

# **THE GLENS AT CRYSTAL CREEK CONDOMINIUM ASSOCIATION**

## **Homeowner Handbook**

**Please complete forms beginning on page 23 of this document and return to office.**

# THE GLENS AT CRYSTAL CREEK CONDOMINIUM ASSOCIATION

Office Hours: 9:00 AM - 5:00 PM Weekdays  
Office Location: 26106 Cornell Drive, South Lyon, MI 48178  
Email: paul@elkowhomes.com  
Telephone: 248.891.6220 during business hours. Messages can be left after hours.

## OPERATIONAL PROCEDURES

Association Fees: Your association fee should be mailed with payment statements, which are supplied for each homeowner quarterly.

Account Status: If you have a question about your account, we will be happy to furnish you with a copy of your account ledger upon receipt of your written request. Due to the sensitive nature of this information, we ask that you submit your request in writing to 26106 Cornell Drive, South Lyon, MI 48178, by fax at 248.493.5926, or by email [accounting@elkowhomes.com](mailto:accounting@elkowhomes.com)

Maintenance: All non-emergency requests in regards to common areas must be submitted to [service@elkowhomes.com](mailto:service@elkowhomes.com). Written requests are required, since they provide an accurate description of the problem and a permanent record of your correspondence. Please be certain that the work you are requesting is covered by your Association to avoid unnecessary charges to your Association account. After your request has been received, it will be assigned to a contractor. You will receive an e-mail acknowledging the request and providing you with the name of the contractor assigned, and the contractor's phone number. The contractor's phone number is provided so you may contact them directly if an appointment needs to be arranged, or if the work is not completed in a timely manner. If an appointment is necessary, please allow seven days for the contractor to contact you. Non-emergency work orders should be serviced within two weeks from the date your request arrives at our office.

Owner Information: If you have not submitted an Owner Information Form to our office, or if your information has changed (phone number, work phone, etc.), please notify our office. Emergency contact information becomes critical in the event of a fire, flood, etc. Please be sure this information is on file with our office.

**GLENS AT CRYSTAL CREEK CONDOMINIUM ASSOCIATION  
ARCHITECTURAL CONTROL GUIDELINES MATRIX**

The following matrix displays several types of architectural control modification or alteration requests that may come to the

Association from time to time by homeowners or their representatives. The Matrix may be used as a general guideline for future requests subject to appeal to the Board of Directors. All "Yes" items must still be requested in writing with all appropriate required drawings and exhibits. All approvals must be in compliance with the Restrictions and Architectural Control Policies and Procedures.

ITEM	YES	NO	COMMENTS
Advertising			
Real Estate	X		Written approval from Developer required.
Other	X		Written approval from Developer required.
Antennae	X		See Architectural Policies, "Specifics" for restrictions.
Awning	X		Retractable only, and must match or compliment siding and trim Submission of plans and written approval of Board required.
Balcony	X		
Basketball Backboard			
Attached to home or Garage		X	
Attached to Driveway	X		Must be 30' from road and 5' from side line of unit. See Architectural Policies, "specifics" for restrictions.
Portable or Removable	X		Must be stored in garage when not in use.
Birdbath			
Back Yard		X	
Front Yard		X	
Brick Pavers	X		Walkways which wrap around from a patio or deck to garage permitted.
Deck			
Attached	X		Rear yard only. See Architectural Policies, "specifics" for restrictions.
Detached		X	
Dog Kennels			
Permanent	X		Rear yard only. See Architectural Policies, "Specifics" for restrictions.
Temporary		X	
Fences	X		Rear year only. No chain-link fences allowed. See Architectural Policies, "specifics" for restrictions.
Flagpole	X		Submission of plans and written approval from Developer required. See Architectural Policies, "specifics" for restrictions.
Flowers	X		
Gazebo			
Attached	X		Must be made of same material as deck. See Architectural Policies, "specifics" for restrictions.
Detached		X	

Generators	X		Rear yard only. Must be properly ventilated. See Architectural Policies, "specifics" for restrictions.
Grills	X		Propane, natural gas, electric or charcoal allowed, subject to local ordinances.
Holiday Decorations	X		Allowed 2 weeks prior to the holiday being celebrated and must be removed 2 weeks after the holiday. See Architectural Policies, "Specifics" for restrictions.
Hot Tubs	X		Rear yard only. Must be properly screened from view. See Architectural Policies, "Specifics" for restrictions.
Landscape Plan Alterations	X		Submission of plans and written approval from Developer required. See Architectural Policies, "Specifics" for restrictions.
Patio	X		Rear yard only. No more than 20' beyond the building envelope. See Architectural Policies, "Specifics" for restrictions.
Play Structures Retaining Wall	X	X	Rear yard only. Must be kept in safe and clean condition.
Satellite Dish	X		See Satellite Standard in "Helpful Forms" for restrictions.
Sheds		X	
Skylights	X		
Statues:			
Back Yard	X		Written approval from Developer required.
Front Yard		X	
Storm Doors	X		Full light without ornamentation allowed. Trim color must match trim on dwelling.
Swimming Pools			
In Ground	X		Submission of plans and written approval from Developer required. See Architectural Policies, "Specifics" for restrictions.
Above Ground		X	
Trim Painting	X		Same color as originally installed on unit.

# GLENS AT CRYSTAL CREEK CONDOMINIUM ASSOCIATION

## ARCHITECTURAL CONTROL POLICIES AND PROCEDURES

### POLICIES

To promote the aesthetic harmony and continuing attractiveness of the Glens at Crystal Creek and to facilitate the beneficial operation of the residential areas thereof, the Glens at Crystal Creek Condominium Association Board has adopted the following Architectural Control Policies and Procedures. These policies provide for community appearance standards and coordinated administration of those items related to community appearance throughout the community.

The Board of Directors and/or the Architectural Control Committee is responsible for the approval of alterations and modifications to all Limited Common Elements. The Condominium Bylaws stated in Article VI, Section 3, contain the general requirements. They are:

#### **Section 3. Architectural Control and Dwelling Construction Regulations;**

**Architectural Review Process.** The Developer hereby establishes architectural control regulations, dwelling construction regulations and an architectural review process in order to ensure that THE GLENS AT CRYSTAL CREEK Condominium as harmoniously developed in a manner designed to maximize its aesthetic beauty and cause it to blend with the surrounding area. All dwellings in THE GLENS AT CRYSTAL CREEK Condominium shall conform to the "Architectural Guidelines", Exhibit 8 of the PD Agreement. The architectural control regulations, dwelling construction regulations and architectural review process of this Section 3 are declared to be binding upon the Association, the Owners and all Builders of dwellings, structures and other improvements within the Project. In this Section 3, the term "Developer" shall always be deemed to refer to CRYSTAL CREEK LAND, LLC, a Michigan Limited Liability Company, unless otherwise specified herein or in a written instrument which has been recorded in the Oakland County Records and which expressly assigns the Developer's architectural control rights described in this Section. The authority granted to the Architectural Control Committee in this Section 3 shall be enforceable by the Developer, or by its successor or any such assignee, as applicable, until certificates of occupancy have been issued for one hundred percent (100%) of the Units which may be built in the Project, regardless of whether another party has acquired the status of successor developer pursuant to the Act. The Developer may assign its responsibilities and powers under this Section 3 to the Association; and, thereafter, the Association shall have and may exercise all of the rights of the Developer described in this Section 3. No structure shall be erected, constructed or permitted to remain on any Unit unless the structure has been approved by the Developer in accordance with this Article and also complies with the remaining restrictions and requirements of this Article, unless any non-compliance has been waived pursuant to this Article. Furthermore, any construction or maintenance activities for or on any structure or Unit shall be performed strictly in accordance with the restrictions and requirements of this Article.

