



Rules and Regulations

South Harbor Condominium Association

The purpose of these Rules and Regulations is to help keep our community as attractive and comfortable as possible. We strive to maintain a quality image that will increase property values and give all home owners a sense of peace and pride about living in the Island Lake South Harbor Condominium Association.

The Board of Directors assures the co-owners that these Rules and Regulations will be strictly enforced by the management company. We urge each co-owner to read and understand them, and to contact the management company to report violations at 248-374-9375.

SPEED LIMITS:

Many walkers, joggers and children use our private roads. Please observe the local speed limit of 25 mph unless otherwise posted. Walkers and joggers are urged to wear reflective clothing when walking or jogging on the street after dark.

TRASH/RUBBISH REMOVAL:

Standard trash collection is every Wednesday. For your convenience, and at your expense, the company under contract provides special pick-up service for large items. Please contact the Management Company for further information. The following rules apply for trash/rubbish removal:

- Trash must be in a **tightly sealed containers and/or trash bags** and put out to the curb **NOT BEFORE 6:00 PM** on the evening prior to pickup.
- Trash containers must be **taken in at the end of the pickup day**.
- Co-owners are responsible for cleaning up remaining debris after pickup.
- Storage of garbage containers on the exterior of the condominium is strictly prohibited.

SNOW REMOVAL:

- The company under contract will remove snow from the driveways and walks unless they are obstructed by an automobile or personal property of any nature. (co-owners may request, at their expense, additional snow removal)

PARKING:

- Each co-owner shall park their vehicle(s) in the garage space provided and park any additional vehicles in their driveway.
- Overnight parking (between 2am and 6am) on Reeds Pointe Drive when snow plows are working is prohibited.
- Long term or consecutive overnight parking on Reeds Pointe Drive is prohibited in accordance with the by-laws.
- Blocking the sidewalk with a vehicle is prohibited.
- All garage doors must be kept closed except when necessary for purposes of ingress to and egress from the garage.

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WATERCRAFT, BOARDWALKS and SEASONAL BOAT DOCKS:

- The Association shall be responsible for the annual installation and removal of seasonal boat docks.
- Each seasonal dock and boardwalk is assigned to a building for use by its owner(s).
 - Boat slips are assigned based on the co-owner unit location in the two buildings adjacent to the dock. To determine the boat slip assigned to the unit, stand at the end of the dock facing the two adjacent buildings; one to the left and one to the right of the dock. Labeling the units A-H from left to right for each of the 8 units; unit A is assigned the closest slip to shore on the left with the unit D assigned to the slip at the end of the dock. Unit E is assigned the closest slip to the shore on the right with unit H assigned to the slip at the end of the dock.
- If an owner backing up to the lake ("Lake Side Owner") does not intend to use the assigned boat slip, an owner backing up to the woods ("Woods Side Owner") can use that slip on a seasonal basis. The Lake Side Owner is in no way responsible for the boat other than assuring the electricity is turned on.
 - The Woods Side Owner should pay an amount to cover the electrical costs being incurred by the Lake Side Owner for the charging of boat batteries. (It is not appropriate for the Lake Side Owners to build profit into the agreement since the docks are Common Elements owned by all Co-Owners).
 - If the Lake Side Owner decides to use his boat slip the following year, the Woods Side Owner is responsible for finding another slip to use. Also, if the property ownership changes, the new Lake Side Owner has first rights to the slip. The Management Company could provide a listing of available boat slips.
 - The Lake Side Owner will assist the Woods Side Owner in determining that the dock slip that is available is a usable boat slip which will be adequate for the Woods Side Owner's use. If a verbal agreement is reached amongst the Lake Side Owners to swap slips for the convenience of the owners (For example, certain boats have their access doors on a particular side and require a certain boat slip), the Lake Side Owner needs to notify the Woods Side Owner which slip is available. In any case, the Lake Side Owners' existing dock assignment or arrangement takes precedent.
 - "Usable Boat Slip" means that there is an available boat slip that is deep enough and has adequate access. The Association will not incur any additional costs unless no usable boat slips are available. Should all usable boat slips be occupied and there is no room for a Woods Side Owner's boat, then it will be the Board's responsibility to determine what the next steps will be to accommodate the Woods Side Owner's boat.
 - Neither the Association Board nor the Management Company are responsible for any problems arising or, other than as noted above, be responsible for the assignment & administration of docking slips.
 - All boats and watercraft on Island Lake must be registered and comply with the Island Lake regulations.

