

WILDWOOD PROPERTY OWNERS' ASSOCIATION (WPOA) BY-LAWS

*Revised August, 2014. Amended August 2017, October 2017, April 2017,
August 2019, August 2022, September 2024 & August 2026*

The Wildwood Property Owners' Association, Inc. (WPOA) is a private organization of property owners in the area known as Wildwood in the Town of Tolland, Massachusetts. The purposes of the WPOA are to manage its properties and activities for the benefit of its Members, and to make Wildwood an attractive, enjoyable year-round vacation and recreation community in a natural environment.

ARTICLE I - MEMBERSHIP

1. 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. 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.

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 roster of Members as a Partner-Member. The term “Partner” means the legally recognized spouse 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 PartnerMembership 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.

2. Membership by Recorded Declaration – All persons who are eligible for Membership in the WPOA by reason of ownership of real property for which there is a Declaration of Joinder of the property, recorded with the Hampden County Registry of

Deeds, to that certain “Declaration of Covenants, Easements, Restrictions and Association” dated June 19, 1998 and recorded with the Hampden County Registry of Deeds in Book 10331, page 224, shall be Members of the WPOA by right and force of the Declarations.

3. 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. In the event such person eligible for Membership fails to join the WPOA, such person shall be a “WPOA Non-Member”, with the rights and obligations as set forth in Article IV.
4. Good Standing – A Member or WPOA Non-Member 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. Any Member or WPOA NonMember 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 WPOA Non-Member’s address of record with the WPOA, no longer be in Good Standing. A person who is not in Good Standing is not 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.
5. Withdrawal from Membership – Any person holding Voluntary 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 in Article IV. The person and their family members may not make use of the guest passes of Members in Good Standing.
6. 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 sale or transfer of the real property shall not relieve a person of any financial or other obligations to the WPOA for any year in which the person was a Member, or WPOA Non-Member, or owner of the real 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 of the obligations to the WPOA.

ARTICLE II - RIGHTS OF MEMBERSHIP

1. 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, in common with all other Members in Good Standing and with WPOA Non-Members pursuant to their deeds, to use the Ponds 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 Standing, including, but not limited to: trails; beaches; campground; picnic area; recreational facilities; bathhouses; and clubhouse (hereinafter known as “WPOA Amenities”).

2. Right to Invite Guests – Each Member of the WPOA in Good Standing has the right to extend to family members and 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 the Ponds and WPOA Amenities by guests. WPOA Members in Good Standing may NOT transfer Member rights or guest privileges to WPOA Non-Members or a WPOA Non-Member’s family members, or to Members not in Good Standing or their family members.

3. Right to Examine Books – Each Member of the WPOA has the right to examine the books and records of the WPOA, at the WPOA office during normal WPOA business hours upon written request to the Secretary of the WPOA at least fifteen days in advance of the date of the examination. The written request should describe the books and records desired to be examined.

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 regarding the finances of the WPOA and the assessments levied upon its Members. If more than one person are Members or Partner-Members based upon ownership of the same property as provided herein, only one vote will be allowed among such persons, who 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, except as set forth in Article X, Section 6.

5. 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. If more than one person are Members or Partner-Members based upon the ownership of the same property, only one such person may occupy a Board position at any given time. Family members who are not Members or Partner-Members 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.

6. 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.

7. Leasing – In the event that a Member leases, rents, licenses, or otherwise permits their home to be occupied by persons other than, and in the absence of, the owner(s) of record for a period of thirty (30) days or more, the occupant and Member must sign and provide to the Board prior to occupancy the Guest and Renter Registration Form, which shall contain a clause whereby the occupants agree to be bound by the Rules and Regulations and Policies, and any other governing documents of WPOA. In addition, the Member must make available to the occupant copies of said Rules and Regulations and Policies, and any other governing documents of WPOA prior to occupancy.

In the event that a Member leases or rents their home for a period of less than thirty (30) days, the occupant and Member must sign and provide to the Board, prior to occupancy, the Guest and Renter Registration Form, which shall contain a clause whereby the occupants agree to be bound by the Rules and Regulations and Policies, and any other governing documents of WPOA. In addition, the Member must make available to the occupant copies of the Rules and Regulations and Policies, and any other governing documents of WPOA.

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 Member in whose home the occupant is staying.

