

Landing Condominium Association

Rules and Regulations

August 25, 2022

Introduction:

The Restated Bylaws of The Landing Condominiums authorizes the Board of Directors to manage the business, property and affairs of the Association, including the establishment of Rules and Regulations consistent with the Condominium Act, the Restated Master Deed, and the Restated Bylaws (Restated Bylaws Article VI, Section 12, page 27; and Article X, Section 3, J, page 42).

These Rules are not intended to be a substitute for the Restated Condominium Documents.

In order to have a complete understanding of each topic, Co-owners should read the Rules and Regulations and the appropriate sections of the Restated Condominium Documents.

This document is to serve as a record to show the Rules that have been adopted or amended by the Board and the date on which those decisions were made.

All of the Rules and Regulations in this document become effective on the date they are approved by the Board of Directors. This document will also be placed on the LCA website.

Amending the Condominium Documents requires a two-thirds vote of Co-owners, while creating Rules and Regulations requires a majority vote of the Board of Directors, enabling the development of rules with greater flexibility and timeliness to address situations as needed. Rules and Regulations may be revoked at any time by a vote of the Board of Directors or by a majority vote of the Co-owners entitled to vote (Restated Bylaws Article VI, Section 12, page 27).

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Compliance with Condominium Documents

Please Consult: Restated Bylaws, Article X, Section 3, L, page 42; Article XIV, Section 1, page 48; Article XV, page 49; Article XVI, page 51.

It is the responsibility of the Board to enforce the provisions of the Condominium Documents. When Co-owners observe violations of these documents they may make a confidential phone call to the Property Manager who will investigate the possible problem to include interviewing other parties who may be involved. If the problem is not resolved within 10 working days, the Property Manager will bring the issue to the Board via a written memo that includes the findings of the investigation and any informal attempts to resolve the issue. The same memo will also be sent to the Co-owner who may be in violation. The Board will determine if a violation has occurred and what action will be taken consistent with the Condominium Documents. If a Board member is the subject of the alleged violation, that member will be excluded from the Board consideration of the matter.

Date Adopted by Board: October 14, 2021

Late Fees

Please Consult: Restated Bylaws, Article II, Section 5, page 4

Association fees are set on an annual basis and Co-owners are notified before January 1 of each year the monthly amount due. Invoices are not sent on a regular basis to Co-owners. Association fees are due on the first day of the month. If Association fees are received after the 10th of the month, a \$10 late fee will be charged each month until the Co-owner's account is paid in full. If the amount a person pays is insufficient to cover all charges, then the amount paid will be applied consistent with the Restated Bylaws Article II, Section 5, and a late fee may result if the current month is not paid in full by the 10th of the month. If there are extenuating circumstances, Co-owners may appeal a late fee to the Board.

Date Adopted by Board: 1-16-17 Date Amended by Board: October 14, 2021

Pets

Please Consult: Restated Bylaws, Article VI, Section 5, page 23; Article VI, Section 1. C. (6), page 19

All pets will be leashed or contained, and under control at all times on all common property both inside Condominium Buildings and outside on the Condominium Premises.

Co-owners, lessees, and guests with pets are responsible for cleaning up after their pets, including picking up and disposing of feces from dogs who defecated on lawns, landscaped areas, sidewalks, paved areas, and any other common area. Pet owners should recognize that dog urine may damage lawn grass and other plantings and are encouraged to walk their animals accordingly. Pet owners should clean the paws of dogs before they enter the building to prevent dirt and stain on carpets in hallways and on stairways. Any accidents by pets on common area floors should be cleaned immediately, and stains should be reported to the Property Manager. Extra cleaning of common area carpets or other flooring due to pet stains will be arranged by the Property Manager and the expenses will be reimbursed by the Co-owner who is responsible for the pet that created the stain(s). If the cleaning is necessitated by the pet of a lessee or guest, the Co-owner is responsible for recovering those costs.

Date Adopted by the Board: October 14, 2021

Trash Disposal

Co-owners should make sure that trash container lids are closed and the gates to the area are closed. To maximize use of the recycling containers and minimize costs, Co-owners should break down cardboard boxes before putting them into the bin. Items that may be recycled are listed on the Recycle Bin and on the Association website.

