

# THE POINTE AT ISLAND LAKE CONDOMINIUM ASSOCIATION

## Renter/Non-Owner Handbook

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A Community Guide for our Non-Owner  
Residents

February 2011

This document is to assist you in living according to the community rules and regulations and is intended to create a harmonious living environment for our owners and residents.

# **The Pointe at Island Lake – Renter Handbook**

*Ypsilanti, MI 48197*

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## **What renting a unit at the Pointe at Island Lake means to you and the Association**

You are renting a private residence in a community – a condominium association. In a condominium association, the owners own their residence, or unit, but they also own an undivided interest in what is typically referred to as “the common elements”.

There are two types of common elements; limited and general. Limited common elements are part of and assigned to specific units. Patios and balconies are often limited common elements. General common elements are those items that are open and for use for all association members, residents and guests. In our community, those are the pool, clubhouse and the landscaping.

As a tenant, we want you to be a part of the Association. Per the condominium documents, most of the same rules, regulations and guidelines apply to you. You and your landlord should have signed an addendum to your lease or rental agreement as provided by the Association. You should also have been given a copy or portions of the condominium bylaws, particularly those that pertain to you.

To assist, the Association has developed this Renter Handbook. This will give you the rules the Association has created that directly affect you. Please be aware that unlike an apartment or single family home, there are certain things that you cannot do without permission. Any changes on the exterior, including the installation of a satellite dish, must be approved by the Association. Pets must not be left unattended or tethered on the common elements; a person must attend the pet and clean up after them while on the common elements, limited or general. Guests may only utilize the pool with a co-owner or resident in person with them. The clubhouse must be scheduled and the fees paid prior to use.

Often renters are unsure of the rules and unsure of who is responsible for what when something breaks. To assist, not only have we enclosed the rules the Association has passed, but the Restrictions portion of the Association by-laws. We have also enclosed a responsibility matrix, which shows at a glance which party is responsible for what. We recommend that you and your landlord review the condominium documents together, and we recommend that you have renters’ insurance. The Association has insurance coverage, but does not cover the personal property of ANY resident; co-owner or tenant.

You may volunteer on any of the Association committees and assist us in helping and keeping the association a great place to live. The Association, the management company and the board are not the landlords or your landlord. However, the board is elected from the pool of owners to manage and administer the affairs of the Association, which includes rules enforcement as well as maintenance and upkeep.

We hope that this handbook helps you and enhances your living experience in our community!

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Pointe at Island Lake Condominium Association

Addendum to Lease Between

\_\_\_\_\_ Landlord (co-owner)  
and \_\_\_\_\_, Tenant (non co-owner occupant)  
\_\_\_\_\_ (unit address)

Dated \_\_\_\_\_, 20\_\_

- 1) Non co-owner occupant acknowledges that he/she has read the Master Deed, Condominium By-laws, Association By-laws and Rules and Regulations of Pointe at Island Lake Condominium Association and all amendments thereto (hereinafter referred to as "Condominium Documents"). Non co-owner occupant agrees to comply strictly with said Condominium Documents and with all amendments and additions to such Condominium Documents as are allowed by law.
- 2) Non co-owner occupant shall not assign or sublet the condominium unit without the prior written consent of the Board of Directors of Pointe at Island Lake 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 Michigan Condominium Act gives the Association the authority 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 attorneys fees and costs incurred by the Association in commencing any proceedings against the non co-owner occupant.
- 4) Landlord and Tenant occupant acknowledge that if the co-owner is in arrearage to Pointe at Island Lake Condominium Association for assessments and the Association gives notice of the arrearage to the Tenant, the Tenant shall deduct from rental payments due the Landlord under this lease agreement the arrearage and pay that to Pointe at Island Lake Condominium Association. The deduction shall not be a breach of this lease agreement by Tenant.

Signed, sealed and delivered this \_ day of \_\_\_\_\_, 20\_\_.

In the Presence of:

Landlord:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Tenant:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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*These Sections have been directly copied from the Pointe at Island Lake Association By-Laws, a legal document on file with Washtenaw County.*

## ARTICLE VI RESTRICTIONS

Section 1. Uses Permitted. No Unit shall be used for other than single-family residential purposes; provided, however, that from time to time a Unit may also be occupied by a reasonable number of guests (which may include all of the members of another family). In no event may any Unit be used as a residence for more than one family and no Unit shall be used to conduct any business, trade or profession; provided, however, that any Co-owner may maintain a professional library in a Unit, maintain personal records and conduct personal business within a Unit, and participate in business or professional telephone calls from within the Unit.

