

ARBOR HILLS CONDOMINIUM ASSOCIATION NEIGHBORHOOD POLICIES

(Amended February 23, 2017)

Dear Arbor Hills Co-owners:

In an effort to maintain our high standards of community organization and care, these policies have been established for Arbor Hill's residents and their guests in addition to the Bylaws and Master Deed which you, as a co-owner, agreed to at the time of the purchase of your Arbor Hills unit. Electronic copies of the Master Deed and Bylaws are accessible through the web site, www.arbor-hills.org and paper copies are available for purchase from the Association. The Ann Arbor City Code is available through the web site, www.a2gov.org/government/city_administration/City_Clerk/Ordinances or by contacting the City Clerks' Office.

1. **Grass:** Grass can be no longer than 6" in length and clippings shall be removed from sidewalk and road areas. If you will be traveling, please be certain to arrange to have your unit mowed, otherwise the City or the Association can have the unit mowed at the unit owner's expense. Clippings shall NOT be put into the street drains, parks or dumped into the common areas. Also refer to City Code, Chapter 40, 3:16
2. **Pets:** Animals shall be leashed and attended by a responsible person at all times. Each pet owner shall be responsible for collection and proper disposition of all fecal matter. Also refer to City Code, Chapter 107, 9:47
3. **Exterior Changes to your Home or Yard:** Any exterior changes or modifications to your home must be approved by the Association including decks, fences, changes in exterior paint color or material, radon pipes, landscaping changes that affect drainage, walk out basements, sidewalks, and driveways. Satellite dishes are excluded as they are exempt by federal law. An Alteration /Modification form must be submitted to the management company and approved by the Board before making the changes or modifications. All modifications must be completed within one year of Board approval. All exterior paint, exterior construction material, or roof replacement color schemes shall comply with the natural and earth tone appearance of the neighborhood to ensure a desirable residential district. Also refer to Master Deed, Section 7.9
4. **Wetlands and Common Areas:** No co-owner may remove vegetation from the wetlands or common areas. The dumping of any materials, such as dead trees, grass clippings and refuse is strictly forbidden. Pumping water from the wetlands is prohibited. Also refer to Chapter 60 of the City Code and Master Deed, Section 7.11.

5. **Storm Water Drains:** Please keep any drains in your yard area or on the street near your home clear of debris. Materials like grass, leaves, snow or ice can keep storm water from draining and can cause flooding across roads and into yards. Dumping into these drains is prohibited.

6. **Garbage/Recycling/Compost Collection:** City ordinance requires trash, recycling and compost bins to be put out no earlier than 6pm on the day prior to the pickup (Wednesday). All items shall be secured to prevent winds from blowing them around the neighborhood. Bins must be removed from street sides within 12 hours of pickup and must be stored inside. After the pickups, any remaining trash, recycling or compost material must be promptly removed within 12 hours or the Association can have it removed at the owner's expense.

7. **Snow removal from sidewalks:** It is the responsibility of each co-owner to maintain the sidewalk areas by their unit by keeping them clear of snow and ice. This is to be done within 24 hours after an accumulation of snow greater than 1 inch. Ice is to be treated immediately with sand, salt or other substance to prevent it from being slippery. All ice shall be removed within 24 hours of accumulation. This snow/ice removal requirement is in accordance with Ann Arbor City Code, Chapter 49. Co-owners who fail to keep their sidewalks clear on a timely basis may have the removal done at their expense and be subject to fines. Sidewalks will be inspected on a regular basis and written notices will be sent to violators.

8. **Street Parking:** In the event of snow, cars shall be moved from the street to allow the snowplow to clear the entire roadway. Any vehicle parked in the street after a snowfall with an accumulation of greater than 1 ½ inches will be towed at the owner's expense. Vehicles may not be stored on the common element roadway or limited common element driveway.

9. **Signs:** No signs or other advertising devices of any kind, other than signs for the purpose of property sale are permitted.

10. **Aesthetics:** All units are to be kept properly maintained, trimmed and free of debris. No debris, garbage, or trimmings shall be burned at any time or place within the Condominium. Every co-owner shall promptly dispose of all refuse and garbage so that it will not be objectionable to the neighboring co-owner. No outside storage for refuse or garbage or outside incinerator shall be maintained or used. No material may be placed or stored on the sidewalk in front of your unit. Firewood must be stacked neatly at the rear of the house, unless the house is on a corner lot. On corner lots, firewood must be neatly stacked at the side of the house not facing the street. Sidewalks must be free of debris and other materials or items at all times. Also refer to Bylaws, Section 6.

11. **Street Safety:** Co-owners shall not place any basketball goals, hockey goals, or any other permanent or temporary equipment onto streets for the purpose of allowing play on the streets. Additionally, this type of equipment shall not be placed onto the common areas with the purpose of using the streets for a playing surface.

