

Rules & Regulations

Updated May 2025

The purpose of these Rules & Regulations is to help keep your community as attractive and comfortable to live in as possible. We strive to maintain a quality image that will increase property values and give all co-owners a sense of peace and pride about living in Metropolitan Lofts Condominium Association.

The Board of Directors assures that these rules and Rules & Regulations will be strictly enforced. We urge each co-owner to read and understand them. Remember that living in a condominium community means "team" work to achieve common goals. When moving to Metropolitan Lofts, owners also assumed the responsibility of abiding by the rules of the Association.

SECURITY:

Key Fobs for gaining entry to the building should not be given out. Guests shall use the lobby phone to contact a Resident. The Resident can operate the door by pressing "9" from their telephone during a call from the door access system. To program a phone number into the door access system, please contact Tony with Association Management – tony@amicondos.com.

ELEVATOR:

There is no smoking on the elevator. Smoking in the elevator will result in shut down and it will need to be reset. The violator will be charged for the maintenance technician's charge for this service.

FIRE DOORS:

The doors at each stairwell are fire doors and must remain closed at all times. Do not prop these doors open for any reason.

THROWN OR FALLEN OBJECTS:

Co-owners shall not permit any object to fall from or be thrown from the windows, doors, or balconies, nor sweep dirt or other substances from their balcony or walkway onto the common elements. Clothing, bedding, rugs, etc., shall not be hung from windows rail or suspended from the floors or ceilings of the balconies nor shall lines be put up for such purposes.

BUILDING NOISE:

As a courtesy to all residents of the building, any project that makes noise which can be heard outside of a unit needs to be relayed to tony@amicondos.com so the entire building can be made aware in advance. Please provide a few business days advanced notice to allow time for the information to be email blasted to the residents. When having a gathering of people in your unit, please inform them of the building rules and to be courteous in the common areas. It's recommended to inform your neighbors of the event and the expected conclusion of the event so that they can plan accordingly.

The board has voted that the building's quiet hours will be 8pm – 7am. This means no work or noise that can be heard outside of the unit can be done during those hours.

HARMONIOUS LIVING:

No obnoxious or offensive activity shall be carried on in any unit or on the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other residents of the condominium. Musical instruments, stereos, televisions, recorders, etc., shall be operated in a manner that will not disturb other residents.

Any dispute amongst co-owners that cannot be resolved amicably should be brought to the attention of Association Management.

TRASH/RUBBISH REMOVAL:

Dumpsters are emptied on Monday, Wednesday, Friday of each week unless a holiday falls on that day. The following are rules for putting trash out for pickup:

- Trash must be placed inside the container in securely tied plastic bags.
- Do not place trash on the ground if the dumpster is full.
- Keep container lids closed at all times.

If you have any large items for disposal {i.e. furniture, appliances, etc.) you must contact Republic Services at 800-858-0089 to arrange a special pick-up at your expense. If you are replacing furniture or appliances, the company you are purchasing from may haul your old one away for free or for a nominal fee - please check with your salesperson arranging your delivery.

PET REGULATIONS:

Owning a pet is a responsibility an owner chooses to assume.

General rules for Metropolitan Lofts Condominium Association are as follows:

- All pets must be registered with the Association.
- No animal may be kept or bred for any commercial purpose.
- Any exotic pets or animals are strictly prohibited, including but not limited to: rodents, reptiles, amphibians, and wild animals.
- Any pets permitted to be kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No animal that creates noise and can be heard on any frequent or continuing bases shall be kept in any unit or on the common elements.
- No animal may be permitted to run loose at any time upon the common elements and any animal shall at all times be leashed and attended by some responsible person while on common elements. No leash shall exceed 12 feet in length, except for retractable leashes that cannot exceed 16 feet in length.
- Pets should be under the control of the resident. Unless invited, pets in the common areas should not approach or jump on other residents, vendors or guests.
- Each Co-owner shall be responsible for the collection and disposition of all fecal matter deposited by any animal maintained by such Co-owner, anywhere in the Condominium Project.
- Co-owners are responsible for any damage caused by their pet. This includes the yellow or brown spotting to grass areas.
- The licensing of pets is the responsibility of the Co-owner.

