



**Michaywé Owners Association  
Rules, Regulations &  
Policies Manual  
2021**



## **MOA Rules, Regulations & Policies**

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## **SECOND AMENDED** **MOA Vehicle & Equipment Restrictions RULES & REGULATIONS**

The following provisions shall be in full force and effect from and after December 29, 2016 and continue until changed in accordance with the MOA Governing Documents.

In order to be in compliance with the Otsego County Zoning Ordinance concerning the parking of certain recreational vehicles and other units of equipment within the MOA zoning district, clearer definitions of where said vehicles or units of equipment as defined in the MOA Deed Restrictions may be parked is required. The Rules and Regulations authority is defined in the SECOND AMENDED AND RESTATED DECLARATION OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MICHAYWÉ RESTRICTED PROPERTY, and hereafter referred to as the DMCCR. This Rule and Regulation shall apply solely to the MOA DMCCR, Article VI., Section 1, paragraph (f) and is enacted to promote its implementation and enforcement and does not change, alter, or amend that paragraph. The term "unit of equipment" shall be defined solely as the definition provided in the first sentence of the DMCCR, Article VI., Section 1, paragraph (f), first sentence.

1. Parking of any unit of equipment as defined in the MOA DMCCR shall occur in the authorized property unit's area as defined as follows:
  - a. Parking shall be allowed only in the **MOA Rear Yard**.
  - b. Prior written approval of both the MOA Board or its designate and the Otsego County Zoning Administrator is required for any unit of equipment to be allowed to be parked in the **MOA Side Yard** or **MOA Side Street Front Yard**. This exception shall only be considered to prevent significant, non-self-imposed hardship and if the exception is inconsequential.
  - c. Parking in the **MOA Front Yard** and shall be deemed a violation of the DMCCR, Article VI., Section 1, paragraph (f).
  - d. Suitable screening may be deemed proper and necessary by the Site Development Committee for any unit of equipment parked on a property unit, however this provision shall not require screening in all instances. In addition, the Site Development Committee may in its discretion, determine the exact location where any unit of equipment may be allowed to be parked in the **MOA Side Yard**, **MOA Side Street Front Yard**, or **MOA Rear Yard**, however this provision is not mandatory.





2. Except for corner property units, an **MOA Front Yard** is defined as an area bound by the front lot line, both sidelines from the front lot line to a point where they intersect a line perpendicular from a side lot line that extends to the closest front corner of the dwelling on each side, and extending across the front of the dwelling.
3. Except for corner property units, an **MOA Side Yard** is defined as an area bound by a line perpendicular from the side lot line to the closest front corner of the dwelling on each side, a line perpendicular from the side lot line to the closest rear corner on each side of the dwelling, the side lot line/lines on each side of the dwelling, and each side of the dwelling.
4. Except for corner property units, an **MOA Rear Yard** is defined as an area bound by the rear lot line/lines or point, both side lot lines from the rear lot line/lines or point to a point where they intersect a line perpendicular from a side lot line which extends to the closest rear corner of the dwelling on each side, and extending across the rear of the dwelling.
5. In cases of a corner property unit, the **MOA Front Yard** shall be determined by the street address used for the dwelling. The area abutting the side street shall be considered **MOA Side Street Front Yard** as hereinafter defined.
6. With respect to a corner property unit, an **MOA Front Yard** is defined as an area bound by the front lot line, a line extending across the front of the dwelling, a side street lot line from the front lot line to a point where it intersects a line perpendicular from a side street lot line that extends to the closest front corner of the dwelling that is on the side street side of the dwelling and if the property unit has only one side street then the non street side shall be bound by the side lot line from the front lot line to a point where it intersects a line perpendicular from a side lot line that extends to the closest front corner of the dwelling.
7. With respect to a corner property unit, an **MOA Side Street Front Yard** is the area bound by the side street lot line, adjacent **MOA Front Yard**, rear lot line/ lines or point, and a line perpendicular from a rear lot line/lines or point which extends to the closest rear corner of the dwelling that is on the side street side of the dwelling.
8. With respect to a corner property unit, an **MOA Rear Yard** is the area bound by the rear lot line/lines or point, a line extending across the rear of the dwelling, and on one side by the adjacent side street front yard and on the other side by either an adjacent side street front yard or a line perpendicular from the side lot line to the closest rear corner of the dwelling whichever is applicable.
9. With respect to a corner property unit, an **MOA Side Yard** is defined as an area bound by a line perpendicular from the side lot line to the closest front corner of the dwelling, a line perpendicular from the side lot line to the closest rear corner of the dwelling, the side lot line/lines, and side of the dwelling. The side lot line/lines in this definition is the lot line/lines opposite the side street lot line.
10. Any disagreement concerning the implementation of the above **Yard** definitions shall be resolved by the MOA Site Development Committee or its Designate.



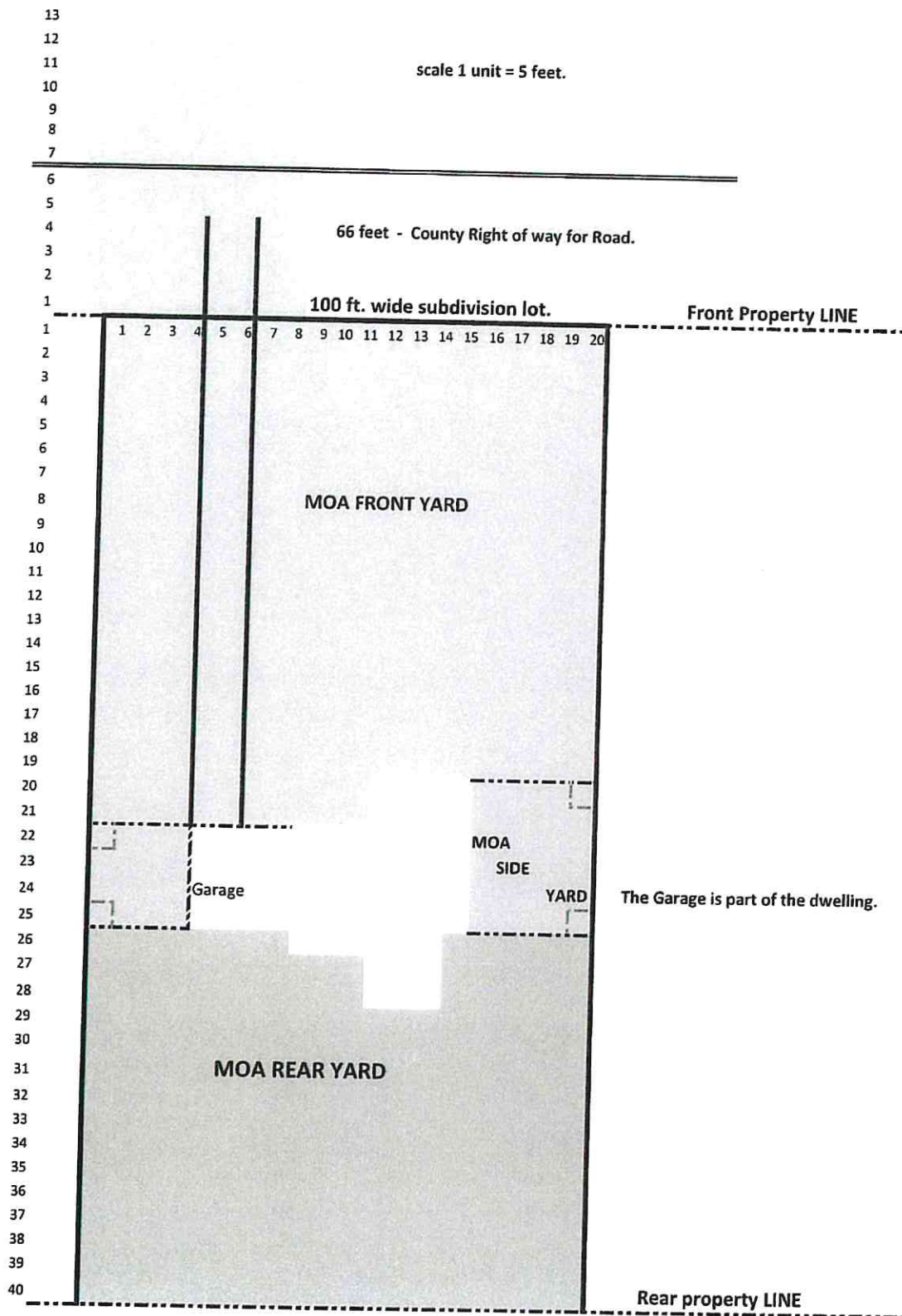


11. An MOA Designated Representative shall file an MOA sworn affidavit describing the alleged violation and a similar MOA sworn affidavit shall be made by the property owner under penalty of perjury should they wish to use the "Opportunity to Defend" clause as defined in the MOA DMCCR, Article VII. FINES section. All pertinent violation records, hearings, and findings shall become public MOA records.
12. If any provisions of this Rule & Regulation is deemed to be invalid or unenforceable, such determination shall have no effect on the remaining provisions which shall remain in full force and effect.

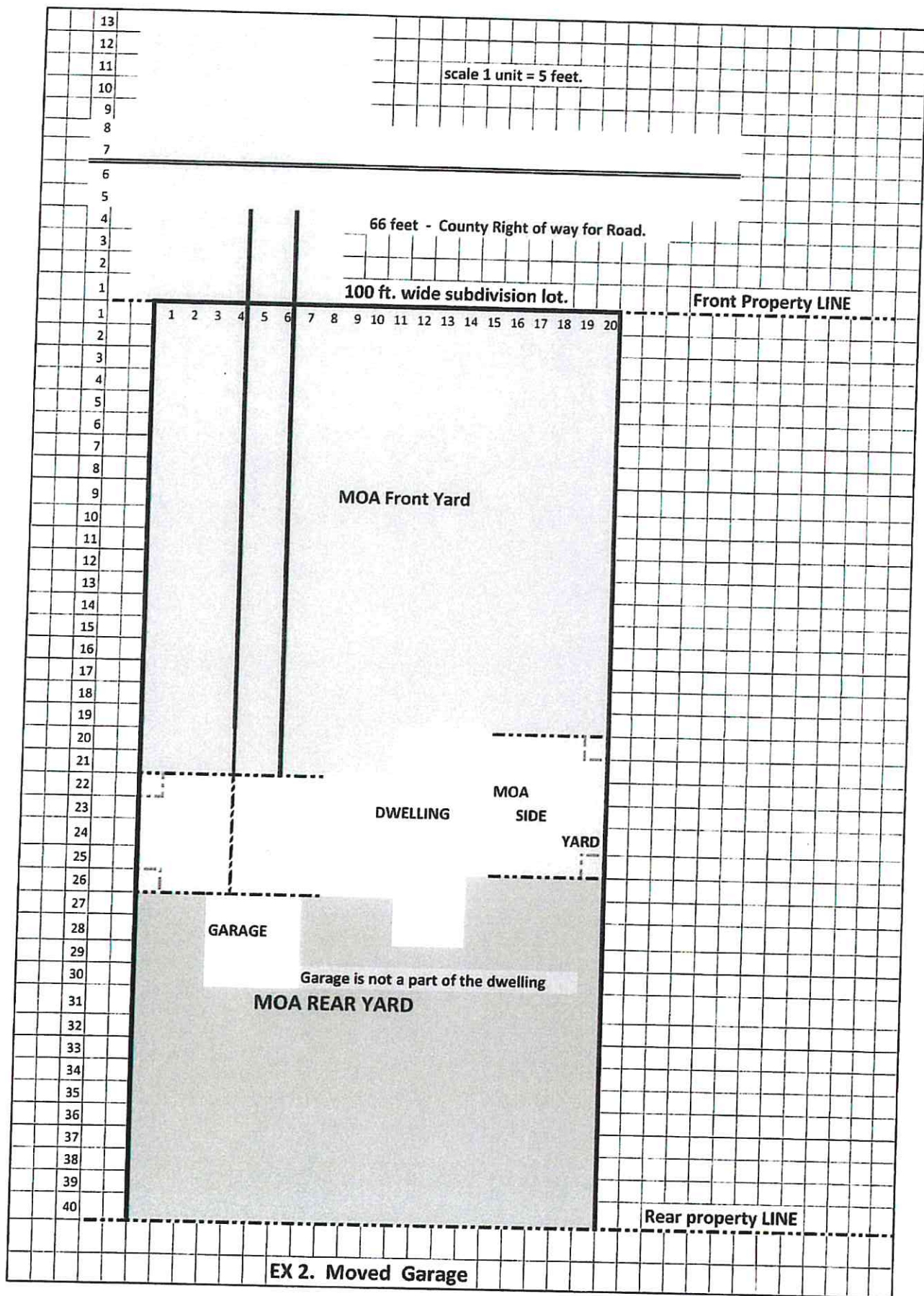
**Revision Log**

December 29, 2016	Typographical edits in Section 8. Does not change the substance of the section. Renamed to "Second Amended" to indicate that edits have been made.
October 24, 2015	Improved definitions and minor housekeeping edits.
August 22, 2015	2 <sup>nd</sup> reading and approval by the MOA Board of Directors
July 25, 2015	1 <sup>st</sup> reading by the MOA Board of Directors.

