

September 12, 2017

Unit Owner Walden Woods Conservancy Windsor, CT 06095

Re:

Council Boundaries

Walden Woods Conservancy, Inc.

#### Dear Unit Owner:

As you may or may not know, the Walden Woods Conservancy Board of Directors have been working on creating clear boundaries for the respective councils that make up your beautiful community as there are currently no set boundaries between councils. This has led to many debates between the councils over the years and will no doubt create more debate in the future, if not rectified.

This process has been a long and tedious task for the various boards over the years but, the Board of Directors is finally at a place where all the council members have agreed to the boundaries and are ready to take this plan to the community for approval.

Enclosed in this packet is everything you need to properly review the proposal and respond with the Agreement to Amendment. The items included, in order are, are:

- 59<sup>th</sup> Amendment
- Schedule A-5
- Schedule A-6
- Boundary Map
- "The Long and Short of It" Informational Memo (released earlier this year)
- Agreement to Amendment

All of the enclosed information can also be found on the Walden Woods Website for your convenience. All unit owners will also have access to a full sized printed map of the Schedule A-6, upon request and scheduling.

The Board of Directors ask that, whether you approve or not, you return the Agreement to Amendment so your voice is heard on this important topic for the community. There are several ways you can return your Agreement to Amendment. You may email it to Chris@epmllc.com, fax it to 860-430-6646, give it to one of your council Board Members, or mail or drop off to my office: Elite Property Management 39 New London Turnpike Suite 330 Glastonbury, CT 06033.

Telephone: (860) 430-6640

Toll-Free: (888) 666-8300

Fax: (860) 430-6646

www.epmllc.com

The Board of Directors thank you in advance for your participation and greatly look forward to seeing you return your "Agreement to Amendment" so your voice can be heard. Should you have any questions or concerns regarding this matter, please do not hesitate to contact my office at (860) 430-6640 or your council members.

Sincerely,

Chris Kohnle, CMCA

Community Association Manager Walden Woods Conservancy, Inc.

# WALDEN WOODS FIFTY-NINTH AMENDMENT OF AMENDED AND RESTATED DECLARATION

### I. Statement of Facts

- A. Walden Woods ("Common Interest Community") was created by a declaration by Culbro Homes II, Inc. dated February 12, 1990 and recorded on February 22, 1990 in Volume 780 at Page 122 of the Windsor Land Records ("Declaration").
- B. The Declaration was amended and restated by an Amended and Restated Declaration ("Amended and Restated Declaration") dated September 14, 2005 and recorded on September 30, 2005 in Volume 1521 at Page 283 of the Windsor Land Records.
- C. Walden Woods Conservancy, Inc. ("Conservancy") is the association of unit owners for the Common Interest Community.
- D. Section 2.9 of the Amended and Restated Declaration defines Council Area as "The Units in each Council and the Common Elements in the vicinity of these Units as shown on the Survey."
- E. Section 19.3 of the Amended and Restated Declaration provides that certain common expenses related to a particular Council Area shall be allocated solely to the units within that Council.
- F. The declarants of Walden Woods inadvertently neglected to designate the location and boundaries of the Council Areas on the surveys filed with the Declaration, the Amended and Restated Declaration, and the amendments thereto.
- G. The Conservancy and the Unit Owners wish to supplement the existing surveys filed with the Declaration, the Amended and Restated Declaration, and the amendments thereto, by adding materials and provisions describing the location and boundaries of the Council Areas.
- H. The Conservancy and the Unit Owners wish to require that any future amendments changing the location and boundaries of one or more Council Areas must be approved by an appropriate majority of the unit owners in each Council affected by the amendment as well as by an appropriate majority of all of the unit owners in the Common Interest Community.

- I. The Conservancy and the Unit Owners wish to make certain other amendments to the Amended and Restated Declaration to address issues that have arisen in the course of locating and describing the Council Areas.
- J. Since, with the adoption of this amendment, all of the Councils except the Woodmoor Council will have Council Areas to Maintain, the Conservancy and the Units Owners also wish to require all Councils except the Woodmoor Council to prepare and submit annual budgets.

