

**SYLVAN BEACH RESORT COMPANY**

**MEMBERSHIP  
HANDBOOK**



**2025-2026**

**Published May 17, 2025**

## Community Above All

For over 130 years, Sylvan Beach Resort Company has thrived on the foundation of community above all - a tradition of shared responsibility, mutual respect, and active engagement.

Our long-term success is built upon: the dedication of our members to one another, to governance, and to the stewardship of our cherished shared property.

Through cooperation and courtesy, we preserve the character of Sylvan Beach, ensuring that future generations inherit not just a place, but a legacy of community-driven care and commitment.

Using these foundational principles, our predecessors have established the guidelines, procedures, and policies that ensure smooth sailing through our seasons together.

Whether you are a fifth-generation member or experiencing Sylvan Beach for the first time, these standards are applied equitably to all, fostering fairness, continuity, and a shared sense of belonging.

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## SBRC TERMS & DEFINITIONS

For purposes of these Bylaws and Policies, the following terms shall have the meanings set forth below. These definitions are intended to reflect the governance framework of the Sylvan Beach Resort Company (the “Association”) and are informed by applicable laws of the State of Michigan, including the Michigan Nonprofit Corporation Act, MCL 450.2101 et seq., as well as relevant County and local regulations.

**Accessory Building, detached:** An independent structure, either temporary or permanent, used for housing, or storage activities, and shall comply with the regulations of the ordinance applicable to the main building. No part of a detached accessory building shall be used for independent living facilities for one or more persons. (*Fruitland Township* Article 3: General Provisions. Section 3.08 Accessory Buildings and Uses).

**Active Member (Bylaws Reference):** An individual or entity who is current with all dues and assessments levied by the Association within the required payment period and, in return, receives certain membership rights. In the Bylaws, this only refers to “Every person, combination of persons, beneficiaries of any trusts, or members of limited liability companies or partnerships, or other legal entity holding eleven or more shares of stock.”

**Associate 1 & 2:** A non-owner who pays dues to participate in community activities, amenities, services and communications. Associates with privileges include family members who regularly reside in or actively assist in the management of the cottage.

**Association** – When capitalized, this refers to the Sylvan Beach Resort Company (SBRC), a Michigan nonprofit corporation that holds title to certain real property and administers proprietary leases, governance, and Common Land for the benefit of its Shareholders.

**Association Property** – The entirety of the property owned by the SBRC, extending from shore to shore and between its north and south property lines.

**Common Ground/Parkland** – SBRC property not held in a lease agreement with a Shareholder. Examples include land where the Post Office, Wabaningo Club, Wabaningo garage, and Trailer Storage Park exist, as well as all internal driveways, roads, and land between leaseholds such as Ward and Bayne Streets.

**Dwelling/Cottage/Residence:** A building used or designed for use exclusively as a dwelling unit by one (1) family (*Fruitland Township* Article 3: General Provisions. Section 3.08 Accessory Buildings and Uses).

**Friends of Sylvan:** A non-owner individual or family who pays dues to participate in community activities, amenities, and communications. Recognition as a Friend of Sylvan member is by an approved application and granted solely at the discretion of the Board of Directors.

### Governance:

- **Bylaw** – A rule adopted by a majority vote of Shareholders to govern the Association’s affairs. Any change or modification shall also be approved by a majority vote of Shareholders. The Board shall present any leniency requests to Shareholders.
- **Policy** – A principle or course of action adopted by the Board of Directors.
- **Rule** – An understood and time-tested regulation governing conduct within Sylvan Beach. Rules provide further explanation but do not limit the scope of SBRC Bylaws.

**Guest:** An individual invited by an owner to temporarily reside at their dwelling without payment or other compensation. When the owner is not present, this use is subject to the Association's Cottage Use Policy, including registration, duration limits, approval requirements, and compliance obligations. Or, an individual invited by an owner making daytime-only visits to enjoy Association amenities, excluding member-only activities and events.

**Immediate Family:** Parents, siblings, spouse, or child by blood, adoption, or marriage (*State of Michigan*). Variances of this definition are added in parentheses when the definition has been modified by Shareholders.

**Individual Shareholder:** Any person, or group of persons, who collectively or individually holds one or more shares of stock associated with a specific Lease. An Individual Shareholder may hold a fractional or full ownership interest in the Lease. For voting purposes, the shares associated with a Lease are voted as a unit through one designated **representative**, regardless of how many Individual Shareholders are associated with the Lease or their percentage of ownership. Usage rights, including access to the Lease property and participation in amenities, may be exercised by all Individual Shareholders, subject to applicable policies and agreements.

**Lease:** The proprietary lease agreement between the Association and a Shareholder, granting exclusive occupancy and residential use of a designated lot. Leases and stock shares are inseparable and require Board approval for transfer.

**Leasehold:** Refers to the property interest held by a cottage owner who leases land from the Sylvan Beach Resort Company (SBRC). Under this arrangement, the cottage owner (leaseholder) has the right to use and occupy a designated lot for a specific term, as defined in the lease agreement with SBRC. While the leaseholder may own the cottage structure and accessory buildings themselves, the underlying land remains the property of SBRC (the landlord).

**Lessee:** The party or parties who has signed the Lease agreement and have the contractual right to occupy the property based on that agreement.

**Personal Property** – Residences, docks, boathouses, stairs, garages, etc., that are individually owned by a Lessee(s).

**Primary Contact** –To ensure clear and consistent communication, each Leaseholder must designate one Individual Shareholder as the Primary Contact. This person will receive all official business communications, be responsible for communicating with all co-owners of the Lease, and be listed in bold in the Directory. Any changes to the Primary Contact shall be submitted to the Secretary.

**Property Fixture** – A seawall, riprap, or revetment that is considered a permanent fixture of a property.

**Renter (Tenant):** Any individual who occupies or uses a Shareholder 's or Associates' s premises in exchange for payment. Such occupancy shall constitute a rental and is subject to the Association's Cottage Use Policy, including registration, duration limits, approval requirements, and compliance obligations.

**Seasons:**

- **High-Season** – June 30 to the Monday of Labor Day weekend. This period applies to regulations regarding noise, personal items stored on Common Lands, and all behavior-related rules and policies.
- **In-Season** – May 15 to October 15 (excluding High-Season). During this period, trash, lawn, and water services are provided to Shareholder and Associate cottages.
- **Off-Season** – October 16 to May 14. During this period, year-round residents assume responsibility for trash, lawn maintenance, and snow removal.

**Shareholder/Member:** These terms refer to the Lease owner—defined as every person, combination of persons, beneficiaries of any trusts, or members of limited liability companies, partnerships, or other legal entities holding **eleven or more shares of stock** (see Article II, Section 1: Eligibility). The Shareholder/Member exercises **one vote per Lease**, representing all SBRC shares allocated to that Lease.

**Shoreline Parkland** – White Lake and Lake Michigan shoreline from the water to Leaseholds, including the current bluff on Lake Michigan, and White Lake, and the land under boathouses on the White Lake shoreline and seasonal docks.

## Is There an Application or Form for That?

Boat/Slip/Mooring Request (Shoreline)	Cottage Use Agreement (Rental)
Friends of Sylvan (Membership)	Lease/Shares Transfer (Board)
Modifications Proposal (Grounds)	Property Sale Declaration (Sales)
Purchase & Lease Transfer (Sales)	<i>The Jinks</i> Director (Activities)
Tree Trimming (Grounds)	Wab Club & Field Rental (Rental)
Wab Club Garage (Rental)	

All Forms can be found at [www.sylvanbeachmi.com/information/](http://www.sylvanbeachmi.com/information/)

# **SYLVAN BEACH RESORT COMPANY BYLAWS**

Amended July 26, 2023

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## ARTICLE I - PURPOSE

The purposes for which this Association is organized shall be those specific and general purposes set forth in the Articles of Incorporation of Sylvan Beach Resort Company (the "Association"). In furtherance of such purposes, this Association shall promote and maintain the safety, property values and general well-being of the shareholders of the Association and the property of the shareholders located within the Sylvan Beach Resort Company, Fruitland Township, Muskegon County, Michigan. The Association was incorporated on August 2, 1895, and continues to represent its shareholders with respect to matters now or hereafter concerning one or more of its shareholders regarding such property.

## ARTICLE II - MEMBERS

*Section 1. Eligibility.* Every person, combination of persons, beneficiaries of any trusts, or members of limited liability companies or partnerships, or other legal entity holding eleven or more shares of stock shall be eligible for membership in the Association, and no other person or legal entity shall be eligible for membership. Notwithstanding the foregoing, members of the family of an eligible Association member who live with the Association member shall enjoy the benefits of Association membership if the eligible member is an active member.

*Section 2. Members.* Notwithstanding Section I of this Article II, only eligible individuals who have currently paid any and all dues and/or assessments levied by the Association within the time periods for making such payments shall be considered active members of the Association. Only "active members" and their spouses shall be eligible for election or appointment as directors or officers of the Association. Only active members shall be eligible to vote on any matter coming before the Association for decision. As used in these Bylaws, the term "member" is defined to mean only an active member.

## ARTICLE III - DUES AND ASSESSMENTS

*Section 1. Dues and Assessments.* The annual dues and labor charges upon each dwelling shall be an amount recommended by the Board of Directors and approved by the shareholders representing a majority of shares outstanding at the annual meeting of the Association. They shall be due and payable sixty (60) days after the date on the statement published by the Treasurer; thereafter, a late charge may be added. The Board of Directors shall determine the amount of such late charge from time to time, provided that the Board of Directors shall apply such charge on a uniform basis in all cases during any calendar year. Annual dues will be levied to fund expenses for the general benefit of all members of the Association and will be billed semi-annually. Labor charges will be billed as work is completed. The Board of Directors shall determine the amount of any special assessments, which may only be levied to pay for labor, materials and services benefitting one or more common areas or for unforeseeable emergencies. Such special assessments in the aggregate shall not exceed Twenty Thousand

(\$20,000) Dollars in any fiscal year without the approval of a majority of the shares outstanding. Such annual dues and special assessments shall be levied on a reasonable and uniform basis, as deemed appropriate by the Board of Directors for the intended purpose of such levy.

*Section 2. Notice of Dues and Assessments.* The Board of Directors shall cause a notice of any dues and/or assessments of members to be delivered by first-class mail or by personal delivery. Except in the case of Association dues to be used for the general purpose of defraying costs incurred by the Association in the normal conduct of its business, the notice shall state the purpose of the levy and the method used to determine the amount of assessment.

*Section 3. Payment of Dues and Assessments.* Each member shall pay the amount of dues and/or assessments levied within the time period determined by the Board of Directors and set forth on the notice. The time period shall in no case be more than sixty (60) days from the date of notice, unless otherwise extended by the Board of Directors due to unavoidable hardship.

*Section 4. Default in Payment.* If taxes, dues, maintenance charges and/or assessments or other charges ("Charges") are not paid within the required time period set by the Board of Directors, they shall be considered as being in default. A member whose Charges are in default shall no longer be an active member of the Association and shall lose the privileges of active membership, as set forth in Section 2 of Article II. If a member's Charges are in default, the Association may impose a lien upon the stock and leasehold of the member, on which the Board of Directors may foreclose according to the same procedures established by the laws of the State of Michigan for foreclosure of mortgages, either by advertisement or by proceedings filed in Muskegon County Circuit Court. If a Director or officer of the Association loses the privileges of active membership, he or she shall immediately be relieved of the duties of such position. A member may again become an active member by paying to the Association all Charges in default (including those levied while a member but not an active member), with a late charge in an amount to be determined by the Board of Directors, to the date of payment. The Board of Directors, in its sole discretion, may waive any or all of the Charges and/or interest thereon in the event of special circumstances; provided, however, that such waiver shall be made only upon a seventy-five percent (75%) vote of the Board of Directors then in office. If a member has been relieved of his or her position as a Director or officer by virtue of a default hereunder, and such vacancy has not been filled, upon reinstatement as an active member such person shall again hold such position. If such vacancy has been filled, reinstatement as an active member shall not entitle such person to such prior position.

*Section 5. Allocation of Taxes.* Property taxes assessed to the Association during each calendar year shall be allocated and each shareholder's property taxes shall be determined as follows:

(a) The product of the taxable value of the dwelling and all

other improvements situated upon and the land comprising the leasehold of such shareholder or used exclusively by such leasehold multiplied by the current millage rate; plus,

- (b) The product of the taxable value of all land comprising the common areas not subject to any lease, plus the taxable value of all buildings and other improvements available for common use by the shareholders first multiplied by the current millage rate, and then multiplied by the following factor: number of corporate shares then owned by such shareholder divided by the number of corporate shares then issued and outstanding.

*Section 6. New Dwellings.* Any member who erects a new dwelling will be required to make a capital contribution in the amount of One Thousand (\$1,000) Dollars to be expended solely for renovation, expansion or other capital improvement of common buildings or other common improvements or grounds, except if such dwelling replaces one for which such additional capital contribution has been paid. Such capital contribution shall entitle the member to receive one (1) additional share of the stock of the Association.

#### ARTICLE IV - MEETINGS OF MEMBERS

*Section 1. Meetings.* The annual meeting of the members shall be held at 7:00 p.m., local time, on the last Friday in July of each year at the Wabaningo Club, or other suitable place equally convenient to the members, as may be designated by the Board of Directors. At each such meeting there shall be elected by ballot of the members one (1) or more Directors in accordance with the requirements of these Bylaws. The members may also transact at their annual meeting such other business of the Association as may properly come before them.

*Section 2. Special Meetings.* Special meetings of the members of the Association may be called by either the Board of Directors or the holders of twenty-five percent (25%) or more of the shares of stock of the Association then issued and outstanding. The notice of any special meeting shall set forth the business to come before the members, and only such business shall be transacted.

*Section 3. Notice.* It shall be the duty of the Secretary (or other Association officer designated by the President in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each member of record, at least ten (10) days but not more than thirty (30) days prior to such meeting. The mailing, postage prepaid, of a notice to a member at the address filed with the Association, or a personal delivery of such notice, or electronic mail, shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

*Section 4. Voting; Proxies.* At each meeting of the members of the Association, members shall be entitled to one (1) vote for each share of stock held of record and may be represented at such meeting in person or by proxy duly authorized in writing for that purpose, such proxy to be filed with the Secretary before or at such meeting.

*Section 5. Quorum; Adjournment.* Presence in person or by proxy at a meeting of the holders of fifty percent (50%) or more of the shares of stock of the Association then issued and outstanding shall constitute a quorum. If any meeting of members cannot be held because a quorum is not in attendance, the members who are present may adjourn the meeting for not more than thirty (30) days.

