

DECLARATION OF PROTECTIVE
COVENANTS, STANDARDS
AND LAND USE RESTRICTIONS FOR TIMBER
RIDGE

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**DECLARATION OF PROTECTIVE COVENANTS, STANDARDS AND LAND USE
RESTRICTIONS FOR TIMBER RIDGE**

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EXHIBIT “A” Second Amendment to Declaration of Protective Covenants, Standards and Land Use Restrictions for Timber Ridge Dated June 28, 1997

EXHIBIT “B” : Plat of Timber Ridge

**DECLARATION OF PROTECTIVE COVENANTS,
STANDARDS AND LAND USE RESTRICTIONS FOR
TIMBER RIDGE**

Whereas, a Declaration of Protective Covenants, Standards and Land Use Restrictions ("Declaration I:" was recorded in the Office of the Register of Deeds of Oneida County, Wisconsin, on February 4, 1977 as Document No. 277947, Volume 392 of Records, pages 386-405.

Whereas, a Declaration of Protective Covenants, Standards and Land Use Restrictions ("Declaration II:" was recorded in the Office of the Register of Deeds of Oneida County, Wisconsin, on December 19, 1977 as Document No. 286828, Volume 413 of Records, pages 153-172.

Whereas, a Declaration of Protective Covenants, Standards and Land Use Restrictions ("Declaration III:" was recorded in the Office of the Register of Deeds of Oneida County, Wisconsin, on September 6, 1978 as Document No. 293899, Volume 428 of Records, pages 125-136.

Whereas, the Timber Ridge Property Owners Association is the representative of the owner of certain property in Oneida County, State of Wisconsin, which is more particularly described as Lots 1 through 420 and 1A of the Plat of Timber Ridge as shown on the Plat of Timber Ridge which is attached hereto and marked as Exhibit "A."

Whereas, The Timber Ridge Property Owners Association as the owner of certain property in Oneida County, State of Wisconsin, which in general consists of common areas and roadways which is more particularly described as Outlots 1 through 47 of the Plat of Timber Ridge as shown in the Plat of Timber Ridge which is attached hereto and marked as Exhibit "A", and Outlot 1 of the certified survey map recorded in Volume 2 of Surveys, page 518.

Whereas, the Timber Ridge Architecture and Building Requirements were recorded in the Office of the Register of Deeds of Oneida County, Wisconsin, on December 14, 1994, as Document No. 438663 in Volume 753 of Records, pages 354-364.

Whereas, since three separate sets of Declaration of Protective Covenants, Standards and Land Use Restrictions were recorded and said Declarations have been amended and recorded at various times and recorded and it is the intention of the Association to incorporate, merge and consolidate all of the Declarations and amendments thereto into one document along with the Architecture and Building Requirements. It is the intention that by the recording of this document it constitutes the full and complete Declaration of Protective Covenants, Standards and Land Use Restrictions of Timber Ridge and supersedes all other recorded documents referenced above.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to T.R.P.O.A., Inc, Timber Ridge Property Owners Association, Inc., its successors and assigns. The Association is a Wisconsin corporation, incorporated on June 28, 1977.

Section 2. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot or Living Unit which is a part of the Properties, except in the event of the sale of a Lot or Living Unit pursuant to a land contract, whereupon "Owner" shall mean and refer to the purchaser under said land contract.

Section 3. "Properties" shall mean and refer to that certain real property described as Lots 1 through 420 and 1A of the Plat of Timber Ridge and such addition thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Areas" shall mean all real property (including improvements thereto) owned by the Association for the common use and enjoyment of the Owners described as Outlots 1 through 47 of the Plat of Timber Ridge and Outlot 1 of the certified survey map recorded in Volume 2 of Surveys, page 518.

Section 5. "Lot" shall mean and refer to any numbered plot of land (excluding outlots) constituted on the Properties designed and intended for residential use and occupancy.

Section 6. "Living Unit" shall mean and refer to any building or portion of a building situated on the Properties designed and intended for residential use and occupancy.

Section 7. "TRE-LLP", dba, "Timber Ridge Golf and Tennis Club", hereinafter known as "TRGTC" shall mean and refer to the Timber Ridge golf course, tennis courts, swimming pool and related recreational facilities, and its owner of record. The TRGTC enterprise and its properties are contiguous to the Properties defined as Section 3 above.

Section 8. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article II herein.

Section 9. "Structure" shall mean and refer to: (1) anything or object (other than trees, shrubbery and landscaping) the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, coop or cage, covered patio, swimming pool fence, curbing, paving, wall, sign board or any other temporary or permanent improvement to such Lot; and (2) any excavating, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot.

Section 10. "Design Review" shall mean and refer to a policy for overseeing determination of compliance of plans for structures to the requirements set forth herein.

Section 11. "Design Review Board", hereinafter known as "DRB", shall mean and refer to an entity whose duty shall be to receive, consider and act upon all proposals, plans, specifications, complaints, requests for determination, or other matters submitted pursuant to the requirements herein for new structures or alterations to existing structures imposed herein.

