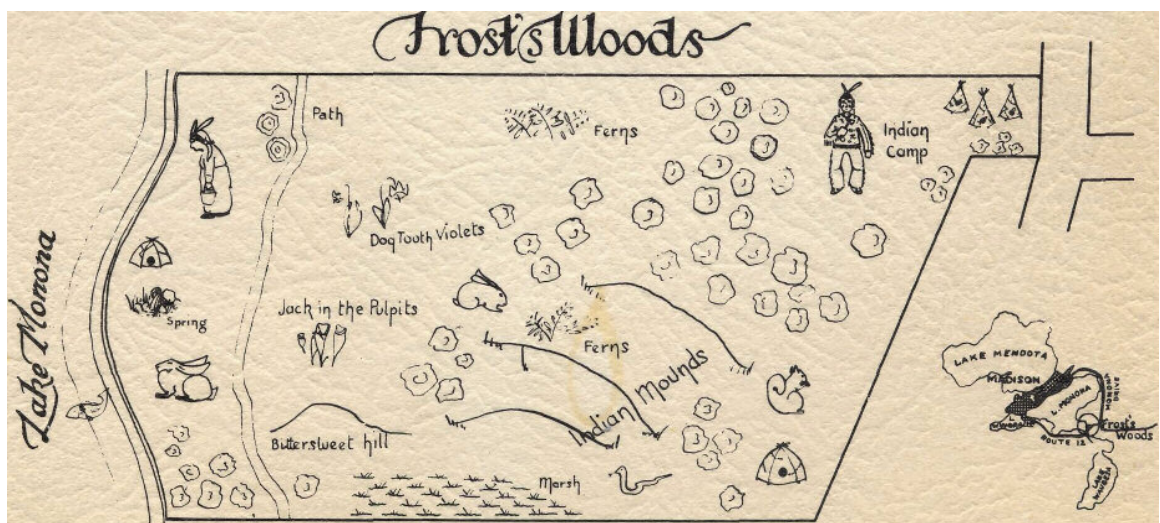


FROST
WOODS
HOMES
ASSOCIATION
MEMBERS'
GUIDE



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(The figurative map of Frost Woods in Indian times, which appears on the front cover, was contributed by Ray Owen.)

WHAT IS THE FROST WOODS HOMES ASSOCIATION?

In the early thirties a small group of landowners in the Frost Woods area determined to preserve the natural beauty of the area and through carefully supervised architectural planning and control developed the area into a fine residential section. To accomplish this, an Agreement was drawn, and recorded with the deeds to the land in the area, giving legal control to a nonprofit homeowners' association, the Frost Woods Homes Association, over lot sizes, lot layouts, and architectural design.

Over the years the restrictions set forth in the Association agreement have been rigidly adhered to, resulting in the gradual development of the Frost Woods area as one of the finest and most desirable residential districts in the Madison region. Most homes are built on double and some even on triple lots; no home has ever been permitted on a lot less than 75 feet wide. This has resulted in a spacious feeling throughout this wooded area. No lots have ever been sub-divided, regardless of how large they were originally platted. Building plans have been subjected to the scrutiny of the Architectural Committee of the Association, as well as an architectural expert designated by the Association, and the five nearest neighbors to a proposed dwelling. As a result the area has become distinguished for individuality of design, and for conformity of adjacent structures sufficient to give the area esthetic coherence.

As a result of the Association's control, firmly grounded in legal powers and administered by a Board of five directors elected at an annual April meeting of the membership, the economic value of land and improvements in the Frost Woods *area, has* soared. The few remaining unimproved lots are at a premium. House values are high, stable, and tend to increase slowly with time. It is the intent of the Association first and foremost to preserve the natural and architectural beauty of the Frost Woods area, and hence maintain for future years its economic value as well. This is its main reason for existence and all other activities in which the Association engages are secondary.

In order to make sure that it can continue to firmly administer the Frost Woods Agreement, the Association has established a Reserve for Legal Fees, held in the event the restrictions of the Association are ever challenged at law. This Reserve, as well as other Association functions, are financed through an annual assessment, provided for in the original agreement, which has legal validity such that in the event of delinquency in their payment, the Association has the right to place a Lien on the property involved. Since the title to such property is thereby clouded, it cannot be sold or mortgaged until such lien is released by the Association after full payment of assessments due.

The Association works closely with the Village of Monona with respect to matters of mutual interest and concern. The Village will not issue a Building Permit for any new structure or any addition to an old structure in the area without written notification of the Association's approval. The Association is vitally interested in the condition of the roads in the area, and thus far has opposed the installation of sidewalks and of curb and gutter, on the grounds that these would spoil the rustic flavor of the area. It has vigorously opposed the widening of Winnequah Road, on the grounds that it would become a speedway, as happened with Bridge Road after it was widened. It has opposed the extension of Greenwood Road as a thoroughfare between Winnequah and Bridge Roads, on the grounds that enough connecting roads are now extant and that such an extension would spoil the tranquility of part of the Frost Woods area.

Through its Parks Committee, the Association also works closely with the Village to preserve and improve the area's three fine recreational facilities: the bathing beach (Owen Park), at the foot of Owen Road, donated many years ago to the Village by the Owen family, charter members of the Association; the Frost Woods Playground (ball park), on the north side of Frost Woods Road, donated to the Village by some of the original members of the Association; and Frost Island, owned and maintained by the Association as a wilderness area and wildlife refuge.

The Association sponsors a number of social activities. Of course, the Annual Meeting of the membership, at which the Refreshment Committee serves, is one. The work of the Sunshine Committee, which sends flowers to the sick and to the bereaved is another. Perhaps the highlight of the Frost Woods social calendar is the annual Fourth of July celebration, which traditionally consists of an afternoon event at the ball park, with a kiddie parade and ball game; a late afternoon picnic on the **Marshall-Owen** estate on the lake front with organized games for children and adults; and an evening fireworks display, originated by the Association but now sponsored by the Village.

Charitable and educational projects are undertaken by the Association from time to time, by vote of the membership, but these must of necessity be limited in extent. For example in past years scholarships to Monona Grove High School students and students sponsored by the American Field Service have been given by the Association. Through the years they have been greatly appreciated by the recipients so honored.

Finally, the Association provides various documents for its members. Annually it sends out Minutes of the Annual Meeting, the annual Treasurer's report, a supplement to the Directory of members, and assessment bills. To new members go a copy of the Members' Guide as well as a copy of the latest Directory; the latter, revised completely every 5 years, contains the names of all members -- husbands and wives -- as well as the names and birthdates

of their children, a listing by street address, and a list of available babysitters.

To sum up, the Association is devoted to maintaining the architectural and natural beauty, economic values, recreational facilities, social functions, and charitable and educational activities vital to the one hundred and fifteen families which live in the area. We hope that you will lend your efforts to those of your neighbors to make Frost Woods continue to be one of the most delightful places in the country in which to live.

Alvin L. Berman Secretary, 1962-1965

OUTLINE OF MEMBERSHIP AND FUNCTIONS OF THE FROST WOODS HOMES
ASSOCIATION

Membership

115 families (November, 1964)

Membership meets annually on second Monday of April; minutes published.

A Directory is published every 5 years; supplements, annually.

Assessments

\$1, 532, 800 assessed value of all real estate owned by members in the area (November, 1964).

Finances

Members assessed annually.

Assessments enforceable by Lien.

Reserve for Legal Fees fund held to defend legal rights of Association
and its members. Treasurer's report **presented annually**.

Goals

To preserve the natural and architectural beauty of the area. To maintain the economic values of the homes in the area.

Administration

A Board of Directors is elected by the membership to enforce the Association Agreement. The members of the Board elect a President, Vice-President, Treasurer, **and Secretary. All committees are elected by the membership.**

Architectural Committee

Three members, who elect their own chairman.

Subject to the authority of the Board, this committee approves or rejects

applications to build new dwellings or make additions to old ones. The Committee can only approve after approval of an Architectural

Expert and a majority of 5 nearest neighbors. Plans must show:

1. Reasonable placement of building on land: plot plan must show 75 foot minimum frontage, 10, 000 square feet minimum area.
2. Good architectural design, in harmony with exteriors of homes in the immediate locality.

Decisions enforceable by court injunction.

Parks Committee

Seeks to preserve and improve area recreational facilities:

1. Owen Park (Beach) (owned by the Village of Monona)
2. Frost Woods Playground (Village-owned)
3. Frost Island (Wildlife Preserve) (owned by the Association)

Social Activities

Fourth of July Celebration (Fourth of July Committee) Flowers to sick and bereaved (Sunshine Committee) Refreshments at annual meeting (Refreshment Committee)

Charitable and Educational Projects

Scholarships to: Monona Grove High School students
American Field Service students

Frost Woods Homes Association.

Agreement.

Dated June 12, 1935.

Recorded Dec. 26, 1935. Vol. 117 Misc., Page 384, No. 579676.

THIS AGREEMENT, made and entered into this 12th day of June, 1935, by and between the parties, individual or corporate, who have hereinafter subscribed their names to this instrument, and have indicated opposite their names the description of the land owned by such subscriber in the Town of Blooming Grove, Dane County, Wisconsin.

WITNESSETH:

That, WHEREAS, the residents and property owners of Frost Woods and vicinity realize the importance and necessity of organized cooperation in order to insure a permanent, highly desirable home community,

NOW, THEREFORE, the parties to **this** agreement do agree with each other that all of the real estate hereinafter described, in the manner, and for the period of time hereinafter set forth, be subject to the following covenants, agreements, assessments, restrictions, and charges as hereinafter set out.

VOTING OF MEMBERS

Section 1 (1). There shall be organized, under the laws of the State of Wisconsin, a non-stock, non-profit corporation to be known as the FROST WOODS HOMES ASSOCIATION. The members of said corporation shall be owners, whether individual or corporate, of real estate within said Town of Blooming Grove, who have subscribed to this agreement. Owners of the equitable title to real estate under a land contract of purchase shall be deemed to be owners for the purpose of this agreement. At all meetings of the corporation each member, who shall not be in default in the payment of any assessments, shall be entitled to one vote for each \$100 or fraction thereof, of assessed value of real estate owned by him which is subject to the terms of this agreement, excepting that Lillie J. Johnson or N. J. Johnson, or both, their heirs, executors and administrators (hereinafter called "THE JOHNSONS") shall not be entitled to membership or to vote under **the** foregoing regulations. Instead, they shall be entitled to one membership collectively so long as the corporation shall remain in existence, and shall collectively be entitled to one vote for each \$100 or fraction thereof of assessed valuation of real estate owned by them, subject to this agreement, and not sold on land contract. but shall never be entitled to votes in excess of the number of votes granted by this agreement to any other member owning real estate of an assessed valuation of \$10,000, but shall always be entitled to fifty votes whether or not they own land subject to this agreement. The Johnsons, however, shall not have voting **power** while in default in any payment due the corporation pursuant to Section 4 of this agreement.

