Hunt Club Subdivision

Rules & Regulations

The amended and restated Declaration of Covenants and Restrictions for Farmington Hills Hunt Club Subdivision Nos. 1,2, and 3 authorize the Board of Directors (Article I, Section 17. Rules & Regulations) to make and amend reasonable rules and regulations consistent with the Subdivision Documents concerning the rights and responsibilities of Owners and the Association with respect to the use of the Common Areas, Lots, and Subdivisions or the manner of operation of the Association and the Common Areas, Lots and Subdivisions. Pursuant to the foregoing authority, the Board of Directors has adopted the following Rules and Regulations:

1. **ARCHITECTURAL CONTROL**. (Revised 9-1-26)

1.1. **Prior Approval Required.** Article V, Section 2B of the Declaration states as follows: "It is the intention and purpose of this Amended and Restated Declaration to ensure that the Subdivisions remain beautiful and harmonious, and that Residences are of a quality, design, workmanship and materials that the Architectural Control Committee has approved. Except as otherwise set forth in the Association's rules and regulations, prior to installing, constructing, erecting or maintaining any building, fence, wall, retaining wall, deck, patio, drive, walk, swimming pool, hot tub, spa, pergola, pond, canopies, fire pits, awning, shed, outbuilding or other structure or improvement on any Lot and prior to making any addition, change or alteration to the exterior of any structure, Owners must submit plans and specifications acceptable to the Architectural Control Committee showing the nature, kind, shape, height, materials, color scheme, and location of the proposed addition, improvement, change or alteration, and shall obtain the Architectural Control Committee's prior written approval before proceeding with the addition, improvement, change or alteration. The Architectural Control Committee shall have the right to disapprove any such plans or specifications that are not suitable or desirable in its opinion for aesthetic or any other reasons, and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the Lot upon which it is proposed to be constructed, and the degree of harmony with the Subdivisions as a whole. All installations, additions, modifications and alterations performed pursuant to this Section or otherwise made on or to a Lot shall be performed in accordance with all applicable governmental regulations and ordinances, including the requirement that proper permits be applied for and issued by appropriate governmental agencies."

1.2. **Exceptions to Prior Approval.** Prior approval from the Architectural Control Committee is not required for the following:

1.2.1. Deck repair, replacement or modification, provided that the repair, replacement or modification does not increase the dimensions (vertical or horizontal) of the deck.

1.2.2. Repair or replacement of driveways, walkways or patios, provided that the repair or replacement: Uses the same material as the existing driveway, walkway or patio; AND does not increase the surface area by more than 10%.

1.2.3. Roof repair or replacement.

1.2.4. Exterior painting or staining, provided that the painting or staining does not alter the color scheme.

1.2.5. Repair or replacement of stucco, siding, gutters, downspouts, awnings, shutters or exterior trim, provided that the repair or replacement does not alter the color scheme.

1.2.6. Exterior repairs that do not alter the color scheme.

1.2.7. Landscaping – Planting, removing, or trimming grass, shrubs and other ornamental plants. Note: Berms, raised beds and other changes to the grade or contour of the land DO require ACC prior approval.

1.2.8. Energy-saving improvements or modifications, pursuant to the Homeowners' Energy Policy Act, P.A. 2024, No. 68. "Energy-saving improvement or modification" includes, but is not limited to, all of the following:

a. A clothesline.
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. This means a machine or other device that is supplied with electricity and designed or used for placing or delivering electricity into the battery storage system of a motor vehicle.
j. Energy-efficient windows.
k. Energy-efficient insulation materials.

1.3. **Government Permits.** All installations, additions, modifications and alterations made on or to a Lot shall be performed in accordance with all applicable governmental regulations and ordinances, including the requirement that proper permits be applied for and issued by appropriate governmental agencies.

1.4. **ACC Members.** The ACC will consist of up to 3 members appointed by the Board. Please contact one of the following ACC members if you have questions or need assistance.

1.4.1. Commons and Subdivision Grounds

a. Doug Walczak (acc.huntclubsub@gmail.com)

1.4.2. Requests for Resident Lots

a. Suzanne Doornbos (acc.huntclubsub@gmail.com)

1.4.3. Response timing – the ACC endeavors to complete reviews as quickly as possible:

a. Initial response - The ACC will acknowledge the application for approval within 24 hours of submission to the Board.
b. Review process – ongoing communications will vary depending on the scope and complexity of the request.
c. Final decision – target is within 14 days.