ARTICLE II

RIGHTS IN THE COMMON AREA

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot and Living Unit, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and the right to use any recreational facilities by an Owner for any period during which any assessment against his Lot or Living Unit remains unpaid or any infraction of its published rules and regulations; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded in the Public Records of Oneida County, Wisconsin.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Association's Bylaws, his right of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Special or Seasonal Weight Limitations. The Board of Directors shall have the right to impose special or seasonal limitations on all roads in Timber Ridge, which are as follows:

<u>Outlot Number</u>	<u>Timber Ridge Road Name</u>
1	Trailwood Drive
2	Pine Hurst Trail West
3	Forest Drive
4	Woodland Circle
6	Birchwood Court
7	Golfway Court
8	Woodcrest Drive

9	Woodhill Road
10	Woodhill Court
11	Golfview Court
14	Deer Run Lane
15	Deerwood Road
16	Pine Grove Circle
20	Pinehurst Trail
21	Forest Drive Extension
22	Timber Lane
27	Pine Ridge Court
28	Timber Court
30	Ridgewood Drive
31	Ridgewood Court
33	Knollwood Trail West
34	Timber Ridge Road
35	Fairway Lane
36	Edgewood Court
37	Woodgate Pl Entrance Road
38	Ridgewood Drive Extension
39	Woodland Court
41	Inwood Circle
42	Knollwood Trail East
46	Woodgate West
47	Woodgate East

“Vehicle” means every device in, upon or by which any person or property is or may be transported or drawn upon the roads. No person or any other entity shall operate a vehicle in violation of special or seasonal weight limitations imposed by the Board of Directors when those limitations are in effect, except when the vehicle is being operated under written permission of the Board of Directors authorizing such weight limitations to be exceeded.

When special or seasonal weight limitations are in effect, the Board of Directors shall erect signs along the roads sufficient to give reasonable notice that a special weight limitations is in effect and the nature of that limitation.

Any person or entity or lot owner who violates Article II, Section 3 shall be liable for a penalty of \$1500.00 together with the Association’s cost of prosecution together with the actual damages caused to the road or roads over which the vehicle was driven.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

The Association shall be an organization of its members. The primary purpose of the Association shall be protecting the value and desirability of the Properties through overseeing compliance with this Declaration in its entirety. The Association shall be managed by a Board of Directors.

Section 1. Association Membership. Every Owner of a Lot or Living Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Living Unit which is subject to assessment.

Section 2. Classes of Members and Voting Rights. The Association shall have two (2) classes of voting memberships and their voting rights shall be as follows:

Class A. Class A members shall be all those owners of unimproved Lots. A Class A member shall be entitled to one (1) vote for each unimproved Lot that member owns. At such time that improvements are constructed on a Lot so that the improvements consist of a completed Living Unit, then at that time the Living Unit Owner shall become a Class B member for the Living Unit.

Class B. Class B members shall be all those owners of a completed Living Unit. A Class B member shall be entitled to two (2) votes for each completed Living Unit that member owns.

ARTICLE IV
TIMBER RIDGE RECREATIONAL FACILITIES

The TRGTC is the owner and operator of the golf course and certain other recreational facilities contiguous to the Properties. Owners are not automatically members of the golf course or other recreational facilities but they shall be entitled to use all recreational facilities in accordance with the rules and regulations as in effect from time to time. Owners shall be entitled to preference in obtaining a membership to the golf course as follows:

(a) Available memberships shall first be offered to Owners in the order of their applications for membership;

(b) Membership fees charged to Owners shall be determined by the TRGTC, at its sole discretion, but in no case, shall they be more than those charged to non-owners.

ARTICLE V
MAINTENANCE AND SPECIAL ASSESSMENTS

Section 1. Personal Obligation of Owner and Creation of Lien. Each Owner of any Lot or Living Unit, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) maintenance assessments or charges, and (2) special assessments for capital improvements, both such assessments to be established as herein under provided. The maintenance and special assessments, together with penalties, interest, costs and reasonable attorney's fees in the case of delinquent assessments, shall be a charge on the respective Lot or Living Unit, shall be a continuing lien upon the Lot or Living Unit against which each such assessment is made.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, welfare and recreational opportunity of the residents of the Lots and Living Units situated upon the Properties, and for the acquisition, improvement and maintenance of the Common Area.

Section 3. Maintenance Assessments. Maintenance assessments shall be established and their allocation to lots or Living Units and the date(s) and frequency of collection billing set by the Association at the Association annual meeting of the members, at which a quorum is present with the assent of fifty-one percent of the votes (the sum of Class A and Class B votes) of members who are voting in person or by proxy.

Section 4. Special Assessments for Capital Improvements. The Association may levy, at the Association annual meeting or a special meeting called for this purpose, a special assessment for the purpose of defraying, in whole or in part, the cost of any acquisition of Common Area, and/or for the construction, reconstruction, repair or replacement of any capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty-one percent of the votes (the sum of Class A and Class B votes) of members who are voting in person or by proxy at the annual Association meeting or a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Special Assessments. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 above shall be sent to all members not less than thirty days or more than sixty days in advance of the meeting. At the first such meeting called, the presence of members or of proxies representing fifty-one percent of all votes (the sum of Class A and Class B votes) shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at such subsequent meeting shall be fifty percent of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty days following the meeting adjourned for lack of a quorum.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association: Any assessment not paid within 30 days after the due date shall bear a penalty of 10% of the unpaid balance levied on the 30th day after the due date. The penalty is compounded annually. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or Living Unit.

