



W.M.O. Association, Inc. Rules, Regulations and Architectural Standards

**W.M.O. Association, Inc.
Board of Directors
2023**

A. Mission Statement and Standards

- 1. MISSION STATEMENT.** The mission and purpose of the rules and regulations contained herein are as follows:
 - a.** To review and evaluate for approval all applications for improvement, rebuilding, restoring, and/or new construction of properties, homes, and structures within the W.M.O. Association, Inc. (WMO) as defined by and in accordance with the By Laws of WMO, the Windham Mountain Partners, LLC (“Windham Mountain”), the Amster Stipulation, and all other protective covenants of Windham Mountain.
 - b.** To ensure that such improvements, rebuilding, restoration and new construction are of suitable quality, harmonious within the existing community, considerate of neighbors and respectful of the natural environment.
 - c.** To enforce compliance of usage and conditions of resident’s properties as set forth in any protective covenants.

2. STANDARDS.

- a. **Board of Directors.** The standards have been authorized and approved by WMO Board of Directors (the “Board of Directors.”)
- b. **No Conflict.** These guidelines shall not conflict with any requirements of the State of New York, Greene County, Town of Windham (“Town”), and Windham Mountain, the Amster Stipulation, the WMO or Windham Mountain By- Laws and/or any other building covenants.
- c. **Uniformity.** These standards will apply uniformly to all WMO Members with respect to but not limited to:
 - i. Quality of materials, harmony of external design, size and location of improvements
 - ii. Conformance of improvements & property uses with all protective covenants.
- d. **WMO and Windham Mountain.** The Windham Mountain and the WMO will review/approve all matters concerning building improvements and conformity as stated in these standards.
- e. **Meanings in Bylaws.** All capitalized terms not defined herein shall have the meanings ascribed to them in the WMO Bylaws.

B. Application and Approval

1. APPLICATION PROCESS.

a. When Application is Required. No building, fence, structure, driveway, parking area or other structure or improvement of any kind shall be constructed or located until the plans, design, location and landscaping including suitability, compatibility, and aesthetics thereof have been submitted to and approved in writing by Windham Mountain and WMO according to the process set forth in (b) below. This includes a wide range of additions to the existing residence framing plan, roof or foundation such as an attached deck, a deck/patio cover, extended bedroom, porch, balcony, portico, sunroom, or other improvement. It also includes additions to the existing garage such as workroom, storage area, extra car bay, or servant’s quarters.

b. Materials Required to be Submitted. A Member, prior to the commencement of any work involved in the construction or erection of any permitted improvement upon any parcel of land, within Windham Mountain,

acquired by such Member shall deliver to WMO, for its approval, pursuant to subsection (h) below:

- (i) an architect's drawings, which shall include the architect's representation as to the size of the lot and the square footage of living space that has been designed for in the drawings (floor plans, exterior finish materials & colors, etc.);
- (ii) site and foundation plan (elevations with detailed property lines, easements, location of parking, landscaping, erosion control, drainage plans, etc.);
- (iii) foundation plans and specifications showing footings, foundation, frost wall (piling, pile caps and grade beams, if any), fill and rough grading, if any;
- (iv) full and detailed working drawings, plans and specifications for the construction and erection of the contemplated improvement, which shall include plans and specifications showing all subterranean utility lines (water, sewer, electronic, telephone and television, if any) from the building line to the main subterranean conduits;
- (v) a tree inventory (those to be cut down identified & marked, those to be replaced, etc.);
- (vi) detailed descriptions, photos or samples of all materials to be utilized in the construction;
- (vii) payment to Windham Mountain in cash or by good certified or bank cashier's check drawn to the order of Windham Mountain, the sum of \$2,000 in consideration of Windham Mountain permitting Member, at Member's sole cost and expense to connect to the on-site subterranean utility lines to be installed by Member into the main subterranean utility lines owned or controlled by WMO or Windham Mountain;
- (viii) payment to WMO the sum of \$500 for building, rebuilding, additions or alterations to the residence and \$100 for all outbuildings (gazebos, sheds) to cover the cost and expenses of WMO for examination of the foregoing materials and, in the event of the approval thereof, the issuance of WMO's preliminary approval to undertake the construction;
- (ix) for new homes or the demolition of an existing home and rebuilding, a payment to WMO for a road impact fee in the amount of \$1,000.
- (x) copies of notices required to be sent to all neighbors whose land abuts a Member's lot, such notice indicating the intended improvement or

change and if WMO determines that any neighbors should see the plans in their entirety, then WMO shall notify the Member of this determination and the Member shall promptly send copies of all the materials submitted in (i)-(iii) to WMO above to the neighbors designated by WMO;

