removed immediately and disposed of at the co-owner's expense.

Note: If your condominium is sold, please remind your realtor and the title company that a copy of the unrecorded warranty deed must be sent to the management company immediately after the closing is completed. This document is needed to update records on who is responsible for future assessments.

Security System Sign Policy:

Security signs may not be staked outside or placed upon any other common area without board permission. One sticker may be placed in the lower corner of each window and one on the entrance door or storm door. The stickers are limited in size to not more than 5" x 7". Should the association need to paint the entrance door the co-owner will be responsible for removing and replacing the security sticker. If window maintenance removes or damages the window sticker(s), the co-owner is responsible for replacing the sticker as desired.

Pets**Number of Pets:**

There will only be one pet allowed per household, in accordance with our By-laws (i.e.: one cat or one dog), unless otherwise approved by the board of directors in advance. All pets must be registered with the association and must be licensed and permitted in accordance with the ordinances of West Bloomfield Township. Please review the By-laws Article VI, Section 5 for more information regarding pets.

Leashed & Chained:

All pets, ***including cats***, must be on a hand-held leash and under the control and supervision of an adult when outside the unit. Pets are not allowed to be chained to a unit, porch/patio, fence, tree or any other object in the community. If necessary, a pet may be restrained using a screw-in stake in the ground for no longer than 15 minutes and an adult must be present within 10 feet of the pet when restrained. The screw-in stake must be removed from the grass when not in use or it can remain screwed into the shrub bed next to the porch as long as the cable or chain does not obstruct the walkway or common elements, ***meaning that the cable or chain can be rolled up neatly and placed in the shrub bed adjacent to the porch. Pet chains cannot be draped, wrapped on, or rested upon the common elements: they can only be left outside if they are neatly stored right next to the porch in order to avoid hazards for pedestrians and workers.***

Clean Up:

It is the responsibility of each pet owner to immediately pick up any pet droppings. Failure to immediately clean up after a pet will result in a violation notice to be issued and the co-owner will be charged for the cost of the clean-up if the instructions in the violation letter are not followed. Pet droppings in bags or any other container left on the exterior of the building will also be considered a failure to properly pick up after the pet.

Noise:

Pet owners are responsible for the actions of their pets, including any noise created by the pet. Owners of noisy pets that continuously disturb other co-owners may be required to relocate the pet from the unit.

Damage:

Each pet owner is responsible for any damage done to association property by their pet. Damage includes, but is not limited to, “burning” or the killing of the grass or other plantings due to a pet’s urination.

Leasing Procedures

Leasing:

If a co-owner wishes to lease the condominium the lease term cannot be less than 30 days in length. An exact copy of the lease shall be provided to the association by submitting it to the management company at least 10 days prior to presenting it to the tenant for execution. Within the leasing terms or as an addendum, the lease must state that the tenant acknowledges that he/she has received a copy of the condominium governing documents, including these Rules and Regulations, and understands that all tenants and their guests must abide by the same. The co-owner is responsible for providing the association with an executed copy of the lease as well as all applicable contact information for the co-owner, tenants and privately hired management company. Leasing restrictions are subject to change if the Bylaws Article VI, Section 2 is amended.

II. ARCHITECTURAL CONTROL

Alterations and Modifications

No co-owner shall make alterations in exterior appearance or make interior structural modifications to their unit or make any changes to the common elements, limited or general, without the written approval of the Board of Directors. An Alteration/Modification Request Form must be submitted to the management company for a proposed alteration to be considered by the Board. Following an unapproved alteration, an incomplete or unacceptable alteration, any cost to the association to restore the altered area(s) to the original or acceptable condition will be assessed to the co-owner who made the alteration(s).

Landscaping

Annual Flowers/Plantings:

Some units still have the original shrubs in the shrub beds leading up to and alongside the porches. Whereas, all original shrubs and most shrubs planted by co-owners over the years are pruned by the association on a regular basis, the association does not replace shrubs when they die or become unsightly. The association will remove dead or unsightly shrubs for the sake of aesthetics. Planted ground cover that was planted by a previous owner will not be removed at the association's expense. ***If a co-owner wants an area that is covered by vines, ground cover, rocks, etc. cleaned up or removed, the co-owner will need to take that responsibility on. Any planting changes other than approved mulch, perennials or annuals being planted, should not be done until an Alteration form is approved by the board.***

