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Document Number

**Restated and Amended Covenants and
Restrictions for Autumn Ridge
Subdivision**

Document # 1302983

Office of Register of Deeds
Jefferson County, WI
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Lots 1-202 inclusive, in Autumn Ridge Subdivision,

Being a part of the NE 1/4 and SE 1/4 of the NW 1/4 and the NE 1/4 and SE 1/4 of the SW 1/4 and the NW 1/4 and the SW 1/4 of the SE 1/4 and the NW 1/4 and SW 1/4 of the NE 1/4 of Section 21 and the NE 1/4 and SE 1/4 of the NW 1/4 and NW 1.4 and NE 1/4 and SE 1/4 and SW 1/4 of the NE 1/4 and the NW 1/4 and the NE 1/4 of the SE 1/4 of Section 28, Township 8 North, Range 16 East, Town of Ixonia, Jefferson County, Wisconsin.

Plat recorded as Doc. No. 1179959, Vol. 13, Page 10 recorded on July 20, 2005 in the Jefferson County Register of Deeds.

Covenants and Restrictions for Autumn Ridge Subdivision recorded as Doc. No. 1184178 on September 16, 2005 in the Jefferson County Register of Deeds.

First Amendment to Covenants and Restrictions for Autumn Ridge Subdivision recorded as Doc. No. 1193643 on January 31, 2006 in the Jefferson County Register of Deeds.

Second Amendment to Covenants and Restrictions for Autumn Ridge Subdivision recorded as Doc. No. 1208884 on October 23, 2006 in the Jefferson County Register of Deeds.

Second Amendment to Covenants and Restrictions for Autumn Ridge Subdivision recorded as Doc. No. 1222544 on June 28, 2007 in the Jefferson County Register of Deeds.

Fourth Amendment to Covenants and Restrictions for Autumn Ridge Subdivision recorded as Doc. No. 1230073 on November 12, 2007 in the Jefferson County Register of Deeds.

Fifth Amendment to Covenants and Restrictions for Autumn Ridge Subdivision recorded as Doc. No. 1233287 on January 24, 2008 in the Jefferson County Register of Deeds.

Sixth Amendment to Covenants and Restrictions for Autumn Ridge Subdivision recorded as Doc. No. 1244100 on August 13, 2008 in the Jefferson County Register of Deeds.

Seventh Amendment to Covenants and Restrictions for Autumn Ridge Subdivision recorded as Doc. No. 1271289 on January 8, 2010 in the Jefferson County Register of Deeds.

Recording Area

Name and Return Address
Neumann Companies Inc.
N16 W24132 Prairie Court #220
Waukesha, WI 53188

See attached Exhibit A
Parcel Identification Number (PIN)

Drafted by Cory O'Donnell
Neumann Companies Inc

Autumn Ridge Restrictions Lots 1-202

WHEREAS, Neumann Developments, Inc., hereinafter called ("Declarant") is the owner of Autumn Ridge Subdivision,

WHEREAS, Autumn Ridge Subdivision is described as being part of the NE ¼ & SE ¼ of the NW ¼ and the NE ¼ & SE ¼ of the SW ¼ and the NW ¼ & SW ¼ of the SE ¼ and the NW ¼ and SW ¼ of the NE ¼ of section 21 and the NE ¼ & SE ¼ of the NW ¼ and NW ¼ & NE ¼ & SE ¼ & SW ¼ of the NE ¼ & the NW ¼ of the SE ¼ of section 28, Township 8 North, Range 16 East, Town of Ixonia, Jefferson County, Wisconsin.

WHEREAS, the original Autumn Ridge Restrictions were recorded on September 16th, 2005, as Document Number 1184178 in the Office of the Jefferson County Register of Deeds,

WHEREAS, Paragraph 23 of the original Autumn Ridge Restrictions states, "These restrictions may be amended at any time by a two-thirds vote from the Homeowners Association. Declarant also reserves the right to unilaterally change and amend these restrictions until one year after 100% of the lots have been sold and occupancy permits granted. Declarant may also enter into other agreements on behalf of Association for purposes of easements and/or other items necessary for the orderly running and maintaining the subdivision and/or Association."

