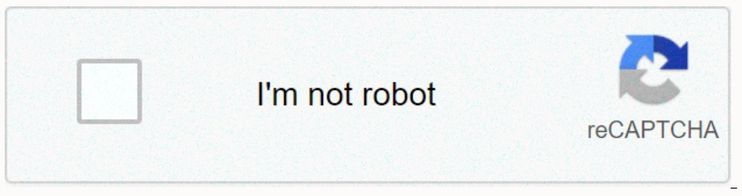

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Michigan condominium act

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To avoid computer viruses, email attachments received in our office will not be opened and will be deleted unless the source is recognized. 2 Crocker Blvd. Suite 301 • Mount Clemens, MI 48043 • (586) 465-9529 • steve@sowell-law.comDISCLAIMER: the faqs on this page are for general; you should not act or refrain from action based on what you read here. Always consult a lawyer or other specialist for advice before taking actions that can have significant consequences or consequences. If the answer does not specifically mention the association of homeowners or cooperatives, you should not assume that this advice applies to them. What is the difference between a homeowners association, a condo and a cooperative? The condo is a form of property and property development under which the owner and indivisible interest in the rest of the project. The developer has great flexibility in unit definition: it could be airspace four walls of the building; it could be a boat well in the marina; it can be a lot on which the owner has the right to build a residence; This can be a parking space in the parking lot. The remaining parts of the project are divided into common common elements and limited common elements. Limited common elements are limited to the use of individual owners: a balcony or garage may be restricted from use by one owner. The hallway or elevator may be limited to those owners who have a block ahead of this hall or located in an elevator-served building. Common common elements are those parts of the project that can be used by all owners: sidewalks, roads, communal highway, pools all fall under this category. A non-profit corporation is formed and is designed to manage the affairs of condominiums. In Michigan, condos are regulated by the Michigan Condo Act (codified as MCL §559.101 et. seq.), although other laws also apply to condominiums. The Homeowners Association is usually (but not always) a nonprofit corporation organized to represent lot owners in a traditional unit. Membership in the corporation is connected with the ownership of many; you can't be a member of a corporation without being able to do much, and your membership automatically terminates when one sells its lot. Each lot is subject to restrictions, usually contained in the Declaration of Limitations, which are recorded in the chain of names to the lot. Restrictions can be things like minimal lot deficiencies and house sizes, bans on commercial activities and fencing rules. The association is usually charged with enforcing restrictions. Lots in the unit are generally required to pay an annual valuation to fund the association's operations. Cooperative, or cooperative apartments, are a different form of ownership of the property. The non-profit corporation was created and manufactured by the owner of the property, which is developed (usually) in the form of apartments. A person buys shares in a cooperative; ownership of the share gives the owner the right to occupy one of the apartments. Tenants are charged (rent), which covers utility costs, maintenance and deduction of any debt, association debt, and unforeseen reserves. Non-payment can lead to eviction from the apartment. What's the difference between a board member, a director, and a condo officer? A board member and director is one and the same: each condo is operated by a board of directors that consists of anywhere from 1 to 9 or more members. The number is specified by condominium documents. The Board of Directors is elected (and can be removed) by co-owners; i.e. membership in the project. The Board of Directors sets policies for the association and determines annual and additional assessments. Officers (and can be eliminated) by the board of directors to carry out day-to-day operations of the project. Most condo documents call for the president, vice president, secretary and treasurer. Directors can be officers, and officers of condominiums are, often, also directors of the association. However, most condominium documents do not require officers to be directors, and some do not even require officers to be co-owners. The main difference is who chooses them: directors are elected co-owners, and officers are elected directors. What are the duties and responsibilities of a board member? The responsibilities and responsibilities of the board of directors are set forth in the documents of condominiums, as a rule, bylaws of condominiums. Typical responsibilities may include preserving common elements, developing an annual budget, employing and firing staff, accepting and amending rules and regulations, opening bank accounts, borrowing money, obtaining insurance, purchasing a unit for use as a managing agent, granting concessions and licenses, authorization to sign contracts, easements and road rights, and allegations, protection or settlement of claims on behalf of all co-owners. Board members are fidsionists; see below. What are the duties and responsibilities of officers? Officers are incriminated by the implementation of the board's policy. If the council sanctioned the painting project, officers could agree on the terms and sign the contract. The Treasurer responds and pays the association's bills and collects estimates. The President presides over a meeting of members. The vice president presides over when the president is temporarily unable to act. The Secretary maintains the minutes of the association's meetings and keeps the council's correspondence. The Treasurer is incriminated to collect estimates and pay the association's bills. Most public association documents