

**Amendment to
Declaration of Conditions,
Covenants, Restrictions and
Easements For
Farmington Addition to Walnut Grove
Recorded with the Dane County
Register of Deeds as Document 1468672
in furtherance of its plat recorded
as Document 1467409**

This Amendment to Declarations of Conditions, Covenants, Restrictions and Easements (hereafter referred to as "Amendment") is made this __ day of September, 2020 by the undersigned owners of at least fifty (50%) percent of the local assessed valuation of all Lots subject to the Declaration of Conditions, Covenants, Restrictions and Easement for Farmington Addition to Walnut Grove ("Original Farmington Addition Covenants") as recorded with the Dane County Register of Deeds on May 14, 1976 as Document No. 1468672. (hereafter, "Declarants")

RECITATIONS:

WHEREAS, all but one of the Lots in the Farmington Addition to Walnut Grove and in all seven of the additional plats whose owners belong to the Walnut Grove Homes Association, Inc. (hereafter "Association") have now been developed with either single-family homes, duplex homes or condominiums; and,

WHEREAS, the Original Farmington Addition Covenants are over forty-years old and contain restrictions that conflict with certain covenants recorded as to other recorded plats in Walnut Grove, contain other restrictions no longer deemed desirable by the Association, and contain restrictions and provisions which need to be modernized or clarified to facilitate the efficient and effective operation of the Association, to which all owners in Farmington Addition and the other seven plats are members; and,

WHEREAS, all owners in Farmington Addition and the other seven plats of Walnut Grove (hereafter these eight plats are referred to collectively as “Walnut Grove”) are benefited by the continued viability of the Association, the protections to home values afforded by its Architectural Control Committee, and certain agreed restrictions on the use of Lots and residences in Walnut Grove; and,

WHEREAS, the Board of Directors of the Association (hereafter “Board”) has formally recommended that this Amendment be approved by the Lot owners of all Lots subject to the Original Farmington Addition Covenants; and,

WHEREAS, this Amendment is identical in substantive terms to the seven amendments the Board is recommending be adopted by the Lot owners in the other plats of Walnut Grove whose owners are, by virtue of ownership of their Lots, members of the Association; and,

WHEREAS, the Lot owners whose signature are affixed hereto, being the owners of at least fifty (50%) percent of the local assessed valuation of all Lots subject to the Declaration of Conditions, Covenants, Restrictions and Easement for Farmington Addition to Walnut Grove (“Original Farmington Addition Covenants”) as recorded with the Dane County Register of Deeds on May 14, 1976 as Document No. 1468672 (hereafter “Declarants”) authorize the Board to file this Amendment with the Dane County Register of Deeds over a certification of the Board President that the signatures affixed hereto are the owners of at least fifty (50%) of the local assessed valuation of all Lots in the Farmington Addition to Walnut Grove; and,

WHEREAS, It is the intention of the Declarants that except as expressly amended by the following covenants, the Original Farmington Addition Covenants shall remain in full force and effect; and,

NOW THEREFORE, the undersigned Declarants declare that all Lots in the Farmington Addition to Walnut Grove, which plat was recorded with the Dane County Register of Deeds as Document No. 1467409, which Lots are legally described in Exhibit A, attached hereto and incorporated herein by reference (“Farmington Addition Lots”), will and shall be sold, transferred and conveyed subject to the conditions, covenants, easements, restrictions, assessments, charges and liens hereinafter set forth.

PART A

DEFINITIONS

The following definitions apply to the terms and conditions of this document, beginning with its title above, and continuing down through the signatures appearing below, and, where appropriate, shall

also apply to similar terms used in the Original Farmington Addition Covenants recorded with the Dane County Register of Deeds on May 14, 1976 as Document No. 1468672:

(A) "Amendment" shall mean this document in its entirety, including Exhibits hereto.

