

Rules and Regulations The Bluffs of South Haven Condominium Association

I. General

These rules and regulations are issued in accordance with Section 6.13 of the Condominium Bylaws of The Bluffs of South Haven (also known as The Bluffs) and are designed to make living within The Bluffs neighborhood pleasant and comfortable and to ensure harmonious relations among the owners of units ("Lots") in The Bluffs ("Lot Owners"). As neighbors, all of us have rights and obligations. The regulations we impose upon ourselves as owners are for the benefit and comfort of everyone residing in The Bluffs neighborhood. Objectionable behavior is not acceptable even if it is not specifically covered in the rules. Violations by relatives, employees, guests or lessees of Lot Owners are the responsibility of the Lot Owners.

To be effective, rules and regulations must be enforceable. Accordingly, violations by Lot Owners, their relatives, guests, contractors or lessees will be acted on pursuant to the authority granted to the Association in Article XI of the Condominium Bylaws, as follows:

"A firm, informative and friendly written warning will be given for a minor infraction of these rules or any provision of the Master Deed for The Bluffs. An offending party may be given the opportunity for a hearing before the Board of Directors to address the more serious violations. If, however, damage to Association property has occurred, the cost of repairing, restoring or replacing such damage shall be paid for in addition to any other penalties or fines."

The Association shall assess the following fines on account of violations of Lot Owners, or tenants, occupants, guests, agents, employees or contractors of Lot Owners of any of these rules and regulations or of the provision of the Master Deed:

First offense per calendar year: written reprimand

Second offense: \$250

Third offense: \$500

Fourth+ offense: \$1000

Fines shall be imposed by the Association for violations of these rules and regulations or the provisions of the Master Deed after written notice of such violations has been furnished to a Lot Owner. Any violation that continues shall constitute a repeat offense.

Written notice of such fines shall be furnished by the Association to the offending Lot Owner, at the last known address of such Lot Owner. Fines that remain delinquent for more than twenty days after written notice thereof shall constitute a second offense. Fines shall be cumulative, and if unpaid, shall constitute a special assessment against the

offending owner's Lot, in accordance with the provisions of the Master Deed. Imposition of any such fine shall be in addition to any other amounts due with respect to the violation, as provided in these Rules and Regulations, the Master Deed, or by law.

II. Association Employees or Contractors

Officers of the Board of Directors are the only persons authorized to give orders or directions to agents, employees or contractors of the Association regarding the duties of such individuals undertaken for Association purposes, or related to property for which the Association is responsible.

III. Nuisances

No Lot Owner shall make or permit any disturbing noises on a Lot, in a residence, or on common elements by himself, his family members, contractors, agents, guests, or lessees, nor do or permit any actions by such persons that interfere with the rights, comforts or enjoyment of other Lot Owners. Quiet Hours (during which unreasonably noisy activity is prohibited shall begin at 11:00 p.m. and end at 8:00 a.m. daily.

IV. Pets

No pets shall be permitted to run loose on any portion of the Bluffs other than on the ~~pet~~ owner's Lot and pets shall at all times be attended by a responsible person. Owner of pets shall be responsible for the immediate pick up and proper disposal of the fecal waste created by their pets.

V. Parking-Vehicles

No boat, sailboat, or watercraft of any nature, snowmobiles, ATV, or any trailer, shall be left standing on a Lot so as to be in view of any neighboring property for longer than a one week period. No motorized recreational vehicle of any kind (for example: snowmobiles, ATVs, mopeds, motorized scooters, etc.) shall be operated on common elements or roadways, except when transporting watercrafts to the beach, or when entering or exiting the Bluffs.

No vehicles, trailers, etc. shall be parked on grass or landscaped areas within a Lot or any common element. Parking of a vehicle owned by a Lot Owner or his guests shall be allowed only on the roadway adjacent to the Lot Owner's Lot. No vehicles shall be parked in such a manner as to block, impede or otherwise interfere with vehicular access, including, but not limited to emergency vehicles, to and from all roads, driveways—and garages.

There shall be no parking within the Bluffwood Drive cul-de-sac **at any time.**

VI. Lot Rentals

A. As each Unit within The Bluffs is to be used for family residential purposes, the following regulations shall be applicable to the rental of each dwelling:

- The number of renters is not to exceed more than 2.5 times the number of individual bedrooms located within such dwelling (as determined by the Board of Directors of the Association). For example, a dwelling containing four individual bedrooms shall not be occupied by more than 10 people.
- The number of cars for renters is not to exceed four and these cars must be parked in the homeowner's garage and/or driveway for overnight stays.

B. No residence or Lot in The Bluffs shall be rented by the Lot Owner except pursuant to a written lease agreement ("Lease", which has been approved by the Association Board), which shall limit the occupancy of such residence, in the manner set forth above, and which Lease shall incorporate, by reference, all of the provisions of the Master Deed (as amended) and of these Rules and Regulations. Any Lot Owner leasing a residence or Lot shall provide a copy of each and every Lease to the Association Board. Any violation of the provisions of this Article by a Lot Owner shall constitute a violation of these Rules and Regulations. Each Lease shall have attached thereto a copy of these Rules and Regulations, which shall be provided to each tenant or lessee.

