

THE POINTE AT ISLAND LAKE CONDOMINIUM ASSOCIATION

Homeowner Handbook

A Community Guide for our Co-owners

Established February 2011

This document is to assist you in living according to the community rules and regulations and is intended to create a harmonious living environment for our owners and residents.

The Pointe at Island Lake Co-owner Handbook

Ypsilanti, MI 48197

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Now that I am here, what does it mean to own a condominium unit?

When you buy a condominium unit, you become a member of the condominium association. A condominium association is like a big partnership and you are one of the partners. In a partnership all of the assets (property including cash) belong to the organization. You own an undivided interest in all of the common elements. Along with this ownership is the responsibility to maintain and replace what ever needs to be repaired and replaced. All of the co-owners as a group must financially support this effort.

As an example, if the roof on your building is damaged or just wears out, all of the co-owners must contribute to the cost of repairing your roof. This is true even though some of the co-owners may live clear on the other side of the association property and may not feel that they receive any benefit from the expenditure. (See the Responsibility Matrix in this handbook) As another example, if your neighbor's garage door (not opener) needs to be replaced because it was broken, the Association must pay for its replacement and that cost will be shared by you too. All of the money that the Association has is brought in from all of the Co-Owners. There is no one outside the Association that is going to give money to the Association for repairs. And all of the cash collected is collected proportional to ownership.

This concept is fundamental to the condominium operation. If you owned your own home, only you would make the decisions and pay the costs for maintaining your property. You might choose to save for a big repair, or borrow to finance it, or just come up with the money when it needs to be done... or you might let your property deteriorate for lack of funds. In a condominium, the legal documents and the state law require that the Board maintain the property for the benefit of all and collect the funds proportional to the ownership to finance the costs.

The Michigan State Law (The Condominium Act) governing the conduct of condominiums and which regulate the content of the Master Deed and Bylaws is based upon the concept that present co-owners should pay for the assets (the roofs, the siding, the other amenities in the community) as the assets are being used up. So that future owners take possession of property ready for their use with funding on hand to pay for any deficiencies anywhere in the entire project. The difference between single homes and condominiums is that with a single home, a buyer can easily evaluate the condition of the property that they are buying. Whereas in a condominium, the buyer can see the unit that is being purchased, but they cannot easily evaluate the condition of the entire project, yet each co-owner will be responsible for the pro-rata costs of replacement of the other parts of the community without regard to their location or availability for use, if sufficient funds are not on hand.

The Board of Directors is elected by the members of the Association. The Board is charged with the responsibility of managing the Association. It would be chaos if the decisions made on a day-to-day basis had to be made by all of the Co-Owners. Long range planning would also be difficult because each co-owner comes from a different perspective and with different goals and concerns. For some, lowest cost regardless of quality is the highest priority. For some, the landscaping is the highest priority. For some, it might be the recreational opportunities. For some, it might be the highest quality regardless of cost.

Therefore, almost all decisions are made by the Board (which should be made up of representatives with similar views reflecting community concerns) and those decisions are

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made in the best interests of the Association (the partnership) as a whole and all of the co-owners must abide by those decisions. This means that what an individual co-owner wants or feels is absolutely necessary, may be primarily in that co-owner's interests but may be in conflict with what is best for the Association as a whole. You may have heard the phrase "You can't please everybody all of the time!"... No place is that phrase truer than in a condominium.

So what does all of that mean to me?

It means that you will be a lot happier if you can accept that all of your neighbors and fellow co-owners have a say about the property, just as you do. It means that things that you do not like about the operation should be voiced to your Board of Directors who may or may not be able to solve the problem, but should hear your concern so that they can weigh your concerns with those of others, prioritize problems and decide how to best deal with them.

It means everyone would be better off with a healthy helping of patience and understanding. It means that those who serve on the Board are co-owners just like you are. It means they are giving their best effort in an impartial way. It means that others have reasonable thoughts just like you do. It means stirring others up about issues harms the community. It means it is better to work together than to try to destroy someone else. It means everyone needs to respect other points of view. And it means you will not always get your way. We just need to get along!

How does the management company fit into this picture?

The management company functions as the agent for the Association. The manager attends Board meetings and communicates between Board meetings with various Board members advising and receiving instructions to take action. The management company is not the landlord. The management company does not have the authority to make decisions for the Board of Directors except to the extent the Board creates standing orders for actions to be taken based upon predetermined events. The management company also assists by communicating with individual co-owners about their concerns and discussing these concerns with the Board to resolve issues. The management company also performs most administrative tasks, such as billing and collecting association dues, paying association expenses, preparing notices, communications management, and preparing preliminary budgets for Board approval. The management company has only one goal and that is to provide the highest quality services and to foster a cohesive living environment for the Community.

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Primer For Condominium Living

Drug-Free – The Condominium is a “Drug-Free” Community. No unlawful drugs are permitted on the condominium property including within the units. Please observe this Rule and report to the local police any drug related activity observed in the community.

Manners – The condominium Association really functions like a partnership. We are all equals and each of us is entitled to our own opinions about what is going on and about how the Association should be managed. When everyone has an opinion, there are bound to be disagreements. Shouting, talking down at fellow co-owners, or trying to “bully” people to your way of thinking is inappropriate and will not be tolerated. Co-Owners should observe reasonable manners and avoid outbursts. Treat others as you would want others to treat you. The Board of Directors consists of members who have divergent opinions on most issues. The Board has an opportunity to discuss and weigh these opinions in order to come to conclusions about what to do and how to do things which are best for the community as a whole. They are the true managers of the Community and as a group control the situation. Just like living in any community, you may not be in agreement with all of their decisions, but you must abide by the decision and operational controls which they implement.

