

PARKVIEW HILLS COMMUNITY ASSOCIATION

Rules and Regulations

The Declaration of General Covenants, Conditions and Restrictions for Parkview Hills Planned Unit Development states, *“In general this Declaration shall be construed to encourage the leaving of the land in its natural state except as otherwise provided or permitted and to give the Board of Directors the authority to pass reasonable regulations concerning aesthetic considerations including preservation of scenic views, prevention of unsightliness, fostering of quietness, and the like.”*

The Parkview Hills Community Association Board of Directors has developed the following rules and regulations with the objective of preserving natural growth and appearance throughout Parkview Hills. A harmonious community of homes, condominiums, apartments, and businesses will help protect and enhance the value of each individual owner’s investment in real property.

The Board of Directors will review these rules annually and make modifications as necessary.

1. Definitions

“Declaration” shall mean the Declaration of General Covenants, Conditions and Restrictions for Parkview Hills Planned Unit Development.

“PHCA” shall mean the Parkview Hills Community Association.

“Board” shall mean the Board of Directors of the PHCA.

“EARC” shall mean the Environmental & Architectural Review Committee, as appointed by the PHCA Board.

“Common Area” shall mean all the real property owned for the common use of the respective owners. City right of way shall be included in the adjacent Common Area.

“Management Company” shall mean the Management Company currently contracted by the Board to manage the PHCA Common Area.

“Property Owner” shall be defined as the owner of record, whether one or more persons or entities, of any property in Parkview Hills. For purposes of these rules, ownership of a condominium Common Area shall be delegated to the Condominium Association Board.

2. Submission of Requests

Written requests or appeals required under these Rules and Regulations shall be submitted personally, by electronic mail, or by first-class mail to the Management Company which shall then promptly forward the request or appeal to the EARC or Board for consideration.

3. Preservation of Trees

"The natural growth on any property shall not be deemed a nuisance, but the Board of Directors may pass reasonable regulations for control thereof." (Declaration, p.12) The Board has delegated authority to the EARC for administering the following:

3.1 No tree, alive, diseased, or dead, whether standing or fallen, and measuring four (4) inches or more in diameter at three (3) feet above ground level ("Tree") shall be cut down, or removed (collectively hereinafter, "removed") without the prior express written consent of the EARC, except as set forth in paragraph 3.4 of this section.

3.2 All living Trees removed shall be replaced if required and in a manner prescribed by the EARC.

3.3 Any Tree shall be deemed removed where such Tree is intentionally harmed, damaged, or wounded such that the harm, damage, or wound causes the death of the Tree.

3.4 A Property Owner may remove a Tree without prior approval by the EARC solely in the event of an emergency. An "emergency" shall be defined as: imminent danger to human safety or property posed by a Tree, whether alive or dead, standing or fallen, and as caused by wind storm, lightning, or other unforeseen natural event. Property Owners who remove a Tree without record of express consent of the EARC, do so at their own risk. In the event any Property Owner removes a Tree without prior consent and the EARC determines the Tree was not removed due to an emergency, the Property Owner shall be subject to fines as set forth in paragraph 3.5.

3.5 In the event any Property Owner removes or causes to be removed a Tree without the prior express written consent of the EARC, the Board may, at its sole discretion, fine the Property Owner in an amount which shall include: the appraised value of the loss; cost of replacement, including, but not limited to, stump chipping or removal, site preparation, transportation, and planting costs; any and all costs and fees for an appraisal; and a fifteen percent (15%) administrative fee. The appraisal shall be performed by a certified arborist licensed by the State of Michigan and approved by the Board. In any event, any such fine shall not be less than \$500.00.

3.6 A request for prior written consent to remove a Tree may be made by submitting a completed "Tree Removal Request" form to the Management Company. The Management Company shall then promptly forward the request to the EARC. The EARC shall respond in writing within sixty (60) days granting the request, denying the request, or requesting additional information. If no response is made within sixty (60) days the request shall be deemed approved. If additional information is requested, the EARC in its request shall state what additional information is required. The EARC shall provide final approval or denial within sixty (60) days of receiving the requested information in writing. If no response is made by the EARC within sixty (60) days after the additional information is received, the request shall be deemed approved.

