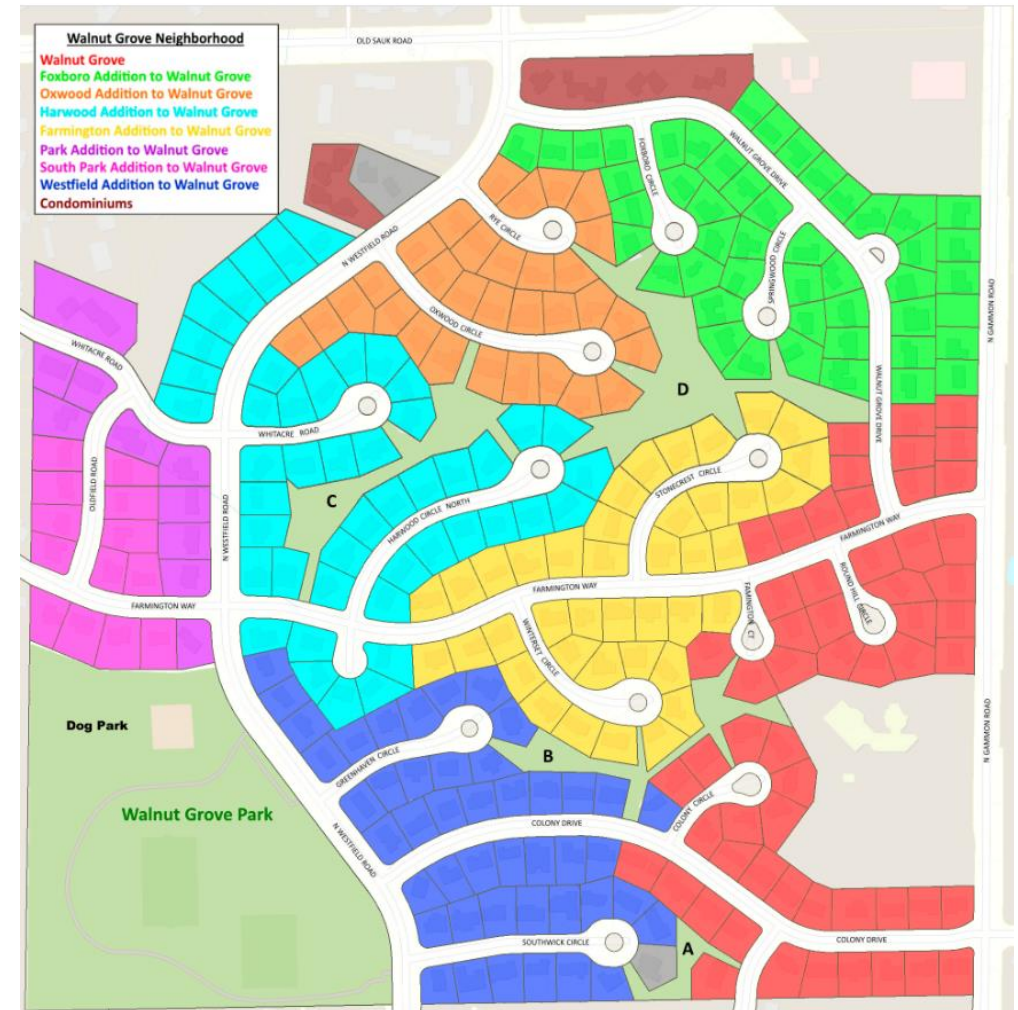


2020 Proposed Covenant Amendment Guide

Walnut Grove Homes Association, Inc.