(xi) all materials to be submitted in (i)-(x) above, except for payments, shall be submitted in duplicate as the duplicate copies shall be provided to Windham Mountain, which shall issue written approval for the project as it relates to their ownership and management of the water, sewers, roads and storm runoff; and

(xii) the Members who own one of the lots contained in the 9 lot development at top of Club Road shall be exempt from the fees contained in this Section 1.

c. Compliance with Deed Restrictions. All alterations or improvements must comply with the Member's deed for the property and any restrictions contained therein.

d. 30 day turn-around. The WMO, or the committee to which such approval responsibility has been assigned, shall have 30-days from receipt of a complete approval request to provide the Member an answer to their request, including, in the case of a denial of approval, the reasons specifying the reason for the denial.

e. Failure to Obtain Prior Approval. Failure of any Member to gain approval from WMO and Windham Mountain prior to undertaking construction or an installation (even if the change complies with the rules and regulations) risks incurring a fine for each day approval is lacking and the Member may be required to remove the item if WMO and Windham Mountain do not ultimately approve the construction or installation. The fine for failure to comply with this Section is the greater of (a) \$5,000.00, or (b) ten (10%) percent of the project cost as determined by WMO. This Fine shall be due and payable within thirty (30) days of the date that WMO notifies the Member of the imposition of the Fine. In the event such Fine is not paid within the time provided, WMO may publish the name of the delinquent member along with the address of the subject property, and such details concerning the violation and fine as determined in the reasonable discretion of WMO, in the quarterly newsletter of WMO. Except as modified herein, the provisions of Section F concerning Inspections, Notice of Violation, Member Response, Appeal, Additional Remedies and Reinstatement of Member shall apply to violations under this Section.

f. Time Frame to Begin Construction. Construction must be started as soon as possible, but in any event not later than 180 days, after the date of the preliminary approval or the preliminary approval shall be deemed withdrawn and plans must be resubmitted in accordance with these rules.

g. Indemnification. By submitting any plan to WMO or Windham Mountain hereunder, Homeowner agrees to indemnify, defend and hold harmless WMO or

Windham Mountain from and against any and all claims, damages, liabilities, losses and expenses (including reasonable attorneys' fees) of any kind or nature whatsoever incurred or sustained by WMO or Windham Mountain) arising from or in connection with the plans or the construction or work to be done under the plans or by reason of any claim, action or proceeding asserted or instituted growing out of any matter or thing covered by such plan or construction.

h. Submission of Materials. The submission of the materials to be made to WMO hereunder must be submitted in writing to:

Windham Mountain Homeowners Association
[ADDRESS TO BE DETERMINED]

It is preferred that these materials in Section 1 be submitted as attachments via electronic mail, to the electronic mail address set forth above. It is recommended to the Members that prior to sending paper submissions, under this Section 1, that the Members contact the President of WMO, according to the contact information provided in the WMO directory, to advise of the intent to submit these materials.

2. PROCESS AFTER OBTAINING PRELIMINARY APPROVAL

a. Requirements after obtaining preliminary approval. After obtaining Preliminary Approval from WMO and Windham Mountain, the Member may obtain a building permit from the Town and then must ensure the following during the construction phase:

- (i) there is posted, in a conspicuous location at all times during construction, the original or a true and correct copy of the Building Permit issued by the Town;
- (ii) construction materials and debris must be kept neatly contained or stacked and shielded from public view;
- (iii) demolition of any existing residence must be by bulldozer or other equipment and all debris must be carted away and, upon completion of any project, all construction debris shall be promptly removed as well as any signage by contractors, architects or others. No home may be demolished by a controlled fire and no debris created from the demolition of any home may be set fire in a controlled burn;
- (iv) the Member shall deliver to WMO, in duplicate, a full and complete set of the Final Plans and Specifications, with all necessary updated revisions so as to indicate the completion of the improvement on an "as constructed" basis; provided that if the Final Plans and Specifications include a material change from the initial plans, which the Board of Directors determines will require its review or approval, Member shall also owe to WMO a fee of \$125 to cover the costs and expense of the additional review or approval; and