### Section 2. Architectural and Aesthetic Control: Rules and Regulations.

(a) Standards for Construction and Replacement of Improvements. During the Development and Sales Period, any and all improvements constructed within the Condominium shall be constructed by the Developer or with the prior written approval of the Developer. The approval of any improvement not constructed by Developer during the Development and Sales Period shall be within the sole and absolute discretion of the Developer for the purpose of ensuring that the Condominium is developed as an attractive residential development that is in harmony with its surroundings.

(b) Aesthetic and Architectural Control in General. Subject to the limitation stated below, the Board of Directors of the Association, on its own initiative, acting through a sub-committee of one or more persons appointed by the Board with the Board's approval, may issue and enforce reasonable and uniform rules and regulations which deal with one or more of the following:

- (1) Posting of "For Sale" signs;
- (2) The exterior appearance of exterior and interior (which are visible from the exterior) window treatments;
- (3) The display, maintenance or placement of any plants, furniture, decorations or any other item on patios, balconies, porches or entry decks; provided that such rules and regulations may prohibit the display or placement of items on porches and entry decks;
- (4) The establishment and publication of Standard Specifications consistent with the Condominium Documents for the rebuilding, repair or renovation of the exteriors and interiors of each Unit and the Common Elements;
- (5) Any other rules and regulations permitted by the Act and the Condominium Documents which are reasonable and promulgated for the common benefit of the Co-owners.

The Board of Directors may establish and publish other rules and regulations which deal with the implementation of the criteria it establishes for architectural and aesthetic controls which shall be uniformly, fairly and reasonably applied. Any rule or regulation adopted pursuant to this provision during the Development and Sales Period must first be approved in writing by the Developer.

(c) General Rules and Regulations. Reasonable regulations consistent with all laws and the Condominium Documents concerning the use of the Common Elements, including any recreational facilities constructed within the Condominium, or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium or the manner of operation of the Association and of the Condominium may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners or

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posted on a General Common Element. Any such regulation or amendment may be revoked at any time by the affirmative vote of a majority of the Co-owners.

Section 3. Proscribed Activities. No noxious or offensive activity shall be performed within any Unit or upon the Common Elements, nor shall anything be done thereon that tends to cause embarrassment, discomfort, annoyance or nuisance to the occupants or Co-owners of Units within the Condominium. No charcoal grills or grills using any other type of fuel, other than propane gas, shall be used anywhere within the Condominium, including, without limitation, on any balcony, patio or porch. All windows must have white-backed draperies or white-backed window treatments. All garage doors must be kept closed except when necessary for purposes of ingress to and egress from the garage. There shall not be maintained any animal or device or thing of any sort whose normal activities or existence is in anyway noxious, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of Units. The Board of Directors of the Association shall be the final arbiter of whether a particular animal, device or thing is in violation of the foregoing restrictions. No Co-owner shall do or permit anything to be done or keep or permit to be kept in the Co-owner's Unit or on the Common Elements anything that will increase the cost of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved, which increased cost may be assessed to and collected from the Co-owner in the manner provided in Article I! hereof.

Section 4. Animals or Pets. No animals or fowl, except for no more than two (2) household pets, shall be kept or maintained on any Unit at any time and no dog shall be kept on any Unit that exceeds forty (40) pounds in weight, fully grown. Any pets kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the Common Elements, and any animal shall at all times be attended by a responsible person while on the Common Elements. Any person who causes or permits an animal to be brought or kept on the Condominium property shall indemnify the Association and hold it harmless for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium property. No doghouse, dog run or pet shelter of any kind shall be installed or maintained on the premises of the Condominium, including any General or Limited Common Element area.

Section 5. Vehicles. No trailers, boats, aircraft, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobile trailers, jet skis, jet ski trailers or other recreational vehicles, or any oilier vehicles, other than passenger cars, passenger vans, pick-up trucks or sport utility vehicles shall be parked or maintained within the Condominium unless in an attached garage included within a Unit. No vehicle that is used to promote a commercial enterprise, or used in connection with such an enterprise, shall be parked in the Condominium, or on any Unit, unless parked in a garage as provided above, except while making deliveries or pickups in the normal course of business. No vehicle shall be parked on any portion of the roads within the Condominium on an overnight basis or for an extended period of time. The Association through its Board of Directors shall have the right to impose rules and regulations regarding parking on the roads within the Condominium and such rules may impose time limits for such parking.