(2). The Board of Directors of said corporation shall consist of five members of whom at least three shall be residents of the territory subject to this agreement.

CORPORATE POWERS AND DUTIES

Section 2. The FROST WOODS HOMES ASSOCIATION shall have the following powers and duties, whenever, in the exercise of its discretion, it may deem them necessary or advisable:

(1). To keep the vacant and unused lots, platted streets, and public places in the territory subject to this agreement in a clean and orderly condition; to cut and remove weeds and grass **there from**, to pick up loose materials, trash, etc., and to do any other thing necessary, or desirable to keep the same neat in appearance, and in good order.

(2). To provide and maintain such lighting for streets, parks, parkings, pedestrian ways, ornamental entrances, or other places now existing or hereafter to be created, in such territory, as shall be for the general use of the public, as the said FROST WOODS HOMES ASSOCIATION may deem necessary or essential.

(3). To exercise such control over streets as may be within its powers, and as it may deem necessary or desirable, subject at all times to such control of county, township or other proper officers, as may have jurisdiction over streets.

(4). To repair, oil or maintain paved streets, lanes and pedestrian ways, and clean streets, gutters and sidewalks and pedestrian ways, including the removal of snow **there from**.

(5). To care for, trim, protect, and replant trees, on all streets where trees have been planted, except where otherwise provided for, and to care for, protect, and replant shrubbery, trees, ornamental planting, and sod in any parks, which are at the intersection of, or in other suitable places in the streets, or in the places set aside for general use of the public.

(6). To provide for the erection and maintenance of gateways or entrances, and other ornamental features now existing, or hereafter to be erected, or created, and to establish, care for, and maintain any parks, playgrounds, tennis courts, or any other recreation facilities,

which are now, or hereafter may be subject to this agreement, intended for the general use of all owners and residents in the territory subject to the agreement.

(7). To enforce, either in its own name or in the name of any real estate owner or owners, as may be necessary, all building and other restrictions which have been, are now, or may hereafter be imposed upon any of the real estate subject hereto. FROST WOODS HOMES ASSOCIATION shall have power and authority to bring proceedings in its own name or in the name, or names, of any owner of real estate subject hereto, to enforce such restrictions; the expense and costs of such proceedings, however, to be paid out of the general fund hereinafter provided for.

(8). To provide for the collection and disposal of garbage, rubbish, and all other waste under such rules and regulations as may be prescribed by the FROST WOODS HOMES ASSOCIATION for economically and efficiently carrying out the provisions of this subsection.

(9). To erect and maintain adequate signs for marking streets and other^ public places.

(10). To provide means for fire and police protection, and to furnish the water and necessary equipment for such fire protection.

(11). To provide such domestic or other service as may be deemed desirable by the Board of Directors of the FROST WOODS HOMES ASSOCIATION, such services when rendered to be at the expense of those receiving the service.

RESTRICTIONS ON CORPORATE POWERS

Section 3. The FROST WOODS HOMES ASSOCIATION shall not have the power to use the monies in the general fund for the original construction of street improvements, water mains, heat, or any other public utility, nor shall any part of the general fund be used for any purely private improvements whatsoever.

GENERAL FUND

Section 4.

(1). For the purpose of providing a general fund to enable the FROST WOODS HOMES ASSOCIATION to perform the duties and maintain the improvements herein provided for, all land hereinafter described, and set opposite the name of the owner thereof, shall be subject to assessment to be paid to the FROST WOODS HOMES ASSOCIATION in advance by the respective owners of such land. None of the lands subject to this agreement, however, while owned by the Johnsons shall be subject to such assessments.

(2). The amount of such assessment shall be fixed by the FROST WOODS HOMES ASSOCIATION from time to time, and shall be apportioned to the various owners in proportion to the assessed value of the land, subject to this agreement held by each of said owners, but the sum of such assessment or assessments shall at no time be in excess of ten mills per annum for each dollar of the assessed value of the land.

(3). Maximum annual rate of assessment may be increased, however, by the FROST WOODS HOMES ASSOCIATION, by resolution stating the period of time for which such increase may be made, which shall be adopted at a regular or special meeting of the members of the ASSOCIATION by a two-thirds majority of all votes provided for in Section 1 of this agreement, but this amount shall never exceed twenty mills on the dollar of the assessed valuation of the land.

(4). Each assessment shall be due and payable on a day to be fixed by the FROST WOODS HOMES ASSOCIATION, and it shall be the duty of the ASSOCIATION, to notify all owners whose addresses are listed with the said Company, on or before that date, giving the amount of assessment, when due, and the amount due on each tract of land owned by them, and subject hereto. In the event of the failure of any property owner to pay his assessment on or before thirty days from date when due, then such assessment shall bear interest at the rate of ten per cent per annum from the date when due, but if said assessment is paid before the thirty days above provided for, no interest shall be charged.

(5). Within sixty days after the expiration of thirty days from the date when such assessment becomes due, it shall be the duty of the proper officers of the FROST WOODS HOMES ASSOCIATION to prepare and record in the office of the Register of Deeds for Dane County, Wisconsin, a list, containing a description of each tract of real estate upon which the assessment has not been paid, the amount of the unpaid assessments, and the name of the owner thereof. Upon the recording of such list, the amount assessed upon each parcel of land described therein shall become a lien on each parcel so described.

(6). All delinquent assessments shall be due and payable with each subsequent annual assessment as it becomes due and shall be added to and become a part thereof. Such delinquent assessments may be enforced at the discretion of the FROST

WOODS HOMES AS-

SOCIATION. In such suits, such liens shall be enforced as mechanics' liens are enforced under the laws of the State of Wisconsin. The proper officers of said ASSOCIATION shall by an instrument to be recorded in said Register of Deeds office release any parcel of land from such lien upon the payment by the owner of such parcel of land of the amount of such lien with interest and any costs and expenses that may have been incurred in connection therewith.

THE JOHNSONS' CASH OBLIGATION

Section 5.

(1). In lieu of the assessment provided by Section 4 against the lands subject to this agreement and belonging to the Johnsons, the said Johnsons in consideration of the execution of this agreement by the other property owners in the present Frost Woods plats do agree and promise that they will pay or cause to be paid into the treasury of said FROST WOODS HOMES ASSOCIATION a sum of money equal to five per cent of the gross selling price of any land subject to this agreement which they may sell at any time in the future, during the existence of said corporation.

(2). An accounting or record of all lands so sold by them shall be rendered to the proper officers of said ASSOCIATION at the end of each calendar year, setting forth the description of each tract sold, the name of the buyer, the gross selling price of each tract, and the actual amount of principal paid by each buyer during the year. Payment of a sum of money equal to five per cent, of all principal payments received by said Johnsons from such sales during each year shall be made to the treasurer of the FROST WOODS HOMES ASSOCIATION in cash at the time of the filing of such report.

(3). Each parcel of such land sold by the said Johnsons shall immediately upon conveyance thereof, whether by deed or by land contract, become subject to assessments pursuant to the terms of this agreement, such assessments to be chargeable against the purchaser or purchasers whether or not such purchasers have paid the full purchase price of the said premises. When and if any such parcel shall be acquired by the said Johnsons by foreclosure or re-conveyance in lieu of foreclosure, such parcel so acquired shall cease to be liable for assessment until again resold by the Johnsons.

LIMITATION OF INDEBTEDNESS

Section 6. The FROST WOODS HOMES ASSOCIATION shall at no time contract any indebtedness or spend more money within any one year than the total amount of the assessment or assessments for that particular year, together with any surplus which it may have on hand from previous assessments.

NEW LANDS COMING UNDER AGREEMENT

Section 7. In the event that it shall be deemed advisable to extend the application of this contract so as to take in additional real estate not hereinafter described, the FROST WOODS HOMES ASSOCIATION may do so, provided each of the real estate owners electing to come under the terms hereof shall sign an agreement to be bound by all the terms of this contract, or any future modifications thereof, provided that at a duly called meeting of the members of the ASSOCIATION a resolution giving consent to such addition shall be duly passed by a majority of all votes provided for in Section 1.

NOTICE TO MEMBERS: MODIFICATION OF AGREEMENT

Section 8.

(1). The FROST WOODS HOMES ASSOCIATION shall notify all owners of property included within the terms of this agreement, insofar as the addresses of such owners are listed with said Company, of the official address of said Company, and at what place and time regular meetings of the Company shall be held, designating the place where payments of money may be made, and any other business in connection with said Company may be transacted.

(2). The terms of this agreement except as to maximum assessment or manner of termination may be modified at any time by written consent of the owners of two-thirds of the assessed value of all the real estate subject hereto, evidenced by agreement duly acknowledged, and recorded in the office of the Register of Deeds for Dane County, Wisconsin.

WORK IN COOPERATION WITH OTHER MUNICIPALITIES

Section 9. The FROST WOODS HOMES ASSOCIATION may make such agreement or

agreements with county and township officials in or with corporations or individuals for a division of the work upon streets, or for any other work to be done as will secure the greatest benefit from the pro-rata share of any county or township funds that may be available for use in the territory subject hereto.

RULES AND REGULATIONS

Section 10. The FROST WOODS HOMES ASSOCIATION shall make such reasonable rules and regulations as will enable it to carry out the provisions of this agreement. It shall provide for a regular meeting place, and for the holding of regular meetings at reasonable intervals; it shall have the right to appoint such necessary agents and representatives, and to employ such persons as in its judgment may be necessary to properly carry out the provisions hereof, and may give such agents, employees, or representatives such authority as may be proper for the proper discharge of such duties. The ASSOCIATION shall have power to pay all reasonable expenses incident to the carrying out of its powers and duties out of the funds derived pursuant hereto.

DISSOLUTION OF CORPORATION

Section 11.

(1). This agreement may be terminated and the corporation dissolved by the written consent of the owners of two-thirds of the assessed value of the real estate subject to the terms hereof, except that the lands subject to this agreement and owned by the Johnsons shall not be included in computing the total assessed valuations for the purpose of counting consents under this section.

(2). Such written consent shall be evidenced by an agreement duly acknowledged, as deeds are required to be acknowledged, and recorded in the office of the **Register** of Deeds for Dane County, Wisconsin.

ACCESS TO BOOKS

Section 12. The owners who now, or may hereafter become, a party to this agreement, who are not delinquent in the payment of any assessments on land owned by them, shall at all times have access to the books of the FROST WOODS HOMES ASSOCIATION at all reasonable hours.

DEFINITIONS

Section 13. In construing this agreement, the term:

- (1). "Real Estate" shall mean not only lands itself, but all buildings and improvements.
- (2). "Land" shall mean the land itself as furnished by nature and exclusive of buildings and improvements.
- (3). "Assessed value" shall mean the latest value placed on the property by the public taxing authority.
- (4). "Person" shall include firm or corporation.

COVENANTS RUNNING WITH THE LAND

Section 14. All of the agreements, restrictions and provisions herein contained shall be deemed to be covenants running with the land and shall be binding upon the parties hereto and their respective heirs, successors and assigns.

