

**AMENDED DECLARATION OF
COVENANTS AND RESTRICTIONS**

**WILDE RIVER SUBDIVISION TOWN OF CABLE,
BAYFIELD COUNTY, WISCONSIN**

This Amended Declaration of Covenants and Restrictions is made this 19th day of July, 2010, by the members of the Wilde River Property Owners Association, Inc.:

RECITALS

1. WHEREAS, Wilde River Property Owners Association, Inc. (hereinafter referred to as "the Association" or "WRPOA") is a nonstock corporation duly organized pursuant to the authority and provisions of Chapter 181 Wisconsin Statutes;
2. WHEREAS, the members of the Association are owners of residential lots subject to this Declaration and located within the Wilde River Subdivision, Town of Cable, Bayfield County, Wisconsin, as more particularly described in Appendix A (hereinafter referred to as "the Subdivision").
3. WHEREAS, the members of the Association desire to continue to subject the residential lots to and impose upon them mutual and beneficial restrictions, covenants, conditions, assessments and limitations of uses to which they may be put, and place the same under the same general plan or scheme of improvement for the benefit and complement of all residential lots in the Subdivision, obligating the present and future owners of such lots in accordance therewith, and to impose the same beneficial restrictions, covenants, conditions, assessments and limitations of uses to the fullest extent allowed by law;
4. WHEREAS, this Amended Declaration of Covenants and Restrictions was considered and approved by the members of the Association in conjunction with the annual meeting of members held on July 19, 2010 pursuant to the Association's articles of incorporation and by-laws such approval being documented in Appendix B to this Declaration;

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5. WHEREAS, this Amended Declaration of Covenants and Restrictions amends, restates and supersedes the Amended Declaratory Statement of Covenants and Restrictions to Run with the Land, dated November 29, 1975, recorded at Volume 286 of Records, pages 460 to 468 inclusive, on February 9, 1976 by the Register of Deeds, Bayfield County, which amended and restated the Declaratory Statement of Covenants and Restrictions to Run with the Land, dated December 2, 1971, recorded at Volume 240 of Records, pages 146 to 151 inclusive, on December 8, 1971 by the Register of Deeds, Bayfield County;

NOW, THEREFORE, the members of the Association hereby declare as follows:

**ARTICLE I GENERAL
PROVISIONS**

- A. Purpose and Intent. These Covenants and Restrictions are designed for the purpose of keeping the Subdivision desirable and uniform and in suitable, aesthetic, practical and architectural design and use as herein specified. It is the intent of these covenants and restrictions to protect and enhance the value, desirability and attractiveness of residential property within the Subdivision, and to prevent the construction of improper or unsuitable improvements, and to prevent improper or unsuitable land uses.

- B. Term and Amendment These covenants and restrictions contained herein shall run with the land and shall be binding upon all persons having, acquiring or claiming any right, title or interest in or to the real property or any parts thereof, subject to such covenants and restrictions. These covenants and restrictions shall remain in full force and effect for ten years from the date this declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of years unless otherwise amended or dissolved by a vote of 2/3 of the members who are voting in person or by proxy at an annual meeting or other meeting of the Association called for the purpose of considering such amendment or dissolution in accordance with the by-laws of the Association. However, no change shall be made which might violate the purposes set forth in Article III.G of this Declaration.

- C. Applicability. These covenants and restrictions contained herein are made applicable to the subdivided numbered residential lots subject to this Declaration and located within the Wilde River Subdivision. They do not apply to lands designated on the plat as parcels intended for commercial, multiple dwelling or recreational or special uses or as lands reserved or owned by the Association. Moreover, notwithstanding broad references in this Declaration implicating all residential lots within the Subdivision, these covenants and restrictions are not applicable to lots which are not encumbered by this document and its predecessors. Unencumbered lots may become encumbered, and thus, subject to this Declaration, if the owners of such lots apply for membership and are accepted as members of the Association pursuant to Article II.B of this Declaration and the by-laws and regulations of the Association.

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**ARTICLE II
MEMBERSHIP
COVENANTS**

- A. The Wilde River Property Owners Association, Inc. will function pursuant to the provisions set forth in the Association's by-laws and articles of incorporation.

- B. Membership in Association. Every owner of a residential lot subject to this Declaration and located within the Subdivision is a member of the Association. Each lot owner shall maintain

membership in good standing in the Association as long as the owner owns such a lot or tract in the Subdivision. Every owner of a residential lot which is not subject to this Declaration may become a member by application and acceptance into the Association pursuant to the terms, conditions, and procedures established by the Board of Directors. Such terms shall include compliance with the covenants and restrictions set forth in this Declaration and amendments hereto.

