

# CORTLAND FARMS CONDOMINIUM ASSOCIATION

## RULES, REGULATIONS AND POLICIES, REVISED AND APPROVED BY THE BOARD OF DIRECTORS FOR ISSUE November 2022

**Place with your copy of the By-laws and discard previous copies of the Rules and Regulations.  
This document is also available on the website: [cortlandfarmsbc.com](http://cortlandfarmsbc.com)**

The Board of Directors' authority to make Rules and Regulations is described in LIBER 1432 Page 595 Section 3.12(x) of the By-laws. It defines this as the power and duty to "make rules and regulations consistent with the provisions of the By-laws and other condominium documents, governing the use and possession of the condominium units and common elements, as deemed appropriate for the benefit of the co-owners."

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**Cortland Farms Condominium Association Board of Directors**

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Treasurer, Linda Parent \_\_\_\_\_

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**REGULATION 1: CONTRACTOR LICENSING, WORKERS' COMPENSATION, AND LIABILITY INSURANCE**

Before any work is done on a unit, a copy of the contractor's license and liability and workers' compensation policy must be presented to the Board with the completed and approved Co-owner Funded Approval Form. Additionally, if a building permit is required for construction, this will be the co-owner's cost responsibility, and a copy of the original permit and a copy of the final signed off permit must be presented to the Board showing proof that the work has been completed and conforms to the local and state building codes. These documents will be required by the Condominium Association's insurance carrier showing proof of construction which complies with all applicable Building Codes.

**REGULATION 2: NEGLIGENT DAMAGE AND REPAIR OF UNIT DAMAGE**

- 1) The Director with maintenance responsibilities or the Association President must be informed in writing with 48 hours of any casualty damage to either the interior or the exterior of the unit.
- 2) In all instances, damage caused by the negligence of the co-owner and/or family members, guests, invitees, or licensees shall be the responsibility of the co-owner. This includes, but is not limited to:
  - a. Damage to any aspect of the exterior of the unit, such as doors, windows, trim, siding, and structural integrity.
  - b. Damage caused to trees, shrubs, lawn or other parts of the landscaping or grounds.
  - c. Damage caused to underground utilities (irrigation/sprinkler system, electric/telephone/cable lines, etc.)
  - d. Any part of the interior of a unit for which the Association has insurance responsibility for casualty damage.
- 3) The Association has the legal right to enforce payments of amounts for which unit owners are in default due to repair costs by placing a lien on the unit.

**REGULATION 3: ALTERATIONS TO THE OUTSIDE BY CO-OWNER(S)**

- 1) No alterations can be made to the unit exterior and common elements without written approval of the Board of Directors. This includes decks, shrubs, trees, mulch beds, and grounds. Exceptions to this are planting flowers and putting out holiday decorations. Co-owner projects for which the co-owner accepts financial responsibility must meet the requirements of this regulation before work can begin. If a co-owner doesn't meet these requirements, the alteration may be removed at co-owner's expense.

- 2) The Association Board will survey surrounding neighbors who will view the alteration for their opinions. The Board will take neighbors' opinions into consideration and make the final decision on its approval.
- 3) Alterations must have written Board approval. This requires a written request describing the work. If there is construction, a drawing and the contractor's name are also required. Contractors are required to be licensed, insured, and their work must meet all local and state building codes. See Regulation #1.
- 4) Projects for which the co-owner assumes cost responsibility require the completion and submission of the Co-owner Financed Project Form with approval agreed to and signed by the co-owner prior to start of the project.
- 5) The co-owner shall be responsible for any future maintenance or repair resulting from this alteration. Future co-owners must be informed of their responsibility for the cost of repair or maintenance resulting from this alteration.

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**REGULATION 4: ALTERATIONS TO THE INSIDE BY CO-OWNER(S)**

By-laws, LIBER 1432 PAGE 609 Section 7.1(viii)

- 1) No structural modifications to a unit can be made without approval of the Board of Directors. This includes alterations to interior walls with inside utility easements or structural support components. The condition of approval must meet all requirements of Regulation #3.

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**REGULATION 5: MULCH**

- 1) The Association shall undertake a regular re-mulching program, completing applications according to an established process. If a co-owner elects to apply their own mulch, only Association approved mulch is allowed within the mulched areas. If the co-owners do not meet the Association requirements, the Association will add whatever additional mulch is deemed necessary and the co-owner will be responsible for the cost as determined in the mulching program.
- 2) Other ground cover that is applied by a co-owner can be removed and replaced with the approved mulch at the co-owner's expense.
- 3) Co-owners are required to pay a portion of the cost of mulch when purchased by the Association.

