

HEATHERWOOD CONDOMINIUM ASSOCIATION HANDBOOK

August 19, 2009

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GENERAL INFORMATION

The following information will help familiarize you with the services and resources that are available to you as co-owners. This information is not a substitute for reading and understanding the Bylaws, but we hope it is helpful in becoming acquainted with Heatherwood Condominium Association. If you have questions after reading this information and the attached documents, please contact a member of the Board of Directors or the Agent.

Select Community Management, L.L.C. is the Professional Management Agent (hereinafter referred to as Agent) hired by the Association to advise the Board of Directors on day-to-day operations. They also oversee the upkeep of the common areas and recreational facilities. Upkeep and maintenance of the common areas are financed through monthly fees paid by the co-owners/residents. Select Community Management, L.L.C. is located at 2455 S. Industrial, Suite A, Ann Arbor, MI 48104-6122. Their phone number is 734-663-1900. The Agent's website is <http://www.thecondopros.com/>.

1. Heatherwood Condominium Association
 - A. As a co-owner of a condominium unit in Heatherwood, you are a member of the Heatherwood Condominium Association. The Association operates through a five person board of directors. The Heatherwood Board of Directors appoints officers, including a President, Vice President, Treasurer, Secretary, and such other officers as may be necessary. Each board member is elected by the owners and volunteers their time to serve on the Board.

- B. The Board of Directors has several subcommittees comprised of co-owners, such as the Landscaping Subcommittee. Volunteers are welcome. If you are interested, contact the Agent.
 - C. The Association maintains a website (www.heatherwoodcondos.com) with Association Documents (Master Deeds, Articles of Association and Bylaws), forms and meeting notifications.
 - D. It is suggested that you leave a key to your condominium unit with someone you trust. The Association and Agent do not have a key to your unit. Please inform the Agent to whom you have given your key, as it is helpful if there is an emergency in your building.
2. **Association Fees and Payment Coupon Book**
You should have received a coupon payment book from the Agent or the previous co-owner of your unit at closing. If you did not receive a coupon book, please contact the Agent. This book is used to pay your monthly Association fee. You may contact the Agent to establish monthly automatic debit payment. Association fees are due on the first day of the month. If dues are not paid by the 10th of the month, a reminder notice sent. The second time this occurs, a \$20 late payment charge will be assessed. Any co-owner who has not paid their Association fees for a two-month period will be referred to a collection agency. In these cases, the co-owner is responsible for the outstanding balance and fees associated with the collection agency.
3. **Residents** are individuals leasing condominium units at Heatherwood. Residents, their families and guests must abide by the Association Bylaws and Rules and Regulations.
4. **Heatherwood Condominium Association Forms and the Maintenance Matrix** are available as Appendix A to this document, online in PDF and RTF formats, and from the Agent.
- A. **Heatherwood Co-owner's Information Sheet.** A new co-owner must fill out this form and return it to the Agent immediately after purchasing their unit (at the time of closing). A form is also available on the Agent's website.
 - B. **Automatic Debit Form and Authorization Agreement.** Co-owners may complete and submit this form to the Agent. This enables electronic payment of Association fees to begin the month after the form is submitted. Co-owners using this service must maintain sufficient funds for payment in the designated account. If payment is returned due to insufficient funds, the charges incurred by the Association for the return as well as any late payment fee are the responsibility of the co-owner.
 - C. **Pet Registration and Permission Form.** Each unit is allowed a maximum of two pets. A pet registration form must be filled out and turned in to the Agent upon closing or obtaining pet(s). This helps protect your pet if it becomes lost on the grounds. Please refer to Section 6.3 (f) of the By Laws and the Pet Rules and Regulations on page 8 of this Handbook for specific instructions on pet supervision and care. Note: All pets are to be attended and on a leash when outside, and owners must clean up after their pets.
 - D. **Heatherwood Maintenance Matrix.** The matrix lists whether the Association or the co-owner is responsible for the upkeep and repair of an item needing maintenance. It has been prepared for your convenience, but does not take precedence over information stated in the Master Deed and Association Bylaws.
 - E. **Work Order Request Form.** Use this form to request repair or maintenance service from the Agent.

- F. **Exterior Modification Request/Agreement.** Use this form for any exterior modification. For example, storm doors, new flower beds or shrubs.
- G. **Notice of Satellite Dish or Other Antenna Installation.** Co-owners/Residents may install antennas and satellite dishes only if they comply with FCC and Association Rules and Regulations. Prior to installation, co-owners/residents should review these Rules and Regulations. In addition, this form must be submitted to the Association within thirty (30) days of installation.
- H. **Addendum to Lease.** In accordance with the Bylaws, you may rent out your unit, but you must file a copy of the lease agreement, along with this Addendum, with the Agent. Neglecting to do so shall result in breach of Association Documents and may result in the assessment of a fine to the co-owner. See Section 6.9 Leasing and Rental in the Association Bylaws and Addendum to Lease for details. Pittsfield Township also requires the co-owner to submit a Rental Dwelling registration form. Each unit must be inspected and approved in order to receive a Certificate of Compliance. A copy of the Certificate of Compliance should be turned in with the lease copy to the Agent.
- I. **Violation Complaint Form.** Use this form to register a complaint against another co-owner/resident who is in violation of the Bylaws and/or Rules and Regulations. We recommend you attempt to work with your neighbor to resolve issues prior to submitting a Violation Complaint Form, if possible. If these efforts are not successful, you should use this form as a way to resolve disputes. However, if you are uncomfortable talking with the neighbor about the violation, you should feel free to file the complaint and let the Agent notify the co-owner/resident that they are in violation of Association Bylaws and/or Rules and Regulations.