ARTICLE III - OBLIGATIONS OF MEMBERSHIP

1. Payment of Dues and Assessments – Each Member of the WPOA is obligated to pay all dues, assessments and fines which have been levied in accordance with decisions of the Membership, pursuant to these By-Laws, in each year in which he or she is a Member.

2. 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 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, 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 and to ensure compliance by the Member's Partner-Member and invited guests and lessees. Failure to do so may result in a loss of Member rights.

ARTICLE IV - RIGHTS AND OBLIGATIONS OF WPOA NON-MEMBERS

1. 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). WPOA Non-Members 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 Non-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 Wildwood roads for access to and from the WPOA Non-Members' properties. WPOA Non-Members in Good Standing will ensure that use of the Ponds and Wildwood roads by the WPOA Non-Member's invited guests and lessees also complies with all Rules and Regulations and Policies of the WPOA governing such use. Except for the use of Rights of Way, WPOA Non-Members in Good Standing shall not have the right to use WPOA Amenities.
2. 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.
3. WPOA Non-Members have the obligation and duty to pay for the costs of care and maintenance of Wildwood Roads and of the Ponds, in an amount equal to that paid by WPOA Members for the same rights of access and use.

ARTICLE V – DENIAL OF POND EASEMENT RIGHTS

1. In addition to other powers afforded to the Board of Directors, the Board may, at their discretion, override any Member's or WPOA Non-Member's rights to access the pond waters if their deliberate actions, as classified under the Rules and Regulations and Policies of the WPOA, 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.

ARTICLE VI - MEETINGS OF THE MEMBERSHIP

1. 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 and WPOA Non-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 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.

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.

3. Notice of any Annual, Regular, or Special Meeting of Members shall be given to each member not less than fifteen (15) days before the date of such meeting. Such notice may be given by mailing (with postmark dated 15 days before the date of such meeting) a copy of such notice to the address of such member as it appears on the membership register of the Association or by email to the email address provided by the member to the Association for the purpose of receiving notices.

4. Quorum – Fifty (50) Voting Members, physically present or represented by proxy, shall constitute a quorum for the transaction of business. If an Annual Meeting is adjourned for lack of a quorum, the Directors will convene another Annual Meeting within forty-five (45) days.

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 members of the Board of Directors who are present shall elect one of them to serve as presiding officer.

6. Rules of Order – Meetings of the WPOA shall be conducted according to Roberts Rules of Order.

ARTICLE VII - BOARD OF DIRECTORS

1. The management of the affairs of the WPOA, in accordance with these By-Laws, will be directed by an elected Board of Directors of the WPOA, comprised of ten (10) Members in Good Standing as follow:

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 (2) years, effective immediately following the election.

The Officers of the WPOA will be assisted and directed on matters of management and policy by six (6) District Representatives. The District Representatives, each representing one of the six (6) geographic districts within Wildwood, will be elected by the Membership of the WPOA at their Annual Meeting of the Members, to a term of three (3) years, effective immediately following the election.

The District Representatives shall reside in the District they represent. If there is no nominee, the Nominating Committee may nominate a Member-at-Large to represent the District(s). The Member at Large shall have all the rights and duties of District Representative. Two (2) of the six (6) District Representatives elected to represent geographical districts will be elected at each Annual Meeting of the Membership of the WPOA, each to serve a three (3) year term.

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 unexpired term shall be filled by election of the Membership voting at the Annual Meeting.

2. Duties of the Officers and Directors

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 nominate persons to chair the Committees. The President will assist the Members, Officers, and District Representatives and 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.

The Vice-President shall have the power to perform all of the duties of the President in the absence or inability of the Officer. 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.

The Secretary shall keep the minutes and records and conduct the correspondence of the WPOA and its Board of Directors. He or she shall have custody of the corporate seal and shall affix the same and sign all written contracts and obligations executed by the President, and perform all the other duties usually pertaining to the Office of Secretary consistent with the provisions of these By-Laws with the directions of the Board of Directors

The Treasurer shall ensure that adequate controls are maintained over the WPOA's assets. He or she shall ensure all monies are deposited into federally insured banks, with amounts not to exceed federal deposit insurance. Cash shall be held in insured Certificates of Deposit, Savings, or Checking accounts. Cash balances in excess of one year's fees & dues

may be held in interest bearing Certificates of Deposit or Savings accounts. Other investment options may be entered in to only with Member approval. The Treasurer shall ensure that monies are paid out consistent with amounts recommended by the Finance Committee and approved by the Board. Within 15 days of month end, the Treasurer shall review the just closed income statement and balance sheet to understand spending patterns and assure that all required reconciliations and reviews are complete and documented.