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**REGULATION 6: SNOW REMOVAL PREPARATION**

Co-owners must remove all flowerpots or other items from their front entrance sidewalk and driveway by November 1 of each year.

### **REGULATION 7: DOWNSPOUTS AND EXTENSIONS**

Downspouts and their extensions are the responsibility of the Association and cannot be modified by co-owners. Any problem with them must be reported to the Director responsible for maintenance.

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### **REGULATION 8: CABLE SERVICE AND SATELLITE DISHES**

- 1) Contracted cable service fees cannot be waived. Service is contracted by the Association which requires billing based on all units.
- 2) Co-owners must obtain written approval of the Board of Directors prior to installation of satellite dishes and meet all conditions listed in Regulation #3. The Board of Directors must approve the location of the dish.
- 3) Co-owners are responsible for all costs associated with this project and any future cost or maintenance resulting from the installation. Co-owners are responsible for removing the dish upon termination of their contract or upon sale of the unit and are responsible for the cost of repair of any damage resulting from the removal of the dish.
- 4) If future co-owners elect to retain the satellite dish service, they are responsible for the cost of repair, maintenance, or removal of the dish.

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### **REGULATION 9: ASSOCIATION FEES AND SPECIAL ASSESSMENT**

By-laws, LIBER 1432 Page 600 (vi)

- 1) Cortland Farms uses an automatic payment process for monthly Association fees, which is overseen by the Association's accounting firm. All persons purchasing in Cortland Farms after November 13, 2019, will be required to use this system of paying their monthly Association fees.
- 2) If any co-owners elect not to participate in the automatic payment process, they must remit their payments to the Association's Treasurer by the first day of each month.
- 3) If co-owners have not made their payment by the tenth day of the month, they will be charged a 10% late fee for that month and for each month that the payment has not been received.
- 4) The Association can, upon determination of the Board of Directors, enforce collection of delinquent payments (including late payment charges) by a suit for monetary judgement or by lien foreclosure, which secures payment of the assessments.
- 5) Payment of any Special Assessments are due to the Association's Treasurer no later than the date specified in the special assessment notification. If the Special Assessment has not been paid by ten days after the specified date, the co-owner will be charged a 10% late fee.

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**REGULATION 10: SALE OF UNIT**

By-laws, LIBER 1432 PAGE 609 Section 7.1(v).

Co-owners or their representatives selling a condo are required to notify the Board of Directors by completing the Home for Sale form in order to comply with the By-laws.

- 1) At the time the unit is placed for sale, the Association will inspect the exterior of the unit for damage. At that time, the Association will repair all exterior damage for which it is responsible. In accordance with Regulation #2, owners will be charged for the repair of any damage they have caused.
- 2) The Association will also determine at that time if there are any exterior elements that the owner is responsible for maintaining or replacing. Co-owners must inform prospective co-owners and realtors of such elements before the sale can take place.
- 3) For Sale signs must be of a professional grade and must be placed only in the front mulch bed.
- 4) If an open house is held, a standard Open House sign may be placed as needed on the day of the open house. Open House signs and directional signs must be removed after the open house.
- 5) Mailbox keys and all documents must be left at the condo for the new owner.
- 6) Departing co-owners who are enrolled in the automatic payment of monthly fees must complete an Electronic Payment Cancellation form. Fee payments must continue until closing.
- 7) Owners must return cable boxes or contact Spectrum for other options.

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**REGULATION 11: FLAGPOLES**

- 1) No new ground flagpoles are permitted. Only U.S. or State of Michigan flags may be flown on ground mounted poles.
- 2) Flagpole mounting brackets must be installed on trim and not on vinyl siding.
- 3) The co-owner will be responsible for any damage caused by the pole and its brackets.
- 4) Unit flags may not exceed a size of 3'x5' and may not be political in nature.

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**REGULATION 12: CO-OWNER INSTALLATION OF EXTERIOR LIGHTING****General**

- 1) Co-owners must obtain written approval of the Board of Directors and meet all conditions listed in Regulation #3.