For processing, please return all forms to: Select Community Management, 2455 S. Industrial, Suite A, Ann Arbor, MI 48104-6122

- 5. The table of Standard Specifications for Porch Enclosures, Storm Doors and Windows is included as Appendix B.

Rules and Regulations

ANTENNAS, INCLUDING SATELLITE DISHES

If you wish to install an antenna, including a satellite dish, **read the following rules carefully.** If the type and size of antenna, location, and installation will meet the requirements listed below, you may install the antenna, and you must then file a Notice of Satellite Dish or Other Antenna Installation (see Appendix A for form) with the Agent within 30 days.

1. **The following types of antennas are permitted, subject to rules listed below.**
 - A. A "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite.
 - B. An antenna that is one meter or less in diameter or diagonal measurement and is designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite.
 - C. An antenna that is designed to receive local television broadcast signals.
 - D. No other types of antennas are permitted.

2. **Location & Installation**
 - A. **The antenna may be installed only within the co-owner's/resident's "exclusive-use" area**, which is the interior of your unit and the patio or balcony of your unit, which only you, and persons you permit, may enter and use to the exclusion of other residents. **The antenna must be installed wholly within the exclusive-use area, and may not hang over or protrude out a window or beyond the balcony railing or the edge of the patio.**
 - B. If you are unable to receive signals from your unit interior or from your balcony or patio, the condominium is not obligated to provide a place for you to install an antenna. Using a mast to raise the antenna above the patio or balcony or out a window is not allowed, as this would place it outside of your exclusive-use area. **You may not install an antenna in or on any common area of the condominium**, including the roof, hallways, walkways, gardens, lawn or other grounds, support posts, or exterior walls of a building.
 - C. **An antenna may be installed in a 5-gallon container weighted with sand, on a stand or attached to the balcony railing. The antenna must be** safely positioned within the exclusive-use area with no danger of falling, which could be a safety hazard to people or property. **The preferred location** is the first of the following which allows reception of an acceptable quality signal: 1) inside the unit; or 2) on the balcony or patio as far back from the front edge and as low as possible.
 - D. **Drilling through an exterior wall, e.g. to run the cable from the patio or balcony into the unit, is not allowed.** You may wish to check with your retailer or installer for advice on how to install the antenna without drilling a hole.
 - E. **If the satellite dish is installed by a contractor**, such contractor must provide the co-owner/resident with written evidence that the contractor carries comprehensive general liability insurance with limits of not less than \$1,000,000.
 - F. Installation and/or construction of the antenna shall be performed and completed in compliance with all laws and ordinances of the State of Michigan and Pittsfield Township; these Guidelines; the Master Deed and Bylaws; any other architectural guidelines; and the terms and covenants of this agreement.

3. Required Notice of Installation

- A. Not more than thirty (30) days after the installation of an antenna, the co-owner/resident shall complete and deliver to the Agent a Notice of Satellite Dish or Other Antenna Installation in the form prescribed by the Board (see Appendix A). Failure to complete and deliver this required Notice will subject the co-owner/resident to a late fee of \$20 per month, which shall be added to the monthly association fee and shall become a lien on the Condominium unit.
- B. If the co-owner/resident fails to deliver the required Notice of Satellite Dish or Other Antenna Installation within thirty (30) days of a written request from the Association, the Association shall have the right to remove the satellite dish or other antenna at the co-owner's/resident's expense, which cost may be added to the monthly association fee and shall become a lien on the Condominium unit.

LIMITED COMMON ELEMENTS – BALCONIES, PORCHES, PATIOS AND DECKS (TERMS MAY BE USED INTERCHANGEABLY), AS WELL AS ENTRYWAYS

1. Entryways are not to be used for storage of personal items such as shoes, toys, boxes, etc.
2. Only gas or electric grills are permitted. All types of charcoal grills and fire pits are prohibited. All grills must be stored in the garage or on the balcony or patio when not in use.
3. Balconies and patios may contain appropriate outdoor furniture but may not be used for storage of other items, such as appliances, recycling, or trash.
4. Planter boxes or potted plants on the exterior of balcony railings, stairway rails, or exterior latticework are prohibited, except that planter boxes designed to fit securely over the railing without being screwed into the wood may be used on balcony railings. Nothing may be placed on balcony railings that could fall and harm people or property below.