Section 7. Property Subject to Assessment. For purposes of this Article V, all Lots included within the Properties whether or not a Living Unit has been constructed thereon, shall be taken into account in calculating assessments hereunder unless a multiple family structure or facilities related thereto have been constructed on any of said Lots. In such case, each Living Unit within such multiple family structure and for which such facilities have been installed shall constitute an individual Living Unit for purposes of calculation of assessments and the Lots upon which the structure and facilities have been constructed will not be included for purposes of determining total Lots.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charge and lien created herein: (a) all Properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Areas as defined herein; (c) all Properties exempted from taxation by the laws of the State of Wisconsin, upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI

OWNER'S FAILURE TO MAINTAIN PREMISES

Owner's Failure to Maintain Premises. In the event an Owner of any Lot or Living Unit shall fail to maintain said Lot or Living Unit or the improvements situated thereon in a manner satisfactory to the association, the association shall have the right, upon a majority vote of the Board of Directors and after fifteen days written notice to the Owner of such Lot or Living Unit, to enter upon said Owner's premises and repair, maintain, and restore such Lot or Living Unit and/or improvements situated thereon. The cost of such repair, maintenance or restoration, together with ten percent of such cost for administrative expenses incurred by the Association, shall be added to and become part of the maintenance assessment to which such Lot or Living Unit is subject, and, as part of such assessment, shall become a lien and an obligation of the Owner and shall become due and payable in all respects as provided in Article V.

ARTICLE VII

DESIGN REVIEW BOARD

Section 1. Design Review Board. A Design Review Board (DRB) shall be established by the Association Board of Directors. The Board of Directors shall be responsible for monitoring the design review activities of the DRB. As a minimum, the DRB shall be comprised three members. The Board of Directors shall adjust the membership of the DRB as required to assure prompt service is provided the Owners. Members of the DRB must reside within a one hour drive of Timber Ridge and must be a Lot or Living Unit Owner.

Section 2. Function of DRB. It shall be the duty of the DRB to receive, consider and act upon all proposals, plans, specifications, complaints, requests for determination, or other matters submitted pursuant to the requirements herein, and to carry out all other duties imposed herein. No Structure shall be commenced, erected, placed, modified or maintained or permitted to remain on any Lot until plans and specification in such form and detail as the DRB may deem necessary shall be submitted and approved in writing by the DRB. The DRB shall have the power to retain consultants to assist in discharging its duties in the review of siting, plans and specification of structures or modifications to structures submitted for approval. The DRB shall have the right to charge a reasonable fee to defray its cost of reviewing such plans and specifications. The decision of the DRB will be based on the approval of at least two members and shall be final, conclusive and binding upon the applicant.

Section 3. Address and Notification. The DRB shall establish a mailing address and telephone numbers of DRB members. The DRB shall disseminate this information along with the names, addresses and telephone numbers of the DRB membership to the Association membership and others who may have an interest, such as builders, contractors, realtors and governmental agencies and advertise on the TRPOA, Inc. website as well.

Section 4. Design Review Procedure. Generally, the flow of requests for Design Review to the DRB will follow the following path: From Lot or Living Unit Owner or their agent to the DRB, review by DRB and, at the option of DRB, forward to a consultant for review and recommendations, return to DRB for review and approval or denial and return to Owner or his agent. The DRB shall be free to adopt a review flow procedure which will most expeditiously fulfill Design Review criteria.

Section 5. Design Submittal. All plans for new construction or alterations must be submitted and approved prior to the time construction begins. The review and approval of these plans is the responsibility of the DRB, which requires the submittal of one PDF file of the building plans, emailed to the DRB Chairperson (arrangements will be made if this is not possible). Also, one paper copy must be provided at the Project Review Meeting. The Living Unit plans shall be at a scale of one-quarter inch equals one foot (1/4" = 1') and include floor plans as well as elevation drawings of all exterior sides. A complete description of all exterior surfaces specifying material, texture and color shall be indicated on the drawings. Fences, screens and walls must also be depicted on the drawings and described in detail. A recap of the total number of square feet of interior heated floor space shall also be shown. Samples of exterior materials, including colors, shall be submitted with these plans. Also required is a detailed site plan at a scale of at least one inch equals twenty feet (1" = 20'). This site plan shall show the position of all proposed structures, including the residence, walls, fences, etc. It shall also show the location of easements, the

proposed location of driveway and parking areas and the finished floor elevation of the house. The siting of the house shall be done only after consideration has been given to the setbacks on the Lot as established by Oneida County. Failure to submit any of the above information will result in a disapproval.

Section 6. Approval of Plans and Specification by the DRB. No building, fence or other structure shall be erected, constructed, placed or altered on any Lot until the proposed building plans, specifications, engineering drawings, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas) and construction schedule shall have been approved in writing by the DRB. A refusal to approve plans, location or specifications may be based by the DRB upon any grounds, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the DRB shall seem sufficient. No alterations in the exterior appearance of any building or structure shall be made without like approval from the DRB.