- 2) Lights must be located on the side or rear of the unit and cannot be a disturbance to residents of adjacent units. Lights that are a disturbance to residents of adjacent units will be removed.
- 3) Garage Side Lights can only be installed on both units of a duplex or on all units of a quad. All co-owners of the duplex or quad must agree to install garage side lights.
- 4) The Association shall approve the selection and installation of such fixtures. The Association will be responsible for the maintenance of these fixtures after installation.
- 5) Lights must not exceed the brightness of 60-watt equivalent bulbs.
- 6) Exterior motion activated lights of any kind are not allowed on the front of units. Installation elsewhere must have written approval of the Board of Directors and cannot be a disturbance to neighbors.

#### **Landscape Lighting**

- 1) Co-owners must obtain written approval of the Board of Directors prior to installation. A drawing is required that shows the lay out of the lighting.
- 2) The installation must meet all conditions of Regulation #3.
- 3) Fixtures must be installed in mulch beds 12" from sidewalks or mulch boundaries.
- 4) Maintenance of landscape lighting is the responsibility of the co-owner.

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#### **REGULATION 13: PARKING**

By-laws, LIBER 1432 PAGE 608 (iv)

- 1) Co-owners and residents must park in their driveways, garages, or in spaces assigned to them.
- 2) Visitor parking areas are only for the parking of guests. Co-owners and residents may only use them on a temporary basis, not to exceed 24 hours.
- 3) Co-owners and residents are responsible for having their guests park in the driveway or in a visitor parking area and not on the lawn. Co-owners are responsible for the cost of repair of any damage that they, guests, or residents cause including damage to the lawn and sprinkler system.
- 4) Parking is only allowed on one side of a street when no other available parking space is available. It is allowed for only three hours.
- 5) No unsightly or inoperable motor vehicle, mobile home, house trailer, recreational vehicle, all terrain vehicle, camping trailer, boat trailer, boat, motorcycle, snowmobile trailer, snowmobile, or truck, shall be parked within the condominium premises, except on a temporary basis, not to exceed 24 hours.

- 6) Co-owners who become temporary residents in another location for part of the year, may not leave a vehicle in their driveways for the duration of their absence.
- 7) The Association or their vendors are not responsible for any damage caused to vehicles left in driveways during normal maintenance procedures.

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**REGULATION 14: SOLAR TUBULAR SKYLIGHTS**

- 1) Co-owners must obtain written approval of the Board of Directors prior to installation of any solar tubular skylights and meet all conditions listed in Regulation #3.
- 2) The co-owner will be responsible for any structural damage that occurs as a result of this installation.

Co-owners are responsible for all costs associated with this project, and any future cost or maintenance resulting from the installation. Future co-owners must be informed of their responsibility for the cost of repair or maintenance of this addition.

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**REGULATION 15: EMERGENCY ENTRANCE OF UNITS**

By-laws, LIBER 1432 Page 611, Section 8.2

- 1) In the event of an emergency within a unit, the Association may enter the building without prior notice to the co-owner.
- 2) Co-owners must provide the Association with keys for entrance door locks that have been changed. (The Association has master keys to the original entrance locks.)
- 3) In the event of an emergency entrance to a unit with a changed entrance lock for which the Association has not been provided with a duplicate key, the co-owner will be responsible for the cost of repair of any damages incurred in the entry.
- 4) Storm doors must not be locked when residents are away from the unit (unless the Association has been provided with a key). In the event of an emergency entrance to a unit with a locked storm door, the co-owner will be responsible for the cost of repair of any damages incurred in the entry.

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**REGULATION 16: PETS**

By-laws, LIBER 1494 PAGE 547, Section 7.1(iii)

- 1) Co-owners or residents are allowed to have one small outdoor pet, not exceeding 18" in height, provided that the pet is not dangerous and does not create a nuisance. (An outdoor pet is one that goes outside for exercise and to deposit its waste.)

- 2) If complaints are received about a pet exhibiting aggressive or violent behavior, the board will investigate and determine action up to and including removal of the pet at the co-owner's expense.
- 3) When outside, pets must be leashed and attended to by a responsible person. Leashes are limited to a length of 10 feet when fully extended.
- 4) Pets are not to be left unattended, leashed to any structure (e.g. decking) or other stationary object (e.g. vehicles, trees).
- 5) Co-owners or residents are responsible for the immediate cleanup of any bodily waste deposited by the pet.
- 6) Cats must not be allowed to run outside unattended.
- 7) Co-owners are responsible for the compliance of their guests and visitors with this regulation.
- 8) Temporary housing of pets is limited to 30 days.
- 9) The Board of Directors may levy an assessment against a co-owner who is in violation of this Regulation (Section 7.1 (iii) of the By-laws). They may also direct the removal of that pet from the premises without reimbursement to its co-owner.