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PERSONAL PROPERTY:

- Basketball backboards are permitted provided they are stored in the garage when not in regular use. Placement of the backboards when in use should be considered to cause the least amount of noise for neighboring units. At no time may they be on the grass or sidewalk.
- No co-owner may leave personal property of any description (*including by way of example and not limitation: bicycles, basketball nets, watercraft or toys*) unattended on or about the General Common Elements.
- Per the by-laws, any grills using fuel other than propane are prohibited from use under any covered porch or wood deck, or on the wooden deck. All smoke damage resulting from the use of grills will be assessed against the co-owner(s) responsible for such damage.
- Per the by-laws, holiday decorations, such as Christmas and Hanukkah lights, plants, wreaths, etc., may be put up no earlier than Thanksgiving Day. Also lights shall not be used after January 15 and all decorations must be removed by February 15. The use of small nails or screws to attach decorations must be removed and all holes repaired upon the sale of the unit.

BIRD BATHS & BIRD FEEDERS:

- Bird baths and bird feeders are permitted provided they are maintained.

PETS:

- Pets SHALL NOT be left unattended, and SHALL be under control of the co-owner at all times. Co-owners are responsible for any damage caused by their pet and SHALL immediately remove all excrement caused by their pet.

PORCHES:

- No structural alterations or modifications can be made to the porch without prior written Association approval.
- Porches cannot be used as a storage area. Grills are prohibited on porches.
- Acceptable alterations that do not require written approval:
 - Flower pots
 - Small decoration items
 - Outdoor seating furniture
 - Door/wreath/flower/decoration

REAR DECK & PATIO:

- No structural alterations or modifications can be made to the rear deck or patio without prior written Association approval. When having decks stained, *in order to maintain a uniform color appearance, residents or contractors must use Sherwin Williams Sherwin Williams **Woodscapes Semi Transparent Stain – Hawthorne SW 3518** (water based) or equivalent color in another product line.* Solid or semi-solid stains CANNOT be used.
- The limited common area at the rear of the units, which includes pavers, deck and pea gravel areas CAN NOT be used for permanent storage. The only exception to this is the neat storage of kayaks and other small watercraft under the deck, as long as they are used regularly during the boating season.
- Acceptable alterations that do not require written approval:
 - Flower boxes/pots/planters placed on the deck or deck railings
 - Patio furniture/umbrellas that blend in aesthetically with the building materials
 - Small decoration items

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LANDSCAPED AREAS – Flower Beds, Shrubs and Trees:

Generally, the Association is responsible for replacing materials provided by the developer and the Association with the following conditions:

- Evidence that a specific type of plant/shrub will not survive in a particular location will result in substitution.
- As beds fill in, it may not be necessary to replace every plant that dies.
- Co-owners will not receive credit for items that they do not want replaced in the same location..
- Mulch will be added as deemed necessary by the Association.
- Earth tone flower pots, statues and sculptures less than 18” high may be placed in mulched area adjacent to a co-owner unit. The co-owner is responsible for removing them when mulch is being added to the beds.
- The use of landscaping materials such as edging, fencing, borders or mulch are not permitted in the common areas, limited or general, without prior Association written approval.
- Shepherd poles can be placed in the mulched beds, but can NOT be placed in the grass areas.

