

**ARBOR HEIGHTS  
CONDOMINIUM ASSOCIATION  
HANDBOOK**

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## Welcome to Arbor Heights

We hope you enjoy your stay and want you to know that we take pride in making Arbor Heights a pleasant, caring community.

With that in mind, please carefully read the attached guidelines which were established for the overall good of the community. This handbook is not a substitute for Co-owners and tenants reading and understanding the Association's core Condominium Documents (Master Deed and Bylaws), rather it is a supplement to those standards that we live by in order keep Arbor Heights Condominiums a beautiful community.

If after reading this material there are any issues which are unclear, or if you have any questions, please feel free to call property management or ask a board member.

## Helpful Info

### Reminders

- **Emergencies** – We suggest that you leave a key with a neighbor or someone nearby and register this individual with management as a contact in the event of emergency with your building.
- **Annual Meeting** – The Association’s annual meeting is held in December. Visit website for details.
- **Insurance** – Co-owners must file a copy of their insurance policy with management.
- **Mortgages** – Co-owners must file mortgage information on any unit with management.
- **Leasing** – Non-Resident Co-owners must submit a Tenant Information sheet to management at least 10 days before leasing a unit. A signed Lease Addendum must be submitted after the lease is signed.
- **Parking** – Each resident shall register their vehicle(s) and park in their assigned space. Only one parking sticker is issued to residents with multiple vehicles. The 2<sup>nd</sup> may be parked in guess parking.
- **Trash** – Garbage pick-up is on Tuesday.
- **Payment Coupon Book** – Please contact management should you need a book.
- **Laundry Room Key** – Contact management for a replacement laundry room key (\$6).
- **Mailbox Key** – Contact the local U.S. Post Office for a replacement key. Proof of residency is required.
- **Condominium Documents** – Available on the Association’s website.
- **Association Website** – [www.arborheightscondos.com](http://www.arborheightscondos.com); Registration is necessary to gain access to sensitive Association documents and forms. Access is only granted to Co-owners, residents and those on a ‘need to know’ basis.

### Important Numbers

- **H&E Property Management** – 734-415-3556
- **Pittsfield Building Services** – 734-822-3125
- **Pittsfield Treasurer** – 734-822-3140
- **Pittsfield Police & Fire** – 734-822-4911 (non-emergency)
- **Emergency** – 911

H&E Property Management, LLC

46036 Michigan Ave., #186

Canton, MI 48188

Email: [corp.hepm@gmail.com](mailto:corp.hepm@gmail.com)

Phone: 734-415-3556

Fax: Number issued by request

Contacts: Hadeed Muhammad and Eborra Green

Hours: 9:30 a.m. – 5:30 pm M-F

## Rules, Resolutions, and Restrictions

### Arbor Heights Rules Summary (Updated May 16, 2018)

Like all condominium associations, Arbor Heights has adopted rules to assist in the management of the site. Below is an updated summary to assist you in understanding the expectation of all residents. For further rules and /or restrictions, please check your Bylaws and Amendments.

#### Parking and Automobiles:

- All vehicles must be registered to park in their assigned space.
- No more than 2 vehicles may be registered per unit to park on site.
- Residents shall park only one vehicle in the parking space assigned to their unit.
- Vehicle washing, maintenance, or repair work is not allowed anywhere on site.
- House trailers, commercial vehicles, boat trailers, camping vehicles, mobile homes, motor homes or snowmobile trailers are not allowed to be parked on site.
- Unregistered, unauthorized, disabled and/or illegally parked vehicles will be towed randomly from the site at the owner's expense.

#### Common and Limited Common Elements:

- Dogs are not allowed on site and cannot be housed in any unit at Arbor Heights.
- Other pets of any kind are not allowed on the common areas, leashed or otherwise, unless attended by the owners.
- Household trash must be placed inside the dumpsters.
- Large items such as furniture, couches, mattresses, large appliances, water heaters, and refrigerators cannot be placed in or next to the dumpsters. Disposal of these types of items is the responsibility of the resident and/or unit owner.
- Balconies, patio wells, stairwells shall not be used for storage of supplies, construction materials, personal property, trash, or refuse of any kind.
- Drying of clothes or other fabrics is not allowed on the balconies, stairwells, or patio wells.
- Per Fire Code, only gas or electric barbecue grills are permitted to be used on the balconies, patio wells or stairwells. No charcoal grills are allowed in these areas.
- Only one satellite dish per balcony is allowed.
- No motor vehicles are allowed in the courtyard (i.e. delivery, moving, or maintenance trucks) without specific authorization from the board of Directors due to the existing complex subsurface drainage system.
- Window treatments must be white hemmed curtains and/or blinds. Sheets, blankets, table clothes, shower curtains, and the like are not allowed to be used for window treatment.
- Laundry rooms are only to be used during posted hours out of consideration of those who live adjacent to the laundry rooms.
- Laundry room trash receptacles are not to be used for household trash or any type of food items. Please help keep the laundry rooms clean and tidy.
- The sale and use of marijuana and illegal narcotics is strictly forbidden.

#### Miscellaneous:

- The hours between 11 p.m. and 8 a.m. shall be deemed quiet hours. During these hours residents are expected to keep noise to reasonable levels.
- Playing music in units and automobiles should be kept to a reasonable level at all times.
- Residents are encouraged to contact Pittsfield Township Police Department to report suspicious activities and/or excessive noise regardless of the time of day.

## Common Elements

### Stairwells, Balconies, and Patio Wells Policy

The Common Elements, Limited or General shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind.

- Stairwells, balconies, patio wells (all are limited common elements) shall not be used for storage, nor for the drying or airing of clothing or other fabrics.
- Sidewalks, yards, driveways, parking areas, patios, stairs and landings shall not be obstructed in any way
- Failure to comply with the above rule will result in an initial warning to correct within 10 days. A second violation is \$25. A third violation is \$50. Subsequent violations are \$100. All of which will be assessed against the Co-owner at the end of each in which the violation occurs.