(v) once started, construction shall be pursued diligently in order to assure prompt completion and absent a different deadline for completion of construction approved by WMO, such construction shall be completed within one (1) year of the date of the approval of the preliminary approval.

b. Certificate of Occupancy. After obtaining final approval from WMO and Windham Mountain, the Member may apply for a Certificate of Occupancy from the building inspector for the Town.

c. Changes After Issuance of Certificate of Occupancy. After the issuance of the Certificate of Occupancy, Member shall not remove, demolish, replace or structurally alter any such permitted improvement without first complying with each and every applicable provision of Section B(1) above, in the same manner and with the same force and effect as required therein in the case of new construction.

d. Appeal. Any appeal of a WMO or Windham Mountain decision hereunder must be submitted in writing, within 30 days of the mailing date of the decision to:

Windham Mountain Homeowners Association
[ADDRESS IS TO BE DETERMINED]

e. Disclaimer and Limited Scope of Approval. None of the WMO, Windham Mountain or their agents or representatives shall have any liability in connection with or related to the plans, specifications, or improvements. The approval of the plans by WMO and Windham Mountain does not mean that judgment is passed on the structural soundness of the improvement or any other purpose. The review of the plans is for aesthetic and property management purposes only. The approval of the plans by WMO and Windham Mountain is not equivalent to, does not take the place of and does not mean that such plans will be approved by the Town or other governmental agency or that a certificate of occupancy or building permit will be issued to the Member by the Town.

C. Defining the Building Envelope

- 1. SINGLE FAMILY USE ONLY.** Each lot shall be used exclusively for private single family residential purposes, and no business, storage, mining, manufacturing or commercial enterprise of any type or other activity.
- 2. ROOM LIMIT AND PERMITTED OUTBUILDINGS.** Each lot shall be improved by only one single family dwelling with not more than six (6) bedrooms and with no other above ground structures, outbuildings, sheds or buildings of any size, type, design, material or purpose other than gazebos, hot tubs, two-car garage, exterior decks and balconies and a refuse shed. (See Section “D (5)” below “Outbuildings and Waste Receptacles.”)
- 3. SQUARE FOOTAGE LIMITATIONS.** The total square footage of any single family house constructed on a building lot, excluding parking garages,

decks, balconies, gazebos and/or garbage sheds, cannot exceed 35% of the total square footage of the lot area. The total square footage of any existing single family house which is expanded, excluding parking garages, decks, balconies, gazebos and/or garbage sheds, cannot exceed 35% of the total square footage of the lot area. Notwithstanding anything to the contrary, the total square footage of any house constructed on a building site or an existing house expanded on a building site shall not exceed **12,000 square feet**.

- 4. APPLICATION OF RESTRICTIONS.** The restrictions of the size, dimensions, building materials and any and all other applicable conditions and limitations which govern the construction of residences pursuant to the Declaration of Restrictions, as amended, the Amster Stipulation, as amended, and any and all other applicable covenants, restrictions, limitations, municipal laws, rules, regulations and ordinances, shall apply to each and all residences built upon new lots, existing lots and/or new residences constructed on the site of an existing residence (i.e.- a takedown with new construction) regardless of the number of lots which may be combined, owned or controlled by common persons or entities.
- 5. COMMON OWNERSHIP.** The common ownership or development of multiple lots shall not result in the aggregation or expansion of the limitations on the size, number of bedrooms, height, or any other condition or limitation.
- 6. HEIGHT RESTRICTIONS.** No residence constructed on a lot shall contain more than three (3) floors or stories, including the basement, and no structure shall exceed forty (40') feet in height measured from the average or mean ground level of the residence to the highest point (exclusive of any chimneys or vents but including cupolas, spires, towers, or any other similar structures.)
- 7. EASEMENTS.** Easement regulations affect the landscaping, structures, and materials that WMO can approve on each lot. WMO and Windham Mountain's approvals are conditioned on the Member agreeing that their proposed construction or improvement cannot damage or interfere with the easement. Permanent structures may not be placed on any easement. Any property enhancement must be removable, and the removal and replacement of these enhancements for easement access will be at the Member's expense. Any improvement which is placed on an easement must obtain consent from each of the easement's owners before WMO will issue its approval. Interference with an easement is a form of trespass.
- 8. SETBACKS.** No structure shall be constructed within fifty feet (50') of the center line of any road, right of way or proposed road, right of way or within twenty-five (25') feet of any lot line except upon written consent of Windham Mountain; provided that Windham Mountain may grant variances as to such set back limits, from time to time, to accommodate special topographical circumstances that may exist on certain lots.

