

Sugarloaf Townhouses, L.L.C.

Post Office Box 13
Ada, Michigan 49301
Office: 231-228-2660

RULES AND REGULATIONS

THE RULES OF THE PROPERTY HAVE BEEN ESTABLISHED IN THE BEST INTERESTS OF THE SUGARLOAF TOWNHOUSES, LLC AND EXIST TO PRESERVE THE RESORT FEELING AND TO MAINTAIN A LIVING ENVIRONMENT THAT IS BOTH COOPERATIVE AND ECONOMICALLY ATTRACTIVE TO CURRENT AND FUTURE RESIDENTS.

THESE RULES ARE SUBJECT TO REVISION AS CONDITIONS CHANGE WITHIN THE COMMUNITY.

THE RULES APPLY TO ALL UNIT OWNERS, TENANTS, GUESTS, AND RENTAL AGENTS. OWNERS SHALL BE RESPONSIBLE FOR NOTIFYING TENANTS, GUESTS AND RENTAL AGENTS OF THE CONTENT OF THESE RULES AND REGULATIONS.

TENANTS WITH A LEASE AGREEMENT OF TWELVE WEEKS OR LONGER WILL BE REQUIRED TO ACKNOWLEDGE BY WRITTEN RECEIPT THAT THEY HAVE RECEIVED AND READ THE RULES AND AGREE TO ABIDE BY THE RULES.

ANY PROPERTY OWNER, TENANT OR GUEST WHO WALKS OR USES THE ADJACENT SUGAR LOAF RESORT PROPERTY DOES SO AT THEIR OWN RISK. RESORT PROPERTY IS PRIVATELY OWNED AND MUCH OF IT HAS BEEN POSTED WITH NO TRESPASSING SIGNS.

1. Alteration of Structure

No structure on the Premises shall be altered, added to, changed in color or otherwise changed in character, design or appearance without the prior written approval of a majority of the members of the Board of Directors.

No fans, flues, vent stacks, exterior air conditioning units, compressors, external shades or awnings, external radio or television antennas, or other visual or noise producing installations shall be installed or erected on the Premises without the prior written approval of a majority of the members of the Board of Directors. There will be no storage of any items on the exterior of the building without approval of the Board of Directors..

2. Signs and Decorations

No applied decorations such as banners, profuse flags, pennants, blinking lights or other appurtenances or signs. American flags are permitted.

Signs advertising the sale or rental of the Premises shall be limited to window placement. (as amended by the Sugarloaf Village Association in 2005)

3. Use of Premises

The Premises shall not be used for dormitory or commercial use or any other use which is not compatible with family living. No immoral, improper or unlawful use shall be made of the Premises and all valid laws and regulations of all governmental bodies having jurisdiction thereof shall be observed. No use or practice shall be carried on which may be deemed a source of unreasonable annoyance, embarrassment or disturbance to, or which interferes with the peaceful possession or proper use by other residents.

4. Clotheslines, Air Drying, etc.

No clothes lines or other clothes drying or airing facilities not enclosed by a fenced patio shall be permitted. No articles shall be hung or shaken from the doors, windows or placed on the window sills. From May through September, only swimwear, swimwear covers, and bath/beach towels may be air dried by hanging over deck railings and deck seating. However, at sundown, they must be removed to inside the townhouse unit.

5. Storage

External Appearance is important to the aesthetics and values of the property. Therefore, outside storage including but not limited to garden equipment, furniture and appliances designed for indoor use, non-approved storage boxes, automotive parts, off-road vehicles or equipment is **prohibited at all times**. Items shall be stored only in the enclosed areas provided on the premises not visible from any other unit or from anywhere in the Sugarloaf Townhouses, LLC common area. Only operating on-highway motor vehicles, and/or trailers properly registered by the state may be parked in the authorized/designated parking areas. All other vehicles are prohibited and will be towed at the owner's expense.

Skis, skiing equipment, snowboards, snowshoes, sleds or other snow sliding items and sporting equipment may be **temporarily** stored for very brief periods of time outside the owner's unit in a safe manner that does not block any sidewalks or entrances to the unit. At sundown, all temporarily stored skis, skiing equipment, snowboards, snowshoes, sleds or other snow sliding items and sporting equipment will be removed from outside the front of the owner's unit. During periods of occupancy by either owner, guests of the owner or renters, after sundown skis, skiing equipment, snowboards, snowshoes, sleds or other snow sliding items and sporting equipment may be stored at the rear of the owner's unit on the deck/patio or under the upper balcony of the owner's unit. When a unit is not occupied and the owner has elected to keep skis, skiing equipment, snowboards, snowshoes, sleds or other snow sliding items and sporting equipment at their townhouse, they must be stored in a place not visible from any other unit or from anywhere in the Sugarloaf Townhouses, LLC common area.

