# VILLAS AT NORTHVILLE HILLS GUIDELINES/RULES

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To promote the esthetic harmony and continuing attractiveness of the Villas at Northville Hills, and to facilitate the beneficial operation of residential areas thereof, The Villas at Northville Hills Association Board has adopted the following guidelines and rules. These policies provide for community appearance standards and coordinated administration of those items related to community appearance throughout the community. Therefore, the Board of Directors of the Villas at Northville Hills Condominium Association has adopted the following Guidelines/Rules:

#### **UNIT MODIFICATIONS**

No Co-owner/Resident may make any modifications, replacements, additions and/or alterations to the exterior appearance or structure of a Unit unless it is expressly authorized in the Villas' By-Laws, in Guidelines/Rules adopted by the Villas' Board of Directors or in an Alteration/Modification Request approved by the Board of Directors. Such prohibited modifications, replacements, additions and alterations include, but are not limited to, painting, lighting, awnings, doors, shutters, newspaper or mail receptacles, antennas, satellite dishes, decks, patios, sound systems, audio-visual systems, shepherd hooks, flower pots or planters, window boxes, statuary, lawn ornaments, fountains, birdfeeders, bird baths and basketball backboards. Any authorized modifications, replacements, additions and/or alterations

- (1) must be completed by the Co-owner/Resident in conformity with the authorization, any conditions thereof and all local government requirements,
- (2) may not impair the existing storm drainage of the Unit or of any neighboring Units,
- (3) may not interfere with the sprinkler system or utility access, and
- (4) may not encroach upon any easement or setback.

In addition, the Co-owner/Resident shall hold the Association harmless from any direct and consequential damage to the Unit or any Co-owner/Resident-purchased items in any way related to the authorized activity or approved Alteration/Modification Requests.

#### **PLANTINGS**

A Co-owner/Resident may plant annual and/or perennials in existing beds adjacent to the Co-owner/Resident's unit. No more than three (3) pots may be placed on the Unit's front porch. On back decks, one (1) moderately sized pot or planter may be placed on each section of the railing. Plants on the deck floor are at the Co-owner/Resident's discretion. Potted plants may also be stationed at either side of the garage. Co-owner/Residents should comply with the following guidelines:

- 1. Vegetables and/or small fruit plants may be kept potted only on the deck floor—not railing.
- 2. No artificial flowers or greenery may be displayed.
- 3. Plants are allowed in flower beds around the perimeter of the Unit. Co-owner is responsible for watering and care of such plantings. Such plants must be cleaned up, pruned and/or removed by November 1<sup>st</sup>.
- 4. No plantings or landscape may interfere with maintenance of the Unit. Landscaping may not invade the lawn or creep onto any part of the building.
- 5. Dead flowers and greenery must be removed immediately.

- 6. All pots (excluding pots at the main entrance and approved garage door pots/planters or window planters) and all visible plantings must be removed by each November 1<sup>st</sup>.
- 7. Pots at the main entrance may not exceed 24" in diameter and combined height of the pots and plants must not exceed 60". Pots at the garage sides may not exceed 24" in diameter and combined height of the pots and plants must not exceed 48".
- 8. No more than three (3) pots are allowed within each flower bed around the perimeter of the Unit. Plantings in beds may not exceed 60" in height. Plants must be cleaned up, pruned and/or removed by November 1st.
- 9. Window Planters that are consistent with current planter installations (i.e.: sphagnum-moss iron baskets) are approved but must be secured in the mortar—not 3may remain year around and may display appropriate seasonal decorations. No artificial decorations are allowed.
- 10. Shepherd Hooks are allowed; but, no more than two (2) such hooks are allowed per Unit. Each such hook may have no more than three "loops or hangers" per pole. Color of the shepherd hooks must be black. Hanging flower pots must be moss-type baskets, taupe or black in color. Placement of hooks can be either by back deck and/or near front porch or in front bay area. Height of hooks can be no taller than five (5) feet.
- 11. All pots and planters must be weatherproof, be kept in good repair and be consistent with the Unit's exterior coloring. All vegetation must be removed by November 1<sup>st</sup>.
- 12. All pots at the main entrance, approved garage door pots and approved window planters may remain year around and may display only appropriate seasonal decorations. No artificial decorations in flower pots or beds are allowed.

#### **FLAGS/SECURITY-ALARM SIGNS**

A Co-owner/Resident may display a USA, sports team or school flag, as follows:

- 1. Flag pole holders are allowed; but must be installed within the mortar not the brick of the Unit.
- 2. The U.S. flag may be displayed at any time.
- 3. A school or sports team flags may be displayed on game day only.
- 4. Armed forces flags may be flown anytime.
- 5. The flag shall be attached (using an angular bracket) to the front wall of the garage.
- 6. The flag must be in good condition, shall not exceed 3' by 5' and must be on a metal or wooden pole. The flagpole may not exceed 5' in length and 1" diameter.
- 7. The Co-owner/Resident shall hold the Association harmless from any direct and consequential damage to the Unit caused by the attachment of the flag bracket.
- 8. School sports team ground signs may only be displayed during the season of that sport.
- 9. Security company signs are permitted in front gardens and back entrances of Units. Smaller stickers may also be placed in windows of Unit, if desired.

#### **RAILINGS FOR FRONT PORCHES**

Please refer to the attached "Railing For Front Porches" Guideline (Attachment A) and then complete and file the attached Alteration/Modification Request with the Villas' Board of Directors.

#### **OUTSIDE DECORATIONS**

A Co-owner/Resident may display holiday and seasonal decorations on the exterior of the Unit as described in the following guidelines:

- 1. Traditional decorations may be displayed from one week before until one day after Easter and Halloween.
- 2. Traditional fall decorations may be displayed from October until one week after Thanksgiving.
- 3. Winter Holiday decorations may be displayed starting November 10th until January 15<sup>th</sup>, as follows:
  - a. A wreath, bow or similar decoration may be placed on or near the front door; however, no nails, screws or the like may be installed on the door, columns or siding.
  - b. A wreath, bough or bow may be attached with string, wire or the like to each light.
  - c. Lights may be placed on trees, shrubs, deck rails and front columns; however, extension cords may not cross sidewalks, front porches or driveways.
  - d. Rope garland may be placed on front door columns and deck rails.
- 4. Fasteners such as nails, screws and the like may be attached only to a Unit's wood trim.
- 5. Traditional figures may be displayed during the specified Easter, Halloween, Fall and/or Winter Holidays provided they are done tastefully and in a reasonable quantity.

