2

Document Number	Document Title
#4760978	Revisions to Sections 2.11 and 2.12, Construction of Improvements, in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for KARRIS WOODS SUBDIVISION (see next page for revisions to document number 3327384-041)

4760978

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

April 04, 2024 12:37 PM
James R Behrend
Register of Deeds

2 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -

Recording Area

Name and Return Address

Allison Curty
Secretary, Karris Woods HOA
207 Kummrow Ct.
Wales, WI 53183

Parcel Identification Number (PIN)
WLSV 1473.034; WLSV 1473.035; WLSV 1473. 036; WLSV I473.037; WLSV 1473. 038; WLSV 1A73. 039; WLSV 1473.040; WLSV 1473. 4R1; WLSV 5473. 042; WLSV 1473. 043; WLSV 1473.044; WLSV 1473.045; WLSV I43.046

Legal Definition of Property/Karris Woods Subdivision:
Lots 1 through 10 and an undivided interest in outlots 1 and 3 all in Karris Woods Subdivision as shown on the Karris Woods Subdivision Plat recorded at the Waukesha County Register of Deeds on September 20, 2004, as Document No. 3206204 in Volume 52 Pages 86 and 87, being a part of the NW 1/4 of the NE 1/4 of Section 9, Township 6 North, Range 18 East in the Village of Wales, Waukesha County, Wisconsin.

This Document Was Prepared By:
Allison Curty, 207 Kummrow Ct., Wales, WI 53183
On behalf of the Karris Woods HOA

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name and return address, and PIN (if required). Other information such as the granting clause, legal description etc. may be placed on this first page of the document or may be placed on additional pages of the document.
WRDA Rev. 12/22/2010

The following revisions to the "Amended and Restated Declaration of Covenants, Conditions and Restrictions for KARRIS WOODS SUBDIVISION" are made as of this 21st day of March, 2024, by the Karris Woods Homeowners Association (HOA).

Per the Karris Woods governing documents which require at least 50% of lot owners to approve amendments, a vote to approve these revisions was held in March 2024; results reflected approval votes from 8 of 10, or 80%, of lot owners.

Based on that vote, the following numbered items in **Section 2 -- Construction of Improvements**, shall supersede and replace the same numbered items in the document originally recorded by the Register's Office of Waukesha County on October 14, 2005 (document number WC3327384-041):

2.11 FENCES AND WALLS.

Fences are permitted with prior written approval of the ACC. All fencing submitted for ACC review must be aesthetically pleasing and consistent with the architectural style of the Home and landscaping. Fencing location, material, design, construction details, and potential impact to neighboring properties will be considered by the ACC during review.

In-ground swimming pools shall be completely enclosed by a wall or fence as required by the Village. Pool safety fences should have a minimum of four-foot (4') elevation, with a self-closing or self-latching gate or door (at the top of such gate or door) with at least four (4) feet clearance between the fence and the pool.

Full perimeter fences (completely encircling a property) are not allowed.

2.12 AUXILIARY STRUCTURES.
Any structure other than the Primary Structure shall be classified as an Auxiliary Structure. Auxiliary Structures (including but not limited to: children's play structures, pool houses, sheds, treehouses) are permitted, subject to prior written approval by the ACC. Auxiliary structures should blend harmoniously with other Buildings.

Using construction guidance provided in this document, the ACC shall review and approve all submitted designs and plans for auxiliary structures with the goal of preserving the architectural integrity and quality of appearance of properties in Karris Woods.

Detailed plans and specifications for any auxiliary structure, including its location respective to the Primary structure, design, material selection, and landscaping related thereto, must be submitted, and approved in writing by the ACC in advance of construction or installation and are subject to all applicable Village of Wales regulations.

IN WITNESS WHEREOF, this instrument has been duly executed as of the day, month and year above written.

KARRIS WOODS HOMEOWNERS ASSOCIATION (HOA)

By: _____
Allison Curty
It's: Member and Secretary, State of Wisconsin, Waukesha County

Personally came before me this 21 day of March, 2024, Allison Curty representing the Karris Woods Homeowners Association (HOA).

_____
Notary Public, State of Wisconsin
My commission is ~~permanent~~. 11/16/2024

[Seal]

STATE OF WISCONSIN
DAWN M. CHAVEZ
NOTARY
PUBLIC

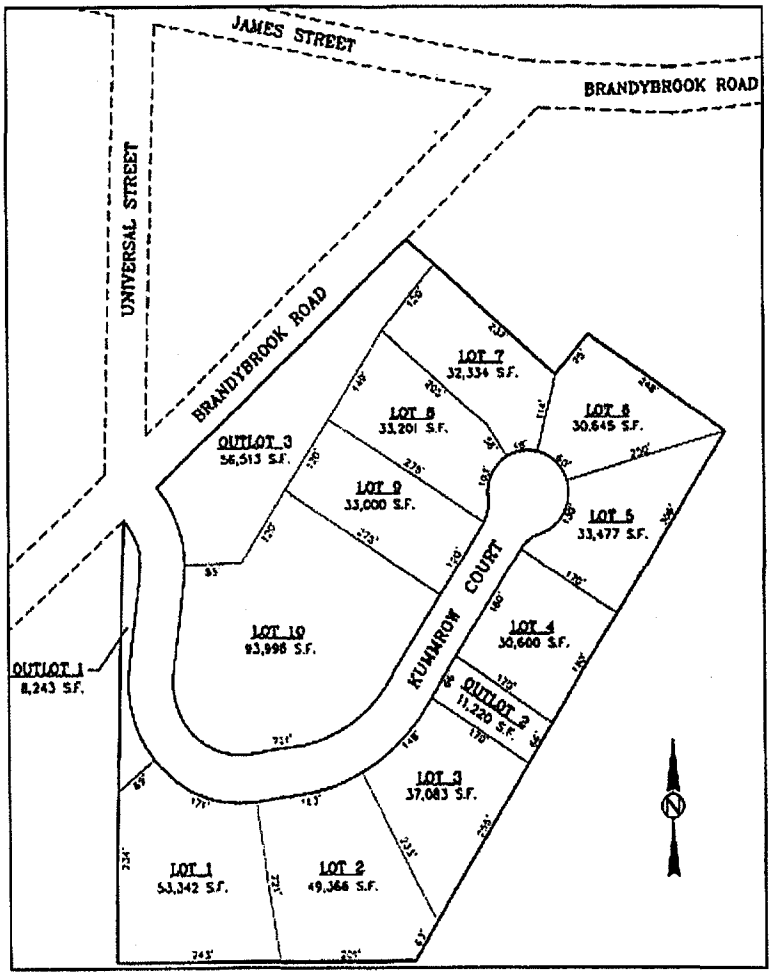
Karris Woods

A prestigious new development

Bring your architect and builder to this wooded hilltop in the Village of Wales.
Imagine your dream home surrounded by such wooded beauty and privacy!

Lot 1	$139,900	1.22 Acre
Lot 2	$139,900	1.13 Acre
Lot 3	Sold!	.85 Acre
Lot 4	Sold!	0.70 Acre
Lot 5	Sold!	0.76 Acre
Lot 6	Sold	0.70 Acre
Lot 7	Sold!	.74 Acre
Lot 8	Sold!	.76 Acre
Lot 9	Sold	0.75 Acre
Lot 10	Sold!	

- Private well & septic
- Perc tests on file for some lots
- 2,000 sq. ft. minimum for 1-story
- 2,400 sq. ft. minimum for 1.5 & 2 story
- Natural exteriors
- Uniform mailbox/lampposts
- Kettle Moraine School District
- Complete deed restrictions available upon request.



Owner/Developer making extreme landscape improvements with excavations and tree removal starting June '08! Building site will be established along with rough driveway.

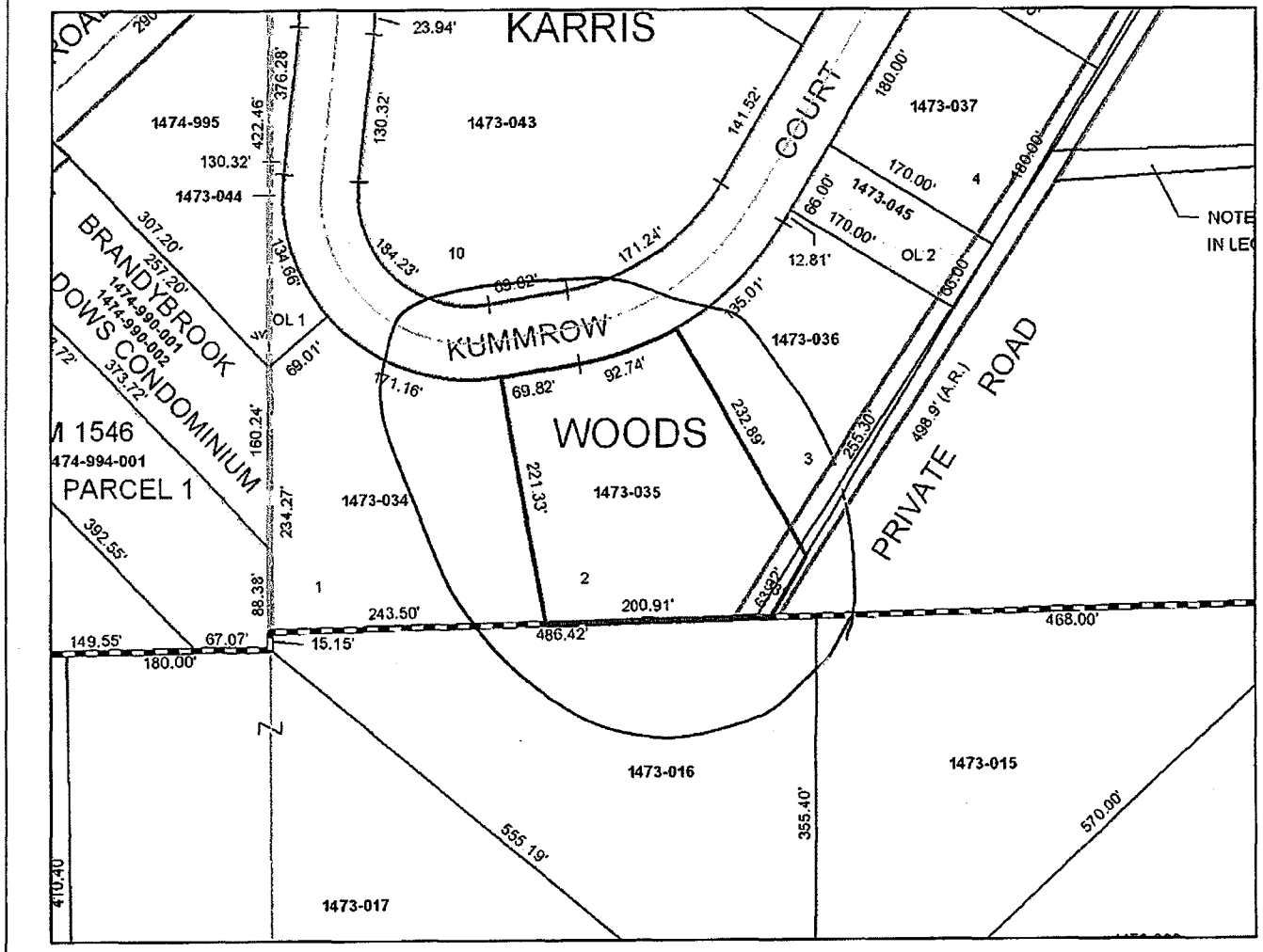
Contact Richard Kummrow for additional details!