(B) "Annual Budget" for the Association shall mean the budget approved at the Annual Meeting of Owners for, among other expenses, the following: (a) effective, consistent and aesthetic year-round maintenance of the Common Property (as defined in subparagraph (I) below), (b) administrative, legal, bookkeeping and banking expenses of the Association, (c) utility charges and taxes; (d) expenses of meetings and social events, (e) newsletters, (f) Association directory of Owners, (g) maintenance of the Association's website, (h) property and other liability insurance, and (i) other reasonable periodic expenses of the Association, including the costs incurred in communication between the Association and its members. The Annual Budget may include an amount reasonably necessary and prudent to serve as a reserve to address the costs of unforeseen expenses associated with the Common Property, including tree removal or trimming for reasons of safety, preservation or infestation, and as a reserve fund to replace wasting assets, including, but not limited to trees and shrubs, lights, and pathways.

(C) "Association" shall mean the Walnut Grove Homes Association, Inc., incorporated on August 14, 1969.

(D) "Board" shall mean the board of directors of the Association pursuant to its most current By-laws.

(E) "By-laws" shall mean the current by-laws of the Association, as adopted and amended from time-to-time, pursuant to the terms therein.

(F) "Chair" shall refer to the chair of the Committee, as it is defined below.

(G) "City" shall mean the City of Madison, a Wisconsin municipal corporation, and as appropriate, any agencies or agents of the City of Madison.

(H) "Committee" shall mean the Architectural Control Committee of the Association, generally described in the Original Covenants and more specifically described in the By-laws.

(I) "Common Property" shall mean all areas within the eight plats of Walnut Grove that are not located within the boundaries of a Lot, and which the Association is obligated to maintain under the terms of the Original Covenants. (See Exhibit B, annexed hereto, for a description of these areas.) These areas include, within limitation by express mention, the following:

- a. Greenways, currently four in number, including landscaping, trees and shrubbery on the greenways located within the eight plats of Walnut Grove;
- b. Paved paths in and between Greenways and between Greenways and public streets;

- c. Lighting located on the Greenways and along paths; and,
- d. Circular shaped and landscaped islands located on streets in Walnut Grove designated as a "Circle" or leading into a cul-de-sac, regardless of street designation.

(J) "Communication" shall mean all manner of communication by and among the Association, its Board, the Committee and the Members of the Association (as defined in Part C below) that is specifically authorized by the By-laws, or the rules established by the Committee.

(K) "Covenants" shall mean the Original Covenants (see definition below in subparagraph Q) as amended, modified, restated or superseded by this Amendment.

(L) "Declarants" shall mean those Owners whose signatures are affixed hereto.

(M) "Elevation," as used in Part E below, on the organization and function of the Committee, shall mean a reasonably detailed drawing or diagram of the vertical plane(s) of the exterior of a building, addition to a building, or any other improvements to a Lot in the Farmington Addition, sufficient to assess the architectural and visual impact of the exterior of the structure. In other parts below, as appropriate from the context in which it is used, "elevation" may refer to the height of a foundation, building, object, grading of a Lot or an easement, in reference to a known height.

(N) "Farmington Addition" shall mean all those lands described in the Plat of the Farmington Addition to Walnut Grove, as recorded with the Dane County Register of Deeds on May 14, 1976 as Document No. 1468672.

(O) "Lot" shall be used herein in the singular and plural form, and shall mean any of the real estate parcels described in any of the eight plats of Walnut Grove except the parcels of Common Property described above in subparagraph I.

(P) "Occupant" shall mean and refer to the occupant of any of the Lots who shall either be an Owner or a lessee holding a written lease for an initial term of twelve (12) months or more. If any lessee seeks to exercise Voting Rights as an occupant, as to any election of the Association, the lessee(s) of any Lot must present a Proxy by the Owner of the Lot ceding voting rights to the lessee(s).

(Q) "Original Covenants" shall mean the Original Farmington Addition Covenants recorded with the Dane County Register of Deeds on May 14, 1976 as Document No. 1468672.