1.4.4. The ACC shall provide a monthly report to the Board that summarizes:

a. Requests received
b. Requests approved
c. Requests not approved
d. Requests from prior months that remain pending

1.5. ACC Approval Process

1.5.1. An approval request must be completed and submitted electronically.

a. To Submit an ACC Application for Approval Form – Click Here.

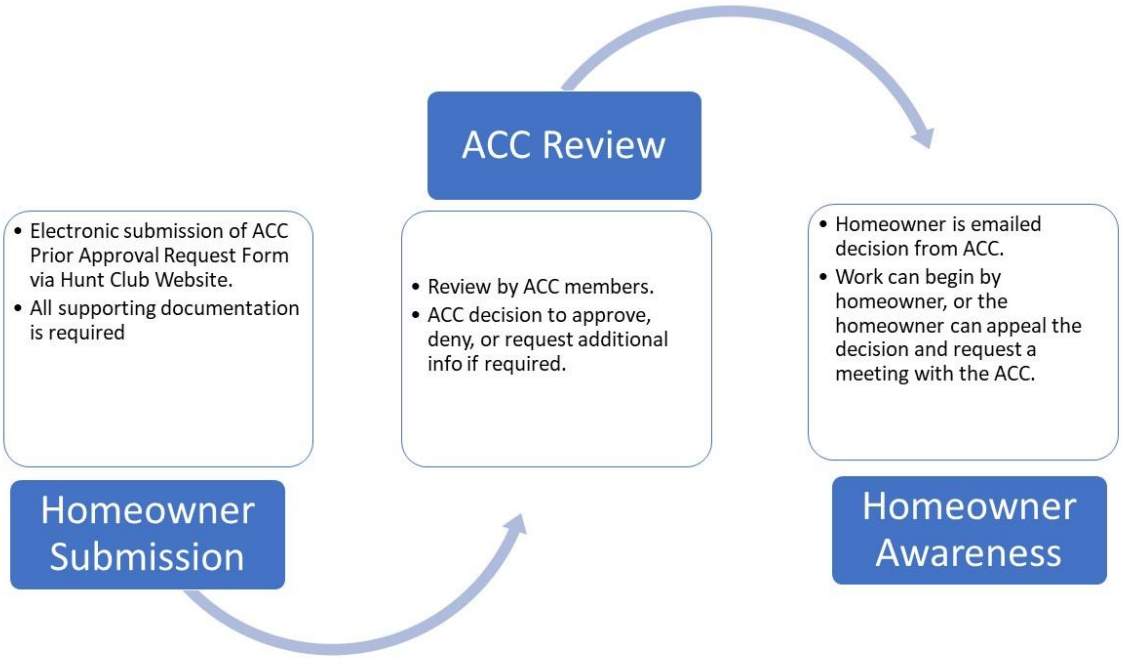
ACC Application for Approval

b. Populate all fields within the form per the directions on the form.
c. Once completed, click on Submit to electronically route your ACC Request for review.

1.5.2. Actual work on the home or surrounding area may not begin until the review by the ACC is completed and the homeowner receives communication back.

1.5.3. If work is done without prior written approval of the Architectural Control Committee, the homeowner will be required to submit an application for approval to the Committee for review. If the Committee requires changes to the unauthorized work, it will be done at the homeowner's expense and within the period agreed upon with the ACC.

1.5.4. ACC Request Process Workflow – The diagram below describes the process of submission review. Upon receipt of an Application, the ACC will first review the application for completeness. Communication may occur between the ACC and the homeowner if the application is not complete. Once complete, the review begins. The goal is to approve or disapprove within 14 days of submission by evaluating the submission against the Declarations and the Rules and Regulations.