The above rules are set to allow non-pet owners to enjoy the same Common areas.

PARKING & ROADWAY:

The Metropolitan Lofts Roadway is a one-way road. Enter on the east side of the building and exit on the west side. Traveling east around the southeast corner of the building is dangerous and can cause a collision as there is limited visibility as well as residents backing out of the common garage.

Each co-owner shall park his or her vehicle in the assigned garage, carport or parking space provided. Vehicles are described as used as a resident's primary means of transportation. No other types of vehicles may be parked in the Metropolitan Lofts Condominium Association unless stored fully enclosed within an individual garage. This is to include any commercial trucks or vehicles, house trailers, boats, boat trailers, personal watercraft, motor homes, camping vehicles/trailers, snowmobiles, snowmobile trailers, recreational vehicles, off-the-road vehicles, all-terrain vehicles, or vehicles other than automobiles. The following are additional rules:

- Non-operational vehicles or vehicles with expired license plates shall not be parked or stored on the Condominium Premises.
- Maintenance, repair or washing of motor vehicles shall not be permitted on the Condominium premises.
- Non-operational (including those with expired plates) and unauthorized vehicles will be towed by the Association at the Co-owner's expense.
- At no time is it permitted to park vehicles in areas that are not a designated space. Vehicles parked parallel with the building along the patios on the south side are in violation and can be towed and violations issued.
- Please do not park at the entrance of the building on the concrete. That area is reserved for Association vendors to park, so that they do not use co-owner spaces. This is not an approved area for co-owners or residents to park, even temporarily when running into your unit.

GARAGE DOORS:

For aesthetic and security reasons, garage doors must be kept closed at all times when not being used for ingress/egress unless work is being done in the garage.

ALTERATIONS/MODIFICATIONS:

No Co-owner shall make alterations in exterior appearance or make structural modifications to any unit (including interior walls through or in which there exist easements for support or utilities) or make changes in the appearance or use of any of the common elements, limited or general, without the express written approval of the board of directors, including but not limited to, exterior painting, replacement of windows, or the erection of lights, awnings, shutters, doors, newspaper holders, mailboxes, spas, hot tubs, decks, structures, fences, walls, landscaping, satellite dishes or other exterior attachments or modifications. Changes which would impair the soundness, safety or the appearance of the condominium will not be approved.

SIGNS:

No "For Sale" or "For Rent" signs, advertisings or other displays shall be maintained or permitted on any part of the Condominium.

MAIL:

Please do not leave mail packages in the lobby. If mail is left in the lobby for extended periods of time, the Association will have it moved next to your unit door by a vendor. The cost of that service will be charged back to the unit owner.

WATER BILL:

When selling your unit or renting to a new tenant, it is important to explain the water bill process to the new owner/resident. A final water read needs to be done by the existing owner/resident and relayed to Universal Utilities so that bill can be paid through the move out date. Universal Utilities – 800-788-8287. The new owner/resident is responsible for contacting Universal Utilities to put the account in their name once they take ownership or sign a lease.

If this process is not followed a \$300 water escrow will be held by the title company to pay the final bill after closing.

SNOW REMOVAL:

The following are specifications for snow removal of which all residents should be aware:

- I. Contractor responsibilities will entail the following services:
 - a. Removal of snow to commence upon accumulation with at least 1 ½ inches of snow.
 - b. First, the snow must be removed from the roads.
 - c. Second, the snow must be removed from the driveways.
 - d. Finally, the snow must be removed from the walkways.
 - e. Apply de-icing chemicals to roads, drives, walks, as they deem necessary.
 - f. Contractor is to take all necessary precautions to provide a safe condition at all times.

- II. Co-owner precautions:
 - a. Vehicles parked in non-designated areas will eliminate the snow removal service from that area. Remember to be cautious of the snow vehicles as they perform their task.