RECITATIONS:

WHEREAS, the afore-described Plats of Walnut Grove and the seven Additions to Walnut Grove (hereinafter, collectively, “Walnut Grove Plats”), have, with the exception of a single lot, now been developed with either single-family homes, duplex homes or condominiums; and,

WHEREAS, the Owners of the Lots described in the Walnut Grove Plats belong to the Walnut Grove Homes Association, Inc. (hereafter “Association”), which was recognized in and incorporated pursuant to the platting process for the Walnut Grove Plats to serve as the entity to succeed the developer of the Plats in order to enforce the original eight separate sets of Conditions, Covenants, Restrictions and Easements (hereinafter, “Original Covenants”) for the eight Plats; and,

WHEREAS, the Original Covenants are over forty-years old and in some cases contain inconsistent restrictions and provisions from document to document, contain 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; and,

WHEREAS, all Owners in the Walnut Grove Plats 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 the Walnut Grove Plats; 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 in the Walnut Grove Plats; and,

WHEREAS, the Original Covenants may be amended by an instrument executed by the Owners representing at least fifty (50%) percent of the local assessed valuation of all Lots in each Plat of the Walnut Grove Plats; and,

WHEREAS, Lot Owners, by their approval of this Amendment, expressly authorize the Association to file this Amendment with the Dane County Register of Deeds by means of a certification by the Association’s Secretary as to the percent of the local assessed valuation of each Plat approving this Amendment; and,

WHEREAS, any Plat which does not achieve the requisite percentage of acceptance to approve this Amendment shall be excluded from this Amendment, and remain subject to all previously existing covenants; and,

WHEREAS, It is the intention of the Declarants (as defined in Part A below) that, unless and except as expressly amended by the following covenants, the Original Covenants for each of the Walnut Grove Plats shall continue in full force and effect; and,

NOW THEREFORE, the undersigned Declarants declare that all Lots in the Walnut Grove Plats which Lots are described in Exhibit A, attached hereto and incorporated herein by reference, will and shall be sold, transferred and conveyed subject to the conditions, covenants, easements, restrictions, assessments, charges and liens hereinafter set forth, unless the Lots are located within Plats excluded from this Amendment.

GUIDE

It is the Association’s goal to adopt this Amendment across all 8 Additions to the Walnut Grove neighborhood.

This will bring all 8 sets of Covenants into uniformity as it applies to process, provisions and restrictions for the neighborhood. Currently, there are some inconsistent restrictions and provisions between the Plats.

Per the Original Covenants, in order to pass this Amendment for all 8 Plats, we will require a 50% vote (based on assessed home value) from each individual Plat. We certainly hope to achieve this, but in case this cannot all be done in the same timeframe, we have added provisions that allow us to file the Amendment for each Plat individually as we achieve success.

You may find your Addition by referring to the map inside your directory (and on the previous page of this guide)

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 Covenants:

Please see the full Covenant Amendment Draft to read all definitions contained within this section

GUIDE

We have created a new “Definitions” section in the Amendment to provide additional clarification. One specific change to note is (BB) in which we define “Writing” or “Written” to also include electronic communications.

PART B

PRESERVATION OF ORIGINAL COVENANTS EXCEPT AS MODIFIED OR AMENDED HEREIN

1. As to each of the Walnut Grove Plats, The Original Covenants may be amended by an instrument executed by the Owners representing at least fifty (50%) percent of the local assessed valuation of all Lots in that Plat;
2. Lot Owners, by their approval of this Amendment, expressly authorize the Association to file this Amendment with the Dane County Register of Deeds by means of a certification by the Association's Secretary as to the percent of the local assessed valuation of each Plat approving this Amendment.
3. Any of the Walnut Grove Plats failing to approve this Amendment by at least fifty (50%) percent of the local assessed valuation of all Lots in the Plat shall be excluded from the force and effect of this Amendment, and thereby remain subject to all existing Original Covenants applicable to the Plat.
4. Except as amended, modified or superseded by this Amendment, the provisions of the Original Covenants for the eight Plats of Walnut Grove shall continue in full force and effect.
5. 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. This intention does not apply to the provisions of the Original Covenants applicable to plats that are excluded from this Amendment under paragraph 3, above.

GUIDE

Part B serves to state that the Original Covenants remain in full effect except where specifically modified by this amendment. If any Plats do not pass this Amendment, they are still subject to all the Original Covenants.