### II. Statement of Authority

- A. Under Article XV of the Amended and Restated Declaration, the Amended and Restated Declaration may be amended by the vote or agreement of unit owners of units to which at least 67% of the votes in the Association are allocated.
- B. Under Article XVIII of the Amended and Restated Declaration, amendments relating to reallocation of interests in common elements also require the approval of at least 51% of the "Eligible Mortgagees" as the same are defined in Section 2.19 the Amended and Restated Declaration.

### III. Amendment

NOW THEREFORE IT IS RESOLVED, that the Amended and Restated Declaration, as amended to date, is further amended as follows:

- A. That the existing Surveys be supplemented by the following, solely for the purpose of defining and locating the boundaries of the Council Areas:
  - 1. Schedule A-5 to the Amended and Restated Declaration of Walden Woods, titled "Schedule A-5 Added to the Amended and Restated Declaration of Walden Woods by the Fifty-Ninth Amendment and Setting our the Description of Walden Woods Council Boundaries" attached to this Fifty-Ninth Amendment; and
  - 2. A plan entitled "COMPILATION PLAN WALDEN WOODS CONSERVANCY & COUNCIL BOUNDARIES SCHEDULE A-6 TO THE DECLARATION OF WALDEN WOODS PROJ. No. 20000355 V10 DATE: 06/20/2017 Sheets V-100 through V-105" by FUSS & O'NEILL, filed on the Windsor Land Records contemporaneously with this Fifty-Ninth Amendment.
- B. That the following Section 2.7A be added to Article II of the Amended and Restated Declaration immediately after the existing Section 2.7:

Section 2.7A - Conservancy Areas. All portions of the Common Interest Community that are not part of a Council Area.

C. That the following Section 7.7 be added to Article VII of the Amended and Restated Declaration:

Section 7.7 - Special Provisions for the Maintenance of Certain Trees.

Notwithstanding any provision of this Declaration to the contrary, expenditures for maintenance of trees within a Conservancy Area bordering a Council Area will be made only by majority vote of the Conservancy Board, or by the Manager within the limits of spending given to the Manager. Such expenditures shall be made only when required by law, or to remedy hazards to individuals or to Units. Expenditures for aesthetic purposes (clearing of brush, undergrowth, etc.) in such locations will be approved only if the Council requesting the work agrees to pay for the requested aesthetic expenditure as a Council Expense.

D. That the following Section 15.12 be added to Article XV of the Amended and Restated Declaration:

Section 15.12 - Amendments Affecting Council Areas. No amendment may alter the location or boundaries of any Council Area unless:

- a. It is approved in accordance with Section 15.1 of this Declaration; and
- b. It is also approved by the vote or agreement of Unit Owners holding not less than 80% of the voting power in each Council affected by the amendment.
- E. That the following Subsections (i) and (j) be added to Section 19.1 of the Amended and Restated Declaration:
  - (i) The cost of maintaining the area from the tree line boundary of The Ridge to the curb on Walden Meadow Road.
  - (j) The cost of maintenance, repair, and upkeep of the following areas which are owned by the Town of Windsor but for which the Association provides maintenance, repair, and upkeep:
    - (i) The island at the front entrance on Walden Meadow;
    - (ii) The island at the intersection of Walden Meadow and Lockview:

- (iii) Thoreau Circle island; and
- (iv) The passway running from Thoreau Circle to Pierce Boulevard between Woodmoor Lots 622 and 77 and Woodmoor Lots 618 and 73.
- F. That the following Subsection (c) be added to Section 19.3 of the Amended and Restated Declaration:
  - (c) Notwithstanding any provision of this Declaration to the contrary, the following expenses shall be allocated between or among the Councils in the following manner:
    - (i) The expenses for the maintenance, repair and replacement of the area between Point 4, as shown on Sheet V-103 of Schedule A-6 and Point 5, as shown on Sheet V-101 of Schedule A-6, including, but not limited to, the retaining wall running north at a length of approximately 225' behind units 17-29 Rhodora Terrace and the backside of units on Scarlet Lane from 7 Scarlet Lane to 15 Scarlet Lane will be assessed half against the Townhome Units as a Council Common Expense and half against the Duplex Home Units as a Council Common Expense.
    - (ii) The expenses for the maintenance, repair, and replacement of the mailboxes on Jacobi, including the foundation and the plantings and beds that surround the foundation, shall be assessed against the Duplex Units and Townhome Units as separate Council Common Expenses, in proportion of the number of mail boxes serving each Council.
- G. That Subsection (c) of Section 25.4 of the Amended and Restated Declaration be deleted and replaced with the following:
  - (c) All Council Boards except the Woodmoor Council Board shall prepare an annual budget for the Council Common Expenses for its Council and shall submit the budget to the Conservancy Board at least 60 days prior to the start of each fiscal year or by such other deadline as the Conservancy Board may set from time to time. The Conservancy Board shall review the budgets submitted by the Council Boards and shall include them, with such modifications as the Conservancy Board considers appropriate, in the overall budget for the Association. If a Council Board other than the Woodmoor Council Board fails to submit a budget to the Conservancy Board as required by this Subsection, the Conservancy Board may prepare

a budget for the Council Common Expenses for such Council without further input from the Council Board.

- END -

#### Schedule A-5

Added to the Amended and Restated Declaration of Walden Woods by the Fifty-Ninth Amendment and Setting Out the Description of the Walden Woods Council Boundaries

This Schedule A-5, together with the plan which is Schedule A-6 to the Amended and Restated Declaration, depict and describe the Council Areas in the Common Interest Community. In the event of any conflict between this Schedule A-5 and Schedule A-6, this Schedule A-5 shall control.

A. The lower portion of the Duplex Council Area, is defined as the area of Duplex Homes to the generally easterly side of Big Walden Pond. The boundary of this Council Area begins at a point which is the intersection of the interior edge of the Walden Meadow sidewalk and a line extending the natural tree line running parallel to the exit side of Haskins. The interior edge of the sidewalk is defined as the edge of the sidewalk furthest from Walden Meadow Road. This point is shown on Schedule A-6 as Point 1 on Sheet V-105.

The line then runs generally southwesterly along the natural tree line behind Haskins, around the Marble Faun Circle and then generally northerly behind Marble Faun. It runs to a point which is an extension of the tree line to its intersection with the interior edge of the Walden-Meadow-sidewalk. This is shown as **Point 2** on Sheet V-101. From that point it runs generally easterly along the interior edge of the Walden Meadow sidewalk back to its starting point on Haskins, **Point 1** on Sheet V-105.

B. The boundary of the upper portion of the Duplex Council Area starts at a point along the interior edge of the Walden Meadow sidewalk, where a perpendicular line would encompass the wall and plantings to the north of the Scarlet exit and then joins the natural tree line running parallel to Scarlet. This point is shown on Schedule A-6 as Point 3 on Sheet V-101.

The boundary runs generally southerly along the tree line behind that side of Scarlet until it comes into contact with the downstream edge of the concrete drain structure below the Scarlet parking area. The midpoint of the downstream edge of the structure is **Point 4** as shown on the Schedule A-6 Sheet V-103. The line then turns generally westerly to the base of the retaining wall and then up the face of the wall to the Scarlet parking lot. The area which is between Point 4 and the parking area which includes the wire fencing and the retaining wall is split between Duplex and Town Home Councils.

The length of the top of the upper wall is split 50/50 between Duplex Council Area and the Townhome Council Area. At that dividing point, the boundary line turns generally westerly to divide the parking area, and then northwesterly to a point equidistant between the northerly edge of the drive that serves the first Townhome at 25 Scarlet and the

southerly corner of the foundation of the last Duplex at 23 Scarlet. The line then runs to the west and turns to the north to split the lawn area between Scarlet and Rhodora as well as the trees between 1-3 Scarlet and 28-30 Rhodora. It stops on the interior edge of Walden Meadow sidewalk shown on Schedule A-6 as **Point 5** on Sheet V-101.

