

**RULES AND REGULATIONS OF THE HURON DUNES ASSOCIATION  
HUME TOWNSHIP, HURON COUNTY, MICHIGAN**

ARTICLE I  
DEFINITIONS

**Association** shall mean the Huron Dunes Association. (1983)

**Owner** shall mean the person or persons holding a legal or equitable interest in any real property/homesite within the Huron Dunes Subdivision, whether such holding be in fee simple title or as a land contract vendee. (1983)

**Board** shall mean the Board of Trustees of the Association. (1983)

**Common Areas** shall mean the areas designed as private parks and easements on the subdivision plat recorded with the Huron County Register of Deeds.(1983)

**Roads** shall mean both the platted and unplatted areas used for vehicular travel as of January 1, 1983. (1983)

**Members** shall mean those persons who the Board of Trustees recognizes as members of the Association according to Article I of the By-Laws. (1983)

**Non-Members** shall mean all persons whom the Board of Trustees does not recognize as a member. (1983)

**Water Service** shall mean the fresh water supply made available to every homesite within the Huron Dunes Subdivision through the water wells and pipeline provided and maintained by the Association. (1983)

ARTICLE II  
GENERAL RULES

A) Each lot may be used for residential purposes only by a single family and its guests. No business, trade or enterprise of any kind shall be conducted upon any lot in the Association. (1983)

B) The private parks shown on the recorded plat of the Huron Dunes Subdivision, found in the records of the Huron County Register of Deeds, shall be utilized solely for recreational and community purposes of the owners, their families and guests. No structure shall be erected upon the private park lands, except as directed by the Board of Trustees. (1983)

C) Approval by the Board is required for the construction of any building within the boundaries of the subdivision. No building other than a single family dwelling house and other appurtenant buildings including garages for private, non-commercial use, shall be constructed and maintained on the premises. Approval by the Board is also required for the exterior alteration of any building. The construction or alteration of any fence, hedge, or wall must be approved by the Board. (1983)

D) Deleted (2024)

E) Temporary structures, trailers, campers, tents or structures of a similar nature are prohibited. (1983)

F) No domestic animals of any kind shall be raised, kept, or permitted upon the premises other than dogs, cats and birds which are not kept for commercial purposes or in unreasonable numbers. Animals shall not be permitted to roam at large and must be under the control of the owner at all times to avoid the pets becoming a nuisance. (1983)

G) A copy of both the Articles of the Association and these Rules shall be delivered to each new member of the Association by the Secretary-Treasurer in any manner he deems prudent. (1983)

H) Moved to Article III (2024)

### ARTICLE III BOAT RACKS / HOIST

*The Boat Rack / Hoist Rules & Regulations were originally added as Rule H by action of the Association Directors on May 13, 1989 and Amended on September 5, 2010. Because of their size they have been moved to their own Article.*

In order to establish procedures in the use of, storage, and placement of boat rack on Association common grounds which includes designated and platted park areas, roads, and beach areas, the following Rules and Regulation are to govern:

- A) The position of Harbormaster has been established and appointed by the President to coordinate boat rack placement and storage as defined by this rule. *Amended as of September 5, 2010:* The Harbormaster position/responsibilities is replaced by a Harbormaster Board (HMB); comprised of, Chairperson and 2 at large members (appointed by the Association Board). The Board is charged with ensuring all Association Members have reasonable use of Association Parklands/Beach.
- B) Pre-season painting of boat racks: Painting to be completed so as to be well dried prior to the volunteers moving them into the water on the Memorial Day weekend. Wet paint racks will not be moved for obvious reasons.
- C) Placement and Removal Annual schedule:  
PLACEMENT: Saturday, Memorial Day weekend, 1:00 P.M.  
REMOVAL: Monday, Labor Day weekend, 1:00 P.M.
- D) Placement Procedure: Owner must have a representative on the beach to direct volunteer crew. No rack will be placed into or removed from the water without the Owner or his designated representative in attendance.
- E) Removal Procedure: Volunteer crew will remove all racks which have no boat on them and have been reasonably dug out from drifting sand. If a particular rack is not to be removed, the owner must so indicate this fact to the Harbormaster.

- F) Volunteer Crew: The boatrack crew consists of volunteer Association members and family who graciously contribute their time and effort to this helpful and very necessary cause. Please lend a hand if able or send a representative from your household; especially those into the boating activity. The more help, the better. Cooperation is needed in this community effort.
- G) Used or racks in disrepair are not to be stored on the beach or in the water during the Summer season. Racks in violation of this rule will be removed at the discretion of the Harbormaster within a time period as determined by the General Membership.
- H) For safety and aesthetic reasons, placement position of the racks in the water and on the beach is to be at the discretion of the Harbormaster.