12. **Unit Rental/Leasing:** All tenants and non-owner occupants must comply with the conditions of the Association policies, regulations and governing documents and all lease and rentals agreements shall

state so. The owner has 15 days after notification of a tenant or occupant violation to investigate and correct or appeal the violation, or the co-owner and the tenant/occupant can all be subject to any damages and violation penalties and the Association can also start an action of tenant/occupant eviction. Separately, if a co-owner has an overdue Association balance, the Association can directly bill the tenant for the amounts due and for future balances. The tenant is allowed to deduct any amount paid to the Association from the rent due to the owner without legally breaching any lease or rental agreement. Also refer to Bylaws, Section 6.21 and the Michigan Condominium Act.

13. **Satellite Dish & Antenna Safety:** Under a Federal Communications Commission order, homeowners have a limited right to install a satellite dish or receiving antenna on their unit for fixed wireless signals like subscription television, telephone and internet access. A satellite dish may not exceed one meter (3.3 feet) in diameter. Location of the satellite dish or antenna is limited to the space defined by your unit property (either inside your dwelling or in an area outside your dwelling) of which you have exclusive use. Your installation must comply with reasonable safety standards; may not interfere with any common elements or any cable, telephone or electrical systems of neighboring properties; and may not restrict egress from a home. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured in fixed and permanent installation by one of three methods: 1) securely attaching it to a heavy object such as a mounting slab embedded in the earth; 2) securely attaching it to a part of the building's exterior that lies within your unit; or 3) via an FCC compliant mast anchored in your yard. The entire antenna installation must be FCC compliant; may not intrude on to common areas or on to any other unit; and shall match or shall be painted to match the natural and earth tone appearance of the neighborhood. Also refer to FCC OTARD Rule, 47 DFR Section 1.4000 and the FCC OTARD Fact Sheet.

14. **Tree's:** Routine inspections of trees on Association grounds shall be undertaken periodically by qualified personnel. Any identified problems are to be reported to the Board and to the membership for action within a specified time frame – by the responsible party.

The responsible party for any tree problem is defined as the owner of the common element or Unit (Lot) on which the problem tree is located, whether near the street, on a lot or common area, or in a wetland, woodland or public right of way.

Unless safety and health is determined and cited in the Report (or Notice to Homeowner) to require immediate attention, the time frame for the responsible party to correct the identified tree problem shall be no less than 30-days.

In the event of safety or health exigencies – and AFTER expiration of whatever Noticed period of time for corrective care has passed - the Association shall exercise its authority to accelerate the requirement for action to be taken. Pursuant to a second and final Notice, the Association shall undertake the work, itself, under the authority vested in it by the Master Deed and Bylaws.

In such cases where there is an absence of performance by the respective co-owner(s) and the Association has exercised its authority to act for safety or other reasons, AHCA shall recover all costs related to the action(s) taken in the manner provided for in AHCA Bylaws, Article 2.

15. Association Dues Assessment & Outstanding Homeowner Accounts: These circumstances, fees, and violations are separately addressed under the document, Collection of Association Fees and Charges. Also, any co-owner with outstanding account balances beyond nine months including those with violation fees are subject to a lien on their unit and are responsible for any administrative and legal fees related to the lien and the collection of payment. Co-owners are responsible for any late fees incurred until the outstanding account balance has been cleared. Also refer to Bylaws, Section 2.5.1.

Penalties: The violations of any of the provisions of the Condominium Documents or policies, rules, and regulations of the Association by any residents or their guests shall be grounds for assessment by the Board of Directors of monetary fines for such violations to the co-owners of the unit, and tenants when applicable.

Hearings: Per the Michigan Condominium Act, a hearing will be held before any fine is assessed to a non-compliant co-owner, specifically to verify the existence of the violation over which the fine is contemplated to be issued. The coowner will be allowed the opportunity to present an appeal to the Arbor Hills Board of Directors (in person or in writing) at the hearing scheduled for this purpose. If the co-owner or the co-owner's legal representative fails to appear or respond in writing to present the appeal at the scheduled hearing, the co-owner forfeits the right to appeal the alleged violation and penalties will be assessed for the violation unless the Board approves a continuance for the appeal at that meeting.

Fines: No fine shall be levied for the first violation. No association fines shall exceed twenty-five (\$25.00) dollars for the second violation, fifty dollars (\$50.00) for the third violation, or one hundred (\$100.00) dollars for any subsequent violations. Homeowners are responsible for penalties assessed by the City of Ann Arbor, separately from Association fines. For information on penalties assessed by the City, refer to the appropriate chapter of the Ann Arbor City Code.

The Board of Directors would like to thank you for your cooperation and understanding in these matters. We all have the same goal of keeping Arbor Hills a safe, friendly and great place to live.