provide other officers at the discretion of the council. Officers are fidsionists; see below. What is a fidsiary? Fidutsiary is a person who holds a position of authority and trust in relation to another person or organization. Both board members and public association officers are fidsions about the association. This means that board members must act predictably, must show ordinary care, must exercise cirrhing business judgments in the work of public association. This means no self-service between officers/directors and the association, no mile deal, no kickbacks from contractors, etc. While an individual member of the association is not a fiddium and may act in their own interests, even if that interest is adverse to the association, a board member or officer must put the needs of the association above their personal interests. Who is the lawyer of the public association? Advocate for the community represents the association as a whole; its client is a non-profit corporation formed to administer the project. The corporation stands through resolutions adopted by its board of directors and communicated and implemented by its employees, but the lawyer does not represent either board members or officers. The union consists of members who own a unit or lot or apartment in a community association, but a lawyer is often asked to sue a member, both to collect assessments or to carry out bylaws. The client of the lawyer is a legal entity, not its members, officers or directors. Are homeowners unions covered by Michigan's condo law? If not, is there a statute that governs homeowners' unions? Homeowners' unions are not covered by Michigan's condo law. There is no comprehensive statutory scheme that regulates the association of homeowners as such. The Michigan Nonprofit Corporation Act provides some recommendations to homeowners associations whose governing body is a nonprofit corporation. Some summer associations of resorts and parks are regulated by the Summer Resort and Park Act. While Steve has heard anecdotal evidence that some exist, he has never really encountered (or represented) a summer resort or park association. What is the process of amending our documents? In your documents, specify how you want to make changes and the number of affirmative votes needed to amend the document. Keep in mind that community amalgamation is usually governed by more than one document; for example, associations of co-owners of apartment buildings may have master's work, bylaws of condominiums, corporate bylaws, articles on the establishment, rules and rules. Each one may have different requirements for amendments, and I can't tell you what your particular document requires until I review it. However, having missed this, the process is usually this: Decide what you want to achieve. This may seem incredibly obvious, but what you want to achieve determines which document you are amending. Draft amendment. It is very tempting to present only the idea of membership, such as a new amendment that transfers responsibility for doors and windows to members. However, compiling the specific language you present to members makes the council think about what the problem is: Does members break glass because of negligence? This may entail amending the bylaws of condominiums. Are the seals between the double window panels (which is a cosmetic problem) or windows to develop (which is a safety and security issue)? This may entail amending the Regulation on the Distribution of Responsibility of the Main Division. Do we transfer responsibility because the association does not support reserves? This may result in changes to both the Head Teacher and the Preparing a particular language helps you formulate problems. Determine whether a meeting is needed. The senior association documents require an actual meeting to be convened and held at which members vote on the amendment. New documents can be allowed to vote without an actual meeting. If your papers have a former category, you can change them as part of the process: hey, if you're going for all the trouble, why not ease it next time. Convene a meeting (if necessary) or send out relevant ballots (if no meeting is required). Again, the document you're trying to change will set options for how far advance the message should turn out, how many members are needed for the quorum, how votes are counted, whether pros are allowed, etc. Tully voting. Keep records of voting for at least two years from the day of voting. If necessary, survey the mortgage. Some amendments to the Bylaws of the Master and condominium are obliged by law to approve the first mortgages of subdivisions in condominiums. The Michigan Condo Act contains a specific procedure for obtaining mortgage approval. This procedure can override the provisions of your specific documents. If necessary, write the amendment (if necessary). An amendment to the Main Works, the Declaration of Restrictions or Bylaws of Condominiums comes into force. An amendment to the inventory article must be submitted to the Lansing.Distribute amendment as recorded (or as approved if the record is not necessary) prior to membership. A copy of the amendment must be distributed to each participant (hand mailing or delivery), although the fact that a particular member has not actually received their copy is not an attorney to implement the amendment. The participant wants copies of the association records; we have to make copies? If your governing body is a nonprofit corporation, the answer is yes. The Michigan Nonprofit Corporation Act stipulates that a member can file a written notice to the corporation in his registered office to review the records for the proper purpose. The corporation must allow access to records