

Reference	Current	Proposed	Explanation
Art. I Sec. 1	<p>Eligibility for Membership – Membership in the WPOA is based upon ownership of property within Wildwood. All persons owning one or more parcels of real property within that certain subdivision of land in Tolland, Massachusetts known as Wildwood, which is more particularly shown on a set of plans entitled “Plan of Chamonix Chalet Properties, Inc., in Tolland, Massachusetts – Master Plan” dated February 24, 1971, and recorded with the Hampden County Registry of Deeds in Plan Book 127, pages 10 through 13, shall be eligible to be Members of the WPOA. If ownership of a parcel of property within Wildwood is held by a legal entity, including, but not limited to, a LLC, corporation, or a trust, the legal entity is not eligible for Membership, but may designate not more than two persons who shall be eligible for Membership and shall be responsible for the obligations of Membership.</p>	<p>Eligibility for Membership – Membership in the WPOA is based upon ownership of property within Wildwood. All persons owning one or more parcels of real property within that certain subdivision of land in Tolland, Massachusetts known as Wildwood, which is more particularly shown on a set of plans entitled “Plan of Chamonix Chalet Properties, Inc., in Tolland, Massachusetts – Master Plan” dated February 24, 1971, and recorded with the Hampden County Registry of Deeds in Plan Book 127, pages 10 through 13, shall be eligible to be Members of the WPOA. If ownership of a parcel of property within Wildwood is held by a legal entity, including, but not limited to, a LLC, corporation, or a trust, the legal entity is not eligible for Membership, but may designate not more than two persons who shall be eligible for Membership and shall be responsible for the obligations of Membership. <u>In such case as a title to a property is held by a fiduciary, such as a realty trust, each designated Member shall be a fiduciary (trustee) or beneficiary, and in the case of a property owned by a corporation, each designated Member shall be an officer or director of the corporation.</u></p>	<p>The added language matches Section 16 of the current Rules and Regulation and clarifies that if the owner named on the deed is a legal entity (e.g., trust or corporation), then the designated Member cannot be a random person, but must be a trustee or beneficiary of a trust, or an officer or director of a corporation.</p>
Art. I Sec. 1		<p><u>Upon written request by a Member to the WPOA, the Member’s Partner who is not also an owner of the property will be added to the</u></p>	<p>Currently, only owners named on the property deed are eligible to be Members. All other family members, including non-</p>

		<p><u>roster of Members as a Partner-Member. The term “Partner” means the legally recognized spouse [or other committed domestic partner] of the Member. The Partner-Member will have all rights and obligations of Membership. Because Partner-Membership derives from Membership: (1) if the Member ceases to be a Member in Good Standing, the Partner will cease to be a Partner-Member; (2) the Member may revoke designation of Partner-Membership for the Member’s Partner by written notice to the WPOA; and (3) if the Partner-Member ceases to be the Partner of the Member from whom Partner-Membership was derived, the Partner-Membership will cease.</u></p>	<p>owner spouses, are invited guests who have no right to vote or hold office or serve on committees.</p> <p>The added language will permit a Member to request that the Member’s spouse (who is not a co-owner) be designated as a Partner-Member who will have all of the same rights and obligations as a Member. The bracketed language in italics would further extend Partner-Membership to committed domestic partners as well as legally recognized spouses.</p>
<p>Art. I Sec. 3</p>	<p>Voluntary Membership – All persons who are eligible for Membership in the WPOA by reason of ownership of real property for which a Declaration of Joinder has not been recorded may join the WPOA by written statement of intent to join and full payment of Membership dues.</p>	<p>Voluntary Membership – All persons who are eligible for Membership in the WPOA by reason of ownership of real property for which a Declaration of Joinder has not been recorded may join the WPOA by written statement of intent to join and full payment of Membership dues. <u>In the event such person eligible for Membership fails to join the WPOA, such person shall be a “Non-Member” of the WPOA, with the rights and obligations as set forth in Article III.</u></p>	<p>Added for clarity and introduction of the term “Non-Member”, which is used in subsequent sections.</p>

<p>Art. I Sec. 4</p>	<p>Good Standing – A Member or Non-Member of the WPOA who has paid all dues and assessments levied in accordance with these By-Laws, when the dues and assessments were due, and who is in compliance with the Rules and Regulations and Policies enacted by the WPOA in accordance with these By-Laws, is in Good Standing. For purposes of clarity, policies support By-Laws and the Rules and Regulations. (Hereafter, “policy” will be understood, rather than stated.) Any Member or Non-Member who has failed to pay all dues and assessments for ninety (90) days after payment was due will, upon written notice mailed to the Member’s or Non-Member’s address of record with the WPOA, no longer be in Good Standing, and no longer entitled to the rights of Membership as set forth below. The person and their family members may not use the guest passes of Members in Good Standing.</p>	<p>Good Standing – A Member or Non-Member of the WPOA who has paid all dues and assessments levied in accordance with these By-Laws, when the dues and assessments were due, and who is in compliance with the Rules and Regulations and Policies enacted by the WPOA in accordance with these By-Laws, is in “Good Standing”. For purposes of clarity, policies support the By-Laws and the Rules and Regulations. (Hereafter, “policy” will be understood, rather than stated.) Any Member or Non-Member who has failed to pay all dues and assessments for ninety (90) days after payment was due will, upon written notice mailed to the Member’s or Non-Member’s address of record with the WPOA, no longer be in Good Standing. <u>A person who is not in Good Standing is not and no longer</u> entitled to the rights of Membership as set forth below. The person and their family members may not use the guest passes of Members in Good Standing.</p>	<p>Changes made for clarity.</p>
<p>Art. I Sec. 5</p>	<p>Withdrawal from Membership – Any person holding Voluntary</p>	<p>Withdrawal from Membership – Any person holding Voluntary Membership</p>	<p>Change made for clarity.</p>

	<p>Membership in the WPOA may withdraw from the Membership at any time by providing written notice to the WPOA. The withdrawal shall be effective upon receipt of notice by the WPOA. Withdrawal shall not relieve a person of any financial or other obligations to the WPOA for any year in which the person was a Member, including but not limited to, the year of withdrawal, or entitle the person to any refund of payments previously made to the WPOA. A person who has withdrawn from the WPOA and who continues to own real property in Wildwood shall be a WPOA Non-Member, with rights and obligations as set forth below. The person and their family members may not make use of the guest passes of Members in Good Standing.</p>	<p>in the WPOA may withdraw from the Membership at any time by providing written notice to the WPOA. The withdrawal shall be effective upon receipt of notice by the WPOA. Withdrawal shall not relieve a person of any financial or other obligations to the WPOA for any year in which the person was a Member, including but not limited to, the year of withdrawal, or entitle the person to any refund of payments previously made to the WPOA. A person who has withdrawn from the WPOA and who continues to own real property in Wildwood shall be a WPOA Non-Member, with rights and obligations as set forth below in <u>Article III</u>. The person and their family members may not make use of the guest passes of Members in Good Standing.</p>	
<p>Art. I Sec. 6</p>	<p>Loss of Membership by Property Transfer – Membership in the WPOA will terminate with the sale or transfer of the real property that was the basis for Membership eligibility under Section 1. The loss of Membership shall not relieve a person of any</p>	<p>Loss of Membership by Property Transfer – Membership in the WPOA will terminate with the sale or transfer of the real property that was the basis for Membership eligibility under Section 1. The loss of Membership <u>sale or transfer of the real property</u> shall not</p>	<p>Changes made for clarity.</p>