1.5.5. Appeal Process:

a. The applicant may appeal any decision of the ACC directly to the ACC, within twenty-one (21) days after notification of the ACC decision. A written appeal should be sent to the Architectural Control Committee (send email to ACC.huntclubsub@gmail.com) to request a hearing. The Committee may refuse to consider any materials or issues which were not first submitted to or raised before the ACC. The ACC will render its written decision within ten (10) days of the hearing.

b. On appeal, the Committee may reverse, modify or condition an action previously taken, when the Committee at its sole discretion determines that such a reversal, modification or condition is necessary or in the best interests of the Association and its members, and is consistent with the Covenants.

c. If the applicant is again denied by the Architectural Control Committee, the applicant or any affected homeowner may appeal against this decision of the ACC to the Board of Directors, within twenty-one (21) days after notification of the ACC decision. An appeal must be sent to the Board of Directors President. Unless extenuating circumstances exist, the Board of Directors will hear the appeal at its next regularly scheduled meeting after receipt of the written appeal. The Board may refuse to consider any materials or issues which were not first submitted to or raised before the ACC. The Board will render its written decision within ten (10) days of the hearing.

d. On appeal, the Board of Directors may reverse, modify or condition an action taken by the ACC, when the Board at its sole discretion determines that such a reversal, modification or condition is necessary or in the best interests of the Association and its members, and is consistent with the Covenants.

e. Expiration of Approvals. Unless the ACC expressly provides to the contrary, approval of any application not submitted as a result of a violation is conditional upon work conforming to the application being completed within six (6) months of the date of ACC or Board approval. For violation submittals, this period for correction is to be made within the agreement with the ACC as indicated in section 1.5.5.c of this document. Extensions to this deadline may be requested. The approval for any Proposed Improvement, which is not completed within this period, shall expire and be no longer effective, and an Application must be resubmitted prior to commencement or continuation of work. In the case of such expiration, the ACC may deny or condition approval of any subsequent Application for the same Proposed Improvements, based on changes in these Guidelines, neighborhood conditions or other relevant circumstances. In such case, any partially completed work may be required to be removed and the property restored to its previous condition at the homeowner's expense.

f. The homeowner may propose a modification to the exterior of the home, not specifically covered by the declaration of covenants, restrictions, or the community guidelines. The ACC may, at its choosing, but under no requirement to do so, review such modifications and determine if said proposal conforms to the intention of the covenants or guidelines. If the ACC grants approval, this in no way is to be considered a precedent for future requests.

1.5.6. The approval process set forth in this Rule 1.5 does not apply to solar energy systems, as defined in Rule 1.6.

1.6. **Solar Energy Policy**. This Policy is adopted pursuant to the Homeowners' Energy Policy Act, P.A. 2024, No. 68.

1.6.1. **Definitions**.

a. "Solar collector" means any of the following:

i. An assembly, a structure, or a design, including passive elements, used for gathering, concentrating, or absorbing direct and indirect solar energy, or specially designed for holding a substantial amount of useful thermal energy, that transfers that energy to gas, solid, or liquid or uses that energy directly.

ii. A mechanism that absorbs solar energy and converts it into electricity.
iii. A mechanism or process used for gathering solar energy through wind or thermal gradients.
iv. A component used to transfer thermal energy to a gas, solid, or liquid or convert thermal energy into electricity.

b. "Solar energy" means radiant energy received from the sun at a wavelength that is suitable for heat transfer, photosynthetic use, or photovoltaic use.

c. "Solar energy system" means a complete assembly, structure, or design of a solar collector, or a solar storage mechanism that uses solar energy for generating electricity or heating or cooling gases, solids, liquids, or other materials. Solar energy system includes the design, materials, or elements of a solar energy system and its maintenance, operation, labor components, and the necessary components, if any, of supplemental conventional energy systems designed or constructed to interface with a solar energy system.

d. "Solar storage mechanism" means equipment or elements including, but not limited to, piping and transfer mechanisms, containers, heat exchangers, batteries, or gases, solids, or liquids, or a combination of gases, solids, and liquids, that are used for storing solar energy gathered by a solar collector for subsequent use.

1.6.2. **Approval to Install a Solar Energy System**.

a. A homeowner who wants to install a solar energy system shall submit a written application to the Architectural Control Committee ("ACC"). The written application must include all of the following information:

i. The homeowner's name.
ii. The street address of the location where the solar energy system will be installed.
iii. The name and contact information of the person that will install the solar energy system.
iv. An image that shows the layout of the solar energy system on the member's home or unit.
v. A description of the solar energy system to be installed.

b. The ACC must approve or deny the request to install a solar energy system within 30 days after receipt of the written application. If the ACC fails to approve or deny the request to install the solar energy

system within the 30 days, then the homeowner may proceed with the installation of the solar energy system.