 - b. **IMPORTANT:** The roads, walks and drives can be extremely slippery at any given time. Due to the alternate freezing and melting action of the winter, it is virtually impossible to keep surfaces completely safe at all times for walking and driving. **We urge everyone to take the necessary precautions when going outdoors to prevent accidents.**

ASSESSMENT OF FINES:

The violation of any of the provisions of the Condominium Documents or these Rules & Regulations by any Co-owner shall be grounds for assessment by the Association acting through its duly constituted Board of Directors, of monetary fines for such violations in accordance with Article XVI Section 3 of the Bylaws.

AMOUNTS:

First Violation:	Courtesy Notice
Second Violation:	\$50.00 Fine
Third Violation:	\$100.00 Fine
Fourth and Subsequent Violations:	\$250 Fine

Fines against a leased unit will be charged to the Co-owner of the Unit. Metropolitan Lofts Condominiums will enforce the collection of fines. Fines not paid upon receipt of notice will cause a lien to be placed on the Unit.

SPIGOT WINTERIZATION:

When the temperatures stay above freezing you may turn on your exterior spigots by using the valve in your laundry room. Please turn the spigot off from the outside first to ensure water does not flood the patio/terrace. Please check it to ensure it is not leaking also, as sometimes breaks can occur over the cold months if water is accidentally left in the pipe.

When the temperatures start to fall below freezing please turn off your exterior spigots by using the shut off in your laundry room. Please turn the spigot on from the outside to drain any remaining water, once turned off inside the unit. If you do not do this, your spigot line can burst inside the wall and water will get inside your unit.

Please see the Association's approved spigot rule for more details.

These Rules and Regulations can be added to, modified or revised at any time by the Board of Directors. The Master Deed & Bylaws supersede this document and in the event this document conflicts with them, the Master Deed & Bylaws will govern.

METROPOLITAN LOFTS CONDOMINIUM ASSOCIATION RULES REGARDING LEASING

The Board of Directors of Metropolitan Lofts Condominium Association (the “Association”) adopts these rules on the 5th day of March, 2025, effective immediately.

BACKGROUND

A. The Association is responsible for governance, maintenance, and administration of Metropolitan Lofts Condominium (the “Condominium”).

B. The Association exists pursuant to the Michigan Condominium Act and the Michigan Nonprofit Corporation Act, and the Association’s Articles of Incorporation, the Amended and Restated Consolidating Master Deed, and the Condominium Bylaws (collectively, the “Condominium Documents”).

C. The Michigan Condominium Act and Article VI, Section 11 of the Condominium Bylaws authorize the Association’s Board of Directors to adopt and enforce reasonable rules and regulations in the interest of the Condominium.

D. The Association’s Board of Directors desires and intends to adopt reasonable rules governing leasing procedures in the Condominium.

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

1. Applicability of Condominium Bylaw Provisions. In addition to those leasing restrictions and conditions set forth in Article VI, Section 2 of the Condominium Bylaws, the leasing of Units shall conform to the provisions in this Rule.

2. Disclosure and Lease Form.

A. Disclosure. A Co-owner desiring to rent or lease a Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential tenant. A Co-owner may only lease a Unit if the Co-owner (1) complies with the Condominium Bylaws and this Rule, (2) has followed the disclosure procedures contained the Condominium Bylaws, and (3) obtained the Board of Director’s prior written approval as more fully set forth in the Condominium Bylaws and this Rule.

B. Lease Form. At the same time that the Co-owner discloses to the Association that they desire to lease their Unit, the Co-owner must supply the Association with a copy of the exact lease form for the Board’s review so that the Board can confirm the lease form complies with the Condominium Documents.

3. Lease Addendum. Co-owners and tenants must comply with the following provisions prior to the commencement of any lease term or occupancy of a Unit by a tenant:

A. Execution of Lease Addendum. The Co-owner and any proposed tenant shall execute the Association’s standard lease addendum (the “Addendum”). The Association will

provide the Addendum to the Co-owner after the Co-owner submits a copy of the Co-owner's lease form and if the lease otherwise complies with the Condominium Documents.

B. Submittal of Lease Addendum. The Co-owner shall submit to the Association the fully executed Addendum along with a fully executed Lease.