WHAT EVERY DEED SHALL CONTAIN

Section 15.

(1). All residence property included in the terms of this agreement shall from date hereof be subject to the following restrictions, and every deed or land contract for the sale or conveyance thereof shall contain the following:

FIRST: This deed is given upon these express conditions and reservations: The line of any building or any part thereof, erected on these premises, shall not be nearer to the street **than** twenty feet nor shall any building or part thereof be nearer than eight feet from the side line of property owned by any other person.

SECOND: No building erected on these premises shall be used for other than residence purposes without written consent of the Board of Directors of FROST WOODS HOMES ASSOCIATION.

THIRD: No building erected on these premises shall be used for business purposes without written consent of the Board of Directors of FROST WOODS HOMES ASSOCIATION.

FOURTH: No building previously erected elsewhere shall be moved on any lot or parcel of land hereby conveyed,

except that the Johnsons may erect on or move to any of their

unsold lands a temporary office building which shall be removed when the actual promotion and sale of lots is terminated.

FIFTH: No lot or parcel of land hereby conveyed shall be conveyed to, owned or occupied by any other than members of the Caucasian race.

SIXTH: No more than one dwelling house shall be built on any lot or parcel of land hereby conveyed.

SEVENTH: No barn or outhouse or garage shall be constructed on any lot or parcel of these premises without written consent of the Board of Directors of the FROST WOODS HOMES ASSOCIATION.

EIGHTH: No privy shall every be constructed or maintained on any lot or parcel of these premises except for temporary use during the time that a building is in the process of construction.

NINTH: The exterior design of every building or structure to be erected upon any lot or parcel of land hereby conveyed shall first be submitted to and approved in writing by an architectural expert acceptable to the Board of Directors of the FROST WOODS HOMES ASSOCIATION.

TENTH: No residence shall be erected or maintained on any lot or parcel of land on these premises which does not have for its exclusive use a parcel of land having an area of not less than 7250 square feet back of the 20 foot set back line, and a frontage of not less than 66 feet on said set back line, except that one residence may be erected on any lot shown on the recorded plats of FROST WOODS, and First Addition to FROST WOODS, even though such lot or parcel of land has an area of less than 7250 square feet back of such set back line, or a frontage of less than 66 feet on said set back line, or both. Nothing herein contained, however, shall prevent the future sub division of lands now unplatted into lots of the same size as the lots in the present plat of the First Addition to FROST WOODS, and one residence may be erected upon any lot so platted in the future regardless of its area, dimensions, and set back line.

ELEVENTH: No building designed to be occupied by more than one family shall be erected on any lot or parcel of land hereby conveyed without written consent of the Board of Directors of the FROST WOODS HOMES ASSOCIATION.

TWELFTH: No billboards, or advertising boards, or structures exceeding five square feet in size, for posting, painting or printing, or signs or advertising shall be constructed, erected or maintained on any lot or parcel of land hereby conveyed, except that the Johnsons may maintain signboards without limitation as to size during the actual promotion and sale of their lands.

THIRTEENTH: No intoxicating liquors shall ever be manufactured or sold upon these premises, except that home-made wine or beer may be manufactured for consumption in the home, or for serving to bona fide guests.

FOURTEENTH: No lot or parcel of land hereby conveyed shall be used for the storage of any building material, or construction equipment or machinery unless the same is actually being used in connection with the erection, construction, remodeling or repair of a building located on said lot or parcel of land.

FIFTEENTH: These premises shall be subject to the terms and restrictions of the FROST WOODS HOMES ASSOCIATION recorded in the Office of the Register of Deeds of Dane County, Wisconsin, and all amendments thereto.

(2). All the restrictions above set forth in this Fifteenth Section shall continue for a period of twenty years from April 1, 1935, and shall automatically be continued thereafter for periods of five years each, unless at least one year prior to the expiration of the first, or any subsequent five year period, the owners of a majority of the net acreage subject to the conditions of this agreement, exclusive of streets, shall execute and acknowledge an agreement, or agreements, in writing, (1) releasing the land subject to this agreement, or any part of the area thereof from any or all of the above restrictions, or (2) modifying any of the above restrictions, and file the same for record in the office of the Register of Deeds for Dane County, Wisconsin. The termination of any of the above restrictions in the manner provided shall in no way alter restrictions not so terminate^{^1}

(3). All these conditions shall run with the land and be a part of the consideration for the purchase thereof, and shall bind every subsequent vendee or owner thereof. If the subsequent owner or vendee of these premises, or any person in possession of these premises, under lease or other title, shall violate, and shall continue to violate, any of these condition for a period of three days after written notice of such violation shall have been served upon such person and upon the holder of the legal title to the premises upon which such violation is being committed, or maintained, then and in that case the circuit court for Dane County Wisconsin, (or any other court of general Jurisdiction and located in Dane County, Wisconsin) shall, upon the filing of a verified petition signed by any five or more members of the-FROST WOODS HOMES ASSOCIATION -enjoin or restrain the continuation of such viola-

tions and command and compel the removal of any buildings or structures that violate any of the conditions. The court procedure usual in such cases shall be followed in all respects excepting that it is agreed and made an express condition hereof that upon the filing of such verified petition a temporary injunction may forthwith issue without notice and without the filing of any bond or security whatsoever by the petitioners; that upon the filing of such a verified petition five days notice shall be sufficient notice upon any order to show cause why such temporary injunction should not be made permanent or upon any order to show cause why a mandatory order directing the removal or alteration of any building or structure should not issue; that such temporary injunctions and orders to show cause, and such permanent injunctions and mandatory orders directing removal or alteration may be served in the manner of the service of a summons in circuit courts in Wisconsin, or, if the persons to whom the same are directed be not found, they may be served by the delivery of one copy to the president, vice-president, or other officer of the FROFT WOODS HOMES ASSOCIATION and by posting one copy thereof in a conspicuous place upon the premises affected thereby. It is made an express condition hereof that any owner of land subject to this agreement shall be a proper person to give and serve such five day notice.

(4). To the end that the foregoing restrictions are strictly lived up to, the FROST WOODS HOMES ASSOCIATION may provide for, and enforce by appropriate means, additional penalties other than those specifically herein provided for.

ADDED RESTRICTIONS

Section 16. (1). No persons who may now, or hereafter, own property subject to this agreement may add to the restrictions set forth in Section 15 without the written consent of a majority of the Board of Directors of the FROST WOODS HOMES ASSOCIATION expressed at a duly called meeting.

(2). In the event that the FROST WOODS HOMES ASSOCIATION shall cease to exist, the owners of a majority of the net acreage exclusive of streets, of all property then subject to the provisions of this agreement may within five years after said corporation shall cease to exist, form a corporation for the purpose of exercising the powers herein vested in the FROST WOODS HOMES ASSOCIATION, and in the event that such corporation shall be so formed, it shall be vested with all powers and duties herein imposed upon and granted to the said ASSOCIATION.

NEW RESTRICTIONS SUBSTITUTED FOR OLD

Section 17. (1). Each of the parties to this agreement do, by the execution of this agreement, expressly agree with all other parties hereto, each in consideration of the execution of this agreement by the other parties hereto, that all building restrictions, use restrictions and all other covenants or agreements of any kind whatsoever regulating or restricting the use or development of the various parcels of real estate made subject to the terms of this agreement, shall be and they hereby are cancelled, terminated and annulled insofar as they affect any parcel of the real estate made subject to this agreement.

(2). And each of the parties hereto for the considerations above mentioned does hereby substitute for such building restrictions, use, restrictions, and other agreements, so annulled the restrictions and provisions of Section 15 hereof and does hereby impress upon the real estate made subject to the terms of this agreement the building and use restrictions and all of the other provisions of this agreement, and each of the parties hereto does hereby agree that all of the provisions of this agreement being deemed by the parties hereto as benefits to all of the parties hereto and their grantees and successors in title to each parcel of land made subject to the terms of this agreement, shall constitute and be covenants running with and forever impressed upon each parcel of the land made subject to the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto on the dates hereinafter set forth have hereunto respectively set their hands and seals following the description of the lands which they make subject to the terms of this agreement-CD LILLIE J. JOHNSON and NELS J. JOHNSON, her husband, make, subject to the terms of this agreement the following premises: Lots 1, 2, 3, 4 and 5 in Block 1, and the tract designated as a park (lying between Block 1 and Block 2) all in the original plat of Frosts Woods; Lots 3, 4, 7, 9, 10, 11 and 12 in Block 3, Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11 and 12 in Block 4, Lots 1, 2, 3, 4, 7, 8, 9, 10, 11, 18 and 19 **and** tract designated as park in Block 5, Lots 4, 5, 6, 7, 8, 9, 10 and 11 in Block 6, Lots 4, 5, 6, 7, 8, 9, 10 and 11 in Block 7, Lots 4, 5, 6, 7 and 8 in Block 8, and Lots 4, 5 and 6 in Block 9, all in the plat of the First Addition to Frosts Woods; **all** unplatted land in Outlots 36 and 41 of Assessor's Plat No. 1 of the Town of Blooming Grove, **and also** all of Outlet 35 of Assessor's Plat No. 1 of the Town of Blooming

Grove still belonging to the said JOHNSONS and lying between Woodlawn Ave. (extended) as shown on the original plat of Frosts Woods and Lake Monona, and north and west of the land heretofore conveyed to Wiedpohl; Dated June 12, 1935.*

(2) Charles Wright Thomas and Ednah Shepard Thomas as the wife of said Charles Wright Thomas and in her individual capacity:

Lots 1, 2 and 3, Block 9, First Addition to Frosts Woods, and Lots 17, 18 and 19 Block 1 of Frosts Woods. Dated September 4, 1935.

(3) Alban Dewes Winspear and Frances Mary Winspear, as the wife of the said Alban Dewes Winspear and in her individual capacity:

Lots 3, 4 and 5, Block 2, of Frosts Woods, Madison, Dane County, Wisconsin. Dated October 21, 1935.

(4) Ray S. Owen and Theo P. Owen, as the wife of the said Ray S. Owen and in her individual capacity:

Lots 37 and 39 of the Assessor's Plat No. 1 of the Town of Blooming Grove, and Lots 1 and 2 in Block 2 of Frosts Woods, all in Dane County, Wisconsin. (In acknowledgment Ray S. Owens.) Dated December 11, 1935.

(5) Paul M. Fulcher and Louise D. Fulcher, as the wife of the said Paul M. Fulcher and in her individual capacity:

Lots 1 and 2, Block 3, First Addition to Frosts Woods, Town of Blooming Grove, Dane County, Wisconsin. Dated December 11, 1935.