*Section 6. List of Shareholders.* The Secretary shall make and certify a complete list of the active shareholders or members entitled to vote at a shareholder meeting or any adjournment. The list shall include the number of shares each shareholder holds. The list shall be arranged alphabetically by shareholder surname and include each shareholder's address, be produced at the time and place of the shareholder meeting, be subject to inspection by any shareholder during the whole time of the meeting, and be prima facie evidence as to who are the shareholders entitled to examine the list or to vote at the meeting.

#### ARTICLE V - BOARD OF DIRECTORS

*Section 1. Number.* The Board of Directors shall consist of seven (7) members who must be active members or spouses of active members of the Association.

*Section 2. Election; Term.* The Board of Directors shall be divided into three (3) classes. At each annual meeting, Directors shall be elected to hold office for three (3) years and until their successors shall be elected. No Director shall hereafter be elected for a term of more than three (3) years, nor for consecutive terms aggregating more than six (6) years, except that if a Director is elected by the Board of Directors to fill a vacancy, the remainder of the term of the vacating Director shall not be included in such six (6) year period. A director hereafter elected for consecutive terms aggregating six (6) years shall be ineligible for a further full or partial term until at least one (1) year has elapsed from the expiration of the last term for which he or she was elected. At any such election, a majority of the votes cast shall be sufficient to elect.

*Section 3. Powers and Duties.* The Board of Directors shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of Sylvan Beach and may do all such acts and things as are not by the Articles of Incorporation or these Bylaws directed to be done and exercised exclusively by the members. The Board shall have the power to adopt such rules and regulations as it deems necessary and appropriate and to impose sanctions for violations thereof, including, without limitation, monetary fines. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and



be responsible for, the following, by way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget, in which there shall be established the dues payable by each member to pay the common expenses;
- (b) approving the transfer of leaseholds and shares of stock of the Association;
- (c) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of such assessments;
- (d) providing for the operation, care, upkeep, and maintenance of Association property and common areas;
- (e) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Areas, when appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (f) collecting the assessments, depositing the proceeds thereof in a bank depository that it shall approve, and using the proceeds to administer the Association;
- (g) making and amending rules and regulations;
- (h) opening bank accounts on behalf of the Association and designating the signatories required;
- (i) making or contracting for the making of repairs, additions, and improvements to, or alterations of the common areas in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty;
- (j) enforcing by legal means the provisions of these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings that may be instituted on behalf of or against the members concerning the Association;
- (k) obtaining and carrying insurance against casualties and liabilities, as provided in these Bylaws and paying the premium cost thereof;
- (l) paying the costs of all services rendered to the Association or its members and not chargeable to members; and,
- (m) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred.

Notwithstanding anything herein contained:

- (i) In any calendar year, the Board of Directors may authorize expenditures or incur any liability on behalf of the Association in excess of Thirty Thousand Dollars (\$30,000) only as necessary for the routine or emergency operation, care, upkeep, and maintenance of Association property. Any other expense in excess of such amount, including capital expenses, shall require the approval, given in writing or at a meeting duly called, of the holders of a majority of the outstanding shares of stock of the Association; and,
- (ii) The Board of Directors shall not sell or otherwise dispose of any property of the Association without the approval, given in writing or at a meeting duly called, of the holders of a majority of the outstanding shares of stock of the Association, except that the Board of Directors is hereby authorized to dispose of, in its discretion, any personal property of the Association no longer used or needed by the Association.

*Section 4. Vacancies.* Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors. Each person so elected shall serve until the end of the term of the person he or she was elected to replace.

*Section 5. Removal.* At any annual meeting of the Association duly called, and at any special meeting of the Association called in whole or in part for such purpose, anyone or more of the Directors may be removed with or without cause by a vote of those members entitled to vote in an election of such Director's replacement. At that time a successor shall be elected to fill the vacancy thus created. A successor Director so elected shall serve until the end of the term of the person he or she was elected to replace. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

*Section 6. Initial Meeting.* The first meeting of a newly elected Board of Directors shall be held at Sylvan Beach either at the Wabaningo Club or at the home of one of the Directors within forty-eight (48) hours after its election at such time and place as shall be fixed by the Directors at the annual meeting of the Association, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

*Section 7. Regular Meetings.* Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during or between Memorial Day weekend and Labor Day weekend at Sylvan Beach. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by electronic mail, U.S. mail, telephone or fax transmission, within a reasonable time prior to the date of such meeting.

*Section 8. Special Meetings.* Special meetings of the Board of Directors may be called by the President by electronic

mail, U.S. mail, telephone or fax transmission, within a reasonable time prior to the date of such meeting, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in a like manner and at like notice on the written request of at least three Directors.

*Section 9. Statement of Purpose; Waiver of Notice.* Neither the business to be transacted at, nor the purpose of any regular meeting of the Board need be specified in the notice for that meeting. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice of the time and place thereof unless the appearance is for the purpose of protesting the holding of such meeting. If all the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

*Section 10. Quorum.* At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors, unless otherwise set forth herein. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for purposes of determining a quorum, but no proxies shall be permitted.

*Section 11. Bonding.* The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

*Section 12. Meeting by Telephone or Similar Equipment.* A Director may participate in a meeting by conference telephone or any similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

*Section 13. Consent to Corporate Action.* Any action required or permitted to be taken pursuant to Board authorization may be taken without a meeting if, before or after the action, a majority of the Directors consent to the action in writing. For purposes of this section, consent provided by electronic mail shall be considered written consent. Written consent shall be filed with the minutes of the Board's proceedings.

## ARTICLE VI – OFFICERS

*Section 1. Designation.* The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer,

and may include one or more Assistant Secretaries and Assistant Treasurers. Except for the Assistant Secretaries and Assistant Treasurers, all officers shall be members of the Board of Directors.

*Section 2. Election.* The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board following the annual meeting of the Association and shall hold office at the pleasure of the Board.

*Section 3. Removal.* Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his or her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called in whole or in part for such purpose.

*Section 4. President.* The President shall be the chief executive officer of the Association. The President shall preside at meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the president of an association, including, but not limited to, the power to appoint, with the consent of the Board and except as otherwise provided in Article VII, persons to serve on committees to assist in the conduct of the affairs of the Association.

*Section 5. Vice-President.* The Vice-President shall be vested with all the powers and shall perform all of the duties of the President in the absence or disability of the latter, unless or until the Board of Directors shall otherwise determine.

*Section 6. Secretary.* The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; the Secretary shall have charge of such books and papers as the Board of Directors may direct; and shall, in general, perform all duties incident to the office of the Secretary.

*Section 7. Treasurer.* The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements, specifying the operating expenses clearly, in books belonging to the Association. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors. The Treasurer shall ensure that expenditures for the maintenance and repair of Association property and any other expenses incurred by or in behalf of the Association are properly recorded. The Treasurer shall prepare and distribute to each member at least once per year the Association financial statement.

*Section 8. Assistant Secretary and Assistant Treasurer.* They shall perform the duties and exercise the powers of the Secretary or Treasurer as delegated by the Secretary or Treasurer. An Assistant Secretary shall be an attorney duly licensed to practice law in the State of Michigan. An

Assistant Treasurer shall be a bookkeeper/accountant experienced in accounting and tax matters for entities similar to the Association.

*Section 9. Other Duties.* The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

#### ARTICLE VII - STANDING AND SPECIAL COMMITTEES

*Section 1. General Powers.* The Board, by resolution adopted by a vote of a majority of the directors, may establish standing and special committees, each committee to include one or more directors. Unless otherwise provided in these Bylaws or in the resolution authorizing a particular committee, the members of each committee shall be appointed by the President with the approval of a majority of the Board and shall serve at the pleasure of the Board. Active members, adult relatives (by blood or marriage) of active members, associates and friends are eligible to serve on committees, except that only persons eligible to serve on the Board pursuant to Article V, Section 1 may serve on the Modifications and Nominating Committees, appointed pursuant to Sections 4 and 5 of this Article, or on a mediation panel, appointed pursuant to Article XIV, Section 1. The Board may also designate one or more Directors as alternate committee members who may replace an absent or disqualified member at a committee meeting. If a committee member is absent or disqualified from voting, then members present at a meeting who are not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint an alternate committee member to act at the committee meeting in place of the absent or disqualified member.

To the extent authorized by Board resolution, a committee may exercise any powers of the Board in managing the Association's business and affairs; however, no committee shall have, and the Board cannot delegate, the power to:

- (a) Amend the Articles of Incorporation;
- (b) Adopt an agreement of merger or consolidation;
- (c) Amend the Bylaws;
- (d) Fill vacancies on the board;
- (e) Fix compensation of the Directors for serving on the Board or on a committee;
- (f) Recommend to members the sale, lease, or exchange of all or substantially all of the Association's property and assets;
- (g) Recommend to the members a dissolution of the Association or a revocation of a dissolution; or
- (h) Terminate memberships.

*Section 2. Meetings/Minutes.* Committees shall meet as directed by the Board, and their meetings shall be governed

by the rules provided in Article V for meetings of the Board. The chairman of each committee will advise the Board in a timely manner of its findings, recommendations, and any action taken.

*Section 3. Action by Consent.* Any action required or permitted to be taken pursuant to authorization of a committee may be taken without a meeting if, before or after the action, a majority of the members of the committee consent to the action in writing. For purposes of this section, consent provided by electronic mail shall be considered written consent. Written consents shall be filed with the minutes of the committee's proceedings.

*Section 4. Modifications.* The Board of Directors may appoint a Modifications Committee ("MC") to consist of at least three (3) and no more than five (5) active members, all of whom shall be appointed by the Board of Directors. The MC, if established, shall have jurisdiction over all original construction on any portion of the properties of the Association and over modifications, additions, or alterations made on or to Parkland property, existing buildings, roadways, sidewalks, stairways, retaining walls, etc., and the open space, if any, appurtenant thereto. The MC shall promulgate detailed standards and procedures governing its areas of responsibility and practice, to be called Design Guidelines. In addition, thereto, the following shall apply: plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the MC for approval as to quality of workmanship and design and as to harmony of external topography and finish grade elevation. No permission or approval shall be required to rebuild substantially in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of a member to remodel the interior of the member's dwelling. Any decision by the MC shall be reviewed by the Board either on its own motion or upon a request filed with the Board within thirty (30) days by a member whose leasehold is directly affected by such decision.

- (a) *No Waiver of Future Approval.* The approval of either the MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.
- (b) *Variances.* The MC may authorize variances from compliance with any of the provisions of their Design Guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall: (a) be effective unless in writing, (b) be contrary to the

restrictions set forth in these Bylaws; or, (c) estop the Committee from denying a variance in other circumstances. For purposes of this section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

*Section 5. Nominating.* There shall be a nominating committee to propose a slate of members to fill vacancies on the Board of Directors at the next annual meeting. The committee will be composed of five (5) members appointed by the Board of Directors for a term of one (1) year. A member of this committee may not serve more than three (3) consecutive terms. In addition, the current President will be invited to attend the meetings of the nominating committee in a non-voting advisory capacity

*Section 6. Term Limits.* No member shall serve for more than six (6) consecutive years on the same committee (except for the Nominating Committee, on which no member shall serve for more than three (3) consecutive years), and shall only be eligible for reappointment after having been off the committee for one (1) year.

*Section 7. Enforcement.* The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established pursuant to these Bylaws. No construction (which term shall include within its definition staking, clearing, excavation, grading, and other site work) and no planting or removal of trees shall take place on the properties of the Association, except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approvals of the appropriate committees have been obtained.

## ARTICLE VIII – ASSOCIATION RIGHTS

*Section 1. Rules and Regulations.* The Association shall have the right, in addition to and not in limitation of all other rights it may have, to make and to enforce reasonable rules and regulations governing the use of the property comprising Sylvan Beach.

*Section 2. Authority and Enforcement.* The Association shall have the right to enforce use restrictions, Bylaw provisions, and rules and regulations by the imposition of reasonable monetary fines and suspension of use and voting privileges as provided in these Bylaws. These powers, however, shall not be construed as limiting any other legal means of enforcing the use restrictions or rules and regulations of the Association. Any fines so imposed shall be considered an assessment against the member's stock and the leasehold appurtenant thereto, and may be collected in the manner provided for collection of other assessments.

*Section 3. Procedure.* The Board shall not impose a fine (a late charge shall not constitute a fine) impose a lien or suspend a member's right to vote or to use the common areas unless and until the following procedure is followed:

- (a) *Notice.* In the event a rule or restriction contained in the Bylaws of the Association or a rule or regulation adopted pursuant thereto is violated, the Board shall serve the alleged violator with written notice sent by certified mail, return receipt requested, to the alleged violator (at the leasehold address and at any other address or addresses that the member may have designated to the Association in writing), which shall contain:
  - (i) the nature of the alleged violation;
  - (ii) the proposed sanction to be imposed;
  - (iii) a statement that the alleged violator may challenge the fact of the occurrence of a violation, the proposed sanction, or both;
  - (iv) the name, address, and telephone number of a person to contact to challenge the proposed action; and
  - (v) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) business days of the date of the notice. If a challenge is not made, the sanction shall be imposed not less than ten (10) business days from the date of the notice.
- (b) *Hearing.* If the alleged violator challenges the proposed action within the time period allowed, a hearing before the Board of Directors shall be held in executive session affording all parties involved a reasonable opportunity to be heard. The hearing shall be set and notice of the time, date (which shall not be less than ten (10) business days from the giving of notice), and place of the hearing and an invitation to attend the hearing and produce any statements, evidence, and witnesses shall be sent to the alleged violator. Prior to the effectiveness of any sanction hereunder, proof of notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

*Section 4. Right of Entry.* The Association shall have the right to enter into all dwellings and other buildings for emergency, security, and safety purposes, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after reasonable notice to the member or occupant of the unit. This right of entry shall include the right of the Association to enter a building to cure any condition that may increase the possibility of a fire or other hazard in the event a member fails or refuses to cure the

condition upon request by the Board, its representative or caretaker.

*Section 5. Additional Enforcement Rights.* Notwithstanding any other provisions in these Bylaws to the contrary, the Association, acting through its Board of Directors, may elect to enforce any provision of the these Bylaws, or the rules and regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth in Section 3 of this Article. In any such action, to the maximum extent permissible, the member or member whose sanctioned tenant was responsible for the violation for which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. In no event will a member be entitled to recover attorney's fees from the Association or an employee, director or officer thereof.

