Document Number

Tanner Ridge Subdivision
Amended
Covenants and Restrictions
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On June 29, 2020 at the Annual Meeting of the Members of the Tanner Ridge Subdivision, Sections 5.6 and 6.9(o) of the Covenants and Restrictions were amended as adopted by a majority vote with a quorum of the members being present or represented by proxy as required by Article 2 of the By-laws of the Association. The Amended Covenants and Restrictions are set forth in their entirety herein. (amending document 1219718)

Dated this 27 day of April, 2021

James Gehrke, Secretary
State of Wisconsin)
) ss
Jefferson County)

Personally came before me on 4-27-21, the above-named James Gehrke to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission ~~(is permanent)~~ (expires 3-21-2024

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.
WRDA Rev. 12/22/2010

AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
TANNER RIDGE SUBDIVISION,
VILLAGE OF JOHN.SON CREEK, JEFFERSON COUNTY, WI

This Original Declaration of Covenants, Conditions and Restrictions of Tanner Ridge Subdivision (this "Declaration") was made and entered into by Spectrum Development Group, LLC ("Declarant"). This Amended Declaration of Covenants, Conditions and Restrictions restates the original Declaration as Amended by a vote of the Members on June 29, 2020 at which a quorum of the eligible voting members attended or were represented by proxy as authorized in the By-Laws of the Association.

Recitals

Declarant owns or previously owned certain real property, described on the attached Exhibit A, upon which Declarant intends to develop a subdivision for residences and other related improvements.

By this Declaration, Declarant intends to subject such property and improvements to certain easements, rights, restrictions, and obligations with respect to the ownership, use and maintenance of such property and improvements and all components thereof.

Now, therefore, Declarant, as fee owner of such property, by this Declaration (1) establishes and imposes certain provisions, restrictions, conditions, easements and uses upon such real property; and (2) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of such real property.

ARTICLE 1. DEFINITIONS

The following terms shall have the assigned definitions:

1.1 Association - The "Association" shall mean Tanner Ridge Homeowners Association, Inc., the members of which shall be all Owners of Lots in the Subdivision.

1.2 Association Insurance -"Association Insurance" shall mean all policies of insurance as may be maintained by the Association under this Declaration.

1.3 Tanner Ridge Subdivision Documents - "Tanner Ridge Subdivision Documents" shall consist of this Declaration, Articles of Incorporation of the Association and the Bylaws of the Association.

1.4 Board - The "Board" or "Board of Directors" shall be the governing body of the Association, elected according to the Bylaws.

1.5 Building - A "Building" shall be any freestanding structure located in the Subdivision.

1.6 Bylaws -The "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.

1.7 Common Areas -The "Common Areas" shall consist of the Outlets or easements on a portion of a Lot used for signage identifying the Subdivision as Tanner Ridge Subdivision.

1.8 Common Improvements - The "Common Improvements" consist of the following, some of which may be located in Common Areas and some of which may be located in public streets: all signs on the Property generally identifying the Subdivision as Tanner Ridge Subdivision, and any improvements made by the Association in the Common Areas.

1.9 Declarant - The "Declarant" shall mean Spectrum Development Group, LLC and the successors and assigns of Declarant pursuant to assignment in accordance with Section Log14.7 of this Declaration.

1.10 Declaration - "Declaration" shall mean this Declaration as the same may be amended from time to time.

1.11 Director - A "Director" shall mean a member of the Board.

1.12 Drawings -The term "Drawings" is defined in Section 6.2.

1.13 Lot - "Lot" shall mean a platted lot intended for construction of a residence as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat.

1.14 Mortgage - "Mortgage" shall mean a recorded first lien mortgage against a Lot or the vendor's interest under a recorded first lien land contract relating to a Lot.

1.15 Mortgagee - "Mortgagee" shall mean the holder of a Mortgage.

1.16 Occupant - "Occupant" shall mean the Owner and any other person residing on a Lot.

1.17 Outlot - "Outlot" shall mean an outlot as shown on the Plat. The reference to an Outlet by a number shall mean that particular Outlot as shown on the Plat.

1.18 Owner - "Owner" shall mean each fee simple owner of a Lot. The Declarant is an Owner with respect to Lots to which it holds title.

1.19 Plat - A "Plat' is the plat of the Property as recorded in the Register's Office.

1.20 Property - The "Property" shall mean the real estate subject to this Declaration, as described on Exhibit A and all Buildings and other improvements constructed or to be constructed thereon.

1.21 Register's Office - The "Register's Office" shall mean the office of the Register of Deeds for Jefferson County, Wisconsin.