### Sign Policy

- No signs or advertising devices may be displayed which are visible from the exterior of a condominium unit (i.e.: "for sale" signs and "for rent" signs) without written permission from the Association.)
- Failure to comply with the above rule will result in an initial warning to correct within 10 days. A second violation is \$25. A third violation is \$50. Subsequent violations are \$100. All of which will be assessed against the Co-owner at the end of each in which the violation occurs.

### Trash Policy

- Trash is to be placed inside the dumpsters and may not be left on the ground either inside or outside of the dumpster corral.
- Co-owners are responsible for making arrangements for the removal of refuse too large to be bagged and tied.
- Trash pick-up is on Tuesday morning.
- Failure to comply with the above rule will result in an initial warning to correct within 10 days. A second violation is \$25. A third violation is \$50. Subsequent violations are \$100. All of which will be assessed against the Co-owner at the end of each in which the violation occurs.

## Parking and Automobiles

### Parking Policy

- All vehicles must be registered with the Association to park in their assigned space.
- No more than 2 vehicles may be registered per unit to park onsite.
- Each resident shall park their vehicle in the space assigned to their unit. Parking in the fire lane is illegal. Any non-registered or non-operation vehicle, vehicles parked in the fire lanes and/or on the sidewalks will be towed at owner's expense.
- Residents shall park only one vehicle in the parking space assigned to their unit.
- Register vehicles on the Association's website. One parking sticker will be mailed to registrants.
- Failure to comply may result in the vehicle being towed at the owner's expense.

### Unauthorized Vehicle Storage Policy

- No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, mobile homes, motor homes, snowmobiles or snowmobile trailers may be parked or stored upon the premises of the condominium unless specifically approved by the Association.
- No inoperative vehicles of any type may be brought or stored on the premises such as expired tags, flat tires, etc.
- Failure to comply may result in the vehicle being towed at the owner's expense.

### Unauthorized Activities Policy

- Automobiles and other vehicles may not be washed on the property
- Vehicle washing, maintenance, or repair work is not allowed anywhere on site.
- Failure to comply with the above rule will result in an initial warning to correct within 10 days. A second violation is \$25. A third violation is \$50. Subsequent violations are \$100. All of which will be assessed against the Co-owner at the end of each in which the violation occurs.

### Sakstrups Towing

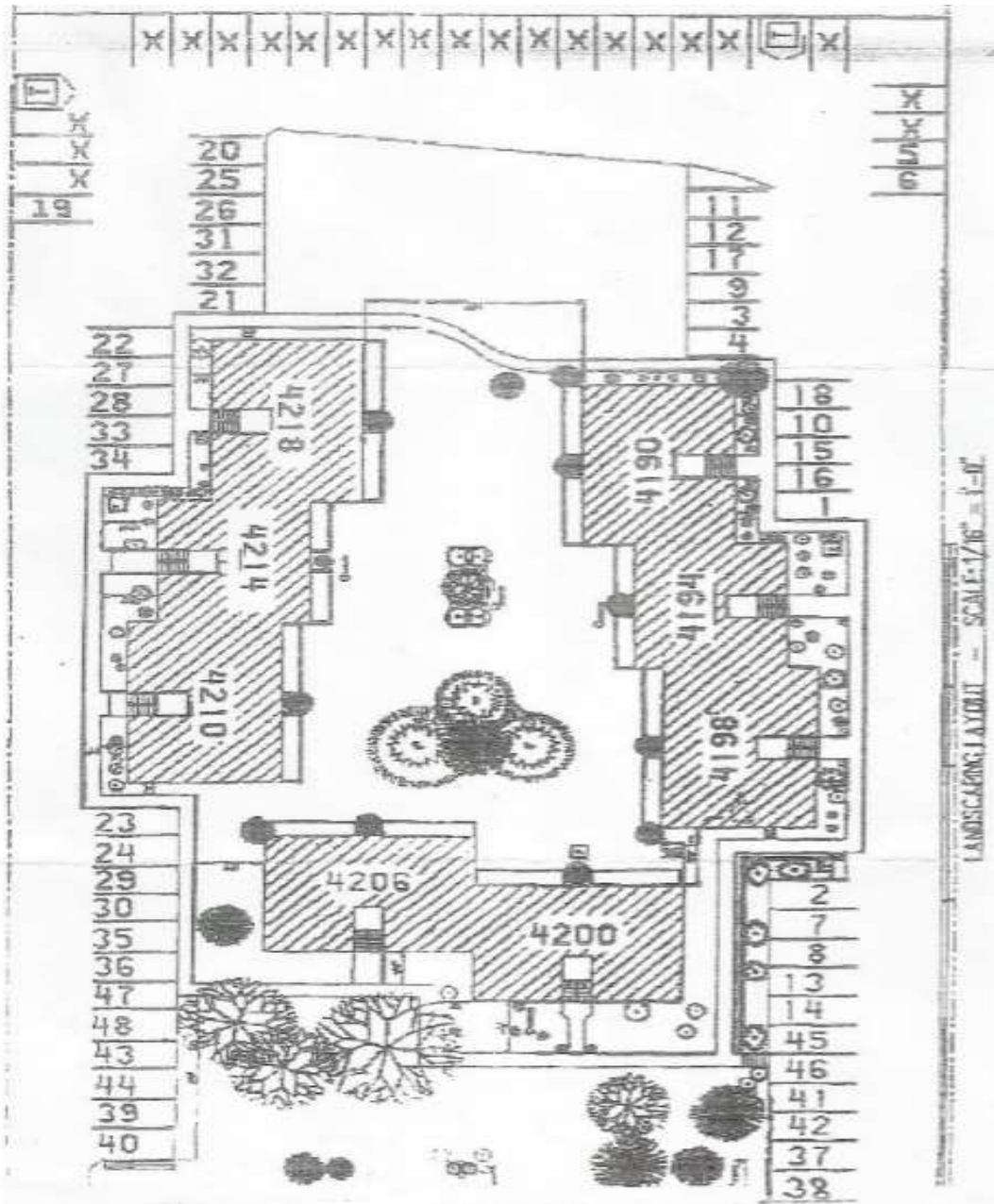
- Retrieve towed vehicles at Sakstrups, 5600 S. State Road, Ann Arbor, MI 48108
- Dispatch: 734-971-5400 open 24hrs per day
- Fees:
  - \$50 - \$100 – Drop a hooked-up vehicle (depending on hook-up)
  - \$165 – Impound
  - \$40 – State of Michigan paper work
  - \$20 – Sakstrups daily storage