Fire prevention – We live in buildings that house multiple families. The biggest worry about living so close to one another is the potential for fire. Everyone should keep fire prevention high on their list of concerns. Observe fire prevention recommendations. Do not store flammable items within your unit where they become active as fire agents. Think Fire prevention!

Insurance – The Association maintains fire and general liability insurance for the common elements. This means in a full condominium, the buildings are insured. In a site-condominium, the Association has only liability coverage for incidents on the common grounds, but individual homeowners are responsible for complete insurance coverage. Co-Owners in full condominiums are encouraged to purchase and maintain condominium owners insurance coverage (called an HO-6 policy [such policies are inappropriate for site condominium owners]). This coverage is relatively inexpensive and provides coverage for personal property within the units. In addition, there is coverage for betterments and improvements. It is very important to evaluate the improvements made in your unit to make sure you have adequately covered the costs of repair or replacement of these improvements in your policy. It also provides personal liability coverage for acts within your unit or your acts on the condominium premises. In the event of an incident, you can be held responsible for damage to others (including other co-owners). The Association’s policy does not cover such claims. If you want to be adequately insured, you should obtain your own coverage. See your professional insurance agent and follow the agent’s advise.

Your Neighbors – Your neighbors have rights too. They have the right to peaceful enjoyment of their own units and the shared common elements (the lawn, the sidewalk, any recreational facilities, and other common elements). All of the common elements belong to all the co-owners. The lawn in front of your unit is just as much yours as it is the co-owners on the other side of the community. Respect their rights and they will respect your rights. Review the portions of the condominium which are specifically owned by you and those elements that belong to the entire community by examining the Master Deed and be cognizant of the rights of others to be on or to use the general common elements. We need to live together in harmony if we are going to live here in peace. Your neighbor also has the right of privacy.

Noise - Noise can be a significant problem. Try to respect your neighbor’s right to peace and quiet. The local government has ordinances which prohibit loud noise. It is against the law to create loud noise. If a disturbance is being created, you are encouraged to call 911 and report it. Although the Community can

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try to obtain voluntary compliance by your neighbors, the primary enforcement of noise restrictions rests with the local governmental authority (the police).

Kids – Children, especially young children need space to work out their energy. The Condominium Documents and the Rules contain regulations which place significant restraints on certain children’s activities within the community. These legal requirements were placed in effect when the Condominium was formed and are consistent with the wishes of the majority of co-owners, both then and now, and the physical constraints of the condominium property. Parents should be aware of the various rules which affect children in order to avoid confrontations and complaints. The Board of Directors are sympathetic with the challenges presented by the Community environment, but must enforce the governing documents and the rules and regulations of the Community. Please observe these regulations concerning issues related to children.

Pets – To most people pets means cats and dogs. Many communities have rules and regulations regarding pets and most (but not all) of these rules are aimed at dogs. Please review your Association’s documents as well as rules and regulations in regards to pets. Some communities require approval prior to bringing a pet into the community. It is important to not bring in a pet until you have ascertained what the requirements are.

Safety and Security - Co-owners are encouraged to be observant of unfamiliar people or vendors who might venture onto the premises. Security is very important for all residents.

Property Values – All of us want our property values to increase. The two major controllable factors affecting property values are appearance and safety. The Board of Directors, management company and our contractors work very hard to make sure the community is well maintained and improved. A formal or informal reserve study often is utilized to provide a funding plan to allow for the reasonable accumulation of funds to replace the common elements when needed.

The issue of periodic assessments is always a concern and particularly when people are trying to sell their units. Let’s face it, for a real estate professional, the lower the assessments the easier it is to sell the units (but not necessarily to increase the selling price). But what is good for the real estate professional is not always what is best for the people who live here, or for the Association itself. Allowing the assessments to be below the costs of maintaining the operation of the community and creating adequate reserves is a very unwise plan. By setting assessments too low, the community attracts people to the community (new co-owners) who sometimes cannot afford to live here. By under-funding through low assessments, the association is forced to tap reserves to pay for current operations, the community is then forced to make additional demands for funds when needed for replacements. This often places co-owners in crisis, which then leads to collection problems, including liens and foreclosures. When collections are a problem, it places undue strain on the current budget and financial resources for running the community and maintaining the common elements. Deferred maintenance often then creeps in. People are forced to leave the community. It is a set of circumstances which lead to unfortunate results. No one wants assessments to increase... but this is the bitter pill that is often required to maintain property values.

Maintenance Fees - Every condominium is different. There are different common elements, different historic funding (and reserves on hand), different amenities, different size of facilities, different responsibilities of the Association... many differences which cannot be known by the casual observer . . . It is simply impossible to reasonably compare community assessment levels. What is appropriate and best is to look seriously at what it costs to run the Association and what amounts should be placed in reserve to fund future replacements and then adequately set assessments to meet these obligations.

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Association Rules and Regulations

The rules and regulations listed herein are a supplement to the Condominium Bylaws and related documents of The Pointe at Island Lake Condominium Association. We hope you will recognize the following rules and regulations as additional tools to keep The Pointe at Island Lake a beautiful and tranquil community and creating a community with a pleasant living environment for all its residents.

These rules and regulations have been promulgated and approved by the Board of Directors for the Association in accordance with the Association bylaws.

Association Management

The Association is managed by a five member board of directors who are elected by the membership. The decisions of the Association are intended to be made by a body composed of elected members. The seats of the board are for two years that alternate, so as to provide some continuity. Decisions are typically not made by an individual and must be presented to the group for a determination. This allows for discussion and various opinions to be heard. The Association will provide a listing of the directors yearly.

The Association has hired a management agent to handle the day to day affairs and to assist the board in the management of the community. The management agent is your liaison to the board, but works for the Association. The agent represents the Association and cannot advocate for or represent individual homeowners, particularly in disputes between the individual co-owner and the overall organization. Individuals must represent themselves or employ their own representation.

