RULES AND REGULATIONS OF THE WYWOOD COMMUNITY HOMEOWNERS ASSOCIATION

(Voted on and approved by Wywood Board on May 23, 2026)

1. PURPOSE

These Rules and Regulations supplement the By-Laws of the Wywood Community Homeowners Association. These Rules and Regulations are superseded by the By-Laws and any State, local, or Federal laws in conflict with them. These Rules and Regulations, as voted on and approved by the Wywood Board of Directors ("Board"), are binding upon all members of the Association and shall be enforced by such further regulations as the Board deems appropriate.

2. AMENDMENTS TO RULES AND REGULATIONS

These Rules and Regulations may be amended by a majority vote of the Board at any duly called meeting. Upon amendment, the Secretary will distribute an updated copy to all Association members.

3. GENERAL

Wywood Community is intended to be a community of owner-occupied, single-family residences. To preserve this intention, and to protect the ability of property owners to obtain mortgages on their houses, Wywood Community is placing restrictions upon property rentals and leasing. See Section 4.

Wywood Association does not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

4. RENTALS AND LEASING

As of August 1st, 2021, rental of Wywood homes is strictly prohibited, except to immediate family members. This applies to both short-term and long-term rentals.

- Wywood homeowners in good standing, and with existing long-term leases on file as of August 1st, 2021, are grandfathered and allowed to continue to rent their properties as long-term rentals (leases 6-month term or greater) as long as they are continuously rented or offered for rent.
- All rental agreements must be in a written form and contain the terms of rental, signatures and dates signed of the owner and the person(s) renting / leasing.
- All leases are required to be submitted to the Secretary/ Treasurer for recording. Failure to provide a lease to the Secretary/ Treasurer

within 15 business days of signing or renewal will be subject to forfeit of rental grandfathering.

- Along with the lease, the property owner is responsible for providing emergency contact information for the tenants to the Secretary/ Treasurer.
- See Appendix A for New Property Owner/ Renter Information Forms.
- The property owner is responsible for the actions of their tenants and guests, and to make their tenants aware of the Bylaws and Rules and Regulations of Wywood. Any fines due to actions of the tenants and guests will be levied against the property owner.
- Tenants are allowed to use the Wywood Community easements and piers; however, boat slips are only available to Wywood property owners with watercraft registration in the property owner's name. Tenants do not have access to boat slips on the piers.

5. FINANCE

The fiscal year of the corporation begins June 1 and ends May 31 of the following year.

1. Expenses

   A. A checking account shall be maintained and used by the Treasurer to pay budgeted expenses. Annual assessments shall be deposited in this account to maintain the appropriate balance to pay these bills.

   B. For expenses exceeding $2,500, two signatures will be required on the check. The additional signature can be that of the President, Vice-President, or other duly appointed member.

2. Water Reserve Fund

   A. A separate Water Reserve Fund will no longer be maintained. In its place, the Board will establish a minimum balance to be maintained in the Capital Improvement Fund for emergency water system repairs. The minimum Capital Improvement Fund balance shall be kept in an amount deemed adequate by the Board at its annual meeting. In the event the reserve is reduced by repair expenditures, it shall be built up to the adequate level when deemed necessary by the Board. This minimum Capital Improvement Fund balance shall be reserved only for the water system.

3. Capital Improvement Fund

   A. In addition to the checking account, a Capital Improvement Fund will be kept. This account will be used to pay for repairs and capital improvements to the water system/ roadways/ common areas and items deemed appropriate by the Board. The Capital Improvement Fund shall be maintained by the Treasurer and be subject to the restrictions in 1B above.

B. At the discretion of the Finance Committee, excess funds from the checking account will be transferred to the Capital Improvement Fund.

4. Annual Assessments

A. Annual assessments, as recommended by the Finance Committee and approved at the Annual meeting, will be distributed by the Treasurer by September 10 and shall be due no later than October 31. A penalty at the rate of 1% per month will accrue on any unpaid balance after October 31.

B. In general, annual assessments will be based on number of originally plated Wywood lots (as recorded on March 6, 1928) owned and number of homes on those lots. For boat slips, annual assessments will be based on the quantity of boat slips.