Section 6. Signs, Advertising and Mailboxes. No commercial signs of any kind shall be placed or maintained within or upon any Unit except with the written permission of the Board of Directors or except as may be required by legal proceedings. If such permission is granted, the Board of Directors shall have the right to restrict the size, color and content of such signs. The Developer shall have the right to control or preclude the placement of any "for sale" sign or other advertisement anywhere in the Condominium throughout the duration of the Development and Sales Period and the Board of Directors shall have this same right thereafter. Any and all mailboxes installed within the Condominium shall throughout the Development and Sales Period conform to such standards as may be established by the Developer and those standards shall remain in effect after the Development and Sales Period unless reasonably modified by the Board of Directors.

Section 7. Co-owner Maintenance. Each Co-owner shall maintain his or her Unit and any Limited Common Elements appurtenant thereto for which the Co-owner has maintenance responsibility in a safe, clean and sanitary condition. All vacant Units must be kept free of debris, litter and trash and appropriate measures must be taken to protect such Units from winter weather-caused damage. Each Co-owner shall be

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responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by the Co-owner or the Co-owner's family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility, unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 8. Common Elements. The Common Elements shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and absolutely intended. No Co-owner may leave personal property of any description (including by way of example and not limitation: bicycles, vehicles, sculptures or statues, chairs and benches) unattended on or about the Common Elements. No Co-owner may decorate or modify the exterior of any building in the Condominium (said exteriors comprising General Common Elements), except in accordance with rules adopted by the Association. (This limitation includes the installation of lights and other decorations during holiday seasons.) Use of all Common Elements may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations.

Section 9. Alterations and Modifications of the Common Elements. No Co-owner shall make changes in any of the Common Elements, limited or general (including, without limitation, the addition or removal of any plants, trees, shrubs or flowers), without the express written approval of the Board of Directors (and the Developer during the Development and Sales Period). The Board of Directors may adopt reasonable rules permitting the addition and maintenance of plants and flowers to limited common element patio areas, entry decks, porches and balconies situated within the Condominium. Except as specifically permitted in the Master Deed and/or By-Laws, no Co-owner shall construct or maintain any improvement of any sort upon any General or Limited Common Elements or cause or permit any alteration or damage to any natural area that might be included in the Condominium.

Section 10. Weapons. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his or her family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots, or other similar weapons, projectiles or devices anywhere on or about the Condominium.

Section 11. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease or sell his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least six (6) months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion. These leasing provisions may not be revised prior to the Transitional Control Date without the Developer's prior written consent. Any revisions to these leasing provisions shall be subject to the limitation set forth in Article VIII, paragraph (d) of the Master Deed.

(b) Leasing Procedures. The leasing of Units in the Condominium Project shall conform to the following provisions:

(1) A Co-owner, including the Developer, 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. If the Developer desires to rent Units before the Transitional Control Date, Developer shall notify either the Advisory Committee or each Co-owner in writing.

(2) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium

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Documents and all leases and rental agreements shall so state.

- (3) If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:
  - (i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.
  - (ii) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
  - (iii) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph 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 Unit or Condominium Project.
- (4) When a Co-owner is in arrears 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 rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall 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, then the Association may take the following actions:
  - (i) The Association may 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.
  - (ii) The Association may initiate proceedings for eviction and money damages as described in subparagraph (3)(iii) above following the tenant's failure to remit rent otherwise due within fifteen (15) days after issuance of notice by the Association to the tenant by certified mail.