The management agent, the association legal counsel and any other professional employed by the association and works for the association. The board is elected to hire these people and manage the affairs, so the providers take their direction from the board and management agent as the representatives of the community. These parties serve at the pleasure of the board.

Budget and Financial

The board of directors is charged with establishing a yearly budget and setting the assessments. The association operates on a calendar year and the budget is sent out on a yearly basis. The Association is obligated to keep financial records as well as preparing and distributing a yearly financial statement, the contents of which are defined by the association.

Even if you do not receive the budget and/or payment coupons, this does not relieve you of the obligation of paying your assessments on a timely and consistent basis. The Association bylaws address this as follows: "Failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments." It is recommended that if you do not

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receive the budget or new coupons, you continue to pay at the rate set the previous year and contact the management company as soon as possible.

Association Notices

Unless otherwise noted in the Association documents or determined otherwise by the board, all official association notices are sent via first class mail and considered received by the unit owner. The Association has an e-mail group and many co-owners opt to receive information by the e-mail group rather than regular mail.

Community Documents

The Association documents are the Master Deed, Articles of Incorporation, the Association By-Laws and the community handbook.

Architectural Standards and Rules

Any exterior modifications must be approved in writing per the association bylaws under Article VI Restrictions, Section 9 of the Association By-Laws. Any desired exterior modifications or modifications that affect the structure of the building must be submitted in writing by the unit owner using the Association Modification Request Form. Typical Association modifications allowed and the guidelines for each are as follows:

- Satellite dishes must be approved **in writing** by the Association. Dishes installed without approval shall be removed and areas repaired by the installing homeowner.
- Storm/screen doors are allowed with a signed and approved modification request. The Association has four approved models. Any proposals besides the approved models must be approved by the Board of Directors or approved Architectural Committee.
- One "For Sale" sign is allowed in one single-wide window at the bottom half of the window. No additional signs are allowed without written approval. Temporary Open House signs may be placed shortly before a scheduled open house and must be removed immediately after the open house ends.
- Window coverings – window treatments for the association may be white or neutral colors. Any other colors require written approval by the Board. Window treatments are drapes, curtains, shades, blinds or mini-blinds.

Modification requests submitted to the association shall be reviewed and an answer given to the unit owner within 30 days of receipt of the request. The association will notify the co-owner of the receipt of the request so that the co-owner is informed of the deadline for a reply. The board will make every reasonable effort to provide an answer sooner than the 30 days. Only Co-owners can request modifications.

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All modifications submitted should have an estimated start date and time for completion. The association may withdraw or revoke any modification not completed within the estimated time frame.

To speed along your modification, it is recommended that you have as much information as possible, including design, pictures, drawings and samples, particularly color samples for stains and building materials.

Animal Rules and Regulations

The bylaws limit co-owners to two pets no more than 40 lbs each. However, if a resident currently has a pet or wishes to have a pet over 40 lbs, only one pet is allowed. All dogs must have a current license from Ypsilanti Township.

All pets must be cared for and restrained so as not to be obnoxious or offensive on account of noise, odor, sanitary conditions and are not permitted to run loose at any time. Animals must be leashed and attended to at all times on the common elements. Wireless collars will not be considered leashed. Dogs may not be staked and unattended on the common elements. Cats are not permitted to run loose on the common elements and may be removed from the premises.

Co-owners are responsible for the collection and disposal of all solid dog waste. Solid dog waste may not be stored on the exterior of the unit. Co-owners with dogs are requested to rotate the areas in which they air their pets. We also recommend that owners carry a bottle of water to pour over lawn areas which their pets urinate to disperse the area to minimize damages to the lawn.

No dog which barks excessively and can be heard on any frequent or continuing basis shall be kept in any unit or on the common elements and may result in fines for continuing violations.

No animals may be kept or bred for commercial purposes.

Wildlife shall not be permitted to suffer death and/or molestation by any co-owner and/or their pets, nor shall they be encouraged onto the common elements by feeding or housing.

Exterior Planting

Residents may plant annual flowers in the beds by their units. Flowers may be planted in the spring and must be removed in the fall. Potted plants may also be placed on patios and in beds, as long as they do not interfere with association plantings. Co-owners and residents plantings perennials, trees, shrubs or other long term plantings in beds and not in pots must obtain written approval from the Association. If you decide to plant perennials, the Association will not be responsible for them.

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Rental of Units and use of units by Non-owner occupants

Per the condominium documents, unit owners have the right to rent or lease their units. Those renting or leasing their unit are required to notify the association in writing prior to renting or leasing their unit and are to provide a copy of the lease they plan to use no less than ten (10) days prior to presenting it to a potential lessee. This is so the board may review (not approve) the lease for possible conflicts or contradictions with the condominium documents. The condominium documents would take precedence over any lease or lease provisions. The association also requires a lease addendum (in the forms section) along with the lease. We encourage homeowners to carefully review the documents prior to leasing or renting out their unit.

Per the documents and the lease addendum, the Association may cut off services (pool and clubhouse use) to the unit owner and any tenants for non-payment of association fees. The Association may also require the tenant to forward rental payments to pay for unpaid association fees and the tenant will not be in violation of the lease or any rental agreement for non-payment.

The homeowner is also responsible for keeping the Association up to date on the occupancy of the unit, to provide up to date contact information for themselves and their tenants. If you do not rent the unit but as the owner, you do not live there, please inform us of the residency of the unit. Non-owner residents are required to live by the Association rules and regulations.

