

# Milford Heights Association Bylaws & Neighborhood FAQ

## 1. Can I have a fence?

- a. No, not unless you already have one. The bylaws prohibit new fences unless a pool is installed.

**Section 14. Fencing.** To preserve the open atmosphere of the neighborhood, fences are prohibited. Per state law, fences are required to enclose swimming pools. Before installation of pool fences, approval of the MHA Board of Directors is required to review fence style. The MHA Board of Directors hereby grandfathers all existing fences prior to March 1, 2010.

## 2. What is the MHA email?

- a. [milfordheights@gmail.com](mailto:milfordheights@gmail.com)

## 3. How do I get a copy of the bylaws?

- a. From the MHA website: <http://milfordheights.weebly.com/bylaws.html>

## 4. Can I put up a shed?

- a. No. Temporary structures like sheds are not allowed.

**Section 7. Temporary Structures and Vehicles.** No house trailer, commercial vehicle, bus or truck, boat trailer, boat, camping vehicle or trailer or motorcycle may be parked on or stored on any Unit in the subdivision unless stored fully enclosed within an attached garage or similar structure and further any commercial vehicles, buses and trucks shall not be parked in the subdivision or on any Unit therein, except to make normal deliveries or pickups in the normal course of business. No structure of a temporary character or trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Unit at any time as a residence either temporarily or permanently. (The foregoing restrictions shall not be applicable to any activities by any builders or Developer during any sales and construction periods.)

## 5. Who owns the mailboxes and takes care of them?

- a. MHA owns the mailboxes and they are cared for with MHA yearly dues. Contact the board if you notice a mailbox that needs repair.

## 6. What if I want to alter or modify the exterior of my house?

- a. Minor changes like landscaping are at your discretion. Contact the board for any other changes.

**Section 3. Alterations and Modifications.** No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors, including without limitation exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. It shall be permissible for Co-owners to cause to be installed television antennas in the attic areas above Units; providing, however, that any damage or expense to the Common Elements or to the Association resulting from such installation shall be borne by the Co-owner performing or authorizing such installation. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

## 7. Who do we have Common Area insurance with?

- a. State Farm. Contact board for details.

**(b) Insurance of Common Elements.** All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs.

## 8. I would like to do work for the subdivision. What do I need to do?

- a. First contact the board.

**(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.**

## 9. [Can I rent/lease my house?](#)

- a. Yes. You need to file the rental contract with the association. Contact the board for details.

**(a) Right to Lease.** A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least 6 months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

## 10. [Can I park my RV or boat at my house?](#)

- a. No. Milford Village (Section 94-344. - Recreational vehicle requirements) prohibits this as does the HOA bylaws.

**Section 7. Temporary Structures and Vehicles.** No house trailer, commercial vehicle, bus or truck, boat trailer, boat, camping vehicle or trailer or motorcycle may be parked on or stored on any Unit in the subdivision unless stored fully enclosed within an attached garage or similar structure and further any commercial vehicles, buses and trucks shall not be parked in the subdivision or on any Unit therein, except to make normal deliveries or pickups in the normal course of business. No structure of a temporary character or trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Unit at any time as a residence either temporarily or permanently. (The foregoing restrictions shall not be applicable to any activities by any builders or Developer during any sales and construction periods.)

### 11. How often does the subdivision have open meetings?

- a. Once a year. All homeowners and residents are welcome. The date may vary slightly depending on the availability of the meeting location. The board can call meetings at other various times during the year for closed or limited meetings depending on the agenda.

**Section 3. Annual Meetings.** Annual meetings of members of the Association shall be held on the Second Tuesday of April each succeeding year after the year in which the First Annual Meeting is held at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than 8 months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

### 12. How many people constitute a quorum at the annual meeting?

- a. The MHA has 81 homes. 35% of 81 = 29 homeowners and/or proxies must be in attendance to constitute a quorum.

**Section 4. Quorum.** The presence in person or by proxy of 35% of the Co-owners in number and in value qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

### 13. What is the deal with proxies?

**Section 5. Voting.** Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

### 14. Can anyone be on the board?

- a. Yes, if you are a MHA homeowner. Board members are voted in at the annual meeting.

**Section 2. Election.** The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

### 15. How long is the term on the board?

- a. 2 years or 1 year.

(iv) At the First Annual Meeting 2 Directors shall be elected for a term of 2 years and 1 Director shall be elected for a term of 1 year. At such meeting all nominees shall stand for election as 1 slate and the 2 persons receiving the highest number of votes shall be elected for a term of 2 years and the 1 person receiving the next highest number of votes shall be elected for a term of 1 year. At each annual meeting held thereafter, either 1 or 2 Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for 1 of the Directors elected at the First Annual Meeting) of each Director shall be 2 years. The Directors shall hold office until their successors have been elected and hold their first meeting.

### 16. What are the yearly dues for?

- a. The MHA mandatory annual assessments are paid once yearly for the upcoming fiscal year. These dues cover subdivision expenses such as lawn service, pond maintenance, lawn fertilization, island and entrance beautification, mailbox repair, snow removal, sprinkler upkeep, meeting expenses, common area electricity and water, as well as insurance coverage. Dues may vary slightly year-to-year due to budget requirements.

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

### 17. What happens if I don't pay my dues?

- a. Late fees will be accrued and a lien may be placed on your home.

**Section 6. Liens for Unpaid Assessments.** Sums assessed by the Association which remain unpaid, including but not limited to, regular assessments, special assessments, fines and late charges shall constitute a lien upon the unit or units in the Project owned by the co-owner at the time of the assessment and upon the proceeds of sale thereof. Any unpaid sums constitute a lien against the unit as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any co-owner shall be deemed to be assessments for purposes of this section and Section 108 of the Act.

## 18. Can I sled on the hill?

- a. No.

**Section 13. Restrictive Use of Common Areas.** Part of the common area of MILFORD HEIGHTS includes a significant hill. Sledding, tobogganing or skiing on any hilly part of the common areas is strictly prohibited.

## 19. I have a dog but don't feel like cleaning up after it. Do I have to?

Yes. Please plan on bringing a bag or other appropriate waste container on walks. If carrying the bags/container does not suit your pet walking style, please consider returning to the site to clean up after your pet shortly after returning from your walk. Your neighbors will be most grateful.

The Village of Milford also has ordinances against pet waste.

### **Ordinances pertaining to pet waste.**

#### **Sec. 14-35 Handling of Refuse and Wastes**

The refuse and wastes resulting from the maintenance of animals shall be controlled upon the premises, and shall be cared for or disposed of within a reasonable time so as to minimize hazards of health and offensive effects.

(Ord. No. 231-073, § 3, 10-7-02)

#### **14-39 Penalty for Violation of Ordinance**

Any person violating any of the provisions of this article shall be deemed responsible for committing a municipal civil infraction.