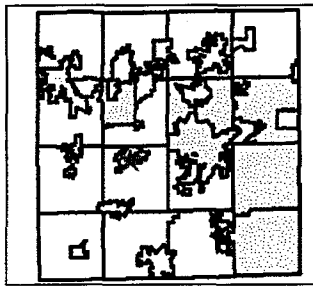
Owner/Broker

Richard Kummrow Realty

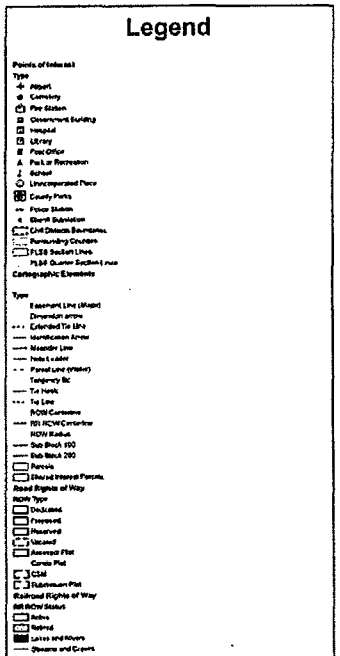
Call 262-893-3970

Waukesha County GIS Map





Legend





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Map Generated: Feb 21, 2010

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REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

10-14-2005 1:45 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 84.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 41

WC3327384-041

Document Number Document Title

Amended and Restated
Declaration of Covenants, Conditions
and Restrictions for
KARRIS WOODS SUBDIVISION

[See document attached]

Recording Area

Name and Return Address

Krista J. Ebbens, Esq.
Reinhart Boerner Van Deuren, s.c.
W233 N2080 Ridgeview Parkway
Waukesha, WI 53188

WLSV 1473.034; WLSV 1473.035; WLSV 1473.036; WLSV 1473.037; WLSV 1473.038; WLSV 1473.039; WLSV 1473.040; WLSV 1473.041; WLSV 1473.042; WLSV 1473.043; WLSV 1473.044; WLSV 1473.045; WLSV 143.046

Parcel Identification Number (PIN)

00159 OCT 04

Amended and Restated Declaration of Covenants, Conditions and Restrictions for KARRIS WOODS SUBDIVISION

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1811593 OCT 14

This Amended and Restated Declaration is made as of this 30th day of September, 2005, by KUMMROW PROPERTIES, LLC (the "Developer").

RECITALS

WHEREAS, the Developer is the owner of the real estate located in the Village of Wales, Waukesha County, Wisconsin, described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property") and Developer may be referred to herein as the owner of the Property;

WHEREAS, the Property is being platted and developed as a subdivision consisting of approximately Ten (10) single-family residential lots to be known as KARRIS WOODS Subdivision (the "Subdivision");

WHEREAS, the Developer desires to subject the entire Property (except dedicated rights of way), including all of the lots and outlots platted within the Subdivision, to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, for the benefit of the Subdivision as a whole and for the benefit of each lot owner;

WHEREAS, the Developer desires to amend and restate the Declaration of Covenants, Conditions and Restrictions for Karris Woods Subdivision recorded at the Waukesha County Register of Deeds office on September 20, 2004 as Document Number 3206205 (the "Former Declaration");

WHEREAS, Developer intends that this Amended and Restated Declaration shall supercede and replace the Former Declaration.

DECLARATION

NOW, THEREFORE, Developer hereby declares that the Property and all portions thereof (except for dedicated rights of way) shall be used, held, leased, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each lot and outlot as covenants running with the land and shall apply to and bind all successors in interest, owners and occupants.

1. DEFINITIONS, PURPOSE AND GENERAL RESTRICTIONS.

1.1 DEFINITIONS.

1.1.1 "Affiliates" shall mean a parent, sister or subsidiary corporation, joint venturer, general partner, member or manager of the Developer or a person who owns more than fifty percent (50%) of the voting stock or partnership or membership interests in the Developer.

1.1.2 "Architectural Control Committee" or "ACC" shall mean a committee made up of such persons or entities appointed or elected in accordance with provisions of Section 4 of this Declaration. The ACC shall be charged with and have the responsibility of approving plans and specifications for Improvements to, and landscaping on, the Lots in accordance with the terms of this Declaration, and shall carry out such other rights, duties and obligations as are expressed herein.

1.1.3 "Architectural Guidelines" shall mean the Architectural Design and Landscape Guidelines attached hereto as Exhibit "C".

1.1.4 "Association" shall mean the KARRIS WOODS HOMEOWNERS ASSOCIATION, INC., a nonprofit, nonstock corporation, which has been or will be created to carry out the purposes expressed in this Declaration and the Articles of Incorporation and By-laws for said Association.

1.1.5 "Common Area" or "Common Areas" shall mean and refer to all personal property, fixtures, structures, Improvements and real estate within the Subdivision conveyed by the Developer to the Association and/or Lot Owners in undivided fractional shares. Common Areas may include but shall not be limited to (i) any street or other public right-of-way or area not dedicated to the Village; (ii) street lights; (iii) detention ponds and other stormwater facilities not dedicated to the Village; (iv) signs, structures and maintenance equipment; (v) any outlots or other area within the Subdivision which is not a Lot as identified in this Declaration or on the Plat and which is not dedicated to the Village; and (vi) other Improvements which have been constructed or maintained for the common good of the Lot Owners.

1.1.6 "Village" shall mean the Village of Wales, Wisconsin.

1.1.7 "Village Engineer" shall mean the Village Engineer for the Village of Wales, or his or her duly-authorized designee.

1.1.8 "Developer" shall mean Kummrow Properties, LLC, its successor and assigns, acting as agent for the owner of the Property.

1.1.9 "Family" shall have the meaning set forth in the applicable Zoning Code provisions and/or regulations of the Village.

1.1.10 "Home" shall mean a residential building designed and used as a dwelling for one Family (which shall not include any attached garage).

1.1.11 "Home Occupation" shall mean use of a Home for a professional home office which (a) is clearly incidental and subordinate to the Home's residential use, (b) does not occupy more than 25 percent of the floor area of the Home, (c) is not conducted in any accessory structure, (d) does not employ any person other than members of the Family residing in the

Home, (e) uses only normal household equipment and materials, (f) is confined solely to the transaction of business by telephone or computer such that there is no observable evidence of the transaction of business and no impacts outside of the Home in which the business is conducted, and (g) hosts no client or customer visits and no commercial deliveries or pickups of any kind other than mail services typical in residential areas.

1.1.12 "Lot" shall mean a platted lot within the Subdivision identifiable by reference to a lot number, regardless of whether such Lot is currently platted or platted at some future time.

1.1.13 "Lot Owner," "Lot Owners," "Owner" or Co-"Owners" shall mean the holder(s) of a legal or equitable ownership interest in fee simple record title to a Lot, regardless of the type of estate, and shall include land contract vendees but shall not include the holder of any leasehold interest or any mortgage or consensual lien prior to acquisition of legal or equitable title.

1.1.14 "Plat" shall mean the final plat for KARRIS WOODS Subdivision attached hereto as Exhibit "B" and recorded at the Office of the Register of Deeds for Waukesha County, Wisconsin on or about September 20, 2004 as Document No. 3206204, as the same may be amended or supplemented from time to time.

1.1.15 "Property" means the lands described on Exhibit "A" attached hereto, which lands make up the Subdivision.

1.1.16 "Structure" and "Improvement" shall be synonymous and shall both mean and include any and all of the following, regardless of whether temporary or permanent in character or intended use: building, outbuilding, shed, booth, garage, car-port, or above ground storage facility; exterior lighting or electric fixture, antennae, tower, pole, or bug control device; fence, retaining or other wall, fountain or above-ground or in-ground swimming or wading pool; driveway, sidewalk or walkway; pet kennels or run line; screened or other type of porch, patio or gazebo; tree house or other exterior play equipment including skateboard ramps; and any other type of equipment or facility for any decorative, recreational or functional purpose of any kind (including, without limitation, additions or alterations to or deletions from any of the foregoing) not located and ensealed entirely below ground level, unless located entirely within the exterior perimeter walls of the Home constructed on the Lot. Use of the phrase "structure or improvement" or any other use of such words shall not imply different meanings for such terms.