No other decorations (including statues, sculptures and the like) may be placed on the outside of a Unit (including decks and porches) unless they are expressly authorized in the Villas' Guidelines/Rules or have been pre-approved by the Villas' Board of Directors pursuant to an Alteration/Modification Request.

#### FRONT DOOR DECORATIONS

Seasonal wreaths and similar decorations may be displayed on the front door year around provided they comply with the following guidelines:

- 1. They must be maintained in a neat and attractive manner
- 2. Only brackets that hang over the top of the door may be used—no nails, screws or the like may be installed on the door.
- 3. Wreaths should be a minimum of 18" and wreath materials must be weather resistant and may contain artificial (excluding plastic) flowers, greenery, berries, fruit and the like.
- 4. Brass door knockers may be installed at the Co-owner's cost and liability and may not exceed an overall dimension of 6" long and 4" wide.

#### **STORM DOORS**

Storm doors may be installed on the front and/or deck doors provided they are full-view, drop screen or self-storing (no kick panel styles) with clear glass and brass or brushed nickel hardware and in "sandstone" color, such as Andersen 3000/4000 or Trapp 100; and provided that the Co-owner/Resident holds the Association harmless from any direct and consequential damage to the Unit related thereto. Any Co-owner/Resident who has a storm door installed acknowledges that the glass should be removed during hot weather to prevent warping of the

main door. To install any other type of storm door, an Alteration/Modification Request (attached) must be submitted to and approved by the Villas' Board of Directors. Doors must be installed by a professional contractor.

#### **DECKS**

No Co-owner/Resident may make any modifications, replacements, additions and/or alterations to the deck attached to his/her Unit unless it is expressly authorized by an Alteration/Modification Request approved by the Villas' Board of Directors. In addition, any approved modification, replacement, addition or alteration of the deck (1) must be completed in conformity with the conditions of the authorization and with all Northville Township requirements, (2) may not impair the existing storm drainage of the Unit or of a neighboring unit, (3) may not interfere with the sprinkler system or utility access, and (4) may not encroach upon any easement or setback requirement. In addition, the Co-owner/Resident shall hold harmless and indemnify the Villas' Association from and against any direct and consequential damage to the Unit or an adjoining Unit and/or to any Co-owner/Resident personal property.

Each Co-owner has the responsibility to maintain, repair and replace as necessary the deck (including its stairs/steps) attached to his or her unit and shall have the deck and stairs power-cleaned and re-stained regularly (every two years is recommended) to maintain an attractive and neat appearance. Unless an Alteration/Modification Request is submitted to and approved by the Villas' Board of Directors, decks and stairs must be stained a light cedar color using only Olympic "caramel" color, semi-transparent stain or TWP #101 "cedar tone" semi-transparent stain. Annual inspections will be conducted to ensure all Unit decks are maintained.

#### **INSTALLING COMPOSITE DECKING AND/OR DECK AWNINGS**

Please refer to the attached "Composite Decking" (Attachment B) and "Deck Awnings" (Attachment C) Guidelines and then complete and file the attached Alteration/Modification Request with the Villas' Board of Directors.

#### **GARAGE & ESTATE SALES**

Garage sales may be held only on the third Saturday of September. Hours of operation may only be between the hours of 8am and 4pm. The sale is to be conducted only on Unit's driveway—not on common sidewalks or lawns. The Board may elect to forgo holding a garage sale in any given year where there is a lack of co-owners interest.

Estate Sales may be held for up to three days from the hours within 8:00am and 4:00pm under all the following conditions:

- The co-owner or their representative is in the process of selling or has recently sold the unit and expects to vacate the premise within sixty (60) days.
- Items available for sale will be displayed within the unit including the garage. Items shall not be placed in the driveway other than for loading purposes.
- The co-owner or their representative is responsible to monitor event related parking to insure driveways and fire lanes are kept clear.

- The co-owner or their representative conducting an Estate Sale must provide the Association a minimum five (5) day prior written notice of the planned sale.
- Signage shall be limited to one sign at each entrance, intersection and unit. No banners or other marketing displays are permitted.

#### **FOR SALE & OTHER SIGNS**

Co-owners may display up to two (2) "For Sale" signs on the interior side of the windows of their unit. These signs are not to exceed 16"x20" in size. Any variation in the maximum number allowed or size of the "For Sale" signs must be pre-approved by the Villas' Board of Directors pursuant to an Alteration/Modification Request. No other signs may be displayed unless they are expressly authorized in the Villas' Guidelines/Rules or in an Alteration/Modification Request approved by the Villas' Board of Directors.

#### **GLASS BLOCK BASEMENT WINDOWS**

Co-owners may have clear basement windows changed to glass block windows but the installation must be done by a professional contractor. Do-it-yourself kits are <u>not</u> permitted.

#### **PATHWAY AND SPOTLIGHTS**

Front door, garage and deck lights shall not exceed 60 watts (or the equivalent) incandescent or 900 lumens (or the equivalent) for other types of bulbs.

**Front pathway (sidewalk) lights:** may be installed provided they comply with the following quidelines:

- 1. No more than 20 watts or equivalent per light fixture
- 2. Solar-powered lights are acceptable
- 3. No less than four (4) feet between fixtures
- 4. Light fixtures must be located in a mulched bed
- 5. Light fixtures must be black or consistent with the building's siding or brick color
- 6. All wires must be buried.