Pool and Clubhouse use

The pool is for use by all Pointe at Island Lake residents and owners. Pool use is at your own risk. Children are not allowed to use the pool unattended and all the pool rules must be followed. Patrons may be asked to leave the pool at any time.

The clubhouse can be rented for use by homeowners and residents for \$50. The cost is to defer the expenses in maintaining the clubhouse and to reserve for future clubhouse updates and improvements. There is a \$100 refundable deposit after inspection. The pool cannot be rented and is available during pool hours to all residents.

The clubhouse must be cleaned by the party renting the clubhouse. The specific guidelines and rules are available from the Association's management agent.

Non-residents may rent the clubhouse for \$100 per use along with the deposit.

Clubhouse users must remove all trash after their event, putting out the trash with their regular trash disposal.

Holiday Decorations

Holiday Decorations are allowed in Limited Common Element areas only. Use of clips is required for holiday lights so as not to cause structural damage. One Holiday or

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seasonal wreath may be affixed to entry doors. Co-owners are responsible for any damages. Christmas decorations are allowed Thanksgiving Day until January 7th and other holiday decorations may be placed a week prior to the holiday but must be removed a week after the holiday.

Insurance Coverage

Each co-owner and resident is obligated and responsible for obtaining insurance coverage for personal property located within a unit or elsewhere in the condominium, for personal liability for occurrences within a unit or upon limited common elements appurtenant to a unit and also for alternative living expenses in the event of fire or other perils that make the unit uninhabitable. The Association shall have absolutely no responsibility for obtaining such coverage. Any claims arising within or upon a condominium unit must be submitted to the insurance company of the individual co-owner prior to submission to the Association's Coverage by the Association's insurance policy.

The Association documents require that the co-owner's policy of insurance name the Association and management agent as additional insured under their liability coverage.

Please discuss your insurance needs with your insurance agent.

Use of Common Elements

Co-owners may utilize the common elements according to the documents, and the common elements are for the use and enjoyment of co-owners and their guests. Co-owners must utilize these elements in a responsible manner and will be held liable for any damages to common elements by the owner, tenant, occupant, agent, guest or invitee of the co-owners.

No co-owner shall use or permit the use by any occupant, agent, employee, invitee, guest, family member or invitee the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots or any other projectile or similar weapons or devices anywhere on or about the common elements.

Vehicles and Parking

Primary parking for homeowners is in the unit garage and the unit driveway. Using the garage for storage instead of parking is discouraged.

Because we have plenty of parking spaces, there is no parking on the street.

Cars parked in fire lanes will be towed without notice. Fire lanes include the outer perimeters of Lakeside Drive and East Island Drive and any other place there is a fire hydrant.

All parked cars must be in drivable condition and have a valid license. Those with invalid licenses or deemed inoperable can be removed without notice.

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If you need to park a car for 10 days or greater, contact our management agent for association written approval.

Residents with RV's or campers need to have Association approval to park in the complex longer than 72 hours for themselves or their guests.

Commercial vehicles, recreational vehicles, boats, trailers, personal water craft, snowmobiles, snowmobile trailers all terrain vehicles and other similar vehicles except for vehicles used for general personal transportation purposes may not be parked or stored on the common elements (driveway or open parking) and will be towed immediately without notice. These vehicles may be stored in the unit owner's garage, with the door closed.

Vehicle owners will be responsible for all towing and storage charges.

Window Coverings

In addition to white, neutral colors are allowed for window treatments. Any other colors require written Board approval.

Grills

The only type of fuel allowed for grilling is propane or electricity. The Association bylaws expressly forbid using charcoal or wood for your grill or fire pit. This is in line with Ypsilanti Township's ordinance against any type of fire or charcoal grill near multi-family housing.

Trash rules and disposal of trash

Trash containers should have a locking lid. If you do not have a locking lid or do not use garbage cans, the Association requires that the homeowner use the 30 gallon, heavy duty Glad Force Flex or Hefty Ultra Flex drawstring trash bags.

Disposable diapers, pet waste and food items must be double bagged.

Empty trash containers must be returned to your garage no later than the morning after trash pickup day.

Rule Enforcement and Violation Procedures

Article XX Assessment of Fines, Sections 2 and 3 of the association's bylaws provide for a process of addressing the violation of association rules, standards and regulations as shown in the association master deed, bylaws, the Michigan Condominium Act and the association rules and regulations. The process for dealing with violations is as follows:

- Notice – Written notice of the alleged violation must be delivered either personally or mailed by regular, first-class mail unless otherwise defined by the documents. The association or its' agent are not obligated to make personal phone calls in regards to violation issues. The notice shall contain the provision violated with a description of the alleged offense.

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- Opportunity to Defend – The alleged offending co-owner shall have an opportunity to have a hearing before the board or other applicable body charged so by the board or to submit a written response to the notice of violation and offer evidence in defense of the alleged violation. The appearance before the board shall be at its next scheduled meeting or at a special meeting called for such purpose, but in no event shall the co-owner be required to appear less than 10 days from the date of the notice.
- Default – Failure to respond to the notice of violation shall constitute a default and the board or acting body may make a determination as it sees fit, including fines as outlined by the association bylaws.
- Hearing and Decision – Upon appearance by the co-owner before the board and presentation of evidence of defense, or in the event of the co-owner’s default, the board shall by majority vote of a quorum of the board, determine if a violation has occurred or not. The board’s decision is final.
- Assessment of fines – If the homeowner is found in violation and the violation continues, the association may assess fines according to the following schedule as listed in the association bylaws:
 - First violation – No fine.
 - Second violation – A seventy-five (\$75) dollar fine.
 - Third violation – A One Hundred Dollar (\$100) fine.
 - Fourth violation and subsequent violations – One hundred and fifty (\$150.00) dollar fine.
- Violations for rental units are handled per the condominium documents. The documents state that the unit owner be notified by certified mail and that the unit owner has 15 days to either report that there is no violation or to correct the issue. The Association may, if it determines that the issue cannot be resolved or in the interest of the Association, evict the tenant at the cost of the unit owner.
- Collection – Late fees and Fines levied shall be assessed against the co-owner and shall be due payable together with the next regular condominium assessment falling due. Failure to pay the fine shall subject the co-owner to all liabilities set forth in the condominium documents. Payments on accounts that are in default are applied as stated in Article II, Section 3 of the Association By-Laws “first, to costs of collection and enforcement of payment, including reasonable attorneys’ fees; second, to any interest charges and fines for lat

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payment on such installments; and third, to installments in default order of their due dates.”