Section 12. Special Assessment Districts for Improvement of Dedicated Roads. At some time subsequent to the recording of the Master Deed, it may become necessary to pave or improve some or all of the roads within or adjacent to the Condominium Project. If any such roads have been dedicated in accordance with Article VII, paragraph (b) of the Master Deed, such improvement may be financed, in whole or in part, by the creation of a special assessment district or districts which may be comprised of or include the Condominium. The acceptance of a conveyance or the execution of a land contract by any Co-owner shall constitute the agreement of such Co-owner, his or her heirs, executors administrators or assigns that the Board of Directors of the Association shall be vested with full power and authority to obligate all Co-owners to participate in a special assessment district, sign petitions requesting said special assessment, and consider and otherwise act on all assessment issues on behalf of the Association and all Co-owners with respect to any dedicated roads or streets; provided, that prior to signature by the Association on a petition for improvement of such public roads, the desirability of said improvement shall be approved by an affirmative vote of not less than 51% of all Co-owners. No consent of mortgagees shall be required for approval of said public road improvement. All road improvement assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 13. Non-Disturbance of Wetlands. A portion of the land in the Condominium is open space which includes wetland areas protected under Part 303 of the Natural Resources and Environmental Protection Act ("NREPA"), as amended by Public Act No. 59 of 1995. These areas are shown on the Condominium Subdivision Plan. Under the provisions of Part 303 of NREPA,

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activities affecting wetland areas may only be undertaken after a permit has been obtained from the Michigan Department of Environmental Quality. Restricted activities include any disturbance of a wetland by depositing material in the wetland, dredging or removing material from the wetland, draining water from the wetland and constructing, operating or maintaining any use or development in the wetland. In order to assure that no inadvertent violations of the Part 303 of NREPA or any other applicable statute occur, no Co-owner may disturb the wetland or wetland buffer areas contained in the areas designated in the Condominium Subdivision Plan as subject to the Easement for Wetland Preservation reserved in Article VII of the Master Deed. In addition, no fertilizers or other toxic chemicals may be used by the Co-owners which may, in the estimation of the Association acting through its Board of Directors, damage any wetlands which may be located within or bordering on the Condominium. The Association may ban fertilizers or toxic chemicals which may damage any such wetlands from use in the Condominium.

Section 14. Non-Disturbance of Wetland Mitigation Areas. Portions of the open space areas located within the Condominium have been established as Wetland Mitigation Areas as shown on the Condominium Subdivision Plan. Said mitigation areas (the "Mitigation Areas") are included in the Easement for Wetland Preservation described in Section 13 immediately above and are subject to the restrictions set forth in that provision. In addition, any cutting of newly established vegetation within the Mitigation Areas is expressly prohibited and, except for chemicals specifically suited for the control of purple loosestrife (*lythrum salicaria*) and giant reed grass (*phragmites australis*), no fertilizers, herbicides, insecticides, algicides, rodenticides, or other toxic chemicals shall be applied to or used within the Mitigation Areas.

Section 15. Protected Woodlands. A portion of the land in the Condominium includes woodlands that are subject to regulation under the ordinances of Ypsilanti Township. These regulated woodland areas are designated as such on the Condominium Subdivision Plan. In order to assure that no inadvertent violations of applicable Township ordinances regarding protected woodlands occur, no Co-owner may cause or permit any tree or other vegetation located within the areas designated on the Plan as protected woodlands to be cut or otherwise disturbed.

Section 16. Use of the Pond and Other Recreation Facilities. Due to the very shallow nature of the pond located within the Condominium, no motorized craft of any sort shall be launched from any part of the Condominium or otherwise used on the pond. Navigation of the pond shall be limited to paddle boats, rowboats, canoes, kayaks or windsurfers. Due to the shallowness of the pond adjacent to the shore land included in the Condominium, no diving shall be permitted from any fishing or swimming dock installed or maintained on or from such shore land. No Co-owner shall use or permit the use of any portion of the Condominium established as a nature preserve area for any use other than hiking on established nature trails through such area. The authority to make rules and regulations accorded to the Board of Directors of the Association in subsection 2(c) of this Article VI shall include, without limiting the same, the authority to make reasonable rules and regulations regarding the use of any recreation facilities established or constructed as part of the General Common Elements of the Condominium, including any clubhouse, swimming pool, gazebos, or any swimming, fishing or boating dock or beach constructed or established on or within the shore land portion of the Condominium. The Association, through its Board of Directors, may elect to maintain a limited number of paddle boats, canoes or similar non-motorized craft for use by Co-owners and their guests, tenants or invitees on such terms and conditions as may be deemed reasonable by the Board of Directors or said Board of Directors may elect to rent or lease slips or docking spaces for small, non-motorized craft to Co-owners pursuant to rules and regulations adopted by the Board of Directors.

