

BY-LAWS OF WALNUT GROVE HOMES ASSOCIATION, INCORPORATED.

(as revised: December 1979, December 2005, January 2012 and August 2020)

ARTICLE I NAME, ADDRESS AND PURPOSE OF THE CORPORATION

1.1 **Name.** The name of the corporation shall be Walnut Grove Homes Association, Inc. (hereinafter "Association").

1.2 **Address.** The address of the corporation is:

P.O. Box 620251

Middleton, WI 53562

1.3 **Purpose of Corporation.** The corporation is incorporated as a non-stock corporation, pursuant to Wis. Stat. ch. 181, to do all corporate acts permissible under Chapter 181, including, without limitation by express mention, the following:

- (a) Maintaining the Common Property (greenways, cul-de-sac islands and all other real property in the Plats of Walnut Grove not encompassed by a private lot) of the Association to preserve the safety, aesthetics and recreational benefits thereof;
- (b) Enforcing the rights, restrictions and obligations in the recorded Covenants (as amended) for the Plats, in order to preserve the beauty, tranquility and property values of lots and residences therein;
- (c) Advocating and liaising with City of Madison and other entities and officials as to issues important to the members of the Association;
- (d) Maintaining and facilitating effective, open and cordial communications by and among the members of the Association, and its Officers and Directors; and,
- (e) Levying and collecting and expending Annual Assessments and Special Assessments in accordance with the Covenants (as Amended) for the Plats.

ARTICLE II DEFINITIONS OF CAPITALIZED TERMS HEREIN

2.1 **Capitalized Terms.** All terms capitalized herein shall be interpreted in accordance with the usual and ordinary understanding of the terms, in the context of the Association's organization, functions and purposes, or as set forth herein parenthetically.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

3.1 **Members of Association.** Every Owner of a single family or duplex Lot (whether used for a duplex or condominium unit) in the Walnut Grove subdivision or in the Foxboro, Oxwood, Harwood, Farmington, Park, South Park or Westfield Additions to Walnut Grove, in the City of Madison, Dane County, Wisconsin, shall be a member of the Association (hereafter "Member").

3.2 **Voting by Lots.** Voting as to any matter being considered or acted upon by the Association, including the election of Directors, shall be by Lots. Owners of Lots shall be entitled to one vote for each Lot owned, and where there is more than one Owner of a Lot, the Owners of the Lot are entitled to only one vote. If the joint or common Owners of the Lot cannot agree on the vote to be cast for their Lot, they shall not be entitled to cast a vote.

3.3 **Presumption of Authority of Joint Owner to Vote.** If a joint or common Owner of a Lot is present to cast a vote in person, or submits a valid Proxy, he or she is presumed to be authorized by all co-Owners to cast the Lot's vote in the absence of prior written notice to the Secretary of the Association to the contrary.

3.4 **No Voting Rights of Secured Interests in Lots.** Except pursuant to a valid Proxy, those people or entities only owning a security interest in a Lot shall have no right to vote.

3.5 **Land Contract Vendees' Voting Rights.** A land contract vendee of a Lot, provided the land contract is in good standing, shall be a Member and have the voting rights of the Lot, rather than the vendor of the land contract. The land contract vendee is subject to all the foregoing rules and presumptions set forth in §§ 3.2-3.4 as if the vendee were the outright Owner.

3.6 **Condominium Owners' Voting Rights.** For the purposes of voting rights, the owners of each condominium unit shall be subject to §§ 3.1-3.5 as though the unit were a single-family Lot.

3.7 **Lessees' Voting Rights.** A lessee of a Lot, while not a Member, may vote the interest of a leased Lot provided the lessee presents a valid Proxy executed by one or more of the Lot's Owners. If a lessee seeks to vote under a Proxy in an election, the lessee is subject to all the foregoing rules and presumptions set forth in §§ 3.2-3.4 as if the lessee was considered an Owner for voting purposes.

ARTICLE IV DIRECTORS

4.1 **Composition of Board of Directors.** The affairs of the Association shall be managed by the Directors of the Association (collectively hereafter, "Board") who shall be nine in number, which number may, for good cause shown, be modified by a majority vote of the Directors at any regular or special meeting called for that purpose. All Directors of the Association shall be Members of the Association except that a single officer of a corporation owning title to a given

Lot in one of the eight plats of Walnut Grove shall also be eligible to be a Director of the Association.