Flowers or plants may be displayed in pots on the co-owner's porch and deck(s), in pots or planted in the ground within the co-owner's shrub/planting bed along the walk way and near the front porch, and within any other defined and contained planting bed approved by the board of directors. All flower pots must be kept in good condition if displayed outside, and removed from the porch and front beds and stored in the garage over the winter or when not in use for living plants. ***Flower pots and planters that are able to be seen from the street (including front and side beds) must be earth-tone colors. No pots, planter stands, decorations, etc. should be displayed on the cement walk way so that emergency workers and contracted work is not impeded. Planters/pots with live plants and flowers can be displayed on the asphalt driveways where there are two driveways touching each other.***

Should additional planting areas surrounding the unit be desired, the co-owner must gain approval from the board in advance by submitting an alteration form with detailed plans of the size, location and contents of the area. The use of mulch in the planting beds is encouraged and all typical mulch colors are approved. Stone ground cover may also be used in these planting beds, but the specific type of stone must be approved by the board in advance of laying it. Stone is not approved for beds that do not have a solid border to keep the stone from getting into the grass. Solid borders of planting beds must be maintained in an aesthetically pleasing condition by the co-owner at all times.

Plants/flowers must be kept in good health and removed when they die or are no longer in season. Perennials that require regular pruning or pruning at the end of their growing season must be kept in an aesthetically pleasing condition by the co-owner. Perennials that outgrow the space that they were planted should be removed or regularly pruned by the co-owner so as to not interfere with the limited or general common elements. Shepherd's hooks may be used to display plants in season as long as they are kept upright and in good condition, and stored in the garage for the winter. Plant hangers should not be installed into the wood or brick of the building.

Outdoor Decorations, Birdbaths & Birdfeeders:

Statues and other outdoor decorations may only be displayed on the co-owner's deck(s), within the shrub/flower bed(s), and on the front porch. ***Each unit can have up to SIX decorations (not including flower pots and landscape lighting) outside as seen from the front and side of the unit (six total). The maximum height and width can be 12" wide x 18" high per decoration. Decorations that can be seen from the street in the front and side beds must be earth tone in color.***

A maximum of 6 decorations can be displayed in the back of units but must be contained within a landscape bed with a clearly defined border. There is no color or size restrictions on decorations placed in rear beds, but if the decoration is a nuisance (reported in writing to the board as to why it is a nuisance) to another co-owner who can see it from his/her unit, the board will have to take the complaint under advisement and make a decision after a meeting with said co-owners.

Co-owners should remove any decorations and flower pots that have fallen into disrepair. ***Co-owners are responsible for maintaining a clearly defined border on their flower/shrub beds.*** Nothing should be displayed on the porch during the winter months as to allow for thorough removal of snow and ice. No birdbaths are permitted. Birdfeeders are not allowed on the common elements, but one birdfeeder per unit is allowed on a deck and it is the co-owner's responsibility to clean up any messes resulting from having the feeder.

All lighting that is staked into the ground, such as solar lights, must be contained within the bed without it being in, or falling onto, the lawn during the routine landscape operations. All staked-in items (lights, short border fencing, etc.) must be kept in working condition, aesthetically pleasing without excessive damage, and kept properly staked into the ground.

Nothing should ever be hung from the gutters or light fixtures. Nothing should be hung from any of the trees, unless the tree is an ornamental tree within a co-owner's personal flower bed area.

Weeds:

Co-owners are responsible for removing weeds from all side and rear planting beds, under and around their deck(s), and from any ground cover perennial plants regardless of where the ground cover is growing. Weeds growing in other areas are the responsibility of the association to remove or manage unless agreed upon with the co-owner/resident.

Building

Doormats:

Doormats on the porch are permitted as long as they are specifically designed as a doormat for outdoor use and do not overhang the porch in any way. Doormats should not be a hazard to those walking on the porch.

House Numbers:

Additional house numbers are not permitted unless the board of directors approves them in advance. The style and location of additional house numbers will be chosen by the board.

Flags and Wind Chimes:

With prior permission from the board, only one American flag may be displayed per unit with appropriate flag etiquette. Hangers can be installed in the wood trim only. Any hole made in the wood must be properly filled by the co-owner when the hanger is removed. Metal hangers must be removed or replaced when they become rusty. Any stain or damage to the wood will be repaired and billed to the co-owner's account. Seasonal flags not more than 12"x18" may be staked in a shrub bed. Seasonal flags are limited to two flags per unit and should be stored in winter. No windsocks or wind chimes are permitted.

