

AMENDMENT AND
ADDITION TO COVENANTS
AND RESTRICTIONS

Document No.

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DANIEL J. HEFFNER
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BAYFIELD COUNTY, WI

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Parcel Number(

For the purpose of tract indexing, the attached document affects a portion of the following described real property:

The Wilde River Subdivision located in Sections Fourteen (14), Fifteen (15), Twenty-two (22) and Twenty-three (23), Township Forty-three (43) North, Range Seven (7) West, Town of Cable, Bayfield County, Wisconsin.

Pursuant to Wis. Stat. § 706.05(2)(c), this document affects the real property described in an instrument recorded in the Bayfield County Register of Deeds known as document no. 459118, recorded at Volume 784, page 205, 213 on August 23, 2000. According to the statute, “identification may be either by the terms of the instrument or by reference to an instrument of record in the same office, naming the document number of the record and, if the record is assigned a volume and page number, the volume and page where the record is recorded.” Id. (formal requisites for record).

Pursuant to Wis. Stat. § 706.05(2m), if this document is to be indexed in the real estate records, a full legal description is provided as attached to this document as Attachment A. This is allowed by the statute which states: “The legal description . . . may be attached to the document.” Id.

This instrument was drafted by: George D. Knapp, Attorney,
gknapp@cheqnet.net

PROPERTY DESCRIPTION

The Wilde River Subdivision includes real property located in the Town of Cable, Bayfield County, Wisconsin and more particularly described as follows:

Lots 1 to 43 inclusive, Stone Pine of Wilde River Subdivision, as described and depicted at Volume 5 of Plats, pages 12 to 13 inclusive, recorded on November 15, 1971 by the Register of Deeds, Bayfield County, Wisconsin (Doc. # 278077); such lands located within Sections Fourteen (14), Fifteen (15), Twenty-two (22), and/or Twenty-three (23), Township Forty-Three (43) North, Range Seven (7) West, Town of Cable, Bayfield County, Wisconsin;

Lots 1 to 101 inclusive, Lake Lodge Addition to Wilde River, as described and depicted at Volume 5 of Plats, pages 15 to 17 inclusive, recorded on April 5, 1972 by the Register of Deeds, Bayfield County, Wisconsin (Doc. # 280047); such lands located within Sections Fourteen (14), Fifteen (15), Twenty-two (22), and/or Twenty-three (23), Township Forty-Three (43) North, Range Seven (7) West, Town of Cable, Bayfield County, Wisconsin;

Lots 1 to 87 inclusive, Silver Birch Addition to Wilde River, as described and depicted at Volume 5 of Plats, page 18, recorded on July 7, 1972 by the Register of Deeds, Bayfield County, Wisconsin (Doc. # 281536); such lands located within Sections Fourteen (14), Fifteen (15), Twenty-two (22), and/or Twenty-three (23), Township Forty-Three (43) North, Range Seven (7) West, Town of Cable, Bayfield County, Wisconsin;

Lots 1 to 124 inclusive, Woodcrest Addition to Wilde River, as described and depicted at Volume 5 of Plats, pages 22 to 26 inclusive, recorded on November 14, 1972 by the Register of Deeds, Bayfield County, Wisconsin (Doc. # 284145); such lands located within Sections Fourteen (14), Fifteen (15), Twenty-two (22), and/or Twenty-three (23), Township Forty-Three (43) North, Range Seven (7) West, Town of Cable, Bayfield County, Wisconsin;

Lots 1 to 91 inclusive, South Ridge Addition to Wilde River, as described and depicted at Volume 5 of Plats, pages 27 to 31 inclusive, recorded on March 9, 1973 by the Register of Deeds, Bayfield County, Wisconsin (Doc. # 286366); such lands located within Sections Fourteen (14), Fifteen (15), Twenty-two (22), and/or Twenty-three (23), Township Forty-Three (43) North, Range Seven (7) West, Town of Cable, Bayfield County, Wisconsin;

Lots 1 to 62 inclusive, Tanglewood Addition to Wilde River, as described and depicted at Volume 5 of Plats, pages 32 to 36 inclusive, recorded on March 9, 1973 by the Register of Deeds, Bayfield County, Wisconsin (Doc. # 286367); such lands located within Sections Fourteen (14), Fifteen (15), Twenty-two (22), and/or Twenty-three (23), Township Forty-Three (43) North, Range Seven (7) West, Town of Cable, Bayfield County, Wisconsin.

**AMENDMENT AND ADDITION TO COVENANTS AND RESTRICTIONS DATED
JULY 19, 2010, AND JULY 15, 2000**

This amendment to the Wilde River Property Owners Association, Inc., Amended Covenants and Restrictions dated July 19, 2010, and July 15, 2000, is approved by the Wilde River Property Owners Association, Inc., on this 19th day of July, 2024.