District Representatives shall contact the constituents in his/her geographic district quarterly at a minimum, in order to update them on issues addressed by the Board of Directors. Each District Representative shall also be a conduit of information from the constituency to the Board.

3. Removal from Office

Any Board member may be removed from office by a vote of seven (7) members of the Board of Directors present at any regular meeting of the Board of Directors, or by the Membership of the WPOA by a majority vote of Members present, at a duly called meeting with an established quorum, without the necessity for any cause or reason being stated or proven. Upon the removal, the unexpired term shall be filled by the Board of Directors in the manner set forth above in Article VII, Section 1.

In the event that a situation occurs that forces the Board of Directors to take action against one of its members, so that the member must be removed from office, the Board may take the action on a temporary basis only, and then operate as in Article VII, Section 1 above.

4. Annual Meeting of the Board of Directors

The Annual Meeting of the Board of Directors shall be held within four weeks (4) following the Annual Meeting of the Members.

5. Other Scheduled Meetings of Board of Directors

The Board of Directors shall meet regularly, no fewer than six times (6) per year, and they shall determine and schedule at their Annual Meeting.

6. Quorum of the Board of Directors

Six (6) members of the Board of Directors shall constitute a quorum for the conduct of business.

7. Duties 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 Board shall see to the proper management of Wildwood, in accordance with the 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. 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.

8. Remote Attendance at Scheduled Meetings

It is normally expected that all members of the Board of Directors will 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 present in person. This section is added to be an exception and not the rule.

9. Ad Hoc Meetings; Emergency Votes

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.

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 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.

ARTICLE VIII – COMMITTEES

1. The Officers and District Representatives of the WPOA shall be assisted and advised by standing Committees regarding specified matters, as follows:

BUILDING REVIEW COMMITTEE – The purpose of this committee will be to review any modification/improvements or new construction, driveway cuts and culverts, docks and rafts, and confirm that town and state codes, septic rules, rules of conservation and zoning regulations are followed, as well as WPOA By-laws, Rules and Regulations, and Policies and advise the Board of non-compliance issues. Application to the WPOA, including submission of a signed Indemnity Agreement and payment of a deposit to cover the cost of potential damages to WPOA roads and culverts by heavy equipment or vehicles is required prior/or simultaneously to application for permits to the Town of Tolland.

EXECUTIVE OPERATIONS COMMITTEE – The purpose of this Committee will be to advise the President, as requested, in the oversight and direction of the performance of the staff of the WPOA. Its membership will consist of the President, the Chair of the Property Management Committee, the Chair of the Personnel Committee, and the Treasurer.

FINANCE COMMITTEE – The purpose of this Committee will be to assist the Board in preparation of the WPOA Budget, investment of funds, and review of the WPOA finances. It shall be a permanent standing Committee, and its membership should include, but not be limited to, the current Treasurer, the immediate past Treasurer, and the Chair of the Property Management Committee.

FOREST MANAGEMENT COMMITTEE – The purpose of this Committee will be to review the condition and management (short-term and 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 preserve the health and diversity of the forest.

NOMINATING COMMITTEE – The purpose of this Committee will be to seek qualified Members of the WPOA to serve as Officers and District Representatives. It will advise the Board of Directors regarding nominations for election to the positions. It shall choose its own chair.

- a.) The Nominating Committee shall be comprised of five (5) WPOA Members in Good Standing. One shall be appointed by the President as a liaison from the Board of Directors, with Board approval. The remaining four shall each serve two-year terms, elected by Membership at Annual Meetings with two elected every year. Each year, the two nominees receiving the most votes will serve on the Nominating Committee. Nominations from the floor will be accepted, conforming to the general election procedure as described in Article IX -- Conduct of Elections.
- b.) If a Committee member is not able to serve or complete his/her work on the Committee, the President, with Board approval, will assign a replacement to complete the full term of that member.
- c.) If at any election of Nominating Committee members there are not enough nominees to fill the open positions on the Committee, the President, with the Board of Directors' approval, shall have the authority to seek and appoint a Member in Good Standing to the position(s).

PERSONNEL COMMITTEE – The purpose of this Committee will be to review WPOA staffing needs, terms and conditions of employment, employment contracts, and performance standards of the WPOA staff. It will advise the Board of Directors.