(R) "Owner" shall be used herein in the singular and plural form, and mean the record title holder, whether one or more persons or entities, including trusts, having title to a Lot in one or more of the eight Walnut Grove plats. A person having equitable title to a Lot as a purchaser under a recorded land contract, i.e., the land contract vendee, shall be the Owner rather than the land contract vendor. No person or entity having a security interest in a Lot, whether by judgment, mortgage, lien, or other security instrument shall at any time be considered by the Association to be an Owner. This provision will not preclude an Owner from providing any third party a Proxy to participate in any vote to be taken

by the Association.

(S) "Proxy" shall mean authority, on the form prescribed by the Association, or as otherwise specified in the By-laws of the Association, by which one Lot Owner gives to another Lot Owner, a lessee of the Lot Owner, or other third party, the right to vote for the first Owner's Lot in connection with any Association meeting or other election. Any determination by the Secretary of the Association as to the legitimacy and effect of a Proxy in an election of the Association hereunder shall be final and thus not reviewable by a court of law.

(T) "Special Assessment" shall mean: (a) an assessment levied against all Lots in Walnut Grove on a one-time basis to cover certain annual budgetary shortfalls specified below in Paragraph 28; or, (b) an assessment levied against a specific Lot to recover the costs of any effort, including a lawsuit, to enforce the covenants to which the Lot is subject.

(U) "Voting Rights" shall be used herein in the singular and plural form, and shall mean the right of an Owner to participate in elections of the Association under the effective By-laws. Each Owner shall be entitled to one vote for each Lot owned except that when there is more than one Owner of a Lot, the Lot Owners shall only be entitled to one collective vote for each Lot. There shall be no fractional votes or voting. When there is more than one Owner of any Lot, the vote attributable to such ownership must be cast unanimously by all the Owners of that Lot, or it shall not be considered for any purpose.

(V) "Walnut Grove" shall mean the combined eight plats, including all Lots therein, currently subject to the Association. These eight plats are described on Exhibit C, annexed hereto.

(W) "Writing" or "Written" shall mean not only letters, notes, minutes, applications or other documents on paper, but also electronic communications, such as, but not limited to electronic mail ("e-mail") communications, except as otherwise provided or where inconsistent with the intent of a provision herein.

PART B

PRESERVATION OF ORIGINAL COVENANTS EXCEPT AS MODIFIED OR AMENDED HEREIN

1. Except as amended, modified or superseded by this Amendment, the provisions of the Original Covenants, attached hereto as Exhibit D, shall remain in effect and enforceable.

2. The provisions set forth in the Specific Implementation Plan approved by the City and recorded with the Dane County Register of Deeds as Document No. 1468671 remain in effect and enforceable.

3. It is the intention of the Declarants that in the event the interpretation of any provision of the Original Covenants is deemed to be in conflict with any provision of this Amendment, in meaning,

direction, operation, scope or restrictions, the provision of this Amendment shall take precedence and be enforced.

PART C

MEMBERSHIP

4. Every Owner of a single family or duplex Lot (whether used for a duplex or condominium unit) in the Walnut Grove subdivision or in the Foxboro, Westfield, Oxwood, Harwood, Farmington, Park, South Park or Westfield Additions to Walnut Grove, in the City of Madison, Dane County, Wisconsin, shall be a member of the Association. Each Owner shall be entitled to one vote for each Lot owned as to any matter being considered by the Association, and where there is more than one Owner or a co-Owner, the Owners of the Lot are entitled to only one vote. If the joint or common Owners of the Lot cannot agree on the vote to be cast for their Lot, they shall not be entitled to cast a vote. If a joint or common Owner of a Lot is present to cast a vote in person, or submits a proxy, he or she is presumed to be authorized by all co-Owners to cast the Lot's vote in the absence of prior written notice to the Secretary of the Association to the contrary. Except pursuant to a valid Proxy, those people or entities only owning a security interest in the property shall have no right to vote; but a land contract vendee, in good standing, shall have the voting rights rather than the vendor of the land contract. Notwithstanding the above, each owner of a condominium unit shall get one vote regardless of the number of Lots involved. As previously stated in Part A, subparagraph (P), a lessee may vote the interest of a leased Lot provided the lessee presents a valid Proxy from the Lot's Owner. If a lessee seeks to vote under a Proxy in an election, the lessee is subject to all the foregoing rules and presumptions set forth in this subparagraph as if they were considered the Owner for voting purposes.

