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DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR AUTUMN HEIGHTS

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Kevin and Sandy Warnecke
Autumn Heights, LLC
2513 Rib Mountain Way
Wausau, WI 54401 Rd #25.

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Parcel Identification Number (PIN)

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**DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR AUTUMN HEIGHTS**

WHEREAS, Autumn Heights, LLC, a Wisconsin limited liability company (hereinafter "Declarant") is the owner of certain real property in Marathon County, Wisconsin, which is more particularly described as Lots 1 through 20, inclusive of Autumn Heights, a Marathon County Plat being a subdivision of part of the Northeast one-quarter (NE 1/4), the Southeast one-quarter (SE 1/4) and the Southwest one-quarter (SW 1/4), all of the Northeast one-quarter (NE 1/4) of Section twenty-two (22), Township twenty-nine (29) North, Range six (6) East, located in the Town of Stettin, Marathon County, Wisconsin.

WHEREAS, the Restrictions and Protective Covenants set forth below are designed to protect the owners of lots in Autumn Heights against such uses of surrounding lots as might detract from the residential value of their lots; to preserve, to the extent applicable, the natural beauty of the property; to prevent the creation of poorly designed or proportioned structures; and to encourage and secure the erection of attractive homes with attractive landscaping, all to enhance and maintain and preserve the value of the property for the lot owners.

NOW THEREFORE, the Declarant hereby declares and establishes the following covenants, conditions, reservations and restrictions for the benefit of all lot owners. These covenants are imposed upon all lots and shall be binding upon all parties having any right, title or interest in the property, their heirs, successors and assigns, and such covenants will inure to the benefit of all lot owners.

Article I. DEFINITIONS

Section 1. The term "Lot Owner" refers to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or other subdivision which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 2. The term "Property" refers to the real property described above and any additions that may later be brought within the jurisdiction of the Declaration.

Section 3. The term "Lot" refers to any plot of land shown on any recorded subdivision map of the Property.

Section 4. The term "Perimeter Area" means the area of each Lot outside of the building set back line along the perimeter of the subdivision.

Section 5. Zoning and General Land Use. All lots are subject to all ordinances, zoning laws and other restrictions of the Town of Stettin, County of Marathon and the State of Wisconsin. In addition all local, state and federal environmental laws, statutes, regulations, rulings and judgments must be in compliance.

Article II. USE RESTRICTIONS AND EASEMENTS

Section 1. Use of the Property. The Property shall be solely and exclusively for single-family residences. No business activities shall be conducted by the Lot Owners on the Property other than as may be lawfully incident to and in character with use as a single-family residence. In no event shall any business advertising be permanently displayed on the Property. No structure of a temporary character (trailer, basement, tent, shack, garage, barn or other outbuilding) is permitted on the Lots. In addition to the provisions hereof, all Lots are subject to all ordinances, zoning laws and other restrictions of the Town of Stettin.

Section 2. Architectural Control: For the protection of the owners of lots, so long as Declarant owns any Lot, no buildings shall be erected, placed, or altered on any building Lot in the subdivision until the building plans, specifications, and plot plan showing the location of such building and driveway design has been approved in writing by the Declarant. So long as Declarant owns any Lot, landscaping and exterior lighting plans must be submitted for approval by the Declarant prior to their installation.

Section 2.1. House Requirements.

(a) All structures must have a minimum of a two-car attached garage. Attached garages must be an integral part of the dwelling and have a concrete floor area not less than 600 square feet nor greater than 1,200 square feet.

(b) All structures must be one-story or two-story design, not to exceed two stories in height (plus attic) from the final lot grade. No mobile homes, double-wides or manufactured housing shall be permitted. However, component construction shall be permitted. Walk out basements are allowed where topography permits.

(c) Permitted dwelling sizes are exclusive of basements, attics, garages, porches, patios, breezeways or similar enhancements. All must be measured along the exterior walls.

1. One-story dwelling - 1,550 sq. ft. minimum.

2. Bi-level dwelling - 1400 sq. ft. minimum on the top floor. The lower level on bi-level construction shall not be included in the calculation to determine square footage.

3. Two-story dwelling - Minimum of 1,200 sq. ft. on main floor.

The minimum square footage's shall be measured using only the first and second floor measurements so as not to include any basement footage regardless if such footage is finished as living space or not.

(d) Have a minimum of 6/12 pitch roof on the majority of roofed surface. An alternative pitch roof may be used upon prior written consent of the Declarant.

