

**I. PERMITTED USE OF UNIT**

Except as otherwise specifically provided in the Declaration, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit.

**II. NUISANCES:**

No noxious or offensive activity shall be carried on upon any Lot or Unit or upon the Common or Limited Common Areas, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or may endanger the health of or unreasonably disturb any occupant.

**III. GARBAGE, RUBBISH AND REFUSE**

Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time by Marshall Township. Garbage containers must be kept out of public view from the front or side streets, except when placed at the designated pickup location on collection days, no earlier than 6:00 pm on the day preceding the day of trash pickup and must be taken in by 7:00 pm the day of pickup.

No lumber, materials, bulk materials, refuse or trash or debris shall be kept, stored, or allowed to accumulate on any Lot except building materials during the course of construction, all debris must be removed by completion of work to which it is incidental.

**IV. PET RULES AND REGULATIONS**

The Board wants Marshall Heights to be pet friendly, and as such the following rules & regulations are in place to ensure that all Unit Owners (both pet owners and non-pet owners) are accommodated

1. Each Unit Owner shall be responsible for the actions of his/her pets
2. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or on Common Property. Only household domestic pets such as dogs, cats or other household pets may be kept in the Units, not bred or maintained for commercial purposes. Only three (3) non-aquatic pets are permitted in any Unit at a time.
3. All household pets must be leashed when outside the Unit at all times. A leash can be no longer than six feet in length. No pet is permitted in any outside area to run free. An invisible fence will be considered to be an electronic leash. Invisible fences will only be allowed in the back yards. The pet cannot be left unattended within an invisible fence. Installation of such fences must be approved by the Board.
4. Pets may not be chained, tied, housed outside, left on pet leads/runs constructed on the outside of the Unit or left outside unattended at any location within the community. Pets must be kept under control by a responsible person at all times the pet is outside the Unit.
5. The right of an occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Association or other Units or occupants.
6. Chronically barking dogs must be restrained.
7. The pet owner is responsible and required to immediately remove any excretion left by the pet in all areas of the Association, including the Unit Owner's own yard.
8. Pet owners must restrain their pets from urinating on trees, shrubs, and plant life within the community. Any damage or destruction caused by this type of behavior will be repaired or replaced at the expense of the pet owner.
9. Pet owners may not walk their pets in the private Lots of other Unit owners.
10. All pets requiring licenses must be licensed with a current tag and properly vaccinated.

11. Unit Owners must ensure that their tenants or visitors with pets comply with all Pet Rules.
12. Any complaint concerning violation(s) of the Pet Rules must be presented to the Management Company in writing, containing all pertinent information.
13. Upon the receipt of a complaint, the offending pet owner will be advised of the complaint and given the opportunity to present their defense.

**V. VEHICLE/STREET RULES AND REGULATIONS**

1. No Semi-truck, tractor, tractor-trailer, trailer, boat, recreational vehicle, quad, dirt bike, motorcycle, mobile home, or the like, shall be parked anywhere on the property.
2. Inoperative vehicles are not permitted to be stored or left on the premises. Only licensed vehicles having a current registration, which do not cause a hazard or nuisance by noise, exhaust emissions or are unsightly in appearance, are permitted on the premises. Any vehicle not moved for a period of two (2) weeks is considered a stored vehicle and is prohibited.
3. The Board may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate.
4. No Unit Owner shall repair or restore any vehicle of any kind on any part of any Lot visible from the street except for normal maintenance or emergency repairs.
5. Vehicles may not be parked overnight on the streets.
6. Vehicles may not drive or park on grass or sidewalks, particularly at common driveway entrances. Parked vehicles may not block mailboxes.
7. Visitor parking spots are for visitors only. Unit Owners and tenants are not permitted to park their vehicles in visitor parking spots.

**VI. GARAGES**

Garages may not be converted to living space and may only be used for storage of vehicles or personal property. Garage doors shall be kept closed except when automobiles are being moved or the garage is being used. All maintenance and repairs to garages is the Unit Owner's responsibility.

**VII. SIGNS**

One sign containing no more than ten square feet advertising the house for sale or rent may be used. Such sign must be placed inside the Unit (i.e. in the window) and not exterior to the Unit. All other signs are not permitted.