This policy was approved by the MOA Board of Directors at their regular meeting held on 29th day of December, 2016 at which a quorum was present.

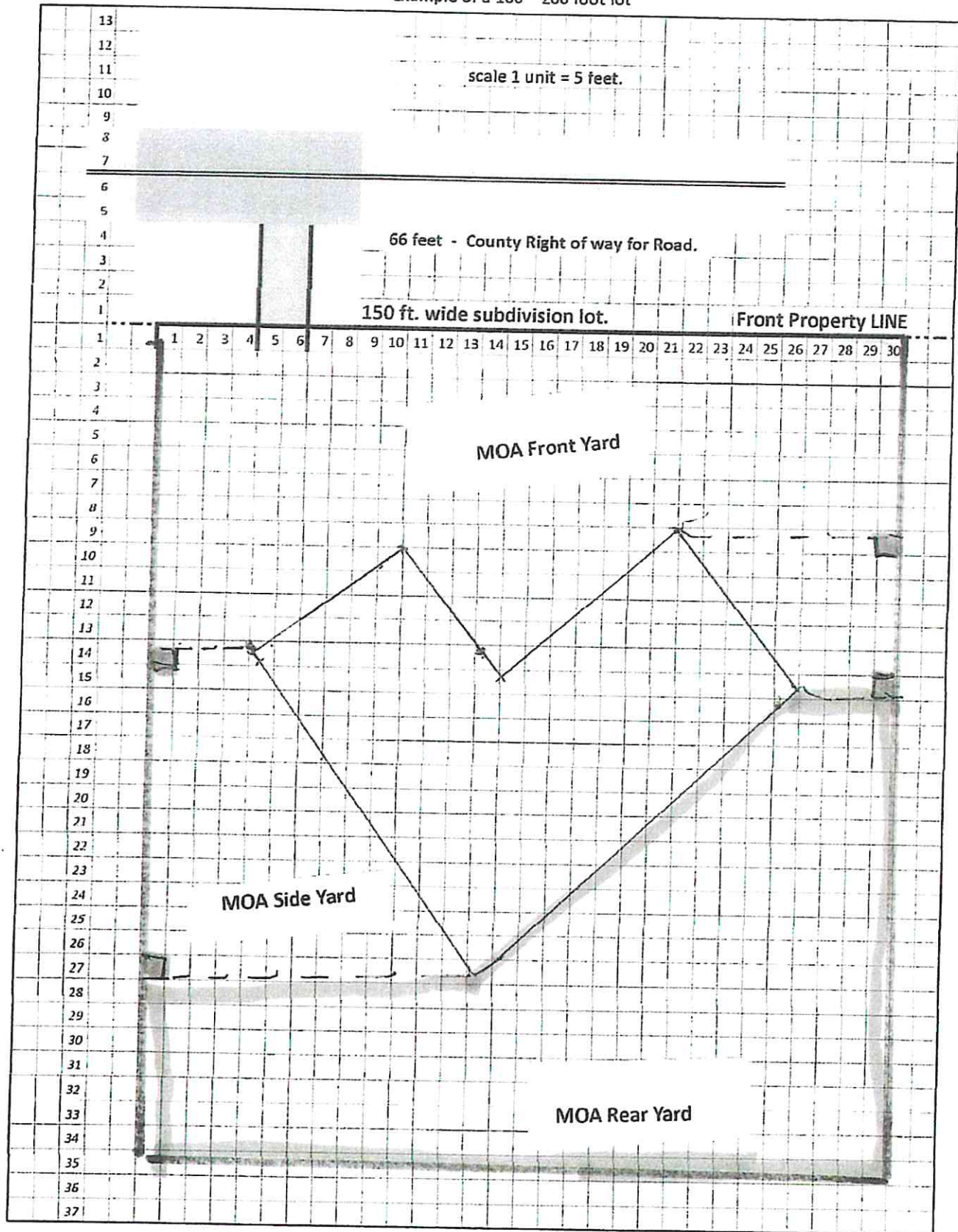


EX.1 Standard Lot



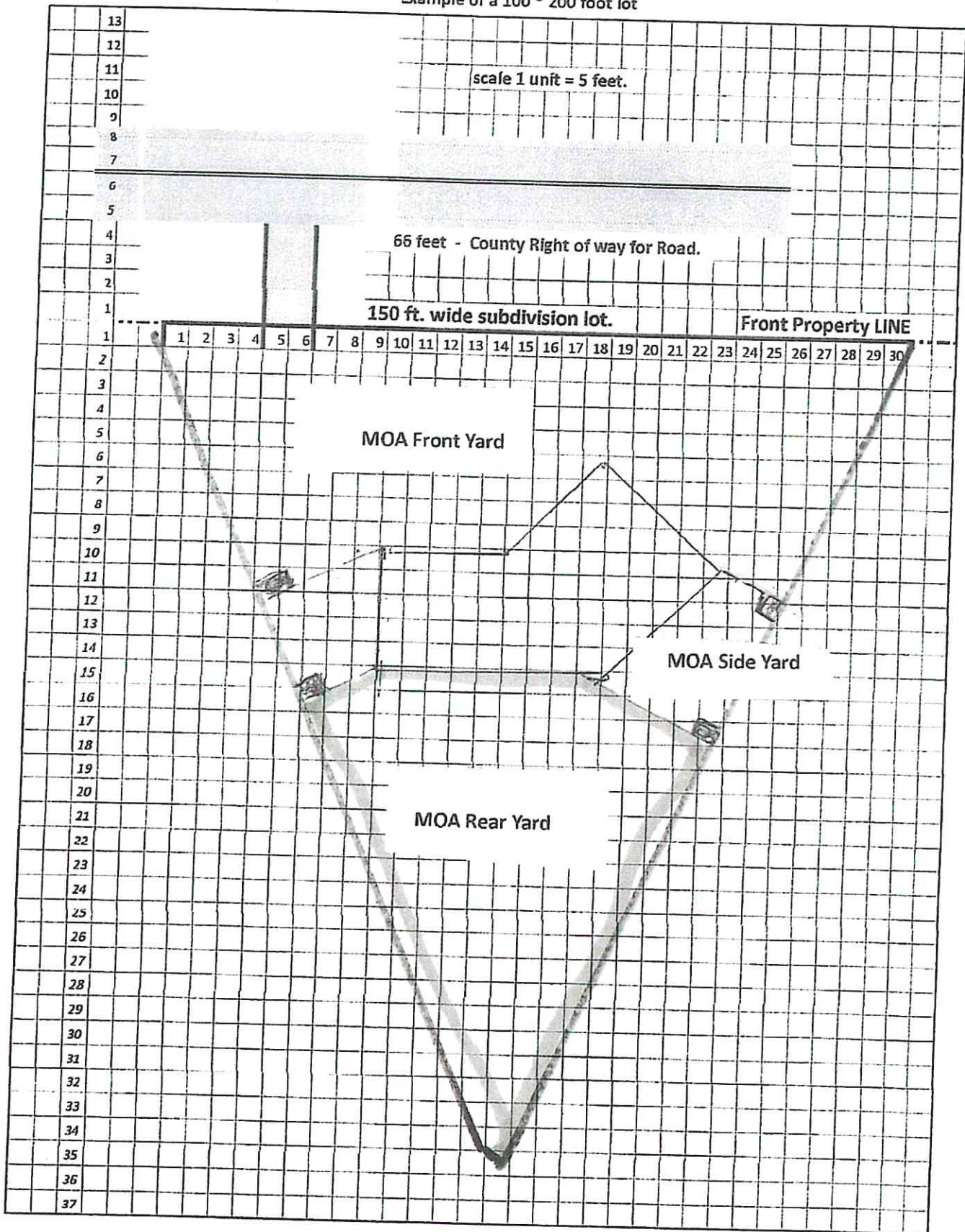


Example of a 100 \* 200 foot lot



Ex 3. Slanted Dwelling

Example of a 100 \* 200 foot lot



Ex 4. Pie Lot





## **Collections Rules & Regulations**

### **Purpose**

The purpose of these Rules & Regulations is to minimize the accounts receivable of Michaywé Owners Association (MOA) by systematically pursuing payment of delinquent dues and related charges.

### **Timing**

- Annual Association dues and/or special assessments shall be paid by each owner for each property unit on or before January first each year, or they shall have made prior arrangements to participate in an approved installment plan.
- All statements are due upon receipt unless otherwise stated.
- Any property owner who is thirty (30) days or more in default in the payment of the annual Association dues and/or special assessments shall not be in good standing.
- Late fees shall be applied on the first day of the month
- Interest shall be applied to the total account balance on the first day of the month
- Any purchaser or grantee who fails to request a written statement from the Association at least five (5) days before the conveyance shall be liable for any unpaid assessments against the Property Unit together with interest, late fees, fines, costs and attorneys' fees incurred in connection with the collection of such assessments.
- Payments on accounts in default shall be applied as follows: first, to costs of collection and enforcement of payment, including attorney's fees; second, to any interest charges, fines and late fees on such installments; and third, to installments in default in order of their due dates.

### **Fees & Penalties**

- Lien Filing Fee = \$20 per property unit plus the cost per document to record with the Otsego County Register of Deeds (The current cost to record a document is \$30. Therefore, the total lien filing fee is \$50.)
- Release of Lien Fee = \$20 per property unit plus the cost per document to record with the Otsego County Register of Deeds. Must be paid in full in advance of filing the release. (The current cost to record a document is \$30. Therefore, the total release of lien fee is \$50.)
- Late Payment Fee = \$8 per month
- Interest on Delinquent Accounts = The interest rate shown in the MOA Bylaws, which is 7% per annum
- Rush Processing Fee = When the property owner requests that collections-related paperwork be processed with the Register of Deeds, the courts or their agents, or other related agencies/persons sooner than 3 business days, an additional \$25 fee per document will be charged
- Property owners in default will not be eligible for any discounts provided to MOA property owners in good standing

### **Enforcement**

May include any of the following:

- The Association may discontinue the furnishing of any services to a property owner not in good standing





- Property owners not in good standing shall not be entitled to utilize any of the Michaywé Common Properties
- Property owners not in good standing shall not be entitled to vote at any meeting of the Association
- Property owners not in good standing shall not be qualified to run for or function as an officer or Director of the Association
- Liens filed annually against the property unit(s) for which the owner is delinquent and a Lien Filing Fee will be assessed
- Pre-paid Release of Lien fee will be required to release the lien
- Late Payment Fees will be assessed each month
- Interest charges will be added to the total account balance each month
- Lawsuits filed in small claims, district, or circuit court seeking a money judgment
- Judgment debtor discovery hearing to identify assets of the defendant for seizure to satisfy a money judgment
- Garnishment of wages, bank account(s), income tax refunds, and/or other sources to satisfy a money judgment
- For delinquent rented or leased property unit(s), MOA may collect rent directly from the tenant to satisfy the debt
- Lawsuits filed in district or circuit court seeking foreclosure of the statutory lien
- Foreclosure of a lien by advertisement
- Upon the sale or conveyance of a delinquent property unit, the balance due shall be paid from the net proceeds of the sale
- All other expenses of collection as outlined in the Master Declaration for the Michaywé Restricted Properties in "*Article V, Section 5. Enforcement*" will be the responsibility of the delinquent property owner
- Any other actions allowed by law

#### Revision Log

- Original policy approved 8-23-09
- Rewritten and approved on 9-21-13
- Changed Policy to Rules and Regulations and more clearly defined payment terms 12-21-2013
- Revised to reflect current practices and be more concise. 9-22-17

This policy was approved by the MOA Board of Directors at their  
September 23, 2017 regular meeting at which a quorum was present.



## **Enforcement Expense Rules & Regulations**

All expenses incurred in enforcing Michaywé's governing documents, including, but not limited to, the Restrictions, Conditions and Covenants, Bylaws, Policies and all other governing documents, including interest, late fees, fines, costs, actual attorneys' fees (not limited to statutory fees) and other costs paid by the Association, shall be chargeable to the property owner(s), and if necessary, shall be secured by a lien on their property unit(s). Such fees shall also include but are not limited to the costs for additional billings and invoices, special correspondence, preparing and recording liens and releases, collection agencies, and court costs. Non-routine costs shall be billed at the actual cost to the Association plus the appropriate transaction and administrative costs.

This document supersedes any prior Policy, Resolution, or Board action concerning the subject matter contained herein unless specified otherwise.

### **Revision Log**

October 27, 2018 Initial Rules & Regulations Adopted

These Rules & Regulations were approved by the MOA Board of Directors at their regular meeting held on October 27, 2018 at which a quorum was present.



# **Michaywé Owners Association Manual of Requirements for Building Projects**

This manual was approved by the MOA Board of Directors at their May 15, 2021 meeting.