4.2 Powers and Protections of Directors. Except as otherwise expressly modified herein, the Directors shall have all the powers, responsibilities and protections set forth for Directors of non-stock corporations in Wis. Stat. ch. 181.

4.3 Duties of the Directors acting as the Board. The Board shall undertake, in addition to other responsibilities, the following duties:

- (a) Take the corporate actions set forth in §1.3 above.
- (b) Present and advance a proposed Annual Budget to the Owners prior to the Annual Meeting.
- (c) Establish rules and regulations with respect to use of the property owned by the Association including hours of the day that the property may be used, numbers of people using the property, and any other matters. Such rule-making authority extends to use of the Common Property.
- (d) Make decisions with respect to maintenance and improvements of the Common Property and the hiring and firing of any employees, contractors or agents.

4.4 Terms of Directors. The Directors shall serve for staggered two-year terms such that five Directors are elected in each even-numbered year and four Directors are elected in each odd-numbered year, e.g., four Directors shall be elected in 2021, and five Directors shall be elected in 2022. However, nothing herein shall preclude a Board member from standing for re-election at the conclusion of the Director's two-year term. If the Board is increased beyond nine members, as set forth in § 4.1, above, any new Board member added shall have a term expiring at the commencement of the following Annual Meeting. As used herein, "two-year terms" shall not be measured by calendar year, but by the periods measured by the Annual Meetings of the Association. If the timing of the Annual Meeting of the Association is modified from time-to-time, a Director's two-year term ends upon the occurrence of the second Annual Meeting following the Director's election.

4.5 Resignation of Directors. A Director may resign at any time by submitting a written letter of resignation to the President or Vice-President of the Association. In such event, the board shall elect a replacement Director at its next regularly scheduled meeting, or at a special meeting of the Board called for that purpose. The term of any such successor Director shall be until the next Annual Meeting.

4.6 Removal of Directors. A Director who fails to diligently perform his or her duties as a Director may be removed by the Board with a majority vote of the Directors (exclusive of the Director being considered for removal).

4.7 **Vacancies on Board.** A vacancy on the Board due to death, removal, disqualification (e.g., no longer being an Owner) or otherwise may be filled by the Board with the successor Director serving until the next Annual Meeting.

4.8 **Committees.** The Board may designate one or more committees, each committee to consist of at least one Director and as many other members of the Association as the Board provides.

4.9 **Election of Directors.** The procedure for the election of Directors at the Annual Meeting of the Association, see §7.1, below, shall be as follows:

- (a) No less than forty-five calendar days prior to the Annual Meeting, the then-current Directors will issue a Request for Members to Stand for Election (“Request”) as new or re-elected Directors to the Board. This Request shall be an initial Notice of the date of the next Annual Meeting and the number of Directors whose terms are expiring at the Annual meeting. This Request shall be distributed to the Members in a manner or manners reasonably calculated to inform the Members of the forthcoming election. The Request will state that a Member desiring to stand for election as a Director should notify the Board of the person’s desire. The notification to the Board shall be in writing (including but not limited to e-mail) and delivered to the President of the Association within fifteen calendar days of the date of the Request. A notification of desire to stand for re-election may be made by any existing Director seeking re-election to the Board. As an alternative to written notification, any existing Director seeking re-election may express their desire to stand for election in the board meeting immediately preceding the Annual Meeting, with their intent being reflected in the meeting minutes.
- (b) In the official Notice of the Annual Meeting, under § 8.2 below, the then-current Board shall include the names, addresses and contact information of all persons who notified it of their desire to seek election or re-election to the Board. At the discretion of the Board, additional materials regarding the qualifications or platform of each of the persons standing for election to the Board may be included in the material distributed to the Members along with the Notice of the Annual Meeting. The amount of information so distributed shall be left to the sole discretion of the majority of the Board. However, all persons interested in standing for election to the Board who timely notified the Board under § 4.9(a), above, shall be treated equitably with regard to the distribution of such materials.
- (c) At the Annual Meeting of the Members, nominations for election or re-election to the Board shall also be taken from the floor. Any person so nominated who has not previously notified the Board in writing of a desire to serve on the Board must either be present at the Annual Meeting or, prior to the Annual Meeting, notify the Board in writing of their willingness to serve, and arrange for their nomination and second to nomination to occur at the Annual Meeting. Those persons standing for election or re-election who were listed in the Notice of the Annual Meeting shall not require nomination from the floor at the Annual Meeting.

