

## RULES AND GUIDELINES FOR RETRACTABLE AWNINGS

1. Retractable awnings are defined in the Michigan Building Code. "A retractable awning is a cover with a frame that retracts against a building or other structure to which it is entirely supported."  
In Moravian Meadows, awnings are restricted for use over decks or patios that have hard surfaces – such as stone, brick or wood, and only at the rear or end units of the residence and building.
2. Awnings may only be in use or extended during the period of May 1 to October 31 and must be retracted when the residence is unoccupied.
3. Awnings must be equipped with an electric motor and manual override (hand crank) and equipped with a wind sensor, or rain and wind sensor, installed per awning manufacturer's specification.  
Awnings must be certified to withstand wind loads of at least 20 mph winds, and the wind sensor must retract the awning automatically before winds exceed wind load rating. Manually operated awnings will be allowed.
4. Awning materials: Acrylic fabrics or synthetic composite materials are required, in solid colors to match the roof, exterior siding, or trim of the residence. The fabric must be plain, that is, without any pattern, stripes, logos, or decoration. An awning may have a valance on the front edge of the same color fabric as the awning itself. Such a valance must be removed or covered from November 1 through April 30. The type of valance must be included with the **written request** when submitting to Moravian Meadows Board for review prior to approval.
5. Color: Fabric colors of the canopy must be coordinated with the color of the residence as specified in Rule No. 4 above and be approved by the Moravian Meadows Board of Directors in writing prior to installation. At least three fabric samples, a primary choice and two alternative colors, consistent with the roof, exterior siding or trim color of the residence must be submitted with the Request for Approval application form to the Board of Directors and the Board will select the color to be approved.  
The color of the frame of the retractable awning should be a neutral tone and/or coordinated with the color of the awning fabric.
6. The awning frame and fabric shall be warranted for a minimum of 10 years.
7. Required mounting locations are on the soffit, or on the vertical exterior wall of the residence. Retractable awnings are not permitted to be installed or rise above the gutters or above the roof's overhang. Roof mounted retractable awnings are prohibited.
8. It is the responsibility of the owner to insure that a retractable awning and all accessories are installed in full compliance with the manufacturer's guidelines and or instructions. The owner has the option of either retaining a licensed and insured contractor or the awning dealer to install the retractable awning. All awning installations shall have proper permits pulled and are subject to local building codes. If electrical work is required beyond the customary installation (e.g., hardwire to a new outlet as no exterior outlet is available), the owner must retain a licensed electrician to perform such work, who shall obtain an electrical permit.  
The installation shall be performed in such a manner that the full extent of the manufacturer's written warranty is obtained and in the owner's file for future reference with a copy submitted to the Moravian Meadows Board of Directors to be kept on record within the unit's file.  
Note: If lights are included with the awning, or are an accessory, Moravian Meadows Association rules on lighting shall apply.

## RULES AND GUIDELINES FOR RETRACTABLE AWNINGS

9. All requests for the installation of a retractable awning must be made to the Moravian Meadows Association Board of Directors using the Request for Approval application form. In addition:
  - a. All applications must provide evidence of conforming to the rules as specified above, such as a copy of the manufacturer's specifications, a dealer's written proposal, etc.
  - b. Installation is prohibited until the Board of Directors approves a request in writing. Verbal approvals are not recognized by the Moravian Meadows Board of Directors.
  - c. All units are eligible.
  - d. Only one (1) awning will be allowed per unit.
  - e. All awnings applied for shall not exceed 16 feet in width, must be centered with the deck or patio and shall not go beyond the deck or patio when fully extended.
10. As stated on the Request for Approval form, neighbors' signatures proving notification is required and approval is required.
11. Retractable awnings may be permitted on condominium units provided that the condominium association governing documents allow such installation in writing and has a set of written rules and requirements about awnings that conform to the Moravian Meadows Association rules herein, with additional requirements that clearly consider obstructed sight lines and require neighbor notification, neighbor approval. The Board of Directors and its process is the final authority of the application by a condominium owner and as such may approve or disapprove the request.
12. Board approval of an awning is considered a license in use, and may be withdrawn for violation of Moravian Meadows Association governing documents and/or rules, including but not limited to:
  - a. Failure to maintain the awning in good working order
  - b. Installation of an awning that differs from the awning submitted for approval,
  - c. Creation of a nuisance, or
  - d. Failure of a subsequent owner to sign the Awning Agreement before purchasing the residence.

## RULES AND GUIDELINES FOR RETRACTABLE AWNINGS

13. Board approval of the installation of a retractable awning requires that the owner agrees to comply with the awning agreement described on the next page. The owner's agreement to comply is indicated by the owner's signature on the Moravian Meadows Association application and on the awning agreement. Please include the following information when submitting your plan for the awning:

- Plot map showing location
- Drawing showing top view
- Drawing showing side view
- Dimensions
- Color (chips or samples)
- Sample of materials
- Wiring Location - exterior wiring conduit is prohibited.

If approval is withdrawn, the Moravian Meadows Association may use any and all enforcement procedures available to have the awning removed, and all costs incurred, legal or other, shall be the obligation of the current owner.

**AWNING AGREEMENT:**

The owner of the retractable awning agrees to the following requirements:

- Awnings will be used or extended only during the period of May 1 to October 31 and will be retracted when the residence is unoccupied.
- The owner is responsible for the regular maintenance, cleaning, care, repair, and replacement of the awning to insure that the unit operates electrically, as well as with a hand crank, and the wind sensor is functioning, and the awning fabric is in good condition. Inspections to confirm satisfactory operation and condition are to be performed by the owner each year when the awning is first used.
- Damage to the residence and / or Common areas caused by an awning is the responsibility of the co-owner.
- If the awning is damaged, it must be repaired within a 45-day period and restored to its original condition. If the repair time is estimated to be longer than 45 days, the owner must provide a written estimate (from the repair company/parts provider) with an explanation of what needs to be done to get the unit operating again. Co-owners must request relief from the Board of Directors if the awning cannot be repaired during the 45 day period, and the owner may be granted up to an additional 45 day extension to make the necessary repairs. If the awning cannot be repaired in the time agreed upon by the Board of Directors with the co-owner, the awning must be removed. If the damaged awning is removed because it cannot be repaired, installation of a replacement awning will require a new application to the Board of Directors.
- When the residence is to be sold, the seller agrees to disclose to the buyer that the buyer is required to sign this awning agreement in order to retain Board approval of the awning on the residence. If the prospective co-owner refuses, the seller agrees to remove the awning before the sale is completed. If the seller fails to remove the awning before the sale, Moravian Meadows approval of the awning is revoked.

Acceptance Signatures:

Original Awning Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Subsequent Awning Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Subsequent Awning Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Subsequent Awning Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Subsequent Awning Owner: \_\_\_\_\_ Date: \_\_\_\_\_