The boundary line then runs along the interior edge of the sidewalk generally easterly back to the starting point of the upper section of Duplex, shown on Schedule A-6 as **Point 3** on Sheet V-101.

C. The boundary of the Townhome Council Area begins at the point on the interior edge of Walden Meadow sidewalk that it shares with Duplex between 1 Scarlet and 28 Rhodora, shown on Schedule A-6 as Point 5 on Sheet V-101. It runs generally southerly along the interior edge of the Walden Meadow sidewalk until it crosses Jacobi so as to encompass the Jacobi dividing island inside the Townhome boundary and then connects to the southerly edge of the curb on Jacobi, shown on Schedule A-6 as Point 6 on Sheet V-101. The curb is part of Jacobi. The line then runs generally easterly along the outside edge of the Jacobi curb, but jogging to include the mailbox area, to a point where the ball field ends and the irrigated lawn begins alongside and behind 1-3-5-7 Last Leaf, shown on Schedule A-6 as Point 7 on Sheet V-101.

The boundary runs behind these Last Leaf homes along the edge of the ball field up to the southern property boundary, shown on Schedule A-6 as Point 8 on Sheet V-101. It then runs east along the property boundary to a point shown on Schedule A-6 as Point 9 on Sheet V-103 where it turns north to intersect with the start of the trail and the tree line behind the Last Leaf parking area, shown on Schedule A-6 as Point 10 on Sheet V-103. The tree line then runs behind the Last Leaf Townhomes until it turns north and west to run toward Scarlet to the point between the upper and lower retaining wall that is shared with the Duplex Council Area, shown on Schedule A-6 as Point 4 on Sheet V-103. It then runs westerly and to the north along the common boundary with the Duplex Council Area back to the location shown on Schedule A-6 as Point 5 on Sheet V-101.

- D. The Ridge Council Area is defined by the boundary lines of its individual Limited Common Elements and its private roads, islands, lamp posts, mailboxes and mail box walls.
- E. The Woodmoor Council Area is defined by the boundaries of its Lot Units.
- F. The Village Council Area is defined in two sections.

The first section, located around the Green is defined as the area inside the curbs of the Village side of Pierce, Hawthorne, Mercer, Walden Meadow, On the Green and back along Walden Meadow to Pierce.

The boundary of the second, or Knoll section, begins at a point shown on Schedule A-6 as **Point 11** on Sheet V-101 on the westerly boundary line of the property with its origin on the interior edge of the Lockview sidewalk. The line then heads generally north along

the line to a point shown on Schedule A-6 as **Point 12** to the rear of 26 Ivy Lane on Sheet V-102. It then heads south along the tree line until it intersects with the curb on Walden Meadow Road, a point shown on Schedule A-6 as **Point 13** on Sheet V-101. It then turns generally westerly to run along the interior edge of the Walden Meadow and Lockview curb until it meets the Lockview sidewalk. It then runs along the interior edge of the sidewalk until it meets the origin boundary line, a point shown on Schedule A-6 as **Point 11** on Sheet V-101.

The following are not included in the Village Council Area:

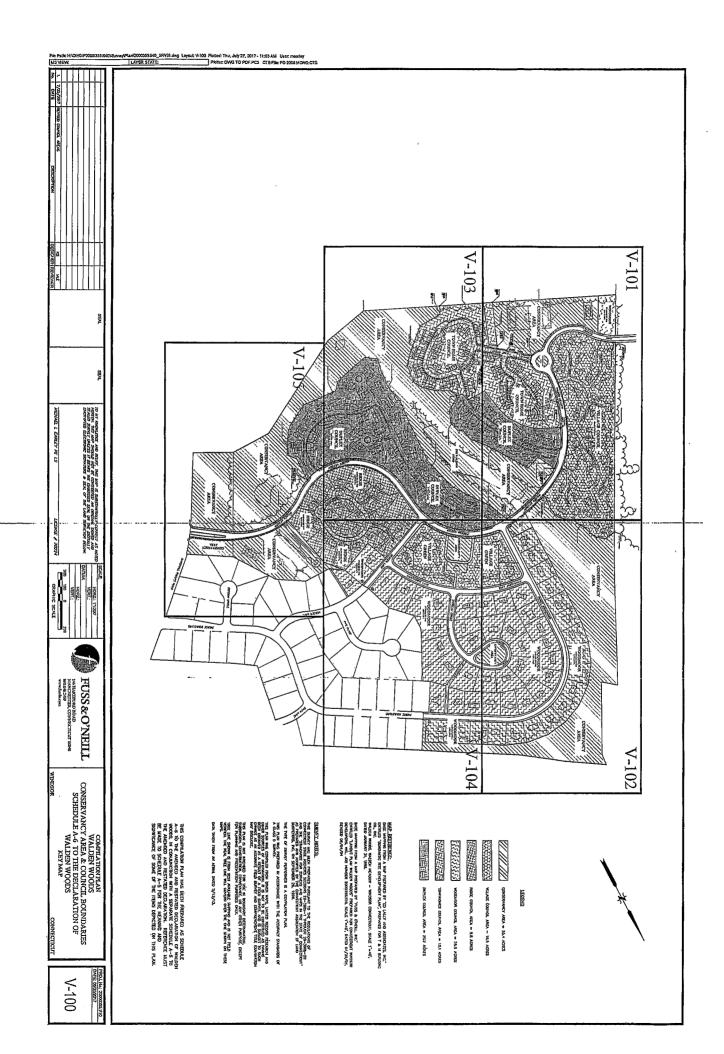
- a. On the Green roadway and both its curbs;
- b. The Green;
- c. The sidewalk that fronts Walden Meadow;
- d. The grass section to the curb;
- e. The sidewalks in front, alongside and in back of the Meeting House;
- f. The parking areas next to the Meeting House; and
- g. The two stone walls that enclose the sidewalk to the Meeting House from Hawthorne.

The driveway aprons serving the Village Home Units are part of the Village Council Area.

- G. Areas not included in Council Areas: the following, although otherwise located within the boundaries of a Council Area, are not part of any Council Area:
  - a. The Vortecnic Units on Haskins, Scarlet, and Marble Faun. This includes only the units themselves and does not include catch basins, surface drains, drain pipes into or out of the units, drain pipes, structures, or water courses out of the units.
  - b. The Amphibian Tunnel: this includes the approach into the tunnel, the tunnel itself, and the exit from the tunnel including the shrubs on the exit side.
  - c. The four entrance markers, consisting of the two stone pillars on Mercer and the two stone pillars on Pierce. This includes the stonework and the plantings.
  - d. The two stone walls, the beds surrounding the walls and the plantings in those beds which are adjacent to the Meeting House sidewalk which exits onto Hawthorne Lane.

# Schedule A-6 Added to the Amended and Restated Declaration of Walden Woods By the Fifty-Ninth Amendment and Depicting the Walden Woods Council Boundaries

The drawings that constitute Schedule A-6 to the Fifty-Ninth Amendment will be filed with the Windsor Town Clerk as 24" x 36" prints. The following reduced copies of these drawings are being distributed with the Fifty-Ninth Amendment for the information of unit owners. Full-size copies of these drawings are available for inspection at the Meeting House. Electronic copies of these drawings are available on the Conservancy's website.



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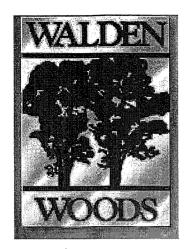
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## Council Boundaries: A Proposed Amendment to Our Declaration

## The Long and Short of It -Edition 1

### Why Amend the Declaration? What is the Problem?

The problem is that our declaration, the legal document that defines Walden Woods, does not define the physical boundaries that separate the five councils from each other and from the conservancy. Section 2.9 of the present declaration defines a council area as, "The Units in Each Council and the Common Elements near these Units as shown on the Survey," but that survey was never

prepared.

Over the years, this has led to occasional disagreements about what belongs to the conservancy, what belongs to the individual councils and who pays for the maintenance expense. For all practical purposes, the proposed amendment settles that once and for all. It is a compromise, but it is a fair compromise worked out amidst ten years of differing viewpoints.