- (d) All nominees for the Board, whether pre-announced in the Notice of the Annual Meeting, or nominated from the floor at the Annual Meeting, shall be afforded an opportunity, should they desire, to introduce themselves, explain why they are standing for election to the Board, and present any unique experience they might have for service on the Board. The presiding officer of the meeting may place a reasonable time limit on these presentations.

ARTICLE V OFFICERS

5.1 **Officers and Powers.** The Officers of the Association shall consist of a President, one or more Vice-presidents, a Secretary, a Treasurer, and such other Officers and assistant Officers as the Board may deem appropriate. All Officers of the Association shall be Directors. Except as otherwise expressly modified herein, the Officers shall have all the powers, responsibilities and protections set forth for Officers of non-stock corporations in Wis. Stat. ch. 181.

5.2 **Election of Officers.** At the first meeting of the Board following the Annual Meeting of the Association, the Directors shall select, from among the Directors, the President, Vice-president, Secretary, and Treasurer. In addition, the Directors shall select a person or persons from among them to serve as Chair of the Architectural Control Committee (“ACC”) and Chair of the Greenway Committee. All Officers shall be elected or appointed annually by the Board from among the members of the Board and shall serve until the first meeting of the Board following the next Annual Meeting. Officers will continue to serve in their respective positions until new Officers are elected or appointed even if they are not re-elected to the Board at the ensuing Annual Meeting. Any two or more offices may be held by the same person, except the offices of President and Secretary and the offices of President and Vice-president.

5.3 **Removal of Officer and Agents.** The Board may remove any Officer or agent elected, appointed or engaged by the Board, whenever in its sole judgment removal serves the best interests of the Association. Such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election, appointment or engagement of an Officer or agent shall not of itself create contract rights.

5.4 **Vacancy of Officers.** A vacancy in any office due to death, resignation, removal, disqualification or otherwise shall be filled by the Board for the unexpired portion of the term.

5.5 **Duties of the President and Other Officers.** The President shall be the principal executive Officer of the corporation and, subject to the control of the Board, shall in general supervise and control all business and affairs of the corporation. All Officers shall perform their respective duties and functions in a manner consistent with the past operations of their office and in accordance with the Association’s Handbook for Officers and Directors, which shall be adopted and amended from time to time by the Board. Additionally, the Board may authorize an officer to perform duties not included in the Handbook.

ARTICLE VI MEETINGS OF BOARD OF DIRECTORS

6.1 **Regular Meetings of the Board.** Unless otherwise decided by a majority vote of the Directors, the Board shall meet at least once each month. Notice of any regular monthly meeting, including the date, time and place, shall be given orally or in writing to each Director by the President (or in the absence of the President, the Vice President) at least seven days prior to such meeting.

6.2 **Special Meetings of the Board.** Special Meetings of the Board to consider Association matters of urgent concern may be called at any time by the Board. Notice of any non-emergency special meeting, including the date, time and place, shall be given orally or in writing to each Director by the President (or in the absence of the President, the Vice President) at least seven days prior to such meeting. Notice of a special meeting of the Board may be called on eight hour's notice to the Directors if it is deemed to be an "emergency meeting" as determined in the discretion of at least two of the Association's Officers, who shall be responsible for giving the Notice, orally or in writing, including the date, time and place.

6.3 **Waiver of Meeting Notice.** The attendance of a Director at a meeting under §§ 6.1 & 6.2 shall constitute a waiver of Notice of such meeting, except where a Director attends a meeting and promptly objects to the transaction of any business because the Director contends the meeting was not properly noticed.

