
COLONIAL ACRES

PHASE V, INC.

*RULES AND
REGULATIONS*

Members are responsible for their guests

REVISED
SEPTEMBER 1, 2022

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS.

Table of Contents

	<u>Page (s)</u>
Contents.....	1-2
Section I <u>Introduction and Other Important Information:</u>	
Message from the Board of Directors	3
Things You Should Know.....	4
Insurance.....	4
Property Manager	4
After Hours Emergency	4
Monthly Maintenance Fee.....	5-7
Assessment of Fines.....	7
Insurance	7-9
Sale or Rental	10
Section II <u>Buildings and Grounds:</u>	
Landscaping, Fire Rings and Storage Units	11
Exterior alterations.....	12
Patio Enclosure	12
Finished Basements	13
Storm Doors	13
Replacement Windows.....	13
Front Entrance Door Replacement.....	14
Courtyard Gate and Porch Railings.....	15
Exterior Decorations.....	15
Courtyard Decks	15
Window Treatments.....	15
Roof Covering over Rear Deck or Cement Slab.....	15-16
Rear Privacy Fence.....	16-17
Fireplace Installation and Maintenance.....	17
Basement Leaks.....	17
Courtyard Salt.....	17
Sun Tunnels	17

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS.

Table of Contents (Cont'd)

Section III Miscellaneous:

Parking and Parking Spaces.....	18-19
Snow Removal	19
Swimming Pool Rules.....	20
Pets.....	21
Winterization of Units	22
Sign Restrictions.....	23

Section IV Clubhouse:

Clubhouse Committee	
Formation	24
Election of Officers	24
Officer's Duties	25
Committee Responsibilities.....	25
Operation	26
Procedure	26
Access.....	26
Member Responsibilities.....	27

Section V Approval Forms

Sale of unit.....	28
Patio Enclosure and Finished Basements	29
Finished Basements (Owner Installed).....	30
Replacement Windows.....	31
Front Door Replacement.....	32
Roof over Rear Wood Deck or Cement Slab.....	33
Rear Privacy Fence	34
Satellite Dishes and Other Exterior Send or Receiving Devices.....	35
Awning Installment	36
Pets.....	37
Rental of Unit Policy	38-40

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS.

Section I

Introduction and Other Important Information

Dear Member,

This booklet contains information on established rules, regulations, and procedures. These rules are subject to change from time to time. You will be notified of any changes or additions in procedure through the monthly newsletter or by direct mailing or direct delivery.

The Colonial Acres Cooperative Complex is private property and as such the city of South Lyon has no authority to set rules and regulations.

PLEASE REVIEW THE MONTHLY NEWSLETTER FOR ANY SUCH CHANGES OR ADDITIONS AND ADD SUCH AND ADD SUCH NOTICES OF CHANGE TO THIS BOOKLET.

The Board of Directors can't keep you informed if you do not read the notices. Failure on the part of the Member to heed this information could cause the Member unnecessary expense and/or charges to their maintenance fee.

Should the Member wish to do anything to the outside of their unit that is not covered in this booklet, the Member should contact the Property Management Office for advice or attend the monthly Board of Director's meeting.

The Board of Directors and Property Management Company have prepared this booklet, but do not accept responsibility for informing the Member of each and every circumstance that could come about. If the Member is unsure of some rule they should contact the Property Management Office, or attend monthly Board of Director meetings or contact other knowledgeable sources; such as a licensed insurance agent for questions that such a source specializes in.

The cooperation of each Member in following these Rules & Regulations is the foundation of a well maintained, enjoyable and peaceful use of all the facilities at Colonial Acres for all Members.

FIREWORKS ARE NOT ALLOWED ON THE PROPERTY.

Thank you for your cooperation.

The Board of Directors Colonial Phase V, Inc

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS.

Section I

Introduction and Other Important Information

These Rules and Regulations are an important part of each homeowner's files

Things You Should Know:

We are aware that the size of this brochure can be overwhelming. However, we ask everyone to review these which include highlights of areas that you should read in order to protect yourself. Be informed!

Insurance:

We have two kinds of insurance.

- CA Phase V Major Policy. This is the policy on our buildings and property (the ground they are built on). This Policy has a \$10,000 deductible.
- Homeowner's Policy. This is the policy that each of us, individually, should carry and covers all personal belongings as well as any additions individuals add on to their unit such as Sunrooms, Finished Basements, Central Air Conditioning etc. Don't forget to add Flood Protection and Assessment Fees. If you have questions, contact your Insurance Agent. Be Protected!

The current Property Management Company and their phone numbers are listed in the monthly newsletter.

If there is no answer, please leave the following information:

- Name of Property you are calling from, i.e., Colonial Acres Phase V
- Your name
- Your building and unit number
- Your phone number
- A brief description of the problem

Any request for emergency service after 5:00PM or on the weekends you MUST call the AFTER HOURS EMERGENCY NUMBER LISTED IN THE MONTHLY NEWSLETTER.

What constitutes an Emergency? Fire - Call 911
Leaking Hot Water Tank No Heat
Flooding of a unit Water Main Break

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS.

Section I

Introduction and Other Important Information

Maintenance Fees:

Maintenance Fees paid by check must be written to **Colonial Acres Phase V** and include your building and unit number. **They should be mailed to the Management Company or dropped in the box at the clubhouse. Any bounced check or ACH will require guaranteed payment for 11 months. ie money orders or bank cashier's check.**

Your monthly maintenance fee includes, but is not limited to the following:

Lawn Care:

Mowing, fertilizing and weed control, original grass replacement and underground sprinkler maintenance.

Snow Removal:

See details Section III of this booklet.

Boilers, Furnaces, and Hot Water Heaters:

Cleaning of boilers and furnaces is included. For repair and or replacement of boiler, furnace, or hot water heater, please call the Property Management Office. **Cleaning schedule is posted in clubhouse every three (3) years**

Insurance:

Exterior Building insurance is included. See details on page 7 and 8 in this Section

Basement Wall Crack Repair:

See details Section II in this booklet.

Exterior Maintenance:

All exterior maintenance is included; painting, roof repair or replacement, cement and asphalt. These repairs are done at the Board of Directors discretion. If you have a concern, call the Property Management Office for service. Maintenance coverage can be void due to Member /Occupants changes or damage caused by the Member. Windows are not covered under the maintenance agreement. See details in Section II of this booklet.

Trash Pick-up, Water and Sewer:

Trash and recycling are picked up on a weekly basis. Water and sewer charges are included in the monthly fee. Please be conscious of use of water as this will be reflected in Phase V's quarterly water and sewer charge.

Trash Pickup Schedule:

Pick up day is Monday. The pickup begins early in the morning. Containers only may be placed at the curb on Sunday evening after 5:00 PM. Plastic bags should only be put out on Monday mornings. If bags have to be put out Sunday evening a tablespoon of ammonia in the bag will discourage critters from getting into the plastic bags.

Should Monday fall on a holiday, **Visit the South Lyon website for details at www.southlyonmi.org** Trash in cardboard boxes, stones, broken cement etc., will not be accepted.

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS.