**VIII. BALCONIES, DECKS AND PORCHES**

No rugs, clothes, sheets, blankets, laundry of any kind, or other article shall be hung from the balconies, decks and or porches. Balconies, decks and or porches and or patios shall be kept free and clear of rubbish, debris and other unsightly materials.

**IX. LAUNDRY LINES**

Laundry poles and lines are prohibited.

**X. HOLIDAY DECORATIONS**

All holiday decorations must be removed within thirty (30) days of the particular holiday or celebration. Holiday decorations can be displayed no earlier than thirty (30) days prior to the particular holiday or celebration.

**XI. MONTHLY MAINTENANCE FEE REGULATIONS**

The following shall be the assessment collection rules and regulations of the Association. These supersede any and all prior rules and regulations regarding this subject matter.

1. Maintenance Assessments shall commence on the first day of the month following conveyance of the Unit from the Declarant, or from Unit owner to subsequent Unit Owner, as the case may be. Assessments shall be collected and paid monthly.
2. All payments of assessments, fees, charges, fines, liens, etc., shall be made payable to Marshall Heights Homeowners Association.
3. Assessments received after the tenth (10th) day of the month in which they are due are considered delinquent.
4. Upon becoming delinquent, on the eleventh (11th) day of the month in which the assessment was due and unpaid, a \$10.00 late payment charge will be assessed to the Unit Owner's account each month.
5. When an account reaches sixty (60) days delinquent, the Unit Owner will be notified that his/her account must be brought current within ten (10) days or legal action will be initiated. The Association has the authority to assess interest at the maximum rate per annum on the outstanding balance. All costs associated with the collection action, including reasonable attorney fees, will be a cost to the delinquent Unit Owner.

6. The Association has the power and duty to suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any charge levied by the Association after sixty days delinquent.
7. The Association has the power and duty to suspend the rights to the use of the Common Areas, the Recreational Facilities or any other facilities which the Association may provide during any period in which such Member shall be in default in the payment of any charge levied by the Association after sixty days delinquent.

**XII. GENERAL ENFORCEMENT RULES AND REGULATIONS**

1. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
2. Mobile moving vans cannot be placed on the common property. The only location that the van can be placed is in the driveway of the Unit Owner who is utilizing the van.
3. Enforcement of these Rules and Regulations adopted pursuant hereto shall be by any proceeding at law or in equity against any persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by the covenants.
4. The use of mobile storage PODs for moving in or moving out may be permitted, with Board approval for a period not to exceed two weeks. The only location that the storage unit can be placed is in the driveway of the Unit Owner who is utilizing the storage unit.

**XIII. RENTING AND LEASING (amended 1-11-12)**

1. No unit or part thereof shall be rented or used for transient or hotel purposes, which are defined as:
  - (a) rental under which occupants are provided customary hotel services such as room service and similar services;
  - (b) rental to roomers or boarders, no lease may be of less than an entire Unit.
2. All lease agreements shall (1) be in writing, (2) be accompanied by a signed Marshall Heights Rental Agreement Form which provides that the Marshall Heights Rules and Regulations must be followed.

3. A copy of each new lease (at your discretion you may black out the references to deposit and rent amounts) and the Marshall Heights Rental Agreement Form must be signed by both Unit Owner and tenant and shall be furnished to the Board within thirty (30) days after execution of the lease. Unit Owners will be subject to an automatic \$100 fine per occurrence for a failure to provide the executed lease and the Rental Agreement Form within the time limit.

#### **XIV. RULES ENFORCEMENT PROCEDURES**

It is the intent of the Board to establish a uniform procedure for the Board to follow where they must take action relative to questions of compliance by individuals with the provisions of the property's Covenants and By-Laws (legal documents).

This policy is to be used by the Board in all cases of alleged violations of the Documents. The Board must have documentation of the alleged violation. This documentation can be in the form of an e-mail, letter or completed Marshall Heights Rule Violation Form from any Unit Owner or a report from the management representative. This documentation should state essentially the following:

1. The nature of the violation
2. The date and approximate time of the violation
3. The approximate location of the violation
4. The names and Unit address, if available of the offending party
5. The name and Unit address of the person reporting the violation
6. A statement verifying that the person reporting the violation actually observed the violation

The management representative will send a letter by regular mail to the offending party and/or Unit Owner describing the alleged violation, asking (1) that any such violation cease immediately and (2), if appropriate, the common element that was damaged by the violation be restored.