c. Neither the ACC nor the Association will do any of the following:

   i. Require the approval of an adjacent homeowner to approve an application to install a solar energy system.
   ii. Inquire into a homeowner's energy usage.
   iii. Impose conditions that impair the operation of a solar energy system.
   iv. Impose conditions that negatively impact any component industry standard warranty.
   v. Require post-installation reporting.
   vi. Require a fee for submitting an application to install a solar energy system above that which it assesses for other applications related to a change to the property.
   vii. Prohibit a homeowner from resubmitting a written application to install a solar energy system after a written application was denied by the ACC.
   viii. Deny an application to install a solar energy system because of the identity of the entity that owns the solar energy system or financing method chosen by the homeowner.

d. The ACC may deny an application to install a solar energy system or require the removal of a solar energy system if 1 or more of the following apply:

   i. A court has found that the installation of the solar energy system violates a law.
   ii. The installed solar energy system does not substantially conform with the homeowner's application to install the solar energy system as approved by the ACC.
   iii. The ACC has determined that the solar energy system will be installed on the roof of a home requesting installation and 1 or more of the following apply:
      A. The solar energy system will extend above or beyond the roof of that home by more than 6 inches.
      B. The solar energy system does not conform to the slope of the roof and has a top edge that is not parallel to the roof line.
      C. The solar energy system has a frame, support bracket, or visible conduit or wiring that is not silver, bronze, or black tone that are commonly available in the marketplace.

iv. The ACC has determined that either of the following apply:

A. The solar energy system will be installed in an unfenced yard or patio rather than on the roof of a home.
B. The solar energy system will be installed in a fenced yard or patio rather than on the roof of a home and the solar energy system will be taller than the fence line.

e. A homeowner must comply with state and local building codes and permit requirements in the replacement, maintenance, installation, or operation of an energy-saving improvement or modification or the installation of a solar energy system.

1.6.3. **Homeowner Maintenance of Solar Energy Systems**.

a. Owners shall maintain their solar energy systems in a neat and orderly manner.
b. Owners shall repair or remove damaged or inoperable solar energy systems within 60 days, or within such longer time as may be authorized by the ACC.
c. This rule 1.6.3 also applies to nonsolar energy projects.

2. **VEHICLES**. (Effective 1-3-24)

2.1. **Certain Vehicles Prohibited Unless Parked in a Garage.**

2.1.1. Article V, Section 7A of the Declaration states in part as follows: "Unless parked fully in a Residence garage or except as otherwise provided in this Section, no commercial vehicles (as defined in subsection C below) and no house trailers, boat trailers, watercraft, boats, motor homes, camping vehicles, camping trailers, trailers, snowmobiles, snowmobile trailers, or similar recreational vehicles shall be parked or stored on any Lot or within the Subdivisions."

2.1.2. Article V, Section 7B of the Declaration states in part as follows: "The Board of Directors has the discretion to issue rules and regulations permitting the temporary presence of recreational/leisure vehicles within the Subdivisions for purposes such as loading, unloading and cleaning."

2.2. **Temporary Presence of Recreational/Leisure Vehicles.** Recreational/leisure vehicles (house trailers, boat trailers, watercraft, boats, motor homes, camping vehicles, camping trailers, trailers, snowmobiles, snowmobile trailers, or similar recreational vehicles) not parked fully in a Residence garage are permitted to be present for loading, unloading and cleaning, but not for more than 72 hours, whether consecutive or not, within any consecutive two-week period.

3. **TENTS**. (Effective 1-3-24)
   3.1. Article V, Section 8 of the Declaration states as follows: Except as otherwise set forth in the Association's rules and regulations or as the Board otherwise approves, no trailers, tents, shacks, temporary buildings or any other similar structure or improvement shall be located at any time on a Lot.
   3.2. Tents and canopies are permitted, but not for more than 72 hours, whether consecutive or not, within any consecutive two-week period.

4. **VIOLATIONS AND COMPLAINTS.** (Effective 1-3-24)
   4.1. **General.**

      4.1.1. This part 4) has been adopted by the Board as an aid to handling complaints about violations of the Declaration, the Rules and Regulations, or of any other Hunt Club document.