Section I

Introduction and Other Important Information

Maintenance Payments:

Member maintenance payments are due the 1st day of each month. Maintenance payments received at the Property Managers office or placed in the drop box after the 10th day of the month will be subject to a late fee.

Members will not receive any type of coupon book. Make Payment

to: Colonial Acres Phase V, Inc.

Mail to c/o the Management Company at the address shown in the monthly newsletter.

Payments may also be put in the Drop Box at the Phase V Clubhouse located in the entry hall next to the sign in book **or at the outdoor drop box by the pool**. Be sure to include your building and unit number on your check. Our property Manager may also offer "Automatic Debit" payment for monthly maintenance fees. For more information, contact the Property Manager.

Maintenance Fees Cover

Expenses:	Expenses:
<u>Administrative Expenses:</u>	Maintenance Expenses
Permits & Fees	Maint. & Repair Supplies
Office	Maintenance Contract
Bank Fees	
Management Fees	Personnel Expenses:
Legal Expenses	Work Comp Insurance
Accounting	
Clubhouse	Utility Expenses:
	Electric (individual usage excluded)
<u>Operating Expenses:</u>	Water & Sewer
Pond	
Pest Control Lawn Mowing	Land Lease
Trimming & Replacement (when needed)	
Fertilizing Lawn Weeding Curbs &	Insurance:
Beds	Property & Liability
Tree Trimming & Removal Pool	
Expenses	
Snow Removal	Reserve:
	Operating Reserve

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS.

Section I

Introduction and Other Important Information

Pest Control:

The cooperative has a contract with a pest control company. This coverage is primarily limited to insects on the inside of the Members unit. If you have a problem, contact the Property Managers at the number listed in the monthly newsletter. **If the pest issue is due to neglect or cleanliness, charges will be applied to the members account.**

NOTE:

Residents must not feed Birds, Cranes, Geese, Ducks, Skunks, Raccoons, Opossums and or other wildlife. Violators will be subject to the Assessment of Fines procedure located in the Rules & Regulations Miscellaneous Section. **The member can be charged for any feeders removed from common areas.**

Land Lease:

Refer to your lease agreement if you have any questions.

ASSESSMENT OF FINES:

1. The violation by any Member or guest of any of the provisions of the Bylaws or the Rules and Regulations of Colonial Acres Phase V, Inc. shall be grounds for the assessment of monetary fines by the Board of Directors.
2. The procedure to levy fines for such violations will include advance written notice, of the nature of the violation, to the Member plus an opportunity to present evidence in defense of the alleged violation at the next board meeting. The Board of Directors shall give the Member written notice of the date, time and location of the meeting.
3. After the above appearance, or by default by the Member, the Board of Directors shall decide by majority vote, whether a violation occurred.
4. Although no fine shall be levied for the first violations, continued or subsequent violations will result in fines of \$25.00, \$50.00, and \$100.00 as the violations continue. **See snow removal page for snow violation fees.**
5. Fines must be paid along with the regular monthly maintenance fee at the first of each month. Failure to pay the fine will subject the Member to court action for recovery of such funds, late fees, plus the cost of the proceeding and reasonable attorney fees.

Insurance on Additions to the Member's Unit:

The Cooperative maintains a comprehensive fire and windstorm type insurance policy covering all buildings in the Cooperative. The premium is paid from your monthly maintenance payments.

The policy covers only your basic unit , not Patios or Basement Improvements and Other Structural Additions to your unit. Also, this policy DOES NOT COVER: your furniture, carpeting, draperies, and other personal items. The Master Policy does not cover floods. You may purchase flood insurance on your policy if you wish. The Master Policy carries liability insurance, but you must also carry liability insurance on your individual policy.

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS.

Please check your own "contents" insurance policy to determine if you have adequate specific coverage for additions to your unit. An Insurance work sheet is on the next page.

The deductible on the Master Policy will be charged to the Member who has a claim. You should request that your individual policy includes Loss Assessment Coverage; this coverage will pay the \$10,000 deductible down to your individual deductible that you have selected. Loss Assessment Coverage can cover other types of special assessments also.

The Board of Directors and the Property Management Company are not licensed insurance agents. Therefore, your agent should review the Articles of incorporation of Colonial Acres Cooperative Phase V, Inc. and the By-Laws to ensure that you have adequate coverage.

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS.

Section I

Introduction and Other Important Information

INSURANCE WORKSHEET:

Colonial Acres Phase V, Inc. has a master insurance policy that will cover your unit to the basic cost. **NO OPTIONAL ITEMS ARE COVERED UNDER THE MASTER POLICY.** The master policy also carries liability insurance for the cooperative. This insurance is included in your monthly maintenance fees.

The following are items that **you will need to insure:**

DWELLING & IMPROVEMENTS:

OPTIONAL ITEMS.....
*FREE OPTIONAL ITEMS.....
FLOOR COVERING (Carpet, vinyl, wood etc).....
WINDOW TREATMENTS (drapes, blinds etc).....
MISC. (awnings, railing, landscape etc).....
FINISHED BASEMENT

*You may have received free optional items when you purchased your Unit, these need to be covered under your own insurance policy.

PERSONAL CONTENTS your insurance agent will help you determine the amount.

LIABILITY INSURANCE your insurance agent will help you determine the amount.

FLOOD INSURANCE Flood insurance IS NOT COVERED UNDER THE MASTER POLICY. If you want flood insurance, speak with your insurance agent.

WATER DAMAGE It is recommended that you obtain additional coverage for water damage caused by broken pipe, sewer back up and basement wall leaks etc.

LOSS ASSESSMENT COVERAGE

The deductible on the master policy is \$5,000. IN MOST CLAIMS, THIS DEDUCTIBLE WILL BE CHARGED TO THE UNIT OWNER(S) WHO HAS FILED A CLAIM. You should request that your individual policy includes LOSS ASSESSMENT COVERAGE. This coverage will pay the \$10,000 deductible down to your individual deductible that you have selected. PLEASE VERIFY THIS INFORMATION WITH YOUR INSURANCE AGENT.:

- If you did not buy the unit new, find out what the original purchaser was charged for the unit and what optional items were included.

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS.

Section

Introduction and Other Important Information

Sale and Rental of Units:

Requirements for Sale and/or Rental of a Member unit:

- The Member must immediately notify the Property Management Office in writing of their intention to sell or rent their unit. This document must include the proposed price and terms of the sale or rental. **A form is included in Section V of this booklet.** Also available on the Colonial Acres Phase V website <https://www.colonialacresphasev.com> or by inquiring to a Board Member.
- Mail your notification of sale or rental to the Property Management Office or place the document in the drop box at the Clubhouse.
- The Cooperative Corporation has the first right to purchase the Member unit at your price and terms within 30 days. Should the Cooperative Corporation decline their first right to purchase, the Member may sell their unit either as "For Sale by Owner" or list with any Realtor of the Members choice. **Should there be a change in the proposed price or terms of sale the Member MUST notify the Cooperative Corporation in writing of such new terms.**
- After the Member has sold their unit they must contact the Cooperative Corporation through the Property Management Office.

