

THE HILLS OF BOGIE LAKE ASSOCIATION

ARCHITECTURAL/AESTHETIC CONTROL POLICIES AND PROCEDURES

To promote the aesthetic harmony and continuing attractiveness of The Hills of Bogie Lake Association and to facilitate the beneficial operation of the residential areas thereof, The Hills of Bogie Lake Association Board has adopted the following Architectural Control Policies and Procedures. These policies provide for community appearance standards and coordinated administration of those items related to community appearance throughout the community.

The Board of Directors and/or the Architectural Committee is responsible for the approval of all dwellings and modifications to the exterior of dwellings and all Common Elements. The Association Bylaws, in Article VI, contain general requirements. They are:

Architectural Standards

Section 1. All improvements made within any Unit, including, without limitation, landscaping, construction of a Residence or Structure (such as a deck or garage), and the use and occupancy thereof, shall comply fully with these Architectural and Building Restrictions. As set forth more specifically in this Article, if any Structure, Residence, deck or garage to be built within the Unit is not to be constructed by Developer, then before construction of any improvements to a Unit, plans and specifications prepared and sealed by a licensed Michigan architect, including grading, site, landscaping and irrigation plans, showing the nature, size, shape, elevations, height, materials, color scheme and location of all improvements shall be submitted to and approved in writing by the Developer (or the Architectural Control Committee, as the case may be), as more fully set forth in Section 2 of this Article. The Developer intends by these restrictions to create and perpetuate a beautiful, serene, private residential condominium community consistent with the highest standards.

General

1. The Board of Directors and/or Architectural Control Committee shall have the right to establish and enforce these policies and review applications for construction.
2. Construction requests will be considered only if submitted in accordance with the procedures established by The Hills of Bogie Lake Association as noted in the Bylaws, Article VI, Section 2A.
3. The initial approval granted by the Board of Directors and/or Architectural Control Committee shall constitute only as authority to construct. Any construction so approved shall be in accordance with the approved request, the municipality building code and shall be subject to their permits and final inspections.

4. The Board of Directors and/or Architectural Control Committee reserves the right to use any authorities granted to it under the Declarations as well as any other rights available to enforce these policies and related procedures.
5. The Architectural Control Committee shall have 30 business days after receipt of all required plans and specifications to issue a written approval or denial.
6. Once approved, construction by a Co-owner and/or contractor must be started within three months of the time specified in the construction schedule submitted to and approved by the Board of Directors and/or Architectural Control Committee and shall be done without expense or liability to the Association.
7. All driveways shall be completed prior to occupancy of the Dwelling except to the extent delayed or prohibited by strikes or adverse weather conditions, in which event such paving shall be completed within sixty days after the termination of such strike or adverse weather conditions.
8. The Board of Directors and/or Architectural Control Committee may disapprove plans because of noncompliance with the aforementioned restrictions or because of reasonable dissatisfaction with the grading and drainage plan, location of the structure, materials used, color scheme, finish, design, proportions, shape, height, and/or style which, in its judgment, would render the proposed structure inharmonious or out of keeping with the objectives of the Committee or with structures erected on other lots in the subdivisions.
9. The Committee may charge a review fee, not to exceed \$250.00, in connection with the review of plans and specifications for any structure for the purpose of reimbursing the actual expenses of the Committee.
10. During construction of a dwelling or during alteration and/or modification of an existing structure, the Co-owner shall be responsible and held liable for:
 - a. Damage to sod, landscaping, final building grades, fences, irrigation system, and utilities during construction;
 - b. Damage to neighboring lots, both interior and exterior during construction;
 - c. Injury to themselves, members of the public and workmen;
 - d. Damage to their lot or neighboring lots caused during or after construction as a result of improper construction or a change in drainage;
 - e. Removal and/or relocation of any existing structures, landscaping, etc., in connection with said installations;
 - f. Removal of construction debris/trash within two days of completion.

Specifics

1. **Advertising.** No signs of any kind are allowed without prior written approval, other than one professional sign of not more than five square feet advertising the property for sale or rent. A sign of this nature may be displayed in the front yard of a Unit. Any signs which are allowed must be maintained in good condition.
2. **Air Conditioners.** No external air conditioning unit shall be placed in or attached to a window or wall of any dwelling. Any compressor or other component of a central air conditioning system shall be so located upon a lot so as to not be visible from the street which fronts the lot and shall be completely screened by evergreen landscaping.
3. **Antennae.** No exterior satellite devices are allowed other than those permitted by the Satellite Standard for this subdivision. Satellite dish equipment shall not exceed one meter in diameter and shall be installed in the rear yard at a height no greater above ground than 24 inches or installed on the rear portion of the dwelling structure so as not to be visible from the street. Television antennae must be installed on the rear portion of the dwelling structure and shall not exceed a height which could be visible from the road, and in no event shall exceed twelve (12) feet in height.
4. **Basketball hoops** shall be on ground-mounted posts located at least 30 feet from the road adjacent to the lot and at least 5 feet from the side line of the lot. No florescent or bright colors are permitted for either the post or backboard. The post shall be painted black and the backboard shall be clear or smoke. Any lighting shall be designed to shield light away from homes on other lots. Portable basketball hoops are permitted and must be stored in the garage when not in use. Basketball hoops shall not be attached to a dwelling. All portable basketball hoops must remain within the Unit boundaries at all times.
5. **Decks** are allowed and shall be located in the rear of the dwelling, extend no more than 20 feet beyond the rear of the dwelling and may not extend beyond the side lines of the dwelling; or shall be enclosed on two sides by dwelling structures. Permitted materials for deck and rail structures are cedar and/or treated and/or simulated wood with natural stain or paint to match the dwelling. Any attendant enclosures or gazebos or hot tubs must be of matching material and located within the deck perimeter.
6. **Dog runs** shall be located in the rear of the dwelling or garage, adjacent to a wall, extend no more than 12 feet beyond the rear of the dwelling and be a minimum of 5 feet inside the side lines of the dwelling; or shall be enclosed on two sides by dwelling structures. The maximum allowable size is 300 square feet. Fencing for dog runs and similar shelters shall be made of wood, ornamental aluminum or black vinyl-coated cyclone fencing with a height not to exceed four feet and, if visible from a front or side street, shall be screened with suitable landscaping. Each Co-owner must keep any such shelter or run in clean and sanitary condition.

