



Rules and Regulations

The Board of Directors (Board) strives to achieve consistency between the Bylaws and the Rules and Regulations. However, if there is any inconsistency, the Winter Oaks Bylaws take precedent over the Rules and Regulations. The Bylaws may only be changed by a vote of two-thirds of the association.

The Rules and Regulations may be established and changed by a vote of the Board. They do not require a vote of the association.

I. External and Structural Modifications or Alterations

A. Principles of External or Structural Modifications or Alterations

1. All external and structural modifications or alterations to Common Elements, Limited Common Elements or Individual Units require the approval of the Winter Oaks Board.
2. No modification or alteration may take place until written approval is received.
3. In order to properly manage the exposure of the association to costly repairs to the exterior of individual condo units in the future, the WOCA Board of Directors has adopted the following procedure that limits and explains the parameters and conditions under which Co-owners may alter the exteriors of their units. (Reference B1, Procedures, below.)
4. The Co-owner requesting approval assumes full responsibility for any exterior or interior damage to the unit caused by the modification.
5. The Board may not, per advice of legal counsel, grant exemptions to the Bylaws. If the Bylaws need to be changed, they must be changed by the process described in Article VIII of the Master Deed.

B. Procedure for External or Structural change:

1. Co-owners are required to submit a **Buildings and Grounds Modification Request** form found on the Association website (or obtain the form from a Board Member if you do not have a computer). Provide details for any proposed exterior work to be done on an individual unit such as, but not limited to, a new storm door or an alteration of a sunroom or deck.
2. Once the WOCA Board of Directors has given approval for the project, the Co-owner **MUST** use a contractor approved by the Board.

3. When a Holland Township building permit is required for the work, the contractor and/or the Co-owner is responsible for securing the permit and following all township and State of Michigan requirements.
4. Since exterior modifications ultimately become the property and responsibility of the Association, any warranties for the work done by approved contractors must apply to not only the individual Co-owner, but to the Association. All parties involved must agree to this factor in writing prior to the commencement of any construction.
5. A WOCA Board Member will monitor the construction project before, during, and after the construction process and consult as needed with the Co-owner and the contractor.

C. Common Area Maintenance

Co-owners may engage in weeding in the Common Areas, however, no co-owner shall perform any landscaping or plant any trees, ground covers, shrubs, vines, or flowers, or place any ornamental materials upon the common elements without the express written approval of the Board.

D. Sunrooms and Decks

A **Buildings and Grounds Modification Request** form must be submitted online and approved by the Board (or obtain the form from a Board Member if you do not have a computer). Only a Board approved licensed and insured contractor may be used and construction must be according to current building codes.

Sunrooms:

1. The new sunroom costs are the sole responsibility of the co-owner.
2. Sunrooms may be added to a condominium only if the addition will be of the same size and have the same external appearance as other Winter Oaks sunrooms.

Decks:

Replacing a deck surface must go through the Modification Request process.

1. The Co-owner will be given a choice of pressure-treated lumber or composite.
2. Deck surface replacement with pressure-treated lumber will be at no cost to the co-owner if the Board determines that it needs to be replaced.
3. Pressure-treated lumber decks shall be stained by the Association after being cured for one year.
4. If deck replacement is necessary and the Co-owner chooses composite material, the costs will be shared between the Co-owner and the Association in the following manner. The Co-owner pays the difference between the cost of the composite and pressure-treated lumber.

E. Landscape

Landscape plantings installed by Winter Oaks were carefully thought out to promote symmetry and consistency and have reasonable longevity.

1. Approval by the Board of Directors is required before making any changes to landscaped areas. Alterations, such as reconfiguration of the mulched areas and the planting or removal of current landscaping, are not allowed unless approved by the Board.
2. A **Buildings and Grounds Modification Request** form must be submitted online (or obtain the form from a Board Member if you do not have a computer) for modifying plantings in the mulched areas.
3. In addition, the Board may request a sketch of the area showing the types of plants to be used and how the area will look after making the changes.
4. Occasionally landscape plants need to be replaced. The Association will cover the cost of replacement only if the plants being replaced are dead, were planted by WOCA, and are not under guarantee.
5. No shrubs or bushes over four feet tall, ground covers, trees, or euonymus are permitted to be planted in mulched areas.
6. Approval is NOT required for the planting of annuals and perennial flowers in the mulched areas in the front and back of the condo units.