**Directional or garden lighting**: may be installed provided they comply with the following quidelines:

- 1. Twelve (12) volt systems only with no more than 20 watt bulbs
- 2. No less than 10 feet between light fixtures
- 3. Lights may be aimed only at the Co-owner's residence.
- 4. Lights may not be aimed higher than ground floor windows.
- 5. Light fixtures must be located in a mulched bed within three (3) feet of the building foundation.
- 6. Light fixtures must be black or consistent with the building's siding or brick color.
- 7. All wires must be buried.

#### **BIRD FEEDERS**

A Co-owner/Resident may place one (1) bird feeder on the Unit's deck or in a bed immediately adjacent to the Unit.

#### FRONT PORCH/OUTSIDE FURNITURE

A Co-owner/Resident may place a reasonable amount of traditional deck furniture on the Unit's deck. No furniture may be placed on a front porch or approved patio unless they are preapproved by the Villas' Board of Directors pursuant to an Alteration/Modification Request (attached). No furniture or other outside equipment may be stored at anytime under a deck. Deck umbrellas may be any solid color. No floral, striped or patterned fabrics are acceptable.

#### **MOVING VANS, TRUCKS & PODS**

All moving vans, trucks and PODs must be placed on the street. At no time may such vehicles or storage units be placed on driveways. Parking and placement for such moving support (if left for more than 24 hours) must be coordinated with the Association Management Agency. Vans and trucks may only be kept at the approved street site for three (3) consecutive days. PODs may be kept in place at the approved street site for no more than five (5) consecutive days

#### **PARKING**

Numerous cul-de-sacs and non-driveway parking areas are located throughout the Villas. These parking areas are part of the common elements and, as such, are for the use of all Villa residents and their guests. None of these common element parking areas are specifically assigned to any one particular Unit or Co-owner/Resident.

In addition to other By-Law restrictions, no vehicle parked anywhere *outside* may be covered by a tarp or other material. *No vehicle may be parked overnight on any roadway* (excluding culde-sacs, driveways and parking aprons). There is no parking allowed on the designated fire routes or on the side of the street where mailboxes are located.

Trailers, boats, commercial vehicles, camping trailers, etc. must be kept in Co-owner/Resident's garage.

#### **CO-OWNER/RESIDENT PARKING**

A Co-owner/Resident should make every attempt to park their vehicles in their garages first and then on their personal driveways before utilizing parking in the cul-de-sacs or other non-driveway parking spaces. If a Co-owner/Resident should find it necessary to park in a cul-de-sac or other non-driveway parking space for more than three (3) days in any 21-day period, then that Co-owner/Resident shall notify the Association Management Company in writing of the necessity for parking in a non-driveway space longer than the designated three [3] days. Additionally, the time frame that the vehicle is expected to be parked there must be noted. Further, the Co-owner/Resident shall provide Association Management Company with the

Year/Make/Model/Color and License Plate information of the vehicle to be parked in a non-driveway space as well as contact information. If a Co-owner/Resident seeks to park in a non-driveway parking space in excess of twenty-one [21] days, then an Alteration/Modification Request must be submitted to the Board through the Association Management Company for pre-approval.

#### **GUEST PARKING**

While at the Villas, Guests of Co-owner/Resident may park in one of the cul-de-sacs or other non-driveway parking spaces for up to seven (7) consecutive days within a two-week period. If it is necessary for a Guest to park their vehicle in a non-driveway parking area for more than seven (7) days, the Co-owner/Resident sponsoring that guest shall be responsible for providing Association Management Company with the Year/Make/Model/Color and License Plate information of the vehicle to be parked in a non-driveway space. If a Co-owner/Resident seek permission for a Guest to park in a non-driveway parking space in excess of seven (7) days, then an Alteration/Modification Request must be submitted to the Board for pre-approval.

#### **ENFORCEMENT OF PARKING RULE VIOLATION**

A vehicle which is parked in a cul-de-sac or other non-driveway parking area in violation of the above regulations is subject to being towed at the co-owner's expense after twenty-four (24) hour notice. Notice will be provided with a sticker attached in a visible area on the vehicle. Association Management Company shall be responsible for providing the aforementioned Notice and enforcement of these rules.

If a Co-owner/Resident believes that a vehicle is being parked in a non-driveway parking space in violation of these rules, then that Co-owner/Resident is to notify Association Management Company or a Director of the Board of the possible violation. It is the responsibility of the Association Management Company to visibly inspect & document any undocumented vehicles. The time frame for possible parking rule violations will not begin until the Association Management Company has inspected or documented the vehicle.

Association Management Company shall be responsible for maintaining records of all requests for time extensions, complaints received and any enforcement action taken. Towing will occur only if two or more Villas' Directors issue written authorization by email or otherwise to tow, that identifies the vehicle along with the specific parking rule violation and is filed with the Secretary of the Board or the Villas' Management Company.

#### **PETS**

In addition to By-Law restrictions, no pets may be tethered or left unattended outside a Unit (including on or adjacent to a deck, porch or approved patio) or in any common area. Pets may not run loose and no pet runs or shelters may be constructed. Pets must be leashed and under the immediate control of the pet Co-owner/Resident at all times. Pets shall not be allowed near any shrub. The animal is not allowed to bark frequently or continuously and may be walked only around the pet Co-owner/Resident's unit or on the main sidewalks. All pet waste must be immediately picked up. Co-owner/Resident is responsible for any damaged vegetation caused by their pet. Pets over 80 pounds may not be kept at the Villas.

Co-owner/Resident's with pets are strongly encouraged to register their pet's with the association management company. Registration forms can be found on the associations website.

#### **SATELLITE DISHES**

A satellite dish may not be installed unless the Co-owner/Resident obtains pre-approval from the Villas' Board of Directors pursuant to an Alteration/Modification Request. The proposed location of the dish must be reviewed by the appropriate Committee and pre-approved by Board of Directors.