The Board of Directors from time to time may make and implement reasonable rules for the association. The rules are intended to improve the quality of life and assist residents and homeowners in community living.

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ASSOCIATION COLLECTION POLICY

ASSESSMENT DUE DATES AND PENALTIES:

According to the Association By-Laws, Article II Assessments, and Section 3. Apportionment of Assessments and Penalty for Default, payments are in default if any installment is not paid to the Association in full on or before the due date for such installment. The due date for monthly assessments is the first (1st) day of each calendar month. A late fee of \$25.00 per installment per month may be assessed automatically by the Association upon each installment in default for ten or more days until paid in full (not received in the office of the Management Company by the 10th of each calendar month – the "late date"). Due dates for Additional or Special Assessments, and any default penalties, shall be established by the Board of Directors when such assessments are levied. The Association may increase or assess such other reasonable automatic late charges or may, pursuant to Article XX hereof, levy additional fines for late payment of assessments as the Association deems necessary from time to time.

ASSESSMENT COLLECTION PROCEDURES:

The Management Company will send a first reminder notice via regular mail after the tenth of the month if a payment has not been received by the late date. If payment in full is not received by the late date of the second month, another notice will be sent by the Management Company on behalf of the association. If payment in full still has not been received by the Management Company as of the end of the second month, a third, and final, notice shall be sent by the Management Company asking for immediate payment, with the stipulation that if payment is not received within ten days, the matter will be forwarded to the association's attorney for collection via the attorney.

Once an account has been referred to the attorney, no further notices or communications will be handled by the Board or the Management Company. All communications with the Co-owner and payoff amounts will be handled strictly by the attorney's office, and no Co-owner may rely upon a payoff inadvertently given by the Management Company. The association's attorney will then send a letter to the co-owner, and give the co-owner 30 days to dispute the debt (upon which verification by way of a copy of the Co-owner's ledger will be sent to the Co-owner), pay all amounts owed, including all late fees, fines, interest and all attorneys' fees, or make payment arrangements for satisfaction of the arrearage. **UNDER NO CIRCUMSTANCES WILL ANYTHING LESS THAN FULL PAYMENT BE ACCEPTED BY THE ATTORNEY'S OFFICE UNLESS A SIGNED AND APPROVED PAYMENT ARRANGEMENT HAS BEEN REACHED** (see below as to payment arrangements). If the attorney does not receive payment or an approved arrangement is not in place by the end of the 30 day period, a lien shall be filed against the Unit on behalf of the Association, and a copy sent to the Co-owner, with all costs charged to the Co-owner's account.

If the Co-owner does not pay all amounts owed, including all late fees, fines, interest and all attorneys' fees, or make payment arrangements for satisfaction of the arrearage, within ten (10) days of being sent a copy of their lien, the Association's attorney will request permission from

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the Board of Directors to institute foreclosure proceedings in Circuit Court. Again, all charges incurred will be charged to the account of the Co-owner in default.

APPLICATION OF PAYMENTS AND OTHER REMEDIES:

Payments are applied according to the schedule provided in Article II, Section 3 which states *“first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due date.”* Accordingly, in the event payments are made that do not pay the balance in full (unless paid pursuant to an approved and signed payment arrangement), a delinquency in the current month of payment will always exist, and will incur late fees.

If an association member is considered to have a chronic delinquency problem, the board may upon review either impose acceleration of payment, bringing a full year assessment due immediately, or demand that the member institute electronic payment through the association's management agent. The Association may also require payment by certified funds if the Co-owner has ever submitted payment that has been returned for insufficient funds, closed account, or stopped payment.

PAYMENT ARRANGEMENTS:

In the event a Co-owner requests a payment arrangement for any delinquent balance, such request must be placed in writing and submitted to the Management Company, or if the account has been turned over to the attorney, to the attorney's office. Requests for payment arrangements shall be reviewed by the Board in cases where the delinquency problem is not chronic, and reasons exist for extending payments over time. Any Co-owner requesting a payment arrangement shall state in their request for an arrangement the reason for requesting same (why payment in full cannot be made now), and attach evidence showing that their mortgage and taxes are paid up to date. Due to the fact that Association assessments have a lower priority than a first mortgage or taxes, the Association will not approve a payment arrangement if the first mortgage and taxes are not current. In order to be approved, any request for a payment arrangement (except in extremely extenuating circumstances) must, at a minimum propose equal payments over a period not to exceed six (6) months, sufficient to pay the entire balance in full. During the term of any payment arrangement late fees will not be charged as long as the arrangement is being kept. Upon default in any payment arrangement, any waived late fees shall be added to the account, and the attorney's office shall proceed with foreclosure, without the possibility of any further arrangement being approved. **IT IS THE CO-OWNER'S SOLE RESPONSIBILITY TO CONTACT THE ATTORNEY'S OFFICE PRIOR TO DEFAULT IN AN ARRANGEMENT IF A CO-OWNER WILL BE UNABLE TO PAY AS AGREED.**

Association Forms

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Updated Co-Owner Information

