

CHAPEL HILL CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

ADOPTED APRIL 18, 2019

Attached is your copy of the revised Rules and Regulations approved by the Board of Directors on April 18, 2019.

In conjunction with the First Amended Master Deed and Condominium Bylaws, these Rules and Regulations specify the responsibilities of Co-owners, renters, residents and guests.

These regulations have been adopted to ensure that the property of Chapel Hill is used in a manner consistent with the condominium concept of ownership and in such a manner as to guarantee the safety, rights, comfort, and convenience of all residents.

These Rules and Regulations may be revised or supplemented by the Board of Directors as needed.

CHAPEL HILL CONDOMINIUM ASSOCIATION

I. GROUNDS AND BUILDING EXTERIORS

A. MODIFICATIONS

1. PROCEDURES

a. MODIFICATIONS TO COMMON PROPERTY INCLUDING LIMITED COMMON AREAS ARE PERMITTED ONLY WITH THE APPROVAL OF THE BOARD OF DIRECTORS.

b. Co-owners wishing to modify a general or limited common element must submit a proposed Modification Agreement to the General Manager.

c. Graphic sketches, diagrams and complete plans for modifications must be submitted in writing for approval before beginning the project.

d. When plantings are involved, the request must identify the plants.

e. The Buildings and Grounds Committee may review all modification requests submitted and recommend approval or disapproval to Board of Directors.

f. Modifications will then be permitted only when the Co-owner and General Manager have signed the Modification Agreement.

g. Copies of this agreement may be inspected in the clubhouse office.

h. Failure to comply with these requirements may result in a removal of the modification by order of the Board of Directors, at the expense of the Co-owner.

2. DAMAGE TO UTILITIES

a. If any modifications require digging, Co-owners must contact the underground utilities locating service either online at missdig.org or by calling 811 or M-I-S-S-D-I-G (1-800-482-7171).

b. This service will mark the location of all underground utilities so that you may be sure of their location before beginning any type of work that will require excavation.

c. Any damage done to utilities or other common elements by a Co-owner when modifying a common area or limited common area must be repaired at the expense of that Co-owner.

3. MAINTENANCE OF MODIFICATIONS

a. Plantings in a patio area must be maintained by the residents.

b. Non-standard installations of railings or other aids for the disabled must be removed or modified by the Co-owner before the unit is sold or when the aid is no longer required, unless the buyer agrees in writing to accept responsibility for removal or modification of the non-standard installations.

c. The following modifications, if approved, become the property of the Association and will be maintained by the Association:

(1) exterior portion of fireplace chimney such as spark arrester and exterior flashing;

(2) tree plantings outside the patio area;

- (3) shrub plantings outside the patio area;
- (4) patio fence modifications including fence sections and gates;
- (5) front porch railings.

d. The following modifications, if approved, must be maintained by the Co-owner:

- (1) ramps and special porch railings for the accommodation of disabilities;
- (2) planting beds, shrubs, and trees inside patio area;
- (3) flowers or other plantings immediately adjacent to a unit, whether planted by the current or a previous Co-owner;
- (4) patio and deck modifications, including but not limited to sheds and constructions for planting needs;
- (5) window air conditioners required for medical purposes.

4. The following modifications are NOT permitted:

- a. addition of dormers;
- b. modification of roofs, including skylights;
- c. outside antennas, except as stated in Section XI;
- d. awnings;
- e. sheds, air conditioners, or play sets outside patio areas;
- f. enlargement of patio areas by relocation of privacy fences;
- g. modifications which hinder maintenance of common property.

B. LIMITED COMMON AREAS

A limited common area is property held in common by the Association but reserved for the exclusive use of a resident.

1. FRONT PORCHES

a. The front porch of each unit shall be kept in a neat and orderly manner by the resident.

b. No personal property except for such unattached items as door mats, potted plants, lawn or porch furniture, or snow shovels (during the winter months) may be left on front porches.

c. Bicycles, tricycles, or toys are to be stored in patio areas or inside the units. Bicycles may not be attached to porch railings.

d. Items physically attached to the building or porch are not allowed, except by approval of the Board of Directors or General Manager.

2. BALCONIES

a. Furniture and accessories should be compatible with normal balcony usage.

b. Use of balconies to dry or air clothing or other materials is not permitted.

c. Balconies may not be used for storage.

d. The use of charcoal or gas grills or other heat sources is prohibited on all balconies.

