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WRITER'S EXTENSION

WRITER'S E-MAIL ADDRESS
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June 23, 2026

Via Email only

To: Members of Stone Meadow Homeowners Association

Re: Drainage Improvement Assessment/ Phase 1 Work

Dear Members:

This firm represents Stone Meadow Homeowners Association regarding the drainage issues affecting the detention pond/drainage area and the Association's recently approved assessment for Phase I of the drainage improvement work.

The Board understands that no homeowner welcomes an additional assessment. However, the present issue is not simply a routine improvement, optional project, or cosmetic enhancement. The Association has received written notice from the neighboring homeowners association identifying long-standing drainage and flooding concerns allegedly tied to the detention pond/drainage area owned or maintained by this Association. The letter describes water accumulation, sump pump issues, basement flooding, mosquito concerns, drainage failures, and potential property damage claims from homeowners in the neighboring subdivision. It also requests formal confirmation that this Association intends to address the issue. In short, the Association has been placed on notice of a condition that may expose the Association, and therefore its members collectively, to greater financial risk if it is not addressed in a timely manner.

The Board has therefore determined that Phase I of the drainage work should proceed promptly. Phase I is intended to alleviate the immediate drainage problem, reduce the likelihood of continuing damage, and place the Association in a better position to respond responsibly to the concerns that have been raised. Delaying the project may increase costs, prolong the condition, and create a greater risk that claims will be asserted against the Association.

The Board further wishes to clarify that the present charge should not be understood as a discretionary "special assessment" for a new improvement, optional project, or enhancement to the subdivision. Rather, the charge arises from the Association's obligation to maintain, repair, and preserve common elements and drainage infrastructure that have existed for the benefit of the Association and its members. The drainage condition at issue has developed over a long period of time and, for whatever reason, has not been adequately addressed in prior years. The fact that the required maintenance and repair has been deferred does not convert the work into an optional improvement or relieve the Association of its responsibility to act now. The funds being requested are necessary to perform long-needed maintenance and repair of Association property, to protect the common elements, and to reduce the risk of further damage, expense, and claims against the Association.

The Board is aware that some members have questioned why the assessment is being requested as a lump-sum payment rather than spread over twelve months. The Association understands that a longer payment schedule may be preferable in ordinary circumstances. Here, however, the timing of the

drainage work, the need to secure contractors and materials, and the potential consequences of delay require funds to be available now. The assessment was not structured as a lump-sum payment to burden members unnecessarily. It was structured that way because the work cannot be responsibly delayed while payments are collected over the course of a year.

Members should also understand that encouraging or participating in nonpayment does not avoid the Association's obligation to address the issue. It only impairs the Association's ability to complete necessary work and may increase costs for everyone. If a significant number of members withhold payment, the Association may be forced to delay the work, incur additional administrative and legal expenses, pursue collection remedies, or consider further assessments to account for the shortfall. None of those outcomes benefits the membership.

The Association's governing documents require members to pay properly levied assessments. While members are free to ask questions, attend meetings, and voice concerns through the appropriate Association process, disagreement with a Board decision does not suspend the obligation to pay an assessment when due. The Association reserves all rights and remedies available under its governing documents and applicable law with respect to unpaid assessments, including the recovery of late charges, interest, costs of collection, attorney fees, and lien rights, if applicable.

The Board has attempted to act in the best interests of the Association as a whole. The purpose of the assessment is to address an existing drainage condition, reduce the risk of more serious claims, and protect the Association's property and financial interests. Payment of the assessment by all members is necessary so that the work can proceed without delay and without shifting the burden to those members who timely comply.

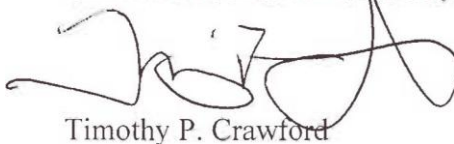
Accordingly, all members are requested to remit the \$760.00 assessment by the stated due date of August 1. Payments should be made in accordance with the instructions previously provided by the Association. Any member who has a specific hardship or payment issue should contact the Board or management company promptly and in writing so that the concern can be reviewed. Unless and until the Association agrees otherwise in writing, however, the assessment remains due as stated.

The Association appreciates the cooperation of its members and recognizes the inconvenience that any additional assessment may cause. At the same time, the Board has a responsibility to address known conditions affecting Association property and to act before the Association is exposed to greater expense. Prompt payment by all members will allow the Association to complete Phase 1 and move forward in a responsible manner.

Very truly yours,

Very truly yours,

CLARKSTON LAW GROUP, PLLC

A handwritten signature in black ink, appearing to read "Timothy P. Crawford", is written over the printed name.

Timothy P. Crawford