

**WILDWOOD PROPERTY OWNERS ASSOCIATION**  
**BY - LAWS**  
**Revised August, 2014**  
**Amended August, October 2017**

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. Provided however, if ownership of a parcel of property within Wildwood is held by a legal entity, such as a family trust, such 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.

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 such 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 such 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.

4. 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 such 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 days after payment was due will, upon written notice mailed to such 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. Such person and their family members may not make use of the guest passes of members in good standing.

5. Withdrawal from Membership – Any person holding Voluntary Membership in the WPOA may withdraw from such membership at any time by providing written notice to the WPOA. Such 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 such person was a member, including but not limited to the year of withdrawal, or entitle such 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. Such 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 such real property that was the basis for membership eligibility under Section 1. Such loss of membership shall not relieve a person of any financial or other obligations to the WPOA for any year in which such a person was a member, or non-member, or owner of property, including but not limited to the year of sale or transfer, or entitle such person to any refund of payments previously made to the WPOA, provided, however, that a person to whom such real property is sold or transferred may assume any such 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 to use the Ponds in common with all other members in good standing and in accordance with all Rules and Regulations and Policy that the WPOA has duly enacted regarding such use, for swimming, boating and fishing. Such 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, camp ground, picnic area, tennis courts, and club house (hereinafter known as WPOA amenities).

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 such member, subject to the Rules and Regulations and Policies of the WPOA governing such 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 the 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 such examination, which request describes 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. Provided, however, that 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 such two members, and such 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.

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 such offices and committees may be established and filled pursuant to these bylaws.

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 such 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 the record Owner (collectively referred to as “Lease” or “Leased”) for a period of thirty (30) days or more, said member shall comply with 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) in addition, the occupant and Owner 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, Policies, and any other governing documents of WPOA; and (v) the member must provide copies of said Rules and Regulations, Policies, and any other governing documents to the occupant prior to the occupancy thereunder.

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, Policies, and any other governing documents of WPOA. The member must instruct the occupant to adhere to said Rules and Regulations, Policies, and any other governing documents of WPOA.

In the event of any violation of the By-Laws, Rules and Regulations, Policies, including, but not limited to, the failure to comply with the provisions contained in this Section 7, and any other governing documents of WPOA by an occupant for any period of time, 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 of and/or from such occupants and/or the Owner of the home in which the occupant is staying.

### **ARTICLE III - 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 (hereinafter called WPOA Non-Members). Such 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 as the WPOA has duly enacted regarding such 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 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.

2. WPOA Non-Members in good standing have the right to vote in the same manner and to the same extent as members of the WPOA 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 Members of the WPOA for the same rights of access and use.

#### **ARTICLE IV - 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 bylaws, 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 governing conduct of all persons upon the properties of the WPOA, and will provide notices of such Rules and Regulations to the members of the WPOA. Each member is obligated to comply with such Rules and Regulations. Failure to do so may result in a loss of member rights.

3. 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 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 as regard to the Ponds.

#### **ARTICLE V - 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, which 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 Board of Directors and 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 such 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 such petition at the offices of the WPOA, or at an appropriate location as stated in #1 above.

3. Notice of Meeting – Each member of the WPOA shall be notified by 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) weeks prior to the date of such meeting.
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 Board of Directors shall elect one of their members to serve as presiding officer.
6. Rules of Order – Meetings of the WPOA shall be conducted according to Roberts Rules of Order.

## **ARTICLE VI - 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 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 such 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 such 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 such election

Such District Representatives shall reside in the District they represent. If there is no such nominee, the Nominating Committee may nominate a Member-at-Large to represent such District(s). Such 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 expired term shall be filled by election of the membership voting at such Annual Meeting.

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 such committees as will assist the members, officers and district representative and nominate persons to chair and serve on such committees. He or she shall

exercise all of the usual functions pertaining to the Office of President ~~not inconsistent~~ with the provisions of these Bylaws 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 such Officer.

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 ~~not inconsistent~~ with the Provisions of these By-laws with the directions of the Board of Directors

The Treasurer shall oversee the collection and receipt 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 see 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. 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.

3. 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.

#### 4. 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 such removal, the unexpired term shall be filled by the Board of Directors in the manner set forth above in Article VI, 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 such member must be removed from office, the Board may take such action on a temporary basis only, and then operate as in Article VI, Section 1 above.

#### 5. Annual Meeting of the Board of Directors

The annual meeting of the Board of Directors shall be held within four weeks following the Annual Meeting of the Members.

#### 6. Other Scheduled Meetings of Board of Directors

The Board of Directors shall meet regularly, no fewer than six times per year, as they shall determine and schedule at their annual meeting.