WHEREAS, a Homeowners Association has been formed called Autumn Ridge Subdivision Homeowners Association, hereinafter called ("Homeowners Association"), for purposes of enforcing the following covenants and restrictions with each lot owner being entitled to one vote.

NOW, THEREFORE, Declarant hereby declares that the Restrictions shall be restated and amended in their entirety:

These covenants and restrictions are to run with lots 1-202, and Outlots 1-19 of the subdivision plat.

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Government

All Federal, State, County of Jefferson and Town of Ixonia laws, rules, ordinances and orders shall supersede anything contained within this document except where the restrictions are more restrictive than the Town ordinances.

Assessments

The Homeowners Association shall have the power to levy an annual assessment against each lot in the subdivision for the purpose of defraying, in whole or in part, the costs incurred by the Homeowners Association. Such annual assessment shall be levied by the Homeowners Association as of January 31 of each year and a statement for such amount shall be mailed to the owner of each lot as of such date and shall be payable on or before March 31 of each year. The annual assessment pro-rata share per lot shall be 1/202 to lot owners for all areas. Buyers of lots 1-202 agree to deposit \$100 with the Homeowners Association at each lot closing in addition to the lot purchase price.

If the assessment is not paid when due then such assessment shall become delinquent and shall accrue interest at the rate of 12% per annum and shall, together with such interest thereon and costs of collection (including attorneys fees incurred by the Homeowners Association), become a continuing lien on the lot and shall bind such lot in the hands of the then owner, the owner's heirs, personal representatives, successors, and assigns. Such assessment shall also be the personal obligation of the owner of the lot at the time the assessment becomes delinquent. The Homeowners Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the lot and there shall be added to the amount of such assessment, interest, all court costs, attorneys fees incurred by the Homeowners Association, and related costs.

The Homeowners Association shall, upon demand, at any time furnish to any lot owner a certificate in writing signed by an officer of the Homeowners Association setting forth

whether said assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all assessments therein stated to have been paid.

The Homeowners Association owns multiple Outlots within Autumn Ridge Subdivision, of which each lot owner has an undivided 1/202 fractional ownership. The Declarant intends to make "Park Improvements" to some of the Outlots such as erecting playground equipment in two locations, and other potential user-friendly park-related activities available to all residents of Autumn Ridge Subdivision. Each resident is hereby put on notice that the Declarant will submit all "Park Improvement" costs to the Homeowner's Association, and each resident will be required to pay not more than \$100 per year, starting in 2009, for not longer than a period of 10 years, to reimburse Declarant for all related expenses for "Park Improvements." All bills will be submitted by Declarant, and shall accrue 7.5% simple interest until all expenses are reimbursed, or until 2019, whichever is earlier. Only residents/occupants of Autumn Ridge Subdivision shall be required to pay up to \$100 per year, not buyers who solely own a vacant lot(s) in the subdivision.

Tree Deposit

At each lot closing, in addition to the purchase price of the lot, \$250 shall be paid to the Homeowners Association for the purpose of installing at least one hardwood tree (a minimum of 10 feet in height) in the front yard of each lot within one year of occupancy. The homeowner may install said tree on their lot prior to the Homeowners Association planting the tree. If homeowner plants their own tree per the above stated requirements, they shall be refunded the \$250 from the Homeowners Association. However, if said tree is not installed within 12 months of occupancy, each resident of Autumn Ridge Subdivision is hereby put on notice that the Homeowners Association will have the tree installed, in which case the homeowner shall not be refunded the \$250, and the homeowner is solely responsible for the cost to repair any damages to their property as a part of the tree installation and the homeowner takes full responsibility for the survival of the tree once planted.