\*\*\* Vehicle will be called into the police before it leaves the property

ARBOR HEIGHTS CONDOMINIUM ASSOCIATION

Parking Assignments

Building 4190		Building 4194		Building 4198		Building 4200		Building 4206		Building 4210		Building 4214		Building 4218	
Unit	#	Unit	#	Unit	#	Unit	#	Unit	#	Unit	#	Unit	#	Unit	#
1	05	1	03	1	01	1	38	1	40	1	23	1	21	1	19
2	06	2	04	2	02	2	37	2	39	2	24	2	22	2	20
3	11	3	09	3	07	3	42	3	44	3	29	3	27	3	25
4	12	4	10	4	08	4	41	4	43	4	30	4	28	4	26
5	17	5	15	5	13	5	46	5	48	5	35	5	33	5	31
6	18	6	16	6	14	6	45	6	47	6	36	6	34	6	32



## Pets

### Resolution of the Board of Directors

Enacted September 18, 1995 and shall be effective on November 1, 1995

Subject: Dogs

WHEREAS, and in accordance with the Master Deed and Bylaws of the Arbor Heights Condominium Association, the Board of Directors is authorized and empower to govern the affairs of the Association including controlling the conduct of co-owners and their pets, and preventing adverse impact on the general and limited common elements, and,

WHEREAS, the Board of Directors is aware that dog feces on the common element has been continues to be a chronic problem, creating a health hazard, a sanitation and housekeeping problem, damage to the common elements (dead grass), and that repeated notices to co-owners and non-co-owner occupants have had a negligible effect,

WHEREAS, the Board of Directors is required to provide for maintenance, protection and improvement of the Common Elements, and is required to protect the Association from liability whenever possible,

NOW, THEREFORE, BE IT RESOLVED that dogs of any size or shape are not permitted to be kept anywhere within any Arbor Heights Condominium Association unit or on any common elements. It is the intent that this rule shall be applicable to all Owners, tenants, guests, invitees, or any other who may reside in the community and this resolution shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors.

### Arbor Heights Policy

- No dogs are allowed at Arbor Heights
- Pets are not allowed on the common elements, leashed or otherwise, unless attended by their owners
- Any damage caused by an animal is the responsibility of the co-owner in whose unit it is lodged. The co-owner must indemnify the association for any damages attributed to the animal.
- No pet shall be permitted to be kept if it is deemed obnoxious due to noise, odor, or unsanitary conditions.
- Immediate and thorough pickup of feces deposited by an animal is the responsibility of the co-owner in whose unit the animal is lodged.
- It is the responsibility of any animal owner to be responsive to the problems that any pet may cause to other co-owners or property.
- Failure to comply with the above rule will result in a fine of \$100, which will be assessed against the Co-owner. Further fines of \$100 will be assessed against the Co-owner at the end of each subsequent month in which a dog is housed in the unit.

## Noise

## Resolution of the Board of Directors

Re-enacted May 16, 2018 and shall be effective on July 1, 2018

Subject: Noise Policy

WHEREAS, and in accordance with Article 1, Section 4., (a), (9) of the Amended Bylaws of the Arbor Heights Condominium Association, the Board of Directors is authorized and empowered to govern the affairs of the Association including the establishment of reasonable rules and regulations, and,

WHEREAS, the Association Board has received many complaints about noise in the last six months, and,

WHEREAS, the construction and design of Arbor Heights is such that noise can be particularly disruptive and annoying, and,

WHEREAS, the Association requires a clear policy which set reasonable and enforceable limits on noise levels within the Arbor Heights Condominium Association,

NOW, THEREFOR, BE IT RESOLVED that the following policy will set guidelines for what will be considered unacceptable noise in the Arbor Heights Condominium Association.

1. In accordance with Article VI, Section 4., of the Amended Bylaws of the Arbor Heights Condominium Association, no unreasonably noisy activity shall be carried on in any unit or on the common elements.
2. The hours between 11:00 p.m. and 8:00 a.m. shall be deemed quiet hours. During these hours all residents are expected to keep noise to reasonable, low levels.
3. Reasonable, low levels of noise are defined as speech quiet enough that specific words cannot be understood, or music that is quiet enough that it cannot be identified or felt through a wall, floor or window.

## Arbor Heights Policy

- The hours between 11 p.m. and 8 a.m. shall be deemed quiet hours. During these hours residents are expected to keep noise to reasonable levels.
- Playing music in units and automobiles should be kept to a reasonable level always.
- Failure to comply with the above rule will result in an initial warning. A second violation is \$25. A third violation is \$50. Subsequent violations are \$100. All of which will be assessed against the Co-owner at the end of each in which the violation occurs.