Bicycles, toys and baby carriages may be temporarily stored outside the owner's unit in a safe manner in front of or in the rear of the owner's unit for very brief periods of time. At no time will temporary storage of bicycles, toys or baby carriages be allowed on the sidewalks anywhere within the LLC property. Further at sundown all temporarily stored bicycles, toys and baby carriages will be removed from outside the front of the owner's unit. During periods of occupancy by either owner, guests of the owner or renters, after sundown bicycles, toys and baby carriages may be stored at the rear of the owner's unit on the deck/patio or under the upper balcony of the owner's unit. When a unit is not occupied and the owner has elected to keep bicycles, toys, and baby carriages at their townhouse, they must be stored in a place not visible from any other unit or from anywhere in the Sugarloaf Townhouses, LLC common area.

Only firewood for burning in the unit fireplace may be stored during winter months (from October 1st to April 15th). It must be stored in a neat and orderly manner. It cannot be stored near the front entrance to any unit and cannot be covered by any artificial covering, such as tarps, plastic wraps, etc. Storage of firewood in the back of units against the outer wall of the unit is acceptable. Those units with patios or a deck attached to the back of the unit may store their firewood on their deck up close to their sliders for easy access. Units in the "A", "B", "H", and "J" buildings may store their firewood on the upper balconies convenient to the slider closest to their fireplaces.

During winter months (from October 1st to April 15th) allowed outside storage is as follows:

For the “A” and “B” buildings gas grills are permitted secured outside the front of the unit adjacent to the entry steps/decking. Furniture designed for outdoor or patio/deck use and firewood may be stored on their rear balcony.

For the “C” through “G” buildings, items allowed to be stored on the back decks or patios against the wall of their units are firewood, gas grills, and furniture designed for outdoor or patio/deck use. Furniture and grills are to be properly anchored or weighted down so that it cannot be blown around by the winter winds.

For the “H” and “J” units, gas grills, furniture designed for outdoor or balcony use, and firewood for burning in the unit fireplace are to be stored on their balconies for convenience of use/access during the winter months.

NOTE: AT NO TIME WILL THE LLC BE LIABLE FOR ANY THEFT OF PERSONAL ITEMS.

The final arbiter of which items are deemed to be nonconforming will be up to a majority of the co-managers to review and their decision will be final.

6. Pets

Only usual domestic pets may be kept on the Premises and must be under control of their owners at all times. Pet owners are subject to the leash laws imposed by Leelanau County. All dogs must be kept on a leash when not confined to an owner’s unit and shall not be allowed to run free and/or unsupervised within the complex. All pet owners are expected to immediately clean up and dispose of pet feces. Pet waste may not be left bagged around the common area. Non-compliance will be subject to fine by the Sugarloaf Townhouses, L.L.C.

Such animals shall not be kept in such number or manner as to be unreasonably noisome or offensive to other residents.

Caging of domestic pets outside of the townhouse unit is not permitted.

7. Birdhouses/Bird Baths

Birdhouses and bird baths are not permitted at any time. Bird and waterfowl droppings are noxious, unsightly and create potential health hazards.

8. Feeding of Animals Outside of Townhouse

The placing of food/feed for animals attracts undesirable animals such as skunks, feral cats, etc, and poses a health and possible safety risk. Therefore, the placing of food/feed for animals outside of individual townhouses, in the common areas, and/or in any parking areas of the LLC is not permitted at any time.

9. Trash

Trash or refuse must not be left outside. It must be deposited in the receptacles provided. Buildings A, B, C, D, E, F and G (with the exception of F1 and F2) all have an exterior closet off of each front entry way with a garbage can inside. Units F1 and F2 share a trash can on the front exterior of F1. The H & J Buildings share trash cabinets located on the exterior wall of the J building in between H and J.

Only household trash should be deposited in the garbage cans or dumpsters provided. Broken glass should be separated, identified and brought to the attention of the maintenance provider. Contact the maintenance provider for directions to dispose of construction materials, including wet paint trays.

Alternate arrangements must be made on an individual basis for the disposal of furniture and appliances at the owner's expense.

Paint, air conditioners, furniture, construction materials, mattresses, etc. **must not** be put in the dumpster/s. These items must be taken to the local land fill.

The burning of trash is not permitted. Hot ash from fireplaces must not be placed in the garbage containers as this is a fire hazard.

10. Bonfires/Barbecues

Per Article 8, Section 10 of the LLC bylaws: The use and/or storage of any device using charcoal (i.e. charcoal grills), shall be prohibited. There will be no burning of wood at any time on the grounds regardless of whether in a controlled fire pit or on the ground. The only allowed place for burning of fire wood is in the wood burning fireplace inside of a townhouse unit.