C. **Compliance with Articles, By-Laws, and Covenants and Restrictions.** Each member shall abide by the Association's articles of incorporation as they may be amended from time to time and the Association's by-laws as they may be amended from time to time, and by this Declaration of Covenants and Restrictions as it may be amended from time to time. If a member does not so comply, all rights and benefits of membership including voting rights and access to amenities may be suspended during the period of noncompliance.

D. **Lot Owner Interest in Association Property.** An owner of a residential lot who is a member of the Association shall have an interest in all of the property owned by the Association. The extent of such interest shall be calculated by determining the ratio of one lot to the total number of lots subject to this Declaration and amendments hereto, such fractional interest to be further divided by the number of owners of a lot if there are two or more owners.

E. **Assessments.** All residential lots which are subject to this Declaration and located within the Subdivision shall be subject to assessment. Each lot owner shall be deemed to covenant and agree to pay the Association (1) annual assessments; and (2) special assessments for capital improvements, such assessments to be fixed and collected from time to time as provided herein and as provided in the Association's by-laws. Lots owned by the Association shall not be subject to assessment.

1. **Creation of Lien and Personal Obligation.** The annual and special assessments, together with such interest thereon and costs of collection and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made when properly filed under Wisconsin law. Each such assessment, together with such interest thereon and costs of collection and reasonable attorney fees, shall also be the personal obligation of the owner of such property at the time when the assessment became due.

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2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and general welfare of the Subdivision; and in particular without limitation, for such purposes as maintenance, repairs, capital improvements, insurance, taxes, landscaping, supplies, utilities, and personnel related to the maintaining of the properties and facilities in which owners have common rights of usage and enjoyment. Assessments are payable regardless of whether or not the privilege of using such areas or facilities is exercised.

3. **Special Assessments.** In addition to the annual assessments authorized herein, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of any capital improvement. A majority of members entitled to vote shall constitute a quorum for a meeting which considers the question of a special assessment, and a majority of members entitled to vote who are present at such a meeting shall determine the question.
 4. **Annual Assessments.** The amount of annual assessments and time and manner of payment shall be determined by the Association in accordance with the bylaws. The Association may impose late charges for delinquent assessments at a lawful rate determined by the Association.
- F. **Conveyance of Lot.** If a present owner conveys a lot, in whole or in part, to a third person, such conveying owner shall include in the terms of the instrument of conveyance a statement that the property is encumbered by this Amended Declaration of Covenants and Restrictions (as amended).

ARTICLE III GENERAL COVENANTS AND RESTRICTIONS

- A. **Architectural Control Committee.** An Architectural Control Committee shall be perpetuated by the Association pursuant to the Association's by-laws and articles of incorporation for the purpose of considering applications for construction or alteration of buildings and other improvements as set forth herein.
- B. **Restrictions on Lot Use.**
1. The numbered lots on the plat of the Subdivision shall be restricted to residential use, except those lots designated as business, commercial, community or special use areas and except such areas disclosed thereon as being reserved for future development.
 2. No lot may be subdivided. Not more than one single-family dwelling may be erected or constructed on any one lot.
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3. A lot may be divided to increase the size of adjoining lots with the prior written approval of the Association, but each such enlarged lot shall be considered one lot only. No lot may be divided to result in a lot smaller than the original lot.
- C. **Restrictions on Improvements.**
1. **Application for Permit.**

- a. No building, fence, wall or other structure shall be commenced, erected or maintained upon a lot, nor shall any exterior addition to or change or alteration therein be made until application is made to, and written approval is attained from, the Architectural Control Committee.
- b. A proper application is made by the submission of two copies of the plans and specifications showing the nature, kind, shape, dimensions, materials and location of the intended project.
- c. In the event the Architectural Control Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this requirement will be deemed to have been fully complied with.
- d. The Association may charge a reasonable fee for the processing of such applications.

2. General Restrictions on Improvements.

- a. All building plans and types of materials must comply with any existing and applicable building codes in force at the time of construction before construction begins.
 - b. The minimum residence living space on the ground or first floor of a dwelling shall be 750 square feet, exclusive of porch areas, garages and other nonresidential projections.
 - c. No building may be erected on any lot prior to the erection of a dwelling house, except on the prior written approval of the Association.
 - d. No accessory structure, basement, temporary building, or boat house shall be used or occupied as living quarters.
 - e. No building shall be constructed or erected on a lot unless built of solid or permanent material. No unpainted exteriors shall be permitted without the written approval of the Association.
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- f. No house trailers, mobile homes, tents, or other similar structures shall be erected, moved onto or placed upon a lot except in those specific areas, if any, which may be designated for such use.
 - g. Modular homes may be permitted with the written approval of the Association.