## Narcotics

## Resolution of the Board of Directors

Enacted May 16, 2018 and shall be effective on July 1, 2018

Subject: Narcotics Policy

WHEREAS, and in accordance with Article VI, Section 4 of the Amended Bylaws of the Arbor Heights Condominium Association, the Board of Directors is authorized and empowered to govern the affairs of the Association including the establishment of reasonable rules and regulations, and,

WHEREAS, the Association Board has received many complaints about suspicious activities observed or smelled relating to narcotics, and,

WHEREAS, the sale and use of marijuana as well as other illegal narcotics is strictly forbidden both under law and in accordance with the Arbor Heights Condominium's By-Laws. Specifically, Article VI Section 4 states no immoral, improper, unlawful, or offensive activity shall be carried on in any Unit or upon the Common Elements, limited or General, nor shall anything be done which may become an annoyance or a nuisance to the Co-owners of the Condominium, and,

WHEREAS, if such activities are observed or smelled necessary steps will be made to prevent such activities including assessment of fines, reporting to law enforcement, and possible eviction, and,

WHEREAS, while the Board understands that the use of marijuana for medical purposes is legal in Michigan, Michigan Courts have found that the smell of marijuana radiating is a nuisance.

NOW, THEREFORE, BE IT RESOLVED that the following policy will set guidelines for what will be considered unacceptable activities regarding narcotics in the Arbor Heights Condominium Association.

1. If such activities are observed or smelled necessary steps will be made to prevent such activities including assessment of fines, reporting to law enforcement, and possible eviction.
2. If you are a legal medical marijuana user, please take the necessary steps to limit the smell from exiting your condo and effecting other residents. If you fail to confine the smell to your condo the Board will take further action against you.

## Arbor Heights Policy

- The illegal sale and use of marijuana and illegal narcotics is strictly forbidden.
- Medical marijuana users must take steps to limit the smell from exiting their unit
- Failure to comply with the above rule will result in an initial warning. A second violation is \$25. A third violation is \$50. Subsequent violations are \$100. All of which will be assessed against the Co-owner at the end of each in which the violation occurs.
- Additional actions may include reporting to law enforcement and possible eviction.

## Barbequing

### Resolution of the Board of Directors

Re-enacted May 16, 2018 and shall be effective on July 1, 2018

Subject: Barbeque Policy

WHEREAS, and in accordance with Article 1, Section 4., (a), (9) of the Amended Bylaws of the Arbor Heights Condominium Association, the Board of Directors is authorized and empowered to govern the affairs of the Association including the establishment of reasonable rules and regulations, and,

WHEREAS, the Association Board is aware that many Arbor Heights residents are using barbecue grills on their balconies and patio wells, and,

WHEREAS, the use of wood and charcoal fired grills on balconies is against fire code and unsafe, and their use is patio wells is unsafe, and,

WHEREAS, the Association requires a clear policy on the issue of the use of barbecue grills on balconies and patio wells in the Association,

NOW, THEREFOR, BE IT RESOLVED, that the use of wood or charcoal fired barbecue grills on either balconies or patio wells is against Association policy. Residents wishing to barbecue may do so in the central court yard as long as the grills are placed at least fifteen feet from any building, are directly supervised while hot and as long as the grills are replaced in the resident's unit and the area thoroughly cleaned after the cooking is completed.

### Arbor Heights Policy

- Only gas or electric outdoor grills are permitted on balconies and patio wells
- No use of wood or charcoal fired barbecue grills on either balconies or patio wells
- Residents may BBQ in the central court yard if the grills are placed at least fifteen feet from any building, are directly supervised while hot and if the grills are replaced in the resident's unit and the area thoroughly cleaned after the cooking is completed.
- Failure to comply with the above rule will result in an initial warning. A second violation is \$25. A third violation is \$50. Subsequent violations are \$100. All of which will be assessed against the Co-owner at the end of each in which the violation occurs.

## Window Treatments

Resolution of the Board of Directors

Enacted June 28, 2001 and shall be effective on August 1, 2001

Subject: Window Treatment Policy

WHEREAS, and in accordance with Article 1, Section 4., (a), (9) of the Amended Bylaws of the Arbor Heights Condominium Association, the Board of Directors is authorized and empowered to govern the affairs of the Association including the establishment of reasonable rules and regulations, and,

NOW, THEREFOR, BE IT RESOLVED, all window coverings shall be consistent with conventional and established forms of décor, i.e. curtains, blinds, shutters. No blankets, pillows, plywood, boxes, posters, sheets or other inappropriate materials shall be used in the window area.

### Arbor Heights Policy

- Window treatments must be white hemmed curtains and/or blinds. Sheets, blankets, table clothes, shower curtains, and the like are not allowed to be used for window treatment.
- Failure to comply with the above rule will result in an initial warning to correct within 10 days. A second violation is \$25. A third violation is \$50. Subsequent violations are \$100. All of which will be assessed against the Co-owner at the end of each in which the violation occurs.

## Leasing of Condominiums

### Pittsfield Township Property Maintenance Ordinance

The Ordinance requires the following:

1. All rental dwelling units / structures (except for single-family, owner-occupied dwellings) must be registered with the Township Building Services Department. Receipt of the completed registration form(s), along with the payment of the associated fee, will allow for the temporary occupancy of the dwelling unit(s) until an inspection can be completed.
2. All rental dwelling units must complete a biennial Property Maintenance Rental Housing Inspection. Each unit must be inspected and approved in order to receive a Certificate of Compliance.
3. Certificates of Compliance for rental dwelling units will expire two years after the date of issue and must be renewed in order to continue legal occupancy.
4. Certificates of Compliance for commercial structures will terminate upon a change of occupancy or use and will be reissued after an inspection indicates compliance with this Ordinance.
5. The building safety official and/or designee may revoke a Certificate of Compliance if an inspection reveals violations of this Ordinance.

A Property Registration Form must be completed and the registration fee for a rental property of \$50 must be paid within 30 days of the property being designated as rental and/or there is an ownership change. If this fee is not paid, an unregistered rental violation fee of \$150 will be applied.