4. Duration of Approval.

A. Requirements. Except for those Co-owners who were permitted to continue leasing as of the effective date of the Amended and Restated Consolidating Master Deed, as detailed under Article VI, Section 2(A)(2) of the Condominium Bylaws, Co-owners receiving approval to lease (other than for a hardship exception) may continue to lease, except that if the tenant(s) vacate the Unit, the Co-owner shall have one hundred twenty (120) days from the date the tenant vacated to submit the documents required by these Rules and the Condominium Bylaws. Failure to submit the requisite documents within 120 days shall result in the revocation of the Co-owner's lease approval. Any Co-owner granted a hardship exception shall only be allowed to lease the Unit for the timeframe determined by the Board of Directors.

B. Waiting List and Notification. The Association shall maintain a waiting list of Co-owners desiring to lease their Units. Upon the occurrence of any of the following events: (i) the failure of a Co-owner to comply with these Rules or Article VI, Section 2 of the Condominium Bylaws; (ii) eviction of a tenant by the Association under MCL 559.212; (iii) sale, transfer or conveyance of the Unit by the Co-owner approved to lease (except to the Co-owner's revocable trust); or (iv) the Unit is no longer being leased, prepared for lease, or being held out or otherwise marketed for lease, the Association shall notify the next Co-owner on the waiting list of the opportunity to submit an application to lease under Section 2 above. The Co-owner shall have 30 days from the date of the notice, or such other reasonable timeframe as determined in the sole discretion of the Board, to submit an application and all required documents. If that Co-owner fails to submit the completed application within the time provided, that opportunity to lease shall be rescinded, the Co-owner will be removed from the waiting list, and the Association shall notify the next Co-owner on the waiting list of the opportunity to submit a lease application in conformance with these Rules.

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

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Respectfully submitted,
Board of Directors
Metropolitan Lofts Condominium Association

Metro Lofts Recycling Updates
May 2018






Metro Loft Residents:

The City of Royal Oak provides weekly curbside collection of recyclables and Metro Lofts now provides our condo community with large green roller bins for recycling.


Recycling Guidelines

- Recycled items must be placed in the bins provided or in approved SOCRRA bins.
- All bins must be placed on the easement between the sidewalk and curb by 7 a.m. each Wednesday.
- No residents are “assigned” to manage the movement of the large green roller bins. If you use them, please help take them to the curb or return them to their location outside the dumpster when they are emptied. When everyone helps, this is not a burden for any one.
- Anything placed outside of bins on the property will not be taken to the curb.







Below are parameters for recycling items in Royal Oak. Please note cardboard boxes should be flattened to make room for other items.

Paper	Cartons	Metal	Glass	Plastic
 Newspaper Junk Mail Cardboard Magazines	 Milk Cartons Juice Boxes	 Empty Cans Aerosol Cans	 Bottles Jars All Colors	 Bottles Jugs Containers

How to Prepare Cardboard
All cardboard must be placed in the cart. Please flatten completely, reducing pieces to no larger than 3' x 3' in size. Please remove and dispose of all packing material. Beware! Cardboard jammed into the cart may get stuck, so please follow these guidelines to ensure your cart can be fully emptied.



Take these recyclables to the SOCRRA drop-off center

Styrofoam	Scrap Metal	Paint & Chemicals	Plastic Bags	Electronics	Batteries
					

NO
Do not put garbage, food, liquids, batteries, medical sharps or yuck in the cart.

Thanks for your help to keep our community clean.

For more information on recycling in Royal Oak please visit: <http://www.socrra.org/>

METROPOLITAN LOFTS CONDOMINIUM ASSOCIATION RULES REGARDING WINTERIZATION OF EXTERIOR WATER SPIGOTS

The Board of Directors of Metropolitan Lofts Condominium Association (the "Association") adopts these rules on the 1st day of September, 2020, effective immediately.

BACKGROUND

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

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

C. The Michigan Condominium Act and Article VI, Section 11 of the Condominium Bylaws authorize the Association's Board of Directors to adopt and enforce reasonable rules and regulations in the interest of the Condominium.