7. Quorum of the Board of Directors

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

8. Duties of The Board of Directors

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 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

9. **Remote Attendance at Scheduled Meetings**

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 present in person. This section is added to be an exception and not the rule.

**ARTICLE VII – COMMITTEES**

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

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 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 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 such 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 such 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 appoint a member in good standing to such 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 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 subcommittee on fishing and fish stocking.

SECURITY 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 of the WPOA assets including but not limited to roads, ponds, forests, buildings and recreational facilities, in addition to the Rules and Regulations 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 home owner, 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 such committee by remote attendance.

3. Each 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 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 such 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 report to the Board of Directors at its regularly scheduled meeting, and at other times as appropriate.

## **ARTICLE VIII - 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 VII, Section 1, shall begin its duties not less than 90 days before the next Annual Meeting. 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 such 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 – Members of the WPOA in good standing may vote by proxy by completing a proxy form provided by the WPOA in which such Member's representative is designated, and such 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 IX - 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 at corners. (See exception in #10 below.)
- Lot – one parcel, or contiguous parcels under one ownership, which is or can be occupied by a principle 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 Members Meeting, and expenditure of funds except as provided in the Annual Budget will not be permitted other than by approval of the members of the WPOA at a special meeting called for such purpose.

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. Such 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), Non-Members of Wildwood, as defined above shall have the right to participate and vote upon decisions regarding care and maintenance and upon the costs, dues and assessments.

4. (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.

5. (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-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..

6. (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 will be made upon such owners (and other members of the immediate family who may have membership through such ownership). Except that an owner’s immediate family which takes ownership of a separate lot under separate legally recognized ownership must pay separate membership dues to enjoy membership privileges.

7. 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 whatsoever, the levy of dues and assessments in categories (a), (b), and (c) attributable to ownership of each additional parcel greater than one will be charged an additional percentage of applicable dues and assessments as follows for each additional contiguous parcel:

2019 – an additional fee equal to 15%

2020 – an additional fee equal to 10%

2021 – an additional fee equal to 5%.

Thereafter, the contiguous parcels will not be subject to additional dues and assessments.

8. 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.

9. Multiple improved lots – Should any owner of an improved lot within Wildwood own multiple improved lots, then each lot with a dwelling thereon will be subject to dues and fees as in categories a, b, c and d. Such 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. Such owner may elect to have this be a

non-member lot, therefore responsible for assessments in categories a, b, and d, and not eligible for any additional member privileges including voting as above.

10. Second lots for septic tanks or wells – On occasion, the septic or well on a property fails. In such instance, a parcel across the street from the property may be owned and used to put in a new septic or well. IN such 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.

11. 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.

12. 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 letter then the WPOA may in 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 then 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 which letter shall at least indicate that:

The unpaid dues together with the monetary late charge, attorneys’ fees, fines and interest are a valid legal enforceable debt due to the WPOA and may, under Massachusetts law, entitle the WPOA to an enforceable lien by the WPOA on the Wildwood property of the Wildwood property owner assessed and also is a personal debt obligation of such 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 this second letter then 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 such unpaid common expenses, irrespective of the amount so unpaid.

The WPOA shall have the right and duty to attempt to recover such unpaid dues and assessments, irrespective of the amount so unpaid, 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 of the dues and expenses, all such of which may, under Massachusetts law, constitute an unpaid debt and/or a lien on the Wildwood property.

In furtherance hereof, a defaulting Wildwood property owner hereby waives any argument upon such a 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 such 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 such unpaid amounts as long as such 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 principals 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 X – 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, such 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 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 deep restriction that such 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 such sale must come from the WPOA membership at a regular meeting or special meeting called for such purpose, as described in Article V.

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.

Such land, once taken back, will be placed in WPOA common property. It will not be sold again except as outlined in Section 2 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 .50% of the operating budget, per parcel. In addition, the WPOA may allocate to its reserves a pool for funds for this purpose.

**ARTICLE XI - 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 XII - RULES AND REGULATIONS AND POLICIES**

The Board of Directors and members of the WPOA in good standing 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 in Wildwood, and governing the activity and conduct on such properties among themselves. Such Rules and Regulations and Policy shall be enforced by the Board of Directors, advised by the Security Committee, through appropriate action, which may include fines levied against Members of the WPOA, loss of rights, and legal action.

In an emergency situation, the Board of Directors may, at their sole discretion, enact Rules and Regulations to solve the crisis. Such newly enacted Rules and Regulations 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 Policy, 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 XIII - 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-law 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.