3. UNIT EXTERIORS

a. The installation of window or wall air conditioners is not allowed.

b. Installation of storm or screen doors and mailboxes to any unit will be permitted only when approved by the Board of Directors.

c. Satellite antennas or receivers may be installed as described in Section XIII.

d. No items, including hooks of any kind, may be physically attached to unit exteriors unless approved by the Board of Directors.

e. The flag of the United States and holiday decorations (in season) may be displayed.

4. PATIO AREAS

a. The development, maintenance and use of each patio area is governed by these Rules and Regulations to the extent needed to safeguard the interests of other residents.

b. Co-owners may develop their patio areas in any manner which maintains a neat appearance as viewed from other ground patio sides and units, which does not create a persistent objection or disturbance to neighbors, and which is not apt to cause damage to foundations, underground pipes, or cables in the future.

c. If development of the patio area constitutes modification, applicable modification procedures must be followed.

d. The grassed areas will be mowed by the Association, provided the maintenance crew is not required to move items. If all fecal matter is not cleaned up on mowing days, the grassed area will not be mowed.

e. Furniture and accessories within patio areas should be compatible with normal patio usage.

f. The Co-owner is responsible for maintaining established planted areas inside the patio area, including trimming of trees and shrubs and weeding.

g. Only storage enclosures approved by the Board of Directors or General Manager are permitted.

h. All enclosures of patio areas must be approved by the Board.

(1) Such alterations shall not bar access to electric and gas meters.

(2) The Association will not mow any patio area to which entry is restricted.

(3) Co-owner must provide a gate at least 36” but not more than 48” wide.

5. PATIO FENCE MODIFICATION CRITERIA

a. A modification agreement shall be approved by the Board of Directors and signed by the General Manager before any modification is started.

b. Any additional fence sections and gates shall be constructed in accordance with specifications which shall be obtained from the Association Business Office.

c. New fence sections shall be constructed of the type and quality of materials prescribed by the Board.

d. Enclosing patio to ground level to contain pets or children may be done with vertical slats matching the fence or with horizontal board matching the fence.

C. COMMON AREAS

A common area is property held in common by the Association for the use and enjoyment of all residents.

1. STEPS, APPROACHES AND SIDEWALKS

a. The steps, approaches, and sidewalks shall be kept in a neat and orderly manner by all residents.

b. No personal property is to be left unattended in the common areas.

c. The entire sidewalk must be kept clear for snow removal and sweeping.

d. To facilitate lawn care and snow removal, vehicles shall be parked so that neither the front nor rear bumper extends over the curb, sidewalk or lawn.

2. LAWN AND LANDSCAPING

a. The lawn, shrubs, and trees adjacent to each unit are property held in common by the Association and are subject to a master site plan for landscaping.

b. Co-owners, residents, their families, and guests shall refrain from mutilation or removal of common area plantings.

c. Co-owners, or residents shall not add to plantings without the approval of the Board of Directors or General Manager.

d. The use of sprinklers to water lawns and landscaping is prohibited.

3. TRASH CONTAINERS AND ENCLOSURES

a. The dumpsters and recycling bins are for the sole use of residents for the purpose of disposing normal household trash. The City of Ann Arbor provides pick up service of trash and regulates what can be placed into the dumpsters and recycling bins for disposal.

b. Electronic items, including televisions, computers, monitors and similar items shall not be placed into the dumpsters.

c. Large items, including box springs, mattresses, couches and similar items, shall not be placed into the dumpsters or next to the dumpsters.

d. Yard waste and recyclable items shall not be placed into the trash dumpsters. Yard waste may be placed near the dumpster to be picked up by the Association.

e. Trash may not be brought from offsite onto the property to dispose of in the dumpsters.

f. The lids to the dumpsters shall not be left open after disposal of trash.

g. Larger bulky items must be broken down before being placed into the dumpsters.

h. Residents and Co-owners are not permitted to fill up a dumpster. If you are moving and need to dispose of a large quantity of items, you will need to make other arrangements to dispose of these items or simply plan ahead of your moving date and gradually dispose of items over several weeks prior to moving.

i. Trash must be placed inside the dumpsters and may not be left outside the dumpsters.

j. Liquids shall not be placed in the dumpsters.

k. Water-based paint containers shall not be placed into the dumpsters unless kitty litter or similar product is put into the paint can to dry up any left-over paint.

l. Oil-based paint containers shall not be placed into the dumpsters.

m. Co-owners and residents are responsible for knowing what can and cannot be placed into the dumpsters.

n. If you are unsure whether an item can be placed into the dumpsters, contact the office or consult the City of Ann Arbor's website to see a list of items that can and cannot be placed into the dumpsters.

o. Violations of the rules stated above are subject to fines as stated in Section VIII below.

p. In addition to these fines, if the Association has to remove unauthorized items from the dumpster, the violator will be charged a service fee based on the nature and amount of the items removed; the minimum service fee is \$25.00.

