

**MEADOWBROOK HILLS-WOODS-FOREST HOMEOWNERS' ASSOCIATION, INC.**  
**HOMEOWNERS' ENERGY POLICY**

**Effective Date:** March 10, 2026

PREAMBLE

This policy statement (the "Policy") establishes the guidelines and procedures regarding the installation and modification of Energy-Saving Improvements and Solar Energy Systems (each as defined below) within the Meadowbrook Hills-Woods-Forest Homeowners' Association (the "Association").

This Policy is adopted in accordance with the Association's Bylaws and the Michigan Homeowners' Energy Policy Act (MCL 559.309 et seq.), which ensures members have the right to install specific energy-saving measures while allowing the Association to implement reasonable aesthetic and safety regulations. This Policy is intended to supplement (and not replace) the Association's Declaration of Covenants, Conditions and Restrictions (if any), Articles of Incorporation, Bylaws, and existing Architectural Guidelines (collectively, the "Governing Documents"). In the event of a conflict between this Policy and the Governing Documents or applicable law, applicable law and then the Governing Documents shall control, and this Policy shall be interpreted to be consistent therewith to the maximum extent permitted.

SECTION 1  
DEFINITIONS

Terms used in this Policy shall have the meanings set forth below:

1. "Energy-Saving Improvement" includes, but is not limited to, the following: (a) Clotheslines; (b) Air source heat pumps; (c) Ground source heat pumps; (d) Insulation; (e) Rain barrels; (f) Reflective roofing; (g) Energy-efficient appliances; (h) Solar water heaters; (i) Electric vehicle supply equipment; (j) Energy-efficient windows; and (k) Energy-efficient insulation materials.
2. "Solar Energy System" means a complete assembly, structure, or design of a solar collector or solar storage mechanism used for generating electricity or heating/cooling. This includes the design, materials, PV panels, support brackets, and wiring necessary for operation.
3. "Member" means an owner of a Lot within the jurisdiction of the Association as defined in Article III of the Bylaws.
4. "Committee" means the Architectural Control Committee as defined in Article VIII, Section 5 of the Association's Bylaws.

## SECTION 2 GENERAL PROVISIONS

1. **Right to Install.** Subject to the application procedures and reasonable restrictions outlined herein, the Association permits Members to install Solar Energy Systems and Energy-Saving Improvements. All restrictions and review requirements in this Policy shall be interpreted and applied in a manner consistent with the Michigan Homeowners' Energy Policy Act (MCL 559.309 et seq.), and shall not be enforced in a way that (a) effectively prohibits installation or use of a Solar Energy System or Energy-Saving Improvement, (b) unreasonably increases the cost of installation or maintenance, or (c) unreasonably decreases the expected performance or efficiency of the system.
2. **Prohibited Association Actions.** In accordance with Michigan law, the Association shall not: (a) Prohibit the installation of a Solar Energy System or Energy-Saving Improvement generally; (b) Require the approval of adjacent Lot owners (i.e. neighbors) as a condition of approval; (c) Inquire into the Member's energy usage; (d) Impose conditions that impair the functioning of the system or negatively impact the manufacturer's warranty; or (e) Charge an application fee for these specific improvements that exceeds fees charged for other property modifications.
3. **Building Codes.** Members must strictly comply with all applicable State of Michigan and City of Farmington Hills building codes, zoning ordinances, and permit requirements. Association approval is secondary to, and requires, compliance with governmental regulations.
4. **Neighbor Input.** Per Article VIII, Section 5(4) of the Bylaws, the Committee may solicit comments from neighbors regarding the proposed installation. However, neighbor objections are advisory only and cannot be the sole basis for denying an application that otherwise complies with this Policy and applicable law.

## SECTION 3 APPLICATION AND APPROVAL PROCESS

Prior to the commencement of any installation on the exterior of the home or elsewhere on the Lot, the Member must submit an application to the Architectural Control Committee. Installations located entirely within the interior of the home are not subject to Association review or approval under this Section and may be installed at the Member's discretion. For clarity, any installation that penetrates or attaches to the building exterior, affects the building envelope (including the roof), modifies exterior electrical service equipment, includes exterior conduit/wiring, is visible from outside the dwelling, or is located anywhere on the Lot outside the dwelling (including ground-mounted equipment) is subject to this Section 3.