C. All assessments imposed by the Board shall be a lien upon the real property of each member of the association who fails to pay said assessment when due without any further action by the Board being necessary. All assessments more than 60 days overdue will be assessed an additional $250 surcharge for each overdue assessment. In addition, the Board shall have the right to collect any overdue assessments by way of collection proceeding. Should such action be filed or made necessary by the failure to pay when due, all such assessments, all attorney fees and cost of the Association shall be bore by the member whose delinquency caused the action.

D. At the discretion of the Board, delinquent property owners may also be subject to restricted access to Wywood common areas and piers.

5. Special Assessments

A. Occasionally the Association may incur a large, unexpected expense that will require the Board to approve a special assessment to be levied on the members. The Board maintains a Capital Improvement Fund to help mitigate the need for such assessment. In the event of such assessment, the assessment will be distributed by the Treasurer and shall be due within 90 days. A penalty at the rate of 1% per month will accrue on any unpaid balance after 60 days of date of invoice.

B. The Board will deal with delinquent assessments as stipulated in 3C above.

6. Salaries

A. The Board, President, and Vice-President receive no salary.

B. The Secretary/ Treasurer receives an annual salary in an amount approved by the Board at its annual meeting. Annual salary is paid upon completion of the fiscal year in which the duties were performed.

C. The Board has the discretion, as part of the annual budget, to provide salaries to individuals/ companies providing ongoing services (e.g., lawn care of common areas, water system maintenance) to the Wywood Association

7. Public Liability and Property Damage Insurance covering corporate properties shall be taken out in the corporate name. The amount of this insurance to be determined by the Board at its annual meeting.

8. Liability Insurance for Officers and Board Members shall be provided. The amount of this insurance to be determined by the Board at its annual meeting.

6. COMMON EASEMENTS AND PIER RIGHTS

1. Wywood owns, maintains, insures, and pays real estate taxes on two common lakefront easements, referred to as "North" and "South", These easements are for the common use of all Wywood members. Each easement contains a pier that is maintained at the expense of the community. A Pier Committee is assigned to maintain and manage each pier and associated easement.

2. The Wywood common lakefront easements and piers are for the exclusive use of Wywood members and their guests. Strangers using the common lakefront easements or piers should be questioned to determine if they are guests of members. Those who are not should be asked to leave.

3. The following are not permitted on the common easements or piers:

   A. Glass or bottles

   B. Dogs or other pets

   C. Storage of personal items

   D. Blocking of pier access with chairs or while sunbathing

4. All Wywood property owners are eligible to apply for a watercraft slip on one of the two piers. An application (see Appendix B) is submitted and must be resubmitted by May 1st each year for renewal. A valid application requires:

   A. Fee payment, as designated on the application form. The watercraft fee covers pier in and out costs, pier easement maintenance, pier capital expenditures and maintenance, and other miscellaneous Wywood costs.

   B. Current watercraft registration in the State of Wisconsin in the Wywood property owner's name.

      i. Proof of Wisconsin watercraft registration and Wywood owner registration is required to secure a boat slip. Failure to provide the

appropriate documents upon request will require the slip to be vacated until appropriate documentation is provided.

C. For non-motorized watercraft, if not registered in the State of Wisconsin, proof of ownership by Wywood property owner is required.

D. For all applications, the watercraft must comply with current Wisconsin Boating Regulations and applicable local ordinances.

E. Watercraft registered to non-owning family members or friends, or to renters are not allowed pier slips.

5. Pier slip rules:

A. A maximum of one watercraft per house will be allowed a slip assignment. If additional slips are available, then an additional watercraft slip can be requested. A second watercraft slip for a property owner accrues no seniority and is always allocated to pier positions of least seniority.

B. For lot ownership without associated house, a maximum of one watercraft per lot owner will be allowed a slip assignment.

C. Examples:

i. John owns a house and 3 lots in Wywood. John is allowed one slip assignment.

ii. Janet does not own a house in Wywood, but she owns 4 vacant lots. Janet is allowed one slip assignment.