As you move through this guide, you will see that the Amendment does not address parameters for new builds in the neighborhood. If any home were to be rebuilt, the terms of the Original Covenants stand. You will also see some key restrictions from the Original Covenants are not addressed (fences, number of domestic animals, service and recreational vehicle storage, etc). The regulations set out in the Original Covenants remain in effect (which is the case whether or not this Amendment is passed). Therefore, regulations in the Original Covenants (but not in the Amendment) should not be a factor in voting for this Amendment.

PART C

MEMBERSHIP AND VOTING

6. Every Owner of a single family or duplex Lot (whether used for a duplex or condominium unit) in the Walnut Grove Plats 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, they are 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. A Lessee, as defined in Part A, subparagraph (P) above, 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.

7. An Owner, Land Contract Vendee or Lessee with a valid Proxy may only vote on behalf of a Lot if all the Lot's Annual Assessments and Special Assessments are current under the By-laws of the Association.

GUIDE

We are very excited to be introducing this NEW section to the Covenants. Our Original Covenants do not address Membership. It is currently only contained in our By-Laws. After reviewing more modern sets of covenants, we think this is an important addition.

We've also updated this section from our current 2012 By-Laws. Our current By-laws state that, where there is more than one owner or co-owner, the person whose name first appears as grantee shall be entitled to the right to vote. After reviewing other sets of covenants, we found this approach to be outdated. Therefore, we've proposed modifying to:

"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"

We have also specified that those *"owning a security interest in the property shall have no right to vote"* clarifying that the owner and not, say a mortgage company, has voting rights.

PART D

USE OF LOTS IN WALNUT GROVE

8. The provisions concerning the use of Lots contained in the Original Covenants for the eight Walnut Grove Plats are amended only in the following respects:
- a. The Owners of domestic animals shall take reasonable steps to address any repeated adverse impacts of the animals on other Owners, including, but not limited to, impacts arising out of repeated violations of the City's ordinances as to ownership of domestic animals. 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 rules published by the Committee and formally approved by the Board, 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.

GUIDE

As previously mentioned, the Original Covenants regulations remain in full effect unless they are specifically modified in this Amendment. Part D serves to call out those modifications; however all regulations in the Original Covenants not addressed in Part D remain in effect.

The regulations with no modifications include, but are not limited to, fences, number of domestic animals, and service and recreational vehicle storage.

Part D primarily exists to bring all 8 Plats into uniformity, calling out specific areas where the Original Covenants differ slightly from one another. For example, the original Walnut Grove Covenants do not go into the same level of detail as the Farmington Addition.

PART E

ARCHITECTURAL CONTROL COMMITTEE

9. All provisions as to the Walnut Grove Plats' Architectural Control Committee contained in the Original Covenants are hereby superseded by this Part E only as to those Plats adopting this Amendment.

10. 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.

11. Members of the Committee shall be appointed by the Board and serve at its pleasure until resignation or replacement by the Board.

12. The Committee shall be comprised of no less than three Owners. The Board shall name one of its members to serve as the Committee's 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.

13. 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.

14. 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

Part E contains Paragraphs 9-23. Please see the full Covenant Amendment Draft to read all details contained within this section

GUIDE

Part E supersedes all details in the Original Covenants in regard to the Architectural Control Committee.

The Walnut Grove Homes Association, Inc. became the subsequent approval authority for Westaire, Inc. Per the Original Covenants, an Architectural Control Committee of three persons designated by the Board of Directors has approving authority for any building plans, modifications or structures on any lot within Walnut Grove.

We have chosen to expand upon the rules and processes defined in the Original Covenants in order to give more clarity to the process.

- We are maintaining a minimum of three members on the Committee.
- We are clarifying that although the Committee may approve plans, it is up to the Owner to ensure plans do not violate any City of Madison ordinances.
- We are detailing out the application process, including information required for application and timelines for application, including a 7-day window to deem an application complete and ready for review, followed by a 15-day window to approve or deny said application.
- We have added in an appeals process to allow homeowners an opportunity to present an appeal to the Board, should they disagree with the ACC's denial of their application

PART F

ASSESSMENTS AND ENFORCEMENT OF COVENANTS BY THE ASSOCIATION

24. The provisions of the Original Covenants concerning general and special assessments are hereby superseded in their entirety by this Part F as to all Walnut Grove Plats which have adopted this Amendment. Those plats excepted from this Amendment under paragraph 3, above, shall remain subject to all the provisions of the Original Covenants, including, without limitation by express mention, the provisions on assessments found in paragraphs 13 and 14 of the Walnut Grove Plat covenants and paragraphs 9 and 10 of the covenants for the seven additional Plats.