## Building Projects in Michaywé

This Building Manual has been prepared by the Site Development Committee (The Committee) to agree with the Master and Unique Added Subdivision Deed Restrictions, which are available on the Michaywé website [www.michaywe.com](http://www.michaywe.com) or at the MOA office. This Manual was approved by the Michaywé Board of Directors.

Michaywé is a year-round residential community where wildlife is abundant and beautiful evergreens blend in with birch, maple, and beech trees. The "Dream" of Michaywé (an Indian word meaning "Last Elk Herd") started to be realized in 1968. During that summer, the master plan that was designed was approved by Otsego County under the Planned Unit Development Ordinance. The land was purchased by the developer and the first plat in Michaywé was recorded December 3, 1970.

While the Developer owned Michaywé, he used the Master and Unique Added Subdivision Deed Restrictions and selected the Site approval person for building projects. Benson Wood was the first to approve projects. When he retired Tom McHugh was then selected. When the developer transferred the amenities to the MOA, the MOA Board selected Glen Roberts as the Chairman of the Site Development Committee, and Glen selected five members to join him on The Committee. A majority vote was, and still is, required for project approval. This original committee developed the first building manual.

From its beginning, the Michaywé development has been conceived as a private, wooded community with a predominantly Alpine motif. This conception will continue to provide the framework for Committee-approval decisions of building projects. The following pages provide requirements for obtaining approval of building projects.

A copy of the Building Manual will be furnished to each applicant by the MOA office.

Site Development Committee

## Table of Contents

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## **Section I MOA Requirements for All Building Projects**

Property owners and/or builders must submit an application, available at the MOA office, for the following projects:

- New residential units
- Exterior additions to a residential unit
- Garages, car ports, and sheds
- Fences, garden/retaining walls, and swimming pools

**Note:** Modifications to the interior of an existing structure are not subject to these requirements.

No project work is authorized until an application is approved by the MOA Site Development Committee. This Committee is appointed by the MOA Board of Directors who has delegated compliance with the Master and Added Subdivision Deed Restrictions to this Committee.

A completed application, plus all documents listed on the application sheet, must be submitted to obtain Committee approval. The Committee will respond to the applicant within fourteen (14) business days. If applicant's plan is not approved as submitted, suggestions will be made for changes and plans can then be resubmitted. Consultation by The Committee is encouraged prior to project development by attending Committee meetings usually held once a month. Call the MOA Office (989) 939-8919 to obtain meeting dates and time.

All projects must contain:

1. Completed Application for Project Plan Approval.
2. Site plan – See Sample Site Plans below, including proposed Tree Removal (Site Plan Requirements are noted on the Application for Project Plan Approval).

In addition to all the items above, if your application is for one of the following projects, you will need to supply these listed additional documents/information:

- A. Fence: Materials, color, and height of the fence (Maximum height is 4 feet).
- B. Garden/Retaining Walls: Materials.
- C. Swimming Pool: Fencing materials, height, and color of enclosure.
- D. Fuel Tank: Screening materials, height, and color.
- E. Shed: Photos of a pre-manufactured shed; or front, back, and side elevations of an onsite constructed shed.
- F. Deck: Materials.
- G. Garage: Front, back, and both side elevations; floor plan; exterior materials and color. If installing a new driveway to the garage, a Driveway Permit from the County will be required.
- H. Addition: Front, back and side elevations, Floor plan, Exterior Materials and color.
- I. New House: Front, back, and both side elevations; floor plan; exterior materials and color. A Driveway Permit from the County will be required.

Prior to preparing a project application, it is suggested that the applicant:

- Call any member of the Site Development Committee to set a time and date for an interview prior to preparing the project application.
- No site plan tree removal is to take place prior to reviewing the project application with a Site Development Committee member.



- For new structure projects, no tree removal is to take place until the project application is submitted and approved.
- The owner is responsible for architectural services and establishing property lines. The owner/contractor is responsible for obtaining the building permits from the county. The county will not issue a permit without project approval and stamp from the Site Development Committee. The owner is responsible for all applications and fee requirements.
- The Site Development Committee is responsible for considering variances, building location on site, and for compliance with the Building Manual guidelines.

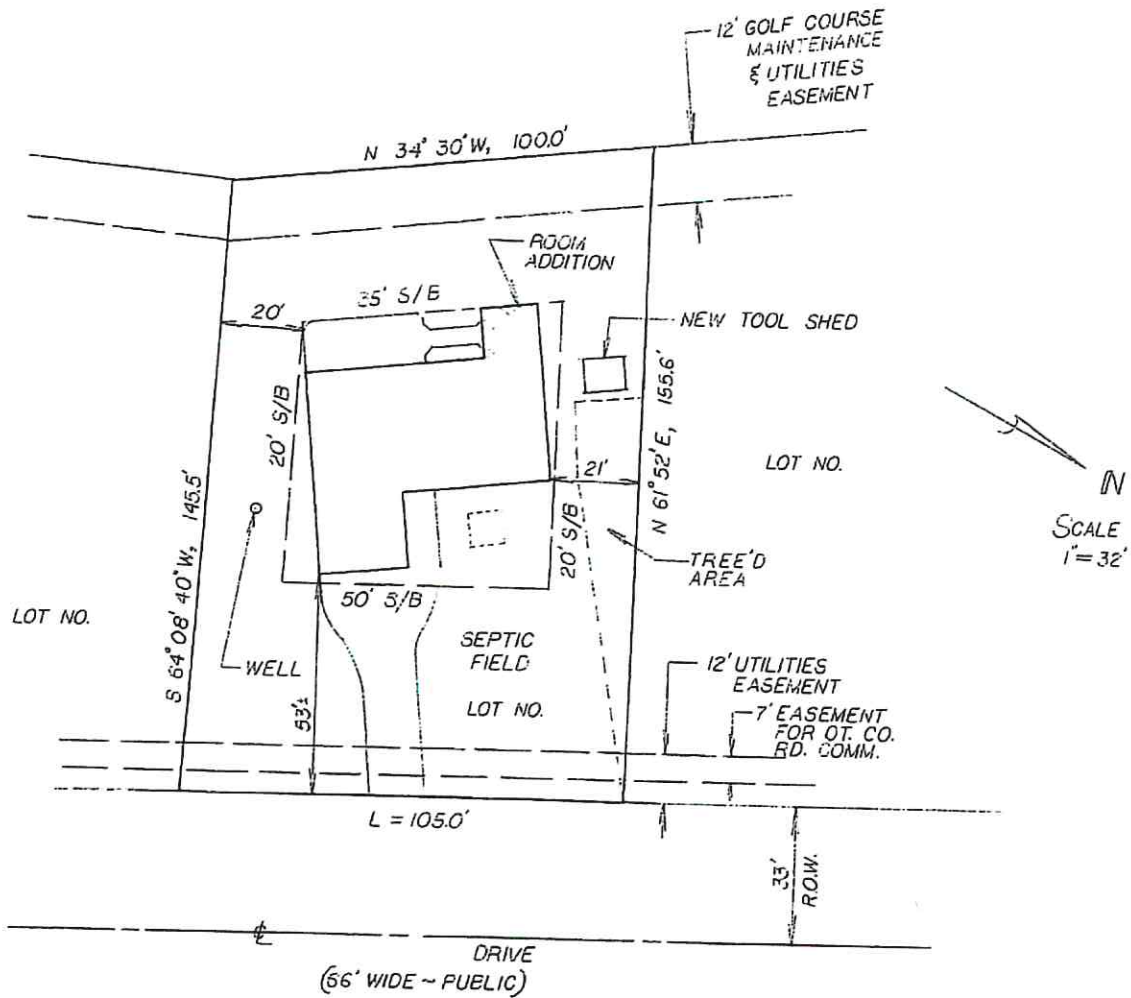
Mailing Address

MOA Site Development Committee  
1535 Opal Lake Road  
Gaylord, Mi. 49735  
Phone: (989) 939-8919  
Fax: (989) 939-8558

Site Development Committee Members

Ken Mertz, Chairperson (949) 466-5760  
Mark Eckstein (989) 939-8841  
Jeff Ford (989) 370-6461  
Tom Raynes (810) 923-9532

**Sample Site Plan**  
**Standard Lot**



**LEGAL DESCRIPTION**

This manual was approved by the MOA Board of Directors at their May 15, 2021 meeting.

**Sample Site Plan  
Corner Lot**



North  
 ↑  
 Scale 1" = 20'  
 No Accuracies

This manual was approved by the MOA Board of Directors at their May 15, 2021 meeting.



Sample Site Plan  
Tree Removal



This manual was approved by the MOA Board of Directors at their May 15, 2021 meeting.

## **Section II**      **Site Development Committee Procedure for Project Approval**

### **A. Requirements**

The Michaywé Master Deed Restrictions provide that no building or other structures shall be erected or trees removed, within Michaywé subdivisions, or shall any exterior additions or alterations be made to any structure, except interior alterations, until a plan is submitted and approved by MOA or its assigns (The Site Development Committee). The property owner or agent shall complete an application form, provide all required information, and pay appropriate fees to the Michaywé Owners Association (MOA) office located at 1535 Opal Lake Road, Gaylord, Michigan 49735.

### **B. Review Process**

The applicant must:

- Be in good standing with all dues and fees paid.
- Submit an application package consisting of the application form and all required plans and information requested.
- Deliver the completed application package to MOA Office for distribution to Committee members.

Committee members will review the application package and furnish comments to the Chairperson. The Chairperson will advise the applicant of approval or any Committee review comments within fourteen (14) business days.

The standards to be applied have two sources: The Michaywé Master and Added Subdivision Deed Restrictions and the prevailing architectural style currently in existence within the neighborhood.

From its beginning, the Michaywé development has been conceived of as a private, wooded community with a predominantly Alpine motif. This conception will continue to provide the framework for decisions by The Committee. Specifically, all new houses constructed within Michaywé will meet the following standards unless the majority of existing houses in the vicinity of the proposed construction do not meet a given standard. Removal of trees for building purposes will be approved by The Committee. Generally, trees within the "construction zone" will be permitted. The "construction zone" is defined as that area bounded by the building perimeter plus 20 feet (front and rear yard) and 15 feet (side yard).

The maximum number of trees that can be cut down on a one-time basis per developed property is 10%. Homeowners may cut down any tree up to 6" diameter as measured 12" above the ground, diseased trees, or trees that are an endangerment. Non-developed lots may not remove trees 6" and wider until just before development. Trees removed outside of a "construction zone" may require replacement. The type, size, number, and locations will be specified by the MOA. Generally, the same tree type with two trees replaced for each one removed will be required.

**Section III****Application for Project Plan Approval**  
Please print all requested information

Application Date: \_\_\_\_\_

Submitted by: \_\_\_\_\_ Expected Start Date: \_\_\_\_\_  
Lot No: \_\_\_\_\_ Street: \_\_\_\_\_ Sub No.: \_\_\_\_\_  
Lot Owner: \_\_\_\_\_ Builder: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_ Email: \_\_\_\_\_

Modification of existing structure: Yes \_\_\_\_\_ No \_\_\_\_\_  
Shed: Yes \_\_\_\_\_ No \_\_\_\_\_  
New Structure: Yes \_\_\_\_\_ No \_\_\_\_\_  
Tree removal required: Yes \_\_\_\_\_ No \_\_\_\_\_ (Show on scale drawing)  
Variance required: Yes \_\_\_\_\_ No \_\_\_\_\_

**Required for approval:**

- \_\_\_\_\_ Submit 3 copies of this submittal sheet
- \_\_\_\_\_ Submit 3 copies of site plan
- \_\_\_\_\_ Submit 3 full sets of architectural drawn plans
- \_\_\_\_\_ Submit copy of Otsego County Road Commission Driveway Permit

**Site Plan Requirements:** Accurately drawn to scale with dotted lines for setback dimensions on all sides of building structure and with proposed driveway shown.

- \_\_\_\_\_ Drawn to scale – with scale used listed on site and building plan
- \_\_\_\_\_ Setbacks: Front – 60' preferred with 50' minimum Rear – 35' minimum Sides – 20' minimum  
Corner Lot – 50' minimum on both fronts, 20' minimum on both sides
- \_\_\_\_\_ Location of well and septic system shown (If known) – minimum 50' separation between them
- \_\_\_\_\_ If oil or propane is used, location of exposed storage tank and type of surround/screening around tank must be shown. (**Note:** surround/screening must be completed prior to occupancy)

**Architectural Requirements:** (To be completed by submitter)

- \_\_\_\_\_ Floor plan showing building dimensions
- \_\_\_\_\_ Complete front, rear, and side elevations – all levels
- \_\_\_\_\_ Exterior material:
  - Upper Level: \_\_\_\_\_ Color: \_\_\_\_\_
  - Lower Level: \_\_\_\_\_ Color: \_\_\_\_\_
  - Roofing (6/12 min. pitch): \_\_\_\_\_ Color: \_\_\_\_\_

Note: If vinyl is used, textured grain is required

- \_\_\_\_\_ If over 16 inches of exposed foundation block or concrete walls, it must be finished.  
Type of finish \_\_\_\_\_ Color: \_\_\_\_\_
- \_\_\_\_\_ Livable floor space excluding basement: Total Sq. Ft.: \_\_\_\_\_

The approval of this application is conditional to the county issuing permits where applicable. A copy of the county permits must be presented to the committee prior to construction.