Section 7. Approval of Site and Location by the DRB. Since the establishment of standard, inflexible setback lines for the location of Living Units tends to force construction of Living Units both directly behind and directly to the side of other Living Units, with resulting detrimental effects on privacy, view, preservation of trees, etc., no specific setback lines are established by these covenants. The location of Living Units shall be varied where practical and appropriate so that the maximum view will be available to each Living Unit. Each Living Unit will be located with regard to the topography of the individual Lot and to maximize the preservation of trees. Giving consideration for the setback established by Oneida County, the DRB shall have the right to control absolutely and solely the precise site and location of any Living Unit or other structure upon all Lots. Provided, however, that such location shall be determined only after reasonable opportunity is afforded the Owner to recommend a specific site.

Section 8. Statement of Policy and Effect of DRB Approvals. Approval of any plans or specifications shall not be deemed a waiver of the DRB's right, in its discretion, to disapprove similar plans or specifications or any of the features or elements included therein if such similar plans, specifications, features or elements are subsequently submitted for use on any Structure other than the one for which the original approval was given. Approval of plans and specifications relating to a specific Structure, however, shall be final as to that Structure and such approval may not be revoked or rescinded thereafter unless (a) the Structure or use shown or described on or in such plans and specification violates any specific prohibition contained in any covenants and/or restrictions recorded against the Lot or Living Unit in question and/or (b) the plans and specifications, as approved, and any condition attached to any such approval, have not been adhered to and complied with in regard to all Structures on, and uses of, the Lot or Living Unit in question.

Section 9. Fees. The DRB may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to this ARTICLE VII, payable at the time such plans and specifications are submitted. To avoid additional or duplicate fees, assure your submittal contains all information required.

Section 10. Approval of Plans. The DRB, in its sole discretion, based on standards promulgated by it, shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- (a) the failure of such plans and specifications to comply with any covenants and/or restrictions recorded upon the Properties.
- (b) failure to include information in such plans and specifications as may have been reasonably requested.
- (c) objection to the exterior design, appearance or materials of any proposed Structure.
- (d) incompatibility of any proposed Structure or use with existing Structures or uses upon other Lots in the vicinity.
- (e) objection to the grading, lighting or landscaping plans for any Lot or Structure.
- (f) objection to the color scheme, finish, proportions, type of architecture, height, bulk, or appropriateness of any proposed Structure.
- (g) objections to parking area proposed for any Lot on the grounds of (i) incompatibility to proposed uses and Structures on such Lot or (ii) the insufficiency of the size of parking areas in relation to the proposed use of the Lot or Structure.
- (h) any other matter which, in the judgment of the DRB, would render a proposed Structure, Structures or uses inharmonious with the general plan of improvement of the Properties or with Structures or use located upon other Lots in the vicinity.

Section 11. Reason for Disapproval. In any case where the DRB shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the DRB shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

ARTICLE VIII

ARCHITECTURAL CRITERIA

The criteria as outlined below reflect the exterior architectural elements which shall be considered in the design and siting of a Living Unit or Structure. The DRB uses these criteria in the Design Review process.

Section 1. Size of The Living Unit. One story homes (single family dwellings) shall have a minimum enclosed living area of at least 1400 square feet. Bi-level and tri-level homes (single family dwellings) shall have a minimum enclosed living area of at least 1400 square feet. This does not include any living space below grade. Single story, multi-family dwellings (condominiums) shall have a minimum enclosed living area of at least 1200 square feet per unit. Multi-story homes and multi-story condominiums shall have a minimum enclosed main floor living area of at least 1000 square feet. Minimum living area is defined as those areas, excluding the basement, garages, patios and breezeways that are heated.

Minimum size requirements have been specified for the protection of all property owners. Size, however, is not considered an all-important criteria. The exterior appearance of the home and its siting on the lot are considered more important than size alone, after minimums are achieved. Stated another way, a smaller home nicely done can be more attractive from a community viewpoint than a large home which has not received the same degree of care in its design and placement.

Section 2. Styling. The most important criteria for the house exterior is that it be harmonious with the surrounding environment. To accomplish this, consideration shall be given to the existing natural elements as well as the design of neighboring homes. All residences in the Subdivision shall be constructed to meet the standards set forth in the Wisconsin Uniform Dwelling Code for single family dwellings, or such other code which may, in the future, be applicable to site-built single family dwelling construction. No HUD code/manufactured homes shall be permitted. (Manufactured homes are defined as those homes that must comply with the Federal Construction safety Standards Act (HUD/CODE), which requires homes to be constructed on a non-removable steel chassis (which contains HUD tags and a HUD data plate). All residences must have a minimum eight foot (8') exterior wall height for the majority of the residence. All residences must have a minimum four foot (4') frost wall.

Section 3. Exterior Materials and Colors. The choice of exterior material and color is extremely important - the use of natural colors and textures is required. Examples of acceptable exterior materials are rough sawn woods, brick, aluminum or vinyl (or equivalent plastic material) in earth tone ranges and certain types of earth toned stucco. Earth tone colors in the brown, gray and green ranges are required. Care should be taken to avoid the use of an excessive number of different colors and materials (giving a cluttered feeling) and material or colors with the high reflective characteristics.

Many settings at Timber Ridge lend themselves to the extensive use of glass in the form of large windows, sliding glass doors, etc. This is considered quite appropriate and permits the outside to become an integral part of the home. On some homes, shutters may also be quite appropriate. They should be sized to match window openings and be mounted so as to give a functional appearance. Wooden, vinyl or metal frame vertical windows, with or without vinyl or other plastic coatings, are considered most desirable, and their use should be given strong consideration in planning.