Date Adopted by Board: 1-16-17 Date Amended by Board: October 14, 2021

Decoration and Use of Common Elements

Please Consult: Restated Bylaws, Article VI, Section 3, page 22; Section 9, page 27; Section 11, page 27; Section 13 A, page 29.

All indoor and outdoor common elements, including but not limited to hallways, stairways, entryways, walls, partitions, trees, bushes, and landscaping, shall be free of any personal property and/or decoration including, but not limited to, furniture, mats, shoes, boots, art work, posters, banners, or lighting, unless specifically stated otherwise in the Restated Master Deed, Restated Bylaws, or Rules and Regulations.

Date Adopted by Board: October 14, 2021

Maintenance and Repairs

Co-owner Concerns about Maintenance and Repair of Common Property:

Please Consult: Restated Bylaws, Article X, Section 3, E, page 41

The Association Board of Directors is responsible for the maintenance and repair of Common Property. On behalf of the Association, the Board has contracted with businesses to provide services such as snow removal, landscaping, lawn mowing, trash removal, and cleaning. Unless a Co-owner has been specifically asked to do so by the Board, only the Property Manager is authorized to communicate with these businesses and their employees about their work for the Association. If Co-owners see a problem with the maintenance and repair of common property, they should notify the Property Manager.

Co-owners should not interfere with the work of contractors or attempt to supervise their employees.

Date Adopted by Board: 1-16-17 Date Amended by Board: October 14, 2021

Repairs and Replacements for Limited Common Elements:

Please Consult: Restated Master Deed, Article IV, Section 2, A (6), page 13

Recognizing that all Co-owners implicitly accepted the aesthetics of the buildings when they purchased their Units, it is the intent and responsibility of the Board to maintain the architectural integrity, style and harmony of the development in order to preserve the value of the property for all residents. When Co-owners are repairing or replacing Limited Common Property (such as doors, windows, garage doors) that can be seen from General Common Property, they should replicate the original materials. The Association will provide a list of materials and colors that were used originally. If the designated materials are no longer available, Co-owners should contact the Board of the Association to request alternative materials. The Board has the option to contract with an architect or other design expert to determine optimal replacement materials consistent with condominium style, quality and cost.

Date Adopted by Board: 1-16-17 Date Amended by Board: October 14, 2021

Moving Furniture, Appliances and other Items:

Please Consult: Restated Master Deed, Article IV, Section 2, A (5), page 13

When moving furniture or other items through common areas, Co-owners, their lessees, and their agents, including businesses or individuals who are assisting in the move, should take care not to damage doors, walls, floors, or elevators. If there are any damages, the Co-owner should

contact the Property Manager to report the problem. The Association will be responsible for making the repairs and the Co-owner will be responsible for paying the cost of the repairs.

Co-owners (and their lessees) are encouraged to protect themselves from liability by contacting the Property Manager before a move to have the common areas inspected before and after the move. The Co-owner will receive a written statement from the Property Manager that no damage occurred during the move. In the absence of this inspection and statement, the Board may reasonably assume that any damage to Common Property leading to the Unit where there has been a recent move-in or move-out is attributed to the move and it is, therefore, the responsibility of that Co-owner to pay for the repairs of any damages.

Date Adopted by Board: 1-16-17 Date Amended by Board: October 14, 2021

Repairs within Individual Units:

Please Consult: Restated Master Deed, Article IV, Sections 2, A and 2, B, pages 10 and 13 respectively

It is the Unit owner's responsibility to contact and pay service providers needed for maintenance and repair of their Unit. If a Co-owner requests a person who is working for the Association (such as a handyman) to repair property within a private Unit, then the Co-owner should make arrangements to pay the person for those repairs. In cases where a Co-owner has had vendors investigate a problem, and it is clear the problem has resulted from issues with Common Property or systems, they should contact the Property Manager to coordinate access to Common Property. A Co-owner who alters Common Property may be liable for any damage that they or their repair person has done.