D. The Board of Directors desires and intends to adopt reasonable rules governing winterization of exterior water spigots within the Condominium.

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

1. Timeframe to Winterize. All exterior water spigots serving a Unit must be winterized in the manner set forth in this Rule no later than October 15 of each calendar year.

2. Exterior Water Spigot Winterization. All exterior water spigots serving a Unit must be winterized in accordance with the following:

A. Shut Off. The shutoff valve located within the Unit and serving the exterior water spigot must be turned off. If there are multiple exterior water spigots for a Unit, all shutoff valves must be turned to the off position. Pictured below is an example of the shutoff valve for the exterior water spigot:



The valve is turned off when the handle is turned perpendicular to the pipe. The shutoff valve is typically located in a Unit's laundry room above the washer and dryer. If you cannot locate the

shutoff valve for the exterior water spigot you must contact the Association's management company and they will assist you in locating the valve.

B. Empty Water. After the water is turned off, any hoses attached to the exterior water spigot must be removed. Once removed, the knob on the exterior water spigot must be opened completely to allow the water to empty from the pipes located within the Unit and the Common Elements.

3. Inspections. The Association may conduct inspections of the Units to ensure that all exterior water spigots have been properly winterized.

4. Failure to Properly Winterize an Exterior Water Spigot. Upon notice or discovery of an exterior water spigot that has not been properly winterized, the Association will send written notification to the Co-owner of the respective Unit notifying them of the necessity to winterize the exterior water spigot in accordance with this Rule. If the Co-owner fails to properly winterize an exterior water spigot in accordance with this Rule, and provide written confirmation the work has been completed, within two (2) days of the date of the Association's notification, or if an emergency situation exists, the Association may force entry into the Unit in accordance with the following:

A. Purpose. The sole purpose of entry is to winterize the Unit's exterior water spigot(s) in accordance with Section 2 above;

B. Performance. Entry and preparation will be performed by the Association's authorized contractors or agents.

C. Presence. At least one member of the Board of Directors, or a designated agent, will be present during the forced entry and winterization of the exterior water spigot(s);

D. Damage. Efforts will be made to minimize damage to the Unit during the entry. However, the Association, the Association's management company and the Association's authorized contractors and agents will not be responsible for any damage incurred by the entry or winterization of the exterior water spigot(s);

E. Securing Unit. The Association will secure the Unit upon completion of the preparation.

F. Costs. The cost of entry, winterization of exterior water spigots and any other related work will be the sole responsibility of the Co-owner of the Unit. All costs and expenses incurred will be charged to the Unit and will constitute an assessment under the Condominium Documents secured by the statutory lien on the Unit, collectible according to the provisions of the Condominium Documents and the Condominium Act.

5. Co-owner Maintenance and Common Elements. Each Co-owner shall use due care to avoid damaging any of the Common Elements in the course of winterizing the Unit's exterior water spigot(s). Each Co-owner shall be responsible for damages or costs to the Association resulting from damage to or misuse of any of the Common Elements resulting from the improper maintenance of the exterior water spigot(s), including but not limited to, damages

resulting from a Co-owner failing to winterize the exterior water spigot(s). Any costs or damages to the Association, including actual attorneys' fees, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II of the Amended and Restated Bylaws.

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

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Respectfully submitted,
Board of Directors
Metropolitan Lofts Condominium Association

**METROPOLITAN LOFTS CONDOMINIUM ASSOCIATION
SOLAR ENERGY POLICY STATEMENT**

The Board of Directors of Metropolitan Lofts Condominium Association (the “Association”) adopts this Solar Energy Policy Statement (“Policy”) on the 23rd day of February, 2026.

BACKGROUND

A. The Association is responsible for governance, maintenance, and administration of Metropolitan Lofts Condominium (the “Condominium”).

B. The Association’s Board of Directors (“Board”) desires to adopt rules governing the installation, maintenance, and use of Solar Energy Systems (defined below) within the Condominium.

C. This Policy establishes guidelines for the replacement, maintenance, installation, or operation of Solar Energy Systems by Association Members (defined below), in compliance with the Homeowners’ Energy Policy Act (Public Act 68 of 2024) (the “Act”).

