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Village At Disciples Ridge Owners Association Board of Directors
Architectural Control Committee

Gentlemen,

I am respectfully requesting review and approval of an exterior appearance modification for Unit 724 and 704 in the Village at Disciples Ridge. I am making this request to comply with Article VI section 4 of the Condominium By-laws.

The specific changes alterations are only in the exterior appearance of the front door, specifically the door knob / latch and lock, and are not structural in nature. The changes do not in any way impair the structural integrity of the building. All cost for the modification and any future cost for repair, replacement or restoration will be incurred solely by the owners of said units and not the association. The alteration is in compliance with state and local building codes requirements and health and safety laws. The owners of said units have and will maintain individual liability insurance as it relates to this issue.

Any hold harmless or like agreements will be initiated upon request and approval of said alteration by the Board of Directors.

All right of the Board of Directors to gain access to said units shall not be infringed upon by this Alteration as outline in the Condominium by-laws

This request for this alteration is to facilitate access to or movement within the unit for persons with disabilities who reside in or regularly visit the unit, or to alleviate conditions that could be hazardous to persons with disabilities who reside in or regularly visit the unit as provided for under Michigan Law.

Guests, co-owners and regular tenants of these units are disabled by distinct rheumatic or other disabling conditions and have requested that I comply with

their request to facilitate access and movement within these units pursuant to Michigan condominium act 59 of 1978 and current ADA Title III regulations 28 CFR

Legal reference:

When determining how best to accommodate this request I referenced the;

Michigan condominium act 59 of 1978

Department of Justice ADA Title III Regulation 28 CFR Part 36

CONDOMINIUM ACT
Act 59 of 1978

AN ACT relative to condominiums and condominium projects; to prescribe powers and duties of the administrator; to provide certain protections for certain tenants, senior citizens, and persons with disabilities relating to conversion condominium projects; to provide for escrow arrangements; to provide an exemption from certain property tax increases; to impose duties on certain state departments; to prescribe remedies and penalties; and to repeal acts and parts of acts.

Section:

559.147a Persons with disabilities; improvements or modifications by co-owner to facilitate access or movement; alleviation of hazardous conditions.

sec. 47a. (1) A co-owner may make improvements or modifications to the co-owner's condominium unit, including improvements or modifications to common elements and to the route from the public way to the door of the co-owner's condominium unit, at his or her expense, if the purpose of the improvement or modification is to facilitate access to or movement within the unit for persons with disabilities who reside in or regularly visit the unit, or to alleviate conditions that could be hazardous to persons with disabilities who reside in or regularly visit the unit. The improvement or modification shall not impair the structural integrity of a structure or otherwise lessen the support of a portion of the condominium project. The co-owner is liable for the cost of repairing any damage to a common element caused by building or maintaining the improvement or modification, unless the damage could

reasonably be expected in the normal course of building or maintaining the improvement or modification. The improvement or modification may be made notwithstanding prohibitions and restrictions in the condominium documents, but shall comply with all applicable state and local building code requirements and health and safety laws and ordinances and shall be made as closely as reasonably possible in conformity with the intent of applicable prohibitions and restrictions regarding safety and aesthetics of the proposed modification.

(2) An improvement or modification allowed by this section that affects the exterior of the condominium unit shall not unreasonably prevent passage by other residents of the condominium project. A co-owner who has made exterior improvements or modifications allowed by this section shall notify the association of co-owners in writing of the co-owner's intention to convey or lease his or her condominium unit to another at least 30 days before the conveyance or lease. Not more than 30 days after receiving a notice from a co-owner under this subsection, the association of co-owners may require the co-owner to remove the improvement or modification at the co-owner's expense. If the co-owner fails to give timely notice of a conveyance or lease, the association of co-owners at any time may remove or require the co-owner to remove the improvement or modification at the co-owner's expense. However, the association of co-owners may not remove or require the removal of an improvement or modification if a co-owner intends to resume residing in the unit within 12 months or a co-owner conveys or leases his or her condominium unit to a person with disabilities who needs the same type of improvement or modification or who has a person residing with him or her who requires the same type of improvement or modification.

(3) If a co-owner makes an exterior improvement or modification allowed under this section, the co-owner shall maintain liability insurance, underwritten by an insurer authorized to do business in this state and naming the association of co-owners as an additional insured, in an amount adequate to compensate for personal injuries caused by the exterior improvement or modification. The co-owner is not liable for acts or omissions of the association of co-owners with respect to the exterior improvement or modification and is not required to maintain liability insurance with respect to any common element. The association of co-owners is responsible for maintenance, repair, and replacement of the improvement or modification only to the extent of the cost currently incurred by the association of co-owners for maintenance, replacement, and repair of the common elements covered or replaced by the improvement or modification. All costs of maintenance, repair, and replacement of the improvement or modification exceeding that currently incurred by the association of co-owners for maintenance, repair, and replacement of the common elements covered or replaced by the improvement or modification shall be assessed to and paid by the co-owner or the unit serviced by the improvement or modification.

