

NORTHWOOD LAKE  
CONDOMINIUM  
ASSOCIATION  
CASS CITY, MICHIGAN

RULES  
AND  
REGULATIONS

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Amended June 3, 2005  
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These Rules and Regulations have been promulgated by the Board of Directors of Northwood Lake Condominium Association pursuant to authority granted by Article VI, Section 10 of the Condominium Bylaws. These Rules and Regulations are intended to supplement the provisions of the Master Deed and Condominium Bylaws those documents shall control. These Rules and Regulations shall remain in effect until revoked by the Board of Directors or until ruled invalid by a court of competent jurisdiction. The invalidity or revocation of one provision of these Rules and Regulations shall not affect the validity or enforceability of the remaining provisions.

## **I. DECKS**

- A. A Co-owner shall be responsible for deck maintenance and repair. Decks are to be stained in a light oak color with Exterior Semi-Transparent Stain Color to be Canyon Rock Do It Best 009326717029. Gray paint is permissible for decks that are already painted with Gray Solid Stain Color B2Y+1220D5W2Y (PPG Pittsburgh Base 77-1130).
  - 1. The Board of Directors has agreed to allow the use of white railing on decks with the following restrictions:
    - a. You must receive permission from the Board of Directors.
    - b. White railings may only be used with a gray deck.
    - c. The in-ground posts are also to be painted gray.
    - d. Tuscola County Building Code requires that if you change the railings of your deck you must apply for and obtain a building permit. When you seek permission from the Board of Directors to put up the white railing, you must provide your building permit to the Board.
- B. Seasonal furniture shall be removed from decks by the end of October. Grills need not be removed but shall be covered during the winter months.

## **II. FINES**

When the Association has cause to believe that a condition exists or that an act of omission has been made that would be a violation of the Rules and Regulations of the Association (as adopted from time to time by the Board of Directors), the Condominium Bylaws or the Master Deed (i.e., that an offense has occurred), the Association shall give written notice to the Co-owner responsible of the factual circumstances of the offense, the provision of the rules, regulations, bylaws or Master Deed alleged to have been breached, and the date, time and location of a meeting of the Board of Directors (either regular or special) at which the alleged violation will be considered.

A fine may be imposed against a Co-owner for a violation by the Co-owner, a member of his family, his invitees, his tenants, or his guests. "Offense" for the purpose of imposition of second and subsequent fines in accordance with the schedule below includes any offense for which a fine may be imposed. It is not necessary that the subsequent act of alleged misconduct be similar to the first such act in order to impose a higher fine, although the Board of Directors may take into consideration the nature of each offense and the length of time since the prior offense in determining the appropriate fine for the present offense.

The Co-Owner shall have the opportunity at such meeting to present any evidence he may have on the alleged breach and to examine such evidence as the Association may choose to present. No rules of evidence shall apply to such meeting, but the President of the Association shall have the right to impose reasonable restrictions on the manner and length of presentation as is necessary to accomplish an orderly and prompt resolution of the matter. The Board of Directors may consider an offense to be admitted, if the Co-owner fails without cause, or refuses, to attend the meeting.

The decision of the Board of Directors as to the occurrence of the violation shall be final. The decision may be given to the Co-owner at the meeting, or the Board may decide to deliberate, in which case the Board's decision shall be communicated promptly after it is made to the Co-owner in writing at the address for the unit provided.

Fines unpaid for a period of 30 days shall be automatically assessed another fine monthly. Also, may be assessed to the unit, secured by a lien, and collected in the same manner as other assessments.

Fines may be imposed for each violation as follows:

First Offense	Warning
Second Offense	\$ 50.00
Third Offense	\$ 75.00
Fourth & Subsequent Offenses	\$125.00

### **III. GARAGE/MOVING SALES**

- A. Garage sales shall be held during and in conjunction with the annual Village's Summer Mania event by registering at the Rawson Memorial Library. Co-Owners shall notify the board one week in advance.
- B. Individual Moving Sale requires written approval from the Board and a \$1,001 security deposit.

