

Brookside of Livonia

A Condominium Community

RULES AND REGULATIONS

(Origin or revision of the rule or regulation in parenthesis)

Condominium living is like a marriage . . . for better or worse, we are connected with other Co-owners. That means that life in a condominium community comes with some necessary constraints on behavior and individuality. That's something we all understood and agreed to when we purchased at Brookside of Livonia. All condominium communities have rules and regulations – some of which may seem restrictive to those who have moved from private homes. But the rules are intended to protect our legal rights as Co-owners . . . to maintain harmony among neighbors . . . and most importantly, to protect our investment.

The items below are not intended to be a complete list of all the rules and regulations included in the Master Deed and Bylaws of the Association, but rather a summary of the most commonly overlooked rules and violated practices as well as additional Rules and Regulations that were added over the years by the Brookside Board of Directors not originally in the Master Deed and Bylaws. (Bylaws Article VI, Restrictions 10). These rules and regulations may be amended from time-to-time to reflect changes within the community. Please review this document, and direct any questions to the Association's property manager (see contact info on Page 8).

I. ARCHITECTURAL

Alterations and Modifications

(Bylaws Article VI, Restrictions 2)

No Co-owner shall make any alteration in exterior appearance of a building, or make any changes to the common elements, without the expressed **written** approval of the Association. An **“ALTERATION / MODIFICATION REQUEST FORM”** must be submitted for all proposed alterations. *If you're not sure if a change or modification requires Association approval, contact the Association's property manager before proceeding with the work.*

Landscaping

Annual Flowers/Plantings:

No Co-owner shall perform any landscaping or plant any trees, shrubs, flowers, etc. in the common elements – including the landscaped area immediately in front of each unit. The following items (with size and number restrictions) are permitted for displaying seasonal flowers:

- One (1) pot or planter (no more than three (3) feet tall) may be placed on a Co-owner's front porch.
- One (1) pot or planter may be placed immediately under the unit address, next to the garage door. Planters can be no more than three (3) feet tall, and can be displayed from May 1 to November 1.
- Each unit may place one “Shepherd's Hook” (for hanging flower baskets) in the mulched area in front of the unit.

Statues & Decorative Items:

No statues, birdbaths, bird feeders, or other decorative items are permitted on the sidewalk, driveway, mulch or other areas of the common elements – including the landscaped area immediately in front of each unit. Co-owners may display one (1) statue or decorative item on their own front porch. Statues and decorative items are limited to no more than three (3) feet tall. The Association is not responsible for damage to any planters, statues or other decorative items.

Building

Attachments to buildings:

No items are permitted to be attached at any buildings, including additional house numbers, name plates, decorative items, trellis, awnings, satellite dishes, etc.

Holiday Decorations:

Holiday decorations may be displayed beginning November 15, and should be removed as soon as possible after January 1. Decorations not removed within a reasonable time frame after the holiday will be subject to removal and disposal, without notice and at the Co-owner's expense.

Holiday decorations may not be placed on the roofs of buildings, hung on gutters or attached to the exterior of any building using nails, staples, tacks, etc. Any Co-owner who displays holiday decorations is responsible for any damage caused to the common elements.

Storm / Screen Doors: (Revised - Board April 2012)

Storm / screen doors are permitted on the front doors. Only the approved, Trapp full view Model 108 storm / screen door, herringbone in color with a brass trigger handle or Fox Weldoor full view Model 108 ivory in color with brass trigger handle is allowed. Co-owners who install the incorrect storm door will be asked to remove and/or replace it with the correct style.

Maintenance, repair and replacement of the storm door is each Co-owner's responsibility. The cost of repairing any damage to the door frame or entry door due to the storm door will be the Co-owner's responsibility.

Garage Doors:

All garage doors shall be maintained in working order. For aesthetic and security purposes, garage doors should be kept closed when not in use for entering or exiting. Doors must be repaired or replaced when damaged. In the event of damage, repair, maintenance and replacement of the garage door is each Co-owner's responsibility.

Security/Motion Light:

None are permitted.

Window Treatment Aesthetics: (Bylaws Article VI, Restrictions 5)

All interior window treatments within any Unit shall be off-white color (when viewed from the exterior of the unit)-and shall be approved by the Association prior to installation so that all such window treatments shall effect a uniform look throughout the condominium complex.

Satellite Dish Policy

(Revised - Board April 2012)

The Brookside of Livonia Satellite Dish Policy is consistent with Federal Communications Commission guidelines for the placement of satellite dishes in community associations. The goal of this policy is to accommodate, where possible, satellite dish installations, while at the same time protecting the overall appearance and common elements of the Association.