Rental of a unit requires that the tenant be approved as if they are a qualified Member by the Cooperative Corporation. *For unit rental; refer to Articles of Incorporation, Article XVI(C)*

For full requirement upon selling your unit refer to the By-Laws and Articles of Incorporation particularly the following:

By-Laws:

- Article I, Section 3 through 5
- Article III, Section 1 through 6
- Article IV, Section 1 and 2

Articles of Incorporation:

- Article XV, a through f
- Article XVI, a through c

See attachments on page 38 – 40 for Rental Policy details and forms

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS.

Landscaping:

Flags:

No **permanent** standalone flag poles are allowed. A removable flagpole is allowed. The flagpole can be no higher than the eaves of the building. **The flag should not impede sidewalk area.**

Trees in Courtyard:

Trees in the courtyard are allowed, however they must be a dwarf-type with a maximum height no higher than the eaves of the building. When planting trees and shrubs, there should be a reasonable distance from walls, fences and sidewalks. Members are responsible for damage caused by roots or branches to walls, fences and sidewalks.

Courtyard Landscaping:

Plantings within the courtyard walls or fences, hidden from view of the street are for the Member to decide. Plantings may include shrubs, annuals, perennials, vegetables and ground cover in bedding areas. Decorative stones, patio blocks, decks, small statues, and figurines are allowed. Bare dirt or wood chips as a ground cover except for bedding areas are not allowed. All areas within the courtyard are to be kept weed free. Creating mounds of dirt along courtyard walls or fences is not allowed because dirt will damage wood and brick.

Fire Rings:

Portable fire rings are allowed but they must be at least 30 feet from any structure when in use. A working fire extinguisher must also be present. **No permanent fire rings are allowed.**

Storage Units:

Storage units may be installed in the courtyard; however, it must be removable in order to access courtyard walls, or fences. Storage units may not exceed the height of the courtyard wall or fence. Rubbermaid types are recommended. Trash containers must be kept in the front courtyard or inside the unit.

Rear Planting Area:

Your property ends 18" beyond your deck or Florida room or rear patio/deck. The remaining is common area. This is the area next to your rear patio/patio enclosure or deck. No wood chips, decorative bark, artificial flowers or statues are allowed. Flower or other bedding in these areas are allowed. The Member is responsible for maintaining this area at all times. Concrete may not be poured in this area. The only items allowed in the rear landscaped area are BBQ grills, outdoor furniture and bicycles. **A storage unit is allowed no higher than the bottom of the window.**

Landscaping of Common Areas:

These are any and all areas other than the front courtyard and rear landscaped areas defined above. Members may not do any landscaping in common areas without written consent from the Board of Directors. **Submit your request to the Property Management for Board Review.** A diagram indicating the location and measurements must be included in the written request.

Organic natural stones are allowed for the planting area in front of the courtyards.

Special Planting:

After obtaining **written** permission from the **Property Management Board of Directors** to plant in common areas, you are required to maintain these plantings. This includes trees as well. Should a Member sell their unit the maintenance responsibility for these plantings are passed on to the new owner. It is the Member's responsibility to inform the new owner of their responsibility.

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS.

Exterior Alterations:

Any exterior alterations (unless provided within these Rules and Regulations) are prohibited. There are no exceptions to these rules.

Should any items attached to the exterior of buildings, courtyard walls or fences cause damage, it will be the Member's responsibility to repair such damage.

In the event that any items need to be removed to make necessary repairs, painting etc., that are the Cooperatives responsibility, it will be the Member's responsibility to remove such items.

Should the Board of Directors determine that any exterior items are offensive or not tasteful; the Board of Directors may require such items be removed, even if such items fall within these rules. This policy will be enforced by the Board of Directors as follows:

- Send a written notice to the Member to correct the violation within 15 days.
- If the violation is not corrected within 30 days of receiving the written notice, the Board of Directors shall correct the violation and bill the Member for any cost incurred by the Cooperative.

Failure to correct the **violation of any of these rules will result in a fine. See Assessment of Fines regulation located on page 26.**

Patio Enclosure/sunroom and Finished Basement:

Patio enclosures and finished basements must be added to your own insurance policy. Talk with your insurance agent to determine the amount. Patio enclosures or any basement finishing may be contracted through a contractor of your choice, providing the following procedures are followed:

- All contractors must be licensed by the State of Michigan
- The contractor must supply a "Certificate of Workman's Compensation and Liability Insurance to the Property Management Office.
- The contractor must pull all necessary permits from the city of South Lyon. A final inspection copy must also be filed with the Property Management Office.
- The contractor must match the color of the exterior of the patio enclosure.
- Patio enclosure additions must conform to the existing patio enclosures, same style of windows, roof, siding and paint.
- An approval form must be submitted to the Property Management Office before work may begin.

Patio Enclosure/sunroom Maintenance:

It is the Member's responsibility to maintain the roof, paint, caulking, windows, etc, on the patio enclosure at the same color and quality as the rest of the building.

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS.

Section II
Buildings & Grounds

Finished Basements:

The Member may finish their own basement providing all proper permits have been drawn.

- Electrical
- Plumbing
- Rough carpentry
- Inspection by the city of South Lyon Building Department, a final inspection copy must also be filed with the Property Management Office.
- An approval form must be submitted to the Property Management Office before work may begin.

When the basement is finished, access must be provided to the inside shut-off valves for the front and rear outside faucets. Access must also be provided for plumbing in the floor truss area. Do not drywall the ceiling in the basement. Installed drywall in the ceiling limits access and can cause soot problems due to lack of air circulation. If drywall is installed and access is required for repairs, it will be the Member's responsibility for the cost of removal and repair.

The a forementioned procedures have been established to protect the Member and the Cooperative Corporation from lawsuits as a result of personal injuries and/or property damage.

Storm Doors and Storm Windows:

Any style front storm door may be installed; however, the color must be **one of the approved colors set by the community.** Tan, Cream, White or Brown.

Replacement Windows:

Windows are the responsibility of the Member. Before installing replacement windows, written approval is required from the Board of Directors.

The Board of Directors does not advocate the installation of any particular window manufacturer. That choice is strictly up to the Member. The style of window (vertical slider, casement, or bay) shall be at the discretion of the Board of Directors. All windows must meet ingress and egress codes of the city of South Lyon Building Department.

Replacement windows must fit the existing window opening and new window trim must not overlap the wood trim. Window color must meet the following criteria:

- Vinyl buildings must install either a darker shade of tan, cream, white **or brown.**

Interior color is solely the choice of the Member. Any damage caused to the building due to replacement windows is the Member's responsibility. Glass block replacement of any window in the building, except the basement window is prohibited.

Upon completion of window installation, the Member must contact the Property Management Office for final inspection. Installations that do not meet the specified criteria in the window form are the responsibility of the Member to correct.

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS.

Section II

Buildings & Grounds Cont.