Date Adopted by Board: 1-16-17

Contracting/Hiring:

To avoid conflicts of interest and to promote harmony among Co-owners, the Association will not hire or contract with any Co-owner to provide services. However, if Co-owners volunteer their time with prior approval of the Board, the Association will reimburse them for the reasonable costs of supplies with receipts presented to the Treasurer.

Date Adopted by Board: 1-16-17

TV Antenna and Dish Installation:

Please Consult: Restated Bylaws, Article VI, Section 13, B, page 29

All individual TV Antenna or TV Dish installations must comply with Article VI, Section 13, B of the Restated Bylaws. The installation plan must first be approved by the Property Manager who will advise the Association Board. Final approval will come from the Board. Installations will not be allowed to penetrate any flat roof surfaces. All building penetrations must be properly sealed. Installations must not be visible from Lakeshore Boulevard, from another Co-owner's patio, or from the windows of condominium buildings other than the Co-owner's Unit. TV Dish antennas must not exceed one meter in diameter. All antennas/dishes and their installation hardware must be designed to withstand wind gusts typical of the area and to withstand ice and snow. All cables from the antenna/dish to the Co-owner's Unit must be concealed. The Co-owners of the antenna/dish assume all responsibility for damage, installation cost, and present and future maintenance. The Co-owner is responsible for the removal of the antenna/dish when it is no longer in use or when the Unit is sold. The Co-owner shall be responsible for restoring any antenna/dish installation site to its original condition following removal.

Date Adopted by Board: 1-17-18 Date Amended by Board: October 14, 2021

Vehicles, Parking, Garages and Storage Units

Security:

For the appearance of residential buildings and the security of those buildings that share common hallways, garage doors should remain closed and the exterior person doors for garages should remain locked when a Co-owner is not present.

Date Adopted by Board: 1-16-17 Date Amended by Board: October 14, 2021

Mats in Garages:

All Units that have garages connecting directly to common hallways must have an absorbent mat inside their garages adjacent to the door that enters the hallway. The door mats are to help keep dirt, snow and water from boots, shoes and cart wheels from staining and damaging carpets and floors in hallways and stairways. Co-owners are also encouraged to leave in their garages boots, dirty shoes, and carts that are used predominately outside. This would aid in efforts to minimize dirt and stains in hallways and stairways.

Date Adopted by Board: 1-17-18 Date Amended by Board: October 14, 2021

Parking and Number of Vehicles on Premises:

Please Consult: Restated Bylaws, Article VI, Section 6, page 24. Restated Master Deed, Article VII, Section 12, page 22.

If you own a single car attached garage and do not own a detached garage in the Smith Building:

- The maximum number of vehicles you may have on the premises is 2.
- The maximum number of vehicles you may park in your driveway is 1 (except for Everett Units 28, 30, 31, and 32 which share a common driveway where parking is not possible and instead have designated parking spaces behind the building where they may park one vehicle).

If you own a single car attached garage and also own a detached garage in the Smith Building:

- The maximum number of vehicles you may have on the premises is 3.
- The maximum number of vehicles you may park in the driveway for your attached garage is 1.
- The maximum number of vehicles you may park in the driveway for your detached garage is 1 (although this is not recommended during snow removal).

If you own a double car attached garage and do not own a detached garage in the Smith Building:

- The maximum number of vehicles you may have on the premises is 2.
- The maximum number of vehicles you may park in your driveway is 2.

If you own a double car attached garage and also own a detached garage in the Smith Building:

- The maximum number of vehicles you may have on the premises is 3.
- The maximum number of vehicles you may park in the driveway for your attached garage is 2.
- The maximum number of vehicles you may park in the driveway for your detached garage is 1 (although this is not recommended during snow removal).

If you do not own an LCA residential unit and you own a detached garage in the Smith Building:

- The maximum number of vehicles you may have on the LCA premises is 1.
- The maximum number of vehicles you may park in the driveway for your detached garage is 1 (although this is not recommended during snow removal).

There are 16 parking spaces shared with the Gaines/Adams Condominium. These spaces are identified by two signs "Reserved Parking Residents and Guests" in the row of parking spaces along the retaining wall beginning at the north edge of the Everett Building and continuing to

the north. These spaces are intended for temporary (such as overnight) parking and are not to be used for long-term parking or storage.