1.1.17 "Subdivision" shall mean the KARRIS WOODS Subdivision as shown on the Plat, excluding lands within the Subdivision which are now or hereafter dedicated to the Village.

1.1.18 "Zoning Code" shall mean the zoning ordinances adopted by the Village, from time to time, as the same may be amended or supplemented.

1.2 PURPOSE.

The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive residential area and in furtherance of such purpose: to preserve and maintain high aesthetic standards for all Improvements, as well as the natural beauty of all Common Areas within the Subdivision; to help assure the best use and most appropriate development and improvement of each Lot; to protect Lot Owners against use of surrounding Lots which may detract from the residential value or enjoyment of their Lots; to guard against the erection or maintenance of garish or poorly designed or proportioned Structures; to obtain a harmonious and aesthetically pleasing blend of materials, structures, and color schemes; to insure a residential development of the Subdivision consistent with high aesthetic standards and the purposes for which each such Lot is platted; to encourage and secure the erection of attractive residential Structures with appropriate locations on the Lot; to prevent installation of Improvements which may adversely affect the aesthetic appearance of a Lot or surrounding area; to secure and maintain a proper spatial relationship of Improvements; and to otherwise secure mutual enjoyment of benefits for Lot Owners and occupants of Lots within the Subdivision.

1.3 SINGLE FAMILY LOTS; GENERAL RESTRICTIONS.

1.3.1 Each Lot shall be used solely for residential purposes by one Family, except that a Home Occupation may be conducted in or from any Home if confined solely to the transaction of business by telephone or computer. No client or customer visits and no commercial deliveries or pick ups of any kind (other than mail services typical in residential areas) may occur at any Lot. The term "residential purposes" shall include only those activities necessary for, or normally associated with, the use and enjoyment of a Lot as a place of private residence and limited recreation. Under no circumstances may any Home Occupation equipment, tools or any other items used in connection with a Home Occupation be stored on the Lot.

1.3.2 Only one Home may be constructed on each Lot and no garage, tent, trailer, camper, mobile home or other Improvement (except for the Home) shall be used for temporary or permanent living or sleeping for family or guests without the prior approval of the ACC (which may be withheld for any reason).

1.3.3 No Lot shall be used in whole or in part for conducting any unlawful activity or for any unlawful purpose. No noxious odors or loud noises shall be permitted to escape from any Home or Lot nor shall any activity be permitted or engaged in which constitutes a public or private nuisance.

1.3.4 Notwithstanding anything herein or in applicable Village regulations to the contrary, no storage or generation of hazardous or toxic waste or discharge of such waste into the sanitary or storm sewer systems shall be permitted on the Property.

1.4 MAINTENANCE AND REPAIR

1.4.1 All Improvements on all Lots shall be kept, maintained and repaired in good condition at all times. Each Lot and all yards thereon shall be maintained so as to be neat in appearance when viewed from any street or other Lot. Lot Owners shall follow regular maintenance routines such that all Improvements and all yards and landscaping continue to be maintained, at all times including but not limited to during construction of any Improvements, as nearly as possible, in the condition set forth in the plans approved by the Developer or ACC. Any damage resulting from casualty loss to any Improvements shall be immediately replaced or repaired by the Lot Owner to their original condition, as nearly as possible.

1.4.2 In the event that any Lot or Improvement is not properly maintained or repaired by the Lot Owner within 30 days after written notice from the Association (or, if necessary maintenance or repairs cannot reasonably be completed within 30 days, maintenance or repair is not commenced within 30 days and diligently pursued), the Association may, but shall not be obligated to, perform necessary maintenance and repairs, and charge the costs thereof to the Lot Owner and levy a special assessment against the Lot.

1.5 USE AND MAINTENANCE OF COMMON AREAS, IMPROVEMENTS IN RIGHTS OF WAY.

1.5.1 All Common Areas shall be used as open space for the common benefit of the Subdivision and are to be used for the purposes prescribed in this Declaration, and for no other activities by any Lot Owner unless previously approved by the ACC (which approval may be withheld for any reason and which approval, if given, may be revoked at any time).

1.5.2 The Association shall, at its cost and expense, maintain all of the Common Areas.

1.5.3 Any signs, monuments, sidewalks, or Structures constructed by the Developer or the Association on any Common Areas shall be maintained by the Association. No Lot Owner shall erect any Improvement in the Common Areas.

1.5.4 The Developer and the Association may enter upon any Lot or Common Areas, at reasonable times and after reasonable notice to the Lot Owner, for the purpose of maintaining, renewing, or reconstructing any utilities,

facilities or other Improvements or Common Areas that benefit other Lots, in addition to benefiting such Lot. If such Lots or Common Areas contain public utilities or facilities having an area-wide benefit, which are maintained by the Village, the Village, following prior written notice to the Developer or the Association, may, if necessary to maintain such facilities in good working order and appearance, renew, reconstruct or maintain such facilities or utilities and assess the cost to the Lot Owners as set forth in Section 5. No prior written notice shall be required for emergency repairs,

1.5.5 Depending on the nature of a facility maintained or repaired pursuant to Section 1.5.4 above, the cost of such maintenance, renewal or reconstruction, whether by the Developer, the Village, may be assessed (a) exclusively against the Lot Owner of the Lot on which it is located, or (b) against all Lot Owners whose Lots are directly benefited by the facility on a pro rata basis, or (c) against all Lot Owners within the Subdivision on a pro rata basis. Any assessment imposed hereunder shall be a lien against the benefited Lot. In the event that the Village undertakes any maintenance or repair under this Section, the Village may, in addition to the other remedies set forth herein, make a special charge for current services pursuant to Wisconsin Statutes Section 66.0627.

1.6 RESTRICTIONS ON USE & PARKING OF RECREATIONAL VEHICLES.

Recreational vehicles (which may include, but shall not be limited to, snowmobiles, travel trailers, vans, motor homes, dune buggies and other off-street motorized vehicles of any kind), boats and other watercraft, and trucks shall not be parked, kept or stored on any Common Areas or undeveloped area of the Subdivision, nor shall any such recreational vehicle, boat, watercraft or truck be parked, kept, or stored on any Lot outside an enclosed garage, without the prior approval of the ACC (which may be withheld for any reason). Recreational vehicles shall not be used or operated on any Lot or otherwise within the Subdivision except on dedicated public rights of way in accordance with applicable traffic laws and City ordinances.

1.7 ANIMALS AND PETS.

No livestock, poultry, reptile, or other animal of any kind shall be raised, bred or kept on any Lot. No more than two dogs, cats, and other normal household pets (as may be approved by the ACC from time to time) may be kept on any Lot, provided that such household pets shall not be kept, bred or maintained for any commercial purpose or in an unreasonable number or manner. The right of any Lot Owner to keep such a pet on any Lot is subject to the condition that the pet is not allowed to unreasonably annoy any other Lot Owner and is not allowed to run at large. No separate outbuildings or enclosures may be erected or kept upon any Lot for the purpose of housing or restraining any animal or pet, except if any such outbuilding or enclosure has a concrete paved floor not located within the setback areas and is physically attached behind the Home or garage with any fences screened from view by adequate landscaping.

1.8 GARBAGE AND REFUSE.

No Lot shall be used or maintained for dumping or storage of trash, garbage or debris of any kind. Trash or garbage generated from the Home on a Lot shall be stored in sanitary, covered containers to be kept within an enclosed garage, except on garbage pick-up days. There shall be no burning or burial of any garbage, trash, or debris at any time, other than for burning of leaves and light brush if consistent with Rules and Regulations established in conjunction with this Declaration and in accordance with applicable Village ordinances.

1.9 STORAGE OF FIREWOOD.

Firewood stored or kept on any Lot must be screened from view to conceal the same.

1.10 UTILITY LINES, ANTENNAS AND SATELLITE RECEIVERS.

All electric, light, gas, telephone lines, television service lines, or any other cable or conduit running from utility service lines or transformers to any Lot shall be underground, and no overhead service shall be provided or allowed on any Lot. No satellite dish over 24 inches in diameter shall be installed on any Lot without the express written approval of the ACC (which may be withheld for any reason). Satellite dishes should be placed and screened so as to not be visible from rights-of-way and Lots. No above-ground television antenna of any kind shall be permitted on any Lot.

2. CONSTRUCTION OF IMPROVEMENTS

2.1 MINIMUM LIVING AREA AND HEIGHT REQUIREMENTS FOR HOMES; GARAGES

No Improvement or Structure shall be erected, altered, placed, or permitted to remain on any Lot other than one detached, single-family Home, not exceeding two and one-half stories in height or thirty-five (35) feet, with an attached garage. Log homes and A-frame homes are expressly prohibited. Each Home shall have the following minimum areas:

a) The minimum size of a one-story Home shall be not less than 2000 square feet (above front yard grade).

b) A story and one-half Home or a two-story Home shall be not less than 2,400 square feet, with a minimum of 1,400 square feet on the first floor (above front yard grade).

2.1.2 The maximum total floor area of a Home or Structure within the Subdivision shall not exceed that permitted under the applicable floor area ratio under the Zoning Code.

2.1.3 Area square footage calculations by the ACC shall be made from the outside face of exterior wall construction and include all walls. Window, fireplace and room projections are included only when they project to the floor. Areas not included are decks, porches, garages, carports, attics, unfinished space labeled "optional" or "bonus", breezeways, unfinished sun rooms or similar unfinished additions. No floor area below finished yard grade shall be considered living area.

2.1.4 The ACC, in its sole discretion, shall determine all issues relative to applying and/or interpreting this Declaration including, without limitation, what constitutes a one-story, a one and one-half story, or a two-story Home and how square footage is calculated.

2.1.5 Each Home will have an attached garage, enclosed on all four sides, with a minimum capacity of two (2) cars. The garage must be attached to the Home directly (and not via a breezeway). The maximum size of the garage shall conform to applicable Village ordinances. Garage entrances must be on the side of the Home, with limited exceptions as approved by the ACC in its sole discretion.