Front Entrance Door Replacement:

Members wishing to change their front door must adhere to the following requirements:

Benjamin Moore paints HC152-(blue) HC154-(navy) CW520-(green) CW335(red)

- The replacement door must be an **Exterior Door** and may be wood, fiberglass or metal.
- Exterior color may also be one of the original colors of:
A light shade of **tan, cream, white or brown.**
- An approval form must be submitted to the Property Manager's office before work may begin.

Courtyard Gate and Porch Rail Installation:

The Member may install a gate at their courtyard entrance and a railing on the front porch of their unit. The gate and or railing may be of wood, iron, aluminum, or composite material. Wood gate and railing installations are to be painted or stained to match the building color or be a natural wood tone. If using composite material, it must be as close to the building color as possible. The gate or railing using iron or aluminum material is to be painted in the following colors;

- Black
- Brown
- White
- Tan

Gates and railing are to be kept in good repair by the Member.

Exterior Decorations Attached to Bus stops:

Should either of the Members, object to the entrance way items for any reason, none of the items will be allowed. Decorations are allowed on the exterior of the unit, on the courtyard wall or fence facias and shrubs etc. The Members are responsible for any damage to the building structure. **NOTHING CAN BE ATTACHED TO THE VINYL SIDING.**

Courtyard Trash Storage: No trash and/or trash containers can be stored in the bus stop area.

Courtyard Decks:

The Member may build a deck within their courtyard however, when constructing the deck, they should allow for the deck boards to be removed to access the walls for paint and/or repair

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS.

Section II

Buildings & Grounds (cont'd):

Window Treatments:

The Member is required to install " window treatments" on all windows in the unit with the exception of the enclosed patio, small basement windows, the front entrance door windows and windows beside the front entrance door within 3 months of final closing. There are no restrictions as to style or color. Window treatments are defined as; Draperies, Curtains, Shades, Blinds, Valances etc. Flags, blankets, sheets etc. *are not allowed.*

Awning (Retractable): *New in 2022*

Members wishing to install or replace an awning to the front or back of unit. The awning must adhere to the following requirements:

- **The awning must be only for the width of the front bay window in courtyard or (8x10)**
- **The width of the back sliding glass door to patio or deck. (10x12)**
- **Awning cannot extend beyond any patio or deck.**
- **Must be retractable**
- **Member must agree to have the awning in the retractable state when not in use, out of town or extended time away from the unit.**
- **Member must accept full responsibility of the awning and any future structural issues that could arise from the installation of an awning.**
- **Member MUST advise any potential buyer, broker or salesperson of the responsibility of the added awning and the liability of any damages if they sell.**

The color must be as follows:

- **Dark brown**
- **Navy**
- **Burgandy**
- **Pin stripped of those colors above**
- **A picture of the proposed awning must be submitted with the approval form.**

Section II

Buildings & Grounds

Roof Covering Over Rear Deck or Cement Slab:

The Member may build a roof over the 10 x 12foot wood deck or cement slab originally installed by the builder at the rear of their unit. Members who build a roof over the deck or cement slab lose maintenance coverage for the deck or cement slab. Maintenance of the deck or cement slab automatically becomes the responsibility of the Member.

Roof construction may be through any licensed contractor of the Members choice, or by the Member providing the following procedures are followed:

- **All contractors must be licensed by the State of Michigan.**
- **The contractor must supply a Certificate of Workmen's Compensations and**

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS.

Liability Insurance to the Property Management Office.

- The contractor or Member must draw all the necessary permits from the city of South Lyon, Michigan. A final copy must also be filed with the Property Management Office.
- The contractor or the Member must provide detailed plans to the **Management Company**. All wood areas of the structure must be stained or painted to match the existing color of the building.
- Roof shingles must be the same brand and color matching the existing shingles on the building.
- The roof structure may not extend beyond the original IO X 12 foot deck or slab area. The roof only may extend over the rear edge of the deck or slab a maximum of 6 inches.
- The Member may not hang anything from the roof or any other part of the structure with the exception of hanging plants.
- The Member agrees to assume all responsibility for liability and or damage to the building, grounds or other that may occur during construction and to maintenance of the structure.
- An approval form must be submitted to the Property Management Office before work may begin.

Rear Privacy Fence:

The Member may build a privacy fence at the rear of the building between their unit and their neighbor under the following conditions.

Construction must be of wood, vinyl or composite.

The fence must be of a natural color or stained to match the color of the building.

The height of the fence at the building end must not exceed 5' 6". The maximum height at the other end is 3' and must not extend beyond the patio deck.

The top edge of the fence must angle from 5' 6" to 3' so as not to restrict the neighbors view. The fence must be on either side of the electrical meter and not between the meters.

Section II

Buildings & Grounds (cont'd):

Rear Privacy Fence: (Cont'd)

- The Member agrees to assume all responsibility for liability and/or damages to the building, grounds etc. that may occur during construction and maintenance of the fence.
- An approval form, drawing of the fence and a copy of the Miss Dig paperwork must be submitted to the Property Management Office, and contracted maintenance must be contacted to ensure there are no water lines in the area. before work can begin. You must also obtain your neighbors approval signature agreeing to the installation of the fence.

Fireplace Maintenance:

Gas fireplaces require cleaning on a regular basis depending on use. Cleaning will reduce soot build up and may be done with a vacuum cleaner brush. It may be necessary to open a

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS.

window when the fireplace is in use for proper air flow and clean burning. The maintenance of a gas fireplace is the responsibility of the Member. Before installing a gas fireplace, the proper permit(s) must be obtained through the city of South Lyon Building Department. Wood burning fireplaces are not allowed.

Basement Leaks:

The Cooperative Corporation is responsible for repairing basement leaks and cracks; however, it is the Member's responsibility for removing paneling, drywall, shelving etc. from the walls as well as carpeting or rugs. The Member with a finished basement is responsible for all finished items.

Courtyard Salt:

If you do not wish to have de-icing salt in your courtyard notify property management in writing. Place a sign in your courtyard stating, "NO SALT". You will be responsible for any and all liability.

Sun Tunnels:

Sun Tunnels are no longer allowed to be installed. Existing sun tunnels are grandfathered and are the responsibility of the Member.

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS.

Section III
Miscellaneous

Recreational Vehicles and Parking Spaces:

Definition:

In general, recreation vehicles are considered to be those large (wider than 80 inches, taller than 7 feet and longer than 20 feet) live-in vans, campers, mobile homes and similar type vehicles driven by its own integral engine and wheels; also, the live-in trailer coaches and campers of any size that must be towed. Note that a Member's only means of transportation, i.e., small van, Suburban, Blazer variety of camper or similar type that is less than 80 inches wide, shorter than 20 feet and less than 7 feet tall are not considered in the above defined recreational vehicle category.

Placement of Recreational Vehicles in Parking Spaces

1. Members may bring a recreational vehicle into their parking space for loading and unloading during day light hours only for one day. Members may not block roadway or parking spaces not their own.
2. Members must remain on sight during the daylight hours for one day to move the vehicle in case emergency vehicles need access such as fire trucks, ambulances, etc.
3. Parking of recreational vehicles in any area other than the parking spaces prohibited unless previously authorized by the Board of Directors or Management Agent.
4. Approval required for each parking request.