## **General**

1. The Board may appoint representatives to an Architectural Control Committee to enforce these policies and review applications for alterations and modifications.
2. Alteration and modification requests will be considered only if submitted in accordance with procedures established by the Glens at Crystal Creek Condominium Association.
3. These requests shall be acted on in writing, within 30 days of receipt.
4. The initial approval granted by the Board or Architectural Control Committee shall constitute only as authority to construct. Any construction so approved shall be in accordance with the approved request, the municipality building code and shall be subject to their permits and final inspections.
5. The Board reserves the right to use any authorities granted to it under the Master Deed and Condominium By-laws as well as any other rights available to enforce these policies and related procedures.
6. Once approved, alterations/modifications made by an Owner and/or contractor shall be done without expense or liability to the Association. Owners shall be responsible for the following but not limited to:
  - a. Damage to sod, landscaping, final building grades, fences, irrigation system, and utilities during construction;
  - b. Damage to neighboring units, both interior and exterior during construction;
  - c. Injury to themselves, members of the public and workmen;
  - d. Damage to their unit or neighboring units caused during or after construction as a result of improper construction or a change in drainage;
  - e. Maintenance of decks, patios or landscaping installed in accordance with Article VI, Section 15 of the Bylaws;
  - f. Removal and/or relocation of any existing structures, landscaping, etc., in connection with said installations;
  - g. The subsequent removal of decks, patios or landscaping, as required to allow access to the association, municipality, or utility companies for the purpose of carrying on necessary repairs or maintenance;
  - h. Removal of construction debris/trash shall be within two days of alterations/modification completion.
7. Alterations/modifications once started shall be completed in a timely manner, without delay.

8. The Association Board or its designated Architectural Control Committee or a property management company shall act as receiving agent for all alteration and modification problems, concerns, applications, correspondence and refunds of deposit.
9. The Association reserves the right to periodically inspect alterations/modification for adequate maintenance and if in the Association's opinion adequate maintenance has not been performed, request the same of Owner. Should Owner fail to comply, the Association reserves the right to arrange for needed maintenance and charge Owner for same plus a 10% service charge for arrangements made.

### **Specifics**

1. **Advertising.** No signs, including "for rent", "for sale", architect, builder, contractor, landscaper, landscape architect or other signs shall be erected or maintained on any Unit without the approval of the Developer. No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs and "Open" signs, without written permission from the Association and, during the Development, Construction and Sales Period, from the Developer.
2. **Air Conditioners.** No external air conditioning unit shall be placed in or attached to a window or wall of any structure. No compressor or other component of an air conditioning system, heat pump, or similar system shall be visible from the road. To the extent reasonably possible external components of an air conditioning system, heat pump or like system shall be located so as to minimize any disruption or negative impact thereof on adjoining Units in the Condominium in terms of noise or view. The Developer shall have conclusive authority to determine whether a system complies with the foregoing requirements.
3. **Awnings.** No awnings may be installed without the prior written consent of the Developer. Retractable awnings are permitted in colors that match or are complimentary to existing siding and trim.
4. **Basketball Hoops.** Basketball hoops or backboards may be permitted with the prior written approval of the Developer and only in the back or side of a dwelling or garage, and then only if appropriately screened by landscaping or otherwise so as not to be visible from the road. No basketball courts may be installed without the prior written consent of the Developer. Basketball hoops shall be on ground-mounted posts located as far from the road adjacent to the Unit as possible and at least 5 feet from the side line of the Unit. No florescent or bright colors are permitted for either the post or backboard. The post shall be painted black and the backboard shall be clear or smoke. Any lighting shall be designed to shield light away from homes on other Units. Basketball hoops shall not be attached to a dwelling. Portable basketball hoops are permitted.
5. **Decks** shall be located in the rear of the dwelling, extend no more than 20 feet beyond the rear of the dwelling and may not extend beyond the side lines of the dwelling; or shall be enclosed on two sides by dwelling structures. Permitted materials for deck and rail structures are cedar and/or treated and/or simulated wood. Any attendant enclosures or gazebos must be of matching material. Any such deck must conform to any and all

applicable Township ordinances.

6. **Dog Kennels.** Dog kennels or runs or other enclosed shelters for permitted animals must be an integral part of the approved dwelling and must be approved by the Developer and the Township relative to the location and design of fencing or other Structures. Any such kennel or run must be kept in a clean and sanitary condition at all times. The location, design and materials of all fences shall be subject to prior approval by the Developer and thereafter by the Architectural Control Committee.
7. **Fences.** No fence, wall or hedge of any kind shall be erected or maintained on any Unit without prior written approval of the Developer. No fence, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections. No chain link fences shall be permitted on any Unit - Notwithstanding the foregoing, a temporary fence, wall or hedge may be erected on a Unit on which a model dwelling is located provided that it is removed once the dwelling ceases to be used as a model dwelling. Where permitted, fences are to be of maintenance free materials and the only colors permitted are black or green.
8. **Flags.** No flag poles may be installed without the prior written consent of the Developer. Decorative flags are prohibited in the front of the Unit and must not be visible from the road if displayed in the rear of the Unit. United States flags and US military flags not exceeding three feet by five feet may be displayed anywhere on the exterior of a dwelling structure. Ground-mounted posts for flag display are permitted after submission of location and with written approval of Board. College flags may be displayed on event day only.
9. **Furniture.** No unsightly condition shall be maintained upon any courtyard, deck, patio or porch and only furniture and equipment consistent with ordinary courtyard, deck, patio or porch use shall be permitted to remain there during seasons when the same are reasonably in use and no furniture or equipment of any kind shall be stored on decks, patios or porches during seasons when the same are not reasonably in use.
10. **Gazebos** are permitted when constructed in conjunction with decks and must be located within the deck perimeter. Attached gazebos not within the deck perimeter are prohibited. Detached gazebos are prohibited. Construction materials and finish must be the same as or similar to materials used for the deck. The maximum height of roof peak is twelve (12) feet as measured from the deck floor. The location of any gazebo must be included in any drawings submitted for approval.
11. **Generators.** Auxiliary power generators must be installed so as to not be visible from the road. Generators shall also be appropriately screened from view by means of landscaping. They shall be located so as to cause minimal disturbance to residents of adjacent Units. The location should provide maximum ventilation and not interfere with ventilation of adjacent Units. Only natural piped in gas or propane is allowed, subject to local ordinances. Generators are to be operated only during utility power outages.
12. **Grills.** No outdoor cooking or barbecues are permitted on the common elements. Propane,



natural gas, electric or charcoal grills allowed on rear decks and patios, subject to the limitations fall applicable ordinances. Propane, electric and charcoal grills allowed on driveway and must be kept in garage when not in use, subject to the limitations of all applicable ordinances.