2.1.6 All garages shall be built at the same time as the Home on the Lot.

2.2 LOCATION OF STRUCTURES AND SETBACKS.

Homes, garages and attached decks are to be located on the central portion of the Lot located outside of all applicable setbacks shown as dashed lines on the Plat or designated by applicable Village ordinances or this Declaration. In the event of any inconsistency, the greater setback requirement shall apply. All Homes and garages (including attached steps, decks, and appurtenances) must be setback a minimum of fifty (50) feet from front Lot line and twenty feet (20) from rear Lot line. All Homes must have at least twenty (20) feet for their side yard setbacks.

Notwithstanding the set-back requirements specified above, the orientation and precise location of each Home and garage, as well as all other Improvements on the Lot, must be approved in writing by the ACC prior to commencement of any construction, it being intended that the ACC may, in its sole discretion, impose greater or lessor set-back requirements than those specified above in order to achieve or maintain the aesthetic appearance for the Subdivision or any portions thereof which the ACC deems advisable.

2.3 BUILDING MATERIALS.

2.3.1 The exterior walls of the Home and attached garage must be constructed of natural materials. The front elevations of the Home shall contain some stone or brick, in addition to siding. However, in the case of a true

Colonial Home or a true Victorian Home, the ACC may waive this requirement in its sole discretion. The exterior siding, facia and soffit of the Home shall consist of natural wood siding, natural stone, brick and/or stucco. In no event shall the Home be sided with metal or vinyl siding. The use of cement board, with a natural look, siding and an efis system (such as Dryvit) will be permitted, provided they are used with natural wood, cement board or composite wood corner boards. Further, the ACC, in its sole discretion, shall have the right to permit or prohibit the use of artificial stone, artificial brick, composite wood, and/or other types or styles of siding as it may deem appropriate to preserve the architectural integrity and quality appearance of Homes in the Subdivision. No exposed poured concrete or concrete block over eight (8) inches above grade shall be permitted on the Home. Where block, concrete or any other type of structural material would otherwise be exposed, it shall be covered by siding, brick or stone. The roofing of the Home shall consist of fully dimensional asphalt shingles, with a minimum rating of 300 lbs. per square inch, wood or tile. Conventional asphalt shingles shall not be permitted. The ACC, in its sole discretion, may permit or prohibit the use of other types of roofing materials (such as fiberglass shingles) having substantially the same appearance as the permitted materials, as it may deem appropriate, to preserve the architectural integrity and quality of appearance of Homes in the Subdivision. Further, the ACC may, in its sole discretion, permit the use of such other forms of high quality and esthetically pleasing roof materials as may be available now or in the future, including but not limited to masonry and/or copper.

2.3.2 All two story and story and one-half Home roofs shall have a minimum pitch of eight feet in height for each twelve feet in length (8/12). All one-story Home roofs shall have a minimum pitch of ten feet in height for each twelve feet in length (10/12). The ACC may waive the requirements of this Section 2.3.2, in its sole discretion, for a roof pitch appropriate to the Home design and the aesthetics of the Subdivision.

2.3.3 [Intentionally deleted]

2.3.4 No building or construction materials shall be stored on any Lot outside of the Home or garage, other than during periods of actual construction or remodeling and then only for so long as may be necessary. Excess excavated material shall not be stored on any Lot during or after construction without the prior written approval of the ACC, unless required for backfilling, finish grading, or landscaping.

2.4 APPROVAL BY ARCHITECTURAL CONTROL COMMITTEE (ACC).

2.4.1 All Improvements must comply with the terms of this Declaration and the Architectural Guidelines. No Home, garage or other Structure or Improvement of any kind shall be installed, erected, constructed or placed

on any Lot (or altered or changed with respect to layout, location or exterior design, appearance, color or material composition) without prior submission of detailed building and exterior design plans to the ACC and prior written approval of all plans from the ACC. All building plans and the exterior design of each Improvement to be constructed, added to or modified and all yard grades and stakeout surveys must be approved by the ACC in writing prior to application to the Village for a building permit. ACC's approval shall be based upon the building and use restrictions contained in this Declaration and the Architectural Guidelines. The ACC may withhold exterior design approval if the design is garish, poorly designed or proportioned or too similar in appearance to others in close proximity. Without intending to limit the generality of the foregoing, it is intended that the exterior color of any portion of a Home, garage or other Improvement may not be changed in any significant respect without the prior written approval of the ACC. Plans, to be considered appropriate for review by the ACC must include the following, if the Improvement involves construction of a Home, garage or addition or change to either (unless the ACC advises a Lot Owner in writing to the contrary): (i) construction drawings, plans and specifications prepared by a qualified home designer or architect, showing dimensions, composition and color of exterior materials, together with paint color samples and material samples, and equipment, if any; and (ii) a landscape plan and site plan showing the location of all Improvements, including drives and plantings, compliance with set-back requirements, finished grade elevations, topography, and other data pertinent to such review by the ACC as it may reasonably request.

In addition to this Declaration and the Architectural Guidelines, the ACC may consider the following factors, and may deny, withhold or condition approval of any proposed Improvement if, in its sole judgment, any one or more of the general purposes specified in Section 1.2 will not be satisfied: material composition and quality; exterior design, appearance and color; coordination with other existing or contemplated Improvements, including nonrepetition; location with respect to topography and existing surroundings, set-backs, finished grade elevations, access, drainage and plantings; and general aesthetics. ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, PLACED OR ALTERED ON A LOT WITHOUT PRIOR WRITTEN APPROVAL OF THE ACC MAY BE REQUIRED TO REMOVE SUCH IMPROVEMENTS IN THEIR ENTIRETY AND RESTORE THE LOT AT THE LOT OWNER'S EXPENSE.

2.4.2 In the event the ACC fails to act upon proposed plans within 30 days following written acknowledgment by the ACC that it has received the last of all documents required to be submitted to the ACC, adequate for purposes of its review, such plans shall be deemed approved by the ACC. In the event no suit to enjoin the erection, installation or change of the

Improvement or to require removal thereof has been commenced within two years following final completion thereof, no right shall exist to thereafter enforce this Declaration insofar as approval by the ACC is required as to such particular matter.

2.4.3 Any approval or permission of the ACC under this Section, to be binding or effective, must be in writing signed by an authorized member of the ACC. No oral statements, representations or approvals of the ACC or of any of its members or agents shall be binding on the ACC under any circumstances, regardless of any reliance thereon by any Lot Owner. If reasonably requested by the ACC, the Lot Owner shall furnish within 90 days following construction or installation of any Improvement, an as-built certified survey showing the location of the improvements.

2.4.4 Any action by the ACC shall be final and conclusive as to persons then or thereafter owning Lots covered by this Declaration.

2.5 COMPLETION OF IMPROVEMENTS.

2.5.1 Before any construction shall be commenced on a Lot the driveway shall be rough graded and graveled in a horizontal location and with a vertical alignment as approved by the ACC. All access to and from the Home site construction area by material suppliers, contractors and other individuals shall be by this driveway location and no other means or way. This covenant is primarily for the protection of natural amenities of the Subdivision.

2.5.2 Any exterior construction commenced shall be completed within a fourteen month period and shall be ready for occupancy within that period. Also, within one year of occupancy or within two years of the commencement of construction, whichever date shall be shorter, the Lot Owner shall landscape any area disturbed by construction and shall complete all landscaping in accordance with the plans and specifications approved by the ACC.

2.5.3 During construction the Lot Owner shall be responsible for maintaining the integrity of the Lot and surrounding areas. The Lot Owner shall make certain that their contractors maintain daily cleanup of all scraps, paper or other waste materials, as well as all dirt and mud tracked onto public streets, and that all access to the Home site is through the approved driveway, and by no other means or way. The Lot Owner shall further be responsible for the repair of any and all damage to the public right-of-way adjacent to the Lot, including but not limited to any pavement, sidewalk, curb, gutter, ditch, swale and/or culvert, and to any drainage ditches, swales and/or other drainage facilities on the Lot, occurring prior to completion of construction. If the Lot Owner, or their contractor, fail to maintain the Lot and surrounding areas in this manner, the Developer or

the Homeowners' Association shall have the right, but not the obligation, to perform the necessary cleanup and/or make the necessary repairs and to charge the Construction Deposit and/or obtain reimbursement for the expense incurred by the Developer or Homeowners' Association, as set forth in this Declaration.

During any earth moving activities, proper erosion control practices shall be installed to prevent sediment entering storm water drainage ways or leaving the Lot.

2.5.4 At the time of closing on a Lot a Construction Deposit in the amount of Five Hundred Dollars ($500) shall be collected from the Lot Owner and held in an escrow account by the Developer or the Homeowners' Association. The Construction Deposit shall be returned to the Lot Owner upon completion of construction on the Lot. These funds are to assure compliance with this Declaration, including but not limited to, contractor cleanup, use of the approved driveway and repair or damage to pavement, sidewalks, curbs and gutters, compliance with the landscaping requirements and compliance with the architectural covenants, restrictions and requirements. If a Lot Owner and/or their contractors fail to comply with the cleanup requirements and/or the use of the approved driveway, and/or repair of any damaged sidewalks, curbs and/or gutters, and in the event the Developer or Homeowner's Association, as a result of such noncompliance, undertakes any cleanup or repair, and/or is charged or assessed by the Village of Wales for same, the Developer or Homeowner's Association shall be entitled to deduct and retain from the Construction Deposit a sum sufficient to reimburse Developer or Homeowners' Association for all costs and expenses incurred for such cleanup and/or repair. If a Lot Owner and/or the their contractor fails to comply with the architectural or any other requirements or provisions of this Declaration, and if the Developer or Homeowners' Association retains an attorney to pursue enforcement of said requirements and/or provisions, the Developer or Homeowners' Association shall be entitled to deduct and retain from the Construction Deposit a sum sufficient to reimburse the Developer or Homeowners' Association for all costs and expenses, including but not limited to reasonable actual attorney's fees. If the Construction Deposit is not sufficient to fully reimburse the Developer or Homeowners' Association for cleanup and/or repair expenses, charges and/or assessments, and/or for costs, expenses and reasonable attorney's fees, the Lot Owner shall be jointly and severally liable to the Developer or Homeowners' Association for any excess. If no deductions are made, or if there is a balance remaining, the balance of the Construction Deposit shall be returned to the Lot Owner when the construction on the Lot is completed.

