

## STATEMENT OF GUIDING PRINCIPLES FOR BIRCHWOOD FARMS GOLF & COUNTRY CLUB

Birchwood Farms Golf & Country Club was created to be the focal point of a private residential community known as Birchwood Farms Estates. Our objective is to be a private Club of exceptional quality and character – one that is noted for its natural beauty and the graciousness of its Members and staff – a Club that will be a credit to its Members and the many people who made possible its creation and development.

Birchwood will continue to encourage a membership consisting of area Members, as well as a membership from the diverse sections of the State of Michigan and other regions of the United States.

Birchwood shall foster harmony and friendship among all Members. The Club will encourage and support social and recreational relationships and endeavor to serve fairly and thoughtfully, the varied interests of its membership.

Birchwood shall be well managed and shall be operated on a sound financial basis. The structure of the Club governance shall be fairly representative of the Members' interests and designed to provide a balanced decision-making process as a part of which there shall be full and regular opportunities for input by Members through the Committees, Officers and Directors of the Club.

Birchwood shall recognize and protect the investments of its Members in Club facilities, homes, road and water systems and improvements within its community.

### REMINDER

Birchwood Farms Golf & Country Club asks its members, their families, guests and renters to practice common and courteous cell phone etiquette when at the Clubhouse and outdoor facilities. See Cell Phone Use in House Rules.  
(Revised 03-2019)

It shall ensure that existing restrictions, as stipulated in the Covenants, Bylaws, and Rules and Regulations, are enforced in a manner compatible with the best interests of all Members including the ability of the Board of Trustees to levy fines and penalties for any declared violations as set forth in the Covenants, Bylaws, and Rules and Regulations.

Birchwood will serve and support the fine traditions of the game of golf and will give particular attention to assuring that our golf courses are of preeminent quality. The facilities for tennis, swimming and other recreational sports will likewise be maintained in first quality condition.

The Club shall restrict and limit guest use insofar as necessary to ensure that the privileges of the Members and their full enjoyment of Birchwood are provided for first. Appropriate levels of accompanied guest use of Birchwood are encouraged because such use is in the best interest of the Club and its Members. All guests shall be Member-sponsored and shall strictly adhere to the rules that govern the guest use of Birchwood's facilities.

Birchwood Farms Golf & Country Club will act ethically and responsibly in its treatment of employees, in its relationships with nearby communities and all agencies of government, in its transactions with other Clubs, suppliers and businesses, and in its care of the environment within its boundaries.

### REMINDER

Please respect the private property of Birchwood members by remaining on the Club's common property at all times.  
(December 2006)

Specific exceptions to any of the Rules & Regulations may be granted by the General Manager/COO or The Board of Trustees.

**Alcohol:** The Club will comply with all federal, state and local laws pertaining to the sale and service of alcoholic beverages. Club employees may, at their discretion, refuse to serve alcoholic beverages to any person who appears to be intoxicated or on the verge of becoming intoxicated. Alcoholic beverages are not to be served to minors (i.e., persons under the age of 21).

**Animals:** Domestic animals, except service animals as defined by applicable state regulations accompanying members and guests, are not permitted in the Clubhouse or decks, racquet sports courts, golf practice facilities, cart barn area, Three-Way House eating area and pool area. (Revised 03-2019)

**Attire:** All members, guests and renters are asked to comply with the dress code listed below to enhance their overall enjoyment of the Club. Please keep in mind that Birchwood is a family-friendly environment, so all clothing should be in good taste and shirts should be tucked in. Please adhere to the following dress codes as noncompliance places staff in an awkward position of confronting members or their guests.

The following items are considered inappropriate in all Club areas:

Tank or halter shirts, t-shirts, thong-style swim suits, short shorts, micro-mini skirts, cut-off shorts or any other clothing management feels inappropriate.

Clubhouse:

Blue denim must be free from holes, frayed edges, or stains. Bathing and fitness attire with proper cover ups or sweat suits are not allowed in the Grill Room, Main Dining Room or Private Dining Room/Library.

Hats or other head covers are not to be worn by males within the covered areas of the Club, aside from the Three-Way area and the Pro Shop. Exceptions to this rule include golf events and costume or themed parties. The dress code for some special events and holidays may differ from the dress code provided above. Please refer to the event invitation or flyer for the appropriate dress code.

Poolside: Casual clothing, tennis attire, bathing suits and cover-ups are permitted.

**Billings:** All questions concerning a member's dues and charges shall be addressed to the Controller or General Manager/COO.

**Cell phone use:** Cell phones should be placed on vibrate only. There shall be no conversations in any of the eating areas (Grill Room, Casual Bar, Dining Room, South Deck, Three Way House) and Pool Deck. Cell phones should be used for emergency purposes only on the golf course and the racquet sports courts. (Revised 03-2019)

**Charges:** All services provided a member will be charged to his or her Club account. Members are requested to sign checks with a legible signature and account number. Unless otherwise indicated a 20% gratuity will be added to all food and beverage charges.

**Children:** Members are responsible for the conduct of their children and their children's guests. Except for special events, children under 12 years of age are not permitted in the Clubhouse unless accompanied by an adult.

**Clubhouse Area/Environ:** Clubhouse environ shall mean all Clubhouse entrances, decks, parking lots, racquet sports courts, golf practice facilities, cart barn area, Three-Way House area and pool area.

**Complaints:** All complaints against the General Manager/COO shall be made, in writing, to the Board of Trustees. All complaints against any member or staff shall be made, in writing to the General Manager/COO.

**Credit Cards:** Visa/MasterCard or Discover may be used by guests or renters who present a registered guest or renter's card, or are in the company of a sponsoring member.

**Directory/Insignia:** No member or employee of the Club shall use Club stationery, roster, the name or insignia of the Club for the purpose of solicitation of any type, including but not limited to circulars or communications to members or others without first obtaining permission from the Board of Trustees. No member or employee of the Club, shall furnish the mailing list of the Club for any purpose whatsoever, without first obtaining permission from the Board of Trustees.

**Employees:** The giving of directions to and the reprimanding of employees are the responsibility of the General Manager/COO. Members are requested to report any incivility by an employee to the General Manager/COO or the Manager's representative. Members wishing to engage the service of the Club's employees off premises should make such arrangements through the office of the General Manager/COO. Members shall not request employees

to leave Club premises to perform personal member services.

**Food & Beverages:** No food or beverages shall be consumed in the Clubhouse unless purchased from the Club. The General Manager/COO must authorize any deviation from this rule.

**Gambling:** Illegal gambling is prohibited on Club property.

**Golf Shoes:** Only spikeless shoes or shoes with soft spikes, are allowed in the Clubhouse, Pro Shop, or on the decks.

**Hours:** The hours during which the Clubhouse and grounds are open and the hours of operation of food and beverage service shall be set from time to time. Such hours of operation shall be posted at the Club office.

**Liability:** The Club will not be responsible for any loss or damage to personal property of members, guests or renters.

**Personal Conduct:** Members, their families and their guests shall at all times conduct themselves in a polite, courteous and civil manner so as not to become a nuisance or to cause any person to feel threatened, uncomfortable or unwelcome on the common properties.

**Profanity:** The use of profanity on the common properties in an angry or threatening manner in close proximity to any member or guest or directed at a staff member is strictly prohibited.

**Smoking:** Smoking and tobacco products, including e-cigarettes, are permitted only on the golf course and at the designated location in the lower level handicap parking area. Marijuana is prohibited on all common properties. (Revised 03-2019)

**24 Hour - Cancellation Rule:** Cancellations for special events must be received at least 24 hours prior to the activity or the reserving Member will be charged 50% of the event charge. Failure to cancel or not attend will result in a full charge (100%) for the event.

**14 Day - Cancellation Rule:** Cancellations for selected events and activities (for example, the Lecture Series) must be received at least 14 days prior to avoid having to pay a cancellation fee of 50% of the event charge. If a cancellation is received within 14 days of the event, and the opening is filled by another member who is on the wait list, no

cancellation fee will be charged. Failure to cancel or attend will result in a full charge (100%) for the event.

**Speed Limit:** A major concern is the preservation of peace and safety for residents and visitors in our Birchwood community. It is more apparent that as we continue to progress, the frequency of speeding violations is also increasing, resulting in a number of "close calls". Walkers, bicyclers, joggers and others should be able to enjoy the use of the roads without apprehension of personal danger. As traffic levels increase, so does the risk.

Recognizing the need to assist the Security Department in controlling this problem, the Board of Trustees, with full support of legal counsel, has authorized the increase of speeding violation fines. Security Officers have been instructed to take the following actions upon violation of the posted speed limit.

Members, guests, renters, employees, contractors and commercial vehicles: Courteously request vehicle to stop. Issue a ticket imposing appropriate fine with a due date. Unauthorized vehicles will be escorted to the nearest exit.