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**REGULATION 17: REPLACEMENT OF EXTERIOR DOORS**

- 1) When replacement of an exterior door is required, the Association will replace the door with a standard type, equivalent to the quality installed initially within the complex. (Co-owners will be responsible for negligent damage as described in Regulation #2.) The co-owner may elect at this time to have a higher quality door installed. The co-owner will be responsible for any costs incurred over those of the standard door installation.
- 2) Only the Association, under the direction of the maintenance director, may install exterior doors. This includes storm doors, entry doors, side lights, and garage doors. The Association is responsible for all work associated with the installation, including exterior painting.
- 3) Only the Association, under the direction of the maintenance director, determines the types of doors available for installation. Co-owners will be allowed to choose from different styles when available.
- 4) The color of entry doors and style of storm doors should complement the color of the unit and that of the multiple unit. Completion and approval of the Co-owner Financed Project Form is required prior to making the change.

- 5) If a co-owner desires to replace an entry door that is in good operating condition, they must request written permission from the Board to do so. The requesting co-owner will be responsible for all cost of this replacement.
- 6) Co-owners requesting to replace doors in good operating condition or to upgrade new doors being installed will receive a quote of the costs for their requests from the Association prior to installation. Co-owners must indicate in writing their agreement to pay additional costs incurred by their requests.
- 7) When either the exterior door or the storm door is replaced with an up-graded door, the co-owner and all future co-owners of this unit will be responsible for any and all maintenance issues that may arise.

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**REGULATION 18: REPLACEMENT OF TREES AND SHRUBS (revised 3/14/24)**

- 1) Co-owners must request written approval from the Board of Directors to remove and replace healthy trees/shrubs or to plant additional trees/shrubs around their unit. Co-owners will be responsible for all costs related to this work. It must meet the conditions of Regulation #3.
- 2) The Association will not remove or replace healthy trees and shrubs if they are not causing problems to the structures. It will not replace trees and shrubs that are removed because of overcrowding in the mulch area or because they are too close to a unit or its attachments.
- 3) If the Association replaces trees and shrubs, it will be in a size that allows room to grow into the space. The co-owner may elect to have a more expensive tree/shrub planted and will be responsible for the additional cost.
- 4) The Association's contractor or one authorized by the Board of Directors can replace, remove, or plant trees and shrubs. Co-owners may request to complete the work themselves; however Board approval for any/all alterations must be approved.
- 5) Owners making landscaping changes will be responsible for contacting Miss Dig prior to any/all work to avoid interfering with underground services.
- 6) Co-owners will be responsible for the Association's cost to correct any unauthorized landscaping work.

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**REGULATION 19: WINDOW AND DOOR SCREENS**

- 1) Maintenance and replacement of window and door screens are the responsibility of the co-owner.

- 2) Replacement screens must be with the same material and color, if available, as the original ones.

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**REGULATION 20: SUMP PUMPS AND SUMP WATER BACK-UP**

- 1) When insurance coverage for sump water back-up is not available to the Association or if its cost is deemed prohibitive by the Board of Directors, it is the responsibility of the co-owner to obtain this coverage. In this case co-owners are responsible for the cost of cleanup and repair of sump back-up damage to a unit.
- 2) Co-owners are responsible for the maintenance and replacement of sump pumps.
- 3) The discharge of water from water powered backup sump pumps into mulch bed or lawn area must be approved by the Board of Directors.

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**REGULATION 21: CO-OWNER ABSENCE**

- 1) When co-owners are absent from their unit for an extended period, it is recommended that they turn off their water supply valve in the basement. The Association holds no responsibility for damage to a unit during an extended period.
  - a. Casualty damage from the city water (potable) system, when the water valve has not been turned off will be classified as negligent damage. In that case the co-owner will be responsible for the lesser of the Association's insurance deductible or the cost of the repair.
  - b. Co-owners are responsible for turning their water heater control switch to pilot or off when the main water valve is turned off.
  - c. Co-owners are responsible for ensuring that water powered back up sump pumps have bypass lines in order to work when the main water supply is turned off.
- 2) Co-owners or residents must maintain a minimum temperature of 60° F within their unit when absent. Failure to do so will be considered an act of negligence with regard to casualty damage resulting from low temperatures.
- 3) Co-owners absent from their unit are responsible for ensuring that it is inspected on a regular basis. Failure to do so will be considered an act of negligence with regard to casualty damage resulting during a period when no inspection occurs.
- 4) Co-owners absent for an extended period of time are asked to fill out an Extended Absence Form found on the website.