Later this summer you will receive a package of information containing a lengthy description of the amendment. It will include a draft of the amendment language written by our Walden Woods' lawyer. It will also include a written description of the boundaries and a series of maps. There will also be a voting proxy for you to sign and return to Elite Property Management.

This pamphlet, *The Long and Short of It*, is meant to simplify the complex legal issue and language for your benefit and understanding. The bottom line is that establishing these boundaries is a legal requirement called for in the declaration, but the amendment itself has very little other impact. Walden Woods Conservancy, Inc and the five councils have been operating effectively and efficiently for more than ten years without these boundaries. Who pays for what is not going to change significantly if at all. There is no reason for the adoption of this amendment to cause an increase or decrease of any conservancy or council fee.

To help you understand the issue and answer any questions you may have, the Communications Committee will be holding a series of informational presentations at the Meeting House. The first of these sessions will be <u>July 5 at 7:00 p.m.</u> The session will be repeated <u>July 12 at 7:00 p.m.</u> Each of the five councils may also request a presentation at their regular monthly meeting. The Communications Committee is committed to repeating the session as often as is necessary to be sure that all unit owners understand the issue and have all their questions answered.

Page 1 of 2 July 1, 2017 from the Communications Committee

### The Process: Later this Summer or Early Fall:

If you were to look at the last few pages of the current declaration for Walden Woods, you would see a series of what are called "schedules." Schedule A-1 is the description of the 154 acres that make up Walden Woods. The description sounds like an old-style deed. In the amendment package you are going to receive, there will be a "Schedule A-5." It will be written in the same format, same type of language, but it will describe each of the five councils rather than all of Walden Woods.

You will also be receiving a map called "Schedule A-6," which will show each council as described by the words of "Schedule A-5." Putting the two together will make it clear where each council begins and ends.

The most complicated part will be the lawyer's statement of the actual amendment to the declaration. It will be the legal language that says that the association has the authority to amend the declaration, that the association wants to amend the declaration, etc. You will have to spend a little time looking at all three pieces to understand all the details.

If approved by a two-thirds majority of the 336 unit owners (one vote per unit), the amendment will pass. The amendment and both the schedules will eventually be recorded in the land records of the Town of Windsor.

### Quick Summary: Why is this necessary?

- 1. The declaration as amended and adopted in 2005 called for council boundaries, but the boundaries were never defined or drawn on a survey.
- 2. Why has it taken ten years to correct this error? Suffice to say that there have been five different viewpoints representing the five councils. Ten different conservancy boards as well as our lawyer and two surveying firms have been involved in resolving the problem. After all that, a compromise has been reached and approved by a majority vote of your board of directors.
- 3. How will you learn about the details? There will be open communication sessions at 7:00 p.m. at the Meeting House on <u>July 5 and 12</u>. Information will also be posted at <u>www.waldenwoodsct.com</u>
- 4. How many affirmative signatures are needed to pass the amendment? There are 336 units in Walden Woods. Two-thirds of the units must cast an affirmative vote for the amendment to be adopted.
- 5. If you have questions, where can you get answers? Your council directors will be able to answer questions at your upcoming council meetings.

Have you forgotten where you put your copy of the declaration? Go to: http://www.waldenwoodsct.com/regulationsdocumen/declaration/

Page 2 of 2 July 2017 from the Communications Committee

# AGREEMENT TO AMENDMENT TO AMENDED AND RESTATED DECLARATION OF WALDEN WOODS

The undersigned, a unit owner at Walden Woods, Windsor, Connecticut, hereby agrees to amend the Amended and Restated Declaration of Walden Woods by adopting the Fifty-Ninth Amendment thereto. A copy of the Fifty-Ninth Amendment was furnished to the undersigned with this Agreement.

If the Fifty-Ninth Amendment is not adopted by agreement of the unit owners on or before September 30. 2019, this Agreement shall be null and void. Otherwise it shall remain in full force and effect.

Dated:	Unit Number:
	Unit Owner (s) Signature (s)
	Printed Unit Owner Name (s)