      4.1.2. We are all neighbors, and it is in everyone's interest to avoid petty disputes and to make some compromises to ensure a harmonious neighborhood. Before making an official complaint, please try to work out your differences with your neighbor first. The Board will do its best to see to it that all complaints are properly handled and that the Declarations, Rules and Regulations, and other Hunt Club documents are fairly enforced. Please respect the fact that Board members are all your neighbors and are unpaid volunteers devoting their time and talents to Hunt Club.

      4.1.3. Complaints involving allegations of criminal conduct should be directed to the appropriate police authorities.

   4.2. **How to Register a Complaint.**

      4.2.1. All complaints must be in writing, dated and signed by the complaining party. The complaint should identify who committed the violation, describe the facts, and describe the efforts taken by the complaining party to resolve the matter with the alleged offender.

      4.2.2. If the problem is time sensitive, then the complaint shall so state. Unsigned or anonymous complaints will not be acted upon. Properly completed complaints shall be delivered, emailed or mailed to the Board President.

   4.3. **Board Action.**

      4.3.1. Unless there is a time-sensitive need, all complaints will be reviewed and considered by the Board at its next regularly scheduled meeting.

      4.3.2. The Board shall take one or more of the following actions:

         a. Dismiss the complaint and notify the complaining party with a brief statement of the Board's reasons.

         b. Issue a violation notice to the accused offender stating the facts constituting the violation and reciting the applicable restriction or Rule. The accused offender shall be requested to cease committing the

violation or offer any explanation, denial or defense. This notice shall be sent via first class mail.

c. Issue a violation notice to the accused offender stating the facts constituting the violation and reciting the applicable restriction or Rule. The accused offender shall be requested to cease committing the violation. Additionally, the notice shall state the date, time and location at which a hearing will be held before the Board of Directors at which the accused offender may appear (either in person or by written response) to offer any defense or explanation before the Board determines:
   1. whether or not a violation has occurred.
   2. whether or not to impose a monetary fine; and
   3. whether or not the offender is in good standing.
   4. This notice shall be sent via first class mail.

d. In certain circumstances, the Board may determine that it is in the Association's best interest to seek legal counsel and proceed with one or more of the Association's legal remedies.

5. **Leasing** (Effective 3-6-24)

5.1. Article V, Section 16 B2 of the Declaration states as follows: The Board of Directors may charge such reasonable administrative fees for reviewing, approving and monitoring lease transactions in accordance with this section as the Board of Directors, in its discretion, may establish. Any such administrative fee shall be assessed to and collected from the leasing Owner in the same manner as the collection of assessments under Article IV of this declaration. The administrative fee is $100.

6. ASSESSMENT COLLECTION POLICY (Effective 11-4-26).

6.1. **Purpose.** This policy establishes a uniform and consistent procedure for the collection of delinquent annual assessments owed to the Association. It is intended to ensure fair and equal treatment of all owners and to protect the Association's financial health and reserves.

6.2. **Payment of Assessments.** The annual assessment is imposed for the year beginning January 1 and ending December 1 and is payable in an annual installment.

6.3. **Default; Penalties.**

6.3.1. Default. Assessments are in default if not paid in full prior to March 1 of the assessment year.

6.3.2. Late Fees. Assessments in default shall incur a uniform late fee of $25 per month.

6.3.3. Liens. If full payment of all delinquent amounts (including fees and collection expenses) is not received before May 1, the Association will send, or cause to be sent, a written demand with a deadline to cure. If full

payment is not received on or before the deadline to cure, the Association may record against a lot a lien securing the payment of all delinquent amounts.

6.4. **Collection Expenses.** All expenses incurred in collecting unpaid assessments, including interests, fines, costs, actual attorneys' fees (not limited to statutory fees and including attorneys' fees and costs incurred incidental to any bankruptcy proceedings filed by the delinquent Owner or probate or estate matters) and advances for taxes or other liens or costs paid by the Association to protect its lien, shall be chargeable to the Owner in default and shall be secured by the lien on their Lot.

6.5. **Partial Payments.** Payments of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including attorney's fees; second, to any interest charges, fines and late fees on the installments; and third, to installments in default in order of their due dates.

6.6. **Payment Plans.** Owners experiencing hardship may request a written payment plan. Payment plans require Board approval and a signed agreement specifying payment amounts and due dates. Default on a payment plan will result in immediate resumption of the standard collection timeline, including any fees and collection expenses already incurred.