Section 4. Roofscapes. One of the most visible elements of any home is the roof. Its ultimate appearance in relation to the structure should be carefully considered. This includes the shape of the roof in relation to the architectural design as well as color and texture of the roofing materials. Primary roofs shall have a minimum 5/12 pitch; flat roofs are not allowed. Mechanical equipment, vents, vent covers, etc. will be considered an integral part of the design and should be treated as such and concealed when feasible. Heavy weight shingles are preferred as a roofing material, but the committee will approve other materials - metal, if texture and color are satisfactory. Asphalt roofing shingles must have a minimum 25-year warranty. Roof overhangs must be at least ten (10) feet inside of the property line or an intruding easement line. All homes must have a primary roof with a minimum 5/12 roof pitch.

Section 5. Garages. An attached garage is required and must be designed as an integral part of the house. Garage doors must be of the overhead type and made of wood or wood grained finish. Where more than a one-car garage is planned, separate doors are desirable for a better overall appearance and to give minimum exposure of interior contents when a door is open.

Section 6. Driveways. A finished driveway should be carefully located for practicality as well as overall esthetic appearance and when driveway lengths are unusually long, gentle curves will also enhance the overall appearance.

Section 7. Fences, Screens, Sheds, Dog Kennels, Swing Sets, Alternative Energy Sources.

Three types of purpose built fencing may be constructed on a property:

- (a) **Perimeter Fence:** Cedar, split rail fencing shall be allowed on individual home sites with prior approval from the Design Review Board. Acceptable fencing shall be consistent to the fencing used on the Timber Ridge Golf Course and shall be stained to match the dwelling. Fencing shall only be allowed on side lot lines of fairway lots, not encroaching on the golf course easement. Fencing shall also be allowed on the public roadway side of the lot, but not located in the road right of way. No fencing shall be allowed on the golf course side of fairway lots unless approved by the golf course.
- (b) **Screening Fence:** Fencing may be used to screen air conditioning equipment, utility and garbage areas or patios and swimming pools. Fencing of this type must be submitted to the Design Review Board for approval prior to installation. The association encourages the use of rough-hewn woods, masonry or natural plantings as fencing and screening materials. No chain link, chicken wire or similar materials may be used.
- (c) **Enclosure Fence:** A fence may be constructed around a garden area (no larger than 400 square feet) to protect it from being destroyed by wildlife. The fence can be no higher than eight feet. Posts and gates must be constructed of wood and stained to match the dwelling. The fencing material must be a nonmetallic mesh that is dark in color and hard to see from a distance. Whenever possible, the garden area should be located in the rear of the lot, out of sight from the roadway and if necessary, screened from other lots with natural plantings. Fencing of this type must be submitted to the Design Review Board for approval prior to installation.

As with all elements of landscaping design, fencing should enhance, rather than detract from the overall appearance of the property.

Sheds. The addition of a rectangular shaped shed on a property is possible if the shed is used for storage purposes only and will not be habitable. If a shed is desired, its plans must be submitted to the Design Review Board for approval prior to its construction. The rules for materials and finishes that apply to the Living Unit are applicable to sheds and these specifications must also be met:

- The shed's area cannot exceed 150 square feet.
- The shed's total height cannot exceed 10 feet.

Placement of a shed must be approved by the DRB and in general should be behind a home (with the exception of corner lots) and concealed with natural planting materials from adjacent dwellings and golf course fairways.

Dog Kennels. If a dog kennel is desired, its plans must be submitted to the DRB for approval prior to its erection. Placement of a dog kennel must be approved by the DRB and in general will be behind a home (with the exception of corner lots) and concealed with natural planting materials from adjacent dwellings and golf course fairways.

Children's Swing Sets. If a swing set is desired, its plans must be submitted to the DRB for approval prior to its erection. Placement of a swing set must be approved by the DRB and in general will be behind a home (with the exception of corner lots) and concealed with natural planting materials from adjacent dwellings and golf course fairways.

Alternative Energy Sources. If the addition of an alternative energy source to the dwelling or lot is desired, the plans must be submitted to the DRB for approval prior to its erection. Placement of alternative energy sources must be approved by the DRB and in general will be behind a home (with the exception of corner lots) are concealed with natural planting materials from adjacent dwellings and golf course fairways.

Section 8. Landscaping. Proper landscaping adds the finishing touch to your home. We recommend that you obtain a professional landscape architect's advice and have a master planting plan prepared. This will serve as a guideline for initial as well as subsequent landscaping. Site planning and clearing should be accomplished, insofar as is feasible, in a manner which respects and preserves the existing natural trees, vegetation and land contours.

- (a) The number of different plant materials introduced to the site should be kept to a minimum. They should be located in large groupings to avoid a spotty effect. We encourage the use of native plant materials whenever possible and suggest the exotic horticultural varieties be limited to courtyards and other secluded areas.
- (b) Such features as rocks, statues and chain link or wire fencing which are not harmonious with the natural setting will not be permitted. Grounds lighting fixtures should be carefully selected for compatibility. Such lighting should be subdued so as not to be objectionable to adjacent property owners. Landscaping shall be completed within twelve months after occupancy of the living unit.