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## Association Rules and Regulations

The rules and regulations listed herein are a supplement to the Condominium Bylaws and related documents of The Pointe at Island Lake Condominium Association. We hope you will recognize the following rules and regulations as additional tools to keep The Pointe at Island Lake a beautiful and tranquil community and creating a community with a pleasant living environment for all its residents.

These rules and regulations have been promulgated and approved by the Board of Directors for the Association in accordance with the Association bylaws.

## Architectural Standards and Rules

Any exterior modifications must be approved in writing per the association bylaws under Article VI Restrictions, Section 9 of the Association By-Laws. Any desired exterior modifications or modifications that affect the structure of the building must be submitted in writing by the unit owner using the Association Modification Request Form. Typical Association modifications allowed and the guidelines for each are as follows:

- Satellite dishes must be approved **in writing** by the Association. Dishes installed without approval shall be removed and areas repaired by the installing homeowner.
- Window coverings – window treatments for the association may be white or neutral colors. Any other colors require written approval by the Board. Window treatments are drapes, curtains, shades, blinds or mini-blinds.

Modification requests can only be submitted by the unit owner. **No modifications can be made without your landlord's approval and they must request the modification from the Association.** No modifications can be made without written approval by the Association.

## Animal Rules and Regulations

The bylaws limit co-owners to two pets no more than 40 lbs each. However, if a resident currently has a pet or wishes to have a pet over 40 lbs, only one pet is allowed. All dogs must have a current license from Ypsilanti Township.

All pets must be cared for and restrained so as not to be obnoxious or offensive on account of noise, odor, sanitary conditions and are not permitted to run loose at any time. Animals must be leashed and attended to at all times on the common elements. Wireless collars will not be considered leashed. Dogs may not be staked and unattended on the common elements. Cats are not permitted to run loose on the common elements and may be removed from the premises.

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Co-owners are responsible for the collection and disposal of all solid dog waste. Solid dog waste may not be stored on the exterior of the unit. Co-owners with dogs are requested to rotate the areas in which they air their pets. We also recommend that owners carry a bottle of water to pour over lawn areas which their pets urinate to disperse the area to minimize damages to the lawn.

No dog which barks excessively and can be heard on any frequent or continuing basis shall be kept in any unit or on the common elements and may result in fines for continuing violations.

No animals may be kept or bred for commercial purposes.

Wildlife shall not be permitted to suffer death and/or molestation by any co-owner and/or their pets, nor shall they be encouraged onto the common elements by feeding or housing.

## **Exterior Planting**

Residents may plant annual flowers in the beds by their units. Flowers may be planted in the spring and must be removed in the fall. Potted plants may also be placed on patios and in beds, as long as they do not interfere with association plantings. Co-owners and residents plantings perennials, trees, shrubs or other long term plantings in beds and not in pots must obtain written approval from the Association. Written approval can only be requested by unit owners and written approval is only given to unit owners. If you decide to plant perennials, the Association will not be responsible for them.

## **Pool and Clubhouse use**

The pool is for use by all Pointe at Island Lake residents and owners. Pool use is at your own risk. Children are not allowed to use the pool unattended and all the pool rules must be followed. Patrons may be asked to leave the pool at any time.

The clubhouse can be rented for use by homeowners and residents for \$50. The cost is to defer the expenses in maintaining the clubhouse and to reserve for future clubhouse updates and improvements. There is a \$100 refundable deposit after inspection. The pool cannot be rented and is available during pool hours to all residents. Non-residents may rent the clubhouse for \$100 per use along with the deposit.

The clubhouse must be cleaned by the party renting the clubhouse. The specific guidelines and rules are available from the Association's management agent.

Clubhouse users must remove all trash after their event, putting out the trash with their regular trash disposal

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Homeowners must be current with their association fees to use the pool or rent the clubhouse or for their tenants to utilize the common facilities.

## **Holiday Decorations**

Holiday Decorations are allowed in Limited Common Element areas only. Use of clips is required for holiday lights so as not to cause structural damage. One Holiday or seasonal wreath may be affixed to entry doors. Co-owners are responsible for any damages. Christmas decorations are allowed Thanksgiving Day until January 7<sup>th</sup> and other holiday decorations may be placed a week prior to the holiday but must be removed a week after the holiday.