2.6 LANDSCAPING; DRAINAGE AND GRADING; RETAINING WALLS.

2.6.1 The Lot Owner shall install all landscaping and drainage Improvements described herein on a Lot.

All existing trees shall remain on the Lot with the exception of those which are in the Home pad area. Clearing of any wooded area is allowed only to alleviate small brush and Buckthorne only. Removal of any aged hardwood tree requires prior written approval from the ACC.

2.6.2 Each Lot Owner must strictly adhere to and finish grade his/her Lot in accordance with the Master Lot Grading Plan or any amendment thereto approved by the Village Engineer on file in the office of the Village Clerk. The Owner and/or Village 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 or correction of any drainage condition, and the Lot Owner is responsible for cost of the same.

2.6.3 Each Lot Owner shall, from the time construction on their Lot has commenced, be responsible for installing and maintaining erosion control measures until such time as a lawn or other plantings sufficient to prevent erosion has been established on the Lot. These measures may include, but are not limited to: installation of silt fence, hay/straw bales, ditch checks; street cleaning following precipitation events or tracking of mud on streets by any vehicle leaving the Lot; and sodding or seeding and mulching lawn areas. Steep slopes may require installation of straw mat, jute mat or other materials designed to stabilize steep and highly erodable areas. Any areas where erosion control measures have been compromised by weather, construction or any other event, shall be repaired within seven days of damage. Erosion control measures must be inspected and any necessary maintenance or repairs made after every rainfall exceeding 1/2 inch and at least once per week. Failure to comply with these requirements may result in sanctions against the Lot Owner by the Developer, the Association, the Village and/or the Wisconsin Department of Industry, Labor and Human Relations or the Wisconsin Department of Natural Resources. All erosion control measures shall be installed and maintained according to the standards and specifications set forth in Wisconsin Construction Site Best Management Practices Handbook and/or applicable governmental ordinances.

2.6.4 In the event that a neighboring Lot or Common Area is disturbed during construction or grading, the Lot Owner shall immediately restore all disturbed areas or cause such areas to be immediately restored with vegetation of like kind and size. In the event that eroded material is deposited onto a street or neighboring Lot or Common Area, the Lot Owner of the Lot from which the material came shall be responsible for removing the material and restoring the street or property to its original condition.

2.6.5 Any Lot Owner violating the restrictions contained herein shall be personally liable for and shall reimburse the Developer and the

Association for all costs and expenses, including attorneys' fees, incurred by the Developer or the Association in enforcing the restrictions. The foregoing shall be in addition to any other rights or remedies that may be available to the Developer and the Association.

2.6.6 Retaining walls shall be subject to the regulations of the Village and shall be built of stone, or brick or other material consistent with materials used to construct the Home on the Lot, but retaining walls shall not be built out of concrete block or unfaced poured concrete. The installation of retaining walls must comply with all applicable Village requirements.

2.7 DRIVEWAY.

Asphalt or approved driveway paving units are required to be installed for the driveway leading to the Home on the Lot. The ACC will review and approve all paving materials and the size and location of all paved areas. Individual Lot Owners will be responsible for the upkeep of driveways in an orderly and attractive condition. Driveway paving shall be completed within one year of occupancy or within two years of the commencement of construction of the Home, whichever date shall be shorter.

2.8 SIDEWALKS.

Concrete or brick sidewalks are required to be installed leading from the driveway to the Home on the Lot. The ACC will review and approve all sidewalk materials and the size and location of all sidewalks. Individual Lot Owners will be responsible for the upkeep of sidewalks in an orderly and attractive condition. Sidewalk paving shall be completed within one year of occupancy or within two years of commencement of construction of the Home, whichever date shall be shorter.

2.9 SWIMMING POOLS.

In ground swimming pools are permitted, subject to prior written approval by the ACC. Detailed plans and specifications for any pool, including all fencing, deck and landscaping plans related thereto, must be submitted and approved by the ACC in advance of construction and are subject to all applicable Village regulations. Aboveground swimming pools are prohibited.

2.10 [Intentionally deleted].

2.11 FENCES AND WALLS.

Fences are prohibited without the prior approval of the ACC. Safety fences surrounding a swimming pool as required by the Village will be allowed providing the fence is aesthetically pleasing and consistent with the architectural style of the Home and landscaping on the Lot. All fences require prior written approval by the ACC. Fence location, material, design, and construction details will be considered by the ACC.

2.12 STORAGE STRUCTURES.

No outdoor detached storage structures of any kind shall be permitted.

Children's outdoor playground equipment and play Structures shall be allowed provided that any part of such equipment or Structure that constitutes an enclosure must be approved in writing by the ACC prior to installation.

2.13 SIGNS.

No signs of any kind shall be visible to the public from any Lot except (1) one professional sign of not more than one square foot in area, (2) one sign of not more than four square feet in area advertising the Lot for sale or rent, and (3) up to two signs of standard size and design as specified by the Developer used by a building contractor or the Developer to advertise the Lot during the construction and sales period. As applicable, signs must be removed immediately following completion of construction or sale of the Lot. No signs of any kind shall be placed on the Outlots or street right-of-way.

2.14 IMPROVEMENTS NOT SPECIFICALLY ADDRESSED.

The construction and placement of Improvements such as special utilities, receiving dishes, towers, and other facilities not specifically addressed elsewhere within this Declaration shall require the prior written approval of the ACC.

2.15 SEPTIC SYSTEMS AND WATER SUPPLY SYSTEMS.

Each Lot Owner shall construct and place a water well supply system and waste water disposal system on the Lot in accordance with all applicable State, County and Village regulations. The location of each shall be depicted on the plans submitted to the ACC.

2.16 EASEMENTS.

The minimum front or street setback, side yard, rear yard and wetlands areas described in Section 2.2 above ("Setback Areas") and all Common Areas are and shall be reserved for the use of non-exclusive easements for utilities and access serving, in whole or in part, the Subdivision or any Lot located therein. By accepting title to a Lot, each Lot Owner hereby agrees that such Setback Areas and all Common Areas may be subjected to easements for utility lines for electricity, sewer, water, gas, telephone, cable television, or other similar utilities. Within fifteen days of written request therefor by the Developer, or, after creation of the Association as provided herein, within fifteen days of written request by the Association, each Lot Owner shall grant specific easements (and cause their lenders to agree to non-disturbance of such easements) upon such terms as may be reasonably requested. The Developer or the Association may grant or assign easement rights and/or convey interests under this subsection burdening Common Areas and binding all Lot Owners. No Improvements may be constructed in the Setback Areas except landscaping in accordance with approved landscaping plans or as otherwise specifically permitted by this Declaration.

3. HOMEOWNERS ASSOCIATION

3.1 INTENTION TO FORM AN OWNERS ASSOCIATION.

When the Developer deems the Subdivision to be sufficiently developed, the Developer intends to form the Association for the purpose of enforcing this Declaration and maintaining and protecting the Common Areas. Formation of the Association shall occur at the discretion of the Developer, not later than when seventy-five percent (75%) of the Lots owned by the Developer are conveyed to a bona fide third-party purchaser.

3.2 CREATION OF ASSOCIATION.

When the Developer elects to form the Association, the Developer shall authorize the creation of the Association, by the filing of Articles of Incorporation of the Association with the Wisconsin Department of Financial Institutions. The Developer will give notice of the creation of the Association to all Lot Owners who have notified the Developer of their name and address for notice purposes hereunder. All Lot Owners shall be entitled and required to be members of the Association. The Association shall be known as KARRIS WOODS HOMEOWNERS ASSOCIATION, INC. The Association shall be incorporated as a non-stock, non-profit corporation under the laws of the State of Wisconsin. The Articles of Incorporation and the By-Laws for the Association, which will become effective when the Developer authorizes the creation of the Association, shall be prepared by the Developer in its sole discretion, consistent with the provisions hereof. Upon creation of the Association, the Developer shall retain control over all aspects of the Association, including but not limited to its operation and management, through appointment or election of a majority of the Board of Directors until the last Lot owned by the Developer is conveyed to a bona fide third-party purchaser.

3.3 MEMBERSHIP.

3.3.1 Upon formation of the Association, each Lot Owner shall automatically become a member of the Association and shall be entitled to one vote for each Lot owned, with ownership of a Lot being the sole qualification for membership. The membership in the Association appurtenant to a Lot shall be owned jointly and severally by all co-Owners of the Lot, regardless of the form of tenancy, estate or interest in the Lot.

3.3.2 Association membership and voting rights shall be appurtenant to each Lot and shall not be assigned, conveyed or transferred in any way except upon transfer of an ownership interest of the Lot and then only to the transferee; nor shall membership or voting rights be retained except upon retention of an ownership interest in the Lot. Any attempt to make a prohibited transfer or retention of such rights shall be null and void.