F. Outdoor Lighting

Co-owner installed landscape lighting, including in mulched areas, and colored light bulbs in any exterior lighting fixture are not permitted.

Co-owners may install lights and decorations during the Christmas season provided:

1. Such installation does not damage the vinyl siding, railings, pillars or wood window trim.
2. All exterior lights and decorations are removed prior to January 31.
3. Co-owners exercise good taste in decorating their units and maintain any decorations or lighting they install.

G. Satellite TV Dishes

Satellite TV dishes are permissible with the following stipulations:

1. Co-owners have the right to place satellite dishes upon limited common elements as long as the dish is totally within the limited common element area. No co-owner can place a dish on general common elements without the written permission of the Board of Directors.
2. A **Buildings and Grounds Modification Request** form must be submitted online (or obtain the form from a Board Member if you do not have a computer) and approved by the Board prior to the installation of the satellite dish.
3. The satellite dish must be installed by a professional dish installer.

4. The unit owner and subsequent owners assume responsibility for the installation costs, maintenance, and any repairs regarding the satellite dish.

H. Volunteer Worker(s)

1. Volunteers may be engaged in general landscape maintenance activity.
2. No power tools such as chain saws or ladders should be used for any volunteer activities except under the following conditions:
 - a. The activity is directly authorized and supervised by a Board member.
 - b. The person using the equipment has signed a **Volunteer Liability Release** form found on the WOCA website for that particular activity (or obtain the form from a Board Member if you do not have a computer/printer).

II. Miscellaneous

A. Animals

Animals/pets are restricted in number and breed. *See the Amended and Restated Condominium Bylaws (Exhibit A), Article VII, Section 1, (m), page 18*

B. Boats

1. Kayaks and canoes are permitted on Winter Oaks Pond and Wigeon's Pond. These watercraft are not allowed to be stored on patios, decks, or other common and limited common elements. They must be stored in the garage when not in use. Life vests must be worn at all times and children must be supervised by an adult at all times when watercraft are in use.
2. Use of watercraft is at the Co-owner's own risk.

C. Extended Absences

The sole purpose of notifying the Board of your extended absence is to protect your real estate value and the value of the adjoining co-owners' property and to relieve the association of any preventable casualty loss or unnecessary expense due to co-owner negligence.

1. The **Extended Absence** form must be completed and submitted online to the Board of Directors any time your unit will be vacant longer than three weeks. (or obtain the form from a Board Member if you do not have a computer.)
2. If this form is not completed and submitted, the Association reserves the right and will be held faultless to enter any co-owner's unit in the event of an emergency.

3. Any cost for repairs from such entry shall be borne by the co-owner since proper notification and protection of adjoining co-owners was not taken.
4. Filling out this form does not replace the requirements of the Key Access Rule and Regulation.

D. Fishing, Swimming, and Ice Skating

1. Only Winter Oaks owners and their guests are authorized to fish in the ponds. All fish caught are to be released. Ice fishing is prohibited on Winter Oaks Pond.
2. Swimming and ice skating are prohibited on Winter Oaks Pond.
3. Please note that the above prohibitions apply only to Winter Oaks Pond.

E. Garage and Front Walkways

1. Sidewalks, stoops, yards, landscaped areas, driveways, roads, parking areas, and in general, all common elements, shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended.
2. No bicycles, chairs, or benches shall be left unattended on or about the common elements without the prior written consent of the Board of Directors.
3. No potted plants shall be placed on sidewalks. Potted plants may only be placed on either side of the garage door opening. If the unit has a front porch, a potted plant may be placed in such a way as to not obstruct the front door.

F. Grills, Patios, and Decks

1. Grills or any other device used for cooking shall not be used on decks, patios or the common elements except the driveway to the garage of the unit or in the grass area adjacent to the patio.
2. Cooking devices must be at least ten (10) feet from the building and all other flammable materials.
3. Fire pits, chimineas, and other similar devices shall not be used on the grounds of the Condominium Association.
4. No supplies, materials, or personal property such as ladders, hoses, bicycles, or wheelbarrows shall be permitted on or under decks or porches or other limited common elements.
5. Hot tubs are not permitted on patios or decks.