D. No watercraft exceeding twenty feet in length will be eligible for slip assignments EXCEPT for such watercraft already "grandfathered". "Grandfathered" watercraft will continue to be eligible for slip assignments in subsequent years, but an owner replacing such "grandfathered" watercraft may not apply the exception to the replacement watercraft.

E. Each watercraft owner/ slip occupant is responsible to securely moor his/her watercraft in a manner to protect the pier and adjacent watercraft against damage from wave, wind, or other action by the owner's watercraft and not to obstruct access to other slips.

F. No watercraft may be tied to the pier structure at any time.

6. Pier slip assignments:

A. Wywood has a limited number of available pier slips. On the North Pier slips are assigned perpendicular to the pier on either side. On the South Pier slips are assigned parallel to the pier on either side. Wave runners and other

small watercraft such as rowboats shall be automatically located in the shallow water closest to the shore, regardless of seniority.

B. Pier space is allocated on a seniority basis and is only secured by use. If a watercraft owner fails to install their watercraft by July 1st, the slip will be forfeited to the next person on the list and the watercraft owner will move to the last position or least senior spot (closer to shore) on the pier or pier waiting list. The Pier Committee is responsible for maintaining the respective pier seniority lists.

   i. **Exception:** The above loss of seniority will be automatic unless notice is given to the Pier Committee not later than June 1st of extenuating circumstances preventing installation of watercraft. A waiver of this stipulation on seniority will be granted if the circumstances warrant, but for one year only.

C. Seniority status applies to a property owner in good standing in the Wywood Association. Those having the longest consecutive active slip applications shall have first pick of watercraft slip location on a specific pier, in any position. A request to move slip positions from one pier to the other, forfeits seniority and moves the person to the last position on that pier or pier waiting list.

   i. With death of an owner, sale of the house, or transfer of ownership to another family member, seniority is automatically lost, except where property remains in the immediate family, i.e. spouse, son, or daughter whereby seniority is maintained. ii. Vacated or non-renewed slips will be filled by offering the space, in succession, to the next person on the seniority list.

   ii. Non-payment of association fees or fines will result in loss of pier slip seniority.

7. WATER SYSTEM AND DISTRIBUTION

Corporation Responsibilities:

1. To keep the entire water system in good repair and operation. System includes pump, all apparatus inside pump house, and all water mains and flush valves.

2. To provide general maintenance of the pump house lot.

3. Pay electric power usage of pump house. Payment will be billed to Wywood Community and be paid by Treasurer.

4. To monitor water quality and provide testing in conformance with all existing State, County, and Municipal rules and regulations. To notify association members of any non-conformity of said rules.

5. To clean and flush water storage tank and mains approximately yearly, or as necessary. To provide appropriate notification to the membership of any preventative maintenance that will temporarily affect water quality or water system performance.

6. Restore, at association expense, roadway repairs to appropriate asphalt topping upon completion of a water main repair. Restore, at association expense, non-roadway repairs to either dirt or gravel topping, as appropriate. Note: Restoration of landscaping or other improvements on the road right of way and association members' lots is the responsibility of the property owner and at the property owner's expense.

Property Owners' Responsibilities:

1. When a property owner detects a leak anywhere in the Wywood water system, they should immediately contact the Water Committee or a Wywood Officer.

2. Property owners are responsible for the maintenance of piping, valves, etc. and connections in and up to Community Mains.

    a. A Community Main is the main water pipe that is used to deliver water to multiple homes. It does not include the pipe that connects to the main for delivery of water to a single residence.

3. Leaks that may develop on property owners' extension of water lines from Community Main are to be repaired within a reasonable length of time by the respective owners. If leaks of Community water are not repaired in reasonable time, the Board has the right to have same repaired and charge the cost for such services to the respective owner.

4. Shut-off valves and Buffalo boxes are required for each outlet and must not be more than five (5) feet from Corporation Main connection and on the owners' property, with the exception of lakefront property where they shall be located in an area where automobile/ trucks, etc. will not drive over same. Buffalo boxes shall be kept visible and clear in the event that an emergency shut-off is required.

