

New Arbor Hills Neighbor:

Welcome to the neighborhood!

We are currently working on compiling a handbook for new residents, but until it's complete, we want to make sure that you have access to vital information about your home ownership in the Arbor Hills neighborhood.

As an Arbor Hills homeowner, your home is a part of a unique planned unit development (PUD) and you are part of the Arbor Hills Condominium Association. In many ways, your home ownership is the same as most residential homes, but there are some differences.

Because the neighborhood is a PUD, we have State of Michigan regulated Bylaws that define the neighborhood. Along with the Bylaws, there are the Neighborhood Policies that have been set forth by the Association's Board of Directors to clarify portions of the Bylaws, and to maintain the aesthetics of the neighborhood. A copy of the Neighborhood Policies should be provided along with this letter and can also be found on the Association's web site (www.arbor-hills.com), along with a complete copy of the Association's Bylaws.

Please note that as you make changes to your new home, exterior additions or changes, such as building a new deck or fence, these will need to be approved by the Association, before the work is started. The approvals are required to ensure Association aesthetic and architectural compliance. For more information on how to submit an Alteration/Modification Request to the Association for approval, please refer to the Association web site or contact our management company, Select Management.

As part of the Association, you own indivisibly, an equal portion of the common elements belonging to the Association. This includes the neighborhood roads, streetlights, and several woodland and wetland common areas. Some services like street repair, street snowplowing, and changing of the streetlights are provided by the Association, while others like garbage collection, recycling, and Kilburn Park are handled by the City of Ann Arbor. The Association provided services are handled through the management company with Board approval, and are completed by contractors hired on the Association's behalf. Please contact Select Management or complete a web work request form, if you need to report a streetlight that is out or other issues related to Association provided services. Home related projects/repairs contained within your house (your unit) are your responsibility as the owner.

By unit, your Association dues cover an equal portion of the cost of providing these services, and for current and future maintenance of the common elements, along with other Association costs and are paid to accounts administrated by the management company. If you have questions regarding dues billing, please contact Select Management.

To contact Select Management:

Shireen Williams

Phone: (734) 663-1900 ext. 229

Fax: (734) 663-0809

www.thecondopros.com

For more information about our neighborhood and the Association, please visit our web site: **www.arbor-hills.com**

Sincerely,

The Welcome Committee

Arbor Hills Condominium Association

**COLLECTION OF ASSOCIATION FEES ASSESSMENTS AND SERVICE CHARGES
ARBOR HILLS ASSOCIATION**

- A. All annual fees are payable in two equal installments, January 1st and July 1st, carrying no interest charge if paid on the first. Semi-annual installments not paid by the close of business on the 10th of the month that they are due shall be considered in arrears and subject to all penalties and interest charges as of the 1st of the month due.
- B. Past due charges for Association Fees are as follows: (all amounts listed below are cumulative).
1. A “Notice of Delinquency” is sent after 10 days from the due date - a fee of \$25.00 will then be charged to the homeowners account.
 2. A second “Notice of Delinquency” is sent after 30 days from the past due date - a fee of \$25.00 will then be charged to the homeowners account. A \$25.00 late fee is charged every month following until the account is paid in full.
 3. A “Notice of Intent to Lien” is sent by the attorney after 90 days past due - a fee of \$100.00, plus legal fees, is then charged to the homeowners account.
 4. After 120 days past due, the lien is processed by the attorney. Additional legal fees will be charged to the homeowner's account.
 5. If the past due amount is paid after the lien is processed by the attorney, additional legal fees will be charged to the homeowner's account to process a discharge of lien.
 6. If the dues are still not paid after 120 days, the Board of Directors has the option to file a lawsuit or proceed with foreclosure. The homeowner will be charged for the court costs incurred (est. \$1,000).
- C. Checks returned by the bank as not collectible shall be subject to a charge of twenty-five dollars (\$25.00). If the co-owner has two checks returned to the Association as not collectible, future payments may be required by the Association to be made by certified check, cashiers check or money order.
- D. Any moneys received by the Association shall be first applied to the amounts owed to the Association the longest; any remaining amount will then be applied to current obligations. Any co-owner contesting amounts due the Association may make payment for all amounts not contested and must accompany the payment with a signed notice of intent to contest specific amounts. Specific positive action to clarify the reasons for contesting the amounts due and resolve the conflict must be filed with the Association Business Office within ten business days.
- E. The violation of any of the provisions of the Site Condominium Documents by any co-owner shall be grounds for assessment by the Board of Directors of monetary fines for such violations. No fine shall be levied for the first violation. No 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.
- F. The managing agent for the Association is acting as an agent of the Association only to collect regular assessments and is not a collection agency or debt collector.

Dear Arbor Hills Condominium Association (AHCA) homeowners and residents:

Enclosed with this letter is a document entitled AHCA Neighborhood Policies. This document has been recently revised and lists some very important neighborhood issues that the Board of Directors has had to be concerned with. We are an association of 200 homes and are collectively governed by our by-laws, by-law amendments, and by policies set forth by the Board of Directors. The Board has updated and clarified the policies to make very clear specific requirements. Unfortunately, all homeowners haven't complied with these policies. Most homeowners in the neighborhood recognize the requirements and comply very nicely. However, there are some that have not complied and many of these have not responded to communications that have been directed to them. The Association has incurred legal fees while trying to resolve some of the homeowner issues. The Board after due consideration and feedback received from the attending homeowners at the annual meetings has decided to be more active and pursue the unresponsive and offending homeowners through the legal process. Initially, this will be costly as we incur legal fees but ultimately the offending party will be liable for the fees. Any unresolved legal fees will drive up our annual association dues. The purpose of this course of action is to provide an aesthetically pleasing neighborhood for all the residents of Arbor Hills.

These are some of the more repetitive and common issues facing AHCA and the Board:

1. The use of the common areas and streets for sports equipment such as basketball and hockey goals. The Board can't ignore these situations because of legal liability issues should someone be injured or worse.
2. Homeowners that store the refuse/garbage containers outside of their home in violation of by-laws. Discarded household items that are placed curbside for someone to pick up. These are unsightly, unsanitary practices and do not represent the neighborhood in a pleasing manner. Collectively, these practices bring down the value of our homes and the community.
3. Not replacing the Ash street trees that were killed by the emerald ash borer and allowing sprouts to grow from the roots. As the sprout grows, it will be infected by the borer and the tree will die.
4. Lawns that are not properly maintained during the growing season and tree rings that are broken and overgrown with grass, plants, or weeds.
5. Recycling bins that are not properly put out, such as ensuring that papers, plastic bottles, and metal cans are not blowing around into the streets and yards on windy collection days.
6. Failure to pay association dues on a timely basis and therefore incurring late fees, legal fees, and not paying any of the aforementioned.
7. Mail boxes that are so broken, rusted, and poorly mounted that they are an eyesore. One mailbox in the neighborhood has been tied down with twine to hold it in place! This is unacceptable.
8. Materials such as wood, wood pallets, bricks, and lumber stored along the side of the house and visible from the street.
- 10 Homeowners that walk their dogs unleashed thus violating City code and AHCA by-laws. Also, allowing their dogs to urinate onto their neighbor's lawns or trees, thus killing the grass or tree.
11. Parking of cars in the streets opposite the flow of traffic.
12. Leaving holiday lights up the year around.

When combined, these types of problems and others have contributed to the general decline of the aesthetics of the neighborhood. Let's all join together and make Arbor Hills the most desirable neighborhood in Ann Arbor.

Your Arbor Hills Board of Directors

Revised June 2007

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!