Applicant is welcome to attend Committee meetings at the clubhouse held each month. Call the MOA Office to obtain meeting date and time (989) 939-8919.

By signing, applicant concurs they have read the "Michaywé Owners Association Manual of Requirements for Building Projects."

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

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

Any revisions to this application must be resubmitted to the Site Development Committee for approval.  
This manual was approved by the MOA Board of Directors at their May 15, 2021 meeting.



## **Section IV      Guidelines**

The Committee will use the following guidelines to comply with "harmonious and aesthetic" in establishing suitability for building structures submitted by builders or property owners. The Committee will consider reasonable deviations to these guidelines.

The Applicant shall be provided a copy of the MOA Manual at the time an application is requested. This provision may be waived if the Applicant can furnish evidence that they have a copy of the current MOA Manual.

When necessary, an applicant is required to furnish evidence that a driveway permit has been issued by the Otsego County Road Commission prior to receiving MOA approval.

Plans shall have a one-year effective period from the date of approval. An extension for a specific period of time may be approved by The Committee upon request of the Applicant.

All buildings erected shall have their approved exterior finishes completed within six months from the start of construction. An extension for a specific period of time may be approved by The Committee upon request of the Applicant.

All proposed changes in plans that were approved by The Committee shall be re-submitted to it for review and potential approval.

### **General guidelines:**

- a. Staking of the precise dimensions of the proposed construction onsite, prior to the cutting of any trees or grading, in order to minimize the cutting of trees and to achieve harmony with the positioning of houses on adjacent lots.
- b. Distinctive but compatible structures.
- c. Wood/Earth tone exterior colors.
- d. Relatively steep roof slopes (6/12 or greater).
- e. Multiple sides – not box like.
- f. Fuel Storage Tanks: All fuel storage tanks shall be installed in compliance with Otsego County codes and regulations. Accordingly, all fuel storage tanks must be located a minimum of ten (10) feet from any building. If above ground, fuel storage tanks shall not be located between the roadside and the front of either the house and/or garage structures. In all cases, fuel storage tanks must be concealed, by either natural or constructed means, from view of the street and golf course in a manner that is consistent and in architectural harmony with the site, its buildings, and landscaping.
- g. Minimum one-foot overhangs.
- h. Brick, stone, stucco, wood, or wood-grained siding for exterior materials
- i. Conventional construction.
- j. Fences: Fences shall not extend beyond the limits of the front view of the house and garage structure. They can extend into the backyard up to within 5 feet of the rear lot line. However, a fence cannot be located less than 35 feet from the rear lot line where the rear of the lot borders a golf course. Wood type fences can be natural, stained, or colored. Metal type fences shall be a black, dark brown, or dark green color. Fences shall not exceed 4 feet in height.
- k. Garages: No garage will be permitted on a single undeveloped or combination of undeveloped lots. Garage heights shall not exceed the height of the house structure. Garage colors and materials shall match the house structure. The garage area shall not exceed 75% of the homes first floor footprint unless a variance is granted. However, no garage shall be built exceeding a 36 feet width by 46 feet length. "Pole [JLFI] barns" are not permitted as they are by definition considered "a commercial use structure" and not intended for residential type use. Post and beam framing (Pole Building) may be used if, the garage door height does not exceed 10 feet (See Pic Page 11). State highway bridge underpasses are 14 feet; therefore, the maximum garage door height shall not exceed 14 feet. Garages whose door is between 10 feet and 14 feet high must use conventional framing (2x4 or 2x6) (See pictures Page 11). Garages whose door exceeds 10 feet with a post and beam framing would be considered a pole barn and not allowed per the Michaywé Master Deed Restrictions. All garages should have engineered roof trusses. Garages may not be used for permanent or temporary (greater than four weeks) living use.

**Garages in Michaywe with 14ft door height**  
**Stick built framing required for garages with doors exceeding 10ft in height.**



**Michaywe Garage with post and beam construction**

- l. Sheds: Sheds shall match the house and garage colors. Shed locations shall comply with standard setback dimensions and not be located in front of the roadside of the house or garage structure. One shed shall be permitted on a single or combination lot.
- m. Garden/Retaining Walls:
  1. Garden/Retaining walls shall be constructed of wooden timbers, decorative stone, or colored-decorative concrete.
- n. Permanent Signs:
  1. Commercial-Permanent signs shall have a minimum area of 50 square feet.
    - A permanent sign shall be a minimum of 10 feet from a property line.
    - Lighting shall not be permitted unless approved specifically by the MOA Board.
  2. Residential-Permanent signs shall have a maximum area of 6 square feet.
    - Lighting shall not be permitted unless specifically approved by the MOA Board.
- o. Exposed Basement/Foundation Walls: A maximum of 16 inches of basement/foundation wall may be exposed and untreated. A continuation of the house or garage material is a preferable use on remaining exposed surfaces. Alternative treatments may be considered provided they are approved by The Committee.
- p. Temporary Structures: Temporary structures may only be erected for a period of no longer than 5 days. No application or permit is required.
- q. Siding and Trim Specifications: Siding and trim specifications shall include the following:
  1. Wood: Natural wood sidings and trim to include the following, or equivalent, subject to Committee approval:
    - a) Fir or southern yellow pine T111, or RB&B.
    - b) Patterned and beveled siding (including ship-lap, log cabin, tongue and groove, and haida-skirl).
    - c) Cedar shingles and shakes.
  2. Composite: Composite wood sidings and trim to include the following, or equivalent, subject to Committee approval:
    - a) Textured overlay over O.S.B. substrate (i.e. Louisiana-Pacific Smart System).
    - b) Hardboard.



3. Masonry: Masonry treatments and trim to include the following, or equivalent, subject to Committee approval:
  - a) Brick or brick veneer.
  - b) Stone or stone veneer.
  - c) Fiber cement.
  - d) Dryvit or stucco.
4. Vinyl: Vinyl wood grain sidings and trim to include the following, or equivalent, subject to Committee approval:
  - a) Vinyl siding with a minimum thickness of .042 inches.
  - b) Vinyl siding with variegated (grained) pattern.
  - c) Board and batten.
  - d) Cedar shingle and shake (Nailite brand or its equivalent).
- r. Architectural Details: Wall spans of more than twenty feet (20') in length and ten feet (10') in height must include one or more of the following details:
  - a) Shutters.
  - b) Gable vents.
  - c) Band board.
  - d) Vertical, horizontal, and diagonal trim.
  - e) Gingerbread.
- s. Outdoor Wood Burning Furnaces: These units are prohibited within the Michaywé PUD.
- t. Antenna Towers: These units are prohibited within the Michaywé PUD. This guideline does not apply to commercial or non-Michaywé property.
- u. Guidelines for Factory Built Homes (BOCA): In addition to the above guidelines:
  - a) These homes *must have* a minimum 6 x 12 roof pitch
  - b) 1 ft. minimum overhang
  - c) 2 car attached garage. Garage must be offset from the home, minimum of 2 ft set back or forward of the home.
  - d) The home must have a covered front porch with gable roof.
  - e) Shutters or other aesthetic features.
  - f) Front elevation must be approved by the Site Development Committee.
  - g) Minimum 1,200 sq. ft. single story; 1,000 sq. ft. first floor of a two-story home.
  - h) Must be consistent with items (q) 1-4 and r above.

These guidelines and the Master Unique Added Subdivision Deed Restrictions are used so property can be developed into a beautiful, harmonious residential community. If disagreements occur, The Committee decision shall prevail. However, the applicant can appeal Committee decisions to the MOA Board.



**Site Visits:**

The Committee will conduct site review visits for the following events:

- a. Prior to approval of the building plan. **No trees are to be removed** until a site visit is made by the review Committee. During this visit, the need for a topography plan will be determined.
- b. Prior to installing footings, property lines should be easily marked to permit setback determinations.
- c. Prior to requesting an occupancy permit from the County.

**Note:** The builder is to advise the MOA Office **72 hours in advance** of events numbered b & c.

**Variances:**

Variances may be granted as provided within the Master Deed Restrictions Article VI Section 2(c). The Committee will review the request and provide input to the applicant.

**Section V**      **Fee Requirements**

1. Plans and specifications must be submitted for review and approval of all structures.
2. Fees:

<b><u>Project</u></b>	<b><u>Fee</u></b>
Fences/Walls	No charge
Propane Tanks	No charge
Sheds	No charge
Decks	\$55.00
Garages	\$55.00
Addition to House	\$55.00 up to 200 sq. ft. \$110.00 over 200 sq. ft.
New Houses	\$110.00 - Application must be completed and submitted with the building and site plans.
Plan Re-Review Fee	\$55.00 - Plans that exceed one year from date of approval and no construction has taken place will require re-review.

3. All fees should be paid to Michaywé Owners Association.

## **Section VI. Building Manual Revision Log**

Originally Adopted by the MOA Board of Directors on March 17, 2001

<b>Revision</b>	<b>Date</b>	<b>Publication Date</b>	<b>Description</b>
1	1/23/05	---	Deed Restriction changes (i.e., min. size changed to 1,200 sq. ft.)
2	1/23/08	9/08	Prohibit installation of outdoor wood burning furnaces
3	1/29/11	---	Revised fuel storage tank guidelines
4	12/6/12	12/12	General revision, updating, Committee name changed, and fee schedule revised
5	6/21/14	6/14	Revised Committee members; added Tower Antenna restriction, sample tree removal site plan, and applicant signature and date on applications
6	2/21/15	2/15	Revised Committee members; included garden/retaining walls
7	5/14/16	5/16	Added email address lines in applications and revised Committee members
8	9/23/17	9/17	Added conditionality of county permits being issued, tree cutting requirements, garage size, and number of sheds permitted
9	1/20/18	1/18	Added "applicant has read..." to Section III applications; clarified Section IV Tree Removal App and added "reason for tree removal"; clarified exterior completion requirements in Section V
10	10/5/18	10/18	Removed committee member
11	12/27/18	12/18	Tree Removal Applications removed
12	6/22/19	6/19	Roof pitch note added
13	9/26/20	9/20	BOCA Home guidelines added
14	5/15/21	5/21	Garage guidelines clarified





## **Member, Guest & Public Use Rules and Regulations** **for the Michaywé Amenities**

The purpose of this policy is to:

- Outline the requirements for use of the Michaywé Amenities by MOA Members, their guests and/or the public
- Provide rules and regulations specific to each Michaywé Amenity as allowed for in the *Third Amended Declaration of Covenants, Conditions, and Restrictions for the Michaywé Common Properties*
- Offer a Recreational Membership to the public at a cost to be set by the MOA Board of Directors

### **1) Michaywé Restricted Amenities** – For MOA Members in Good Standing and their Guests

#### **1) MOA Membership Card** - A wallet-sized card required for admittance to and use of all restricted amenities:

- Swimming Pool Complex (Pools) - Outdoor Swimming Pool, Indoor Swimming Pool, Hot Tub, Sauna, Pool Patio, and all connecting hallways.
- Tennis Courts
- Opal Lake Park
- Cross Country Ski Trails

MOA Members in Good Standing will receive MOA Membership Cards that will be used to access the Michaywé Restricted Amenities. Two (2) cards will be issued per property owner. Replacement cards may be issued upon request for an additional fee.

**MOA STR Card** - Michaywé short-term rental property owners will also receive a MOA STR Card for use by their renters. These cards will be required for admittance to and use of the following amenities:

- Swimming Pool Complex (Pools) - Outdoor Swimming Pool, Indoor Swimming Pool, Hot Tub, Sauna, Pool Patio, and all connecting hallways.
- Tennis Courts
- Cross Country Ski Trails

Two (2) cards will be issued per property owner. Replacement cards may be issued upon request for an additional fee.

#### **2) Pool Security Card (PSC)** - In addition to the MOA Membership Card, a proximity card will be required for admittance to the pools. This is an opt-in program only for those who wish to access the pools. MOA Members in Good Standing may purchase up to two (2) PSC's per property unit for \$15 each. Replacement cards may be issued upon request for the PSC fee plus \$20. The original card will be disabled.

**Short-Term Rental Pool Security Card (STR PSC)** - Michaywé short-term rental property owners who want access to the pools for themselves and/or their renters will be required to purchase a STR PSC. Short-Term Rental Owners in Good Standing may purchase two (2)



STR PSC's per property unit for \$200. The STR PSC charge will recur annually and the amount will be determined by the MOA Board of Directors. Replacement cards may be issued upon request for the non-rental PSC fee plus \$20. The original card will be disabled.