(4) Before an improvement or modification allowed by this section is made, the co-owner shall submit plans and specifications for the improvements or modifications to the association of co-owners for review and approval. The association of co-owners shall determine whether the proposed improvement or modification substantially conforms to the requirements of this section and shall not deny a proposed improvement or modification without good cause. If the association of co-owners denies a proposed improvement or modification, the association of co-owners shall list, in writing, the changes needed to make the proposed improvement or modification conform to the requirements of this section and shall deliver that list to the co-owner. The association of co-owners shall approve or deny the proposed improvement or modification not later than 60 days after the plans and specifications are submitted by the co-owner proposing the improvement or modification to the association of co-owners. If the association of co-owners does not approve or deny submitted plans and specifications within the 60-day period, the co-owner may make the proposed improvement or modification without the approval of the association of co-owners. A co-owner may bring an action against the association of co-owners and the officers and directors to compel those persons to comply with this section if the co-owner disagrees with a denial by the association of co-owners of the co-owner's proposed improvement or modification.

(5) This section applies to condominium units existing on May 27, 1987 and to those built or converted after May 27, 1987.

(6) This section does not apply to a condominium unit that is otherwise required by law to be barrier-free and does not impose on a co-owner the cost of maintaining that barrier-free unit.

(7) As used in this section, "person with disabilities" means that term as defined in section 2 of the state construction code act of 1972, 1972 PA 230, MCL 125.1502.
History: Add. 1987, Act 31, Imd. Eff. May 27, 1987;³/₄Am. 1998, Act 36, Imd. Eff. Mar. 18, 1998;³/₄Am. 2000, Act 379, Imd. Eff. Jan. 2, 2001.

Department of Justice ADA Title III Regulation 28 CFR Part 36

PART 36 -- NONDISCRIMINATION ON THE BASIS OF DISABILITY BY
PUBLIC ACCOMMODATIONS AND IN COMMERCIAL FACILITIES

Sec.36.101 Purpose.

The purpose of this part is to implement title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12181), which prohibits discrimination on the basis of disability by public accommodations and requires places of public accommodation and commercial facilities to be designed, constructed, and altered in compliance with the accessibility standards established by this part.

Sec.36.102 Application.

(a) General. This part applies to any --

(1) Public accommodation;

(2) Commercial facility; or

(3) Private entity that offers examinations or courses related to applications, licensing, certification, or credentialing for secondary or postsecondary education, professional, or trade purposes.

(b) Public accommodations. (1) The requirements of this part applicable to public accommodations are set forth in subparts B, C, and D of this part.

(2) The requirements of subparts B and C of this part obligate a public accommodation only with respect to the operations of a place of public accommodation.

(3) The requirements of subpart D of this part obligate a public accommodation only with respect to --

(i) A facility used as, or designed or constructed for use as, a place of public accommodation; or

(ii) A facility used as, or designed and constructed for use as, a commercial facility.

(c) Commercial facilities. The requirements of this part applicable to commercial facilities are set forth in subpart D of this part.

(d) Examinations and courses. The requirements of this part applicable to private entities that offer examinations or courses as specified in paragraph

(a) of this section are set forth in Sec.36.309.

(e) Exemptions and exclusions. This part does not apply to any private club (except to the extent that the facilities of the private club are made available to customers or patrons of a place of public accommodation), or to any religious entity or public entity.

Sec.36.103 Relationship to other laws.

(a) Rule of interpretation. Except as otherwise provided in this part, this part shall not be construed to apply a lesser standard than the standards applied under title V of the Rehabilitation Act of 1973 (29 U.S.C. 791) or the regulations issued by Federal agencies pursuant to that title.

(b) Section 504. This part does not affect the obligations of a recipient of Federal financial assistance to comply with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and regulations issued by Federal agencies implementing section 504.

(c) Other laws. This part does not invalidate or limit the remedies, rights, and procedures of any other Federal laws, or State or local laws (including State common law) that provide greater or equal protection for the rights of individuals with disabilities or individuals associated with them. Individual with a disability means a person who has a disability. The term "individual with a disability" does not include an individual who is currently engaging in the illegal use of drugs, when the private entity acts on the basis of such use.

Place of public accommodation means a facility, operated by a private entity, whose operations affect commerce and fall within at least one of the following categories --

(1) An inn, hotel, motel, or other place of lodging, except for an establishment located within a building that contains not more than five rooms for rent or hire and that is actually occupied by the proprietor of the establishment as the residence of the proprietor;

Sec.36.202 Activities.

(a) Denial of participation. A public accommodation shall not subject an individual or class of individuals on the basis of a disability or disabilities of such individual or class, directly, or through contractual, licensing, or other arrangements, to a denial of the opportunity of the individual or class to participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations of a place of public accommodation.

(b) Participation in unequal benefit. A public accommodation shall not afford an individual or class of individuals, on the basis of a disability or disabilities of such individual or class, directly, or through contractual, licensing, or other arrangements, with the opportunity to participate in or benefit from a good, service, facility, privilege, advantage, or accommodation that is not equal to that afforded to other individuals.