13. **Holiday Decorations** are allowed and may consist of lights and other decorations appropriate to the holiday being celebrated. Holiday decorations may be installed within two (2) weeks before a holiday and must be removed within two (2) weeks after a holiday. Christmas decorations may be installed at any time on or after Thanksgiving and must be removed within two (2) weeks after New Year's Day.
14. **Hot Tubs.** Subject to any approvals and/or permits which may be required to be obtained from the Township, hot tubs and spas may be installed in rear yard areas but only upon specific written approval of the Developer based upon plans and specifications therefore. Such approval shall not be unreasonably withheld but may be reasonably conditioned upon compliance with adequate screening and other aesthetic requirements. Any Owner intending to construct a hot tub must submit to the Developer a detailed description and proposed layout showing size, location, materials, shape, landscaping, fencing, screening, and the type of construction. The Developer shall have absolute discretion to approve or disapprove any proposal and may attach any conditions which it deems appropriate. Any approved hot tubs must be maintained by the Owners in a safe and clean condition and must also be maintained in appearance consistent with the standards of the Condominium.
15. **Landscaping.** A complete landscape plan must be submitted to the Developer prior to completion of the dwelling. Such plan shall contain sufficient detail to enable the Developer to pass upon its suitability for the Condominium and to determine if the proposed landscaping complies with the requirements set forth below. In addition, each Unit Owner shall be responsible for installation on their Unit of Street Trees in such locations and of such species as are required by THE GLENS AT CRYSTAL CREEK Condominium Landscape Plan. Unit Owners shall also be responsible for any planting in their Units which are required for compliance with the Township approved Elkow Farms Planned Development Replacement Tree Plan. Landscape plans submitted to the Developer for approval shall demonstrate compliance with the Elkow Farms PD Landscape Plan and the Township approved Replacement Tree Plan. Utility boxes, including without limitation, electrical transformer boxes, must be adequately screened by landscaping.
  - a. No Owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements unless approved by the Association in writing, or as may be provided in rules and regulations governing same as may be promulgated by the Board of Directors from time to time, subject to the written approval of the Developer as required in the Bylaws. All landscaping must be completed as soon as possible but, in any event, within one hundred twenty (120) days after initial occupancy of the dwelling or, in the case of speculative or unsold homes, within one hundred eighty (180) days after the exterior of the dwelling has been substantially completed.

16. **Lawn Installation.** Each owner/occupant shall install or cause to have installed sod covering all exposed earth within 120 days after initial occupancy of the dwelling or, in the case of speculative or unsold homes, within 180 days after the exterior of the dwelling has been substantially completed. If occupancy occurs between October 1st in any year and April 15<sup>th</sup> of the next succeeding year, the obligations as set forth shall be completed no later than May 15<sup>th</sup> of the succeeding year.
17. **Mailboxes.** The Developer shall select and approve standard mailboxes for use throughout the Condominium. Any and all replacement mailboxes must substantially conform to the originally approved mailbox.
18. **Patios** are allowed in rear yards, extend no more than 20 feet beyond the rear of the dwelling and may not extend beyond the side lines of the dwelling; or shall be enclosed on two sides by dwelling structures and may be laid with brick pavers, concrete or other suitable material or as installed by Developer. Matching walkways that wrap around to a garage entry are permissible. Patios are to be installed at grade level unless an alternate level is needed for handicap accessibility. Any such patio must conform to any and all applicable Township ordinances.
19. **Patio Enclosures** are permitted. The Architectural Control Committee must approve plans prior to construction and color and material must match the construction of the home. An Alt/Mod submittal must include a site plan and location of adjacent units and homes.
20. **Play structures** and swing sets are allowed in the rear of a dwelling. The play structure or swing set must be surrounded by grass, mulch or equivalent. Play structure or swing set must be constructed of cedar/treated/simulated wood, rust-free metal or durable plastic materials. All materials must be kept well maintained. **Statues.** No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any Unit or appurtenant Limited Common Elements without the prior written permission of the Developer or, after the Development and Sales Period, the Association.
21. **Statues.** No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any Unit or appurtenant limited Common Elements without the prior written permission of the Developer or, after the Development and Sales Period, the association.
22. **Storm Doors.** Full-light without ornamentation is permitted. Trim color must match trim on building.
23. **Swimming Pools.** Subject to any approvals and/or permits which may be required to be obtained from the Township, in-ground swimming pools may be installed in rear yard areas but only upon specific written approval of the Developer based upon plans and specifications therefore. Such approval shall not be unreasonably withheld but may be reasonably conditioned upon compliance with adequate screening and other aesthetic requirements. Above ground swimming pools are prohibited. The size, configuration, location and exterior appearance of any swimming pool shall be subject to the Developer's prior written approval, and shall conform to all local ordinances. In-ground swimming pools shall not exceed more than 1 foot above ground level. All swimming pool areas shall

be landscaped to minimize any visual impact upon adjacent residences and shall not be visible from the road. All related mechanical equipment will be located in the rear yard and will not extend past the side of the dwelling and will be fully concealed from view. Inflatable pools shall not exceed 24" in height and are subject to such restrictions as the developer may place upon their use and location.

24. **Trash.** The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefore at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash.
25. **Vehicles.** No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, mobile homes, dune buggies, motor homes, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles, motorcycles, vehicles and trucks which are designed and used primarily for personal transportation purposes, may be parked or stored upon the premises of the Condominium, unless enclosed in the Owner's garage with the door closed or in such other area as may be specifically approved by the Association or parked in an area specifically designated therefore by the Association. Nothing herein contained shall be construed to require the Association to approve the parking or storage of such vehicles or to designate an area therefore. The Association shall not be responsible for any damages, costs or other liability arising from any failure to approve the parking or storage of such vehicles or to designate an area therefore.
- An Owner may not maintain more than three (3) vehicles upon the Condominium Premises unless the Board of Directors specifically approves in writing otherwise. Owners must park their vehicles in the garage and in their driveway, only, unless the Board of Directors has specifically approved otherwise in writing and/or as may otherwise be set forth in rules and regulations promulgated pursuant to Article VI, Section 11 hereof. Garage doors shall be kept closed when not in use. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. Any non-assigned parking areas shall be reserved for the general use of the members and their guests.
  - Commercial vehicles and trucks (except trucks designed and used primarily for personal transportation as herein provided) shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pick-ups in the normal course of business. For purposes of this Section, "commercial vehicle" means any vehicle that has any one of the following characteristics: (a) more than two (2) axles; (b) gross vehicle weight rating in excess of 10,000 pounds; (c) visibly equipped with or carrying equipment or materials used in a business; or (d) carrying a sign advertising or identifying a business.
  - Non-commercial trucks such as Suburbans, Blazers, Bravadas, Jeeps, GMC's, Jimmys, pickups, vans, and similar vehicles that are designed and used

primarily for personal transportation shall be permissible, except as may be otherwise prohibited herein.

- Non-operational vehicles or vehicles with expired license plates shall not be parked or stored on the Condominium Premises without the written permission of the Board of Directors.
- Non-emergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises. The Association may cause vehicles parked or stored in violation of this Section to be removed from the Condominium Premises and the cost of such removal may be assessed to and collected from the Owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II of the Bylaws without liability to the Association. Owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises. The Board of Directors may promulgate reasonable rules and regulations governing the parking of vehicles in the Condominium consistent with the provisions hereof.

26. **Window** and door screens shall be the same color as originally installed on the units. All window treatments, draperies and/or curtains installed in windows in the Condominium shall have neutral liners so as to maintain a uniform appearance when viewed from the exteriors of the Units.

27. Approved alterations shall be constructed only within the unit area as defined in Exhibit "B" to the Master Deed.

28. Approved alterations shall not impair the view, privacy and/or enjoyment of neighboring units. It will be generally required that:

- Existing grade shall not be changed to result in impaired water drainage for the building (or neighboring building);
- Access shall be provided to enable outside utility meters to be read;
- The property management company shall be contacted when existing irrigation lines or sprinkler heads are to be moved. The Owner is responsible for moving heads and costs related thereto;
- The Owner is responsible for locating all underground utility lines including the building's sump lines.