### **Michaywé Restricted Amenity Regulations**

- All users must adhere to all individual facility rules and regulations.
- Users must sign in when applicable and may be required to present a valid MOA Membership Card or MOA STR Card when requested by management, staff, and/or volunteers. Anyone found to not be in possession of the proper cards will be asked to leave the premises.
- Guests of MOA Members may access the restricted amenities without the Member(s) being present with the Member's Membership Card, and when necessary, a PSC.
- Short-Term Renters may access the swimming pool complex, tennis courts, and cross-country ski trails with a MOA STR Card, and when necessary, a STR PSC. Short-Term Renters are prohibited from using the Opal Lake Park.
- Short-Term Renters are prohibited from bringing guests when using the pools.
- Groups of eight (8) or more wishing to use a Michaywé Restricted Amenity must make arrangements in advance with the MOA Administrative Staff. A preapproval form may be obtained from the MOA Offices during regular business hours or online at Michaywé.com.
- Children under 14 years old must be accompanied by an adult when using the Pools.
- The sauna and hot tub operate at high temperatures and are too hot for infants and children; therefore, children under 16 years old are prohibited from using the hot tub and sauna.
- Children who are not toilet-trained must wear swim diapers. A \$100 fine may be levied if the pool must be closed and corrective actions taken due to the presence of fecal matter.

**B. Michaywé Public Amenities** – The following Michaywé Amenities are open to the public and charged prevailing prices for their services:

- Inn the Woods Restaurant
- Michaywé Pines Golf Course

#### **Recreational Membership Passes**

Recreational Membership Passes are available to the public for the current dues rate plus \$100 per year. The Recreational Membership Pass includes two MOA Membership Cards and one PSC that allows the same Michaywé Restricted Amenity access as is allowed to Michaywé Members in good standing.

A Recreational Member may also purchase one (1) additional PSC at the same rate charged to MOA Members in Good Standing.





Recreational Membership Pass holders are eligible for MOA Property Owner rates at the Michaywé Pines Golf Course.

**Definitions** (taken from the *Third Amended Declaration of Covenants, Conditions, and Restrictions for the Michaywé Common Properties*)

1. "Good Standing" shall mean that a Property Unit, Owner and/or Member has made all payments due and payable to the Association for dues, special assessments, fine and any other fees or charges assessed to Owner, Member and Property Unit, and that the Owner and occupants of the Property Unit are in compliance with the provisions of these Restrictions, and the Master Deed Restrictions for the Michaywé Community, excluding violations of Article IV of the Master Deed Restrictions for the Michaywé Community and fines related to those violations, if such violations are under appeal.
2. "Member" shall mean and refer to the holder of the Membership in the Michaywé Owners Association acquired by each Owner of a Property Unit in the Restricted Property in the Michaywé Owners Association, as an incident of ownership of such Property Unit.
3. "Membership" shall mean and refer to that automatic interest acquired in the Michaywé Owners Association by each Owner of a Property Unit in the Restricted Property, as an incident of ownership of such Property Unit.
4. "Owner(s)" shall mean and consist of the record owner, whether one or more persons or entities, of the fee simple title or a land contract vendee's interest in each Property Unit. When more than one person or entity is the Owner of a Property Unit, all such persons or entities shall collectively be deemed Owner. If any Owner enters into a Land Contract for the sale of a Property Unit and the Land Contract or a Memorandum thereof has been properly recorded in the Office of the Otsego County Register of Deeds, then in such a case, the Land Contract Purchaser shall be deemed to be the Owner for the purpose of this definition.

The MOA Common Property Deed Restrictions Article 2, Sections 1, 2 & 4 shown below have been included as this policy is based on these restrictions.

***Third Amended Declaration of Covenants, Conditions, and Restrictions  
for the Michaywé Common Properties***

**Article 2, Section 1. Owners Right of Enjoyment.**

Every Owner shall have a limited, perpetual right of use and enjoyment in and to the Michaywé Common Properties, which right shall be appurtenant to the ownership of a Property Unit, subject to the terms of this Declaration, the Master Deed Restrictions for the Michaywé Community, Association Documents, and all rules and regulations of the Association.

**Article 2, Section 2. Limitation of Rights of Use.**

The rights of each Owner in and to the Michaywé Common Properties shall also be subject to the following limitations:

- A. In order to prevent the overcrowding and over use of the Michaywé Common Properties, the use and the right to benefit from and utilize services and programs associated therewith, those rights shall be limited to Benefiting Members and Designated Users, as defined and designated below:
  1. Benefiting Members. Each Owner may designate in writing a maximum of two Benefiting Members per Property Unit. One of the individuals so designated must have an ownership interest in that Property Unit (directly, or as beneficiary or trustee of a trust or as an officer or principal of a legal entity having an ownership interest in that Property Unit), and shall be the long-term (more than 31 days per year) principal occupant in residence on the Property Unit, shall be an individual who has occupancy rights to the Property Unit in a trust, or shall be an officer of a corporation or a principal in legal entity that has an ownership interest in that Property Unit. The second Benefiting Member shall be his/her spouse. If the first individual so designated does not have a spouse, another individual who meets the same qualifications as for the first designated Benefiting Member may be designated as





*the second Benefiting Member. The Benefiting Members(s) may be changed by an Owner a maximum of one (1) time per calendar year, excluding changes resulting from a change of ownership, by filing a new notice in the manner herein provided.*

2. *Designated Users. If any Owner is the Owner of more than one Property Unit, the Owner acting as Member of the Association, may designate by written notice for each additional Property Unit owned, an adult, his or her spouse and their legal dependents to receive the Services and Benefits described in this Declaration, but subject to the conditions stated herein, in the Master Deed Restrictions for the Michaywé Community, Association Documents and applicable Rules and Regulations. Such persons shall be known as "Designated Users" and shall have the same rights as Benefiting members defined in Subsection (1) above. The Designated Users may be changed no more than one time per calendar year. For long-term rental of a residence with a written lease of more than thirty-one (31) days, the services and benefits described in this Declaration may be transferred to the renters who will then become Designated Users. A written notice to the Association by the Owner is required and may be made at any time occupants under such written lease may change.*
3. *Written designations. All Owners of a Property Unit shall execute and file with the Association a written designation of Benefiting Members or Designated Users for each Property Unit owned, which designation shall be subject to change by all Owners of each Property Unit upon written notice to the Association. In the event all Owners of a Property Unit fail to execute and file such a written designation with the Association, no persons shall be entitled to the use of those Common Properties (except those open to the public for a fee, such as the golf course, restaurant and bar), and the right to benefit from and utilize services and programs associated therewith, on behalf of that Property Unit.*

**Article 2, Section 4. Delegation of Use.**

*Use of the Michaywé Common Properties shall be restricted to Benefiting Members or Designated Users whose property units are in good standing. Any Benefiting Member or Designated User whose property units are in good standing may delegate, in accordance with the duly promulgated rules and regulations for the Michaywé Owners Association, his/her right of enjoyment to use of the Michaywé Common Properties to the members of his/her immediate family, his/her tenants, guests, and invitees. Such rights of delegation shall not exist in the absence of duly promulgated rules and regulation for the Michaywé Owners Association. These limitations on usage shall not apply to the use of those facilities that are open to the public and charged prevailing prices for their services such as the Pines Golf Course, restaurant and bar.*

This document supersedes any prior Policy, Resolution, or Board action concerning the subject matter contained herein unless specified otherwise.

Revision Log:

- Addition of MOA STR Card and MOA STR PSC 11-18-17
- Addition of Pool Security Card for Swimming Pool Complex access 4-22-17
- Policy rewritten and approved on 9-21-13
- Amended the last paragraph to reflect a revised MOA Golf Cart Policy approved on 8-24-13
- Initial policy adopted on 5-19-07

This policy was approved by the MOA Board of Directors at the November 18, 2017 Regular Board Meeting, at which a quorum was present.



## **Opal Lake Park Rules & Regulations**

These Rules & Regulations are based on the Opal Lake Park *Declaration of Restrictions* (dated June 16, 1977 and amended on December 15, 1978) and the Ingham County Court *Permanent Injunctive Order #13599-C* (dated February 4, 1974) by which MOA is legally bound.

### **Eligibility**

Michaywé property owners in good standing and their guests (guests in the home) may use Opal Lake Park. "Members in-good-standing" are those owners who have paid their annual dues and assessments in full and have a current MOA Membership Card. Short-term renters are not eligible to use Opal Lake Park.

### **Rules**

1. Opal Lake Park shall be used only during daylight hours, except for limited special evening use that has been pre-approved by the MOA General Manager.
2. The MOA Board of Directors shall determine the hours the Park will be open (weather permitting) and a sign stating these hours shall be posted on the gate leading into the Park.
3. From Memorial Day to Labor Day, and at such other times as the beach premises are open for use, an attendant shall be on duty during the hours posted.
4. An attendant may not be present during non-principal hours of use when the Opal Lake House has been rented for a private party or when an association social function is scheduled.
5. Motorized boats, jet skis, or other similar devices meeting the intent of this policy are prohibited from accessing the beach and/or park at any time except in the case of an emergency. This includes loading or unloading passengers and picking up or discharging water skiers from any motorized watercraft launched elsewhere on Opal Lake.
6. Michaywé property owners may launch and/or land up to fifteen small non-powered boats from Opal Lake Park at one time these vessels must be owned by Michaywé Owners Association. Small non-powered boats include kayaks, paddleboards, canoes, or other similar devices. Association staff reserves the right to refuse access from the Park to maintain compliance with the Opal Lake Park Restrictions.
7. **Swimmers swim at their own risk.**
8. Children under 12 should swim only within buoys and must be accompanied by a responsible adult.
9. Picnics are encouraged, but cleanup afterwards is the responsibility of the Member(s).
10. **NO** smoking is allowed inside the House, on the deck, or on the beach. Smokers are required to extinguish their cigarettes in appropriate receptacles.





11. Be prepared to present a current MOA Membership Card to the attendant when signing in upon arrival. Members are required to sign in regardless of the presence of an attendant.
12. Maximum Capacity: 1) 50 automobiles in parking lot and 2) 120 persons at the park.
13. Picnicking and breakable objects are not permitted on the beach.
14. No campfires, firepits, or any other similar devices allowed. The only exception is for MOA-owned propane and/or charcoal grills used for cooking food.
15. No electronic media players of any kind shall be used without headphones. Loud speakers are not permitted.
16. **Pets are not allowed** on Park property at any time.

#### **Group Reservations**

Michaywé property owners in good standing may rent the Opal Lake House on a first come, first served basis by completing an *Opal Lake House Rental Application* and reserving an available date with the MOA Office. IMPORTANT NOTE: Rentals allow exclusive use of the kitchen, front room, and deck. The beach and restrooms will remain open to all Members using the Park during the time of the rental.

#### **Revision Log:**

- 6-20-20: Policy amended to comply with the Permanent Injunctive Order # 13599-C
- 2-22-20: Policy amended to define principal hours of use and small non-powered boats.
- 9-23-17: Policy changed to Rules & Regulations and re-written
- 9-20-14: Minor changes made to coincide with current practices.
- 5-14-11: Policy language restated and modified to allow select events to continue past the 7:00 pm park closing time with the approval of the General Manager.

This policy was adopted by the MOA Board of Directors at their regular meeting on June 20, 2020 at which a quorum was present.





As stated in the deed restrictions below, there are conditions that must be met when offering a home in Michaywé as a short-term rental.

**Article VI.1(b) Short-Term Rental of Residences.** For purposes of this Section 1, short-term rentals for temporary housing, defined as a rental of 31 days or less, of any dwelling used primarily as a residence by the Owner thereof, as described herein, shall not be considered a commercial use, and the Association hereby grants a revocable license permitting the same as long as the following restrictions and issued rules and regulations are met. Qualifying short-term rentals of any residential dwelling shall be permitted, provided they do not exceed more than a total of twenty-five (25) rentals per calendar year not exceeding a combined total of 150 days per calendar year, subject to the following conditions. The Owner shall be responsible to ensure that (i) the renters' conduct is consistent with a residential community, (ii) the renters shall comply with the applicable requirements in these Restrictions and applicable rules and regulations of the Association, (iii) the renters do not create an annoyance or nuisance to neighbors, and (iv) a method has been established to immediately correct any violations with the renters while the renters are occupying the dwelling. The Association is granted the authority to develop, issue and enforce reasonable and appropriate rules and regulations in support of these provisions concerning short-term rentals. Further, the Association has the authority to rescind and subsequently reinstate the above license for individual Property Units and Owners who fail to maintain compliance with these requirements. Short-term renters (lessees) shall have no standing in the Association and are not entitled to any benefits and privileges from the Association. The Association shall develop, publish and maintain reasonable and appropriate procedures to be used in all rescission and reinstatement decisions.

To protect the property rights of all Michaywé property owners, the Rules & Regulations below are intended to further define the requirements of all short-term rentals within Michaywé.