ARTICLE IV  
RENTAL POLICY

A) A member may rent his / her Huron Dunes house / dwelling only with prior written permission of the Association Board of Directors ("Board"). (2024)

B) Application to rent shall be made on a form provided by the Board and available on the Association website or from a Board member. The form shall request such information as the Rental Committee determines is reasonable and necessary to implement this policy. (2024)

C) Application and requests for rental approval must be made in sufficient time for the Rental Committee to adequately consider the request. In no event shall the Rental Committee be obligated to approve an application in less than 72 hours from the time a completed application is submitted together with all supporting documentation required of the member. (2024)

D) During a rental period, a member must provide the Association with their contact information so that, if necessary, the member can be reached at any time to address problems that arise with their tenant(s) or their tenants' guests. (2024)

E) A member is responsible for the actions / damages of his /her tenants(s) or their tenants' guests. How well a member manages his / her tenants will be a factor taken into consideration when reviewing future rental requests. (2024)

F) A member must demonstrate that they carry at least \$50,000 liability insurance that can be used to reimburse the Association for any damages caused by their tenant(s) or their tenants' guests. (2024)

G) A single Huron Dunes property rental period shall be for not less than one (1) week (7 days). (2024)

H) A Huron Dunes property can be rented only three (3) times in a calendar year, such that the total number of rental days per calendar year shall not exceed twenty-one (21). (2024)

I) Each rental must be made by lease a copy of which shall be submitted to the Rental Committee at the time of application. The form of the lease is at the member's discretion. However, the lease should contain terms similar to those found in the Sample lease addendum at the end of this Article. (2024)

J) During a rental period, occupancy of a dwelling shall be limited to two (2) persons per bedroom, plus two additional occupants. (2024)

K) All rentals are to be exclusively within the member's dwelling unit and not in a recreational vehicle, camper, tent or accessory structure. (2024)

L) During a rental period a property must have no more than four (4) total vehicles / watercraft / trailers parked there at one time. (2024)

M) All parking during a rental period shall be on site on the member's property or in the garage. (2024)

N) Failure of a member to comply with this Rental Policy may result in the Board denying the member future approvals to rent their subdivision property and / or a fine. The amount of the fine will be determined by the Board taking into consideration the severity of the infraction, but in no event shall it exceed \$300. A fine that remains unpaid will be added to and become part of a member's annual dues assessment. (2024)

O) It is recognized that at the time this policy is adopted, members and/or their tenants may have already made arrangements for reservations for the 2024 season. Therefore, this policy will not become effective until January 1, 2025. (2024)

### SAMPLE

*The following sample addendum contains terms that the Board believes need to be included in any rental lease to protect the Association and other members. Where there are blanks the information to be filled in is governed by the policy set forth above. Use of the same wording is not necessary unless a member chooses to use it. However, the general intent of the terms needs to be include in a rental lease. (2024)*

### ADDENDUM

to a Lease between \_\_\_\_\_ and \_\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

The following further terms shall apply to the above referenced lease ("Lease")

AA) The premises shall be used for Residential purposes only.

BB) No more than \_\_\_\_\_ persons shall occupy the leased property during the term of the Lease.

CC) The rental is exclusively for the dwelling unit on the leased property and does not include occupancy in any recreational vehicle, camper, tent or accessory structure.

DD) No overnight guests in excess of the allowable occupancy are permitted.

EE) No more than four (4) total vehicles / watercraft / trailers may be parked on the leased property at one time.

FF) All parking during a rental period shall be on site on leased property or in the garage.

GG) Lessee shall respect the quiet enjoyment of the subdivision by their neighbors and may not act in any way that would interfere with that enjoyment or would create a disturbance.

HH) Pets shall always be secured on the leased property or on a leash. Dogs shall not be allowed to whine, bark, yelp or howl.

II) No person shall start or maintain a fire except within approved devices or locations designated by Lessor. Fires shall not be left unattended except after being fully extinguished.

JJ) This Lease adopts by reference in its entirety Article IV, Rental Policy, found in the Huron Dunes Association Rules & Regulations.

ARTICLE V  
WATER SYSTEM

A) No unauthorized member shall operate the Huron Dunes Water System ("System"). The system includes, but is not limited to, the wells, pumps, generator, buildings, pipelines and curb stops. For clarity, operation includes using the System curb stop to turn water on or off to a subdivision property. Only the Board can authorize an individual to operate the System.

B) The System Operator appointed by the Board shall have day-to-day responsibility for operating and managing the System. If a member has some water system issue they should contact a Board member. If their need is a simple water turn on /off they should contact the System Operator directly whose name and contact information will be provided to the membership from time to time. The Board will have an arrangement with the System Operator to provide timely turn on / off within 48 hours of a request.

C) The first violation of the operating procedures in Paragraphs A & B shall result in a written warning.

D) A continuing violation of Paragraphs A & B shall result in a fine to the member. The amount of the fine will be determined by the Board taking into consideration the severity of the infraction, but in no event shall it exceed \$300. A fine that remains unpaid will be added to and become part of a member's annual dues assessment.

E) A further violation of Paragraphs A & B following a fine and / or failure to pay the fine levied in Paragraph D may result in the member having the water supply to their property turned off. An unpaid fine that has been added to a member's annual dues assessment shall subject the member to any action the Board can take to obtain payment of annual dues assessments.

F) A member shall pay for any damage to System property resulting from a violation of Paragraphs A & B. The payment for damage is in addition to any fine levied under Paragraph D and is not subject to the \$300 cap referred to in Paragraph D which is only for a fine.