I. Short-Term Rentals

WHEREAS, the Board of Directors of the Wilde River Property Owners, Inc., has determined that short-term rental of property within the Wilde River Subdivision is not consistent with the purpose and intent of the Amended Covenants and Restrictions, Art. I, A, and Art. I, D, dated July 19, 2010.

WHEREAS, the Board finds that the following characteristics of short term rentals are contrary to above-stated purpose and intent as follows:

- A. Excessive noise;
- B. Increase in vehicular traffic;
- C. Increased use and wear and tear on common assets;
- D. Other noxious and offensive activity.

WHEREAS, at an Annual Meeting held on July 19, 2024, two-thirds of members voting in person or by proxy, voted 27-1 in favor of amending the Covenants and Restrictions to include the following measure restricting rental of properties to a period of not less than one year;

NOW THEREFORE, in accordance with Amended Declaration of Covenants and Restrictions of the Wilde River Subdivision, dated July 15, 2000, and July 19, 2010, the Board amends and the above-mentioned Covenants and Restrictions with the following addition and amendment:

1. Definition. The Board finds that a “short-term rental” encompasses the rental or lease of any real property for a term of less than one year.
2. Single Family Residential lots may be rented/leased only in their entirety. No fraction or portion may be rented for any term.
3. All leases shall be in writing and shall be for an initial term of not less than one year, except with prior written consent of the Board. After the initial term of of not less than one year, an extension may be made on a month to month agreement so long as the agreement between the lessor and the lessee are the same parties to the initial term. No subleases of less than one year shall be allowed.

4. Notice of any lease or sublease, together with such additional information as may be required by the Board shall be given to the Board by the lot owner within ten days of execution of the lease.
5. The owner must make available to the lessee current copies of the applicable Declaration of Covenants and Restrictions and By-laws and other rules which shall be available from the Board on request for a reasonable fee.
6. The Board may adopt other reasonable rules regulating rental, leasing and subleasing.
7. Owners in violation of the above restrictions may be fined, and their debt added to the amount of their annual assessments, as set forth by the Board.

II. Campground Restrictions

WHEREAS, the Board of Directors of the Wilde River Property Owners, Inc., has determined that the ten campground sites in the common campground within the Wilde River Subdivision are a limited asset and their use must be restricted so that a maximum number of Owners may avail themselves of this benefit offered by the subdivision.

WHEREAS, in the recent past, Owners have abused their right to these campsites by reserving more campsites than they intend to use and more campsites than they should be allowed to use considering the number of other owners in the subdivision.

WHEREAS, at an Annual Meeting held on July 19, 2024, two-thirds of members voting in person or by proxy, voted 27-1 in favor of amending the Covenants and Restrictions to include the following measure restricting the use of camp sites located within the subdivision.

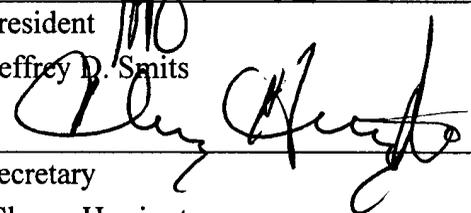
NOW THEREFORE, in accordance with Amended Declaration of Covenants and Restrictions of the Wilde River Subdivision, dated July 15, 2000, and July 19, 2010, the Board amends and the above-mentioned Covenants and Restrictions with the following addition and amendment:

1. Use of a campground site is limited one site per owner at a time. Such owner may reserve and use one additional site for that owner's guest.
2. Use of a campground site is limited to a maximum of three weeks. Any time beyond three weeks must be reserved not later than one week prior to commencement of the date of the additional time requested. For example, an owner reserves a campsite for the time of June 1 through June 21 (three weeks). The owner wants to stay longer. So not later than June 14, the owner may ask to reserve a campsite for another three weeks (June 21 through August 12). If there are no other reservations, the owner should be granted permission.

3. Guests using the campground sites as set forth above must be accompanied by an Owner when using any of the common facilities available to the subdivision.
4. Owners sponsoring guests in violation of this provision may be fined, and their debt added to, the amount of their annual assessments, as set forth by the Board.

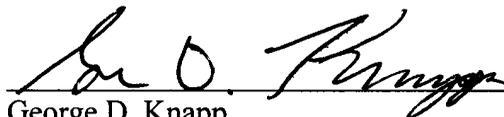


President
Jeffrey D. Smits



Secretary
Clancy Harrington

Authenticated on this 18th day of August, 2025 by:



George D. Knapp
Member in Good Standing of the State Bar of Wisconsin