within 5 business days of the requirement. If the corporation fails to comply, the member can file a lawsuit in district court, pursuing an order allowing access. If the District Court grants the order, it may also have ordered the corporation to pay reasonable participant costs and attorney fees. The Michigan Condo Act (applicable to all condos but does not apply to homeowners associations or cooperatives) stipulates, in MCLA § 559.157, that books, records, contracts and financial statements regarding the administration and operation of a condo project must be available for examination by any of the co-owners and their mortgages at a convenient time. Steve Sowell has never seen a condo that not operated by a nonprofit corporation (although some associations have allowed their corporate existence to fail due to failure to provide annual reports). While the nonprofit corporation law and the Condo Act allow access, it is the Nonprofit Corporation Act that has some bites to its provisions. How long should we keep records? There are different statutes of limitations that apply to record keeping, and some records are more important than others. The safest course of action, of course, is never to throw anything away. However, due to space constraints, it is not always practical. Governing documents such as Master of the Deal, Bylaws, Site Plans, Declarations of Limitations, Easements and the like should be kept forever. Similarly, documents relating to modifications to units (permission to deck or hot tub, for example) must be stored as long as there is modification. Documents relating to covenant violations must be kept for at least 10 years. All other records must be maintained for at least six years. Can we only have adult time in our [pool, club, tennis court, running tracks, etc]? Probably not. The Fair Housing Amendments Act of 1988 (federal law) prohibits discrimination when selling or renting housing, or providing amenities in housing, on (among other things), age and marital status. A rule or provision that prohibits the use of an athent (such as a pool) by a particular age group triggers the law. Limiting swimming laps for certain hours is an example of a restriction that can achieve one goal (after all, most children come to the pool to play, not for exercise), but won't break the law. Can we limit the number of rental units in our project? Since 2000, the Michigan Condominium Act has allowed associations to change leasing restrictions in their condo documents, though changing leasing restrictions requires voting for both co-owners and mortgages. Given the FHA guidelines, the association of co-owners of apartment buildings should seriously consider setting limits on the number of non-peculiar units. Keep in mind that because condominium documents require the approval of 66-2/3% of co-owners to make changes, if you wait until more than 1/3 of your units are owned by investors, you are unlikely to get the votes needed to put leasing restrictions in place. How do we handle bylaw violations? What are our remedies? There are many remedies available for the association of co-owners of apartment buildings. Steve wrote an entire article outlining the different methods the association should force compliance with bylaws. Is it possible to assess fines for violations of bylaws? If so, how can we go about it? Michigan's condo law allows penalties to be assessed after notification and hearing. This that you should give notice to the co-owner and hold a hearing (even (even co-owner does not visit) before you can impose a fine. Your documents must either specify the procedure of fines or authorize the council to introduce a procedure of fines in order to collect fines. Steve discusses fines in his article outlining the different methods the association should force compliance with bylaws. If your association does not have a penalty procedure in place, you can consult with Steve about the development and enactment. The co-owner placed a sign in the window of his unit and our bylaws forbid signs; What are we doing? The sign for sale is only going to go up for a limited period of time, and will be taken down when the device is sold. Just because bylaws prohibit them doesn't mean the association immediately has to call the big guns. This will only lead to the seller leaving condominiums on a sour note. I recommend that associations adopt a friendly letter to send to sold co-owners reminding them of bylaws,

but noting that the board of directors will allow the sign to remain until the device is sold or for 90 days, whatever is shorter. If the sign is a political sign, again they go up for a limited period of time and are taken down after the election. The council may want to adopt policies allowing a limited number of these signs (maybe one per other candidate or one per unit) of limited size, allow them to be placed only in a designated area, limit them to being erected no more [insert their figure here] days before the election, and stipulate that the association will dispose of them unless removed within [again] insert its figure here] a few days after the election. Other signs should be considered on the basis that they are advertising; I have yet to have a board ask if they can remove the yellow tape around the tree, but most boards will remove or request the removal of the commercial business advertising sign. From time to time, I get a co-owner who argues that limiting the sign violates his constitutional right to free speech. While the First Amendment to the United States Constitution and Article 1 of Section 5 of the Michigan Constitution both stipulate that the government should not make a law that breaks down free speech, associations of co-owners of apartment