

**STEEPLECHASE OF NORTHVILLE
OWNERS ASSOCIATION**

RULES & REGULATIONS

As Amended and Approved by the Board on Monday, June 29, 2009

The purpose of these Rules and Regulations as established by the Covenants Committee and approved by the Board of Directors, is to insure that the Property shall always be maintained in a manner:

1. Providing visual harmony and soundness of repair,
2. Avoiding activities deleterious to the aesthetic or property values of the Property and
3. Promoting the general welfare and safety of the Owners, such Owners' tenants and such Owners' (or Tenants') households, guests, employees, agent and invitees.

The following Rules & Regulations have been adopted by the Board of Directors under the authority granted by Article 8.3 (a) of the Declarations of Covenants and Restrictions. Mostly, they contain excerpts from the Declarations, with specific sections in Article VIII noted so that the complete controlling provision can be reviewed. Should there be any conflict between these Rules & Regulations and the Declaration, the language of the Declaration prevails.

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Whenever any reference is made to one gender, the same shall include a reference to either or both genders where appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where appropriate.

A. BUILDING AND GROUNDS RESTRICTIONS

1. No residence shall be used for other than residential purposes, and the Commons shall be used only for purposes consistent with such use.
2. No immoral, improper, unlawful or offensive activity shall be carried on in any residence or upon the Commons, nor shall anything be done which may be or become an annoyance or nuisance to any Owner, nor shall any unreasonably noisy activities be carried on in any residence area or Commons. No Owner shall do or permit anything to be done or keep or permit to be kept in his residence or Commons, anything that would increase the rate of insurance in the Neighborhood.
3. Each Owner shall maintain the site and residence owned and any Commons for which he has maintenance responsibility in a safe, clean, and sanitary condition including mowing grounds frequently enough to provide a neat appearance. Each Owner shall also use due care to avoid damaging any of the Commons, including, but not limited to, the communication, water, gas, plumbing, electrical or other utility conduits and systems. Each Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Commons by the Owner or his family, guests, agents or invitees, unless such damages are covered by insurance carried by the Association, in which case responsibility shall be limited to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Owner as an additional assessment.
4. No Owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, BB guns, bows and arrows, slingshots or other similar dangerous weapons, projectiles or devices anywhere within the Neighborhood.
5. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, and porches shall not be obstructed in any way, nor shall they be used for purposes other than for which they are reasonably and obviously intended. Bicycles, portable game equipment, athletic equipment, boats, chairs or benches may be left unattended on or about the common areas. Use of any of the Commons may be limited to such times and conditions as may be imposed by the Board of Directors, who shall determine such use by duly adopted regulations.
6. The Commons (including Limited Commons) shall not be used for storage of supplies, materials, personal property, or trash or refuse of any kind, except as provided in the Association's Rules and Regulations. Trash receptacles shall be maintained by each Owner within his residence or within the areas designated by the Board of Directors, and shall not be permitted to remain elsewhere on the Commons, except for such periods as may be reasonably necessary to permit periodic collection of trash. In general, no activity shall be carried on, and no condition maintained by an Owner either in his residence or upon the Commons, which spoils or adversely affects the appearance and enjoyment of the Neighborhood.

B. LEASING (Sec. 8.5)

1. An Owner may enter into a lease of his residence for the same purposes as set forth in Section A, provided that such lease is for the entire residence and for an initial term of not less than six (6) months. Owners desiring to lease shall supply the Association with a copy of the lease at least ten (10) days prior to executing the lease.

2. An Owner who leases his residence is responsible for providing the lessee with a copy of the Covenants/Restrictions (CCRs) and the Rules and Regulations documents. The lease form must include a provision (available from the Managing Agent) stating that the lessee has read the Association's documents and agrees to abide by them.
3. Compliance with Association Rules and Regulations by the tenant is ultimately the responsibility of the Owner. The Association has specific rights to enforce compliance (as documented in the Covenants/Restrictions – section 8.5a)

C. SIGNS and FLAGS (Sec. 8.2) (g)

Except for such signs, flags, and banners as may be posted by the Declarant or a Builder (as permitted by the Declarant) for promotional or marketing purposes or by the Association, no signs, flags or banners of any character shall be erected, posted or displayed unless with the prior written approval of the Covenants Committee. An American flag and the flag of any one of the United States may be flown in the size, manner and place permitted by the Covenants Committee. No free-standing flagpoles are permitted, except as may be installed by the Declarant or a Builder during the Development Period or the association. Free standing Real Estate (home) "for sale" signs, and home security signs are permitted. Political signage is to conform to local ordinances.