VII. USE OF SWIMMING POOL

To prevent overcrowding of the pool located within The Bluffs, the use of the pool shall be limited solely to Lot Owners and their tenants and guests; provided that such use shall be limited to no more than 10 people per unit at any time, notwithstanding that the number of occupants of a residence on a unit may be in excess of this number. **Each** tenant using the swimming pool or pool area shall be required to wear a wrist band for identification purposes, as available from the Association. The Association shall have the right to deny access to the pool to any individual not in compliance with the foregoing limitations.

VIII.

PERTAINING TO GUESTS, LESSEES AND OCCUPANT OTHER THAN LOT OWNERS

It is the responsibility of each Lot Owner to ensure that anyone occupying his Lot is made aware of all the "Rules and Regulations of The Bluffs of South Haven Condominium Association". Any violations of these rules and regulations, of the provisions of the Master Deed, or of any other documents related to The Bluffs, by any Lot Owner, or a tenant, occupant, guest, agent, employee or contractor of a Lot Owner, shall be the responsibility of that Lot Owner.

IX.**LATE PAYMENT OR ASSESSMENTS**

The following fines shall be assessed by the Association on Lot Owners on account of late payment of quarterly dues or other special assessments by the due date of the same, as specified by the action of the Board of Directors of the Association as follows:

- A late fee of 10% of the quarterly dues will be charged if payment is not received by the 10th day of the month that dues are due.
- A written notice of the late fee assessed and the balance due from a Lot Owner shall be provided to such Lot Owner by the Association.
- An additional 10% of quarterly dues shall be assessed on the first day of each additional month that the dues remain unpaid. A notice indicating the late fees charged and the balance due shall be provided within a reasonable period of time.

X.**ARCHITECTURAL REVIEW PROCESS**

A. Review Committee. The Review Committee ("Committee"), as provided by the Master Deed, shall consist of the Board of Directors of the Association. Action taken by a majority of the members of the Committee shall constitute action of the entire Committee. No action undertaken by the Committee shall, however, be binding upon the Committee, or constitute a valid act by the Committee, unless such action is memorialized in writing, and signed by a majority of the members of the Committee.

B. Administration by the Committee. The Committee shall have the following powers and duties in addition to such other powers and duties set forth elsewhere in the Articles or in the Master Deed:

(1) Approval of Plans. All plans and specifications for the construction of any residence, the undertaking of any grading, the exterior alteration of any residence and all exterior uses or improvements, including landscaping, on a Lot shall be approved by the Committee prior to any grading, construction, or installation of any kind. No construction shall be commenced until such time as a Lot Owner or Lot Owner's designee shall have submitted plans and specifications, as referred to above, to the Committee, together with a drawing prepared by a licensed land surveyor reflecting the boundaries of the Lot on which the improvements are proposed to be constructed, together with the location of all existing and proposed structures and improvements on

the lot, together with such additional documents and information as are required by the Committee, and until a pre-construction meeting has been scheduled and held between the Lot Owner or the Lot Owner's designee and the Committee or the Committee's designee or agent. The Committee may adopt reasonable rules and guidelines outlining procedures for its review of materials submitted to it and for additional submittals and review during the construction period. In reviewing the materials submitted to it, the Committee shall apply the criteria set forth in Article VI, of the Master Deed, and the Committee may reject all or any portion of the plans or materials submitted, or require the modification or resubmission of any such plans. In addition to review and approval by the Committee, the Committee may circulate the plans and specifications to neighboring Lot Owners, who shall be entitled to review and comment to the committee on the plans and specifications.

(2) Committee Costs. In conjunction with its review of the submitted plans and specifications, the Committee may consult with an architect, surveyor, engineer, attorney, or other such professional, and is entitled to rely on the advice or judgment of such persons. If the Committee elects to undertake such consultation, the Committee shall advise in writing the Lot Owner of the anticipated cost associated with such consultation. The lot owner shall, within seven (7) days after receipt of notice of the anticipated cost, either agree to reimburse the Committee for such costs, or withdraw the request for approval by the Committee. If the Lot Owner agrees to reimburse the Committee for such cost, payment for the same shall be a condition precedent to the Committee's commencement of its review of the plans and specifications.

(3) Performance Bond. The Committee shall be entitled to require that any Lot Owner commencing construction of any improvements on a Lot pay to the committee, or an escrow agent by the Committee, a sum, as determined by the Committee, although not to exceed \$10,000.00, which shall be held for the purpose of guaranteeing construction of the improvements contemplated by the Lot Owner in accordance with the approved plans and specifications for the same and also in accordance with the provisions of these rules and regulations and the Master Deed.

(4) Variances. The Committee may grant variances in its absolute discretion from the provisions of the Master Deed, so long as the general intent of the provisions of the Master Deed shall be substantially achieved; provided, however, that the granting of any variance by the Committee shall require the unanimous vote thereof.