(6) Edward A. Thomas and Irene B. Thomas, as the wife of the said Edward A. Thomas and in her individual capacity:

A parcel of land in the fractional Southeast 1/4 of Northwest 1/4 of Section 20. Town 7 North. Range 10 East, Dane County, Wisconsin, being part of a three acre tract of land conveyed to Ray S. Owen by Fairhaven Land Company on December 20, 1916. and recorded in Volume 264 of Deeds. Page 48, also known as Lot 37 of Assessor's Plat Number One. Starting at an iron stake on the South line of said three acre tract 151.1 feet Easterly from an iron stake at the Southwest corner of said 3 acre tract, thence North 17 degrees 02' West 191.3 feet to an iron stake of Southeast corner of land sold under Land Contract to Walter Choinski, thence North 0 degrees 15' East 50 feet along Choinski East line to an iron stake at Southwest corner of land deeded to E. M. Gilbert, thence South 88 degrees 33' East 120 feet along Gilbert South line to an iron stake at Gilbert Southeast corner, thence Southerly 175 feet more or less to an iron stake on the South line of said 3 acre tract 87.3 feet Easterly from the starting point, thence Westerly along South line of said 3 acre tract 87.3 feet to point of beginning. Dated December 11, 1935.

(7) Hamilton Beatty and Gwendydd Beatty, as the wife of said Hamilton Beatty and in her individual capacity:

Lots 15 and 16 Block 1 of Frosts Woods, Madison, Dane County, Wisconsin. Dated December 11, 1935.

(8) Robert C. Pooley and Lucille Setzler Pooley, as the wife of the said Robert C. Pool-ey and in her individual capacity:

Lots 13 and 14 Block 1 of Frosts Woods, Madison, Dane County, Wisconsin. Dated December 13, 1935.

(9) Friedrich Bruns and Lydia I. Bruns, his wife: Lots 10 and 11 Block 1 Frosts Woods, Dane County, Wisconsin. Dated December 16, 1935.

WHY MODIFY THE FROST WOODS HOMES ASSOCIATION AGREEMENT?

Since the Agreement was drawn in 1935, the Frost Woods area has developed into a pleasant and spacious community, characterized by good architectural design. Part of the attractiveness of the area and the consequent value of its lots lies in the fact that many homes are built on parcels of land made up of two or more lots, or on single lots platted with broad frontage. • By common consent, a minimum frontage of 75 feet has been adhered to in order to preserve a feeling of spaciousness for almost 30 years.

Recently pressures have developed to break with tradition and permit erection of a dwelling on 66 foot platted lots. The Board has opposed this pressure, since it felt such a move would degrade the area, cause overcrowding, and in essence destroy the prime function of the Association. On checking the legal aspects of this problem, it has become obvious that the traditional 75 foot minimum is not sufficiently well spelled-out so as to be strictly enforceable. The Board has therefore engaged an attorney to modify the Agreement, and will seek broad approval of this modification by the membership of the Association.

Stripped of legal verbosity the modification provides:

1. Lots must have at least a 75 foot frontage per dwelling.
2. Lots must have an area of at least 10, 000 square feet (this conforms with Village of Monona requirements).
3. No platted lot may be sub-divided in depth.
4. Exceptions are made for lots which do not conform to the new standards (but did conform to the old standards): three on which houses now exist, and three vacant lots. Since there is no way in which the owners of these lots could conform to the new standards, an unfair effect would otherwise have been worked on these Frost Woods members. No other exceptions may be made in the future, however.
5. Since unforeseen circumstances may warrant change someday in the future, a degree of flexibility is given by providing that the Agreement may be further amended at a future date by the owners of 3/4 of the assessed valuation, as well as of 3/4 of the net acreage, in the Frost Woods area. Such a requirement, however, is quite strict and would require overwhelming sentiment on the part of the membership in order to modify the traditional requirements upheld by the Association.

The modification thus will give strong legal effect to the long-

standing practices of the Frost Woods Homes Association. It does not represent a departure from these practices, but rather a clarification and legal recording of them-so as to preclude possible future litigation and associated costs to the Association. It is urgent now because soaring land values in this highly desirable area have already resulted in requests for permission to build on single lots. The Board urges all members to support and promptly sign the proposed modification when you are contacted in the near future.

John W. Storer, President
Roland R. Paul, Vice-President
Roma Price, Treasurer
Alvin L. Berman, Secretary

James F. Lewis, Immediate Past President

November, 1964

Dated:
Recorded:
Vol. , Page , No.

MODIFICATION OF FROST WOODS HOMES ASSOCIATION AGREEMENT

WHEREAS, THE FROST WOODS HOMES ASSOCIATION AGREEMENT, dated June 12, 1935, was recorded in the office of the Dane County Register of Deeds on December 26, 1935, in Volume 117 of Miscellaneous, page 384, as instrument No. 579676, and

WHEREAS, the aforesaid agreement provides that it may be modified in accordance with Section 8 (2) by the written consent of the owners of two-thirds of the assessed value of all the real estate subject to the aforesaid agreement by having the signatures of the owners duly acknowledged and the modification duly recorded in the office of the Register of Deeds for Dane County; Wisconsin, as is the original of the Frost Woods Homes Association Agreement;

NOW, THEREFORE, the undersigned owners representing at least two-thirds of the assessed value of all the real estate subject to the Frost Woods Homes Association Agreement do hereby modify and amend said principal agreement to provide as follows:

"Section FIFTEENTH (1) Paragraph Tenth of the Frost Woods Homes Association Agreement is to be modified and amended so as to provide for the following language;

No residence shall be erected or maintained on any lot or parcel of land on these premises which does not have for its exclusive use a parcel of land having an area of not less than 10,000 square feet and a frontage of not less than 75 feet. All lots as platted on the recorded plats of Frost Woods, the First Addition to Frost Woods,

Owen Meadow, Pheasant Hill Addition to Owen Meadow, Assessors Plat No. 1 - Blooming Grove, as well as any other recorded plats in the Frost Woods area, to which the Frost Woods Homes Association Agreement applies, shall not be sub-divided except for the purpose of conforming to the provision requiring a 75 foot frontage through the transfer of excess frontage from one platted lot to the adjacent platted lot that does not meet the standards as set forth herein; it being the intent of this provision that it prohibit the subdivision in depth of a lot so as to form two (2) or more lots.

It is further understood and agreed by this modification that existing dwellings may be maintained on the following three (3) parcels of land, which do not conform to the standard set forth in this modification agreement, and which are specifically described as follows: Lot 1, Block 1, and the south half of Lot 2, Block 1, Frost Woods; Lot 3, Block 2, and a south portion of Lot 4, Block 2, Frost Woods; and Lot 8, Block 3, First Addition to Frost Woods.

It is further understood and agreed by this modification that a dwelling may be erected, subject to all of the provisions of the original agreement of the Frost Woods Homes Association, dated June 12, 1935, and recorded December 26, 1935, on any one of the following three (3) parcels of land, which do not conform to the standards set forth in this modification agreement, and which are specifically described as follows: Lot 1, Block 4; Lot 7, Block 3; and Lot 8, Block 8; all in the First Addition to Frost Woods. The provisions of this paragraph shall apply only to the three (3) parcels of land specifically described herein.

It is further understood and agreed that by this modification agreement and the language set forth above that it is the intent of the members of the Frost Woods Homes Association who have appended their signatures to this modification agreement that this language be substituted for the language presently in the agreement dated June 12, 1935, and recorded December 26, 1935, numbered Section FIFTEENTH (1) Paragraph Tenth and that the foregoing language be substituted so that it becomes the language of Section FIFTEENTH (1) Paragraph Tenth and that the foregoing language be substituted so that it becomes the language of Section FIFTEENTH (1) Paragraph Tenth as amended and modified by this modification agreement thus completely replacing the language as it appears in the agreement dated June 12, 1935, and recorded December 26, 1935, and rendering it null and void and of no effect. "

Section 8 (2) of the Frost Woods Homes Association Agreement is hereby modified and amended to provide as follows:

"The terms of this agreement may be modified at any time by the written consent of the owners of three-quarters of the assessed value, as well as the owners of three-quarters of the net acreage, of all of the real estate subject hereto, evidenced by agreement duly acknowledged and recorded in the office of the Register of Deeds for Dane County, Wisconsin.

It is further understood and agreed that it is the intent of this modification agreement to eliminate and declare null and void and of no effect any procedure for amendment, change or modification which is set forth in the original agreement of the Frost Woods Homes Association dated June 12, 1935, and recorded December 26, 1935, that is in any way contrary to and in conflict with the requirement set forth in this modification agreement which requires the written consent of the owners of three-quarters of the assessed value, as well as the written consent of the owners of three-quarters of the net acreage, of all of the real estate subject to the original agreement and this modification. It is the intent of this paragraph to make any and all methods, procedures and formulas, set forth in the original agreement of the Frost Woods Homes Association dated June 12, 1935, and recorded December 26, 1935, conform to the above requirement. "

In all other respects the terms and conditions of the Frost Woods Homes Association Agreement dated June 12, 1935, and recorded in the office of the Dane County Register of Deeds on December 26, 1935, and which appears in Volume 117 of Miscellaneous, page 384, as instrument No. 579676, is hereby reaffirmed and approved.

IN WITNESS WHEREOF, the undersigned owners of the real estate subject to the terms and conditions of the Frost Woods Homes Association Agreement have hereunto set their hands and seals to the foregoing modification agreement on the day and year which appears alongside their signature and/or signatures.

LEGAL OPINION RE ENFORCEABILITY OF THE FROST WOODS
AGREEMENT

The following excerpts are taken from a letter addressed to the Frost Woods Homes Association by Attorney James H. Wegener (now deceased), dated March 27, 1954, in response to inquiries which had been made by the Association:

"5. Your fifth question inquires as to the enforcement of building restrictions by injunction.

I do not think there is any question here. The Frost Woods Homes Association can enforce the restrictions by injunction. This is strictly a matter of contract to which each property owner has voluntarily assented by execution of the original Agreement or by accepting title subject to the Agreement. Our courts will enforce such contracts.

In this regard it is to be pointed out that the provision regarding injunction is much more specific and detailed than the similar provision in the Nakoma Homes Company Agreement. The enforcement of the building restrictions in the Nakoma Homes Agreement has been challenged just once since 1920, and in that instance the Circuit Court for Dane County sustained the validity of the Agreement and granted the injunction requested.

I believe the provisions of the Frost Woods Homes Association Agreement were drafted after that litigation and with the experience of that litigation in mind. Certainly the provisions of the Frost Woods Homes Association Agreement present a stronger case to support a request for an injunction than the Nakoma Homes Agreement. "

"2, Your second question is in regard to the validity of Subsections 4 and 5 of Section 4 of the Agreement which provides for the collection of assessments. Subsection 5 provides that the recording of a list of delinquent assessments in the office of the Register of Deeds shall create a lien on the delinquent properties for the amount of the assessment.

This portion of the Frost Woods Homes Association Agreement follows the exact wording of the Nakoma Homes Agreement which has been in operation since 1920. The Nakoma Homes Company has never brought suit to enforce collection of an assessment. It has from time to time recorded its list of unpaid assessments as liens on the delinquent properties. The validity of its assessments has never been questioned, and the validity of the liens created by the Agreement has never been challenged.