### **IV. LANDSCAPING**

- A. The Association shall arrange for the cutting/trimming and watering of flowers, grass, shrubs and trees on general and limited common elements. No Co-owner may cut, trim or turn on any or all of the sprinkler system without the express written approval of the Board of Directors of the Association.
- B. No Co-owner shall plant any plants, annual or perennial, anywhere in the general or limited common elements. Co-owner may plant in a pot or urn placed on top of the stones. The Association has the right to disapprove of any or all plantings within unit boundaries that may cause a hazard to other Co-owners or the public or that may interfere with the operation, repair and maintenance of general or limited common elements, or that may detract from the harmonious appearance of the project as a whole. The decision of the Board of Directors as to the hazard, appearance or interference shall be final.

- C. The Association shall arrange for snow removal and maintaining all inner roadways. Co-owners shall be responsible for putting ice-melt, provided by the Association, on their driveway, porch and access walk after the snow has been removed.
- D. No Co-owner shall be allowed to erect any fence, blind or structure anywhere on the condominium project without the express written approval of the Association.

**V. LEASES (amended 11-02-2010)**

- A. Leasing of units by any co-owner, or any family member acting on behalf of a Co-owner, must follow Article VI, Section 2 of the Association By-laws. The Board of Directors has approved a lease that contains all the requirements to fulfill the provisions of our By-laws and also protect the Association as well as the co-owner. This lease can be obtained from the secretary of the Association. A lease must be for at least six months.
- B. Said lease shall be presented to the Board of Directors for review and approval at least ten days before the beginning date of the lease.
- C. The State of Michigan requires that any unit to be leased must be in sanitary condition prior to occupancy.
- D. The Association requires that prior to any lease being approved the co-owner shall have the furnace and the hot water tank inspected by a certified, licensed contractor and a copy of the inspection report presented to the Board. The co-owner must also provide a written statement that any and all utilities are paid up to date.
- E. No more than ten (10) NLCA units shall be leased at any given time.

**VI. MAILBOXES**

Mailboxes are provided and maintained by the Association. Nothing may be erected or attached to the mailbox or post without the express written approval of the Association.

**VII. MAINTENANCE FEE**

- A. Maintenance fees shall be paid monthly (i.e. 12 payments per year) by the 1st of each month. Any payment received later than noon of the 5th of the month will be subject to a "fine" pursuant to Article XVIII, Section 4 of the Condominium By -Laws.
- B. Contact Association Treasurer to set up electronic payment.
- C. Due to the need to protect our Association pursuant to lawn and property damages incurred during the transition of condo ownership there shall be a fee paid by the seller and the buyer of \$1,200 each to the Association at the time of the sale/purchase. If there are no damages, these fees would be refunded to the seller and buyer.

**VIII. NOISE**

No loud noises are allowed in the complex between the hours of 8:00 p.m. and 8:00 a.m.

## **IX. PETS**

- A. No animals, except one dog or one cat, shall be maintained by any Co-owner unless specifically approved in writing by the Association. (Ref. By-law Article VI Restrictions, Section 6 Pets.)
- B. No vicious or dangerous animals are allowed as determined by the Board. No outside lodging of animals shall be allowed. All animals shall be house pets and kept on a leash and within the active control of the owner whenever outside the unit. Co-owner shall be responsible for cleaning up their animal's feces promptly.
- C. Co-owner shall register their dog with the Association and assume total responsibility for their animal's actions. All shots must be current and dogs shall be licensed.
- D. No posts, stakes or tie-outs are allowed on Association property.

## **X. RUBBISH REMOVAL**

- A. Village-arranged pickup day is Thursday of each week, adjusted for holidays. Rubbish may be placed at curbside after 7:00 p.m. the day before pickup. However, Co-owner shall be responsible for cleanup of any mess caused during the nighttime. Trash must be secured in a sturdy bag so trash is not spilled. No trash in Small Retail (example Walmart) type bags.
- B. All rubbish from units on inner roadways shall be placed in front of the unit by 8:00 a.m. for collection by the Association to be taken to Northwood Circle for pickup arranged by the Village. Recyclable bins are Co-Owners responsibility.
- C. All rubbish and recyclables from units on Beechwood Drive and Northwood Circle shall be placed at the bottom of each unit's driveway by 8:00 a.m. for pickup arranged by the Village.
- D. Trash receptacles and recycling bins shall be stored within the unit or its garage. No enclosures or sheds may be erected outside the unit for the storage of trash receptacles.
- E. The Association reserves the right to pass along to the Co-owner any additional collection fees charged by the Village or contractor for excessive rubbish put out for collection.

