

# **SOUTHWOOD LAKES COMMUNITY DEVELOPMENT ASSOCIATION POLICIES**

## **POLICIES**

These policies form part of the Southwood Lakes Community Development Association Governing Documents. As such, Association members must abide by their provisions. Therefore, before any betterments or improvements are implemented by a member or members, approval of the Board, through the Property Manager, must be obtained.

As reviewed, amended and approved by the Board of Directors  
April 23, 2016

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## **REPAIR POLICY**

Southwood Lakes Community Development Association is responsible only to repair those components (defined in the Governing Documents) that were installed during original construction excluding betterments and improvements installed by the homeowner either concurrent with or subsequent to original construction.

Mailboxes are defined to mean the common mailboxes that Canada Post uses to deliver mail.

Fence refers to the boundary fence, which runs from Ascot Court to Eagle Crescent and the wrought iron fence that runs along Southwood Lakes Boulevard at the back of the Ascot Court properties.

The Association is not responsible for any damage done to an exterior component as defined in the Governing Documents as a result of any alteration or addition done with or without prior Board approval.

From time to time the Board will undertake a project of repair, or preventative maintenance, to several townhomes with the same problems.

Such projects will be accomplished over time as budgetary limits provide. In no case shall a delayed or programmed repair compromise the safety or inhabitability of a townhome or the safety of the residents or the visitors to the townhome.

## **TOWNHOME INSURANCE POLICIES**

The type of insurance required for the townhomes in Southwood Lakes is a "HOMEOWNER'S POLICY".

Members shall provide proof of insurance to the Property Manager annually upon the renewal of their insurance policy on their townhome unit. Proof of insurance shall not require a copy of the policy but must include the commencement date and expiry date of the policy; confirmation that it is "homeowner's Insurance"; and the unit owner's name and address on the policy. Coverage must be sufficient to replace the homeowner's entire unit in the event of loss.

## **SATELLITE DISH GUIDELINES**

A written request to install a satellite dish must be delivered to the Property Manager for approval showing exactly where the dish will be installed. No dish shall be larger than eighteen inches (18") in diameter. The dish shall NOT be installed on the roof of any townhome. The satellite dish must be installed under the soffit. The satellite dish shall NOT be installed on a pole, unless the pole is at the side of the townhome and the pole is adjacent to the townhome. The homeowner is completely responsible for all maintenance, repair and replacement after the alteration is complete, including damage to the exterior of the townhome during installation or removal. The homeowner shall repair any damage within 30 days of the occurrence of the damage or the notification of the damage, whichever is the sooner time. A satellite dish cannot be installed at the front of the townhome.

## **COLLECTION POLICY**

Association fees are due on the first of every month and are considered late if not received by the 1st day of the month. The preferred method of payment is Pre-Authorized Payment through the owner's bank. An administrative fee of \$50.00 per month will be added to the outstanding balance of any unit with unpaid fees as of the 1st day of the month to cover administrative costs of collection of arrears. This amount is applied to the unit account as association's dues and recoverable as such. The purpose is to transfer the cost of collections to those who create the work. Interest based on two percent per month (2%) will also be added on a monthly basis as outlined in the By-Law. The Association has the right to file a lien against the title of the property if fees are more than 65 days late. The legal costs associated with the registration and discharge of a lien will be added to any outstanding amounts. A power of sale will be issued after four months. Again, all legal fees associated with this procedure will be added to the unpaid balance.

INDIVIDUAL CIRCUMSTANCES affecting your ability to pay will be considered. Please contact the Property Manager immediately if you are experiencing any difficulty paying your association fees.

## **CHARGE FOR RETURNED CHEQUES**

The Association retains the right to add a \$50.00 per cheque charge plus bank charges to the unit for which the bank (for any reason) returns cheque. If the cheque is not redeemed immediately, the above collection policy is implemented and administrative charges added appropriately.

## **BIRD FEEDING POLICY**

No waterfowl, water life or wildlife or fish shall be permitted to be introduced to the lake, except by authorized persons or statutory authorities.

No water fowl, wildlife or water life shall be harassed or interfered with in any way in the lake areas nor shall they be fed nor shall feeding stations be established along shorelines except by authorized persons or statutory authorities.

Ducks, geese, seagulls, frogs and other wildlife common to any lake in Southern Ontario will eventually find their way to the Southwood Lakes Community. All should be welcomed but never fed.

## **PATIO & DECK POLICY**

All requests to install a patio or deck must be submitted for prior approval to the Property Manager including a drawing of the proposed plans with specific dimensions. The homeowner assumes full responsibility for all maintenance, repairs and replacement. Patios and decks must conform to the current city building code and be built under permit from the city. The maximum size is four hundred and thirty-two (432) square feet or a maximum width of twenty-four feet (24') or a maximum depth of eighteen feet (18'). Patio and/or deck colour should co-ordinate with townhome brick and exterior siding and must be included in the Board approved plan. Grass areas must be accessible for mowing. Grading should be done to ensure that water runs away from the home. The grade may not be changed to disadvantage a neighbour. Sprinkler head locations and possible changes need to be reviewed with the Property Manager. All modifications to the

sprinkler/irrigation system shall be performed by the contractor providing services under a contract with Southwood Lakes Community Development Association. The homeowner shall pay all costs relating to these changes. Any damage done or caused by the alteration shall be the responsibility of the owner and if corrections are not made within 30 days of notification by the Property Manager, the Association can do the repair and the owner shall be fully responsible for the cost.