The Association’s Board adopts this Policy, which is binding upon all Co-owners and their tenants, occupants, successors, and assigns, and which supersedes any Governing Document (defined below) provisions and previously adopted rules on the same subject matter:

I. DEFINITIONS

A. “Common Area” means a portion of a building, land, or amenities owned or managed by the Association that is generally accessible to all Members including, without limitation, drives, shared terrace, shared elevators, Unit perimeter walls, ceilings, floor construction between Unit levels, and the roof. Common Area also includes the common facility hallways, lobby, vestibule, corridors, stairwells, common garage and carport, meter and electrical room, and water service room defined in Article IV, Section 1A(10) of the Amended and Restated Master Deed.

B. “Energy Saving Improvement or Modification” means and includes, but is not limited to, clotheslines, air source heat pumps, ground source heat pumps, insulation, rain barrels, reflective roofing, energy efficient appliances, solar water heaters, electric vehicle supply equipment, energy-efficient windows, and energy-efficient insulation materials.

C. “Governing Documents” means the Association’s Master Deed, Bylaws, and rules and regulations, all as may be amended.

D. “Limited Common Element” refers to any area of the Condominium which is defined as a Limited Common Element under the Governing Documents, except those included in the definition of Common Area in Section A above.

E. “Member” means a Co-owner of a Unit within the Condominium.

F. “Shared Roof” means a roof that serves more than one Unit, including, but not limited to, a contiguous roof that serves adjacent Units.

G. “Solar Energy System” means a complete assembly, structure, or design of a solar collector or solar storage mechanism that uses solar energy for generating electricity or heating or cooling materials.

II. ENERGY SAVING IMPROVEMENTS OR MODIFICATIONS

A. Energy Savings Improvements or Modifications within a Unit or within a Unit’s Limited Common Elements. Any provision in the Association’s Governing Documents that prohibits or requires approval for the replacement, maintenance, installation, or operation of Energy Saving Improvements or Modifications within their Unit or the Unit’s Limited Common Elements is invalid and unenforceable. Members are not required to request or obtain approval from the Association to install an Energy Saving Improvement or Modification within their Unit or Limited Common Element areas.

B. Auxiliary Changes. Members are not required to obtain Association approval for auxiliary changes needed for the installation of Energy Saving Improvements or Modifications located within their Unit or Limited Common Element areas.

C. Prohibition of Modification or Alteration to Common Element Electrical Systems, or within Common Areas or on a Shared Roof. Members are prohibited from modifying or altering the Common Element electrical system serving the Co-owner’s Unit or Limited Common Element areas without first obtaining the Board’s prior written approval. Members are also prohibited from installing Energy Saving Improvements or Modifications within any Common Area or on any Shared Roof without first obtaining the Board’s prior written approval. The Board has the right to refuse to approve any proposed Energy Savings Improvement or Modification installed in any of these areas that is not suitable or desirable in its opinion for aesthetic or any other reason.

III. SOLAR ENERGY SYSTEMS

A. Application Process for Solar Energy Systems.

1. Application Required. The Condominium contains Common Areas and Shared Roofs. A Member desiring to install a Solar Energy System requiring modification of a Limited Common Element, Common Area, or Shared Roof shall submit a written application to the Association prior to installation. The written application must include all of the following information:

- a. The Member’s name.
- b. The street address of the location where the Solar Energy System

will be installed.

c. The name and contact information of the person that will install the Solar Energy System.

d. An image that shows the layout of the Solar Energy System on the Member's residence or Unit.

e. A description of the Solar Energy System to be installed.

2. Time Frame for Approval or Denial. The Board must approve or deny the Member's request to install a Solar Energy System within the Unit's Limited Common Elements within 30 days after receipt of the written application. The criteria for denial are described in Section III(B) below. If the Board fails to approve or deny the Member's application within 30 days of receipt, the Member may proceed with the installation of the Solar Energy System within the Unit's Limited Common Elements. This Section 2 does not apply to Common Areas or Shared Roofs.