Speeding Fines:  
26 to 34 MPH: \$25.00 Fine  
35-to 40 MPH: \$50.00 Fine  
Over 40 MPH: \$75.00 Fine

If multiple tickets are received within a six month period the fine charged will be equivalent to next higher bracket i.e. second offense at 34 MPH will incur a fine of \$50.00

Third Offense: Contractors and commercial vehicles: Courteously request vehicle to stop. Issue a ticket imposing appropriate fine with due date. Owner of vehicle will submit a written pledge to henceforth adhere to the speed limit. The driver will be prohibited from driving in Birchwood for 30 days.

These measures are implemented for the common good. We urge your compliance and support.

Cris Cavitt, PGA Director of Golf

Birchwood Farms Golf & Country Club is a private community. Open play is not allowed at any time, unless accompanied by a member.

Golf is a sport in which etiquette is important and conforming to rules and regulations is mandatory if members and guests are to derive maximum enjoyment. The following rules, which have been prepared by the Golf Committee and adopted by the Board of Trustees, shall be enforced by the General Manager/COO, Director of Golf, Golf Committee and Board of Trustees.

## A. REGISTRATION

All members, renters and guests must be registered prior to teeing off, including walkers.

## B. STARTING TIME RESERVATIONS

1. Golf course starting time reservations are required at all times. Reservations are made through the Pro Shop staff or online.

a) Members who have golfing privileges may reserve a tee time not more than one week in advance. Tee times for Monday golf may be made at the earliest on the preceding Monday morning (i.e., one week earlier). Saturday and Sunday tee times may be made at the earliest on the preceding Saturday (i.e., one week earlier and in the case of Sunday, one week and one day earlier). Online tee times will adhere to the same tee time policy. (10.28.19)

b) Rental guests may reserve a tee time not more than two days in advance.

c) Members or renters cannot make non-consecutive tee times in the same day.

2. The Director of Golf, or his staff, may require twosomes to combine and play as foursomes in periods of heavy play.

3. In order to better utilize our golf course and offer our members and guests the most efficient tee time schedule possible, please note that tee times not cancelled in a timely manner are subject to a "no show" charge. Failure to cancel or appear for a tee time will result in a cart fee charge of \$23 each or \$92 per foursome.

## C. HANDICAPS

1. The handicap system is formulated by the United States Golf Association (USGA) and

administered by the Golf Association of Michigan (GAM).

2. Each member shall record his or her score every time he or she completes at least 13 holes of an 18-hole round OR two consecutive 9-hole rounds. Players who fail to post scores will not be eligible for tournament prizes.

3. Scores from other courses (away scores) must be entered as well.

4. In order to obtain USGA Handicap Index from Birchwood Farms Golf & Country Club, a golfer must post at least five 18-hole scores from Birchwood, or present 10 scores from another recognized golf course.

## D. TOURNAMENTS

1. Tournament participants must have a current established handicap index as defined by the United States Golf Association rules to share in tournament prizes.

2. Birchwood members must have a current established handicap index on record at Birchwood Farms Golf & Country Club to participate in any Birchwood golf event.

3. Registration for tournaments is restricted to Birchwood members. Preview Members are not permitted to participate in Club events (unless invited as a guest of a Property Owner, i.e. Silver Birch, Green Coat).

4. Scores from the following competitions must be posted in the computer with a "T" (Tournament).

Member-Member Tournament  
Green Coat Invitational  
Silver Birch Invitational  
Club Championship Tournament  
Mixed Team Club Championship

## E. GUEST PRIVILEGES

1. A member must accompany each foursome.

2. Renters must have guest cards for proper identification and accompany each foursome of their guests.

3. Members who have golfing privileges and their spouses or Designated Guest and their children and grandchildren under the age of 21 may play without paying green fees. (Revised 10.28.19)

4. Reservations for multiple group tee times must be approved by the Director of Golf and/or Golf Committee Chairman.

5. Accompanied "non-house" guests living within a 50-mile radius of Birchwood are limited to playing a total of three times per season exclusive of Member/Guest tournaments or fundraising events hosted by the Club. An individual guest may only play three times per season, regardless of how many members invite him/her to play.

6. Reciprocal club play is not permitted between Memorial Day and Labor Day. Reciprocal club play is limited to those Private Clubs approved by the Golf Committee or Director of Golf.

7. The Director of Golf may allow another Golf Professional a one-time courtesy round per year.

8. Staff members may utilize the course based on the personnel policy approved by the Board of Trustees.

## F. GOLF CARTS

1. Only carts owned or leased by the Club will be allowed on the course.

2. Golf carts are not allowed on private property or association roadways, or in the Club parking lot without prior approval from the Director of Golf or General Manager/COO.

3. Golf cart directional signs, roped areas and blocked areas must be observed. Carts are to be parked on the paths where available.

4. Carts are not to be driven within 30 feet of all greens or tees (where cart paths are not available).

5. Drivers of carts are responsible for any damage caused to the cart by them.

6. The Club's General Manager/COO, Golf Course Superintendent or Director of Golf shall determine whether or not the conditions of the course, will permit the use of carts.

7. No more than two players and two golfbags per cart are allowed.

8. Only adults (16 years or older), with a valid driver's license, may operate a golf cart.

9. All golf carts must be off the course before dark.

10. Any player requiring a handicap flag (blue flag) must request one from the Golf Shop. Blue flags will be issued to those with medical conditions that do not allow them to walk long distances. Players must use discretion at all times. Carts are not to be driven on or near the putting greens or tee boxes, at anytime.

## G. GENERAL RULES

1. Weather conditions permitting, the golf course will be open from May 1st through October 31st of each year.

2. On Saturdays, Sundays and holidays, junior golfers (under 16) will not be permitted on the course unless accompanied by an adult.

3. Junior golfers (under 12) must be accompanied by an adult at all times. This includes the driving range, practice green and the short game area.

4. Proper dress is required at all times: in the Clubhouse, on the golf course, driving range, practice area, putting green, etc.

a) Men and boys must wear shirts with collars, turtlenecks or mock turtlenecks. Mock turtlenecks must be a minimum of 1 3/4" in length, measured from neck seam to top of collar. All shirts must be tucked in.

b) Cut-offs, short shorts, tank tops, tee shirts or blue denim are not allowed.

c) All cuffs of shorts must not be higher than mid-thigh length.

5. It is the responsibility of every golfer to keep the course in good condition including replacing divots and fixing ball marks.

6. Groups stopping for an excessive amount of time at the turn shall relinquish their priority on the course and must reapply to the starter, or the Pro Shop, before resuming play. Such players will be fitted into play at an available time.

7. During prime playing periods, all golfers will be required to use a golf cart unless an exception is granted by the Director of Golf or Golf Professional.



7. You will receive written confirmation of your acceptance or your priority listing on an alternate list.

## L. ENTRY RULES FOR SILVER BIRCH LADIES' MEMBER/GUEST INVITATIONAL

1. Members must have a current established handicap index on record.
2. Entry forms must be returned or delivered to the POA Office c/o Administrative Assistant .
3. Entrants must be in good standing as determined by the Board of Trustees.
4. You will receive written confirmation of your acceptance or your priority listing on an alternate list.

The Official Rules of Tennis and The Code as promulgated by the USTA, the Rules of Bocce as promulgated by the USBF and the Rules of Pickleball as promulgated by the IFP/USAPA, shall govern court usage and play.

Denny Green,  
USPTA Tennis Professional  
USAPA Member – Pickleball  
USBF Member- Bocce

1. Guest fees shall be determined annually by the Board of Trustees. Event fees shall be determined by the Racquet Sports Professional. A listing of fees shall be posted in the Racquet Sports Pro Shop.
2. All players must register in the Racquet Sports Pro Shop prior to play unless they are participating in an organized activity, tournament, Men's Day, Ladies' Day or similar function where their participation is otherwise recorded by the staff. Players that participate in organized league play are required to pay applicable fees and must be signed for at the time of registration.
3. Court Privileges are extended to Property Owners including their immediate family members as defined in the Bylaws, Article II, Section 3 (b), Social Members including their immediate family members as defined in the Bylaws, Article II, Section 3 (c) and Preview Members including their immediate family members as defined in the Bylaws, Article II, Section 3 (d) and renters and lessees as defined in the Bylaws, Article II, Section 3 (e).
4. Guest Privileges: Property Owners, Social Members, Preview Members and renters and lessees shall be entitled to bring accompanied guests. The Racquet Sports Professional and/or General Manager/COO may approve additional guests on a limited basis to enhance member programs. Non-house guests, living within a 50 mile radius are limited to playing a total of three times per calendar year.
5. Guest Policy Criteria: Property Owners, Social Members, Preview Members, renters and lessees may request an extended 10 (ten) day guest pass, at no cost, at the discretion of the Racquet Sports Professional or General Manager/COO.
  - a) Guest(s) must not permanently reside within a 50 mile radius of Birchwood.
  - b) Only 1 (one) 10 (ten) day extended guest pass is allowed per guest, per calendar year.