	<p>financial or other obligations to the WPOA for any year in which the person was a Member, or Non-Member, or owner of property, including but not limited to the year of sale or transfer, or entitle the person to any refund of payments previously made to the WPOA, provided, however, that a person to whom the real property is sold or transferred may assume any the obligations to the WPOA.</p>	<p>relieve a person of any financial or other obligations to the WPOA for any year in which the person was a Member, or Non-Member, or owner of <u>the real</u> property, including but not limited to the year of sale or transfer, or entitle the person to any refund of payments previously made to the WPOA, provided, however, that a person to whom the real property is sold or transferred may assume any <u>of</u> the obligations to the WPOA.</p>	
<p>Art. II Sec. 1</p>	<p>Use of WPOA Property – The WPOA owns open land, roads, a clubhouse, recreational areas and facilities, and Cranberry Pond and Otter Pond (hereinafter called “the Ponds”). Each Member in Good Standing of the WPOA has the right to use the Ponds in common with all other Members in Good Standing and in accordance with all Rules and Regulations and Policies that the WPOA has duly enacted regarding the use, for swimming, boating and fishing. The Members may use other properties owned by the WPOA which are dedicated to common use of its Members in Good</p>	<p>Use of WPOA Property – The WPOA owns open land, roads, a clubhouse, recreational areas and facilities, and Cranberry Pond and Otter Pond (hereinafter called “the Ponds”). Each Member in Good Standing of the WPOA has the right to use the Ponds, in common with all other Members in Good Standing <u>and with Non-Members pursuant to their deeds, to use the Ponds</u> and in accordance with all Rules and Regulations and Policies that the WPOA has duly enacted regarding the use, for swimming, boating and fishing. The Members may use other properties owned by the WPOA which</p>	<p>Changes made for clarity and to recognize that Non-Members also have deeded rights to use the Ponds.</p>

	Standing, including, but not limited to: trails; beaches; campground; picnic area; tennis courts; and clubhouse (hereinafter known as “WPOA amenities”).	are dedicated to common use of its Members in Good Standing, including, but not limited to: trails; beaches; campground; picnic area; tennis courts; <u>recreational facilities; bathhouses;</u> and clubhouse (hereinafter known as “WPOA amenities <u>Amenities</u> ”).	
Art. II Sec. 2	Right to Invite Guests – Each Member of the WPOA in Good Standing has the right to extend to other persons the right to use WPOA property in the same manner as the Member, subject to the Rules and Regulations and Policies of the WPOA governing the use of WPOA amenities by guests. WPOA Members in Good Standing may NOT transfer Member rights or guest privileges to Non-Members or a Non-Member’s family members, or to the Members not in Good Standing or their family members.	Right to Invite Guests – Each Member of the WPOA in Good Standing has the right to extend to <u>family members and</u> other persons the right to use WPOA property in the same manner as the Member, subject to the Rules and Regulations and Policies of the WPOA governing the use of <u>the Ponds</u> and WPOA amenities <u>Amenities</u> by guests. WPOA Members in Good Standing may NOT transfer Member rights or guest privileges to Non-Members or a Non-Member’s family members, or to the Members not in Good Standing or their family members.	Changes made to highlight that family members are not Members (unless they also are named on the property deed).
Art. II Sec. 4	Voting Rights – Each Member of the WPOA in Good Standing has the right to vote in the decisions of the WPOA in accordance with these By-Laws including, but not limited to, decisions	Voting Rights – Each Member of the WPOA in Good Standing has the right to vote in the decisions of the WPOA in accordance with these By-Laws including, but not limited to, decisions	Changes made to incorporate the concepts of Partner-Members and Delegate-Members (bracketed text in bold and italics to be added if concept of Delegate-Member is approved; see explanation in Art. II, Sec. 6).

	<p>regarding the finances of the WPOA and the assessments levied upon its Members. If more than one person are Members based upon ownership of the same property, under Article I Section 1, only one vote will be allowed among the two Members, and the Members will determine between themselves which person is to cast their vote (The Voting Member). A person or persons owning more than one property at Wildwood will not be entitled to more than one vote.</p>	<p>regarding the finances of the WPOA and the assessments levied upon its Members. If more than one person are Members, <u>Partner-Members, [or Delegate-Members (as defined in Section 6 below)]</u>, based upon ownership of the same property, under Article I Section 1, as provided herein, only one vote will be allowed among the two Members <u>such persons, and the Members who</u> will determine between themselves which person is to cast their vote (The Voting Member). A person or persons owning more than one property at Wildwood will not be entitled to more than one vote, <u>except as set forth in Article IX, Section 6.</u></p>	<p>The added text in the final sentence is for clarity, since this section otherwise is in conflict with Article IX, Section 6.</p>
<p>Art. II Sec. 5</p>	<p>Right to Hold Office – Each Member of the WPOA in Good Standing has the right to seek and hold office in the WPOA, and to serve upon any Committee, as the offices and Committees may be established and filled pursuant to these By-Laws.</p>	<p>Right to Hold Office – Each Member of the WPOA in Good Standing has the right to seek and hold office in the WPOA, and to serve upon any Committee, as the offices and Committees may be established and filled pursuant to these By-Laws. <u>If more than one person are Members, Partner-Members, [or Delegate-Members (as defined in Section 6 below)]</u> based upon the ownership of</p>	<p>Added language clarifies that, just as there is only one vote per property, so also only one Board seat may be occupied at any given time by all persons eligible to hold office based upon ownership of the same property.</p> <p>The right to hold Office currently is limited to Members only. With the proposed revisions, the right to hold office would extend to Members (registered owners), Partner-Members (legally recognized spouses and (if approved) other committed domestic partners), and (if</p>

		<p><u>the same property, only one such person may occupy a Board position at any given time. Family members who are not Members, Partner-Members, <i>[or Delegate-Members]</i> may participate in Committee activities, but shall have no voting rights in the Committee, may not chair the Committee, and may not hold office in the WPOA.</u></p>	<p>approved) Delegate-Members. This change would expand the available pool of qualified candidates with a desire to serve Wildwood.</p>
<p>Art. II Sec. 6</p>	<p><i>No corresponding section</i></p>	<p><u><i>[Delegation of Rights – A Member of the WPOA in Good Standing may jointly delegate his or her rights under both Section 4 (Voting Rights) and Section 5 (Right to Hold Office) to a family member (The “Delegate-Member”) by notarized written notice to the WPOA signed by both the Member and the Delegate-Member (“Notice of Delegation”). Unless earlier revoked, the Notice of Delegation will be valid for one year and may be renewed in one-year increments by written notice signed by the Member and Delegate-Member. The Member who delegated rights pursuant to this Section 6 may revoke the delegation of such rights at any</i></u></p>	<p>This new Section would give a Member the ability to delegate his/her Voting Rights and Right to Hold Office to a family member. This provision is intended to provide families with greater flexibility to be represented by a family member (e.g., an adult child) who is best positioned to fully participate, without requiring a transfer of property ownership.</p>

		<u><i>time by written notice to the WPOA signed by the Member. For clarity, rights delegated to a Delegate Member may not be exercised by the Member who delegated the rights during the period of delegation. The Delegate-Member shall be obligated to comply with the Rules and Regulations and Policies of the WPOA.]</i></u>	
Art. II Sec. 7	Loss of Rights – All of the foregoing rights will be lost to a Member of the WPOA who has failed to remain in Good Standing, except that the person will retain the right to examine the books and records of the WPOA.	Loss of Rights – All of the foregoing rights will be lost to a Member of the WPOA who has failed to remain in Good Standing, except that the person will retain the right to examine the books and records of the WPOA. <u><i>[All rights delegated to a Delegate-Member will cease if the Member of the WPOA who delegated the rights fails to remain in Good Standing.]</i></u>	Bracketed language in bold and italics will be added if the concept of Delegate-Member is approved.
Art. II Sec. 8	Leasing – In the event that a Member leases, rents, licenses, or otherwise permits their home to be occupied by persons other than the record Owner (collectively referred to as “Lease” or “Leased”) for a period of thirty (30) days or more, said Member shall comply with all of the following: (i)	Leasing – In the event that a Member leases, rents, licenses, or otherwise permits their home to be occupied by persons other than, <u>and in the absence of,</u> the owner(s) of record (collectively referred to as “Lease” or “Leased”) for a period of thirty (30) days or more, said Member shall comply with all of	Currently, this Section requires the Member who leases his/her property for more than 30 days to provide a copy of the full lease to the WPOA, which seems excessive. Instead, it is proposed that the Guest and Renter Registration form be updated to include a clause whereby the occupants agree to be bound by all governing documents of WPOA, with signatures by Member, occupant, and