Holiday Decorations:

Holiday decorations may be displayed on the exterior of the units from 30 days before to 30 days after the holiday. Decorations may not be hung by placing nails or hooks in the wood or any other part of the building. ***Completely removable hooks are permitted for hanging holiday lights as long as nothing damages the building and the decorations and hooks are remove within the 30 days allotted.***

Religious Decorations:

Other than during the holiday season for the respective holiday, religious decorations cannot be displayed all year. See above for details on holiday decorations and the timeframe for displaying decorations.

Storm Doors:

Storm doors are permitted on the front doors with advanced permission from the board. Style must be full view (with or without a retractable screen). No decorative trim or window panels are allowed. The storm door shall be dark brown. Co-owners who install the incorrect storm door will be asked to remove and/or replace it with the correct style. The storm doors that are not in compliance with this rule prior to June 10, 2019, will be grandfathered until the door is replaced, at such time it should be brought into compliance with this rule.

Maintenance, repair and replacement of the storm door are the co-owner's responsibility. Doors that become unsightly may be removed and disposed of at the co-owner's expense, upon a ten-day written notice of the violation. The cost of repairing any damage to the frame or entry door due to the storm door installation will be the co-owner's responsibility.

Garage Doors:

In the event of damage to the garage door, regardless of cause, maintenance, repair and replacement of the garage door is the co-owner's responsibility. Doors must be repaired or replaced when damaged or fall into disrepair. All garage doors shall be maintained in working order and kept closed when not in use for entering or exiting. The cost to paint a new garage door shall be borne by the association to ensure color and quality consistency, except in cases of co-owner damage or neglect; in such case the association will paint the garage door and pass the cost on to the co-owner.

The original garage doors were wood or wood composite; replacement panels are no longer available. Therefore, replacement doors will be aluminum or steel with the choice of insulated or not insulated. You can choose any door as long as the panels, as viewed from the outside, are considered "flush" (and do not have any raised panels or decorations). The finish on the door should be a faux wood grain or smooth, faux wood grain is preferred. You must submit an alteration/modification request form and gain approval before installing a new garage door.

Front Doors:

Repair and replacement of the front door is a co-owner responsibility and approval must be gained prior to replacing the door. The replacement door should be a six-panel door and should match the look of the original doors. The association paints the front doors every six years when the buildings are painted. If the door needs to be painted in between the six-year paint cycle, the co-owner is responsible for the work and the cost. The paint that should be used is Sherwin Williams Duration in satin finish, the color is called "Forest Green." ***Any flat panel doors prior to July 2019 are grandfathered in until it is time for the co-owner to replace the door. The replacement must match the six-paneled doors.***

Windows and Window Dressings:

Co-owners are responsible for maintaining how their windows appear from the exterior of the unit. The following rules must be adhered to concerning windows:

1. All windows*, including garage windows, must have a proper window dressing (curtains, shades, sheers, drapes, blinds, shutters) that is a shade of white, off-white, or light beige in color as seen from outside. If you are unsure of the color you have selected for your window treatments, contact management for clarification. Materials that are not intended to be used as window treatments such as paper, newspaper, bed sheets, Styrofoam, towels, blankets, etc. are not allowed if they can be seen and identified as such from the exterior of the unit.

*With the exception of fixed garage windows, fixed windows (those that do not open) do not have to have a window dressing. The transom and sidelight windows near some front doors, upper unit fixed transom windows, trapezoid-shaped windows near the fireplace, and skylights are examples of fixed windows that do not have to have a window treatment. Co-owners *may elect* to place a window film onto the glass instead. The window film must be white, off-white, or beige as seen from the exterior and may or may not have a pattern. Stained glass and similar types of window decorations may be allowed but only with board approval.

Window treatments that are not in compliance with these rules will not be grandfathered and must be brought into compliance by July 10, 2019.

2. All window dressings and privacy film must be in good condition with no holes, tears, excessive staining, or damage from being bent. Bent blinds must be repaired or replaced. If a privacy film is placed on a window, it should cover the entire window unless approved differently by the board of directors.

3. Screens must be properly placed in the window opening, must be in good condition with no holes or tears, and must be black, grey or brown.

Repairs to the windows depend on the Master Deed guidelines. Please contact the association for repairs to the windows to determine where the responsibility lies. Screens and window hardware, such as locks and cranks, are always a co-owner responsibility.