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**REGULATION 22: DEHUMIDIFICATION AND VENTILATION OF BASEMENTS**

- 1) It is the responsibility of co-owners to adequately dehumidify their basements and to ventilate their crawl spaces.

- 2) The Association will not be responsible for any damage or condition that occurs from inadequate dehumidification or air circulation in basements.

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**REGULATION 23: TRELLISES**

- 1) Co-owners must obtain written approval of the Board of Directors prior to installation and meet all conditions listed in Regulation #3.
- 2) Approval will be given for appearance, mounting, and location of the trellis.
- 3) Trellises cannot be mounted to vinyl siding.
- 4) The color of trellises must blend with the exterior color of the unit.

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**REGULATION 24: CHIMINEAS, PORTABLE FIREPITS, OUTSIDE FIRE, AND GRILLING**

- 1) The use of Chimineas and wood-burning portable fire pits is not allowed on decks or in any outside area in the Association.
- 2) No fires, including those for recreational purposes, viewing, or the burning of leaves and/or trash, are permitted on Association grounds.
- 3) Charcoal grilling is not allowed on decks within the Association. Electric and/or gas grilling is allowed provided grills are placed 30 inches away from unit siding and deck railing.
- 4) Any damage resulting from the use any of these devices is the responsibility of the co-owner.

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**REGULATION 25: MAINTENANCE REQUESTS**

No Board member may approve a maintenance request for him/herself. Any Board member submitting a maintenance request in the area for which that Board member is responsible must receive Board approval.

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**REGULATION 26: DECKING UPGRADES AND CO-OWNER MAINTENANCE RESPONSIBILITIES**

- 1) Co-owners must obtain written approval of the Board of Directors and meet all conditions listed in Regulation #3. Co-owners are responsible for all costs associated with the construction.
- 2) The Association must be provided with the name of the contractor and decking materials prior to construction. Work must be done by licensed/insured contractors. If a permit is required, the cost of this permit shall be the responsibility of the co-owner. A copy of the original permit and of the final signoff of the permit, after completion of the deck work shall also be presented to the Board.
- 3) The deck support posts next to the unit must be set upon the unit footing.

- 4) If necessary, deck supports must be reinforced to meet all local and state building codes. The deck joists cannot exceed 16 inches on center and must be level. Joist supports cannot exceed 6 feet on center.
- 5) The skirting/sheathing material (under the vinyl siding) must be treated material and extend a minimum of 3-4 inches below the grade to eliminate animal habitat. Existing non-treated skirting/sheathing must be replaced with treated material.
- 6) Vents must be included per Michigan building code.
- 7) Drainage Channels, filled with 1" maximum stone, must be placed in the ground under the deck below the skirting. Channels must be placed in several locations and where needed to drain water from under the deck.
- 8) Decking planks may only be gray, white, or almond with white, almond, gray or treated wood rails.
- 9) Co-owners are responsible for refinishing of painted decks. These decks will be inspected every 3 years by the director in charge of deck staining. Decks that are not maintained will be refinished by the Association at the co-owner's expense.
- 10) The Association is responsible for the maintenance of the deck support system, skirting/sheathing, vinyl siding, and trim.
- 11) If the Association determines a deck needs to be replaced and the co-owner chooses to upgrade to a composite, the co-owner will be responsible for the difference in cost.
- 12) Vinyl and Composite Decks
  - a) Co-owners are responsible for the maintenance, repair, and replacement of any component of the decking and railing. It is the responsibility of the co-owner to inform a new co-owner of this responsibility.
  - b) If the co-owner fails to maintain the deck, the Association will make needed repairs at the expense of the co-owner.
  - c) If replacement of the composite deck/railing is required, and the co-owner fails to comply with the needed replacement, the Association will remove the vinyl/composite decking and replace it with treated lumber, at the expense of the co-owner.
  - d) It is the responsibility of the co-owner to inform new co-owners of their responsibility.