	<p>the Lease must be a written agreement; (ii) a copy of said written agreement must be provided to the Board of Directors prior to the occupancy thereunder; (iii) the occupant and Member must sign and provide to the Board the Guest and Renter Registration Form; (iv) all Lease agreements must contain a clause whereby the occupants agree to be bound by the Rules and Regulations and Policies, and any other governing documents of WPOA; and (v) the Member must provide copies of said Rules and Regulations and Policies, and any other governing documents to the occupant prior to the occupancy thereunder.</p> <p>In the event that a Member leases their home for a period of less than thirty (30) days, the occupant and Owner must sign and provide to the Board prior to occupancy, the Guest and Renter Registration Form. In addition, the Member must inform the occupant of and make available to the occupant copies of the Rules and Regulations and Policies, and</p>	<p>the following: (i) the Lease must be a written agreement; (ii) a copy of said written agreement must be provided to the Board of Directors prior to the occupancy thereunder; (iii) the occupant and Member must sign and provide to the Board <u>prior to occupancy</u> the Guest and Renter Registration Form; (iv) all Lease agreements must, <u>which shall</u> contain a clause whereby the occupants agree to be bound by the Rules and Regulations and Policies, and any other governing documents of WPOA; and (v). <u>In addition, the Member must provide make available to the occupant</u> copies of said Rules and Regulations and Policies, and any other governing documents <u>of WPOA</u> prior to the occupancy thereunder.</p> <p>In the event that a Member leases <u>or rents</u> their home for a period of less than thirty (30) days, the occupant and Owner <u>Member</u> must sign and provide to the Board, <u>prior to occupancy, the Guest and Renter Registration Form, which shall contain a clause whereby the</u></p>	<p>WPOA. This will create an agreement between the occupant and WPOA, which will make the rules more enforceable against the occupant. The first paragraph is applicable for all stays (including by family members) of 30 days or more, whether or not for payment, if the Member is not present.</p> <p>The second paragraph is applicable for stays of less than 30 days, but is only applicable if the property is rented or leased. Friends or family who are permitted access to the property for short stays would not be required to sign the Guest and Renter Registration Form, but the Member that allows access would remain fully responsible and accountable for actions by all occupants of the Member's property.</p>
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	<p>any other governing documents of WPOA. The Member must instruct the occupant to adhere to said Rules and Regulations and Policies, and any other governing documents of WPOA.</p> <p>In the event of any violation of the By-Laws, Rules and Regulations and Policies, including, but not limited to, the failure to comply with the provisions contained in this Section 7, the failure to comply with any other governing documents of WPOA by an occupant for any period of time, the said occupant shall immediately lose any and all privileges to use the WPOA amenities. In addition, in the event of a violation, the Board of Directors may pursue equitable relief and/or damages from the occupants and/or the Owner of the home in which the occupant is staying.</p>	<p><u>occupants agree to be bound by the Rules and Regulations and Policies, and any other governing documents of WPOA.</u> In addition, the Member must inform the occupant of and make available to the occupant copies of the Rules and Regulations and Policies, and any other governing documents of WPOA. The Member must instruct the occupant to adhere to said Rules and Regulations and Policies, and any other governing documents of WPOA.</p> <p>In the event of any violation of the By-Laws, Rules and Regulations and Policies, including, but not limited to, the failure to comply with the provisions contained in this Section 7, the failure to comply with any other governing documents of WPOA by an occupant for any period of time, the said occupant shall immediately lose any and all privileges to use the WPOA amenities <u>Amenities</u>. In addition, in the event of a violation, the Board of Directors may pursue equitable relief and/or damages from the occupants and/or the Owner of the</p>	
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		<p>home in which<u>Member in whose</u> <u>home</u> the occupant is staying.</p>	
<p>Art. III Sec. 1</p>	<p>The WPOA recognizes that some persons who own one or more parcels of real property within Wildwood and who are therefore eligible for Membership, have decided not to become Members of the WPOA (WPOA Non-Members). The persons may nevertheless have recorded easements giving them a right to limited access to the Ponds for swimming, fishing and boating, but only upon designated Rights of Way indicated on WPOA maps and a right to full use of the roads of Wildwood for access to and from their properties. WPOA Members in Good Standing, to the extent their easements provide, have the right to use, in common with Members in Good Standing, and in accordance with all Rules and Regulations and Policies as the WPOA has duly enacted regarding the use and which are equally applicable to WPOA Members, the Ponds for swimming, boating and fishing, and</p>	<p>The WPOA recognizes that some persons who own one or more parcels of real property within Wildwood and who are therefore eligible for Membership, have decided not to become Members of the WPOA (hereinafter called WPOA Non-Members). <u>The persons WPOA Non-Members</u> may nevertheless have recorded easements giving them a right to limited access to the Ponds for swimming, fishing and boating, but only upon designated Rights of Way indicated on WPOA maps and a right to full use of the roads of Wildwood for access to and from their properties. WPOA <u>Non-Members</u> in Good Standing, to the extent their easements provide, have the right to use, in common with Members in Good Standing, and in accordance with all Rules and Regulations and Policies as the WPOA has duly enacted regarding the use and which are equally applicable to WPOA Members, the</p>	<p>Changes made for clarity and to correct an error in the current text.</p> <p>New sentence added to highlight that Non-Members have an obligation to ensure that use of roads and Ponds by their invited guests and lessees is done in accordance with all Rules and Regulations and Policies of the WPOA governing such use.</p>

	<p>Wildwood roads for access to and from the Non-Members' properties. Except for the use of Rights of Way, WPOA Non-Members in Good Standing shall not have the right to use WPOA Amenities.</p>	<p>Ponds for swimming, boating and fishing, and Wildwood roads for access to and from the Non-Members' properties. <u>Non-Members in Good Standing will ensure that use of the Ponds and Wildwood roads by the Non-Member's invited guests and lessees also complies with all Rules and Regulations and Policies of the WPOA governing such use.</u> Except for the use of Rights of Way, WPOA Non-Members in Good Standing shall not have the right to use WPOA Amenities.</p>	
<p>Art. III Sec. 2</p>	<p>WPOA Non-Members in Good Standing have the right to vote in the same manner and to the same extent as WPOA Members in Good Standing, upon the decisions of the WPOA regarding expenditures, dues and assessments for care and maintenance of the Ponds and the Roads to which they have recorded easements.</p>	<p>WPOA Non-Members in Good Standing have the right to vote₂ in the same manner and to the same extent as WPOA Members in Good Standing, upon the decisions of the WPOA regarding expenditures, dues and assessments for care and maintenance of the Ponds and the Roads to which they have recorded easements.</p>	<p>Small punctuation change for grammatical clarity.</p>
			<p>Suggest to move Article IV (Obligations of Membership) to appear after Article II (Rights of Membership) and before Article III (Rights and Obligations of WPOA Non-Members)</p>

<p>Art. IV Sec. 2</p>	<p>Compliance with Rules and Regulations– From time to time, the WPOA Board of Directors, with the approval of the Membership, will enact and publish Rules and Regulations and Policies governing conduct of all persons upon the properties of the WPOA and will provide notices of the Rules and Regulations and Policies to the Members of the WPOA. Each Member is obligated to comply with the Rules and Regulations. Failure to do so may result in a loss of Member rights.</p>	<p>Compliance with Rules and Regulations– From time to time, the WPOA Board of Directors, with the approval of the Membership, will enact and publish Rules and Regulations and Policies governing conduct of all persons upon the properties of the WPOA <u>and upon Members’ private properties, where such conduct on private property may directly or indirectly affect the roads, Ponds, and/or other common property of the WPOA,</u> and will provide notices of the Rules and Regulations and Policies to the Members of the WPOA. Each Member is obligated to comply with the Rules and Regulations and Policies <u>and to ensure compliance by the Member’s Partner-Member, [Delegate-Member,] and invited guests and lessees.</u> Failure to do so may result in a loss of Member rights.</p>	<p>Added text to acknowledge WPOA’s interest in ensuring that conduct on private property does not adversely affect the roads, ponds and/or other common property of the WPOA.</p> <p>New sentence added to highlight that Members have an obligation to ensure that their invited guests and lessees comply with the Rules and Regulations and Policies of the WPOA.</p>
<p>Art. IV Sec. 3</p>	<p>Denial of Pond Easement Rights – In addition to other powers afforded to the Board of Directors, the Board may, at their discretion, override any owner’s rights to access the pond waters if their deliberate actions as</p>	<p><u>ARTICLE V – DENIAL OF POND EASEMENT RIGHTS</u> Denial of Pond Easement Rights– In addition to other powers afforded to the Board of Directors, the Board may, at</p>	<p>This Section previously appeared in Article IV (Obligations of Membership). It is moved to new Article V, since it should be applicable to both Members and Non-Members. Other changes are made of clarity and consistency.</p>