- h. No open basements or foundations shall remain unenclosed without permanent sub-flooring for more than three weeks.
 - i. The exteriors of all buildings must be completed within six months from the date construction commences.
 - j. Open pier foundation type construction shall not be permitted without prior written permission and a written plan approved in writing by the Association.
3. Setbacks. No building, porch, or other projection of a building may extend nearer than 30 feet from any road right-of-way, nor nearer than 10 feet from a side property line; nor nearer than 30 feet from a rear property line.

D. Other Restrictions.

- 1. All structures and improvements must comply with applicable zoning regulations.
 - 2. No power boats shall be permitted on any lakes or streams within the Subdivision.
 - 3. No outside toilets shall be allowed.
 - 4. No waste shall be permitted to enter any lakes or streams.
 - 5. All sanitary arrangements must comply with specifications and regulations set forth by the Association. All such arrangements must comply with all applicable statutes, regulations and ordinances.
 - 6. No trees shall be cut on any lot without prior approval of the Architectural Control Committee.
 - 7. No noxious or offensive activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. *The Association shall determine what constitutes noxious or offensive activity and said determination shall be complete and final.*
 - 8. No animals or fowl shall be kept or maintained on said lots except customary household pets in reasonable numbers.
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- 9. No signs shall be displayed on any lot without permission of the Association.
 - 10. The structures and grounds on each lot shall be kept and maintained in a neat and attractive manner. The Association shall have the right upon twenty (20) days written

notice to the owner of the property involved, setting forth the action intended to be taken, and if at the end of such time such action has not been taken by the owner, at the expense of the owner, to remove trash or rubbish, and to cut grass, weeds and vegetation, and to trim or prune any hedge or other planting that in the opinion of the Association, by reason of its location or the height to which or manner in which it is permitted to grow, is detrimental to the adjoining property or detrimental to the Subdivision. Such costs and expenses incurred by the Association shall be levied against the lot owner. This charge shall be added to and become a part of the assessment to which lot is subject, and may be collected in any manner in which assessments may be collected. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder, except in cases of gross negligence.

- E. **Special Restrictions.** The Association, its heirs, assigns and successors in interest may from time to time establish different or special restrictions, restrictive covenants and conditions for certain areas and lots of the Subdivision. Such restrictions, covenants and conditions may be in addition to or in lieu of the herein specified recorded restrictions, so long as the same are not inconsistent with the scheme of this Declaration.
- F. **Variance to Restrictions.** Any member may petition the Board of Directors of the Association for a variance to the restrictions set forth herein. The Board may approve a variance based on a finding of special circumstances which justify the variance or if the Board finds that strict imposition of the restriction would create an undue hardship on the petitioning member. In approving a variance to a restriction, the Board may impose on the petitioning member any appropriate conditions, reservations, or time limits.
- G. **Easements.** The Association, its heirs, assigns and licensees, reserves a perpetual easement of 10 feet along the rear line of all lots, together with an easement of 15 feet in width along both sides of all road right-of-ways and such an easement 7 1/2 feet in width along the side lines of each lot, together with the right to ingress and egress thereon for the installation, operation, maintenance and servicing of utility lines and facilities and for drainage ditches and appurtenances thereto with the right to trim, cut or remove any structure, trees, or brush necessary for the above purpose. Except, where an owner of two or more lots, the sides of which adjoin, constructs a building which will cross over or through a common lot side line prior to the installation of any utility lines across such easement, said consolidated lot shall not be subject to the aforementioned 7 1/2 foot easement along the line common to both lots. Also, except where a lot shall be acquired by the owners of lots adjoining it on both sides and shall apportion a portion of said lot to such adjoining lots, the easements across the sides of the lots involved shall shift to a 7 1/2 foot strip along the sides of each newly constituted lot. The owners of lots within the subdivision shall have no cause of action against the Association or its licensees, either at

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law or in equity by reason of any damage caused said lots in the installation, operation or maintenance of the above mentioned utilities, except in cases of gross negligence.

ARTICLE IV OTHER

PROVISIONS

- A. **Severability.** The invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions in this Declaration which shall remain in full force and effect.

- B. **Enforcement.** These covenants and restrictions run with the land, and shall bind all lot owners, their heirs, executors, administrators, personal representatives and assigns; and if any of them shall violate or attempt to violate any of these covenants or restrictions herein contained, it shall be lawful for the Association or for any person owning any residential lot in the Subdivision which is subject to this Declaration to prosecute proceedings at law or in equity against those violating any such covenant or restriction and either to seek the prevention of such violation, or to recover damages for such violation.

- C. **Limitation.** This Declaration shall not be construed to bestow any right or benefit to the owner of any lot which is not subject to the mutual covenants and restrictions contained herein.

DATED this 19 day of July, 2010:

Rick Schmahl
Chairman
Wilde River Property Owners Association, Inc.

SUBSCRIBED and SWORN to before me on this ____ day of July, 2010:

NOTARY PUBLIC

My commission expires:

This instrument was drafted by:

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