Call or visit their website for more details:

- Pittsfield Building Services – 734-822-3125;
- Website: <https://www.pittsfield-mi.gov/Index.aspx?NID=142>

## Resolution of the Board of Directors

Enacted September 21, 1998 and shall be effective November 01, 1998.

Subject: Leasing of Condominiums

WHEREAS, and in accordance with Section 4(a) of the Amended Bylaws of the Arbor Heights Condominium Association, the Board of Directors is authorized and empowered to govern the affairs of the Association, and,

WHEREAS, and in accordance with Article VI, Section 2 of the Amended Bylaws, tenants and non-Co-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases, rental agreements, and occupancy agreements shall so state, and,

WHEREAS, the Association has experienced difficulty in obtaining rental agreements which state that tenants agree to comply with all of the conditions of the Condominium Documents, and,

WHEREAS, the Association cannot adequately deal with breaches of those conditions when no documentation exists that the tenant agrees to comply with all of the conditions of the Condominium Documents,

NOW, THEREFORE, BE IT RESOLVED that the following policy will establish requirements for all Co-owners desiring to lease their units at the Arbor Heights Condominium Association.

1. The Arbor Heights Condominium Association adopts the Addendum to Lease form attached to this policy as the required method to document the identity of tenants and their willingness to comply with all of the conditions of the Condominium Documents
2. All Co-owners desiring to lease their units at Arbor Heights will be required to submit to the Board of Directors, an Addendum to Lease form completely filled out and signed by the tenant prior to that tenant moving into the unit.
3. Failure to comply with the above rule will result in a fine of \$100, which will be assessed against the Co-owner. Further fines of \$100 will be assessed against the Co-owner at the end of each subsequent month in which no completed and signed Addendum to Lease form is submitted to the Board of Directors.

### Arbor Heights Policy

- Co-owners desiring to lease out a unit must submit the lease with any prospective tenant's name to the Board for review, at least 10 days in advance of the date when it begins.
- The minimum term for any lease is one (1) year.
- Co-owners must supply the Association with the names and phone numbers of any lessees.
- Co-owners must supply the lessee with a copy of the Association document and make it clear to the lessee that the Bylaws and rules apply to all residents.
- No unit in the condominium can be used for other than single family residence purpose.
- The lessor is responsible to pay for any service rendered to the tenant.
- Failure to comply with the above rule will result in a fine of \$100, which will be assessed against the Co-owner. Further fines of \$100 will be assessed against the Co-owner at the end of each subsequent month in which no completed and signed Addendum to Lease form is submitted to the Board of Directors.

## Resolution of the Board of Directors

Enacted May 16, 2018 and shall be effective on July 1, 2018

Subject: Renters Insurance

WHEREAS, and in accordance with Article I, Section 4, (a), (9) of the Amended Bylaws of the Arbor Heights Condominium Association, the Board of Directors is authorized and empowered to govern the affairs of the Association including the establishment of reasonable rules and regulations, and,

WHEREAS, and in accordance with Article IV, Section 1, (a) of the Amended Bylaws of the Arbor Heights Condominium Association, each Co-Owner shall obtain insurance coverage for his personal property located within his unit or elsewhere on the Condominium Project and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expense in the event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages Each Co-Owner shall file a copy of such insurance policy, or policies, including all endorsements therein, with the Association in order that the Association may be assured that such insurance coverage is in effect. The Association and all Co-Owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-Owner or the Association, and,

WHEREAS, and in accordance with Article VI, Section 13, (b), Tenants and non-Co-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state,

NOW, THEREFOR, BE IT RESOLVED in accordance with Article IV, Section 1, (a) and Article VI, Section 13, (b) that for any lease or rental agreement, new or renewal, signed or otherwise effective after the date of this resolution that,

1. Each Tenant shall obtain insurance coverage for his personal property located within his unit or elsewhere on the Condominium Project and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expense in the event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages
2. Each Tenant shall file a copy of such insurance policy, or policies, including all endorsements therein, with the Association in order that the Association may be assured that such insurance coverage is in effect.
3. Tenants shall use their best efforts to see that all property and liability insurance carried by the Tenant shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-Owner, Tenant, or the Association.

## Enforcement

### Violations and Fines

#### Resolution of the Board of Directors

Enacted May 15, 2001 and shall be effective on July 1, 2001

Subject: Policy Resolution relating to late fees per the Master Deed

WHEREAS, the Board of Directors of Arbors Condominium Association is empowered to assess late fees, enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments according to the Master Deed of the Condominiums By-laws Article I, Section 4, Paragraph (A), #2, and pursuant to Article II, Section 4, Section 5, Section 6; and

WHEREAS, from time to time homeowners become delinquent in their payment of these assessments and fail to respond to the demands from the Board to bring their accounts current; and,

WHEREAS, it is the intent that this policy be applicable until such time as this resolution is rescinded, modified, or amended by a majority of the Board of Directors;

NOW, THEREFOR, BE IT RESOLVED that the Board of Directors regarding the charging of late fees shall adopt the following policy:

Any assessment not paid in full by the tenth of the month shall incur a late fee of twenty-five dollars (\$25.00). If assessments and fees are not paid in full in ninety (90) days, the account will be turned over to the Association's attorneys for filing of a lien. The homeowner will be liable for payment of all charges imposed by the Association's attorneys to cover costs and fees charged to the Association. At the expiration of the period stated in the Association's attorneys' demand letter, if an account remains delinquent and without a payment plan, the Association's attorneys are authorized to take such further action as they, in consultation with the Board, believe to be the best interest of the Association, including, but not limited to, instituting judicial action for foreclosure of the Association's lien.

