

# Spring Lane

Condominium Association



## Rules & Regulations of Condominium Ownership

### Board of Directors

Officers are comprised of co-owner  
volunteers from the association

# Rules & Regulations

Adopted July 14, 1992

Revised January, 2023

These Rules and Regulations for the condominium property, the common elements, and the condominium units are in effect until amended by the Board of Directors of the Condominium Association, and apply to all unit owners. Violation of these Rules and Regulations may subject the violator to legal remedies available to the Condominium Association and other unit owners.

In the event legal remedies become necessary, the Association is entitled to recover in said actions any and all court fees and costs incurred by it, together with reasonable attorney's fees, against any person violating the Rules and Regulations of the Association.

The Board of Directors may adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management, and control of units or the common elements of the condominium and any facilities or services made available to the unit owners. Any waivers, consents, or approvals given under these Rules and Regulations by the Board of Directors are revocable at any time, and are not a waiver, consent, or approval of similar situations unless such approval is given in writing by the Board of Directors.

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**Article 1. Use of Units**

- A. No Condominium unit shall be used for other than single-family residential purposes (except that persons not of the same immediate family residing together may occupy a unit with the written consent of the Board of Directors, which consent shall not be unreasonably withheld) and the common elements shall be used only for the purposes consistent with the use of single-family residences.

**Article 2. Definition of Family**

- A. A family means one person or a group of two or more person related in bonds of consanguinity, marriage, or legal adoption.

**Article 3. Exterior or Interior Modifications**

- A. No member shall alter the exterior appearance of/or structurally modify the unit (including interior walls through or in which there exist easements for support or utilities) or change any of the limited or general common elements from the way it or they were originally constructed by the Developer. These include:
  - 1) Painting the exterior.
  - 2) **Antennas, including “dish” antennas, or aerials require the approval of the Spring Lane Condominium Association Board of Directors. Only one dish antenna up to one meter in diameter is allowed per individual unit. Each co-owner shall be responsible for all damages .**
  - 3) Adding lights.
  - 4) Installing awnings or shutters.
  - 5) Adding doors.
  - 6) Or other exterior attachments (i.e., speakers) or modifications.
  - 7) Or modify or make attachments to common element, walls between units, which alterations in any way impair the sound conditioning properties thereof.
  - 8) Any of the above additions and/or modifications require the written approval of the Board of Directors.

**Article 4. Hot Tub, Sauna, Whirlpool Bath, etc.**

- A. Installation of any of the above on any patio, porch, balcony or deck requires written approval of the Board of Directors.
- B. Structural soundness of the patio, porch, deck or balcony may not be jeopardized by the installation.
- C. The owners must agree to assume responsibility for the continuing repair and maintenance of the installation.

**Article 5. Environmental Control Committee**

- A. An Environmental Control Committee may be appointed by the Board of Directors for assuming responsibility for establishing rules relating to the appearance of units and common areas, and the approval of the construction, maintenance and repair thereof.
- B. Even upon Committee approval, a member shall be responsible for damages to any other units and their contents or to the common elements, resulting from any such alteration.

**Article 6. Nuisance (Noise, Odors, etc.)**

- A. No unit owner shall commit or permit any nuisance, immoral or illegal act in any unit or on the general common elements.
- B. Nothing shall be done which may be or may become an annoyance or a nuisance to the members.
- C. No unreasonably noisy activity shall be carried on in any unit or on the common elements.

**Article 7. Insurance**

- A. No unit owner shall do or permit anything to be done or keep or permit to be kept in their unit or on the common elements anything that will increase the insurance rate on the Condominium.

- B. Any member who is the cause thereof shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

**Article 8. Use of Limited and General Common Elements**

**(Decks, Driveways, Lawn, etc.)**

- A. Not for storage of supplies, materials, personal property, trash or refuse of any kind.
- B. Decks, etc. shall not be used in any way for drying, shaking or airing of clothing or other fabrics, or the display of flags, buntings or banners except on appropriate holidays.
- C. No activities shall be carried on or maintained by a member, either in his unit or upon the common elements, which spoils the appearance of the Condominium.
- D. No bicycles, vehicles, chairs or benches may be left unattended on or about the common elements.
- E. All of the common elements shall not be obstructed in any way, nor shall they be used for purposes other than for which they were intended.

**Article 9. Firearms, Bows and Arrows**

- A. No member shall use or permit any occupant, agent, employee, guest or member of their family to use any firearm, air rifle, pellet gun, BB gun, bow and arrow or other similar dangerous weapon on or about the Condominium premises.