I am of the opinion that assessments levied under the terms of your Agreement are valid and enforceable at law. "

RACIAL RESTRICTION CLAUSE VOID

Section 15 (1), Paragraph FIFTH of the Frost Woods Homes Association Agreement, dated June 12, 1935, states:

"No lot or parcel of land hereby conveyed shall be conveyed to, owned or occupied by any other than members of the Caucasian race. "

In response to an inquiry addressed by the Association to Attorney James H. Wegener (now deceased) with reference to this racial restriction clause, Mr. Wegener stated in a letter dated March 27, 1954:

"Under our present law (United States Supreme Court decision) this clause is void and inoperative. "

The minutes of the 1954 annual meeting of the membership of the Association state that Mr. Wegener advised the Association that "the nullification of this regulation does not prejudice the validity of other restrictions. " Furthermore, the Agreement specifically provides, in the last sentence of Section 15 (2), as follows: "The termination of any of the above restrictions in the manner provided shall in no way alter restrictions not so terminated. "

In order to make the stand of Association with regard to the racial restriction clause perfectly clear the matter was taken up at the 1954 annual meeting and voted upon. The following paragraph is excerpted from the minutes of that meeting:

"It was moved by Mrs. Taylor and seconded by Mrs. Pooley that the meeting of the Association go on record as annulling the restriction in the Frost Woods Agreement concerning race. The restriction is Section 15, Item (1), Provision FIFTH. Motion carried. "

There is no question, therefore, that under the law of the land, affirmed by positive action by the Association membership, the racial restriction clause in the original Frost Woods Agreement is now null and void.

At the annual meeting of the Frost Woods Homes Association held April 9, 1956, it was voted to have the Board of Directors revise the architectural regulations and present them to a special meeting of the Association.

The special meeting was held May 28, 1956, at which time the following statement was adopted.

STATEMENT OF THE FROST WOODS HOMES ASSOCIATION ON THE ARCHITECTURAL DEVELOPMENT OF FROST WOODS

This document supersedes and replaces the statement of the Frost Woods Homes Association dated June 8, 1939.

To carry out the intentions of section 15, subsection (1), paragraph ninth of the Frost Woods Homes Agreement, it is affirmed that:

1. Houses built in Frost Woods shall show adequacy of architectural design.
2. They shall be in harmony with the exterior of houses in the immediate locality.

To accomplish these goals, the following actions are recommended by the Board of Directors for adoption at a special meeting of the Association to be called for the purpose.

Action 1. The Association does hereby reappoint Allen J. Strang the Architectural Expert for the Association to serve until such time as he requests to be relieved or is relieved by the Board of Directors.

Action 2. The Association hereby creates a Standing Committee on Architectural Standards, whose duty shall be to carry out the architectural restrictions implicit in section 15, sub-section (1), paragraph ninth, of the Frost Woods Home Association Agreement.

This committee shall consist of three members. At the special meeting adopting this action, three members shall be elected by the association: the first to serve for three years, the second for two years, and the third for one year, or until the next annual meeting of the Association. Thereafter, at each annual meeting the Association shall elect one member to replace the retiring member of this standing committee. The committee shall elect its own chairman, who is to be empowered to take action on all matters relating to the work of the committee.

Action 3. The application to build on property in Frost Woods shall from the date of this action forward be

as follows:

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a) The applicant shall submit to the chairman of the Standing Committee on Architectural Standards a floor plan, a plan or sketch of the exterior, and a lot diagram showing the placement of the building on the land.

b) The Chairman of the Architectural Committee shall submit the plans and diagrams to the Architectural Expert for his approval, or for corrections if needed.

c) When the plans and diagrams bear the approval of the Architectural Expert as indicated by his signature thereon, the Chairman of the Architectural Committee shall designate five members of the Association to inspect the plans and diagrams. Generally, this group of five members will consist of three whose land is contiguous to that of the applicant, the member whose home faces the lot of the applicant, and one other to form a committee of five. When possible this group shall meet together, but it will be the responsibility of each person designated to attend the meeting or otherwise to inspect the plans.

d) Within forty-eight hours of the time of the meeting called by the Chairman of the Architectural Committee each designated person shall sign the plans or lose his vote. He will write "approved" or "not approved" with his signature. If "not approved" he should itemize his objections to the Chairman of the Architectural Committee. When there are three or more approvals, the Chairman of the Architectural Committee shall immediately notify the applicant that he may proceed with his construction.

e) To avoid hasty action the applicant shall allow one full week from the time of submitting his plans and diagrams in proper order until the report of the Committee is made.

Action 4. The Chairman of the Architectural Committee shall retain the plans and diagrams which have been submitted and approved, and shall inspect, or delegate a member of the committee or of the association to inspect the approved building during construction. He shall take immediate action to correct deviations or violations of the approved plans, reporting at once to the President of the Frost Woods Homes Association if action by the Board of Directors should become necessary.

HISTORY OF THE FROST WOODS HOMES ASSOCIATION

BY ROBERT C. POOLEY

SECRETARY, 1936 to 1956

The beginnings of the Frost Woods Homes Association date from an informal meeting at the home of Mr. and Mrs. Hamilton Beatty in the early fall of 1935. It is thought that, in addition to the Beattys, there were Mr. and Mrs. Wright Thomas, Mr. and Mrs. Ray Owen, possibly Mr. and Mrs. Paul Fulcher, and Mr. and Mrs. Robert Pooley. The discussion at this meeting was, "What might be done to make the Frost Woods Area a distinguished home dwelling area, to carry out plans of architectural design that would enable it to grow in an attractive way and to exercise such police powers as would prevent the erection of unsuitable and unsightly buildings." From the beginning Mr. Beatty had a strong feeling that this community could be made quite distinctive and unique as an architectural development. He wrote, "It is the aim of the Frost Woods Homes Association to promote a harmony of architectural expression which will give distinction to the whole and which will give to each home builder protection against harmful diversity, similarity, or duplication in the exterior design of other houses erected in the neighborhood, to the end that the property values of the community shall be preserved."

The outcome of this informal meeting was the decision to engage an attorney to draw up proper articles, first of all the Frost Woods Agreement, itself, then articles of incorporation and everything else that would be needed to form an association whose purpose was to carry out the intention of the owners. Such papers were drawn up by Attorney James J. McDonald of Madison. The Articles of Incorporation were signed on the 26th of December, 1935, by Ray S. Owen, Wright Thomas, and Hamilton Beatty.

The first meeting of the Frost Woods Homes Association was held at the office of Attorney McDonald on January 20, 1936. At this meeting the corporation was legally organized, articles of incorporation and bylaws were adopted, and the first directors of the association were elected. They were: Ray S. Owen, Wright Thomas, Hamilton Beatty, Robert C. Pooley, and Nels J. Johnson.

It is appropriate to make some special mention of Mr. Johnson. He and his wife Lily jointly owned practically all of Frost Woods. He was not merely a land-owner with land to sell. He and Mrs. Johnson were distinctly interested in the Woods as a fine place for the development of a home community. Consequently, they made many generous arrangements with home owners to purchase land on easy terms, and at a later date they made available to the residents of the community the remaining land of the area so that

it could all be kept under one control. Later, as more of his land was sold, Mr. Johnson withdrew from active participation in the association.

The first members of the association were: A. D. Winspear, Ray S. Owen, Wright Thomas, Hamilton Beatty, Robert C. Pooley, Frederick Bruns, Paul M. Fulcher, E. A. Thomas, Lillian J. and Nels J. Johnson. Immediately after the first meeting of the Association on January 20, 1936, the first meeting of the Board of Directors came to order. The terms of the directors were decided and the first officers were elected. They were: President, Wright Thomas; Vice President, Nels J. Johnson; Secretary-Treasurer, Robert C. Pooley. At this meeting the official seal of the Association was adopted, the first committee on architectural design for the control of exterior of buildings was formed and the architectural firm known as Planning Associates was appointed. This firm was a partnership of Messrs. Hamilton Beatty and Alien Strang. Alien Strang has served continuously as architectural adviser to the Frost Woods Homes Association since its founding. All of the services that he has rendered have been entirely voluntary and the Association is deeply in his debt for his work.

The first annual meeting of the Association was held on April 13, 1936, at the Ray S. Owen residence. It is worthy of note that the Owens offered the hospitality of their house to the Association for meetings and that nearly all subsequent meetings of the Association have been held there except when the Owens were away from home. At this first meeting a resolution was passed to request the authorities to hard-surface the road then known as Woodlawn Boulevard, today known as Winnequah Road. All that was asked was a short strip of surfacing to cover the main part of the Frost Woods area.

During 1937, the Frost Land Corporation was formed with the purpose of purchasing blocks of land adjacent to the Frost Woods Area for future sale. At a special Meeting of the Association on December 22, this land was offered to the Frost Woods Homes Association to be placed under the same agreement as the original land held at the formation of the Association, including the application of the architectural restrictions. A special report of the architectural committee was presented, discussed, amended and finally adopted. The statement as amended and adopted is as follows:

1. Policy concerning the exterior design of houses. To further this aim of consistent architectural development, the Frost Woods Homes Association instructs the Board of Directors and the architectural expert (provided for in Section 15, sub-section 2, paragraph nine of the Agreement) to encourage such exterior designs as will:

1. Be in harmony with the exteriors of houses erected in the immediate locality.

2. Show distinction of architectural design. It is the belief of

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the Association that these objectives will best be obtained by the employment of an architect to design individually the exterior of each house.

The Association further instructs the Board of Directors and the said architectural expert to encourage designs having the following general characteristics:

1. Roofs that are flat or that are low pitched.
2. Exteriors that show a straight forward use both of material and of detail, avoiding extraneous details and features.
3. Exteriors that reflect, in general, planning for use as opposed to the reproduction of a traditional architectural style.

However, nothing contained in this section shall be construed as prohibiting the building of other architecturally sound type of houses.

In April, 1938, at the third annual meeting, the revised petition of the Frost Land Corporation was accepted, taking the 40 acres of that Corporation into the Frost Woods Homes Association. This gift to the Association was made by Hamilton Beatty, Walter Fredrickson, Wright Thomas, Ray Owen and Robert Pooley. The terms of the gift were that this land was to be held in perpetuity by the Association as a park for the members. The purpose of the gift was to avoid the sale of this land and its use for dwelling or any other public purpose but to keep it as a private park. At this meeting, also, mention was first made of the formation of the Village of Monona of which Frost Woods would form a part.

In 1939 an interesting point came up. A prospective purchaser of land requested permission to erect a garage on his property to be used temporarily as a place of residence prior to the completion of his house. A vigorous discussion of this situation took place and the request was denied on the grounds that the occupancy of a partial or temporary structure as a residence is contrary to the best interests of the development of Frost Woods.