buildings are not the government, it is a private corporation. As the Michigan Court of Appeals noted by acquiring a unit in a condominium, each unit owner [waives] a certain degree of agency that he might otherwise enjoy in a separate private property. One of these freedoms may be the display of a plaque under the documents of condominiums of his project. If the association wishes to enforce the restriction of the sign, the proper remedy is to file a lawsuit in district court, pursuing a court order requiring the removal of the sign. Co-owner flies flag outside his unit refuses to remove it; What are we doing? Both Michigan and federal statutes protect the right or a member of a homeowners association to fly the American flag, under certain conditions. If the flag is an American flag and does not exceed 10 feet by 5 feet and does not cause health and safety hazards to other residents, the Michigan Condominium Act allows a co-owner to fly such a flag outside of his unit. Under federal law, the Association of Co-Owners of Apartment Buildings, a cooperative association or association with residential real estate management cannot accept or enforce any policy, or enter into any agreement that would limit or prevent a member of the association from displaying the United States flag on residential real estate within the association in respect of which such a member has a separate ownership interest or right to exclusive ownership or use. If the flag is a different type of flag, the documents of the condominium may authorize the association to force the owner to remove it; see section on the handling of bylaw violations above. What are the rules regarding satellite cuisines? Setting all rules goes beyond this FAQ page, so consult your specifics lawyer, but the general rules are: Dishes larger than one meter in diameter can be banned anywhere in the project. The dish is one meter or less can be located anywhere within the condo block. Refer to condominium documents to see what defines the unit for your project. A dish of one meter or less can be placed anywhere on a limited common element, which refers to the unit whose owner owns the dish. Again, look at your paperwork, but it can mean a balcony, patio, garage, etc. the association can require cosmetic dish screening as long as screening doesn't interfere with admission. The association can ban the dish anywhere on common items, even if the co-owner cannot receive an admission from inside its unit or from its limited common elements. Again, these rules are very general. The FCC has a dim view of association interference in the individual's admission, so it is necessary to take care to make sure that the policies of associations and the implementation of these policies do not run FCC rules or the association can wind up a trip to Washington, D.C., to protect itself. Parking is limited on our complex and there are constantly problems. How do we solve this problem? Parking is a problem that appears so regularly that Steve wrote the whole article about it. The co-owner wants to change his unit; are we allowing this? Can we ban this? The first question to ask is whether the co-owner is disabled and asks for changes to accommodate disability. If that's the case, special rules apply, and you should consult with a lawyer to make sure you don't run afoul of federal and state disability laws. Failure to comply may result in liability of the association for actual losses, in some cases co-owner's expenses and attorney's fees. If the co-owner is not disabled, the Michigan Condominium Act stipulates that the co-owner may make changes and changes to his unit subject to the use of condominium documents. Most condominium documents prohibit changes without the written permission of the association. If yours contains this ban, then the board may condition approval on terms such as the board deems appropriate. If change or modification affects the structural integrity of the device or common elements, the board may want the plans and drawings to be certified by an architect or engineer. In most cases, the association will want to conclude a written agreement with the co-owner, which determines how long the improvement will last, who pays the cost of its maintenance, and under what conditions the premises must be restored to the current state. This transaction must be recorded in the title chain per unit so that subsequent buyers are notified of the terms of the association's consent. Someone sold their unit under a land agreement; do we treat the seller or buyer as the owner of the unit? The Michigan Condo Act stipulates that the Co-owner includes a land agreement for vendes [buyers] and land contract vendors[sellers] who are considered joint and several responsible under this act and condo documents, except when recorded condo documents provide otherwise. If your documents do not provide another, both the seller and the buyer are harmed for unpaid assessments, violations of bylaws, damages caused by negligence, etc. Sometimes I get sellers who claim that their land agreement obliges the buyer to pay the grades or otherwise comply to correct the alleged violation. This provision of the act means that the association does not fall into the middle of such a finger, pointing between the seller and the buyer. Some documents of condominiums stipulate that the seller of the land contract is not personally responsible for unpaid valuations until the seller loses or foreclosesses on the land contract and regains ownership of the premises. Even under these types of provisions, nothing prevents the association from foreclosing on its liability against both the seller of the land agreement and the buyer of the land contract. Even if the seller