(e) Siding material shall be vinyl, aluminum, cultured stone, masonry, composite, stone, brick, fiber cement or EFIS. Exteriors must have a minimum 20% masonry component on the facade.

(f) House must be completed within one year of start of construction.

Section 2.2 Driveway.

(a) Must be hard surface such as concrete, asphalt or pavers.

(b) Must be installed within one (1) year of the start of construction.

Section 2.3. Out Building.

(a) Must be of matching design and quality as the house.

(b) Must be no larger than 110% of the attached garage and located no closer to road than the home.

(c) For Lots 1, 12, 13, 19 and 20 any outbuilding must be no closer to Hwy O than home.

(d) May not be used for outdoor furnaces that heat the single-family residences.

(e) Must be approved by the Declarant prior to construction.

Section 2.4. Landscaping.

(a) Each Lot Owner shall create a lawn or other appropriate landscaping no later than the first growing season after substantial completion of construction of the residence thereon.

(b) All grass, hedges, shrubs, vines and mass plantings of any type on any Lot contained within the property shall, at regular intervals, be mowed, trimmed, and cut so as to maintain the same in a neat and attractive manner.

Section 2.5. Exterior Lighting.

(a) Exterior lighting on all Lots shall be of such focus and intensity so as not to cause excessive spillage to adjacent properties.

(b) No spotlights are permitted for exterior lighting.

(c) Light is to be decorative and soft in nature.

Section 2.6. Swimming Pool. If an above-ground or an in-ground pool is placed on any of the lots, it must be obscured with a privacy fence. Any fence so constructed shall completely contain the pool and be a minimum of five (5) feet in height. All gates in such a fence shall be kept closed at all times so as to prevent access/trespass by children.

Section 2.7. Fences. Lot Owners shall not install any fencing of any kind without the prior written approval of the majority of the Lot Owners.

Section 2.8. Grade. So long as Declarant owns any Lot, the Declarant reserves the sole and exclusive right to establish grades and slopes on the Property and to fix the grade at which any building shall be hereafter erected.

Section 3. Lot Size. All Lot sizes are described in the recorded plot map. There shall be no further subdivision on any individual Lot. Annexation of adjacent lots is allowable.

Section 4. Time Restrictions. The residence shall be completed on the exterior prior to the occupancy of the dwelling.

Section 5. Maintenance. The lawn around the residence on each Lot shall be covered with grass, trees, shrubs and flowers appropriate to the premises. All yards shall be maintained in a neat, clean, and orderly manner. The Lot Owner shall maintain the exterior of the same at his or her own expense in a good state of repair and cleanliness at all times. Lot Owner reserves the right to clear and maintain any Lot that has been sold but not yet built on.

Section 6. LP Gas Tanks.

(a) LP tanks are preferred to be located underground.

(b) LP gas tanks may be maintained above ground only if they are completely screened on all four sides from street view by aesthetically pleasing and appropriate landscaping and are approved by the Declarant prior to installation. Appropriate landscaping includes any, or a combination of, the following: retaining walls to set the tank lower than the surrounding area (below or partially below plain view from street level), plants, and screens/fences. Retaining walls and/or plants should screen 75 percent or more of the view while screens/fences should be used to screen no more than 25 percent of the view. Visual exposure of LP tanks to the outside perimeter, away from the street, is acceptable.

Section 7. Exterior. No Lot Owner shall erect or maintain clothes lines, clothes poles, television antenna, radio antenna, or any other device which projects permanently out of the ground or the exterior of the residence. TV dishes shall be no larger than 31" diameter. All items must be stored inside the residence.

Section 8. Nuisance. No part of the Property shall be used or occupied injuriously to affect the use, or value, of the adjoining or adjacent Property for residential purposes, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 9. Animals. Only house pets shall be allowed on each Lot, such as house dogs, cats, fish and tropical birds. No farm animals or the like shall be allowed on any Lot on the Property. All pets must be kept indoors. Pet houses, pet fences, exercise runs or kennels should be kept towards the rear of the premises. Each pet in a residence must be owned only by the Owner(s) of that particular Lot. Pets must be attended to when outside the residence. It is the responsibility of the pet Owner to properly dispose of droppings. Invisible fences for pet confinement are permitted. Barking and/or animal noises must be

controlled by pet Owner so that they do not become an annoyance or nuisance to the neighborhood.

Section 10. Debris. No Lot shall be used for the storage, placement or dumping of garbage, junk, car or machinery parts or other debris or materials and all Lots shall be kept in a neat, clean and orderly condition and appearance. Except during approved construction and as approved by the appropriate governmental authority, no person shall burn rubbish, garbage, or any other form of solid waste on any Lot.