Owner(s) name: _____

Unit Address: _____

Telephone numbers

Home: _____ Work: _____ Other: _____

E-mail: _____ Alternate E-mail: _____

Emergency contact information: Name: _____

Number: _____

Seasonal/Alternate address (if applicable): _____

MORTGAGE OR LAND CONTRACT VENDOR INFORMATION

(As required under the Condominium Documents)

Name of company or individual: _____

Address: _____ Phone: _____

Owner's Signature

Owner's Signature

Tenant Information *(If unit is rented or leased.)*

Tenant Name: _____

Tenant phone numbers: Home: _____ Work: _____

Owner's Signature

Please complete and fax or mail to Select Community Management:

4045 Stone School Road, Ann Arbor MI 48108

Fax: 734-663-0809

E-mail: management@thecondopros.com

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Pointe at Island Lake Condominium Association

Addendum to Lease Between

_____ Landlord (co-owner)
and _____, Tenant (non co-owner occupant) at
_____ (unit address)

Dated _____, 20__

- 1) Non co-owner occupant acknowledges that he/she has read the Master Deed, Condominium By-laws, Association By-laws and Rules and Regulations of Pointe at Island Lake Condominium Association and all amendments thereto (hereinafter referred to as "Condominium Documents"). Non co-owner occupant agrees to comply strictly with said Condominium Documents and with all amendments and additions to such Condominium Documents as are allowed by law.
- 2) Non co-owner occupant shall not assign or sublet the condominium unit without the prior written consent of the Board of Directors of Pointe at Island Lake Condominium Association. In no event shall the non co-owner occupant assign or sublet less than the entire condominium unit.
- 3) Non co-owner occupant acknowledges that the Michigan Condominium Act gives the Association the authority to bring summary proceedings to evict the non co-owner occupant and/or to bring an action for money damages in the same action against the co-owner and non co-owner occupant in the event of any default by the non co-owner occupant in compliance with the Condominium Documents. Money damages shall include, but not be limited to, actual attorneys fees and costs incurred by the Association in commencing any proceedings against the non co-owner occupant.
- 4) Landlord and Tenant occupant acknowledge that if the co-owner is in arrearage to Pointe at Island Lake Condominium Association for assessments and the Association gives notice of the arrearage to the Tenant, the Tenant shall deduct from rental payments due the Landlord under this lease agreement the arrearage and pay that to Pointe at Island Lake Condominium Association. The deduction shall not be a breach of this lease agreement by Tenant.

Signed, sealed and delivered this . day of _____, 20__.

In the Presence of:

Landlord:

Tenant:

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The Pointe at Island Lake Condominium Association

Satellite Dish Guidelines

These guidelines apply to all satellite dish installations at the Pointe at Island Lake Condominium Association (hereinafter referred to as “the Association”).

A written modification request shall be submitted by the owner, their agent or a tenant with the unit owner’s signed permission to the Association using the Association Modification Request-Agreement Form must be submitted to the Board of Directors via the Association’s management agent. The Association will provide a response to the form no later than 30 days upon receipt of the submission with a determination and if denied, the reason for denial. The information required, but not limited to, includes the following:

- The form will have a drawing/sketch or map showing the exact location of the dish. The plan will show the dish, including size and dimension, method of attachment or mounting as well as the name, number and contact information for the installer.
- All requests will be reviewed by the Board of Directors or a committee assigned to review by the Board of Directors.
- Dish installs will not be allowed to penetrate the roof or vinyl siding. Dishes that do so will be removed at the homeowner’s expense and restoration billed to the homeowner.
- The cable(s) leading to the inside of the unit from the dish shall be internal to the building and not run externally on the side of the building. Cables shall not go through window frames.
- Dish poles or mounts will not be allowed in general common elements without approval.
- All external locations shall be properly grounded as determined by the installer.
- The homeowner is responsible for any damages during or after installation and all repairs shall be made promptly. If the owner does not make repairs, the Association, upon due notice, can elect to make the repairs and bill the homeowner.
- Per the Modification Request-Agreement Form, removal and reinstallation of the dish for maintenance is the cost and responsibility of the homeowner.
- Any additional insurance necessary for the dish is to be purchased by the homeowner.
- The homeowner is responsible for any additional damages caused by the dish.
- The Association will make every reasonable effort to assist the homeowner in placing a dish for signal strength.
- The homeowner may be required to plant landscaping to obscure or disguise the dish as needed.

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The Pointe at Island Lake Condominium Association

Modification Request/Agreement

This agreement made between The Pointe at Island Lake Condominium Association, a Michigan corporation of Ypsilanti, Michigan, hereinafter called the Association, and _____ Co-owner(s) of The Pointe at Island Lake Condominium Association located at (address) _____ in Ypsilanti, Michigan, hereinafter referred to as Homeowner:

1. It is mutually agreed:
 - a. That Homeowner has the permission of the Association to make such modifications to the common ground or property of the Association as outlined in the attached description of such modification.
 - b. Only those modifications noted in the description will be permitted by the Association under this agreement.

2. In consideration for same, Homeowner agrees:
 - a. The expense of performing said modification will be borne entirely by the homeowner.
 - b. That complete maintenance or upkeep of said modification is the responsibility of the Homeowner in accordance with the current Rules and Regulations adopted by the Board of Directors.
 - c. If additional insurance is necessary the Homeowner will see that proper insurance is in place to cover the approved modifications. Said insurance will be at Homeowner expense.
 - d. Homeowner understands that if the modification requires digging into the ground, underground utility lines may be encountered. Homeowner agrees to call MISS DIG and herewith accepts financial responsibility for repair of any damage that may be incurred in connection with the approved modification.

