

HEATHERWOOD ASSOCIATION
RESIDENT HANDBOOK
Revised March 3, 2022

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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 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.

Mister Management LLC 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. Mister Management is located at 10327 E. Grand River, Suite 403, Brighton, MI 48116. The telephone number is 810-225-3244. The agent's website is www.mistermanagement.com.

1. Heatherwood Association
 - A. As a co-owner of a condominium unit in Heatherwood, you are a member of the Heatherwood 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 Deed, 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/or 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

If you wish to pay monthly dues by check please contact the Agent to request a coupon book. These coupons are used to pay your monthly Association dues. If you wish to set up monthly automatic payments instead, you may set up auto payments through the Online Portal. Association payments are due on the first day of the month. If dues are not paid by the 10th of the month a \$25 late fee will be assessed. Any co-owner who has not paid their Association dues for a two-month period will be referred to an attorney and/or collection agency. In these cases, the co-owner is responsible for the outstanding balance and fees associated with the attorney and/or 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 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 Owner Information Form.** 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. **Pet Registration and Approval 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 at the time a pet is obtained. This helps protect your pet if it becomes lost on the grounds. Please refer to Section 6.3 (f) of the Bylaws 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.
 - C. **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.
 - D. **Architectural Review/Modification Agreement.** Use this form for any exterior modification (ie, storm doors, new flower beds, windows).
 - E. **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 or resident who is in violation of the Bylaws and/or Rules and Regulations. We recommend that you attempt to work with your neighbor to resolve issues prior to submitting a Violation 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: Mister Management LLC, PO Box 1676, Brighton, MI 48116.

- 5. Standard Specification for Porch Enclosures, Storm Doors and Windows Table** 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 \$25 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. Each Co-owner will maintain his or her Unit and the improvements therein and any Limited Common Elements appurtenant thereto for which the Co-owner has maintenance responsibility in a safe, clean and sanitary condition (See Section 6.5 Co-owner Maintenance of the Association Bylaws).
2. 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.
3. Grills, chairs, personal property, toys, bicycles, etc., may not be left unattended on the common grounds.
4. Seasonal visual displays must be removed within 3 weeks after a holiday.
5. Use of firearms, BB guns, bow and arrows, etc. is absolutely prohibited on or about the Association property.
6. 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.

7. 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 Association assumes no liability for any activity associated with the pond.
8. 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.
9. Co-owners/Residents may not place any items including plants or shrubs that restrict access to common utility rooms.
10. 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.
11. 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 Bylaws. 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. Each year the Board of Directors will determine the pool's open dates and hours of operation. This information will be communicated to co-owners and posted at the pool. The pool can only be used during official pool open dates and hours of operation.
2. All persons using the cabana, pool and deck do so at their own risk. Heatherwood 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 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 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 Stevens Disposal at 734-856-8451.
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 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 Association

OWNER INFORMATION

Owner Name: _____

Unit Address: _____

Mailing Address: _____
(if different than Unit Address)

City, State, Zip _____

Contact: _____

Phone _____ Email _____

* _____ (Initial) I permit my contact information to be shared in a community directory.

Mortgage Co. _____

Account Number _____

EMERGENCY CONTACT INFORMATION

In case of emergency, who has a key to your unit? _____ Relationship _____

Phone _____ Alternate Phone _____

Emergency Contact: _____ Relationship _____

Phone _____ Alternate Phone _____

VEHICLE INFORMATION

Vehicle 1 Make: _____ Model: _____ Plate: _____

Vehicle 2 Make: _____ Model: _____ Plate: _____

LEASING INFORMATION

Are you renting this unit to someone other than family? (Check one) Yes No

If someone other than family occupies the unit, **please supply a copy of your lease.**

Tenant Name(s): _____

Tenant's Phone # _____ Tenant's Email _____

I certify that this unit is **not leased** and is only occupied by the Co-owner of record or an immediate family member:

Signature _____ Date _____

Check ONE of the following:

I WOULD LIKE TO PAY MY ASSOCIATION DUES WITH COUPON BOOK. _____

I WILL BE SETTING UP AUTOMATIC PAYMENTS WITH THE BANK. _____

Please return completed form to: **Mister Management LLC**
P. O. Box 1676
Brighton, MI 48116

Heatherwood Condominium Association

Electronic Communication Consent Form

Please select the appropriate option and return to

Heatherwood
C/O Mister Management LLC
PO Box 1676
Brighton, MI 48116-1676

Option 1

Co-owners (s) Name: _____

Address: _____ Unit Number: _____

Phone Number: _____ Email: _____

Hereby gives consent and agrees to receive communications and documents from the Board of Directors of Heatherwood Condominium Association, either directly or on behalf of the Association by Mister Management (agent) in the form of electronic records. Agent may transmit documents to Co-owner through electronic email.

Co-owner's signature signifies that Co-owner voluntarily agrees to use electronic records in accordance with The Non-profit Corporation Act MCL 450.2141 (4) & MCL 450.2404 (1)(a).

Co-owner understands that, from the date of this agreement until such time as the Co-owner revokes this consent in writing, the Agent will send documents to the Co-owner in electronic form only and will not provide the Co-owner with paper copies of the documents unless required to provide paper copy by Michigan Statute OR requested by Co-owner on an individual document basis.

Co-owner Signature: _____ Date: _____

Co-owner Signature: _____ Date: _____

Option 2

Co-owners (s) Name: _____

Address: _____ Unit Number: _____

Phone Number: _____ Email: _____

I request that my email address be retained on my account for access to the online system but that no communications be sent electronically.

Co-owner Signature _____ Date: _____

Co-owner Signature _____ Date: _____

**Heatherwood Condominium Association
Designation of Voting Representative**

Purpose: Of the listed Co-owners, this form identifies which one has authority to vote for the unit.

Clarification: This form needs to be completed if

1. there is more than one name on the deed for the unit, or
2. there is more than one name listed in the Heatherwood Condominium Association records, or
3. the person holding the Power of Attorney is applying to serve as the voting representative. A copy of the Power of Attorney document must accompany this application.

Names listed on deed or in Heatherwood Condominium Association records

Co-owner 1 (print name) _____

Co-owner 2 (print name) _____

being the owners of Heatherwood Condominium Association Unit at the following address:

(street address)

Hereby designate (print name of designated voter) _____

Voter mailing address (if other than unit) _____

Voter email address _____

pursuant to the Master Deed and Bylaws of the condominium association as the individual representative who shall vote at meetings of the association and receive all notices and other communications from the association on behalf of the undersigned owner(s).

Notwithstanding the foregoing, it is further agreed that either, but no more than one of the undersigned may be counted for quorum purposes and vote in person at any meeting of the association unless the undersigned cannot agree as to who shall vote at such meeting in which event only the above designated representative may cast such a vote.

Signature of Owner 1

Date

Signature of Owner 2

Date

Heatherwood Condominium Association
Pet Registration and Approval Form

Co-Owner Name _____ Phone # _____

Address _____

Email Address _____

Kind of Pet _____ Pet's Name _____ Weight _____

Pet's Age _____ Male/Female _____ License # _____ Exp. _____

Description of Pet (Color, Markings, etc. _____

PLEASE INCLUDE A PICTURE OF YOUR PET FOR IDENTIFICATION PURPOSES AS WELL AS A RECORD OF CURRENT VACCINATIONS.

Condominium Rules for Pets (See Bylaws Article VI Section 6.3f)

- A Pet Registration MUST be completed and submitted by all pet owners.
- There is a limit of two (2) pets per unit (limited to cats, dogs, small birds and fish).
- No exotic or dangerous pets are permitted.
- 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 Bylaws. No dog/other pet may be confined to a porch, patio or deck unless accompanied by a responsible adult.
- Any droppings left by pets must be **immediately and thoroughly** removed. Pet owners are responsible for repairing any damage to the lawn or other damage caused by their pet.
- Pets may not be tied out to a tree, shrub, balcony/deck, or stake.
- Excessive noise from any pet either inside or outside a unit is prohibited.
- Any visiting pet with a stay of greater than 5 days must also be registered. The co-owner/resident is responsible for any damage caused by a visiting pet.