5. As a matter of water quality safety, and to ensure adequate supply of water to all Wywood residents in times of high usage, the new connection of underground sprinkler systems to the Wywood water system is strictly prohibited. Where possible, lake water should be used as an alternative water source. Property owners with existing connections of their underground sprinkler system to the Wywood water system are grandfathered, but must adhere to the following:

    i. Property owners with underground sprinkler systems are required to have certified working backflow valves in place to prohibit the backflow of water from the sprinkler system into Corporation Mains. Proof of certification is required to be provided to the Water Committee at least once every two years. Failure to have a certified

working backflow valve installed will subject property owners to having their water supply shut-off until a working back-flow valve is installed

ii. Property owners with underground sprinkler systems will limit the use of the systems during high water demand periods in the summer to ensure adequate water supply to all property owners.

6. A charge of $1,000 payable to Wywood Community will be made for each new connection into the Corporation water main (for new connection not now in main). The$1,000 is to be added to the water reserve fund. Permission for connection into corporate mains must be approved and granted by Board after the $1,000 payment has been made to the Treasurer and before the work or connection can proceed. Connection into Corporate mains shall be done in conformity with existing rules and regulations of Twin Lakes and State of Wisconsin. The expense of making connections shall be paid for by respective property owner. An indemnity bond in the amount of $2,500, or in such amount as the Board deems appropriate given the nature and extent of repairs and or connection to be done, must be provided by the Contractor and/ or property owner(s) before any opening can be made in any of the roads of the Wywood Community. This bond is to be delivered to the Secretary/ Treasurer for recording. In addition, Contractor and/or property owner(s) must provide a certificate of insurance with Wywood listed as additional insured before any opening can be made in any of the roads of the Wywood Community.

7. All Wywood Property Owners are obligated to pay assessments set for reserves and operating costs of the water system, whether or not their house is connected to the Wywood water system.

8. ROADS and PARKING

1. The roadways and associated right of ways in Wywood are private property owned by the community. Their general maintenance is the responsibility of the community. Wywood property owners are asked to keep the roadways adjacent to their properties clear for passage and free of debris.

i. *In general, the paved portion of Wywood roads are approximately 20 feet wide. The Wywood owned common property for the roadways are approximately 50 feet wide. A general rule of thumb, the Wywood owned common property, the road right of way, extends approximately 25 feet from the center of the road.*

ii. *Wywood allows property owners to make basic improvements (e.g., driveways, parking areas, drainage features, curbs, landscaping, etc.) in the Wywood owned right of way subject to the approval of the*

Wywood Community. The building of any structures on this right of way is strictly prohibited.

iii. *If Wywood needs to excavate the Wywood owned paved roadway or right of way, the association will restore the repaired area at association expense as noted in Section 5, item 6 above.*

2. To help protect Wywood roads from damage, Vehicles 26,000 pounds or more are prohibited on Wywood Roads.

3. General maintenance of the roads and trees in the roadway right of ways will be monitored and acted upon by the Road Committee within the constraints of the annual budget.

   i. In general, the Road Committee will be responsible for the removal of dying and dead trees in the roadway right of ways, and for the planting of new trees.

   ii. In general, the trimming of trees in the roadway right of ways is the responsibility of the adjacent property owner.

   Note: No Wywood resident is permitted to trim or cut down any trees in the roadway right of way without prior approval from the Road Committee. *Owners failing to obtain approval will be subject to a fine deemed appropriate by the Road Committee and Board. It is strongly recommended that all road right of way tree trimming or removal is reviewed with the Road Committee to prevent accidental violation.*

4. The cost of any damage as determined by the Wywood Road Committee to Wywood roads by heavy equipment will be the responsibility of the Wywood Property Owner contracting the work. The Wywood Property Owner will be billed by Wywood for the cost of the repairs. Payment will be due in 30 days from billing or late fees will be applied at 1% per month. The Board has the power to apply additional fines depending upon extent of the damages.