MISCELLANEOUS RULES AND REGULATIONS

1. Parents or guardians will be held responsible for the behavior of their children and should ensure that if their children are old enough to be unsupervised on the condominium property, the children are aware of the condominium rules and abide by them. Parents or guardians will be held financially responsible for any damage done by their children, such as damaging the pool fence, throwing anything into the pond, or anything else that costs the Association money to repair or replace.
2. Grills, chairs, personal property, toys, bicycles, etc., may not be left unattended on the common grounds.
3. Seasonal visual displays must be removed within 3 weeks after a holiday.
4. Use of firearms, BB guns, bow and arrows, etc. is absolutely prohibited on or about the Association property.
5. The feeding of all wildlife, including geese and ducks, is prohibited. Any deterrent harmful or disruptive to geese or other wildlife is prohibited. Bird feeders are allowed but must not be placed where they will be a nuisance, such as by an entryway or walkway.

6. Pond: The water in the pond is used for landscaping irrigation. Throwing anything into the pond is prohibited because it could block filters or otherwise damage the system. Heatherwood Condominium Association assumes no liability for any activity associated with the pond.
7. The cabana, volleyball area, and picnic area are common areas that are available to co-owners/residents and their guests on a first come, first served basis. Co-owners/Residents must accompany their guests.
8. Co-owners/Residents may not place any items including plants or shrubs that restrict access to common utility rooms.
9. Modifications to individual condominium units:
 - A. Modification work and work preparation should be done inside the co-owner's unit or garage, and not on sidewalks, in driveways, in guest parking, or in streets.
 - B. Care should be taken to minimize noise (see section on Noise Restrictions), dust, fumes, or other sources of annoyance to other co-owners or residents. Work should be completed as quickly as possible to minimize inconvenience to others.
 - C. Co-owners installing hard-surfaced floors, such as wood or laminate, should include noise abatement padding, especially if there are units above or below.
10. In order to preserve the attractive appearance of the condominium complex, curtains, drapes, shades, blinds and other conventional window coverings may be used and must be maintained in a neat and clean manner by the unit co-owner or resident. Items not manufactured or made specifically for use as window coverings are prohibited, including, but not limited to, signs and advertisements (other than real estate signs), foil, paper, cardboard, plastic, shower curtains, flags, towels, blankets, and sheets.

MODIFICATIONS TO COMMON GROUND OR PROPERTY

Modifications to common ground or property (Common Elements) and structural members of a Unit, are limited by the Master Deed and the Bylaws and must be agreed to by the Board of Directors prior to implementation (see Exterior Modification Request/Agreement form in Appendix A).

1. The co-owner is responsible for
 - A. The expense of performing said modification.
 - B. Complete maintenance or upkeep of said modification.
 - C. Any additional insurance and the associated cost.
 - D. Contacting MISS DIG prior to modifications that require digging into the ground and accepts financial responsibility for repair of any damage that may be incurred in connection with the approved modification.
2. The following applies if the co-owner fails to completely maintain approved modification as determined by the current Rules and Regulations.
 - A. In the event that the Association finds maintenance or upkeep of modifications lacking, or after having been so notified in writing by the Association, required maintenance or upkeep will be performed by the Association or designate at co-owner expense. No such maintenance will be performed without allowing the co-owner a specified period of time to perform the maintenance.

- B. If continued neglect of maintenance or upkeep of modification occurs, the Board may order the return of its common ground or property to its original state, at co-owner expense. Under no circumstances will this action be taken without written notification of co-owner by the Association.
 - C. In the event the condominium is sold, the co-owner is required to notify the Purchaser of the existence of the approved modification and the Modification Agreement, and the Purchaser assumes responsibility for the maintenance and upkeep of the approved modification.
 - D. In the event the approved modification is damaged due to the repair, replacement, or removal of a common element (e.g. telephone lines, electric lines, sewer lines, gas lines, etc.), repair or replacement of said modification will be borne by the co-owner.
3. Modification work and work preparation should be done inside the co-owner's/resident's unit or garage if possible, and not on sidewalks, in driveways, in guest parking, or in streets. Care should be taken to minimize noise (see section on Noise Restrictions), dust, fumes, or other sources of annoyance to other co-owners or residents. Work should be completed as quickly as possible to minimize inconvenience to others.
 4. All trash, debris and scraps associated with the modification shall be cleaned up on a daily basis and removed from the property. No building materials, equipment, trash, trash containers, or any other items used during modification shall be stored in the commons without the express written consent of the Board.

NOISE RESTRICTIONS

Co-owners/Residents will not do anything which may be or become an annoyance or a nuisance to other co-owners/residents of the Heatherwood community.