At a special meeting of the Association in June, 1939, the interpretation of the architectural specifications was reviewed and the sentence "The interpretation of harmony shall be arrived at by consultation with the five members of the Association owning parcels of land nearest to the property in question" was added. The real estate people soon withdrew from the sale of lots and left it pretty much to personal sale. Shortly, Mrs. Johnson made possible the purchase of the remaining lots to members of the Association.

The minutes of the Association, up to April 1942, when the seventh annual meeting of the Association met, show only routine business performed at the annual meetings. At the meeting in 1942, Mr. Owen made the proposal that the Frost Woods Homes Association buy two lots, one of which contained a famous panther mound, to be used for a park by the Association. It was suggested that possibly the Archeological Society of Madison might take over the park by a deed in order to preserve this panther mound. Later, the matter of the purchase of these lots for the creation of a park was discussed further and it was decided to reject the offer of the Frost Land Corporation to sell these lots to the Frost Woods Homes Association as a park. There was also a discussion of the possibilities of the use of Frost Island and the feasibility of building a bridge to the island with some clearing of the island for making a more practical park. A committee was appointed to arrange a 4th of July work day on Frost Island where members would help put the island into better condition for use.

Members of the Association will be amused to know that in April, 1943 a motion was passed permitting the Board of Directors to allow the construction of shelters for food livestock (animals and poultry) in conformance with the village ordinances, for the duration of the war plus six months. So far as the records show, no such structures were put up. However, for some time Professor Owen had a herd of sheep on Frost Island.

For some time there was an active desire on the part of the members of the Association to build a tennis court which might be used. Ultimately the great expense of building and maintaining such a court made the project seem impractical.

The reference in the minutes of several years to the desire for the posting of no-hunting signs indicates that free shooting by hunters over the land of the Frost Woods area was quite common at this period. Provisions for recreation and amusement, especially for the children of the area, appear in all the annual minutes. Sand was purchased for the beach, work done to remove trees, a dock was created and put up and taken down each year. At the 1947 meeting, action was taken for the erection of a basketball court on the road end of the park lot. It was in this year that definite plans were made for the creation of a bathing beach. At first the Island was discussed as a possibility but the problem of getting to it was insurmountable. Consequently, it was decided to develop the park lot as a community bathing beach. A special vote of thanks was extended to Mr. and Mrs. Ray S. Owen for the hospitality of many years in allowing the members of the Association to use their beach for swimming. Also, at this meeting the offices of secretary and treasurer were separated.

In 1948 the Association requested street lights at the principal corners of the area. The first request was for a light at Drescher's corner and at the intersection of Frost Woods Road and Winnequah Road.

By 1949, a basketball court had been completed, the development of a new baseball field was under way. In 1950 and 1951 there was special emphasis on the building of a proper swimming pier on the park lot and a work Sunday was held for all interested members to help with the construction of the pier.

Because of questions which had come up from time to time regarding the restrictions on frontage for the building of a house, the Board of Directors, in 1951, wrote to the land owners as follows:

..... It is deemed advisable to call to your attention the fact that by mutual agreement of present owners no single lot has been sold for residential building in the Frost Woods areas for a period of over fifteen years. Part of the attractiveness of Frost Woods and consequent value of its lots lies in the two-lot and three-lot frontages which characterize the community. Numerous offers for sale of single lots have been refused to maintain this principle.

The Board of Directors requests that you assist in preserving this valuable feature when offering your property for sale. Parcels of two adjacent lots should be sold as one piece, with the agreement that one building will be erected on the parcel. Three lot parcels should, if possible, be sold as one piece with the same agreement. Because of the cost of so large a piece, however, it is agreed by the Directors that a three-lot parcel may be if necessary divided into two equal parts, provided that each part so divided maintain a minimum frontage of seventy-five (75) feet.

Since this principle of large area building sites has given Frost Woods its distinctive character, and has been maintained by the owners of the property at a personal sacrifice for the good of the community, we feel sure of your cooperation in maintaining the two-lot front, or the minimum frontage of seventy-five feet.

About 1950 an athletic field had been created by the lending of land owned by some members of the Association, to create a park that the children could use for baseball and other athletic activities. In 1952, a proposal was made that the land used in this manner as a ball park might be made a permanent park, perhaps under the control of the village. A committee was formed to study this proposal. The owners of the land were contracted to determine at what price they would be willing to sell their respective interests. All of them very generously expressed a willingness to convey their interests to the village for the amount they had actually invested, which

at this time was only a small fraction of the present value of the land. To secure the purchase of these properties to form the park, half of the purchase price was contributed by the Ray Owens and the other half was appropriated by the Village of Monona. Therefore, in July, 1952, deeds to the land were taken in the name of the Village and placed on record. Each deed contains the condition that the land must be used as a public park and play ground, thus insuring its permanent use for that purpose. Each deed also contains a condition that the tract must be designated "Frost Woods Playground. " It was further recommended that the Frost Woods Association purchase and erect at the playground a suitable plaque, upon which shall be inscribed the name of the playground, the names of the owners who deeded the land to the village, and the names of those who donated money for the acquisition.

In 1954, certain questions about the application of the Frost Woods rules and restrictions to land having been raised, Attorney James H. Wegener was consulted concerning the Frost Woods Association agreement and its application to these lands. He stated that the restrictions, as now worded, would hold and could be applied and that the penalties would very likely be upheld by a court,

In 1954, also, Col. Owen offered to present to the Frost Woods Homes Association with certain stipulations, a piece of land known as the Panther Mound. It was decided not to accept his generous offer because of the responsibilities involved. It was further decided, however, that the present beach lot, which bore no name, be given the name of Ray S, Owen Beach and the Village Board was asked to make this name official on the records of the Village.

At a special meeting of the Board of Directors in May of 1954, a resolution was passed permitting the construction of a church on the property purchased by St. Stephens Evangelical Lutheran Church.

At the annual meeting of April 1955, a bronze plaque, listing the donors of the land for the Frost Woods Playground, was shown to the group. Mr. Robert Kau offered to erect a suitable base and drinking fountain pedestal for the installation of this plaque. The pedestal and fountain were completed in 1956.

At the annual meeting of 1956, there was considerable discussion of the regulations concerning the architectural development of Frost Woods. A committee was formed to study the regulations and to prepare a new report which was to be sent out with a call to a special meeting at which it could be discussed and acted upon. At the special meeting May 28, 1956, a new statement of architectural development was presented, adopted and sent to all members of the Association. In addition, a standing committee on architectural standards of three members was elected at the special meeting. It

consists, at present, of R. C. Pooley, E. A. Thomas and J. A. Supernaw.

In the annual meeting of 1956, Mr. Pooley having served the Association for 20 years as secretary, requested to be relieved and Mr. Donald Russell was named secretary at the next meeting of the Board of Directors.

There are, at present, approximately 95 families in the Frost Woods area. An active sewing circle meets weekly at the homes of the various members but the actual amount of sewing accomplished is open to question. The Association is headed by a Board of Directors of five members who elect their own officers. The annual meeting is held in April, usually at Nichols or Maywood School.

SPECIAL NOTICE TO MEMBERS OF THE
FROST WOODS HOMES ASSOCIATION
REGARDING "FROST ISLAND"

On April 9, 1962 at the Annual Meeting of the Association, the newly-elected Board of Directors was charged with investigating the present condition of the Island owned by the Association and seeking expert advice concerning its maintenance. The Board was further directed to recommend to the full membership of the Association a permanent policy relating to the use and maintenance of the Island. Final decision in this matter is to be made by vote of the members.

On May 12, 1962, the full Board, accompanied by Mr. John Storer whose expert forestry advice had been requested, met with the owners of lots facing the Island. The Island was visited, its condition studied and discussed with Mr. Storer and the lot owners. Afterward, the Board met and unanimously approved the following Resolution for presentation to the membership:

BE IT RESOLVED,

1. That the Island owned by the Association be kept in perpetuity as a wilderness area and wildlife refuge, as well as a recreational area for the sole use of members of the Association. (The original donors gave the Island to the Association to be held in perpetuity, precluding its transfer at any future date to the Village of Monona.)

2. That the Board of Directors be authorized to engage the services of an attorney to draw up a document to supplement the deed, so that the aforesaid restriction shall be recorded to run with the land.

3. That no clipping, cutting, or removal of trees or brush be permitted, except by the express authorization of the Board of Directors, or a representative authorized by the Board. That cutting, etc. authorized by said Board shall be for the sole purpose of maintaining the Island in a managed state, thus encouraging the growth and renewal of trees and foliage; that the discretion given the Board under this provision shall be limited by the following specifications:

- a. Foliage and underbrush may not be cut lower than six feet.
- b. No trees may be removed unless dead or diseased (this provision shall apply to young saplings).
- c. Trimming of tree branches shall be restricted to those above six feet from the ground; but no such trimming shall be done

higher than fifteen feet from the ground.

- d. All clipping, cutting, trimming, etc. shall be done only under the supervision of the Board, or its designated representative. Such representative shall be expert in or well versed in forestry maintenance.

4. That the Board of Directors shall be charged with the duty of seeing that any violation of these restrictions is prosecuted in the Courts to enforce the rights of the Association.

5. That the provisions of this motion shall take effect, upon the affirmative vote of the membership of the Association, on July 1, 1962. The membership subsequently approved this Resolution by mail ballot.

Alvin L. Berman Secretary

REPORT OF THE COMMITTEE FOR THE ACQUISITION OF FROST WOODS
PLAYGROUND

At the 1952 annual meeting of the Frost Woods Homes Association, a committee consisting of Ed Thomas, Ray Owen and Al Brandt was appointed to investigate the possibility of acquiring as a public park the lands lying along Frost Woods Road which for many years had been used by the residents of the Frost Woods area as a ball field and for other public activities. It was pointed out that increasing land values and the imposition of special assessments for sewer, water and streets might result in the owners disposing of the lands in question and that as a result the tract would be permanently lost for public use.

At the first meeting of the committee Mr. Owen disqualified himself from acting as a member for the reason that he intended to donate a part of the purchase price for the land.

Mr. Thomas and Mr. Brandt then proceeded to contact Mrs. Ednah Thomas, Mr. and Mrs. Robert Pooley, Mr. and Mrs. Alien Strang, and Mr. and Mrs. Hamilton Beatty, the owners of the land, to determine at what price they would be willing to sell their respective interests. All of them very generously expressed a willingness to convey their interests to the village for the amount they actually had invested which was only a small fraction of the present value of the land.

Half of the purchase price was contributed by Mr. and Mrs. Ray S. Owen and the other half was appropriated by the village board.

Accordingly in July, 1952, deeds to the land were taken in name of the village and placed of record. Each deed contains the condition that the land must be used as a public park and playground, thus insuring its permanent use for that purpose. Each deed also contains the condition that the tract must be designated the "Frost Woods Playground".

The dimensions of the tract are roughly 344' x 250' and it contains a little over 2 1/2 acres.