Date Adopted by Board: November 3, 2021

Restrictions on Use of Residential Garages:

Attached garages are subject to the same restrictions listed for Non-Residential Units (i.e., storage rooms and detached garages) in the Restated Bylaws, Article VI, Section 1, C, (2) through (7) on pages 18 and 19.

Date Adopted by Board: October 14, 2021

Electricity Use:

The detached garages and storage Units do not have separate electrical meters. Owners must inform the Property Manager if they plan to put any electrical devices (heaters, dehumidifiers, etc.) in these structures. The wattage of the device must be provided to the Property Manager. There may be an additional fee for electricity used. The installation and use of electric vehicle charging stations are described in Article VI, Section 19 of the Restated Bylaws.

Date Adopted by Board: 1-16-17 Date Amended by Board: October 14, 2021

Keys and Keypad Locks

Keys:

The Association will not retain keys for individual condominium Units.

Date Adopted by Board: 1-16-17

Keypad Door Hardware:

Ref: Restated LCA Master Deed Article IV, Section 2., A., (1) j., page 12, 13.

Introduction

The Restated LCA Master Deed assigns Co-owners the responsibility for doors, including locks and hardware (page 12). The Restated Master Deed also provides that the repair and replacement of door locks and hardware must be subject to the Association’s approval “with respect to color, style, timing, material and appearance” (page 13).

The purpose of this rule is to provide instructions to Co-owners who wish to install keypad hardware on the doors for which they are responsible. The door hardware being addressed in this rule is that found on entry doors to LCA Units, doors which typically face Common Property (such as hallways and sidewalks) and Limited Common Property (such as driveways). This Rule does not address doors within Residential Units, doors on the Smith Building or the Storage Building, or the framed glass patio doors of LCA Units.

Schlage door hardware is presently installed in all LCA buildings. All replacement door hardware should be of this brand so the new hardware design and finish will match what is presently in place. If a Co-owner wishes to install a brand other than Schlage, the hardware selected must be identical in style and finish to the approved Schlage hardware. All non-Schlage hardware must be approved by the Property Manager prior to installation. Co-owners are responsible for all costs of the door hardware as well as costs of installation and maintenance.

The LCA Bylaws require any changes to be consistent with the original materials and colors of the buildings. The table below summarizes the finishes that are allowed on the hardware for exterior doors of units.

	Kawbawgam	Baraga	Ripley	Everett
Exterior entry on Lakeshore Blvd	Aged Bronze	Aged Bronze	Aged Bronze	N/A
Exterior Person door of garage	Aged Bronze	Aged Bronze	Aged Bronze	Aged Bronze
Door from hallway to residential unit	N/A	N/A	Aged Bronze	Satin Nickel
Door from hallway to garage	N/A	N/A	Aged Bronze	Satin Nickel

Keypad Door Locks

Co-owners may install door hardware with electronic keypad locking mechanisms on any or all doors for which they are responsible. Depending on building design, this may include the door(s) into the Residential Unit, the door from the hallway into the garage, and the person door into the garage from the outside.

The door lock hardware described here utilizes a numeric keypad on which a unique code is entered to unlock the door. Doors with keypad locks are fairly common, including the keypads used for entrance into the Ripley and Everett Buildings from the lobby. The code is determined and entered by the Co-owner and may be programmed into the lock in fairly simple steps. The keypad locks to be used by Co-owners have a touchscreen on which the code is entered to unlock the door.

These locks are powered by a battery, and owners should have a plan to be able to enter the door if the battery is dead. Owners can monitor the life of the battery, as the locks have a low battery indicator. If the battery fails, there are terminals on the face of the keypad which align with the terminals of a 9-volt battery. Pressing an active 9-volt battery against those terminals powers the lock so it may be opened by entering the appropriate code. Owners should store an emergency 9-volt battery in a place where they can access it if the lock is not working due to a dead battery.

If Co-owners wish to replace their existing door hardware with electronic keypad locks, it is highly recommended they visit the Schlage website (Schlage.com) for the most recent and complete information. The door hardware originally installed at the LCA differs by building, and detailed recommendations are presented for each building.