6.4 **Quorum and Voting at Board Meetings.** Business may be transacted at any meeting of the Board provided a majority of the Directors are present in person, by Proxy, or via some method of Virtual Participation in accordance with § 6.5 below. No resolution may be passed or adopted unless it receives the affirmative vote of a majority of the Directors (not merely a majority of the Directors present at the meeting). If a Director cannot attend a Board meeting, the absent Director may give a Proxy to another Director who may vote for the absent Director. The Proxy may be general in nature or may be specifically limited to certain matters. A Proxy shall only be valid for the one meeting described in the Proxy. A Proxy for a Board meeting may be in any reasonable written form, including an email from the grantor to the grantee of the Proxy, provided it is presented to the Board at the Board meeting.

6.5 **Virtual Participation.** Meetings of the Board may be held by such methods as Zoom, or other suitable teleconferencing that permits, at a minimum, audio participation. The provisions and guidelines for teleconferencing in Article XVI, below, apply to such participation.

6.6 **Presiding Officer at Board Meetings.** When present, the President of the Association shall be the presiding Officer at meetings of the Board. When the President is unavailable, the Vice-president shall preside. In the absence of both Officers, the Directors present for the meeting may vote to appoint any Director present to preside over the meeting.

6.7 **Executive (Closed) Sessions at Board Meetings.** By majority vote of the Directors present in person for a meeting of the Board, the meeting may go into executive session to discuss matters having to do with: (a) negotiation or execution of contracts of the Association;

(b) present or prospective litigation commenced by or involving the Association; (c) potential or actual violations of the plat covenants enforced by the Association; (d) privileged legal advice being provided to the Association, within or outside of the meeting; and (e) all other issues that the Directors reasonably deem to be of a sensitive nature in terms of the Association's corporate affairs. The minutes of the Board meeting where the Board goes into executive session shall reflect the motion and vote to go into executive session, with the motion setting forth the general basis under (a) – (e) of this section 6.7, and the return of the Board from executive session. If any minutes are kept of an executive session, they shall be kept separate from the minutes of the open session of the meeting, and those minutes, as well as the business conducted in the executive session, shall be treated as confidential and privileged by the Directors.

6.8 **Adjournment of Board Meetings.** By majority vote of the Directors present for any Board meeting, regular or special, the meeting may be adjourned and recommenced at a later date, time and place called by the presiding officer of the adjourned meeting.

ARTICLE VII MEETINGS OF THE MEMBERS OF THE ASSOCIATION

7.1 **Annual Meeting of Members.** The Annual Meeting of the Members shall be held in Dane County during the first quarter of each year at a date and time to be set by the Board. Among other agenda items, the Annual Meeting shall include an election of Directors whose terms are concluding with the meeting, approval of an Annual Budget, and approval of the Annual Assessment against the Lots in furtherance of the approved Annual Budget.

7.2 **Special Meetings of Members.** Special Meetings of the Members to consider Association matters of urgent concern may be called at any time by the Board and shall also be held in Dane County.

7.3 **Quorum of members.** Members holding a total of thirty votes entitled to be cast, whether in person or by Proxy, shall constitute a quorum at the Annual Meeting of the Members, or any Special Meeting of the Members.

7.4 **Majority Voting.** A majority of the votes entitled to be cast by the Members present in person or represented by Proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the Members. In the event a tie vote occurs on any matter, the presiding officer may break the tie, even if in doing so the presiding officer exercises the equivalent of two votes on the matter.

7.5 **Voting by Proxy; Expiration of Proxy's Effectiveness.** A Member may vote by Proxy executed by the Member or his duly authorized attorney-in-fact or guardian. No Proxy shall be valid after eleven months from the date of its execution unless otherwise specifically provided in the Proxy.

7.6 **Virtual Participation.** Meetings of the Members may, at the discretion of the Board, be held by such methods as Zoom, or other suitable teleconferencing that permits, at a minimum,

audio participation. The provisions and guidelines for teleconferencing in Article XVI, below, apply to such participation.

7.7 Presiding Officer at Meetings of the Members. When present, the President of the Association shall be the presiding officer at meetings of the Members. When the President is unavailable, the Vice-president shall preside. In the absence of both Officers, the Directors present for the meeting may vote to appoint any Director present to preside over the meeting.