	<p>classified under the policies of Wildwood, are deemed to endanger the future enjoyment of the Ponds for the Members as a whole. This is also true if they violate Massachusetts General Law in regard to the Ponds.</p>	<p>their discretion, override any owner's <u>Member's or Non-Member's</u> rights to access the pond waters if their deliberate actions, as classified under the policies <u>Rules and Regulations and Policies</u> of Wildwood <u>the WPOA</u>, are deemed to endanger the future enjoyment of the Ponds for the Members as a whole. This is also true if they violate Massachusetts General Law in regard to the Ponds.</p>	
<p>Art. VI (old Art. V) Sec. 1</p>	<p>Annual Meeting of the Members – The Annual Meeting of the Members of the WPOA shall be held at an appropriate location in the town of Tolland that provides access to all Members. The meeting location will be determined by the Board of Directors and published in the call to the meeting on the fourth Sunday in August of each year unless the date is changed by the Board of Directors with published notice to all Members. The purposes of the meeting will be to: receive reports of the President and Treasurer; elect Officers and Directors; receive a proposed budget approved by the</p>	<p>Annual Meeting of the Members – The Annual Meeting of the Members of the WPOA shall be held at an appropriate location in the town of Tolland that provides access to all Members. The meeting location will be determined by the Board of Directors and published in the call to the meeting on the fourth Sunday in August of each year unless the date is changed by the Board of Directors with published notice to all Members <u>and Non-Members</u>. The purposes of the meeting will be to: receive reports of the President and Treasurer; elect Officers and Directors; receive a proposed budget approved by the</p>	<p>Non-Members have the right to vote on roads and ponds assessments, so should be given notice of the annual meeting.</p>

	Board of Directors; enact a budget for the following calendar year, including assessments for road maintenance, pond maintenance, and all other costs and activities of the WPOA; and conduct the other business as may be properly brought before it.	Board of Directors; enact a budget for the following calendar year, including assessments for road maintenance, pond maintenance, and all other costs and activities of the WPOA; and conduct the other business as may be properly brought before it.	
Art. VI (old Art. V) Sec. 2	Special Meetings – A special meeting of the Members may be called by the President, by the Board of Directors, or by petition of five (5) or more of the voting Members of the WPOA, addressed to the President, which petition shall state the purpose of the meeting. A meeting properly requested by petition shall be held within forty-five (45) days of receipt of the petition at the offices of the WPOA, or at an appropriate location as stated in #1 above.	Special Meetings – A special meeting of the Members may be called by the President, by the Board of Directors, or by petition of five (5) or more of the voting <u>Voting</u> Members of the WPOA, addressed to the President, which petition shall state the purpose of the meeting. A meeting properly requested by petition shall be held within forty-five (45) days of receipt of the petition at the offices of the WPOA, or at an appropriate location as stated in #1 above.	Voting Member is a defined term, so should be capitalized.
Art. VI (old Art. V) Sec. 3	Notice of Meeting – Each Member of the WPOA shall be notified by USPS mail of the time and place of a meeting and of its general or special purpose, which notice shall be postmarked not less than three (3)	Notice of Meeting – Each Member <u>and Non-Member</u> of the WPOA shall be notified by USPS mail of the time and place of a meeting and of its general or special purpose, which notice shall be postmarked not less	Non-Members have the right to vote on roads and ponds assessments, so should be given notice of the annual meeting.

	weeks prior to the date of the meeting.	than three (3) weeks prior to the date of the meeting.	
Art. VI (old Art. V) Sec. 5	Presiding Officer – Meetings of the WPOA shall be presided over by the President or in his or her absence, by the Vice-President or, in their absence, by the Treasurer. In the absence of all of these Officers, the Board of Directors shall elect one of their Members to serve as presiding officer.	Presiding Officer – Meetings of the WPOA shall be presided over by the President or in his or her absence, by the Vice-President or, in their absence, by the Treasurer. In the absence of all of these Officers, the <u>members of the</u> Board of Directors <u>who are present</u> shall elect one of their Members <u>them</u> to serve as presiding officer.	Change made for clarity.
Art. VI (old Art. V) Sec. 6	Rules of Order – Meetings of the WPOA shall be conducted according to Roberts Rules of Order.	<i>[deleted]</i>	This is more appropriate for a policy or procedures document, rather than be required at the level of the By-Laws.
Art. VII (old Art. VI) Sec. 1 2 nd para.	There will be four (4) officers: a President, a Vice President, a Secretary, and a Treasurer. The President and Secretary shall be elected by the Members at the Annual Meeting of the Members in even numbered years, to a term of two (2) years, effective immediately following the election. The Vice-President and Treasurer shall be elected by the Members at the Annual Meeting of the Members in odd numbered years, to a term of two	There will be four (4) officers <u>Officers</u> : a President, a Vice President, a Secretary, and a Treasurer. The President and Secretary shall be elected by the Members at the Annual Meeting of the Members in even numbered years, to a term of two (2) years, effective immediately following the election. The Vice-President and Treasurer shall be elected by the Members at the Annual Meeting of the Members in odd numbered years, to a term of two	Officers is used below as a defined term, so should be capitalized here.

	(2) years, effective immediately following the election.	(2) years, effective immediately following the election.	
Art. VII (old Art. VI) Sec. 1 5 th para.	Should a position on the Board become vacant, unexpired terms shall be filled by appointment by the Board of Directors, acting by majority vote at a regular or special meeting of the Board, to serve until the next Annual Meeting of the Members. The remainder of the expired term shall be filled by election of the Membership voting at the Annual Meeting.	Should a position on the Board become vacant, unexpired terms shall be filled by appointment by the Board of Directors, acting by majority vote at a regular or special meeting of the Board, to serve until the next Annual Meeting of the Members. The remainder of the expired <u>unexpired</u> term shall be filled by election of the Membership voting at the Annual Meeting.	Change made to correct an error in the text.
Art. VII (old Art. VI) Sec. 2 1 st para.	2. Duties of the Officers The President shall preside at all meetings of the WPOA and of the Board of Directors. He or she shall sign all contracts and obligations of the WPOA which are approved and authorized by the Board of Directors. He or she shall cause to be performed an annual review of the WPOA finances. He or she shall, with the approval of the Board of Directors, appoint the Committees and will assist the Members, Officers and District Representatives and nominate persons to chair and serve	2. Duties of the Officers The President shall preside at all meetings of the WPOA and of the Board of Directors. He or she shall sign all contracts and obligations of the WPOA which are approved and authorized by the Board of Directors. He or she shall cause to be performed an annual review of the WPOA finances. He or she shall, with the approval of the Board of Directors, appoint the Committees and, <u>with the assistance of</u> will assist the Members, Officers, and District Representatives, <u>and will</u> nominate persons to chair and	Changes made for clarity.

	on the Committees. He or she shall exercise all of the usual functions pertaining to the Office of President consistent with the provisions of these By-Laws or with the directions of the Board of Directors.	serve on the Committees. He or she shall exercise all of the usual functions pertaining to the Office of President consistent with the provisions of these By-Laws or with the directions of the Board of Directors.	
Art. VII (old Art. VI) Sec. 2 2 nd para.	The Vice-President shall have the power to perform all of the duties of the President in the absence or inability of the Officer.	The Vice-President shall have the power to perform all of the duties of the President in the absence or inability of the Officer. <u>Additionally, the Vice-President shall act as Committee coordinator to ensure that Committees' activities align with the goals and objectives of the Board of Directors.</u>	Description of the Vice-President's role is amended in accordance with advice from the Strategic Planning Committee.
Art. VII (old Art. VI) Sec. 2 4 th para.	The Treasurer shall oversee the collections and receipts of all monies due and belonging to the WPOA, and have custody of all funds, securities, and unperformed contracts. He or she shall oversee the deposit of all monies in a federally insured bank designated by the Board of Directors. He or she shall oversee the withdrawal, transfer or issuance of all checks or drafts. To that end, the Treasurer shall (i)	The Treasurer shall oversee the collections and receipts of all monies due and belonging to the WPOA, and have custody of all funds, securities, and unperformed contracts. He or she shall oversee the deposit of all monies in a federally insured bank designated by the Board of Directors. He or she shall oversee the withdrawal, transfer or issuance of all checks or drafts. To that end, the Treasurer shall (i) ensure that no monies in excess of seven	Officer is a defined term and should be capitalized.