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#### **REGULATION 27: ADDITIONS**

- 1) Co-owners must obtain written approval of the Board of Directors and meet all conditions listed in Regulations #1 and #3. Co-owners are responsible for all costs associated with the construction.

- 2) The Association Board will survey surrounding neighbors who will review the structure for their opinions. The Board will take neighbors opinions into consideration and make the final decision on whether to approve or not approve the addition.
- 3) The Association must be provided with a detailed drawing of the addition and the name of the contractor(s) who will perform the work. The drawing must include an elevation view of the addition.
- 4) Construction must match the existing design of the unit. This includes roof style and material, siding, trim, windows, and exterior doors. All construction must meet local and state building codes.
- 5) Footings must be used for the foundation and set below the frost line at a depth of at least 42". The addition must be constructed over either a basement or a crawl space. The crawl space must be accessible. Outside and inside footing drainage tile is required and must be connected to existing footage drains. Interior walls of crawl spaces must be insulated with 2" moisture resistant Styrofoam. Exterior basement walls must be insulated with 2" moisture resistant Styrofoam that is covered above ground level with flashing.
- 6) Once completed, the Association will be responsible for the maintenance of the exterior of the addition.

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#### **REGULATION 28: SCREEN ROOMS**

- 1) Screen room installation is permitted over existing decks. The installation of a screen room that sits on a cement patio slab is not allowed.
- 2) Co-owners must obtain written approval of the Board of Directors and meet all conditions listed in Regulations #1 and #3. Co-owners are responsible for all costs associated with the construction.
- 3) The Association Board will survey surrounding neighbors who will review the structure for their opinions. The Board will take neighbors opinions into consideration and make the final decision on approval of the addition.
- 4) Construction must match the existing design of the unit. This includes roof style and material, siding, and trim. The appearance must match that of existing screen rooms whose structure has been built into the unit to give a continuation of design.
- 5) The co-owner and future co-owners are responsible for all cost of repair or replacement of the screen room structure, including but not limited to screens, glass, flooring, and entrance door.

- 6) The Association will be responsible for the support structure of the deck, roofing, siding, and trim. If the screen room must be removed to repair the deck, the co-owner will be responsible for the removal and reinstallation of the sunroom.

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**REGULATION 29: GAS GENERATOR INSTALLATION**

- 1) Co-owners must obtain written approval of the Board of Directors and meet all conditions listed in Regulations #1 and #3. Co-owners are responsible for all costs associated with the construction.
- 2) The Association must approve the location of the generator.
- 3) The co-owner must obtain proper permits from Monitor Township.
- 4) The Association Board will survey neighbors who could be affected by the generator's noise for their opinion. The Board will take neighbors opinions into consideration and make the final decision on its approval.
- 5) The generator must be placed on a foundation approved by the Board of Directors.
- 6) The co-owner and future co-owners will be responsible for any damage or liability resulting from the operation of the generator. It is the responsibility of sellers to inform new co-owners of this responsibility.
- 7) After installation, the Association must be provided with a copy of the completed electrical inspections, mechanical inspections, and township permits.

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**REGULATION 30: ESTATE SALES**

Sales are only allowed under controlled conditions with scheduled appointments.

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**REGULATION 31: ENFORCEMENT PROCEDURE FOR UNIT CO-OWNER VIOLATION OF BY-LAWS OR RULES & REGULATIONS**

By-laws, LIBER 2634, Pages 337-338

- 1) The President and the Director responsible for the area of concern or a Board Officer (if there is no area of responsibility) will contact the co-owner of concern, informing the co-owner of the violation, citing the Association document violated, and asking the co-owner to correct or discontinue the violation. The Directors will make an effort to explain the situation and answer questions.
- 2) If the violation is not corrected or discontinued, the Director responsible for the area of concern or the President will compose a written statement describing the violation and citing the condominium governing document violated. The statement will include the action required of

the co-owner to rectify the situation by a specific date. The statement will be signed by the President and the Director in charge of the area of concern or a Board Officer if there is no area of responsibility.