#### FIRE AND ELECTRICAL HAZARD PREVENTION

It is the Co-Owner's responsibility to ensure that all Co-owner installed electrical and fuel burning devises (both inside and outside their Unit) are installed, used and maintained pursuant to the manufacturer's specifications and in compliance with all applicable Northville Township requirements, including an electrical and/or mechanical permit. Installation inside a Unit of a device that generates significant heat (such as a kiln, welder and the like) is strongly discouraged and, as a matter of policy, Co-owner requests to the Board of Directors to alter or modify any Common Element of the Villas (including, but not limited to, the external wall of a Unit for the installation of a vent for such a device) will be denied. In addition, a Co-Owner should not use a non-builder installed fuel-burning device (such as a generator, heater or the like) inside their Unit because they pose a significant risk of fire and/or carbon monoxide poisoning.

#### **SNOW REMOVAL**

The Villas of Northville Hills Condo Association provides for snow removal by a contracted Snow Removal Company.

#### **Snow Removal Priority order is as follows:**

First; the roadways

Secondly, the driveways

Thirdly, the sidewalks and walkways

Fourthly; the Contractor will apply de-icing chemicals to the roads, driveways, walkways

and porches as needed.

#### **Snow Removal around Vehicles:**

During snow removal operations, vehicles shall not be parked on the roadway. If vehicles are left in the driveway, the Contractor will plow behind and on the side of that vehicle to within approximately 2' of the vehicle. Hand shoveling will not be utilized to remove the snow closer to the cars. However, prior to departing the Villas at Northville Hills premises for the day, the Snow Removal company will re-inspect the premises. If at that time, a vehicle has been removed from a driveway which had been previously plowed, the Snow Removal Company will remove the remaining snow from that driveway. The Snow Removal Company is not required to return to the Villas' work-site to remove such snow once it has finished its site cleanup.

#### **TRASH**

It is every Co-owner/Residents responsibility to make sure that their waste materials do not spill, blow away or otherwise negatively impact the beauty of the Villas. To assist the Co-owner/Residents in meeting this responsibility, the following guidelines should be followed:

The Township has provided each Co-Owner/Resident with two (2) heavy duty 64-gallon wheeled containers. One wheeled container [with black lid] is to be utilized for bagged garbage refuse and will be picked up by the Township's contractor weekly. The second wheeled container [with grey lid] is to be utilized for recyclable materials which will be picked up on a biweekly basis. All Co-Owner/Residents must use the provided containers or they may be denied service. If an additional or replacement container is needed, the Co-Owner /Resident should contact the Township at (248) 348-5820. The Township has advised that there will be no charge for such containers unless a given unit has a history of excessive replacements.

Containers, containing secured bagged materials or recyclable materials **shall NOT be put out** to the curb before 6:00PM on the evening before the scheduled pick up day. To ensure trash and/or recycled material pick-ups on the day scheduled for pick-up, Co-owners/Residents should set out the container(s) before 7:00AM on scheduled pick-up day. The lids for each container should open out towards the street. After trash pick-up, all containers should be taken in by the Co-Owner/Resident as soon as practicable and no later than the day of the pick-up. As this is an automated system, each co-owner is responsible for cleaning up any debris which may have been left after pick-up.

# If a holiday falls on a Monday through Thursday, pickup will be delayed by one day. These Holidays are:

New Year's Day Independence Day Thanksgiving Day
Memorial Day Labor Day Christmas Day

The Township has published a list of rules as well as "frequently asked questions" relating to the pick-up of waste and recyclable materials. The pick-up schedule is also available on line. The Township's web-site is: <a href="www.twp.northville.mi.us">www.twp.northville.mi.us</a> Go to & click on the "Services" section at the bottom of their web-page and then to the "Solid Waste Collection Program" section.

Co-Owners/Residents who do not have access to a computer can obtain the same information from the Water Department at the Township Hall. **Collection service inquiries** should be made to the Township at (248) 348-5820.

#### **CLUBHOUSE & POOL**

#### **OVERALL GUIDELINES**

- The Clubhouse and Pool are for the exclusive use of Villas' Co-owner/Residents and their invited guests. A guest may use these facilities only when accompanied by a Coowner/Resident.
- 2. No personal items may be left on the premises at anytime (including in the Clubhouse refrigerator) and each Co-owner/Resident is requested to do his/her best to keep all of

the facilities neat and clean and to turn off lights, TVs, appliances and ensure that all exterior doors (including those in the restrooms) and windows are locked.

- 3. No loud noises or other activities generally considered disturbing, destructive or potentially dangerous in a residential neighborhood are allowed.
- 4. Any Co-owner/Resident who is in arrears on any financial obligation to the Association will not have access to the clubhouse or pool. Re-instatement of such privilege will require payment of a standard re-activation fee.

#### **CLUBHOUSE**

- 1. The Clubhouse will be open from 5:00 am until 10:00 pm seven days per week but everyone should vacate the premises by 9:55 pm because the automatic alarm system activates at 10 pm. After hours' use must be arranged with the Association Management Company.
- 2. If others are waiting to use the exercise equipment, each person should limit their total use of each piece of equipment to thirty (30) minutes.
- 3. No smoking is allowed in the Clubhouse.
- 4. No pets or other animals are allowed in the clubhouse except for a trained guide dog accompanying a person who has a disability.
- 5. Children under age 16 must be accompanied by an adult at all times.
- 6. No loud noises or other activities generally considered disturbing, destructive or potentially dangerous in a residential neighborhood are allowed.

#### **EXERCISE ROOM**

The Exercise Room in the Clubhouse is available for use by all adult members of the Villas during the designated Club House hours of operations. Children 12 to 16 years old may utilize the exercise room if they are accompanied by an adult and a completed "Waiver of Liability" form has been filed with the Villas' Management Company. Children under (12) twelve may not use the exercise room or equipment under any circumstances.

#### **POOL**

All residents and guests using the Pool incur a certain risk. Neither the Association Corporation, nor the Board of Directors, or the Management Company shall be liable for any accident, loss, or injury in connection with the use of the Pool.

All problems, accidents, security issues and maintenance concerns are to be brought to the attention of Villas' Management Company.