3. Application Resubmittal. A Member may resubmit a written application to install a Solar Energy System within the Unit's Limited Common Elements which was submitted to and denied by the Board before the effective date of the Act. On receipt of the resubmitted written application, the Board shall reevaluate the application under the Act. This provision does not apply to Common Areas or Shared Roofs.

4. Approval of Individual Members not Required. The approval of any individual Member including any Member owning a Unit adjacent to the applying Member is not required to approve a Member's application to install a Solar Energy System within the Member's residence or Unit.

5. Compliance with Policy and Act. The Board will review applications based on compliance with this Policy and the Act.

6. Application Fee. The Association may charge a reasonable fee for reviewing written application requests for the installation of a Solar Energy System, which fee shall not exceed that amount established for review of any other request for modification/alteration of the residence or Unit.

7. Prohibitions on Association. In reviewing an application for installation of a Solar Energy System, the Association will not do any of the following:

a. Inquire into a Member's energy usage.

b. Impose conditions that impair the operation of a Solar Energy System.

c. Impose conditions that negatively impact any component industry

standard warranty.

- d.** Require post-installation reporting.
- e.** Require a fee for submitting an application to install a Solar Energy System above that which it assesses for other applications related to a change to the property.
- f.** Prohibit a Member from resubmitting a written application to install a Solar Energy System after a written application submitted after the effective date of this Act was denied by the Association.
- g.** Deny a Member's application to install a Solar Energy System because of the identity of the entity that owns the Solar Energy System or the financing method chosen by the Member.

B. Installation of Solar Energy Systems in General

1. Common Areas or Shared Roofs. This Section B does not apply to Common Areas or Shared Roofs.

2. Criteria for Denial or Removal. The Board may deny an application to install a Solar Energy System or require the removal of a Solar Energy System if one or more of the following apply:

a. A court has found that the installation of the Solar Energy System violates a law.

b. The installed Solar Energy System does not substantially conform with the Member's application to install the Solar Energy System as approved by the Board.

c. The Board has determined that the Solar Energy System will be installed on the roof of a residence of the Member requesting installation and one or more of the following apply: (a) the Solar Energy System will extend above or beyond the roof of that home by more than six (6) inches; (b) the Solar Energy System does not conform to the slope of the roof and has a top edge that is not parallel to the roof line; (c) the Solar Energy System has a frame, support bracket, or visible conduit or wiring that is not silver, bronze, or black tone that are commonly available in the marketplace.

d. The Board has determined that both of the following apply: (i) the Solar Energy System will be installed in a fenced yard or patio rather than on the roof of a home; and (ii) the Solar Energy System will be taller than the fence line.

3. Location Preferences. Although not required, the Board prefers that Members minimize the visibility of Solar Energy Systems from the roadway that fronts the Member's Unit and from outside the Unit to the extent possible.

4. Color Preferences. Although not required, the Board prefers that the Solar Energy System and mounting system be compatible in color to the established roof materials.

5. Requirements. A Member shall comply with state and local building codes and permit requirements in the replacement, maintenance, installation, or operation of an energy-saving improvement or modification or the installation of a Solar Energy System.

6. Maintenance, Repair, and Replacement. Members are responsible for maintaining, repairing, and replacing their Solar Energy System and Members shall ensure their Solar Energy System remain in good condition and repair and in compliance with all applicable State and local building codes and permit requirements. Any replacement Solar Energy Systems or components must comply with this Policy.

7. Conform to Policy Statement. Any proposed Solar Energy System installation must conform to the terms of this Policy Statement.

C. Installation of Solar Energy Systems in Common Areas or on Shared Roofs. Notwithstanding any other provision contained in this Policy including, without limitation, the provisions contained in Section B above, no Member may install a Solar Energy System in a Common Area or on a Shared Roof without first obtaining the Board's prior written approval. The Board has the right to refuse to approve any proposed Solar Energy System installed in any of these areas that is not suitable or desirable in its opinion for aesthetic or any other reasons.

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Respectfully submitted,
Board of Directors
Metropolitan Lofts Condominium
Association