Decks:

Co-owners are responsible to clean, seal and waterproof their decks on a regular basis, as needed, to remain in an aesthetically pleasing condition. Decks should only be stained using a transparent or semi-transparent cedar or light brown color. Decks should not be painted. Co-owners who clean and stain their deck(s) should take the proper measures to both inform the neighbor whose deck may be below or attached to the deck to be stained, as well as take precaution to avoid damage to the adjacent deck, building, grounds, plants or objects nearby. If damages do occur, the co-owner at fault must restore the damaged items to their original condition within seven (7) days.

Storage of items on the deck shall be limited to items that are typical for use on an outdoor deck, such as deck furniture and outdoor decorations. Children's toys intended for outdoor use will be permitted to be stored on the deck while they are not in use on the common areas but co-owners are encouraged to use the garage for storage when possible.

Deck/Patio Outdoor Furniture:

Patio and deck furniture should be dark green (similar to the color of the front doors), earth tone, black or white. Co-owners may use only earth tone or black fitted furniture covers when storing furniture on their decks for the winter months. Tarps are not permitted to be used as a furniture or air conditioning compressor covering.

Solar Shades for Decks/Patios:

Solar shades that roll up are allowed only by written approval from the Board after an Alteration/Modification Request Form is submitted to the management company. In general, solar shades that can be secured in the rolled-up position may be allowed for shade on the patios and decks. When the patio or deck is not in use by a person, the shade(s) should be secured in the rolled-up position.

Buildings Lights/Security/Motion Lights:

The association is responsible for the garage light(s) on each unit: ***if a garage light is out, please call management to have it replaced.*** The association has installed an LED bulb in each of these fixtures for the purpose of saving money on the electrical bill. If a co-owner changes the lightbulbs near the garage to a non-LED bulb, a new LED will be installed at the co-owner's cost. Any burned out bulb in the association's fixtures will be replaced by the association. Co-owners are responsible for any deck light that may exist. Security and motion detector lights are not permitted to be installed unless

approved by the association. ***Co-owners are not permitted to replace the light fixtures unless it is the exact same light fixture.***

Dumpsters:

Temporary dumpsters are allowed with association permission in advance as long as the following rules are adhered to:

- 1. The dumpster fits completely in the driveway.***
- 2. The dumpster has pneumatic rubber wheels or if the wheels are metal, plywood must be placed on the driveway directly under the wheels to avoid damaging the asphalt.***
- 3. The dumpster must be removed after one week.***
- 4. If the dumpster contains something that smells bad enough to be noticed when standing outside of it, the dumpster must be taken away immediately.***

Satellite Dish Policy

Installation and Removal:

Co-owners requesting to install a satellite dish must contact the management company and obtain a copy of the Board resolution regarding satellite dishes in addition to submitting an Alteration/Modification Request Form. In general, a satellite dish must conform to the following standards:

- No dish is allowed which is larger than one meter or 39 inches in diameter.
- Co-owner must submit an Alteration/Modification Request Form to the management company and may be required to meet with the property manager to confirm placement of the satellite dish before approval is given. In general, the dish shall not be attached to the building.
- Co-owner must request approval from the Board of Directors in writing and must wait until written permission is obtained before scheduling the installation.
- A satellite dish must be installed by a licensed and bonded installer.
- If any damage should occur as a result of the installation of a satellite dish, it should be repaired at the co-owner's expense within seven (7) days. If after seven days the repairs are not made, the association reserves the right to make the repairs and charge the co-owner the exact cost of those repairs.
- If a dish is no longer in use, the co-owner of record when it is discovered that it is no longer in use shall be required to remove the dish, all wiring, and any equipment associated with that dish. If for any reason the dish is removed, all exterior surfaces shall be restored to their original condition within seven (7) days at the co-owner's expense.
- ***The cables from the dish MUST enter directly into the unit. Cables cannot be run more than 6 feet from the dish itself, unless the cable can be buried and then go into the unit's wall. Cables cannot be run up the sides without board permission as part of the request process. Cables cannot be run over the roof under any circumstances.***

III. COMMON ELEMENT USE

Picnics/Gatherings:

Co-owners wishing to have a picnic, outdoor party or gathering on the common elements must submit their request to do so in writing no less than 15 days prior to the event. No tents, inflatable toys or any items that would require stakes to be driven into the ground will be permitted. Any damages to the common and limited common elements that result from the event must be repaired within seven (7) days or the association will make the repairs and charge the co-owner.

Grills:

Grills and any open flame cooking device are to be used in accordance with the West Bloomfield Code ordinance. Ordinance No. C-372, § 1, 10-19-92 states:

Sec. 11-80. - Outdoor cooking devices on attached residential premises.