Section 9. Aerials and Satellite Dishes. A radio, television or other aerial, antenna, tower, transmitting or receiving aerial, or support thereof, and satellite dish, may be erected, installed, placed or maintained upon any lot or Structure provided that prior to the installation or erection of such an aerial, antenna, tower or satellite dish, the Owner of the Lot obtains written approval from the DRB as to the location of the aerial, antenna, tower or satellite dish. In no case shall an aerial, antenna, tower or satellite dish be erected, installed or placed on a Lot or Structure that would be objectionably visible from any golf course fairway or green. The DRB shall make the determination as to whether the aerial, antenna, tower or satellite dish is objectionably visible.

ARTICLE IX

GENERAL RESTRICTIONS - USE AND OCCUPANCY

Section 1. Residential Purposes. All buildings on all Lots on the Properties within Timber Ridge shall be used for residential purposes only, except Lot 141 is reserved for use by the TRGTC as noted in Section 2 below. The Lots are subject to the residential zoning requirements and regulations of Oneida County. Nothing shall be done on any Lot which may become any annoyance or a nuisance to the residents of the Properties or adjacent Properties. It is understood that the recreational areas owned by the TRGTC and the common area owned by the Association may have structures erected upon them which will not be intended for residential use and it is further understood that these structures shall not be subject to the limitations contained in this provision.

Section 2. Single Family and Multiple Family Uses. Lots 44 through 57, 289 through 306, and 328 through 420 may be used for single family or multiple family living units. Each residential unit within any such multiple family structure shall be deemed to be a Living Unit as defined by Section 6, Article I and each Owner thereof shall be deemed to be an Owner pursuant to Section 2, Article I. Lots other than the Lots listed above shall be for single family living units only, excepting Lot 141, which is reserved for use by the TRGTC and Structures on Lot 141 may be constructed and used for storage or garaging of recreational facility repair and maintenance equipment, and equipment repair and maintenance shops.

Section 3. Subdivision or Consolidation. No Lot or Living Unit shall be subdivided or split or consolidated by any means whatsoever into any greater or lesser number of residential plots or Living Units nor into any residential plot or unit of smaller or greater size without the express permission of the DRB and the approval of the Association; except in the case of consolidation and platting of lots for multiple family use into condominium complexes, Lots so consolidated will be identified on the plats and will be subject to Assessments in accordance with Article V.

Section 4. Removal of Buildings. No building or structure shall be removed from or upon the Properties or Lots without written consent of the DRB.

Section 5. Occupancy Before Completion. No building or structure upon the Properties shall be occupied until it is completed and complies with the terms and provisions of this Declaration.

Section 6. Maintenance and Repair. All dwellings, structures, buildings, outbuildings, walls, driveways and fences placed or maintained on the Properties or any portion thereof, shall at all times be maintained in good condition and repair. See ARTICLE V - Owner's Failure to Maintain Premises.

Section 7. Completion of Construction and Landscaping. All exterior construction and paint and stain finishings and landscaping for which plans and specifications are required herein to be submitted to the DRB for approval shall be completed within one year from date of approval for said approval to remain in force, unless said failure to complete is due to acts of God, strikes or other events totally beyond the control of the Owner or unless the DRB shall grant a greater period of time to complete said construction.

Section 8. Temporary Buildings. No tent, shack, trailer, house trailer, basement, garage or other Structure shall at any time be used on any Lot as a residence, temporarily or permanently, and no building or dwelling of temporary character shall be permitted, except as follows: (1) a Structure, approved by the Association, necessary for construction taking place on the Properties and not intended to be used as living accommodations during the course of construction, or (2) a Structure, approved by the Association, used for promoting or conducting sales of Living Units.

Section 9. Ground Maintenance.

- (a) Grass, hedges, shrubs, vines and mass planting of any type on each Lot or Living Unit shall, at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner.
- (b) No weeds, vegetation, rubbish, debris, garbage or similar materials of any kind whatsoever shall be placed or permitted to accumulate upon any portion of a Lot or Living Unit, which would render it unsanitary, unsightly, offensive, or detrimental to the occupants of any neighboring Lot or Living Unit.
- (c) No building material of any kind or character shall be placed or stored upon any Lot or Living Unit so as to be open to view from any neighboring Lot or Living Unit, unless such material will be used and is used within three months after the construction of Structures upon the Lot on which the material is stored.

Section 10. Preservation of Existing Trees. No existing trees greater than five inches in diameter, as measured four and one-half feet above the ground, shall be removed from any Lot for any reason except for trees that are approved by the Timber Ridge DRB. If trees are removed without permission, fine will be imposed per Article XI – General Provisions – Section 1 and all trees removed must be replaced within 30 days by similar trees 6 feet to 10 feet in height or additional fines will be imposed.

Section 11. Animals, Birds and Fowl. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot or Living Unit, except that a reasonable number of dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. In the event of a dispute as to the reasonableness of the number of such dogs, cats or other household pets kept upon the Properties, the decision of the Association shall control.

Section 12. Laundry. No clothes, sheets, blankets or other articles shall be hung out to dry in the side or front yard of any Lot except in a service yard or yard enclosed by a fence, wall or other screening device approved by the DRB.

Section 13. Exterior Lighting. Exterior not attached to a structure must be approved by the DRB as part of the Landscaping Plan. Such yard light shall continuously be maintained in good working order by the Owner of the Living Unit in question. No lighting fixture shall be installed that may become an annoyance or a nuisance to the residents of neighboring Lots.

