

## AMENDMENT TO DECLARATION OF RESTRICTIONS FOR AUTUMN HILLS

a Subdivision located in the Southwest Quarter (SW ¼) of Section 30, Township 22 North, Range 17 East, Town of Center, Outagamie County, Wisconsin.

The undersigned Owners of the above-described lands hereby amend the original Declaration of Restrictions, recorded as Document #1726598 on September, 28, 2006 in Outagamie County, and replace with the following Amendment to Declaration of Restrictions for Lots located in the above-named Subdivision, to apply to all of the lands set forth therein until otherwise amended as set forth herein.

The undersigned persons own more than two-thirds (2/3) of the lands affected herein and therefore have authority to undertake this action.

### PART I: RESTRICTIONS ON USE AND DEVELOPMENT FOR ALL OUTLOTS

1. Purpose. The Outlots shall be permanently retained in a scenic, natural and open condition for conservation and recreational purposes for the benefit of the owners of the Lots in the Subdivision.
2. Permitted Uses and Structures. The following uses and structures are permitted on all Outlots: (1) woodland and prairie restoration and management; (2) nature and hiking trails; (3) picnic area and shelters; and (4) drainageways and drainage detention or retention areas. The first three (3) uses are allowed only if they do not interfere with drainage functions and improvements
3. Prohibited Uses and Structures. The following uses and structures are prohibited on all Outlots; filling, grading and excavating except in connection with a permitted use and structure; deposition and extraction of materials except in connection with a permitted use and structure; motorized vehicles or motorized bikes of any kind or nature except for periodic maintenance; the cultivation of agricultural crops, fruits or vegetables; the dumping of ashes, waste, compost or garbage, and the storage of vehicles or equipment of any kind.
4. Maintenance Easement. There shall be an affirmative duty to maintain, protect and manage the Outlots consistent with the purpose, permitted uses and structures, and prohibited uses and structures enumerated above. The Town of Center shall have the unqualified right to enter upon such Outlots for inspection and, if necessary, maintenance in the event of nonperformance. In that event, any costs thereto may be assessed pro rata against each of the Lots of the Subdivision as a special charge.

## PART II. PROPERTY OWNERS' ASSOCIATION AND ASSESSMENTS.

### A. CREATION AND ORGANIZATION

1. Creation. An unincorporated association (herein referred to as the "Association") of the owners of lands in "Autumn Hills" is hereby created for purposes of managing and controlling the common areas and performing its other duties as set forth herein for the common benefit of the owners of the lots in the Subdivision. The Owners shall convey fee simple title of all of the Outlots, Unencumbered by any lien, to the Association. The Association may adopt Bylaws amplifying upon, but not inconsistent with, the provisions herein.
2. Purposes of Association. The purposes of the Association are as follows:
  - a. To own, maintain, improve, police, preserve, protect and use all of the Outlots consistent with the provisions herein and any subsequent restrictive covenants.
  - b. To aid and cooperate with the members of the Association and property owners in the Subdivision in the enforcement of all of these restrictions.
  - c. To arrange social and recreational functions for its members.
  - d. To do things necessary to promote the general welfare of the lot owners of the Subdivision.
3. Mandatory Membership. The Association shall have only one class of members. The beneficial owner (fee simple owner as distinguished from a security holder) of each of the Lots shall be a member. Membership shall terminate on such member's ceasing to be the beneficial owner of a lot.
4. Voting Rights. Each member in good standing shall be entitled to vote on each matter submitted for a vote to the members. A member shall have one vote for each lot owned. Where two or more owners own a lot only one vote for such lot shall be allowed and the joint owners shall designate and register with the Secretary of the Association, the name of the owner entitled to cast such single vote.
5. Assignment of Rights. An owner who is a member of the Association may assign his or her membership rights to any tenant residing on the lot. Such assignment shall be effected by filing with the Secretary of the Association a written notice of assignment signed by the beneficial owner.
6. Annual Meeting. An annual meeting of the members shall be held in January of each year. The time and place shall be fixed by the Board of Directors.
7. Regular and Special Meetings. In addition to the annual meeting, regular and special meetings may be held at a time and place to be determined by the Board of Directors.

8. Notice of Meetings. Written notice stating the date, time and place of any meeting of members shall be delivered personally or by mail to each member not less than 10 days nor more than 60 days before the date of such meeting.
9. Quorum. The members holding a majority of the votes that may be cast at any meeting shall constitute a quorum at any meeting.