PONDS PRESERVATION COMMITTEE – The purpose of this Committee will be to review the condition and management (short-term and 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 Subcommittee on fishing and fish stocking.

PROPERTY MANAGEMENT COMMITTEE – The purpose of this Committee will be to review the WPOA property, buildings, roads, vehicles and equipment for proper maintenance, additions and capital projects, and will assist and advise the Finance

Committee regarding capital budget planning. It will advise the Board of Directors regarding any special needs and concerns that may require Board approval.

SECURITY AND SAFETY MANAGEMENT COMMITTEE – The purpose of this Committee will be to review the condition and management (short-term and 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 WPOA and will advise and assist the Board of Directors regarding recommendations, actions, and enforcement.

Understanding that home security is the responsibility of the homeowner, the Committee will field concerns from property owners about the condition of general security within the perimeter of Wildwood and communicate, advise, and assist the Board of Directors as appropriate.

2. Each standing Committee shall determine its schedule of meetings, provided that it shall meet not less than twice per year. The Board of Directors may direct more frequent meetings of a Committee. Any member of a Committee may participate in a meeting of the Committee by remote attendance.
3. Each standing Committee will report to the WPOA Membership at its Annual Meeting of the Members.
4. The Board of Directors may create other Committees on an ad hoc basis.
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 Bylaws, each Member or Partner-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 person shall serve as a liaison between the Board of Directors and the Committee.

ARTICLE IX - CONDUCT OF ELECTIONS

For the process of electing the Nominating Committee, please refer to Article VIII, Section 1

1. Nominations of WPOA Officers and District Representatives -- The Nominating Committee, as described in Article VIII, Section 1, shall begin its duties not less than 90 days before the next Annual Meeting. Any person seeking nomination for a position on the Board of Directors shall attest to their status as a Member or Partner-Member. The

Nominating Committee shall make every effort to identify at least one qualified Member or Partner-Member in Good Standing to recommend for each open position. A Nominating Committee member may not also be a nominee or family member of a nominee.

The Committee shall propose to the Board of Directors, as soon as practicable, persons who are qualified and willing to serve in positions up for election at the next Annual Meeting. At least one nominee shall be recommended for each open position. Upon approval of the Board of Directors, at least one nominee for each open position shall be presented to the Membership for election at the Annual Meeting. Nominations from the floor also will be accepted during the Annual Meeting, if the nominated persons have filed their intent to run, in writing, accompanied by signatures from at least seven WPOA Members in Good Standing, with the WPOA office no less than 10 days before the Annual Meeting.

2. Written Ballots, Tellers – All elections of Officers, District Representatives and Nominating Committee members will be conducted by written ballot. Ballots will be tabulated by three tellers appointed by the President from the floor, provided that no teller shall be up for election during that Meeting.

3. 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 Voting Member designates another Member, Partner-Member, or the WPOA office to serve as his/her representative, and the form is presented to the President at the meeting at which a vote is to be taken.

4. Majority Decision – The nominee receiving the majority of votes cast in person or by proxy for any office shall be elected to that office.

ARTICLE X - FINANCES; DUES AND ASSESSMENTS

1. Definitions:

- 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 only at corners. (See exception in #7 below.)
- Lot – one Parcel, or contiguous Parcels under one ownership, which is or can be occupied by a principal dwelling. (A Lot in Wildwood may be made up of more than one Parcel.)

2. Budget – The management of the WPOA shall be conducted in accordance with an Annual Budget approved by the Members at the Annual Meeting.

Notwithstanding the above, situations may arise in which essential operational line items may run over budget due to unforeseen circumstances, e.g., severe winter weather. Only under these circumstances may the Board have access to the contingency funds appropriate to the specific need to deal with the cost overrun.

The limits of this access to contingency funds are defined as follows:

The Board may authorize the expenditure of the appropriate contingency funds, limited to the amount in the contingency fund at the time, to rectify the immediate need.

The Board shall provide proper oversight of operating spending to ensure compliance with the approved operating budget. The Board shall periodically assess annual spending estimates for the overall operating budget and to the extent that the overall spending estimate is likely to exceed 5% of the approved budget, the Board shall notify membership and obtain approval for the overspend amount.

In an emergency situation, the Treasurer and one other Officer are authorized to expend any money urgently needed to reduce or eliminate the threat. An emergency is defined as one in which there is risk of property damage or that endangers the safety of persons or property or disrupts essential services to Members.