A representative of the Board of Directors or the Villas' Management Company may dismiss from the pool area any person who violates the rules, exhibits unbecoming conduct, or who fails to show evidence of his/her rights to use the facility. The Board of Directors may suspend an

individual's pool privileges temporarily or permanently in cases of flagrant or continued violation of these provisions. Re-instatement of such privileges will require payment of a standard reactivation fee.

#### SAFETY IS OF FIRST IMPORTANCE AND MUST BE PRACTICED BY ALL

#### **USE OF POOL RULES**

- 1. The Pool will be open from 5:00 am to 9:30 pm.
- 2. Co-owner/Residents who bring guests must make sure that the number of guests is limited to four (4) per Unit at any one time during the week and two (2) per Unit on the weekends and holidays. All guests must comply with all the Rules set forth herein and the Co-owner/Resident must be present at all times. If repeated concerns arise, the Association's Board may revoke or temporarily suspend a Co-owner/Resident's right to have guest privileges. The Board may also elect to revise the number of permitted guests if pool usage becomes too heavy.
- 3. Children, 14 and under, and others unlikely to exercise mature judgment in health and safety matters are not permitted to enter the pool area unless accompanied by a Co-Owner/Resident adult charged with the responsibility of their safety and conduct.

  REMEMBER—THERE IS NO LIFE GUARD ON DUTY.
- 4. Swim aids, swim fins, and only small, floating pool articles are allowed in the pool provided they are removed from the pool when not in use.
- 5. No smoking is allowed in the pool enclosure.
- 6. Illegal substances are not permitted in the pool area.
- 7. In consideration of the residents living in proximity of the pool, amplified sound equipment may not be used in the pool area.
- 8. No skateboards, rollerblades or bicycles are allowed within the pool enclosure.
- 9. No loud noises or other activities generally considered disturbing, destructive or potentially dangerous in a residential neighborhood are allowed.
- 10. Co-owners/Residents utilizing the umbrellas are asked to close them after use, so they are not damaged by the wind.

The Pool is operated under license of the State of Michigan and must conform to guidelines from the Wayne County Health Department. Its continued safe and pleasurable use is dependent upon the cooperation of Co-owners/Residents complying with the pool rules and guidelines.

#### **HEALTH & SAFETY POOL RULES**

- 1. Individuals using the pool must take a shower with soap before entering the pool.
- Running, boisterous conduct or rough play, ball throwing or the throwing of any object, diving, jumping, running, or other accident prone and disruptive activities are not permitted in the pool or surrounding pool area.
- 3. Glass, other breakable materials or an object or material that might cause a hazardous condition are not permitted in the pool enclosure.
- 4. No food or drink is allowed in the pool. Food may be consumed, but not prepared in the pool deck area only and those bringing food items are responsible to properly clean the area before leaving.
- 5. No pets or other animals are allowed in the pool enclosure except for a trained guide dog accompanying a person who has a disability. A guide dog is not permitted in the pool
- 6. Persons using the pool must wear clean conventional swimwear. Street clothes including cut-off jeans, trousers, t-shirts, street socks or shoes are not allowed in the pool.
- 7. Persons having any infectious or communicable disease, or with the possibility of having an infectious condition, such as a cold, skin eruption or open blister shall not use the pool.
- 8. No spiting, spouting of water, blowing nose or otherwise introducing contaminants into the pool water.
- 9. Using the pool after consuming alcoholic beverages is not recommended and strongly discouraged.
- 10. Individuals who are incontinent or not potty-trained **MUST** wear appropriate waterproof clothing while in the pool.
- 11. The pool area shall be evacuated during severe weather conditions such as electrical storms, high winds etc.

The pool and the surrounding area is an important amenity in our community. Please treat it with care and respect. Please be courteous. When using and enjoying the pool, please remember that many of your neighbors live in close proximity of the pool and loud noise travels.

#### RESERVING CLUBHOUSE/SITTING ROOM

- 1. Only the sitting room may be reserved; but, during the reserved time, the sitting room guests may use the kitchen, the restrooms and the small patio outside the back doors of the sitting room. Use of the pool or pool deck or exercise equipment is prohibited. Kitchen appliances may only be used for warming (not cooking) food.
- 2. The inviting Co-owner/Resident must be present at all times and must make sure that all of the above requirements set forth herein and that the foregoing Rules are strictly observed.
- 3. No gambling or loud, risqué or illegal activities are permitted.
- 4. The sitting room and kitchen (including the range, microwave and refrigerator) must be left clean and neat and no food or food—related garbage may be left anywhere on the premises.
- 5. The total number of guests and Co-owners/Residents in attendance may not exceed 30.
- 6. Parking is strictly limited to the marked spaces and other approved parking areas.
- 7. Nothing may be tacked, taped or otherwise attached to the lights, walls, ceilings or curtains.
- 8. To reserve the sitting room *for exclusive use (with or without outside guests),* the Association's Management Company must be contacted at least one week in advance. If the proposed date and time are available, the Co-owner/Resident must make a \$200 deposit to hold the reservation. \$100 of the deposit is a refundable security deposit to cover any damage and/or inordinate cleaning charges and the other \$100 is a non-refundable rental fee. The reserving Co-owner/Resident agrees to be responsible for any damages in excess of the \$100 security deposit and to hold the Association harmless from any liability that may arise as a result of the use of the facilities. Such co-owner/resident shall be responsible for the repair or replacement of any damaged property. Co-owner/Resident is requested to do his/her best to keep all of the facilities neat and clean and to turn off lights, TVs, appliances, ensure that all exterior doors (including restrooms) and windows are locked.
- 9. To facilitate Co-owner/Resident-only functions in the sitting room that are not exclusive and open to all co-owners/residents (such as card games, book clubs, television events, etc.), Co-owner/Residents who would like to use the sitting room at a specific time or times and do not intend to invite outside guests may also reserve the sitting room in advance (with no security deposit or rental fee) by contacting the Association's Management Company at least one week in advance. Such co-owner/resident shall be responsible for the repair or replacement of any damaged property. Co-owner/Resident is requested to do his/her best to keep all of the facilities neat and clean and to turn off

lights, TVs, appliances, ensure that all exterior doors (including those in the restrooms) and windows are locked.