is not personally responsible, his interest may be terminated by foreclosure on the responsibility of the association. What should cover the insurance coverage of the association, and what should cover the insurance coverage of the co-owner? The short answer is that management documents will assign insurance liability between the association and the co-owner, so read your documents. In general, the association's hazard insurance (fire and extended coverage) should cover items for which the association has maintenance, repairs and/or replacements for their true replacement cost. The ASSOCIATION must also bear liability insurance to cover slip-and-fall type accidents. If the association has employees, it needs employee compensation insurance. If he owns a vehicle, he needs auto insurance. Your best choice is to find a competent insurance agent who is familiar with the needs of condominiums, provide him with a complete set of association documents, and ask him to provide coverage appropriate to the risks of associations, as outlined in the documents. The co-owner's insurance should cover everything else, but what may entail depends on the risks the co-owner is willing to take on. The prudent co-owner insures his unit (however this can be determined), any improvements and improvements, its contents (clothing, furniture, personal property) and liability for negligence/personal injury claims. HINT: A reasonable co-owner will receive a homeowner policy from the same company that issued the association's policy, even if the premium may be higher than that of another company. In many cases, Steve has seen the co-owner's company deny coverage based on the fact that something should be covered by association policy, and company associations deny coverage based on the fact that homeownership policies should cover the damage. If the co-owner has insurance from one company as the association, the co-owner will not be caught in the middle of that finger game because the company is going to cover the loss under one policy or another. Our documents state that our meetings will be held in accordance with the Robert Order Rules; What are Robert's Rules of Order? Henry Martyn Robert wrote the book in 1907, establishing the procedures by which the assembly holds its meetings and its business in an orderly way. As noted in the 1978 Foreface Edition, the enduring principle underlying the Robert Order Rules is that while a minority will be heard and absentees protected, the majority decides. There have been no fewer than 11 editions of roberts order rules published over the years, according to the official website. If someone didn't have a class in parliamentary procedure or was on a debate team in high school or college (or is a public association lawyer), no one must have ever heard of Robert's Rules of Order. The main point of this provision of your documents is that everyone gets to say their peace at association meetings and the business association is achieved. For all but the largest community associations, Roberts's formality is probably not needed. If you get a member of your association who is fond of interrupting with points of order, I recommend appointing him on the spot to be a parliamentarian for the meeting. Typically, this person either wants to make their point or try to confuse the encounter if you try to appoint him as a parliamentarian, you will learn very quickly what his purpose is. How much money should we have in our reserves? It is instructive to quote directly from administrative norms: (1) Bylaws stipulate that the association of co-owners should support the reserve fund for the overhaul and replacement of common elements in accordance with Section 105 of the Act. The association of co-owners should support the reserve fund, which, at a minimum, should be equal to 10% of the current annual budget of the association on a non-accumulative basis. (2) The funds contained in the reserve fund required to create Section 105 of the act are used only to overhaul and replace common elements. (3) Before the date of transitional control, it is necessary to allocate the amount of funds required by the subruly (1) of this rule. The developer is responsible for any deficit in this amount on a transitional control date. (4) The following statement is contained in bylaws: The minimum standard required by this section may prove inadequate for a particular project. The co-owners' association should carefully analyze its condominium project to determine whether a larger amount should be set aside or if additional reserve funds should be created for other purposes. An example can help clarify what is meant by a non-accumulative basis. If the budget is $10,000 for fiscal year 2005 and the association has no reserves, it should budget and allocate (at least) $1,000 to fund reserves. Assuming nothing is spent from reserves in 2005 and budget increases to $11,000 for fiscal year 2006, the association needs to budget and allocate (at least) an additional $100 to add to reserves, so the reserve equals $1,100. If $500 is spent from reserves in 2006 and the 2007 budget goes to $12,000, then the association needs to budget and set aside (at least) $700 to bring the reserve to $1,200.As section 4 states, this 10% minimum standard would rarely be sufficient. In an ideal world, the association adequately finances its reserves so that as necessary to replace capital (roads, roofs, etc.), the association has sufficient funds in reserve to pay for these without the need for additional valuation. If 10% is rarely sufficient, how to determine what an adequate reserve is? The concept is pretty simple: look at every item that the association is responsible for replacing. Determine its expected