The Finance Committee will then convene to explore sources of monies needed to pay for the emergency spending and make recommendations to the Board for approval.

The Membership shall be immediately notified of the emergency and spending.

3. Dues and Assessments – The Board of Directors shall propose and the Members of the WPOA in Good Standing shall determine at each Annual Members Meeting, 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. The Dues and Assessments will include three specific categories:

- a) care and maintenance of the roads at Wildwood;
- b) care and maintenance of the Ponds; and
- c) all other activities and responsibilities of the WPOA.

With regard to categories (a) and (b), WPOA Non-Members, as defined above shall have the right to participate and vote upon decisions regarding care and maintenance and upon the costs, dues and assessments.

- (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.
- (b) Care and maintenance of the Ponds –Assessments for care and maintenance of the Ponds shall be charged on the basis of ownership of each Parcel within Wildwood, provided, however, that if any person owns more than one undeveloped non-adjoining

parcel in Wildwood, only one levy for care and maintenance of Cranberry Pond and Otter Pond shall be levied, except as stated in Section 9 below.

(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 only one charge shall be made for any property which is the basis for Membership eligibility under ARTICLE 1 Section 1, regardless of the number of persons who are Members or Partner-Members based upon the ownership of such property. Any member of an owner's family who takes ownership of a separate Lot under legally recognized ownership must pay Membership dues to enjoy Membership privileges.

4. 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, then (effective as of 2022) the levy of dues and assessments in categories (a), (b), and (c) attributable to ownership will not be charged any additional percentage of applicable dues and assessments for the contiguous Parcels. .

5. Special Assessments – Special assessments for any of the foregoing categories may from time to time occur. Special assessments will be assigned to the applicable category of care in a manner as voted upon by the voting Membership at a duly called meeting of the Membership of the WPOA and owners of property within the community.

6. 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 4(a), (b), and (c) above. 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 an additional Lot be a WPOA Non-Member Lot, thereby being responsible for assessments in categories (a) and (b), but not being eligible for any additional Member privileges including voting as above.

7. Second Parcels for septic tanks or wells – On occasion, the septic or well on a property fails and a Parcel across the street from the property may be owned by the same owner and used to put in a new septic or well. In such instances, the second Parcel is considered to be contiguous to the primary Parcel, as long as no other structure is built upon it. This designation is allowed only if such a failure has actually occurred.

8. 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.

9. Penalties and Interest – Dues and assessments which are not paid within thirty days following their due date are subject to: a monetary late charge as may be reasonably imposed by the WPOA; reasonable attorney's fees; fines; and interest on the unpaid amount.

The WPOA will send the delinquent party a Notice of Unpaid Dues and Assessment letter requesting payment in a form satisfactory to the then current Board of Directors.

If the unpaid amount is paid within 30 days of the WPOA Notice of Unpaid Dues and Assessment 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 WPOA Notice of Unpaid Dues and Assessment letter, the WPOA will send the delinquent party a Notice of Legal Action letter in a form satisfactory to the then current Board of Directors. This letter shall at least indicate that:

The unpaid dues together with the monetary late charge, attorneys' fees, fines and interest are (1) a valid, legally enforceable debt that is due to the WPOA and may, under Massachusetts law, entitle an enforceable lien by the WPOA on the Wildwood property of the Wildwood property owner, and (2) a personal debt obligation of the Wildwood property owner to the WPOA under the provisions of applicable Massachusetts General Laws.

If no response is received within 30 days of the date of the Notice of Legal Action 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.

The sale of Wildwood property to another party does not relieve the previous owner of his/her debt to the WPOA of any unpaid Dues and Assessments attributable to his/her property.

A property owner with unpaid dues and assessments shall be obligated to pay the WPOA all expenses, including attorneys' fees, fines, late charges and interest incurred by the WPOA in any proceedings brought to collect the unpaid common expenses, irrespective of the amount unpaid.

The WPOA shall have the right and duty to attempt to recover the unpaid dues and assessments, irrespective of the amount, together with late charges, interest thereon, fines and the expenses of the proceedings, including attorneys' fees in an action to recover the dues and assessments, or by foreclosure of any lien on owner's Wildwood property, or in any proceedings where the Wildwood property owner seeks to avoid payment which under Massachusetts law constitutes an unpaid debt and/or a lien on the Wildwood property.