3. The following applies if the Homeowner is responsible for the complete maintenance of the approved modification as determined by the current Rules and Regulations.
 - a. In the event that the Association finds maintenance or upkeep of modifications lacking, or after having been so notified in writing by the Association, required maintenance or upkeep will be performed by the Association or its designate at Homeowner expense. No such maintenance will be performed without allowing the Homeowner a specified period of time to perform the maintenance.
 - b. That, if continued neglect of maintenance or upkeep of modification occurs, Association may order the return of its common ground or property to its original

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state, at Homeowner expense. Under no circumstances will the Association take this action without written notification of Homeowner.

- c. That in the event the condominium is sold by the Homeowner, the Homeowner is required to notify the Purchaser of the existence of the approved modification and the Modification Agreement, and that the Purchaser assumes responsibility for the maintenance and upkeep of the approved modification.
- d. That in the event the approved modification is damaged due to the repair, replacement or removal of a common element (telephone lines, electric lines, sewer lines, gas lines, etc.) repair or replacement of said modification will be borne by the Homeowner.

Homeowner acknowledges and undertakes to pay for all landscaping or maintenance services performed to correct any violations whatsoever under this Agreement. In the event that the Homeowner fails to promptly pay for such services upon the billing rendered by the Association, said expense shall constitute a lien on the Homeowners condominium. It is further acknowledged that in the event such assessment is levied, the Association shall have the right to record a lien on the Homeowner's condominium with the Register of Deeds for Washtenaw County, Michigan and to proceed with necessary litigation including but not limited to foreclosure of said lien.

The attached description of modifications is made part of this agreement.

Homeowner

Date

Homeowner

Date

Address

Phone number

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Description of proposed modification:

Diagram of modification: (attach additional pages/drawings if necessary)

Approved	Not Approved	Signature	Date
_____	_____ Committee chair	_____	_____
_____	_____ Board Member	_____	_____
_____	_____ Board President	_____	_____

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The Pointe at Island Lake Condominium Association

Modification Request/Agreement for an approved screen door

This agreement made between The Pointe at Island Lake Condominium Association, a Michigan corporation of Ypsilanti, Michigan, hereinafter called the Association, and _____ Co-owner(s) of The Pointe at Island Lake Condominium Association located at (address) _____ in Ypsilanti, Michigan, hereinafter referred to as Homeowner:

4. It is mutually agreed:
 - a. That Homeowner has the permission of the Association to make such modifications to the common ground or property of the Association as outlined in the attached description of such modification.
 - b. Only those modifications noted in the description will be permitted by the Association under this agreement.

5. In consideration for same, Homeowner agrees:
 - a. The expense of performing said modification will be borne entirely by the homeowner.
 - b. That complete maintenance or upkeep of said modification is the responsibility of the Homeowner in accordance with the current Rules and Regulations adopted by the Board of Directors.
 - c. If additional insurance is necessary the Homeowner will see that proper insurance is in place to cover the approved modifications. Said insurance will be at Homeowner expense.
 - d. Homeowner understands that if the modification requires digging into the ground, underground utility lines may be encountered. Homeowner agrees to call MISS DIG and herewith accepts financial responsibility for repair of any damage that may be incurred in connection with the approved modification.

6. The following applies if the Homeowner is responsible for the complete maintenance of the approved modification as determined by the current Rules and Regulations.
 - a. In the event that the Association finds maintenance or upkeep of modifications lacking, or after having been so notified in writing by the Association, required maintenance or upkeep will be performed by the Association or its designate at Homeowner expense. No such maintenance will be performed without allowing the Homeowner a specified period of time to perform the maintenance.
 - b. That, if continued neglect of maintenance or upkeep of modification occurs, Association may order the return of its common ground or property to its original

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state, at Homeowner expense. Under no circumstances will the Association take this action without written notification of Homeowner.

- c. That in the event the condominium is sold by the Homeowner, the Homeowner is required to notify the Purchaser of the existence of the approved modification and the Modification Agreement, and that the Purchaser assumes responsibility for the maintenance and upkeep of the approved modification.
- d. That in the event the approved modification is damaged due to the repair, replacement or removal of a common element (telephone lines, electric lines, sewer lines, gas lines, etc.) repair or replacement of said modification will be borne by the Homeowner.

Homeowner acknowledges and undertakes to pay for all landscaping or maintenance services performed to correct any violations whatsoever under this Agreement. In the event that the Homeowner fails to promptly pay for such services upon the billing rendered by the Association, said expense shall constitute a lien on the Homeowners condominium. It is further acknowledged that in the event such assessment is levied, the Association shall have the right to record a lien on the Homeowner's condominium with the Register of Deeds for Washtenaw County, Michigan and to proceed with necessary litigation including but not limited to foreclosure of said lien.

The attached description of modifications is made part of this agreement.

Homeowner

Date

Homeowner

Date

Address

Phone number

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Pre approved screen doors (please mark which door and hardware are to be installed)

- Larson Tradewinds Fullview Screen-Away, Cranberry w/ brass hardware (Lowe's)
- Pella Select 6000 Fullview, Cranberry, Brass hardware part nos. 90566, 91316, 90995 (Lowe's)
- Anderson Emco 3000 Fullview, Wineberry, Brass hardware part no. 2635 (Home Depot)
- Anderson Emco Self-Storing, Wineberry, Brass hardware part no. 24006 (Home Depot)

Other

- Other (requires board approval)

Please attach a picture or brochure of the proposed screen door

<u>For pre-approved doors</u>		Signature	Date
Association Manager		_____	
<u>For other doors not on the list</u>			
Approved	Not Approved	Signature	Date
_____	_____ Board Member	_____	
_____	_____ Board Member	_____	
_____	_____ Board President	_____	

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Association Maintenance

Maintenance responsibilities are determined by the Association's Master Deed and the bylaws. The Association is made up of Common Elements, made up of General Common Elements and Limited Common Elements.