If the violating party does not comply with the first letter and continues to violate the Documents, the Board or its authorized agent shall cause to be sent to the offending party by regular mail a (1) written notice of the violation, (2) a statement that the fine in the amount of \$25.00 is imposed on the offending party, and will be imposed with an increase of the fine per reported violation occurrence and (3) a statement that if the offender wishes to appeal the fine, he/she must contact the managing agent in writing, within ten (10) days from the date of the notice of violation, requesting a hearing before the Board.

If any fines imposed under this policy are not paid within sixty (60) days, the matter may be referred to legal counsel for appropriate legal action. If the matter is referred to legal counsel, all reasonable attorney's fees, interest and costs incurred shall be assessed and collected against the offending party.

## **XV. MAINTENANCE AND REPAIR**

### **ASSOCIATION RESPONSIBILITY:**

1. The Association is responsible for regular grass cutting, lawn fertilizing four (4) times per year, annual mulching of landscaping beds, and snow removal for driveways and common area sidewalks. No trees shall be removed from any Lot or Common Property without the approval of the Board of Directors.
2. The Association shall maintain and repair the Common Areas.

### **INDIVIDUAL RESPONSIBILITY:**

1. Each Unit Owner shall furnish and be responsible, at his/her own expense, for all of the maintenance, repairs and replacements within his/her own Lot and Unit and also for all exterior maintenance required in and about the Unit, including but not limited to, care of yards (reseeding), lamp posts (bulb replacement), mailboxes, sidewalks, gardens, roof repairs and replacement and repair and painting of the Unit.

## **XVI. THE DO'S AND DON'TS OF MARSHALL HEIGHTS**

There are certain rules, regulations and responsibilities we all must live by. Listed below are some do's and don'ts.

### **Do**

1. Read the documents that were provided to you at the time of your purchase. They consist of the Association Rules and Regulations. The Documents apply to

the whole community. These documents spell out in detail all of the rules and regulations we must adhere to.

2. Maintain your property.
3. Learn the difference between Common Elements and Limited Common Elements. Common is for everyone's use, Limited is for your exclusive use. Your patio or deck can only be used by you and is a Limited Common Element.
4. Remember PETS are a privilege not a right. They must be leashed when outside and YOU must clean up after them.

### **DON'T**

1. Make **any changes** to the OUTSIDE of your Unit without the written approval of the Board. You must request this approval in writing. This includes storm/screen doors.
2. Don't make **any changes or additions** to the LANDSCAPING without written approval.
3. **Don't Park** your vehicles anywhere but in your garage or driveway. Vehicles may not be parked overnight on the streets.
4. **Don't** leave your RUBBISH CONTAINER outside in full view.

If we all follow these simple rules we will be able to maintain an attractive and harmonious Community. If we don't it will result in chaos. Remember "beauty is in the eyes of the beholder.

## **XVII. ARCHITECTURAL CONTROL RULES AND REGULATIONS**

Any modification or alteration to the exterior of a Unit must be pre-approved by the Board by submitting a Marshall Heights Alteration Request Form" to the Association.

1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Association Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and



location of the same shall have been submitted to and approved in writing by the Board or its designated representative, as to lawfulness and appropriateness, and as to harmony or design, color and location in relation to surrounding structures and topography.

2. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within sixty (60) days after they have been submitted to it, approval will not be required and these provisions will be deemed to have been fully complied with.
3. No awning, canopy, shutter, citizens' band, radio antenna or transmitter, satellite dish, radon system or any other device or ornament, (this includes no hot tubs or spas on the exterior of the Unit), shall be affixed to or placed upon the exterior walls or roof or any part thereof, or in, on, or over a patio or balcony, unless authorized by the Board.
4. On or after January 1, 2013, nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except natural wood or white solidly lined drapes, curtains, or louvered blinds) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof. Commencing January 1, 2013.
5. No outdoor play equipment, including but not limited to trampolines, swing sets, jungle gyms, sand boxes, slides and swimming pools, shall be permitted to be on any of the Lots.
6. Satellite Dishes and Exterior Antennas. Placement of all exterior antennas and satellite dishes shall be as approved by the Board subject to restrictions in the Declaration and By-Laws.