11. Trees/Ground Cover

No live growing trees that exceed 18" in circumference (measured at two feet above the ground) and which do not interfere with the permanent buildings shall be cut down without the prior written consent of the Board of Directors. Also, no new trees or landscaping may be planted in the common area without prior written approval from the Board of Directors.

All existing natural cover (wildflowers, ground cover, shrubs, etc.) shall be preserved wherever possible and feasible.

12. Outdoor Pool

The outdoor pool is available to townhouse owners, townhouse tenants and townhouse rental guests. Guests of guests are not allowed. Hours of operation are 9:00am to 9:00pm. Absolutely no beverages in glass containers or food are allowed in the pool enclosure. No alcoholic beverages are allowed in the pool area at any time. No diving is allowed. Feet must be washed prior to entering the pool at the gate faucet. Children under the age of 12 must be supervised by an adult at all times. Pets are not allowed in the pool enclosure or in the pool itself. The pool generally operates between Memorial Weekend and the last day of Labor Day Weekend. Running, pushing or any form of horseplay is not allowed. Pool furniture must not be removed from the pool enclosure and is not to be placed in the pool. No crumbly material, like Styrofoam, is allowed in the pool at any time.

Anyone violating pool rules or caught using the pool outside of established pool hours may have pool privileges revoked.

The use of the outdoor pool telephone is limited to emergency calls only.

13. Use of Common (Lawn) Areas

No immoral, improper, offensive or unlawful use shall be made of the Common Areas. No nuisance use or practice shall be allowed, nor shall anything be done or placed on any Common Area which may be deemed a source of unreasonable annoyance, embarrassment or disturbance. No excessive and sustained loud noise will be permitted (e.g. music, animal barking or howling, rowdy play, partying, etc.)

No camping is allowed. No motorized vehicles are allowed; i.e. four wheelers, snowmobiles, etc.

Picnicking, organized sports and activities, while encouraged, must not interfere with the use of the Common Area by other residents.

There shall be no use of the Common Area which will injure or scar it or its vegetation, interfere with the grounds maintenance, increase the cost of maintenance or interfere with the operation or maintenance of utility systems.

Defacing common areas with graffiti and any markings using chalk that is not water soluble, paint, etc. on any common area surface is prohibited.

Fireworks, except for Class C fireworks are prohibited at all times. Class C fireworks are permitted on the fourth of July only and must be used a minimum twenty (20) feet from any building structure or vehicles if used in the parking lot areas.

14. OPERATION OF MOTOR VEHICLES AND Parking

The speed limit for any motorized vehicle is 15 MPH within the Complex.

Two parking spaces for passenger cars are permitted per unit. During peak season occupancy, overflow parking is available in the paved parking lot areas.

Vehicles cannot be left unused. Storing of vehicles is not permitted. Unlicensed vehicles or vehicles with expired registrations cannot be stored or driven on the property. Any unlicensed or vehicle with the registration expired beyond thirty (30) days is subject to being towed at the vehicle owner's expense.

Parking of vehicles that prevent ready access to another unit or impede firefighting equipment is not allowed. Parking for the B and C buildings' is located one car length from the curb in front of each building. Parking for the H & J buildings is one car per unit in the marked spaces facing the buildings. Parking for an additional vehicle in front of the H & J buildings will be across the parking lot or adjacent to the H building in the lot directly South of that building.

No snow or all terrain vehicles, trailers, boats, commercial motor vehicles or other vehicles and equipment other than passenger cars and pickup trucks are permitted in the townhouse parking spaces unless they are on/in a trailer attached to a tow motor vehicle such as a passenger car or pickup truck; and then must be parked in a way so as not to impede access to open parking spaces or vehicles parked in the parking lot

Permission to park snow or all terrain vehicles, trailers, boats, commercial motor vehicles or other vehicles and equipment in a designated area on the property must be obtained from the Board of Directors or the Property Manager.

15. SNOW REMOVAL

Snow plowing in the parking areas is provided when snow accumulation is at least 4". The plow driver will plow around any parked cars. Vehicles should be moved for the plow driver or risk being plowed in and parking spaces not cleared.

16. Tenants

Transient guests and tenants will be subject to all of these rules and regulations. The property manager will notify transient guests of any infraction. Notice of tenant's first infraction will be given in writing to the tenant and the unit owner. If there is no remedy, a second notice will be submitted in writing to the tenant, the unit owner and to the Board of Directors as per the Complaint Procedure implemented 12/1/07.

Long-term tenants (longer than twelve (12) weeks must provide to the Sugarloaf Townhouses, LLC , in writing, Their name, the unit number that they are renting, phone number and the address that they receive their mail.

17. ENFORCEMENT OF RULES AND COMPLAINT PROCEDURE

Owners, tenants and guests who violate these rules may be subject to fine. Fines may be cumulative and there is no maximum amount for continuing violations. The property manager has the authority to enforce the rules of the property on behalf and in the interest of the property owners.