It is the recommendation of your committee that the Frost Woods Association purchase and erect at the playground a suitable plaque upon which shall be inscribed the name of the playground, the names of the owners who deeded the land to the village, the names of those who donated money for the acquisition, and a statement that the playground was made possible through the generosity of those owners, and donors.

Respectfully submitted,

Albert E. Brandt and E. A. Thomas

OWEN PARK (Beach)

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1. Adequate lifeguard service
2. Emergency telephone facilities
3. Swimming instruction program
4. Protective barrels and ropes
5. Police patrol boat enforcement of motorboat speed limits
6. Bacteriological analysis of water
7. Pollution of Lake Monona caused by Gas & Electric Company influx of hot water during winter to be abated,
8. Drinking fountain
9. Toilet facilities
10. Picnic and trash facilities
11. Maintenance of beach sand and bottom of swimming area
12. Blacktop parking lot
13. Winter use as an ice-skating area

These are some of the goals the Association seeks through the cooperation of the Village of Monona, which owns the beach property and operates it as a public facility.

The Association strongly believes that Owen Park should remain permanently a bathing beach for children and adults, and will oppose any move to discontinue such use, or to convert the park to a boat launching facility, with vigor.

ARTICLES OF INCORPORATION

KNOW ALL MEN By these presents, that the undersigned, adult residents of the State of Wisconsin, have associated, and do hereby associate themselves together, for the purpose of forming a corporation under Chapter 180 of the Wisconsin Statutes.

ARTICLE FIRST. The business and purpose of such corporation shall be:
To create and maintain a permanent, highly desirable home community as more particularly set forth in a certain agreement recorded in the Office of the Register of Deeds for Dane County, Wisconsin as Document Number 579676 on the 26th day of December, 1935, a copy of which is attached to the original articles of incorporation filed with the Secretary of State, there being no copy attached to the verified copy to be recorded with the Register of Deeds of Dane County, Wisconsin, for the reason that the original is already on record in that office and is referred to herein.

ARTICLE SECOND. The name of said corporation shall be FROST WOODS HOMES ASSOCIATION and its location shall be in Town of Blooming Grove, Dane County, Madison, Wisconsin.

ARTICLE THIRD. The corporation shall be non- stock and no dividends or pecuniary profits shall be declared to the members thereof,

ARTICLE FOURTH. The general officers of said corporation shall be a President, Vice-President, Secretary and Treasurer, and the Board of Directors shall consist of five (5) members. Directors to be elected as follows: One for a term of one year, two for a term of two years, and two for a term of three years.

ARTICLE FIFTH. The principal duties of the President shall be to preside at all meetings of the members and the Board of Directors and to have a general supervision of the affairs of the corporation.

The principal duties of the Vice-President shall be to discharge the duties of the President in the event of absence or disability, for any cause whatever, of the latter.

The principal duties of the Secretary shall be to countersign all deeds, leases and conveyances executed by the corporation, affix the seal of the corporation thereto, and to such other papers as shall be required or directed to be sealed, and to keep a record of the proceedings of the Board of Directors, and to safely and systematically keep all books, papers, re-

ords and documents belonging to the corporation, or in any wise pertaining to the business thereof.

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The principal duties of the Treasurer shall be to keep and account for all moneys, credits and property, of any and every nature, of the corporation, which shall come into his hands, and keep an accurate account of all moneys received and disbursed, and proper vouchers for moneys disbursed, and to render such accounts, statements and inventories of moneys received and disbursed, and of money and property on hand, and generally of all matters pertaining to this office, as shall be required by the Board of Directors.

The Board of Directors may provide for the appointment of such additional officers as they may deem for the best interests of the corporation.

Whenever the Board of Directors may so order any two offices, the duties of which do not conflict, may be held by one person.

The said officers shall perform such additional or different duties as shall from time to time be imposed or required by the Board of Directors, or as may be prescribed from time to time by the by-laws.

ARTICLE SIXTH. The officers shall be elected by the Directors, who shall first be elected by the members of said corporation.

ARTICLE SEVENTH. The method and conditions upon which members shall be accepted and discharged or expelled shall be as follows:

The members of said corporation shall be owners, whether individual or corporate, of real estate within said Town of Blooming Grove, who have subscribed to the agreement referred to in Article First. Owners of the equitable title to real estate under a land contract of purchase shall be deemed to be owners for the purpose of this agreement. At all meetings of the corporation each member, who shall not be in default in the payment of any assessments, shall be entitled to one vote for each \$100 or fraction thereof, of assessed value of real estate owned by him which is subject to the terms of this agreement, excepting that Lillie J. Johnson or N. J. Johnson, or both, their heirs, executors and administrators (hereinafter called "THE JOHNSONS") shall not be entitled to

membership or to vote under the foregoing regulations. Instead, they shall be entitled to one membership collectively so long as the corporation shall remain in existence, and shall collectively be entitled to one vote for each \$100 or fraction thereof of assessed valuation of real estate owned by them,

subject to this agreement, and not sold on land contract, but shall never be entitled to votes in excess of the number of votes granted by this agreement to any other member owning re'al estate of an assessed valuation of \$10, 000, but shall always be entitled to fifty votes whether or not they own land subject to this agreement.

ARTICLE EIGHTH. These articles maybe amended by resolution setting forth such amendment or amendments adopted at any meeting of the members by a vote of at least one-half of all the members of said corporation.

ARTICLE NINTH. The names and residences of the persons forming this corporation are:

Ray S. Owen	residing at	Town of Blooming Grove
C. W. Thomas	residing at	Town of Blooming Grove
Hamilton Beatty	residing at	Town of Blooming Grove

Post Office address for all of above City of Madison, R. F. D.

IN WITNESS WHEREOF, We have hereunto set our hands, this twenty-sixth day of December A. D. 1935.

Ray S. Owen

C. W. Thomas Hamilton Beatty

BY-LAWS

FROST WOODS HOMES ASSOCIATION

1- ANNUAL MEETINGS OF MEMBERS

A meeting of the members shall be held annually, at the residence of Ray S. Owen, in the Town of Blooming Grove, Dane County, Wisconsin, at 8:00 P. M. , on the second Monday of April, beginning with 1936, and thereafter for the purpose of electing directors and for the transaction of such other business as shall properly come before the meeting. The directors may designate some other place and hour at which the annual meeting shall be held, but the call and notice of such meeting shall clearly show such change.

2. NOTICE

A written, or printed notice of such meeting shall be mailed to each member at least ten days prior to the time of such meeting, at the address appearing on the records of the company.

3. ADDRESSES OF MEMBERS

Each member shall send his address to the Secretary of the FROST WOODS HOMES ASSOCIATION, and promptly notify the Secretary of any subsequent change in such address.

4. ORGANIZATION

The President, and in his absence, the Vice-President, and in the absence of both, any member or proxy for a member may call meetings of members to order, but a Chairman chosen by the members present shall act as Chairman thereof. The Secretary of the corporation shall act as Secretary of all meetings of the members. In his absence, the presiding officer may appoint any member to act as Secretary.

.5. QUORUM

A majority of all votes provided for in Article VII of the Articles of Organization, represented in person or by proxy, shall constitute a quorum at all meetings of members.

6. ADJOURNMENT

If at any annual or special meeting a quorum fails to attend in person or by proxy, a majority of the votes represented at such meeting may, after

the lapse of an hour, adjourn the meeting from time to time until a quorum does attend, and thereupon any business may be transacted that might have been transacted at the meeting as originally called, had the same been held. Notice of any adjourned meeting shall be mailed to each member at least five days prior to the time of such meeting; provided that meetings at which a quorum is present may adjourn from time to time, as they see fit.

7. VOTING

Voting may be viva voce, or by roll call, but upon demand of any three members or proxies for members, any vote shall be by ballot. All ballots shall be received and counted by three tellers, who shall be appointed by the presiding officer of the meeting by and with the consent of a majority of the votes represented, and who shall certify to the returns.

8. PROXIES

All proxies shall be in writing, duly signed, and may be made to and voted by persons other than members of the corporation, but no proxy shall be valid if made more than two months prior to the time of the meeting at which it is attempted to be used. At meetings of members, all proxies shall be taken in charge by the Secretary.

9. SPECIAL MEETINGS

Special meetings of the members for any purpose may be held whenever called by the Board of Directors, either by written instrument signed by a majority, or by the vote of a majority, and shall be called whenever members entitled to cast ten per cent of the total votes provided for in Article VII of the Articles of Incorporation make application thereof, in writing, to the President or Secretary, stating the object of such meeting; provided, that if the Directors of the Association fail, or refuse to act, notice of such meeting may be given by members entitled to cast ten per cent of the authorized votes.

Business transacted at all special meetings shall be confined to the objects stated in the call and matters germane thereto.

10. NOTICE OF SPECIAL MEETINGS

Notice of each special meeting of members, stating the time, place and purpose thereof, shall be given in the manner prescribed for giving notice of annual meetings.

11. ORDER OF BUSINESS

The members may determine the order of business at their meetings.

12. LIST OF MEMBERS AND VOTES

At each meeting of the members, a full, true and correct list of all the members entitled to vote at such meeting, with the number of votes to which each is entitled, certified to by the Treasurer, shall be furnished by the Treasurer for use at the meeting.

13. EVIDENCE OF OWNERSHIP

Transfer of Ownership of any part of the land subject to the Frost Woods Homes Association Agreement may be evidenced by registering with the Treasurer of the Association an affidavit setting forth the date on which the transfer was made, the name and address of the grantee in the instrument by which transfer was made, and, if such instrument is recorded, the volume and page in which recorded. In the absence of such registration the person in whose name a parcel of land is listed on the records of the Association shall be considered the owner of such parcel for purposes of these By-Laws.

14. ASSESSMENT

The assessment which is provided for in the Frost Woods Homes Association Agreement shall be made by the members at the annual meeting, or at a special meeting called for that purpose. The Board of Directors shall make a recommendation to the members for the assessment at all meetings at which an assessment is to be made.

15. WAIVER OF NOTICE

Any member or Director may, in writing, waive any notice required by these By-Laws to be given him, and attendance at any meeting shall be considered to be a waiver of notice for such meeting.

BOARD OF DIRECTORS

16. TERM

Each Director shall serve during the term for which he was elected, and until his successor has been elected and qualifies, provided he remains a member of the Association during such time, but he shall cease to be a Director whenever he ceases to be a member, and such vacancy shall be filled by the Directors remaining in office in the manner hereinafter prescribed.

At the meeting at which the first set of five Directors are elected, the members shall decide which two Directors shall hold office for three years, which two for two years, and which one for one year,

respectively.

17. ELECTION

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The Directors shall be elected by the members at the annual meeting of the members, or at a special meeting called for that purpose.

18. GENERAL POWERS OF DIRECTORS

In addition to powers and authorities by these By-Laws expressly conferred upon them, the Board of Directors may exercise all such powers of the Association, and do all such lawful acts and things as are not by statute, or by Articles of Incorporation, or by these By-Laws, directed, or required to be exercised or done by the members, and which are not inconsistent with the terms of a certain agreement known as the Frost Woods Homes Association agreement, and any amendments thereof, duly recorded in the Office of the Register of Deeds for Dane County, Wisconsin.