- 9. PRESERVATION.** All residences shall be constructed in such manner as to preserve the natural appearance and contours of the land to the maximum feasible extent.
- 10. BRAINARD RIDGE AND ALPINE.** All units of Brainard Ridge and Alpine developments must conform to their specific restrictive covenants for building. Due to the fact that the Alpine Units were constructed on a footprint which is nearly equal to the full size of the lot, the items in Section C “**Defining the Building Envelope**” and Section D “**Suitable Material Quality and Harmonious Exteriors**” may be varied, modified or eliminated by WMO for Lots in the Alpine Units, on a case-by-case basis, for Applications from owners in the Alpine Units.

D. Suitable Material Quality and Harmonious Exteriors

- 1. WALL AND ROOF COLORS.** All exterior wall and roof colors of each residence construction shall be finished in earth tones (rich warm colors containing a brownish hue), which shall, to the extent practicable, blend into the landscape.
- 2. EXTERIOR FOUNDATION MATERIALS.** The exterior exposed portions of any foundations constructed shall be finished in stone or “cultured” stone.
- 3. VISIBLE CHIMNEYS.** The visible portions of chimneys shall be constructed of stone or “cultured” stone.
- 4. VENT MATERIALS.** Vents shall be constructed of dark, non-glare materials to blend with roof.
- 5. OUTBUILDINGS AND WASTE RECEPTACLES.**
- a. Refuse Shed.** Each lot shall have a shed for the storage and pick-up of refuse. The refuse shed shall be screened from view on three (3) sides by natural evergreen vegetation, which screening shall be maintained by Member.
 - b. Prohibited Exterior Items.** No clothes line, bulk materials, equipment, compost pile, trash containers (except in anticipation of trash pick-up days), shall be kept in any area visible from any road, walkway, adjoining residence, ski easement or ski slopes.
 - c. No Temporary Structures.** No structure of a temporary character, basement, garage, barn, or other outbuilding shall be used or erected on any lot at any time either temporarily or permanently as a residence nor shall any tower, dish, antenna, snowmobile, trailer, mobile home, tent, shack, teepee, a-frame or

other similar structure or vehicle be located, placed, stored, parked or maintained on any lot at any time, either temporarily or permanently except as otherwise set forth herein.

d. Preservation. All outbuildings shall be constructed in such a manner as to preserve the natural appearance and contours of the land to the maximum feasible extent.

e. Garages. Each single family house constructed or expanded may include an attached parking garage to a limit of no more than two (2) single vehicle entrance doors.

6. DRIVEWAYS, WALKWAYS, AND LANDSCAPING

a. Lot Parking. Each lot shall provide for sufficient parking to serve the residence, the Member and guests.

b. Overnight Parking. Overnight parking on the roadways shall be prohibited at all times and without exception.

c. Setback. Member shall provide space for parking automobiles or other vehicles not less than 15 feet off the roadway or proposed roadway prior to the occupancy or use of any structure on their lot(s).

d. Preservation. All driveways shall be constructed in such a manner as to preserve the natural appearance and contours of the land to the maximum feasible extent.

f. Tree Removal Prohibited. No trees having a diameter in excess of nine (9) inches breast high may be removed without the consent of WMO except for dead or fallen trees, trees within the driveway which driveway shall have a maximum width of twenty (20) feet, trees within any parking area or within ten (10) feet of the main residential structure.

7. FENCES. All fencing and fence gates must be approved by WMO. When submitting plans the Member must include: survey with the area highlighted showing where the fence will be placed and the height and material to be used. Member will be held responsible for the continuing maintenance and repair of any fence on the Member's lot.

8. EXTERIOR LIGHTING

a. Prohibited Lighting. No unreasonably bright or glaring lights which annoy other lot owners or skiers shall be permitted on any lot. This includes

exterior flood lights, exterior light fixtures, walkway lights, and landscaping lights.

b. Spot lights. Any spot lights shall be directed toward the interior of the lot and all lights shall be shielded or placed so that the light(s) will not project beyond the lot lines.

c. Consistency. The type, quality, and color of all exterior site and house lighting shall be consistent with other existing lights on the property and in the neighborhood.