PART D

USE OF LOTS IN WALNUT GROVE

5. Paragraph 1 of the Original Covenants concerning the use of Lots is amended only in the following respects:

- a. No more than four (4) domestic animals may be kept on any of the premises and such animals must be primarily housed in the residence. The Owners of any such animals shall take reasonable steps to address repeated adverse impacts of the animals on other Owners. All domestic animals shall be restrained inside the boundaries of a Lot by invisible fencing, physical fencing compliant with all applicable Covenants and City ordinances, or other suitable restraint, and must be on leads or leashes at all times when outside in Walnut Grove.
- b. Commercial boarding, kenneling, day-care services or health treatment of animals is expressly prohibited.
- c. The complete visual screening of any front, rear or side boundaries of Lots using trees, bushes or other plant life is prohibited in all of Walnut Grove. Restrictions on the

installation and maintenance of fences, other architectural screenings, gazebos and all other detached improvements to Lots are set forth in the By-laws of the Association, available on the Association's website or upon request from the secretary of the Association. Any such screening or fencing that currently exists and which was established consistent with the Original Covenants for the individual plat in which the Lot is situated cannot be expanded hereafter without Committee approval, but shall be maintained in a neat appearance consistent with the original installation

- d. No outbuildings or accessory buildings, including, but not limited to, sheds, doghouses, kennels, chicken coops, greenhouses, beehives or similar structures shall be permitted unless approved by the Committee under the provisions of Part E.
- e. Grass on lawns shall be regularly cut to prevent it from exceeding eight (8) inches in height above ground. All landscaping in addition to lawns shall be maintained in a neat appearance, and dead or dying trees, shrubs and bushes shall be trimmed or removed as reasonably appropriate to maintain a neat appearance. Lawns shall be maintained with grass or ground cover, and no prairie restorations or natural lawns will be permitted in this Plat.
- f. Fall leaf removal shall be done to ensure that lawns remain reasonably free of leaves in the Winter, with leaves removed from the property in accordance with established methods and schedules set out by the City.

PART E

ARCHITECTURAL CONTROL COMMITTEE

- 6. Paragraph 4 of the Original Covenants is hereby superseded by this Part E.
- 7. It is in the interest of all Lot Owners in Walnut Grove to have all existing or future buildings, and any additions, alterations or changes to such buildings, including any changes to exterior elevations, be of suitable workmanship, building materials, and architectural design so as to preserve architectural and visual harmony with the existing structures in Walnut Grove. Such harmony serves to increase the property values of all the Lots in Walnut Grove.
- 8. Members of the Committee shall be appointed by the Board and serve at its pleasure until resignation or replacement by the Board.
- 9. The Committee shall be comprised of no less than three Owners. The members of the Committee shall annually elect one member to serve as its chair (hereafter, "Chair") for its meetings and operations, and to serve as the primary member for communications with the Board and Owners in Walnut Grove desiring to communicate with the Committee. At any time, the Chair can designate any member of the Committee to serve, at the Chair's pleasure, as vice-chair (hereafter, "Vice-Chair"). None of the Committee members shall be entitled to any compensation for their service on the Committee.