3.7 A Property Owner may appeal a decision by the EARC under these Rules and Regulations to the Board. It shall be the responsibility of the Property Owner to make such appeal to the Board in writing. If the Board fails to respond in writing within sixty (60) days of such appeal, the decision of the EARC shall be deemed to be upheld.

4. Preservation of Common Area Appearance

"...the Board of Directors shall have the power to adopt and publish rules and regulations governing the use of the Common Area." (PHCA Bylaws, p.7)

4.1 Property Owners shall take reasonable measures to control erosion on their property. In the event erosion threatens the natural state of the PHCA Common Area, the Management Company may, after approval by the Board and after reasonable notice to the Property Owner, take such measures as the Board may deem necessary to remedy and repair the condition. The costs and fees of any such remedy and repair shall be assessed to the Property Owner.

4.2 No rubbish, trash, yard waste, junk, inoperative vehicles or any other offensive or noxious thing shall be permitted to accumulate or remain on PHCA Common Area. The Management Company may, after approval by the Board and after reasonable notice to the violator, take such measures as the Board may deem necessary to remedy the condition. The costs and fees of any such remedy shall be assessed to the violator.

4.3 All household pets must be confined at all times, on a leash or otherwise controlled by the owner, and the owner shall be fully responsible for any damages, costs, expenses, or liabilities of any nature, including all injuries and property damage caused by the pet. Individual pet owners shall be responsible for picking up and properly disposing of their pet's feces deposited in any area of Parkview Hills.

5. Fines Procedures

"The Association... shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent or obtain damages for the violation or breach of any provision hereof." (Declaration, p.13)

5.1 The Board may assess Property Owners any costs, fees, fines, or penalties (collectively "Fines") as required under these Rules and Regulations.

5.2 Any Property Owner or resident may file a written complaint with the Board setting forth an alleged violation and the violating Property Owner's name and address. The Board may take action as it deems necessary to assess a Fine for a violation of these Rules and Regulations.

5.3 The Board may, but is not obligated to, refer the complaint to the EARC for review and recommendation.

5.4 The Board may issue an "Intent to Assess Fine" notification to the violating Property Owner. The Intent to Assess Fine shall include a summary of the violation, the amount of the proposed fine, and notification of a public Board meeting where the Property Owner may present arguments why a Fine should not be assessed. The Intent to Assess Fine shall be conclusive notice of the meeting. If the Property Owner or a representative fails to appear, the meeting will be conducted in their absence.

5.5 At the public Board meeting, the Board shall vote on the assessment of the proposed Fine. The Board shall assess the Fine upon the majority vote of a quorum of Board members. If such a majority does not vote to impose the fine, the Board will dismiss the Intent to Assess Fine within ten (10) business days of the meeting.

5.6 If the Board consents to the Fine, the Board will prepare a summary of its findings and an invoice for the Fine will be sent to the Property Owner within ten (10) business days of the meeting.

5.7 If the Fine is not paid within sixty (60) days of the invoice date, the Board may place a lien on the property by recording the lien with the Register of Deeds. Unpaid Fines will accrue interest at the rate of 7% per annum beginning on the first day of the month following the date the Fine is due and accruing monthly thereafter. Property Owners will continue to receive notification of the outstanding Fine, until paid, with the notices of PHCA dues. Property Owners who are delinquent in their payments will have their right to vote at PHCA meetings suspended until the Fine is paid.

5.8 The failure of the EARC or Board to correct or complain of any violation of these Rules and Regulations shall not be deemed a waiver or consent to any similar current or future violation. Any approval, waiver, or consent by the EARC or Board on any one occasion shall not be deemed an approval, waiver, or consent of a similar action on any subsequent occasion.

Additional Guidelines and Procedures

Additional statements are written from time to time which address more specific situations in greater detail. Currently there are resident guidelines for Willow Lake Club, maintenance fees, boat usage, vine management, and Sunday open house. There are administrative procedures for the EARC, competitive bids, fund accounting, and investment management. All of these statements are available on the internet at www.parkviewhills.net. The Parkview Hills Declaration, Bylaws, and Plat Restrictions are also available on the internet.

Approved March 13, 2007