LANDSCAPE ALTERATION PROCEDURE:

- For shrub additions, co-owner must submit a detailed landscape drawing to the management company that indicates existing materials and new plantings being proposed.
- The co-owner proposal will be submitted to the South Harbor Landscape Committee who will review it and make recommendations to the Board.
- Upon Board authorization, the management company will send the co-owner a written response advising of approval or denial with any comments or suggestions from the Landscape Committee.
- Any damage to the buildings, grounds, sprinkler system, etc. resulting from landscape material installation will be repaired at the co-owners expense.
- Any changes not promptly or correctly completed within 30 days of authorization of approval will result in the approval being rescinded and the bed being returned to its original condition at the co-owners expense.
- Owners requesting to plant new shrubs/trees or transplant existing trees/shrubs, must guarantee the trees/shrubs for two years after planting.

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ALTERATIONS/MODIFICATIONS:

- An Alteration Request (*see Alteration/Modification Request form*) shall be completed and submitted to the Management Company for any changes to any of the Common Elements, limited or general.
- Within 30 days of receipt of an Alteration Request, the Management Company will send the requesting co-owner, and co-owners residing in the requestor's building, a written response advising of approval or rejection of proposed alteration.
- **NO** construction shall begin without the EXPRESS WRITTEN APPROVAL OF THE BOARD.
- The Board of Directors ("The Board") reserves the right to use any of the authorities granted to it under the Master Deed, Condominium Bylaws and/or the Condominium Act, as well as any other rights available to it, to enforce these policies and the related procedures, including the immediate removal of unauthorized/unapproved alteration(s) at the co-owner expense.
- The following alterations are permitted provided the Co-owner submits an Alteration Request (*see Alteration/Modification Request form*) to the Management Company and meets all requirements of the respective alteration specification. Please note that the co-owner must receive WRITTEN APPROVAL OF THE BOARD prior to any modification of the general and/or limited common elements:

1. **BRICK PAVER PATIO EXPANSION* (*see specification*)**
2. **DECK EXTENSIONS OR MODIFICATION (*see specification*)**
3. **RETRACTABLE AWNING* (*see specification*)**
4. **OPTIONAL EXTERIOR LIGHTS (*see specification*)**
5. **STORM DOOR (*see specification*)**
6. **TEMPORARY TENT* (*see specification*)**
7. **SATELLITE DISH (*see specification*)**
8. **HOT TUB/JACUZZI* (*see specification*)**

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Alteration/Modification Request

FAX this completed form amp, inc @ (248) 374-9385
(Page 1 of 2)

Requesting Co-Owner Information:

Name: _____

Address: _____

Phone: _____

e-mail: _____

Modifications requiring Board approval:

- | | | |
|--|---|---------------------------------------|
| <input type="checkbox"/> Brick Paver Patio | <input type="checkbox"/> Retractable Awning | <input type="checkbox"/> Tent |
| <input type="checkbox"/> Deck Modification | <input type="checkbox"/> Hot Tub/Jacuzzi | <input type="checkbox"/> Other: _____ |

A detailed drawing, including clearly defined dimensions MUST be attached to this application prior to consideration by the Board.
(contact the Management Company for specific questions/requirements)

Modifications requiring Management Company approval only:

- | | | |
|-------------------------------------|---|---|
| <input type="checkbox"/> Storm Door | <input type="checkbox"/> Optional Exterior Lights | <input type="checkbox"/> Satellite Dish |
|-------------------------------------|---|---|

Description of Change Request:

NOTE: All City of Novi Ordinances and Master Deed provisions supersede any Association rule or regulation.



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Alteration/Modification Request

FAX this completed form to amp, inc. @ (248) 374-9385
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PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING

1. I/we agree that construction will be performed by a licensed contractor who is insured.
2. I/we agree to abide by ALL applicable codes/regulations and agree to pay, at my/our expense, ALL fees associated with this alteration including, but not limited to permits, inspections and Master Deed revisions/updates.
3. I/we have read all applicable sections of the Condominium Documents and I/we agree that this alteration/modification is subject to all the requirements of the Bylaws, occupancy agreements and other applicable regulations at the discretion of the Board of Directors.
4. I/we agree that failure to abide by the provisions listed in this agreement, along with any/all provisions contained within the master deed, by-laws and rules/regulations may result in the immediate removal of this alteration/modification at my/our expense.
5. I/we agree to pay all fees including, but not limited to administrative and/or legal incurred by the Association as a result of my/our failure to abide by the provisions listed in this agreement, along with any/all provisions contained within the master deed, by-laws and rules/regulations.
6. I/we agree that ALL maintenance costs incurred by the Association as a result of this alteration will be at my/our expense.
7. I/we understand that, should any legal, regulatory agency require, at any time in the future, modifications to this variance, they will be done at my/our expense.
8. I/we understand that it is my/our responsibility to advise future assigns and/or owners of the unit of this modification and of their responsibility for same.
9. I/we agree that approval of this request will be at the sole discretion of the Board of Directors and agree that no work will commence until written approval is received.
10. I/we agree that all of the above information is truthful and accurate.

_____ Date _____ Signature of Requesting Co-owner(s)

This section to be completed by the Management Company and/or Board of Directors

Approve _____
Authorized Signature Date

Reject _____
Authorized Signature Date

Comments:

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1) Brick Paver Patio Alteration Specification

- a. The adjacent neighbor's "reasonable expectation of privacy" shall be considered before approval of any alteration. In addition, a landscape buffer shall be maintained and/or created between units.
- b. The design of the patio shall conform to the same material specifications (color/style/shape) as those used by the developer, shall be expanded to replace the stone area before extending toward the lake, include rounded corners (where appropriate) and may include landscape modifications to minimize costs and ensure privacy.
- c. The total maximum alteration size (*measured by including by way of example and not limitation: new & existing patio, deck posts, a/c pad, additional plantings*) shall not exceed 500 sq. ft.

2) Deck Extensions or Modifications Specification

- a. The adjacent neighbor's "reasonable expectation of privacy" shall be considered before approval of any alteration.
- b. Anyone wanting to rebuild their deck must first bring their design to the board for approval. The design of the wooden deck shall conform to the same material specifications (color/style/shape and size) as those used by the developer in the existing deck. Any posts must match the existing posts.

3) Retractable Awning Alteration Specification

Retractable awnings are permitted, provided the co-owner submits an Alteration Request (*see Alteration/Modification Request form*) to the Management Company and receives WRITTEN APPROVAL OF THE BOARD prior to installation.

Manufacturer: Marygrove Awning
Model Number: 520 Premium Enclosed Unit
Size: 11'7" x 10', 15'4" x 10' or 19' x 10' (ten-foot [10'] maximum projection from building surface)
Material: 100% Sunbrella acrylic only
Color: Beige or Linen
Style: 4620-000 (no scallops or side curtains permitted)
Location: Ground floor or first floor, directly above patio door
Contact: Eddie Beres Phone (248) 370-0107
Marygrove Awning Fax (248) 370-0109
12700 Merriman Road
Livonia, Michigan 48150

Additional approved brands may be added to the list, by the Board, based on co-owner submissions.

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4) Optional Exterior Light Alteration Specification

Optional Exterior Lights are permitted, provided the co-owner submits an Alteration Request (see *Alteration/Modification Request form*) to the Management Company and receives WRITTEN APPROVAL prior to installation.

The South Harbor Board of Directors has approved the following as replacements for the existing light fixtures;

- Mount Vernon**, Ole Bronze Finish and Etched Seedy Glass by Kichler.
- Model F 9707 to replace all globe lights
- Model D 9708 to replace garage door and front entrance lights.

- Honeywell** LED Outdoor Wall Mount Lantern Light, 900 Lumen, ML0311-08
- Matte Black Finish
- Crackle glass lens

5) Screen/Storm Door Alteration Specification

Screen/Storm Doors are permitted, provided the co-owner submits an Alteration Request (see *Alteration/Modification Request form*) to the Management Company and receives WRITTEN APPROVAL prior to installation.

- Manufacturer: Trapp Products (Finishing Touches Catalog)
- Model Number: 108
- Size: 36"x 80"
- Glass Type: Clear (no muttons, frosting, grooves, or other decorative touches)
- Color: White with brass-look and inlaid kick plate
- Latch Type: Trapp Classic latch in Polished Brass Finish
- Additional: All door opening trim must be white.