29. The installation of approved alterations shall not prevent the Association from performing normal maintenance and repair work.

30. Approved alterations shall be in conformance with the architectural standards of the Association.

## Maintenance Procedures

If you have a maintenance concern, please consider the following:

- If it is an item under warranty through your builder, please contact your builder.
- If the problem does not concern a warranted item, check the Responsibility Grid on the following page to determine if it is something that you as an owner are responsible to repair, or if it is considered the responsibility of the Association.
- If your maintenance concern pertains to an item that is the Association's responsibility to repair, please fill out one of the enclosed Maintenance Request forms and mail it to Crystal Creek Glens Association for processing. After your request has been received, it will be assigned to a contractor. You will receive a postcard acknowledging the request and providing you with a work order number, the name of the contractor assigned, and the contractor's phone number. The contractor's phone number is provided so you may contact them directly if an appointment needs to be arranged, or if the work is not completed in a timely manner. Please allow seven days for the contractor to contact you. It is our desire to have action on every non-emergency work order within two weeks from the date it arrives at our office. You may also email this request to [rick@elkowhomes.com](mailto:rick@elkowhomes.com)
- If your problem is an emergency, meaning it is something that could cause immediate physical harm or could cause costly property damage, such as a serious leak, please call your request in on our emergency line at 248.926.0032.

Please note: If you call in a request as an emergency and it is not of an emergency nature, your Association may bill you for the cost of the service.

# The Glens at Crystal Creek Condominium Association Responsibility Grid

A=Association Responsibility, 0= Owner Responsibility

	DECORATE	MAINTAIN	REPAIR	REPLACE	DESCRIPTION
GROUND					
Boundary Fences	A	A	A	A	
Cable TV	N/A	Cable Company	Cable Company	Cable Company	Up to connection to Dwelling.
Curbs	N/A	A	A	A	Until dedicated.
Driveways	N/A	O	O	O	
Electrical Network	N/A	Electric Company	Electric Company	Electric Company	Up to connection to Dwelling.
Gas Distribution System	N/A	Gas Company	Gas Company	Gas Company	Up to lateral With unit.
Landscaping - Yard	O	O	O	O	
Landscaping - Common	A	A	A	A	
Lawn	O	O	O	O	
Lights/Bulbs - House Exterior	O	O	O	O	
Lights - Street	A	A	A	A	
Mailbox	O	O	O	O	
Roads	N/A	A	A	A	Until dedicated.
Rubbish Removal	N/A	O	O	O	Vendor is selected by Board.
Sanitary Sewer	N/A	A	A	A	Up to lateral with unit until dedicated, then Lyon Twp. is responsible.
Sidewalks - Curbside	N/A	O	O	O	
Sprinkler System	N/A	A	A	A	Common areas only.
Storm Sewer	N/A	A	A	A	
Telephone Network	N/A	Telephone Company	Telephone Company	Telephone Company	Up to connection to Dwelling.
Water Distribution Sys.	N/A	A	A	A	Up to lateral with unit until dedicated, then Lyon Twp. is responsible.
Information printed may have been updated. Please contact Sales Office for most recent information.					

For further explanation of the items listed herein, please refer to Article IV of the Master Deed.  
Association responsibility does not apply in cases of co-owner fault or negligence.

## Your Association Fees

The goals of the Glens at Crystal Creek Condominium Association are funded through the quarterly Association fee which is billed to each owner within the community. All Association funds are held in the Glens at Crystal Creek Condominium Association bank account for payment of Association expenses in accordance with the enclosed approved Annual Budget for the Association.

Your Association fee is due on the first of the month. If your check is received later than the 15<sup>th</sup> of the month, a late fee in the amount of \$15.00 will be charged to your account.

If you have a question about your account balance, the Accounting Department will be happy to furnish you with a copy of your account ledger upon receipt of your written request. Due to the sensitive nature of this information, we ask that you submit your request in writing to our letterhead address, by fax at 248.493.5926, or by email to [accounting@elkowhomes.com](mailto:accounting@elkowhomes.com).

# Glens at Crystal Creek Approved Budget

**Total Projected Units**

**36**

**Receipts**

Annual Association Fees	\$ 20,304.00	
GRAND TOTAL	\$ 20,304.00	

**Expense**

	<i>Annually</i>	<i>Avg. Unit/Month</i>
<i>Admin.</i>		
Postage & Supplies	\$ 900.00	\$ 2.08
Audit/Accounting	\$ 900.00	\$ 2.08
Miscellaneous Expense	\$ 1,114.00	\$ 2.58
Legal	\$ 150.00	\$ 0.35
Management	\$	\$
<b>Sub-Total</b>	<b>\$ 3,064.00</b>	<b>\$ 7.09</b>
<i>Operations</i>		
Electricity Including Street Lights	\$ 1,000.00	\$ 2.31
Water	\$	\$
<b>Sub-Total</b>	<b>\$ 1,000.00</b>	<b>\$ 2.31</b>
<i>Maintenance</i>		
Master Association Fee	\$ 12,420.00	\$ 28.75
Lawn & Landscape Maintenance	\$	\$
General Grounds Maintenance	\$ 800.00	\$ 1.85
Irrigation Maintenance	\$	\$
Wetland Maintenance	\$	\$
Snow Removal	\$	\$
<b>Sub-Total</b>	<b>\$ 13,220.00</b>	<b>\$ 30.60</b>
<i>Fees &amp; Insurance</i>		
Tax & Permits	\$ 20.00	\$ 0.05
Insurance	\$ 1,000.00	\$ 2.31
<b>Sub-Total</b>	<b>\$ 1,020.00</b>	<b>\$ 2.36</b>
<i>Reserve</i>		
Annual Contribution	\$ 2,000.00	\$ 4.63
<b>Sub-Total</b>	<b>\$ 2,000.00</b>	<b>\$ 4.63</b>
<b>TOTAL</b>	<b>\$ 20,304.00</b>	<b>\$ 47.00</b>

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<b>Quarterly Association Fee</b>	\$	<b>141.00</b>
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To: New Owners  
From: Elkow Homes LLC  
Re: Explanation of Association Closing Costs and Association Fees

The following information provides an understanding of the costs associated with the first-time purchase of a new home or condominium within a Community Association. The following fees may have different names in some cases, but the purpose of the fees is generally the same as those listed herein.

- **Association Fee:** This fee is paid in regular intervals as set forth in the Bylaws. The amount of the fee is generally based on an annual fiscal year and divided among the applicable units in the Association. The budget is based on the responsibilities of the Association. All units in the Association must pay their proportionate share of the budget, including the pro-rata share of any current Association debt that reflects eventual maintenance costs of the completed project, and no provision is made in state statutes to provide for a partial payment. However, all Association fees are deposited on behalf of the Association in an independent and insured bank account that is reserved for costs that are the responsibility of the Association, so any unused Association fees are accumulated for the benefit of the Association. The Association is a limited liability company, and the developer is responsible for the common elements that are the responsibility of the developer.
- **Working Capital Contribution:** This contribution is required of first-time buyers to help launch the operation of their Community Association. The funds accumulated through the Working Capital Contribution help operate the Association during its initial financial footing, which directly benefits the members of the Association.
- **Insurance Reserve:** Insurance for the Association is purchased as a prepaid asset, meaning that it is paid for in advance of the policy term. The funds in advance of each policy term for insurance. Thus, an insurance reserve payment is needed to pay for the insurance. An insurance reserve (as set forth in the budget) is being accumulated for the next policy period.
- **Setup Fee:** This fee is collected by the Association to pay for the setup and orientation of a new unit and or a new owner within the Association. New units and their owners are placed within the Association's accounting records and provided coupon books or set up for automatic withdrawal of the Association fee. Unit files are then established to track such items as the designated voting representative for each unit, pets within a unit, vehicles registered to each unit, etc. Finally, once the owner has purchased their unit, an orientation package is provided by the Association to acquaint them with the operation of their Association and provide them with important applications, reference documents, and information that is unique to their community.
- **Mailbox Fee:** This fee is sometimes collected by the Association to pay for the installation of mailboxes in locations that are determined by the postmaster.