3.4 POWERS OF ASSOCIATION.

Without limitation and in addition to those powers bestowed upon the Association in the Articles, Bylaws and Chapter 181 of the Wisconsin Statutes, the Association shall have the following powers:

3.4.1 To serve as a means through which the Lot Owners may provide for the maintenance, preservation and architectural control of the Common Areas and Lots within the Subdivision and to promote the health, safety and welfare of the Lot Owners, all in accordance with the Declaration;

3.4.2 To serve as a means through which the Lot Owner may provide for the maintenance, preservation and architectural control of sidewalks within the Subdivision;

3.4.3 To fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

3.4.4 To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in the Subdivision (including, but not limited to, any Common Areas) in connection with the affairs of the Association;

3.4.5 To enforce this Declaration by any means deemed appropriate by the Association;

3.4.6 To purchase, sell and convey Lots (including the Improvements thereon) incident to foreclosure of a lien for any assessments and to acquire real estate as additional Common Areas;

3.4.7 To enter and execute contracts, deeds, mortgages and documents on behalf of the Association which relate to any Common Area or Improvements therefor including, without limitation, granting or assigning easement rights or other interests burdening any Common Area;

3.4.8 To incur indebtedness on behalf of the Association and to execute drafts and other negotiable instruments;

3.4.9 To employ the services of any person, firm, or entity to maintain the Common Areas, or to construct, install, repair or rebuild improvements thereon;

3.4.10 To commence, prosecute, defend or be a party to any suit, hearing or proceeding (whether administrative, legislative or judicial) involving the enforcement of this Declaration or otherwise involving the exercise of any powers, duties or obligations of the Association;

3.4.11 To adopt Rules and Regulations for the management, operation, use and enjoyment of the Common Areas, including fines or penalties which may be enforceable by Special Assessment against any Lot Owner or his/her family or guests violating such Rules or Regulations;

3.4.12 To exercise all other powers necessary or incidental to maintain, repair, renew, restore or upgrade the Common Areas and operate the Association for the mutual use and enjoyment of all Lot Owners;

3.4.13 To pay expenses of the Association as the same may be incurred and come due;

3.4.14 To create the ACC and pursue the purposes of the ACC under this Declaration;

3.4.15 To exercise all of the powers and privileges and to perform all of the duties and obligations of this Association as set forth in said Declaration; and

3.4.16 To have and to exercise any and all powers, rights and privileges a Wisconsin Nonstock Corporation organized under Chapter 181, Wisconsin Statutes, may now or hereafter have or exercise, subject to the terms and conditions of the Declaration.

3.5 DEVELOPER TO ACT FOR ASSOCIATION.

Prior to the creation of the Association and/or prior to the Developer's turnover of control of the Association to the Lot Owners as described in this Article, the Developer shall have all of the powers of, and shall act and perform as, the Association. Similarly, once the Developer has turned control of the Association over to the Lot Owners, the Association shall have all of the powers, and shall act and perform as, the Developer.

3.6 DEVELOPER'S CONVEYANCE TO ASSOCIATION.

Within 90 days of the Association's incorporation, the Developer will convey to the Association and/or Lot Owners in undivided fractional shares by quit claim deed and quit claim bill of sale any and all personal property, fixtures, structures, improvements, real property and real property interests which the Developer in its sole judgment may deem to be appropriate Common Areas as of the date of such conveyance. The Developer will also deliver to the Association any fees for start up, reserves or contributions to capital collected from Lot Owners upon sale of Lots to such Lot Owners.

4. ARCHITECTURAL CONTROL COMMITTEE - "ACC"

4.1 CREATION AND PURPOSE OF ACC.

The Developer shall initially create and the Developer and the Association shall maintain an Architectural Control Committee ("ACC") for the purposes of approving

plans and specifications that must follow the Architectural Guidelines for Improvements to the Lots in accordance with the terms of this Declaration, and shall carryout such other rights, duties and obligations as are expressed herein.

4.2 MEMBERSHIP.

Until the Developer has sold the last of the Lots owned by the Developer to a bona fide third-party purchaser, the ACC shall consist of one (1) member being the Developer, its successor or assignee. Upon the sale by the Developer of the last of the Lots owned by it, the ACC shall consist of three (3) members who shall be annually appointed by the Board of Directors of the Association and who may also be members of the Board of Directors of the Association.

4.3 MEETINGS.

The ACC shall meet from time to time as the members deem necessary or desirable in order to carry out the functions required of them as set forth in this Declaration.

4.4 EXCULPATION.

In no event shall the actions of the ACC, or any of its members, be deemed to be a warranty, guarantee or assurance that plans, specifications or other documents reviewed and/or approved by it are fit for any particular use or function, or that such instruments comply with any laws, rules, ordinances or regulations. The members of the ACC shall not be liable to any Lot Owner for any actions taken by it/them in their role as a member of the ACC.

5. COMMON AREA EXPENSES AND ASSESSMENTS

5.1 SPECIAL AND GENERAL ASSESSMENTS.

The Association shall pay or arrange for payment for all costs, expenses and liabilities incurred by the Association out of the proceeds of assessments which shall be made against the Lot Owners and their Lots. The Association may, at any time, levy assessments for such purposes against the Lot Owners and their Lots, other than the Developer and Lots owned by the Developer. The Developer shall not be responsible at any time for any assessments, General, Special or otherwise.

5.1.1 "Special Assessments" may be made and levied by the Association against a particular Lot Owner (other than the Developer) and his, her or their Lot (without levying against other Lots) for:

a) Costs and expenses (anticipated or incurred) for maintenance or repair of damage to Common Areas, sidewalks and/or recreational trails caused by or at the direction of the Lot Owner or the Family or guests of the Lot Owner;

b) Costs and expenses (anticipated or incurred) for maintenance or repair to Improvements or landscaping on the Lot Owner's Lot consistent with Section 1.4 above;

c) Costs, expenses and actual attorneys fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce this Declaration against the Lot Owner;

d) Interest due on General or Special Assessments; and

e) All other costs and expenses anticipated or incurred by the Association which are subject to Special Assessments as provided under this Declaration.

5.1.2 "General Assessments" shall be made and levied by the Association equally against each Lot Owner (other than the Developer) and his, her or their Lot for the following "common expenses" benefiting several Lots, which may be anticipated, incurred or paid by the Association for:

a) Maintenance, repairs, upkeep or operation of the Common Areas and sidewalks, including but not limited to, reserves and start up fees therefor;

b) Any insurance maintained by the Association;

c) Taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association or any Common Areas;

d) All costs and expenses for the operation and administration of the Association, including legal, accounting and management fees and other costs incident to the exercise of any of its powers or obligations;

e) Costs and expenses for additional Improvements to Common Areas;

f) All items subject to Special Assessments which have not been collected from a Lot Owner at the time payment of such item is due, provided that upon collection of the Special Assessment from that Lot Owner, all other Lot Owners shall receive an appropriate adjustment, reimbursement or credit on future General Assessments, as the Association may determine, for payments made under this paragraph;

g) All damages, costs, expenses and attorney fees incurred in, or in anticipation of, any suit or proceeding (whether administrative,

legislative or judicial) which are not otherwise collected by Special Assessment;

h) Costs and expenses of services, if any, made available to all Lots and/or for any Common Areas;

i) Costs and expenses of the Association and the ACC in performing their duties hereunder;

j) Any other costs and expenses incurred by the Association in the fulfillment of its obligations under this Declaration for the benefit of all of the Lots.

5.1.3 The Association shall maintain separate books and records for General and Special Assessment accounts of the Lot Owners, as may be necessary, provided that all funds received from either assessment may be commingled and thereafter disbursed to pay any costs or expenses incurred by the Association which would be subject to General or Special Assessments.

5.1.4 The Board of Directors shall, not later than December 15, determine the estimated expenses of the Association and prepare an annual operating budget in order to determine the amount of the annual General Assessments necessary to meet the estimated common expenses of the Association for the ensuing year and shall forward a copy to each Lot Owner or one of the co-Owners of the Lot, prior to the annual meeting for the Association.

5.2 PAYMENT OF ASSESSMENTS.

Each Lot Owner shall promptly pay, when due, all General and Special Assessments levied by the Association against such Lot Owner and his, her or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent assessment(s). All assessments shall become due as the Association may determine appropriate (in a lump sum or in installments with or without interest). Time is of the essence with respect to all payments. All co-Owners of a Lot shall be jointly and severally liable for all General and Special Assessments levied against the Lot, regardless of the type of tenancy, estate or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise). General Assessments shall be billed annually, or at such more frequent intervals as the Association determines from time to time. A late fee of $25.00 may be assessed against each Lot Owner for each delinquent payment.

No Lot Owner may exempt itself or its Lot from liability for contribution for charges and assessments levied by the Association by waiver of use of any of the Common Areas, or by the abandonment of the Lot; no conveyance shall relieve the seller or the Lot of such liability, and the Lot Owner shall be jointly, severally and personally liable along with the purchaser in any such conveyance for the charges and assessments

incurred until the date of the sale, until all charges and assessments against the Lot have been paid. Any interested person shall be entitled to a statement of unpaid assessments with respect to any Lot upon written request to the Secretary of the Association.

5.3 DELINQUENT ASSESSMENTS, INTEREST, LIEN AND COLLECTION.

5.3.1 All General and Special Assessments which are not paid when due shall bear interest at the rate of 12% per annum until the assessment is paid in full; shall constitute a lien on the Lot; and shall be collectible and enforceable by the Association by suit against the Lot Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorney's fees for collection.

5.3.2 The Association shall have the exclusive right and power to collect or enforce collection of all General and Special Assessments and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Association may bring an action at law against any Lot Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Board of Directors shall have the right at any time to notify all Lot Owners within the Subdivision of the delinquency of any Lot Owner.

6. RULES AND REGULATIONS.

The Association may, from time to time, adopt or change rules and regulations (hereafter "Rules and Regulations") governing the operation, maintenance and use of the Common Areas by the Lot Owners and their respective families and guests. Such Rules and Regulations shall be designed to facilitate and encourage the peaceful use and enjoyment of the Common Areas by the Lot Owners and their respective families, without unduly interfering with the peaceful use and enjoyment of the surrounding Lots. All Lot Owners, lessees, licensees, invitees, other occupants, and guests of any Lot in the Subdivision shall abide by all such Rules and Regulations upon receipt of notice thereof. A violation of any Rule or Regulation shall be a violation of this Declaration and may be enforced in the same manner as any other term or provision of the Declaration or as otherwise may be designated in the Rule or Regulation, including without limitation the imposition of forfeitures, penalties, or other charges against the Lot Owner, which shall be collectible by Special Assessment against the Lot and Lot Owner.