4. RECREATIONAL AREA

a. The recreational use area is located on the east side of Burbank Drive, south of the creek and extending eastwardly to the fence.

b. The recreational area is to be used for all recreational games such as baseball, softball, football, and soccer.

c. Swings, slides, and other playground equipment and facilities are to be used in a manner consistent with their intended purpose.

5. FIRES

a. Outdoor gas or charcoal cooking fires, in containers or appliances designed for cooking, are permitted providing the smoke does not create an unreasonable nuisance for neighboring Co-owners.

b. Open fires, other than the cooking fires described above, are prohibited.

6. COMMUNITY GARDEN

a. The Chapel Hill Community Garden is administered by Project Grow and is intended for the use of Chapel Hill residents; non-residents may participate only if space is available in the garden area.

b. All gardeners must sign a release of liability provided by the Chapel Hill Condominium Association.

c. Children under 14 years of age must be accompanied by an adult within the fenced garden area.

d. Running is prohibited within the fenced garden area.

e. Any conduct which may cause damage to the garden fence, including leaning on or jumping over the fence, is prohibited.

f. Any person causing damage to the garden fence shall be responsible for payment of the cost of repairs to the fence, in addition to any fines as provided in these Rules and Regulations.

g. Gardeners must comply with the Project Grow Plot Usage Guidelines.

II. CLUBHOUSE FACILITIES AND FUNCTIONS

A. GENERAL REGULATIONS

1. All local ordinances and all state and federal laws must be followed.

2. Smoking is not permitted in the clubhouse.

3. People wearing only bathing suits or with bare feet are not permitted on the main floor of the clubhouse.

4. Pets or other animals are not allowed in the clubhouse during resident or non-resident functions.

B. FACILITIES

1. The main floor includes a banquet room with kitchen facilities; maximum occupancy is 120 people.

2. The downstairs includes a conference room, maximum occupancy 50 persons, and card room with kitchen facilities, maximum occupancy 40 persons.

3. Kitchen facilities and utensils must be cleaned after use.

C. PRIVATE FUNCTIONS--RESIDENT

1. The Clubhouse facilities are available to residents for private functions at the current rental rates, which are available at the clubhouse office.
2. A resident sponsoring a function in the Clubhouse is required to fill out a "Request to Use Clubhouse Facilities" at the time the reservation is made.
3. Facilities rental requires payment of a damage deposit and a minimum flat rate charge, and attendant fee.
 - a. If the resident who signed the reservation form is not in attendance during the function and is not present to sign out at the end of the function, the function will be considered to be a non-resident function and the non-resident fees will apply.
 - b. Any additional fee will be deducted from the damage deposit.
4. The rental rate for the banquet room may also include a per person charge.
5. A deposit must be paid at the time of the reservation.
6. Cancellation of a reservation must be in writing.
7. If a reservation is cancelled less than ten (10) days prior to the scheduled function will result in an automatic charge deducted from the deposit.
8. An hourly attendant charge is assessed for functions outside of normal business hours.
9. Co-owners or residents who rent the clubhouse facilities may not bring anything into the clubhouse or move furniture prior to 5:00 p.m. (weekdays), on the afternoon of the scheduled function without the approval of the General Manager.
10. Residents not renting clubhouse facilities may not use the facilities after normal business hours.
11. During private functions, residents and guests may not use clubhouse facilities other than the rooms rented.
12. At private functions, residents, guests and organizations are subject to all clubhouse regulations.
13. Sunday through Thursday, the rented facilities must be cleaned and vacated by 10:00 p.m.
14. On Friday and Saturday the rented facilities must be cleaned and vacated by 11:00 p.m.

D. BUSINESS FUNCTIONS—RESIDENT

1. Any resident using the clubhouse facilities for a function of any size for an organization (business or profit-making venture) must file a Rental Agreement form with the General Manager.
2. The fees and damage deposit for Business Meetings will apply.
3. The person signing the Rental Agreement must be in attendance at all times.