General

Each Member's unit has two assigned parking spaces. They may not use guest parking spaces to park as a permanent parking space for third or more vehicles. **Violation of any of these rules will result in a fine. See Assessment of Fines regulation located on Page 7.**

1. The Member's guest must use one of the assigned parking spaces or park on the shoulder of the road. Vehicles cannot be parked on the roads between 12:00AM and 8:00A.M. This requirement is for emergency vehicle and snow plowing use.
2. Members and guests are required and expected to obey speed limit and stop signs on our roads.
3. Motorcycles and Motorbikes are to be driven in a safe, lawful manner and only on paved roads in Colonial Acres Cooperative property. These vehicles also must be parked in assigned spaces ensuring that the kickstand does not damage the parking area.
4. No snowmobiles are to be driven on any part of Colonial Acres Cooperative property or roads.
5. Commercial vehicles, trailers, campers, snowmobiles, motorbikes, ATVs, golf carts, side by sides and boats attached to trailers cannot be parked in Colonial Acres Cooperative parking spaces.
6. Member's vehicles should be in operable condition and in proper repair so as to avoid oil, gas or anti-freeze spillage onto parking areas. **Members are responsible for repairs to damaged areas.**

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS.

7. Vehicles must be licensed, properly registered and operable at all times.
8. **If you are away five (5) or more days with your vehicle unattended you MUST leave keys with your emergency contact. If a schedule maintenance or situation arises the vehicle must be able to be moved.**
9. Vehicles in violation of any of the above policies will be subject to towing at members expense
10. Vehicles must not block access to mailboxes or park across from mailboxes.

Section III

Miscellaneous

Snow Removal Procedures:

The snow removal crew will respond without notification from Phase V when there is a snow accumulation of (2) two inches or more.

At approximately 6:00AM plowing will begin on

Street Clearing Schedule:

At approximately 8:00AM the truck drivers will begin plowing parking areas. You will be notified by the sound of their horn to move your vehicle so that they can complete their job. Parking Spaces Where Vehicles are not Moved will Require Hand Shoveling Which Will be at the Vehicle Owner's Expense. **Violation of any of these rules will result in a fine. See Assessment of Fines regulation located on page 7.** Everyone must do their part for snow removal to be successful. If you cannot move your vehicle yourself arrange for someone else to move it.

Snow falls during the latter part of the day, after 3:00 PM, will only be plowed down the center of the main streets. Parking areas will be cleared the following morning which means moving your vehicle(s) as noted above.

Deicer will be supplied in barrels throughout Phase V for your use on sidewalks and steps to melt ice. As with salt, this should be used sparingly as excess use will cause damage to yardage and cement. Please use sparingly.

Should the Member have any complaints with regard to snow removal, do NOT call your Board Members. Report any problems to the Property Management Office. They will contact the snow removal crew on snow plowing days.

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS.

Swimming Pool Rules:

1. All members must sign the registry before entering the pool.
2. All guests must be accompanied by a member.
3. Pool hours are 9 am to 8 pm.
4. Anyone not toilet trained or has a problem with incontinence is not allowed in the pool. No diapers allowed.
5. Children, 4 years old or older, are allowed to swim at specific times only with supervision. Kids can swim 12 pm to 2 pm and 5 pm to 7 pm daily. and all day on the last Sunday of each month and the following actual holidays, 4th of July, Labor Day and Memorial Day.
6. No floatation devices are allowed in the pool.
Water wings and noodles are permitted.
7. **Intoxication and Obscenities will not be tolerated.**
8. No running, horseplay or jumping.
9. Swimmers shower before entering the pool.
10. No music allowed.
11. Proper swimming attire must be worn.
12. No glass in the pool fenced in area.
13. Lounge chairs in specified area only.
14. No food or drink allowed on pool deck – alcohol included.

Reminder: You, the member are responsible for your family, grandchildren and/or guests.

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS.

Section III
Miscellaneous

Pets:

Members who choose to have a pet agree to strictly adhere to these rules.

- Members may occupy their unit with (2) two pets only. Their pet may be a dog or cat.
- Any Member who has a pet currently or acquires a pet in the future are required to sign this statement agreeing to abide by all rules & regulations regarding pets, including rules that maybe adopted in the future. This signed statement will be kept on file at the management office.
- Bird feeders are only allowed in the courtyard. NO bird feeders/houses are allowed in the common area.

Members shall not permit their pet to make excessive noise that disturbs their neighbor.

- Members shall walk their dog or cat on a leash with the leash in the Members hand at all times while in the common and construction areas of Colonial Acres Phase V without exception. Pet size will not receive any special consideration. Members shall pick up any feces left by their dog or cat while in the construction and/or common areas including around all ponds without exception.
- Member's dog or cat may not be tied (to a stake or anything else) behind the Members unit or any other place on Colonial Acres Phase V commons. If your dog or cat is in your courtyard the pet must either be on a leash held in hand by the resident or if staked out in the courtyard there must be a gate and it must be kept closed.

Violation of any of these rules will result in a fine. See Assessment of Fines regulation located on page 7.

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS.

Section III
Miscellaneous

Winterizing Units:

Members who will be away from Colonial Acres Phase V for an extended period of time during the winter months must be sure to do the following:

- Make arrangements for your boiler/furnace cleaning before leaving by calling the Property Management Office.
- In case of an emergency and entry to your unit is needed a key should be left with a neighbor or someone else who lives in the general area of South Lyon. **Post an emergency phone number that can be seen from the outside of your unit. If emergency number is not posted, you will be responsible for all damages.**
- Place a thermostat with a warning light in the front window of your unit. These may be purchased at any hardware store. Heat should be set no lower than 60 degrees on the wall thermostat and between 45 and 50 degrees on the window thermostat.
- Put 1 cup of recreational vehicle antifreeze in the toilet bowls and 1 cup of antifreeze in the tank of the toilet. Put 1/4 cup of recreational vehicle antifreeze in the dishwasher around the drain and 1/4 cup of antifreeze around the garbage disposal. This will prevent shrinkage of the gaskets.
- The water softener should be shut off at the valves and unplugged. Do not unplug water softener while it is regenerating.
- Shut off valve on the toilet(s) need to be turned off.
- Washing machine valves should be turned off.
- On the hot water heater turn the knob clockwise as far as it will go. This is a vacation setting and will save you gas usage.
- Fireplace gas should be shut off and close the vent damper
- Make sure all hoses on the outside faucets have been disconnected; neglect to do this will cause frozen and broken pipes in your unit.

If you have any questions, please call the Property Management Office.

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS

Section III
Miscellaneous

Sign Restrictions:

Unit "For Sale" or "For Rent: signs

- One sign on the Inside of any window of the unit
- The size of the sign may not exceed 4 square feet in total area.

"Open House" signs for unit sales

- " Open House " signs are limited to one outside sign per unit and the "Open House " sign must be within 20 feet of the unit.
- "Open House signs are restricted to Saturdays and Sundays only between the hours of 12 :00 PM and 6:00 PM.