Specific Information for Kawbawgam and Baraga Buildings

The entry doors on the Lakeshore Blvd. side of these buildings as well as the person doors into the garage on the west side of the buildings have door hardware consisting of a door handle containing the latch and a separate deadbolt lock. Presently, the door is unlocked with a key to the deadbolt lock, and the handle is used to disengage the latch which allows the door to open. If the Co-owner desires, the deadbolt lock on either or both of these doors may be replaced with a keypad device. Following such installation, the door will unlock when the appropriate code is entered into the deadbolt keypad, and then the door can be opened with the same handle presently used.

The keypad lock to be used on doors of these buildings is **Schlage Number BE375 CEN716**. It is a Keyless Touchscreen Deadbolt with Century Trim, in Aged Bronze, and replaces the present deadbolt lock on Kawbawgam and Baraga exterior doors.

Specific Information for Ripley Building

Co-owners who wish to install a keypad lock in the Ripley Building may do so on any or all of the following doors: door into the residential unit from building hallway, door into the garage from the building hallway, and the person door into the garage from the outside. Schlage refers to this keypad hardware as "Touch Keyless Touchscreen Lever with Camelot Trim and Accent Lever".

In the Ripley Building, the keypad lock hardware to install on these door locations is **Schlage Model FE695 CAM 716 ACC in Aged Bronze**. On the residential unit door, this hardware will replace the present door handle and will not interfere with the presently installed deadbolt lock.

Specific Information for Everett Building

Co-owners who wish to install a keypad lock in the Everett Building may do so on any or all of the following doors: door into the residential unit from building hallway, door into the garage from the building hallway, and the person door into the garage from the outside. Schlage refers to this keypad hardware as “Touch Keyless Touchscreen Lever with Camelot Trim and Accent Lever”.

In the Everett Building, the keypad lock hardware to install on the person door into the garage from the outside is **Schlage Model FE695 CAM 716 ACC in Aged Bronze**. In the Everett Building, the door into the residential unit from the hallway and the door into the garage from the hallway require the use of **Schlage Model FE695 CAM 619 ACC in Satin Nickel**. On the residential unit door, this hardware will replace the present door handle and will not interfere with the presently installed deadbolt lock.

Images of Keypad Hardware Recommended for LCA Buildings:



Keypad deadbolt lock in Century Trim for use on **Kawbawgam and Baraga Buildings**. Shown in Aged Bronze. Schlage Model BE375 CEN716.



Keypad Touchscreen lock in Camelot Trim for use in **Ripley Building** on door entering Residential Unit from Building Hallway, door into Garage from Building Hallway, and door into person garage door from outside.

Also for use in **Everett Building** on person door into garage from the outside. Schlage Model FE695 CAM 716 ACC. Shown in Aged Bronze.



Keypad Touchscreen lock in Camelot Trim for use in **Everett Building** on door entering Residential Unit from Building Hallway and door into Garage from Building Hallway. Schlage Model FE695 CAM 619 ACC. Shown in Satin Nickel.

Schlage Door Hardware is available online at sites such as Amazon.com and Build.com. It may also be available from local hardware outlets such as Lowe’s and Menards. It is not available directly from Schlage. After deciding to install any of the hardware identified, consult with the Property Manager before purchasing any hardware.

Remote Door Locks

Co-owners wishing to install locks which employ remote technologies to lock and unlock exterior doors (such as unlocking or locking a door using a cell phone) are encouraged to view information on the Schlage website. Installed locks of this type must be identical in style and color to other door hardware in the building and require approval from the Property Manager.

Doorbell Cameras

Doorbells with built-in cameras, or other similar devices, provide a video and audio record of events outside of an exterior door along with the ability to communicate with someone outside of the door. Such devices are not allowed on exterior garage doors on the back (west) side of LCA Buildings or in building hallways, locations where they may cause privacy issues for other Co-owners. They may be installed on exterior doors on the first floor that provide access to individual condominiums from the sidewalk adjacent to Lakeshore Boulevard. These devices must be approved by the Property Manager before installation.