E. PRIVATE FUNCTIONS—NON-RESIDENT

1. Any individual, group, or non-profit organization may rent the Clubhouse at non-resident rental rates.
2. In such cases, the person signing the reservation form will be responsible for the group.
3. A deposit must be made at the time of a signing of the rental agreement. The rules for usage will be presented to the sponsor at this time.
4. The sponsor is responsible for implementation of these rules.
5. Further information may be obtained at the Association Business Office.

III. SWIMMING POOL

A. MEMBERS AND MEMBERSHIPS

1. “Member” means a resident of Chapel Hill or an individual who has paid a fee for the summer to use the pool.
2. “Membership” means a household in Chapel Hill or the household of an individual who has paid a fee for the summer to use the pool.

B. GENERAL REGULATIONS

1. All members 13 years of age or older MUST have a valid Chapel Hill ID.
2. Members MUST present a valid Chapel Hill ID to the employee on duty when entering the pool area.
3. There is a \$5.00 charge to replace lost, stolen or damaged ID cards.
4. The Lifeguard has the authority to take disciplinary action on matters requiring immediate attention, including dismissing anyone from the pool area for reason of misconduct.
5. Pool privileges may be suspended by the Association for any infraction of the pool Rules and Regulations.
6. Parents and legal guardians are responsible for their minor children and guests at all times while they are at the pool.
7. Members will be held financially responsible for any damages to the facilities, in addition to repair or replacement of equipment damaged or destroyed by the member, their children or guests.
8. Admission to the pool area is allowed ONLY while the lifeguard is on duty.

C. SAFETY REGULATIONS

1. The lifeguard has the authority and right to close the pool at any time.
2. Only AUTHORIZED water play equipment is allowed in the pool.
3. Running is NOT allowed in the pool area.
4. Playing with or sitting on the lane lines is NOT permitted.

D. SANITARY REGULATIONS

1. The pool enclosure may be entered ONLY through the dressing rooms.

2. All swimmers MUST take a soap shower before entering the pool.
3. Persons with open blisters, sores, cuts etc. may NOT use the pool.
4. Children should be encouraged to use the toilet before entering the pool.
5. Any child not toilet trained MUST wear tight fitting rubber pants over diapers and over plastic coated disposable diapers.
6. Food, gum or glass objects are NOT permitted in the pool area.
7. Spitting, spouting of water, blowing nose etc. is NOT permitted in the pool.
8. No animals are allowed in the pool enclosure.
9. THE LIFEGUARD HAS THE AUTHORITY TO CARRY OUT ALL HEALTH AND SAFETY RULES OF THE AMERICAN RED CROSS AND COUNTY HEALTH DEPARTMENT.

E. AGE REGULATIONS

1. Members ages 13-16 years may use the pool without adult supervision if he or she has been tested by the Lifeguard and proven to be a safe and adequate swimmer.
2. No child under the age of 13 will be allowed in the pool area unless accompanied by an adult who is responsible for the actions of the child in the pool area, locker rooms and saunas.

F. PERSONAL PROPERTY

1. The association is NOT responsible for personal property left in the pool area or locker rooms.
2. Locks may be brought to use on the locker in the dressing rooms while swimming.
3. All locks must be removed on a daily basis before the pool closes.
4. Bicycles must not obstruct sidewalks or entryways.
5. Baby carriages, wheelchairs and strollers too large to pass through the dressing room areas will be admitted through the pool gate and should be parked by the lifeguard shack if not needed while in the pool area.

G. GUESTS

1. Guests MUST be accompanied by a pool member at all times.
2. A member aged 13-16 is allowed 2 guests per membership but must be accompanied by an adult member who is responsible for the guests.
3. A member aged 16-18 is allowed a maximum of 2 guests per membership.

IV. PETS

- A. All pets shall be confined to the interior of the units except while under a resident's direct control.
- B. An animal restrained completely within the resident's patio area shall be deemed to be under the control of the resident within the meaning of this section.
- C. When an animal is restrained completely within the resident's patio area, all waste must be disposed of in a sanitary manner daily.

D. No animal shall be tethered on the common grounds, whether attended or unattended.

E. No animal shall be permitted to create a nuisance or a dangerous condition of any kind.

F. Animal waste on the common grounds must be removed immediately.

G. Residents who observe dogs and cats running loose on the common grounds should contact the Association office to file a complaint.