## **The Glens at Crystal Creek Condominium Association Rules and Regulations**

Your Board of Directors has provided the enclosed Rules and Regulations as a summary of your Association Restrictions and guidelines that are outlined in more detail in Article VI of the Glens at Crystal Creek Bylaws.

- **Your Insurance Carrier for Insurance on the Common Elements**

The Association's insurance on the Common Elements is held with QBE Insurance Corporation with the Piper-McCredie Agency, Inc. Should a problem arise and you feel that a claim should be filed through the Association's insurance, please contact Elkow Homes LLC in writing. The Insurance agent is not permitted to take a claim request directly from an owner.

- **Your Personal Insurance Requirements**

You must obtain a separate policy to cover your condominium, personal property and liability, along with ant betterments and improvements made to your unit. Many insurance agents recommend an H03 policy for this purpose. You may wish to consult the Association's insurance agent if you have specific questions on what your individual property insurance is intended to cover.

- **The Glens at Crystal Creek Condominium Association Master Deed and Bylaws**

This legal document is very important. If you sell your home it must be turned over to the new owner at the time of closing, along with the keys to your home. This legal document gives detailed, specific information regarding your Association, and is the guideline used by the Board of Directors to manage the affairs at the Glens at Crystal Creek.

## **Glens at Crystal Creek Condominium Association**

### **Rules & Regulations**

The Rules & Regulations listed herein are a supplement to the Association governing documents and related documents of the Glens at Crystal Creek Condominium Association. We hope you will recognize the following Rules & Regulations as additional tools to keep the Glens at Crystal Creek beautiful, and make the community a pleasant living environment for all its residents.

These Rules & Regulations have been promulgated and approved by the Board of Directors for Glens at Crystal Creek Condominium Association in accordance with the governing documents.

### **Insurance Coverage**

Adopted - Effective Immediately

Each Owner at his own expense shall obtain and continuously maintain in effect personal liability and property casualty insurance coverage upon his Unit. It shall be each Owner's responsibility to determine by personal investigation or from his own insurance advisor the nature and extent of insurance coverage adequate to recompense him for personal liability for occurrences within his Unit and for foreseeable losses to his Unit, the dwelling and any other structure or improvement located within the boundary of his Unit, and also for alternative living expense in the event of fire and/or other casualty that may render the Owner's Unit uninhabitable. The Association shall have absolutely no responsibility for obtaining any such coverage, nor excess coverage for any such liability or casualty, unless specifically and separately agreed in writing between the Association and the Owner in writing; provided, however, that any such agreement between the Association and the Owner shall provide that any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Owner and collected as part of the assessments against said Owner under Article 11 of the Bylaws. Each Owner shall file a copy of such insurance policy, or policies, including all endorsements thereon, or, in the Association's discretion, certificates of insurance or other satisfactory evidence of insurance, with the Association in order that the Association may be assured that such insurance coverage is in effect.

## **Animals or Pets**

Adopted-Effective Immediately

No reptiles and no animals, including household pets, shall be maintained by any Owner unless specifically approved in writing by the Association, except that an Owner may maintain two (2) domesticated dogs or cats, or one (1) of each, on his Unit. No animal may be kept or bred for any commercial purpose. Any animal shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No doghouses or tethering of animals shall be permitted on the Common Elements, Limited or General. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended in person by some responsible person while on the Common Elements, Limited or General. The Board of Directors may, in its discretion, designate certain portions of the General Common Elements of the Project wherein such animals may be walked and/or exercised and the Board of Directors may, in its discretion, designate certain portions of the General Common Elements of the Condominium wherein dog runs may be constructed. Nothing herein contained shall be construed to require the Board of Directors to so designate a portion of the General Common Elements for the walking and/or exercising of animals and/or for the construction of dog runs. No savage or dangerous animal shall be kept and any Owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney fees) which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefore, and the Association may assess and collect from the responsible Owner such losses and/or damages in the manner provided in Article II hereof. Each Owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Owner. No dog that barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of the Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. The Association may, after notice and hearing, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association, although such hearing shall not be a condition precedent to the institution of legal proceedings to remove said animal. The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable rules and regulations of the association. The term 'animal' or 'pet' as used in Article II, Section 5 of the Bylaws shall not include small, domesticated animals, such as small birds or fish, which are constantly caged.

## **Landscaping**

Adopted - Effective Immediately

A complete landscape plan must be submitted to the Developer prior to completion of the dwelling. Such plan shall contain sufficient detail to enable the Developer to pass upon its suitability for the Condominium and to determine if the proposed landscaping complies with the requirements set forth in Sub-section (5) below. In addition, each Unit Owner shall be responsible for installation on their Unit of Street Trees in such locations and of such species as are required by THE GLENS AT CRYSTAL CREEK Condominium Landscape Plan. Unit Owners shall also be responsible for any planting in their Units which are required for compliance with the Township approved Elkow Farms Planned Development Replacement Tree Plan. Landscape plans submitted to the Developer for approval shall demonstrate compliance with the Elkow Farms PD Landscape Plan and the Township approved Replacement Tree Plan. Utility boxes, including without limitation, electrical transformer boxes, must be adequately screened by landscaping.

No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements unless approved by the Association in writing, or as may be provided in rules and regulations governing same as may be promulgated by the Board of Directors from time to time, subject to the written approval of the Developer as required in the Bylaws.

## **Weapons**

Adopted - Effective Immediately

No 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 Glens at Crystal Creek.

## **Collection Policy**

Adopted - Effective Immediately

The payment of annual assessments are payable in quarterly installments. The payment of an assessment will be deemed in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date. Each installment in default for 15 or more days will be charged a late fee on a monthly basis until all fees, including late charges, are paid in full. Any Association account that becomes delinquent in an amount equal to or greater than three months Association fees shall be subject to a lien, and all applicable legal fees for the placement of a lien and the subsequent collection of the delinquency will be assessed to the corresponding owner account. Any account that remains delinquent and exceeds an amount equal to or greater than six months Association fees shall be subject to foreclosure action and all applicable fees shall be charged to the owner account as defined in the Association Documents. The Association may also discontinue the furnishing of any utilities or other services upon seven (7) days' written notice. An Owner while in default of payment will not be entitled to vote at any meeting of the Association.

