

## Bylaws of the Winchester Village Home Owners Association

The Name of the Association is Winchester Village, a subdivision in Rochester Hills, Michigan, Oakland County hereinafter referred to as the Association.

- I. **Personal Application** - All current owners of property in Winchester Village are eligible for Membership in the Association. All present or future owners, tenants, future tenants are subject to the regulations set forth in these Bylaws and governing documents of the Association (reference the Declaration of Restrictions, Covenants and Conditions (DRC&C) of the Winchester Village Sub. No. 1 Liber 8165 pages 731 – 747 and Liber 9106 pages 777 - 785).

### II. **Membership, Voting and Meeting of Members**

#### A. **Membership and Voting**

1. **Membership.** Every person who is an Owner as defined in Article I, Section G of the DRC&C shall be a member of this Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for Membership, and such Membership shall continue until such time as the Owner's ownership terminates, at which time his/her Membership shall automatically cease. Proof of Membership (such as a deed), if called for by the Association must be provided to the Secretary of the Association (or other designated representative) prior to any rights of Membership being exercised.
2. **Voting of Members.** Members shall be all those Owners as defined above. Voting rights are based on one vote per Lot owned. When more than one person holds title, all such persons collectively shall be the Member (for the Lot in question). The vote shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot in compliance with Article II, Section 3 of the DRC&C. The Association shall be entitled to presume that any ballot tendered by one or more Owners of the Lot was the result of agreement by the other Owner(s). If conflicting ballots are cast by Owners, none will be counted.
3. **Suspension of Member's Rights.** Members are subject to suspension of membership for voting purposes if they fall delinquent in paying their dues after 60 days.
4. **Majority of Owners.** As used in these Bylaws, the term *majority of owners* shall mean those Owners entitled to cast fifty-one percent (51%) of the total votes.

#### B. **Meeting of Members and Notice**

1. **Annual Meeting.** Annual meetings of the Membership shall be held each year at the time and place indicated in the notice described in **Subsection 3** below.
2. **Special Meetings.** Special meetings of the Members may be called at any time by the President or by a majority of the Board of Directors. A special meeting shall be called upon presentation of a written request of ten percent (10%) of the Membership unless the subject is a dispute which is resolved prior to the date set or the subject is not for a lawful purpose. No action may be taken at a special meeting that does not fall within the purpose stated on the meeting notice.

3. **Notice of Meetings.** Written notices of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call a meeting not less than fifteen (15) days nor more than thirty (30) days before such meeting. The notice shall specify the place, day, and hour of such meeting. Written notice for special meetings must include the purpose of the meeting. Notice of a meeting shall be deemed to be received when delivered to the member's address, the member's email or seven (7) days after first class mailing.
4. **Assessments.** Annual assessments (dues) are determined by dividing the approved budget by the total number of lots. In the event an increase to the annual dues is required to support the new budget, the increase must be approved in writing by seventy-five (75%) percent of the voting members and/or proxies voting in person at the meeting as specified in Article IV, Section 2A of the DRC&C.  
In the event that extraordinary expenses are incurred by the Association, for which the annual assessment is not sufficient, a special assessment per Lot will be determined. The assessment must be approved by seventy-five (75%) percent of the vote of the members who are voting in person or by proxy at a meeting called for this purpose as defined in Article IV, Section 3.
5. **Quorum for Special Assessments.** Written notice of a meeting called for the purpose of approving a special assessment shall be sent to all Members not less than 15 days or more than 30 days in advance of the meeting. The presence at the meeting of the Members or proxies entitled to cast, sixty (60%) percent of all votes shall constitute a quorum. If the required quorum is not present or represented at the meeting, another meeting may be called, subject to the same notice requirement, and the required quorum shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the adjourned meeting per Article IV, Section 4 of the DRC&C's.
6. **Proxies.** At all meetings of Members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary.
7. **Conduct of Meetings** – All Membership meetings shall be conducted in a manner consistent with generally accepted procedures of parliamentary procedure. The order of business of all meetings shall be as follows: (a) roll call; (b) proof of notice of meeting or waiver of notice; (c) approval of minutes of preceding meeting; (d) reports of officers; (e) reports of committees, (f) election of inspectors of election; (g) election of Directors; (h) unfinished business; and (i) new business.
8. **Action by written or electronic Ballot.** Any action which may be taken at a regular or special meeting of Members may be taken without a meeting if a proper ballot is prepared containing all the legal requirements of Michigan Code.
9. **Action Without Meeting.** Any action, which under provisions of the Michigan Nonprofit Corporation Act may be taken at a meeting of the Owners, may be taken without a meeting if authorized in writing signed by all of the Owners who would be entitled to vote at a meeting for such purpose, and filed with the Secretary.
10. **Minutes.** Minutes shall be recorded at all meetings and available for review by Owners within fourteen (14) days after a meeting in final form. Minutes are to be posted on the Winchester Village HOA website.