Mailboxes

The Architectural Control Committee has approved a mailbox design that the Homeowners Association is responsible for providing and installing for each home. This approved mailbox is required for each home and no other mailboxes are permitted, nor can any individual lot owner install their own mailbox. Any costs associated with damages or replacement of any mailbox will be the responsibility of the corresponding lot owner. Any costs associated with damage or replacement of any mailbox posts or newspaper boxes will be the responsibility of the Homeowners Association. Upon the closing of each lot, the buyer shall escrow the following amount with the Homeowners Association for the purpose of supplying and installing a mailbox for each lot. Phase IA (Lots 1-53) = \$120 fee, Phase IB (Lots 55-102) = \$130 fee, Phase IC (Lots 103-202) = \$150 fee.

Outside Storage Restrictions

No camper, motorhome, recreational vehicle, boat, snowmobile, all terrain vehicle, trailer, bus, truck, or motorcycle or any other unsightly or unlicensed vehicle may be stored or kept on any lot for longer than 48 hours prior to a trip and 48 hours after a trip up to six (6) times a year. The term truck specifically refers to vehicles with a gross vehicle weight over 8,000 pounds. All other times during the year these vehicles must either be stored off site or kept within a garage with the door closed. If extra time is needed beyond 48 hours before and 48 hours after a trip and/or more than 6 times per year must be approved for in writing from the Architectural Control Subcommittee. Lot owners violating this provision will be assessed a fine of \$3 per day.

Setback Requirements

All set back lines must follow the minimum requirement as set forth on the subdivision plat.

All residents of Autumn Ridge Subdivision are hereby put on notice that there is a 75-foot building setback from any and all wetlands as delineated and as shown on the final plat. Residents are also put on notice that at any time, with 24 hours notice, a representative of the Homeowners Association may inspect the property to verify that the wetland setback has not been encroached upon. The Homeowners Association reserves the right to take whatever action is necessary to correct any encroachment into the wetland setback areas, and to bill the individual homeowner responsible for the encroachment. Residents of Autumn Ridge Subdivision understand that there are a substantial amount of wetlands contained in the development and must abide by all Town, County, and State regulations related to permitted uses of the wetlands.

Sheds

Each lot owner shall be permitted to erect a single outbuilding (shed) on their lot subject to the following provisions:

- a. The outbuilding must be approved by the Autumn Ridge Architectural Control Subcommittee (ACS) prior to any construction activities. NOTE: Approval may be denied solely based on harmony of external design as determined by the aforementioned approving authority. Landscaping or screening may be required. All approvals must be in writing.
- b. The outbuilding must comply with all Town of Ixonia and Jefferson County ordinances and codes. Municipal authorities should be contacted under separate application for approval as an approval by the ACS does not constitute an approval from any municipal authority.
- c. The outbuilding location must adhere to all wetland setbacks and other restrictions as detailed on the Final Plat and in corresponding zoning regulations.
- d. The outbuilding shall not have a footprint larger than one hundred (100) square feet and shall not be taller than nine (9) feet measured from ground to peak.

- e. The outbuilding shall be sided with vinyl siding, aluminum siding, brick, cedar, stone or some combination thereof matching the color scheme of the corresponding home. Further, if vinyl siding is used it shall have a minimum thickness of .042". This clause is intended to specifically prohibit vinyl siding with a .040" thickness.
- f. No aluminum, metal, or plastic outbuildings are permitted.
- g. Flooring shall be a manmade material, such as wood, concrete, ceramic tile, etc. No earthen bound (gravel or dirt) floors will be permitted.
- h. The outbuilding's roof must be sloped to shed water – no flat roofs will be permitted. Roof material shall closely match that of the primary residence.
- i. Any structure located in a utility easement is subject to removal by utility companies without recourse or compensation to property owners.