H. Co-owners, residents and guests must comply with the Ann Arbor leash law.

V. FIREARMS AND PROJECTILES

No Co-owner shall use or permit the use by any occupant, guest, or family member of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, or any other similar dangerous weapons, projectiles, or devices anywhere on or about the condominium premises.

VI. EXCESSIVE WATER CHARGES

A. Buildings exceeding the average quarterly water consumption per unit (based on average consumption per unit in Chapel Hill) by \$100 or more will be notified and maintenance will set up appointments to enter and identify the water loss problem.

B. After two broken appointments, the Association will handle the excessive water usage problem as an emergency and gain entry at the Co-owner's expense (per Article VI, Section 16 of the Condominium By-Laws).

C. Co-owner(s) of a unit or units being identified as responsible for the excessive water usage charges will be billed separately for the excessive water charge.

VII. COLLECTION AND DELINQUENCY

A. FEES

1. Monthly Association fees and all other charges are due on the first of each month.

2. Association fees and all other charges not paid by the 10th of each month are considered late and will be subject to all penalties and late fees.

3. All payments received will be applied to the oldest balance first.

B. LATE FEES

1. After the 10th of each month, any account with a balance owing will be charged a \$25.00 late fee.

2. The Co-owner will receive a notice from the Association advising of the charges.

3. After the 25th of each month, any account with a balance owing will be charged an additional \$25.00 late fee.

4. The Co-owner will receive a notice from the Association advising of the charges.

C. ACCELERATION

1. Co-owners who accrue a balance greater than 2 months of the current association fee for their units will be notified that failure to pay the total balance due within

10 days will result in acceleration of the fees due to the end of the Association's current fiscal year.

2. If the total fee is not paid within 10 days of sending the notice described above, the Association shall:

- a. accelerate the fees due to the end of the year; and
- b. file and record a lien on the property ; and
- c. send notice of default to the Co-owner's mortgage holder;

3. If a unit for which the accrued balance is greater than two months is a rental unit, the tenants and Co-owner shall be notified that the tenant shall make all rental payments to Chapel Hill Condominium Association until the accelerated balance is satisfied.

4. Co-owners will be charged all costs and attorney fees as they are incurred by the Association.

D. FORECLOSURE

1. If the total amount owing to the Association remains unpaid, the Association's attorney or representative will initiate action to foreclose on the Co-owner's property.

2. Co-owners will be charged all costs and attorney fees as they are incurred by the Association.

VIII. VIOLATIONS AND FINES

A. The Board of Directors is responsible for the enforcement of these Rules and Regulations.

B. The violation of any of the provisions of the Condominium documents by any Co-owners, guests, invitees, or tenants shall be grounds for levying monetary fines by the Board of Directors with proper notice to the Co-owner or resident.

C. Unless specified otherwise in these rules or the condominium documents,

1. No fine shall exceed twenty-five (\$25.00) dollars for the first violation.
2. No fine shall exceed fifty (\$50.00) dollars for the second violation.
3. No fine shall exceed one hundred (\$100.00) dollars for any subsequent violation.

4. Fines may be appealed to the Board of Directors by appearing at a regular meeting of the Board no less than seven (7) days from the date of the notice and offering evidence in defense of the alleged violation.

IX. MOTOR VEHICLES

A. OPERATION AND PARKING

1. No person shall operate a vehicle in excess of 25 MPH on the through portions of Burbank Drive and Bolgos Circle nor in excess of 10 MPH in parking areas.

2. Vehicles in parking areas must bear current license plates and be maintained in operable condition.

a. When a vehicle, including a motorcycle, remains parked on Chapel Hill property for a period of time over 48 hours and appears to be abandoned or inoperable, the vehicle will be tagged for towing.

b. The tag will state that the vehicle will be towed at the owner's expense within 48 hours of the time and date of tagging.

c. Vehicles may be tagged following any complaint by a resident or employee regarding a vehicle which appears to be abandoned or inoperable.

3. Parking more than two motor vehicles by the occupants of any condominium unit is prohibited except with the revocable written approval of the Association.

4. Vehicle repairs in the parking areas which cause a nuisance or dangerous condition are prohibited except in cases of emergency, and then only for the duration of the emergency.

a. Oil changes and other repairs which may result in fluids being spilled in the parking lot are prohibited.

b. Vehicles may not be left unattended on jacks or other support devices.

5. All vehicle operators must be licensed.

6. Overnight parking of trailers and vehicles other than passenger cars, motorcycles, and light trucks is not permitted, except by arrangement with the General Manager.