*Section 6. Charges for Use of Common Areas.* The Association shall have the right to impose and receive payments, fees, or charges for the use, rental, or operation of the common areas.

#### ARTICLE IX – USE RESTRICTIONS

*Section 1. Occupancy.* No person shall occupy any lot without having first obtained a lease from the Association. Only one dwelling for use for residential purposes shall be erected upon any lot of the Association. A private garage with capacity not to exceed two (2) cars may be erected on the rear portion of any residence lot, if circumstances permit. No new dwelling garage shall be constructed, and the building lines of an existing dwelling or garage shall not be extended except with the prior written permission of the Modifications Committee, if any, and the Board of Directors. Any new construction on Association Parkland property (except for installation of water wells, propane tanks, septic tanks, and waste disposal systems, or moving a dwelling in an emergency, which may be approved by the Board of Directors), including construction of a dwelling, garage, storage shed, boathouse or other building, or any sale or distribution of any Association building or Parkland property, must be approved by a two-thirds majority of all the stock outstanding.

*Section 2. Residential Use.* Each dwelling shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a dwelling or any part of Sylvan Beach, including business uses ancillary to a primary residential use, except that the member or occupant residing in a dwelling may conduct such business activities within the dwelling so long as:

- (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling;
- (b) the business activity conforms to all zoning requirements for the property; the business activity does not increase the liability or casualty insurance

obligation premium of the Association;

- (c) the business activity does not increase the liability or casualty insurance obligation premium of the Association; and
- (d) the business activity is consistent with the residential character of Sylvan Beach and does not constitute a nuisance or a hazardous or offensive use, as may be determined in the sole discretion of the Board of Directors.

*Section 3. Definitions.* The terms "business" and "trade," as used in this article shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis that involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether:

- a) the activity is engaged in full or part-time;
- b) the activity is intended to or does generate a profit; or
- c) a license is required therefor.

Notwithstanding the above, the leasing of a dwelling shall not be considered a trade or business within the meaning of this paragraph.

*Section 4. Lease.* Anyone desiring to rent his or her dwelling shall first contact the designated Board member. An Application to Rent form is to be filled out by all potential tenants. The minimum length of rental to any tenant shall be fourteen (14) consecutive days, and the maximum number of rentals per dwelling during any calendar year shall be three (3): the third rental to only occur before the Fourth of July weekend or after the Labor Day weekend. During any rental period, the dwelling may be occupied only by the tenant or members of their immediate family.

*Section 5. Occupancy by Shareholder.* Shareholders or members of their immediate family must occupy the dwelling on their leasehold for a total of at least thirty (30) consecutive or non-consecutive days between the Memorial Day and Labor Day weekends over any period of three (3) consecutive calendar years. Shareholders with more than one leasehold may at their option satisfy this requirement by occupying one or more of their leasehold dwellings for the minimum thirty (30) days.

#### ARTICLE X – LEASES AND TRANSFERS

*Section 1. Right to Lease.* Each shareholder holding eleven (11) shares of the stock of the Association shall be entitled to a lease of one (1) lot within the grounds of the Association to be selected by him or her with the consent of the Board of Directors. Shareholders holding twenty-one (21) shares or more shall be entitled to a lease of two (2) lots, but in no case shall any member hold a lease on more than two lots at the

same time without the written consent of the Board of Directors.

*Section 2. Nature of Stock.* The stock of the Association shall be deemed personal property and may be transferred on the books of the Association only in conjunction with the lease of a lot or lots appurtenant thereto and this Association shall at all times have a lien upon all the stock or property of its members invested therein, for all debts due from such shareholder to this Association, and no shares of stock and lease shall be transferred except upon surrender thereof to the Association and full compliance with all of the Bylaws of the Association.

*Section 3. Transfers.* Before any stock of the Association and lease appurtenant thereto shall be assigned or transferred, the seller shall give to the Secretary of the Association thirty (30) days written notice of such intention, together with the name, address, telephone number and electronic mail address of the proposed purchaser and such other information as the Board may require; and, except for bona fide gift transfers to family members, the Association acting through the Board reserves the right to purchase such stock and lease within ninety (90) days of such notice on the same terms and conditions or on terms more favorable to seller (e.g. cash v. installments, etc.). The stock books of the Association shall be closed, and no transfer of any stock shall be made during the period between the written notice of the annual meeting of the Association and such meeting. The transferor shareholder(s) shall pay all actual costs and attorney fees of the Association related to such transfer.

*Section 4. Consent of Board.* Shareholder(s) may not sell, assign, transfer or encumber their stock to any persons(s), including, but not limited to, any relatives, trust, or other individual or association acting in a fiduciary capacity, or sublet the premises covered by their leases without the prior written consent of the Board of Directors, and no consent thus obtained shall be construed as a waiver or performance of this condition as to any subsequent assignment, transfer, subletting or encumbrance, but such consent shall be a condition precedent to the validity of every subsequent assignment, transfer, encumbrance, or subletting, as well as of the first.

*Section 5. Construction.* No dwelling or building of any description shall be built or placed on any leasehold without the prior approval of the Board of Directors, and only within such limits as shall be designated by the Board of Directors or fixed by the lease thereof, and the Board of Directors is expressly given the right to designate such limits at any time before the placing or building of such dwelling or building on any leasehold, notwithstanding that a lease thereof may have been previously given, whether such lease shall specify such limits or not. All improvements are subject to the applicable zoning ordinance and all other applicable laws and ordinances.

*Section 6. Mortgages.* In addition to such other requirements as the Board of Directors may from time to time reasonably require as conditions to their consent to a mortgage or other

encumbrance on or pledge of stock or assignment of the lease appurtenant thereto as security, such obligation must:

- (a) Not exceed in its original amount seventy per cent (70%) of either the current fair market value as set forth in a written appraisal by a qualified appraiser (as defined herein) or the current true cash value of the cottage and land comprising the leasehold as set forth on the most recent tax roll of Fruitland Township;
- (b) Be held by a state or federally chartered bank or savings and loan association or life insurance company licensed to do business in the State of Michigan or a member of the stockholder's immediate family (meaning grandparent, parent, aunt, uncle, sibling, or child) or a trust exclusively established and controlled by one or more of them;
- (c) Be a first lien; and
- (d) Provide that in the event of default, the Association and its other shareholders will have the collective and individual option for sixty (60) days after written notice thereof to the Board of Directors to acquire such stock for a price equal to the lesser of the outstanding indebtedness secured by such instrument or the current fair market value of the premises described in the lease as determined by a qualified appraiser selected by the parties. In the event the parties are unable to agree upon such an appraiser, such appraiser shall be selected by the presiding Circuit Judge for Muskegon County, Michigan, acting in a ministerial and not a judicial capacity. To qualify, such appraiser must be a duly licensed appraiser who has been active in the White Lake market for the previous five (5) years.

#### ARTICLE XI - FINANCE

*Section 1. Fiscal Year.* The fiscal year of the Association shall be an annual period commencing on January first. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

*Section 2. Depository.* The funds of the Association shall be deposited in such financial institutions as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

#### ARTICLE XII - INDEMNIFICATION OF OFFICERS AND DIRECTORS

*Section 1. Indemnification.* The Association shall indemnify every Association director and officer against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her as a consequence of being made a party to or being threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of being or having

been a director or officer of the Association, except: in such cases wherein he or she is adjudged guilty of willful and wanton misconduct or gross negligence in the performance of his or her duties or adjudged to have not acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association and its members; with respect to any criminal action or proceeding, unless he or she is adjudged to have had no reasonable cause to believe that his or her conduct was lawful; provided that, if such indemnification is based upon his or her settlement of a matter, the claimant shall be indemnified only if the Board of Directors (with any director seeking reimbursement abstaining) approves such settlement as having been in the best interests of the Association and, if a majority of the members of the Board so request, such approval is based on an opinion of independent counsel supporting the propriety of such indemnification and reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights such director or officer may have. The Board of Directors shall notify all members that it has approved an indemnification payment at least ten (10) days prior to making such payment.

*Section 2. Determination That Indemnification Is Proper.* Any indemnification under this article (unless ordered by a court) shall be made by the Association only as authorized in the specific case. The corporation must determine that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in Section 1.

Such determination shall be made in any of the following ways:

- (a) By a majority vote of a quorum of the Board of Directors consisting of directors who were not parties to such action, suit, or proceeding;
- (b) If the quorum described in clause (a) above is not obtainable, then by a committee of directors who are not parties to the action. The committee shall consist of not less than two disinterested directors; or,
- (c) By independent legal counsel in a written opinion.

*Section 3. Former Directors and Officers.* The indemnification provided in this article continues for a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, personal representative and trustees of that person.

*Section 4. Insurance.* The Association may purchase and maintain insurance on behalf of any person who: (a) was or is a director, officer, employee, or agent of the Association; or, (b) was or is serving at the request of the Association as a director, officer, employee, or agent of another Association, partnership, joint venture, trust, or other enterprise. Such insurance may protect against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have power to indemnify against such liability under this article or the laws of the State of Michigan

*Section 5. Changes in Michigan Law.* If there are any changes in the Michigan statutory provisions applicable to the Association and relating to the subject matter of this article, then the indemnification to which any person shall be entitled shall be determined by such changed provisions, but only to the extent that any such change permits the Association to provide broader indemnification rights than such provisions permitted the Association to provide before any such change.

#### ARTICLE XIII – AMENDMENTS

*Section 1. Method.* These Bylaws may be amended at any annual meeting by a vote of the majority of all the stock outstanding, or by a like majority at a special meeting called for that purpose, provided notice of the general character of the change proposed be contained in the notice calling any such annual or special meeting.

*Section 2. Proposed.* Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of a majority of the Directors or by one-third (1/3) or more in number of the active members of the Association whether at a duly called meeting of active members or by instrument in writing signed by them.

*Section 3. Meeting.* Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with these Bylaws.

*Section 4. Distribution.* A copy of each amendment to these Bylaws shall be furnished to every active member of the Association within thirty (30) days after adoption, but failure to make such distribution shall not affect the validity of any amendment otherwise duly adopted.

#### ARTICLE XIV – DISPUTE RESOLUTION

*Section 1. Mediation.* After the effective date of these Bylaws, any dispute, claim or grievance, not already the subject of a pending arbitration or legal action, arising among or between any of the members or any member(s) and the Association shall be first submitted to mediation before a special grievance committee of three (3) to five (5) active members who are not involved, in any way related to any of the parties to the dispute, and have no real or apparent bias, to be appointed by the Board of Directors. The grievance committee shall act in accordance with the provisions of these Bylaws and such resolutions as the Board may adopt. Any member of the grievance committee may only be removed for cause. The appointment and removal of members of the grievance committee shall be governed by the provisions for the appointment of directors to fill vacancies on the Board and for removal of directors.

*Section 2. Submission to Arbitration.* Following mediation, any dispute, claim or grievance arising among or between the members or between such member(s) and the Association shall, upon the election and written consent of all the parties to any such dispute, claim or grievance, and written notice to the Association, be submitted to arbitration, and the parties shall accept the arbiter's decision as final and binding. This decision shall be subject to confirmation and shall be enforceable against

all parties in the Muskegon County Circuit Court. The Commercial Arbitration Rules of the American Arbitration Association, as amended and in effect from time to time hereafter, shall be applicable to such arbitration.

*Section 3. Effect of Election.* Election by members or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts. Any appeal from an arbitration award shall be deemed a statutory appeal.

*Section 4. Preservation of Rights.* No member shall be precluded from petitioning

the courts to resolve any dispute, claim or grievance in the absence of election to arbitrate.

#### ARTICLE XVI - SEVERABILITY

If any of the terms, provisions, or covenants of these Bylaws are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants of these Bylaws or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.



# **Privileges and Responsibilities of Membership in the SBRC**

## **Shareholder Membership**

### **Privileges and Responsibilities of Membership in the Sylvan Beach Resort Company**

Amended by the SBRC Board of Directors on 5/2025

We live and vacation in a very special place at Sylvan Beach, and what comes with such a luxury is the opportunity to live and play in close proximity with many people who have different lifestyles and personal preferences.

With the increase in the number of shares of Sylvan Beach Resort Company held in the name of multiple individuals and the name of trusts, limited liability companies, and corporations (entities), and questions regarding the use of Sylvan Beach property and amenities, the Board has adopted and publishes the following use and restriction guidelines.

For purposes of this policy, each of the Shareholders and the current beneficiaries, of a trust, members of a limited liability company (LLC), or Shareholders of a corporation that own shares in Sylvan Beach Resort Company as part shall be entitled to receive the benefits and be subject to the restrictions set forth below regardless of whether they are occupying the appurtenant respective leasehold.

#### **Shareholder Membership**

1. Shall own eleven or more shares of SBRC stock.
2. Will pay annual dues per dwelling as determined by the Shareholder vote.
3. Shall be eligible to represent a Leasehold at an annual meeting, hold office, and vote on a per-dwelling basis. One vote is permitted per Leasehold, weighted by the number of shares owned.
4. Shall pay property taxes as levied by Fruitland Township on a) the dwelling and improvements comprising the Shareholder's Leasehold and b) all land and other common properties available for common use in proportion to the number of shares owned by the Shareholder.
5. Shall comply with restrictions on ownership transfer and/or rental and with summer construction/maintenance moratoriums.
6. May have access to the Association's non-potable water system for seasonal exterior use. Due to the age of the system, no new connections or increased usage will be permitted.
7. Shall be provided with garbage collection from mid-May to mid-October, up to 4 lawn cuttings, leaf removal, and off-season patrolling. Cottage openings and closings, additional lawn cuttings, and miscellaneous maintenance are contracted at Shareholder expense.
8. Shall may have the common use, benefit, and advantage of all dedicated streets, avenues, alleys, walks, parks, and public places (such as beaches, Wabaningo Club, playground, tennis courts, and basketball courts) in formerly dedicated plats (per Association approval 7-23-1955)
9. If available, shall have the opportunity to access a dock with up to two slips per cottage membership. Moorings may be available on a limited basis. All requests for docks, slips, or moorings shall be submitted to and approved by the Shoreline Committee, the Board, and, when applicable, the U.S. Army Corps of Engineers. Shoreline small boat storage is also available, subject to Shoreline Committee approval. All watercraft, docks, lifts, and trailers on Association property shall be registered with the Shoreline Committee. Docks and boathouses are owned and insured by the Shareholders. Access, location, and continued rights to such facilities are determined by the Shoreline Committee and the Board. Use of docks and boathouses is a privilege extended to the Shareholder's cottage and may be shared with the cottage's occupants. Mooring and docking privileges are not transferable outside the Shareholder's immediate family.
10. Shall have the privilege to participate in all member activities and events sponsored by the Resort.
11. Shall have exclusive use of any SBRC facility for private parties when arranged through the Rentals Chair under current fees and regulations set for such use and approved by the Board.
12. Shareholders will abide by the Sylvan Beach Resort Company Bylaws, Policies, Rules, and other controlling documents.