lifespan. Determine where you are in your expected useful life. Determine the cost of replacing the goods. Then do the math. As an example: the roof can reasonably be expected to spend 15 years. If the project is new, or if the roofs have just been replaced last year, then there are 15 years left in the expected useful life. If the cost of is $1,500, then the association must place in reserves of $100 a year over the next 15 years to have sufficient reserves to replace the roof at the end of useful life. If roofs are 10 years old, the association must set aside $300 a year for the next five years to have sufficient supplies at the end of useful roof life. One makes this analysis for each item for which the association is replaced by the responsibility of condominium documents. Discount inflation because the association will (should be) earning interest on reserves. If the backup analysis definitely does not work (roofs fail early, costs rise faster than inflation, etc.), the difference can be financed with an additional estimate. If this sounds difficult and time-consuming, know that there are several companies that will do a back-up study for the association, providing the association with both a valuable review of the health of the condominium project's physical plant and a detailed roadmap for funding reserves. Steve shared the stage with one such company, Reserve Advisors, at the recent annual CAI-Michigan conference. What is the difference between an additional assessment and a special assessment? Most condominium documents distinguish between additional assessments and special assessments. Additional assessment can be charged by the board of directors without a vote of co-owners. A special assessment requires the approval of co-owners by a certain majority or percentage, as indicated in the documents of condominiums. Additional estimates (levied by the council) are generally permitted for budget shortfalls, repairs or replacements of existing common items, additions to a common element not exceeding a defined amount each year, or for emergencies. A 50% increase in insurance premiums, replacement roofs or working funds to get past the hurricane, would be an example of conditions that could require additional evaluation. Special assessments (which require the vote of co-owners) are basically all the rest not covered as an additional assessment. Funding for the installation of a swimming pool or tennis court where it did not exist before would be an example of an item requiring a special assessment. Can we fund the cost of repairing our [roofs, roads, swimming pool, etc.] with credit? Perhaps. Steve has whispered several associations through the lending process, and there are lenders (see below) that will lend to associations of co-owners of apartment buildings. Your documents may require members' approval before the board can borrow money and you may have to amend your documents to grant a deposit or otherwise satisfy your potential lender. Steve's fundamental objection to financing replacement and repair on credit is that there is already a funding mechanism for these: additional evaluation of members. Borrowing money from simply introduces additional costs (closing costs, fees, interest) to repair costs. Why not just evaluate membership and avoid additional costs and paperwork? There is an argument to be made that borrowing money and paying it back over time understates the blow of a one-off valuation proper immediately, but if the association were adequately funding its reserves, the additional valuation should not be so much anyway. Lenders include mutual Omah Bank, First Bank and Trust and HOA Lending Solutions. Steve Sowell lists these lenders as polite and makes no recommendations. Thoroughly investigate and when making your own informed decision about which lender to borrow. We have some snowbirds going to Florida (or Nevada, or California, etc.) for the winter. How do we have access to their unit in case of emergencies? Most documents stipulate that the association has access to the unit upon prior notice to inspect or repair common or limited common elements, and without prior notice in case of emergencies. Some documents stipulate that, if the co-owner does not provide access, the association may obtain accreditation by any reasonably necessary means and charge the cost back to the owner. For non-emergencies, I recommend the first letter to the owner asking to contact the association to set the date and time of the inspection. If contact is not made, watch out for a second letter informing you that the association will be in the unit at the specified date and, if no one has access to the association, the association will gain access through a locksmith and (if any) charge the cost back to the unit. In any case, if the owner objects to entry, the association cannot break the peace in gaining access to the unit. At this stage, the association must seek a court order to grant access. Can you give us some guidelines for moving from self-management to hiring a management company? First, do your homework. There are some excellent management companies, quite a few mediocre management companies, and a few really poor management companies in Michigan. Interview of the president. Browse the website. Ask and contact the link. Second, recognize that a unit company is going to do things differently than the board used to enforce them. The financial report may be in a different format if the management company uses other software. The management company will have its own methods and processes to handle service requests, and there will be a learning curve for your members to start using them. Give the management company the benefit of the doubt; the transition