## **Insurance Coverage**

Each co-owner and resident is obligated and responsible for obtaining insurance coverage for personal property located within a unit or elsewhere in the condominium, for personal liability for occurrences within a unit or upon limited common elements appurtenant to a unit and also for alternative living expenses in the event of fire or other perils that make the unit uninhabitable. The Association shall have absolutely no responsibility for obtaining such coverage. Any claims arising within or upon a condominium unit must be submitted to the insurance company of the individual co-owner prior to submission to the Association's Coverage by the Association's insurance policy. We encourage renters to obtain renter's insurance.

The Association documents require that the co-owner's policy of insurance name the Association and management agent as additional insured under their liability coverage.

Please discuss your insurance needs with your landlord and your insurance agent.

## **Vehicles and Parking**

Primary parking for homeowners is in the unit garage and the unit driveway. Using the garage for storage instead of parking is prohibited.

Because we have plenty of parking spaces, there is no parking on the street.

Cars parked in fire lanes will be towed without notice. Fire lanes include the outer perimeters of Lakeside Drive and East Island Drive and any other place there is a fire hydrant.

All parked cars must be in drivable condition and have a valid license. Those with invalid licenses or deemed inoperable can be removed without notice.

If you need to park a car for 10 days or greater, contact our management agent for association written approval.

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Residents with RV's or campers need to have Association approval to park in the complex longer than 72 hours for themselves or their guests.

Commercial vehicles, recreational vehicles, boats, trailers, personal water craft, snowmobiles, snowmobile trailers all terrain vehicles and other similar vehicles except for vehicles used for general personal transportation purposes may not be parked or stored on the common elements (driveway or open parking) and will be towed immediately without notice. These vehicles may be stored in the unit owner's garage, with the door closed.

Vehicle owners will be responsible for all towing and storage charges.

## **Grills**

The only type of fuel allowed for grilling is propane or electricity. The Association bylaws expressly forbid using charcoal or wood for your grill or fire pit. This is in line with Ypsilanti Township's ordinance against any type of fire or charcoal grill near multi-family housing.

## **Trash rules and disposal of trash**

Trash containers should have a locking lid. If you do not have a locking lid or do not use garbage cans, the Association requires that the homeowner use the 30 gallon, heavy duty Glad Force Flex or Hefty Ultra Flex drawstring trash bags.

Disposable diapers, pet waste and food items must be double bagged.

Empty trash containers must be returned to your garage no later than the morning after trash pickup day.

## **Association Fee Collection**

When a Co-owner has not paid their Association fees, the Association may give written notice of what is owed to the tenant occupying the Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due their landlord, paying the Association the amounts owed and in some cases, any future assessments as they fall due. The deductions shall 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, then the Association may either request the tenant to quit the premises for non-payment or may start eviction proceedings at the expense of the Unit owner(landlord).

## **Rule Enforcement and Violation Procedures**

Article XX Assessment of Fines, Sections 2 and 3 of the association's bylaws provide for a process of addressing the violation of association rules, standards and regulations as shown in the association master deed, bylaws, the Michigan Condominium Act and the association rules and regulations. The process for dealing with violations is as follows:

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- Notice – Written notice of the alleged violation must be delivered either personally or mailed by regular, first-class mail unless otherwise defined by the documents. The association or its' agent are not obligated to make personal phone calls in regards to violation issues. The notice shall contain the provision violated with a description of the alleged offense.
- Opportunity to Defend – The alleged offending co-owner shall have an opportunity to have a hearing before the board or other applicable body charged so by the board or to submit a written response to the notice of violation and offer evidence in defense of the alleged violation. The appearance before the board shall be at its next scheduled meeting or at a special meeting called for such purpose, but in no event shall the co-owner be required to appear less than 10 days from the date of the notice.
- Default – Failure to respond to the notice of violation shall constitute a default and the board or acting body may make a determination as it sees fit, including fines as outlined by the association bylaws.
- Hearing and Decision – Upon appearance by the co-owner before the board and presentation of evidence of defense, or in the event of the co-owner's default, the board shall by majority vote of a quorum of the board, determine if a violation has occurred or not. The board's decision is final.
- Assessment of fines – If the homeowner is found in violation and the violation continues, the association may assess fines according to the following schedule as listed in the association bylaws:
  - First violation – No fine.
  - Second violation – A seventy-five (\$75) dollar fine.
  - Third violation – A One Hundred Dollar (\$100) fine.
  - Fourth violation and subsequent violations – One hundred and fifty (\$150.00) dollar fine.
- Violations for rental units are handled per the condominium documents. The documents state that the unit owner be notified by certified mail and that the unit owner has 15 days to either report that there is no violation or to correct the issue. The Association may, if it determines that the issue cannot be resolved or in the interest of the Association, evict the tenant at the cost of the unit owner.