Disclaimer

This Rule specifies which door hardware may be installed by Co-owners. The Association is not endorsing this hardware and bears no responsibility if the hardware does not meet the needs of the Co-owner.

Date Adopted by Board: August 10, 2022

Leasing and Selling Condo

Leasing Condo:

Ref. Please Consult: Restated LCA Bylaws, Article VI, Section 2, page 19-22.

Introduction

Article VI, Section 2 of the Restated Bylaws contains detailed information on the leasing of Condominium Units and the procedures to be followed when a Unit is leased. Co-owners desiring to lease their Unit should consult this information.

Co-owners preparing to lease their unit must complete all of the steps required in the LCA Restated Bylaws referenced above as well as those listed in this Rule.

Co-owner(s) desiring to lease their Residential Unit are required by the City of Marquette Code of Ordinances to register the rental with the Code Enforcement Division of the Marquette City Fire Department.

Leases of non-residential units (garages and storage units) may be made only to people who are Co-owners or renters of residential units in The Landing Condominium Association (LCA) or the Gaines-Adams Condominium Association (GACA).

Required Items to be Included in Lease

In addition to the items to be included in leases outlined in the Bylaws (page 19), leases must comply with the following requirements:

- a. Leases must be for a minimum of a 12-month period. The 12-month period for the lease may not begin, and the tenant(s) may not take occupancy, until the lease is approved by the Board of Directors.
- b. The lease must prohibit subletting or assignment of the lease.
- c. The lease must include wording that the tenant(s) has received from the landlord copies of the Restated Bylaws, and Rules and Regulations of The Landing Condominium Association (lease should include date of the version of Rules and Regulations provided) and agrees to abide by them.
- d. The lease must include the mailing addresses, email addresses and telephone numbers of the Co-owner, the tenant, and the Co-owner's real estate agent or manager, if there is one.

Process for Lease Approval

The process for approval of the lease by the Association Board of Directors is:

1. The Co-owner submits to the LCA Property Manager via email a lease that complies with the Bylaws and this Rule at least 10 days before presenting it to a potential tenant.
2. The Property Manager reviews the lease and sends it to the Board.
3. The Board reviews the lease and votes on whether to approve it or reject it within 10 days of the time the lease was received by the Property Manager.
4. The Property Manager sends email notification to the Co-owner who submitted the lease that it is approved or rejected by the Board.
5. If a lease is rejected, it may be revised and re-submitted. The 10-day period for review and approval starts when the revised lease is submitted to the Property Manager.
6. After the lease is signed, the Co-owner will send a signed copy to the Property Manager who will use this checklist for review of leases after they are signed:
 - The lease has contact information for Co-owner, tenant, and Co-owner's real estate agent or manager, if any.
 - The tenant of a residential unit is not renting any other residential units at The Landing.
 - The tenant is not a corporation.
 - The renter of a garage or storage unit is a Co-owner or tenant in LCA or GACA.
7. If any of the conditions in the checklist are not met, the LCA will inform the Co-owner that the lease is out of compliance with LCA documents and take actions outlined in the Bylaws, Article VI, Section 2, C (3), on page 21.

Extending Approved Leases

Leases approved by the LCA Board of Directors that are extended beyond the termination date in the lease need to be re-submitted for approval by the Board if there are any other changes in the lease, or if a new lease is signed by the landlord and tenant. If there are no changes in the lease other than extending the date, the landlord can simply notify the Property Manager by email that the lease has been extended and provide the new termination date.

Co-owner Responsibility for Actions of Tenants

Co-owners are reminded that they are responsible for the actions of their tenants.

The Co-owner must inform the Property Manager when a tenant is moving in or moving out of the Unit and be prepared to pay the cost of any damages to Common Property as a result of the move.

It is the policy of the Board that lessees will not receive communications from the Association intended for Co-owners. It is the responsibility of Co-owners to forward relevant information to their tenants.

