

FIRST AMENDMENT TO
DECLARATION OF COVENANTS,
RESTRICTIONS AND CONDITIONS
FOR CARRIAGE RIDGE

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

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See Exhibit A

Tax Parcel Number (PIN)

This is Homestead Property

This First Amendment to Declaration of Covenants, Restrictions and Conditions for Carriage Ridge ("*Amendment*") is entered into this 9th day of September, 2019, by those owners of Lots (each a "*Lot Owner*" and collectively, the "*Lot Owners*") located within the Carriage Ridge Subdivision, including the First Addition to Carriage Ridge and Second Addition to Carriage Ridge, Town of Westport, Dane County, Wisconsin all as more fully set forth on Exhibit A (each a "*Lot*" and collectively, the "*Lots*"), which is attached hereto and incorporated herein by reference, and shall become effective on the date this Amendment is recorded with the Dane County, Wisconsin Register of Deeds Office (the "*Effective Date*").

WITNESSETH

WHEREAS, the Lots are subject to the terms of that certain Agreement and Declaration of Covenants, Restrictions and Conditions for Carriage Ridge dated June 3, 1994, and recorded on June 10, 1994, as Document No. 2608675, with the Register of Deeds, Dane County, Wisconsin (the "*Declaration*"); and

WHEREAS, the Lot Owners desire to amend the Declaration by entering into this Amendment.

NOW, THEREFORE, the Lot Owners hereby amend the Declaration as follows:

1. **Recitals.** The recitals are incorporated into this Declaration.
2. **No Licensing of a Dwelling.** No Lot Owner, directly or indirectly, shall obtain or maintain a license to operate a tourist room house or bed and breakfast in any Dwelling.
3. **Restrictions on Advertising a Dwelling for Rental or Lease.** No Lot Owner shall advertise through any form of media or communication, the availability of a Dwelling for rent or lease except for a lease permitted under Section 4 of this Amendment. Advertising on any short-term rental internet site including, but not limited to, VRBO, Airbnb, HomeAway, Expedia, ShortTermHousing.com, and Craig's List is expressly prohibited.
4. **Leasing or Renting of a Dwelling.** Except as provided in this Section 4, no Dwelling may be leased or rented. A Lot Owner may lease a Dwelling to a single Family for a period of not less than twelve (12) consecutive months. Prior to the beginning of the lease term, the Lot Owner shall provide to the Carriage Ridge Homeowners Association, Inc. ("***Association***") a copy of the lease together with a list identifying the names of each tenant that will be occupying the Dwelling during the term of the lease. A Lot Owner who sells their Dwelling may enter into a leaseback arrangement with the new owner of the Dwelling; provided, the lease term does not extend beyond one hundred twenty (120) days from the date fee simple title to the Lot is conveyed to the new owner. No later than five (5) days after the Lot is conveyed, the new owner shall provide the Association with copies of the executed deed and lease.
5. **No Subletting.** No Dwelling leased under a lease permitted in Section 4 of this Amendment may be sublet or rented for any duration of time.
6. **Enforcement.** Any Lot Owner who violates any of the terms of this Amendment shall pay the Association immediately upon written demand the greater of (i) \$1,000.00 or (ii) 150% of the daily rental amount (prorated if necessary) paid by the tenant or renter for each day this Amendment is violated. The Lot Owner shall also pay the Association's actual attorney fees it incurred in enforcing the terms of this Amendment. The Lot Owner consents to the Association placing on their Lot a lien for the amount owed to the Association.
7. **Association.** All references in the Declaration to the Association shall mean the Carriage Ridge Homeowners Association, Inc.
8. **Amendment Runs With the Land.** All of the terms and conditions in this Amendment, including the benefits and burdens, shall run with the Lots and be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.
9. **Defined Terms.** All defined terms used in this Amendment that are not defined herein shall have the same meaning as set forth in the Declaration.

10. **Severability.** If a court of competent jurisdiction shall hold invalid or unenforceable any part of this Amendment, such holding shall not impair, invalidate or otherwise affect the remainder of this Amendment, which shall remain in full force and effect.

11. **Miscellaneous.** This Amendment shall become effective and enforceable against the Lot Owners as of the Effective Date. This Amendment shall be governed by and construed under the laws of the State of Wisconsin. Each person signing in any representative capacity below hereby acknowledges that he or she is authorized to do so. As used herein, the singular shall include the plural, the plural as a singular, and the use of any gender shall include all genders.

(Signatures on Following Pages)

This document drafted by:
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