D. PETS (Sec. 8.2) (o)

The subject of keeping pets is a highly emotional issue. Residents owning pets should recognize that their pets can become a nuisance to their neighbors if not properly controlled. No animal, other than normal house pets shall be kept within any residence or within the Neighborhood. No animal may be permitted to run loose at any time upon the Commons, and all animals shall be attended at all times by some responsible person while on the Commons. The following rules and regulations apply:

1. Pets are not allowed to run loose anywhere in the Neighborhood at any time.
2. Pets must be walked on a leash. All pets must be confined (e.g., functional invisible electronic fencing) to an owner's property or on leash when not on the owner's property.
3. The Resident is responsible for immediately cleaning up their pet's droppings while they are in the Neighborhood.
4. Owners shall take care and restraint as not to allow their pets to be obnoxious on account of noise, odor or unsanitary conditions.

E. VEHICLES, MOTORCYCLES, SNOWMOBILES, AND PARKING (Sec 8.2) (m) & (Sec 7.6) (a) & (b)

1. Residents are to park their cars and private use trucks and vans in their garage whenever possible. If space in the garage is not available, Residents are to park their automobiles in their own driveway only. Any damage to the Commons from Owner or guest vehicles shall be repaired at Owner expense.
2. All other parking in the Neighborhood is reserved for guests.
3. Residents and guests are not to park on streets unless absolutely necessary, and then only for short periods of time. Overnight parking on the streets is prohibited. In the event

of a large number of guests, it is understood that the streets may be used for overflow parking, but the Resident must provide instructions to park on one side of the street only and not directly opposite from any driveways where collisions could easily occur.

4. Trailers, boats, campers, snowmobiles, jet skis, two wheeled motorized vehicles or any vehicles other than automobiles or non-commercial trucks that are property of residents may only be parked or stored in the Owner's garage.
5. Residents with motorized homes or campers who are preparing for departure or returning from an extended trip, may park in the driveway, but for a period not longer than 24 hours.
6. Commercial vehicles and trucks may be parked in and about the Neighborhood only while making deliveries or pickups in the normal course of business.
7. Vehicles parked for purposes of selling are prohibited.
8. Motorcycles are allowed on the Neighborhood roads, but motorcycles, and all off-road motorized vehicles, including snowmobiles, are prohibited on all General Commons.

F. TRASH REMOVAL (sec. 8.2) (h)

1. Rubbish is usually collected on Monday. Residents are not to place trash for collection before 6:00 p.m. prior to collection day. Rubbish is to be placed on the Resident's property in close proximity of the street. Emptied trash containers need to be retrieved within 24 hours of trash collection.
2. In the event of a weekday holiday, collection will be made one day later than normal pick-up.
3. Trash should be packaged, tied securely, and conform to Township trash policies.

G. GARAGE DOORS

For both aesthetic and security reasons, garage doors are not permitted to be kept open if the Resident of the unit is not in attendance. If the Resident is actively engaged in gardening work, or other activity which requires frequent access to the garage, the garage door may be kept open during the period this work or activity is being performed. However, this exception must also be ruled by the concept of reasonableness; i.e., a garage door kept open all day, when the outdoor activity requiring frequent garage access is only occasionally or intermittently being performed, would not meet the test of reasonableness. Garage doors are also not to be kept in a partially raised position for the previously cited aesthetic and security reasons.

H. PATIO AND DECK FURNITURE AND EQUIPMENT

No unsightly conditions shall be maintained upon any patio or deck, and only furniture and equipment consistent with ordinary patio or deck use shall be permitted to be maintained there during seasons when reasonably in use.