## B. BOARD OF DIRECTORS.

1. General Powers. The affairs of the Association shall be managed by the Board of Directors subject to any instructions of the members or subject to the approval of the members as may be expressed by a vote of the members. The Board shall assume management of the Association at the first annual meeting after three-quarters of the lots have been sold by the Owners or within five years of the date of recording of this Declaration, whichever is earlier. Prior to such time, the Owners shall manage the affairs of the Association.
2. Terms and Offices. The Board of Directors shall be elected by the members at the annual meeting for a term of one year. The Board of Directors shall elect officers consisting of president, secretary and treasurer. The president shall preside at all meetings. The secretary shall keep the minutes of all meetings of the Association and the Board of Directors. The treasurer shall receive and deposit all Association funds.
3. Vacancies. Vacancies because of death, resignation, disqualification or otherwise may be filled by appointment of the Board until the next annual meeting.

## C. FEES AND ASSESSMENTS.

1. Determination of Annual and Special Assessments.
  - a. The Association shall establish an annual budget in advance for each calendar year of all expenses for such year which may be required for the proper operation and management of the Association and for the ownership, maintenance, improvement, policing and/or preservation of real estate in which the Association's members shall have common rights of usage and enjoyment. The annual budget shall be in a minimum amount equal to 125% of the total of the net real estate property tax bills (excluding special assessments) for the Outlots for the immediately preceding year plus the total of any noticed (but unpaid) municipal special assessments upon such Outlots. Review and discussion and approval of such annual budget shall be an agenda item at each annual members' meeting of the Association. Copies of such budget shall be delivered to each member along with the notice of annual meeting, if not before.

- b. Special assessments other than those described in subparagraph (a) above, may be made by the Association pursuant to the terms of Section 779.70, Wis. Stats. Which procedures are hereby adopted by reference.
2. Allocation of Assessment. Unless otherwise provided under Section 779.70, Wis. Stats., all assessments levied shall be equal in amount against each lot. Assessments shall be due and payable at any time after thirty (30) days from the date of the levy as determined by the board of directors.
3. Collection of and Interest Upon Unpaid Assessment. Any assessment, or installment thereof, not paid when due shall bear interest, at the rate of twelve percent (12%) per annum from the date when due until paid. Each lot owner shall be personally liable to pay any assessment including interest thereon and costs of collection which shall include reasonable attorneys' fees. The Association may bring an action against the lot owner for the collection of any unpaid assessment.
4. Assessments Constitute Liens. All assessments, until paid, together with interest thereon and actual costs of collection, constitute a lien on the lots on which they are assessed, if a claim for lien is filed within six (6) months from the date of the levy in conformity with the provisions of Section 779.70, Wis. Stats.
5. Enforcement of Lien. Enforcement of such lien by the Association shall be in conformity with the provisions of Section 779.70, Wis. Stats.
6. Assignment of Fees and Assessments. In the event any member whose fees and assessments are paid in full shall during the year in which such fees and assessments are paid, terminate his or her membership by sale of the member's lot, that member shall be entitled to assign to the buyer the benefit of the paid fees and assessment.

### PART III. RESTRICTIONS ON USE AND DEVELOPMENT FOR ALL LOTS.

1. Land Use. No individual lots shall be further subdivided. No lot shall be used except for single family residential purposes.
2. Building. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height, a private attached garage for not less than two cars, nor more than four and not to exceed 1,200 square feet and one outbuilding.
  - (A) All dwellings shall have a minimum square footage of finished living space exclusive of basement, open porches and garage as follows:

Lots 1, 25, 26, 27, 28, 33, 34, 35 and 36:

1400 square feet minimum first floor footprint

All homes shall have no less than 10% of the front of the home completed with a masonry building material, i.e. brick, stone, Dry-vit, etc.

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 29, 30, 31, 32, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68:

1700 square feet minimum first floor footprint

All homes shall have no less than 15% of the front of the home completed with a masonry building material, i.e. brick, stone, Dry-vit, etc.

(B) Outbuilding Conditions:

Outbuilding may not be greater than 650 square feet without written approval from the Architectural Review Committee. Outbuilding exterior must match with home.

Building setback lines shall be 35 feet from front and back lot lines and 25 feet from side lot lines or county requirements, whichever is greater

All dwellings shall have a roof pitch of not less than 6/12

All dwellings shall have installed a private septic system.

No used buildings shall be moved on any lot.

3. Architectural Review Committee: No structure, landscaping or substantial improvement of any kind shall be erected, placed or altered on any of the lots until the construction plans and specification and plot plan showing the location of such improvements have been approved by the Architectural Review Committee as to color, type, and quality of materials, quality of workmanship, location, height, grade elevation and harmony of exterior design with the neighborhood, surrounding structures and existing topography.