**Article 10. Signs**

- A. No signs of any type shall be displayed by any unit owner which are visible from the exterior of their unit or on the common elements without written permission from the Board of Directors.

**Article 11. Landscape Modification**

- A. At the inception of Springlane, owners were encouraged to plant perennial flowers in the entryway to their units and the loop area provided in the original landscape plan. In the passing years some owners have been unable or unwilling to maintain these areas and some have expanded beyond the original areas. Owners can request or the Board may require a one time rework and cleanup at the owner's expense by our landscape contractor who will return these areas to condo control.
- B. No member shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the common elements without the written approval of the Board of Directors. After Board approval, all future care, trimming, watering, etc., is the owner/future owner's responsibility.

**Article 12. Deck and Patio Use**

- A. No unsightly condition shall be maintained and only furniture and equipment consistent with such use shall be permitted to remain there during seasons when such areas are reasonably in use.
- B. All furniture and related items shall be removed from decks from November 1 through April 1 each year.
- C. Items attached to deck railings shall be seasonal usage.
- D. Firewood may be stored on concrete patios from September 1 through May 31 only.

**Article 13. Parking**

- A. No house trailers, commercial vehicles, boat trailers, boats, campers, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or motor vehicles or trailers other than automobiles may be parked or stored on the Condominium premises except in the member's garage.

- B. Campers and similar vehicles may be kept at the Condominium for a period of less than 24 hours.
- C. No vehicle which cannot operate on its own power shall remain within the Condominium property for more than 24 hours and no repairs allowed.
- D. Parking only on paved surface.

**Article 14. Pets**

- A. No more than two pets per unit are allowed.
- B. It is the responsibility of the unit owner to remove all pet droppings immediately by properly bagging the droppings and placing in a garbage container.
- C. All pets must be leashed or carried at all times while outside the owner's unit.

**Article 15. Solicitation**

- A. There shall be no solicitation by any person anywhere in the Association for any cause, charity or any purpose, unless specifically authorized by the Board of Directors.

**Article 16. Obstruction**

- A. No unit owner shall in any way obstruct the common way of ingress or egress to other units or to the common elements. Recycling & trash containers must be stored in garage.

**Article 17. Outdoor Grilling**

- A. Outdoor grills are to be used only in driveways in front of the garage and must be a safe distance from the building.

**Article 18. Compliance with Laws and Ordinances**

- A. The owners or occupants of each unit shall keep and obey all laws, ordinances and regulations as contained in the Condominium Bylaws, the Articles of Incorporation, and any new regulations which may be adopted by the Board of Directors.

**Article 19. Communication**

- A. Concerns must be put in writing for the Board of Director's action.



- B. Please use the form Application for Exterior or Interior Modifications when you request changes to your unit.
- C. When changes involve the exterior of a unit your neighbors (immediately on each side) will be asked to endorse your project on an Acceptance of Neighbor's Exterior Modifications form.

**Spring Lane Condo Association**

535 Spring Lane Drive  
Holland, Michigan 49423

**ACCEPTANCE OF NEIGHBOR'S EXTERIOR MODIFICATIONS**

I, \_\_\_\_\_ of \_\_\_\_\_

Accept the Spring Lane Condominium Board of Director's approval of the exterior modifications my neighbor, \_\_\_\_\_ of \_\_\_\_\_ has requested.

Exterior Modification:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Approved by the Board of Directors

\_\_\_\_\_ Date

\_\_\_\_\_ Approved by Neighbor

\_\_\_\_\_ Date

**Spring Lane Condo Association**

535 Spring Lane Drive  
Holland, Michigan 49423

**APPLICATION FOR EXTERIOR OR INTERIOR MODIFICATION**

I, \_\_\_\_\_ of \_\_\_\_\_, seek the approval of the Spring Lane Condominium Board of Directors (hereafter "Board of Directors"), pursuant to Article 3 of the Spring Lane Condominium Association Rule and Regulations, to make the following exterior or interior modifications (please describe in detail and attach drawing).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

I understand that in order for the Board of Directors to consider my request for approval as I would like, I am required to sign this Release.

I hereby RELEASE COMPLETELY AND FULLY Spring Lane Condominium Association (hereafter "Spring Lane") from any and all injury or damage that may result from the modification. I further agree that I, and not Spring Lane, shall be responsible for any repairs or replacement of such modification.