1. No unreasonably noisy activity will occur in or on the Common Elements or in any Unit at any time, and especially between the hours of 10:00 p.m. and 8:00 a.m. (until noon on Sunday).
2. Any radio, phonograph, television, video or computer equipment, appliance, machine, musical instrument, motor, or other sound source on or within the Condominium property which makes any music, noise or vibration, must be kept at a sound level which is not a source of annoyance or a nuisance to others. Please be considerate of your neighbors.
3. It is prohibited to play music or make other noise inside a condominium Unit which is loud enough to disturb someone in another Unit, in an enclosed entryway, or outside, particularly for an extended period of time or for any length of time between 10:00 p.m. and 8:00 a.m. (until noon on Sunday).
4. You may not play music or make other noise in a car, garage, or driveway, or elsewhere on Association property, loud enough to disturb others.
5. Any necessarily noisy activity, such as using power tools, hammering nails to install picture hangers, or vacuuming for example, should be done as quickly as possible and only during daytime hours, to minimize the disturbance to your neighbors.

PARKING

1. No unlicensed motor vehicles or trucks, recreational vehicles, boats, trailers, motor cycles, motor scooters, mopeds, bicycles, damaged or inoperable vehicles or vehicles designed and intended for other than normal street use shall be parked or stored on the common drives, parking lots or elsewhere on Association property other than in garages appurtenant to units.
2. Co-owners/Residents can not have more than TWO automobiles or other motorized mode of transportation on the Condominium property. Each Unit is allocated two parking spaces; one in its garage and one in its driveway. Any short- or long-term exceptions must receive written approval from the Board. All separate parking places are designated **guest parking**.
3. Parking is prohibited in guest parking spots by Unit co-owners/residents. A guest is any person visiting a co-owner/resident for a period not exceeding 72 hours.
4. Parallel street parking is prohibited to permit emergency vehicle access.
5. No commercial vehicles or trucks shall be parked on or about the Association property except for the making of deliveries or pickups in the normal course of business. Any vehicle with advertising on the side, which is driven by a co-owner/resident, must always be parked inside a garage, unless written permission from the Board is obtained.
6. Handicap parking is for guests with valid handicap permits.
7. No vehicle maintenance may be performed on any vehicle except in a garage.
8. Co-owners/Residents will be responsible for cleaning up oil or gasoline from their driveways.
9. A speed limit of 15 miles per hour must be observed within the complex.
10. Parking Violations
 - A. After three violations of the Guest Parking rule (rule # 3) the vehicle will be subject to immediate towing.
 - B. Vehicles parked on the street or are otherwise improperly parked are subject to immediate towing without notice at the vehicle owner's expense in addition to the fines described in the Violations procedures.

PET RULES AND REGULATIONS

1. A Pet Registration and Permission Form **must** be completed and filed with the Agent by all pet owners.
2. There is a limit of two (2) pets (restricted to cats, dogs, small birds, and fish) per Unit. No exotic pets or dangerous pets are permitted.
3. All pets must be confined to the interior of Units except while on a maximum 8-foot leash and under the co-owner's/resident's direct control per Pittsfield Township Ordinance and Section 6.3(f) of the By Laws. No dog or other pet may be confined to a patio, porch or deck unless accompanied by an adult.
4. Any droppings left by the pet must be **immediately** and **thoroughly** removed. When walking your pet, you must carry a scoop and/or disposable bag. It will be the pet owner's responsibility to repair any damage to the lawn or other damage incurred by their pet.
5. It is prohibited to tie a pet outdoors to a tree, shrub, balcony/porch structure or stake.
6. Excessive noise from any pet either inside or outside a Unit is prohibited.
7. Any visiting pet with a stay of greater than 5 days must also be registered with the Agent. The co-owner/resident is responsible for any damage caused by a visiting pet.

POOL REGULATIONS

The following rules are for the protection and benefit of all, to assure safe and sanitary operation of the pool facilities. The pool is for the use and enjoyment of all co-owners/residents. It is the responsibility of all co-owners/residents to assist in maintaining and monitoring the pool and deck.

The Board of Directors reserves the right to close the pool area at any time for any reason.

1. **Pool Hours:** 9:00 a.m. to 10:00 p.m. during the summer months. The pool can only be used during official pool hours.
2. All persons using the cabana, pool and deck do so at their own risk. Heatherwood Condominium Association assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property.
3. Persons using the pool, deck and cabana areas agree not to hold Heatherwood Condominium Association liable for actions of whatever nature occurring within these areas.
4. Any umbrellas used by co-owner/resident in the pool area must be returned to the closed position when leaving the pool area.
5. All persons must shower before entering the pool to assure suntan oils, lotions, powders, etc. are removed.
6. Persons who have a communicable disease or open wounds are prohibited from pool use by public health laws.
7. Profanity, running, jumping, boisterous and rough behavior are not permitted.
8. Large flotation objects or large toys are not permitted in the pool.
9. Glass containers, breakable objects, food, gum and alcoholic beverages are not permitted in the pool areas. Alcoholic beverages and food are permitted in the cabana area only.
10. No paper or disposable diapers are permitted in the pool. Proper bathing protection must be worn by children that are still in diapers.
11. No pets are permitted in the pool area.
12. All children under the age of 18 must be accompanied by an adult co-owner/resident.
13. A maximum of 4 guests per household are allowed in the pool area at one time. This is allowed only at such time that the pool is not approaching maximum capacity (posted at the pool).
14. Guests must be accompanied by an adult co-owner/resident when in the pool area at all times.
15. Co-owner/Resident assumes the responsibility to inform guests of the rules and regulations. Co-owners/Residents are responsible for the actions of their children and guests and are financially liable for any damages done.
16. The gate is NOT to be opened at any time by a co-owner, resident or guest. The gate is for use by maintenance and emergency personnel only.