can take six months, but after that the board must find that its burden has been greatly reduced by the transition to professional governance. is about to flip control of the Owners? What do we need to know about the turnaround? Below is a non-exclusive checklist of things to ask the developer for turnover:1) Control or possession of all funds of the association (transfer of signatories to accounts)2) Books and records association:a) Full set Master of Affairs, Condominium Bylaws, Website Plan, Corporate bylaws, as well as all amendments to any of these documents) Copies of all bank statements) Subsection files (including the history of payments per unit)i) permits for petii) consent to changes in general elements) correspondence with co-owners) all contracts concluded by the developer on behalf of the association) management contract) snow ploughing /landscapingiii) pool or other maintenanceiv facility) garbage collection) utilities) warranties or guarantees for general or limited general elementsf) directory association (list of owners with phone numbers and addresses of designated representatives / contacts)d) any keys to the units , entrusted to access the units in an emergency manner) annual fees / advisory fees / minutes of board meetings) corporate records (articles on registration) , annual reports)j) insurance policy) employee records) tax returns filed on behalf of the association) have become for the board of directors, whose validity has not expired3) Keys/access codes, keycard machines required to access common or limited common elements4) Copies of any lawsuits/regulatory actions in which the association participates5) Name and keys to any vehicles purchased in the name of the association6) Any specifications designed for change requests (i.e. specifications for storm doors, fences, etc.) Our developer does not address legitimate repair issues for units and general elements. How long should we pursue a developer on these issues? A new section of the Michigan Condominium Act, passed on December 31, 1999, provides for: 176 sec. (1) The following restrictions apply in the cause of the action, arising from the development or construction of joint elements of the condominium project, or management, operation or control of the CONDO project: (a) If the reason for the action is accrued on or before the date of transitional control, the person shall not support the action against the developer, residential developer, licensed architect, contractor, sales agent or project manager of condominiums later than 3 years after the date of transitional control or 2 years after the date on which the cause of the action is accrued. (b) If the reason for the action is accrued after the date of transitional control, the person shall not support the action against the developer, residential developer, licensed architect, contractor, sales agent or manager of the condominium project later than 2 years after the date on which the reason for the action is accrued. (2) Subsection (1) applies only to date at or after the date of incursion that this unit has added. If your project was created (your Master Deed was recorded) before December 31, 1999, the problem is less clear; You really should consult with a lawyer as soon as possible about your repair issues. My country club places the names of members who are behind their funds on [bulletin board, website, etc.] and seem to get results. Can we do the same?No. The Michigan Collection Practice Regulation (MRCPA) specifically prohibits:(l) Publication causing publication or threats to make public debtor lists, except for credit reporting purposes, when, in response to a specific request from a potential credit grante about the debtor, and (m) The use of a card is a disgrace, a disgrace to the car, or otherwise bring to public notice that the consumer is a debtor, except for a lawsuit MRCPA applies to both the association itself and any debt collectors, as defined by the Act, which includes the university company association and its lawyers. Our receivables (unpaid valuations) are getting out of hand. What are we doing? Steve gave a seminar at the ANNUAL CAI-Michigan Conference on Collecting Assessments. Basically, the association needs a collection policy and should ensure it evenly. Can we introduce a late fee? If so, how much? Michigan's condo law stipulates that the association can collect late fees according to condo documents. Your condo documents should provide late fees in some way; otherwise, you may not collect late fees. Some documents indicate an late fee in the amount of the set amount; if so, this is the amount you can collect until the document is changed. Some documents allow the council to draw up a schedule of late payment. Some documents provide for the assessment of fines for late payment; as noted above, fines require notification and hearing, which greatly complicates the process. Typically, a lender may charge one late fee for late payment if the late fee is reasonable. For example, if a co-owner misses paying his January assessment during a grace period, the association may introduce a reasonable late fee. If the co-owner then makes its February assessment in time, the association cannot then impose a second untimely charge, on the argument that the payment received in February was applied to the January assessment and thus the February payment was therefore late. Reasonable means that the amount of collection must bear some connection with the increase in the burden placed on the association by late payment. The association probably had to send a letter about deerium. A fee of $25 is probably reasonable, while a late fee of $125 probably isn't. commission in the amount of 4-5% of the outstanding