10. Each Owner in Walnut Grove agrees, by virtue of the Owner's interest in a Lot, to indemnify and hold harmless all members of the Committee for any of their actions as Committee members with respect to claims, losses, damages, expenses, including reasonable attorney's fees, based on any claims asserted by the Owner, except for any actions later determined by a final adjudication by a court to be the result of gross negligence or willful misconduct on the part of the Committee member or members.

11. Each member or former member of the Committee, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney's fees, asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, to which such person is made or threatened to be made a party by reason of the Committee member's actions in connection with his or her service on the Committee, except as to actions later determined by a final adjudication by a court to be the result of gross negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by its counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of such person as a Committee member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liabilities, losses, damages, costs and expenses incurred or suffered by the Association in connection with this indemnification shall be a Common Property expense, leading if necessary to Special Assessment of Lots in Walnut Grove. Nothing in this paragraph shall be deemed an indemnification of such person with respect to such person's status merely as an Owner, occupant or otherwise.

12. Except as may be expressly allowed under the Original Covenants with respect to fences of three feet in height or less, no buildings or structures may be erected or placed hereafter on any Lot in Walnut Grove, nor shall any existing structure in Walnut Grove have its exterior dimensions or materials altered, without approval by the Committee. Approval of structures subject hereto by the Committee shall be in accordance with the standards set forth in the By-laws of the Association and the published rules of the Committee available from the Chair or from the Association's web site.

13. The Committee, shall, in accordance with the By-laws, establish published rules for the following procedures which shall be used in seeking to secure approval from the Committee:

- a. The applicant must fill out the Architectural Review Application (hereafter, "Application"), which form is available from the Association or available from the chair of the Committee.
- b. The Application must be accompanied by the following, unless the Chair, in his or her sole discretion, deems in writing that they will not be required:
 - i. Site plan adequate to establish the location of the building, building addition, deck, porch, or structure shown in relation to any existing house on the Lot;
 - ii. Architectural drawings and specifications;
 - iii. Elevations of the building or addition including, at the discretion of the Chair, those of any adjacent existing house.
 - iv. Floor plan(s) of proposed addition/deck

- v. Dimensions shown on all drawings
- vi. All major materials proposed for the building, building addition, deck, porch, or structure.

14. The Architectural Review Application and accompanying documents must be submitted to the Chair in the format set forth by the Committee in its published rules.

15. Within seven (7) days following the date of submission of an Application by an applicant the Chair, or Vice-Chair in the Chair's absence or recusal, shall, in his or her exercise of reasonable discretion, notify the applicant whether or not the submission of the Application is considered complete enough for the Committee to take action to approve or disapprove it. If the Application is deemed incomplete, the notification shall be delivered pursuant to the published rules of the Committee. If no such notice is timely made, then the Application shall be acted upon based on the materials contained in and with it. Any notice that the Application is incomplete shall contain details that are reasonably sufficient to inform the Applicant of the deficiencies which need to be cured by the applicant. The Committee will not take no action thereafter on an Application deemed incomplete until all such deficiencies are cured or the Committee waives them in writing.

16. Upon submission of an Application deemed complete in accordance with paragraphs 13-15, above, the Committee shall, within fifteen (15) days, from the date the Application is deemed complete hereunder, notify the applicant as to whether the Application is approved or not. Any approval shall only be binding on the Committee and Association as to work and materials conforming to the information supplied in the Application. Any changes in work or material must thereafter be approved in writing by the Committee.

17. The Committee's denial of an Application may be appealed to the Board. This shall be the sole appeal right of the applicant. Any such appeal must be commenced within five (5) working days of the delivery to the applicant of the Committee's determination that the Application was denied. The procedures for filing the appeal, conducting the appeal, and concluding the appeal will be in accordance with rules for the appeal set forth in the By-laws. If the appeal results in a tie vote of the Board, the appeal will be deemed denied. No appeal of a denial or approval of an application may be brought by any person or persons other than the applicant(s) involved in the Application matter as to which the appeal was brought.