Date a portion of this rule was Adopted by Board: 1-16-17

Date rule was first Amended by Board: October 14, 2021

Date rule was amended a second time: August 10, 2022

Information Required for Co-owner Sale of Unit

Please Consult: Restated Bylaws, Article IV, Section 1.B. (2), page 10, Article VI, Section 22, page 35. Mich. Admin Code, R 559.507 (states the requirement to maintain a list of mortgagees)

Co-owners are required to provide specific information to the buyer prior to selling their Unit, and the buyer is required to provide specific information to the Association. This is to assure that both the buyer and the Association have received information as required in Article VI, Section 22 of the Restated Bylaws for the conveyance of a Unit. This exchange of information will be facilitated by completion of the form Information Required for Sale of Real Estate at The Landing Condominiums, which may be obtained from the Property Manager, the Association website, or on the following page of this document. In order to ensure that this exchange of information has occurred, the sale of property within the Association must be approved by the Board of Directors. **The sole requirement for Board approval of a sale is the completion of the form described above.** After a completed and signed form is submitted to the Property Manager, the Board will approve the sale as quickly as possible. If approval of a completed and signed form hasn't been provided within 10 business days, the Board will have forfeited its responsibility in this matter and the sale may proceed.

Date Adopted by Board: October 14, 2021

Information Required for Approval of Sale of Real Estate at The Landing Condominiums

Submit completed form to manager@landingca.com

1. The seller(s)
 - a. Name(s): _____
 - b. Address: _____
 - c. Phone number: _____
 - d. E-mail: _____
 - e. Name of real estate agent or attorney: _____

2. The buyer(s)
 - a. Name(s): _____
 - b. Address: _____
 - c. Phone number(s): _____
 - d. E-mail address(es): _____
 - e. Name of real estate agent or attorney: _____

3. Name of the title company that is handling the closing: _____

4. The expected date of the closing: _____

5. The expected date of occupancy by new owner: _____

6. What is being sold? (Check all that apply.)
 Condominium (number of condominium: ____)
 Storage Unit (number of storage unit: ____)
 Free standing garage: (number of garage unit: ____)

7. The amount of outstanding payments owed to The Landing Condominium Association:
_____ as of (date) _____.

Certification by seller

The signature(s) of the seller(s) below indicate that all information in questions 1-7 on this application is accurate, true and complete.

Signature(s) of Seller(s)

Date

Certification by buyer

8. Is the buyer a corporation or a trust? yes no

If yes, the name (s) of the person(s) who will be living at the condominium and their telephone numbers and email addresses:

9. The initials of the buyer in this section certifies that the buyer has received the following documents from the seller (buyer should initial each item and then sign):

Restated Master Deed for The Landing Condominium Association including Bylaws.

Rules and Regulations for The Landing Condominium Association (version dated: _____)

Due Care Plan prepared by the developers

Name, address, phone number and email for the Property Manager of The Landing Condominium Association.

10. Is there a mortgage on this property? yes no

If yes, name of company with first mortgage: _____

11. The buyer has homeowner's insurance for this property, including liability insurance, with the following insurance company: _____

The signature(s) of the buyer(s) below indicate that all information on this application is accurate, true and complete:

Signature(s) of Buyer(s) _____
Date
XX

To be completed by Property Manager

Date completed application was received: _____

Date of approval by Board of Directors of The Landing Condominium Association: _____

Association Meetings

Legal Representation at Association Meetings:

Ref. Restated Bylaws Article IX, Section 1. Page 38. Restated Bylaws Article VIII, Section 7, Page 37.

Introduction

The LCA Restated Bylaws addresses attendance at meetings of the Association in Article IX, Section 1 on page 38 as follows:

“Only Co-owners in good standing, and their legal representatives, may speak at meetings of the Association and/or address the Board or Co-owners at such meetings.”

Co-owners may designate a “legal representative” to represent them at Association meetings either by providing a proxy or by preparing a Power of Attorney (POA) document. The intent of this Rule is to provide guidance to Co-owners who wish to employ one of these methods. A proxy holder and an individual designated in a POA document may represent Co-owners at the Association Annual Meetings as well as Regular or Special Meetings of the Board of Directors in the same manner as the Co-owner. These types of representation apply only if the Co-owner will not be physically present at the meeting or attending by electronic means. If the Co-owner attends the meeting, the legal representation will reside with the Co-owner and the Legal Representative’s authority is suspended for that meeting. The representation described here is not intended to increase the number of individuals from one Unit who may attend, vote, or address the Board or Co-owners at Association meetings.