Section 11. Connection to Power Utilities. No overhead electrical, telephone, utility power lines or cables shall be allowed on any Lots on the Property. All such lines or cables shall be buried in the ground in conformity with standards and practices in effect when such are laid out or constructed.

Section 12. Tree Removal. No mature trees shall be cut down on the Lots on the Property unless necessary for the construction of residence thereon or improvements thereto, such as roads, driveways, patios, or decks and approved in advance by the Declarant. No trees shall be cut within 10 feet of side Lot and 20 feet of back Lot lines unless such tree is dead, decayed, or diseased, or presents a safety or health hazard to the area and approved by Declarant.

Section 13. Motor Vehicles. No Lot Owner or occupant of any Lot shall keep or cause to be kept thereon any motor vehicle which is not registered to be legally operated upon the highways of the State of Wisconsin, specifically, but not by way of limitation, stock or racing motor vehicles and junk motor vehicles. No Lot Owner shall store or park for extended period of time any boat, snowmobile, motorcycle, all-terrain vehicle, trailer, motor home, camper or any piece of hobby or recreational equipment or vehicle outside of the building on his or her Lot. Extended period of time is defined as one week. All motor vehicles and recreational vehicles must be stored inside.

Section 14. Public Improvements. Declarant, its successors and assigns, reserves and is hereby granted the exclusive right to grant consents and to petition the proper authorities for any and all street improvements such as grading, seeding, tree planting, sidewalks, paving, sewer and water installation, whether it be on the surface or subsurface, so long as one or more of the Lots is owned by Declarant. Each Lot Owner agrees to and does hereby consent to and affirm any agreements that may be entered into between Declarant and public authorities with respect to the installation of improvements. Any damage caused by the Lot Owners or their invitees, including contractors to sidewalks, curbs, or other public improvements during construction to the structure on the Lot must be replaced by the Lot Owner, at Lot Owner's expense.

Article III. EASEMENT AND PROPERTY RIGHTS

Section 1. Easement of Use. The Lot Owners shall have an easement of access to and use of the Perimeter Area for the performance by the Lot Owners of its obligations hereunder. Free passage and access shall at all times be provided and no fence or other

obstruction shall at any time be erected, maintained, placed or permitted which shall in any way interfere with such access and use. Such easement shall be appurtenant to and shall pass with title to the Lot. In the event any Perimeter Area is damaged by the Lot Owners, such Lot Owners shall repair said damaged Perimeter Area in a good workmanlike manner at its sole cost and expense. Notwithstanding the Lot Owners' responsibility to manage the Perimeter Area and their easement of access to and over the Perimeter Area, each Lot Owner shall have the right to locate a septic system upon their respective portion of the Perimeter Area.

Section 2. Declarant Easement. The Declarant shall have an easement for signage purposes along the Northeast corner of Lot one (1) and in the Northeast corner of Lot twelve (12) of Autumn Heights. The purpose of this easement shall be for the location of signs advertising the subdivision and lots for sale. This easement shall continue so long as the Declarant owns any lot in Autumn Heights, or until the Declarant terminates their easement rights, whichever occurs first.

Section 3. No Unreasonable Interference. The easement granted herein shall be exercised in such manner as will not unreasonably interfere with the normal conduct carried on within each Lot by its Owner(s) or with the use of each Lot for its permitted purposes.

Article IV. GENERAL PROVISIONS

Section 1. Enforcement. Any Lot Owner shall have the right to proceed at law or in equity against any person or persons violating or attempting to violate the covenants and restrictions herein to compel compliance or to prevent such violation or breach by obtaining a permanent injunction. Any and all costs, including reasonable attorney fees incurred by a party in enforcing these covenants, conditions, reservations, and restrictions shall be paid by the Lot Owner in violation of such provisions and such costs shall be a lien upon the Lot of the violator until paid. Failure by the Declarant or by any Lot Owner to enforce a covenant or restriction will not be deemed a waiver of the right to do so.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgments or court order will not affect any other provisions, which will remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration will run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for five (5) successive periods of ten (10) years each unless prior to the end of the initial period or any successive period, an instrument signed by sixty percent (60) of the then present Lot Owners has been recorded terminating or amending the same in whole or in part. This Declaration may be amended by an instrument signed by not less than sixty percent (60) of the Lot Owners. Any Amendment must be recorded.