This document may not be interpreted to override the intent of the By-laws and Articles of Association of the Sylvan Beach Resort Company.

## **Associate Membership**

### **Privileges and Responsibilities of Membership in the Sylvan Beach Resort Company**

Amended by the SBRC Board of Directors 5/2025

We live and vacation in a very special place at Sylvan Beach, and what comes with such a luxury is the opportunity to live and play in close proximity with many people who have different lifestyles and personal preferences.

With the increase in the number of shares of Sylvan Beach Resort Company held in the name of multiple individuals and in the name of trusts, limited liability companies, and corporations (entities), and questions regarding the use of Sylvan Beach property and amenities, the Board has adopted and publishes the following use and restriction guidelines.

The Sylvan Beach Resort Company reserves the rights of ownership to all of its properties. They also reserve the right to withdraw this membership or approval previously given if it in any way prevents a Shareholder from enjoying these same privileges or is in any way abused. In the event that the SBRC needs to reduce shoreline boating and/or the dockage and moorings of boats and watercraft, the Associates may be asked to remove their boats.

#### **ASSOCIATE 1**

1. Shall own a cottage within the Resort Company boundaries or in close proximity to such boundaries.
2. New owners of an Associate property shall apply for a membership per dwelling that requires approval by the Resort Company Board of Directors. Upon notification by the SBRC attorney of a property transfer or sale to immediate family, membership will be transferred to the new owner(s).
3. Shall pay at least the same annual dues and assessments per dwelling as set for the Shareholders and as approved by Shareholder vote.
4. May have access to the Association's non-potable water system for seasonal exterior use. Due to the age of the system, no new connections or increased usage will be permitted.
5. Shall be provided with garbage collection from mid-May to mid-October, up to 4 lawn cuttings, leaf removal, and off-season patrolling. Cottage openings and closings, additional lawn cuttings, and miscellaneous maintenance are contracted at the Associate's expense, as is the case for Leaseholds.
6. The Associate cottage occupants may have the common use, benefit, and advantage of all dedicated streets, avenues, alleys, walks, parks, and public places (such as beaches, Wabaningo Club, playground, tennis courts, and basketball courts) in currently dedicated plats.
7. Associate cottage occupants have the privilege to participate in all member activities and events sponsored by the Resort.
8. Shall have exclusive use for private parties of any of the facilities and shall be arranged through the Rentals Chair under current fees and regulations set for such use.
9. If available, an Associate 1 shall have a provisional opportunity for access to a dock with one slip per cottage. Moorings may be available on a limited basis. All requests for docks, slips, or moorings shall be submitted to and approved by the Shoreline Committee, the Board, and, when applicable, the U.S. Army Corps of Engineers. Shoreline small boat storage is also available, subject to Shoreline Committee approval. All watercraft, docks, lifts, and trailers on Association property shall be registered with the Shoreline Committee. Use of docks is a privilege extended to the Associate 1 cottage and may be shared with the cottage's occupants, except tenants. Mooring and dock privileges are only transferable to immediate family.
10. Shall comply with Sylvan Beach Association Rules, Policies, and Bylaws, including restrictions on rental, noise, and summer construction/maintenance moratoriums as they apply to SBRC Shareholders. Associate 1 property financing and modification restrictions are governed by state and local regulations. The courtesy of obtaining the immediate SBRC neighbor's approval for building modifications is encouraged.
11. Associates are not eligible to attend the Resort Company's annual meeting.

## **ASSOCIATE II**

1. Shall own a cottage in close proximity to Resort Company boundaries but not within.
2. An Associate II has the same rights and privileges as the Associate I, as stated in provisions 1 through 8.
3. Shoreline small boat storage is available, subject to Shoreline Committee approval. They do not have the right to dock, slip, or mooring access.
4. Shall comply with Sylvan Beach Association Rules, Policies, and Bylaws, including restrictions on rental, noise, and summer construction/maintenance moratoriums as they apply to SBRC Shareholders. Associate 2 property financing and modification restrictions are governed by state and local regulations. The courtesy of obtaining the immediate SBRC neighbor's approval for building modifications is understood.
5. Shall pay annual dues equal to the average of the Friends and Associates I annual dues as approved by the SBRC Shareholders.
6. Associate II is not eligible to attend the Resort Company's annual meeting.

All Associates are subject to termination at any time.

This document may in no way be interpreted to override the intent of the By-laws and Articles of Association of the Sylvan Beach Resort Company.

## **Friends of Sylvan Membership**

# **Privileges and Responsibilities of Membership in the Sylvan Beach Resort Company**

Approved by the SBRC Board of Directors on 1/26/2025

We live and vacation in a very special place at Sylvan Beach and what comes with such a luxury is the opportunity to live and play in close proximity with many people who have different lifestyles and personal preferences.

With the increase in the number of shares of Sylvan Beach Resort Company held in the name of multiple individuals and in the name of trusts, limited liability companies and corporations (entities), and questions regarding use of Sylvan Beach property and amenities, the Board has adopted and publishes the following use and restriction guidelines.

The Sylvan Beach Resort Company reserves the rights of ownership to all of their properties. They, also, reserve the right to withdraw this membership if it in any way prevents a Shareholder from enjoying these same privileges or is in any way abused.

This level is capped at 35 per year. Returning Friends and immediate family of Shareholders have priority.

### **FRIENDS of Sylvan Beach**

1. Shall be reserved for person(s) occupying a cottage outside of Sylvan Beach who wish to participate in social activities and enjoy the Sylvan Beach sport activities.
2. Shall apply for a non-transferable membership per dwelling, which requires a SBRC Shareholder sponsor, that requires approval by the Resort Company Board of Directors.
3. Will pay an annual fee set by the Board of Directors commensurate with an activities fee and abide by SBRC rules as they relate to their privileges.
4. Friends and occupants dwelling within a single cottage may use all beaches, sports facilities (tennis courts, basketball courts, playfield, playground equipment, etc.), participate in the youth programs, Jinks program, and may enjoy the activities planned by the Resort. This access is not afforded to their renters.
5. Friends shall not be eligible for shoreline boating equipment, docking or mooring privileges at Sylvan Beach.
6. Friends shall have exclusive use for private parties of any of the facilities when arranged through the Activities Chair under current fees and regulations set for such use.
7. Are not eligible to attend the Resort Company annual meeting.

The **Friends of Sylvan Application** can be found at <https://sylvanbeachmi.com/information/>

This document may in no way be interpreted to override the intent of the By-laws and Articles of Association of the Sylvan Beach Resort Company

# ACTIVE SUB-COMMITTEES

## Policy and Guidelines for Decision-Making Procedures

### **Conflict of Interest Policy (11/2024) (Bylaw Amendment to be proposed 2025 Annual Meeting)**

To maintain transparency and fairness, Board and Committee members shall recuse themselves from discussions or votes when they have a conflict of interest to ensure that decisions are made without undue influence.

A conflict of interest may exist if the member:

- Has a financial stake in the matter.
- Has a personal interest, directly or indirectly, that could affect their impartiality.
- Has a personal connection that may affect their objectivity.
- Or, if there is a reasonable perception that the member's objectivity could be compromised.

A Board or Committee member is expected to disclose and explain their conflict at the start of discussions. They may briefly share their perspective if directly affected (e.g., as an immediate neighbor) and then formally recuse themselves from further discussion and voting.

### **Due Diligence and Inclusive Decision-Making**

- Seek input from all relevant parties, including Shareholders, neighbors, and committee members.
- Hold open forums or Q&A sessions to gather diverse perspectives.
- Committees shall address all concerns raised by interested parties before submitting proposals to the Board.
- Shareholders can submit written concerns to the Board, which may be reviewed by a committee.
- Members can submit anonymous concerns through a designated intermediary.

### **Timelines and Communication**

- Written submissions shall be acknowledged within two weeks.
- A timeline for addressing proposals or concerns shall be provided within 30 days.
- Members shall respond to committee business calls and emails within 72 hours (or 12 hours for urgent matters).

### **Confidentiality**

Committee members shall maintain confidentiality of all information disclosed during meetings.

### **Representation of Committee Position**

Committee members shall represent the committee's position when asked for reasoning by a community member, even if it differs from their personal opinion.

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### **ARCHIVE COMMITTEE**

The SBRC Archive Committee is responsible for maintaining the digital records of the Association. Board members are required to submit their annual digital records yearly to the Archive Committee Chair, preferably in the month of September, after the Annual Meeting. Shareholders may file a request for information with the Archive Chair at any time by email. The response to any request will be given within a reasonable amount of time to do a thorough research of the records.

**Committee:** Patti Jackman, Chair, Ginna Beckett.

### **BYLAW REVIEW COMMITTEE (2023 – 2027)**

Conduct an “every word” review of the Bylaws. This is done in addition to periodic amendments made to the Bylaws by the Shareholders. The Committee is using the resources at its disposal, including the existing Policies written to interpret the current Bylaws, to determine gaps, inconsistencies, and areas that require further definition. Recommendations for amendments to the Bylaws will be reviewed and approved by the Board before being submitted to Shareholders for approval.

**Committee:** Patti Jackman, Chair, Ginna Beckett, Cal Andersen, Brad Holtz, Amy Schreiber, Kristin Sellers, Taylor Vos and Bill Sininger (SBRC Attorney).

**Next Committee Installation:** Bylaw Review Committee - July 2030

**MODIFICATIONS COMMITTEE - See Bylaws - Article VII. Section 4.**

**Modifications Committee Role, Function, and Purpose**

The role, function, and purpose of the Modifications Committee is to:

- Help the Board by carefully reviewing the detailed plans of the applicants, considering SBRC standards and Bylaws.
- Help the applicant(s) understand SBRC guidelines and complete the various steps they need to take with their modifications plans.
- Foster improvement of family Leaseholds
- Provide a forum to encourage reasonable discussion on such topics.
- Review our own design guidelines and those of Fruitland Township periodically to ensure that we are up to date with SBRC bylaws, SBRC long range planning and Fruitland Township site development standards for our zoning district.

**Procedural Guidelines**

1. The Modifications Committee shall meet as needed and report to the Sylvan Beach Board of Directors as required. Except in the case of emergency, all new requests shall be given to the committee between Memorial Day and Labor Day. Work shall be accomplished between Labor Day and July 1st of the following year.
2. The Modifications Committee shall follow the guidelines established by the SBRC Bylaws:
  - Article VII, Section 4
  - Article IX, Section, 1
  - Article X, Section 5
3. Proposals shall be submitted to the Modifications Committee on the approved forms. For all additions and new construction plans and specifications will be required.
4. As many Committee members as possible will visit the site of the proposed modifications. Within a reasonable length of time the committee will formulate a recommendation for the Board based on the SBRC Bylaws and the Modification Committee Guidelines.
5. After the Committee has determined its recommendation, copies of a report and the proposed plans will be forwarded to the president of the Board of Directors for distribution, review, and final SBRC approval or disapproval.

**Committee:** Cynthia Deupree-Modifications Committee Chair, Dave Rice, Stacey Paul, Bob Drew, and Kirt Holder-Grounds Chair.

**NOMINATING COMMITTEE (November 2023 – July 2024) Article VII. Section 5.**

As a participant of the Sylvan Beach Resort Company Nominating Committee, each member agrees to maintain confidentiality of: (1) all of the information disclosed regarding the person or persons being considered, and  
(2) all the contents of the deliberations at committee meetings as well as interviews with potential candidates.

**2023-24 Committee Members:** Patti Jackman (2), Bonnie McColl (3), Tim Weil (3), Stacey Paul (1), Adam Butterfield (1), Ginna Beckett, SBRC Board Chair (non-voting member).

**SHORELINE COMMITTEE**

The Committee Chair is the Shoreline Chairperson. The committee comprises 3 - 4 additional Members of the Association.

**Role, Function, and Purpose**

The committee's responsibility is limited to the shorelines, including docks, boathouses (non-construction issues), lifts, beached and moored boats and shoreline activity and the regulations pertinent to the aforementioned. It does not overlap modifications, buildings, or grounds, as it does not address the bluffs or other Sylvan properties.

The role, function, and purpose of the Committee is to:

- Help the Board by administering the dock, slips, and lifts privilege for Shareholders and Associate-1 fairly, including reviewing new slip/lift space applications and monitoring,
- Guide applicants through the dock and lift/slip application process,
- Help with conflict resolution between those who share a dock, only if an impasse has occurred,
- Help prevent congestion, over-use, and deterioration of beaches and shorelines in the spirit of the township shoreline ordinances,
- Provide a forum, when necessary, to encourage reasonable discussion on Shoreline topics.
- Review our own Shoreline policies and those of EGLE, Muskegon County and Fruitland Township periodically to ensure that we are up to date with SBRC Bylaws, SBRC long range planning and Fruitland Township site development standards for our zoning district.

- Support the Board by monitoring the Army Corps of Engineers trends to gain the best permitting outcome for the next submission.

#### **Previous Procedural Guidelines**

1. The Shoreline Committee shall meet as needed and report to the Sylvan Beach Board of Directors as required.
2. Applications, using the approved form for dock, mooring, slip and/or lifts, shall be received by the Shoreline Chair before January 1<sup>st</sup>.
3. On or before March 1<sup>st</sup>, the applicant will be provided with the location of their position in the larger Sylvan Beach dock system plan, or be notified of their position on a waiting list.
4. Upon approval, the applicant will be required to plan for installation, and coordinate the final effort with the dock group, if assigned to a grouping. Expenses around dock board/section purchase, installation and removal are the responsibility of the applicant.
5. The Shoreline Chair, with the support of the Committee, will maintain the annual records of dock and slip holders for the Board of Directors records.

**Committee:** Steve Denison, Shoreline Chair, Kim Peterson, Rick Jackman, Chris Schneider, and Ann Holder (1-year)

## **INACTIVE SUB-COMMITTIES**

Past 5 Years

#### **COTTAGES HISTORIES AND GENEALOGIES COMMITTEE (2024)**

This Committee has been charged by the Board to update The Sylvan Beach Cottages Histories and Genealogies book by generating an updated book of the ownership history of each Leasehold. One copy will be provided to each Leasehold upon the printing of the insert. Additional copies will be made available for purchase.