6. Reservations for court use may be made up to one week in advance.
7. Lessons are available for all ages and levels. Please call the Racquet Sports Pro Shop for individual lessons or clinics.
8. Daily Court Hours are dawn to dusk.
9. Proper court attire is required at all times. No cut-offs, blue denim or tank tops are allowed. Court shoes must be worn for court care and safeplay.
10. Courts are not to be used for any purpose other than playing bocce, pickleball and tennis or engaging in instruction for these sports.
11. Court care: Proper care must be taken when using the courts. After open play and during the shoulder seasons please groom the courts and sweep the lines when applicable as a courtesy to subsequent players. Please hang any court equipment on the fence after use. Please report any damage to the court surface or tapes to the staff.
12. Do not tamper with the hydro-grid irrigation system (canisters, valve boxes or timing devices).
13. Children under the age of 8 years are required to be accompanied by an adult unless engaged in supervised activity or lessons.
14. No food on courts unless during specific function and monitored by staff. Please use adjacent lawn areas.
15. No type of smoking, including e-cigarettes and use of tobacco products, intoxication, profanity or improper behavior is allowed.



## POOL RULES & REGULATIONS

1. All persons must register before using the pool facilities.
2. Property owners including their immediate family members as defined in the Bylaws, Article II, Section 3 (b), Social Members including their immediate family members as defined in the Bylaws, Article II, Section 3 (c), Preview Members including their immediate family members as defined by Article II, Section 3 (d) and renters are entitled to use the pool.
3. Pool may only be used according to posted regulations.
4. Children under 13 years of age must be accompanied by a person, 16 years of age or older, even when a lifeguard is on duty.
5. State law requires showering with soap before entering the pool.
6. No pets, radios, running, pushing, diving, rough play or climbing on others is allowed in the pool area.
7. Food and beverages purchased from the Club are allowed in the pool deck area. All glass containers are prohibited. No food, beverage or gum is allowed in the pool. (Revised 03-2019)
8. No type of smoking, including e-cigarettes, use of tobacco products, intoxication, profanity or improper behavior is allowed.
9. Children wearing diapers or incontinent persons must wear plastic pants/swim diapers when entering the water.
10. Proper swimwear attire is required at all times.
11. Persons with an infection or communicable disease, open sores, cuts or rashes are not allowed to enter the water
12. Instructions by the lifeguard must be obeyed at all times.
13. Bather Load Limit – Swimming pool maximum bather capacity of 225 people. Children’s pool maximum bather capacity of 32 people.
14. All injuries, however slight, must be reported to the lifeguard on duty immediately.
15. “Non-house” guests living within a 50 mile radius of Birchwood are limited to three visits per year and must be accompanied by a member at all times.
16. Swim at your own risk.
17. For emergencies, call 9-1-1 immediately.
18. Towel use is limited to one per person, per visit.
19. Anyone at any given time may be asked to pass a swim test demonstrated at a skill level determined by the on duty lifeguard.
20. Water toys and flotation devices may be permitted at the lifeguard’s discretion.
21. The pool is to be cleared of all persons during inclement weather upon the direction of the lifeguard.
22. Parent/Guardian is responsible for the safety and behavior of their children in all Birchwood pools, at all times.
23. No sitting or hanging on the lane marker lines. No hanging on the basketball hoop or volleyball net or no standing on the walls in the pool.
24. Members may use the pool in conjunction with Personal Trainers or Instructors. Personal Trainers and Instructor sessions must be reserved with the Pool Director. A master calendar and login book will be maintained and will include a contract and signed waiver. Each Personal Trainer and Instructor will be responsible to invoice all training charges through the Pool Director. Birchwood will retain 20% of all fees for use of the facility. Any Personal Trainer or Instructor not abiding by these rules will be denied access to the facility. Please see the Pool Director for a list of approved Personal Trainers and Instructors.

## FITNESS CENTER RULES & REGULATIONS

1. All persons must register in the Fitness Center before using the facility. Misuse of equipment will not be tolerated. Shirts are required and must be worn at all times.
2. Property owners including their immediate family members as defined in the Bylaws, Article II, Section 3 (b), Social Members including their immediate family members as defined in the Bylaws, Article II, Section 3 (c), Preview Members including their immediate family members as defined by Article II, Section 3 (d) and renters are entitled to use the Fitness Center.
3. "Non-house" guests living within a 50 mile radius of Birchwood are limited to three visits per year and must be accompanied by a member at all times.
4. Children under 15 years of age must be accompanied by an adult.
5. The daily hours of operation are 6:00am-10:00pm
6. Tennis shoes must be worn at all times. Shoes that are worn outside of the Fitness Center (whether "street shoes" or tennis shoes) cannot be worn within the Fitness Center.
7. The Club will supply antiseptic wipes to be used on equipment after each use.
8. The Fitness Center is not staffed. However members are able to use the facility in conjunction with personal trainers. Personal training sessions must be reserved with the Club. A reserved personal training session is only for the facility, individual equipment cannot be reserved. A master calendar and login book will be maintained and will include a contract and signed waiver. Personal trainers will be responsible to invoice all personal training charges through Member accounts. Birchwood will retain 20% of all personal training sessions as a user fee for the facility. Personal Trainers not abiding by these rules will be denied access to the facility.
9. Cardio equipment is limited to 30 minutes per session if others are waiting. Equipment use is on a first come basis, equipment cannot be reserved.
10. Birchwood will provide two life link devices that can be worn by individuals when using the facility alone. The devices are linked directly to 9-1-1 and will initiate a call to Birchwood's First Responders. These devices are available in the Accounting Office.
11. All cardio equipment will have personal TV's that are to be accessed with headphones only. Headphones and batteries can be purchased in the Accounting Office if needed.
12. The Fitness Center is monitored by closed-circuit T.V.

# RENTER RULES & REGULATIONS

1. Renters of dwellings may use all Birchwood Common Properties. This privilege is extended to only one Renter and that person's spouse and children under the age of 21. Other persons staying in the dwelling are considered guests of the Renter and may only use the golf course in the company of the Renter or their spouse.

2. Rental within Birchwood shall be no less than seven (7) consecutive days during May through September of any given year.

3. A Birchwood Registration Fee is required for all rental periods.

Months	Base Fee	Additional Weekly Fee
May - September	\$100	\$50
October - April	\$50	\$25
Monthly	\$200	n/a
Maximum	\$500	n/a

4. The Registration Form shall be completed and submitted to the Birchwood Accounting Department prior to rental start date (along with the Registration Fee, a copy of the signed rental agreement and copy of Renter's driver's license).

5. A Birchwood House Account is required for the Renter and must be secured by a credit card (Visa, MasterCard or Discover). All charges made by the Renter, family and guests will be billed to the credit card provided.

6. Until the Registration Form, House Account Application and Registration Fee have been received by Birchwood and Renter Cards and House Account numbers have been issued, the Renter, immediate family and guests are unable to use the dining facilities, use the golf courses and make purchases of any kind.

7. Renters will be issued Guest Cards for guests identified on the Registration Form.

8. Renter and Guest Cards will be available for pick up from the Birchwood Accounting Department during normal business hours. Outside of normal business hours the cards will be available in the Security Department.

9. All Renters, their immediate families and Guests shall adhere to the Rules that govern the use of Birchwood's amenities and Common Properties. Violations shall be adjudicated using the same procedures as if the violator were a Voting Member.

10. A \$25.00 replacement fee will be charged for each lost Renter or Guest Card.

11. The Owner (Voting Member) is responsible for any unpaid charges or fees incurred by the Renter.

12. Existing Voting Members who rent a dwelling within Birchwood for their own use, are not subject to the Registration Fee.

*(Revised in its entirety 12.2.19)*

**A. Homesite Owners who purchased prior to 7/15/2017**

In accordance with Article II, Section 9, of the Bylaws of the Birchwood Farms Golf and Country Club Property Owners Association, the Association may annually accept resignations or option contracts for resignations from homesite owners who purchased prior to July 15, 2017. Acceptance will be based on seniority of membership, with priority given to the most senior members. Seniority will be determined as of the date of the instrument conveying the homesite (seniority of property owners shall not be affected by a gap in ownership of 90 days or less) to the member intending to resign or to a predecessor in title if related (legacy) as defined in the Bylaws.

If a resignation or option contract request is not accepted by the Association in a given year, the property owner may resubmit for consideration each year.