9. EXTERIOR PAINTING

a. Harmonization. All paints and stains shall be selected to complement or harmonize with the colors of the other building materials being used and with the natural appearance and contours of the lot.

b. Modifications to colors. Changes to existing colors must be submitted for final approval.

c. Repainting Existing Color. Repainting with existing color would not require additional approval.

10. SATELLITE DISHES AND ANTENNAS

a. Underground or Enclosed Items Preferred. Wires, poles, aerials, antennae, satellite dishes and other facilities for the transmission or reception of audio or visual signals or electricity shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure.

b. Devices Permitted by Law. WMO understands that according to the Over-the Air Reception Devices (OTARD) Rule in the Telecommunications Act of 1996, it cannot restrict the use of satellite dishes (less than one meter in diameter) or other television reception antenna that is governed by OTARD. However, it is a requirement to obtain WMO approval prior to placement of such equipment on the exterior of a residence. All exterior radio antennas, television antenna, or other antenna of any type shall be erected in such a way as to be hidden from the street or other neighbor's view. Dishes shall be painted to match the base color of the house or camouflaged in some manner, if this can be done without unreasonably delaying or increasing the cost of the installation or precluding the reception of an acceptable quality signal.

11. Solar Project Architectural Guidelines

The overarching objective of the WMOA solar project guidelines is to encourage the use of solar energy while maintaining the aesthetics and homeowner values of an upscale destination resort.

All WMOA solar projects will comply with the Application and Approval process as outlined in the W.M.O. Association, Inc Rules, Regulations and Architectural Standards.

WMOA proposed solar projects shall:

- a. Comply with all applicable state and national building, electric codes and local permitting and inspection requirements.**
- b. Understand the permitting and inspection process for solar photovoltaic (PV) installations. If none exist in Windham, then the guidance provided in the New York Solar Guidebook for local Governments, will be adopted as applicable to the specific project. This guidebook is frequently updated. The latest version at the time of WMOA application submittal, will apply.**
- c. All associated ground mounted solar equipment shall be enclosed with the same material of the home so as not to be seen from any roadway or approach and blend in with the home and the surrounding environment.**
- d. All roof mounted panels will be selected to minimize visual appearance.**
 - 1. For new and retrofit construction, solar roof shingles or BIPV (building-integrated photovoltaics) should be considered as the first application choice. If standard photovoltaics are desired, then a justification and cost analysis should be provided for the board to consider in the approval process.**
 - 2. No roof mounted solar system, or its accessories shall be higher than 12 inches from the existing roof surface, when measured at right angle from the roof. Panels will be selected with the lowest reflectivity.**
 - 3. Ground mounted systems are not permitted.**
- e. Any exterior electrical support equipment (transformers, converters, etc.) used in connection with this project, shall be within allowable noise emitting requirements.**

- f. **Permanent solar electric car charging stations shall be roof mounted and comply with the above guidelines. Portable charging stations shall be broken down and dismantled when homeowner's leave for longer than one-week.**

E. Prohibited Property Use and Conditions

1. VIOLATION OF RULES AND REGULATIONS. No use of a lot for any purpose other than single family residential purposes (Section C(1)); no use or improvement of a lot for more than one (1) single family dwelling (Section C(2)); no single family dwelling to contain more than six (6) bedrooms (Section C(2)); no other above ground structures, outbuildings, sheds or buildings of any size, type, design, material or purpose except as permitted at Section D(5) herein (Section C(2)); no single family dwelling to exceed the total square footage limitation in Section C(3) (Section C(3)); no residence to exceed the height restrictions (Section C(6)); no structure shall be constructed in violation of applicable setbacks (Section C(8)); and no violation of any other rule or regulation set forth herein.

2. NO OFFENSIVE ACTIVITY; EXCESSIVE NOISE. No noxious or offensive activity shall be carried on upon any lot; this includes, but is not limited to no loud music or other excessive noise after 10pm.

3. PROHIBITED SIGNS. No sign of any kind including "For Rent", "For Sale", "Open House", directional or available signs shall be displayed to the public on any lot whether by Members, realtors or other third parties on behalf of a Member.