Proxy

Co-owners may designate an individual to attend an Association meeting as their legal representative by providing that person with a signed, dated, written statement (the proxy) which identifies the individual who will be their representative at the meeting specified on the form. The proxy form must be presented to the Secretary of the Association (or the Property Manager) before the start of the meeting. The individual holding the proxy is commonly another Co-owner, and that individual may attend the meeting and speak on behalf of the Co-owner and cast the Co-owner’s vote(s) by the methods identified in Article VIII, Membership and Voting, p. 36 of the LCA Restated Bylaws. A proxy is valid only for the meeting indicated and if the Co-owner granting the proxy attends the meeting the proxy is no longer valid.

Power of Attorney

Co-owners who have prepared a Power of Attorney (POA) document may designate a legal representative in that manner. The POA document is a legal statement in which an individual identified as the Principal (the Co-owner in this case) identifies an individual (the Agent or Attorney-in-fact) who is authorized to act on behalf of the principal in specific situations. For use in this setting, the Power of Attorney document must conform to Michigan Law MCL

700.5501. Either the Principal(s) or the Agent must provide the Association Board with the documentation which establishes this arrangement. Once the documentation has been judged by the Board to be authentic and a copy is placed on permanent file by the Association, the Agent may attend Association meetings and speak on behalf of the Co-owner and cast the Co-owner's vote(s) by the methods identified in Article VIII, Membership and Voting, p. 36 of the LCA Restated Bylaws. If the Co-owner who prepared the POA document (the Principal) attends the meeting the authority of the Agent is no longer valid for that meeting. The representation established through the POA document will end when it is revoked by the Co-owner(s) who prepared the document or upon the death of the Co-owner(s).

Date adopted by Board: August 10, 2022

Nomination for Board Election:

Ref. Restated Bylaws Article X, Section 2. Page 40. Restated Bylaws Article VIII, Section 7, Page 37.

Introduction

The purpose of the Rule is to clarify the process by which Co-owners may be nominated for election to the Board.

Call for Nominations

The current Board President will send out a Call for Nominations to all Association Co-owners no less than 3 weeks before the Annual Meeting at which the election of Directors will be held. This call will be in writing via email and will identify a 2 week period during which written nominations will be received by the President. Co-owners may nominate themselves or they may nominate another Co-owner, provided that the nominee agrees in writing via email to serve on the Board if elected. Both the Co-owner making the nomination and the nominee must be in good standing and not in default of any provision of the Condominium Documents.

Personal Statement

The nominee is encouraged to prepare a one or two paragraph personal statement indicating their willingness to serve the 2 year term on the Board. The statement also typically includes experience of the nominee which could be relevant to Board service. The personal statement, and the nomination if made by another Co-owner, should be sent by email to the President who will distribute it via email to all Co-owners at least one week before the Annual Meeting. This provides that Co-owners have time to read the statements from the nominees and those voting by proxy are able to submit their vote knowing the complete slate of candidates.

Annual Meeting

At the Annual Meeting when Board members are to be elected, nominations from the floor will be accepted only when there is a Board vacancy without a Co-owner having been nominated for that vacancy during the nomination period. Persons nominated from the floor must be present in person or electronically to accept the nomination and may make a verbal statement in lieu of a written statement.

The voting procedure for Election of Co-owners to the Board of Directors at the Annual Meeting is described in Article X, Section 2 of the LCA Restated Bylaws on page 40 as follows:

“The election of Directors will occur at a duly called Annual Meeting at which a quorum is present. . . . Election to the Board conducted at the Annual Meeting will be by secret ballot, and each successful candidate must receive a majority of the votes cast.”

If there are an equal number of nominees and open positions, a motion of acclamation may be made by a Co-owner in lieu of casting secret ballots.

During the Board election, write-in votes received by a Co-owner will not be recognized if that Co-owner has not gone through the nomination process.

Date Adopted by Board: 8-24-2022