Dog Kennels

Each lot owner shall be permitted to erect a single dog kennel on their lot subject to the following provisions:

- a. The dog kennel shall be approved by the Autumn Ridge Architectural Control Subcommittee (ACS) prior to any construction activities.
NOTE: Approval may be denied solely based on harmony of external design as determined by the aforementioned approving authority. All approvals must be in writing.
- b. The dog kennel shall comply with all Town of Ixonia and Jefferson County ordinances and codes. Municipal authorities should be contacted under separate application for approval as an approval by the ACS does not constitute an approval from any municipal authority.
- c. The dog kennel shall be directly adjacent to a single family home or attached garage and shall adhere to all wetland setbacks and other restrictions as detailed on the Final Plat and in corresponding zoning regulations.
- d. The dog kennel shall be constructed of wood fencing or black vinyl-coated chain link fencing. No other fencing material is permitted. Fencing shall be maintained in a satisfactory condition at all times.
- e. The dog kennel shall not be taller than six (6) feet in height or have a footprint larger than one hundred (100) square feet.
- f. The dog kennel shall be set back at least five (5) feet from any property line and shall not extend more than ten (10) feet from the adjacent single family home or attached garage. ACS may require a certified survey of homeowner's property boundaries at homeowner's expense.
- g. Significant additional landscaping may be required.
- h. Homeowners shall maintain the cleanliness and appearance of a dog kennel. Residents are put on notice that at any time, with 24 hours notice, a representative of the Homeowners Association may inspect the dog kennel to verify its cleanliness and compliance with the Restriction and Covenants for Autumn Ridge.

- i. Homeowners Association reserves the right to take whatever action is necessary to ensure dog kennels are clean and in compliance with the Restrictions and Covenants for Autumn Ridge, including the removal of noncompliant dog kennels. Individual homeowners will be responsible for all costs incurred by the Homeowners Association in cleaning, maintaining, or removing a dog kennel.
- j. It is the responsibility of dog owners to ensure their dogs do not violate the Jefferson County noisy animals ordinance.

Fences and Walls

Lot owners shall be permitted to erect fences subject to the following provisions:

- a. No fences shall be greater in height than forty-eight (48) inches and shall be constructed of quality wood or, if approved by the Architectural Control Subcommittee (ACS), vinyl fencing that simulates wood; and shall be maintained in a satisfactory condition at all times.
- b. Snow fences are permitted between October 1 and April 1. Snow fences are not required to be made out of wood or vinyl.
- c. Chain-link or stockade fences are not allowed.
- d. Fences commencing from rear of building must conform with the height and setbacks as described herein;
- e. On corner lots, side-yard fences cannot extend beyond the building setback line;
- f. Fences may be installed one foot off property line;
- g. Any fence placed on a public easement area is done so at the owner's own risk and expense;
- h. Invisible electronic underground dog fences will be allowed if the dog(s) being fenced obeys the signal. If, at any time, the dog(s) come out of the yard unleashed, the homeowner will be fined Twenty –Five and No/100 (\$25.00) and will be required to put up a standard fence;
- i. All fences other than snow fences in place between October 1 and April 1 are subject to review and approval by the Architectural Control Subcommittee and Board.
- j. All fences are subject to all applicable zoning ordinances, governmental easements and building codes and;
- k. Architecture Control Subcommittee ("ACS") approval of the placement of fences shall not be construed to conform to the governing Municipality or other regulatory bodies' approval. Separate approval shall be sought where necessary. Furthermore, ACS approval does not guarantee or supercede that proper drainage is maintained in accordance with the Declaration.

Swimming Pools

Lot owners shall be permitted to erect swimming pools subject to the following provisions:

- a. All swimming pools are subject to all applicable zoning ordinances and building codes.
- b. All swimming pools shall not be at any point higher than forty-eight (48) inches above the immediately adjacent final lot grade.
- c. All swimming pools shall be no larger than six hundred sixteen (616) square feet of water surface area.
- d. Within 12 months of installation, all permanent swimming pools shall have evergreen-type shrubs at least every four (4) feet of exposed pool perimeter of a type, size and placement as approved by the Architectural Control Subcommittee. The landscaping and shrubbery shall conceal the outside of the pool and structure. A detailed landscaping plan must be submitted and approved by the Architectural Control Subcommittee prior to the start of any swimming pool construction. The owner must ensure that the swimming pool and landscaping will be of quality appearance.
- e. The exterior swimming pool color, lighting, deck, stairs and materials that surround the swimming pool at grade level (i.e. grass, concrete, brick paver, decking, sand or stone) shall be approved by the Architectural Control Subcommittee.
- f. Architecture Control Subcommittee ("ACS") approval of the placement of swimming pools shall not be construed to conform to the governing Municipality or other regulatory bodies' approval. Separate approval shall be sought where necessary. Furthermore, ACS approval does not guarantee or supercede that proper drainage is maintained in accordance with the Declaration.
- g. Architectural Control Subcommittee approval is not required for temporary swimming pools that are in place between April 1 and October 1. Temporary pools may not be set up prior to April 1 and must be taken down by October 1 every year.