The first infraction will result in written notice to unit occupant (owner, tenant or guest) using the approved notification form as outlined in item 15 above. A description of the violation, a timeline to remedy the violation and the amount of a fine in the event of non-compliance will be included on the form. A copy of the form will be provided to the unit owner. The property owner is ultimately responsible for the conduct of their tenants and guests.

If the violation is not remedied within the time frame given, a formal, written notice using the approved notification form will be issued to report that a fine is being assessed to the property owner for non-compliance with copies provided to the property owner and to the co-managers. The fine will continue to be assessed for each day of non-compliance. The property owner is responsible for collecting and paying the fine to the LLC within 45 days.

In the case of a tenant wishing to file a complaint, the formal complaint notice must be given to the property owner who, if he/she agrees will sign and then forward the tenant's complaint on to the Sugarloaf Townhouses, LLC office for review by the board and/or the co-managers. Where applicable, the complainant must cite the provision within our by-laws, deed restrictions, operating agreement, etc. which in their opinion negates the violation.

In the case of a property owner wishing to file a complaint, the formal complaint notice should be filled in as noted above and submitted to the office of the Sugarloaf Townhouses, LLC. There will be a charge of \$25.00 to the owner of any unit who personally files a superfluous or frivolous complaint. In addition, there will be a charge of \$100.00 to the owner of any unit who does not comply with the decision of the board/co-managers.

The task of adjudicating all complaints will be distributed among the co-managers and/or board members as volunteers of the Sugarloaf Townhouses, LLC. One board member or co-manager may investigate the complaint, but the outcome will be held as the decision of all board members.

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-EXAMPLE-
NOTICE OF RULES VIOLATION FORM
To be completed by Property Manager with a copy to the Co-Managers

Date of violation: _____ Unit No. _____ Date of notice: _____

_____ Parking _____ Garbage _____ Pet
_____ Common Area _____ Pool _____ Other

Description of Violation:

Submitted by: _____

Method of Notice:

_____ First Class Mail _____ Posted on unit door
_____ Copy to Board, date: _____ _____ Copy to Owner, if applicable

Deadline to correct violation, if applicable: _____

Fine for non compliance by deadline: _____

ACTION TAKEN: _____

SUGARLOAF TOWNHOUSES, LLC – MEMBER/TENANT COMPLAINT FORM

Date: _____

Townhouse: _____

Townhouse Owner Information:

Name: _____

Phone number: _____

Mailing Address: _____

_____ Email: _____

Name of Person Making Complaint:

Relationship to Owner:

Describe the Complaint (attach additional page, if necessary):

Signature of Complainant:

Signature of Owner:

Findings of the Board:

Date Received by Board: _____

Date Complainant Notified: _____

Submit to: Sugarloaf Townhouses, LLC, P.O. Box 13, Ada, MI 49301

OR e-mail to Seth Little at: sleepingbearservices@outlook.com

LONG TERM TENANT- RECEIPT OF RULES FORM

Townhouse: _____ **Lease dates from:** _____ **to** _____

The Tenants listed below will be occupying the above referenced unit. (The Sugarloaf Townhouses, LLC must be notified of anyone occupying the unit for 12 weeks or longer in addition to those listed.)

Tenants acknowledge that the Sugarloaf Townhouses, LLC is the group of homeowners and that this group has a list of rules and regulations that apply to all residents and property owners. Tenants acknowledge by signing below that they have received a written copy of these rules and regulations and a copy of the formal complaint form. Tenants also acknowledge by signing below that the Property Owner (Landlord) has the right to impose stricter rules as relating to smoking, pets, occupancy or any other condition they wish to impose as part of your lease agreement and that the Sugarloaf Townhouses LLC rules are a minimum and are not part of the interior townhouse restrictions governed by your lease.

The property owners operate this property as a resort that exists for the quiet pleasure of its owners and its vacationing rental guests free of litter, clutter and loud music. In the winter months, snow removal in the parking lots and on the sidewalks occurs when there is an accumulation of at least 4 inches.

By signing below, Tenants agree to abide by the rules and regulations of the property and Tenants understand that the property manager, Scott Little, has the authority to enforce the rules on behalf of the Sugarloaf Townhouses, LLC.

Tenant(s) CONTACT INFORMATION and Signature(s):

1. Name: _____ **Phone No.** _____

Mailing Address: _____

Signature: _____

2. Name: _____ **Phone No.** _____

Mailing Address: _____

Signature: _____

3. Name: _____ **Phone No.** _____

Mailing Address: _____

Signature: _____

4. Name: _____ **Phone No.** _____

Mailing Address: _____

Signature: _____

RETURN TO: SUGARLOAF TOWNHOUSES, LLC, P.O. BOX 13, ADA, MI 49301