

DECLARATION OF COVENANTS

Telemark Hills LLC Preliminary covenants. Final version to be provided prior to closings.

Amended 6-13-24

Telemark Hills LLC is the owner in fee of real property in the Town of Cable, County of Bayfield, Wisconsin, more particularly described as follows: Old Telemark Golf Course...actual legal descriptions provided at closing.

The following covenants and restrictions are intended for the benefit of the property, and for each owner thereof, to protect and preserve the values, amenities, and qualities of the development.

These covenants and restrictions permanently run with the land, and apply to and bind the owners of the lots subject thereto and their successors in interest. The covenants shall be enforceable by Fred Scheer and Cassidy Scheer, the architectural committee created herein, any owner or their respective heirs, successors and assigns.

NOW, THEREFORE, the undersigned declares that the real estate described in and referred to as lot _____ is and shall be held, transferred, sold, and conveyed, subject to the following covenants and restrictions on use.

1. **Land Use:** The use of each individual parcel is restricted to the construction and maintenance of single family residences. The only structures to be located on the property shall be the residential dwelling, a garage, if any, and any approved outbuildings. Following the conveyance to the original purchaser, there shall be no right to further divide the parcel to create an additional building site or separate parcel, unless that right is specifically reserved in the deed. No duplex, condominium, apartment or other multi-family housing configuration shall be permitted on any parcel. Actual build sites within lots are to be approved by architectural committee to insure future building and construction does not crowd lot lines and jhome construction is located on the predetermined build site.
2. **Submission of Plans Prior to Commencement of Construction:**
 - A. No construction or excavation shall be commenced until the owner has provided the Architectural Committee consisting of Fred Scheer and Matt Pobloske or their successors, and two current property owners appointed by Fred Scheer and Matt Pobloske with a complete set of construction plans and specifications, including the site plan showing the proposed location, grade, and elevations of the structures to be constructed on the site. Site plans shall conform to local ordinances regulating the location of the residence including, but not limited to, side lot, setbacks, rear lot, and proximity to wetlands or waterways.
 - B. The initial architectural committee shall consist of Fred Scheer and Matt Pobloske. Future committee members shall be representatives assigned by them.

- C. The architectural committee is formed for the purpose of protecting and preserving the quality, value, and amenities in the parcels subject to these covenants, and for the benefit of all of the lot owners and homeowners.
- D. Neither the committee, nor any individual member thereof, shall be responsible or liable to any lot owner for any loss or damage claimed to be occasioned by or through acts or omissions of the committee, or any individual member thereof, while directly or indirectly exercising their rights, duties, and obligations, as required and set forth herein.
- E. Approval of plans and design shall be conditioned upon conformity with these covenants, harmony of external design and color with existing structures, and compatibility of the proposed structure's location with respect to topography, finished grade, elevation, and neighboring structures.

3. Type of Buildings, Size, and Construction Materials:

- A. No exterior storage, temporary building, out or accessory building shall be placed or constructed on any lot without the written permission of the architectural committee, which shall not be unreasonably withheld. Such structures shall be compatible in style with the residence located on the property, and shall be constructed of the same materials, and shall conform to the zoning requirements of the local municipality. No Pole Buildings are allowed.
- B. Residential dwellings shall contain at least 1,000 square feet of living floor space. The calculation of living floor space does not include porches, sun decks, unfinished basements, including walkouts, attached garages, breeze-ways, crawl spaces, and the like.
- C. The improvements shall be sided with natural siding materials, i.e. wood siding, stone, brick or stucco. Other premium siding materials may be considered for use on a case by case basis, provided the architectural committee, at its sole discretion, approves the use, in writing.
- D. All excavation and earth moving shall comply with and be subject to the requirements of the Department of Natural Resources, and those authorities having jurisdiction thereof. Excavation shall be conducted in such a manner as to prevent run off to adjacent lots, roads or wetlands. The use of silt screening or other appropriate measures shall be implemented as required.

4. Parking and Storage of Vehicles:

- A. The term, "vehicle", includes, but is not limited to, motor vehicles, automobiles, trucks, motorcycles, ATVs, trailers, campers, boats, water craft, snowmobiles, etc.

- B. Storage and Parking of vehicles, whether outdoors or in a garage constructed for that purpose shall not create a nuisance and/or eyesore.
 - i. Outdoor storage of vehicles shall be permitted on a temporary basis.
 - ii. If a garage is constructed as part of the improvements to the property, the vehicles located on the premises, to the extent reasonably possible, shall be stored within the garage.
 - iii. No more than four (4) usable vehicles may be stored outdoors on a continuous or long term basis.
 - iv. No junked, abandoned or unsightly vehicles shall be stored or parked on the premises.

5. Building Site Limitations: Each lot represents one building site. The original parcel purchased from Seller shall not be divided to create an additional building site, unless specifically permitted and provided for in the original conveyance. No further division of the lot or application for re-zoning shall be permitted, other than as necessary to permit the construction of one single family residence on the parcel.

6. Short Term Rentals. Short term rentals will be allowed per the rules outlined by the State of Wi, Bayfield County and Town of Cable. Rentals will be limited to two people per bedroom as listed on the homes sanitary permit. A 2 bedroom home will be limited to 4 guests. Owners are not limited in this way...only renters.

7. Trees: The cutting of trees and/or timber is restricted as follows:
 - A. The creation of a building site no greater than one (1) acre in size.
 - B. The removal of storm damaged or dead trees.
 - C. The removal of trees constituting a safety hazard.
 - D. No logging, clear cutting or removal of timber for purposes of sale shall take place at any time, other than in conjunction with a thinning of trees consistent with normal timber stand improvement practices, or in conjunction with the establishment of the building site, per item 6 (A).

8. Excavation: No excavation, mining, or removal of natural resources shall be permitted on the subject property, except as required to construct permitted improvements and the installation of landscaping.

9. Golf Fairways. All fairways will be maintained as view corridors for the benefit of all Telemark Hills lot owners. Lot owners may not plant trees on old fairways other than 4 fruit trees per parcel. No structures of any kind may be placed, located or encroach on old fairways unless it is deemed as an only option by the Architectural Committee. Owners are responsible to mow any fairway they own at least once a year. Mowing is required to inhibit tree growth and woody cover.

- 10. **Enforcement of this Document:** Enforcement of any portion of this document shall be through binding arbitration when required.
- 11. **Wood Boilers:** Exterior wood boilers or furnaces for the purpose of generating and providing heat to the improvements on the property are prohibited.
- 12. **Burning of Garbage:** The outdoor burning of garbage is prohibited.
- 13. **Severability:** Invalidation of any of these covenants or restrictions by final order or final judgment of a court of competent jurisdiction shall not affect the enforceability of the remaining restrictions and covenants, all of which shall remain in full force and effect.
- 14. **Amendment of Covenants:** The Declaration of Covenants may be amended, subject to the following:
 - A. Such amendment shall be in writing.
 - B. The amendment must be approved, in writing, by 80 % of the owners of the total number of lots in the development.
 - C. The amendment must be recorded in the office of the Register of Deeds for Bayfield County, Wisconsin.

IN WITNESS WHEREOF, the undersigned Fred Scheer as representative of Telemark Hills, has executed this Declaration of Covenants and Restrictions this _____ day of _____, 2024.

Fred Scheer

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 20__, the above named Fred Scheer and Cassidy Scheer, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Original Document

This document was drafted by:

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Notary Public, State of Wisconsin