Water System

Buyer understands that Declarant has installed an "Other Than Municipal" water system for the benefit of all Homeowners. Buyer agrees to pay Declarant a \$4,000 fee that shall be collected at the earlier of nine months from closing on the lot or as part of the submittal for approval from the Architectural Control Committee. Furthermore, Homeowners Association will be responsible to maintain the "Other Than Municipal" water system and all its appurtenances. The owners of each lot recognize and understand that a private common well and water system has been installed for the benefit of each home within the subdivision. The well, pumps, pipes and all appurtenances are owned by Autumn Ridge Water System, LLC, a limited liability company owned by the Homeowners Association. In the event the Town of Ixonia, in its sole discretion, determines that it is in the best interests of the Town to operate the well and water system as a public facility, for purposes of expanding the facilities or otherwise, the homeowners

will transfer all rights, title and interest of the well and water system together with all easements necessary to properly operate and maintain the system for the sum of One (\$1.00) Dollar, subject to the terms and conditions of the Developers Agreement for Autumn Ridge Subdivision. Upon acquisition, the Homeowners Association would have no further obligation to maintain the well and water facilities

At such time as a water lateral is connected to a home constructed on any lot in the Subdivision, the owner of such lot shall become personally liable for the payment of the quarterly water fee imposed by the Autumn Ridge Water System. All water fees shall be due and payable at such times and in such amounts as stated in the Rules and Regulations of the Autumn Ridge Water System. Any water fees that are not timely paid shall be treated as delinquent and shall be the personal obligation of the title holder of the lot. In addition, the Autumn Ridge Water System shall have the right to file a lien against the lot for all delinquent water fees. In addition, the Autumn Ridge Water System reserves the right to terminate water service to any lot upon which delinquent water fees have not been paid. The lot owner shall be personally liable for and the lien filed by the Autumn Ridge Water system shall include all costs and expenses including reasonable attorney's fees incurred by the Autumn Ridge Water System in collecting all delinquent water fees and in enforcing its lien rights.

Outlots

The owners of lots 1-202 shall each own an undivided 1/202th share of Outlots 3, 7, 11, 12, 13, 14, 17, and 18. Declarant also intends to deed Outlots 4 and 5 to the Homeowners Association once the wells are completed and functional.

The storm water retention basins shall be maintained by the Homeowners Association. This is specifically intended to include the retention basins on all Outlots. Any maintenance and upkeep shall be at the direction of the Homeowners Association. Costs for storm maintenance on Outlots shall be assessed at a rate of 1/202th of the total cost to the owner of lots 1-202. Per Wisconsin State Statute 66.0627, in the event the property owners do not properly maintain any storm water retention basins, drainage easements, etc., the Town may send written notice to the Homeowners Association indicating that the Town has determined that the same are not being properly maintained and further indicating that the Town will perform such maintenance if not properly done by the property owners or the Homeowners Association. The above-mentioned notice shall give the owners and/or the Homeowners Association a minimum of seven days to correct the problem, unless an emergency exists, in which case less than seven days may be allowed for correction of the problem. If maintenance is not properly performed within the time granted by the above-referenced notice, the Town shall then have the authority to perform the maintenance referred to in said notice and shall have the right to charge the property owners or the Homeowners Association on a pro rata basis for any costs incurred by the Town as a result of such maintenance. Said costs shall be assessed as special charges pursuant to 66.0627 Wis. Stats. If such charges are not paid by the property owners or the Homeowners Association within the period fixed by the Town, the charges shall become a lien upon the lots within the subdivision as provided in 66.0627 Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the lots within the subdivision as provided in 66.0627, Wis. Stats.