7. LANDSCAPING OF COMMON AREAS

7.1 LANDSCAPE EASEMENT.

This Declaration hereby grants an easement in favor of the Developer and the Association, upon, across, over and through all of the Lots and Common Areas, for the purpose of allowing Developer and the Association and their agents ingress and egress in order to accomplish the construction and maintenance of any of the Improvements or facilities.

8. MISCELLANEOUS

8.1 LOT OWNERS' LACK OF AUTHORITY TO BIND ASSOCIATION.

No Lot Owner (other than the officers of the Association or the Developer) shall have any authority to act for the Association or the other Lot Owners, as agent or otherwise, nor to bind the Association or the other Lot Owners to contracts, negotiable instruments or other obligations or undertakings of any kind.

8.2 SERVICE OF PROCESS.

Service of process upon the Association for all matters shall be made upon the registered agent of the Association or such legal counsel as the Association may designate to receive service of process by filing such designation with the State of Wisconsin Department of Financial Institutions.

8.3 ENFORCEMENT OF DECLARATION: NO REVERSION OF TITLE.

8.3.1 The Association (or, until formation of the Association, the Developer) shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of this Declaration and any Rules or Regulations adopted by the Association, except that any Lot Owner may proceed, at such Lot Owner's expense, to enforce any such terms, conditions or provisions (other than for collection of assessments against Lot Owners of other Lots) if the Association fails to take such action within 60 days following a written request by such Lot Owner for the Association to do so. Any Lot Owner violating any of the terms, conditions or provisions of this Declaration or any Rules and Regulations shall pay all costs, expenses and actual attorney's fees incurred by the Association or by a prosecuting Lot Owner in the successful enforcement thereof. Neither the Association or the ACC, nor any member, director or officer thereof, shall be subject to any suit or claim by any Lot Owner for failure of the Association or the ACC to take any action requested by a Lot Owner.

8.3.2 Each remedy set forth in this Declaration and/or in Rules and Regulations shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Association or ACC to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances

(except as specifically provided in this Declaration) unless a written waiver is obtained from the Association or ACC.

8.3.3 Under no circumstances shall any violation of this Declaration or of any Rule and Regulation result in any reverter or reversion of title to any Lot.

8.4 FAILURE TO ENFORCE NOT WAIVER.

Failure of the Association to enforce any provision contained herein shall not be deemed a waiver of the Association's right to enforce this Declaration in the event of a subsequent default.

8.5 RIGHT TO ENTER.

The Association shall have the right to enter upon any Lot for the purpose of ascertaining whether the Lot Owner of said Lot is complying with this Declaration, and, if the Association so elects under this Declaration for the purpose of performing obligations hereunder on behalf of a party in default hereof.

8.6 RIGHT TO VARY.

The Developer may, in its sole discretion, grant variances from the strict application of this Declaration where strict application of any provision would result in exceptional or undue hardship to the Lot Owner of any Lot, or where otherwise deemed appropriate by the Developer. No variance may be granted which would conflict with any applicable zoning requirement or other ordinance.

8.7 RIGHT TO MODIFY.

The Developer may, in its reasonable discretion, at any time, modify this Declaration in writing. Such modifications shall apply only to Lots then owned by the Developer, and to any alterations to existing Improvements or new Improvements on all other Lots. Modifications shall take effect upon recording.

8.8 ADDITION TO OR SUBTRACTION FROM THE PROPERTY.

The Developer may, in its sole discretion, from time to time subject additional land to this Declaration by recording this document against such land and such additional land shall then be a part of the Subdivision from and after the date of such recording. The Developer may also, in its sole discretion, by an appropriate recorded document, remove land from the effect of this Declaration and thereby reduce the extent of the Subdivision, without the consent of the then Lot Owner of such land.

8.9 SEVERABILITY.

The invalidity or unenforceability of any term, condition or provision of this Declaration shall in no way affect the validity or enforceability of any other term,

condition, or provision of this Declaration, all of which shall remain in full force and effect.

8.10 COVENANTS RUNNING WITH LAND.

All terms, conditions and provisions of this Declaration (and as may be amended) shall constitute covenants running with the land.

8.11 AMENDMENTS TO DECLARATION.

This Declaration may be amended by recording in the office of the Register of Deeds for Waukesha County, Wisconsin, a document to that effect executed by the Developer or by the owners of at least 50% of all Lots in the Subdivision, and their mortgagees, with all signatures duly notarized. Such amendment shall become effective only upon recording. Notwithstanding the foregoing, this Declaration may not be amended without the express written consent of the Developer prior to the date the Developer has sold the last Lot owned by the Developer.

8.12 TERM OF DECLARATION.

This Declaration (and any amendments) shall be binding for a period of 30 years (from the date the Declaration is recorded) upon all Lot Owners and any other persons claiming under or through the Developer. Upon the expiration date of such initial 30-year period, this Declaration shall be automatically renewed for a successive period of ten (10) years and thereafter for successive periods of ten (10) years upon the expiration date of the prior renewal period, unless there is recorded an instrument (executed by the Lot Owners of at least 50% of all Lots in the Subdivision and their mortgagees) terminating this Declaration, in which event this Declaration shall terminate upon the recording of such instrument of termination or expiration of the initial 30-year term, whichever occurs later.

8.13 INTERPRETATION.

This Declaration shall be construed and interpreted in favor of restricting the use of each Lot consistent with the purposes hereof and any ambiguity shall be resolved against any Lot Owner who installs any structure or engages in any activity not clearly authorized under this Declaration or approved in writing by the Developer or the Board of Directors of the Association.

8.14 CAPTIONS.

The captions of articles and sections herein are for convenience only and are not intended to be part of this Declaration or in any way to define, limit or describe the scope and intent of the particular article or section to which they refer.

8.15. RECORDING.

Any reference herein to recording a document shall mean recording in the office of the Register of Deeds for Waukesha County, Wisconsin.

8.16 NOTICES.

Every Lot Owner shall give written notice to the Developer of its name and address for notice purposes (identifying the Lot it has acquired) within ten (10) days of becoming a Lot Owner.

8.17 REZONING OF DEVELOPER PROPERTY.

By accepting title to a Lot, a Lot Owner irrevocably waives any rights it may have at any time to object to rezoning or use of any other property owned by the Developer or its Affiliates at any time.

8.18 RE-DIVISION OF LOT 10.

Developer may in its sole discretion re-divide Lot 10 in the future in accordance with applicable Village ordinances in effect. No approval by the Association shall be required for such action.

IN WITNESS WHEREOF, this instrument has been duly executed as of the day, month and year first above written.

KUMMROW PROPERTIES, LLC

By: _____
Richard Kummrow
Its: Member

KUMMROW PROPERTIES, LLC

By: _____
Ann M. Kummrow
Its: MEMBER

State of Wisconsin)
: SS
Waukesha County)

Personally came before me this 30 day of September, 2005, Richard Kummrow and Ann M. Kummrow of Kummrow Properties, LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Seal]

NOTARY PUBLIC
JUNE M. HERMAN
STATE OF WISCONSIN

_____
Notary Public, State of Wisconsin
My commission ~~is permanent~~. EXPIRES 10-26-8

Drafted by
Krista J. Ebbens, Esq.
Reinhart Boerner Van Deuren, s.c.
W233 N2080 Ridgeview Parkway
Waukesha, WI 53188

001620 OCT 04 05

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY/
KARRIS WOODS SUBDIVISION

Lots 1 through 10 and an undivided interest in outlots 1 and 3 all in Karris Woods Subdivision as shown on the Karris Woods Subdivision Plat recorded at the Waukesha County Register of Deeds on September 20, 2004 as Document No. 3206204 in Volume 52 Pages 86 and 87 being a part of the NW 1/4 of the NE 1/4 of Section 9, Township 6 North, Range 18 East in the Village of Wales, Waukesha County, Wisconsin.