Before the construction or erection or placement of any structure or dwelling on any of the Lot(s) is begun, the owner of such lots must first obtain written approval of the floor plans and extension elevations of the proposed home and the proposed placement of the home on the lot from the Architectural Review Committee to insure that such home complies with these covenants. The Committee shall be a committee consisting of three different owners of lots in the Subdivision that are elected by owners of the majority of the lots in the Subdivision to serve on such Committee: provided however that so long as Richard Gohlke and/or Lawrence Gohlke (herein referred to as the "Developer") is the owner of one or more of the lots in the Subdivision, the Developer and/or its agents or assigns, shall constitute the only member of the Committee.

Homeowner shall provide Architectural Review Committee with a complete set of plans for building at least 30 days prior to commencement of construction. The Committee must approve of the plans in writing before construction can begin. Approval or disapproval of the plans by the Committee may be based on any grounds, including

purely aesthetic grounds, which shall be in the sole and uncontrolled discretion of the Committee.

Plans are to be delivered to:

Richard Gohlke  
PO Box 120  
Neshkoro, WI 54960

4. Walls/Fence: No wall or fence, including hedge fences of any kind whatsoever, shall be constructed on any lot until after the height, type, design and location thereof shall have been approved in writing by the Architectural Review Committee.
5. Drainage. No owner shall so grade his property so as to allow his property to drain into any adjacent properties. The grade for the lot shall be approved by the Architectural Review Committee.
6. Construction. No building material shall be placed on any lot more than 30 days prior to the time that construction is to begin. At all times during construction, the site shall be maintained in a neat and orderly manner, to the satisfaction of the Developer. All trash and waste shall be kept in sanitary containers and out of public view.
7. Completion. All dwellings shall be completed and an occupancy permit obtained within (12) months after commencement of construction. "Commencement of Construction" is defined as the date of the first excavation on the lot for the purpose of construction of the dwelling.
8. Fill. No fill, including excess excavation fill, shall be removed from this subdivision.  
  
The owner of any lot which has excess fill material shall make arrangements with the Developer to determine the location to which the excess fill material may be deposited.
9. Landscaping. Developer reserves the right to complete construction or landscaping which has commenced, but has not been completed within one year if owner is not proceeding with due diligence to complete construction or landscaping. Any costs so incurred by Developer (including attorney's fees and court costs) shall be a lien on the lot.
10. Erosion Control. Homeowners shall practice proper erosion control measures throughout construction and landscaping of lots.
11. Driveways. All driveways shall be surfaced with concrete, asphalt, or other material approved by Architectural Review Committee within one (1) year from the commencement of construction of the dwelling. Each driveway approach shall be installed no later than six (6) months after the installation of the finished street.

12. Optional. Optional driveway surfaces may be installed, upon approval of Architectural Review Committee.
13. Culverts. All driveway culverts shall be the responsibility of owner of the lot; this applies to the cost, the installation according to town or county standards, and the maintenance thereof.
14. Maintenance. Lot owners shall, at their sole expense, repair their residence, keeping it in a condition comparable to that at the time of its initial construction, excepting only normal wear and tear. If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then the owner shall, with all due diligence promptly rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty.
15. Easements. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of each lot, except for those improvements for which a public authority or a utility company is responsible.

A recreational trail is located within Autumn Hills, as shown on the recorded plat and as it crosses roads and outlots. This recreational trail borders Lots 1, 6, 7, 9-27, 53-54, and 63-64. It also is an easement across Lots 33-34. This trail system is available for the recreational use of the owners of lots within the plat, their immediate family members and guests. The recreational use of the trail shall be limited to foot travel, i.e. walking, running, bicycling or cross-country skiing. In any event, no motorized vehicles of any kind shall be allowed on the recreational trail with the sole exception of such equipment as may be necessary to maintain the easement.

Within the recreational trail easement, no structure, planting or other material shall be place or permitted, except as decided by the Association. The easement area of each lot shall be maintained by the owner of each lot in the same manner as the rest of the owner's property. The trail easement shall be mowed by the lot owner on a regular basis and kept free of obstructions. Noxious weeds shall be eliminated by the owner within the easement area.

Any improvements to the trail easement, including but not limited to gravel, bark, or plantings of trees or shrubs, if any, or structures, may be installed only at the discretion of the Association. The individual lot owners shall have no responsibility to maintain any improvements. The Association shall pay for the installation, maintenance and removal of such improvements.

The Association shall have authority over the recreational trail with Autumn Hills. The Association may make additional rules and provisions for this recreational trail, provided they are consistent with the restrictions set forth herein.