Twice annually, in spring (April) and fall (November) of the year, visual inspections of the detention system shall be conducted. The inspections shall document the following in a follow-up memorandum recording the results of the inspection. 1) Debris maintenance: Visual inspections of debris shall also be conducted and problems shall be identified in writing and with photographic records to the Homeowners Association and the Town of Ixonia Public Works Dept. 2) Erosion and sedimentation: Visual inspections shall document in writing and with photographic record, locations of erosion and sedimentation in detention system and on berm and side slope areas. Responsibility for funding: Annual assessed fees will provide for the perpetual funding for the implementation of the inspections and maintenance. The funding is to be provided by a special charge upon each single-family unit, which is or may in the future be developed within Autumn Ridge. These funds will be placed annually in an escrow account (or other to be determined) and be used without discretion to implement and pay for this maintenance plan. Every few reasonable adjustments shall be made. Funding shall be pro-rated to build up dollars to enable the financing of repair or replacement of the detention system estimated to be potentially necessary every 10 years. Funds shall be invested and any annual surpluses shall be added to long-term funds. The Town of Ixonia Public Works Department shall conduct all inspections. The Town of Ixonia shall be responsible in perpetuity for coordinating and conducting all maintenance requirements as indicated by inspections.

The owners of each lot within the subdivision and/or a legally created Homeowners Association shall have the joint responsibility of properly landscaping and maintaining the outlots, open space and common areas, all island areas, median breaks, sewer easement areas, stormwater facilities and the common well, pumps, pipes and all appurtenances thereto on the Subject Property. In the event the owners do not properly maintain these areas and facilities, following reasonable notice, the Town of Ixonia may do so, and assess the costs against each property owner as a special charge.

Declarant initially retained ownership of Outlots 4, 5, and 15. Neither the owners of Lots 1 through 202 nor the Homeowners Association shall have any ownership interest in Outlots 1, 2, 6, 8, 9, 10, 15, 16 and 19.

All outlots owned by the Homeowners Association are designed to be natural areas as part of this Signature Green community. Except for community parks and outlots 4 and 5, outlots owned by the Homeowners Association shall remain in their natural state. The Homeowners Association shall be responsible for pedestrian trail maintenance, retention pond maintenance, occasional weed control as required by the Town of Ixonia, and mowing along town roads and pedestrian trails. Residents may not alter these natural areas without the written permission of the Homeowners Association. Examples of prohibited activities include, but are not limited to, using motor vehicles, hunting, cutting down or removing trees, mowing, changing grading, planting any plants, storing any property, and installing any temporary or permanent structures of any kind. The Homeowners Association is authorized to restore any outlots to their natural state by removing any plantings, property, or structures from these outlots. Restoration costs will be the full responsibility of the individuals who altered these natural areas.

Signs

No commercial sign of any kind shall be displayed to the public view on any lot except a "For Sale" sign or a sign used by the builder of a home on a lot but only during the time of construction of the home. This clause is not intended to apply to developer until the project is initially sold out.

Animals

No animals except household pets (provided that they are not kept, bred or maintained for commercial purposes) may be kept within this subdivision.

Architectural Control Committee

The Homeowners Association shall serve as an Architectural Control Committee after all lots have been sold by Declarant and initial homes constructed. Until that time, Mark W. Neumann and Sue A. Neumann, or their heirs or assigns, shall serve as an Architectural Control Committee for the purpose of enforcing the initial construction restrictions set out herein.

The Architectural Control Committee's or the Homeowners Association Architectural Control Subcommittee's approval as required in these Covenants shall be in writing. In the event the committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no lawsuit has been commenced within six (6) months of the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with.

Home Requirements

No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structure, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved. NOTE: Approval may be denied solely based on harmony of external design as determined by the Architectural Control Committee.