TRASH REMOVAL AND RECYCLING

1. Trash removal and collection of recyclable materials for Heatherwood Condominium normally occurs on Monday morning. Trash removal will occur on Tuesday if Monday is a recognized holiday.
2. Trash should be secured in a covered container and/or **heavy duty black garbage bags**. Recycling items should be placed in the blue container. For a recycling container, please call Hornback at 800-662-9361.
3. Containers should be set in front of the Unit next to the street after 6:00 p.m. or dusk, whichever is earlier, on the evening prior to pickup. If you are going to be away, make arrangements to have your trash cans set out within the specified time frame on the day prior to garbage pickup and have your trash cans returned to your garage at the end of the day of pick up.
4. Garbage scattered from improperly protected garbage bags or cans will result in cleanup charges to the responsible co-owner/resident.

VIOLATION PROCEDURES

1. The violation of any of the provisions of the Bylaws and/or the Rules and Regulations will be grounds for assessment of a monetary fine and/or legal action.
2. Reported violations must be submitted in writing to the Agent for Heatherwood Condominium Association, by mail, email, fax, a Violation Complaint Form (see Appendix A) on the Agent's website. You should include as much detail as possible on the violation form. The Agent will send a copy of the violation form to the Board of Directors.
3. Fine Assessment Procedure
 - A. The Board of Directors, or the Agent, will send a letter to the Co-owner and any Resident of record citing the violation, the action necessary to cure the violation and the amount of the fine, if any, being assessed. The Co-owner and any Resident is invited to offer evidence in defense of the alleged violation at the next scheduled Board meeting which is at least 10 days but not more than 60 days after the written notice of violation.
 - B. First violation: Notice of the violation per paragraph 3 A. above will be given but, no fine will be assessed
 - C. Second violation of the same offense: A \$25 fine will be assessed after notice of the violation per paragraph 3 A. above..
 - D. Third violation of the same offense: A \$50.00 fine will be assessed after notice of the violation per paragraph 3 A. above..
 - E. Subsequent violations of the same offense: A \$100.00 fine will be assessed after notice of the violation per paragraph 3 A. above.. In addition, the matter may be referred to the Association's legal counsel.
4. All fines will be considered levied as part of the assessment against the Unit and the Co-owner by the Association and will be collected as part of the monthly Association Fee

STANDARD PLANTING SPECIFICATIONS

The planting of annuals, bulbs, or perennials in an established garden area is permitted. For any other plantings, including shrubs, you must obtain permission from the Board of Directors and submit a modification form. When your plan has been approved, you must follow the approved plan.

1. Plant to insure that drainage is maintained in the area and that the ground slopes away from the building.
2. Planting cannot interfere with the irrigation/sprinkler system.
3. Planting cannot interfere with mowing or snow removal.
4. You must use weed block or weed the area yourself.
5. You must use double shredded hardwood bark to mulch your garden.
6. If required to submit an Exterior Modification Request/Agreement form, you must include a sketch of the proposed plan.

Restrictions

1. No trellises. You cannot plant any climbing varieties.
2. Nothing can be planted that will mature to more than 4 feet, such as sunflowers.
3. No fast-multiplying varieties, such as mint or Purple Loose-Strife.

Please note that in the event that plantings are damaged due to the repair, replacement, or removal of a common element (utility lines, drainage, etc.), the Association will not reimburse a co-owner/resident for the cost of the plants, nor for any cost to repair or replace plantings.

Appendix A - Forms & Maintenance Matrix

**Heatherwood Condominium Association
Co-owner's Information Sheet**

Co-owner Information

Co-owner(s) name(s): _____

Unit Address: _____

Co-owner address (if other than unit): _____

Telephone numbers:

Home: _____ Work: _____ Other: _____

(Optional) E-mail Address: _____

Seasonal address (if applicable): _____

Please check if you are renting or leasing your unit: _____

Occupant Information

Occupant Name(s) (if not homeowner): _____

Number of Occupants: _____ Number of Children (if any): _____

Occupant phone numbers:

Home: _____ Work: _____ Other(s): _____

(Optional) E-mail Address: _____

Emergency contact information:

Name: _____ Number: _____ Contact has key to unit Y or N

Name: _____ Number: _____ Contact has key to unit Y or N

MORTGAGE OR LAND CONTRACT VENDOR INFORMATION (As required by the Condominium Documents)

If there is no mortgage on your unit, please check here: _____

Name of company or individual: _____

Address: _____

Phone: _____ Fax: _____

Co-owner Signature Date Co-owner Signature Date

Do you have any pets? Yes or No If yes, how many pets? _____ Also, you must submit a Pet Registration and Permission Form to the Agent.