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

19. The Committee and Board shall promulgate all rules and regulations consistent with this Part E, which are reasonably necessary to its efficient and effective operation. Any such Committee or Board rules shall be available from the Chair or Board Secretary upon request, available on the Association's website, or by other acceptable communication channels of the Association.

20. The Committee shall maintain minutes of its actions on all Applications, and archive all the Applications for review by any Owner desiring to review them upon reasonable notice. If an

Application was not submitted by approved electronic communication, the Owner seeking a copy shall pay all reasonable cost of copying the Application as a pre-condition of its receipt.

PART F

ASSESSMENTS BY THE ASSOCIATION

21. Paragraph 9 and 10 of the Original Covenants are hereby superseded in their entirety by this Part F.

22. The major expense of the Association each year will typically be the costs of maintaining the Common Property. The Declarants believe the maintenance of the Common Property, including Greenways, paved paths, lighting and other accouterments, serves to substantially enhance the property value of all Lots in Walnut Grove, and the recreational and visual pleasure of the Owners.

23. The Board will make a recommendation of the proposed Annual Budget to the Owners of all Lots in Walnut Grove in conjunction with the annual meeting notice and encourage comments in writing on the proposed budget by all Owners throughout the balance of the year.

24. The proposed Annual Budget shall then be considered for formal approval at the Annual Meeting of the Association. The Annual Budget proposed by the Board shall be subject to amendment at the Annual Meeting. It shall be deemed approved when more than fifty (50%) of the Owners present for the Annual Meeting, either in person or by written Proxy, vote in favor of its adoption. In the event the budget is not passed at the Annual Meeting, the prior year's budget shall remain in effect until a new budget is adopted at the next Annual or Special Meeting called to consider its adoption.

25. Any existing limits on the annual assessment to Owners are hereby rescinded. **[The intention of this paragraph is to remove all limitations ("Caps") on dues in 2021 and thereafter, leaving the control of such assessments in the hands of the homeowners based on a vote at the Annual Meeting of the Association as stated in paragraphs 23 and 24, above. There follows three proposed alternatives on a limit on annual assessments ("Caps")]**

[Alternative Provision A to be inserted in Paragraph 25 or as an additional paragraph]
Notwithstanding the terms of paragraphs 23 and 24 above, the annual assessment to owners shall not exceed \$150.00 per single family residence and \$75.00 per condominium unit and duplex residence.

OR

[Alternative Provision B to be inserted in Paragraph 25 or additional paragraph]
Notwithstanding the terms of paragraphs 23 and 24 above, in 2021, the annual assessment for each Lot in Walnut Grove shall be limited to no more than: \$150 per single family residence and \$75.00 per condominium unit and duplex residence. These dollar limits of \$150 and \$75.00 ("Cap" on annual assessments) shall be increased each year after 2021 by five (5%) percent per year. (Example: The Cap of \$150 in 2021 would increase to \$157.50 in 2022 and \$165.38 in

2023.) Nevertheless, the budget proposed annually by the Board under paragraph 23, above, and the ultimate approval of the annual budget by the Owners at the Annual Meeting may lead to an annual assessment less than the then annual limit (Cap) on annual assessments established pursuant to this paragraph.

OR

[Alternative Provision C to be inserted in Paragraph 25 or additional paragraph]

Notwithstanding the terms of paragraphs 23 and 24 above, in 2021, the annual assessment for each Lot in Walnut Grove shall be limited to no more than: \$150 per single family residence and \$75.00 per condominium unit and duplex residence. These dollar limits of \$150 and \$75.00 ("Cap" on annual assessments) shall be increased annually by an amount sufficient to retain the annual purchasing power of those 2021 limits in future years utilizing the Bureau of Labor Statistics Consumer Price Index, All Urban Consumers. In the event that index is not compiled in the future, the Board will chose a similar index for inflation. The increase in the the budget proposed annually by the Board under paragraph 23, above, and the ultimate approval of the annual budget by the Owners at the Annual Meeting may lead to an annual assessment less than the then annual limit (Cap) on annual assessments established pursuant to this paragraph.