**1. Resignation of Homesite Owners Who Purchased Prior to 7/15/2017**

In accordance with Section 9(a) of the Bylaws of the Association, homesite owners wishing to resign membership in the Association shall comply with the following:

- a. The member shall notify the Association no later than October 1st of each year that the member intends to resign by completing the Notice of Intent to Resign Membership Form (available in the POA Office) and by submitting a good faith deposit of \$1,000 to be applied to the \$15,000 resignation fee. The deposit shall be refunded by the Association if it does not accept the resignation or if the member withdraws the request at any time prior to closing.
- b. As a condition of accepting a resignation, the Association may require the member to remove any trees from the homesite that may pose a danger to adjoining properties.
- c. The Association will notify members accepted for resignation as soon as practicable after October 1st of each year, and closings shall be completed no later than October 31st of that same year, unless extended by mutual written agreement of the Association and the resigning member. The closing agent will be selected by the Association.

d. At the time of closing, the resigning member shall:

1. Be current in all amounts due to the Association as of October 1st of the year of resignation.
2. Pay the remaining balance of the resignation fee of \$15,000 minus the \$1,000 good faith deposit to the Association.
3. Convey title of the homesite to the Association free and clear of all liens and encumbrances.
4. Pay all real estate taxes prorated to the date of closing.
5. Pay one-half of any closing fee charged by the closing agent up to a maximum of \$300.
6. The request to resign may be withdrawn at any time prior to closing upon payment of any cancellation fee charged by the closing agent up to a maximum of \$300.

**2. Contract Option for Homesite Owners Who Purchased Prior to 7/15/2017**

In accordance with Section 9(b) of the Bylaws of the Association, homesite owners may purchase an option contract from the Association for \$5,000 to allow them to resign after five years upon payment of the remaining balance of the \$15,000 resignation fee, upon compliance with the following:

- a. The member shall notify the Association no later than October 1st of each year that the member intends to purchase an option contract by completing the Notice of Intent to Resign Membership Form (available in the POA Office) and by submitting a good faith deposit of \$1,000 to be applied to the \$5,000 option fee. The deposit shall be refunded by the Association if the option contract is not approved.
- b. The Association will notify members that their request to purchase an option contract is accepted as soon as practicable after October 1st of each year, and option contracts (available in the POA Office) will be executed no later than October 31st of that same year, unless extended by mutual written agreement of the Association and the

resigning member. The terms of the option contracts shall govern the members' rights of resignation thereafter.

**B. Homesite Owners who purchase on or after 7/15/2017**

In accordance with Article II, Section 9, of the Bylaws of the Birchwood Farms Golf and Country Club Property Owners Association, homesite purchasers may purchase an option contract for \$5,000 from the Association allowing them the right to resign, after five years, upon payment of the balance of the \$15,000 resignation fee and execution of an option contract (available in the POA Office) within 30 days of the original property purchase. The terms of the option contracts will govern the members' rights of resignation thereafter.

a Existing property owners that purchase a new homesite are permitted to purchase an option contract.

b. The option contract fee shall be non-refundable except upon the construction of a residence on the homesite or upon death of the homesite owner.

c.. The option contract is not transferable or assignable except in the event of a transfer of the homesite to a person who is related to the option contract holder by blood or affinity in the first degree as defined in Article VII, Section 9 (d) of the Bylaws of the Association.

**C. Any and all Option Contracts held by lot owners, and future lot owners, shall be executed on or after the fifth anniversary of the original purchase date of the lot owners' Option contract. (Revised 8.26.19)**

1. The Board of Trustees shall evaluate the number of option contracts and or exit resignations applied for, in any given year and determine the number of resignations for any given year aside from from the existing option contracts eligible. (Revised 8.26.19)

# BUILDINGS AND USE RESTRICTIONS RULES AND REGULATIONS

In accordance with the Covenants and Restrictions of the Declarations of Restrictions of the Birchwood Farms Golf & Country Club, an Architectural Control & Security Committee (AC&SC), appointed by the Property Owners Association Board of Trustees, has been formed to promote the orderly and aesthetically acceptable development of home sites and residences and the maintenance of existing home sites and residences. Additionally, the AC&SC is charged with securing for each Property Owner, the full benefit and enjoyment of membership with no greater restriction upon the free and undisturbed use of the home site than is necessary.

The AC&SC will evaluate site and detailed building plans for compliance with the Declarations and the Birchwood Farms Golf & Country Club Rules and Regulations. It is the home owner, architect and/or home designer, and builder's responsibility to make sure the building conforms to all federal, state and local building ordinances, code and structural integrity.  
(Revised 9-07)

A quorum of the full Architectural Control Committee (AC&SC) shall be required to approve or reject all residential building plans. A quorum is defined as the majority of the full AC&SC membership or a minimum of three members, whichever is greater.

Any damage, repairs, building or landscaping expenses (or penalties) resulting from a violation of these Rules and Regulations will be deducted from the Security/Escrow Fee to be established under these Rules and Regulations: any expenses exceeding the Security/Escrow Fee will be the personal responsibility of the homeowner, and may be assessed to the homeowner as part of the regular monthly assessment. Please note that Article II, Section 7 of the Bylaws ("suspension of Members") may be invoked for infractions of these Rules and Regulations.

The POA Board of Trustees has delegated to the AC&SC the responsibility to enforce the Rules and Regulations. The Board of Trustees may amend the Rules and Regulations at any time. (See "Appendix B" for abbreviated definitions.)

These Rules and Regulations are minimum requirements of the P.O.A. Other legal associations within Birchwood Farms Golf & Country Club may have more stringent rules and regulations.  
(Revised 9-07)

## ARTICLE I

### A. *General Provisions*

1. New single and multiple dwelling residences and those undergoing exterior remodeling must meet high standards of construction and have an exterior appearance consistent with the existing architecture and design in Birchwood as documented in construction and appearance standards adopted by the AC&SC
2. If a plan for a new house, remodeling or landscaping is presented to the AC&SC, and the AC&SC, by resolution, determines that the plan will adversely affect property values or the character of Birchwood, the AC&SC may disapprove such plan.  
(Revised 1-25-10)
3. The AC&SC will upon request, provide the Property Owner/builder at the preliminary stages of design, examples of desirable architecture and exterior appearance. The AC&SC may disapprove any new or modified site plan layout if a violation of the Rules and Regulations has occurred and is not corrected, in the AC&SC's determination.
4. Upon submittal of new home or exterior alteration plans for approval the Property Owner must also submit the applicable security escrow and water tap-in fees. Fee amounts are listed in the Homeowners and Contractor Information Packets.  
(Revised 3-22-04; 1-25-10)
5. The owner of each homesite shall, at all times, keep such homesite and any improvements situated thereon in such a manner as to prevent it from becoming unsightly which adversely affects the overall aesthetics within Birchwood. In the event an owner of any homesite shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Architectural Control and Security Committee (AC&SC), refer to the Homesite Maintenance Plan (HMP) process), such committee shall have the right, through its agents and employees to enter upon said homesite and clean, repair, maintain, and restore the homesite and exterior of the buildings and any other improvements erected thereon. The Association shall bill corrective costs and/or fines to the owner.  
(Revised 2-24-20)

SEE CONSTRUCTION PLAN SIGN-OFF FORM

## BUILDING AND USE RESTRICTIONS RULES AND REGULATIONS

### ***B. Owners, contractors, subcontractors and their tradesmen must comply with the following rules:***

1. No structure shall be constructed or modified, nor land graded, landscaped and/or live trees cut without first receiving written approval from the AC&SC
2. Prior to start of construction, all government permits, notices and the AC&SC Compliance Certificate must be posted on a freestanding permit board on the homesite.
3. The exterior of new construction or building modifications must be completed within twelve (12) months from the start of construction, and certified for occupancy within an additional six (6) months. All exterior work, including painting and staining, must be completed prior to requesting AC&SC occupancy approval. Incomplete buildings within these time frames will be subject to Property Owner fines and/or loss of use of Birchwood amenities.
4. Work may not start before 7:00 a.m. and must cease by 6:00 p.m., Monday through Saturday. No work activity is permitted on Sundays, New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving or Christmas Day.
5. Excessive noise such as unnecessary yelling and loud radios is prohibited.
6. County Frost Laws will be enforced on Birchwood property.
7. Vehicles must be parked with all wheels on the blacktop roadway unless otherwise directed by Security. At the direction of Security, caution signs must be posted on the roadway where sharp curves or intersections prevent clear traffic visibility. (Revised 10.26.20)
8. Material deliveries should be scheduled on a "just in time" arrangement. Large quantities of material should not be allowed to build up on the site for extended periods.
9. A contractor's trailer or temporary shed, not exceeding ten (10) by fifteen (15) feet, may be kept on the lot to protect and secure tools, etc. until the structure is enclosed.
10. An on-site temporary toilet facility must be available until an inside working toilet is available. (Revised 9-07)