Specifically, the following are permitted:

- Tables and chairs designed for patio or deck use
- Umbrellas designed for patio/deck use
- Barbecue grills
- Other items normally located on and designed for use on patios or decks, such as: planters, bird baths, garden benches, birdfeeders of a design that does not attract pigeons
- Gliders (similar to those for porches) or hammocks

The following are NOT allowed:

- Furniture not designed or intended for patio or deck use
- Recreational or exercise equipment such as slides, monkey bars, etc.
- Any equipment (other than umbrellas designed for patio/deck use) having a height greater than five feet as measured from the floor of the patio or deck. (Includes frames for seating of any kind.)

Furniture and equipment which may be left on patios or decks during all seasons include: barbecue grills, planters, bird baths, bird feeders, and garden benches (such as those constructed of cast iron).

I. INITIAL COMPLETION OF RESIDENCE GROUNDS

Within 90 days of closing, residence grounds shall be landscaped. Should closing occur after August 31 of any year, then landscaping must be completed by June 30 of the following year.

At a minimum, sod should be laid in the front and side yards. The rear yard may be seeded if desired, but in any case a lawn must be established. In the event that a full lawn is not realized within 30 days of installation of sod and any seeding, the Association reserves the right to require the replacement of sod or seeding or it will pursue other remedial efforts. Failure to comply with the Association's requirements may result in the Association installing landscaping which must be reimbursed by the Owner or a lien will be placed on the residence.

Lawn irrigation must be installed on all lots and shall be controlled via an automatic, electronic sprinkler system with a timer. The sprinkler system should be installed in zones to allow for efficient and effective use of water.

Installation of a water well must comply with any local ordinances. Well head/cap should be no more than 1 foot above the ground. A rust inhibition system must be installed and used at all times with a well irrigation system.

A minimum of 4 trees shall be planted. Trees must be minimum 3 inch diameter deciduous or minimum 8 foot evergreen; Ash trees are NOT allowed anywhere within the Neighborhood. Trees, shrubs and other plantings must have their trunk no closer to the property line than half the expected mature diameter/size of the plant (exceptions must be approved by the Covenants Committee). Any trees planted by the developer do not count against the minimum of 4 trees; trees planted on the boulevard also do not count toward the minimum.

A minimum of 3 varieties of woody shrubs for a total minimum of 30 shrubs shall be placed in the front and side yards. At planting, these must be a minimum size of 2 feet above ground height or 1 gallon in size.

All landscape plans shall be reviewed and approved by the Covenants Committee prior to landscape installation.

All landscaping shall be at homeowner's expense.

J. MODIFICATIONS OF OWNER'S PROPERTY AND/OR COMMON AREAS

These Rules and Regulations that have been adopted set standards, maintain the appearance and character of the Neighborhood, and enhance the value of the entire community property. In establishing the regulatory framework, the Covenants Committee tries to be as accommodating as possible to the creative desires of the Owners.

APPROVALS

All requests for additions or modifications to buildings and grounds must be submitted to the Covenants Committee either directly or through the Managing Agent. When appropriate, the Covenants Committee shall review requested projects with adjoining or opposite Owners should there be any question in their judgment regarding the infringement of view, access or when other neighborhood problems could be created.

CODES AND PERMITS

The Owner is responsible for obtaining the necessary building permits from the Township if planning on plumbing, heating, electrical, or building revisions. Before beginning any remodeling, it is advisable to check with the Covenants Committee, as approval may be needed before a permit is issued.

1. PROPERTY ADDITIONS

a) Basketball Hoops

No basketball hoops shall be affixed to the home or garage. All basketball hoops shall have a clear backboard and black post. In-ground basketball hoops must be located at least 25 feet from the road and at least 5 feet from the side property line. Net and post must be maintained free of rips and rust.

b) Play Structures & Equipment

Equipment may not be placed closer than 8 feet from rear and side property lines. Equipment must be maintained to avoid discoloration and deterioration. When not in active use, portable play equipment must be stored out of view from neighboring property. (Reference section J.1.a)

Large, semi-permanent sports/play equipment (such as portable basketball hoops, large soccer nets, trampolines, etc.) must also be stored out of view when not in use. For the purpose of defining "not in use" for such items, the minimum expectations will be:

- "Disrepair" – equipment of this type shall be considered "not in use" anytime it is in a condition that would preclude its use (broken, blown-over, etc.).
- "Seasonality" – equipment of this type must be "stored out of view" from December 1 until March 1 whenever not in active use.

c) Television Antenna (Sec. 8.2) (k)

No outside television or other antenna, saucer, dish or receiving device shall be placed on any site, unless the device is a type of mini dish.

d) Dog Kennels (Sec. 8.2) (i)

Dog kennels or runs or other enclosed shelters are not permitted.

e) Outbuildings (Sec. 8.2) (i)

No temporary structures, accessory buildings, mobile home, trailer, tent, shack, tool shed, barn, tree house, or similar structure shall be placed on any site at any time.

f) Decks

Approval

Addition of decks must be approved by the Covenants Committee. Generally, a township permit must be obtained. This will require a site plan showing where the deck will set, structural layout of the deck, two elevations of the deck (front and side) and a list of material content.

Precautions

Before proceeding, either the Owner or contractor should take the necessary steps to prevent damage to the utility and cable television lines. This generally entails informing the utilities (Miss Dig) so that they can mark the line locations. Any damage that might be caused to the Neighborhood as a result of the installation must be promptly repaired at Owner expense.

Maintenance

All decks constructed of wood must be sealed frequently enough to avoid discoloration and deterioration.

g) Swimming Pools & Spas

No swimming pools shall be erected or maintained on or in any site without prior written approval of the Covenants Committee as to size, location, materials, type of construction, including design of fencing required by the Township. Above ground pools are not allowed.

No spa shall be erected or maintained on any site without the written consent of the Covenants Committee as to size, location, materials, etc. Permitted spas shall be located in the rear of the residence, be fully screened with evergreen landscaping and shall extend no more than 12 feet from the residence. Spas must include a cover that can be locked when the spa is not in use.

h) Fences (Sec. 8.2) (l)

No fence or wall of any kind shall be erected or maintained on any site without the express prior written consent of the Covenants Committee.

2. PLANTINGS

- a) Commons: Plantings may be installed by homeowners on the Commons only upon written permission of the Covenants Committee. All planting and edging installed by a homeowner on the Commons is to be maintained by the homeowner. The homeowner is responsible for the restoration of the Commons to the original condition should the plantings be removed.
- b) Commons: Edging for plantings may be used, but must be installed flush with the common ground surface plane (grass stops, rubber, plastic, wood, or concreted ties, tile, brick, slate). Permanent installations such as poured concrete or cemented brick are not to be utilized.
- c) Any significant modifications after "initial completion" of homeowner's grounds, relative to the originally approved landscape plan, must be approved by the Covenants Committee. For example, significant changes may include but are not exclusive to: large trees, new planting areas (gardens, flower/shrub beds, etc.), anything in close proximity of a property line, etc. The minimum standards for the property called out in the "Initial Completion of Residence Grounds" section must be maintained at all times.

K. REPORTING VIOLATIONS - ENFORCEMENT PROCEDURES

When a Owner or Resident wishes to report a violation of the covenants or of these Rules, the violation should be noted in writing and delivered to the managing agent. The name of the person reporting the violation must be indicated.

The Board of Directors has adopted the following policy relative to notification of violations. Up to two Notices may be sent when a violation occurs. The first Notice will request compliance. If compliance is not obtained, then a second Notice will indicate that a hearing will be held to allow offending Owners the opportunity to present evidence in defense of the alleged violation before fines are assessed.

L. FINES - \$25.00 PER DAY

The amount of fines has been adopted by the Board of Directors. An initial Violation Notice is normally sent within 24 hours. A Second Notice indicating that a fine will be assessed and advising of an opportunity for an appeal hearing would follow within 10 days of the date of the Notice. Fines will be assessed each day the violation occurs after the Second Notice/Hearing. The Board reserves the right to increase fines for persistent violations of the same Rule or Regulation. Fines are in addition to any legal fees or other costs assessed related to the violation.

M. LATE CHARGES

All assessments which remain unpaid as of ten (10) days after the due date shall incur a uniform late charge of \$25.00 per month. Payments shall be applied as follows: first to cost of collection including attorney's fees; second to any interest charges and late fees; and third to the amount in default.