9-29-2011

## MARSHALL HEIGHTS HOMEOWNERS ASSOCIATION

### Specifications for storm doors

Pella or Anderson Full view storm door on the front and or rear of the unit. No cross bars are permitted. The glass cannot be colored or stained. Hardware must match existing.

Black front doors must have a black storm door.

Grey front doors must have a white storm door.

MARSHALL HEIGHTS HOMEOWNERS ASSOCIATION  
Specifications for landscape

1. Unless otherwise specified, all changes to exterior landscaping, including mulch areas, trees, and shrubs, must have prior approval from the Board of Directors by submitting an alteration request form. Immediate or eventual damage caused by these changes will be the responsibility of the unit Owner.
2. Low growing annuals, perennials, and spring and summer bulbs may be planted in the Unit Owner's own mulch area adjacent to the Unit without prior approval. Flowers are not permitted to be planted in the mulch around trees. Unit owner is responsible for the maintenance and care of any flowers planted.
3. Fruits and vegetables are permitted to be grown with approval from the Board, behind Unit only. Owners will be responsible for maintenance and upkeep.
4. A maximum of three decorative items (excluding walkway lights and the American flag), that are aesthetically consistent with the décor of the plan as determined by the Board, are permitted only in the Unit Owner's mulch area and on the front door suspended by an over-the-door hanger. They are prohibited on exterior walls, on garage doors, or in any other common areas. No decorative item may exceed 24" in height by 18" in width, except for trellises and shepherd's hooks, which can be up to 5' in height by 5' wide of neutral color, with no design on top. The Board may allow deviations from this provision for holiday decorations.
5. Sidewalk accent lights may be installed only along the walkway from the driveway to the front entry must have prior approval from the Board of Directors by submitting an alteration request form. Accent lights must be black in color.

**MARSHALL HEIGHTS HOMEOWNERS ASSOCIATION**  
**Specifications for Retractable Awnings for Rear Decks and Patios**

Procedure for Obtaining Approval of Alteration

The unit owner shall apply for approval of the alteration on a form provided by the Association (Request for Alteration Approval).

The unit owner's request shall reflect that the proposed alteration conforms to the Association's regulations and to the pre-approved specifications noted below.

Responsibility of the Homeowner

The unit owner is responsible for the purchase price (including the installation charges) of the alteration.

The unit owner is responsible for maintenance, repairs and upkeep of the alteration. Maintenance and upkeep of the alteration shall be at the unit owner's expense. Maintenance and upkeep must be consistent with the general standard prevailing at Marshall Heights Homeowners Association.

If the Association determines the alteration has become a nuisance or a hazard, falls into disrepair, becomes unsightly or infringes upon the right to free enjoyment of the common element, the Association shall have the right to cause the alteration to be removed at the unit owner's expense.

Awnings must be retracted when not in use, and during high wind and rainy weather conditions.

Specifications

1. Awnings are only allowed to be installed in the rear of the units over rear patios or decks.
2. The awnings cannot extend past the rear patio or deck.
3. The awnings shall be constructed of "Sunbrella" fabric and shall have a straight edge.
4. The awning color shall be Burgundy, style number 4631.
5. Braiding shall be burgundy. No decorative additions (including, without limitation, fringe or monograms) are permitted.
6. The awning hood must be white.
7. The awning must be attached to a wolmanized wood (or its successor) mounting board that has been bolted to the siding. The mounting board must be painted/stained to match the siding.
8. The awnings may be operated by hand-crank or electric motor. If motorized, all wiring must be run into the interior of the town home unit. This work must be done by a certified electrician.
9. Electronic options such as wireless keypads, wind sensors, etc. must be itemized in the Request for Alteration Approval.
10. Awnings must be retractable.

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## MARSHALL HEIGHTS HOMEOWNERS ASSOCIATION

### Specifications for Mailboxes and siding

Replacement siding and mailboxes must match existing and be approved by the Board so that it is aesthetically appealing for our community.