11. Absolutely no vehicles, sheds, tools or materials may be stored in the "green belt" area.
12. Scrap materials and rubbish must be collected each day and placed in an on-site dumpster or disposed of off-site. Excessive dirt, clay, sand, etc., carried by contractor vehicles onto Birchwood roadways, must be removed daily.
13. Owners are responsible for actions of their contractors, subcontractors and suppliers for any breach of the Rules and Regulations. Corrective action may be required at the owner's/contractor's expense.
14. Failure to comply with any of the requirements stated above may result in a \$25 fine for the first offense, a \$50 fine for the second offense and a \$75 for the third offense. Membership privileges may be suspended at the discretion of the BOT for repeated offenses. (Revised 10.26.20)

### ***C. Construction Approval Process***

1. Prior to submitting site plans and construction drawings for approval, the owner/builder must complete a Construction Plan Sign-Off Form.
2. The application package must contain the above form, three (3) sets of building plans, topographical site layouts, and conceptual and/or final landscape plans.
3. The AC&SC reserves the right to take up to fifteen (15) business days to review and act upon a submittal under these Rules and Regulations. (Revised 1-25-10)
4. The building site layout must show the topography elevation lines scaled to allow proper evaluation of the home site and building envelope. The survey must be certified and dated.
5. House plans must provide complete dimensional information and notes that adequately describe the planned structure and site plan.
6. The site plan must show septic fields, site drainage, parking and access driveways. Driveways and parking areas must be paved with asphalt cement or brick pavers. (Revised 9-07)
7. During construction, inspections by the AC&SC will be conducted to assure compliance with the approved plans and Rules and Regulations.

## BUILDING AND USE RESTRICTIONS RULES AND REGULATIONS

Deviations or revisions from the approved plans must be submitted in writing and have prior AC&SC approval. Violations of this rule will cause construction to be halted. Property Owner fines will be imposed for refusal to halt construction.

8. A Notice of Construction will be sent by the AC&SC to Property Owners located within 300 feet in all directions of the lot lines of the lot where construction is proposed. Construction plans will be available for review in the Security Office for a period of seven (7) days after the notice has been sent. Any comments for consideration must be submitted in writing to the AC&SC within three (3) days following the seven (7) day review period. (Revised 1-25-10)

### **D. Building Site**

1. A building site is defined as a parcel of land having a separate tax parcel number, a complete lot as originally platted, a site condominium unit, or a combination of platted lots, provided that any combination shall not contain less than twenty-two thousand six hundred (22,600) square feet. No building may be constructed except on a building site as herein defined. Combined lots must be approved by the West Traverse Township Board of Supervisors and the Birchwood Board of Trustees. Combined lots do not change the official plat. The lots will continue to be identified as separate entities. Membership dues and assessments will be levied accordingly.

2. Set back areas are forty (40) feet from front and rear lot lines and fifteen (15) feet from side lot lines. No buildings including decks, driveways, septic tanks or septic fields, shall encroach upon setback areas. Any request for variance to encroach upon the setback areas must be made in writing to the AC&SC. A variance must be approved by the AC&SC and must be affirmed by the Board of Trustees in order to be effective. (Revised 9-07; 1-25-10)

3. Setback measurements shall be measured from the nearest point of the structure to the property line, including decks, driveways, or other appurtenances. (Revised 10-29-03)

4. The site for multiple dwelling unit residences must be located in accordance with the zoning plan as approved by the West Traverse Township Board of Supervisors for the Birchwood Farms Planned Unit Development.

5. No multiple dwelling unit residences shall be erected within forty (40) feet of property lot line and no closer than forty (40) feet to the boundaries of the golf course. Buildings must be located at least (50) feet apart.

### **E. Site Development Before and After Construction**

1. All site development plans require approval by the AC&SC. This includes landscaping, TV (22" maximum) satellites, hot tubs, awnings, spas, decks, patios, sports apparatus, playground equipment and anything else that could affect the aesthetics of the community. Outdoor pools and tennis courts are not permitted.
2. Basketball hoops, permanently mounted basketball hoops require ACC approval. If approved they must be kept in good repair. Portable hoops must be stored out of sight in winter or when homeowners are not in residence. Special lighting for all recreational equipment is prohibited.
3. Hot tubs and spas, if approved, must be located inconspicuously and out of sight to adjacent Property Owners, golf course, common grounds and roads.
4. Playground equipment and sports apparatus, if approved, must be neutral in color and be appropriately landscaped to avoid their conspicuous presence from adjacent Property Owners, golf course, common grounds and roads.
5. A "green belt" reserve measuring forty (40) feet from the front lot line running between the side property lines must be staked out and all natural growth within the reserve protected during the construction period. Lot lines: forty (40) foot and fifteen (15) foot setbacks must be staked out and lined with string.
6. No living trees may be cut, removed or trimmed prior to an "on-site" inspection by the AC&SC. All trees selected for removal must be tagged with Birchwood red ribbon for removal and Birchwood blue ribbon for trimming. Topping of trees is not permitted. (Revised 10-29-03)
7. Excavation or grading work that could damage adjacent property due to erosion of the soil must be avoided. Natural drainage of surface water runoff must be maintained. If necessary, retaining walls and terracing must be provided to prevent damage.
8. Before any site development, a driveway apron must be constructed at the entrance to the site for use by construction vehicles. The apron must be fifteen (15) feet wide and extend back from the roadway for a distance of twenty-five (25) feet. The apron shall be constructed of compacted gravel and Afton stone to a depth of six (6) inches and rise one inch above the roadway surface. (Revised 10-29-03)
9. The AC&SC will inspect the roadway, road shoulder and drainage ditches to establish a baseline condition prior to construction start. Subsequent damage to these areas caused by construction activity must be repaired by the owner/builder at his/her expense. The Construction Escrow will be withheld until such repair has been completed to the satisfaction of the AC&SC.



## BUILDINGS AND USE RESTRICTIONS RULES AND REGULATIONS

### F. House Specifications

1. Single family and multiple dwelling one-story residences must contain a minimum of nineteen hundred (1,900) square feet of living space. One and one-half (1 ½) and two (2) story single family and multiple dwelling residences must contain a minimum of twenty-two hundred (2,200) square feet of combined living space. Basements, wholly or partly below ground level walkouts, porches, decks and garages, are excluded from square foot calculations. (Revised 5-18-2009).
2. No multiple dwelling buildings may contain more than four (4) units. (Revised 1-25-21)
3. A minimum two-car enclosed garage is required for each single family and multiple dwelling residences. Carports are prohibited.
4. Single family and multiple dwelling residences shall be restricted to two stories in height. Any part of the structure partially or completely below finished grade will not be considered in the above ground restriction. All structures shall not exceed thirty-five (35) feet in height measured from finished grade.
5. Building exteriors, including trim, must be natural wood or alternate materials approved by the AC&SC Materials to be approved must be submitted to the AC&SC prior to construction with their specifications, local site application and reason for the deviation. (Revised 9-07; 1-25-10)
6. Window frames, casings, sills and lintels must be manufactured from wood or alternate products. Weather resistant cladding over the wood is permitted. Alternate materials other than wood for garage doors, decks, deck railings, entrance doors and vents must be stated on the drawings and are subject to AC&SC approval. Requests for the use of alternate materials other than wood for decks and deck railings, must be submitted in writing and include the name of the product, specifications, color and samples. (Revised 10-29-03; 1-25-10)
7. Natural or cultured stone or brick may be approved for chimney facings, trim and exposed foundation. Exposed foundations cannot exceed eighteen (18) inches from finished grade level.
8. Cedar shake, asphalt shingles or other materials approved by the AC&SC must be used for roof covering. (Revised 9-07)
9. The roof pitch must be at least 6/12 unless a variance is requested by the homeowner and approved by the AC& SC. Ceiling height, except for basements, must be a minimum of eight (8) feet.
10. Exterior color selections for new and existing homes for wood stains, paint and asphalt shingles, must be approved by the AC&SC . A minimum 6"x12" sample board stained with the siding and trim colors must be submitted for approval.
11. Chimney flue ducts must not project more than two (2) feet above the chimney enclosure. A spark- arresting screen must cap the flue. (Revised 9-07)
12. A minimum three-quarter (¾) inch diameter water line, insulated from the point of tap-in to the home, is required. An inside pressure regulator must be installed in the water service line next to the main shutoff valve. Birchwood Farms Maintenance Staff is to be contacted for the actual connection to our water main. (Revised 9-07)
13. Utility service lines and cable service must be installed underground. (Revised 9-07)
14. Use of propane, external wood burning boilers or oil-fired furnaces in new construction within Birchwood Farms is prohibited. Any geothermal heating system must have AC&SC approval and cannot be connected to the Birchwood Farms Golf & Country Club water system. (Revised 9-07)
15. Air conditioning units must be located in an approved unobtrusive area and landscaped, if necessary. (Revised 10-29-03)
16. A year-round "dusk to dawn" automatic light shall be installed at the entrance to the property. The light design and materials shall be approved by the AC&SC The light shall be direct wired, controlled by an electric eye, and must operate twenty-four (24) hours per day, three hundred sixty-five (365) days per year. The light should be placed within the front property line approximately six (6) feet from the driveway. House numbers should be three (3) inches or larger in height and should be visible in two directions at the road for quick and easy identification in case of a 911 emergency.
17. Seasonal holiday outdoor decorations must be removed within one (1) month following the holiday.
18. Failure to comply with any of the requirements stated above may result in a \$25 fine for the first offense, \$50 fine for the second offense and a \$75 fine for the third offense. Membership privileges may be suspended at the discretion of the BOT for repeated offenses. (Revised 10.26.20)