Section 14. Automobile and Recreational Vehicle Storage. Automobiles that are for use by the owner of the living unit or lot, or their guest(s) may be parked on a finished driveway, provided the vehicle is a street legal automobile, is not abandoned or under repair and driven at least once per week.

A boat, a personal watercraft(s) or an ATV/UTV(s) may be parked on its/their trailer on a finished driveway from May 1 to October 1 each year. One snowmobile trailed may be parked on a finished driveway from December 1 to April 1 each year. No tarps, plastic or unfitted covers will be allowed.

Campers may be stored behind homes, as long as trees and/or vegetation blocking them from view from neighboring dwellings and golf course fairways screen them. Camping is not allowed at any time, on any property in Timber Ridge. No other automobiles or vehicles can be stored on a property, except for the above exceptions.

Section 15. Utilities. Wires and conduits for the transmission or distribution of electricity, telephone, and other purposes, public sewers; land drain pipes; water and gas mains; or other pipes shall be placed beneath the surface of the ground, except that street light standards and similar electrical equipment may be placed above the surface after the DRB has approved the design, location and, where required, proposed screening. Temporary poles necessary for the transmission of electricity, telephone and other purpose during the period of construction of a Living Unit may be erected but not remain on any Lot after such construction has been completed without the written approval of the DRB.

For all Properties an easement and right is reserved to install, erect and maintain utility services in the forms noted above in a ten foot strip around the entire border of each Lot and around the entire border of each Common Area subject to this declaration. Once utility service of any kind have been installed, this easement shall be limited to the ten foot strip the utilities occupy and future utilities shall be directed to this established easement. In exercising the easements consideration shall be given to the preservation and restoration of topography and trees and shrubbery. The Association shall be consulted to review plans for utility installation and use. Installation and upkeep of the utility conduits shall be made in such a manner as to assure safety in use and to maintain reasonable standards of health, safety and appearance.

Section 16. Excavations. No excavation for stone, gravel, sand or dirt shall take place on any portion of the Properties, except for the construction of Structures for which plans and specifications have been approved by the DRB.

Section 17. Oil and Mining Operations. No drilling or exploration for, or development of, oil, gas or other hydrocarbons, or refining, quarrying, or mining operations of any kind, shall be permitted upon any portion of the Properties or Common Area nor shall any wells, tanks, tunnels, mineral excavations or shafts related to oil and mining operations be permitted upon or under any portion of the Properties or common Area, and no derricks or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted thereon.

Section 18. Signs. A “For Sale” sign is permissible under the following criteria/conditions:

- (a) The sign must be rented from T.R.P.O.A. on a per listing basis for a reasonable fee to cover the cost of fabrication and maintenance of the sign.
- (b) One sign per listing to be placed adjacent to the driveway in a location approved by the Design Review Board. Lots adjacent to the golf course may rent a second sign for second fee for placement facing the golf course as approved by the Design Review Board.
- (c) T.R.P.O.A. sign(s) are the only “For Sale” sign allowed on the premises.
- (d) Sign may only be displayed while the property is for sale.
- (e) Sign to be removed within one week of property closing and returned to the Design Review Board.

No signs shall be erected or maintained on any Lot except with the written permission of the association or except as may be required by legal proceedings. If such permission is granted, the Association reserves the right to restrict size, color and content of such signs. Property identification and similar signs may be erected by the TRGTC without the written permission of the Association, so long as said signs do not exceed more than two square feet in size. Political signs will be allowed from October 1, until Election Day each year. Signs must be placed within 10 feet of an occupied dwelling.

Section 19. Refuse Containers. Unless otherwise approved by the DRB, lightweight refuse containers, weighing not more than 35 pounds, are permitted for trash, garbage, rubbish, debris, waste materials or other refuse. Said containers must be tied or closed at all times and kept within a utility yard or other enclosure so the same is not open to view from neighboring Lots. Said containers shall not be placed at street side for removal of refuse prior to the evening before the announced pickup time. Said containers must be returned to the utility yard or enclosure by midnight of the day of pickup.

Section 20. Nuisances. No noxious or offensive trade or activity shall be permitted on any Lot or in any Living Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Owners of neighboring Lots and Living Units.

Section 21. Preservation and Maintenance of Slopes, Banks and Swales. No Owner shall reconstruct, damage, destroy, open, reduce, remove, alter, modify or install anything or improvement within, over or upon any bank, slope or swale within the Properties without first obtaining DRB approval. No constructing or excavation in the proximity of any channel, bank, slope or swale shall be permitted which, in the opinion of the DRB, would impair the stability of the slopes in said areas.

Section 22. Open Burning. Open burning of wooden materials or vegetation generated by land clearing operations or demolition of a Structure shall be allowed on unoccupied Lots in accordance with applicable government regulations. Open burning to reduce solid waste on occupied Lots is not permitted.

Section 23. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within a Living Unit, a garage or shed, within a screened area approved by the DRB or buried underground. Screening may be by shrubbery or trees. Ground level tanks shall be painted a forest green color as approved by the DRB. In no case shall the storage receptacle be objectionably visible from the golf course, roadway or neighboring Lots or Living Units.

Section 24. Rules Of the Road within Timber Ridge. The Provisions of Chapter 346, Rules of the Road, of the Wisconsin Statutes shall apply to all paved roadways within the Timber Ridge subdivision.