7. No house trailers, boat trailers, boats, camping vehicles, camping trailers, all-terrain vehicles, snowmobiles, or snowmobile trailers may be parked or stored upon the premises of the Condominium unless stored fully enclosed within a garage.

8. When circumstances such as vacations or illness prevent an owner from moving a parked vehicle, the vehicle's owner must provide a key to the Chapel Hill General Manager so that the vehicle may be moved in the event of inclement weather or other occurrence requiring that the vehicle be moved.

9. Unless used for daily transportation, motorcycles must be stored in patio areas from November 1 through April 30.

B. COMMERCIAL VEHICLES

1. No commercial vehicles may be parked or stored upon the premises of the Condominium unless stored fully enclosed within a garage or parked in an area specifically designated therefore by the Association.

2. Except as provided above, commercial vehicles and trucks shall not be parked in or about the Condominium except while making deliveries or pickups in the normal course of business.

3. For the purposes of this section, the term "commercial vehicles" includes:

a. Vehicles used to transport persons for hire (e.g., taxi, bus, limousine);

b. Vehicles bearing commercial advertising or signs other than the name of the dealer from whom the automobile was purchased or leased;

- c. Company-owned pickups and vans up to 8,000 pounds;
- d. Vehicles up to 8,000 pounds used commercially to transport goods, wares, or merchandise (e.g., stake truck, tank, dump, utility) including passenger vehicles used commercially;
- e. Ambulances and hearses;
- f. All trucks weighing over 8,000 pounds (empty);
- g. All semi tractors; and
- h. Trucks weighing 8,000 pounds or less (empty) towing a trailer or any other vehicle for commercial purposes.

X. SIGNS

A. No signs or other advertising devices shall be displayed which are visible from the exterior of a condominium unit or on the common elements, including “for sale” signs, without written permission from the Association.

B. The Association will allow, without written permission, one “for sale” sign not greater in size than 24” x 24” to be displayed in any window on the interior side of the window.

C. A total of two “open house” or “directional arrows” signs are permitted for up to six hours in any seven-day period, to be displayed during the open house period only.

D. Additional signs or riders such as “pending” or “sold” may not be displayed.

E. Information or flyer boxes or tubes of any type may not be installed.

F. The allowed signs must be removed once the property is sold.

G. Unauthorized signs placed on the common or limited common elements may be removed by the Association without any notice.

H. It is the Co-owners’ responsibility to make their realtors aware of this sign policy.

XI. UNIT RENTALS

A. In addition to these rules, unit rentals are subject to any rules or restrictions stated in the First Amended Consolidated Master Deed and Condominium By-Laws.

B. Co-owners must inform the Association in writing that they are or will be renting their unit.

C. All unit rentals must be approved in writing by the Association in advance of the tenants’ occupancy.

D. Co-owners must provide the Association with a completely filled out and signed copy of the lease they have with the current or future lessee/tenant.

1. The lease must comply with lease requirements set forth by the State of Michigan and the City of Ann Arbor.

2. The initial term of the lease cannot be less than six months.

3. The lease must contain the name, address, email address and phone number for the landlord, Co-owner and the lessee/tenant.

E. The body of the lease or an addendum to the lease must include the following language:

1. Lessee/tenant and landlord/Co-owner acknowledges that he/she has read the entire First Amended Consolidated Master Deed and Condominium By-Laws and the Rules and Regulations for Chapel Hill Condominium Association and all amendments thereto (hereinafter referred to as "Condominium Documents"). Lessee/tenant and the landlord/Co-owner agree to comply with said Condominium Documents and with all amendments and additions to such Condominium Documents as are allowed by law.

2. Lessee/tenant and the landlord/Co-owner acknowledges that Chapel Hill Condominium Association shall have the right and power to bring summary proceedings to evict the lessee/tenant and/or to bring an action for money damages in the same or separate action against the landlord/Co-owner and/or lessee/tenant in the event of any default by the lessee/tenant in compliance with the Condominium Documents. Money damages shall include, but not be limited to, actual attorney's fees and costs incurred by Chapel Hill Condominium Association in commencing any proceedings against the lessee/tenant and/or landlord/Co-owner.