Additional approved brands may be added to the list, by the Board, based on co-owner submissions.

6) Temporary Tent Alteration Specification

- a. Temporary tents are permitted, provided the co-owner submits an Alteration Request (see *Alteration/Modification Request form*) to the Management Company and receives WRITTEN APPROVAL OF THE BOARD prior to installation.
- b. Tents must be removed from the grounds within 72 hours of installation.
- c. Any damage to the grounds resulting from installation, removal and/or use of the tent shall be repaired at the co-owners expense.

7) Satellite Dish Alteration Specification

- a. Two (2) Satellite Dishes are permitted per unit, provided the co-owner submits an Alteration Request (see *Alteration/Modification Request form*) to the Management Company and receives WRITTEN APPROVAL OF THE BOARD prior to installation.

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7) Satellite Dish Alteration Specification (cont.)

- b. Satellite Dish SHALL be installed below the floor of the deck to a deck post or may be mounted to the roof of the unit in a location not visible from Reeds Pointe. If the co-owner mounts the Satellite Dish to the roof, they will be required to sign a Satellite Dish Affidavit and pay a \$250.00 deposit that will be returned to the co-owner when the Satellite Dish is removed from the roof and the roof is repaired to the satisfaction of the Board.

8) Hot Tub/Jacuzzi Alteration Specification

- a. One (1) Hot Tub or Jacuzzi is permitted, provided the co-owner submits an Alteration Request (*see Alteration/Modification Request form*) showing the intended location to the Management Company and receives the WRITTEN APPROVAL OF THE BOARD prior to installation.
- b. The Hot Tub/Jacuzzi shall not be larger than a six (6) person unit and shall contain less than 600 gallons of water.
- c. The Hot Tub/Jacuzzi shall be portable and shall not be built into the common area (limited or general).
- d. The Hot Tub/Jacuzzi shall have a cover which shall be locked when the Hot Tub/Jacuzzi is unattended.
- e. The Hot Tub/Jacuzzi shall be maintained in a clean, secure and sanitary manner.
- f. Enclosures and/or permanent plumbing for the Hot Tub/Jacuzzi are strictly prohibited.

9) Exterior Doors

Any exterior door, excluding the main entrance door, may be replaced with an Andersen 400 series door with high performance Low E insulated glass, or any other brand or model which is substantially the same as the "as built" door (including grillwork pattern). The doors to the lower level patio, the front porch or to the deck may be sliding doors or French doors.

Any door replacement requires an approved Modification Request Form.

The color to all doors may be the "as built" burgundy. The patio door, front porch door or deck door may also be white.

Co-owner Lease Process

The following process was developed to ensure that the Association and its members comply with the condominium by-laws.

Step 1) Co-owners must comply with Article VI; Section 11 of the South Harbor *Condominium By-laws* which reads in part, "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 lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. All leases must be in writing." In compliance with the by-laws, a co-owner planning to lease a South Harbor

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condominium must complete the *Notification of Condominium Lease* form and provide it to the association manager or a South Harbor Board member with a copy of the blank lease 10 days prior to submitting it to a potential lessee for Board approval.

Step 2) The *Notification of Condominium Lease* form and blank lease must be reviewed and acknowledged by the association manager and a Board member with written signatures on the *Notification of Condominium Lease* form, and returned to the co-owner within 10 days of receipt from the co-owner.

Step 3) The co-owner must provide a copy of the *South Harbor Condominium By-laws, Handbook of South Harbor Condominium Association and Rules & Regulations, Island Lake of Novi Master Association Rules and Regulations*, and *South Harbor Condominium Association Lease Addendum* with the lease to the prospective tenant(s) for review and agreement to comply prior to obtaining a signed lease and lease addendum.

Step 4) The co-owner must provide a signed copy of the final lease and a signed copy of the *South Harbor Condominium Lease Addendum* to a South Harbor Board member or the association manager within 10 days of obtaining the signature(s) from the tenant(s) for South Harbor Condominium Association records.