For reasons of proximity and the potential for fire extension from one residential unit to another, the use of cooking devices exempted from the definition of "open burning" in subsection [11-77\(a\)](#) on the premises of a residence physically attached to one (1) or more other residences creates a relatively higher risk of fire damage or injury to property and persons in adjoining residential units than where such devices are used on the premises of a detached residence. Accordingly, where a cooking device is used outdoors on the premises of a residential unit which is physically attached to one (1) or more other residential units, such device shall not be exempt from the definition of open burning and shall be included within the open burning prohibition contained in [section 11-78](#) above, unless all of the following conditions are met:

- (1) A functioning fire extinguisher shall be readily accessible during all times the heat source of the cooking device remains in a heated condition.
- (2) When the heat sources of the cooking device is in a heated condition, the cooking device shall be located a horizontal distance of at least eight (8) feet from all structures constituting a part of a building; provided, if there is a limitation based upon available space which would render it unfeasible or dangerous to establish such eight-foot clearance, the cooking device shall be located as far from building structures as safety and feasibility permit.
- (3) The user of the cooking device shall take steps necessary to extinguish the heat source immediately following use, e.g., discontinue gas transmission to the device, restrict oxygen source and the like.

If a grill is being stored outside, it must be kept on the deck. Grilling should not take place on any of the common or limited common elements except for upon the deck. If your deck is not 8 foot deep or more and grilling cannot take place on said deck to be in compliance with the fire code above, then the co-owner should contact the board to discuss safe grilling options. Propane grills are permitted. Charcoal grills are no longer allowed.

Damages to Common Elements:

In general, any damages to the common elements or limited common elements will be the responsibility of the co-owner to repair or replace within seven (7) days of the damages. In the event that emergency maintenance is necessary as a result of a co-owner's negligence, the association will assume the responsibility of making the repair and will charge the co-owner the costs incurred. Common damages include, but are not limited to, sprinkler repairs, oil stains on cement/asphalt, and damages to grass and shrubbery.

Maintenance Requests Procedure:

All maintenance requests that are under the association's responsibility should be directed to the management company by phone or email. Please make your maintenance request phone calls during normal business hours, 9:00 am to 5:00 pm, Monday through Friday to the management company. Emergency service requests, such as roof leaks, interior wall plumbing and electrical problems, fires and floods can be called in during and after normal business hours. If you call in a non-emergency work order after normal business hours, your service request will be addressed on the next business day.

Trash & Recycling Pickup:

No trash or recycling receptacles shall be set out prior to 6:00 pm on the evening before the day of pickup in accordance with the West Bloomfield Township ordinance, however, under special circumstances the board may allow residents to place trash out as early as 3:00 pm the day before pickup as long as all specifications below are met. Receptacles must be removed prior to 6:00 am on the morning after the day of pickup.

Place all loose trash in a garbage bag and place the bag into a trash receptacle. This will prevent it from spreading by wind or animals. The trash receptacles and recycling bins should be placed on the driveway apron, not on the grass in order to avoid damage to the irrigation heads, and not in/on the street. Holidays that can delay trash pick up by one day include New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. If the holiday falls on the day of, or a day prior to the holiday, trash pick up will be delayed by one day.

The trash/recycling company has a special program for those that cannot bring their trash/recycling to the curb. Contact management for additional details.

Swimming Pool Rules:

1. The swimming pool is for the exclusive use of association members and their guests. If you are not sure of the person(s) using these facilities please ask for proof of residency.
2. Persons using the pool do so at their own risk. The association and its agents are not responsible for the health and safety of persons using the facilities, nor are they responsible for providing a lifeguard.
3. The host member is responsible for ensuring that his/her guests comply with all the rules and regulations of the community. Guests should not be at the pool without the co-owner host/resident.
4. ***Children under the age of 18 are not permitted in the pool area unless accompanied by a parent or under adult supervision. Any person that is 1) unable to swim unassisted by a flotation device, AND 2) not tall enough to stand in the pool and have his/her face fully out of the water must have an adult, one that is capable of swimming, within arm's reach of that person.***

This will help ensure that the adult responsible for the safety of the child in the pool is close enough to save the child's life in the event of an emergency.