25. 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.

26. 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.

27. 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.

28. Any existing limits on the annual assessment to Owners in Plats adopting this Amendment are hereby rescinded.

29. Notwithstanding the terms of paragraphs 26 and 27 above, in 2021, the annual assessment for each Lot in Walnut Grove shall be limited to no more than \$150 per Lot. This dollar limit of \$150 ("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 shall choose a similar index for inflation. The increase in the budget proposed annually by the Board under paragraph 26, 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.

30. The budget as approved at the Annual Meeting shall determine the amount of the annual assessment for each Lot Owner ("Annual Assessment") 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.

GUIDE

Part F supersedes all details in the Original Covenants in regard to Annual Assessments, Special Assessments and Enforcement of the Covenants. Many aspects of this section are simply restatements of or minor modifications to the Original Covenants. We'll be calling out major changes in this guide.

Para. 26 is NEW and lays out that the Board must propose the Annual Budget in advance of the Annual Meeting, in conjunction with the Annual Meeting Notice. This is an effort to increase transparency and allow more opportunity for homeowners to absorb the proposal and submit feedback in advance of the Annual Meeting.

Para. 29 changes the dues cap in line with the Dues Survey results. The cap is now modified to an indexed cap of \$150 in 2021 to increase annually utilizing the Bureau of Labor Statistics Consumer Price Index in order to retain annual purchasing power. In line with how the current dues cap functions, per Para. 30 the annual assessment is determined by a vote on the budget at the Annual Meeting and may be less than the annual limit (Cap).

31. 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.

32. The Association, acting by majority vote of its Members present in person or by Proxy at either an Annual or Special Meeting, may whenever necessary or appropriate levy general Special Assessments against the Lots for annual budgetary shortfalls arising from unanticipated destruction of or City orders as to Association property, including Common Property, or as necessary for the Association to defray the cost of defending or prosecuting unanticipated legal action.

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

34. If the use or maintenance of an Owner's Lot violates any enforceable covenants applicable to it, including the covenants under this Amendment, the Association, acting by its Board, may commence an action in Dane County Circuit Court to enforce the covenants.

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

36. 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.

GUIDE

Part F continued:

Para. 31 modifies the due date of Assessments to be determined by the By-Laws. Currently, the Covenants state a due date of February 1st, which has proven to be unrealistic timing for both billing and receiving payments. The late fee and annual interest for late payments is in line with the 2012 By-Laws and presents no change to current operating procedure.

Para. 32 allows for Special Assessments to cover unanticipated costs of damage to Common Property (ex. storm damage) or legal action IF approved at an Annual or Special Meeting. This would allow for a one-time assessment to preserve the financial position of the Association.

Para. 33 This is a restatement of the current covenants with a modification to allow fifteen (15) days to respond to or cure the violation rather than the Original Covenants ten (10) days.

Para. 35 identifies rules for the Association to follow in order to inspect property that may be in violation of Covenants. These rules provide the homeowner with proper notice of the inspection and do not allow the Association to take any physical action to bring the property into compliance. This is different from the Original Covenants, which state that *"the association shall have the absolute right to enter upon any unimproved lot for the purpose of enforcing the terms and conditions"*

37. 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 of 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.

38. 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. Each Owner shall reveal the existence of unpaid assessments on the Owner's Lot to any prospective purchaser. Such unpaid assessment should be deducted from the funds payable to the seller at the real estate closing on the Lot. 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.

39. Upon a voluntary conveyance, a deed between existing owners, or a conveyance by deed in fulfillment of a land contract, 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's Treasurer 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.