## **Rule Enforcement and Violation**

Adopted - Effective Immediately

Article XX, Sections 1-3 of the Association's governing documents provide for monetary fines when there is a violation of the governing documents, and the Michigan Condominium Act, and existing Rules and Regulations of the Association. The process for notification of violations and the fining of these violations is as follows:

- **NOTICE**-Notice of the violation must be delivered personally to the Owners or mailed via First Class and/or Certified Mail. The notice shall contain the provision violated, together with a factual description of the alleged offense.
- **OPPORTUNITY TO DEFEND**-The offending Owner shall have an opportunity to appear before the Board or 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 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.
- **HEARING AND DECISION**-Upon appearance by the Owner before the Board and presentation of evidence of defense, or in the event of the Owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.
- **AMOUNTS**-After default of the Owner or upon "4" above, the following fines shall be levied:
  - a. **FIRST VIOLATION** – No fine shall be levied
  - b. **SECOND VIOLATION** – Fifty (\$50.00) Dollar Fine.
  - c. **THIRD VIOLATION** – Seventy-five (\$75.00) Dollar Fine
  - d. **FOURTH VIOLATION AND SUBSEQUENT VIOLATIONS** – One Hundred (\$100.00) Dollar Fine.
- **COLLECTION**-The fines levied shall be assessed against the Owner and shall be due and payable together with the regular Glens at Crystal Creek assessment next falling due. Failure to pay the fine will subject the Owner to all liabilities set forth in the Glens at Crystal Creek Condominium Association governing documents.

# Glens at Crystal Creek

## *Designation of Voting Representative*

The undersigned, being the Homeowner(s) of Unit No \_\_\_\_\_ at Glens at Crystal Creek,

Address: \_\_\_\_\_  
Please Print

Hereby designates **only one person**:

Name: \_\_\_\_\_  
Please Print

as the individual representative who shall vote at the meetings of the Association and receive all meeting notices on behalf of the undersigned Homeowner(s). See the Condominium Master Deed for further information.

Notwithstanding the foregoing, it is further agreed that either (but no more than one) of the undersigned may be counted for quorum purposes and vote in person at any meeting of the Association, unless the undersigned cannot agree as to who shall vote at such meeting, in which event only the above designated representative may cast such vote.

Dated: \_\_\_\_\_

\_\_\_\_\_  
HOMEOWNER SIGNATURE

\_\_\_\_\_  
HOMEOWNER SIGNATURE

Return To: Glens of Crystal Creek Condominium Association  
26106 Cornell Drive  
South Lyon, MI 48178

# GLENS AT CRYSTAL CREEK OWNER INFORMATION

*Your privacy is respected. All information is for Association use only*

**Please complete and return to:**

**Crystal Creek Condominium Association: 26106 Cornell Drive, South Lyon, MI 48178**

<b>Name of Mortgage Company</b>		
<b>Mortgage Loan #</b>		
<b>Address of Mortgage Company</b>		
<b>Designated voting Representative (1 per unit) Necessary for future by law amendments.</b>		
<b>Legal Unit number: (Per Master Deed)</b>		
<b>Lot number (if available)</b>		
<b>Unit Address</b>		
<b>Owner Name</b>		
<b>Owner Address</b>		
<b>Owner City, State, Zip</b>		
<b>Owner Work Phone</b>		
<b>Owner Home Phone</b>		
<b>Owner Cell Phone</b>		
<b>Email Address</b>		
<b>Emergency Contact who has a key to your unit. Name and both day and evening phone number.</b>		
<b>Vehicle Year, Make, License and Model</b>		
<b>Car 1</b>		
<b>Car 2</b>		



## Glens at Crystal Creek Pet Permit Application

I hereby apply for permission to keep the following pet:

Description of pet: \_\_\_\_\_

Name of Pet: \_\_\_\_\_

I have read the Glens at Crystal Creek Bylaws in their entirety and I agree to abide by all the rules contained therein. I understand that violation of any of the Glens at Crystal Creek Bylaws may result in fines, revocation of this permit, or eviction of the pet.

Name of Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Phone \_\_\_\_\_

Signature: \_\_\_\_\_

Applicable portions of the Bylaws have been reprinted for your reference:

No reptiles and no animals, including household pets, shall be maintained by any Owner unless specifically approved in writing by the Association, except that an Owner may maintain two (2) domesticated dogs or cats, or one (1) of each, on his Unit. No animal may be kept or bred for any commercial purpose. Any animal shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No doghouses or tethering of animals shall be permitted on the Common Elements, Limited or General. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended in person by some responsible person while on the Common Elements, Limited or General. No savage or dangerous animal shall be kept and any Owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney fees) which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefore, and the Association may assess and collect from the responsible Owner such losses and or damages in the manner provided in Article II of the Bylaws. Each Owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Owner. No dog that barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of the Bylaws in the amount that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association shall have the right to require that all pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. The Association may, after notice and hearing, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association, although such hearing shall not be a condition precedent to the institution of legal proceedings to remove said animal. The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The term "animal" or "pet" as used in this Section shall not include small, domesticated animals, such as small birds or fish, which are constantly caged.

Approved By: \_\_\_\_\_ Date Approved: \_\_\_\_\_

**Please return this Form to:**

The Glens at Crystal Creek Condominium Association

26106 Cornell Drive

South Lyon, MI 48178

Fax: 248-493-5926 or scan and send to [accounting@elkowhomes.com](mailto:accounting@elkowhomes.com)

## Satellite Dish Standard

Whereas, the Board of Directors for your association has agreed to not restrict a Homeowner's right to access a satellite signal or unduly increase the costs of access to a satellite signal for television reception, it is hereby declared that:

- 1) Any satellite dish located in your community shall be less than 1 meter in diameter.
- 2) National Electric Code (NEC) Standards require that all DBS Antenna and related LNB's be grounded. NEC Standards require that an approved grounding source must be within 20 feet of the ground block. Further, that the grounding wire used to connect the ground block to the grounding source will be of at least 10awg size. No grounding rods may be installed that are not back bound to the existing utility ground.
- 3) Location of the satellite dish shall be at the discretion of the Board of Directors and may not be installed without the express written consent of the Board of Directors in the form of an approved application for installation.
- 4) The satellite dish must be reasonably concealed from the sight line of street traffic throughout your community.
- 5) Cable for be satellite dish may not be routed along the exterior surface of the building.
- 6) The approved location for a satellite dish by the Board of Directors shall be awarded on a case-by-case basis by the Board of Directors. Upon receipt of an approved application for installation of a private satellite dish on the common or limited common elements of your community, the owner of the satellite dish shall agree to the following.
  - a) To indemnify and hold the Association harmless for any damage caused to the common or limited common elements of the association and or any liability arising from the location and installation of the satellite dish.
  - b) To maintain the satellite dish and any related hardware in a manner that causes the equipment to remain reasonably attractive and in sound structural condition.
  - c) To restore any damage to the common or limited common elements as a result of installing, maintaining, removal or replacement of the satellite dish.
  - d) To hold the Association and its vendors harmless for any damage caused to the satellite dish or related equipment in the course of providing maintenance services to the Association, such as lawn maintenance, snow removal, etc.
- 7) The location, use and entitlement to these devices, and these rules governing the same, shall be subject to change as the Federal Communications Commission promulgates future regulations. There shall be no vested rights created by any approval; all approvals being simply a license granted on a temporary conditional basis.

Subject to agreement to and compliance with the Satellite Dish Standard for your community, which is incorporated herein by reference, and is an integral pan of this approval.