4. PERMITTED SIGNS. Only property identification or like signs not exceeding a combined total of two (2) square feet in size per lot will be permitted Municipal building permits or such other signs as may be required by law, an architect, and/or prime contractor's sign during construction, not exceeding a total of four (4) square feet in size, signs to warn of danger, or signs erected upon the express written consent and subject to conditions imposed by WMO, will be permitted. Signs identifying and advertising a contractor or builder may be placed on a property during construction periods, but must be promptly removed upon the earlier of project completion or a request made by an authorized representative of the WMO.

5. PROHIBITED ACTIVITIES. No logging, shooting, hunting, or trapping or burning of trash shall be permitted.

6. NO CONTROLLED BURNS. No controlled burns, even if a permit could be granted by or obtained from the Windham Fire Department or other local authority.

7. NO UNLICENSED VEHICLES. No unlicensed motorized vehicle shall be permitted on any road or common area of land known as Windham Mountain Subdivision.

F. Violations and Enforcement

1. FINES AND ENFORCEMENT. If a Member violates any of the rules or restrictions set forth herein or materially varies from the building plans and specifications submitted to WMO or Windham Mountain, without obtaining consent therefor, the Member shall be obligated to pay a fine as set forth below. The rules and regulations shall be vigorously enforced by WMO and its assigned representatives.

2. INSPECTION. A representative of the WMO may from time to time do a periodic inspection of the community and record violations to be reviewed by the Board of Directors. Additionally, complaints of other Members may be submitted in writing to WMO.

3. NOTICE OF VIOLATION. If WMO determines that there is a violation, it shall send a Notice of Violation to the Member, by electronic or regular mail, to request that the rule(s) violation cease as of the date set forth in the Notice, and may also request any other action that is reasonable under the circumstances. The notice to the Member shall notify the Member of the alleged violation and that an opportunity for a hearing is being afforded to the Member.

4. MEMBER'S RESPONSE. If the Member fails to correct the violation within the time set forth in the notice, the Member automatically will no longer be deemed a Member "in good standing" for purposes of the WMO Bylaws and shall receive a second notice that fines will be instituted against the Member. If a Member responds to the first or second Notice and the Notice is found to be without merit, the complaint shall be dismissed, and all involved parties notified. If, after the Notice(s) and response by the Member, the complaint is found to have merit, or if the Member fails to respond, a penalty or fine may be imposed as set forth herein. All correspondence regarding complaints shall be kept on file by WMO.

5. FINES. The Fines for failure to comply with the Notice are as follows: First violation: \$100.00; Second violation or any violation that continues for one month or more: \$250.00; Third violation or any violation that continues for two months or more: \$500.00; Fourth violation or any violation that continues for three months or more: \$1,000.00; notwithstanding anything to the contrary contained herein, in the event any offense committed by a Member is deemed to be a grievous offense by the Board of Directors, including, but not limited to a violation of the rules prohibiting controlled burns, the Board of Directors may impose a fine of up to Fifteen Thousand (\$15,000) Dollars for each such event (the "Fines"). The amount of the Fines may be modified by the Board of

Directors of WMO from time to time by resolution adopted in the same manner as a Rule.

6. APPEAL. If a Member disputes the Fine or violation, the Member shall have thirty (30) days within which to request a hearing from the Board of Directors. If the Member fails to request a hearing within this time frame, the Member's right to dispute the Fine or violation shall be deemed waived. If the Member properly requests a hearing, the matter shall be heard at a hearing, which hearing may be held in person, by teleconference or by other form of synchronous communication, and the decision at the hearing shall be final and binding.

7. PAYMENT OF FINES. The fines shall be due and payable by the Member within fourteen (14) days of the date of the notice of fines. Any unpaid fines shall be deemed Obligations under the Bylaws and shall be handled in accordance with Article IX of those Bylaws.

8. ADDITIONAL REMEDIES. The imposition of fines shall be an additional remedy available to WMO and shall not preclude injunctive relief, actual damages or other relief available to WMO or other party under the law.

9. REINSTATEMENT OF MEMBER. Upon receipt by WMO of all outstanding Fines and Obligations of a Member, that Member will be deemed reinstated as a Member "in good standing" for purposes of these Bylaws.

G. Amendment Procedures. These rules and regulations may be amended, repealed, and adopted from time to time by the Board of Directors of WMO. All Members of WMO will be notified of changes.

H. Effective Date. These rules and regulations shall become effective as of November 30, 2021. All amendments to these rules and regulations shall become effective 10 days after publication to all homeowners.