3. In accordance with Michigan Law and the Condominium Documents, the landlord/Co-owner and the lessee/tenant acknowledges that if the landlord/Co-owner is in arrears to Chapel Hill Condominium Association and same gives written notice of the amount of arrears to the lessee/tenant, the lessee/tenant shall deduct such assessments from the rental payment due to the landlord/Co-owner under the lease and pay them to Chapel Hill Condominium Association. The deduction shall not constitute a breach of the lease agreement by the lessee/tenant.

F. Upon request, the Association will provide a lease addendum with the above language that can be used by the landlord/Co-owner.

G. All rentals must be registered with and approved by the City of Ann Arbor.

H. The Co-owner must provide the Association with a copy of the rental license or rental certificate from the City of Ann Arbor.

I. All rental units will be charged an annual rental administration fee. Contact the office for the current fee amount and due date.

J. Co-owners in violation of the Rental Policy are subject to a \$200.00 service fee.

K. Additional costs incurred in enforcing compliance with the rental rules may be assessed to Co-owners as provided in the First Amended Consolidated Master Deed and Condominium By-Laws.

L. No Co-owner shall be permitted to rent or lease a condominium unit if as a result of the rental or lease the total number of rental units in the Condominium would exceed 130 units.

M. Any Unit owned by a Co-owner prior to March 3, 2017, shall be exempt from the application of the rental limitation until the first transfer of ownership.

N. For purposes of the exemption from the rental restriction, the transfer of ownership of a unit to a trust or other entity controlled solely by the Co-owner shall not be deemed a transfer of ownership; any other transfer to a trust or any other person or entity shall be deemed a transfer of ownership.

O. If the Association has reached the limit of 130 rental units, any Co-owner desiring to lease a non-exempt unit must, either by email or personal delivery to the Association office, make a written request to be placed on a waiting list.

1. The date and time of receipt of any request to be placed on the rental waiting list will be noted, and requests will be recorded in chronological order, with the first request at the top of the list.

2. When the total number of rental units drops to less than 130, the Association will notify the first Co-owner on the waiting list that there is an opening for a rental unit.

3. A Co-owner on the waiting list who is notified that there is an opening for a rental unit must provide the Association with all required rental documents within 60 days of notification.

4. If a Co-owner on the waiting list is notified of an opening for a rental unit does not wish to lease the unit at that time, that Co-owner will be removed from the waiting list and must re-apply to be placed on the waiting list.

P. Any unit which is occupied as a rental unit retains its status as a rental unit until the earliest of 60 days after termination of the tenancy or until the Association is notified in writing that the unit is no longer occupied as a rental unit.

XII. FIREPLACE CLEANING AND INSPECTIONS

One of the major causes of home fires is fireplaces and chimneys. The risk associated with using a fireplace can be greatly reduced by having regular inspections to determine whether they are safe or require cleaning or repair. In order to promote the safety of all Co-owners and residents the Board of Directors has adopted the following policy.

A. All fireplaces, chimney flues and any components attached thereto must be inspected using a Level One inspection as defined by the National Fire Prevention Association (NFPA) by a qualified inspector who is certified by the Chimney Safety Institute of America (CSIA) at least every three years beginning in 2017.

1. This requirement applies to all fireplaces including wood burning, gas burning, pellet burning or any other type of fireplace regardless of the ignition source or whether the fireplace is in use.

2. All inspections, repairs and or replacement must be completed by September 30 of each inspection year.

B. If the inspection determines that the fireplace, flue or any components attached need to be cleaned, repaired, or replaced or requires a higher level of inspection, it must be done within 30 days from the date of the inspection.

C. Costs for all inspections, cleaning, repairs and replacements are the Co-owners' responsibility.

D. Co-owners must provide the Association with a paid receipt and an inspection report specifying the services provided and any recommendations from the inspector.

E. If cleaning, repair or replacement is not required, the inspection report must so state.

F. The Association will maintain a list of contractors who are certified to perform this type of work. Please contact the office.

G. Co-owners may use their own contractors if certified as noted above to perform this type of work.

H. All Contractors must provide the Association and the Co-owner with a certificate of insurance for liability and workers' compensation insurance.

XIII. ANTENNAS AND SATELLITE DISHES

A. ANTENNA & DISH SIZE AND TYPE

Satellite dishes, antennas, transmitters and receivers that are one meter (39.37 inches) or less in diameter may be installed by the Co-owner.

B. ACCEPTABLE LOCATIONS

1. Antennas or dishes may be installed inside the condominium unit.
2. Antennas or dishes may be installed within the boundaries of a unit's patio or balcony areas.
3. If a mast (pole) is used, it cannot be any taller than 12 feet.