Approval:

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Member, Board of Directors

Witness

The undersigned Homeowner hereby agrees to all of the terms and conditions stated in the Satellite Dish Standard for your community, as listed herein, and accepts full responsibility for the costs of decoration, maintenance, repair, and removal or replacement of the satellite dish and related equipment upon the common or limited common elements of your community. Furthermore, the undersigned agrees to indemnify and hold the Association harmless for any acts, losses, or liability associated with the satellite dish upon the common or limited common elements of your community,

# Glens at Crystal Creek

Property Name:

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

Please return this form with a check to Elkow Homes for the \$15 Safety Conformance Fee to:

Elkow Homes  
26106 Cornell Drive  
South Lyon, MI 48178  
Fax to: 248-493-5926 or scan and email [accounting@elkowhomes.com](mailto:accounting@elkowhomes.com)

**The information contained in this form is subject to change without notice.  
Please consult Elkow Homes LLC.**

**Glens at Crystal Creek Condominium Association  
ALTERATION/MODIFICATION REQUEST**

Date: \_\_\_\_\_

Name of your Community: \_\_\_\_\_

Please Print Your Name and Address:

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

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**REQUESTED MODIFICATIONS**

- Exterior Appearance
- Structural Parts of the Unit
- Landscaping
- Common elements/Limited Common Elements
- Other \_\_\_\_\_

**EXPLANATION OF MODIFICATIONS**

Please note that you **MUST** submit a drawing for any modification which requires same, such as decks, landscaping modification, etc. The drawing should be on a site plan and the scale should be 1/2" = one (1) foot. Please list sizes and materials to be used.

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

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

1. Actual construction will be performed by a licensed builder/contractor who is insured. All applicable codes and regulations will be followed and all necessary permits will be obtained at my/our expense.
2. I/We have read all applicable sections of the governing documents and I/We understand same.
3. All maintenance of this Alteration/Modification will be performed at my/ our expense.
4. I/We understand that, should any legal, regulatory agency require, at any time in the future, modifications to this variance, they will be done at my/ our expense.

5. Decks cannot be installed over a drainage swale. In the event the deck does interfere with the surface drainage, I/we understand that I/we will be required, at my/our expense, to correct the drainage to the Community Association's satisfaction. Any maintenance costs incurred by the Community Association, as a result of this variance, will be at my/our expense.
6. If the construction will occur in a Common or Limited Common area, the owner must contact Elkow Homes LLC to obtain the sprinkler company's name and phone number. Prior to submitting a drawing of a proposed deck/patio for approval by the Community Association, the owner will need to obtain a letter from the contractor who installed the sprinkler system stating that the proposed deck modification will not interfere with the sprinkler system. Should any sprinkler heads have to be relocated; this will be done exclusively at the owner's expense.
7. This alteration/variance/modification is subject to all the requirements of the governing documents, occupancy agreements and other applicable regulations at the Community Association's discretion.
8. I/We understand that it is my/our responsibility to advise future assigns and/or owners of the unit of this modification and of their responsibility for same.
9. All of the above information is truthful and accurate.

**NO WORK SHALL COMMENCE UNTIL WRITTEN APPROVAL IS RECEIVED**

\_\_\_\_\_ Signature of Owner  
Date

\_\_\_\_\_ Signature of Owner  
Date

When complete and accurate information is received, requests will be completed at the earliest opportunity. Please note that response time depends upon the availability of the Community Association's Board of Directors, but at no time will take more than thirty days.

Approved by: \_\_\_\_\_ Date \_\_\_\_\_

**Please return this Form with the \$15 Permit Fee to:**

Elkow Homes LLC  
26106 Cornell Drive  
South Lyon, MI 48178  
Fax: 248-493-5926 or scan and email [accounting@elkowhomes.com](mailto:accounting@elkowhomes.com)

The \$15 Permit Fee shall be paid with a check payable to Elkow Homes LLC.

## Resale Form

Should you choose to sell your home, please be sure to check the Architectural Control Guidelines and or Rules and Regulations regarding advertising and whether or not the use of "For Sale" signs are permitted at the complex.

Some financial institutions may require paperwork to be completed by the management company in connection with the sale of the unit. Please note that if a status of Account Letter, Project Questionnaire, or Condominium Certification form is required by one of the lending institutions handling the sale, then fees will be charged to process this paperwork. Monies that are paid for association dues do not cover the fees to process legal documents or permits of any kind. Since these charges cover the staff time involved to run the requested specific reports and or research detailed inquiries, as well as the legal liability involved with the verification of all of the data, they are solely the responsibility of the homeowner requesting the particular service.

At the time of closing, please request that the title transfer affidavit or warranty deed be faxed to Elkow Homes LLC at 248.493.5926 immediately. This removes your name as the party responsible for payment of association dues and assessments, and gives the association the name of the new owner for billing/information purposes.

The following items should be turned over to the purchaser at the time of the closing:

- This Homeowner Handbook, including the Master Deed and By Laws or Declaration of Covenants.
- Payment statements or coupons books for use in paying association dues. (These are processed in reference to the unit address, not the name on the statement or coupon).
- Door keys for the unit, and all common building keys, pool and clubhouse keys.
- Pool tags, if applicable
- Garage door openers.

## • **The Glens at Crystal Creek Condominium Association**

The purpose of the Glens at Crystal Creek Condominium Association is to provide for the preservation and enhancement of the property values and amenities located at the Glens at Crystal Creek, including the maintenance of the common areas within the community; The Glens at Crystal Creek Condominium Association will operate under the direction of owners within the community that are willing to serve on your Board of Directors.

The goals of the Association are funded through the monthly Association fee that is billed to each owner within the community. All Association funds are held in a Glens at Crystal Creek Condominium Association bank account for payment of Association expenses in accordance with the approved Annual Budget for the Association.

## • **Board of Directors**

The Association's Annual Budget is determined by the Board of Directors with the advice and assistance of Elkow Homes LLC as the property management company.

The Board of Directors is a governing body elected on behalf of all of the owners to carry out the affairs of the Association on behalf of all owners in accordance with the parameters outlined in the Association Bylaws. These will be voluntary offices consisting of a President, Vice-President, Treasurer, Secretary and Director. The election of the Board of Directors will occur once the complex is completed and all homes are sold.

Each owner will be notified by mail of this election, and will be entitled to one vote per address. Only Association members in good standing (paid up to date on the Association dues) are eligible to vote.

A Board of Directors typically meets on a monthly or bi-monthly basis to review the needs of the neighborhood in order to implement improvements to the community within the guidelines of the Association Bylaws.

Any owner may request to attend a specific Board meeting and petition the Board regarding a particular concern. All such requests must be made in writing, and sent to Elkow Homes LLC where it will be forwarded to the Board. All Board correspondence is handled through Elkow Homes LLC as your property management company.

All owners are invited to attend the **Glens at Crystal Creek Condominium Association Annual Meeting** where major issues will be addressed and reports be given by the Board and special committees regarding ongoing Association matters of concern to the entire community.

## **Introduction to Community Association Living**

This document has been provided in an effort to acquaint you with the benefits that are available to community associations and the requirements for realizing those advantages.

This document is not intended to interpret or replace specific aspects of the Association Documents for your community.

### **1. Definition of a Community Association:**

- A. A community association or CA is a group of owners who wish to provide a communal basis for preserving, maintaining, and enhancing their homes and property.
- B. A community association has three essential elements:
  - a. Membership in the CA is mandatory and automatic for all owners. This is unlike other Associations whose membership is voluntary.
  - b. Certain documents bind all owners to be governed by the community association. These documents require mutual obligations to be performed by the individual owner and the community
  - c. Mandatory lien-based economic charges or assessments are levied on each owner in order to operate and maintain the CA

### **2. Governing Documents:**

- A. The purpose of Community Association Governing Documents is to provide for the legal structure and operation of the community.
- B. The Documents:
  - a. Define the rights and obligation of both the CA and its owners.
  - b. Create a binding relationship between each owner and the CA
  - c. Establish the mechanisms for governing and funding the CA's operations.
  - d. Set forth rules and standards for:
    - i. Protection of both owners and the community.
    - ii. Enhancement of property values.
    - iii. Promotion of harmonious living.