5. A maximum of four people per unit are permitted in the pool area at one time, including the host member, unless permission from the association has been granted in advance.
6. Pool hours are daily from dawn to dusk. The pool will be open from Memorial Day to Labor Day. The pool may be closed without notice as needed.
7. State law requires a cleansing shower prior to entering the pool. Other than sunscreen application, a cleansing shower must also be taken before re-entering the pool after the application of any types of lotions.
8. Conventional swimming attire is required for swimming in the pool. Jean cut-offs are unacceptable swimming attire.
9. You are not permitted to swim in the pool if you are infected with a contagious disease or illness, have cuts or any type of open wound, or if you are ill in any way that could be a contagion to others using the pool.
10. No pets are allowed in the pool area enclosure.
11. ***No person that wears diapers is allowed in the pool unless wearing diapers specifically made for swimming AND water tight pants/shorts overtop of the diapers. If a violation of this rule is observed, the association reserves the right to have the pool chemically treated and the costs associated with the treatment will be billed to the respective co-owner who/whose guest violated the rule. This is supported by the Bylaws Article VI, Section 15.***
12. No diving or jumping into the pool is permitted. No boisterous conduct, foul language, horseplay, running, wrestling or dunking is allowed within the pool enclosure.
13. Any foreign objects, air mattresses (floaties) or retrievable objects brought into the pool and area are permitted as long as they do not cause a nuisance to other swimmers. Swim aids, fins and goggles are permitted.
14. Radios may only be operated with headphones to avoid disturbing other pool users and residents.
15. No glass objects are permitted in the pool area. Plastic water bottles are allowed. Food and drinks can be consumed at a table only, and must be cleaned up immediately and completely. Food should be limited to snacks; full meals are not allowed. Noncompliance with this rule will result in the individual co-owner(s) having the privilege revoked.
16. Put umbrellas into the closed position when you are done using them.
17. Please restrict your swim time to one hour if people are waiting to use the pool.
18. Smoking and use of vape pens, of any type, is not allowed within the pool enclosure. Should smoking take place, it should be done from the parking lot so it does not disturb other pool users.
19. The tennis court is currently closed to all residents and guests.
20. ***The pool gate is self-closing and self-latching, but can malfunction or not be provided the proper momentum for it to self-close and self-latch. When entering and exiting the gate, all pool users have the responsibility to ensure that the gate shuts and latches. Propping the gate open or leaving it ajar is prohibited at all times.***

IV. ENFORCEMENT OF RULES AND OTHER ADMINISTRATION

Complaint Procedure and Violation Enforcement Steps:

- All complaints must be reported to the community manager, not the Board members, before complaints will be investigated. Those who report the complaint will not be identified to the co-owner that is violating the Master Deed, By-laws or most recent version of the Rules and Regulations.
- Upon receipt of a written complaint, the Board of Directors will review the alleged violation: if deemed a valid violation, a letter will be issued to the violating co-owner indicating the nature of the violation (date, time and place of violation where applicable) and advising of the violator's right to a hearing.
- If the violator agrees and corrects the violation, the case is closed. If, however, the co-owner continues in violation, the association will assess a monetary penalty for the violation on a periodic basis determined by the board until the violation is corrected. The violating co-owner can accept the fine (due with the next monthly assessment fee) or request a hearing before the Board.
- The Board's decision, when rendered, is final. If decided against the co-owner, the penalty will be due with the next regular monthly assessment fee following the Board's decision.
- Failure to pay assessed fines when due will result in a lien being filed against the violator's unit. All costs incurred in collecting a delinquent account, including the cost of filing and discharging a lien, together with legal fees, shall be charged to the violating co-owner's account. Refusal to satisfy the lien shall result in foreclosure of the lien.

Fines & Penalties

- | | |
|--------------------------------------|--------------------------------|
| 1. First Violation: | Warning with no fine levied |
| 2. Second Violation: | Twenty Five Dollars (\$25.00) |
| 3. Third Violation: | Fifty Dollars (\$50.00) |
| 4. Fourth and Subsequent Violations: | One Hundred Dollars (\$100.00) |

Fines will be levied according to the Complaint Procedure/Violation Enforcement steps.

Records Inspection Procedure:

Co-owners may submit a request to the association to inspect the records in accordance with the following Resolution regarding the Rules Regarding Access to Books and Records:

WESTBROOKE CONDOMINIUM RULES REGARDING ACCESS TO BOOKS AND RECORDS

The Board of Directors of Westbrooke Condominium Association (the "Association") adopted these rules on July 26, 2018, effective August 26, 2018.

BACKGROUND

A. The Association is responsible for governance, maintenance and administration of Westbrooke Condominium (the "Condominium").