7.8 Executive (Closed) Sessions at Meetings of the Members. By majority vote of the Members present in person for a meeting, the meeting may go into executive session to discuss matters having to do with: (a) negotiation or execution of contracts of the Association; (b) present or prospective litigation commenced by or involving the Association; (c) potential or actual violations of the plat covenants enforced by the Association; (d) privileged legal advice being provided to the Association, within or outside of the meeting; and (e) all other issues that the Members reasonably deem to be of a sensitive nature in terms of the Association's corporate affairs. The minutes of the meeting where the Members go into executive session shall reflect the motion and vote to go into executive session, with the motion setting forth the general basis under (a) – (e) of this section 6.7, and the return of the Members from executive session. If any minutes are kept of an executive session, they shall be kept separate from the minutes of the open session of the meeting, and those minutes, as well as the business conducted in the executive session, shall be treated as confidential and privileged by the Members.

7.9 Adjournment of Meetings of Members. By majority vote of the Members present for any meeting of the Members, regular or special, the meeting may be adjourned and recommenced at a later date, time and place called by the presiding officer of the adjourned meeting.

ARTICLE VIII NOTICE

8.1 Notice to Members. Notices of general matters of concern to Members and Notices of Meetings shall delivered to Members in a manner likely to ensure delivery and via digital posting, including posting on the Association's website. The forms of Notice currently in use are electronic mail (e-mail), U.S. Mail, social media and the Association's website. Because e-mail notice saves the Association considerable expense, all Members are strongly encouraged to request Association notices be delivered to them by e-mail. Multiple e-mails can be sent to the joint Owners of an individual Lot. Requesting the use of e-mail delivery of Notices can be made by e-mailing: President@walnutgrovemadison.org.

8.2 Notice of Annual Meeting. Notice of the Annual Meeting shall state the place, day and hour of the meeting, and as stated below, include the Board's proposed Annual budget for the ensuing year and any specific agenda items known to the Board before the Notice is delivered. The Notice of the Annual Meeting shall be given to Members no less than ten days and no more than thirty days before the date of the Annual Meeting.

8.3 **Notice of Special Meeting.** In the case of a Special Meeting the Notice shall state the specific purpose or purposes for which the meeting is being called, and shall be given no less than five days and no more than thirty days before the date of the Special Meeting.

8.4 **Mailed Notice Effective upon Posting.** If notice is mailed, it is deemed delivered when deposited in the United States mail addressed to a Member at the Member's last known address as appears on the records of the corporation with postage thereon prepaid.

8.5 **Notice to One Lot Owner is Notice to all Co-Owners.** Notice to any Owner living in a residence on a Lot constitutes notice to all persons residing therein.

8.6 **Notice of Teleconference Meetings.** Meetings may be noticed by the Board as: (a) solely to be conducted as in person meetings, (b) solely with all participation by means of teleconferencing services, or (c) both in-person and by means of teleconferencing. If teleconferencing is to be used, the Notice shall provide clear instructions to the Members on the means and time to access the meeting over the internet. The provisions of Article XVI apply to all meetings involving teleconferencing. If a meeting Notice makes no mention of teleconferencing, it shall be conducted only as an in-person meeting, at which Member must either participate in person or by valid Proxy.

ARTICLE IX CORPORATE RECORDS

9.1 **Record of Members.** For the purpose of giving notice to the Members, the Owner of a Lot as of January 1 of the year of the meeting shall be considered to be the Member unless the Association has received written notice of a change of ownership at least fifteen days prior to the date of sending out the Notice of Annual or Special meetings. Such record of membership shall be continued in the case of any adjournment of an initial meeting.

9.2 **Maintenance of Corporate Records by Custodians.** The President, Treasurer, Secretary, Chair of the ACC and Chair of the Greenway Committee shall maintain complete and easily understandable records on all matters and events under their purview in order to inform their successors and Members. These records shall include, at a minimum, those set out in the Association's Handbook for Officers and Directors. The records shall be maintained in such a fashion that they are not subject to being inadvertently lost, destroyed or erased. If any records of the Association are maintained digitally, it shall be the responsibility of the custodian to maintain backups of the records on separate servers, drives or discs to avoid their being lost by a failure of a drive or disc. The storage of digital records on a cloud server is the preferred means of protecting the Association's records, and all such cloud storage shall be password protected at all times.