Brookside of Livonia Villa Co-owners are encouraged to notify the Association in writing before installing a satellite dish. This will help ensure that a dish is installed properly and in an approved location. Dishes or antennas installed in violation of this policy will be required to be removed or made compliant at the Co-owner's cost. Advance notification of the Association will minimize this possibility.

A satellite dish may be installed only in a Co-owner's unit or on exclusive-use areas (called limited common elements) as designated in the master deed for Brookside of Livonia. Placement of a satellite dish should be as inconspicuous as possible from the front of the unit. A satellite dish should be installed in the rear of the unit (first preference) or the side of the unit (second preference).

A satellite dish may not be installed in the common elements of the Association, unless specifically approved by the Board of Directors. Common elements (which are designated in the master deed for Brookside of Livonia) include the lawn or landscaped areas in the front, side or rear of any building, and the exterior surface of any building. A satellite dish may not be mounted to the outside walls, brick or facing of any building or on the roof of a building.

A dish may not exceed one (1) meter (approximately 39 inches in diameter) in accordance with FCC guidelines.

Dish installation should be as neat and professional looking as possible, and the placement of wires should not create a safety hazard. To avoid creating a trip hazard or other safety concern, wires should be tucked in or buried wherever possible, never hang loosely or at odd angles, and should not cross sidewalks, steps, driveways or other areas of the common elements.

Wires or cables that penetrate the general common element building exterior shall be at the existing site previously approved for placement of telecommunications or cable wires. Any Co-owner desiring to penetrate the foundation walls at a different location must contact the Association for approval. Co-owners must ensure that the penetration remains waterproof at all times.

Requests for placement of a satellite dish in any area of the common elements must be submitted to the Board of Directors for approval. Requests will be reviewed and decided on a case-by-case basis.

The Board of Directors may remove any satellite dish and make any necessary repairs to units where installation is in violation of this policy. Removal and repair will be at the Co-owner's expense. The Association shall not be liable for any damage caused by such removal.

II. COMMON ELEMENT USE

Damages to Common Elements: (Bylaws Article VI, Restrictions 12)

In general, any damages to the common elements caused by the Co-owner 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. Examples of damage covered under this provision include (but are not limited to) sprinkler heads and lines, oil stains on cement and asphalt, damage to decks, porches and other areas of building exteriors, damage to grass, trees, shrubs, etc.

Maintenance Requests Procedures:

All maintenance requests that are under the Association's responsibility should be made in writing to the Association's property manager. In the event of an emergency request, Co-owners should call the property manager (see contact info on page 8).

Trash Pickup: (Revised - Board April 2012)

Normal trash pick-up is on Friday. No trash or recycle receptacles shall be set out prior to 6:00 p.m. Thursday evening in accordance with the City of Livonia Ordinance. It is recommended and preferred that trash not be set out until Friday morning to reduce the possibility of animals disturbing the trash. Also, please secure loose items in your trash / recycling to insure items don't blow around the neighborhood on windy days. Trash and recycle receptacles should be removed the same day the trash is picked up.

III. CO-OWNER RESPONSIBILITIES

Association Assessment Payments

Due Date and Late Charge:

Monthly assessments are due on the FIRST (1st) of the month, and are considered late if postmarked after the TENTH (10th) of the month. A late charge of \$15 (Estates) or \$20 (Villas) is assessed for any payment that is late.

Collection Policy:

Association Co-owners who are delinquent on their Association assessments 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 any 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.

Parking / Vehicles

(Bylaws Article VI, Restrictions 7)

Vehicle Parking is not allowed during a Snow Emergency:

All vehicles must be off all roads and parked in the driveway or the garage. Any violation will result in the vehicle being towed. To regain your vehicle contact Livonia Towing at (734) 591-0456. A snow emergency will be announced as a "Livonia Snow Emergency" whenever we get two (2) or more inches of snow.

Vehicle Parking:

Co-owners are strongly encouraged to park their vehicles in the garage assigned to their unit and / or in their driveway. Co-owners are discouraged from using the street and / or the visitor parking area for overnight parking, in order to keep these areas accessible for emergency vehicles and maintenance of the grounds.

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, visitor parking areas, on the streets of the community or on any other common element.

Vehicle Storage:

No vehicles are allowed to be stored on the grounds at any time. Stored vehicles are vehicles that are not driven frequently, vehicles with flat tires, vehicles that do not run, vehicles with expired license plates, vehicles that have suffered extensive damage, etc.