1. **Submission Requirements.** The application must be submitted in writing (or electronically as permitted by the Bylaws) and include: (a) The Member's name and Lot

address; (b) The name and contact information of the installation company; (c) Manufacturer specifications (spec sheets) for the system/equipment; (d) A drawing or rendering showing the proposed layout, location, and dimensions of the system on the home or Lot; (e) Color samples or descriptions of any frames, brackets, and/or visible conduits; (f) Copies of, or a status statement regarding, required governmental permits/approvals (building/electrical), and for grid-tied solar, evidence of utility interconnection application/approval if applicable; and (g) For ground-mounted systems, a site plan showing property lines, setbacks, easements, and screening/landscaping plan where required by Section 4.

2. **Review Timeline.** The Committee and/or Board of Directors shall approve or deny the application within thirty (30) days after the date the Association provides written acknowledgment that the application is a Complete Application (as defined below). If the Association timely requests additional information, the review period is tolled until the requested information is received. An application is “complete” only when the Member has provided all information required by this Section 3 (including any additional information reasonably requested by the Committee that is necessary to evaluate safety, code compliance, aesthetics, and conformance with this Policy). Within seven (7) days after receipt, the Association shall either (i) acknowledge in writing that the application is complete (and, at such point, the application will be considered a “Complete Application”), or (ii) provide written notice identifying the additional information required for completeness.
3. **Failure to Act / Deemed Approval.** If the Association fails to issue a written approval or denial within the Review Timeline after acknowledging a Complete Application, the application shall be deemed approved; however, any deemed approval is limited strictly to the system/improvement as shown in the submitted Complete Application. The Member remains responsible for obtaining all required governmental permits and for complying with applicable law and this Policy. The Association may enforce this Policy for (i) material deviations from the approved/deemed-approved submittals, (ii) unsafe conditions, (iii) code/permit violations, or (iv) failure to maintain, repair, or remove as required by this Policy.
4. **Denial.** If an application is denied, the Association will provide a written explanation outlining the specific reasons for the denial, citing the applicable provisions of this Policy and/or the Governing Documents. Denial may be based only on one or more of the following: (a) the application is not a Complete Application; (b) the proposed installation would violate applicable governmental codes, zoning ordinances, permit requirements, utility interconnection requirements, or recorded easements; (c) the proposed installation would unreasonably create a documented safety or structural risk that is not reasonably mitigated by an alternative design; (d) the proposal materially deviates from the aesthetic/siting standards in Section 4 and the Member refuses a reasonable alternative

that would achieve substantially similar energy performance; (e) the proposed installation would be located on, over, or within Common Areas/Common Elements or would require access across Common Areas/Common Elements, unless separately approved in writing by the Association; or (f) the proposal conflicts with express requirements of the Governing Documents. The Member may resubmit a revised application addressing the issues raised.

## SECTION 4 AESTHETIC AND SAFETY STANDARDS

To maintain the harmonious appearance of the subdivision, the following reasonable restrictions generally apply to all installations:

### 1. **Roof-Mounted Solar Energy Systems:**

- a) **Height:** The system should not extend more than six (6) inches above the roof surface, except where additional clearance is required by manufacturer specifications, roof type, ventilation, code requirements, or to avoid material impairment of system performance; in such case, the Member shall minimize height to the maximum extent practicable and may be required to provide supporting documentation.
- b) **Slope:** The system shall conform to the slope of the roof and the top edge should be parallel to the roofline to the maximum extent practicable, unless an alternative tilt/orientation is reasonably necessary to avoid material performance impairment.
- c) **Color:** Frames, support brackets, and visible wiring must be silver, bronze, or black tone (or match the roof color) to minimize visual impact.
- d) **Wiring:** All conduit and wiring shall be concealed to the maximum extent practicable, consistent with code, manufacturer requirements, and safe installation practices, or otherwise painted to match the exterior of the home.

### 2. **Ground-Mounted Solar Energy Systems:**

- a) Must be installed in the rear yard or fenced patio area where reasonably feasible. If a rear-yard location is not feasible due to shading, orientation, setbacks, easements, or other site constraints, the Member may request an alternative location under the Variances / Alternative Compliance provision, with screening requirements as determined by the Committee.
- b) Must not exceed the height of the privacy fence line, unless effectively screened from view of the street and adjacent Lots by landscaping or fencing.