**Committee:** Alan Jackman, Chair, Patti Jackman, Kristen Anderson, and Jean Ashmore.

#### **FIRE RESPONSE ASSESSMENT COMMITTEE (August 2021 – May 2024)**

The SBRC Fire Safety Committee was empowered by the SBRC Board of Director's to assess and propose a plan that provides equalized fire response measures for all Leaseholds in the Association. An assessment done in 2020/2021 by the Fire Safety Committee led to the identification of gaps in prevention, fire containment, and oversight and enforcement.

Findings were based on Association property assessment by members of the Fire Safety Committee (FSC); SBRC Grounds Chairperson Earl Johnson; Keith Heidelberg, White Lake Fire Authority (WLFA) Fire Marshal: Jeff Gustafson, Gustafson HDD (directional drilling company); and Seavers Landscaping.

At the annual meeting of SBRC, Shareholders approved the funding for a proposed dry-pipeline for all areas without fire response services. In 2022, it was announced to Shareholders, family and friends that the hydrant system was no longer viable for fire response.

Current fire response measures in place on Association property include:

1. **Fire Truck/Equipment Access:** The White Lake Fire Authority is confident that, in case of a fire, their equipment can serve all Leaseholds and SBRC buildings. *In the spring of 2024, a dry pipeline system was installed to resolve 3 areas without adequate water access in the case of a fire. All fire response gaps were resolved at the time of this system's certification.*
2. **SBRC resources that benefit WLFA response:**  
**Adapters** on the SBRC Water Tower and Pump Station provide access of WLFA tanker trucks to access up to 40,000 gallons of water in the Association water system. Adapters were added in 2020. Limited access from May 15 through October 15 of every year.
4. **WLFA response time** is approximately 10 minutes once alerted.
5. **Inspections by Grounds Chair/Committee:** The SBRC Grounds Chair annually inspects all common buildings, and Common areas to ensure all fire prevention measures are current.
6. **Annual Fire Safety measures by SBRC Leaseholds:** All SBRC owners are responsible for inspecting their Leasehold using the SBRC Annual Fire Safety Checklist to ensure all fire prevention measures are current inside their cottage and on their Leasehold.
  - a. SBRC's rules requires each cottage to have a **50' hose connected** during the high season for initial fire response.

**Committee:**

John and Ginna Beckett  
Dave and Cat Cummins

Bill and Kay Davis  
Molly Gillhespy

Kirt Holder  
Kristen Schneider

**POST OFFICE COMMITTEE (May 2022 – July 2023)**

To review the use, purpose and renewal of the Post Office, if only to be able to answer questions from the community in a more thorough way. In 2023, Deb Svensson was hired by SBRC to manage PO operations.

**US Post Office Operations**

- In 2023, Deb Svensson was hired by SBRC to manage PO operations. A new contract was negotiated with a central PO group that handles different types of Designated Post Offices in 2020. We have a Retail Designation (sell stamps).
- The PO employees are Sylvan employees.
- SBRC pays for the required training - approximately one-two hours at cost of \$30 per employee.
- We are considered a retail PO since we sell stamps. The post office box fees and stamp revenue go to the USPS.

**Activities:**

- The Sub-Committee reviewed Operations, including: hours, staffing, purpose, costs/revenues and uses.
- The Sub-Committee will continue to generate new ideas or may find ways to add to, reduce, or change current uses and/or services.
- The Sub-committee will evaluate the practicality and popularity of any ideas it supports, and create a plan for executing any changes.
- The Sub-committee will issue a report on the Current Status of the Post Office and make Recommendations for the future use of the Post Office, which, for the record, may include a recommendation of No Change. If the sub-committee does have recommendations for change, we ask that a basic plan for how the changes would be made be developed.

**Committee:**

Patti Jackman, Julie Hawksworth, Molly Gillhespy, Cade Sibley, Kay Davis, Brad Shafer

**1985 SHORELINE POLICY REVIEW COMMITTEE (March 2020 – May 2022)**

A Shoreline Policy sub-committee addressed Shareholders' inquiries challenging the 1985 Shoreline Policy of SBRC. This committee was charged to thoroughly vet current practices, and imagine and investigate new approaches to the management and funding of shoreline protection projects.

**Committee:** Charlie Deupree, Committee Chair, Jen Day, Brooks Applegate, Steve Denison (Board), Kristen Anderson, Kirt Holder, Debbie Tapper (Board) and Molly Gillhespy.

After a Shareholder Survey, Charlie Deupree, Jen Day and Brooks Applegate agreed to support the Board in an advisory role to establish a current, clear shoreline policy along with any necessary bylaw improvements. In May of 2022, a new Shoreline Protection Policy was approved by the Board.

**WHITE ELEPHANT SALE COMMITTEE (2024)**

Every two-year used item sale event, conducted by this committee on behalf of the Association. The sale is conducted for one day at the Wab Club. Proceeds go to a project or item that will benefit the SBRC community.

**Committee:** Patti Jackman, Chair. Kay Bitter, Nancy Coronado, Kay Davis, Molly Gillhespy, Julie Hawksworth, Kathy Rogers, Libby Shafer, Barbara Staley.



# **POLICIES OF THE SYLVAN BEACH RESORT COMPANY**

All policies were written as a reference and further explanation of the SBRC Bylaws. The consequences of non-compliance with any policy of the SBRC are determined by the Association's Board of Directors. This document shall not be interpreted to override the intent of the By-laws and Articles of Association of the Sylvan Beach Resort Company.

## **ACTIVITIES, EVENTS AND COMMON RECREATION AREAS**

The SBRC Activities Chairperson is the primary contact for all recreation area and activities questions.

### **Activities, Events and Common Recreation Use**

(Privileges and Responsibility of Membership in the SBRC, pgs. 19 - 22)

Activities and amenities are afforded exclusively to occupants of a Leasehold or Associate property or Friend of Sylvan. While in residence at a Leasehold, Association privileges are transferred to the renter(s). The privileges return to the owners at the end of the rental period. Should an Individual Shareholder or Associate wish to use Sylvan Beach amenities while their property is being rented, they will need a Friends of Sylvan membership. Friends of Sylvan does not extend to renters of that property.

### **Event Participation and Communications**

The Sylvan Beach Association values an inclusive and enjoyable community atmosphere. To ensure this while respecting the structure and privileges of membership, the following policy further clarifies the guidelines for participation in SBRC-sponsored events and communications.

#### **1. Event Access**

SBRC-sponsored events are intended for Shareholders, Associate 1 & 2, Friends, and those residing at a member's cottage. The goal of these events is to strengthen connections within the SBRC community.

- **Exceptions:** The Jinks, The Jinks Rehearsal Weeks Children's Activities, Art on the Deck and the semi-annual White Elephant Sale are open to public participation.

#### **2. Communications and Group Messaging**

Fitness and Social group messaging, intended to inform/remind members of upcoming events, are intended solely for members. Leaving non-members off the list prevents any misunderstanding of participation by an invitation to a member event.

#### **3. Event Host and Guest Guidelines**

- When a member hosts an SBRC calendared event, it remains a member-only and in-residence guest occasion. Local friends require a Friends of Sylvan membership to attend.

### **Guest Privileges**

A Guest is someone who is visiting the Association by invitation of an Individual Shareholder, Associate or Friends member. The guest's conduct while on Association property is the responsibility of the host.

- **Guest Occupant(s):** When a guest is residing at a Leasehold or Associate property, the guest carries the privileges and responsibilities held by the member with whom they are staying. A Friend of Sylvan cottage owner and their in-residence guest(s) may only attend Association activities and events in the company of their cottage host.
- **Daytime/Evening Guest(s):** The guest shall be in the company of the owner(s) who extended the invitation when using the amenities of the Association. A guest(s) invited by an owner making day-only visit may enjoy Association amenities, excluding member-only activities and events.

### **Events Open to the Public**

Any event open to the public shall be approved by the Board of Directors prior to being added to the annual Association Activities Calendar. Events currently holding approval:

1. **The Jinks.** Annual Event. Open to area children and families to participate. All children are welcome.
2. **The Jinks Rehearsal Week Children's Activities.** For those participating in The Jinks and Association members.
3. **Art on the Deck.** Annual Event. Community building. Open to public and area artists to show and sell art.
4. **White Elephant Sale.** Bi-annual Event. Open to the public

### **Fitness Class Participation**

Fitness Classes are offered for the benefit of SBRC members and the occupants of Shareholder and Associate cottages, and Friends of Sylvan members, exclusively. Fitness Classes are not a public offering. The Activities Director has the authority to cancel a class at any time, for any reason.

The Board of Directors has loaned the Wab Club to the independent contractor/instructor to provide classes to members-only using the Association's community building. The independent contractor assumes all of the liability.

#### **Participants:**

- Are required to sign an Association and Instructor liability waiver before participating in one class or the season.
- Are asked for a donation of \$10 per class.

#### **Instructors:**

- Are certified by a nationally recognized organization and conduct classes free of charge to the Association.
- Are not employees of the Association, but report to the Activities Director.
- Have been granted permission to conduct classes at a minimum income per class, negotiated at the beginning of each season.
- Donations are collected by the Activities Director, who pays the instructor the agreed upon minimum per class.
- Excess donations remain with the Activities Director and are used to pay the difference when attendance does not meet the instructor's minimum payment.
- At the end of the season, any excess donations are provided to the instructor(s) as a tip for a job well done.

### **The Jinks (Director Application available at <https://sylvanbeachmi.com/information/>)**

- **Director Approval** - The Board of Directors selects and approves The Jinks Director(s). An application process is in place.
- **Performance Dates** (Shareholder Vote - July 2022) -The Jinks will be held on the first whole weekend, Friday and Saturday, of August.

### **Parkland Recreational Facility Use**

- **Tennis Courts:**
  - Shirts and proper footwear are to be worn on the tennis courts at all times.
- **Basketball/Pickleball Courts:**
  - Do NOT hang on the rims at the basketball court.
  - Do NOT hang or straddle the pickleball net.
- **Horseshoe Field:** Horseshoe equipment is kept in the shed opposite the garage.
- **Ping-Pong Table** at the Wab Club: Set up and Restoring of the table back to its storage space is required. Equipment is kept in the Wab Cub Toy Closet on the northeast corner of the deck.
- **Swimming** - Swimming in White Lake or Lake Michigan is at your own risk.
- **General Rules:**
  - Use of both tennis and basketball courts is limited to activities that will not damage the surface. No wheeled toys or vehicles allowed. Only rubberized equipment and non-marking shoes are allowed. Social gatherings are not allowed on the courts.
  - Use of both courts is restricted during church services from 10 a.m. to 11 a.m. on Sundays in July and August. Please be mindful of memorial services or other events taking place at the Wab Club.
  - Any non-Association person shall be accompanied by an Association member when using the Tennis, Basketball, and Pickleball courts.

## **BUILDINGS AND GROUNDS– PARKLAND AND LEASEHOLDS**

See the Grounds Chair or the Modifications Committee Chair for further information

### **Boathouse Management Policies**

Should a boathouse collapse due to poor maintenance, no new building will be allowed to replace the original structure (EGLE & Fruitland Township)

- **Ownership:** The Association recognizes the Shareholder of record for each boathouse as listed in the Fruitland Township property tax records
- **Liability Insurance:** The Shareholder(s) shall maintain liability insurance for the boathouse.
- **Maintenance and Upkeep:** Boathouses shall be kept in good repair, and the surrounding area shall be clean and safe.
- **Transfer with Leasehold:** Residences, accessory buildings and boathouses are all part of a Lease transfer due to a sale.
- **Transfer Restrictions:** Boathouses may only be transferred to siblings or direct descendants who hold ownership in a SBRC Leasehold. Transfer shall be recorded with Fruitland Township and new ownership reported to the SBRC Board.
- **No Monetary Exchange:** There shall be no exchange of money in the transfer or relinquishment of a boathouse to a co-user.
- **Shared Boathouses:** When a boathouse is shared by different Leaseholds, a co-user shall inform the SBRC Board if they want to relinquish their use. The partner sharing the space has the first right of refusal. If the partner declines, the SBRC Board will decide how to manage the space but cannot sell or lease it.
- **Access:** Access to boathouses is a privilege of the Shareholder cottage and available to its occupants.

### **Construction Noise Policy**

Construction and maintenance noise are not allowed between June 30 and Labor Day. This includes carpet cleaning, power washing and spraying for spiders. The Board shall approve any exceptions to the above due to extraordinary circumstances. Implicit in this rule is that no construction means no vehicles related to construction will be taking the limited parking space in our community during a time when the Association is at full capacity.

### **General Community Preservation**

- Motorized transportation (i.e. golf carts, motorized scooters, etc.) may only be driven on Association driveways. Motorized vehicles are not allowed on Association sidewalks or walkways, unless being used to transport a physically-challenged person to their doorstep.
- No mobile home, motor home, camper or structure of a temporary character, shall be used or occupied by any person as a temporary or permanent residence on Sylvan Beach property.
- Alcoholic beverages may not be sold on Association Grounds without proper permits.
- Firearms may not be discharged on Sylvan Beach property.
- Outdoor propane/gas or charcoal grills, firepits, space heaters, indoor fireplaces and chimneys, or the like, shall be attended at all times. Grills and the like shall be at least 10 feet away from your home or garage, deck railings, bushes, etc
- Tree branch clearance from any structure shall be a minimum of 4 feet to limit potential fire spread.
- All SBRC driveways, roadways and fire hydrants shall be kept free and clear of anything that would impede the passage of a vehicle the size of a fire truck. This includes tree limbs, temporary structures like work tents, utility wiring and vehicles.
- All Association buildings (Wabaningo Club, Post Office, Wab Garage, etc.) are NON-SMOKING.
- Keep our grounds clean! Take your beach trash home with you.

**Pets** – All pets shall be under control, and on a leash, on Leaseholds and Sylvan Beach property at all times. Owners are responsible for cleaning up after pets immediately! The Board has a right to limit pet access to Sylvan Beach Parkland and Beaches due to non-compliance.

### **Personal Structure Use**

Permission has been granted by Shareholders for structures to be built upon SBRC-owned land. These personal structures, include beach stairs, outlooks, decks, docks, trams, etc., are owned and maintained by the Shareholder(s). The courtesy of requesting one-time or annual use from the structure's owner is encouraged. Use in an emergency does not require prior permission. Exclusive annual use, granted only to a few, conflicts with the community's cooperative nature.

### **Property Survey Recording Keeping**

Each Leaseholder is responsible for knowing the boundaries of their lot. A copy of the most current property survey must be provided to both the Grounds Chair and the Secretary.