40. 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.

41. 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 Treasury 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.

GUIDE

Part F continued:

Any commentary in regard to placing a lien on a lot is consistent with the Original Covenants.

Para. 37-40: Generally, all unpaid assessments, liens, etc are discovered prior to a new buyer closing on a home. These paragraphs detail out who is responsible for unpaid assessments; however most are taken care of during the closing process.

Para. 41 is pick up from the Original Covenants. We hope to never have to turn our Common Areas over to the City Of Madison, but this provision should remain intact as a last resort if we are unable to maintain the maintenance or choose to terminate our association.

PART G

ADDITIONAL PROVISIONS

42. 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.

43. All meetings described herein or in the By-laws may be conducted with attendance solely in person, by combination of in person and teleconferencing, or solely by teleconferencing. A Notice announcing an Association meeting shall indicate if teleconferencing attendance will be permitted; and, if so, provide appropriate information and guidelines for prospective attendees to access the meeting by teleconference when the meeting commences. The rules respecting participation in meetings by tele-conferencing shall be established in the By-laws.

44. All corporate records and documents signed electronically by the Association's Officers, Directors and Members shall be given full legal effect and enforceability pursuant to Wis. Stats., sec. 137.15 (1).

45. 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 paragraph 46 below.

GUIDE

This only notable change in this section (shown at left) is allowance for teleconferencing for neighborhood meetings, which has become a necessity due to the current pandemic.

46. Any future amendments to the Original Covenants or this Amendment instrument 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 approve the Amendment, by signing ballots approving the Amendment, or signing 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. Execution of ballots or signing of the Amendment may be accomplished using a widely accepted internet-based electronic execution system, e.g., DocuSign.

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. Notwithstanding any provision to the contrary in the By-laws, the quorum requirement for any such meeting under this subsection 41 (c), called to consider amendments to the Covenants, shall be sixty Owners entitled to vote at a meeting of the Association, present in person or by Proxy. 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. The Notice of the meeting using this methodology for amending the Covenants shall quote this sub-paragraph 47(c).

GUIDE

This section updates the methodology on how Covenants may be amended in the future. As previously stated, the current Amendment must be voted on by Plat, with assessed value as a factor. In the future, if another amendment is needed, we hope to be able to move forward with a 50% vote of the neighborhood, without regard to individual Plats or assessed value.

Option A and B both call for a 50% + neighborhood approval. Option C may only be used if the Board, duly elected by the Members, unanimously votes in favor of the amendment, and, at an annual or special meeting called explicitly for the purpose, receives a 75% affirmative vote with a quorum of sixty owners (double that currently required at an annual or special meeting).

47. No compensation shall ever be paid to any officer or Board member of the Association.
48. All areas of the Common Property are subject to the following regulations:
- a. The planting of trees, flower beds, shrubs, and other flora, the placement of yard waste or trimmings, and the placement of swings, fences, and other improvements and structures are prohibited from occurring on Common Property unless authorized in writing by the chair of the Board's Greenway Committee or the Board's president, in the absence of the chair of the Greenway Committee, under the terms set forth in said writing.
 - b. The use of motorized vehicles, including but not limited to mopeds, motorbikes, motorcycles, all-terrain vehicles (ATVs), snowmobiles, automobiles and trucks is prohibited on Common Property, except as necessary for the maintenance or improvement of the Common Property.

PART H

SEVERABILITY

49. It is the intention of the Declarants hereto that all terms and provisions of this Amendment are severable. Therefore, if any term or provision is adjudicated to be unlawful or otherwise unenforceable by a court of law, the intention and desire of the Declarants is that the court should rule in such a way as to maintain the enforceability of all terms and provisions not directly impacted by the adjudication that a term or provision is ambiguous, illegal, or otherwise unenforceable.

GUIDE

Para. 47 formalizes that the Board is not to be compensated for their roles (currently in the By-Laws, but not the Covenants)

Para. 48 established rules for the Common Property that are already commonly accepted but have never been formalized.

Any questions or feedback? Please email
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president@walnutgrovemadison.org