B. The Association exists pursuant to the Michigan Condominium Act and the Michigan Nonprofit Corporation Act, as well as the Articles of Incorporation for the Association, the Amended and Restated Master Deed and the Condominium Bylaws (collectively, the "Condominium Documents").

C. The Michigan Condominium Act and Article VI, Section 12 of the Condominium Bylaws authorize the Association's Board of Directors to adopt and enforce reasonable rules and regulations in the interest of the Condominium.

D. The Association's Board of Directors desires to adopt rules with respect to the rights to inspection of books and records of the Condominium, and the procedure for requesting access to such records.

The Association's Board of Directors adopts the following rules and regulations for the Condominium (the "Rules"), which are binding upon all Co-owners and their tenants, occupants, successors and assigns, and which supersede any previously adopted rules on the same subject matter:

1. Subject to the provisions of this Rule, Co-owners and their mortgagees are allowed access to the books, records, contracts, and financial statements concerning the administration and operation of the Condominium (collectively, the "Books and Records").

2. If requested in writing by a Co-owner or their mortgagee, the Association will mail to the Co-owner or their mortgagee the Association's income/expenses statement and balance sheet as of the end of the preceding fiscal year.

3. Any Co-owner or mortgagee that wants access to inspect the Books and Records is required to put their request in writing using the Records Inspection Request Form provided by the Association, a copy of which is attached to these Rules. The request must:

a. Be directed to the Board of Directors' attention and delivered to the Association at its registered address or at the address of the Association's management company.

b. Indicate with reasonable particularity the purpose of the inspection and the Books and Records the Co-owner or mortgagee desires to inspect.

c. Demonstrate that the Books and Records sought are directly connected with the purpose.

4. Requests that are deemed to demonstrate a proper purpose and are not otherwise limited by this Rule will be approved. "Proper purpose" means a purpose that is reasonably related to a person's interest as a member of the Condominium. Any request that is contrary to the best interests of the Association, or fails to demonstrate a proper purpose or fails to identify with reasonable particularity the Books and Records to be inspected, will be denied.

5. The Association or its managing agent shall notify the Co-owner or mortgagee as to whether the request to inspect has been granted within five (5) business

days of receipt of a properly delivered written request. The requesting Co-owner or mortgagee and the Association's managing agent shall then coordinate an inspection of the records during regular office hours at a mutually agreed time at the office of the Association's management company or other suitable location. A Co-owner's attorney or other agent who wishes to inspect the Books and Records must follow the procedure set forth in this Rule, and must also provide the Association's management company a power of attorney or other writing authorizing the attorney or agent to act on behalf of the Co-owner to the extent the attorney or agent is seeking to inspect the records without the Co-owner present.

6. The requestor shall not disrupt the normal office activities during the inspection. The Association and its management company may also impose reasonable time limits on the inspection of any Books and Records.

7. No Books and Records shall be removed from the management company's office. The Association, through its management company or otherwise, may require that the inspection of the Books and Records be monitored. Any monitor provided by the Association or its management company is under no obligation to respond to questions or other inquiries made by the requestor. If the requestor desires any photocopies of the Books and Records, the copies will be made by the management company at a reasonable rate per copy, as determined by the Board of Directors or management company. By way of example and not limitation, \$1.00/page is a reasonable charge to cover the costs of labor and material.

8. The ability to inspect the following Books and Records would impair the rights of privacy and free association of the Association members, or would otherwise impair the lawful purposes of the Association. Accordingly, Co-owners and mortgagees, and the attorneys or agents for the Co-owners and mortgagees, are prohibited from inspecting the following:

- a. Any privileged or confidential documents, records, communications or attorney work product.
- b. Any and all documents, books, or records specific to an individual Co-owner or Unit, including but not limited to violation notices, delinquencies, leases, payment histories, disability-related information, copies of payments, or applications and related documents submitted in connection with any modification or alteration to a Unit.
- c. Any records for which the disclosure would violate a law or impair the rights of another.
- d. Any records that have not yet been reviewed by the Board or are preliminary.
- e. The above-referenced documents are not intended to constitute an exhaustive list of all Books and Records that may be excluded from the scope of a Co-owner's or mortgagee's record inspection request, and the Board of Directors reserves the right to deem the disclosure of additional Books and Records as impairing the rights of privacy of the Association members, or the Association's lawful purposes.

9. This Rule shall be construed in conjunction with, and not in contravention of, the various provisions of the Condominium Documents.