**XI. SIGNS**

- A. No signs of any nature shall be displayed anywhere about the project without the express written approval of the Association. Unapproved signs may be removed by the Association and disposed of without notice.
- B. Approval shall be given to display from inside a unit's window or door only ONE (1) For Sale Sign for a period of 180 days.

**XII. STREET USE AND PARKING**

- A. Commercial vehicles may only operate on the roadways to pick up or deliver goods and shall be parked in such a manner so as not to impede the flow of traffic.
- B. Garage doors shall remain closed at all times, except as is necessary for ingress and egress from the garage.
- C. The Village of Cass City enforces no parking on Beechwood Drive and Northwood Circle between the hours of 2:00 a.m. and 5:00 a.m., November 1 through March 31.
- D. No vehicle shall park or stand on any roadway. Co-owners must keep all vehicles in their garage or driveway as to not have vehicles parked on the roadways. Any exception to this rule must be approved in writing by the board.
- E. At no time may any passenger vehicle, truck or vehicle with a trailer park or drive onto or across the grass. Cost of repair to damaged sprinkler heads and/or lawn caused by a family member, his invitees (including delivery or moving trucks), tenants or guests shall be the responsibility of the co-owner.
- F. The turnarounds at the end of all roadways may not be used as permanent or overnight parking spaces. They are provided for easier backing from driveways and as a means of removing snow plowed from roadways.
- G. Only passenger vehicles shall be allowed on the roadways of the condominium project. No vehicle that leaks fluid will be allowed on Association property. No all-terrain vehicles, go-carts or other personal recreational vehicles are allowed to operate on the roadways or common ground.
- H. Driveways shall not be used for the storage of any type of motor vehicle, trailer or boat. Any vehicle parked on a driveway must be operable and licensed. Operable means, at a minimum, that the engine runs and that all tires are inflated. NO REPAIRS of any sort may be performed on the driveway.
- I. The roadways of the condominium project shall not be used as a field or arena for sports of any kind. This includes, but is not limited to football, baseball, street hockey, roller blade, basketball, etc. Portable goals, nets and other sports paraphernalia on common ground or unit driveway shall not remain unused for a period of more than thirty (30) minutes.

### **XIII. GENERAL**

- A. Water must be turned off when leaving for a week or more. If basement is flooded due to Co-Owner's negligence, Co-Owner shall pay for damage.
- B. If anything, other than toilet paper is flushed and the sewer line is plugged the Co-Owner shall pay for repair to association approved Vendor.
- C. If sprinkler system is damaged by Co-Owner or Co-Owners guest's, Co-Owner shall pay for damage.
- D. The Common elements, Limited, or General, shall not be used for storage or supplies, materials, personal property, or trash or refuse of any kind (Ref. By-Law Article VI Restrictions, Section 7. Aesthetics)
- E. No Co-owner shall make alterations in exterior appearance or make structural modifications to Condo Unit. (Ref. By-Law Article VI Restrictions, Section 3 Alterations & Modifications)
- F. No unit shall be used for other than single-family residence purposes except that persons not of the same immediate family residing together may occupy a unit with written consent of the Board of Directors. (Ref. By-Law Article VI Restrictions, Section 1. Residential use.
- G. PODS- temporary additional storage for co-owners who are moving.
  - 1. Any damage to the Association will be the responsibility of the Co-owner.
  - 2. The POD must be on a small POD truck on our roadways.
  - 3. Someone from the Board must supervise the unloading of the POD once it arrives.
  - 4. The POD must be placed on a plywood surface.
  - 5. Driving on the lawn is prohibited. All wheels must be on blacktop or cement driveways at all times.
  - 6. The POD will be limited to seven days only in your drive, then it must be removed.
- H. ADA Modifications
  - 1. The Northwood Lake Condo Association will comply with federal and state laws including the Americans with Disabilities Act (ADA). In accordance with this act, you may make a request for reasonable accommodations due to your disability.