	<p>ensure that no monies in excess of seven hundred and fifty dollars (\$750.00) shall be paid out, withdrawn or transferred except on check or draft signed by two Officers, or by one officer and, at the authorization of the Board of Directors, the Operations Manager;</p> <p>(ii) ensure that all direct payments are authorized by the Treasurer before the payments are made; and</p> <p>(iii) permit the Operations Manager to sign checks for less than \$750. He or she shall keep regular and accurate accounts and shall submit reports to the Board of Directors when requested by them and submit an annual report showing the financial condition of the WPOA to the Members at the Annual Meeting.</p>	<p>hundred and fifty dollars (\$750.00) shall be paid out, withdrawn or transferred except on check or draft signed by two Officers, or by one officer <u>Officer</u> and, at the authorization of the Board of Directors, the Operations Manager;</p> <p>(ii) ensure that all direct payments are authorized by the Treasurer before the payments are made; and (iii) permit the Operations Manager to sign checks for less than \$750. He or she shall keep regular and accurate accounts and shall submit reports to the Board of Directors when requested by them and submit an annual report showing the financial condition of the WPOA to the Members at the Annual Meeting.</p>	
<p>Art. VII (old Art. VI) Sec. 7</p>	<p>The Board of Directors has the responsibility and the authority to override any decision, which has been previously made, without prior direction or approval of the Board of Directors. The Board of Directors shall present a proposed annual budget to the Members of the WPOA at the Annual Members Meeting.</p>	<p>The Board of Directors has the responsibility and the authority to override any decision, which has been previously made, without prior direction or approval of the Board of Directors. The Board of Directors shall present a proposed annual budget to the Members of the WPOA at the Annual Members Meeting. The</p>	<p>First sentence is moved and edited for better clarity.</p>

	<p>The Board shall see to the proper management of Wildwood, in accordance with a budget approved by the Members, and shall maintain adequate insurance to protect the WPOA, its Members, the District Representatives and Officers, agents and employees against usual risks, liabilities and contingencies.</p>	<p>Board shall see to the proper management of Wildwood, in accordance with a <u>the</u> budget approved by the Members, and shall maintain adequate insurance to protect the WPOA, its Members, the District Representatives and Officers, agents and employees against usual risks, liabilities and contingencies. <u>The Board of Directors has the responsibility and the authority to override any decision or action that was made or taken without prior direction or approval of the Board of Directors.</u></p>	
<p>Art. VII (old Art. VI) Sec. 8</p>	<p>It is normally expected that all members of the Board of Directors will actually attend as many meetings as they can in person; however, due to personal circumstances there may be a few occasions when the member cannot attend the meeting in person and desires to participate in the meeting via telephone, or other forms of remote attendance. That member may participate, discuss matters with the Board, make motions, second motions, and vote on motions in the</p>	<p>It is normally expected that all members of the Board of Directors will actually attend as many meetings as they can in person; however, due to personal circumstances there may be a few occasions when the member cannot attend the meeting in person and desires to participate in the meeting via telephone, or other forms of remote attendance. That member may participate, discuss matters with the Board, make motions, second motions, and vote on motions in the same manner as if the member was</p>	<p>Change made for conciseness and clarity.</p>

	<p>same manner as if the member was present in person. This section is added to be an exception and not the rule.</p>	<p>present in person. This section is added to be an exception and not the rule.</p>	
<p>Art. VII (old Art. VI) Sec. 9</p>		<p><u>9. Ad Hoc Meetings; Emergency Votes</u></p> <p><u>It is normally expected that matters requiring action by the Board of Directors will be presented at a regularly scheduled meeting of the Board of Directors, and Members should plan their activities accordingly. In some cases, however, a matter may arise that requires action prior to the next scheduled Board meeting. In such cases, the Board of Directors may call an ad hoc meeting, which may be held either in-person or virtually, to attend to the matter.</u></p> <p><u>In rare circumstances, immediate action requiring Board authorization may be needed. In such circumstances, the President, Vice-President, or Office Manager may request the Board of Directors to provide authorization by e-mail. Every attempt should be made to allow sufficient time for all Board</u></p>	<p>New Section added at the request of the Board to provide greater clarity and flexibility in procedures when prompt Board action is required.</p>

		<p><u>members to provide a response. If any Board member raises a significant concern regarding the action, an ad hoc Board meeting will be called to resolve the matter.</u></p>	
<p>Art. VIII (old Art. VII) Sec. 1</p>		<p><u>BUILDING REVIEW COMMITTEE – The purpose of this committee will be to review proposals for new improvements or modifications to existing improvements on private Lots and to advise the Board of Directors whether: (1) a proposed dock or float installation would violate the WPOA Rules and Regulations; or (2) a proposed project on private property would violate the WPOA Code or Responsibility or otherwise raise concern about possible harm to WPOA common property.</u></p>	<p>The Building Review Committee plays an important role in helping to safeguard Wildwood property, so it is suggested that it be reinstated as a standing committee.</p>
<p>Art. VIII (old Art. VII) Sec. 1</p>	<p>FOREST MANAGEMENT COMMITTEE – The purpose of this Committee will be to review the condition and management (short-term, as well as, long-term) of the forested common property of the WPOA, and to advise and assist the Board of Directors regarding prudent or necessary actions of the WPOA to</p>	<p>FOREST MANAGEMENT COMMITTEE – The purpose of this Committee will be to review the condition and management (short-term, as well as, <u>and</u> long-term) of the forested common property of the WPOA, and to advise and assist the Board of Directors regarding prudent or necessary actions of the WPOA to</p>	<p>Change made for clarity and conciseness.</p>

	preserve the health and diversity of the forest.	preserve the health and diversity of the forest.	
Art. VIII (old Art. VII) Sec. 1	<p>PONDS PRESERVATON COMMITTEE – The purpose of this Committee will be to review the condition and management (short-term, as well as, long-term) of the Ponds of the WPOA, and to advise and assist the Board of Directors regarding prudent or necessary actions of the WPOA to preserve the integrity of the Ponds. This Committee may be assisted by a Sub-Committee on fishing and fish stocking.</p>	<p>PONDS PRESERVATON COMMITTEE – The purpose of this Committee will be to review the condition and management (short-term, as well as, <u>and</u> long-term) of the Ponds of the WPOA, and to advise and assist the Board of Directors regarding prudent or necessary actions of the WPOA to preserve the integrity of the Ponds. This Committee may be assisted by a Sub-Committee on fishing and fish stocking.</p>	Change made for clarity and conciseness.
Art. VIII (old Art. VII) Sec. 1	<p>SECURITY AND SAFETY MANAGEMENT COMMITTEE – The purpose of this Committee will be to review the condition and management (short-term, as well as, long-term) of the state of security and of the safety of the WPOA assets including, but not limited to: roads, rights-of-way, ponds, forests, buildings and recreational facilities, and maintain the WPOA Emergency Database, in addition to the Rules</p>	<p>SECURITY AND SAFETY MANAGEMENT COMMITTEE – The purpose of this Committee will be to review the condition and management (short-term, as well as, <u>and</u> long-term) of the state of security and of the safety of the WPOA assets including, but not limited to: roads, rights-of-way, ponds, forests, buildings and recreational facilities, and maintain the WPOA Emergency Database, in addition to the Rules and Regulations and Policies of the</p>	Change made for clarity and conciseness.

	and Regulations and Policies of the WPOA and will advise and assist the Board of Directors regarding recommendations, actions, and enforcement.	WPOA and will advise and assist the Board of Directors regarding recommendations, actions, and enforcement.	
Art. VIII (old Art. VII) Sec. 3	Each Committee will report to the WPOA Membership at its Annual Meeting of the Members.	Each <u>standing</u> Committee will report to the WPOA Membership at its Annual Meeting of the Members.	An ad hoc Committee may be formed for a particular purpose that does not require a report to the Membership.
Art. VIII (old Art. VII) Sec. 5	The President of the WPOA shall nominate a chairman of each Committee, except the Nominating Committee, and these nominations shall be approved by the Board of Directors. Unless membership of a Committee has been determined above by these By-Laws, each Member of the WPOA in Good Standing shall be eligible to volunteer to serve on a Committee, provided however, that the chair of a Committee shall determine the maximum size of the Committee, and may decide among applicants which exceed available positions. Each permanent standing Committee shall have at least one Board member of the WPOA as a member, and that	The President of the WPOA shall nominate a chairman of each Committee, except the Nominating Committee, and these nominations shall be approved by the Board of Directors. Unless membership of a Committee has been determined above by these By-Laws, each Member, <u>Partner-Member</u> , <i>[or Delegate-Member]</i> of the WPOA in Good Standing shall be eligible to volunteer to serve on a Committee, provided however, that the chair of a Committee shall determine the maximum size of the Committee, and may decide among applicants which exceed available positions. Each permanent standing Committee shall have at least one Board member of	References to Partner-Member and (if approved) Delegate-Member added to conform to changes in earlier Articles. Text relating to Board Liaison edited to avoid confusion with the role of the Committee Chair.