- (a) Golf carts, all-terrain vehicles, snowmobiles or other recreation vehicles usage. No person under the age of sixteen (16) shall operate a golf cart, all-terrain vehicle, snowmobile or recreational vehicle (unless they have completed a safety class approved by the Wisconsin Department of Natural Resources and are certified), motor scooter, motor bike, or moped on any paved roadways within the Timber Ridge subdivision unless they have a valid driver's license.
- (b) Play vehicles not to be used on roadway. No person riding upon any play vehicle, may attach the same or himself or herself to any vehicle upon a roadway or go upon any roadway except while crossing a roadway. Bicycles are excluded from this provision.
- (c) Snowmobile usage. It is acceptable to ride your snowmobile to and from the Bearskin Trail using Timber Ridge roadways.
- (d) Speed limits. The speed limit on all paved roadways within the Timber Ridge subdivision shall be twenty-five miles per hour.
- (a) Vehicle Parking. Overnight parking on any Timber Ridge roadway is prohibited. Acceptable exceptions may include overnight house guests and driveway maintenance (paving/sealing). Any exceptions will be allowed for a maximum of three (3) consecutive days.
- (e) Penalties. Any person violating Sections (b.) or (c.) or (e) may be required to forfeit \$20 for the first offense and \$50 for each subsequent offense. Any person violating Section (d.) may be required to forfeit not less than \$100 and not more than \$300.

ARTICLE X

RESTRICTIONS FOR GOLF COURSE FAIRWAY LOTS

Section 1. Golf Easement. There is a reserved golf course maintenance easement area on each golf fairway Lot which is defined as a Lot any portion of which is immediately adjacent to any part of the golf course area referred to in Article IV. Registered golf course players and their caddies may enter any golf course maintenance easement area to recover a ball without such entering being deemed a trespass. Registered golf course players and their caddies shall not be entitled to enter on golf course maintenance easement area with a golf cart or other vehicle, to spend unreasonable time or in any way commit a nuisance while on such golf course maintenance easement area. The golf course maintenance easement area shall be limited to a thirty (30) foot deep strip adjacent to that part of the Lot bordering on the golf course. The objective is to maintain a natural and uniform treatment of the golf course and fairway Lot borders. This reserved easement

shall permit the TRGTC, at its election, to go onto any golf fairway Lot at any reasonable hour and maintain or landscape the golf course easement area. Such maintenance or landscaping may include regular removal of underbrush, trees less than four inches in diameter, stumps, trash or debris, the planting and mowing of grass, watering, and the application of fertilizer. Lot and Living Unit Owners are urged to coordinate their landscape plans with the TRGTC for a joint and cooperative effort.

Section 2. Out of Bounds Markers. “Out of Bounds Markers” shall be installed on the border of golf fairway Lots at the expense of the TRGTC.

Section 3. Prohibited Actions. Owners of Golf Fairway Lots shall be prohibited from any actions which would detract from playing qualities of the golf course or the development of attractive overall landscaping of the golf course Properties. Such prohibited actions shall include, but are not limited to burning trash on a Lot when the smoke would cross onto the fairway, permitting loud or offensive activities to be carried on upon the Golf Fairway Lot or keeping unfenced dogs or other pets on a Lot under conditions interfering with play due to their loud barking, running on the fairways, picking up balls or other like interferences with play.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Compliance. The Association, or any Owner, shall have the right to proceed at law or equity to compel compliance with, or to prevent the violation of, all covenants, standards, restrictions, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant, standard or restriction herein contained, however long continued, shall not be deemed to be a waiver of the right to do so thereafter.

Only written requests to review a covenant violation will be accepted by the Board of Directors. Only properties that have a formal complaint will be addressed by the Board of Directors. The Board of Directors will review the request at the next scheduled board meeting and respond within ten (10) days following that meeting, unless a legal opinion is needed. Complaints will be confidential.

Section 1. Fines. The Board of Directors, at its sole discretion, shall have the power to impose fines for non-compliance of the Declaration of Protective Covenants, Standards and Land Use Restrictions for Timber Ridge. A 15-day written notice must be given stating the Article and Section of the Protective Covenant, Standard and/or Land Use Restriction that is in violation. If after 15 days, such property owner does not bring premises into compliance, a fine may be assessed. A fine of fifty (\$50.00) to five hundred dollars (\$500.00) per day may be assessed to compel compliance and prevent violations. Further, should a fine not be paid within 30 days from billing, the Board of Directors has the authority to place a lien on properties for non-payment.

Section 2. Sever-ability. Invalidation of any covenants, standards or restrictions contained herein, by judgment or court order, shall not invalidate any other provisions contained herein and the same shall remain in full force and effect.

Section 3. Amendments. This Declaration may be amended by the affirmative vote of 51% of the total votes represented at any annual or special meeting of the members at which a quorum is present or represented by proxies. Any amendment to this Declaration shall be set forth on an instrument of amendment and recorded in the office of the Register of Deeds for Oneida County, Wisconsin.

Section 4. Annexation. Additional lands, adjacent to the Properties, Common Areas or the Timber Ridge Golf Course and related facilities may be annexed by the Association, TRGTC or any other person, with the approval of, and subject to the terms and conditions imposed by, 51% of the total votes of the members of the Association.