- 10. No Owner who is in arrears on any financial obligation to the Association may reserve the sitting room for any purpose.
- 11. No Co-owner/Resident may reserve the Clubhouse sitting room for guest or non-guest functions more than once per month.
- 12. The Clubhouse may not be reserved or used for public or commercial functions and no signs of any kind may be placed on the clubhouse or other Association property.
- 13. Prior to and within ninety days of rental, the Owner must have their insurance carrier furnish the Association Management Company a certificate of insurance or an evidence of insurance statement showing coverage for the date of the rental and liability and property coverage limits that meet the Association's insurance requirements found in section 3 of our By-Laws.

#### **LEASING OF UNITS**

- At least ten (10) days prior to presenting a lease or otherwise agreeing to grant possession
  of a Unit to potential lessees or occupants, the intention to lease must be disclosed by the
  Co-owner in writing to the Association and, at the same time, the Co-owner must supply
  the Association with a copy of the proposed lease for its review for its compliance with
  the Condominium Documents.
- Any Lease must clearly require lessee to comply with Association's Articles of Incorporation, Master Deed, By-Laws and Association Rules and Regulations (the "Condominium Documents"). Additionally, the Co-owner is responsible to provide the lessee with a copy of the above stated documents.
- 3. Without written notice to the Association to the contrary, it will be assumed that any Lease shall transfer to the tenants all rights to use the General Common Element facilities and the Co-owner shall be deemed to have relinquished such rights of use during the entire term on the tenancy. If a Co-owner provides written notice to the Association that the Co-owner is retaining such rights of use, the Lease shall specifically indicate that the tenant and other occupants of the Unit and their guests shall have no such rights of access and use and are prohibited from using the same.
- 4. Prior to signing any lease or rental agreement any deficiencies in the lease form shall be corrected to the satisfaction of the Association, including the execution by Co-owner and Tenant of an Addendum containing necessary additional terms, if so requested by the Association.
- 5. Prior to granting occupancy to a Unit to any Tenant, Lessee or other Non-Co-owner occupant, the Co-owner is strongly advised to obtain a criminal background check and a credit report on such prospective occupant(s).
- 6. Prior to granting occupancy to a Unit to any Tenant, Lessee or other Non-Co-owner occupant, the Co-owner is strongly advised to make sure such occupant carries a sufficient

"renter's insurance policy" covering all personal property of such occupant as well as adequate liability insurance for occurrences inside the Co-owners Unit; and that both the Co-owner and the Association are listed as additional named insureds in said policy.

- 7. Once an approved rental agreement or lease is signed, the Co-owner shall provide the Association with a copy of the executed lease within 30 days of signing. If no lease is to be used, then the Co-owner shall supply the Association with the name and address of the lessees or occupants, along with the rental amount and due dates of any rental or compensation payable to the Co-owner, the due dates of that rental and compensation, and the term of the proposed arrangement.
- 8. All leases shall be for a minimum initial term of six (6) months and all leases shall be of the entire Unit and not anything less than the entire Unit. No subleasing or leasing of less than an entire Unit is allowed, except in extenuating circumstances pre-approved in writing by the Board of Directors.
- 9. The Co-owner acknowledges by signing any lease, rental or occupancy agreement, or by entering into the same without a written agreement, that the Co-owner shall be fully responsible to the Association for the conduct of the occupants of the Unit, that all communications will be sent by the Association to the Co-owner, that a full set of Condominium Documents has been given to the occupant by the Co-owner and that the Co-owner indemnifies, holds harmless and will be fully responsible for reimbursing the Association for any out of pocket costs, damages or expenses incurred by the Association as a result of dealing with the rented Unit or the occupants thereof; and that any and all such sums shall constitute an assessment under the Condominium Bylaws, will be secured by the statutory lien on the Unit and may be enforced as any other assessment in accordance with the Condominium Bylaws and the Michigan Condominium Act.
- 10. A Co-owner renting their Unit acknowledges that the Association has the following statutory rights in cases involving a violation of the Condominium Documents by their Tenants:
  - A. The Association shall notify the Co-owner by certified mail, advising of the alleged violation by the Tenant. The Co-owner shall have 15 days after receipt of the notice to investigate and correct the alleged violation by the Tenant or advise the Association that a violation has not occurred.
  - B. If after 15 days the Association believes that the alleged violation is not cured or may be repeated, it may institute an action for both eviction against the Tenant or non-Co-owner occupant and, simultaneously, for money damages against the Co-owner and Tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this section may be by summary proceeding. The Association may hold both the Tenant and the Co-owner liable for any damages to the general common elements caused by the Co-owner or Tenant in connection with the Condominium Unit or Condominium Project.
- 11. A Co-owner renting their Unit acknowledges that the Association has the following statutory rights in cases involving nonpayment of Association assessments by the Coowner:
  - A. When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a Tenant occupying

a Co-owner's unit under a lease or rental agreement, and the Tenant, after receiving the notice, shall deduct from the rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deduction does not constitute a breach of the rental agreement or lease by the Tenant. If the Tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, the Association may do the following:

- B. Issue a statutory notice to quit for non-payment of rent to the Tenant and shall have the right to enforce that notice by summary proceeding or by institution of an action for money damages.
- 12. Prior to leasing a unit, the Co-owner should refer to and comply with the additional By-Law provisions related to leasing.

#### **ADDENDUM OF SELECTED BY-LAWS**

(In addition please see By-Laws)

**BBQs:** Electric or gas-fueled BBQs (no open charcoal grills) may be used on decks, patios or driveways.

**COMMON ELEMENTS:** The clubhouse, pool, tennis courts and other common areas may be used only for the purposes intended, may not be monopolized or otherwise obstructed. Co-owner/Residents' personal property may not be left on these premises.