C. UNACCEPTABLE LOCATIONS

1. Antennas or dishes shall not be placed on the exterior side of patio fences.
2. Antennas or dishes shall not be placed on the building's exterior walls or any portion of the common elements of the Association as defined in the Association's Master Deed and By-laws, except as noted in B(4) above.
3. Antennas or dishes shall not be placed on the building's roof.
 - a. In the case of antennas or dishes installed on the roof of any unit prior to the adoption of these rules, the Co-owner must provide proof that the antenna or dish is still in use.
 - b. Antennas or dishes which are not in use shall be removed by the Association.

D. RESTRICTIONS

1. Any hole drilled through any building's exterior wall must be sealed around the wires/cables so as not to allow air, water or insects to enter the opening.
2. Wires or cables must be placed on the inside of the building or hidden from view if run on the exterior.
3. Wires or cables may be placed under a deck without being buried if not exposed.

E. ADDITIONAL REQUIREMENTS:

1. Installer Qualifications: In order to protect the interests of the Co-owner and the Association, it is recommended that any installer other than the Co-owner should be licensed, bonded and insured.
2. Installers' insurance should meet the following minimum limits:
 - a. Contractor's General Liability (including completed operations): \$1,000,000; and
 - b. Workers' Compensation: Statutory Limits.
3. It is recommended that the Co-owner have the installer provide the Association with a copy of the installer's license and insurance certificate prior to installation, if other than inside the unit.

a. This recommendation is intended to ensure that antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions, and to protect the interests of the Association.

b. Improper installation may damage structures or pose a safety hazard to the Condominium's residents and to Condominium or personal property.

F. VIOLATIONS

1. Violators of this policy will be subject to the fines set forth in Article XI (d) of the Condominium By-Laws.

2. Additionally, the Association may take other action to achieve compliance with this policy.

XIV. SUMP PUMPS AND WATER SHUTOFFS

A. Sumps pumps installed in units shall be maintained by the Association.

B. Co-owners are required to provide access to the Association to perform any required maintenance of sump pumps.

C. Co-owners of units with sump pumps and main water shut-off valves must provide a key to the unit to the Association office for the performance of maintenance functions.

XV. SNOW REMOVAL

A. POLICY

1. This policy and the following rules are intended to give Co-owners and residents a general guideline on how and when the snow is removed and what is expected from the Co-owners and residents in order for the Association to quickly and efficiently remove snow from the walkways, porches, parking lots and roadways.

2. Snow removal is conducted by the Association's maintenance staff. Each snowfall may be different due to the type, amount, and time of the snowfall.

3. Snow is typically removed when the accumulation reaches 2 inches. Snowfalls of less than 2 inches may or may not be removed, at the discretion of the General Manager. In some circumstances, snow may be removed from the sidewalks only.

4. Snow removal is typically conducted between the hours of 6:00 a.m. and 5:00 p.m.

5. At the discretion of the General Manager, snow removal may be delayed until the snowfall has ceased.

6. Streets are cleared first. The center of parking lots and any large open parking spaces will be cleared next. When this is finished, walks and porches will be cleared. Once most of the vehicles have left for the day, staff will begin clearing the parking lots and parking spaces.

7. Salt will be applied where and as needed. There may be occasions when the walks will be salted even if they are clear, if overnight accumulation of snow or ice is likely.

8. Snow will be removed on a continuous basis where and as needed.

B. RULES

1. When the snow removal crews begin clearing a parking lot and parking spaces within that lot, Co-owners and residents must remove their vehicles from the parking lot and park on the street so that the entire parking lot and parking spaces can be cleared. It is the responsibility of Co-owners and residents to move their vehicles.

2. Co-owners and residents who are away for more than two days must make arrangements to have their vehicles moved during snow removal activities. Co-owners and residents may leave spare keys to their vehicles with the office so that staff can move their vehicles when the Co-owners or residents are unable to do so.

3. All vehicles must be parked at least 2 feet back from the sidewalk and curb so that the snow removal equipment can safely maneuver the walkways.

4. Vehicles shall not be parked so as to block areas where snow is being piled.

5. Vehicles shall not be parked on the streets before the streets are cleared of snow.

6. Vehicles in violation of these rules may be towed at the owner's expense.

7. In addition, violations of these rules are subject to fines as stated in Section VIII.

Approved by the Chapel Hill Condominium Association Board of Directors on April 18, 2019.



Michael Mixer
President