ARTICLE X CHARGES AND SPECIAL ASSESSMENTS

10.1 **Annual Assessment of Lots.** Each Owner shall, subject to any limitations in the Covenants applicable to the Owner's Lot, be assessed an annual assessment per Lot as

determined by a vote of the Members at the Annual Meeting of the Association. This assessment shall be for the anticipated costs of:

- (a) effective, consistent and aesthetic year-round maintenance of the Common Property;
- (b) administrative, legal, bookkeeping and banking expenses of the Association;
- (c) utility charges and taxes;
- (d) expenses of meetings and social events;
- (e) newsletters;
- (f) the Association's Directory of Owners;
- (g) maintenance of the Association's website;
- (h) property and liability insurance;
- (i) other reasonable periodic expenses of the Association, including the costs incurred in communication between the Association and its members.

10.2 Reserves. The annual assessment approved by the Members at the Annual Meeting may also include an amount reasonably necessary and prudent to serve as a reserve to address the costs of unforeseen expenses associated with the Common Property, including tree removal or trimming for reasons of safety, preservation or infestation, and as a reserve fund to replace wasting assets, including, but not limited to trees and shrubs, lights, and pathways.

10.3 Payment of Assessments. The Owners of record of Lots as of January 1 of any year shall be liable to pay the assessment for that ensuing year. The annual assessment to each Owner shall be paid on or before the date set by the Board ("Due Date"). Any annual assessment not paid within fifteen days of the Due Date shall incur a late fee of ten (\$10.00) dollars, and bear annual interest from the Due Date at a rate of ten (10%) percent per annum until paid. The annual assessment, together with any future accruals of interest, costs of collection, and reasonable actual attorney's fees incurred in collection, shall constitute a lien on the Lot as of the date of the assessment. In the event the assessment is not paid in a timely manner, together with the late fee and the delinquent interest, the Board shall take such collection action as they deem appropriate, including the filing of property liens or securing a judgment in Dane County Circuit Court. All costs of any lien-filing or court action, including all reasonable actual legal fees incurred by the Association and the costs of drafting and recording the satisfaction of a lien or a court judgment shall be charged to the delinquent Owner.

10.4 General Special Assessments. The Association, acting by majority vote of its Members present in person or by Proxy at either an Annual or Special Meeting, may whenever necessary

or appropriate levy general Special Assessments against the Lots for annual budgetary shortfalls arising from unanticipated destruction of or City orders as to Association property, including Common Property, or as necessary for the Association to defray the cost of defending or prosecuting unanticipated legal action.

10.5 Special Assessments Related to Enforcement of Covenants. A Special Assessment may be levied by the Board against a specific Lot to reimburse the Association for the costs of enforcing the covenants applicable to the Lot by a lawsuit. Prior to the Association, acting by its Board, assessing an individual Lot owner for the cost of enforcing the covenants, written notice shall be provided to the Owner of the violation, and the Owner shall be given fifteen days to respond in writing to the notice, or cure the violation. In the event that the written response is deemed inadequate to excuse the violation, or the violation is not otherwise cured, the Association may enforce the covenants against the Owner by legal action.

10.6 Unexpended Special Assessments. Unexpended funds may be held and used by the Association to meet its future costs and needs. Such unexpended funds shall be taken into account by the Board in recommending the Annual Budget for the ensuing year.

10.7 Association Right of Access. The Association, acting through its Officers and agents, including third-party contractors, for the purposes of inspecting and ascertaining an Owner's compliance with the Covenants, is hereby granted an easement of reasonable ingress and egress onto an Owner's Lot, subject to the following limitations: (a) the Association must have a reasonable basis to believe an Owner is not in compliance with the Covenants; (b) the Association shall provide the Owner written notice prior to any inspection; (c) the inspection must occur during normal working hours; (d) the person or persons performing the inspection must reasonably announce their presence upon arrival; and, the access is limited to the exterior portions of the property only. This section does not authorize the Association to make any changes to the property. Any effort by an Owner to interfere with this easement may lead to the Association bringing a legal action to resolve the dispute and violation of the covenants

ARTICLE XI ARCHITECTURAL CONTROL COMMITTEE ("ACC")

11.1 Membership on the ACC. The ACC shall be comprised of no less than three and no more than six Owners. Members of the ACC shall be appointed by the Board and serve at its pleasure until resignation or replacement by the Board. In the event that Owner-volunteers cannot be found to serve on the ACC, the President of the Association shall appoint Directors sufficient to fill out the requisite minimum membership of the Committee. Standing for election as a Director on the Board indicates the willingness of the person elected to serve on the Committee if appointed by the President.