Other Types of Signs

All other types of signs, such as advertising, lawn sale, **political** etc. are **strictly prohibited**, unless the Member has obtained written approval from the Colonial Acres Phase V Board of Directors Should you wish to request such permission you must submit a written request to the Colonial Acres Phase V Board of Directors and shall include the following information:

- Type of sign(s)
- Location of sign(s)
- Size of sign(s)
- Date(s) you wish to place the sign(s)

The Member and / or the Realtor placing signs will be responsible for any damage caused by or to such signs. Colonial Acres Phase V Board of Directors and / or Property Management have the authority to remove any unauthorized signs or signs placed contrary to these Rules & Regulations.

- An estate sale can be performed with PRIOR consent of the board and is only allowed when a member has passed or relocating to assisted living. The sale must be limited to the interior of the unit. Contact the management office or the board president to request approval prior to any plans or scheduling of such a sale.

Solicitations are not allowed for any reason at Colonial Acres Phase V. This includes all persons, member or not.

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS

Section IV
Clubhouse

RESPONSIBILITIES AND PROCEDURES

Clubhouse Committee Formation

The Clubhouse Committee is formed under the direction of the Board of Directors to handle the affairs of the Clubhouse, and answers to the Board of Directors.

The Clubhouse Committee will hold regular scheduled monthly meetings. The meetings are open to **all** member/occupants, who may provide comments or suggestions to improve the facilities and use of the clubhouse for all members. Members/occupants attending Clubhouse meetings may also vote on clubhouse issues.

Election of Officers:

Elections will be held every year in July. Any member/occupant is eligible to run for office.

There shall be four (4) elected officers:

- Chairperson, elected in the odd number year
- Co-Chairperson, elected in the even number year
- Recording Secretary, elected in the odd number year
- Treasurer, elected in the even number year

Only the Chairperson or Co-Chairperson may fill a mid-term officer vacancy with a new member until the next election.

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS

Section IV
Clubhouse Committee (cont'd)

The duties of the officers are:

Chairperson: Presides at all meetings, coordinates the functions for the Clubhouse Committee, and communicates to the Board of Directors. The Chairperson will approve all purchases for the Clubhouse prior to expenditure.

Co-Chairperson: Will assist the Chairperson in all duties. Will reside in the absence of the Chairperson following the same procedures, and ensure all Government mandates are followed for commercial buildings use. Will give an update at each Board of Directors meeting of activities and events that are going on at the clubhouse.

Recording Secretary: Takes minutes of all meetings and see that said minutes are published in the Newsletter.

Treasurer: Keep accurate records of receipts, expenditures, and income. Treasurer shall reimburse members who submit receipts that have been approved by the Chairperson. Present a written report at each meeting and see that copies are given to all who require them. Provide a complete accounting of all income and expenses as of 12/31 each year to the Board of Directors before March 1st of the following year.

Clubhouse Committee Responsibilities:

The Clubhouse Committee assumes responsibility and the expenses of the following items:

- Repair/maintenance of purchased items
- The Clubhouse Committee will vote on accepting or rejecting all donations to the Clubhouse, depending on need
- Maintain Bulletin Boards with current information
- Publishing and printing a monthly newsletter
- Seasonal decorations when necessary
- Monitor/pay for clubhouse upkeep/cleaning service
- Supplies for the Clubhouse: i.e. paper towels, toilet paper, cleaning supplies, light bulbs, hand soap, coffee, tea, napkins, plastic plates, cups, dinnerware etc
- Purchase of equipment both interior and exterior, subject to the following rule:

Any expenditure of the Clubhouse fund over \$300 shall be presented in, writing, to the Board of Directors for their written approval

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS

Section IV

Clubhouse Committee (cont'd)

Listed below are specific duties necessary for operation of the Clubhouse. Individual Committee members are encouraged to accept responsibility to manage one of these duty assignments.

- Clubhouse gardens upkeep
- Clubhouse signs – announcing upcoming meetings & events
- Advertising sales for newsletter
- Invoicing of Advertisers
- Scheduling of all activities and special events
- Welcoming new members and providing an orientation of the Rules and Regulations
- Maintaining the library
- Re-issue of Clubhouse card keys as needed by the Key Committee
- Clubhouse Rentals (negotiate rental contracts, payments, and rules)

Procedures:

- **Special activities** are discussed, decided upon, and scheduled at monthly Clubhouse meetings. There will be an agreed upon leader to plan and co-ordinate each activity.
- **Weekly activities** are approved by the Chairperson for the date and time they request to meet. **Each activity must have a leader** who ensures that the clubhouse is clean, the furniture returned to its normal position, all lights and fans are off including shower room lights, and that all windows and doors are locked before leaving. Failure to ensure above rules may result in denial of your activity to meet. Scheduled activities are posted on the Clubhouse Bulletin board and in the monthly newsletter
- **All Rentals & Clubhouse special activities** supersede Clubhouse weekly activities as this income is needed to pay for the running of the Clubhouse and/or help fund any changes to the Clubhouse. Rental Dates are posted on the Clubhouse Bulletin Board and in the monthly Newsletter.
- **Major structural changes** to the clubhouse or to the electrical, plumbing, heating or air conditioning equipment must be approved by the Board of Directors. This work is to be covered by City of South Lyon permits and performed by licensed, insured contractors.

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS

Section V
Approval Forms

Section IV
Clubhouse Committee

(cont'd) Access:

As of 2021 a key card has been issued to each unit for entrance to the Clubhouse. If a key card is lost the Member/Occupant must pay for a new one. Do not give your clubhouse key card to any guest. Guests must be accompanied by a Member/Occupant at all times they are visiting the Clubhouse or swimming pool. Should this rule be violated, the Member/Occupants key card can be deactivated by the Board of Directors in accordance with the Colonial Acres Phase V, Inc. By-Laws.

Responsibility of Member/Occupants:

Member/Occupants are reminded that the use of the Clubhouse facilities depends entirely on your individual cooperation and sense of responsibility. The use of the Clubhouse is considered a privilege for each Member/Occupants and they are responsible for maintaining the condition and cleanliness while in attendance. The Clubhouse and grounds are monitored by surveillance cameras for our security. If any Member/Occupant is seen violating any of the rules and regulations their key card can be deactivated.

No pets are allowed in the Clubhouse

The Clubhouse Committee thanks all the many volunteers, those who either work on the committee assignments or individually for their unselfish efforts toward making Colonial Acres a happy and enjoyable place to live.

All rules and procedures for the use of the Clubhouse have been accepted and approved by the Board of Directors.

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS

Section V
Approval Forms

**Approval Form
Colonial Acres V
Sale of Unit**

I plan on selling my unit. I have listed my unit with. _ _ _ _ _

Realtors and I have listed my unit for\$ _ _ _ _ _

I plan on selling my unit myself and I have listed my unit for\$ _ _ _ _ _
(Please choose one of the two methods shown above.)

I have read the "Sale of Unit" requirements and understand that I must notify Colonial Acres Sales of the sale of my unit to obtain a valid "Certificate of Membership and Occupancy" for the person purchasing my unit. **No other realtor can issue a valid "Certificate of Membership and Occupancy"**.