I have read the Bylaws of Heatherwood Association and understand the sections pertaining to pets. I agree to abide by the Bylaws and 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 Board of Directors Approval _____ Date _____

Architectural Review/Modification Agreement

Agreement between **Heatherwood Condominium Association**, a Michigan Corporation, herein after called the Association, and

Co-owner's Name (print) "Co-owner" will depict Co-owner *and* Co-owners

Co-owner's Address

A. It is mutually agreed:

1. The Co-owner has the Association's permission to make such modification(s) to the common ground or property of the Association as outlined in the attached description.
2. The Association will permit only modifications noted in this agreement description.

B. In consideration for same, the Co-owner agrees:

1. The expense of performing said modifications shall be borne entirely by the Co-owner.
2. The maintenance and upkeep of said modification is the responsibility of the Co-owner in accordance with the Condominium Documents and current Regulations and Procedures adopted by the Board of Directors.
3. If additional insurance is necessary, the Co-owner will see that proper insurance is in place to cover the above modification. Said insurance will be at Co-owner expense.
4. 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.

C. The following apply if the Co-owner is responsible for the complete maintenance and upkeep of said modification as determined by the current Regulations and Procedures:

1. In the event that the Association finds maintenance or upkeep lacking, or after having been so notified in writing by the Association, required maintenance and upkeep will be performed by the Association or its designate, at Co-owner expense. No such expense will be incurred without allowing the Co-owner specified time to perform the maintenance first.
2. Should continued neglect of maintenance or upkeep of modification occur, the Association may order return of its common ground or property to its original state at Co-owner's expense. However, this action will not be taken, under any circumstances, without written notification to the Co-owner from the Association.
3. That in the event the condominium unit to which said modifications are made is sold, the current Co-owner is required to notify any new Co-owner of the existence of this approved Modification Agreement, and that any new Co-owner assumes responsibility for maintenance and upkeep of the approved modification.
4. That in the event that the modification is damaged due to the repair, replacement, or removal of any common element (including but not limited to foundations, utility lines, pipes or wires, sump pumps, roofs, gas lines, etc.), removal, repair and/or replacement of the modification will be performed by the Co-owner, or shall be done at the expense of the Co-owner.

Architectural Review/Modification Agreement

Heatherwood Condominium Association (Continued)

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 expenses shall constitute a lien on the Co-owner's unit with the Register of Deeds for Oakland County, Michigan, and to proceed with all necessary litigation including, but not limited to, foreclosure.

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

Co-owner

Co-owner

Date:

Date:

Return to: Board of Directors, _____

Approved **Not Approved** (check one)

President (print)

Signature

Date

Board Member (print)

Signature

Date

Architectural Review/Modification Agreement

Heatherwood Condominium Association (Continued)

Co-owner(s): _____

Address: _____

Phone: _____ Email: _____

Diagram or Plan of Modification (attach additional pages as necessary):

.....

I (we) understand that if the modification requires digging into the ground, or accessing any other common element, that utility lines or other common elements may be encountered. I (we) understand this modification must meet ALL local, state and federal guidelines. We hereby accept financial responsibility for repair of any damages that may be incurred in connection with the proposed modification.

Co-owner Signature Date Co-owner Signature Date

.....

Return to: Heatherwood Condominium Association
 C/O Mister Management LLC
 PO Box 1676
 Brighton, MI 48116-1676

Heatherwood 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) installation plans, including a complete description of the materials used (2 sets),
- (B) 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 _____

**Heatherwood 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 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 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 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 Association for assessments and Heatherwood 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 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:

**Heatherwood 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 Association
c/o Mister Management
PO Box 1676
Brighton, MI 48116

DO NOT WRITE BELOW THIS LINE

Applicable Article and Section of the Bylaw(s)

Desired Action by the Board of Directors:

Heatherwood 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)

Description	Association Responsibility	Co-owner's Responsibility	Master Deed Ref. or Comments
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		

Appendix B

Heatherwood Association

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	<p>Patio Blocks</p> <ol style="list-style-type: none">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