### III. Board of Directors

- A. **Number** - The affairs of this Association shall be managed by a Board of Directors who are members of the Association. The Agreement for Planned Unit Development, Liber 8137 page 119, states that the Board of Directors shall consist of no less than five (5) members nor more than fifteen (15) members. No two Members of the same household shall serve on the Board at the same time.
- B. **Term of Office** – Directors shall serve for one year starting in January and ending in December. Directors may be re-elected for board positions for up to ten (10) consecutive years.
- C. **Removal** – The entire Board of Directors, or any individual Director, may be removed from office when his/her removal is approved by a majority of the Members of the Association. Any vacancy created by removal shall be filled by election of the new Director(s) by the Owners. Any Director whose removal is proposed shall receive a chance to address the Membership at the meeting called.
- D. **Vacancy** – If any Director misses three (3) consecutive Board meetings which have officially been convened without a valid reason to not attend, that Director forfeits his/her right to remain on the Board, and the remaining Board Members may declare the position of that director vacant, by majority vote. The remaining Directors may then choose a successor by election among them to serve out the unexpired term of the Director who forfeited his/her position on the Board for failure to regularly attend Board meetings.
- E. **Compensation** – No Director shall receive compensation for any service he/she may render to the Association in his/her capacity as a Director. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties which have been approved prior to expenditure by the Board of Directors. A Director may be compensated for time and materials for work performed outside of their board duties upon approval of the board.

#### IV. **Nomination and Election of Directors**

- A. **Nomination** – Nomination for election to the Board of Directors shall be made by Members of the Association by completing a Nomination Form on the WV HOA Website and submitting it prior to the annual meeting.
- B. **Election** – Election to the Board of Directors shall be by secret written ballot. At such elections, the Members or their proxies may cast one vote per Lot. The persons receiving the largest number of votes shall be elected. A vote for a director nominated may be cast by a member by mail or email, provided such ballot is received one (1) day prior to the annual meeting. A Member not personally present at the meeting but who has so cast his/her ballot shall be counted a present at the meeting for quorum purposes.

#### V. **Meetings of Directors**

- A. **Regular Meetings.** Regular meetings of the Board of Directors shall be held at least quarterly at such place and hour as may be fixed from time to time by resolution of the Board. Notice shall be given to each Director, at least twenty-four (24) hours, prior to the meeting if any rescheduling is required.
- B. **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than forty-eight (48) hour notice to each Director.
- C. **Emergency Meetings.** In any situation where action is needed and either a special or regular meeting will not suit the purpose, the Board of Directors may handle the action as follows:

The Board member first notified shall make a good faith attempt to notify each and every other Board member and call a meeting at the earliest possible reasonable time. If it appears sufficient Board members are not available for a meeting, said contact person shall attempt to get a consensus from the Board member as to what action is to be taken, and shall be the subject of a request for ratification at a later Board meeting. The contact person shall make every possible attempt to achieve at least a majority consensus before taking any specific action.

- D. **Quorum** – A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.
- E. **Action without Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all or a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors so long as reasonable attempts were made to contact all Directors prior to action being taken. Directors shall have seventy-two (72) hours to respond before the final decision vote is cast. Non-emergent issues valued at more than five (5%) percent of the annual budget must be reviewed at regular meetings

## **VI. Powers and Duties of the Board of Directors.**

- A. **Powers.** The Board of Directors shall have the power to:
  - 1. Conduct, manage and control the affairs and business of the Association and to adopt rules and regulations consistent with the DRC&C's relating to use of the common areas, neighborhood restrictions, etc. and to establish penalties for the infraction thereof.
  - 2. Suspend the voting rights during any period in which such Member is in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for any infractions of published rules and regulations for a period of sixty (60) for any infraction of any rules and regulations adopted and published by the Association.
  - 3. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by official provisions in the Bylaws and Articles of the Association.
  - 4. Select all officers, agents, a manager, an independent contractor, banks or such other employees and/or businesses as they deem necessary, and to prescribe their duties.
  - 5. Levy, collect and enforce dues and assessments by any means provided herein, and by Michigan Law.
  - 6. Take whatever action necessary to discharge a lien against the property of Owners delinquent in paying dues.
  - 7. To sue others, in the name of the Association, and sue Owners to collect delinquent assessments or cure a violation of any restrictions, covenants, rules or regulations of the Association where deemed advisable or necessary.
- B. **Duties.** It shall be the duty of the Board of Directors to:
  - 1. Cause to be kept a complete record of all its acts and corporate affairs.
    - a. Records of yearly inspections, issues and resolutions, costs and overall maintenance plans for the Detention Pond, Storm Drains and Brick Wall. Document(s) to be posted on the HOA website for Homeowner visibility and to maintain an ongoing history.