11.2 Chair of the ACC. The Board shall name one member to serve as its chair (hereafter, "Chair") for its meetings and operations, and to serve as the primary member for communications with the Board and Owners in Walnut Grove desiring to communicate with the ACC. At any time, the Chair can designate any member of the ACC to serve, at the Chair's

pleasure, as Vice-chair (hereafter, "Vice-chair"). None of the ACC members shall be entitled to any compensation for their service on the committee.

11.3 Rules and Procedures for the ACC. In accordance with the Covenants and the By-laws, the ACC shall, from time to time, submit proposed rules and procedures for its operations to the Board which shall review, modify and promulgate them. Any such current rules and procedures of the ACC promulgated by the Board shall be available to all Owners upon request, and be available on the Association's website. These rules and procedures shall, at a minimum, include the following:

- (a) The applicant must fill out the Architectural Review Application (hereafter, "Application"), which form is available from the Association or available from the Chair of the ACC
- (b) The Application must be accompanied by the following, unless the Chair, in his or her sole discretion, deems in writing that they will not be required:
 - i. Site plan adequate to establish the location of the building, building addition, deck, porch, or structure shown in relation to any existing house on the Lot;
 - ii. Architectural drawings and specifications;
 - iii. Elevations of the building or addition including, at the discretion of the Chair, those of any adjacent existing house.
 - iv. Floor plan(s) of proposed addition/deck
 - v. Dimensions shown on all drawings
 - vi. All major materials proposed for the building, building addition, deck, porch, or structure.
- (c) The Architectural Review Application and accompanying documents must be submitted to the Chair in the format set forth by the ACC in its published rules.
- (d) Within seven (7) days following the date of submission of an Application by an applicant the Chair, or Vice-chair in the Chair's absence or recusal, shall, in their exercise of reasonable discretion, notify the applicant whether or not the submission of the Application is considered complete enough for the ACC to take action to approve or disapprove it. If the Application is deemed incomplete, the notification shall be delivered pursuant to the published rules of the ACC. If no such notice is timely made, then the Application shall be acted upon based on the materials contained in and with it. Any notice that the Application is incomplete shall contain details that are reasonably sufficient to inform the Applicant of the deficiencies which need to be cured by the applicant. The ACC shall not take action thereafter on an Application deemed

incomplete until all such deficiencies are cured or the ACC waives them in writing.

- (e) Upon submission of an Application deemed complete in accordance with §§ 11.3 (a)-(d), above, the ACC shall, within fifteen (15) days, from the date the Application is deemed complete hereunder, notify the applicant as to whether the Application is approved or not. If the ACC does not notify the Applicant within the fifteen (15) day period, the Application shall be deemed approved. Any approval shall only be binding on the ACC and Association as to work and materials strictly conforming to the information supplied in the Application. Any changes in work or material must thereafter be approved in writing by the ACC.
- (f) The ACC's denial of an Application may be appealed to the Board. Any such appeal must be commenced within five (5) working days of the delivery to the applicant of the ACC's determination that the Application was denied. The procedures for filing the appeal, conducting the appeal, and concluding the appeal will be in accordance with rules for the appeal set forth in the ACC's rules promulgated and published by the Board. If the appeal results in a tie vote of the Board, the appeal will be deemed denied. No appeal of a denial or approval of an application may be brought by any person or persons other than the applicant(s) involved in the Application matter as to which the appeal was brought.

11.4 Limited Effect of Approval of Plans. Approval of Plans by the ACC shall not constitute a representation or warranty that the Plans conform to the regulatory oversight or approval process of any other party, including but not limited to the City, nor shall any approval of a new building or alteration of an existing building constitute a determination of structural soundness of the drawings, other plans, specifications or materials proposed to be used or ultimately used in the construction.