General Common Elements are those that are typically for the use and enjoyment of all members and are a collective responsibility for maintenance. Such items include the roads, roofs, siding, ponds, sidewalks, landscaping and other similar items.

Limited Common Elements have varying degrees of responsibility. They are typically for the sole use and enjoyment of the unit they are assigned, but the responsibilities for maintenance, repair and replacement can vary depending on the item and the documents are written. For example, driveways and porches are limited common elements for the units. However, the association is responsible for maintenance, repair and replacement. Windows and doors are also limited common elements, but the homeowner is responsible for maintenance, repair and replacement.

Condominiums are often sold as "maintenance free" living, which is not totally true. The unit owner (homeowner) is responsible for their interior items and certain limited common elements. Even though the "Association" is responsible, all that means is that we are paying collectively for the repair and replacement of items and we are electing people to make the determination of when and how they will be replaced. We gain the efficiencies of cost sharing and are relieved of the burden of having the work done or making the decision on when to do it.

A good rule of thumb is that exterior maintenance is an association responsibility and interior maintenance is a homeowner responsibility. Any determination on responsibility is made by the Board of Directors in reference with the Association documents and may include the advice of professionals.

The Association has developed a Maintenance Matrix (next page) from the Association documents for ease of use in determining responsibility. The Association documents are the final source of determining responsibility and the board is the final arbiter in making any determinations on claims and responsibility.

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Association Responsibility Matrix

	Association			Co-owner			
	Repair	Replace	Maintain	Repair	Replace	Maintain	
General Common Elements							Notes
Land							
roads	X	X	X				
parking areas	X	X	X				
sidewalks	X	X	X				
landscaped areas	X	X	X				
wetland areas	X	X	X				
woodland areas	X	X	X				
Electrical							
wiring	X	X	X				up to point of connection with outlets
meters	X	X	X				
fixtures				X	X	X	
plugs				X	X	X	
switches				X	X	X	
outlets				X	X	X	
exterior outlets				X	X	X	
Circuit Breakers				X	X	X	
Gas							
transmission lines	X	X	X				up to point of connection w/ fixtures
Water							
distribution system	X	X	X				up to point of entry or connection
fixtures				X	X	X	
meters	X	X	X				
Common sprinkling system	X	X	X				
Fire Suppression System	X	X	X				
Common Sprinkling controls	X	X	X				
Fire Hydrants and equip.	X	X	X				
Sanitary sewer							
Sanitary Sewer System	X	X	X				Up to point of entry or connection
fixtures				X	X	X	
Plumbing							
Plumbing Network	X	X	X				Up to the point of connection Includes shut-off valves, rings, washers
Fixtures				X	X	X	
Telecommunications							
cable	X	X	X				Up to the point of connection
telephone	X	X	X				Up to the point of connection
Other	X	X	X				Up to the point of connection
Construction							
Exterior Walls	X	X	X				not including windows or door walls
Roofs	X	X	X				
Furnace Chimneys	X	X	X				
Foundations/support columns	X	X	X				
perimeter walls	X	X	X				

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Site Lighting

Wiring	X	X	X				
Fixtures	X	X	X				
Posts	X	X	X				
Meters	X	X	X				
Utility and Drainage Easements	X	X	X				
Association			Co-owner				
	Repair	Replace	Maintain	Repair	Replace	Maintain	
General Common Elements							
Notes							

Recreational Facilities

Clubhouse	X	X	X				
Swimming Pool	X	X	X				
Irrigation System	X	X	X				
Mail Boxes and stands	X	X	X				
Association			Co-owner				
	Repair	Replace	Maintain	Repair	Replace	Maintain	
Limited Common Elements							
Notes							

Porches							
Patios				X	X	X	
Balconies				X	X	X	
Entry Decks/Entry Porches	X	X	X				

Garages

Doors	X	X	X				
Exteriors	X	X	X				
Roofs	X	X	X				
Garage Door Openers				X	X	X	
Interior Areas				X	X	X	
Garage Concrete Floor				X	X	X	
Storage Areas	X	X	X				
Mechanical Rooms	X	X	X				
Exterior stairways	X	X	X				
Fireplace combustion chamber				X	X	X	
Driveways	X	X	X				
Heating, ventilation and air conditioning				X	X	X	
A/C compressor				X	X	X	

Duct work is homeowner responsibility
Pad is assoc. resp.

Entry doors

Exterior	X	X	X				
Interior				X	X	X	
Appliances				X	X	X	
Windows				X	X	X	
Door walls				X	X	X	
Screens				X	X	X	

Approved screen doors are co-owner

Including tracks
Including related hardware

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Final Items

It is recommended to keep the management company information with your handbook, as well as any approved modification requests and other pertinent Association information. Other information that should be kept with the handbook should be the yearly budget information, yearly association financial statements, directories and resolutions or additional rules as published by the Association.

The handbook is not intended to take the place of the Association By-Laws, which are legal and binding documents filed with the County. They are a contract between you and the Association, which you are a member of. The Association is not some “other” intended to make your life more difficult, in fact, the purpose of the Association is for shared living under certain agreements and standards as outlined in the Association documents.

If you have any questions, we recommend that you discuss them with a qualified real estate attorney. You may also bring your questions to the management agent and the board of directors, though the board is charged with representing the organization and must look toward the interest of the group over the individual. It is recommended that you seek professional advice from an advocate that you hire to obtain opinions and advice for your personal needs.

Our goal is to enhance your living experience as well as maintaining and increasing your home value to the best of the Association’s ability. We hope that you find this handbook helpful and conducive in making our association a great place to live.