



# Rules and Regulations

## Woods Condominium Association

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The purpose of these guidelines are to communicate the main elements of our rules and regulations and operational policies, as established within our Master Deed, Condominium Bylaws and/or the Condominium Act, in an effort to maintain the quality and standards of our community. The Board of Directors and the property management company are committed to enforcing these rules and policies, we urge each Co-owner to read and understand them.

It is important to understand that living within a condominium community requires cooperation among co-owners to achieve our common goals, owners must accept the responsibility of abiding by the rules of the Association.

### 1. TRASH/RUBBISH REMOVAL:

**Trash collection for the ILON community is on Wednesday of each week.** The trash collection contract is managed by the City of Novi. Here are some general rules to follow for trash and recycling pickups for Novi's solid waste program. If you have any questions, please contact **GFL Environmental USA** at 248-204-6759.

- Place your garbage and recycling in the appropriate carts by 7:00am on your collection day (Wednesday). Carts should be removed by the evening of your collection day.
- Each cart should have 3 feet between it and any other item.



- Do not overfill carts. If you have additional garbage, please place it in another container that is no larger than 35 gallons. If you need additional carts, contact GFL Environmental.
- Do not put hot ashes, charcoal or hazardous materials such as paint, chemicals, liquids, car batteries, etc. in your garbage or recycling cart.
- Trash containers must be taken in at the end of the pickup day.
- Co-owners are responsible for cleaning up remaining debris after pickup.

### 2. 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.

Initiation of snow removal service, based on the amount of snowfall may vary between vendors. Removal service is generally expected to occur with snowfall greater than 1.5" depth and commence within four hours of snowfall.

### 3. PARKING:

Each Co-owner shall park his or her vehicle(s) in the garage space provided and park any additional vehicles on the driveway appurtenant to his unit. Vehicles are described as used primary for general

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transportation purposes. No other types of vehicles may be parked in the **Island Lake Woods Condominium Association**. This is to include any commercial trucks or vehicles.

- Advise guests to park in your driveway.
- Avoid blocking the sidewalk with a vehicle.
- All garage doors must be kept closed except when necessary for purposes of ingress to and egress from the garage.

#### **4. 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 but not limited to: bicycles, basketball nets, kayaks, paddle boards 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.

#### **5. PETS:**

Pets SHALL NOT be left unattended, and SHALL be on leash and under control of the Co-owner at all times. This is not only a rule within the ILON community but also an ordinance within the City of Novi. Co-owners are responsible for any damage caused by their pet and SHALL immediately remove all excrement caused by their pet.

#### **6. 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.

"Open House" signs are permitted to be posted one hour before the event and must be removed no later than one hour after the event ends. "Open Houses" are permitted any day of the week. Three "Open House" signs are permitted to aid locating the unit for sale from the various entrances into the community.

#### **7. DECKS, RAILINGS, STEPS AND PATIOS AND PORCH MAINTENANCE REQUIREMENTS**

The maintenance of the patio, decks, railings, stairs, porches are the responsibility of each Co-owner in accordance with the Bylaws, Article IV, (b), and section (2).

The enforcement of this policy is an important issue with the Board as the appearance of these areas affects the general aesthetics of the entire community and enhances property values. While some Co-

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owners have placed a high priority on deck maintenance, others have not. Some areas have not been treated since construction.

Co-owners are responsible for the maintenance of the following items:

- All individual decks, patios and porches comprising Limited Common Elements appurtenant to the Unit and the stairs or steps leading to individual decks but not the stairs or steps leading to the porches which are located at the entrance to each Unit.
- Decks shall be cleaned and sealed at least every two (2) years in order to maintain appropriate appearance. Power washing is the recommended method for cleaning. Only non-toxic materials are permitted. Depending upon your directional exposure, your deck may need more frequent treatments. Owners are advised to keep dated detailed invoices in the event that the Board has reason to question your compliance with the policy.
- Residents or contractors should use Sherwin Williams Deckscapes **Cedar Finish** Toner (oil based clear stain) or Sherwin Williams Deckscapes **Cedar Bark** Semi-Transparent stain (water based) or **TWP Cedartone #101** or similar products. Solid or semi-solid stains CANNOT be used. If your deck has been stained another color, it will take some time and effort to restore it to the cedar color. You may need to use a stripper to restore the natural finish of cedar.
- Non-compliance with the above deck policy of the applicable year will result in the Co-owner receiving a written warning to comply. If compliance with the policy does not occur fines will be levied in accordance with the Bylaws as follows:
  - a) First Violation – warning no fine
  - b) Second Violation - \$75.00
  - c) Third Violation- \$100.00
  - d) Fourth violation and subsequent Violations \$150.00
- The Board and /or the Property Manager will inspect decks for compliance with this policy during annual inspections. Co-owners who are aware of non-compliance with the policy may also report violations to the Property Manager and the complaint will be investigated in a discreet manner. It is the desire of the Board that owners will sense the importance of maintaining the architectural integrity of this community and through self-initiative; accept responsibility for maintaining their decks in a uniform manner.

### **8. 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.
- 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.

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- 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.
- Co-owner transplanted items will not be replaced at Association expense.
- Only builder-installed dead plantings will be removed at Association expense. Any materials added by Co-owners is at their expense.
- The final decision of whether to replace plantings rests with the Board.

**Access to Common Elements:** No permission will be given for any alteration that will obstruct access to Common Elements.

**Flowers (Perennials & Annuals):** Can be used in any foundation beds. No flowers of any kind may be planted under trees. Additional shrubs or trees are not permitted. Vines or trellises on buildings are prohibited.

**Foundation Beds:** The soil area in front or side of your home where shrubs were originally planted, i.e. planted by builder.

**Mulch:** Will be added as deemed necessary at the direction of the Board of Directors.

**Woodland & Wetland:** The Association will not disturb the natural beauty of the woodland and wetland protected areas.

### **9. 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.

Enlargement of existing beds should be avoided to help control the cost of maintenance and mulching of beds.

The proposal shall be submitted to the Woods Management Company. The plans will be recorded and given to the Board and/or landscape committee who will review and make recommendations. Final approval will be given by 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.

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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.

Any changes not promptly or correctly completed within 30 days of notification of approval will either be completed by the Association, or the Association, at its sole discretion, may elect to return the area to its original state. In either case, the costs incurred by the Association will be billed back to the co-owner. These guidelines may be revised or revoked without notice.

### **10. 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 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. OPTIONAL EXTERIOR LIGHTS (*see specification*)**
- 3. RETRACTABLE AWNING\* (*see specification*)**
- 4. STORM DOOR (*see specification*)**
- 5. SATELLITE DISH (*see specification*)**
- 6. HOT TUB/JACUZZI\* (*see specification*)**

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### Alteration/Modification Request

Email this completed form to the property manager: [lora@ksmanagement.org](mailto:lora@ksmanagement.org)  
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#### 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"/> 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:

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### Alteration/Modification Request

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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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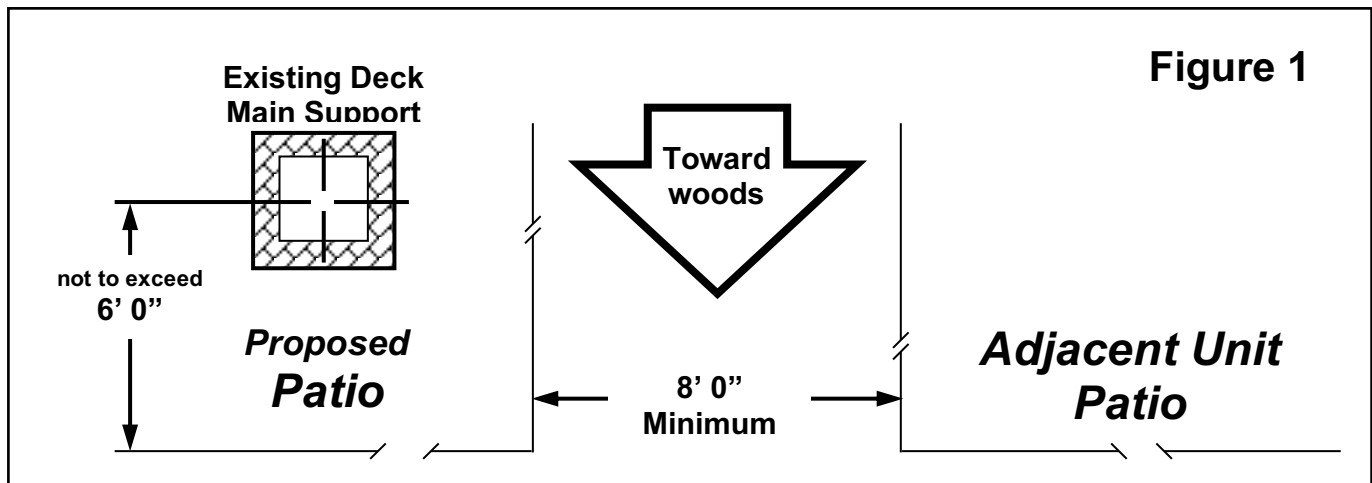
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### **Brick Paver Patio Alteration Specification**