### **3. Purposes of the Community Association:**

- A. To maintain physical aspects of the community such as entrances, roads, green belts, retention ponds, and other common amenities.
- B. To require participation by all members of the community so that the benefit of maintaining the community is evenly shared by all members of the Association.
- C. To function as a business and require reporting functions that are set forth for non- profit corporations.

### **4. Benefits Offered in a Community Association:**

- A. Uniform standards and restrictions are set forth in the Governing Documents to ensure that Association members maintain their home and property in a manner that is not offensive to other homeowners. These standards help to ensure that the community remains attractive and orderly, thus providing a basis for increased property values.
- B. Enforcement mechanisms within the Governing Documents help to ensure that any nuisance or detracting condition within the community can be promptly addressed and corrected. These mechanisms often provide that the Association may make any necessary corrections on behalf of the



community at the expense of the violator.

- C. Community activities can be easily coordinated since the Association exists as a legal entity and may not be dissolved by the community. These activities are typically coordinated by various committees that serve to benefit the Association and may include neighborhood watch programs, community yard sales, block parties, and various activities for children in the community.

## **5. Maintenance of the Community:**

- A. The Association's responsibility for maintaining the community is defined in the Governing Documents for the community. These responsibilities typically include maintenance of Common Areas such as, entrances, park areas, green belts, private roads, ponds, and common landscaping within the community. However, these items can vary between communities based on the specifications set forth in the Governing Documents,
- B. Standards are typically set forth for the proper maintenance and care of individually owned items within the community, such as landscaping improvements, pools, decks, exterior paint, etc. Reasonable standards for the creation and maintenance of these items can be enforced and corrected by the Association.
- C. Aspects of maintenance or governance of the community that are not specifically addressed in the Governing Documents may be addressed in Rules & Regulations, which are established by a Board of Directors. These Rules & Regulations should serve to further define the needs and desires of the community as a whole, and can be altered from time to time by the Board of Directors, or a majority of Association members in the community. Enforcement of the Rules & Regulations occurs in the same manner as the requirements set forth in the Governing Documents.

## **6. Finances:**

- A. The financial needs of the community are established by the Board of Directors in the form of an Annual Budget, which is then distributed to all Community Association members. This budget details the total funds needed for the maintenance, administration, and future needs of the community and further details the individual obligation of each Association member for their share of the annual expenses.
- B. The Budget consists of those responsibilities that are delegated to the Association within the governing documents and typically consist of the following items:
- Administrative Costs, such as annual audits, tax returns, legal fees, and management fees.
  - Operational Costs, such as utilities, rubbish removal, etc.
  - Maintenance and Repair Expenses, such as lawn mowing, snow removal, road repairs, etc.
  - Taxes and Insurance Cost, such as income tax on interest income, property and casualty insurance for the Common Areas, annual reporting fees to the state of Michigan, etc.
  - Reserve Contributions, which are funds placed into savings by the Association for the future cost of repair or replacement of capital items, which may include roads, landscaping, and other infrastructure items that have an anticipated useful life.
- C. Since any property owner within the community is automatically a member of the Association, the payment of Association fees is mandatory. This arrangement ensures that all Association members will contribute their proportionate share of the funds required to properly administrate and maintain the Association. Any assessments that are not paid by members of the Association become a lien against their property that will accrue late fees and can be forcefully collected by the Association. While it is the hope and desire of all communities that their Association members will choose to willingly participate in their proportionate share of the Annual Budget, it is reassuring to all community members that this obligation can be forcefully collected if a member of the Association becomes delinquent in their financial obligation to the community. The legal rights of collection by the Association can include a lien filed against the property of an Association member and the

foreclosure of that lien if the delinquency persists.

## **7. Administration of the Association's Affairs:**

- A. The affairs of the Association are typically handled by a management firm at the direction of the Board of Directors. These administrative tasks consist of collecting Association fees, maintaining the Common Elements of the community, coordinating information and certifications, for the resale of units, handling insurance claims within the community, enforcement of the community's By-Laws and Rules & Regulations, coordinating Annual Meetings, Election Meetings, and other governance requirements within the community, preparation of an Annual Budget, coordination of an annual audit review and appropriate tax return, and other similar tasks that are associated with the affairs of a business.
- B. To help ensure that accurate information and timely responses are provided for Association members, a central office is typically utilized to supply this service. Typical requests include information for real estate closing, questions regarding By-Law restrictions and limits placed on exterior modifications, By-Law enforcement action, responding to emergency repairs and coordinating insurance claims, and coordinating community wide activities and meetings.
- C. Effective management and administration of the Association's affairs relies heavily on input from Association members. The most successful Community Associations have members who communicate with the Management Company and Board of Directors regarding issues of importance to the Association. These issues may range from suggestions for improved maintenance of the community, to Governing Documents violation matters that require intervention by the Board of Directors. Members of a Community Association that take an active role in the affairs of their Association help to benefit their entire community.
- D. Decisions regarding the affairs of the Association are typically made by a Board of Directors and administrated by a management company. The Board of Directors consists of homeowners and or appointees of the developer depending on the governing documents under which they operate. For condominium associations, homeowners are typically elected to fill seats on the Board of Directors at various stages of completion of the community. In most cases, the first seat on the Board of Directors that is transferred to a homeowner of the association takes place when 25% of the units have received a certificate of occupancy. A majority of the seats are usually transferred to homeowners of the community when certificates of occupancy have been received by 75% of the entire community. For platted communities, homeowners participation on the Board of Directors typically occurs much later in the completion process and occasionally not until 100% of the units have been transferred to a homeowner. In either case, Association members are also invited to give input to the developer during construction of the community. This is typically done through the creation of an Advisory Committee formed after 1/3 of the units in a community receive a certificate of occupancy.
- E. Officers of the Board are elected by the Board to serve in roles described in the Bylaws. Typically, Boards Officers include a President, Vice-President, Secretary and a Treasurer. Board Officers are usually members of the Board of Directors. Voting power is distributed equally among the members of the Board of Directors.

Subject	Policy
Annual Meeting	The First Annual Meeting shall be held within 120 days following conveyance of after conveyance of the first Unit. Thereafter, Annual Meetings shall be held in the succeeding year following the First Annual Meeting.
Description	A 36- Unit Detached Condominium Project
Developer	Elkow Homes LLC 26106 Cornell Drive South Lyon, MI 48178
Fees	\$141.00 paid quarterly and due on receipt. A late fee of \$15.00 will be assessed if Not received within 15 days.
Leasing of Units	Allowed per Bylaws, Article VI, Section 2. Initial minimum term of lease is twelve.
Location	Between Spaulding Road and Milford Road, north of Eleven Mile Road in Lyon
Master Deed/Bylaw Replacement Cost	\$20.00
Rubbish Removal	Owner contracts for rubbish removal from Board approved vendor.
Sales Contact	26106 Cornell Drive South Lyon., MI 48178  Phone: (248) 437-1909  Fax: (248) 446-3461  Open Daily 11-6pm
Utilities	The Association is not responsible for payment of any utilities appurtenant to individual Units.

# Crystal Creek

## The Villas at Crystal Creek

**Master Association Mowing** - includes entrance berm & perimeter landscaping for entire site

**Common Area Snow Plowing**

**Water**

**Maintained by Builder** - until turnover then it is public.

**Master Association provides** sidewalks along 11 Mile Rd. and Milford Road

## The Glens at Crystal Creek