5. Snow removal and salting of Wywood Roads is provided by the Village of Twin Lakes. To comply with snow removal requirements:

   i. All rocks and boulders must be at least 5 feet back from the edge of the roadway.

   ii. All trees and bushes must be trimmed so that they do not encroach on the roadway.

   iii. Street parking cannot block the roadway and prevent passage of the snowplows.

   iv. Wywood property owners in violation of these requirements will be subject to fine.

6. The speed limit on Wywood roads is 15 mph. Speed bumps will generally be installed in the late spring and removed in the early fall to help enforce the speed limit.

7. In general, Wywood roads are not wide enough to support street parking. Parking on lawns is preferred rather than parking along the roadway so that pedestrians will be more easily seen and so that roads can be adequately snow cleared. Double parking is strictly prohibited.

8. Roadway Parking and Restrictions

   i. Parking of any vehicle or trailer on Wywood roadways and associated right of ways shall be limited to a maximum of seventy-two (72) consecutive hours.

   ii. Any vehicle or trailer remaining parked on a Wywood roadway and associated right of ways for longer than seventy-two (72) hours may be towed without notice at the owner's expense. The vehicle owner shall be responsible for all towing fees and any applicable fines.

   iii. Vehicles moved and returned to the roadway and associated right of ways for the purpose of avoiding the seventy-two (72) hour limit shall still be considered in violation of this rule. The Association may mark tires or document vehicle locations to monitor compliance with this rule.

   iv. Commercial vehicles are prohibited from parking on Wywood roadways, associated right of ways, and on residential driveways, except for temporary loading, unloading, or service activity. For the purpose of this rule, commercial vehicles include but are not limited to:

      (a) Trucks or vans used for commercial purposes

      (b) Pickup trucks displaying company logos or advertising

      (c) Vehicles equipped with commercial cargo boxes or service bodies

      (d) Any vehicle exceeding twenty-four (24) feet in length

   v. Construction equipment used temporarily for repair, or service work on a property are permitted during active work hours and may be stored on site until the project is complete. (construction equipment is defined as "lifts, bobcats, skid steerer, ladders, construction boxes and said material)

9. As a matter of general safety due to the volume of foot traffic, street parking is prohibited in front of the North and South Common Pier Easements.

10. Children playing, biking, and skateboarding in our streets are at risk. Please supervise children's activities.

9. HOUSING RESTRICTIONS

1. All new construction and remodeling in Wywood shall be in compliance with Village, County, and State Codes.

2. Wywood property owners are asked to keep your property maintained and lawn cut. If a chronic issue of non-compliance exists, the Board has the right to issue a fine or have remediation done and to charge the cost for such services to the respective owner.

3. Wywood permits property owners to store personal watercraft and associated trailers on their property for seasonal recreational use. The following trailer limitations apply:

    i. Recreational vehicles (RV's) or camping trailers are limited to one (1) per property

    ii. Non-RV trailers (utility, etc.) are limited to one (1) per property

4. The maximum number of towable trailers allowed per property is two (2):

    i. One (1) recreational vehicle or camping trailer

    ii. One (1) non-RV trailer

vi. The storage of inoperable personal watercraft or any derelict, neglected, deserted, or non-functional, abandoned recreational vehicles (RV's) or campers or personal watercraft is strictly prohibited. For the purpose of this rule, a derelict or abandoned RV, camper or personal watercraft includes, but is not limited to, any vehicle that:

    i. Is not currently registered or licensed, if registration is required

    ii. Is inoperable or incapable of being moved under its own power or by towing

    iii. Shows significant deterioration or visible damage

    iv. Has been unused or left in a state of neglect for more than 1 year

vii. Personal Watercraft Lifts are allowed to be stored on the owner's property, limited to the shoreline, only during non-seasonal months.

If the Board determines that any stored vehicle, trailer, lift or equipment detracts from the appearance, safety, or standards of the community, the Board may require the property owner to correct the issue within a reasonable timeframe.

Failure to comply with such requests may result in fines and enforcement actions, which may continue until the violation is resolved.