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- Collection – Late fees and Fines levied shall be assessed against the co-owner and shall be due payable together with the next regular condominium assessment falling due. Failure to pay the fine shall subject the co-owner to all liabilities set forth in the condominium documents. Payments on accounts that are in default are applied as stated in Article II, Section 3 of the Association By-Laws “first, to costs of collection and enforcement of payment, including reasonable attorneys’ fees; second, to any interest charges and fines for lat payment on such installments; and third, to installments in default order of their due dates.”

The Board of Directors from time to time may make and implement reasonable rules for the association. The rules are intended to improve the quality of life and assist residents and homeowners in community living.

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## **The Pointe at Island Lake Condominium Association**

### *Satellite Dish Guidelines*

These guidelines apply to all satellite dish installations at the Pointe at Island Lake Condominium Association (hereinafter referred to as “the Association”).

A written modification request shall be submitted by the owner, their agent or a tenant with the unit owner’s signed permission to the Association using the Association Modification Request-Agreement Form must be submitted to the Board of Directors via the Association’s management agent. The Association will provide a response to the form no later than 30 days upon receipt of the submission with a determination and if denied, the reason for denial. The information required, but not limited to, includes the following:

- The form will have a drawing/sketch or map showing the exact location of the dish. The plan will show the dish, including size and dimension, method of attachment or mounting as well as the name, number and contact information for the installer.
- All requests will be reviewed by the Board of Directors or a committee assigned to review by the Board of Directors.
- Dish installs will not be allowed to penetrate the roof or vinyl siding. Dishes that do so will be removed at the homeowner’s expense and restoration billed to the homeowner.
- The cable(s) leading to the inside of the unit from the dish shall be internal to the building and not run externally on the side of the building. Cables shall not go through window frames.
- Dish poles or mounts will not be allowed in general common elements without approval.
- All external locations shall be properly grounded as determined by the installer.
- The homeowner is responsible for any damages during or after installation and all repairs shall be made promptly. If the owner does not make repairs, the Association, upon due notice, can elect to make the repairs and bill the homeowner.
- Per the Modification Request-Agreement Form, removal and reinstallation of the dish for maintenance is the cost and responsibility of the homeowner.
- Any additional insurance necessary for the dish is to be purchased by the homeowner.
- The homeowner is responsible for any additional damages caused by the dish.
- The Association will make every reasonable effort to assist the homeowner in placing a dish for signal strength.
- The homeowner may be required to plant landscaping to obscure or disguise the dish as needed.

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## **Association Maintenance**

Maintenance responsibilities are determined by the Association's Master Deed and the bylaws. The Association is made up of Common Elements, made up of General Common Elements and Limited Common Elements.

General Common Elements are those that are typically for the use and enjoyment of all members (and tenants) and are a collective responsibility for maintenance. Such items include the roads, roofs, siding, ponds, sidewalks, landscaping and other similar items.

Limited Common Elements have varying degrees of responsibility. They are typically for the sole use and enjoyment of the unit they are assigned, but the responsibilities for maintenance, repair and replacement can vary depending on the item and the documents are written. For example, driveways and porches are limited common elements for the units. However, the association is responsible for maintenance, repair and replacement. Windows and doors are also limited common elements, but the homeowner is responsible for maintenance, repair and replacement.

A good rule of thumb is that exterior maintenance is an association responsibility and interior maintenance is a homeowner responsibility. Any determination on responsibility is made by the Board of Directors in reference with the Association documents and may include the advice of professionals.

The Association has developed a Maintenance Matrix (next page) from the Association documents for ease of use in determining responsibility. The Association documents are the final source of determining responsibility and the board is the final arbiter in making any determinations on claims and responsibility. Tenants are provided this matrix so that if a maintenance need arises, they know which party to contact for maintenance. The Board of Directors will make any final decision on responsibility. Tenants are encouraged to report maintenance needs on the common elements to the Association via the Association's management agent.