11.5 Records of the ACC. The ACC shall maintain minutes of its actions on all Applications and archive all the Applications for review by any Owner desiring to review them upon reasonable notice. If an Application was not submitted by approved electronic communication, the Owner seeking a copy shall pay all reasonable costs of copying the Application as a pre-condition of its receipt.

ARTICLE XII AMENDMENT OF BY-LAWS

12.1 Amendment of By-laws. These by-laws may be amended by a two-thirds vote of the Board, except that amendments that affect the relationship between the Association and the City of Madison relative to the use of the property owned by the Association shall be subject to approval by the City.

ARTICLE XIII BANKING

13.1 All funds of the Association shall be deposited in an accredited institution located in Dane County (currently, Summit Credit Union). Checks may be drafted on the signatures of the

Treasurer or President; and cash withdrawals made on the signatures of the Treasurer and President. Notwithstanding the above, funds may be deposited at any bank or lending institution as the Board may designate.

ARTICLE XIV SALARIES

14.1 No salaries shall be paid by the Association to any Officer or Director of the Association.

ARTICLE XV COMMON PROPERTY REGULATIONS

15.1 All areas of the Common Property are subject to the following regulations:

- (a) The planting of trees, flower beds, shrubs, and other flora, the placement of yard waste or trimmings, and the placement of swings, fences, and other improvements and structures are prohibited from occurring on Common Property unless authorized in writing by the Chair of the Board's Greenway Committee or the Board's President, in the absence of the Chair of the Greenway Committee, under the terms set forth in said writing.
- (b) The use of motorized vehicles, including but not limited to mopeds, motorbikes, motorcycles, all-terrain vehicles (ATVs), snowmobiles, automobiles and trucks is prohibited on Common Property, except as necessary for the maintenance or improvement of the Common Property.

15.2 The Board shall from time-to-time promulgate additional or modified rules and regulations covering the use and activities of and on the Common Property and shall, upon request, furnish any member with a copy of such rules.

ARTICLE XVI MEETINGS BY TELECONFERENCE

16.1 The means of teleconferencing for Association and Board meetings shall be at the discretion of the Board, exercised with reasonable regard to adopting means that provides easy and reliable access for Members and Directors choosing to use it. The Board is currently using "Zoom," but shall be free to adopt other suitable teleconferencing services that permit, at a minimum, audio participation.

16.2 Where teleconferencing is permitted, in-person participation at meetings shall include participation by teleconference.

16.3 Any concerns raised by any person as to the rights of a Member or Director to participate in a meeting by teleconferencing, or resulting from the interruption or inability to establish or maintain such participation, shall be resolved by the President of the Association or the presiding officer of the meeting during or before the meeting. Any such concern raised must be directly communicated to the President of the Association or the presiding officer before the meeting if the concern was known or could have been anticipated before the meeting. All other concerns must be raised in a timely fashion during the meeting. The

President's or presiding officer's ruling as to any such concern shall be final, unless related to a specific vote at the meeting where the outcome of the vote may have been affected. Only in such event may the ruling be appealed to the Board during the meeting at which the vote was taken.

16.4 No person other than Members or lessees entitled to vote by Proxy shall attend a meeting by teleconferencing, unless invited to attend and participate by the Board or presiding officer. Access to such meetings may be password protected for access to the meeting. Any direct participation, including voting, by a Member attending a meeting by teleconferencing shall be, at the discretion of the Board, limited to typed input, e.g. "chat," where such option is available to the participant, and vocally where the typed option is unavailable to the participant.

16.5 Access to a meeting by means of teleconferencing service constitutes the agreement of the Member or Director so participating to accept all provisions of this Article XVI.

ARTICLE XVII MISCELLANEOUS

17.1 The cap on annual assessments of \$75.00, approved by the Association's Members in 2005, and contained in the January 2012 By-laws, remains in effect until altered by by-laws subsequent to this set, or by an amendment to the Covenants for the Plats of Walnut Grove.

17.2 The Association intends that all corporate records and documents signed electronically by its Officers, Directors and Members be given full legal effect and enforceability pursuant to Wis. Stat., § 137.15 (1).

[END OF BY-LAWS]