- 3) The statement will be delivered in person by its signers to the unit co-owner in violation. The Directors will make an effort to explain the situation and answer questions.
- 4) If it is not possible to contact the co-owner to deliver the statement after three attempts, the statement will be mailed to the co-owner in a registered letter with a return receipt request.
- 5) If the violation is not corrected or discontinued by the specified date, the co-owner will be sent a registered letter that the Association is taking legal action to correct the situation in accordance with By-Law Section 9 at the co-owner's expense. The letter will be signed by all Board members.
  - a) Unapproved exterior alterations will be removed or corrected in accordance with By-law Section 9. If the co-owner does not pay the Association the cost of removal or correction, the Association will, after legal counsel, enforce payment in accordance with By-law 9 seeking that amount and any legal cost involved.
  - b) The Board will seek legal counsel to discontinue the conduct of a co-owner that is in violation of condominium documents. The co-owner will be responsible for all costs involved in this matter, including but not necessarily limited to all legal and/or court fees, according to By-law Section 9.

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#### **REGULATION 32: ELECTRICAL SYSTEM RESPONSIBILITY**

- 1) The Association is responsible for light fixtures that are attached to the exterior of the building. This includes post lights, deck lighting, and front porch lighting fixtures. The Association is responsible for the light bulbs of post lights and not for those of front porch or deck lighting.
- 2) Co-owners are responsible for the entire electrical system except the fixtures mentioned above.
- 3) All electrical maintenance and installations must be done by licensed and insured electricians.
- 4) Co-owner must have written approval for installation of an outlet for electric vehicles. The approved charging station must be installed within the garage unit.

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#### **REGULATION 33: PLUMBING SYSTEM RESPONSIBILITY**

- 1) The Association is responsible for the operation of the exterior sanitary sewer disposal lines and basement back flow valves. All units must comply with inspection of the back flow valves on an Association established cycle.
  - a. Back flow valves must remain accessible. Any structures impeding access must be removed by the co-owner prior to the inspection.

- b. Any unit which cannot be accessed during the scheduled inspection time, will be required to have the inspection completed by the designated plumbing contractor at the expense of the co-owner.
- 2) Co-owners are responsible for the maintenance and operation of the interior plumbing system and all exterior attachments, including faucets.
- 3) All plumbing maintenance and installations must be performed by licensed and insured contractors.

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**REGULATION 34: GARAGE DOOR RESPONSIBILITIES**

- 1) The Association is responsible for the maintenance and replacement of door panels, hinges, bottom weather stripping and exterior weather stripping, and exterior trim. The Association is also responsible for the painting of the exterior of the door as per the Building Wash and Trim Painting Schedule. If painting is requested or necessary between scheduled times, the co-owner will be responsible for the costs involved with this. The painting must be done professionally with approved paint.
- 2) Co-owners are responsible for the entire interior operating system of the door which includes opener, spring, and tracks.
- 3) Damage caused to doors must be reported to the Association. Co-owners are responsible for negligent damage they, guests, or residents cause to doors according to the conditions of Regulation #3.
- 4) The style and color of a garage door panel of a multiple unit must match that of the other garage doors of the multiple unit.

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**REGULATION 35: EXTERIOR MAINTENANCE**

The Association is responsible for all maintenance on the unit exterior. This includes roofing, trim, siding, windows, and exterior doors. If negligence is detected by the Director in charge of maintenance or the maintenance person hired by the Association, the co-owner could be responsible for all or part of the cost for repair or replacement of the problem area in question.

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**REGULATION 36: TRASH, RECYCLING, AND DEBRIS REMOVAL**

- 1) Co-owners must have all interior remodeling debris removed, either by their contractor or themselves.
- 2) Outside storage of debris is not allowed.

- 3) Trash pickup service is charged to personal property taxes. Waste management requires use of bins.
- 4) Bins must not be stored outside.

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**REGULATION 37: EXTERIOR STORAGE OF MATERIALS**

- 1) The outside storage of all materials, including yard waste, flowerpots, mulch, bricks, garden equipment, trash containers and wood is not allowed. The size and appearance of outside storage containers is subject to Board approval.
- 2) Lawn furniture and grills can only be stored on decks or patios which are next to the unit.
- 3) Garden hoses may be kept outside during the gardening season.

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**REGULATION 38: PEST CONTROL RESPONSIBILITY**

- 1) The Association is responsible for the control of pests including ants, mice, bees, hornets etc. on the common grounds and on the exterior of the units.
- 2) The Association will make every effort possible to prevent the entry of pests into the units.
- 3) Co-owners are responsible for the control of pests, such as ants, mice, and bees within their unit.