1.22 Rules - The "Rules" shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.

1.23 Subdivision - "Subdivision" shall mean all of Lots as shown on the Plat.

1.24 Johnson Creek - "Johnson Creek" shall mean the Village of Johnson Creek (municipality), Wisconsin, and its successors.

ARTICLE 2. ASSOCIATION OF OWNERS

2.1 Administration - Declarant shall establish the Association to administer the property. Declarant shall include in the Bylaws for the governance and administration of the Common Areas and Common Improvements. The Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules, and all other uses of and restrictions on the Property. Until the establishment of the Association, all powers of the Association shall be exercised by Declarant.

2.2 Membership and Voting - Each Owner shall automatically become a member of the Association. In the Association, the Owner(s) of each Lot acquired from Declarant shall be entitled to one (1) vote for each Lot owned. Each Lot owned by Declarant ("Declarant Lot") shall be entitled to three (3) votes for each Declarant Lot. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 3 of this Declaration.

2.3 Control of Association - Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles, By Laws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), until the earliest of: (1) thirty (30) days after the receipt of occupancy permits from Johnson Creek for all of the Lots; or (2) Declarant's election to waive its rights to control.

2.4 Management - The Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common

improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, upon ninety (90) days' notice without payment of any penalty.

2.5 Approvals - Except for proposals requiring approval by the ACC, defined below, pursuant to Article 6 hereof; any proposal by an Owner requiring Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require to facilitate its understanding and review. The Board may approve or disapprove any proposal submitted by an Owner after considering one or more of the following concerns and any additional concerns as the Board deems prudent: (1) freedom and safety of access and convenience to other areas of the Property; (2) the costs to be paid by the Owner for restoration of Common Areas and Common Improvements to their prior physical condition upon the completion of work or use contemplated by the proposal; and (3) a fair and reasonable monthly charge to be paid by the Owner to the Association for any encroachment on any Common Areas resulting from the proposal. The Board may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate, including payment of out of pocket charges for professional advice and a standard review fee. Approval of a proposal shall be deemed given if the Association President indicates approval in writing.

ARTICLE 3. ASSESSMENTS

3.1 Budget and Assessments - The Association shall annually adopt a budget of common expenses and levy assessments on the Lots allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts, and may but need not include a replacement reserve, which in each case shall constitute part of the general assessments. The Association may also levy (a) special assessments on all Lots for any purpose for which a general assessment may be levied and (b) special assessments, or fines on particular Owners for the purpose of collecting any amounts due the Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals under Section 2.5, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses.

3.2 Installments: Late Payments - General assessments shall be levied on an annual basis but shall be due and payable as determined by the Board from time to time. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or in a Rule.

3.3 Enforcement; Liens - If an Owner defaults in any payment, the Association shall take appropriate measures as permitted by law. The defaulting Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's

reasonable attorneys' fees. Owners shall be personally liable for assessments or fines and a lien shall be imposed against such Owner's Lot for any unpaid assessments. The lien shall be effective as of the recording of a notice thereof in the Register's Office. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a property upon the foreclosure of its lien. Under Section 2.2, an Owner delinquent in payments may in some cases not be permitted to vote on matters before the membership of the Association.

3.4 Association Statements - Within five (5) business days of written request from an Owner or a Mortgagee, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the Owner's property, if any. Notwithstanding anything to the contrary in the preceding sentence, all property conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such property.

3.5 Common Expenses and Surpluses - Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

ARTICLE 4. MAINTENANCE AND ALTERATIONS

4.1 Owner Responsibility- Each Owner shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas or Common Improvements damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees or tenants. Each Owner shall, at the Owner's cost, even if no residence has been constructed by such Owner, maintain the yard, including the cutting of grass and snow removal from driveways and, if any, sidewalks, in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition.

4.2 Association Responsibility -The Association shall maintain in good condition and repair, replace and operate all of the Common Areas and Common Improvements, including landscaping, trees and plantings in the Common Areas and trimming of such trees for sight lines. The Association may, in its discretion, install additional Common Improvements in the Common Areas.

ARTICLES, RESTRICTIONS ON USE AND OCCUPANCY

5.1 Permitted Uses - Each Lot shall be occupied and used only for single family residential purposes and for no other purpose, with the exceptions of Lots 1, 2, 3, 4, 5, 33, 34, 35, 36. No trade or business shall be carried on anywhere in the Subdivision, except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications which does not burden the use of the Subdivision by frequent visits by business service providers or customers,

subject to any Rules relating to such burdens, or (2) the sale of Lots, subject to the other provisions of the Tanner Ridge Subdivision Documents and any Rules related thereto, or (3) the establishment of offices by Declarant or its agents for sales of Lots or by the Association for conducting its affairs. The term "residential purposes" includes only those activities necessary for or normally associated with the use and enjoyment of a homesite as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests without prior approval of the ACC.

5.2 Connection Between Ownership and Occupancy of Lots - Each Lot must be occupied by its Owner; the Owner's equitable beneficiary; the Owner's tenants, the Owner's shareholder, director, member, partner, employee, trustee or officer; or a member of the Owner's immediate family. For purposes of this section, "immediate family" is limited to parents, grandparents, children, grandchildren, siblings, or in-laws. Notwithstanding the foregoing, an Owner shall be responsible to the Association and each other Owner for any breach of any provision of the Tanner Ridge Subdivision Documents caused by an Occupant. The Association will only need to deal with the Owner and may, but shall not be obligated to, address any breach with the offending Occupant. Any Owner may lease a residence on a Lot for a term of not less than six (6) months, with the exceptions of dwellings located on lots 1,2,3,4,5,33,34,35,36. Any lease or rental agreement must be in writing.

5.3 Vehicles-

a) No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. No vehicle maintenance or lubrication shall be permitted anywhere in the Subdivision except washing of cars in driveways or maintenance performed within a garage.

b) Owners shall use their best efforts to store vehicles in garages. When more vehicles are actively used by household members, the vehicles shall be parked in driveways and not on the street, except for temporary parking, as later defined. Except for temporary parking as defined later, there shall be no outside storage of boats, trailers, buses, large trucks, campers, inoperable vehicles or other vehicles deemed to be unsightly by Declarant or the Board. Temporary parking of boats and vehicles shall be allowed between April 15th and November 15th of each year and shall be on site no more than a total of 90 days per year or no more than two weeks at a time during such seven (7) month period. The purpose of this provision is to provide an aesthetically pleasing subdivision for all residents. The Board shall use its best efforts to fulfill this purpose for the good of all Owners.

5.4 Garbage and Refuse Storage and Disposal - Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. No incineration of waste is permitted on the Property. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site. The refuse and garbage receptacles for each occupied home shall be stored in the residence or garage, except for a period of 12 hours prior to and following the scheduled garbage pickup.

5.5 Restricted Dumping - No construction material, grass clippings, rocks or other debris or waste materials shall be dumped by any Owner onto any Lot which is vacant within the Subdivision.

5.6 Outbuildings - No outbuildings shall be permitted, temporary or otherwise. This includes but is not limited to sheds, barns, carports, and detached garages.
~~Temporary Structures - No structure, trailer, tent, shed, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot or Common Area without written approval of the Board, except for construction trailers maintained by Declarant and its successors and assigns, or the Association~~.

5.7 Quiet Enjoyment - Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner, Occupant and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Section 2.5.

5.8 Noxious Activity - No use or practice shall be allowed in the Subdivision or the Common Areas which is immoral, improper or offensive in the opinion of the Board or which is in violation of the Tanner Ridge Subdivision Documents. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio or audiovisual equipment.

5.9 Patios and Balconies - Patios, decks and balconies of Buildings on Lots shall not be used for storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons.

5.10 Signs - No Owner or Occupant, except Declarant, may erect, post or display posters, signs or advertising material on the Common Areas or at locations within a Lot which are visible from the public streets or Common Areas without the prior written consent of the Board, except that an Owner may within the Unit erect or post a temporary sign of customary and reasonable dimension relating to the open house of a Lot for sale. Where Board consent is sought and obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. "Signs" as used herein shall by construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building.

5.11 Environmental Matters - Each Owner and Occupant shall comply with all applicable Rules, governmental statutes, ordinances, regulations or rules relating to the storage, transport and release to, from, on or in such Lot of any hazardous substances, pollutants or contaminants.

5.12 Pets - No animals, livestock, reptiles, poultry, or birds of any kind shall be raised, bred or kept within the Subdivision, except as allowed by Johnson Creek ordinance. No animals within the Subdivision shall be kept, bred or maintained for any commercial purposes. No pet shall be permitted which causes an unreasonable disturbance as determined by the Board, at the Board's sole discretion. The Board shall establish and enforce rules and regulations regarding pets, which shall be followed by all owners that keep pets. The Board may order the removal of any pet at any time in its sole discretion after notice and a hearing if such pet is or becomes offensive, a nuisance or harmful in any way to the Subdivision or those occupying or owning therein. The Association may charge a fee of any pet owner to cover the Association's administrative or enforcement costs. All pets shall be housed indoors and, if allowed outdoors, shall be kept on a leash unless the Architectural Control Committee has approved of a dog kennel as provided herein. Any pet excrement in portions of the Subdivision other than the pet owner's Lot shall be removed immediately by the Occupant of the residence in which the pet resides. A violation of the provisions of this paragraph shall subject the Lot Owner responsible for such violation to additional special assessments by the Board for the enforcement costs, including but not limited to reasonable attorneys' fees incurred by the Association incident to the enforcement of this paragraph 'and the rules and regulations established by the Board.

ARTICLE 6. ARCHITECTURAL CONTROL

6.1 Architectural Control Committee - Declarant shall establish an Architectural Control Committee ("ACC"), related to the Association as provided herein, which shall consist of the Board. One or more Committee members may delegate their Committee duties to any one or more of the other Committee members. Buildings and other improvements installed by Declarant, or existing on the date hereof, shall not be subject to any of the terms and conditions contained in this Article 6.

6.2 Prior Approval for Improvements - Prior to the commencement of any of the activities listed below, the Owner(s) of the Lot shall submit to the ACC two (2) copies of a sketch or survey ("Drawings") of the affected Lot prepared by a licensed surveyor, engineer, architect or designer:

a) The construction of any Building or other improvements on any Lot, or the reconstruction thereof following a casualty loss thereto, or

b) The demolition of any Building or other improvements on any portion or portions of a Lot, or

c) The painting, decoration or alteration of the exterior of any Building or other improvement on a Lot, or

d) The installation of any awning, enclosure, hot tub, deck, garden, swimming pool, grading, fixed grill, fences or other landscape features on any such property.

6.3 Prior Approval for Changes - If after the completion of any approved improvements to a Lot, the Owner thereof desires to construct any additional improvements to the Lot or to substantially alter the then existing improvements or the grade of the affected Lot, the Owner shall comply with the provisions of Section 6.2 above. A proposed alteration will be deemed substantial if it affects the location or exterior appearance of the prior approved improvements.

6.4 Review and Approval Process - None of the activities listed above in Section 6.2 shall take place without the prior written or deemed approval by the ACC of the Drawings for any such proposed activity, except if the activity is the repair or replacement of previously approved exterior features with features that are identical or if the action is the repainting of an exterior surface with paint of the same color.

a) The Drawings shall include the following:

1) the location, size, elevations and type of Building(s) and other improvements, including, but not limited to, homes, garages and fences or other matters proposed to be erected or reconstructed on such property,

2) detailed plans and specifications for construction or reconstruction, including building material, type and color and plans to screen the demolition, construction or reconstruction from view, and

3) the proposed landscaping.

b) Standards and Procedural Matters of Consideration for Approval

1) The ACC shall review and consider any Drawings submitted to the ACC provided that any fees imposed for ACC review have been paid by the Owner(s). In considering the Drawings, the ACC shall consider whether all of the proposed activities proposed in such Drawings comply with the terms of this Declaration and the Johnson Creek ordinances and in the ACC's sole opinion, do not detract from or depreciate any portion of the Property, even if the Drawings otherwise do not breach any other standard set forth in this Declaration. The ACC may approve Drawings (absolutely or conditionally) or may object to Drawings (absolutely or conditionally). The ACC may not disapprove of any reconstruction of any Building or other improvements on any portion or portions of such property following a casualty loss thereto.

2) If the ACC fails to approve of or object to the Drawings within sixty (60) days after submittal of the complete Drawings and payment of any review fees to the ACC, the Drawings shall be deemed approved as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve or object to the Drawings within sixty (60) days after the submittal of the complete revised Drawings and the payment of any additional review fees to the ACC.

3) Following the ACC's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be. The ACC may, in its discretion, extend the withdrawal period by up to an additional 6 months if it reasonably determines that the delay has been primarily caused by factors outside of the control of the Owner.

6.5 Separate Johnson Creek Approval - Matters which require approval of the ACC may also require approval of Johnson Creek. Obtaining approval from the ACC and from Johnson Creek is solely the responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by Johnson Creek and approval by Johnson Creek shall not be deemed approval by the ACC.

6.6 Procedures and Budget - The ACC may set its own operating procedures consistent with this Declaration. The costs of operating the ACC shall be assessed by the Association as common expenses, except as permitted below. The ACC may, but need not require the payment of a review fee by an applicant Owner in connection with the submittal and review of any Drawings. The ACC may engage and employ consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant Owner. The members of the ACC shall not receive any compensation for serving on the ACC but may be reimbursed for expenses incurred in performing their duties. All funds relating to the ACC shall be handled by the treasurer of the Association.

6.7 Uniformity Standards - Waiver - The ACC may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing, or exterior, whether generally or for certain types of improvements, The ACC may waive any such standard which it has adopted, may waive any standard contained herein, and may waive any floor area requirements by up to 10% so long as the reduction does not exceed the minimums provided by the Village of Johnson Creek Zoning Ordinance. The ACC may in its discretion also permit comparable or superior construction materials as substitutes for those required in this Declaration. Any such waiver or approval must be express and in writing. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard. Any variance granted hereunder may be conditioned, and may be permanent or time-limited (and if not expressly time limited will be deemed to be effective for so long as the use of such property is not materially altered). The ACC may waive any standard even in the absence of an "unnecessary hardship"; those judicially determined standards for granting variances under zoning regulations shall not apply to the ACC.

6.8 Indemnification - Each member or former member of the ACC, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorneys' fees, asserted against, incurred by, or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be

made a party by reason of service as a member thereof, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. In the event of a settlement of such proceeding, this indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the such person's performance as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing herein shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

6.9 Architectural Requirements & Guidelines

a) Minimum Square Feet - Only one single family home may be constructed on each Lot, with the exception of Lots 1, 2, 3, 4, 5, 33, 34, 35, 36. The total minimum finished living area of a one-story dwelling shall be 1700 square feet. In a two-story dwelling the minimum finished living area shall be 2000 square feet, with the minimum finished first floor area shall be 1300 square feet, and a minimum finished second floor living area of 700 square feet. Lots 1, 2, 3, 4, 5, 33, 34, 35, 36-the total minimum finished living area of a one-story unit/2 family dwelling shall be 1500 square feet. No split level or tri-level homes are allowed.

b) Setbacks - The minimum front building setback for all Lots in the Subdivision shall be 25 feet from the front lot line abutting the street right-of-way. The minimum rear building setback for all Lots in the Subdivision shall be 25 feet from the rear lot line. The minimum side building setbacks for Lots in the Subdivision (on either side of the dwelling unit) shall be per Village of Johnson Creek building code. On a comer Lot, the front building setback shall be applicable as to both streets unless a variance is obtained from the Village of Johnson Creek. All Lot owners should be aware these are minimum setbacks and local building code may require greater distances.

c) Diversity of Model Type - Homes adjacent to, directly across from, or in the immediate vicinity of each other can not be exactly the same or so similar as to be monotonous or aesthetically displeasing. The ACC shall be acting reasonably if it does not approve the Drawings for a residence because another residence in close proximity would be too similar in appearance, with the exception of Lots 1, 2, 3, 4, 5, 33, 34, 35, 36.

d) Basements - The ACC shall be acting reasonably if it requires portions of basement walls to be exposed on Lots with significant grades to allow for a more natural transition between residences. Any such exposed basement or foundation walls shall be covered with material consistent with the overall architecture of the residence.

e) Garage - Each Building which is used as a dwelling unit shall have an attached garage for not more than four nor less than two cars. The garage shall enclosed, in the aggregate, an area not less than 476 square feet and not more than 800 square feet. The garage must be constructed

at the same time as the Building and shall harmonize with it as to design, materials and finished floor elevation.

f) Driveway - Driveways shall be located at least five (5) feet from all side and rear lot lines to conform to Village Zoning Code. Each Building used as a dwelling unit shall have a separate driveway. Within twelve (12) months of the issuance of an occupancy permit by the Village of Johnson Creek for any dwelling unit, all driveways on the lot must be paved with concrete or other hard and impervious paving substance (gravel and crushed stone are not acceptable paving substances).

g) Siding - The exterior siding of a home may be made of materials such as cedar, fiber cement, maintenance free upgraded aluminum or 5" upgraded vinyl siding. A minimum of 20% of the front facade of each home shall consist of brick or stone material. The ACC at its discretion to ensure that the home has a high quality of aesthetics.

h) Windows - Each home is required to use shutters or wide window trim (rough sawn cedar or aluminum wrapped) on every window..Whichever is used on the front of the home, then must be used on the sides and the rear of the house to maintain architectural consistency. Window grids are required on all windows, and the style used on the front of the home is the style that is required on the sides and the rear of the house to maintain architectural consistency. There shall be no windowless elevations.

i) Patio Doors - Each home is required to use wide patio door trim (rough sawn cedar or aluminum wrapped) on every patio door. Whichever trim is used as the window trim is required to be used as the patio door trim.

j) Corner Boards - Each home is required to use rough sawn cedar or aluminum wrapped corner boards on all corners of the home. The type of corner boards that are used on the front of the home then must be used on the sides and the rear of the home to maintain architectural consistency.

k) Aluminum Wrapped Exterior - The exterior of the home may have aluminum-clad soffit, fascia, frieze boards, gable vent trim, entry door frame trim, overhead door jamb/trim, box windows, fixture blocks and aluminum porch columns.

1) Roof - A residence shall have a roof of architectural grade dimensional shingles. Initial roof color is restricted to Driftwood. In the event that the manufacturer is changed or the Driftwood color is no longer available it will become the responsibility of the ACC to choose a comparable color to replace the original color. Each home must have a minimum roof pitch ratio of 8:12 on the main body of the roof. Roof pitches are subject to ACC approval and may be reduced for structural or aesthetic purposes.

m) Mailbox - Mailbox locations shall be designated by the Developer in the Subdivision, it is the homeowners responsibility to purchase and install mailbox per local US Post Office

standards, Each mailbox shall be installed on the Lot at the time the finished grading of the yard. Paper boxes for delivery of newspapers or magazines shall be erected or attached to the mailbox or post. No other mailbox, paper box or other receptacle shall be erected or installed by an Owner. Each Owner shall maintain its mailbox in good condition and working order.

n) Yard Lamp - Yard lamp shall be designated by the Developer in the Subdivision. It is the owners' responsibility to purchase and install per subdivision standards.

o) Fences - Perimeter fences are not permitted with the exception of required fences under 6.9 (s) of the covenants/restrictions. No chain link fences will be allowed under 6.9 (s). ~~All fencing must be approved by the ACC prior to installation. The ACC shall make the final determination on what fencing will be permitted, the location of fencing, and the height of the fencing. In general, no fence erected on any residential lot shall be higher than four (4) feet from the graded surface of the ground on which it is erected with the exception of privacy fences installed near the home for the purpose of screening views between neighbors from side to side. In this situation the privacy fence shall be no more than six (6) feet from the graded surface of the ground. No chain link fencing shall be permitted~~.

p) Additions to the Exterior Home - Additions such as sunrooms, enclosures, awnings, or any other similar structures must be approved by the ACC. All future additions are subject to the architectural controls of this document. All structural additions must be designed by a qualified engineer, architect or designer experienced in residential design.

q) Antennas/Satellite Dishes - No antenna, aerial, satellite dish, cable for television or radio reception which is greater than 24" in diameter shall be erected or installed on any roof or any other portion of a Building or on the unimproved portions of a Lot, except as erected or installed by Declarant, the Association, or any individual Owner with written approval by the ACC. Notwithstanding the foregoing, no antenna, aerial, satellite dish or cable for television or radio reception shall be installed on the front elevation of any Building on a Lot. Any satellite dish approved by the ACC shall be the smallest sized satellite dish available and shall be installed near the rear of the home. In every case, the antenna, aerial, satellite dish, cable for television or radio reception must be in compliance with Johnson Creek ordinances.

r) Clotheslines - Clotheslines may be installed and/or used but are limited to rear yards.

s) Swimming Pools/Spas - Swimming pools, hot tubs or spas may be erected, altered or modified only with the prior approval of the ACC. All pools, hot tubs, or spas shall be completely enclosed by a .secure wall or fence of a minimum of four (4) foot elevation, with a. self closing or self latching gate or door (at the top of such gate or door). There must be an unobstructed area of at least four (4) feet between the fence and the pool.

t) Walkways - All walks leading up to the front door must be paved with a hard surface such as concrete, stamped concrete, brick or flagstone. Asphalt walks are not allowed.

u) Decks - Decks must be located to the rear of the dwelling. The height of the deck is limited to the ground level .finished floor line on single story homes and to the second story finished floor line on two story homes. Decks may be constructed of treated wood as long as the material is in harmony with the adjacent home. Decks may have a clear or tinted preservative stain applied to them or be left to weather naturally.

v) Patios - Patios must be constructed with a hard surface material such as concrete, stamped concrete, brick pavers, flagstone or similar materials as long as the material is in harmony with the home.

w) Fixed Grills - All fixed grills must be approved by the ACC. Permanent grills should be placed behind the rear elevation of the house and should not be placed within ten (10) feet of the side and rear property lines.

x) Dog Kennels - Dog kennels must be located immediately adjacent to the dwelling in the rear yard of the Lot and must be approved by the ACC prior to construction. The ACC may condition any approval for a dog kennel by requiring the appropriate screening of the dog kennel.

y) Utilities - All utilities must be installed underground.

z) Solar Collectors - No exterior active solar collectors shall be erected, installed or used unless presented in drawings and approved by the ACC.

6.10 Landscaping - All landscaping must be complete within twelve (12) months after the substantial completion of the dwelling unit. At a minimum, each homeowner must plant a tree in the front of their house within the first twelve (12) months after receipt of the occupancy permit from Johnson Creek. Each homeowner is responsible for keeping the lawn and landscape in their yard in good maintenance. Should the landscape be left in an unmaintained state as to become a nuisance or an eye sore, the ACC retains the right to remedy the nuisance and assess the costs back to the homeowner. Owner shall be provided with written notice of situation and will be afforded fifteen (15) days to cure such condition before the ACC can take action.

ARTICLE 7. INSURANCE

7. 1 Association Insurance - The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas (including areas which are included in such definition by virtue of easements granted herein) and with respect to Common Improvements not in the Common Areas, all-risk casualty insurance coverage on all Common Improvements, and such other policies and/or coverages as the Board deems necessary or advisable.

7.2 Coverage of Association Insurance - The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a

"replacement cost" endorsement, without deduction or allowance fur depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Comprehensive general liability coverage shall be in such amounts as the Board determines annually, but not less than $1,000,000 per occurrence.

7.3 Proceeds - Association Insurance proceeds for casualty toss shalt be for the benefit of the Association in order to finance construction of damaged Common Areas or Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

7.4 Post - All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense.

7.5 Waiver - The Association and, by acceptance of a conveyance to a Lot or Outlot or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

7.6 Acts Affecting Insurance - No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might
(a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance, or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner or Occupant responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance shall be increased by reason of, (1) the size, design or composition of a Building, (2) anything done or kept in a property subject to this Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance requirements, or (4) the failure of any such Owner or Occupant to comply with this Declaration or the Bylaws, then the -particular Owner or Occupant shall reimburse the Associations for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular property involved.

7.7 Exclusions From Coverage - Association Insurance coverage shall exclude (a) coverage on any residence or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association Insurance; and (b) liability coverage on an Owner or Occupant, its guests, invitee, employees or tenants, arising out of any occurrences within a Lot and/or relating in any way to an Owner's or Occupant's personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverages as are excluded from Association Insurance.

ARTICLE 8. AMENDMENT OF DECLARATION

8.1 General - This Declaration and all terms and conditions hereof shall constitute covenants and restrictions running with the Property forever, and shall be binding upon all persons claiming an interest in Lot or any portion of the Property. Until all Lots subject to this Declaration are subject to an occupancy permit, subject to Declarant's reserved rights, this Declaration may be amended by recording a written instrument executed by or on behalf of the Owners of Lots having at least seventy percent (70%) of the total votes allocated to Lots and Declarant Lots, of which one vote must be that of the Declarant. After all Lots subject to this Declaration have been sold by Declarant, this Declaration may be amended by recording an instrument executed by or on behalf of the Owners of at least seventy-five (75%) of the Lots subject hereto. Each Owner shall have the right to cast one vote for each Lot owned by that Owner. Declarant shall have three (3) votes for each of the Declarant Lots it owns. In addition to the amendment requirements stated above, any amendment must be approved by at least 51% of the Mortgagees.

8.2 Procedures - Amendments shall be prepared and executed by the president of the Association and shall become effective when recorded in the Register's Office. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

ARTICLE 9. RIGHTS OF MORTGAGE HOLDERS

9.1 Notice - Any Mortgage holder, insurer or guarantor of a Mortgage on a Lot who submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the property involved, will be entitled to timely written notice of:

(a) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the property on which it holds a Mortgage or any breach of the provisions of any of the Tanner Ridge Subdivision Documents which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

(b) A lapse, cancellation or material modification of any Association Insurance; and

(c) Any proposed action that requires the consent of a Mortgage holder as specified in Article 8.

9.2 Mortgagee Acquisition of Lot - A Mortgagee acquiring title to a Lot pursuant to remedies provided in its Mortgage or by a deed in lieu of foreclosure following an Owner's default under the Mortgage shall not be liable for such property's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to such property (except to the extent unpaid assessments are included in subsequent budgets generally).

ARTICLE 10. RIGHTS OF DECLARANT

10.1 Reserved Rights

Pending the sale of all Lots by Declarant, Declarant:

(a) may use the Outlots and any unsold Lots in any manner as may facilitate the sale of Lots including, but not limited to, maintaining a sales and/or rental office or offices, models and signs and/or showing the Lots. Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Declarant's delegees shall not have the right, without Declarant's express written consent, to locate a general office operation in any such model home; although use of a model home to facilitate sales of Lots or sales of Buildings on Lots may be permitted so long as that (1) once a model home is used as a residence for an Occupant, it may not thereafter be used as a "model home"; and (2) construction materials shall not be delivered to or stored at a model home, except for construction of such model home.

(b) shall have the right to (1) grant easements upon, over, through and across the Lots (limited to the 10 feet area adjacent to each Lot line), which rights shall expire one year after conveyance of a Lot by Declarant), and the Outlots as may be required in Declarant's opinion for furnishing any kind of utility services, and maintenance and replacement thereof, or for drainage or other public purposes including, but not limited to, cable television or master antenna service, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings and (2) grant easements upon, over, through or across the Common Areas for ingress and egress and maintenance and replacement thereof, to and from, and within, the Property and other real property adjacent to it.

(c) shall have the right to veto any proposed amendment to this Declaration for any reason or no reason, in which case it shall not be deemed approved or effective.

(d) may apply the covenants contained in this Declaration to future stages of the development of Tanner Ridge Subdivision. The future stages of the development of Tanner Ridge Subdivision shall only include lands which are adjacent to the real estate which is or becomes subject to this Declaration or any additional supplemental declaration. The future stages shall become subject to this Declaration by the recording of an amendment to this Declaration with the Register of Deeds

for Jefferson County, Wisconsin. Except with respect to future stages of the development of Tanner Ridge Subdivision, such an amendment to this Declaration shall not revoke, modify or add to the restrictions and covenants contained herein. Notwithstanding anything contained within to the contrary, such an amendment as referred to in this Section, shall only require the consent, approval and signature of the Declarant.

ARTICLE 11. REMEDIES FOR VIOLATION BY OWNER

11.1 General Remedies – If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief including an order requiring the removal at the Owner's expense of Buildings constructed without ACC approval, subject to any other remedy provided by the Bylaws, or all of the above, as a result of such noncompliance. The Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance. The "prevailing party" in any action brought to enforce this Declaration or any term or condition hereof shall be entitled to recover from the other party the prevailing party's costs incurred in enforcing this Agreement, including its reasonable attorneys' fees, in addition to any other relief to which the prevailing party is entitled. The term "prevailing party" means the party obtaining substantially the relief sought, whether by compromise, settlement or judgment.

11.2 Owner or Occupant Violation: Association Right to Cure - In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate, and if an action or other proceeding is commenced in connection therewith, using the fund established in Section 3.7. Expenses incurred therefore by the Association shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 3 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

ARTICLE 12, EASEMENTS

12.1 Right of Entry - A right of entry to each Lot, Common Area or Outlot is reserved to the Association to service utility installations located on, in or under such Lot, Common Area or Outlot provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association onto any such Lot, Common Area or Outlot may be made immediately, whether the Owner or Occupant of such Lot, Common Area or Outlot is or is not present and

without liability of the Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

12.2 Drainage - An easement is reserved to Declarant, the Association and the _____over Lots and Outlots for the installation of drainage tile, swales, streams or other storm sewer and drainage system elements as shown on the Plat or in any Storm Water Management Plan referenced in Section 6.10.

ARTICLE 13. TERMINATION

13.1 Termination - This Declaration shall be in effect for a period of 25 years and automatically renewed for successive periods of 10 years each, unless terminated at the end of the original or any extended term by: (1) Declarant (if during the period of Declarant control of the Association), or (2) the written consent of the owners of at least 90% of the aggregate Lots provided that no vote shall effect an amendment to or termination of any provision hereof conferring on or reserving a special right or easement to Declarant without the express written consent of Declarant, as appropriate. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to such effect in the Register's Office.

ARTICLE 14. CONSTRUCTION AND EFFECT

14.1 Number and Gender - Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

14.2 Including - Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

14.3 Captions - The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

14.4 Severability - If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

14.5 Remedies - All remedies herein are cumulative.

14.6 Waivers - Whenever a waiver, consent or approval is required or permitted herein, it must b-e express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

14.7 Assignment of Declarant's Rights - Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed.to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office.

14.8 Other Regulation - Nothing herein shall preclude or restrict Declarant recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Declarant owns at the time of recordation.

14.9 Zoning Code - Nothing contained herein shall be construed to reduce, modify or alter the minimum requirements set forth in the present zoning ordinance, building code or subdivision control ordinance of Johnson Creek, except as specifically modified in writing by Johnson Creek, within the framework of the planned unit development portion of the present zoning ordinance.

Executed at Johnson Creek, Wisconsin, on the 27th day of April, 2021

Tanner Ridge Homeowners Association
By _____
Michael P. Garvey, Ph.D.
President and Member of the Board of Directors

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF JEFFERSON)

Personally came before me this 27th day of April, 2021, the above named Michael P. Garvey, as President and Member of the Board of Directors of Tanner Ridge Homeowners Association, to me known to be the person who executed the foregoing amendment to the original declaration in such capacity and acknowledged the same.

Rebecca A. Stewart
Notary Public State of Wisconsin,
My Commission expires November 13, 2021.

Legal description

Being a part of the Southwest $\frac{1}{4}$ of the Northeast 1/4 and the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of section 13 Town 7 North Range 14 east, in the Village of Johnson Creek, Jefferson Co.