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.

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 woods, include rounded corners (where appropriate) and may include landscape modifications to minimize costs and ensure privacy.

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.



### **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 Woods 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.

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

Manufacturer: Marygrove Awning  
 Model Number: 520 Premium Enclosed Unit

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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

### **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

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.

### **Satellite Dish Alteration Specification**

One (1) Satellite Dish is 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.

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 Island Lake Drive or Timber Trail. 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

### **Hot Tub/Jacuzzi Alteration Specification**

To keep consistent with the aesthetics of the community and provide the Co-owner with added enjoyment of the patio/deck of his/her unit we have adopted the following guidelines for the use and installation of Hot Tubs / Jacuzzi.

- A modification form and plan must be submitted to the Board for approval prior to the installation.
- The hot tub/Jacuzzi shall not be larger than a four (4) person tub or contain more than 300 gallon of water.
- All hot tubs/Jacuzzi must have a cover with a lock, and the cover must be locked when not in use or attended.

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- All hot tubs/Jacuzzi must be maintained in a clean, secure, and sanitary manner. All decks, patios and hot tub/Jacuzzi shall be repaired and replaced by the Co-owner so benefited.
- All electrical installation to be completed, by a licensed electrical contractor, and permits (if necessary) received from the City of Novi Building Department. A copy of the permit and the Builders License to be submitted with the modification request form.
- The Co-owner must supply proof of liability insurance for at least \$500,000.00; with **Woods Condominium Association** and the managing agent as named insured prior to the installation of the tub.
- All hot tubs/Jacuzzi to be located on the patio only.
- All hot tubs/Jacuzzi to be portable, none are to be built into the deck or patio.
- No permanent plumbing will be permitted.
- No enclosures for the hot tubs/Jacuzzi will be permitted.
- **All installations will be in accordance with the City of Novi Building Code requirements.**



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### **11. 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 *Woods 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 Woods condominium must complete the *Notification of Condominium Lease* form and provide it to the association manager or a Woods 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 *Woods Condominium By-laws, Handbook of Woods Condominium Association and Rules & Regulations, Island Lake of Novi Master Association Rules and Regulations*, and *Woods 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 *Woods Condominium Lease Addendum* to a Woods Board member or the association manager within 10 days of obtaining the signature(s) from the tenant(s) for Woods Condominium Association records.



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### Island Lake Woods Association Notification of Condominium Lease

(Note: This form must be presented to the Woods Board 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 Woods 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 Woods Condominium Association and Rules and Regulations.

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

Within 10 days of the Co-owner obtaining a signed lease and Island Lake Woods 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 Woods Condominium Association records.

The Co-owner will notify the Woods 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 Woods Board of Directors.

Management Company representative signature: \_\_\_\_\_

Board of Directors representative signature: \_\_\_\_\_

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### Island Lake Woods 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 Woods 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 Woods 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 Woods 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 Woods Condominium Association in commencing any proceedings against the non Co-owner occupant.

4.) Landlord and the Tenant acknowledge that if the Landlord is in arrearage to Island Lake Woods Condominium Association for assessments and Island Lake Woods 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, Island Lake Woods condominium address and phone number:

Signature \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

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