	<p>person shall report to the Board of Directors at its regularly scheduled meeting, and at other times as appropriate.</p>	<p>the WPOA as a member, and that person shall report to the Board of Directors at its regularly scheduled meeting, and at other times as appropriate <u>serve as a liaison between the Board of Directors and the <u>Committee.</u></u></p>	
<p>Art. IX (old Art. VIII) Sec. 1</p>	<p>Nominations of WPOA Officers and District Representatives -- The Nominating Committee, as described in Article VII, Section 1, shall begin its duties not less than 90 days before the next Annual Meeting.</p>	<p>Nominations of WPOA Officers and District Representatives -- The Nominating Committee, as described in Article VII, Section 1, shall begin its duties not less than 90 days before the next Annual Meeting. <u>Any person seeking nomination for a position on the Board of Directors shall attest to their status as a Member, Partner-Member, <i>[or Delegate Member]</i>.</u> The Nominating Committee shall make every effort to identify at least one <u>qualified Member or Partner-Member in Good Standing to recommend for each open position. <i>[In the event that a qualified Member or Partner-Member in Good Standing cannot be identified for a position, the Nominating Committee may recommend a Delegate-Member in Good Standing for the position.]</i></u></p>	<p>Changes made to incorporate the concepts of Partner-Member and (if approved) Delegate-Member. The Nominating Committee will establish detailed procedures to be set forth in its Policies and Procedures.</p>

<p>Art. IX (old Art. VIII) Sec. 3</p>	<p>Proxy –Members of the WPOA in Good Standing may vote by proxy by completing a proxy form provided by the WPOA in which the Member’s representative is designated, and the form is presented to the President at the meeting at which a vote is to be taken.</p>	<p>Proxy – Voting Members of the WPOA in Good Standing may vote by proxy by completing a proxy form provided by the WPOA in which the Member’s representative is designated <u>Voting Member designates another Member, Partner-Member, <i>[or Delegate-Member]</i> or the WPOA office to serve as his/her representative</u>, and the form is presented to the President at the meeting at which a vote is to be taken</p>	<p>Change made to provide better clarity about the requirements for proxy designation and to conform to changes in earlier Articles.</p>
<p>Art. X (old Art. IX) Sec. 1</p>	<p>Definitions:</p> <ul style="list-style-type: none"> • Parcel – a section or area of real property as shown on the plan of the Chamonix Chalet Properties Tolland MA Master Plan, filed with the Hampden County Registry of Deeds, Book of Plans Volume 102, page 42, dated March 9, 1966. • Contiguous – two or more parcels with a common border, excluding parcels that touch at corners. (See exception in #10 below.) • Lot – one parcel, or contiguous parcels under one ownership, 	<p>Definitions:</p> <ul style="list-style-type: none"> • Parcel – a section or area of real property as shown on the plan of the Chamonix Chalet Properties Tolland MA Master Plan, filed with the Hampden County Registry of Deeds, Book of Plans Volume 102, page 42, dated March 9, 1966. • Contiguous – two or more parcels<u>Parcels</u> with a common border, excluding parcels<u>Parcels</u> that touch <u>only</u> at corners. (See exception in #10<u>7</u> below.) • Lot – one parcel<u>Parcel</u>, or contiguous parcels<u>Parcels</u> under 	<p>Changes made for clarity and consistent use of defined terms.</p>

	which is or can be occupied by a principle dwelling. (A lot in Wildwood may be made up of more than one parcel.)	one ownership, which is or can be occupied by a principle <u>principal</u> dwelling. (A lot <u>Lot</u> in Wildwood may be made up of more than one parcel <u>Parcel</u> .)	
Art. X (old Art. IX) Sec. 2 para. 9	The Finance Committee will then convene to explore sources of monies needed to pay for the emergent spending and make recommendations to the Board for approval.	The Finance Committee will then convene to explore sources of monies needed to pay for the emergent <u>emergency</u> spending and make recommendations to the Board for approval.	Change made to correct a typo.
Art. X (old Art. IX) Sec. 3 para. 2	(a) care and maintenance of the at Wildwood; (b) care and maintenance of the Ponds; and	(a) care and maintenance of the <u>roads</u> at Wildwood; (b) care and maintenance of the Ponds; and	Change made to correct a typo.
Art. X (old Art. IX) Sec. 3 para. 5	(a) Care and maintenance of the roads at Wildwood –Assessments for care and maintenance of the Roads at Wildwood shall be charged on the basis of ownership of each parcel within Wildwood.	(a) Care and maintenance of the roads at Wildwood –Assessments for care and maintenance of the Roads at Wildwood shall be charged on the basis of ownership of each parcel <u>Parcel</u> within Wildwood.	Change made for consistent use of defined terms.
Art. X (old Art. IX) Sec. 3 para. 6	(b) Care and maintenance of the Ponds –Assessments for care and maintenance of the Ponds shall be charged on the basis of ownership of	(b) Care and maintenance of the Ponds –Assessments for care and maintenance of the Ponds shall be charged on the basis of ownership of	Change made for consistent use of defined terms.

	<p>each parcel within Wildwood, provided, however, that if any person owns more than one undeveloped non-adjointing parcel in Wildwood, only one levy for care maintenance of Cranberry Pond and Otter Pond shall be levied, except as stated in Section 9 below.</p>	<p>each parcel<u>Parcel</u> within Wildwood, provided, however, that if any person owns more than one undeveloped non-adjointing parcel in Wildwood, only one levy for care <u>and</u> maintenance of Cranberry Pond and Otter Pond shall be levied, except as stated in Section 9 below.</p>	
<p>Art. X (old Art. IX) Sec. 3 para. 7</p>	<p>(c) All other activities and responsibilities of the WPOA – Dues for all other activities and responsibilities of the WPOA shall be charged on the basis of Membership in the WPOA, provided however, that if any property which is the basis for Membership eligibility under ARTICLE I Section 1 is owned by more than one person, only one charge shall be made upon the owners (and other members of the immediate family who may have Membership through the ownership). Any member of an owner’s immediate family that takes ownership of a separate Lot under legally recognized ownership must pay Membership dues to enjoy Membership privileges.</p>	<p>(c) All other activities and responsibilities of the WPOA – Dues for all other activities and responsibilities of the WPOA shall be charged on the basis of Membership in the WPOA, provided, however, that if any property which is the basis for Membership eligibility under ARTICLE I Section 1 is owned by more than one person only one charge shall be made <u>for any property which is the basis for Membership eligibility under ARTICLE 1 Section 1, regardless of the number of persons who are Members, Partner-Members, <i>[or Delegate-Members]</i> based upon the ownership of such property.</u> Any member of an owner’s immediate family that<u>who</u> takes ownership of a separate Lot under legally recognized ownership must pay Membership</p>	<p>Change made for clarity and to incorporate the concepts (if approved) of Partner-Member and Delegate-Member.</p> <p>Change also removes the implication that immediate family members of an owner are also Members.</p>