10. GENERAL CONDUCT

Members of the Wywood Community and their guests are expected to respect the rights of others in the community. Some general items of common courtesy include:

- Refrain from making loud noises after 10:00pm.
- Refrain from making loud noises (e.g., lawn mowing) before 8:00am.
- Ensure you and your guests honor the road speed limit and proceed with caution on Wywood roads.
- Keep animals leashed and their droppings picked up.
- Dog owners are asked to pick up their dogs' droppings when walking their dogs on Wywood streets.
- Dogs running loose are prohibited by Village ordinance 7.12.010.
- Keep roadways clear of obstacles and debris.
- Keep a watchful eye for inappropriate behavior and report such to the proper authorities.
- Hunting in Wywood is strictly prohibited.
- Disregard of these General Conduct guidelines will be subject to Board imposed fines.

11. RULES ENFORCEMENT AND GRIEVANCE PROCEDURE

1. The following is a schedule of the fines that will be imposed for non-compliance with the law, the Bylaws, and rules and regulations (herein collectively "HOA Documents"):

a. A WRITTEN WARNING for a Lot Owner or resident's first violation of the HOA Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Lot owners comply with the HOA Documents.

b. FIFTY DOLLARS ($50.00) shall be assessed against a resident or Lot Owner for a second violation of the HOA Documents (or for the violation that remains after the Lot Owner has received the warning letter discussed in 1.a). The second violation does not need to be the same violation as the first violation in order for the $50 fine to be assessed.

c. ONE HUNDRED DOLLARS ($100.00) shall be assessed against a resident or Lot Owner for each successive violation of the HOA Documents.

d. Notwithstanding paragraphs (a-c) immediately above, FIVE HUNDRED DOLLARS ($500.00) shall be assessed for each violation of the HOA Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:

   i. The violation is in direct defiance of a previous mandate from the Board of Directors.

   ii. The violation was malicious in its intent.

   iii. The violation is evidence of a pattern of the resident's or Lot Owner's non-compliance with the HOA Documents.

   iv. The violation is of such nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. (i.e., if alterations are made that cannot be restored to their original state.)

2. Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

3. Any fines against a Lot/Lot Owner, if unpaid, shall be treated the same as a special assessment under Section D.1 of the Bylaws, and shall incur interest, costs of collection and actual attorney's fees, all of which shall be the personal obligation of the Lot Owner and a lien upon the Lot until paid. The Association, at its option, may also access the Lot and remove the violation at the Lot Owner's expense, and all costs incurred in such removal/remediation of the violation shall also be treated as a special assessment against the Lot as above stated.

4. **Attorney Fees**

   a. The Board may also assess a Lot owner who has violated the HOA Documents for the actual attorney fees incurred associated with reviewing the facts and HOA Documents and advising the Board.

b. In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a Lot owner or defend any claim or allegation by a Lot owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the Lot owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the Lot owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the Lot owner all of its costs and expenses, including reasonable attorney fees. **This Rule does not apply to owners' fair housing complaints, neither State nor Federal.**

5. Any Lot Owner or resident who has been accused of violating the HOA Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

6. **GRIEVANCE COMMITTEE RULES AND PROCEDURES:**

a. The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board, not more than one of whom may be a current Board member or officer.

b. The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be ad hoc and appointed on an as-needed basis by the Board of Directors.

c. For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.

d. Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand. If the Board is unable to find at least two (2) members of the Association who are not directly involved with the dispute, the Board may hire a third party / mediator to act as the Grievance Committee.

e. Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:

i. A letter shall be sent by certified mail, return receipt requested, informing all parties:

(a) Of the time, place and date of a hearing before the Grievance Committee.

(b) Of the right to counsel.

(c) That evidence shall be received and a record made whether or not the party complained against attends.

ii. The hearing shall be divided into two (2) sections:

(a) The hearing.

(b) The determination and decision.

iii. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.

iv. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so, requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.

v. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.

vi. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.

vii. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

f. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:

i. The award was procured by corruption, fraud or undue means;

ii. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;

iii. The member of the Grievance Committee was guilty of misconduct in refusing to postpone the hearing, upon sufficient cause show, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;

iv. The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.