## BUILDINGS AND USE RESTRICTIONS RULES AND REGULATIONS

### **G. Landscaping – Undeveloped Homesites, New and Existing Homes (Revised 2-24-20)**

1. A landscape plan must be submitted with the building plans.
2. A detailed new or re-landscape plan must be submitted for existing homes. Shrubs, plants and flowers surrounding within ten (10) feet of the house are permitted without approval.
3. Lawns for open lots must be approved.
4. Wood chips and shredded bark may be used for ground cover.
5. Undeveloped homesites shall be maintained by the owner so they are prevented from becoming unsightly which adversely affects overall aesthetics within Birchwood. Any tree that endangers adjacent homes or property must be removed by the Property Owner. In the event an owner fails to maintain the homesite and improvements thereon in a manner satisfactory to the AC&SC, the Association shall have the right through its agents or employees, to enter the property and clean, repair, maintain and restore the homesite. The Association shall bill corrective costs and/or fines to the owner. (Revised 10-29-03 & 2-24-20)
6. No tree over 4" in diameter shall be trimmed or removed outside of fifteen (15) feet from the house without AC&SC approval. Any tree trimming or removal within fifteen (15) feet of the house is permitted after notification has been given by the AC&SC
7. The POA Board of Trustees shall have the authority to impose a fine of \$100 per tree removed/trimmed in violation of any restriction in these Rules and Regulations. In such a case, the POA Board shall have the authority to deny access to Birchwood for a period of one year from the date of the violation to any tree service that removed/trimmed the trees in violation of this Rule. (Revised 1-25-10)
8. Lawn irrigating systems are permitted, but operation is subject to P.O.A. water policies.
9. Fencing of any kind must be approved by the AC&SC. Unauthorized fencing will subject the offending Property Owner to the cost of removal and repair of landscape.
10. To maintain the natural environment of the development, a protected reserve, designated as the "green belt" is created for each homesite measuring forty (40) feet from the front lot line and extending across the width of the lot and/or fronting on all roads. Unless a request for a lawn or other landscaping is submitted for AC&SC approval, the Property Owner is responsible to assure this area remains in its natural state. The green belt shall be maintained by the owner and prevented from becoming unsightly as determined by the AC&SC.

Should this area be damaged, repairs must be made under the guidance of the AC&SC at the owner's expense. Penalties and/or fines will be imposed for violations of any of the preceding requirements. (Revised 2-24-20)

### **ARTICLE II**

#### **A. Use Restrictions – Rules & Regulations**

1. No lot shall be used except for single family residential purposes. Each lot is restricted to one building site.
2. No business, trade or enterprise, including garage, moving sales or estate sales, are permitted. (Revised 10.26.20)
3. The residence may be rented at the owners' discretion in accordance with the P.O.A. rules in force at the time of completing a rental agreement. Contact the General Manager/COO for requirements. Renters are subject to the same Rules and Regulations as Property Owners. Violations by renters will result in fines to be paid for by the renter or Property Owner. See Appendix "A".
4. Trucks, trailers, campers, boats, snowmobiles, personal watercraft and motor homes must be housed in garages or off site overnight. Upon request, the General Manager/COO is authorized to issue a permit for driveway parking not to exceed seven (7) consecutive nights. Violations of these parking rules will result in a \$25 fine for each day of violation. All automobiles not garaged must be operable, properly licensed and insured. (Revised 9-07; 1.25.10)
5. Fixed wing aircraft, helicopters or hot air balloons are prohibited from landing or taking off from Birchwood Property.
6. Operation of snowmobiles, all terrain and other powered vehicles not licensed for public highway use is prohibited.
7. Domestic animals, except service animals as defined by applicable state regulations accompanying members and guests, are not permitted in the Clubhouse or decks, racquet sports courts, golf practice facilities, cart barn area, Three- Way House eating area and pool area. (Revised 05- 2019) No household shall be allowed to keep pets in unreasonable numbers. Households desiring to keep more than two dogs and/or cats must obtain permission from the AC&SC. Pets must be under the control of owners at all times, leashed, beyond member's homesite or living unit and are not permitted to become a nuisance to neighbors and the community at large. (Revised 10.26.20)

# BUILDINGS AND USE RESTRICTIONS RULES AND REGULATIONS

8. Horseback riding is not permitted on Birchwood property.
9. No recreational activity other than bank fishing is allowed on Birchwood ponds
10. Fishing rights in the pond are reserved for the enjoyment of members only and their accompanied guests
11. Ice fishing sheds, boats, rafts and docks are prohibited on the ponds.
12. Sign display in Birchwood is restricted according to the following table:

Signs permitted	Sign Type	Limitations
	Residential identification signs	AC&SC approval –not to exceed 1 ½ sq ft in area
	Developer “Model Open”	AC&SC Approval: the size, design, colors and proposed location must be submitted before posting
	“Open House”	Signs may be placed, then removed, on day of open house
	Seasonal signs warning of danger	AC&SC approval – max size, 1 sq ft. in area
	Security Signs	AC&SC approval: max size 8”x8” located within 20’ of front door
	Legal notices & signs required by statute	Must conform to the statute
Signs Prohibited	All others	

(Revised 1-25-10; 3-25-19)

13. Privately owned golf carts are not permitted.
14. Outdoor antennas are allowed providing they are of the dish type and not to exceed twenty-two (22) inches in diameter. The antenna location on the house must be approved by the AC&SC prior to installation.
15. Vehicle parking on roadway shoulders is prohibited except adjacent to the roadway between ponds while fishing. Parking next to ponds is prohibited. Overnight parking on roadways is not permitted.
16. POA Members may not display a “For Sale” sign in or on a vehicle or object within Birchwood Farms Golf & Country Club. (Revised 9-07)
17. Failure to comply with any of the requirements stated above may result in a \$25 fine for the first offense, a \$50 fine for the second offense and a \$75 fine for the third offense. Membership privileges may be suspended at the discretion of the BOT of repeated offenses. (Revised 10.26.20)

## ***B. Maintenance***

1. Homesites (Developed & Undeveloped). Owners shall maintain homes and improvements thereon in a neat and attractive manner. Developed and undeveloped homesites shall be prevented from becoming unsightly which adversely affects the overall aesthetics within Birchwood. No garbage, refuse or cutting shall be deposited or left on the premises. Open fires are prohibited. The AC&SC must approve any request for a non-portable fire pit or similar outdoor structure. Dead and/or fallen trees must be removed. Partially felled trees or trees creating a hazard (determined by the AC&SC) must be felled and removed. In the event an owner fails to maintain the homesite and improvements thereon in a manner satisfactory to the AC&SC, the Association shall have the right through its agents or employees, to enter the property and clean, repair, maintain and restore the homesite and the building exteriors or other improvements. The Association shall bill corrective costs and/or fines to the owner. ( Revised 9-07; 1-25-10; 2-24-20)
2. In the event an owner, after due notice, fails to maintain the premises and improvements thereon in a manner satisfactory to the Association, the Association shall have the right, through its agents or employees, to enter the property and clean, repair, maintain or restore the site, the building exteriors or other improvements. Corrective costs and/or fines will be billed to the owner. Such fines and/or billings shall constitute a lien upon the property until paid.
3. Homeowners with “grandfathered” gravel driveways must keep them in good repair. They must have a layer of stone thick enough so that no subsoil is visible. They shall be graded, level, with adequate drainage, have defined edges and be free of vegetation.

## **ARTICLE III**

### ***I. Introduction***

- (a) The Association adopts a Cross Connection Control Program as outlines herein for the protection of the Birchwood Farms Type 1 Public Water Supply
- (b) This will be a community wide program administered by the Association to inspect the water system in all homes in Birchwood on a five (5) year rotating basis and to maintain all records and reporting submittals to the State of Michigan
- (c) Properly certified plumbing inspectors, as more completely defined below, will be engaged to assure that the inspections will be conducted in compliance with the law, and with the lowest overall cost and inconvenience to the homeowners.
- (d) The cost of inspections and any modifications or repairs to piping or control devices will be at the

# BUILDINGS AND USE RESTRICTIONS RULES AND REGULATIONS

## ***I. Authority and Governing Rules & Regulations***

Birchwood Farms Golf and Country Club hereby officially adopts and incorporates by reference, the State of Michigan Cross Connection Control Rules in accordance with the requirements set forth by the Department of Environmental Quality (MDEQ) and the Michigan Safe Drinking Water Act 1976 PA 399, as amended, and the Administrative Rules promulgated hereunder (Act 399) and by reference the Water Supply Cross Connection Rules of the Michigan Department of Environmental Quality being R325.11401 to R325.11407 of the Michigan Administrative Code and as set forth in Section 1 through 7 of the Cross Connection Control Guide Lines for protection of public water supply systems, and further set forth here in the Birchwood Farms Golf and Country Club Cross Connection Control Program.

"Cross Connection" is defined as a connection or arrangement of piping or appurtenances through which a backflow could occur. The Cross Connection Control Program will take effect immediately upon approval of the MDEQ.

### **1. Inspection**

Inspections of all cross connections shall be performed by a trained backflow inspection person who shall be a licensed plumber. Individuals who perform the inspections shall be certified to conduct such inspections by the State of Michigan by virtue of having obtained the necessary training through available manuals on cross connection prevention, including the Cross Connection Rules Manual as published by the MDEQ and attendance at any cross connection training sessions sponsored by the MDEQ or other recognized agencies.

### **2. Schedule**

The schedule for inspections shall be in accordance with the following general outline:

- a. Known or suspected secondary water supply cross connections shall be inspected first.
- b. Known or suspected submerged inlet cross connections will be inspected next.

In general, emphasis will be placed on making inspections initially where cross connections are known to exist.

### **3. Schedule of Reinspection**

In order to assure against the hazards of cross connections, it will be necessary to periodically and systematically reinspect all residential water customer systems in Birchwood for the presence of cross connections. The schedule for reinspection shall be on a rotating basis every five (5) years. Whenever it is suspected or known that modifications have taken place with piping systems serving a particular customer, reinspection of the premises will be made at that time and then every five (5) years thereafter.

### **4. Protective Methods**

The methods used to protect against cross connections as outlined in the Cross Connections Rules Manual will be incorporated into the Birchwood Cross Connection Control Program. Whenever any deviation from the recommended method of protection is contemplated, approval from the MDEQ shall be obtained.

### **5. Compliance Time**

The time allowed for correction or elimination of any cross connection shall be as follows

1. Cross connections which pose an imminent and extreme hazard shall be disconnected immediately and so maintained until necessary protective devices are installed or modifications are made.
2. Cross connections which do not pose an extreme hazard to the system, but never the less constitute a hazard should be corrected in a reasonable period of time. The length of time allowed for correction should be reasonable and may vary depending on the type of device necessary for protection. Anyone who has an irrigation system or boiler which is connected to the water system has a potential cross connection.

### **6. Testing**

All testable devices shall be tested upon installation and at an interval to be determined by Birchwood in accordance with the Cross Connection Rules Manual. A copy of the test results shall be submitted to Birchwood Farms Golf & Country Club Water Department. (1-25-10)

# BUILDINGS AND USE RESTRICTIONS RULES AND REGULATIONS

## APPENDIX A

### BIRCHWOOD FARMS GOLF & COUNTRY CLUB PROPERTY OWNERS ASSOCIATION

#### *Due Process for Non-Compliance With Rules & Regulations*

In the event of a violation of the P.O.A. Rules and Regulations, the following procedures shall be applied:

1. In a case determined by the AC&SC to involve potential irreparable harm to Birchwood, or where there has been a violation of these Rules or the Construction Rules that must be corrected immediately, as determined by the AC&SC, the AC&SC may proceed to immediately halt work on any such project, and the POA Board of Trustees may immediately seek equitable and legal relief to enjoin such activity, or seek damages.
2. In cases where the AC&SC determines that there has been a violation of the Rules and Regulations that can be cured by the Property Owner, and, in the AC&SC's determination, is not of such significance as described in Paragraph 1 above, the AC&SC shall give written notice to the owner of such violation (the "Notice of Violation") mailed by U.S. Certified Mail. If the builder or person performing the work is known, a copy of the Notice sent to the Owner may also be directed to that entity.
3. In a case described in Paragraph 2 above, the Notice of Violation shall specify the nature of the violation. The owner shall have seven (7) days after the Notice to correct the violation, unless a longer period of time is specified by the AC&SC in its Notice of Violation. Within the time frame for correcting the violation, the owner may submit a written request to the AC&SC for a hearing. If timely requested, the AC&SC shall conduct a hearing of the matter, and the AC&SC and the owner may present arguments and facts to the AC&SC. If, after the hearing the AC&SC still finds the owner in violation, the seven (7) days shall commence from the day of the AC&SC's decision.
4. Should the owner fail to correct the violation within the seven (7) day period, the POA Board of

Trustees will issue a Notice of Non-Compliance against the lot on which the violation exists.

5. When the Notice of Non-Compliance has been issued, or when the AC&SC determines to proceed under Paragraph 1 above, the POA Board of Trustees may immediately suspend the owner's Club privileges, seek injunctive and other equitable and legal relief, and assess the owner a fine of \$100 per day until the violation has been corrected.

## APPENDIX B

1. "P.O.A." or "Association" shall mean the Birchwood Property Owners Association.
2. "Birchwood" shall mean Birchwood Farms Golf & Country Club Property Owners Association.
3. "Board" shall mean the Birchwood Board of Trustees.
4. "AC & SC" shall mean the Birchwood Architectural Control & Security Committee.
5. "Owner" or "Property Owner" shall mean the owner(s) (fee simple title of land or land contract vendee) of any Birchwood homesite, or in the case of condominiums, the Condominium Association.
6. "P.U.D." shall mean Planned Unit Development.
7. "Contractor" shall mean an agent, company or person hired for new construction, remodeling, etc.

# BUILDINGS AND USE RESTRICTIONS RULES AND REGULATIONS

## **BIRCHWOOD FARMS GOLF & COUNTRY CLUB**

### NEW HOME CONSTRUCTION INFORMATION

To assist Property Owners contemplating construction of a new home, the following documents specify design and construction requirements, which must be rigidly adhered to:

- Construction Plan Checklist Sign-Off Form
- Construction Plan Property Owner/Contractor Sign-Off Form
- Builder/Contractor Compliance Agreement
- Tree Service Request Form

To avoid any misunderstanding or misinterpretation of these documents, Property Owners must review the foregoing documents with their contractor to establish the mutual areas of responsibility to assure compliance. It is the ultimate responsibility of the Property Owner for the actions of their contractors, sub-contractors and suppliers regarding any breach of the Rules and Regulations. The Architectural Control Committee (AC&SC) will halt work on a project if a violation of any rule or regulation occurs.

Prior to the beginning of any construction, a Security/Escrow Fee in the amount of eight thousand dollars (\$8,000) shall be made payable to the Property Owners Association (P.O.A.).

Four thousand dollars (\$4,000) of this amount is non-refundable and is required for:

- Water Tap-in Fee of three thousand dollars(\$3,000)
- One thousand dollars (\$1,000) for ongoing inspections and final inspections. (Revised 9-07)

Four thousand dollars (\$4,000) is refundable after completion of construction, final inspection and issuance of the Certificate of Occupancy. However, the cost of repairing damage caused by the Property Owner or by any of his or her contractors to the common grounds, roadways and costs associated with violations of the Building & Use Restrictions Rules & Regulations shall be deducted from this amount. Any P.O.A. costs exceeding four thousand dollars (\$4,000) shall be billed to the Property Owner.

As of January 1, 2003, all new home Property Owners must deliver to the AC&SC, three sets of their final site plan and detailed building plans for review and comments. Once approved and signed by the AC&SC, two sets of plans will be returned to the Property Owner and one set will be kept in the AC&SC files. The AC&SC evaluates site and detailed building plans only for the compliance to Birchwood Farms Golf and Country Club Rules and Regulations. It is the homeowner, architect and/or home designer, and builder's responsibility to make sure the building conforms to all federal, state and local building ordinances, code and structural integrity. (Revised 9-07)

### HOME RENOVATION INFORMATION (Exterior Alteration Only)

Plans and drawings of exterior alterations must be submitted to the AC&SC for approval. After review of such plans and drawings, the AC&SC shall determine whether a Security/Escrow Fee of one thousand dollars (\$1,000) from the owner shall be due after plans have been reviewed by the AC&SC. A determination on whether a Security/Escrow Fee is deemed necessary will be communicated at the time of approval. The Security/Escrow Fee if needed must be paid before the project begins.