<p>Art. X (old Art. IX) Sec. 4</p>	<p>Parcels Merged by Any Manner Whatsoever – If any owner of property in Wildwood owns adjoining contiguous parcels which have been merged into a single lot by any manner, the levy of dues and assessments in categories (a), (b), and (c) attributable to ownership will be charged an additional percentage of applicable dues and assessments as follows for each contiguous parcel:</p> <p style="padding-left: 40px;">2019 Additional fee equal to 15% 2020 Additional fee equal to 10% 2021 Additional fee equal to 5%</p> <p>Thereafter, the contiguous parcels will not be subject to additional dues and assessments.</p>	<p>dues to enjoy Membership privileges.</p> <p>Parcels Merged by Any Manner Whatsoever – If any owner of property in Wildwood owns adjoining contiguous parcels<u>Parcels</u> which have been merged into a single lot<u>Lot</u> by any manner, <u>then (effective as of 2022)</u> the levy of dues and assessments in categories (a), (b), and (c) attributable to ownership will <u>not</u> be charged an<u>any</u> additional percentage of applicable dues and assessments <u>for the contiguous Parcels, as follows for each contiguous parcel:</u></p> <p style="padding-left: 40px;">2019 Additional fee equal to 15% 2020 Additional fee equal to 10% 2021 Additional fee equal to 5%</p> <p><u>Thereafter, the contiguous parcels will not be subject to additional dues and assessments.</u></p>	<p>Transitional assessments for contiguous Parcels deleted, since they are no longer applicable.</p>
<p>Art. X (old Art. IX) Sec. 6</p>	<p>Multiple Improved Lots – Should an owner of an improved lot within Wildwood own multiple improved lots, then each lot with a dwelling thereon will be subject to dues and assessments as in categories (a), (b),</p>	<p>Multiple Improved Lots – Should an owner of an improved lot<u>Lot</u> within Wildwood own multiple improved lots<u>Lots</u>, then each lot<u>Lot</u> with a dwelling thereon will be subject to dues and assessments as in categories</p>	<p>Changes made for clarity and consistency in usage of defined terms.</p>

	<p>and (c). The owner, being a Member in Good Standing, will be eligible to vote on business of the association once for each additional Membership so created, but will not be allowed to hold multiple seats on the Board of Directors. This overrides ARTICLE II Section 4. The owner may elect to have this be a Non-Member lot, therefore responsible for assessments in categories (a) and (b), and not eligible for any additional Member privileges including voting as above.</p>	<p><u>4(a), (b), and (c) above.</u> The owner, being a Member in Good Standing, will be eligible to vote on business of the association once for each additional Membership so created, but will not be allowed to hold multiple seats on the Board of Directors. This overrides ARTICLE II Section 4. The owner may elect to have this an <u>additional Lot</u> be a Non-Member Lot, therefore <u>thereby being</u> responsible for assessments in categories (a) and (b), and <u>but not being</u> eligible for any additional Member privileges including voting as above.</p>	
<p>Art. X (old Art. IX) Sec. 7</p>	<p>Second lots for septic tanks or wells – On occasion, the septic or well on a property fails. In the instance, a parcel across the street from the property may be owned and used to put in a new septic or well. In the instances, the second lot is considered to be contiguous to the primary lot, as long as no other structure is built upon it. This designation is allowed only if such a failure has actually occurred.</p>	<p>Second lots <u>Lots</u> for septic tanks or wells – On occasion, the septic or well on a property fails. In the instance, <u>and a parcel</u> Parcel across the street from the property may be owned <u>by the same owner</u> and used to put in a new septic or well. In the <u>such</u> instances, the second lot <u>Parcel</u> is considered to be contiguous to the primary Lot, as long as no other structure is built upon it. This designation is allowed only if such a failure has actually occurred.</p>	<p>Changes made for clarity and consistency in usage of defined terms.</p>

<p>Art. X (old Art. IX) Sec. 8</p>	<p>Allowance for Default – The amount of dues and assessments to be levied against each Member, in order to provide the funds necessary to carry out the Annual Budget, shall be set taking into consideration the probability that the owners of some parcels of real property cannot be located with reasonable effort, or will refuse to make payments.</p>	<p>Allowance for Default – The amount of dues and assessments to be levied against each Member, in order to provide the funds necessary to carry out the Annual Budget, shall be set taking into consideration the probability that the owners of some parcels<u>Parcels</u> of real property cannot be located with reasonable effort, or will refuse to make payments.</p>	<p>Change made for consistency in usage of defined terms.</p>
<p>Art. X (old Art. IX) Sec. 9 3rd para.</p>	<p>If the unpaid amount is paid within 30 days of the WPOA Notice letter, then the WPOA may at its discretion waive the late charge, attorneys’ fees, fines and interest. If that unpaid amount is not paid within 30 days of the first WPOA Notice letter, the WPOA will send the delinquent party a second Notice of Legal Action letter in a form satisfactory to the then current Board of Directors. This letter shall at least indicate that:</p>	<p>If the unpaid amount is paid within 30 days of the WPOA Notice <u>of Unpaid Dues and Assessment</u> letter, then the WPOA may at its discretion waive the late charge, attorneys’ fees, fines and interest. If that unpaid amount is not paid within 30 days of the first WPOA Notice of Unpaid Dues and Assessment letter, the WPOA will send the delinquent party a second Notice of Legal Action letter in a form satisfactory to the then current Board of Directors. This letter shall at least indicate that:</p>	<p>Changes made for clarity.</p>
<p>Art. X (old Art. IX) Sec. 9 4th para.</p>	<p>The unpaid dues together with the monetary late charge, attorneys’ fees, fines and interest are a valid legal enforceable debt due to the WPOA</p>	<p>The unpaid dues together with the monetary late charge, attorneys’ fees, fines and interest are <u>(1)</u> a valid, <u>legally</u> enforceable debt <u>that is</u> due to</p>	<p>Changes made for clarity.</p>

	and may, under Massachusetts law, entitle an enforceable lien by the WPOA on the Wildwood property of the Wildwood property owner, and is also a personal debt obligation of the Wildwood property owner to the WPOA under the provisions of applicable Massachusetts General Laws.	the WPOA and may, under Massachusetts law, entitle an enforceable lien by the WPOA on the Wildwood property of the Wildwood property owner, and is also <u>(2)</u> a personal debt obligation of the Wildwood property owner to the WPOA under the provisions of applicable Massachusetts General Laws.	
Art. X (old Art. IX) Sec. 9 5 th para.	If no response is received within 30 days of the date of this second letter, the WPOA will obtain an attorney or utilize a collection agency to enforce its rights to payment under any and all rights that the WPOA has under Massachusetts law, including without limitation any and all contract, debt and lien laws.	If no response is received within 30 days of the date of this second letter <u>the Notice of Legal Action letter</u> , the WPOA will obtain an attorney or utilize a collection agency to enforce its rights to payment under any and all rights that the WPOA has under Massachusetts law, including without limitation any and all contract, debt and lien laws.	Changes made for clarity.
Art. XI (old Art. X) Sec. 1	Sale of WPOA common property As a general rule, WPOA common property is not for sale. WPOA common property may be sold, with Board approval, only under the following conditions: <ul style="list-style-type: none"> An existing home has a failed 	Sale of WPOA common property As a general rule, WPOA common property is not for sale. WPOA common property may be sold, with Board approval, only under the following conditions: <ul style="list-style-type: none"> An existing home has a failed well 	Changes made for consistency in usage of defined terms.