1. Short-term rental property owners shall be members in good standing as defined in the deed restrictions below. Any short-term rental property owner failing to maintain their status as a member in good standing will automatically forfeit their revocable short-term rental license.

**RESTRICTIONS FOR THE MICHAEL WE RESTRICTED PROPERTY**

**Article IV.3(d) Standing.** A Property Unit, Owner, and/or Member is/are in good standing on a specified date if all payments due and payable to the Association for dues, special assessments, fines and any other fees or charges assessed to the Owner, Member and Property Unit, have been fully paid, and the Owner and occupants of the Property Unit are in compliance with the provisions of these Restrictions, excluding violations of Article VI and fines related to those violations, if such violations are under appeal.

Short-term rental property owners who have forfeited their revocable short-term rental license must petition the MOA Board of Directors to be reinstated as a licensed short-term rental. The MOA Board of Directors may impose a reinstatement fee at their discretion.

2. Short-term rental property owners shall register each rental property with MOA Office. Registrations must include:
  - Rental address
  - Lot number
  - Emergency (24/7) phone number(s) that the rental owner shall provide to surrounding property owners



- Property Owner name, address, and phone number
  - If applicable, property manager (Agent) name, address and phone number
2. Short-term rental property owners shall:
- Inform the MOA Office in writing within 10 days of any changes in the Short-Term Rental Registration Form
  - Post the *Rental Rules* included below in a conspicuous location inside the rental unit
  - Ensure that renters obey all federal, state, and local laws, the applicable requirements in the Michaywé Deed Restrictions, and the Rental Rules below.
  - Ensure that renters' conduct is consistent with a residential community and does not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties. Examples may include:
    - Inappropriate, lewd, or offensive behavior
    - Loud music, activities, or conversations that may be disruptive to a neighbor. **Quiet time begins at 10:00 pm.**
    - Overcrowding of rental unit - occupants exceed the registered sleeping capacity
  - Campfires must be contained and attended or extinguished.
  - Ensure that renters obey the applicable requirements in the deed restrictions and these Rules & Regulations. Examples may include:
    - Use of unauthorized vehicles and equipment on Association property, such as ATV's, privately-owned golf carts, or snowmobiles on the golf course is prohibited
    - Misuse of Association property and/or after hours trespassing on Association property such as unauthorized or inappropriate use of the golf course
    - Parking of recreational vehicles and equipment (ex: RV's, campers, boats, utility trailers, ATV's, snowmobiles, or any other equipment that meets the intent of these rules) in designated areas only, which shall comply with the Michaywé Deed Restrictions, the MOA Recreational Vehicles & Equipment Rules & Regulations, and the Otsego County Ordinance
  - Monitor the property for compliance with the Deed Restrictions and these Rules & Regulations
  - Owners (or their Agent(s)) shall take successful corrective actions or appear on the premises within two hours following notification of issues related to the use or occupancy of the premises
3. To use the Michaywé swimming pools, renters must possess a valid Rental Guest Card and the property owner's current Rental Pool Security Card (PSC).
- Renters shall NOT provide pool access to anyone not residing at the rental property.
  - Pool access for parties of 8 or more must be pre-approved in writing by the MOA Office.
4. Fines & Penalties - As stated in the deed restrictions below, the owner of a short-term rental is ultimately responsible for all violations that occur.





**SECOND AMENDED AND RESTATED DECLARATION OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MICHAYWÉ RESTRICTED PROPERTY**

*Article VII, 1 General. The violation by any Owner, Member, Benefiting Member, Nonmember occupant, tenant or guest of any of the provisions of the Governing Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the Owner of the Property Unit involved. Such Owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Owner to any portion or part of the Michaywé Community, including Property Units, Common Areas, Restricted Property, and Michaywé Recreational Properties.*

In addition to the fines outlined in the deed restrictions, the MOA Board may impose further penalties for short-term rental violations which include, but are not limited to:

- First violation – Written Warning
- Second violation - \$250 and MOA Board Hearing
- Third violation - \$500, MOA Board Hearing, and suspension or revocation of rental license

These Rules & Regulations were approved by the MOA Board of Directors at their regular meeting on August 18, 2018 at which a quorum was present.

**Revision Log:**

- Added clause requiring STR owners to be members in good standing 8-18-18
- Housekeeping amendments approved on 11-18-17
- Initial policy adopted on 9-23-17





# Welcome to Michaywé!

## Rental Rules

Please remember that Michaywé is a residential community with many family homes. Appropriate conduct is expected during your stay.

1. Renters must obey all federal, state, and local laws, the applicable requirements in the Michaywé Deed Restrictions, and these Rental Rules. Examples may include:
  - a. Zero tolerance for underage drinking or criminal activity
  - b. Use of unauthorized vehicles and/or equipment such as ATV's, privately-owned golf carts, or snowmobiles, is prohibited on Association property
  - c. No misuse of Association property and/or after hours trespassing on Association property, such as unauthorized or inappropriate use of the golf course
  - d. No overnight guests of renters that would exceed the maximum occupancy limit of this rental unit
  - e. Renters shall NOT provide pool access to anyone not residing at the rental property.
  - f. Pool access for parties of 8 or more must be pre-approved in writing by the MOA Office.
2. Renters will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties.
  - a. No inappropriate, lewd, or offensive behavior
  - b. Loud music, activities, or conversations that may be disruptive to a neighbor. **Quiet time begins at 10:00 pm.**
  - c. Campfires must be contained and attended or extinguished.
  - d. Parking of recreational vehicles and equipment (ex: RV's, campers, boats, utility trailers, ATV's, snowmobiles, or any other equipment that meets the intent of these rules) in designated areas only

**MAX OCCUPANCY:** \_\_\_\_\_



## **MOA Short-Term Rental Registration Form**

### **Rental Information**

**Address**

**Lot #**

**Rental Landline Phone #**

**Maximum Occupancy #**

### **Emergency Phone #'s\***

**Name #1:**

**Position:**

**Phone #:**

**Name #2:**

**Position:**

**Phone #:**

### **Owner Information**

**Member ID**

**Name**

**Home Address (non-rental)**

**Phone #**

### **Property Manager (Agent) (If Applicable)**

**Name**

**Address**

**Phone #**

**Rental Owner Sign & Date:**

THIS CONTACT INFORMATION SHALL BE PROVIDED TO THE SURROUNDING NEIGHBORS BY THE RENTAL OWNER: Per the Deed Restrictions Article IV, Sec 1, (b), (iv) "a method has been established to immediately correct any violations with the renters while the renters are

owner - agent - other:

owner - agent - other:

\*By signing this form, I give my consent to MOA to provide the emergency phone numbers listed on this form to surrounding property owners in accordance with the deed restrictions. This is an exception to the MOA Books & Records Policy.



### **Accounting Practices Policy**

The books and accounting for MOA and all subsidiary organizations shall be kept according to U.S. GAAP (General Accepted Accounting Principles) as established by the FASB (Financial Accounting Standards Board). Presentation format of financial data will be consistent with the annual financial report prepared by the independent accounting firm engaged by MOA.

This document supersedes any prior Policy, Resolution, or Board action concerning the subject matter contained herein unless specified otherwise.

#### **Revision Log**

August 24, 2013	Policy language restated to correct " <i>generally accepted accounting practices</i> " to " <i>Generally Accepted Accounting Principals (GAAP)</i> ." Also removed the requirement to adhere to the American Institute of Certified Public Accountants (AICPA) and the Audit and Accounting Guide for Common Interest Realty Associations (CIRA.)
June 16, 2007	Initial Policy Adopted

This policy was approved by the MOA Board of Directors at their regular meeting held on August 24, 2013 at which a quorum was present.

### **Financial Information Policy**

Supplementary financial information (which may include any financial summaries, segment reporting, and special analyses) included in the Business Review shall be generally consistent with U.S. GAAP (General Accepted Accounting Principles) as established by the FASB (Financial Accounting Standards Board,) and any data presented will be consistent with the financial books of record for MOA.

This document supersedes any prior Policy, Resolution, or Board action concerning the subject matter contained herein unless specified otherwise.

#### **Revision Log**

August 24, 2013	Policy language restated to reflect the modified accrual method of accounting in use by MOA rather than the fund accounting method used in the prior policy. Also added the requirement that these reports be generally consistent with GAAP.
June 16, 2007	Initial Policy Adopted

This policy was approved by the MOA Board of Directors at their regular meeting held on August 24, 2013 at which a quorum was present.





## **MOA Books & Records Policy**

The MOA Bylaws Section 10.03 states:

*Section 10.03 The following records of the association shall be available for inspection (and/or copying) by the members in accordance with a written policy adopted and revised from time to time by the board for the purpose of minimizing the burden on, and disruption to, the MOA staff and management in responding to record requests:*

- a) Minutes of member meetings.*
- b) Minutes of board meetings, except those of executive sessions.*
- c) CPA's Annual Financial Statements Reports.*
- d) Written policies adopted by the board.*
- e) Records expressly authorized by the Board of Directors.*
- f) The following records are subject to the policy, but also require a statement of proper purpose:*
  - i. Record of members (i.e. their names and last known addresses).*
  - ii. Existing MOA contracts (except employment contracts), promissory notes, and security instruments; and*
  - iii. Prior fiscal year filed tax return (or other governmental filings) excluding any personnel information.*

*With reference to "executive sessions", those are meetings of the board relating to employee discipline, member misconduct, personal matters relating to a member or employee, business or legal strategy, communications with (or relating to) legal counsel, contract negotiations or other matters which are deemed by the board to have a potential negative impact on the association if disclosed.*

### **PURPOSE**

The purpose of this policy is to define procedures for requesting, inspecting, and/or copying Association records identified in the MOA Bylaws Section 10.03.

### **INSPECTION & COPYING OF RECORDS**

Members in good standing shall have the right to inspect and/or copy Association records in accordance with this policy. A member may authorize an attorney or other designated representative in writing to conduct the inspection or request copies on their behalf.

A member who wants to inspect and/or copy the Association's records shall submit a written request to the Association's Secretary or General Manager on the attached *MOA Records Request Form*. Requests may be submitted in the following manner:

- In person
- By mail:

MOA Board of Directors - Records Request  
1535 Opal Lake Road  
Gaylord, MI 49735



- Faxed to 989-939-8511. To ensure a prompt response, faxed requests should contain the term "MOA Records Request" on the first/cover page
- E-mailed to [gm@michaywe.com](mailto:gm@michaywe.com) or [board@michaywe.com](mailto:board@michaywe.com). To ensure a prompt response, e-mail requests should contain the term "MOA Records Request" in the subject line.

The request must specify the record(s) desired, including pertinent dates or periods, whether the request is for inspection and/or copying, and sign the request stating that the information provided shall not be used for personal financial gain or commercial purposes. A request must sufficiently describe a record to enable the Association to find it. All records requests pertaining to MOA Bylaws Section 10.03 must include an explicit statement of purpose by the requestor. The Association's Board of Directors may deny access to such records, if the purpose is deemed improper.

A verbal or incomplete request for Association records shall be denied and the requestor shall be referred to this policy. The Association will have no further obligation to respond until a proper written request is submitted.

No member may submit more than one request for inspection and/or copying of records in a 30-day period, and there is a maximum limit per request of 20 records totaling no more than 200 pages. If a request exceeds these limits, the Association shall provide records for inspection in the order requested up to the limit. The member shall then submit additional written request(s) until the original request has been fulfilled. Additional requests are subject to the same rules and restrictions as the original inspection request.

All inspections shall take place at the Association's office or at such other location as the Association designates. Inspections shall be by appointment only, during the normal operating hours of the Association's business office. No member shall remove original records from the location where the inspection is taking place and the records shall not be altered in any way.

**Records available for inspection:**

- Association Balance Sheet, effective as of the end of the preceding fiscal year.
- Association Statement of Income for the preceding fiscal year.
- Association Statement of Source and Application of Funds for the previous fiscal year, if one was prepared.
- Minutes of member meetings.
- Minutes of board meetings, except those of executive sessions.
- CPA's Annual Review.
- Written policies adopted by the Board.
- Records expressly authorized by the Board of Directors (i.e. Treasurer's Monthly Reports, Monthly Financial Reports, Committee Reports approved by the MOA Board).

**Records requiring a statement of proper purpose:**

- Records of members (i.e., their names and last known addresses) excluding telephone numbers, e-mail addresses, and any other information that is not publicly available
- Existing MOA contracts (except employment contracts), promissory notes, and security instruments





- Prior fiscal year filed tax return (or other governmental filings) excluding any personnel information.

### **MOA RESPONSE**

Within 30-days of receipt of a records request, MOA will issue a response. If a request has been received by fax or e-mail, the request is deemed to have been received on the following business day. MOA will respond to a request in one of the following ways:

- Grant the request
- Issue a written notice denying the request.
- Grant the request in part and issue a written notice denying in part the request
- Issue a written notice that due to the nature of the request, MOA needs an additional 30-days to respond.
- Issue a written notice indicating that the requested record is available at no charge on the MOA website.