26. The budget as approved at the Annual Meeting shall determine the amount of the annual assessment for each Lot Owner which shall also be determined and voted on at the Annual Meeting. The Owner of record of each Lot as of the first day of each calendar year shall be personally responsible for the payment of the annual assessment for that year, and the annual assessment shall also be a lien on the Owner's Lot or Lots, which lien shall be subordinate to any prior mortgage or lien as to the Lot or Lots.

27. The due date for payment of the annual assessment shall be set by the By-laws of the Association. Any annual assessment not paid by the due date shall incur a late fee as set forth in the By-laws and bear annual interest from the due date at a rate of ten (10%) percent per annum until paid, and, together with interest, costs of collection, and reasonable actual attorney's fees, shall constitute a lien on the Lot when it is assessed.

28. The Board may, whenever necessary or appropriate, levy general Special Assessments against the Lots for annual budgetary shortfalls arising from unanticipated destruction of or City orders as to Association property, including Common Property, or as necessary for the Association to defray the cost of defending or prosecuting unanticipated legal action. A special assessment may also be levied against a specific Lot to reimburse the Association for the costs of enforcing the covenants applicable to the Lot, including enforcement by a lawsuit. Prior to the Board assessing an individual Lot owner for the cost of enforcing the covenants, written notice shall be provided to the Owner of the violation, and the Owner shall be given ten days to respond in writing to the notice, or cure the violation. In the event that the written response is deemed inadequate to excuse the violation, or the violation is not otherwise cured, the Board may enforce the covenants against the Owner by any reasonable means, including legal action. If the use or maintenance of an Owner's Lot violates any enforceable covenants applicable to it, including the covenants under this Amendment, the Board may either: (a) hire third parties to enter onto the property of the offending Owner to rectify or cure the violation or failure to maintain, or

(b) commence an action in Dane County Circuit Court to enforce the covenants. The Board, acting through its agents, including third-party contractors, is hereby granted an easement of reasonable ingress and egress during normal working hours onto any Lot of an Owner determined in the reasonable exercise of discretion by the Board to be in violation of applicable covenants for the purpose of mitigating or curing the violation. Any costs resulting from such action by the Board will be specially assessed against the Lot owner. Any effort by the offending Owner to interfere with this easement shall lead to the Board bringing a legal action to resolve the dispute and violation of the covenants.

29. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear annual interest from the due date at a rate of ten percent (10%) percent per annum until paid and, together with the interest, collection costs and reasonable actual attorneys' fees, shall constitute a lien on the Lot on which it is assessed.

30. The purchaser of any Lot shall purchase the Lot subject to any unpaid annual or special assessments. The purchaser shall therefore be obligated to personally pay any unpaid annual or special assessments constituting a lien as the time of the purchase, regardless of whether the lien or liens on the Lot arising from annual or special assessments have been reduced to a court's judgment.

31. Upon a voluntary conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Declaration up to the time of conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee to resolve the unpaid assessments. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessment and any such grantee shall not be liable for, nor shall the Property conveyed be subject to a lien for, any unpaid assessments against the grantee pursuant to this Amendment in excess of the amount therein set forth.

32. Any prospective purchaser of a Lot in Walnut Grove is entitled to a statement from the Association of current and unpaid assessments and all Owners agree that such information may be provided to prospective purchasers by the Association upon written request. Neither the prospective purchaser nor the Lot conveyed subject to a lien for unpaid assessments shall become obligated for any amounts in excess of the amounts stated by the Association as to the unpaid assessments. This provision does not alter the continuing obligation of an Owner or Lot subject to lien to pay in full any annual or special assessments in the process of being levied. It serves to provide certainty as to past due assessments only.