16. Utilities. All utilities, including without limitation electric, telephone, and cable servicing the lots shall run underground.
17. Structures. Except as may be authorized by Developer, no structures of a temporary nature, nor trailers, tents, shacks, barns, or similar structures shall be permitted on any lot either temporarily or permanently. No structure other than a completed residence shall be occupied.
18. Storage. Nothing may be parked or stored outside without written approval of the Architectural Review Committee. No storage tanks shall be permitted.

It is intended that all vehicles, boats, recreational vehicles and motor homes must be garaged. No unlicensed vehicles or storage area for cars or other salvage materials of any nature shall be permitted on any lot or combination of lots within the subdivision.

19. Greenway Maintenance. All lots shall be mowed and noxious weeds kept cut.

The individual lot owners must maintain the greenway at the front portions of their lots, said greenway running through the ditches and up to the travel portion of the roadway.

20. Refuse. All equipment for the storage and/or disposal of garbage and refuse shall be kept in a clean and sanitary condition and normally be concealed in a building. No sanitary container is to be put in front of any dwelling sooner than the day before regularly scheduled pick-up. Empty containers must be removed from in front of dwelling by the end of the day of pick-up. No refuse piles or compost piles shall be allowed within the front or side yards of any lot.
21. Burning. There shall be no refuse burning of any kind. This restriction applies also to the burning of leaves, grass and weeds.
22. Clothes line. Outside clothes lines may be erected only in the rear of the residential building and within an outside setback of 50 feet from the rear and 25 feet from the sides of the lot.
23. Signs. No signs of any kind shall be displayed to the public view, except: (a) signs used by the developer or its realtor, or a builder to advertise the sale of lots; (b) signs used by a builder to advertise newly constructed dwellings for sale; or (c) one sign of not more than four (4) square feet used by the owner of a lot or a realtor to advertise the lot and improvements for sale or rent.

24. Building use. Except as may be permitted by local zoning regulations, and as authorized by Developer, no commercial business shall be allowed or conducted at any time from any lot or combination of lots within the subdivision.
25. Animals. No animals, livestock, poultry, fowl, reptiles, or pigeons of any kind shall be raised, bred, or kept on any lot with the exception of generally accepted household pets. However, nothing contained herein shall be construed to permit the keeping of any dog or cat which shall in any way constitute a nuisance. When outside, all animals to remain within the owner's property or public ways, under the owner's complete control.
26. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to other lot owners or occupants of dwellings in the subdivision.
27. Government Compliance. All lots shall be subject to all applicable ordinances, zoning laws, rules and regulations of the Town of Center, Outagamie County, and the State of Wisconsin.

#### PART IV. GENERAL PROVISIONS.

1. Relation to Public Regulations. Where the provisions in this Declaration impose greater restrictions than any statute, ordinance or rule, the provisions of this Declaration shall prevail. Where the provisions of any statute, ordinance or rule impose greater restrictions than this Declaration, the provisions of the statute, ordinance or rule shall prevail.
2. Severability. Invalidation of any one of the provisions of this Declaration by judgment or order of a court of competent jurisdiction shall not affect any other provision which shall remain in full force and effect.
3. Enforcement. These restrictions shall run with the land and be binding upon the owners, their successors and assigns. All future transfers of any lots shall be made subject to the restrictions, obligations and conditions set forth in this Declaration. It is understood that the acceptance of a deed for any lot by any purchaser is to be considered as an agreement to abide by the restrictions, obligations and conditions of this Declaration. The Association or any lot owner may enforce the provisions of this Declaration by proceedings in law or equity against any person violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, or both. The Town of Center and Outagamie County may each enforce the provisions of this Declaration.
4. Collection of Unpaid Taxes/Special Assessments Upon Outlots. In the event that the Association fails to pay any real estate property taxes and/or municipal special assessments upon any Outlots, either the Town of Center or Outagamie County shall have the right to assess an equal fractional share of such unpaid taxes/special assessments against each of the Lots of this Subdivision.



CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage for all lots owned by Richard Gohlke and Lawrence Gohlke does hereby consent to all of the terms and conditions of this Amendment of Declaration.

Dated this \_\_\_\_ day of December, 2012.

\_\_\_\_\_  
American Bank  
James Chatterton, President

STATE OF WISCONSIN        )  
  )ss.  
COUNTY OF FOND DU LAC )

Personally came before me this \_\_\_ day of December, 2012, James Chatterton, to me known to be the person who executed the foregoing instrument, and acknowledged the same.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

This document was drafted by:  
Lawrence Gohlke