### **COPYING OF RECORDS**

If a member has requested copies of records, their request form shall list the specific record(s) for which copies are desired.

During an inspection, if a requestor decides that they want copies, they may place a tab, clip, or Post-It note upon the page(s) desired and applicable fees will be due upon receipt of the copies.

### **FEES**

If the request is granted, or granted in part, MOA will ask that payment be made for the allowable fees associated with responding to the request before the record is made available.

If MOA has made a good faith calculation that the total fee for processing the request will exceed \$30.00, MOA will require that a deposit be provided in the amount of 50% of the total estimated fee. When MOA requests the deposit, it will provide a non-binding best effort estimate of how long it will take to process the request following receipt of a deposit. Charges and/or deposits for MOA records requests may be paid in cash, by personal check, or credit card, but not applied to a property owner account.

### **Labor Costs**

- All labor costs will be estimated and charged in 15-minute increments with all partial time increments rounded down.
- Labor costs will be charged at the hourly rate of \$25 per hour.

### **Copying, Duplication, and Mailing Costs**

MOA must use the most economical method for making copies of records, including using double-sided printing, if cost-saving and available.

- **Non-paper Physical Media**
  - The cost for records provided on non-paper physical media, such as computer discs, flash drives, or other similar media will be at the actual and most reasonable economical cost for the non-paper media. This cost will only be assessed if MOA has the





technological capability necessary to provide the record in the requested non-paper physical media format.

- **Paper Copies**

- Paper copies of records made on standard letter (8-1/2 x 11) or legal (8-1/2 x 14) sized paper will cost \$.15 per sheet of paper.
- Copies for non-standard sized sheets of paper will reflect the actual cost of reproduction.

- **Mailing Costs**

- The cost to mail records will use a reasonably economical and justified means.
- MOA may charge for the least expensive form of postal delivery confirmation.
- No cost will be made for expedited shipping or insurance unless requested.

### **CONDUCT**

Members inspecting and/or requesting copies of records shall conduct themselves in a professional and courteous manner and shall not interfere with or disrupt the operations of the association. Members shall not exercise their inspection and/or copying rights to harass another member, resident, association agent, officer, director, or employee.

### **ENFORCEMENT**

Violation of this policy shall result in the immediate suspension of the violator's inspection and copying privileges, and they shall be required to appear for a hearing in front of the Board of Directors.

### **Revision Log**

- 9-23-17: Policy rewritten and approved
- 9-21-13: Made retroactive to 7-1-12
- 8-24-13: Policy re-written and approved

This policy was passed by the MOA Board of Directors at their regular meeting held on September 23, 2017 at which a quorum was present.



Michaywé

## **MOA Records Request Form**

Date of Request: \_\_\_\_\_

Member Name: \_\_\_\_\_ (MUST BE "IN GOOD STANDING")

Address: \_\_\_\_\_ Lot #: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Pursuant to MOA's *Books & Records Policy*, I hereby request access to the following records:

1.) \_\_\_\_\_

Specific Reason for Request: \_\_\_\_\_

2.) \_\_\_\_\_

Specific Reason for Request: \_\_\_\_\_

3.) \_\_\_\_\_

Specific Reason for Request: \_\_\_\_\_

4.) \_\_\_\_\_

Specific Reason for Request: \_\_\_\_\_

I have read and understand the MOA *Books & Records Policy* and agree to its terms as stated.

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

-----  
**MOA OFFICE USE**

Received By: \_\_\_\_\_ Date: \_\_\_\_\_ Date Response Required: \_\_\_\_\_ 30-Day Extension: \_\_\_\_\_

Response (circle one): GRANTED - GRANTED IN PART - DENIED - DENIED IN PART (Attach response to this form when complete)

Amount Due: \$ \_\_\_\_\_ MUST BE PAID IN FULL BEFORE INFORMATION IS RELEASED



### **Code of Conduct for MOA Directors Policy**

Whereas, the Board of Directors ("Board") of Michaywé Owners Association ("MOA") has the authority and responsibility to make decisions for the benefit of the entire community, and

Whereas, the Board wishes to ensure that it and its individual members ("Directors") maintain a high standard for ethical conduct in the performance of MOA's business, and to ensure that MOA Members maintain confidence in and respect for the entire Board;

Now, Therefore, **BE IT RESOLVED THAT** the MOA Board of Directors hereby adopts the following rules of conduct, standards of behavior, ethics, and enforcement procedures that are applicable to all Members of the Board:

A. Directors shall act in the best interests of MOA as a whole.

Directors serve for the benefit of the entire community, and shall at all times, strive to do what is best for MOA as a whole. Directors shall not use their positions as such for private gain, for example:

1. No Director shall solicit or accept, directly or indirectly any gift, gratuity, favor, entertainment, or loan of any other thing of monetary value from a person who is seeking a contractual or other business or financial relationship with MOA.
2. No Director shall seek preferential treatment by the Board, any staff member, any of its committees, or any contractors or suppliers.
3. No Director shall accept a gift or favor made with the intent of influencing a decision or action on any official matters.
4. No Director shall receive any compensation from MOA for serving on the Board.
5. No Director shall willingly misrepresent facts to advance a personal cause or influence the community to advance a personal cause.
6. No Director shall use his/her position to enhance his/her financial status through the use of certain contractors or suppliers.
7. No Director shall undertake those responsibilities and assignments that he/she cannot reasonably expect to perform with professional competence. He/she will exercise due professional care in the performance of their duties.

The above list of examples is offered for illustration purposes only and is not intended to be inclusive.

B. Directors shall comply with governing documents and relevant law.

Directors shall use their best efforts at all times to make reasonable decisions that are consistent with the governing documents of MOA, and to be familiar with all such documents. Directors shall likewise comply with and make decisions that are consistent with all applicable laws, including but not limited to refraining from discriminating against any person on the basis of race, color, religion, natural origin, gender, family status, or mental or physical disability.

C. Directors shall set high standards for themselves as Association Members.

Directors shall hold themselves to the highest standards as Members of MOA, and shall in all ways, comply with the provisions of MOA's governing documents.





- D. Directors shall work within MOA's framework and refrain from unilateral actions.  
Directors shall at all times work within MOA's framework and abide by the system of management established by MOA's governing documents and the Board. The Board shall conduct business in accordance with state law and MOA's governing documents, and shall act upon decisions duly made, and no Director shall act unilaterally or contrary to such decisions. Toward that end, no Director shall seek to have a contract implemented that has not been duly approved by the Board, nor promise anything not approved by the Board to any contractor, supplier or otherwise.
- E. Directors shall not knowingly misrepresent facts.  
Directors shall not knowingly misrepresent facts in order to achieve any measure of personal gain for themselves, or any affiliated persons or companies from which he/she may benefit. All decisions and representation made to MOA must be made with the best interest of MOA in mind.
- F. Directors shall behave professionally at meetings.  
Directors shall conduct themselves at all meetings, including Board Meetings, Annual Meetings, Committee Meetings and other Meetings of the Members, in a professional and businesslike manner. Personal attacks against other Directors, Association Members, Association Management & Staff or guests are not consistent with the best interests of the community and will not be tolerated. Language at meetings shall be kept professional. Though differences of opinion are inevitable, they must be expressed in a professional and businesslike manner.
- G. Directors shall maintain confidentiality when appropriate.  
Directors shall at all times maintain the confidentiality of all legal, contractual, personnel and management matters involving MOA. Directors shall also maintain the confidentiality of the personal lives of other Directors, Association Members, and Association Management & Staff.
- H. Directors shall disclose conflicts of interest.
1. Directors shall immediately disclose in writing to the Board any perceived or potential conflict of interest regarding any aspect of the business operations of MOA.
  2. No Director, the Director's extended family, or any employee of the Director's employer may accept unearned fees or other forms of remuneration that may actually be or appear to be a conflict of interest. Any engagement of a company or individual that is related to any member of the MOA Board in any way must be disclosed to the MOA Board in writing.
  3. A Director who is also engaged in the practice of another profession shall not perform such other services for MOA while serving as an MOA Board Member, if the performance of such services is likely to result in a perceived or real conflict of interest.
  4. Any dealings with related parties must immediately be fully disclosed to the MOA Board Chairperson and abstentions and/or recusal must be entered on all voting and discussion issues relating to the contractors.



- I. Directors shall refrain from defaming anyone in community.  
Directors shall not engage in defamations, by any means, of any other Director, Association Members, or Management Staff Member. MOA shall deem any Director who engages in defamations to be acting outside the scope of his/her authority as a Director.
- J. Directors shall refrain from harassing Association Members.  
Directors shall not in any way harass, threaten, or otherwise attempt to intimidate any other Director, Association Member or management staff member. MOA shall deem any Director who harasses, threatens or otherwise attempts to intimidate other Directors, Association members or management staff members to be acting outside the scope of his/her authority as a Director.
- K. Directors shall refrain from interfering with management, staff, and contractors.  
No Director shall interfere with the duties of management, staff, or any contractor executing a contract in progress. All communications with contractors must go through one designated Director or management staff member, or must otherwise be in accordance with Board policy.
- L. A Director shall not use any funds being held for MOA business for their own personal use.  
All funds must be segregated either through bank accounts or accounting records.
- M. A Director shall avoid connecting with Association members on Social Media sites by limiting their virtual relationships they can avoid issues surrounding favoritism and ever-present fiduciary duty issues. Directors must refrain from posting comments about the community or community issues on any website that is not designated as an official community site.

I have read the above MOA Policy on CODE of CONDUCT for MOA DIRECTORS dated October 24, 2020 and agree to abide by its declarations.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This document supersedes any prior Policy, Resolution, or Board action concerning the subject matter contained herein unless specified otherwise.



#### Revision Log

- Policy re-written and approved 12-28-10
- Minor house-keeping edits and date changes 8-26-17
- Social Media conflicts added 4 17 2021

This policy was approved by the MOA Board of Directors at their regular meeting on May 15, 2021 at which a quorum was present.





## **Committees Policy**

### **Requirements for MOA Committees**

The ultimate responsibility of all Michaywé sponsored activities or efforts rests with the Board of Directors, but the Association's daily operational efforts shall be supported, administered, and monitored by the General Manager. A very important support structure of the Michaywe Owners Association is the use of volunteer committees that perform many important tasks. This document describes the basic conditions for each committee's operation.

1. Committees may be standing or ad hoc:
  - a. Standing committees are permanent and formed to do assigned work on an ongoing basis.
  - b. Ad hoc committees are formed for a specific task or objective and dissolved after the completion of the task or achievement of the objective.
2. The purpose for each committee must be clearly stated. Committees may be permanently established or exist for a specific time-limited purpose.
3. Each committee shall keep records of their actions and report to the Board President via the General Manager.
4. Each committee may consist of:
  - a. Chairperson
  - b. Specified number of Members
  - c. Appropriate Staff Members
  - d. Sub-committees when appropriate
5. Members of the committees shall represent the collective interests of the Association.
6. Chairperson and voting committee Members must be MOA Members in good standing.
7. Committee chairpersons shall be appointed by the Board President and approved by the Board.
8. Potential committee members may be recruited by the committee chairperson or be self-nominated, and shall be subject to the approval of the committee they wish to join.
9. Each committee shall be encouraged to have members with varying views and interests
10. Potential conflicts of interest must be disclosed and avoided when possible.
11. The General Manager shall maintain a list of all active committees and the chairperson of that committee.

#### **Revision Log:**

- This policy was updated at the Sep. 21, 2013 Board meeting. The changes placed operational control of all but two committees back to the General Manager and the Board Liaison position was removed.

This policy was approved by the MOA Board of Directors at their regular meeting held on September 23, 2017, at which a quorum is present.



## **Dues Payment Methods Policy**

The *Second Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property, Article V. Association Finances* outlines which property units are subject to assessment of Association dues, the amount of the annual dues, the acceptable uses of the annual dues, and the enforcement powers of the Association against those who become delinquent with their dues. Regarding the timing of payments, the Deed Restrictions specifically state in *Section 1. Properties Subject to Assessment* that *...such annual charge is to be paid by each Owner for each Property Unit annually, in advance, on the first day of January of each year, or in installments including reasonable processing fees as may be provided by the Association...*

Therefore, Members may choose one of the following payment plans each year, which will allow them to remain a Member in Good Standing if the terms are met:

### **Payment Plans**

1. **Annual Payment** – One annual payment of \$480 per property unit is due on or before January 1<sup>st</sup>.
2. **ACH Payment\*** – Ten (10) monthly payments beginning January and ending in October. Currently, this payment option is \$50 per month per property unit. The attached *Authorization Agreement for Preauthorized Payments* must be completed on or before December 1<sup>st</sup> for each year that a Member wishes to participate.
3. **Semi-Annual Payment\*** - \$250 per property unit due on or before January 1<sup>st</sup>; and \$250 per property unit due on or before June 1<sup>st</sup>. A Member must notify the MOA Office of their intent to participate in this plan when submitting the first payment.