## **LANDSCAPE POLICY**

Additions and/or changes in landscaping shall be submitted to the Property Manager for review and approval before installation.

Trees or shrubs may not be planted within a forty foot easement around Wolfe Lake. In addition, trees or shrubs that would obstruct a view of the lake, bearing in mind the perspective and location of property involved in the view, are not permitted.

Owners are responsible for the maintenance and upkeep of gardens, trees and shrubs planted by them.

All grass areas must be accessible for mowing and trimming.

The grade must not be changed to disadvantage a neighbour's property.

The irrigation system is NOT for the use of watering homeowner's landscaping and shall not be adjusted for that purpose. All modifications to the irrigation system will be done only by the irrigation contractor that has been contracted by the Association for that purpose. The homeowner shall pay all of the costs related to any requested changes.

## **EXTERIOR LIGHTING POLICY**

Exterior lighting fixtures are the responsibility of the Southwood Lakes Community Development Association and may not be changed without prior approval of the Board.

## **STORM DOOR POLICY**

Storm doors will be allowed as long as they match the exterior trim. Written plans shall be submitted to the Property Manager prior to installing a storm door. The Association is not responsible for maintenance or repairs of storm doors.

## **AWNING POLICY**

Owners wishing to install an awning over the patio door area of their homes or over a rear window must submit a written request to the Board prior to installing the awning. The awning will be canvas and must be installed under the level of the soffit. Colours of the awning must compliment the existing brick and be approved by the Board, or Property Manager acting on behalf of the Board. The size is limited to a maximum of eighteen feet out from the brick. There is no restriction on the width of the awning but the awning must be one single coordinated unit. Side curtains, if installed, must be retracted unless the area protected by the awning is in use and in any event, cannot be so substantial as to significantly impede the neighbouring units to enjoy their vista. All maintenance and repairs are the homeowners' responsibility and must be completed within thirty days of notification by the Board or the Property Manager of the existence of a maintenance or repair issue. Any damage done to the exterior townhome components by the awning installation or subsequent storm, are also homeowners' responsibility.



## **PERGOLA POLICY**

A pergola, arbor or arbour is a landscape feature forming a shaded walkway, passageway or sitting area of vertical posts or pillars that usually support cross-beams and a sturdy open lattice, often upon which woody vines are trained. Construction of a Pergola will be permitted only after plans for the feature are approved by the Board, or Property Manager acting on behalf of the Board.

In no case shall a Pergola obstruct the view of a neighbour. Vegetation growing up or over a Pergola will be trimmed in such a manner as to permit clear sight lines by neighbours and shall be kept free of noxious weeds or other detritus.

## **TREE REPLACEMENT POLICY**

This policy refers only to trees that were planted during original construction by the Developer that have died or are diseased such that they must be removed to protect other trees. The Association will remove said trees at no cost to the owner.

If the homeowner wishes the Association to replace the tree it will plant a sapling in the approximate location as the removed tree, at no cost to the owner, but the Association's cost will not exceed \$100 .

In the event that an owner wishes a more substantial tree replacement the owner may, after obtaining approval from the Association, engage a reputable firm to carry out the removal and replacement.

Location and species must be determined by mutual agreement between the owner and the Association.

The owner must submit a copy of the paid invoice to the Association before being reimbursed for the maximum \$100.

It shall be the responsibility of the owner to care for and maintain the replacement tree, including but not exclusively, watering, fertilization and ground level pruning. Should the replacement tree subsequently die it shall be the owner's sole responsibility to replace the tree unless the cause of the tree dying is as a direct result of Association action.

### **CONCRETE POURED DRIVEWAYS**

As our existing interlocking brick continues to deteriorate owners may , request to replace the existing material with poured concrete. Should this occur the following caveats must be satisfied prior to the Board's approval for this improvement:

The owner shall send:

a plan of improvement, identifying the proposed contractor and receive Board approval, prior to implementing the project;

the plan must provide a non-coloured cement and design;

written proof of agreement among all users, where there are common elements;

substantiation that the contractor is experienced in installing poured concrete.

The owner will provide, prior to approval, a written undertaking that the Board has the right to access and repair necessary services which are buried under the concrete, specifically but not exclusively, Association owned sprinkler lines.

In the event that the Board accedes to the request it must be clearly understood that:

The cost for such a project shall be the owner's responsibility;

The Association shall not be responsible for any future repairs or alterations to the concrete;

The Association requests that any re-useable bricks be returned to the Association.

That any damage accruing to the concrete from such repairs will be the responsibility of the owner to repair;

The owner shall maintain the concrete to the standard established, from time to time, by the Board. Failure to do so will result in the Association repairing the concrete at the owner's expense.

This agreement shall be binding on all future owners.

### **STORM DAMAGE (Insurable Losses) POLICY**

Repairs to any building component which is the Association's responsibility to maintain or repair that is due to an insurable peril (as defined in a standard insurance policy but not limited to fire,

wind damage, earthquake, tornado, hurricane, flood, sewer backup, explosion, hail, smoke, impact, mould, terrorism, water escape, etc.) must be repaired by the homeowner.

The Association will reimburse the homeowner (upon proof of payment) the amount of their insurance deductible to a maximum of one thousand dollars (\$1000.00).

### **COST FOR SERVICE CALL**

Where the Property Manager is notified about damage to any unit and a service call determines that the issue is not the responsibility of the Association for repair or replacement, the cost of the service call shall be billed to the owner of the townhome unit.