Personal property such as basketball hoops, bikes and other sporting equipment cannot be left on the Co-owner/Resident driveway unattended. Such items must be stored when not in use in the Co-owner/Residents' garage or home.

**FLOWERS, TREES, SCRUBS:** No flowers, trees, shrubs or plants may be removed or added unless authorized by Association Rules or pursuant to an Alteration/Modification Request approval by the Villas' Board of Directors.

**GARAGE DOORS**: Garage doors are to be kept closed when not being used for entry or exit or short-term activities.

**WEAPONS:** No weapons of any kind (including BB guns, sling shots and the like) may be used on or about a Unit.

**WINDOW COVERINGS:** Window coverings/treatments shall be white-backed unless otherwise authorized by the Villas' Board of Director's pursuant to an Alteration/Modification Request.

This summary is not intended to be all-inclusive or definitive. All Co-owner/Residents should obtain a copy of the By-Laws at or prior to closing. Hard copies may be obtained from the Association's Management Agent for a copying fee. An electronic copy is available on the Association's website.

# ALTERATION/MODIFICATION REQUESTS (Formerly referenced as "variance" requests)

If a Co-owner would like to request approval of an unauthorized activity, the Co-owner must submit a completed Alteration/Modification Request form (Attachment D) to the Association's Management Agent ("Agent"). Immediately upon receipt, the Agent shall forward the Request to the appropriate Association Committee. Within 10 business days of receipt, the Committee will use its' best efforts consider the Request and to recommend approval or denial to the Board of Directors

If the Committee recommends approval, the Co-Owner's Alteration/Modification Request and the Committee's recommendation shall be forwarded immediately to the Board's Secretary for communication to the Board of Directors at its next regularly scheduled meeting.

If the Committee recommends denial of the request, the Agent shall immediately advise the Coowner, including the reason(s) for the denial. Thereupon, the Co-owner may ask the Committee to reconsider the denial by filing a written request with the Agent. Upon such a request, the Committee shall reconsider the denial within 10 business days and the Co-owner shall have an opportunity to be present and to discuss the matter.

The Co-owner may appeal a Committee's initial or reconsideration denial to the Board of Directors. Any such appeal shall be filed in writing with the Agent for consideration by the Board of Directors at its next regularly scheduled meeting.

If the Board of Directors denies an Alteration/Modification Request, the Agent shall immediately advise the Co-owner, including the reason(s) for the denial. Thereupon, the Co-owner may ask the Board of Directors to reconsider the denial by filing a written request with the Agent. Upon such a request, the Board of Directors will reconsider the denial at its next regularly scheduled meeting and the Co-owner will have an opportunity to be present and to discuss the matter. Following such a re-consideration, the Board's decision will be considered final.

(Attachment A)

#### **RAILINGS FOR FRONT PORCHES**

The following guidelines must be followed for installation of railings for the front porch:

- 1. Prior to construction, an Alteration/Modification Request must be submitted to and approved by the Villas' Board of Directors.
- 2. May only be installed on one side of the walkway and step; For end unit Villas, the placement should be on the side of the walkway and step furthest from the street. For center unit Villas, the placement should be on the side of the walkway and steps that is closest to the front door.
- 3. May not be installed by drilling or cutting into the front porch deck, steps or any brick wall or porch roof support.
- 4. The railing must match the pre-existing steel or wrought iron railings in the Villas, like the railings and fencing used on the walkouts.
- 5. Must be black steel or wrought iron.
- 6. Must be secured in a concrete footing.

The following picture shows a previously approved front porch railing.



(Attachment B)

#### **COMPOSITE DECKING**

The following guidelines must be followed when replacing an original wood deck with a composite (non-wood) deck.

Prior to construction, an Alteration/Modification Request must be submitted to and approved by the Villas' Board of Directors and a building permit must be obtained from Northville Township.

All deck surfaces, fascia, railings and stairs must be composite material. Structural posts and framing must continue to be "wolmanized" pressure-treated-wood. Hybrid decks (the blending of cedar wood and composite materials) is not allowed.

Horizontal deck boards, step tread surfaces and fascia are limited to the following:

	Composite Decks	CedarWood Decks
Manufacturer	Trex	Any natural cedar
Collection	Transcend	Any natural cedar
Color	Tiki Torch or Tree House	Stain: TWP #101 or Olympic Caramel

Safety: All horizontal composite boards must have the rough or coarse surface in the upward position. Railings: Newel posts, caps and post skirts, balusters, Top and bottom rails

	Composite Decks	Cedar Wood Deck
Manufacture	Trex	Natural Cedar
Collection	Transcend	Natural Cedar
Color	Tree House	Stain: TWP #101 or Olympic Caramel

All Trex newel posts shall consist of Trex 4 x 4" post sleeves, Trex 4 x 4" flat post sleeve caps and Trex 4 x 4" post skirts.

All ceder newel post will be constructed of  $1 \times 6$  "rough sawn cedar with picture-frame molding on in and out-facing surfaces.

All balusters will be placed square to the newel post. Angle position is not acceptable. Glass panel railing systems are not allowed.

All fasteners shall be galvanized steel or stainless steel. Fasteners shall be hidden on deck and step tread surface boards.

All deck styles (see Deck Design Elements below) will be consistent with the original decks installed in the Villas.

Safety gates are allowed at the top of the stairs, only. Materials and styles must conform to deck rail materials.