(c) Separate benefit. A public accommodation shall not provide an individual or class of individuals, on the basis of a disability or disabilities of such individual or class, directly, or through contractual, licensing, or other arrangements with a good, service, facility, privilege, advantage, or accommodation that is different or separate from that provided to other individuals, unless such action is necessary to provide the individual or class of individuals with a good, service, facility, privilege, advantage, or accommodation, or other opportunity that is as effective as that provided to others.

(d) Individual or class of individuals. For purposes of paragraphs (a) through (c) of this section, the term "individual or class of individuals" refers to the clients or customers of the public accommodation that enters into the contractual, licensing, or other arrangement. Sec. 36.207 Places of public accommodation located in private residences.

(a) When a place of public accommodation is located in a private residence, the portion of the residence used exclusively as a residence is not covered by this part, but that portion used exclusively in the operation of the place of public accommodation or that portion used both for the place of public accommodation and for residential purposes is covered by this part.

(b) The portion of the residence covered under paragraph (a) of this section extends to those elements used to enter the place of public accommodation, including the homeowner's front sidewalk, if any, the door or entryway, and hallways; and those portions of the residence, interior or exterior, available to or used by customers or clients, including restrooms.

Alteration:

I respectfully apologize to the Board of Directors and Architectural Committee for having made these alterations without prior approval. While no complaints by any Co-owners or the Board of directors has been brought to my attention I realize this alteration is in conflict with the condominium By-laws. I further recognize that my actions are a procedurally out of sequence as stated in 559.147a.(4) of the Michigan Condominium Act.

I request that the Board of Directors and Architectural Committee allow the alteration to remain until a determination by the Board of Directors and the Architectural Committee is made. Restoration of the original hardware prior to the modification would require not only further expense but it would re-impose hardships and impediments to facilitate access to or movement within the unit for persons with disabilities who reside in or regularly visit the unit, or contribute to conditions that could be hazardous to persons with disabilities.

Additionally the benefit of the Alteration to persons with disabilities as outlined above has been received by said persons and proved fundamentally essential in the productive and enjoyable use of said units.

Plans For alteration:

The plans for the alteration are specific and were followed according to the installation instruction provided by the lock company that the Door latches were purchased from.

(See Attachment Oracode_660K_Installation_Instructions_[PK3192-08-06])

The following web-link will direct you to the company that produces the lock and door latch

<http://www.kaba-ilco.com/>

Recommendations for functionality and hardware specifications:

This Specific lock and door latch conforms to the guidelines proposed by the Department of Justice ADA Title III Regulation 28 CFR Part 36

Common ADA Errors and Omissions in New Construction and Alterations

Doors

Error/Omission:

The shape of the door hardware requires tight grasping, pinching, and twisting of the wrist to use.

Result:

The door cannot be opened if the user cannot operate the latch or handle.

Requirement:

4.13.9* Door Hardware. Handles, pulls, latches, locks, and other operating devices on accessible doors shall have a shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist to operate. Lever-operated mechanisms, push-type mechanisms, and U-shaped handles are acceptable designs. When sliding doors are fully open, operating hardware shall be exposed and usable from both sides. Hardware required for accessible door passage shall be mounted no higher than 48 in (1220 mm) above finished floor.

Situational considerations in addition to ADA law and MCL act 59 of 1978:

During your review and consideration for the alteration request I ask that the Board of Directors and Architectural Committee consider the following

Security: As an owner I have had several of the following security related incidents.

1) Unauthorized entry into owners units without cause or permission by rental management, cleaning and security personnel of Boyne USA.

2) Unlawful removal of personal items from owners units by rental management, cleaning and security personnel of Boyne USA.

The use of locking system and door latch proposed in the alteration request will serve as a means to prevent the situations above and ensure the safety and security of owners and tenants on whose behalf I have made the alteration request.

Access through the use of the door latch and locking system in the proposed alteration is auditable providing owners with the ability to view who entered their residence when but to also control access by maintenance guest and any other persons who may need or want access to the residence..

Like Alterations:

Currently many units have like alteration in the form of key boxes and realtor access boxes. These alterations approved or otherwise, show a need to address a trend for access to units that is not being filled by the property management company.

I realize that the intent of key-boxes and like alterations serve a different purpose than compliance with ADA law and MCL act 59 of 1978, however both are alterations in the appearance of the exterior.

The difference in the appearance has either benefit or detriment. One alteration projects a transient ownership population and could be considered a security issue as it leaves access to keys. The other alteration projects an appearance of security and residence while ensuring keys are not accessed by unauthorized personnel.

Independent Rental Operations as authorized in the Condominium By-laws:

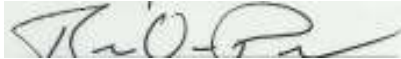
Due to the inability of proper rental management By Boyne USA, many Association Members have begun to lease their units independently. Approving this alteration will give owners an option in the use of an independent entry system that enhances security and appearance of their units while conforming to legal guidelines.

Approving this alteration request would be a proactive measure to encourage

uniformity by setting a standard as owners withdraw from the rental management of Boyne USA. This has been a growing trend and is likely to continue.

Thank you for your consideration in this matter.

Respectfully

A handwritten signature in black ink, appearing to read "R. J. Vander Ploeg", is displayed on a light green rectangular background.

Robert J. Vander Ploeg