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## Association Responsibility Matrix

	Association			Co-owner			
	Repair	Replace	Maintain	Repair	Replace	Maintain	
General Common Elements							Notes
<b>Land</b>							
roads	X	X	X				
parking areas	X	X	X				
sidewalks	X	X	X				
landscaped areas	X	X	X				
wetland areas	X	X	X				
woodland areas	X	X	X				
<b>Electrical</b>							
wiring	X	X	X				up to point of connection with outlets
meters	X	X	X				
fixtures				X	X	X	
plugs				X	X	X	
switches				X	X	X	
outlets				X	X	X	
exterior outlets				X	X	X	
Circuit Breakers				X	X	X	
<b>Gas</b>							
transmission lines	X	X	X				up to point of connection w/ fixtures
<b>Water</b>							
distribution system	X	X	X				up to point of entry or connection
fixtures				X	X	X	
meters	X	X	X				
Common sprinkling system	X	X	X				
Fire Suppression System	X	X	X				
Common Sprinkling controls	X	X	X				
Fire Hydrants and equip.	X	X	X				
<b>Sanitary sewer</b>							
Sanitary Sewer System	X	X	X				Up to point of entry or connection
fixtures				X	X	X	
<b>Plumbing</b>							
Plumbing Network	X	X	X				Up to the point of connection Includes shut-off valves, rings, washers
Fixtures				X	X	X	
<b>Telecommunications</b>							
cable	X	X	X				Up to the point of connection
telephone	X	X	X				Up to the point of connection
Other	X	X	X				Up to the point of connection
<b>Construction</b>							
Exterior Walls	X	X	X				
Roofs	X	X	X				
Furnace Chimneys	X	X	X				
Foundations/support columns	X	X	X				

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perimeter walls	X	X	X						not including windows or door walls
<b>Site Lighting</b>									
Wiring	X	X	X						
Fixtures	X	X	X						
Posts	X	X	X						
Meters	X	X	X						
Utility and Drainage Easements	X	X	X						
	Association			Co-owner					
	Repair	Replace	Maintain	Repair	Replace	Maintain			
General Common Elements							Notes		
<b>Recreational Facilities</b>									
Clubhouse	X	X	X						
Swimming Pool	X	X	X						
Irrigation System	X	X	X						
Mail Boxes and stands	X	X	X						
	Association			Co-owner					
	Repair	Replace	Maintain	Repair	Replace	Maintain			
Limited Common Elements							Notes		
Porches				X	X	X			
Patios				X	X	X			
Balconies				X	X	X			
Entry Decks/Entry Porches	X	X	X						
<b>Garages</b>									
Doors	X	X	X						
Exteriors	X	X	X						
Roofs	X	X	X						
Garage Door Openers				X	X	X			
Interior Areas				X	X	X			
Garage Concrete Floor				X	X	X			
Storage Areas	X	X	X						
Mechanical Rooms	X	X	X						
Exterior stairways	X	X	X						
Fireplace combustion chamber				X	X	X			
Driveways	X	X	X						
Heating, ventilation and air conditioning				X	X	X			Duct work is homeowner responsibility
A/C compressor				X	X	X			Concrete pad assoc. resp.
<b>Entry doors</b>									
Exterior	X	X	X						
Interior				X	X	X			Approved screen doors are co-owner
Appliances				X	X	X			
Windows				X	X	X			
Door walls				X	X	X			Including tracks
Screens				X	X	X			Including related hardware

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## **Final Items**

It is recommended to keep the management company information with your rental handbook with your other rental documentation.

The handbook is not intended to take the place of the Association By-Laws, which are legal and binding documents filed with the County. They are a contract between the unit owner and the Association, which they are a member of. The Association is not some “other” intended to make your life more difficult, in fact, the purpose of the Association is for shared living under certain agreements and standards as outlined in the Association documents. As a tenant and per the lease addendum, you have agreed to live by the Association standards, rules and regulations.

If you have any questions, we recommend that you discuss them with a qualified attorney. You may also bring your questions to the management agent and the board of directors, though the board is charged with representing the organization and must look toward the interest of the group over the individual. It is recommended that you seek professional advice from an advocate that you hire to obtain opinions and advice for your personal needs. We want non-owner residents to be and to feel like a part of the community.

Our goal is to enhance your living experience as well as maintaining and increasing the home value for your landlord to the best of the Association’s ability. We hope that you find this handbook helpful and conducive in making our association a great place to live.