Anything on your mind? (Use an additional page)

**Please return this form to: Select Community Management, 2455 S. Industrial, Ste. A,
Ann Arbor, MI 48104**

**Heatherwood Condominium Association
Automatic Debit Form and Authorization Agreement**

I hereby authorize **Select Community Management** to electronically debit (or credit) my account for monthly association fees. I have an account at

_____ <Banking Institution>
and for all debit entries have sufficient funds to pay such entries. I also understand that if corrections of the entry are necessary, it may involve an adjustment to my account.

Co-owner Name			
Bank Routing / ABA#			
City			
State			
Account Number			
Account Type	<input type="checkbox"/> Checking	<input type="checkbox"/> Savings	

Direct Debit will begin the month after the form is submitted, unless a written request is submitted to Select Community Management. Both the co-owner and Select Community Management reserve the right to refuse or terminate electronic payment services, which is a voluntary service. This agreement will remain in effect until Select Community Management has received written notification of termination and has had sufficient time to act upon it. For additional information, please see the reverse side of this form.

Co-owner signature _____ **Date** _____

Address _____

**** Please include a payment by check or voided check with this form ****

The direct debit form and initial processing of electronic payment cannot begin until Select Community Management has received a payment by check with this form or a voided check.

Please return this form and a check payment or voided check to: Select Community Management Attn: Accounting ID, 2455 S. Industrial, Ste. A, Ann Arbor, MI 48104

**Heatherwood Condominium Association
Pet Registration and Permission Form**

1. Co-owner/Resident must register their pets. A recent photo of the pet must accompany this form.
2. The registration requirement, including the picture, protects the pet owner as well as other residents. Should one's pet get lost, employees of the Association can help return them to the registered owner.
3. Completed registration forms must be returned to Select Community Management, 2455 S. Industrial, Suite A, Ann Arbor, Michigan 48104-6122

Co-owner/Resident name: _____

Co-owner/Resident address: _____

Co-owner/Resident phone number: _____

Kind of pet: _____ Male/Female: _____ Weight: _____

Kind of pet: _____ Male/Female: _____ Weight: _____

Complete description of the pet, including the name:

Municipal license number: _____ (Dogs only)

I have read the Bylaws of Heatherwood Condominium Association and understand the sections pertaining to pets. I agree to abide by the Bylaws and the Pet Rules set forth by the Board of Directors, and I agree that if the Board notifies me that my pet has repeatedly been in violation of the Bylaws and/or Pet Rules, I will remove my pet permanently from Association property.

Co-owner/Resident Signature

Date

Heatherwood Condominium Association Maintenance Matrix

This is not intended as a replacement of the Bylaws & Master Deed. Neither the Association nor the Agent is responsible for any errors contained herein.

Description	Association Responsibility	Co-owner's Responsibility	Master Deed Ref. or Comments
Air Conditioners: Compressor, Duct Work & Fan		X	Doc. Sec.4.2 (a&c), 4.4(a)
Animal/Birds (Stray) (Pests / Insects / Rodents)			
In Unit	X	X	Contact Agent
Inside Attic/Roof/Walls & Common Entry Hallways	X		
Appliances: Dishwasher, Microwave, Range Hood, Refrigerator, Stove, Water Heater, Whirlpool Bathtub, etc.		X	
Balcony/Porch/Patio:			
Carpet, Lights, Railing, Floor, Screens, Slab, Snow Removal and Staining Wooden Balcony/Deck		X	
Structural Elements	X		
Chimney: See Fireplaces and Chimneys below			
Birds, Cleaning & Flue		X	
Cap Cracks & Water Leaks	X		
Common Entry Hallways: Doors, Hallways, Stairs, Stairway, Exterior Outlets, Light Fixtures, Heaters, Carpet Cleaning, Walls, etc.	X		
Concrete Driveways & Paths: Repair & Snow Removal	X		
Dryer ductwork	X		External duct only
Electrical:			
Circuit Breakers, Doorbells, Fan/Fan Lights, Interior Outlets/Switches, Porch Lights/Switches, Unit Light Fixtures & Unit Security Systems		X	
Circuits (wiring in walls) (?)	X	X	Doc. Sec. 4.2(d), 4.4(a)
Exterior Lights	X		
Entry Doors:			Doc. Sec. 4.2(d),4.4(a)
Door Knob, Locksets, Interior & Exterior Surfaces, Threshold, Warping & Weather Stripping		X	
Frame, Exterior Trim & Sills	X		
Exterior: General Maintenance, Trim, Siding, Outer Wall Painting and Water Damage	X		
Fireplaces & Chimneys (All)		X	
Fire Suppression	X		
Foundations	X		
Furnace: including Humidifier, Fans and Ductwork		X	Doc. Sec. 4.2(a&c), 4.4(a)
Garage:			
Inside Lights. Weather Stripping, Door, Door Opener(s) & Door Locks		X	Contact Agent
Outside Lights, Exterior Wall & Trim	X		