No lots (except lot 54, business use) shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and all residences at a minimum shall have a two car private attached garage. No homes shall be built in Autumn Ridge with less than a 5/12-roof pitch. All homes shall be sided with vinyl, aluminum, brick, cedar, stone or some combination thereof. Further, if vinyl siding is used it shall have a minimum thickness of .042". This clause is intended to specifically prohibit vinyl siding with a .040" thickness.

Additionally, each home shall have at least 80 square feet of brick or stone on the front elevation. The front elevation shall also have at least one gable. It is the intent that a variety of surfaces and configurations regarding the use of such materials be scattered throughout the development, rather than uniform appearance.

All driveways shall be blacktop or concrete or some other hard surface as approved by the Architectural Control Committee, and shall be installed within 12 months of occupancy.

That the minimum floor area of the dwelling shall not be less than states as follows:

- a. Single story shall be 1,500 square feet, bi-levels shall be 1,100 square feet on the first level, tri-levels shall be 1,600 square feet on the upper two levels, and a two story shall be 1,900 square feet on the upper two floors, contemporary designs by Architectural Control Committee approval only.

No structure of a temporary character, trailer, basement, tent, or garage shall be used on any lot at any time as a residence, whether temporarily or permanently.

Rooftop runoff from all future buildings within the plat shall be directed to pervious areas such as lawns, rain gardens or other densely vegetated areas that provide a minimum flow length of 20 feet. Downspouts shall not be directed to driveways or streets. This runoff shall be dispersed in a manner that does not contribute to soil erosion. This clause is intended to allow water runoff to infiltrate the natural soils, thereby providing cleaner water to reach the water table.

Grading/Improvements

Lot grades have been established as part of a master grading plan approved by the Town of Ixonia/ Jefferson County. All lot owners are responsible for maintaining the approved lot grades, and no lot grade may be changed unilaterally by any lot owner without Town of Ixonia/Jefferson County approval. Each lot owner must strictly adhere to and finish grade its lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the TOWN Engineer on file in the office of the TOWN Clerk. The DEVELOPER and/or the TOWN and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, and/or correction of any drainage condition, and the property owner is responsible for cost of the same.

No owner of any lot shall or will at any time alter the grade of any lot from that which is naturally occurring on that lot at the time the site development improvements have been completed by the DEVELOPER unless and until the lot owner shall first obtain the written approval of the TOWN Engineer for such grade alteration. In order to obtain this approval, it shall first be necessary for the lot owner, at the lot owner's expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects on site drainage, states that the effects on site drainage will not be in violation of law as to alteration of natural drainage courses, and is a plan which does not unreasonably affect an adjacent property owner as regards drainage or their viewing of unreasonable slope treatment. The TOWN Engineer's approval, if granted, shall not relieve the lot owner from the ultimate responsibility for the design,

performance, and function of the grade alteration and/or drainage condition, and the lot owner by requesting the alteration, and/or by altering the grade, thereby agrees to indemnify and hold harmless the TOWN and its agents, employees and independent contractors regarding the same. The DEVELOPER and/or the TOWN and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same.

After the final lift of asphalt is installed and all infrastructure improvements have been inspected and approved by the Town of Ixonia and the affected lots have been initially sold by the Declarant, Declarant/developer shall no longer be held responsible by lot owners for any subsequent damage to said infrastructure improvements, including, but not limited to street trees, curb lines, sidewalks, seeding in the terrace areas, etc.

Dumping

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each homeowner shall provide for waste disposal on a regular schedule unless otherwise provided by the Town of Ixonia.

Easements

Easements for installation and maintenance of utilities, drainage facilities, and storm water retention areas are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or be permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which 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 areas of each lot and all improvements in it shall be maintained continuously by the owner of the lot. No component of the stormwater treatment system, including stormwater conveyances, detention basins, infiltration areas and outlets, may be disturbed, obstructed or encroached upon in any way.

Declarant unilaterally, or the Homeowners Association, may grant such easements as may become necessary for the orderly development and long term maintenance or management of this subdivision.