This Release shall also bind my spouse, my children, all members of my household, and any future owners of my condominium unit.

I acknowledge that this Release has been written in "plain English" and that "legalese" has been kept to a minimum so that I will fully understand what I am signing. I would not want the lack of precise legal language to reduce the effect of my Release, which I want to be full and complete in all respects.

Witness: \_\_\_\_\_ Board of Directors Rep.: \_\_\_\_\_

Owner: \_\_\_\_\_ Title: \_\_\_\_\_

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

\_\_\_\_\_ Approved by Board of Directors Date: \_\_\_\_\_

\_\_\_\_\_ NOT Approved by Board of Directors Date: \_\_\_\_\_

## **Spring Lane Condo Association**

535 Spring Lane Drive

Holland, Michigan 49423

### **PROCEDURES FOR CLEANUP**

1. A co-owner is responsible for obtaining insurance for the co-owner's unit and personal property (Article VI, Section 1 (a)). If damage occurs to a unit or personal property belonging to a co-owner, whether located within the unit or elsewhere, the co-owner is to contact the co-owner's insurance company to file a claim. The insurance company should respond and pay for the cleanup and damage to the co-owner's personal property.
  
2. If the co-owner's insurance company refuses to pay for the cleanup and the co-owner claims that the association is responsible for the cleanup and/or damages to the co-owner's unit and personal property because the damage was caused by a common element, the co-owner shall submit a written claim to the President or Secretary of the Association which provides the following information:
  - (a) A detailed statement upon which the co-owner believes the association is responsible for the damages because the damage was caused by the common elements.
  
  - (b) At least two detailed written estimates of the costs of repair. The association will review the estimates and may obtain its own estimates. Article VI, Section 1 (f) provides for Association responsibility only for incidental damages to a unit or personal property.
  
3. The President or Secretary will submit the claim to the Board of Directors for consideration at its next regularly scheduled meeting or if the matter merits a special meeting of the Board of Directors then as soon as a quorum of the Board of Directors can be assembled to consider the claim.
  
4. The Board will provide a written response to the co-owner within seven days after it meets to consider the co-owner's claim.
  
5. If a claim is denied the co-owner will have those rights provided in the condominium master deed.

*May 2007*

### IMPOSITION OF FINES

Pursuant to ARTICLE IV, Section 2(f) of the Condominium Bylaws, the Board of Directors of Spring Lane Condominium Association has adopted the following rule:

If a Co-owner, a Co-owner's tenant, guest, employee, invitee, or family member violates or is in default of any part of the Master Deed documents, the Board of Directors may impose a fine upon the Co-owner. The procedure for imposing a fine is as follows:

1. The Board of Directors will send a letter by The United States Postal Service, first class mail with prepaid postage or delivery by a member of the Board of Directors which will describe the violation or default and will provide a date and time for a hearing before the Board of Directors. The hearing will not be sooner than seven (7) days before the hearing date.
2. The Co-owner shall have the right to appear at the hearing before the Board of Directors to explain why the Co-owner believes there is not a violation or default, mitigating circumstances, or other reason that a fine should not be imposed.
3. After the hearing the Board of Directors will decide if a fine should be imposed and if a fine is imposed the amount of the fine. The decision may be made immediately after the hearing or at some later date, at the discretion of the Board of Directors.
4. After the Board of Directors has made its decision, it will deliver its written decision and the amount of the fine, if any, to the Co-owner as set forth in paragraph 1.
5. The Co-owner shall have seven (7) days after the date of the decision to pay the fine. If the fine is not paid within the seven (7) days, the Board of Directors may impose a lien upon the Co-owner's unit as set forth in ARTICLE VI, Section 6 of the Condominium Bylaws for the collection of assessments and foreclose the lien as set forth in said Section 6 or bring a suit at law for a money judgment collection upon the judgment. The Co-owner shall be liable to the Association for the cost of collection, including reasonable (not limited to statutory fees) as determined by the court and as set forth in ARTICLE XII, (b) of the Condominium Bylaws. In no event shall a Co-owner be entitled to recover attorney fees.

**Visit [www.springlanecondos.com](http://www.springlanecondos.com)  
to find out the latest news, obtain  
documents for Real Estate Professionals,  
get a copy of our by-laws and much more.**

Use the Contact form on the website to  
contact members of our Board of Directors  
to ask any questions, share any  
information or raise a concern.

Thank you. We're glad you're here.