\*An administrative fee of \$20 per lot will be assessed to this payment option.

### **Accepted Forms of Payment**

1. **Cash** – Cash will only be accepted when paying in person and a signed receipt will be provided by the Payee.
2. **Personal Check or Business Check** – Checks must bear the full name, address, and phone number of the Payer as well as the property unit number on the memo line. Starter checks will not be accepted. The Payer will be responsible for all fees and costs related to an insufficient funds transaction.
3. **Credit Card or Debit Card** – MOA accepts major credit card or debit card payments for dues and related charges.
4. **ACH Transaction** – The Payer must complete an *Authorization Agreement for Preauthorized Payments* form annually, which allows MOA to electronically transfer funds directly from the Payer's bank account to MOA's bank account.

This document supersedes any prior Policy, Resolution, or Board action concerning



the subject matter contained herein unless specified otherwise.

**Revision Log:**

- 4-18-09 - Initial policy approved.
- 8-26-17 - Updated dues of \$480 per property unit. Removed credit card processing fee. Removed monthly payment plan option. Reorganized information to be concise.

This policy was approved by the MOA Board of Directors  
at their regular meeting on August 26, 2017.





## **Golf Cart Policy**

Only official or authorized MOA golf carts/motorized vehicles are allowed access to the Michaywé Pines Golf Course and/or the Michaywé cross country ski trails. Any violation of this policy shall be subject to the MOA Deed Restriction enforcement.

### Revision Log

9-23-17: Removed low speed vehicle section

2-22-14: Removed "*Licensed and*" from the beginning of paragraph 1, and "*Unlicensed and/or*" from the beginning of paragraph 2

8-24-13: Amended the first sentence to focus on actions rather than persons

6-25-11: Support for electric golf carts - LSVs

7-13-02: Include all unlicensed motorized vehicles.

6-22-02: Initial policy adopted

This policy was approved by the MOA Board of Directors at their September 23, 2017 regular meeting at which a quorum was present.



## **Maintenance & Reserve Policy**

### **Purpose:**

A Maintenance & Reserve Fund\* (M&RF) shall be established by the MOA Board of Directors for the purpose of repairing or replacing high expense assets where the costs for such maintenance and/or repair is outside of normal or routine care.

### **Policy:**

The funds deposited in the M&RF shall be used for the repair and replacement of assets and properties owned by the Michaywe Owner's Association and its subsidiaries. Funds deposited to the M&RF may be made monthly, quarterly, semi-annually or annually. However, all contributions shall be in the M&RF by December 31<sup>st</sup> of each year. The Board of Directors has the responsibility to establish criteria and periodically review a listing of all the assets for inclusion on the M&RF asset list. The funds may only be used for the repair, replacement, or maintenance of assets. The Board must establish a separate fund and the funds may not be commingled with operational funds.

### **Procedure:**

The MOA Board shall determine an amount to be deposited in the M&RF during the annual budgeting process. The funds in the M&RF shall be invested in short-term federal or state insured securities or certificates of deposit. Interest earned on investments shall remain in the M&RF.

The M&RF asset list will show the original value of the item and projected replacement and/or repair cost. In addition, the asset list will show the estimated replacement and/or repair date. The Board does not have to spend the amount allocated to each asset on the estimated date.

The general manager, with the approval of two officers of the Association, is authorized to withdraw monies from the M&RF, provided that the item to be repaired or replaced is on the approved asset list and the amount withdrawn does not exceed \$10,000. Release of funds in excess of \$10,000.00 must be approved by a simple majority vote of the Board of Directors.

If the entire cost of a repair or replacement is not available from the M&RF, the difference may be made up from monies allocated to other items on the list, if the use of such monies will not adversely deplete the M&RF in such a way as to present a serious risk for the Association. If there continues to be a short fall of money to complete the repair or replacement of an approved asset, then money may be allocated from the general fund if available. In addition, the Board may borrow money to facilitate the repair or replacement of an approved asset.

The Board may authorize the use of the M&RF for emergency repair of assets not included in the Asset List, provided that such use of money shall fall within the intent of this policy and involve repair or replacement of an item that has been unintentionally omitted or deleted from this list.

If this policy conflicts in any way with the governing documents of MOA, then the provisions of the governing documents shall be followed, notwithstanding any provisions of this policy.



Michaywé

This document supersedes any prior Policy, Resolution, or Board action concerning the subject matter contained herein unless specified otherwise.

**\*Notes:**

- The Maintenance & Reserve Fund is called the "Reserve Fund" in the Common Property Deed Restrictions.
- The "Maintenance and Recreation Fund" referenced in the MOA Bylaws is the annual property owner dues - not the M&RF.

**Revision Log:**

- 12-19-09: This policy was re-written and approved
- 8-26-17: Reference to the Maintenance & Reserve Fund was changed from "The Fund" to "the M&RF". A footnote was added to clarify that the M&RF is referred to as "Reserve Fund" in the Common Property Deed Restrictions.

This policy was approved by the MOA Board of Directors at their regular meeting on August 26, 2017 at which a quorum was present.





### **Meeting Minutes Policy**

The MOA Secretary shall assign the General Manager or designate to prepare clear and succinct meeting minutes for all official MOA Board and Town Hall Meetings. At minimum, Association meeting minutes must include:

- Directors present and whether a quorum was present
- All motions, the name of the individual making the motion, the name of the individual supporting the motion, the resulting vote count, and whether the motion passes or fails
- At meetings where an Open Forum is held, the name of each member who presents an issue and a summary of each issue presented
- The date of final approval

Board meeting minutes must be approved by the MOA Board of Directors at one of their regular meetings. Once approved, they shall be the official record of the meeting. Approved meeting minutes will be available for member inspection and copying at the MOA Offices, and will be posted on the Members Only page of the MOA website.

MOA Annual Members' Meeting Minutes and/or Special Members' Meeting Minutes must be approved by the members physically present at a subsequent Annual Meeting of the Association. Prior to membership approval, the MOA Board will review a draft of the minutes and approve the content at a regular board meeting. The approved draft minutes will then be available for member inspection and copying at the MOA Offices, and will be posted on the Members Only page of the MOA website.

#### Revision Log

9-23-17: Removed from Books & Records Policy and re-written

This policy was approved by the MOA Board of Directors at their September 23, 2017 regular meeting at which a quorum was present.



## **Member Open Forum Policy**

The purpose of an Open Forum during regular monthly board meetings is to:

- Allow all members-in-good-standing the opportunity to provide feedback to the Board of Directors
- Allow for constructive criticism
- Provide general information to the Board of Directors
- Ensure that everyone has an opportunity to express an opinion or ask questions

Open Forum at regular Board meetings will be conducted as follows:

At each meeting, 45 minutes will be allotted for open forum. The 45 minutes will be divided between the number of members wishing to speak.

The following will apply at all MOA member meetings:

1. Members must maintain decorum, and refrain from speaking until recognized by the chairperson. Members should hold all questions until reports are finished, then raise their hand and wait to be recognized.
2. Members shall speak only after the person who has the floor has finished.
3. When speaking, Members must abide by time limits set by the meeting chairperson.
4. Personal attacks on Board members, fellow Association Members or Employees will not be tolerated. and the member may be asked to leave the meeting if such behavior continues.
5. Members must address all remarks to the chairperson and not any individual member, whether or not in attendance.
6. Members may speak a second time only after everyone who wishes to speak has spoken.
7. Members may only speak twice on any one issue subject to the discretion of the meeting chairperson.
8. Members must comply with all orders made by the meeting chairperson, including an order to step down.
9. Members will behave with common courtesy and civility at all times.
10. Members must use cordial, courteous, and non-threatening language during the meeting.



This document supersedes any prior Policy, Resolution or Board action concerning the subject matter contained herein unless specified otherwise.

**Revision Log:**

- Policy passed on 4-14-07
- Changed the first bullet from "members" to "members in-good-standing" on 8-26-17

This policy was approved by the MOA Board of Directors at their August 26, 2017 regular meeting at which a quorum was present.





## **Deed Restriction Violation Fines Policy**

The *Second Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property, Article VII*. The violation by any Owner, Member, Benefiting Member, Nonmember occupant, tenant or guest of any of the provisions of the Governing Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the Owner of the Property Unit involved. Such Owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Owner to any portion or part of the Michaywé Community, including Property Units, Common Areas, Restricted Property, and Michaywé Recreational Properties.

The Board of Directors, without the necessity of an amendment to The *Second Amended and Restated Declaration of Master Covenants, Conditions and Restrictions for the Michaywé Restricted Property* may make such changes in said fines or adopt alternative fines, including the indexing of such fines to the rate of inflation, provided notice of such changes is distributed to all Designated Representatives at least thirty (30) days before the same shall become effective.

Fines upon finding of a violation of any of the provisions of the Governing Documents, or after default of the offending Owner, the following fines may be levied:

- |   |               |
|---|---------------|
| 1. FIRST NOTICE OF VIOLATION                                | No Fine       |
| 2. SECOND NOTICE OF VIOLATION                               | \$75.00 Fine  |
| 3. THIRD NOTICE OF VIOLATION                                | \$150.00 Fine |
| 4. FOURTH NOTICE OF VIOLATION AND ALL SUBSEQUENT VIOLATIONS | \$500.00 Fine |

Collection of the fines levied shall be assessed against the Owner and shall be due and payable in full no later than thirty (30) days from the date the notice of the fine is mailed to such Owner, or Designated Representative at the address for such Owner or Designated Representative as shown in the official records of the Association. Failure to pay the fine will subject the Owner to all liabilities set forth in the Governing Documents including, without limitation.

This document supersedes any prior Policy, Resolution, or Board action concerning the subject matter contained herein unless specified otherwise.

### **Revision Log:**

- 11-21-2020 - Initial policy approved.

This policy was approved by the MOA Board of Directors at their regular meeting on November 21, 2020.



## **Policy Regarding Michaywé Homeowners Association Deed Restriction Officer**

**BACKGROUND:** Michaywé' is a deed restricted community. The deed restrictions were originally created at the time the association was established and over time modified to maintain the appearance and visual continuity of the community. The Michaywé' management has the authority and responsibility to enforce the deed restrictions as published. A complete list of deed restrictions is available online on the Michaywé' web site or in person at the Michaywé' Owners Association (MOA) office. For purposes of enforcing the deed restrictions a Deed Restriction Officer (DRO) is employed by the MOA. It is the responsibility of the property owner to comply with the deed restrictions.

**PURPOSE:** The purpose of this policy is to define the roles, responsibilities, and behavior of the DRO.

**GENERAL:** The DRO will act in a professional manner when interacting with the property owners. The DRO will routinely canvas the community to identify potential deed restriction violations. The canvassing will take place from the road level.

The DRO will not enter any property for the purpose of identifying a potential deed restriction violation. In the event that a restriction violation is identified, the DRO will approach the property owner using the front door of the home. The DRO will explain the violation to the property owner and will work cooperatively with the homeowner to resolve the violation.

The objective of the DRO is to identify the needed corrective action and the time frame in which the corrective action should be completed. It is the desire of the DRO to mutually resolve the violation with the property owner to avoid the issuance of a formal violation notice.

In the event that the violation is not corrected in a timely manner, or by an agreed upon date, the DRO may issue a formal violation notice that thoroughly identifies the violation and the formal notice will include the fee associated with the violation, Formal notices will be delivered via US mail.

Any property owner may elect to restrict the DRO from approaching the home for the purpose of discussing a deed restriction violation. In this case the property owner must complete a form that is available in the MOA office that states the property owners desire to avoid contact with the DRO. In this case a formal violation will be delivered to the property owner along with the fine amount associated with the identified violation.

Fines upon finding of a violation of any of the provisions of the Governing Documents, or after default of the offending Owner, the following fines may be levied:

1. FIRST NOTICE OF VIOLATION No Fine, 2. SECOND NOTICE OF VIOLATION \$75.00 Fine. 3. THIRD NOTICE OF VIOLATION \$150.00 Fine. 4. FOURTH NOTICE OF VIOLATION AND ALL SUBSEQUENT VIOLATIONS \$500.00 Fine

This policy was approved by the MOA Board of Directors at their regular meeting on August 21, 2021

## Agreement of Intent to avoid Michaywe DRO contact

Name \_\_\_\_\_

Street Address \_\_\_\_\_

Lot Number (s) \_\_\_\_\_

I understand that by entering into this agreement that the Michaywe Deed Restriction Officer will not enter my property or properties to discuss any potential deed restriction violation(s) with me. I further understand that any deed restriction violations on the property or properties identified above will be treated as formal violations and that I will receive notification of the violation and the fee associated with the violation via US Mail. I further understand that I am responsible for payment of the fee (s) and for rectification of the violation (s) within 30 days of the receipt of the formal notification.

For the property owner:

Name \_\_\_\_\_ Date \_\_\_\_\_

For Michaywe Owners Association:

Name \_\_\_\_\_ Date \_\_\_\_\_