Businesses

No business shall be operated on, nor shall any commercial structure be erected, within this subdivision unless in compliance with the Town of Ixonia and/or Jefferson County zoning ordinances relating to home occupations and home offices. Exception to this will be business lot 54.

Lot 54

It is understood that Lot 54 in Phase I of Autumn Ridge Subdivision is zoned for Business Use. Lot 54 shall only be responsible for Homeowners Association fees

applicable to storm water retention pond maintenance and water fees, but specifically not fees associated with parks, walking trails, and any other residential specific community features. Also, if Buyer of Lot 54 chooses to install a private individual well rather than utilizing the community water system, the Buyer shall still pay the \$4,000 fee like all other homeowners, but shall not be charged for any other water usage fees.

The buyer of Lot 54 in Autumn Ridge Subdivision is hereby put on notice that neither they, nor any future owner, may not cut down any trees with a diameter of more than 2" within 50 feet of the North property boundary which abuts the single family part of the subdivision. This clause is specifically meant to provide a permanent "buffer" between the single family homes and the potential future use of the business lot.

Notices to Residents

All residents of Autumn Ridge Subdivision are reminded that a working Industrial Park is in operation directly East of Autumn Ridge Subdivision. The Industrial Park was in existence prior to Autumn Ridge and no action should be used to adversely effect the operations of the Industrial Park. All residents should be made aware that normal Industrial Park activity can and will occur.

All residents of Autumn Ridge Subdivision are reminded that the Declarant intends to develop Outlots 2, 6, and 15 which will include approximately 178 more homes. It is the intent of the Declarant that these future homeowners will become a party to this agreement as well.

CCR Provisions

These covenants are to run with the land and shall be binding on all Parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then-owners of the lots have been recorded agreeing to change this clause.

These restrictions may be amended at any time by a two-thirds majority of voting members from the Homeowners Association. A vote to amend these restrictions may be held at an annual Homeowners Association meeting, a special Homeowners Association meeting, or conducted via U.S. mail. Declarant also reserves the right to unilaterally change and amend these restrictions until one year after 100% of the lots have been sold and occupancy permits granted. Declarant may also enter into other agreements on behalf of Homeowners Association for purposes of easements and/or other items necessary for the orderly running and maintaining the subdivision and/or Homeowners Association.

Invalidation of any one of these Covenants by Judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

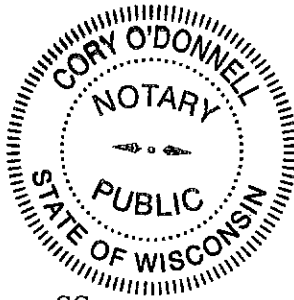
Declarant, any lot owner or the Homeowners Association shall have the right to enforce by a proceeding at law or in equity or both all of the terms and provisions of these

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Covenants and Restrictions. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction either to restrain the violation or to recover damages for such violation. Any person violating or attempting to violate any of the terms and provisions of these Covenants and Restrictions shall pay all reasonable attorneys' fees and costs incurred by the Declarant, the Homeowners Association or lot owner in enforcing these Covenants and Restrictions.

In the event any provision of these restrictions shall be held to be illegal, invalid or unenforceable under present or future laws effective during the time of performance hereof, the legality, validity and enforceability of the remaining portions of these restrictions shall not be affected thereby, and such remaining portions shall be construed to effectuate the intentions of the parties expressed herein.

Any delay, partial or otherwise, on the part of the Homeowners Association, Autumn Ridge Water System, LLC, Architectural Control Committee, or the Homeowners Association Architectural Control Subcommittee in exercising any rights, powers or remedies granted hereunder shall not operate as a waiver thereof.



Neumann Developments Inc.

By: [Signature]

Title: President

Print: Matt Neumann

STATE OF Wisconsin)

:SS

COUNTY OF WAUKESHA)

Personally came before me this 28 day of NOVEMBER, 2011, the above named MATT NEUMANN, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature] Cory O'Donnell
Notary Public, WAUKESHA County
My Commission Expires: 3-4-2012