

Doc No: 858337
Recorded on
12/30/2024 4:12 PM
KYLE J FRANSON
REGISTER OF DEEDS
ONEIDA COUNTY, WI
Fee Amount: \$30.00
Pages: 13

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

This document has been electronically
recorded

Whereas, the Declaration of Protective Covenants,
Standards and Land Use Restrictions for Timber Ridge was
recorded on February 25, 2021 as Document No-817264.

Whereas, the Association desires to amend Article
IX of said Declaration.

THIS SPACE RESERVED FOR RECORDING

Name and Return Address

Whereas, Article XI, Section 3 requires that the
Declaration be amended by an affirmative vote of 51% of the
total votes represented at any annual or special meeting of the
members in which a quorum is present or represented by
proxies.

Attorney Timothy B. Melms
Melms, Hogan & Francois, LLC
7520 Highway 51 S., Suite A
Minocqua, WI 54548

Whereas, at the Association annual meeting held on
June 22, 2024, the Association voted to amend Article IX of said Declaration, and by an
affirmative vote of more than 51% of the total votes represented at that annual meeting where a
quorum was present the following amendment to amend Article IX of said Declaration was
approved which shall read as follows:

**ARTICLE IX
GENERAL RESTRICTIONS – USE AND OCCUPANCY**

Section 26. Minimum Rental Period

(a) Purpose of Rental Limitation. The purpose is to preserve the residential
character of the community, promote stability, and enhance property values by limiting the
duration of rental agreements within the Association.

(b) Minimum Rental Period.

(i) No property within the Association may be leased, rented, or let for a
period of less than six (6) months. Short-term rentals, including those of a daily, weekly, or
monthly nature, are expressly prohibited. There is no maximum rental period.

(ii) Any lease or rental agreement entered into shall be for an initial period
of not less than six months and must be in written form, specifying the rental term and all
tenants.

(iii) The tenant shall not assign, sublet, or otherwise transfer the lease, or any part thereof, to any third party. Any attempt to sublet or transfer the lease in violation of this clause shall constitute a violation and the property owner shall be subject to penalties.

(c) Owner Obligations.

(i) All property owners who lease their properties must provide the Association with a copy of the lease agreement no later than ten (10) days prior to tenant occupancy along with the name, mailing address, phone number and email for both the property owners and the tenant.

(ii) The property owner is ultimately responsible for ensuring that all tenants are informed of and comply with all Association rules, policies, and restrictions. Tenant and property owner shall acknowledge receipt and review of the Association covenants by executing an Acknowledgement of Receipt and Review of Covenants and filing it with the Association secretary no later than ten (10) days prior to the commencement of the rental period. All current lease agreements for properties within the Association are hereby required to adhere to the newly implemented covenant as outlined as of the expiration of the current rental agreement with tenant.

(d) Penalties for Non-Compliance. Property owners who violate the minimum rental period requirement, fail to provide a copy of the lease agreement, and/or fail to execute and file an Acknowledgement of Receipt and Review of Covenants shall be subject to fines, penalties, and other enforcement actions as determined by the Board. Continued non-compliance may result in legal action at the discretion of the Board. While tenants are expected to adhere to the terms of their lease agreement and comply with local laws, penalties for violations will be assessed against the property owner.

(e) Compliance with Local and State Laws. This covenant is subject to local, state, and federal regulations, and any conflicting requirements will supersede this provision to the extent necessary.

[SIGNATURES ON THE FOLLOWING PAGES]

Acknowledgment of Receipt and Review of Covenants

I/We, _____ hereby acknowledge that I/we have received a complete copy of the Declaration of Protective Covenants, Standards and Land Use Restrictions for Timber Ridge.

I/We confirm that I/we have read, understood, and agree to comply with all the rules and guidelines outlined in this document as part of my rental agreement for the property located at _____.

I/We understand that adherence to these covenants is required as a condition of my tenancy and that failure to comply may result in consequences as detailed within the Declaration of Protective Covenants, Standards and Land Use Restrictions for Timber Ridge or in the rental agreement.

Dated this ___ day of _____, 20__.

TENANT:

PROPERTY OWNER:

