

DOCUMENT NO.	DOCUMENT TITLE SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR ARBOR RIDGE	2144260 SANDY DISRUD REGISTER OF DEEDS ROCK COUNTY, WI RECORDED ON 12/26/2019 08:53 AM REC FEE: 30.00 PAGES: 4 **The above recording information verifies that this document has been electronically recorded and returned to the submitter.** RECORDING AREA NAME AND RETURN ADDRESS Hendricks Land Development, LLC 525 Third Street, Suite 300 Beloit, WI 53511 Attn: Lori Goff
		Parcel Identification Number

SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR ARBOR RIDGE

This Second Amendment to Declaration of Covenants and Restrictions for Arbor Ridge is made and entered into effective the 19 day of December, 2019 (the "Amendment").

WHEREAS, Hendricks Land Development, LLC ("Developer") caused to be prepared and recorded that certain Declaration of Covenants and Restrictions for Arbor Ridge dated July 31, 2007, recorded in Rock County, on the 1st day of August, 2007, as Document No. 1800387, as amended by First Amendment to the Declaration of Covenants and Restrictions for Arbor Ridge dated June 22, 2016, recorded in the office of the Rock County Register of Deeds on the 1st day of July 2016, as Document No. 2055399 (collectively, the "Declaration"); and

WHEREAS, the Declaration as recorded concerned lands identified in the Plat of the Subdivision ("Subdivision") recorded in the office of the Register of Deeds of Rock County, Wisconsin, on the 22nd day of March, 2007, as Document No. 1784039; and

WHEREAS, pursuant to the provisions of such Declaration, the Developer reserved the right pursuant to Section 9.5 to amend the Declaration at any time and from time to time so long as the Developer continued to own lots in the Subdivision; and

WHEREAS, at the time of this Amendment, Developer continues to own lots in the Subdivision and desires to amend the Declaration as follows:

1. Article 1, Restrictions on Use of Lots, is hereby amended to insert as an additional provision the following section:

1.6 Leasing.

1.6.1 Developer's Right to Lease. The Developer shall retain the right to build spec homes and lease those spec homes on such terms and conditions as Developer determines in its sole discretion.

1.6.2 Lot Owners Right to Lease. The terms of this Section 1.6.2 are effective and enforceable on and after January 1, 2020. Except as set forth elsewhere in the Declaration, a Lot Owner may lease or sublease their property, at any time and from time to time, provided that (a) no Residence, nor any part thereof, may be leased or subleased for transient or hotel purposes or, other than leasing for an initial term of not less than ninety (90) days; (b) no Residence nor any part thereof, may be leased or subleased without a written lease; (c) a notice of lease shall be furnished to the Board of Directors of the Association or until such time as the Board of Directors of the Association is formed, the Developer, within seven (7) days after execution thereof setting forth the identity, address and contact name for tenants, the anticipated use of the premises by said tenant and the commencement and expiration date of the lease; (d) the right of any lessee

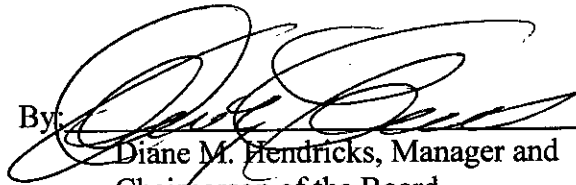
or sublessee of a Residence shall be subject to and each such lessee or sublessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations (including as amended from time to time), and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing will not impose any direct liability or responsibility on the Association or Developer; (e) any such lease shall require lessee or sublessee to provide an insurance policy naming the Lot Owner (Residence) and the Association as additional insured including arising from any use of the Common Element by such lessee, sublessee or their invitee(s).

2. The Developer represents that all necessary action to affect the approval of and authorization to make this Amendment has been duly affected.

3. Declaration Remains in Effect. Except as expressly amended or modified by the foregoing, the Declaration shall remain in full force and effect and shall not be cancelled, suspended or otherwise abrogated by the recording of this Second Amendment.

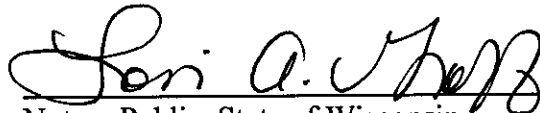
IN WITNESS WHEREOF, the Developer has executed this Amendment as of the date and year first above written.

HENDRICKS LAND DEVELOPMENT, LLC

By: 
Diane M. Hendricks, Manager and
Chairperson of the Board

STATE OF WISCONSIN)
) SS.
COUNTY OF ROCK)

Personally came before me this 19 day of December, 2019, the above-named Diane M. Hendricks to me known to be the person who executed the foregoing instrument and acknowledged the same.


Notary Public, State of Wisconsin
My Commission 6-570

This document drafted by:
George B. Erwin, III
Schmidt, Darling & Erwin
2600 North Mayfair Road, Suite 1000
Milwaukee, WI 53226



LEGAL DESCRIPTION

The Plat of Arbor Ridge Subdivision, which was recorded in the office of the Register of Deeds of Rock County, Wisconsin on March 22, 2007, as Document No. 1784039, being part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, T3N, R12E, of the 4th P.M., City of Janesville, Rock County, Wisconsin.