The following work may require a Security/Escrow Fee but not limited to:

- Re-Shingling
- Painting
- Deck Repair
- Landscaping
- Siding

The AC&SC reserves the right to charge a Security/Escrow Fee on any and all exterior projects. (Revised 1-25-10)

**Birchwood Farms Golf & Country Club  
Property Owners Association  
Architectural Control Committee**

# BUILDINGS AND USE RESTRICTIONS RULES AND REGULATIONS

## BIRCHWOOD FARMS GOLF & COUNTRY CLUB

### Building & Use Restrictions Rules & Regulations Checklist

#### CONSTRUCTION PLAN CHECKLIST SIGN-OFF FORM

(Form revised on 4-26-10)

1. Owner: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

Address: \_\_\_\_\_

2. Contractor: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

Address: \_\_\_\_\_

3. Lot # \_\_\_\_\_ Street Address: \_\_\_\_\_

The following items (where applicable) MUST appear on the home and site plans:

Elevations and Floor Plans: Scale ¼ in. = 1 ft. min.

Topographical Map: Scale 1 in. = 30 ft. min.

Landscape Plan: Example - Trees, Shrubs, Lawn, Irrigation

Air Conditioner Location (if applicable)

Actual Measurement Required

- Dwelling:
  - Square Footage \_\_\_\_\_
  - Height (35 ft. max.) \_\_\_\_\_
  - Foundation (type) \_\_\_\_\_
  - Garage (2 car min.) \_\_\_\_\_
  - Foundation Exposure \_\_\_\_\_
- Exterior Materials:
  - Roof Shingles: Asphalt or Cedar Shakes
  - Make & Color \_\_\_\_\_
  - Siding:
    - Cedar or Redwood: \_\_\_\_\_
  - Accent Stone:
    - Brand & Color: \_\_\_\_\_
- Exterior Stains Brand & Colors:
  - Siding: \_\_\_\_\_
  - Trim: \_\_\_\_\_
  - Entrance Doors: \_\_\_\_\_
  - Garage Doors: \_\_\_\_\_
  - Window Frames: Clad Color or Stain Color: \_\_\_\_\_
- Water Lines:
  - Material: \_\_\_\_\_
  - Insulation: \_\_\_\_\_
  - Pressure Regulator Valve: \_\_\_\_\_
  - Testable Backflow Preventer
- Irrigation System/Boiler: \_\_\_\_\_
- Setback Requirements:
  - Front Road Lot Line: 40 ft. \_\_\_\_\_
  - Rear Lot Line: 40 ft. \_\_\_\_\_
  - Side Lot Lines: 15 ft. \_\_\_\_\_
- Driveway & Parking Areas:
  - Culvert: \_\_\_\_\_
  - Asphalt: \_\_\_\_\_
  - Concrete: \_\_\_\_\_
  - Brick Paved: \_\_\_\_\_
  - Drainage Control Plan: \_\_\_\_\_
- Dusk to Dawn Yard Light:
  - Design: \_\_\_\_\_
  - Location: \_\_\_\_\_
  - House Numbers on Yard Light (3 in. min.): \_\_\_\_\_
- Civil Engineer Site Survey: \_\_\_\_\_
- Health Department Septic Permit: \_\_\_\_\_  
Scaled Diagram of Septic Field Location: \_\_\_\_\_
- Security/Escrow Fee:
  - Amount & Date Received: \_\_\_\_\_
  - Amount & Date Received: \_\_\_\_\_

Reviewed & Approved by the Architectural Control & Security Committee

\_\_\_\_\_  
Owner's Acknowledgement Date

\_\_\_\_\_  
Signed Date

\_\_\_\_\_  
Contractor's Acknowledgement Date

**BIRCHWOOD FARMS GOLF & COUNTRY CLUB  
PROPERTY OWNERS ASSOCIATION**

CONSTRUCTION PLAN PROPERTY OWNER/CONTRACTOR SIGN-OFF FORM

1. Owner: \_\_\_\_\_ Telephone: (    ) \_\_\_\_\_  
Address: \_\_\_\_\_
2. Contractor: \_\_\_\_\_ Telephone: (    ) \_\_\_\_\_  
Address: \_\_\_\_\_
3. Lot # \_\_\_\_\_ Street Address: \_\_\_\_\_

The undersigned hereby acknowledges that they have received, read and understand the Building and Use Restrictions and Regulations and agree to comply with all of the requirements set forth herein.

Acknowledged and agreed to on this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

By: \_\_\_\_\_  
Property Owner

By: \_\_\_\_\_  
Contractor

(Both Property Owner and Contractor to Sign)

The original signed copy of the Acknowledgement must be filed in the Association's office prior to beginning construction on home sites.



**BIRCHWOOD FARMS GOLF & COUNTRY CLUB  
PROPERTY OWNERS ASSOCIATION**

BUILDER/CONTRACTOR COMPLIANCE AGREEMENT

The following extracts and highlights from the Rules & Regulations are provided to remind and assist you during the construction process. This list is not all-inclusive, all rules and regulations must be adhered to unless prior written approval is received from the AC&SC

- Liability insurance coverage must be acquired for all employees.
- All permits must be posted on a freestanding permit board before **any** work begins.
- Before any site development, a driveway apron must be constructed at the entrance to the site for use by construction vehicles. The apron must be fifteen (15) feet wide and extend back from the roadway for a distance of twenty-five (25) feet. The apron shall be constructed of compacted gravel and Afton stone to a depth of six (6) inches and rise one (1) inch above the roadway surface. (Revised 10-29-03)
- Before **any** tree cutting or trimming the builder/contractor must obtain a **Birchwood Tree Service Request Form**. Trees must be marked with supplied **Birchwood red and blue ribbons** and must be approved before proceeding with cutting and trimming.
- Cut trees, branches, brush and stumps for the driveway, house footprint and septic field must be removed. (Exceptions: Cut and stacked fireplace wood and chip groundcover.)
- No vehicles, sheds, tools, dumpsters, toilets, equipment or materials may be stored in the "green belt". The "green belt" is forty (40) feet deep measured from roadside lot line and extends the entire width of the lot.
- On-site Temporary toilet facilities must be provided until an inside toilet is available.
- Construction site must be kept clean of debris at all times. A dumpster must be provided for disposal of building materials.
- Work may not begin before 7:00 a.m. and must cease by 6:00 p.m. No work is allowed on Sundays, New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving or Christmas.
- Excessive noise such as unnecessary yelling and loud radios is prohibited.
- Advertising signs of any kind are not allowed.
- No burning of any kind.

Failure to comply with the preceding rules and all others stated in the Building & Use Restrictions Rules and Regulations will result in stoppage of work and possible prohibition of building future homes in Birchwood.

Acknowledged and agreed to on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By Builder/Contractor: \_\_\_\_\_

Witnessed by: \_\_\_\_\_ AC&SC or Birchwood Management

cc: Chief Birchwood Security/AC&SC  
General Manager/COO

**BIRCHWOOD FARMS GOLF & COUNTRY CLUB  
PROPERTY OWNERS ASSOCIATION**

**TREE REMOVAL/TRIMMING AUTHORIZATION FORM**

Property Number: \_\_\_\_\_ Location: \_\_\_\_\_

Property Owner Name: \_\_\_\_\_

Tree Service Contractor Company: \_\_\_\_\_

Contractor's Representative: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Contract Date: \_\_\_\_\_ Birchwood Person Contacted: \_\_\_\_\_

Ribbon Provided By: \_\_\_\_\_ On (Date): \_\_\_\_\_

\*\*\*\*\*

**PRE-INSPECTION REVIEW**

Inspection Performed by AC&SC Committee Members: \_\_\_\_\_

Date Inspected: \_\_\_\_\_

Estimated Date(s) Of Tree Work: \_\_\_\_\_

Number of Trees to Be Removed: \_\_\_\_\_

Work to be Completed By (approval valid for 12 months): \_\_\_\_\_

Survey Required: Yes or No \_\_\_\_\_

AC&SC Approval To Proceed By: \_\_\_\_\_

Member Signature: \_\_\_\_\_

\*\*\*\*\*

**COMPLETION REVIEW**

AC&SC Inspection After Work was Completed by: \_\_\_\_\_

Date Inspected: \_\_\_\_\_

Number Of Trees Removed: \_\_\_\_\_

AC&SC Completion Approval by: \_\_\_\_\_