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**REGULATION 39: EXTERIOR AWNINGS**

- 1) Co-owners must obtain written approval of the Board of Directors prior to installation and meet all conditions listed in Regulations #1 and #3.
- 2) The installation of awnings is only allowed on the back or side of units over windows or patio doors. Installation is not allowed on the front of units.
- 3) The color of the awning must match or blend with the color of the unit siding and trim.
- 4) Awnings may only be installed on the unit trim.
- 5) Co-owners are responsible for all future maintenance, replacement, and insurance coverage for awnings.

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**REGULATION 40: DOOR TO DOOR SOLICITATION (revised 3/11/2026)**

Door to door solicitation is not allowed, including but not limited to sales, request for donations, etc. Political campaigning is allowed per federal directives. Solicitors must be informed of this policy and signage placed at the entry points.

**REGULATION 41: YARD DECORATIONS**

- 1) The Association and its contractors are not responsible for damage caused to any decoration in mulch beds or in the area surrounding units. Decorations include but are not limited to flowers, ornaments, and landscape lighting. The repair of this damage is the responsibility of the co-owner.
- 2) The addition of rocks to mulch beds must have written approval of the Board of Directors.
- 3) Any decoration that interferes with the work of Association contractors will be removed from its location. Any cost for this removal will be at the expense of the co-owner.
- 4) The board has the right to limit the size and quantity of outdoor decorations. If the Board receives complaints specific to the number or type of yard decorations, the Board will visit the unit and if needed, discuss with the resident.
- 5) Political or commercial signage of any type is strictly prohibited from being displayed anywhere in Cortland Farms.
- 6) Barring extreme weather conditions, Christmas decorations should be removed by January 20<sup>th</sup>.

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**REGULATION 42: POWER WASHING**

- 1) Power washing of the vinyl siding and trim will be done by Association contractors per schedule.
- 2) Co-owners who power wash their decks or siding are responsible for the cost of repair of any damage this causes.

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**REGULATION 43: LEASING**

By-laws, LIBER 2634, Page 336

Leasing of a unit must meet all requirements of By-law Section 7.2, LIBER 2634, Page 336.

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**REGULATION 44: FLOWERS**

- 1) Co-owners are allowed to plant annual and perennial flowers in the mulch beds surrounding their unit, provided that such planting does not interfere with the work of Association contractors.
- 2) The planting of ground cover is not allowed in mulch beds.
- 3) Co-owners are responsible for the upkeep of flowers. Dead foliage must be removed each fall, and the beds must be maintained so their appearance is not unsightly or overcrowded.

- 4) The Association will remove any unkempt, unsightly flowers, or dead foliage in co-owner mulch beds at the expense of the co-owner. Flowers that interfere with the work of Association contractors will also be removed at the expense of the co-owner.
- 5) The Association and its contractors are not responsible for any damage to flowers.

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**REGULATION 45: GOLF CARTS**

Only licensed drivers are permitted to operate golf carts within Cortland Farms.

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**REGULATION 46: WILDLIFE (adopted 3/11/2026)**

Co-owners are prohibited from feeding wildlife including but not limited to Canada geese, ducks, etc. It is recommended to remove any food source that would attract any of the 26 animals on the DNR's nuisance wildlife list found at [www.michigan.gov/dnr/managing-resources/wildlife/nuisance-wildlife](http://www.michigan.gov/dnr/managing-resources/wildlife/nuisance-wildlife) . Decorative bird feeders are allowed.

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**REGULATION 47: SOLAR ENERGY (adopted 3/11/2026)**

1. Installation of a solar energy system must have written board approval. Completion of the Co-Owner Funded Project – Solar Energy must be submitted to the Board with substantiating materials as delineated on the form. Contractors are required to be licensed, insured, and their work must meet all local and state building codes including obtaining permits. (See Regulation #1)
2. Prior to any installation, the co-owner must have the roof support structure inspected to ensure that the current structure will support the additional weight load. If it is determined that additional support is needed, it will be the responsibility of the co-owner to have this remediated prior to any installation. Any and all costs will be the responsibility of the co-owner.
3. Prior to an installation, the co-owner must have the roof cover (shingles) inspected. Any repair needed will be the responsibility of the co-owner.
4. Any future maintenance, repair, and or removal of the solar energy system (including roofing repair/replacement) will be the responsibility of the current and all future co-owners. It is the responsibility of the current co-owner to inform any future co-owners of this responsibility upon sale of the unit.
5. Any damage which results from the installation process, including but not limited to environmental (landscaping) will be the responsibility of the co-owner.
6. The co-owner is responsible for the maintenance and operation of the interior solar energy system.