Vehicle Repair / Maintenance:

No repair or maintenance of a vehicle should be conducted in a Co-owner's driveway, on the street or in the visitor parking area. Vehicle repair and maintenance is limited to the Co-owner's garage.

Motorcycles:

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

Damage:

Damage caused by vehicles (such as oil or other fluid stains on driveways or the street) will be the responsibility of the vehicle owner. Repairs to damaged areas will be undertaken by the Association, and the cost will be assessed to the appropriate vehicle Co-owner.

Signs

(Bylaws Article VI, Restrictions 9)

No signs are allowed to be displayed on the common elements of the property. This includes “For Sale” signs, political endorsements, signs promoting businesses, etc. Signs on the common elements are subject to removal and disposal without notice if the Association’s permission has not been obtained.

For Sale / Open House Sign Policy:

- Sellers and realtors can place ONE (1) “FOR SALE” in the inside front window of a unit. An “OPEN HOUSE” sign can be placed on the lawn or driveway of the unit for sale and at the main entrance – but only during the hours when the “OPEN HOUSE” is taking place. Signs must be removed 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.

Security System Sign Policy: (Revised - Board May 2011)

- One standard security sign may be placed in the landscape bed (common bed) adjacent to the front entrance steps. One security sticker may be placed in the lower corner of one window.

Pets

(Bylaws Article VI, Restrictions 4)

Number of Pets:

There will only be two pets allowed per household (i.e.: two cats, two dogs, or one cat and one dog). All pets must be under the control and supervision of an adult when outside the unit. No pets shall be permitted to run loose at any time upon the common elements. Pets are **NOT** allowed to be staked or chained to a unit, porch/deck, tree or any other object in the community.

Pet Clean Up:

Each pet owner is responsible for picking up any pet droppings. After one written warning, failure to clean up after a pet will result in a fine and the pet owner will be charged for the cost of the cleanup.

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 by Pets:

Each pet owner is financially responsible for any damage done by their pets to Association property or the common elements. Damage includes (but is not limited to) “burning” or killing of the grass or other plantings due to a pet’s urination. Pet-related damage will be repaired by the Association, and the cost of the repair will be assessed to the appropriate Villas Co-owner.

Garage Sales

(Board - April 2012)

Brookside residents must follow the established City of Livonia rules (available from the City, Brookside website or Management Co.) when holding garage sales. A “**Garage Sale Request Form**” (available on the Brookside website or from the Management Co.) must also be filled out, submitted and approved by the Management Co. to obtain permission from the Board to post garage sale signs on the Brookside common elements.

Leasing and Rental
(Bylaws Article VI, Restrictions 15)

A Co-owner desiring to rent or lease a Unit must disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents.

Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

IV. ADMINISTRATION AND ENFORCEMENT OF RULES

Complaint Procedure and Violation Enforcement Steps: (Revised - Board April 2012)

All complaints must be made in writing to the property manager 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 the Rules and Regulations.

Upon receipt of a written complaint, the Management Company will review the alleged violation. If it is deemed to be a valid complaint, a letter will be issued to the violating Co-owner indicating the nature of the violation (date, time and place of violation where applicable).

If the violator agrees and corrects the violation, the case will be closed. If, however, the violation continues, a notice will be sent to the offending Co-owner and an opportunity for such Co-owner to appear before the Board of Directors no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. Upon finding an alleged violation after an opportunity for hearing has been provided, the Board may then levy a fine. Any fines issued will be due with the next monthly assessment fee. The Board’s decision, when rendered, will be final.

Fines and Penalties: (Bylaws Article VI, Restrictions 19)

The following fine schedule has been established for Co-owners who violate the Association’s Master Deed, By-laws or the Rules and Regulations:

- | | |
|--------------------------------------|-----------------------------|
| 1. First Violation: | Warning with no fine levied |
| 2. Second Violation: | Twenty Five Dollars (\$25) |
| 3. Third Violation: | Fifty Dollars (\$50) |
| 4. Fourth and Subsequent Violations: | One Hundred Dollars (\$100) |

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.

Management Company Contact Information

Marcus Management Inc.
Ralph Marcus or Martha Saum
28545 Orchard Lake Road
Farmington Hills, MI 48334
Phone: (248) 553-4700
Fax: (248) 553-4570
Emergency Only: (248) 553-9195
Ralph Email: marcusmgt@aol.com
Martha Email: msaum@marcusmanagement.net