19. SPECIAL POWERS

Without prejudice to the general powers conferred by the last preceding clause, and the other powers conferred by statute, by the Articles of Incorporation, and by these By-Laws, it is hereby expressly declared that the Board of Directors shall have the following powers, that is to say:

1. To appoint, and, at their discretion, remove, or suspend, such subordinate officers, agents or servants, permanently, or temporarily, as they see fit, and to determine their duties and fix, and, from time to time change their salaries, or emoluments, and to require security in such instances, and in such amounts, as they see fit.
2. To confer by resolution upon any appointed officer of the Corporation the power to choose, remove, or suspend, his subordinate officers, agents, or servants.
3. To delegate any of the powers of the Board in the course of the current business of the Corporation to any standing, or special, committee, or to any officer or agent, and to appoint any persons to be agents to the Corporation, with such powers, including the power to sub-delegate, and upon such terms as they think fit.

20. MEETINGS OF BOARD OF DIRECTORS

Regular meetings of the Board may be held, without notice, at such time and place as shall, from time to time, be determined by the Board.

At all meetings of the Board the presence of a majority of the Directors shall be necessary and

sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any

meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, or by the Articles of Incorporation, or by these By-Laws.

Special meetings of the Board may be called by the President, on two (2) days' notice to each Director, either personally, or by mail or by telegram; special meetings shall be called by the President or Secretary in like manner, and on like notice, on the written request of two Directors.

21. Minutes of any meeting of the Board of Directors, which shall be approved over the signature of all of the Directors, shall be conclusively presumed to be the action of the Board, and conclusive of the regularity of the calling and holding of such meeting.

22. OFFICERS

The Board of Directors, as soon as may be, after each annual meeting of the members, or after any special meeting of the members at which Directors were elected, shall meet and elect, from their own number, the officers provided for by the Articles of Incorporation, and a majority of the whole Board of Directors shall be necessary for the election of each of such officers.

23. VACANCIES AND ABSENCES

If the office of any Director, or of the President, Vice-President, Secretary or Treasurer, or other officers or agent, one or more, becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the Directors then in office, although less than a quorum, by a majority vote, may choose a successor, or successors, who shall hold office until the following regular annual meeting.

24. In the case of the absence of any officer of the corporation, or for any other reason that the Board may deem sufficient, the Board may delegate the powers, or duties, of such officer to any other officer, or to any Director, for the time being, provided a majority of the entire Board concur therein.

25. STATEMENT OF DIRECTORS

The Board of Directors shall present at each annual meeting, and when called for by the members, at any special meeting of the members, a full and clear statement of the business and conditions of the Corporation. The statement presented by them to the annual meeting shall include an

estimate of receipts and expenditures for the ensuing year, and a recommendation for the assessment, as hereinbefore provided.

26. AUDITING COMMITTEE

At each annual meeting an Auditing Committee shall be appointed to audit the books of the Secretary-Treasurer who shall make a complete report of all moneys received, disbursements and assets on hand, and report to the Auditing Committee by the first Monday in April, 1936, and annually thereafter. Such report shall, also, be presented to the next succeeding annual meeting of the members.

27. The principal office of the Corporation shall be at such place as may be designated by the Board of Directors.

28. These By-Laws may be altered, or amended, by a majority of the votes provided for by the Articles of Incorporation, at a regular, or upon notice, at any special meeting, of the members, or by unanimous vote of the Board of Directors at a regular meeting of the Board.

KNOW ALL MEN BY THESE PRESENTS, That the undersigned

_____ and _____,

his wife, whose post office address is _____

being the owners of the following described premises, viz:

do hereby join in and become parties to the Frost Woods Homes Association Agreement, dated June 12, 1935 and recorded December 6, 1935 in the office of the Register of Deeds for Dane County, Wisconsin in Volume 117 of Misc. , Page 384, Document #579676, and do hereby expressly subject their premises above described to all of the provisions, conditions and restrictions of said agreement; and do hereby join in and become parties to the Modification of Frost Woods Homes Association Agreement, dated _____ and recorded _____ in the office of the Register of Deeds for Dane County, Wisconsin in Volume _____, Page _____, Document # _____, and do hereby expressly subject their premises above described to all of the provisions, conditions and restrictions of said modification.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at

_____, this _____ day of _____, 19____,

In Presence Of:

_____ (SEAL)

_____ (SEAL)

STATE OF WISCONSIN)

ss

COUNTY OF DANE)

Personally came before me this _____ day of _____, 19____ the above named _____ and _____,

his wife, to me personally known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

_____, Wisconsin My commission expires

_____.

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- F R O S T W O O D S H O M E S A S S O C I A T I O N

To:

Dear

This letter is to serve legal notice upon you that assessments due the Frost Woods Homes Association are in arrears in the amount stated in the attached statement. It is the obligation of the officers of the Association, under the terms of the Frost Woods Homes Association Agreement which runs with your land, to promptly collect assessments when due. In the past this policy has not been strictly adhered to. Legal counsel has now informed the Board of the Association that Association assessments are as fully enforceable at law as the property taxes levied by the Village of Monona, and the Board has determined to abide strictly by the stipulations of the agreement in the future. The funds collected are utilized or held by the Association for legal defense against violations of the Agreement and for such other purposes as the membership shall determine at each annual meeting in April.

Please pay delinquent assessments for past and/or present years promptly. Under Paragraph 4 of Section 4 of the association Agreement, it is provided that delinquent assessments shall be subject to a surcharge of 10% per annum as penalty. If payment is received by the Association for all assessments in arrears within 30 days of the date of this notice, such interest shall be waived. If such assessments in arrears are not received by such date, the officers of the Association shall, in accordance with Paragraph 5 of Section 4 of the association agreement, cause to be recorded a lien against your property in the amount of your delinquent assessments plus accrued interest at 10% per annum. This lien will effectively cloud title to the delinquent property, with respect to any future sale or financing, until such mechanics' lien shall be released by the Association by the recording of a suitable release with the office of the Register of Deeds, upon receipt of monies due.

For your information, excerpts from the Association Agreement have been reprinted on the attached

sheet. Your cooperation in promptly clearing your account will be appreciated.

Sincerely yours, -.

* Treasurer
Frost Woods Homes Association

Dated: , 19 . •

Excerpts from:

FROST WOODS HOMES ASSOCIATION AGREEMENT

Dated June 12, 1935 . Recorded December 26, 1935 Vol. 117
Misc., Page 384, No. 579676

"GENERAL FUND" Section 4

"(4). Each assessment shall be due and payable on a day to be fixed by the FROST WOODS HOMES ASSOCIATION, and it shall be the duty of the ASSOCIATION, to notify all owners whose addresses are listed with the said Company, on or before that date, giving the amount of assessment, when due, and the amount due on each tract of land owned by them and subject hereto. In the event of the failure of any property owner to pay his assessment on or before thirty days from date when due, then such assessment shall bear interest at the rate of ten percent per annum from the date when due, but if said assessment is paid before the thirty days provided for, no interest shall be charged."

"(5). Within sixty days after the expiration of thirty days from the date when such assessment becomes due, it shall be the duty of the proper officers of the FROST WOODS HOMES ASSOCIATION to prepare and record in the office of the Register of Deeds for Dane County, Wisconsin, a list, containing a description of each tract of real estate upon which the assessment has not been paid, the amount of unpaid assessments, and the name of the owner thereof. Upon the recording of such list, the amount assessed upon each parcel of land described therein shall become a lien on each parcel so described. "

"(6). All delinquent assessments shall be due and payable with each subsequent annual assessment as it becomes due and shall be added to and become a part thereof. Such delinquent assessments may be enforced at the discretion of the FROST WOODS HOMES ASSOCIATION. In such suits, such liens shall be enforced as mechanics' liens are enforced under the laws of the State of Wisconsin. The proper officers of said ASSOCIATION shall by an instrument to be recorded in said Register of Deeds office release any parcel of land from such lien upon the payment by the owner of such parcel of land of the amount of such lien with interest and any costs and expenses that may have been incurred in connection therewith. "

CLAIM FOR LIEN
BY
FROST WOODS HOME ASSOCIATION

WHEREAS, _____
is/are the owner(s) of real estate described as follows, to-wit:

WHEREAS, said aforementioned property and the owner(s) thereof is/are subject to an agreement known as Frost Woods Homes Association Agreement dated June 12, 1935, and recorded December 26, 1935, in Volume 117 of Miscellaneous, page 384 as Document No. 579676, and

WHEREAS, the assessment provided for in Section 4 of said agreement has not been paid by the aforesaid owner(s) pursuant to said Section and said assessment is as of the date hereof delinquent in the amount of _____ Dollars.

NOW, THEREFORE, pursuant to the power set forth in Section 4 of the Frost Woods Homes Association Agreement, said association does by its President and Secretary, hereby claim a lien upon the aforementioned premises in the amount of the aforementioned delinquent assessment.

Dated this day of , 19 .

FROST WOODS HOMES ASSOCIATION

By: _____
President

By: _____
Secretary

RELEASE OF LIEN
BY
FROST WOODS HOMES ASSOCIATION

WHEREAS, pursuant to Section 4, of the Frost Woods Homes Association Agreement, the Frost Woods Homes Association, by its President and Secretary claimed a lien upon the following described premises, to-wit:

WHEREAS, said lien was dated the _____ day of "19____, and recorded on the _____ day of _____, 19____, in the office of the Register of Deeds for Dane County, in Volume _____ of Miscellaneous, page _____ as Document No. _____, and

WHEREAS, said assessment has been fully paid and satisfied.

NOW, THEREFORE, Frost Woods Homes Association, by its President and Secretary does hereby release and discharge said lien of record.

Dated this _____ day of _____, 19____.

FROST WOODS HOMES ASSOCIATION

By: _____
President

By: _____
Secretary

Personally came before me this ____ day of
19 ____ > the above named _____ and
_____ to me known to be the persons who executed the foregoing
instrument and acknowledged the same.

Notary Public, Dane County, Wisconsin

My Commission: — _____

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FROST WOODS HOMES ASSOCIATION RESTRICTIONS IN A NUTSHELL

Architectural Committee, Architectural Expert, and majority of five (5) nearest neighbors must approve plot plan and house plans for new dwellings or improvements to existing dwellings.

Good architectural design, in harmony with exteriors of homes in immediate locality, required.

Each dwelling must be on a parcel of land having at least 75 feet of frontage and an area of at least 10,000 square feet. (No platted lots may be subdivided in depth.)

Any violation of Frost Woods restrictions will be promptly and vigorously stopped by the Association, by means of a court injunction.

The natural and architectural beauty of the area, as well as the economic value of the homes situated in it, can only be maintained by strict enforcement of the Frost Woods Agreement.