

**ARBOR HILL CONDOMINIUM ASSOCIATION NEIGHBORHOOD POLICIES**  
**(Amended September 2007)**

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 Hills residents and their guests in addition to the Bylaws and Master Deed and 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, <http://www.arbor-hills.com> and paper copies are available for purchase from the Association. The Ann Arbor City Code is electronically available through the web site, <http://www.ci.ann-arbor.mi.us/CityAdministration/Clerks/citycode.html> or by contacting the City Clerk's 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 and excluding satellite dishes which are exempt by federal law. An Alteration/Modification form must be submitted to the management company, Select Management 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 Christmas trees, 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 Collection:** City ordinance requires trash cans and recycling to be put out no earlier than 6 pm on the day prior to the pickup of trash (Wednesday). All recycling shall be secured to prevent winds from blowing papers, plastic bottles, and other recyclable materials around the neighborhood. Trash containers and recycling bins must be removed from street sides within 12 hours of pickup and must be stored inside. After the trash and recycling pickups, any remaining trash or recycling 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 1½ inches will be towed at the owner's expenses. Vehicles may not be stored on the common element roadway or limited common element driveway.
9. **For Sale Signs:** Only one-day signs may be posted at the front entrance.

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 or rear of the house. 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 rental 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.
13. **Satellite Dish and Antennae Safety Policy.** 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 slab of concrete; (2) securely attaching it to a part of the building's exterior that lies within your unit or (3) or 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 C.F.R. Section 1.4000 and the FCC OTARD Fact Sheet.
14. **Association Dues Assessment and Outstanding Homeowner Accounts.** These circumstances, fees, and violations are separately addressed under the document, Collection of Association Fees and Charges. Also, any co-owners with outstanding account balances beyond 120 days 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 violation 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. 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.

**Appeals.** The co-owner must contact the management company, Select Management, and clearly state an intent to appeal a violation within a 30 day period following the notification of the first occurrence of the violation or the co-owner will be responsible for the full amount of the assessed fines and any related fees including legal and administrative fees associated with a subsequent lien. If the management company is contacted regarding the intent to appeal, the co-owner will be allowed the opportunity to present the appeal to the Arbor Hills Board of Directors at a hearing during the next scheduled Board meeting. If the co-owner or the co-owner's legal representative fails to appear to present the appeal at the next scheduled Board meeting, 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.

The Board of Directors and Select Management 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!