33. The lien of the assessments provided for herein shall be subordinate to the lien of any prior recorded property liens or mortgages. Sale or transfer of any Lot shall not release any existing liens based annual or special assessments hereunder. However, the sale or transfer of any Property pursuant to mortgage foreclosure or any formal court proceeding in lieu thereof shall extinguish the lien of such assessment(s) as to payments which became due prior to such sale or transfer. No sale or transfer pursuant to foreclosure or formal court procedure in lieu thereof shall relieve such Property from liability from any assessments thereafter becoming due or from the lien thereof.

34. In the event that the Association fails to maintain the Common Areas of Walnut Grove, the City of Madison may take over the maintenance of such areas and assess against all the properties in Walnut Grove the pro rata share of such maintenance charges, which assessments shall be liens against

the Lots so assessed. Such assessment shall be included on each City of Madison property tax bill for each such Lot assessed. If the Association votes to dissolve or otherwise terminate the corporate existence of the Association, the Common Areas of Walnut Grove, owned by the Association, shall be deeded to the City of Madison at no cost to the City of Madison, and all unexpended maintenance funds then in the control of the Association shall be paid over to the City Treasure without restrictions, and all Lots in Walnut Grove shall be subject to assessment for maintenance of the lands so deeded back to the City of Madison as provided in the first two sentences of this paragraph.

PART G

ADDITIONAL PROVISIONS

35. At all special and annual meetings of the Association, the requisite quorum shall be as provided in the By-laws of the Association, as amended from time-to-time.

36. This Amendment, and the Original Covenants shall run with the land and shall be binding on the Owners of Lots covered by this Amendment for ten (10) years from the date this instrument is recorded. After that initial ten (10) years period, it shall automatically stand renewed for successive ten (10) years periods unless an instrument terminating or changing this Amendment or the original Covenants is approved as set forth in the following paragraph.

37. Because the intention of the Owners in executing this Amendment, and the substantively identical Amendments for the other seven Plats in Walnut Grove, is to bring the various covenants for each Plat into uniformity with the other seven Plats, the Declarants hereby provide that any future amendments for the Walnut Grove covenants may be done by one master document, entitled "Amendment to Walnut Grove Plats Covenants", indicating its applicability to all eight Plats of Walnut Grove. Any such future document may be approved for recordation with the Dane County Register of Deeds by any of the following three options:

- a. The Owners of more than fifty (50%) percent of the Lots in Walnut Grove affix their signatures to the Amendment, with the validity of signatures and the requisite percentage being attested to by the Secretary of the Association using a single attestation at the foot of the Amendment.

or

- b. At a vote taken at a Special or Annual Meeting of the Association, properly noticed for such purpose, the Owners of more than fifty (50%) percent of the Lots in Walnut Grove vote in favor of the Amendment. This vote may be made in person or by Proxy delivered in writing to the Owner exercising the Proxy for another Owner. Thereafter, the Secretary of the Association shall attest to the requisite vote at the foot of the Amendment.

or

- c. The Board will conduct a Special or Annual Meeting of the Association, properly noticed for the purpose of considering an Amendment unanimously recommended by the Board. The notice shall be made not less than thirty (30) days prior to the meeting and shall include the proposed Amendment, and a detailed description of all the changes to the covenants the Board is seeking and the rationale for them. The Amendment shall be approved for recording if seventy-five percent (75%) of the Owners in actual attendance at the meeting, either in person or by Proxies, cast an affirmative vote in favor of the Amendment. The quorum requirement for any such meeting under this subsection 38 (c), called to consider amendments to the Covenants, shall be thirty Owners entitled to vote at a meeting of the Association. If the Board utilizes this procedure, the Amendment under consideration at the meeting shall not be subject to amendment by either the Board or the meeting participants, but must be voted either up or down as drafted and attached to the notice of meeting. Thereafter, the Secretary of the Association shall attest to the requisite vote at the foot of the Amendment.