### **Septic System Maintenance Policy**

Septic system/cesspool inspection and maintenance are the responsibility of the Leasehold, like personal water wells, electricity, gas, and other household utilities. The EPA recommends a septic system be pumped every 3 to 5 years, depending on household usage and tank size. At minimum, SBRC requires the Leasehold to have their septic systems inspected every 3 years, and pumped when necessary before June 30th or after Labor Day. Leaseholds will be asked to prove responsible maintenance if a septic system fails.

### **Signage Policy**

Any signage, including for sale signs, contractor signs, and political signs are not permitted on Association Property. The SRBC Board has adopted this policy, which is an extension of Muskegon County and Fruitland Township Bylaws.

### **Tree Trimming and Removal Policy**

Sylvan Beach consists of Leaseholds and Sylvan Beach Parkland. Most trees along White Lake and Lake Michigan, as well as all vegetation on the banks and bluffs, are on Sylvan Beach Parkland and are considered community property.

Please submit a Tree/Brush Trimming and Removal Application, found at <https://sylvanbeachmi.com/information/> before moving forward with a trimming project.

Tree trimming and removal shall comply with **Fruitland Township regulations (Article VIa, Section 6.04a, #5 – Lake Michigan Shoreline District Site Development Standards)**:

- Natural vegetation shall be preserved whenever possible. Removed vegetation shall be replaced with equally effective plantings to prevent erosion and maintain natural beauty.
- No more than **30% of the total bluff area** may be cleared, with clear-cut openings limited to **30 feet per 105 feet of lot width**.

### **Trimming and Removal Procedures**

- **Determine Ownership:** Contact the Grounds Chairperson if unsure whether the tree is on a Leasehold or Sylvan Beach Parkland.
- **Leasehold Trees:** Leaseholders shall trim trees at their expense, following Fruitland Township regulations.
- **Sylvan Beach Trees:** Approval from the Grounds Chairperson is required before any trimming or removal.
  1. Healthy trees that do not pose a hazard will not be approved for removal unless they have no landscape value.
  2. Dying, diseased, or hazardous trees may be removed at Sylvan Beach's expense.
- **Banks and Bluffs:** Large-scale trimming for view enhancement requires prior approval. The Grounds Chairperson will assess the request with the Leaseholder and service provider.
- Clear-cutting is prohibited to protect the stability of sand dunes.
- **Neighboring Property:** Trimming vegetation on a neighbor's portion of the bank is not permitted.

## **FIRE AND GENERAL SAFETY**

There is great concern regarding any fire (beach fires, fire pit fires, grills, fireworks and lightening) within our Association due to older cottage proximity, prevailing winds, concern of fire spreading quickly, due to the flammability of beach grass, and years of leaf buildup in our woods and over the banks.

### **Beach Fires**

No beach fires are allowed on either Lake Michigan or White Lake during drought conditions. Beach fires shall not be placed near popular beach bathing areas. Beach fires shall be attended to at all times.

### **Brush Fire**

No Brush Fires are allowed at any time on Association property. Never are you allowed to burn construction materials, stumps or garbage. For the safety of our historical community, a burn permit from the White Lake Fire Authority does not allow anyone the right to violate this policy at any time of the year.

### **Fireworks**

The Fireworks Policy for Sylvan Beach outlines restrictions and guidelines regarding fireworks usage on Association property and surrounding areas:

- **Prohibition of Fireworks:** Fireworks, which contain gunpowder and combustible chemicals, are strictly prohibited on Association property, including Leaseholds, beaches, and all areas within the boundaries of Sylvan Beach. This is to minimize fire risk and to respect individuals and pets sensitive to loud noises.
- **Notification for Off-Shore Fireworks:** Those planning a permitted firework display off the shore of Sylvan Beach shall notify the Board immediately upon receipt of the permit to do so. This is to facilitate an announcement regarding the date, time, and location (not as an invitation to watch from the Leasehold). This allows neighbors to plan for pets and individuals sensitive to noise.
- **Cancellation in Case of Drought:** Fireworks displays shall be postponed or canceled if authorities declare drought levels as high or very high., or a Red Flag warning has been issued.
- **Compliance with Michigan State Law:** Fireworks on public property require proper permitting according to Michigan state law, including the SBRC-owned shoreline and beach areas designated as public access
- **Noise Regulations:** Fruitland Township Ordinance prohibits loud noise between 11 p.m. and 7 a.m.

## Leasehold Fire Safety Checklist

All SBRC Leaseholds are responsible for inspecting their Leasehold using the SBRC Annual Fire Safety Checklist to ensure all fire prevention measures are current inside their cottage and on their Leasehold.

### EMERGENCY - Call 911

Muskegon County Sheriff	231-724-6351
Consumers Energy Outage	800-477-5050
White Lake Fire Authority	231-893-6503
Poison Control Center	800-222-1222
U.S. Coast Guard Search & Rescue	231-759-8581
Michigan State Police – Post 61 for Muskegon Co.	616-842-2100
Whitehall Police Department	no jurisdiction

### Fire Extinguishers (Household ABC/2A 10BC)

1. One (1) Located on Every Floor - Kitchen on first floor
2. Rechargeable extinguishers shall be charged every 6 years.
  - a. Rechargeable services are offered annually at SBRC for convenience. See Activities Calendar. Fee charged.
  - b. See SBRC Website for Test and Recharging Business recommendations
3. Replaceable extinguishers shall be replaced every 12 years.
4. “How to Use” Instructions Posted.

**Smoke/Carbon Monoxide Detectors** - Smoke Detectors are required. If your cottage has a fossil fuel-burning furnace, boiler, water heater, or fossil fuel-burning appliances, or any living areas are adjacent to an attached garage, a carbon monoxide detector is required.

1. Replace Batteries
2. Test System(s)

**50-ft Watering Hose** attached to cottage. One hose is the rule. Two (2) hose sites are preferable, attached to spigots on the building’s front and back, or each side.

### Property Inspection

1. **House Numbers** posted are 4’ or taller, of contrasting color, in good condition and visible from the driveway.
2. **Power and cable wires.** Inspect property for wires hanging lower than 14 feet off the ground for Fire Truck clearance.
3. **Tree branches** shall be 48 inches from your cottage for fire safety.
4. **Stovetop vent system** shall be inspected for grease buildup, and cleaned.
5. **Furnace and water heater** are clear of obstructions with no flammable items stored nearby. Ventilation for furnace and water heater is clear and free of obstruction to the outside of the home. Burner-access door on water heater shall be closed off to prevent flame roll-out.
6. **Breaker panel** is up to code, and sealed. Breaker wires are secure.
7. **Clothes Dryer Vent** Inspect and Clean.
8. **Power Strips and Extension Cords** - shall be kept away from rugs, drapes, hanging towels, etc.
9. Confirm that the electrical circuit can accommodate the load required by the small appliance to prevent circuit overload.

### Chimney/Space Heaters

1. Confirm **Spark Screen** remains in place at the top of your chimney.
2. **Chimney inspection** is recommended annually. Cleaning is recommended when  $\frac{1}{8}$ ” of creosote has built up in the chimney chamber. Chimney fires occur when  $\frac{1}{4}$ ” of creosote is present. *See SBRC Website for Chimney Inspector recommendations.*
3. **Space Heaters** are *not* recommended due to the high risk of burns and fire. If you are going to use a portable heater, or other heat-producing appliances, they shall be at least 3’ from any flammable items including furniture, beds, clothing, etc. and unplugged when not in use.

**Family Fire Escape Plan.** Review and practice it with your family.

## MODIFICATIONS

Required *Modifications Proposal Application* is found at <https://sylvanbeachmi.com/information/>

### **Overview**

SBRC owns all 32 acres of its land, including Parkland (common property) and Leaseholds (individual cottage sites). All modifications, construction, or use of this land fall under the authority of the SBRC Board and the Modifications Committee.

SBRC lies atop a Critical Dune area. Any ground disturbance may require permits from:

- EGLE (Department of Environment, Great Lakes, and Energy)
- Muskegon County (Soil Erosion Control, Public Health for septic systems)
- Fruitland Township

### **Roles of Those Involved**

**The Applicant** submits a proposal for modification, ensuring it aligns with the guidelines outlined in this document. It is the Applicant's responsibility to resolve all reasonable concerns with immediate neighbors before requesting their completion of the Project Review form. If a neighbor identifies unresolved concerns on their form, the Applicant must respond to those concerns on the Leasehold Modification Application before submitting it to the Modifications Committee.

**The Immediate Neighbor** provides feedback based on personal considerations regarding the proposed alteration to a neighboring leasehold or adjacent Parkland property. Once the Applicant formally requests completion of the form, the neighbor shall return the form to the applicant ASAP or upon an agreed upon date. While neighbors may express concerns, they may not impose conditions beyond the scope of the proposal.

**The Modifications Committee** is responsible for reviewing proposed modifications to ensure alignment with SBRC standards and Bylaws. Its role includes:

- Assisting the Board by carefully reviewing applicants' detailed plans for compliance.
- Helping applicants understand SBRC guidelines and navigate the approval process.
- Supporting the improvement of family leaseholds.
- Providing a forum for reasonable discussion on modification-related topics.
- Periodically reviewing SBRC design guidelines and Fruitland Township regulations to ensure alignment with SBRC Bylaws, long-range planning, and zoning district standards.
- The Modifications Committee shall determine an approval or rejection of an application by a vote of the majority, although a unanimous vote is preferred.

**The Board of Directors** conducts the final evaluation of the proposal, based on its responsibility to operate, maintain, and manage the real property, buildings, infrastructure, and other assets of our historic beachside community.

If the proposed modification involves use of the Community's Parkland, **Shareholders will vote on the Board-approved proposal at the next Annual Meeting**. A two-thirds (2/3) majority vote of Shareholders is required to approve the modification.

### **General Modifications Guidelines**

#### **Consistency with Character:**

Modifications must align with the style, quality, and scale of surrounding structures, as outlined in SBRC Bylaws (Article VII, Section 4). Exterior changes impacting size, shape, height, roofline, or footprint must be approved through the Modifications application process.

#### **Permit Compliance:**

Approval from SBRC does not guarantee local, state, or federal approval. The shareholder is responsible for obtaining all necessary permits from regulatory bodies such as EGLE.

#### **Leasehold Boundaries:**

Shareholders must confirm their Leasehold boundaries. Unauthorized use or modification of Parkland is not permitted.

**Interior/Minor Exterior Work:**

No SBRC approval is needed for non-structural changes (e.g., painting, re-roofing with similar materials, interior remodeling). However, work should align with community aesthetics, and neighbors should be notified as a courtesy, even if the work is conducted off-season.

**General Construction Guidelines**

- Construction shall only occur between Labor Day and June 30th, except in emergency cases as determined by the Board of Directors.
- Applications for construction on Association Parkland require Shareholder approval at the next Annual Meeting, before construction may begin.

**Leasehold Related Modifications****Permanent Structures and Additions:**

All new permanent structures or modifications on Leaseholds—including garages, decks, sheds, pergolas, fences, wood boxes, boat racks, and similar items—require review by the Modifications Committee and approval by the SBRC Board. (Bylaws Article X)

Only one residence is permitted per Leasehold under SBRC Bylaws and Fruitland Township zoning codes.

**Utilities and Systems:**

Installation of wells, waste disposal systems, or permanent in-ground watering systems must be reviewed by the Modifications Committee and approved by the Board.

**Landscaping, Lighting, and Mechanical Installations:**

Additions should align with the general character of Sylvan Beach and not hinder others' enjoyment of the community.

1. Above-grade landscaping (e.g., hedges, boulders, terracing) must preserve sightlines.
2. Items producing constant noise or light (e.g., A/C units, generators, fountains, bright lights) must not disrupt the community's quality of life.
3. At-grade improvements fully within Leasehold boundaries do not require approval, provided they comply with general guidelines.
4. Area lighting, fences, pet containment systems, or similar permanent fixtures require Modifications Committee and Board approval.

**Boathouses****Emergency Repairs:**

Summer-season construction (June 30–Labor Day) requires written permission from the Grounds Chair and the Board.

**New Boathouses:**

Fruitland Township prohibits new boathouses on White Lake. No Sylvan Beach properties have grandfathered exceptions.

**Permanent Shoreline Construction:**

Requires EGLE and Army Corps of Engineers review.

**Stairs, Decks, Lifts, Landings on Parkland****Association-Provided Beach Access:**

SBRC owns and maintains shared stairways and footpaths to ensure equitable beach access to Lake Michigan and White Lake's boathouse row. SBRC is responsible for their upkeep.

**Structures for Personal Use:**

Approval: All new permanent structures to be built on Parkland require Modifications Committee, Board approval, and Stockholder approval at the Annual Meeting or via Special Meeting.

Permits: EGLE and Muskegon County permits may be required.

- Stairways under 5 ft wide, elevated, uncovered, with hand-dug holes, may be EGLE-exempt.
- Structures within 500 ft of water may require Muskegon County Soil Erosion permits.

**Safety, Liability & Maintenance:**

- Shareholders must maintain personal structures in safe, sound condition and carry liability insurance.
- The Association may inspect structures for safety, and the required repairs must be made promptly at the Leaseholder's expense.
- Ownership and maintenance responsibility of the personal structure transfers with a Leasehold sale.



## **Parkland Infrastructure Maintenance & Modifications**

### **Ownership and Access:**

All driveways are owned by SBRC—even if they serve a single Leasehold. Associates access their properties via SBRC pathways by permission of the Association.

No driveway easements exist other than a 1974 agreement (Block 3, Lots 9 & 10).

### **Maintenance:**

SBRC maintains all roads, footpaths, and shared beach stairs and paths. If Shareholder construction damages Parkland infrastructure, they must cover repair costs.

### **Modifications:**

- Driveways on Parkland: Require approval from two-thirds of all SBRC Stockholders.
- Driveways on Leaseholds: If other properties' access is affected, broader approval may be required.

### **Evaluation Criteria**

Requests are evaluated based on:

- Dune and vegetation impact
- Necessity (e.g., disability access)
- Design harmony and safety
- Topography and visual impact
- Neighbor considerations

### **Final Notes**

All Shareholders are expected to:

- Understand and comply with SBRC guidelines and all relevant laws
- Respect shared community values and neighbors
- Obtain all required approvals before beginning any work

## **Shoreline (Revetment) Protection Policy (May 28, 2022)**

That the Sylvan Beach Resort Company's responsibility for shoreline protection is limited to:

- Additionally, any common property without a Leasehold adjacent to the property (i.e. the area between 5682 Murray Rd and 5852 Murray Rd Leaseholds).
- On the Lake Michigan shoreline, adjacent to abandoned Muskegon County roadways and other common property used for common access by SBRC residents. (See attached map yellow highlights for detail)

It is the responsibility of each SBRC Shareholder, *and Interior SBRC Associate property owners*, to establish and maintain, with approval of the Board as to design and location, such shoreline protection systems as are necessary to protect their respective Leaseholds, whether or not such systems are located within the boundaries of their Leaseholds or situated on the common beach, park areas, or non-leased lots within the boundaries of the Resort Company.