Glass Doors, Windows:			Doc. Sec. 4.2(a&c), 4.4(a)
Broken Pane, Lock, Handles, Screen, Sills & Weather Stripping		X	
Caulking (exterior), Exterior Frame & Trim	X		
Interior: Cabinets, Shelves, Carpet, Ceiling, Doors, Drywall, Floors, Linoleum, Sub-Floor, Tile, Trim and Walls		X	
Patio/Porch (See Balcony/Porch/Patio)			
Plumbing:			
Disposal, Drain Clogging (traps), Faucet/Fixture (interior) & Toilet		X	
Faucet/Fixture (exterior), Sewer Backup, Main Line	X		
Malfunction – fixture	X	X	
Utility Lines:			
Electrical in Commons			DTE responsibility
Electrical in Walls of the Unit		X	
Gas Lines, Interior Line	X	X	Contact Agent
Gas Lines in Commons	X		DTE responsibility
Shared Water Lines in Walls up to the Water Meter	X		
Water Lines Serving an Individual Unit		X	
Roof: Including Gutters	X		
Sidewalks and Footpaths	X		
Smoke & Carbon Monoxide Detectors: Including Battery			
In Unit - Wired to electrical system		X	
In Common Hallways	X		
Telephone and TV Cable (summarized last 4 lines)			
Instrument & Jack		X	
Wiring in walls	X		

Heatherwood Condominium Association Exterior Modification Request/Agreement

Agreement made between Heatherwood Condominium Association, a Michigan corporation of Pittsfield Township, Michigan, hereinafter called the Association, and _____ co-owner(s) of a Heatherwood Condominium unit located at _____ in Pittsfield Township, Michigan, hereinafter called co-owner.

1. It is mutually agreed:
 - A. That co-owner has the permission of the Association to make such modification to the common ground or property of the Association as outlined in the attached description of such modification.
 - B. Only those modifications noted in the description will be permitted by the Association under this agreement.
2. In consideration for same, co-owner agrees:
 - A. The expense of performing said modification will be borne entirely by the co-owner.
 - B. That complete maintenance or upkeep of said modification is the responsibility of the co-owner in accordance with the current Rules and Regulations adopted by the Board of Directors.
 - C. If additional insurance is necessary the co-owner will see that the proper insurance is in place to cover the approved modifications. Said insurance will be at co-owner expense.
 - D. Co-owner understands that if the modification requires digging into the ground, underground utility lines may be encountered. Co-owner agrees to call MISS DIG before digging and herewith accepts financial responsibility for repair of any damage that may be incurred in connection with the approved modification.
3. The following applies if the co-owner is responsible for the complete maintenance of approved modification as determined by the current Rules and Regulations.
 - A. In the event that the Association finds maintenance or upkeep of modifications lacking, or after having been so notified in writing by the Association, required maintenance or upkeep will be performed by the Association or its designate at co-owner expense. No such maintenance will be performed without allowing the co-owner a specified period of time to perform the maintenance.
 - B. If continued neglect of maintenance or upkeep of modification occurs, the Board may order the return of its common ground or property to its original state, at co-owner expense. Under no circumstances will this action be taken without written notification of co-owner by the Association.
 - C. In the event the condominium unit is sold by the co-owner, the co-owner is required to notify the Purchaser of the existence of the approved modification and the Modification Agreement, and the Purchaser assumes responsibility for the maintenance and upkeep of the approved modification.
 - D. In the event the approved modification is damaged due to the repair, replacement, or removal of a common element (telephone lines, electric lines, sewer lines, gas lines, etc.), repair or replacement of said modification will be borne by the co-owner.

Co-owner acknowledges and undertakes to pay for all landscaping or maintenance services performed to correct any violations whatsoever under this Agreement. In the event that the co-owner fails to promptly pay for such services upon the billing rendered by the Association, said

expense shall constitute a lien on the co-owner's condominium. It is further acknowledged that in the event such assessment is levied that the Association shall have the right to record a lien on the co-owner's condominium with the Register of Deeds for Washtenaw County, Michigan, and to proceed with necessary litigation including but not limited, to foreclosure of said lien.

The attached description of modifications is made part of this agreement.

Co-owner Date

Co-owner Date

Address Phone number

Description of proposed modification:

Diagram of modification: (attach additional pages if necessary)

Approved	Not Approved	Board	Signature	Date
		President		
		Member		

Please return this form to: Select Community Management, 2455 S. Industrial, Ste. A, Ann Arbor, MI 48104

**Heatherwood Condominium Association
NOTICE OF SATELLITE DISH OR OTHER ANTENNA INSTALLATION**

Notice is hereby given that the undersigned has installed a satellite dish or other antenna.

Attached are copies of

- (A) the installation plans, including a complete description of the materials used (2 sets),
- (B) the antenna manufacturer's installation brochure if different from the plans referred to above, and
- (C) if the work was performed by a contractor, the certificate of insurance required by the Rules and Regulations.