- b. Results of Homeowner's requests for exterior modifications and the board's response to the homeowner.
  2. Delegate powers to committees, officers or employers and supervise all officers, agents, and employees of the association and to see that their duties are properly performed.
  3. As more fully provided herein:
    - a. Send written notice of each increase in regular assessment or imposition of special assessment to every Owner ninety (90) days before the increase or assessment becomes due.
    - b. Assessments not paid within the ninety (90) days are deemed delinquent and subject to a fee of seven percent (7%) per year commencing as of the date of the statement.
    - c. In its discretion, foreclose a recorded lien against any properties for which assessments are at least 60 days delinquent, or to bring an action at law against the Owner personally obligated to pay the same.
  4. Issue, or to cause an appropriate officer to issue, upon demand by any person or entity entitled to receive that information, a certificate or status letter setting forth whether or not any assessment has been paid. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
  5. Procure and maintain adequate liability (offering protection for not less than one million dollars (\$1,000,000) per occurrence), hazard, and other risk insurance on property owned by the Association.
  6. Cause the common areas and utility laterals to be maintained.
  7. Cause all taxes and assessments against the property of the Association which are or could become a lien on the common areas to be paid when due.
  8. Fulfill the annual financial reporting requirements as required by law by distributing to all Members.
- C. **Budget Information.** The Association shall prepare and share with all of the Members the following prior to and/or at the annual meeting.
  1. The estimated revenue and expenses for the next year. To be included with the annual meeting notice prior to the annual meeting.
  2. A summary of the Association's reserves. To be shared at the annual meeting and posted with the meeting minutes on the HOA Website.
  3. **Delinquent Assessment Policy.** Prepare and maintain a statement describing the Association's policies and practice in enforcing lien rights or other legal remedies for default in payment of its assessment against its' Members annually. To be posted on the HOA Website.
  4. Enforce applicable provisions of the DRC&Cs by any lawful means or procedures, as deemed in the best interests of the Association.
- D. **Prohibited Acts.** The Board shall not take any of the following actions, except with the vote or written consent of a majority of the voting power of the Association:
  1. Entering into a contract with a third person wherein the third person will furnish goods or services for the common areas or the Association for a term longer than one (1) year.
  2. Entering into any service agreement for the properties which is not terminable by the Association in 30 (days) days or less with or without cause, upon written notice thereof. The term of any such agreement may not exceed 1 (one) year.
  3. Filling a vacancy on the Board of Directors created by a removal by the Board of Directors. Such vacancy must be filled by election by the Members.

- E. **Resignation and Removal.** Any officer may be removed from office with cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- F. **Vacancies.** A vacancy due to resignation in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.
- G. **Duties.** The duties of the officers are as follows:
1. **President.** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall ensure the HOA's good standing as a non-profit and acts as the official representative of the Association. The President shall coordinate the board activities and assignments to ensure that progress is made and communicated to the board, shall monitor the Winchester Village Board email box to ensure homeowners' requests/complaints are responded to; may sign checks if necessary, and has possession of one of the board's two (2) debit cards.
  2. **Vice President.** The Vice President shall have the authority to act in the place and stead of the President in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board. The VP shall work with the president to ensure compliance to the HOA deeds and restrictions and to evaluate and secure contractors for common area maintenance and has use of the HOA debit card as needed.
  3. **Secretary.** The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses. The Secretary shall perform such other duties as required by the Board. The Secretary has use of the HOA debit card as needed.
  4. **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and may disburse such funds as directed by resolution of the Board of Directors; signs all checks and/or authorizes electronic payments to ensure all HOA bills are paid on time and has possession of one of the board's two (2) debit cards. The Treasurer keeps proper books of account; prepares an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, pursuant to the financial distribution requirements set forth in Article VI, Section C. The Treasurer manages the collection of yearly HOA dues, notifies homeowners when they are delinquent and places liens against their property after a delinquency of 60 days. The Treasurer maintains the formal member address list that contains all relevant information about the homeowner's property and contact information. He/she shall also maintain the HOA email contact list so that it is in sync with the member address list and maintain the address label file to ensure that it is also in sync with the Member address list.
  5. **Members At Large.** Members at Large are full board members. The Board Members at Large role consists of participating in board meetings, providing input on key decisions, and contributing expertise or guidance on matters relevant to the organization's mission and objectives. At-large members do not have assigned responsibilities, enabling them to be available to assist the other board members as needed.

VII. **Bylaws.** The Association, by the Board of Directors, shall adopt and maintain By-Laws, which such By-Laws shall be binding upon the Owners in the same manner and to the same extent as the DRC&C of the Winchester Village Subs.

The By-Laws may be amended from time to time by the affirmative vote of two-thirds (2/3) of the Members at any regular annual meeting or special meeting of the Association called for that purpose. No change to the By-Laws shall be inconsistent with or contrary to the provisions in the Declaration.