G. Grounds

1. Co-owners shall **NOT** water or sprinkle their lawns. Winter Oaks is charged significantly higher rates for water from outdoor spigots compared to rates for underground sprinkling.
2. Artificial plants or flowers shall not be displayed outside any co-owners unit.
3. Campfires are not permitted on the beaches.

4. Do not feed the ducks and geese or put anything in the ponds.

H. Indoor Estate Sales

Definition: Estate sales are those one-time events that allow Co-owners who are moving out of the Association, family members who are assisting an elderly Co-owner transitioning to assisted living, or executors of a Co-owner's estate to dispose of property.

NOTE: Garage sales are only permitted at WOCA during the Association's sanctioned community sale during the late Spring or early Summer of each year.

Indoor estate sales will be allowed within the following parameters:

1. A request for an Indoor Personal Estate Sale must be received and approved by the Board of Directors not less than ten (10) days before the scheduled sale.
2. A two-day sale will be permitted for a maximum of eight (8) hours between 9 AM and 5 PM each day.
3. Signs may be placed at the Winter Oaks Entrances only on the day of the sale. One sign may be placed in front of the Co-owners unit on the day of the sale.
4. The estate sale may not be scheduled on trash collection or lawn mowing days.
5. Flags or markers must be placed by the Co-owner on both sides of the street along the grass in front of the participating unit and adjacent units to protect sprinkler heads and to maintain access to mailboxes. The Co-owner conducting the sale is responsible for all damage done to common areas as a result of the sale.

I. Key Access

All Co-owners are required to submit a **Key Access and Emergency Contact Information** form online (or obtain the form from a Board Member if you do not have a computer). The form should include the name and telephone number of at least one local contact person holding keys to the co-owner's unit and authorized to allow the Board and emergency providers access to the Co-owner's residential unit while the owner is not at home. The preferred contact person is a neighbor at Winter Oaks.

The Board Secretary will maintain a list of such contact persons and make it available only to current Board members. Board communication with the contact person will only take place, and access to the Co-owners unit will be used, only when the Co-owner is not at home, and in cases of a perceived emergency.

If this form is not completed and submitted, the Association reserves the right and will be held faultless to enter any co-owner's unit in the event of an emergency. Any cost for repairs from such entry shall be borne by the co-owner since proper notification and protection of adjoining co-owners was not taken. Observance of this rule does not remove or replace the Co-owner's duty to submit an **Extended Absence** form online (or obtain the form from a Board Member if you do not have a computer).

J. Leasing

No unit may be leased or rented and no occupancy is permitted except as permitted by Article VII, Section 1 of the Bylaws.

K. Notification of Sale of Unit

1. The Board of Directors must be notified by co-owners prior to listing their unit for sale.
2. Co-owners must complete the **Notification of Sale of Unit** online form (or obtain the form from a Board Member if you do not have a computer) and submit it to the Board.
3. The Board reserves the right to inspect your unit for external and structural modifications or alterations that may have taken place to determine if they are in accordance with the Rules and Regulations.

L. Parking

1. No more than two automobiles or similar vehicles, including pickup trucks, which are licensed and in operating order shall be kept on the Condominium premises by persons residing in a unit. Exceptions will be considered upon application of a co-owner to the Board of Directors.
2. Co-owners' vehicles shall be parked in the garage of their unit. If it is necessary to keep a vehicle parked outside of the garage for a limited period of time, the co-owner must submit a written request for approval by the Board of Directors.
3. No automobile or similar vehicles, including pickup trucks, which are not licensed and in operating condition shall be permitted at any time.
4. No recreational vehicles, campers, trailers, or similar vehicles may be parked or stored on the Condominium premises unless parked in a garage attached to a unit and does not interfere with the garage door closing.
5. Campers and similar vehicles may be kept at the Condominium for a period of less than 48 hours without obtaining the Association's prior written approval for loading and unloading for going to and coming back from camping trips.
6. Guest parking shall be used solely for parking passenger vehicles of co-owners' guests. Guests of co-owners may park a recreational or commercial vehicle in a guest parking area or the driveway or garage of the unit he or she is visiting for no longer than two weeks.

7. No co-owner shall park any vehicle on the streets of the Condominium Association.
8. No co-owner shall park any vehicle in a guest parking area unless it is in lieu of a co-owner's guest parking his or her vehicle in a guest parking area.