#### (Attachment B)

#### COMPOSITE DECKING - continued

#### Deck Design Elements- All of the following elements are required:

	Composite Decks	Cedar Wood Decks
Materials - deck surface. fascia and step risers	Trex Transcend Collection	Natural cedar wood
Materials - railing system and accessories	Trex Transcend Railing	Natural cedar wood, various facing sections are rough sawn cedar
Color - deck surface and fascia	Trex Transcend, Tiki Tourch or Tree House	Natural cedar wood. Stained using: TWP '101 or Olympic; Caramel
Color - railing system and accessories	Trex Transend, Tree House	Natural cedar wood. Stained using: TWP #101 or Olympic Caramel
Deck Boards and stair tread boards	1X 5.5"	5/4 X6"
Rim Joists fascia boards	Between 8" and 12" covering deck board edges and partially covering structure below.	Between 9" and 12" including a 2 x 4" at top covering deck board edges and partially covering structure below using rough sawn cedar where available.
Upper rails	Trex Transend Universal with Trek 2 x 6"	2 x 6" with 1/2" radius round edge and 1 x3"
	cocktail rail	rough sawn cedar below.
Lower rails	Trex Transcend Universal	1 x 3" rough sawn cedar
Newel posts	Trex 4 x 4" post sleeve	1x 6" rough sawn cedar with picture frame molding on all in- and out-facing surfaces
Balusters	Trex 1.4 x 1.4" Transcend square composite	1 ½ (actual) natural cedar wood
Newel post caps	Trex 4 x 4" post sleve cap -flat	1 x 6" rough sawn cedar topped by ½ angle cut 2 x 4" topped by 1 x 10"
Newel post skirts	Trex 4 x 4" post sleeve skirt	1 x 4" rough sawn cedar
Stairway railings and hand rail	An additional hand rail, which meets code, in addition to the Trex railing system must be in place on all deck stairways.	An addional hand rail, which meets code, in addition to the cedar railing system must be in place on all deck stairways.
Step risers	Step tread overhang ½ to 1" with fascia board used to close riser area to adjacent step treads.	Step treads are edged on all sides 2 x 4". Rough sawn cedar risers are placed between adjacent steps
Ground	Ground below the deck suface and drip area is covered with ground cloth which is completely covered in grey river stone.	Ground below the deck surface and drip area is covered with ground cloth which is completely covered with grey river stone.

(Attachment C)

#### **DECK AWNINGS**

The following guidelines must be followed for the installation of deck awnings:

- 1. Prior to installation, an Alteration/Modification Request must be submitted to and approved by the Villas' Board of Directors.
- 2. The awning must be a Marygrove Awning system with Sunbrella Fabric Style in Linen; with 8" Serpentine matching Valance; Color: Linen; Braid Trim: Linen; with a powder coated painted beige color metal frame.
- 3. The awning must be retractable and closed when not in use.
- 4. Window awnings are not permitted.
- 5. Awnings may only be extended from the hours of 6am through 12am (midnight)
- 6. A responsible person, designated by the Co-owner must attend /monitor the awning while it is extended.
- 7. Only one awning per unit is permitted.
- 8. Overall awning size shall not exceed a dimension of 16 by 12 feet.
- 9. Awning may not exceed the width of the building wall on which it is mounted (except, on the Vanderbuilt model, where the awning may be mounted above the recessed access doorway and a portion of the family room wall).
- 10. The awning may not extend beyond the outer dimensions of the deck.
- 11. Awning must have a hood that protects the retracted awning when it is not in use.
- 12. The following option are allowed:
  - -Wind-O-Matic sensor mechanisms
  - -5 ft. drop valance in the color Linen style (same as awning)
- 13. Motorized units with a manual override and an inside switch must be installed by a licensed electrician.
- 14. Nothing shall be hung from the awning or related awning structure. (i.e. plants, wind chimes, etc.)
- 15. Awning maintenance, repair and structural damage (including to another unit or Common Element) will be the responsibility of the Co-owner of the unit to which the awning is being or has been installed.
- 16. Removal and reinstallation of any awning by the Co-owner, at the Co-owner's expense may be required by the Association to accommodate exterior maintenance.

# <u>ALTERATION/MODIFICATION REQUEST</u> (continued)

(Attachment D)

# VILLAS AT NORTHVILLE HILLS CONDOMINIUM ASSOCIATION ALTERATION/MODIFICATION REQUEST

DATE		
Co-Owne	r Name	
Co-Owne	r Home Phone	Alternate Phone
REQUES	TED ALTERATION/MODIFI	<u>CATION</u>
	Exterior Appearance	1 0
	Structural Parts of Unit	☐ Deck or Porch
	Other	
involve a	physical change to the unit, in on a site plan and the scale sho	awing for any proposed alteration/modification that will including its deck, porch and landscaping. The drawing buld be 1/2 "= one (1) foot. Please list sizes and materials
(List addr	ess and phone it outside contra	actor is to be used)

#### PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING:

- 1. Construction must be performed by a licensed builder who is insured. All applicable codes and regulations will be followed and all necessary governmental permits will be obtained at my/our expense.
- 2. I/we have read all applicable sections of the Villas' By-Laws, Guidelines & Rules and I/we agree to comply with the same.
- 3. All future maintenance, repairs and replacement of this Alteration/Modification will be performed at my/our expense.

# <u>ALTERATION/MODIFICATION REQUEST</u> (continued)

4. I/we agree that, should any governmental agency require, at any time in the future, revisions to the completed Alteration/Modification, they will be done at my/our expense.

# VILLAS AT NORTHVILLE HILLS CONDOMINIUM ASSOCIATION ALTERATION/MODIFICATION REQUEST

- 5. Structural changes, including, but not limited to: windows/garage doors and decks will require detailed specifications which must include style, color, material, etc.
- 6. Any maintenance and or other costs incurred by the Association as a result of this Alteration/Modification will be at my/our expense.
- 7. The Co-Owner understands that it is my/our responsibility upon the sale of the unit to advise the buyer of this Alteration/Modification and of their responsibility to comply with all the continuing requirements set forth herein.
- 8. All of the above information is truthful and accurate.

# NO WORK MAY COMMENCE UNTIL WRITTEN APPROVAL BY THE VILLAS' BOARD OF DIRECTORS IS RECEIVED

Date	Signature of Co-owner
Date	Signature of Co-owner
RETURN	N COMPLETED FORM TO:
C/O <b>KRAMER-TR</b> 40000 G <sub>1</sub>	ille Hills Condominium Association IAD MANAGEMENT GROUP, L.L.C. rand River Ave, Suite #100 ovi, Michigan 48375

Secretary of the Board of Directors

Approved:

Date