Resolution of the Board of Directors

Re-enacted May 16, 2018 and shall be effective on July 1, 2018

Subject: Violation Policy

WHEREAS, and in accordance with Article 1, Section 4., (a), (9) of the Amended Bylaws of the Arbor Heights Condominium Association, the Board of Directors is authorized and empowered to govern the affairs of the Association including the establishment of reasonable rules and regulations, and,

WHEREAS, the Association receives many complaints relevant to violations of association policy, and,

WHEREAS, the Association receives many complaints relevant to violation of association policy, and,

WHEREAS, the proper documentation of, and consistent handling of complaints can assist greatly in the resolution of these violations, and,

WHEREAS, the Association requires a clear policy how violations to Association rules and regulations will be handled within the Arbor Heights Condominium Association,

NOW, THEREFOR, BE IT RESOLVED that the following policy will guide policy enforcement in the Arbor Heights Condominium Association.

1. To file a complaint, residents or Co-owners must document the violation in writing, including the names(s) of those committing the violation, their address, the time and date of the violation, and a description of the violation. The documentation should be submitted to a member of the Association Board of Directors or to the Association property manager (submit via Association website or email).
2. The complaint will then be investigated by either the Property Manager or a member(s) of the Board of Directors to determine the validity of the complaint.
3. If the complaint is determined to be valid, a warning letter will be sent to the individual who has committed the violation which describes the violation, the action required of the individual, the time frames within which the desired action should take place, and the possible consequence of failing to meet these requirements. In the cases where the violation is of a maintenance nature, compliance time lines will be set by the Property Manager and will not exceed thirty days without Board approval.
4. In cases where possible safety issues exist, the Property Manager is authorized to have the problem corrected immediately at the expense of the Co-owner.
5. If there are repeated complaints about the same behaviors, or if the problem is not resolved within the established time frames, the Property Manager will write additional violation letters and levy fines as laid out by the Association policy.
6. If the problems persist in spite of the above action, the Board of Directors may authorize appropriate legal action against the complainant.

Property Manager Authorization

In the following situations, the Association manager shall follow the listed pre-approved procedures:

Delinquent Assessments:

- a. 11 days: Notice of \$25.00 late fee
- b. 30 days: Standard late letter from accounts receivable
- c. 60 days: Phone call to owner to confirm unit situation
  - I. If response received, negotiate payment plan if Board Agrees
  - II. If no response, 10-day lien warning letter from Association Manager
  - III. If no response in 10 days, send cash card and request to file lien to Association attorney
    - 1. If delinquency exceeds \$600.00, have Board approve foreclosure at a meeting with a formal motion recorded in the minutes, and direct the attorney to proceed.
    - 2. Confirm advisability of this action with attorney.
    - 3. Consider other collection alternatives that condo documents allow.

Fine for Late Assessment Fees

Monthly installments of annual assessments are due on the first of the month.	After the 10 <sup>th</sup> of the month, a \$25.00 late fee becomes due and payable.
Management cannot waive late fees levied by the Association	

Violations:

- a. Record the complainant’s name and address, document the complaint.
- b. Call the violation co-owner (if desired) to suggest compliance.
- c. Write a violation letter with the violation, rule or policy violated, date of infraction, action or behavior required, possible consequences, fine schedule, etc. Have Board set period of time, such as 10 days in which violator has to comply. File appropriate copies in unit file and send it by certified mail.
- d. If not corrected within time, the Association may resolve it (i.e. repair, remove, clean up) and bill the unit back for the expense. The Co-Owner may come to a Board meeting to discuss the matter before The Board given he/she has no less than 7 days from the date of the notice to appear to offer evidence in defense of the alleged violation.
- e. If the Association resolved or after three complaints, take appropriate responsive action as directed by the Board up to and including a lien or lawsuit to enforce compliance.

Schedule of Fines for Violations (effective July 1, 2018)

Violation of any of the provisions of the Condominium documents shall be grounds for assessment of a fine. Before a fine is assessed, the Co-Owner shall have an opportunity to appear before The Board and offer evidence in defense of the alleged violation. The Board of Directors has established the schedule of fines as set forth in the Bylaws, as follows:

First Violation	No fine is assessed. Offending co-owner will be given 10 days to correct it.
Second Violation	\$25.00 due and payable at monthly assessment time.
Third Violation	\$50.00 due and payable at monthly assessment time.
Subsequent Violation	\$100.00 due and payable at monthly assessment time.
Uninsured Unit	
Unfiled Mortgage	
Unauthorized pet	
Lease Violation	

## Maintenance, Repair, and Replacement Guidelines

### Summary

- The maintenance, repair, and replacement policies at Arbor Heights Condominium Association can be confusing. The responsibilities belong to either the Association or the Owner. To assist in the determination of responsibility for various maintenance items, a matrix has been prepared. Some general statement about policies are as follows:
- Responsibilities for maintenance, repair and replacement are defined by the recorded Master Deed and Bylaws for the condominium association with subsequent interpretation and policy established by the Board of Directors as appropriate.
- Performance of the maintenance, repair and replacement of the Association is the responsibility of the Board of Directors.
- In general, the condominium association is responsible for maintenance, repair, and replacement of the General Common Elements including land, roads, sidewalks, utility networks (electrical, gas, telephone, plumbing) up to the point of unit connection, foundations, outside perimeter walls, and roofs.
- In general, the Co-owners are responsible for maintenance, repair, and replacement of items within the inside of the perimeter walls and beyond interior utility network connection points including many of the Limited Common Elements or those items reserved only for each individual unit owners' use such as fixtures.
- In general, the Co-owners are responsible for maintenance, repair, and replacement of all items that are damaged by themselves, guests, and or invitees regardless of normal maintenance responsibility.
- The priority, timing, method, financing, degree, and type of maintenance, repair, and replacement for the association is up to the reasonable direction of the Board of Directors. The costs are ultimately assessed to all Co-owners through the association fees.
- Modification or alteration requires approval of the Board of Directors. Please submit all modification request to the Board before commencing work.
- These statements and the attached matrix service only as guidelines, and if any items are in conflict with the recorded Master Deed and Bylaws, then the recorded document will prevail.
- No Co-Owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of his Unit, or because of uncompleted repair work, or the failure of the Association to provide service to the Co-owner and/or to the Condominium Project.