payment; if the mortgage payment is $1000, a late fee of $50 is introduced. The Association should keep in mind that late payments are intended to prevent late payments; they are not intended to supplement the association's revenues. If the co-owner has a reasonable explanation of late payment and otherwise has no history of chronic delay, the association should consider delaying late charges in exchange for prompt payment of the balance. We want to write down our own obligations for unpaid assessments; where can we find the form? I don't know. I will not provide you with a copy of my form because the cost of my services is not in the form itself, but in what I am doing to make sure the lian is correct. Proper doesn't just mean that the fields are correct and the document blights. I also confirm the proper balance, make sure that the liang has been properly authorized by the board, review the condominium documents to make sure that the liang is properly served, prepare a professionally worded letter of demand for the co-owner, comply with various federal and state debt collection laws, communicate with the debtor, treasurer and/or managing agent, and I monitor to make sure that the liang is quickly discharged upon payment I think associations (or managing agents) recording their own lies are a very bad idea: directors and insurance officers generally don't cover clouds or title defamation (the reason the co-owner's action will be used to sue you is when you record a lie against the wrong unit or when you're unable to defuse a lie quickly after it's paid off). A non-staffer who prepares and records a form can engage arbitrarily in the practice of law (the law is not fully regulated on this issue). Michigan law allows condo foreclosures either through advertising or lawsuits. What do you recommend? Steve recommends foreclosure by condo advertising. The reasons are listed in this article. We have received reports that a mortgage company is plotting against one of our co-owners; What are we doing? Track the sale and see if it goes ahead. The percentage of foreclosure is canceled when the co-owner scrapes together the money to renew the loan. If not, confirm that the sale actually took place (many of them postponed week to week). Report the mortgage in writing if the device contains common common elements that need to be maintained, such as the building's cesspool pump or central water lines. While the mortgage can do nothing, at least you put it on notice if it's took possession and winter unit. Track whether the unit is busy, especially in cold weather. The typical maturity of mortgage foreclosure is six months from the date of sale. If the co-owner and shuts down utilities, the pipes in the unit can hang. hang. it is cheaper for the association to include utilities in the name of the association than it is to clean up and repair water damage. Keep an eye on the term of redemption and inform the mortgage about the expiration of its liability for payment of estimates. After the maturity of the mortgage, he becomes a co-owner and is responsible for the assessments like any other co-owner, except that he is not responsible for the estimates accrued prior to his acquisition of ownership. We may collect attorney fees from co-owners by default, so why can't we collect attorney fees when we have to sue our [roofer, snow ploughing service, artists, etc.] Michigan complies with U.S. law enforcement law, which means that each party pays its own attorney's fees and expenses if the statute, court rule or contract clause does not require a party who lost, pay the prevailing lawyer's fee. The Michigan Condo Act contains one of the following exceptions: MCLA §559.206(b) provides that in proceedings arising from an alleged default by a co-owner, co-owner or co-owner, if successful, will restore the costs of proceedings and reasonable attorney fees, as defined by the court, to the extent that the condo documents are expressly granted. Most condominium documents allow the combined to recover their expenses and attorney fees from the co-owner by default. However, this provision of the act applies only to defaults by co-owners, and then only under conditions of successful amalgamation. It does not apply to disputes with other individuals, such as roofers, landscapers, etc. You can negotiate a provision in your contract with your loser contractor to pay the winner's lawyer fee, but keep in mind that there must be amethy minds to form a contract. Your contractor may not agree to such a provision. One of our members has just filed for bankruptcy. What are we doing? Steve wrote several articles regarding co-owners filing for bankruptcy. An explanation of what the association's board should do when co-owner bankruptcy files can be found here. We have a co-owner who is a common nuisance; always complain, verbally attack board members, circulate petitions, etc. How do we deal with this person? There are no magic bullets to deal with the toxic co-owner. There is nothing the council can do to get them to sell their unit. The board should be carefully tuned to that person. Sometimes, amid all the noise is a legitimate issue of repairing or violating bylaws that need to be addressed, and the council can get into trouble if legal repairs are ignored along with all the noises. Attending our annual meeting is always unfavorable; how can we improve it? An article about improving meeting attendance can be found on the website One thing I despize is the offer or games to improve attendance if you are not qualified with the state. Even a 50-50 draw requires a license from the state; You can download the State Draw Guide (PDF document). the document).

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