In furtherance hereof, a defaulting Wildwood property owner hereby waives any argument upon the proceeding that the debt and/or lien was invalid, ineffective, or unenforceable, or that the expenses thereof, including attorneys' fees, are unreasonable and/or excessive when considered in light of the dues and assessments so unpaid. A Wildwood property owner shall, upon any action brought by the WPOA to collect unpaid dues and assessments, have

no right to make any claims or defense of offset upon any basis. To the extent that a Wildwood property owner is persistently delinquent in the timely payment of dues and assessments due, as the WPOA in its sole discretion may determine, the WPOA may require the Wildwood property owner to pay dues and assessments due in one lump sum, in advance, rather than in any periodic payments.

In order to facilitate the timely collection of unpaid dues and assessments and to accommodate hardship cases, the WPOA Board of Directors, in its sole discretion, has full authority at any time to negotiate the amount due, settle the debt and/or waive penalties and interest on the unpaid amounts as long as the authority is used by the Board of Directors in the best interest of the WPOA. In exercising this authority each Board member must abide by conflict-of-interest policies and ethics principles applicable to the Board.

Allocation of Default Payments - All amounts collected or received by Wildwood Property Owners Association, Inc. from delinquent owners shall be applied as follows:

FIRST: to outstanding out-of-pocket costs and expenses including reasonable attorney's fees in connection with enforcing the rights of the Association.

SECOND: to outstanding late charges.

THIRD: to outstanding delinquent Association dues and maintenance fees.

In carrying out the foregoing, amounts received shall be applied in the numerical order provided above until exhausted prior to application to the next succeeding category.

ARTICLE XI – SALE AND RETURN OF WPOA COMMON PROPERTY

1. Sale of WPOA common property

a. 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:

- An existing home has a failed 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.
- 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 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.
 - 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 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.
- b. In the event that the Board of Directors determines that a parcel of WPOA common property be sold for some other reason than those stated above, approval of the sale must come from the WPOA Membership at a regular meeting or special meeting called for the purpose, as described in Article VI.

2. Taking back Lots

- 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:
- 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 transfer.

- 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.

The land, once taken back, will be placed in WPOA common property. It will not be sold again except as outlined in Article XI, Section 1 above.

- 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 0.50% of the operating budget, per Parcel. In addition, the WPOA may allocate to its reserves a pool for funds for this purpose.

ARTICLE XII - AMENDMENT

These By-Laws may be amended, rescinded or repealed, by two-thirds vote of the voting Membership present or represented by proxy at a Meeting of the Members of the WPOA at which a quorum is present, provided that notice of any proposed amendment shall have been given to the Members at a previous Meeting of the Members.

ARTICLE XIII - RULES AND REGULATIONS AND POLICIES

From time to time, the WPOA Board of Directors, with the approval of the Membership, may enact and publish, at an Annual Members Meeting or Special 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 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. The WPOA Board of Directors, or the Committees with the approval of the Board of Directors, may adopt policies and procedures (collectively, "Policies") for the purpose of implementing the By-Laws and Rules and Regulations. The Rules and Regulations and Policies shall be made available to Members and 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, in certain cases, legal action.

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 and Policies will be immediately published, and then presented to the Members at the next Annual Members Meeting, for their affirmation by majority vote.

Members may, at any time, petition for changes to the Rules and Regulations and Policies established by the Board of Directors, by going to the Board directly, by going to a Committee, or by submitting a petition at the Annual Meeting of the Members.

ARTICLE XIV – NO PERSONAL LIABILITY

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.

ARTICLE XV - COMPLIANCE WITH LAWS

The WPOA shall at all times comply with all applicable Federal, State and Local rules, statutes, laws, and ordinances, including those regarding non-discrimination.

This revision of the By-Laws supersedes all previous revisions of the By-Laws, including any formally recorded in the Registry of Deeds or not. Those previous revisions are considered null and void.

ARTICLE XVI – VIOLATIONS

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 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.

The Board of Directors shall enforce the obligations of the Members and their tenants, guests and invitees, for violations of the By-Laws, Rules and Regulations and Policies, and any other governing documents of the WPOA (collectively “governing documents”) governing the conduct of the Members, residents, and persons for whom they are responsible, according to its By-Laws, Rules and Regulations, and Policies.

Violations for Dues in Arrears:

If the violation is for non-payment of dues, the matter will be addressed according to the provisions contained in Article X of these By-Laws and any related policies.