### Maintenance Requests

1. Record request
2. Determine responsibility (co-owner or Association)
3. Determine action (defer, contract out)
4. If responsibility of Association, get estimates if over \$300.
5. Confirm completion time frame
6. Ask co-owner to call Association manager if problem
7. Inform Board liaison (President) as appropriate

Maintenance Matrix

ITEM	ASSOCIATION	CO-OWNER	COMMENTS
<b>Air Conditioner</b>		X	
Compressor		X	
Fan		X	
<b>Animal Removal from Unit</b>	X		Association, in attic, wall, etc.
<b>Appliances</b>			
Dishwasher		X	
Stove		X	
Refrigerator		X	
Washer/Dryer		X	
<b>Balcony-Patio/well</b>			
Lights	X		
Flood/deck		X	
Railing	X		
Snow Removal		X	
Structure	X		
<b>Cabinets and Shelves</b>		X	
<b>Doors, exterior</b>			
Knobs/Lock Mechanism		X	
Frame	X		
Inside Surface		X	
Lockouts		X	
Threshold		X	
Outside Surface		X	
Weather stripping		X	
Warping		X	
Storm Doors & Screens		X	
<b>Doors, Interior</b>		X	
<b>Electrical</b>			
Circuit Breakers/Box		X	
Circuits	X		
Doorbells		X	
Fixtures-Interior		X	
Base Board Heaters		X	
Porch Lights/Exterior Fixtures	X		Front
Thermostats		X	
Outlets & Switches, Interior		X	
Outlets, Exterior	X		
Security System		X	If applicable
<b>Floors</b>			
Coverings		X	
Subfloor	X		
<b>Insect Rodent Infestation</b>	X		If not caused by the co-owner
<b>Insect Rodent Damage</b>			Depends on item damaged
<b>Interior Ceilings</b>		X	Unless caused by Common Element. Minus surface decoration.

ARBOR HEIGHTS CONDOMINIUM ASSOCIATION

ITEM	ASSOCIATION	CO-OWNER	COMMENTS
<b>Laundry Rooms</b>	X		
<b>Plumbing</b>			
Disposal		X	
Drain Clogging	Mains	Unit plumbing	
Leaks-Faucet, Fixture		X	
Leaks-Interior		X	
Malfunction-Fixture		X	
Malfunction-Pipe	X		
Outside Faucet	X		
Sewer Backup	X		
Pipe Noise	X		
<b>Porch-Stoop Entrance</b>			
Carpet	X		
Light Fixture	X		
Railing	X		
Snow Removal	X		
<b>Roof-Gutters-Downspouts</b>	X		
<b>Sliding Glass Doors</b>			
Broken Glass		X	
Caulking-Exterior	X		
Frame		X	
Lock & Handle		X	
Seals		X	
Weather stripping		X	
<b>Smoke Detectors</b>		X	
<b>Walls/Ceilings Interior</b>			
Drywall Cracks-setting	X		Only severe cases
Drywall Repair			Depends on cause of damage
Nail Pops		X	
Leaks	X		If caused by common elements
Resident Abuse		X	
Paint/Wallpaper		X	
<b>Water Meters (2)</b>	X		
<b>Water Heaters</b>		X	
<b>Windows</b>			
Broken Glass		X	
Caulking Exterior	X		
Handles & Locks		X	
Frame		X	
Screens		X	
Seals, Defective-Fog		X	
Sills		X	
Stuck		X	
Weather stripping		X	

## Forms Matrix

Use the matrix as a guide for submitting forms

Form	Resident Co-owner	Non-Resident Co-owner	Tenant
Co-owner Info Form <sup>1, 4, 5, 9</sup>	x	x	
Tenant Info Form <sup>1, 3</sup>		x	
Addendum to Lease <sup>2, 5, 8</sup>		x	
Copy of Lease Form <sup>6, 8</sup>		x	
Insurance Policy <sup>4, 7</sup>	x	x	
Renters Policy <sup>4, 7</sup>			x
Proof of Ownership <sup>5</sup>	x	x	
Designated Voter Form <sup>10</sup>	x	x	
ACH Form <sup>2</sup>	Optional	Optional	

X – Required

1 – Form can be submitted electronically via the Association’s website

2 – Form is available for download on the Association’s website.

3 – Submit at least 10 days prior to executing a lease

4 – File a copy of the policy at inception of purchase or lease and annually thereafter on that date

5 – File a copy of warranty deed or lease addendum upon execution of either a purchase or lease

6 – File an exact copy of the lease form with management for its compliance w/Condo documents

7 – File pursuant to Article IV(a), Section 1(a) of the Second Amendment to Master Deed

8 – File pursuant to Article VI, Section 13, of the Second Amendment to Master Deed

9 – File pursuant to with Article VII, Sections 1 – 3, of the Second Amendment to Master Deed

10 – File pursuant to Article I, Section 2(e), of the Second Amendment to Master Deed

**File copies by mail, email, or Fax (# issued by request):**

H&E Property Management, LLC

46036 Michigan Ave., #186

Canton, MI 48188

[Corp.hepm@gmail.com](mailto:Corp.hepm@gmail.com)

**Association website:**

[www.arborheightscondos.com](http://www.arborheightscondos.com)