The undersigned covenants and agrees to:

1. Immediately remove the antenna or satellite dish if it is not safely and securely installed wholly within the "exclusive-use" area of the co-owner's/resident's unit, without hanging over or protruding out a window or beyond the balcony railing or the edge of the patio, and without drilling through an exterior wall (e.g. to run a cable from the patio or balcony into the unit), as specified in the Rules and Regulations, or have it re-installed so that it does not violate these regulations.
2. Be responsible for the maintenance, repair and replacement of the antenna or satellite dish. Notwithstanding any language of the governing documents (including but not limited to the Master Deed and Bylaws) to the contrary, co-owner hereby covenants and agrees that the Association shall have no maintenance, repair, or replacement responsibility for the satellite dish or antenna.
3. Repair any portion of the Commons or any unit, which is damaged by the construction and/or installation of the antenna or satellite dish.
4. Indemnify and to hold Association and its members harmless from all claims, demands or liability arising out of or encountered in connection with the antenna or satellite dish, whether such claims, demands or liability are caused by co-owner or resident, co-owner's or resident's agents or employees, or contractors or subcontractors employed by the Association, their agents or employees, or caused by any products installed on the Condominium property by said contractor(s) or subcontractor(s), excepting only such injury or harm as may be caused by the negligence of third parties. Such indemnification shall extend to claims, demands or liability for personal injuries and property damage occurring during installation, as well as after completion, related to all of Co-owner's Maintenance Responsibilities provided herein. This indemnification and hold harmless agreement will be binding upon the co-owner/resident as well as his/her successors and assigns.
5. Further indemnify and hold the Association harmless from all liability related to any damage to existing improvements (wherever located within the Condominium property) resulting from the installation/construction of the antenna or satellite dish and/or any failure of co-owner to properly discharge Co-owner's Maintenance Responsibility.
6. Reimburse the Association for any loss or damage to the Commons caused by the installation, maintenance or use of the antenna or satellite dish.

[Signature]

[Date]

[Print Name]

[Unit Number]

[Street Address]

[Telephone Number]

Check one: I am a co-owner of this unit. I am a resident (renter; not a co-owner) of this unit.

Approved _____ Not Approved _____

**Please return this form to: Select Community Management, 2455 S. Industrial, Ste. A,
Ann Arbor, MI 48104**

**Heatherwood Condominium Association
Addendum to Lease**

Co-owner (Landlord): _____

Resident (Lessee): _____

Unit Address: _____

1. Lessee acknowledges that he/she has read the Master Deed, Bylaws (including restrictions), and Rules and Regulations of Heatherwood Condominium 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 without properly notifying (in writing) the Board of Directors of Heatherwood Condominium Association. In no event shall Lessee assign or sublet less than the entire Condominium unit.
3. Lessee acknowledges that the Board of Directors of Heatherwood Condominium 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 Landlord and Lessee in the event of any default by the Lessee in compliance with the Condominium Documents. Money damages may include, but not be limited to, the Association's attorney's fees and costs allowed by law in commencing any proceedings against the Lessee.
4. If the Landlord is in arrears to Heatherwood Condominium Association for assessments and Heatherwood Condominium Association gives written notice of the amount of arrears to the Lessee, the Lessee, after receiving the notice, shall deduct such assessments from rental payments due the Landlord under the lease and pay them to Heatherwood Condominium Association. The deduction shall not constitute a breach of the lease agreement by the Lessee.
5. In accordance with Pittsfield Township Ordinance, the unit must be registered for biennial inspections by the Building Department. A copy of the Certificate of Compliance must be turned in to the Management Agent for the Board of Directors.

Signed this _____ day of, _____

In the presence of:

Landlord:

In the presence of:

Lessee:

**Please return this form to: Select Community Management, 2455 S. Industrial, Ste. A,
Ann Arbor, MI 48104**

**Heatherwood Condominium Association
Violation Complaint Form**

Name of violator: _____ or

Address of violator: _____

Nature of the violation:

Date of the violation: _____

Co-owner/Resident Signature

Date

Return **signed** complaint to:

Heatherwood Condominium Association
c/o Select Community Management, L.L.C.
2455 S. Industrial, Suite A
Ann Arbor, MI 48104-6122

DO NOT WRITE BELOW THIS LINE

Applicable Article and Section of the By-Law(s)

Desired Action by the Board of Directors:

Appendix B

Standard Specifications for Porch Enclosures, Storm Doors and Windows

Code	Description
Storm or Screen Door	Storm/screen or combination doors for the front or balcony / porch door must be white.
Patio Blocks	Patio Blocks 1. Size of blocks must be no greater than 16" in diameter. 2. Blocks must be light gray in color. 3. Size and shape of blocks must be the same for the whole building. 4. Insure modest slope away from foundation. 5. Must use sand base under blocks. 6. Design and shape are subject to approval by Landscape Committee.
Porch/Balcony Enclosures	Ground Floor Units: Porch enclosure consisting of full screens, 3-track self-storing windows (5) in white and transom opening vent and stop
Porch/Balcony Enclosures	Second Floor Units: Porch/balcony enclosure consisting of full screens, 3-track self-storing windows (6) in white and transom opening vent and stop