	<p>well or septic system deemed by the Tolland Health Department not to be replaceable on the existing lot. There is WPOA common property adjacent or across the street where the new septic or well could be placed.</p> <ul style="list-style-type: none"> • A Member in Good Standing owns or buys a lot. The Tolland Health Department deems that the land will support a septic, but for less than three bedrooms, so additional land is needed for a septic system that will support up to, but no more than, three bedrooms. There is WPOA common property adjacent or across the street where the new system or well could be placed. • If the conditions for either of the above are met, with written corroboration from the Tolland Health Department, then the WPOA may approve the sale of WPOA property, and the following conditions apply: • If the property sold is a portion of common property, and not a defined parcel, then the sale will 	<p>or septic system deemed by the Tolland Health Department not to be replaceable on the existing lot<u>Lot</u>. There is WPOA common property adjacent or across the street where the new septic or well could be placed.</p> <ul style="list-style-type: none"> • A Member in Good Standing owns or buys a lot<u>Lot</u>. The Tolland Health Department deems that the land will support a septic, but for less than three bedrooms, so additional land is needed for a septic system that will support up to, but no more than, three bedrooms. There is WPOA common property adjacent or across the street where the new system or well could be placed. • If the conditions for either of the above are met, with written corroboration from the Tolland Health Department, then the WPOA may approve the sale of WPOA property, and the following conditions apply: • If the property sold is a portion of common property, and not a 	
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	<p>be only enough area to replace the existing well or septic system or to place a new septic system or well. The expense of the survey and all other expenses will be paid by the buyer.</p> <ul style="list-style-type: none"> • The selling price of the WPOA common property will be at a percentage of fair market value, the value to be determined by an independent appraiser, or no less than 10% of the full assessed value of the property. • The proposed buyer of the WPOA common property will pay all expenses of the transfer, including possible tax penalties and legal fees charged to the WPOA. No expenses will be incurred by the WPOA. • The deed for the purchased parcel will have a restriction placed on it so that it may not be developed for anything other than the proposed well or septic, i.e. no expansion of the dwelling or outbuildings may be placed on said parcel. • There will be a deed restriction 	<p>defined parcel<u>Parcel</u>, then the sale will be only enough area to replace the existing well or septic system or to place a new septic system or well. The expense of the survey and all other expenses will be paid by the buyer.</p> <ul style="list-style-type: none"> • The selling price of the WPOA common property will be at a percentage of fair market value, the value to be determined by an independent appraiser, or no less than 10% of the full assessed value of the property. • The proposed buyer of the WPOA common property will pay all expenses of the transfer, including possible tax penalties and legal fees charged to the WPOA. No expenses will be incurred by the WPOA. • The deed for the purchased lot<u>Parcel</u> will have a restriction placed on it so that it may not be developed for anything other than the proposed well or septic, i.e. no expansion of the dwelling or outbuildings may be placed on said parcel<u>Parcel</u>. 	
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	<p>that the land will remain in its natural state except for the area necessary for the replacement of the existing well or septic. The size of the new septic will not exceed either the size of the existing septic or what is required by current building codes for the existing dwelling.</p> <ul style="list-style-type: none"> • This property will be subject to all dues and assessments as dictated by the other sections of these By-Laws. 	<ul style="list-style-type: none"> • There will be a deed restriction that the land will remain in its natural state except for the area necessary for the replacement of the existing well or septic. The size of the new septic will not exceed either the size of the existing septic or what is required by current building codes for the existing dwelling. • This property will be subject to all dues and assessments as dictated by the other sections of these By-Laws. 	
<p>Art. XI (old Art. X) Sec. 2</p>	<p>Taking back lots</p> <p>a. As a general rule, the WPOA will not take back lots. Should a property owner approach the WPOA asking to give back a lot, the WPOA Board may approve taking back lots only if the following conditions are met:</p> <ul style="list-style-type: none"> • All taxes must be paid up to date. • The title to the land must be clear. • The donor will pay all legal 	<p>Taking back lots<u>Lots</u></p> <p>a. As a general rule, the WPOA will not take back lots<u>Lots</u>. Should a property owner approach the WPOA asking to give back a lot<u>Lot</u>, the WPOA Board may approve taking back lots<u>Lots</u> only if the following conditions are met:</p> <ul style="list-style-type: none"> • All taxes must be paid up to date. • The title to the land must be clear. • The donor will pay all legal expenses involved in the land 	<p>Changes made for clarity and consistency in usage of defined terms.</p>

	<p>expenses involved in the land transfer.</p> <ul style="list-style-type: none"> The donor will pay an administration fee equal to one full year's dues and assessments as they would have been billed on the parcel(s) being donated. <p>The land, once taken back, will be placed in WPOA common property. It will not be sold again except as outlined in Article X, Section 1 above.</p> <p>b. The Board of Directors may acquire parcels that the Board deems is in the best interest of the WPOA, without a vote of Membership, as long as the out-of-pocket fees to the WPOA do not exceed .50% of the operating budget, per parcel. In addition, the WPOA may allocate to its reserves a pool for funds for this purpose.</p>	<p>transfer.</p> <ul style="list-style-type: none"> The donor will pay an administration fee equal to one full year's dues and assessments as they would have been billed on the parcel <u>Parcel(s)</u> being donated. <p>The land, once taken back, will be placed in WPOA common property. It will not be sold again except as outlined in Article X, Section 1 above.</p> <p>b. The Board of Directors may acquire parcels <u>Parcels</u> that the Board deems is in the best interest of the WPOA, without a vote of Membership, as long as the out-of-pocket fees to the WPOA do not exceed <u>0.50%</u> of the operating budget, per parcel <u>Parcel</u>. In addition, the WPOA may allocate to its reserves a pool for funds for this purpose.</p>	
<p>Art. XIII (old Art. XII) 1st para</p>	<p>The Board of Directors and Members of the WPOA in Good Standing may enact and publish, at an Annual Members Meeting or Special</p>	<p>The <u>From time to time, the WPOA Board of Directors, with the approval of the Membership, and Members of the WPOA in Good Standing</u> will</p>	<p>Changes made for clarity and consistency with Article IV Section 2.</p>

	<p>Meeting, Rules and Regulations governing the use of property owned by the WPOA including, but not limited to: the Ponds, amenities, and all roads and rights-of-way in Wildwood, and governing the activity and conduct on such properties among themselves. Such Rules and Regulations and Policies shall be enforced by the Board of Directors, advised by the Security and Safety Management Committee, through appropriate action, which may include fines levied against Members of the WPOA, loss of rights, and legal action.</p>	<p>enact and publish, at an Annual Members Meeting or Special Meeting, Rules and Regulations <u>and Policies</u> governing the use of property owned by the WPOA, including, but not limited to: the Ponds, amenities <u>Amenities</u>, and all roads and rights-of-way in Wildwood, and governing the activity and conduct on such properties among themselves <u>and upon Members' private properties, where such conduct on private property may directly or indirectly affect the roads, Ponds, and/or other common property of the WPOA.</u> Such Rules and Regulations and Policies shall be enforced by the Board of Directors, advised by the Security and Safety Management Committee, through appropriate action, which may include fines levied against Members of the WPOA, loss of rights, and, <u>in certain cases,</u> legal action.</p>	
<p>Art. XIII (old Art. XII) 2nd para</p>	<p>In an emergency situation, the Board of Directors may, at their sole discretion, enact Rules and Regulations and Policies to solve the crisis. The newly enacted Rules and Regulations will be immediately</p>	<p>In an emergency situation, the Board of Directors may, at their sole discretion, enact Rules and Regulations and Policies to solve the crisis. The newly enacted Rules and Regulations <u>and Policies</u> will be</p>	<p>Change made for clarity.</p>

	published, and then presented to the Members at the next Annual Members Meeting, for their affirmation by majority vote.	immediately published, and then presented to the Members at the next Annual Members Meeting, for their affirmation by majority vote.	
Art. XIV		<p><u>ARTICLE XIV – No Personal Liability</u></p> <p><u>Except as otherwise provided by law, no director, officer, employee or other agent of the WPOA shall be personally liable for any debt, liability or obligation of the WPOA. All persons, corporations or other entities extending credit to, contracting with, or having any claim against the WPOA may look only to the funds and property of the WPOA for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the WPOA.</u></p>	New Article to add a standard provision to protect Board members and other WPOA personnel from personal liability.
Art. XVI (old Art. XIV) 1 st para	WPOA Ponds and amenities may only be used by WPOA Members in Good Standing, and by WPOA Non-Member owners to the extent authorized in their deeds. However,	WPOA Ponds and amenities <u>Amenities</u> may only be used by WPOA Members in Good Standing, and by WPOA Non-Member owners to the extent	Change made for consistency in usage of defined terms.

	<p>WPOA reserves the right to deny access, regardless of deeded rights, in addition to assessing any applicable fines to WPOA Members that, after a hearing (if appropriate) have been determined to have violated the By-Laws, Rules and Regulations and Policies, or any other governing documents of the WPOA. This includes, but not limited to, violations deemed harmful to persons and/or to the preservation and ecological well-being of WPOA amenities including its forests and ponds.</p>	<p>authorized in their deeds. However, WPOA reserves the right to deny access, regardless of deeded rights, in addition to assessing any applicable fines to WPOA Members that, after a hearing (if appropriate) have been determined to have violated the By-Laws, Rules and Regulations and Policies, or any other governing documents of the WPOA. This includes, but not limited to, violations deemed harmful to persons and/or to the preservation and ecological well-being of WPOA amenities<u>Amenities</u> including its forests and ponds.</p>	
<p>Art. XVI (old Art. XIV) 3rd para</p>	<p>Violations for Dues in Arrears: If the violation is for non-payment of dues, the matter will be considered, based on the provisions contained in Article IX of these By-Laws and any related policies.</p>	<p>Violations for Dues in Arrears: If the violation is for non-payment of dues, the matter will be considered, <u>based on</u> addressed according to the provisions contained in Article IX<u>X</u> of these By-Laws and any related policies.</p>	<p>Change made for clarity.</p>