Respectfully Submitted, Board of Directors, Westbrooke Condominium Association

WESTBROOKE MAINTENANCE MATRIX			
ITEM	ASSOCIATION	CO-OWNER	COMMENTS
Air Conditioner			
coil		X	
compressor		X	
fan		X	
Alarm Systems		X	
Animal Removal from Unit	X		
Appliances		X	
Balconies		X	
Basements			
floor cracks	X		Repairs made to leaking cracks
drainage	X		
drywall	X	X	Depends on location of drywall
leaks	X		
rod holes	X		
wall crack	X		Repairs made to leaking cracks
window		X	
Cable TV		X	
Cabinets & Shelves		X	
Chimney			
birds	X		
cap cracks	X		
fireplace		X	
flue	X		
flue cracks	X		
leaks	X		
Clubhouse (Cabana)	X		
Deck		X	
light		X	
maintenance		X	
snow removal		X	
structure		X	
Doors (Exterior)			
caulking	X		
frame	X		
inside surface		X	
knobs/lock mechanism		X	
lockouts		X	
outside surface	X	X	Depends on situation
replacement		X	
storm door		X	
threshold	X	X	Depends on the cause of damage
weatherstrip	X	X	Depends on the cause of damage
Doors (Interior)		X	

frame		X	
knobs/lock mechanism		X	
surface		X	
threshold		X	
Driveways - Asphalt			
repairs	X		
snow removal	X		
Electrical	Garage bulbs and light fixtures are association responsibility		
bulbs-inside		X	
circuit breakers/service panel		X	
doorbells		X	
exterior outlets	X		
fixtures (interior)		X	
fixtures (exterior) replacement	Garage	Porch/Deck	
outlets & switches, interior		X	
receptacles/switches		X	
security lights		X	
Fences (pool)	X		
Floors			
coverings		X	
ceramic		X	
vinyl		X	
wood		X	
subfloor	X	X	Depends on the cause of damage
Furnace		X	
Garages			
door		X	
door opener		X	
floor	X	X	Depends on the cause of damage
lock		X	
surface (interior)		X	
walls interior	X	X	Depends on the cause of damage
Gas Lines	X	X	Depends on the location
Insect Infestation	X		
Insulation (Attic)		X	
Intercom System		X	
Lawn & Grounds			
common areas	X		
tree & shrub replacement	X	X	Depends on the location
tree & shrub trimming	X		
Mailboxes - Cluster boxes	X		
key		X	Must contact post office
repair	X		Depends on the cause of damage
Plumbing			
disposal		X	

drain clogging		X	
at trap		X	
connection		X	
leaks	X	X	Depends on the cause of damage
faucet		X	
fixture		X	
leaks-inside walls	X		
malfunction-fixture		X	
malfunction-pipe	X		
outside faucet	X		One per building
sewer backup	X	X	Depends on the cause of damage
sewer backup damage	X	X	Depends on the cause of damage
sump pumps	X		
toilet		X	
underground pipes	X		
water extraction (sewer)	X	X	Depends on the cause of damage
water extraction (sump pump)	X		
water heater		X	
water meter/bills	X		
Pool	X		
Porch and Porch Cap			
maintenance	X	X	Depends on the cause of damage
railing		X	
repairs-porch cap	X	X	Depends on the cause of damage
snow removal	X		
steps	X		
Roads - Asphalt	X		
Roof & Gutters	X		
roof	X		
downspouts and gutters	X		
leaks	X		
siding	X		
Sidewalks	X		
repairs	X		
snow removal	X		
Smoke Detectors		X	
Sprinkler System	X		
Stairways		X	
Television Cable		X	
Telephone		X	
Vents			
bathroom vents	X exterior part only	X	
dryer vent	X exterior part only	X	
kitchen vent		X	

roof vents	X		
vent covers	X exterior part only	X	
Walls			
exterior	X		
caulking	X		
drywall cracks	X	X	Depends on the cause of damage
exterior painting	X		
interior painting		X	
structural cracks	X		
damage	X	X	Depends on the cause of damage
leaks	X		
nailpops		X	
paint/wallpaper		X	
surface		X	
seam breaks		X	
structural failure	X		
Windows, Doorwalls, Skylights, Storm Door			
broken glass		X	
caulking interior		X	
caulking-exterior	X	X	Usually checked every 6 years
handles & locks		X	
frame		X	
frame (Doorwall)		X	
screens		X	
seal failure		X	
sills		X	
exterior		X	
interior		X	
weatherstripping		X	
Water Heaters		X	