The SBRC Board will collaborate with adjacent landowners should they need to install shoreline revetment. It is the hope of the SBRC Shareholders that the same level of courtesy and collaboration be reciprocated.

White Lake bluff Shareholders are responsible for the shoreline protection along Boathouse Row. Should White Lake shoreline protection measures have implications on a boat house owned by a separate Shareholders, the SBRC Board expects both parties to cooperate with one another to come to the best resolution for both parties before submitting modifications application to the SBRC Board.

Boathouse owners are responsible for the appearance and structural integrity of their building, and the safe and orderly maintenance of land around and underneath the boathouse, to SBRC standards. The Shareholder is responsible for the bank and protecting their Leasehold.

The Board of Directors, along with the support of the Modifications Committee, will undertake to:

1. Sign as underlying landowner when required all Michigan Department of Environment, Great Lakes and Energy (EGLE) permitting only for shoreline protection systems.
2. Work to develop a comprehensive plan for shoreline protection, relying on current EGLE opinion of best practices.
3. Work with Shareholder to seek cooperation from all affected Shareholders, only if those affected cannot come to agreement;
4. Receive and process any complaints concerning non-compliance and/or adverse action regarding shoreline protection;
5. Help monitor existing shoreline protection systems;

Shareholders are encouraged to continually monitor and address shoreline erosion issues to avoid the need for a crisis response. The SBRC Board recommends Leaseholds start this process immediately. The Board assumes no responsibility to monitor for Leasehold shoreline issues.

## **OCCUPANCY, RENTALS AND SALES (Bylaw Article X)**

The SBRC Rentals Chairperson is the primary contact for all occupancy, rentals and sales questions.

### **Cottage Sales**

Shareholder shall submit a ***Property Sale Declaration*** with the Board prior to going public with the sale of their property.

Upon the signing of a purchase agreement, the Shareholder shall submit the ***Purchase & Lease Transfer Application***, and contact the Association's attorney to begin the transfer process.

Both applications can be found at <https://sylvanbeachmi.com/information/>

The provided steps outline the process of selling property within the SBRC, including the rights and responsibilities of the seller, the Board of Directors, and the buyer.

- **Seller's Intent and Board's Right of Refusal:**
  - The seller shall notify the Sales Chair, a representative of the SBRC Board, of their intent to sell, including a firm listing price using the ***Property Sale Declaration*** form. The price shall be realistic and may be established through an appraisal or consultation with a prospective real estate broker.
  - The Board of Directors has the first right of refusal to purchase the property, lease, and stock shares on behalf of the Association. If the Board decides to recommend purchasing the property, it has 90 days to obtain a majority vote of the Shareholders and arrange financing.
- **Announcement of Property for Sale:**
  - If the Board refuses the purchase, the Sales Chair will announce the property for sale to all SBRC Shareholders, Associates, and Friends of Sylvan Beach via a newsletter.
  - The Association requests a 30-day notice before the property listing goes public.
- **Public Notice and Special Nature of Property:**
  - The seller or the seller's agent manages the public notice.
  - Prospective buyers shall be informed about the unique aspects of the property: it involves a lease and stock in the Resort Company, not title ownership.
  - Both the sale and purchase require Board approval.
  - Any mortgage on the property cannot exceed 70% of its fair market value
- **Purchase Agreement and Approval:**
  - Upon reaching a purchase agreement, the buyer and the seller shall complete the ***Purchase and Lease Transfer Application***, and submit it to the Sales Chair for review and approval of the Board.
  - The SBRC Board shall approve the transfer of shares and the lease attached to the property. Approval criteria includes the acknowledgement that the property's use is governed by the Resort Company's bylaws, policies, and rules. This is done through the ***Purchase and Lease Transfer Application***.

### **Seller and Real Estate Agent Guide**

The Seller and Real Estate Agent Guide for SBRC provides information on the unique circumstances surrounding the sale and transfer of cottages within the SBRC community. The Agent is expected to provide a copy of the current Handbook to all interested parties, and before a purchase agreement is signed. Key points include:

- **Nature of Cottages:**
  - Cottages are considered personal property, not real estate.
  - Buyers purchase the cottage and sign a lease with the Sylvan Beach Resort Company.
- **Mortgage Considerations:**
  - Selling to buyers who need a mortgage may incur additional costs related to SBRC attorney services for providing necessary information to the bank's loan department.
  - The land cannot be used as collateral for mortgages.
- **Responsibilities of the Seller:**
  - The Shareholder is responsible for managing the sale of their property on the SBRC leasehold.
  - Sellers shall inform any real estate brokers involved about the unique circumstances of owning shares and a lease with SBRC.
- **Signage and Advertising:**
  - No signage (e.g., for sale, contractor, political signs) is permitted on Association property.
  - The property may only be shown by the Shareholder or authorized sales personnel of the exclusive broker on file with the Board.
  - All written advertisements of the property shall be approved in advance by the President or Sales Chairperson.
- **Preservation of Resort Character:**
  - The Board of Directors may impose additional requirements to preserve the family-oriented nature of the resort and maintain its purpose.
  - These requirements are not intended to discriminate against any person or family based on race, color, religion, sex, or national origin.

### **Share and Lease Transfer Policy/ Legal Fees for Transfer**

Sylvan Beach Resort Company retains an attorney who maintains our corporate ownership information and provides the legal work necessary to transfer shares within a family or when a cottage is sold. Cottage seller is responsible for all attorney fees related to the sale and lease transference to the new owner, including those that benefit the buyer, per by-laws. These legal services are not part of any "closing" and will be billed to the seller after that transaction is completed. Anyone wanting to sell their house needs to be working with the SBRC attorney to understand the costs related to his time that depend on the issues and demands of the sale.

Contact information for SBRC attorney: Bill Sikkell, Sikkell & Associates, 320 N. 120th Ave, Ste 150, Holland, MI 49424, Office, (616) 394-3025, Mobile (616) 836-7504, [bsikkell@sikkellaw.com](mailto:bsikkell@sikkellaw.com) The fee charged is based on time expended and services rendered. Time is billed at a rate of \$350/hour.

### **Cottage Use Without an Owner Present**

The Shareholder shall submit a ***Cottage Use Agreement***, previously a Cottage Rental Agreement, with the Rental & Leasing Chair prior to granting use of their property to a guest or renter. The application can be found at <https://sylvanbeachmi.com/information/>

This policy ensures that the rights and opportunities of Shareholders and Associates are not compromised due to an increase in users of Sylvan Beach privileges. It protects the legacy and integrity of the community, maintains a family-oriented environment, and prevents cottages from becoming AirB&B/VRBO-type rentals. It also ensures the safety and security of guests and residents.

### **General Guidelines**

- The conduct of guests while on Association property is the responsibility of the host.
- All dwelling use arrangements, whether rental or non-rental, shall be documented using the Cottage Use Application.
- Renting through vacation rental companies, online platforms, or public advertisements is not permitted.
- The Rentals Chair maintains a list of cottages available for rent. Inquiries will be provided with the full listing for that season upon request.
- Renters shall provide a reference known by the Association.
- The Cottage Use Application is available on the Sylvan Beach website.
- Cottage owners will inform immediate neighbors of rental dates before the renters' stay begins.
- While a Leasehold is rented, general Association privileges (such as beach access, social events, fitness classes, and use of common areas) extend to the renter(s) for the duration of their stay. However, dock, boat slip, mooring, and boathouse privileges do not transfer to renters. These privileges are restored to the owner at the end of the rental period.
- The rental agreement, including rates and cancellation policies, is the sole responsibility of the property owner.
- Cottages may not be donated for use to any organization or auctioned for fundraisers.
- The Rentals Chair shall approve each Cottage Use Application before the rental date.

### **Rental Notification and Agreement (Article IX. Section 4.)**

- Shareholders or Associates intending to rent their dwelling shall notify the Rentals Chair by December 31 of the current year. This notification is valid for one year and shall be renewed annually.
- A Cottage Use Application, provided by the Rentals Chair, shall be completed by all potential tenants.
- The minimum rental period is fourteen (14) consecutive days.
- A dwelling may be rented a maximum of three (3) times per calendar year. The third rental shall occur before the Fourth of July weekend or after the Labor Day weekend.
- During any rental period, the dwelling may be occupied only by tenants listed on the Cottage Use Application or their immediate family.
- Shareholders shall file a Cottage Use Application whenever someone other than a Shareholder or their immediate family occupies the cottage in their absence, regardless of duration.

### **Non-Rental Cottage Use**

- A Cottage Use Application is required when non-immediate family guests stay in a Shareholder or Associate's cottage without an owner present, provided they are not paying a fee to stay for any duration.
- Dock, boat slip, mooring, and boathouse privileges do not extend to individuals outside the Leaseholder's or Associate's immediate family, **unless** they have been specifically granted permission to use the owner's personal watercraft stored at Sylvan Beach.
- Non-owning immediate family (such as children or siblings) using a family Leasehold long-term without an owner present is a common practice at Sylvan Beach and does not require notification.

### **Wabanningo Club & Field Rental Details and Rules** Revised 11/4/24

A ***Wabanningo Club & Field Rental Application*** shall be submitted to the Rentals Chair for approval and scheduling. Application can be found at the Sylvan Beach website, <https://sylvanbeachmi.com/information/>

#### **Building Details**

- **Address:** 5977 Murray Rd, Whitehall 49461
- **Fire Code Capacity:** 220 (Main Floor and Stage)
- **Main floor** - Seating room for about 140 to 180 individuals, if additional chairs are brought in.
- **Furniture:** 133 chairs
- **Kitchen:** Sink, fridge, microwave. No disposal.

#### **Access and Renter Usage**

- **Includes:** Main floor, kitchen, stage if needed, outside deck and balcony, and bathrooms in the Wabanningo Club and garage.
- **Excludes:** Stage lights, sound system, piano and other SBRC property.
- Non-members shall be sponsored by a Shareholder. The renters conduct and care of the Wabanningo Club and Field is the responsibility of the sponsor.
- No alcohol sales without a Liquor License.
- Fruitland Township noise ordinance 11 pm to 7 am.)

#### **Parking: 37 spots total**

##### **Bathrooms** (no handicap equipped bathroom):

- One single-room unisex bathroom on north porch; handicap accessible, no stability bar.
- Two single-room unisex bathrooms at garage. Not handicap accessible.

#### **Wabanningo Club Fees and Liability**

- Shareholder and Associates I and II: \$200 per day/evening
- Non-members: \$600 per day/evening (requires an Individual Shareholder sponsor)
- Minimum Set-up and Clean-up Fee: \$150. Should the clean up after an event require additional time, the renter will pay the additional fee.
- Refundable Damage Deposit: \$500 (separate check to be held by Rental Chair, and returned after post-event review)
- Required liability insurance: \$1 million. Deliver proof of insurance a week before the event to Rental Chair.

#### **Field Rental Features, Fees and Liability**

- The field behind the Wabanningo Club is available for rent, in addition to or separately from a Wabanningo Club.
- The fee for renting the Wabanningo Field is \$250. Damage deposit \$50.
- Non-members shall be sponsored by an Individual Shareholder. The renters conduct and care of the Wabanningo Club and Field is the responsibility of the sponsor.
- Required liability insurance: \$1 million. Deliver proof of insurance a week before the event. Only one liability insurance waiver is required if both the Club and Field are being rented for the same event.
- Tent and flooring set-up require Grounds Chair approval.
- Power (110-115v) is provided at power pole at southwest corner of garage. This system has a limited capacity. It cannot power live music, lighting, and catering for a large event. Generators are allowed, but shall comply with noise ordinance.
- No insect spraying; use citronella or fans.

### **Wabanningo Garage Rental**

A ***Wabanningo Garage Rental Application*** shall be on file with the Rentals Chair. Application can be found at the Sylvan Beach website, <https://sylvanbeachmi.com/information/>

Three spaces are available for rent annually at a rate of \$550 (Adopted September 2019). When all spaces are rented, a waiting list is maintained by the SBRC Rentals Chairperson.

1. The storage of potential flammables is prohibited.
2. Annual rent will be invoiced in the same manner as SBRC dues, currently by email, and shall be paid in a timely manner. Payment can be made online or mailed to Sylvan Beach Resort Company's Post Office Box 311, Whitehall, Michigan 49461. Thirty (30)-day payment delinquency will cause the Rentals Chair to seek a new tenant.
3. A garage space is rented to an Individual Shareholder.
4. The renter is solely responsible for obtaining renter's insurance to cover the contents stored in the garage. The policy must name the Sylvan Beach Resort Company (SBRC) as a loss payee. Proof of insurance must be provided to the Rental Chair. SBRC is not liable for any damage to, or loss of, items stored in the garage.
5. Garage rental does not transfer. When the Individual Shareholder no longer wishes the storage space, the garage space will be rented to the next Shareholder on the waiting list.

## **PROPERTY MANAGEMENT AND OPERATIONAL REFERENCES**

### **Delinquency of Fruitland Township Property Tax Payment**

Failure to pay property taxes by a Shareholder, or Associate 1 residence whose cottage sits surrounded by SBRC land, will cause the loss of active membership in the Association, and all privileges will be put on hold. Revoking privileges prevents the owner from occupying their cottage until the tax payment is made. A delinquency of 12 months will cause the Board, on behalf of the Association, to act to preserve ownership of the Association's property.

**Fall Leaf Clean Up** – A lawn maintenance contractor performs an annual leaf collection/clean-up. Shareholders may also take leaves to the transfer station.

### **Memorial Contributions**

When a Sylvan Beach Resort Company (SBRC) active Individual Shareholder, Associate or Friends member passes away, a \$100 donation is made to the charity listed in the member's obituary. The memorial donation is made upon announcement of the death to the SBRC community via email. If more than one charity is listed in the obituary then the donation is to be made to one of them at the discretion of the SBRC Treasurer or other SBRC Board Member. If no charity is listed, then a SBRC Board Member may reach out to the deceased's family or friend to ask for a recommendation.