Island Lake South Harbor Condominium Association Notification of Condominium Lease

(Note: This form must be presented to the SouthHarborBoard 10 days prior to presenting a lease to a potential lessee.)

Date: _____ Registered Condominium Address: _____,

Name(s) of Unit Co-owner(s): _____

Phone Number (home): _____ (work): _____

As a co-owner of the South Harbor Condominium Association, you are required to comply with Article VI; Section 11 of the Condominium By-laws which reads in part, "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 lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. All leases must be in writing."

The lease must comply with Article VI, Section 11 of the Condominium By-laws and the Handbook of Island Lake South Harbor Condominium Association and Rules and Regulations.

Upon notification and written acknowledgment by the South Harbor Condominium Association Board representative (10 day Board processing time), the co-owner can submit the lease and lease addendum to a potential lessee.

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Within 10 days of the co-owner obtaining a signed lease and Island Lake South Harbor Condominium Lease Addendum for the registered condominium property identified above, the co-owner will provide a signed copy of the lease and the lease addendum for South Harbor Condominium Association records.

The co-owner will notify the South Harbor Condominium Association Board upon termination of the lease.

The undersigned hereby acknowledges the above rules, agrees to obey them, and understands that eviction can result if the regulations set forth are not followed.

Co-owner signature(s): _____

_____ (to be completed and returned to the co-owner) _____

This notification was received on ____/____/____ by the Island Lake South Harbor Board of Directors.

Management Company representative signature: _____

Board of Directors representative signature: _____

Island Lake South Harbor Condominium Association Addendum to Lease

Between

_____, Landlord (Print Name)

And _____, Tenant (Print Name)

1.) Non co-owner occupant acknowledges that he/she has read the Master Deed, Condominium By-laws, and Rules and Regulations of Island Lake of Novi South Harbor Condominium Association and all amendments thereto (hereinafter referred to as "Condominium Documents"). Non co-owner occupant agrees to comply with said Condominium Documents and with all amendments and additions to such Condominium Documents as are allowed by law.

2.) No non co-owner occupant shall assign or sublet the Condominium unit without the prior consent in writing of the Board of Directors of Island Lake South Harbor Condominium Association. In no event shall the non co-owner occupant assign or sublet less than the entire Condominium unit.

3.) Non co-owner occupant acknowledges that the Board of Directors of Island Lake South Harbor Condominium Association shall have the power to bring summary proceedings to evict the non co-owner occupant and/or to bring an action for money damages in the same action against the co-owner and non co-owner occupant in the event of any default by the non co-owner occupant in compliance with the Condominium Documents. Money damages shall include, but not be limited to, actual attorney's fees and cost incurred by Island Lake South Harbor Condominium Association in commencing any proceedings against the non co-owner occupant.

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4.) Landlord and the Tenant acknowledge that if the Landlord is in arrearage to Island Lake South Harbor Condominium Association for assessments and Island Lake South Harbor Condominium Association gives written notice of the arrearage to the Tenant, the Tenant shall deduct rental payments due the Landlord under this Lease Agreement and pay them to the Condominium Association. The deduction shall not be a breach of this lease agreement by the Tenant.

Signed this _____ day of _____, _____.

Landlord co-owner's name, residence address (other than lease property) and contact phone number:

Signature

Address

Phone

Tenant's name, South Harbor condominium address and phone number:

Signature

Address

Phone

For Sale and Open House Signs

- One "For Sale" sign is permitted in either and upstairs or downstairs window per household.
- Signs are not permitted on the lawn or anywhere on the exterior of the unit.
- If a Co-Owner wishes to host and "Open House" then open house signs are permitted to be posted one hour before the "Open House" and must be removed no later than one hour after the "Open House" ends.
- "Open Houses" are permitted any day of the week.
- Three "Open House" signs are permitted. One in front of the Co-Owners unit, one either near or across from the mailboxes and one on Wixom Road.

These guidelines may be revised or revoked without notice.

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