I also understand that I must personally give to the purchaser of my unit my copies of the Colonial Acres V Rules and Regulation, Articles of Incorporations, By-Laws and Lease agreement.

I, the Member/Owner of Building No. _ _ _ _ _ Unit No. _ _ _ _ _ agree to all terms and conditions stated above.

Signature: _ _ _ _ _ Date: _ _ _ _ _

Colonial Acres Phase V Inc, Board of Directors has given their conditional approval for the sale of the above listed unit. This approval is contingent on all the above requirements being fulfilled.

Signature : _ _ _ _ _ Date: _ _ _ _ _

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS

Section V
Approval Forms

Patio Enclosures and Finished Basement Contractor Installed

Patio Enclosure and Finished Basements:

Patio enclosures or any basement finishing may be through any contractor of the Members choice, providing the following procedures are followed.

- All contractors must be licensed by the State of Michigan
- The contractor must supply a "Certificate of Workmen's Compensation and Liability Insurance to the Property Management Office.
- The contractor must draw all the necessary permits from the city of South Lyon. A final inspection copy must also be filed with the Property Management Office.
- The Homeowner must provide color samples of the exterior of the patio enclosure to the Board of Directors.
- Patio enclosure additions must conform to existing patio enclosures, same style windows, roof, siding and paint.

Each year, the Board will publish the paint brand name, color and store address where the paint may be purchased.

Colonial Acres Phase V, Inc has given its conditional approval for a Patio Enclosure and /or a Finished Basement; contractor installed. This approval is contingent on the fact that all the above requirements will be fulfilled.

Signature: _____ Date: _____
Colonial Acres Phase V, Inc.

I/we the Member of building # _____ unit _____, agree to all terms and conditions stated above.

Signature: _____ Date: _____

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS

Section V
Approval Forms

Finished Basements Owner Installed

Finished Basements:

The Member may finish their own basement providing all proper permits have been drawn.

- Electric
- Plumbing
- Rough Carpentry
- Inspection by the city of South Lyon Building Department, a final copy must also be filed with the Property Management Office.

When the basement is finished, access must be provided to the inside shut-off valves for the front and rear outside faucets. Access must also be provided for plumbing in the floor truss area. **Do not drywall the ceiling in the basement.** Installed drywall in the ceiling limits access and can cause soot problems due to lack of air circulations. If drywall is installed and access is required for repairs, it will be the Member's responsibility for the cost of removal.

The a forementioned procedures have been established to protect the Member and the Cooperative Corporation from lawsuits as a result of personal injuries and/or property damage.

Colonial Acres Phase V, Inc. has given its conditional approval for a ***Finished Basement owner installed.*** This approval is contingent of the fact that all the above requirements will be fulfilled.

Signature: _____ Date: _____

Colonial Acres Phase V, Inc.

I/we the Member of building # _____ Unit _____, agree to all terms and conditions stated above.

Signature: _____ Date: _____

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS

Section V
Approval Forms

Replacement Windows

Replacement Windows:

Windows are the responsibility of the Member. Before installing replacement windows, **written approval is required** from The Board of Directors. The Board of Directors does not advocate the installation of any particular window manufacturer. **That choice is strictly up to the Member.** The style of window (i.e., vertical slider, casement, bay) shall be at the discretion of the Board. All windows must meet ingress and egress codes of the Building Department.

Replacement windows must fit the existing window opening. Window color must be as follows:

1. Dark brown wood buildings must install either dark brown or tan.
2. Light brown wood buildings must install dark brown, tan or sandstone.
3. Vinyl buildings must install tan, sandstone, cream or white.

Interior color is solely the choice of the Member.

All newly installed windows must be installed according to the following regulations:

- The old window is removed
- Insulation must be replaced if removed during the demolition phase
- New window installation
- Replacement of window trim is required if damaged during window removal. (i.e. wood trim on wood buildings or vinyl trim on vinyl buildings.)
- Caulking is required.
- No part of the new window is allowed to overlap any existing trim.
- Prime and paint on the new wood trim is the responsibility of the Member. This can be addressed by the window installer or the Member.

Upon completion of window installation, the Member must contact the cooperative for final inspection. Installations that do not meet the above stated criteria are the responsibility of the Member to correct.

Signature : _____ Date: _____

Colonial Acres Phase V, Inc.

I/we, the Member of building# _____, unit _____
agree to all the terms and conditions stated above.

Signature: _____ Date _____ Member _____

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS

Section V
Approval Forms

Front Door Replacement

Front Entrance Door Replacement:

Members wishing to change their front door must adhere to the following requirements:

- The replacement door must be an Exterior Door and may be wood, fiberglass or metal.
- The existing opening may not be altered.

Approved Colors are:

Benjamin Moore pants HC152-(blue) HC154-(navy) CW520-(green) CW335(red)

Or one of the original colors of:

- Tan, cream, white or brown.

An approval form must be submitted to the Property Management office BEFORE work may begin.

Colonial Acres Phase V, Inc. has given its conditional approval for *front door replacement*. This approval is contingent on the fact that all the above requirements will be fulfilled.

Signature: _____ Date _____

Colonial Acres Phase V, Inc.

I/we the Member of building # _____ unit _____, agree to all terms and conditions stated above.

Signature : _____ Date _____

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS

Section V
Approval Forms

Roof over Rear Wood Deck or Cement Slab

The Member may build a roof over the 10'X 12' wood deck or cement slab originally installed by the building at the rear of their unit. Members who build a roof over the deck or cement slab lose maintenance coverage for the deck or slab.

Maintenance of the deck or cement slab becomes the responsibility of the Member. Roof construction may be through any Contractor of the Members choice, or by the Member, providing the following procedures are followed:

- All Contractors must be licensed by the State of Michigan.
- The Contractor must supply a "Certificate of Workman 's Compensation" and "Liability Insurance" to the Property Management Office.
- The Contractor or the Member must draw all the necessary permits from the city of South Lyon, Michigan. A final copy should also be filed with the Property Management Office.
- The Contractor of the Member must provide detail plans to the Board of Directors.
- All wood areas of the structure must be stain/painted to match the existing color of the building.
- Roof shingles must be the same brand and color matching the existing shingles on the building.
- The roof structure may not extend beyond the original 10'X12' deck/slab area. The roof only may extend over the rear edge of the deck/slab a maximum of 6".
- The Member may not hang anything from the roof or any other part of the structure with the exception of hanging plants.
- The Member agrees to assume all responsibility for liability and/or damage to the building, grounds etc. that may occur during construction and to maintenance of the structure.

Colonial Acres Phase V, Inc. has given its conditional approval for ***roof over rear wood deck or cement slab***. This approval is contingent on the fact that all the above requirements will be fulfilled.

Signature: _____ Date: _____
Colonial Acres Phase V. Inc.

I/we the Member of building# _____ unit _____, agree to all terms and conditions stated above.