7. **Fences.** No fences, hedges or walls are permitted other than for the purpose of enclosing a swimming pool or similar feature. No fence, hedge or wall shall be located within setback limits set forth in the Bylaws, Article VI, Section B(3) and shall not hinder a person's vision at street intersections. Chain link fences are prohibited. Fences, hedges or walls enclosing a swimming pool must meet Association approval and are subject to any and all Township ordinances.
8. **Flags.** A single United States flag, not exceeding three (3) feet by five (5) feet in size, may be mounted anywhere on the exterior of a dwelling. Ground-mounted flag poles are prohibited.
9. **Florida rooms** are allowed within rear setback limits, must be attached to the dwelling structure and not extend beyond the side lines of the dwelling.
10. **Hot tubs** are permitted and subject to Township ordinances. They may be located within a deck or patio perimeter and must be suitably screened from neighboring Units by means of landscaping and/or approved fencing.
11. **Landscaping.** Each Co-owner shall maintain his/her Unit and lawn, garden, landscaping and dwelling structure in a good and attractive condition. Co-owners are responsible for removing any dead or seriously diseased tree from their Unit and are responsible for having all necessary approvals from the Township for such tree removal. Co-owners whose Units are on a corner lot are responsible for maintaining any areas around monuments located on said corner, which monument might contain a light and/or identifying street sign. Motorized machinery for the purpose of maintaining landscaping and lawn areas shall not be used before 8:00 A.M. on Sundays.

Landscaping in accordance with the approved landscaping plan must be completed within ninety days after closing of the sale of a newly constructed dwelling, or occupancy, whichever is sooner; unless such completion occurs after September 1st, at which time the Unit shall be landscaped by June 1st of the following year. The landscaping plan shall indicate that the entire Unit shall have sod installed. Seed lawns shall not be permitted.

12. **Lights.** All exterior lighting, including lamps, posts and fixtures for any structure, including a garage, must receive prior written approval from the Association. The illumination from any lighting fixture must remain within the Unit boundary and must not create a nuisance for neighboring Units. No lamp post shall exceed eight (8) feet in height. Landscape lighting may be allowed using fixtures that do not exceed one (1) foot in height and which illuminate downward.
13. **Mailboxes.** All mailboxes shall be uniform in size, color and design in compliance with standards set forth by Developer, and shall be located uniformly with reference to dwelling structures.

14. **Patios** are allowed in rear yards and may be laid with brick pavers, concrete, stamped concrete or similar material. Matching walkways that wrap around to a garage entry are permissible.
15. **Sheds.** Storage sheds and other outbuildings are expressly prohibited.
16. **Statues.** No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any front yard of any lot. Lawn ornaments, sculptures or statues placed on rear yard lots shall be limited to the area behind the dwelling structure and shall not exceed three feet in height, nor be objectionable in nature.
17. **Swimming Pools.** In-ground swimming pools are permitted with approval and shall not exceed more than 1 foot above ground level. All swimming pool areas shall be landscaped to minimize any visual impact upon adjacent residences and shall not be visible from the road. All related mechanical equipment shall be located in the rear yard and shall not extend past the side of the dwelling and shall be fully concealed from view. Wrought iron and other decorative fencing may be used for the purpose of enclosing a swimming pool and must conform to Township requirements and shall not exceed the minimum height permitted by the Township.
18. **Trash.** All refuse shall be kept in a rigid sanitary container, with a lid, and marked with the Unit address. They shall be maintained within an enclosed area at all times and shall not be permitted to remain elsewhere on the premises except for such short periods of time as may be reasonably necessary to permit periodic collection of trash.
19. **Vehicles.** Trailers, tents, shacks, tool sheds, barns or any temporary buildings of any design are expressly prohibited.

All trailers, recreational vehicles, watercraft and commercial vehicles must be kept within a closed garage. Motorcycles, snowmobiles or vehicles designed primarily for off-road use are prohibited within the Condominium Project.
20. No clotheslines or outside drying of laundry shall be permitted.
21. No solar panels, solar collectors or similar devices shall be placed, constructed or maintained on any lot or dwelling or structure.
22. A residential lot shall be used only for residential purposes and no structure shall be erected, altered, placed or permitted to remain on any lot other than one detached dwelling.
23. Each dwelling shall include an attached private garage. The Board of Directors and/or Architectural Control Committee shall have sole discretion to determine whether a proposed garage shall be front or side entry. Driveways shall be paved with concrete unless otherwise approved in writing. Gravel or other crushed stone is prohibited.

24. All dwellings within the subdivision shall contain a square foot area, exclusive of porches, basements, lower levels, garages and the like, of no less than two thousand square feet (2000) and no more than ten thousand (10,000) square feet. The exterior of all structures shall be a combination of brick or stone and wood.
25. It shall be the responsibility of each Co-owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds which shall tend to decrease the beauty of the subdivision as a whole or any specific area thereof.