3. **Other Energy-Saving Improvements:**
  - a) **Rain Barrels:** Must be located in the rear or side yard and screened from street view where possible, and must be kept covered to prevent mosquito breeding.
  - b) **Clotheslines:** Retractable or umbrella-style clotheslines are preferred and should be located in the rear yard.
  - c) **Heat Pumps/EV Chargers:** Must be installed in compliance with noise ordinances and safety codes.
4. **Variances / Alternative Compliance.** If strict application of any requirement in this Policy would (a) materially impair the functioning, performance, or efficiency of the proposed Solar Energy System or Energy-Saving Improvement, (b) conflict with manufacturer specifications or void/impair a manufacturer warranty, or (c) conflict with applicable building codes, fire codes, zoning ordinances, utility requirements, or permit conditions, then the Member may request a variance. The Member's variance request must include supporting documentation (e.g., manufacturer documentation, installer certification, engineer letter, or code official direction). The Committee shall approve an alternative design or placement that (i) allows the system/improvement to function as intended and comply with law, and (ii) is reasonably consistent with the Association's aesthetic and safety objectives (e.g., lowest-visible location, concealment, screening, routing, or color matching) to the maximum extent practicable.
5. **Access and Cooperation.** The Member shall provide reasonable access to the Lot for the Association to verify compliance with the approved/deemed-approved plans and this Policy, upon reasonable notice, except in emergencies.

## SECTION 5 MAINTENANCE AND ENFORCEMENT

1. **Maintenance.** The Member is responsible for the ongoing maintenance, repair, and replacement of any Solar Energy System or Energy-Saving Improvement. Equipment must be kept in good repair and operating condition. Damaged, unused, abandoned, or inoperable systems must be repaired, restored to good working order, or removed within thirty (30) days after written notice from the Association; provided, however, that if the condition presents an immediate safety hazard, the Association may require correction within a shorter reasonable period (including immediate action where necessary to protect persons or property). For purposes of this Section, "abandoned" or "unused" includes a system/improvement that is not operational and has not been actively maintained for its intended purpose for a continuous period of ninety (90) days, excluding temporary outages due to repair, weather events, or utility interruptions. If a system is removed, the mounting surface (e.g., roof shingles or siding) must be restored to its original condition.

2. **Enforcement.** Failure to comply with this Policy, including installing a system without prior application or maintaining a system in disrepair, constitutes a violation of the Association Bylaws. The Board may pursue remedies as outlined in Article VIII, Section 5(5) of the Bylaws, including the imposition of fines, suspension of privileges, or legal action to compel removal or compliance. All enforcement actions (including fines and suspension of privileges) shall be conducted in accordance with the notice and hearing requirements (if any) set forth in the Governing Documents and applicable law. Any costs incurred by the Association in enforcing this Policy, including reasonable attorney's fees, will be assessed against the Member's Lot. Such amounts shall constitute an assessment (or charge) enforceable in the same manner as other assessments under the Governing Documents and applicable law, to the extent permitted.

## SECTION 6 INDEMNIFICATION

1. **Indemnification.** To the fullest extent permitted by law, the Member shall defend (with counsel reasonably acceptable to the Association), indemnify, and hold harmless the Association, its Board of Directors, Committee members, officers, agents, and managing agent (collectively, "Association Parties") from and against any and all claims, demands, causes of action, damages, losses, liabilities, fines/penalties (to the extent arising from the Member's installation), judgments, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to: (a) the installation, existence, operation, maintenance, repair, replacement, or removal of the Member's Solar Energy System or Energy-Saving Improvement; (b) any breach of this Policy by the Member or the Member's contractors; (c) any personal injury (including death) or property damage caused by the system/improvement or its installation; and/or (d) any act or omission of the Member's contractors, installers, or service providers. This obligation does not apply to the extent caused by the gross negligence or willful misconduct of an Association Party.

## SECTION 7 MISCELLANEOUS

1. **Governing Law.** This Policy shall be governed by and interpreted under the laws of the State of Michigan.
2. **Severability.** If any provision of this Policy is determined to be invalid or unenforceable under applicable law (including MCL 559.309 et seq.), such provision shall be severed or reformed to the minimum extent necessary to make it enforceable, and the remainder of the Policy shall continue in full force and effect.

3. **No Waiver.** The Association's failure to enforce any provision of this Policy in a particular instance shall not constitute a waiver of the right to enforce the same or any other provision in the future.

Effective Date

- This Policy is effective as of March 10, 2026.
- Revision History: N/A.