### **Noise**

- **Fruitland Township** Ordinance prohibits loud noise from 11 p.m. to 7 a.m.
- Use of lawn maintenance equipment (all equipment with a gas or electric engine) is limited to Wednesdays and Thursdays between 10 a.m. and 5 p.m. Please schedule your personal landscaping activities and those of your lawn care contractors to these days and times. Sylvan Beach's seasonal mowing will also take place according to this rule. Fall leaf removal and Spring cleanup will not.

### **Post Office**

- Opens: May 15th
- Closes: September 15th
- Hours: Monday through Friday from 10 am to Noon, Saturday from 11 am to Noon

### **Property Descriptions**

The Association encompasses approximately 31.9 acres and is located in Fruitland Township, Muskegon County, Michigan. For property identification, the Association's land is referenced using multiple systems:

- **Fruitland Township Parcel Identification Number (FT PIN):** The official tax and property record used by Muskegon County and Fruitland Township for assessment and land registry. The FT PIN for all Common Land and Association-owned buildings is 61-06-578-001-0001-00.
- **Proprietary Leases:** The Association has granted sixty-two (62) proprietary leases for parcels of Association-owned land, identified by FT PINs 61-06-578-001-0001-05 through 61-06-578-001-67. Each proprietary lease is also assigned an internal SBRC Lease Identifier, such as "Block 1, Lot 1" or "First Addition, Lots 21, 22, and the South ½ of Lot 20 (Lots O and P)."
- **USPS Legal Address:** Each leased parcel is associated with a mailing address for practical purposes such as mail delivery, utilities, and emergency services.

For all legal and tax matters, the FT PIN assigned by Muskegon County governs property records. SBRC Lease Identifiers are used for internal governance and Shareholder management but do not supersede official county records. Any discrepancies between these identifiers shall be resolved with reference to official land records maintained by Fruitland Township and Muskegon County.

### **Snow Storm Plowing for Fire Safety**

All major driveways, determined by the WLFA Fire Marshall, will be plowed in the event of 6" of accumulation, in order that Fire Trucks may maneuver at Sylvan Beach should a fire occur. The cost of Storm Plowing is the responsibility of the SBRC. A year around resident from Lake Michigan and one from White Lake will cooperate in making the call to Seavers to do the community plowing. (Currently, the Cummins and the Davis households have agreed to make the "call" for snow plowing)

### **Special Meeting and Annual Meeting Policy during a Pandemic or Local/Regional/National Emergency**

That the Sylvan Beach Resort Company's (SBRC) Board of Directors (BOD) takes its responsibility to "promote and maintain the.... general well-being of the Shareholders of the Association... (Article 1) seriously." Critical operational decisions related to the wellbeing of the Association are necessary and require a Shareholder vote. All Association meetings, including the Annual Meeting, may be held in an online, web-based format of the Board's choosing.

The Board of Directors will undertake to follow *Meetings of Members By-laws* (Article IV), including any special meetings,

- Each Member of record will receive notice by electronic email of the Member Meeting (Section 3).

- The link to all online web-based meetings will be provided by email to all Primary Contacts for a Lease Shareholder Group one week in advance of the meeting.
- It is the responsibility of the Shareholder to inform SBRC Secretary of any changes to your email address on record in the SBRC Directory.
- Every meeting will require a roll call to confirm a Quorum (Section 5).
- The Board of Directors will do its best to support Shareholders' transition to a new meeting format, including a "how to participate" review at the start of each meeting.

Modifications related to voting procedures (Article IV. Section 4. Voting):

- **Proxies.** At each meeting of the Members of the Association, Members shall be entitled to one (1) vote for each share of stock held of record and may be represented at such a meeting via web-based meeting verbal vote or by proxy duly authorized in writing for that purpose, such proxy to be filed with the Secretary before the meeting. A digital copy of a signed proxy will be accepted at and shall arrive a minimum of 1 day before the meeting.

#### **Transfer of Shares Ancillary to a Lease**

Sylvan Beach Resort Company does not permit the division or partitioning of shares that are ancillary to a Lease. Shareholders shall transfer only an **undivided fractional or percentage interest** in the **entire shareholding** associated with the Lease. All such transfers shall be made via an approved stock transfer process and are subject to Board review and approval in accordance with Company bylaws and policies.

#### **Trash & Recycling**

**Trash** - is removed weekly from mid-May until mid-October. The extent of this service, however, is conditional upon the contractors and services available to the SBRC.

1. Trash shall be placed in appropriate containers.
2. Trash not secured in plastic bags, or scattered by animals, will NOT be picked up.

**Recycling** – can be taken to the local Fruitland Ecology Station at 5281 Michillinda Road. Plastic bottles, glass, paper and cardboard are all accepted.

## **SHORELINE - WHITE LAKE AND LAKE MICHIGAN**

The SBRC Shoreline Chairperson is the primary contact for all shoreline questions.

This summary outlines SBRC's rights and responsibilities regarding its shoreline ownership and members' beach privileges, as well as the public's right to use the Lake Michigan shoreline.

### **Boater Responsibilities**

1. Waterskiing, tubing, and jet ski starts within the 100' no wake zone is strictly forbidden. Slow - No Wake Speed zone exists within 100 feet of shoreline, any watercraft, pier, person, raft, swimming area, and swimmers – Michigan Marine Law & Boater Safety.
2. Boats stored on the White Lake beach shall not block access to boathouses, docks, and the lakefront.
3. Shareholders unused dock sections and poles shall be stored neatly along the high-water mark away from pathways and not blocking access to boathouses, docks, and the lakefront. Don't forget to label each item clearly with your name.

### **Kiddie Beach Rules**

1. Swim at your own risk.
2. Do not let anyone climb on or move rocks that are part of the shoreline revetment work.
3. Children 12 and under shall be accompanied by an adult when swimming at Kiddie Beach.
4. Attend to your children and pets at all times. Pets shall be leashed.
5. Always be aware of traffic on Murray Rd.
6. We encourage the use of water shoes for all. While we do our best to provide a safe swim area, sharp objects may rise or migrate along the sand's surface.

### **Shoreline Ownership and Rights**

- The State of Michigan recognizes Sylvan Beach Resort Company (SBRC) as the owner of the shoreline bordering the East and West property lines of the resort.
- SBRC owns the land (Parkland) under the water up to the center of White Lake and Lake Michigan, but not the water and fish above it.

### **Shoreline Management and Regulations**

- The SBRC Board of Directors manages the shoreline, including installing docks, slips/lifts, and moorings on the inland lake.
- The Board enforces the limits set by the Army Corps of Engineers permit.
- Any unused boats, lifts, or large boating equipment shall be stored away from Association Parkland and Leaseholds during the summer, from 11 pm June 30 through Labor Day.

### **Beach Privileges**

- Association members may use the beaches along White Lake and Lake Michigan within the Association's property lines.
- Do no harm to shoreline preservation work, dune erosion or seawall areas, and all Association property.
  - Stay on established pathways, as any deviation causes man-made water pathways for future erosion during major seasonal storms.
  - Do not climb on high-water-mark cliffs.
  - Never remove beach grass from any beach area.
- SBRC maintains access points such as driveways and footpaths to allow everyone access to the beaches.
- Association members may use all docks for activities such as fishing, sunbathing, and picking up or dropping off people. The courtesy of asking permission is encouraged.
- Beach items, such as chairs, umbrellas, and paddle boards are allowed to be left on Lake Michigan beach during the summer season, above the high water mark, and shall be marked with the owner's name.

### **Public Use of Sylvan Beach Shoreline**

- The State of Michigan regulates the Lake Michigan shoreline up to the ordinary high-water mark (OHWM).
- The public can walk or stand below the OHWM on the Lake Michigan shore.
- SBRC owns the land above the OHWM.
- Non-shareholders or uninvited guests on the beach above the OHWM are considered trespassing.

### **White Lake Dock, Slip, Lift, and Mooring Policy (Updated 2025)**

A *Boat Slip/Mooring and Dock Request Application* shall be submitted and approved by the Shoreline Chair and Committee before any action may be taken. The application can be found at the Sylvan Beach website, <https://sylvanbeachmi.com/information/>. To allow for adequate time to consider the request, applications shall be submitted by **January 1** for the coming season.

### **Docks, Moorings and Slips**

Sylvan Beach Resort Company is limited by its permit with the Army Corps of Engineering to 22 docks and 64 slips. At the same time, access to the lake is in high demand. The following rules and guidelines have been developed over the years to provide fair access to our shoreline for all shareholders.

**Eligibility for Dock or Slip Applications:**

- Shareholder of the Company are eligible for access to one dock and two slips based on availability; an Associate I is eligible for access to one dock and one slip based on availability.
- Proof of boat ownership may be requested.
- Access to docks and boathouses is a privilege of the Shareholder cottage
- Boats shall be registered and titled as per State of Michigan requirements.
- All boat lifts and trailers shall have the owner's name marked on them.

**Application and Approval:**

- Applications are required for all boat moorings, docks, slips, and lifts along White Lake. Boats or hoists may not be placed along the shoreline before approval is granted.
- Changes in configuration shall be approved before installation.
- Application can be found on the SBRC website.

**Annual Privileges:**

- Once approved, the lift/slip and dock applications grant annual privileges.
- Multiple families shall share docks to reduce dock runs and comply with USACE limits.
- Those sharing a dock system are encouraged to agree amongst themselves to all cost sharing arrangements.
- Notify the Shoreline Chair when a lift/slip/dock is no longer needed.
- Dock and slip privileges are not transferrable unless it is to an immediate family member.

**Safety and Maintenance:**

- Docks shall be maintained safely by dock owners. All repairs will be made in a timely matter.
- Dock owners shall carry liability insurance for their docks.

**Dock Layout and Usage:**

- The Shoreline Chair can modify the shoreline's dock layout for efficiency and to comply with USACE permit.
- Members will be notified of changes and shall comply.

**Unused Docks and Slips:**

- With the approval of the Shoreline Committee, an owner of a dock ("Owner") who does not plan to use its dock/slip for a Season (defined as Memorial Day to Labor Day) may allow a person from the waitlist ("Renter") to use its dock for that season provided the renter assumes all owner's costs associated with dock/slip installation and removal. No money shall be exchanged for the one season of use. If the Owner has not provided the Shoreline Committee with a plan for use of Dock/Slip in the next Season by the end of November of the same year, the Owner will forfeit its dock and slip privileges.
- Unused docks and/or slips for a season will be made available to new users in the next season.

**Temporary Installations:**

- The Shoreline Chair shall approve temporary installations of off-shore moorings, barges, or on-shore watercraft.

**Unused Dock Equipment:**

- Unused dock sections and poles shall be placed away from walking areas.
- Unwanted dock pieces or large trash items shall be disposed of by June 30th at the owner's expense

**End of Season:**

- All docks, lifts, and boats shall be removed from the lake on or before October 15 of each season.

**Lake Michigan Beach Item Storage**

- Items (e.g., chairs, umbrellas, toys) may be left on Lake Michigan beach during summer in designated areas.
- Mark all items with the owner's name and remove them before leaving the Association for the season or by October 15.
- Left-behind items will be discarded, and owners will be charged \$15 per item for disposal.

**Lake Michigan Summer Boat Beach Storage**

- Sailboats can be temporarily stored, for one week, on Lake Michigan shoreline in approved locations by the Shoreline Committee. Sailboats will be stored 50 feet away from the nearest beach access point.
- Small watercraft like sailboats, kayaks, canoes, and paddle boards can be temporarily stored on Lake Michigan beach above the high-water mark while owner's cottage is in use in areas approved by the Shoreline Committee.
- Boats shall be registered and titled as per State of Michigan requirements.
- Motorized boats are not allowed on Lake Michigan shoreline.



- Boats shall be clearly marked with the owner's name and placed above the high-water mark to avoid obstructing the beach.
- Remove all items from the beach before leaving the Association for the season or by October 15.
- Left-behind items will be discarded, and owners will be charged \$25 per item for disposal.

#### **White Lake Summer Boat Beach Use**

- Small watercraft like sailboats, kayaks, canoes, paddle boards, and wave runners can be temporarily stored on White Lake beach in designated areas approved by the Shoreline Committee.
- Boats shall be clearly marked with the owner's name and be positioned above the high-water mark to avoid blocking boat launches and walkways.
- Boats shall be registered and titled as per State of Michigan requirements.
- Secure all halyards to prevent noise.

#### **Seasonal Storage of Boats and Trailers**

- Docks shall be installed before 11 pm June 30<sup>th</sup>.
- Boats and trailers cannot be stored behind cottages or in driveways from June 15 to Labor Day.
- Only SBRC Shareholder and Associate 1s can use the SBRC Trailer Storage Park. Space is limited.
- Remove trailers by October 15.
- High water and swampy conditions may limit use of the park.
- Boats over 30 feet shall be stored off Association property.
- Only trailers may be stored in the SBRC Trailer Storage Park. No Boats! Contact the Grounds Chair for access. Trailers shall be marked with owner's name.
- Members assume responsibility for their stored items; SBRC is not liable for safety or injury related to the park.

## 2024-2025 BOARD OF DIRECTORS AND GENERAL JOB ROLES

Ginna Beckett Communications: General 1 <sup>st</sup> Term Ends: July 2027	PRESIDENT	<a href="mailto:gwbeckett61@gmail.com">gwbeckett61@gmail.com</a>	321-626-7028
Dave Cummins Rentals & Transfers Term Ends: July 2027	VICE PRESIDENT	<a href="mailto:dcummins32@gmail.com">dcummins32@gmail.com</a>	408-314-8353
Julia Swickard Archives Liaison Membership Chair 1 <sup>st</sup> Term Ends: July 2026	SECRETARY	<a href="mailto:juliaswickard@sbcglobal.net">juliaswickard@sbcglobal.net</a>	913-207-6983
George Jackoboice 1 <sup>st</sup> Term Ends: July 2026	TREASURER	<a href="mailto:george@monarch1856.com">george@monarch1856.com</a>	415-798-7798
Kirt Holder Modifications Committee 1 <sup>st</sup> Term Ends: July 2025	GROUND	<a href="mailto:jkholder2@msn.com">jkholder2@msn.com</a>	678-832-9657
Steve Denison Shoreline Committee 2 <sup>nd</sup> Term Ends: July 2026	SHORELINE	<a href="mailto:denno826@gmail.com">denno826@gmail.com</a>	513-205-1031
Jenny Page Communications: Activities 1 <sup>st</sup> Term Ends: July 2025	ACTIVITIES	<a href="mailto:sylvanbeach1895@gmail.com">sylvanbeach1895@gmail.com</a>	918-805-6610

## Sylvan Beach Leasehold Owners 2025



