

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
WESTHAVEN TRAILS COMMUNITY SERVICES ASSOCIATION, INC.**

**WHEREAS**, there is a Declaration of Covenants, Conditions, and Restrictions for Westhaven Trails Community Services Association, Inc., recorded as Document Number 1721570 with the Dane County Register of Deeds, Volume 3146, Pages 21-41, October 7, 1981 (hereinafter referred to as “Covenants”); and,

**WHEREAS**, the Covenants may be amended upon the terms set forth in the Covenants; and,

**NOW, THEREFORE**, the following amendments are made to the Covenants:

**1. Section 1.13 is amended to read as follows:**

Section 1.13. “Lot” shall mean any portion, piece or parcel of land measured and set apart by a recorded plat, certified survey map, or condominium plat, for individual and private use and occupancy.

**2. Section 3.01 is amended to read as follows:**

Section 3.01. Membership. Every person or entity who is the record owner of a fee, undivided fee or land contract vendee's interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. Each Lot owner, whether one or more persons, shall have one membership per Lot owned. In the event of multiple owners of a Lot, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member’s spouse.

**3. Section 3.02 (a) is amended to read as follows:**

(a) Class “A”. Class “A” members shall be all owners with the exception of the Class “B” members, if any.

Class “A” members shall be entitled on all issues to one (1) vote for each Lot in which they hold the interest required for membership by Section 3.01 hereof. When more than one person holds such interest in any Lot, the vote for such Lot shall be exercised as those owners themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the vote shall be suspended in the event more than one person seeks to exercise it. Said membership vote may be cast as fractionalized shares.

Any owner of a Lot that is leased may, in the lease or other written instrument, assign the

voting right appurtenant to that Lot to the lessee, provided that a copy of such instrument with all signatures authenticated or acknowledged is furnished to the Secretary prior to any meeting.

**4. Section 9.01 is amended to read as follows:**

Section 9.01. Creation of General Assessment. There are hereby created General Assessments for Common Expenses as may after January 1, 1984 be from time to time specifically authorized by the Board of Directors. General Assessments shall be allocated among all Lots within the Association according to Sections 9.02 and 9.03. The general assessments provided for herein shall commence with respect to assessable residential living units or vacant lots on the day of conveyance of the first lot to an owner who is not the Declarant. Each owner, by acceptance of a deed, is deemed to covenant and agree to pay these assessments. All such assessments, together with interest (at a percentage rate no greater than the current statutory maximum annual interest rate charged on an "open account" under the Wisconsin Consumer Credit Act to be set by the Board for each assessment period) costs, and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made.

Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Lot at the time the assessment arose, and the grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Except, no first mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of assessments for Lot owners who are delinquent in their payments; unless the Board otherwise provides, the assessments shall be paid in a single annual installment.

The Association is specifically authorized and encouraged to seek public and private funds to help defray in whole or in part the expenses for which assessments would be necessary. To the extent received, such funds shall be used to reduce the assessments computed under Section 9.03.

**5. Section 9.02 is amended to read as follows:**

Section 9.02. Basis of Assessment.

Every Lot will be assessed equally with every other Lot, regardless of the size of the Lot. Outlots, common areas and common elements shall not be assessed and are not considered Lots.

**6. Section 9.03 is amended to read as follows:**

Section 9.03. Computation of Assessment. To pay for ongoing Common Expenses, the Board shall prepare an annual budget as provided in the By-Laws.

(1) The annual assessment to each Lot shall be calculated as follows:

- (a) The Board shall determine the number of Lots existing as of the beginning of the budget period.
- (b) The annual operating and the capital budget shall then be divided by the number of Lots determined under Section 9.03(1)(a), the result of which is the amount assessed to each Lot.

**7. Section 9.05 is amended to read as follows:**

Section 9.05. Lien for Assessments. Assessments shall constitute a lien on each Lot prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto, and (2) the lien or charge of any first mortgage of record made in good faith and for value, as described in Section 9.01.

The Association, acting on behalf of the owners, shall have the power to bid for the Lot at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. During the period a Lot is owned by the Association following foreclosure: (1) no right to vote shall be exercised on its behalf; (2) no assessment shall be assessed or levied on it; and (3) each Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure.

Suit to recover a money judgment for unpaid common expenses, rent, and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WESTHAVEN TRAILS COMMUNITY SERVICES ASSOCIATION, INC., APPROVED BY:**

Owner Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Owner Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Name of First Mortgagee: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF WISCONSIN                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ the above named \_\_\_\_\_  
\_\_\_\_\_

To me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

NOTARY PUBLIC, STATE OF WISCONSIN  
My Commission expires: \_\_\_\_\_.

If more than two owners, please use a duplicate signature page for the additional owners.

\_\_\_\_\_

To be entered by Association:

Lot: \_\_\_\_\_

Parcel ID: \_\_\_\_\_