Signature: _____ Date: _____

COLONIAL ACRES PHASE V, Lnc.
RULES AND REGULATIONS

Section V
Approval Forms

Rear Privacy Fence

Rear Privacy Fence

The Member may build a privacy fence at the rear of the building between their unit and their neighbor under the following conditions:

- Construction must be wood or composite material.
- The fence must be of a natural color to closely match the color of the building.
- The height of the fence at the building end must not exceed 5'6". The maximum height at the other end is 3' and must not extend beyond the patio deck.
- The top edge of the fence must angle from 5' 6" down to 3' so as not to restrict the neighbors view.
- The fence must be on either side of the electric meter and not between the meters.
- The Member agrees to assume all responsibility for liability and/or damage to the building, grounds etc. that may occur during construction and to maintenance of the fence.

Colonial Acres Phase V, Inc. has given its conditional approval for rear privacy fence. This approval is contingent on the fact that all above requirements will be fulfilled.

Signature: _____ Date: _____

Colonial Acres Phase V, Inc.

I/we the Member of building # _____ conditions _____ unit _____, agree to all terms and stated above.

Signature: _____ Date: _____

Member

Signature: _____ Date _____

Neighbor

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS

Section V
Approval Forms

SATELLITE DISH RULES AND REGULATIONS

Satellite Dishes and Other Exterior Communication Sending or Receiving Devices:

Members are encouraged to utilize existing cable hook-ups to obtain outside TV broadcast. In the event that it is desired or necessary to utilize a satellite dish or other sending or receiving device for reception the following rules apply:

Accepted attachment locations:

- Ground level of front interior courtyard
- Rear owner landscaped area at ground level
- Owner side of rear privacy fence
- Any location on member owned sunroom

Unacceptable attachment locations:

- Main building roof
- Main building siding
- Main building brick walls
- Front courtyard brick walls
- Bus stops
- Vinyl siding

Attaching these devices to wood fences, sunrooms or any other "acceptable attachment location", automatically becomes the responsibility of the unit owner to repair or replace any damage caused by the attachment of said device.

Colonial Acres Phase V, Inc. has given its conditional approval to install a satellite dish and/or sending or receiving assembly and/or variance. This approval is contingent on the fact that all the above requirements will be fulfilled by the Member.

Signature _____ Date _____

Colonial Acres Phase V, Inc.

I/we, the Member of building# _____, unit _____, agree to all terms and conditions stated above.

Signature _____ Date _____

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS

Section V
Approval Forms

*Approval Form
Colonial Acres Phase V, Inc.*

AWNING INSTALLMENT

Awning (Retractable):

Member/Occupants wishing to install or replace an awning to the front or back of unit. The awning must adhere to the following requirements:

- The awning must be only for the width of the front bay window in courtyard or
- The width of the back sliding glass door to patio or deck.
- Awning cannot extend beyond any patio or deck.
- Must be retractable
- Member must agree to have the awning in the retractable state when not in use, out of town or extended time away from the unit.
- Member must accept full responsibility of the awning and any future structural issues that could arise from the installation of an awning.
- Member MUST advise any potential buyer, broker or salesperson of the responsibility of the added awning and the liability of any damages if they sell.

The color must be as follows:

- Dark brown
- Navy
- Burgandy
- Pin striped of the colors above
- A picture of the proposed awning must be submitted with the approval form.

Colonial Acres Phase V, Inc. has given its conditional approval for *an installation of a retractable awning*. This approval is contingent on the fact that all the above requirements will be fulfilled.

Signature: _____ Date _____
Colonial Acres Phase V, Inc.

I/we the Member/Occupant of building # _____ unit _____, agree to all terms and conditions stated above.

Signature: _____ Date _____

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS

Section V
Approval Forms

Pets

Members who choose to have a pet agree to strictly adhere to these rules.

- Members may occupy their unit with (2) two pets only. Their pet may be a dog, cat or bird.
- Any Member who has a pet currently or acquires a pet in the future are required to sign this statement agreeing to abide by all rules and regulations with regard to pets including rules that may be adopted in the future. This signed statement will be kept on file with the Management Office.
- Members shall not permit their pet to make excessive noise that disturbs their neighbor.
- Members shall walk their dog or cat on a leash with the leash in the Members hand at all times while in the common and construction areas of Colonial Acres Phase V, Inc. without exception. Pet size etc. will not receive any special considerations. Members shall pick up any feces left by their dog or cat while in the construction and or common areas including around all ponds without exception.
- Member's dog or cat may not be tied (to a stake or anything else) behind the Members unit or any other place on Colonial Acres Phase V commons.
- If your dog or cat is in your courtyard, the pet must either be on a leash held by the resident or if staked in the courtyard, there must be a gate and it must be kept closed.

Violation of any of these rules will result in a fine. *See Assessment of Fines Regulations located on page 26 of the Rules & Regulations Miscellaneous Section.*

I/we the Member of building # ___ conditions stated above.

Signature: _____ Date: _____

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS

Section V
Approval Forms

COLONIAL ACRES PHASE V, INC.
UNIT RENTAL POLICY

- 1 The Member **MUST** notify the managing agent in advance of their intent to rent their unit. The community has limits to the number allowed.
 - 2 The rental tenant must be approved in advance, as if they are a qualified member by the Cooperative Corporation, including the age requirements
 - 3 All rental leases must be for a term of at least six (6) months and cannot exceed twelve (12) months.
 - 4 A copy of the rental lease must be provided to the Cooperative Corporation for approval. This **MUST** be done prior to renting.
 - 5 Copies of the driver's licenses for the rental occupants must be provided to the Cooperative Corporation
 - Member must provide a recent (within 30 days) of a background check on ALL proposed applicants to occupy that includes multistate criminal and sex offender screening.
 - If you do not have the resources to run this type of check management can assist you. Cost is \$32.00 per person ran.
 - 6 A copy of the Receipt of Rules and Regulations must be provided to the Cooperative Corporation
 - 7 A copy of the Rental Checklist must be provided to the Cooperative Corporation
 - 8 Any violation of this policy will be grounds for a **\$500.00** fine to the member on record
- **NOTE:** Renters do not have the same privileges as a member. The member needs to make the monthly maintenance payments, pay the tax bills, call in any work orders on association responsibilities items. Member is 100% responsible for the actions of any renters and their guest.

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS

Section V
Approval Forms

COLONIAL ACRES PHASE V
RENTAL CHECKLIST

Date: _____

Owner's (Member(s) Name(s): _____

Owner's Building & Unit Number: _____

Owner's (Member(s) Phone Number(s)

Name(s) & Ages of all Rental Occupants

1-	_____	Age	_____
2-	_____	Age	_____
3-	_____	Age	_____
4-	_____	Age	_____

Contact Phone Number for Renter(s): _____

The below items must be included with submission for approval to the managing agent.

- Copy of renter(s) driver's license(s):
- Copy of the proposed rental Lease:
- Receipt for Rules & Regulations:

COLONIAL ACRES PHASE V, Inc.
RULES AND REGULATIONS

**COLONIAL ACRES PHASE V
RULES AND REGULATIONS RECEIPT**

Date: _____

Address of Unit _____

I acknowledge receipt of a copy of the rules and regulations for Colonial Acres
Phase V and agree to abide by all rules and regulations in effect on the property.

Name: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

Signature: _____