Co-owner Information Form

<b>Date:</b>	
<b>Co-owner(s) Name:</b>	
<b>Unit Address:</b>	
<b>Leased Unit:</b>	_____ Yes _____ No
<b>Mailing Address (if leased)</b> City, State, Zip:	
<b>Contact Primary Phone:</b>	
Alternate Phone:	
Email:	
<b>Emergency Contact Name(s)</b> Relationship: Phone(s):	
<b>Is Your Unit Mortgaged?</b>	_____ Yes _____ No
Name and Address of Mortgage Company: (If Yes)	
Mortgage Loan Number:	
Phone Number:	
<b>Insurance company</b>	
Policy Number:	
Name of Agent:	
Phone Number:	
<b>Description of vehicle</b> Year, Make, Model, Color	
License Plate	
<b>Description of vehicle</b> Year, Make, Model, Color	
License Plate	
<b>Description of Pet (no dogs)</b> (if applicable):	
Pet I.D. # (if applicable):	

**Please return by mail, email, or Fax (# issued by request)**

H&E Property Management, LLC  
 46036 Michigan Ave., #186  
 Canton, MI 48188  
[Corp.hepm@gmail.com](mailto:Corp.hepm@gmail.com)

Tenant Information Form

Submit form to management at least 10 days prior to executing a lease.

Date:	
Unit Address:	
Co-Owner Name:	
Tenant Name:	
Lease Start and End Dates:	____/____/____ to ____/____/____
Is it being leased as a Single-Family unit?	____ Yes      ____ No
Did you conduct a background check?	____ Yes      ____ No
Is the unit registered with Pittsfield Township Building Services Dept?	____ Yes      ____ No
Tenant Primary Phone:	
Alternate Phone:	
Email Address:	
Tenant Emergency Contact Name(s)*	
Relationship:	
Phone(s):	
Other Occupants (name and age if under 18)	
Name/Age:	
Name/Age:	
Renters Insurance Company	
Policy Number:	
Name of Agent:	
Phone Number:	
Description of vehicle	
Year, Make, Model, Color	
License Plate	
Description of vehicle	
Year, Make, Model, Color	
License Plate	
Description of Pet (no dogs)	
(if applicable):	
Pet I.D. # (if applicable):	

Please return by mail, email, or Fax (# issued by request)

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 Canton, MI 48188  
[Corp.hepm@gmail.com](mailto:Corp.hepm@gmail.com)

Addendum to Lease Agreement Form

Co-owner (Landlord): \_\_\_\_\_

Non-Co-owner (Lessee): \_\_\_\_\_

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

Number of People Occupying the above Unit: \_\_\_\_\_

1. Lessee acknowledges that he/she has read the Master Deed, Condominium Bylaws (including restrictions), Association Bylaws and Rules, Regulations, and Community Policies of the Arbor Heights Association and all amendments thereto (hereinafter referred to as "Condominium Documents"). Lessee agrees to comply strictly with said Condominium Documents and with all amendments and additions to such Condominium Documents as are allowed by law.
2. Lessee shall not assign or sublet the Condominium unit with the prior written consent of the Board of Directors of the Arbor Heights Association. In no event shall the Lessee assign or sublet less than the entire Condominium unit.
3. Lessee acknowledges that the Board of Directors of Arbor Heights Association shall have the power to bring summary proceedings to evict the Lessee and/or to bring an action for money damages in the same action against the co-owner and Lessee in the event of any default by the Lessee in compliance with the Condominium Documents. Money damages shall include, but be limited to, actual attorney's fees and costs incurred by Arbor Heights Association in commencing any proceedings against the Lessee.
4. In accordance with Michigan Law, Landlord and the Lessee acknowledges that if the Landlord is in arrears to Arbor Heights Association for assessment and Arbor Heights Association gives written notice of the amount of arrears to the Lessee, the Lessee shall deduct such assessment from rental payments due to the Landlord under the lease and pay them to Arbor Heights Association. The deduction shall not constitute a breach of the lease agreement by the Lessee.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

IN THE PRESENT OF:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LANDLORD:

\_\_\_\_\_

\_\_\_\_\_

LESSEE:

\_\_\_\_\_

\_\_\_\_\_



ACH Form

**AUTOMATED CLEARING HOUSE (ACH) AUTHORIZATION AGREEMENT FOR PAYMENT OF ARBOR HEIGHTS CONDOMINIUM ASSOCIATION DUES.**

I (Name) \_\_\_\_\_, Co-Owner of the property

located at (Address) \_\_\_\_\_ do

hereby authorize H&E Property Management, LLC, as agent for Arbor Heights Condominium Association, hereinafter called COMPANY, to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error to my (our) **(select one):**

**Checking**  **Savings account** indicated below, and the depository named below, hereinafter called DEPOSITORY, to debit and/or credit same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U. S. law.

**DEPOSITORY NAME** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**ROUTING TRANSIT/ABA NO.** \_\_\_\_\_

**ACCOUNT NO.** \_\_\_\_\_

This authority is to remain in full force and effect until COMPANY/INDIVIDUAL has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY/INDIVIDUAL and DEPOSITORY a reasonable opportunity to act on it.

I understand that because this is an electronic transaction, these funds may be withdrawn from my account as soon as the date indicated below. In the case of the payment being rejected for Non-Sufficient Funds (NSF) I understand that COMPANY may at its discretion attempt to process the charge again within 30 days, and I agree to an additional charge of \$25.00 penalty fee for each attempt returned NSF, which will be initiated as a separate transaction from the authorized payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I will not dispute COMPANY's billing with my bank so long as the transaction corresponds to the terms indicated in this agreement.

**Excluding weekends and federal holidays, transactions will be initiated on the 6<sup>th</sup> of each month or the first business day thereafter.**

**NAME(S)** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SIGNED** \_\_\_\_\_

**Please return by mail, email, or Fax (# issued by request)**

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 Canton, MI 48188  
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