M. Solicitation

1. Realtor, For Sale By Owner signs (limited to one), and any information box related to the sale, shall be displayed in the front of the unit in the limited common element bark area. Permission from the Board of Directors is required.
2. An Open House sign is permitted only for the time of the event.
3. No other signs are permitted in the common or limited common areas.
4. Solicitation by any person other than a co-owner anywhere in the Association for any cause, charity, or any other purpose is prohibited without written permission from the Board of Directors.

N. Buy-In Fee for Condominium Buyers

1. Buy-In Fee Requirement

Upon purchasing a condominium unit, the buyer is required to pay a one-time buy-in fee equivalent to one month's regular assessment fee. This fee is due at the time of closing or upon transfer of ownership.

2. Purpose of Buy-In Fee

The buy-in fee helps to ensure that the new owner contributes to the financial stability of the condominium association and assists with maintaining the shared facilities and amenities from which all residents benefit.

3. Calculation of the Buy-In Fee

The buy-in fee is calculated based on the current monthly assessment for the unit at the time of purchase. Any changes to assessment fees after the transfer will not affect the amount due for the buy-in fee.

4. Payment and Collection

The buy-in fee must be paid in full at the time of closing, and payment will be collected by the association or its designated representative. Proof of payment must be submitted to the condominium association as part of the ownership transfer process.

5. Non-Refundable

The buy-in fee is non-refundable and will not be credited towards future assessments or other fees.

6. Failure to Pay

Failure to pay the buy-in fee at the required time may delay or invalidate the transfer of ownership until the payment is completed.

Adopted by the Winter Oaks Association on November 20, 2024.

III. Violations

A. Delinquent Monthly Assessment Payments

Monthly assessments are due on the first business day of each month. Failure to pay the assessment within ten (10) days of the due date will result in a late fee of \$25.00, plus interest at the highest rate permitted under Michigan law, and any applicable bank charges.

Failure to pay the late fee, interest, and any applicable bank charges will subject the Co-owner to all terms and conditions in the documents relating to nonpayment of assessments.

B. Resolution of Violation

In accordance with State Statute per advice of Counsel:

The violation of any Co-owner, occupant, or guest of any of the provisions of the Master Deed, Bylaws, or Rules and Regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of the Co-owner's personal actions or the actions of his/her family, guests, or any other person admitted through such Co-owner to the premises.

Upon any such violation being alleged by the Board, the following procedures will be followed:

1. Notice of the violation, including the document violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first-class mail.
2. The offending Co-owner shall have 7 calendar days from the date of the violation in which they may offer evidence in defense of the alleged violation. The evidence must be submitted in writing to the Winter Oaks Condominiums Association Board of Directors.
3. A Notice of Hearing will be sent to the Co-owner which shall state the date, time, and location of a hearing to be held for the violation.
4. The hearing shall be held before the Board of Directors, or such members of the Board of Directors as the Board of Directors shall designate to conduct the hearing.
5. Upon presentation of evidence of defense, the Board of Directors, shall by a majority vote of the Board or the majority of the members of the Board of Directors designated to conduct the hearing, decide whether a violation has occurred. The Board's decision is final.

Actions

After hearing and upon determining that a violation of any provisions of the Documents the Board may levy a fine following these procedures:

1st Notice: Co-owner will receive a warning letter of the violation. The Co-owner will have up to 10 days to comply with the Bylaws.

2nd Notice: If non-compliance continues, Co-owner will be fined \$50. The Co-owner will have up to 10 days to comply with the Bylaws.

3rd Notice: If non-compliance continues, Co-owner will be fined an additional \$150. The Co-owner will have up to 10 days to comply with the Bylaws.

4th Notice: If non-compliance continues, the Board has the discretion to impose further fines as determined by the Board.

Final Notice: The Board will remove or correct the violation and/or take legal action.

The Co-owner in violation will be responsible for all subsequent costs, including attorney and court Costs, required to remove or remedy the violation. Nothing in this Rule and Regulation shall be construed as to prevent the Association from pursuing any other remedy under the Documents for such violations, or from combining a fine with any other remedy or requirement to redress any violation.

Collection of Fines

The fines levied pursuant to the above-stated Rules and Regulations shall be assessed against the Co-owner to all liabilities set forth in the Documents. All unpaid amounts shall further constitute a lien on the Co-owner's unit.