00162 OCT 05

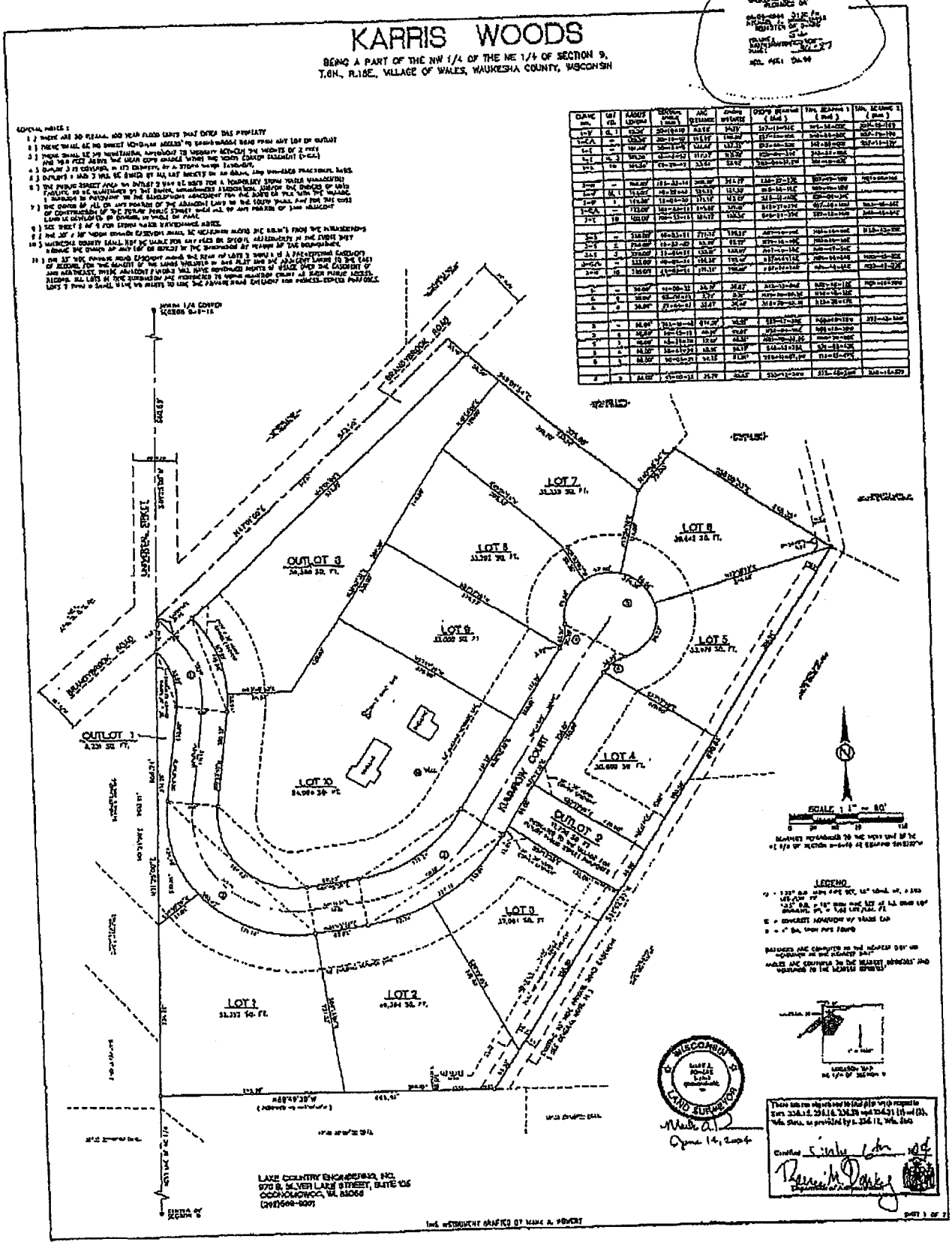
EXHIBIT "B"

SUBDIVISION PLAT FOR KARRIS WOODS SUBDIVISION

86

KARRIS WOODS

BEING A PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 9, T.6N., R.18E., VILLAGE OF WALES, WAUKESHA COUNTY, WISCONSIN



0011623

87

KARRIS WOODS

BEING A PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 9,
T.6N., R.19E., VILLAGE OF WALES, WAUKESHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Mark A. Powers, Registered Land Surveyor, hereby certify:
that I have surveyed, divided, and mapped a part of the NW 1/4 of the NE 1/4 of Section 9, T6N, R19E, Village of Wales, Waukesha County, Wisconsin, more fully described as follows:
Commencing at the North 1/4 corner of said Section 9; thence S01°25'00"W, along the West line of said NE 1/4, 660.19 feet to the centerline of Strawberry Road and the point of beginning of the herein described lands; thence N54°47'05"E, along the centerline of Strawberry Road, 102.90 feet to a point; thence S48°01'55"E, 324.28 feet to a point; thence N40°32'26"E, 75.00 feet to a point; thence S54°09'33"E, 219.35 feet to a point; thence S32°42'32"W, 670.02 feet to a point on the North line of Strawberry Fields, a recorded subdivision; thence N89°49'59"W, along said North line, 444.81 feet to a point on the West line of said NE 1/4; thence N01°25'00"E, along said West line, 458.74 feet to the place of beginning. Said lands containing 301,047 square feet (13.596 acres).

That I have made such survey, land division and plat by the direction of Richard L. Karris and Ann M. Karris, Owners of said lands.

That such plat is a correct representation of all the exterior boundaries of the lands surveyed and the subdivision thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the Village of Wales, and Waukesha County Department of Parks and Land Use, in surveying, dividing and mapping the same.

Dated this 14th day of June, 2004

Mark A. Powers, R.L.S. 2761

WISCONSIN MARK A. POWERS 2761 REGISTERED LAND SURVEYOR

OWNER'S CERTIFICATE:

We, Richard L. Karris and Ann M. Karris, as owners, do hereby certify that we caused said lands to be surveyed, divided, mapped and dedicated, as shown on this map.

We do further certify that this plat is required by S236.10 or S236.12 to be submitted to the following for objection or approval:

1) Department of Administration
2) Village of Wales
3) Waukesha County Department of Parks and Land Use

WITNESS the hand and seal of said Richard L. Karris and Ann M. Karris, this 1st day of August, 2004.

In presence of:

Richard L. Karris

Ann M. Karris

STATE OF WISCONSIN)
Milwaukee COUNTY)

Personally came before me this 7th day of August, 2004, the above named Richard L. Karris & Ann M. Karris, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

Milwaukee County, Wisconsin
My Commission expires 6-17-07

VILLAGE OF WALES PLANNING COMMISSION APPROVAL

Approved by the Village of Wales Planning Commission this 25th day of May, 2004.

Secretary

Chairman

CONSENT OF CORPORATE MORTGAGEE:

The City National Bank, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, hereby consents to the surveying, dividing, mapping, and dedication of the land described on this Subdivision Plat and does hereby consent to the above certificate of Richard L. Karris and Ann M. Karris, owners of said land.

IN WITNESS WHEREOF, said The City National Bank has caused these presents to be signed by Richard M. Zeier, its President, and countersigned by Susan A. Kruse, its Secretary (assistant), at Elm Grove, Wisconsin, and its corporate seal to be hereunto affixed this 1st day of August, 2004.

In the presence of:

The City National Bank
Corporate Name

Richard M. Zeier
President

Susan A. Kruse
Secretary (Assistant)

Village Board Approval Certificate

Resolved, that the plat of Karris Woods in the Village of Wales, Richard L. and Ann M. Karris, owners, is hereby approved by the Village Board.

Date 6-7-04 Approved Jeffrey J. Thone
Village President

Date 9/14/04 Signed Jeffrey J. Thone
Village President

I hereby certify that the foregoing is a copy of a resolution adopted by the Village Board of the Village of Wales. Gail E. Colin-Auch, Village Clerk

STATE OF WISCONSIN)
COUNTY)SS

I, Gail E. Colin-Auch, being the duly elected, qualified and acting clerk of the Village of Wales, Waukesha County, do hereby certify that the Board of Trustees of the Village of Wales, pursuant to authority granted by Resolution No. 04-09 adopted on the 7th day of June, 2004, authorizing me to issue a certificate of approval of the plat of Karris Woods, Richard L. and Ann M. Karris, owners, upon satisfaction of certain conditions, and I do hereby certify that all conditions were satisfied and the APPROVAL WAS GRANTED AND EFFECTIVE ON THE 14th day of September, 2004, and such is in the form as directed by the Board.

Dated 9/14/04 Gail E. Colin-Auch, Clerk

CERTIFICATE OF THE VILLAGE TREASURER

I, Gail E. Colin-Auch, being the duly elected, appointed, qualified and acting Treasurer of the Village of Wales, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of the 14th day of September, 2004, on any land included in the plat of Karris Woods.

Dated: 9/14/04 Gail E. Colin-Auch
Village Treasurer

CERTIFICATE OF COUNTY TREASURER.

I, Pamela F. Reeves, being duly elected, qualified and acting Treasurer of Waukesha County, do hereby certify that the records in my office show no unredeemed taxes and no unpaid taxes or special assessments as of August 3, 2004 affecting the lands included in the plat of Karris Woods.

Dated August 3, 2004 Pamela F. Reeves
Pamela F. Reeves, Waukesha County Treasurer

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1), and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Dated August 16, 2004
Department of Administration

THIS INSTRUMENT DRAFTED BY MARK A. POWERS

SHEET 1 OF 2

001624 OCT 11 '95

EXHIBIT "C"

ARCHITECTURAL DESIGN AND LANDSCAPE GUIDELINES

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II. *HOUSING DESIGN*

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IV. *LANDSCAPE GUIDELINES*

V. *PROCEDURE FOR FILING PLANS*

VI. *ENFORCEMENT*

VII. *CONSTRUCTION RULES AND REGULATIONS*

I. INTRODUCTION

The purpose of the Architectural Guidelines is to create quality housing that is integrated with the natural open space of Karris Wood and to preserve and maintain high aesthetic standards for the entire community. These Architectural Guidelines will ensure appropriate use and improvement of each Lot and protect Lot Owners against use of surrounding Lots that may detract from the residential value or enjoyment of their Homes. The Architectural Guidelines will guard against the erection or maintenance of garish or poorly designed or proportioned structures and will obtain a harmonious and aesthetically pleasing blend of materials, structures, and color schemes that insures a community consistent with high aesthetic standards set by the Village and the Developer.

An Architectural Control Committee (ACC) has been established for the Subdivision. The ACC works closely with Lot Owners, architects, and contractors to ensure these standards are maintained. A qualified home designer or architect must design all proposed buildings. Preliminary Plans for buildings and landscaping will be submitted to the ACC for initial review and approval. The contract documents (working drawings) will be submitted to the ACC for final written approval. Details of these procedures are included in the Declaration and these Architectural Guidelines.

No application shall be made to the Village for a building permit until the architectural drawings (including working drawings) and landscape plans have been approved by the ACC.

II. HOUSING DESIGN

The architecture of all Homes must respect the well-crafted tradition of homes, utilizing durable and proven materials and construction techniques. Traditional building shapes are to be incorporated into the design of each Home. Every effort should be made to break down the mass of the building with offsets in plane or architectural components in order to avoid long, unarticulated walls. Homes that are too similar in appearance will not be permitted in close proximity to one another.

A. ROOFS AND DORMERS – Flat roofs are not permitted. The use of these architectural components will be subject to ACC approval.

B. DOORS AND WINDOWS – Simple swing type doors are encouraged for all door openings on the exterior. The use of sliding doors is discouraged except on rear elevations.

Front and side elevations must be trimmed with shutters, casing or other approved materials consistent on all three sides.

C. BAYS AND CHIMNEY CHASES – Any bays or other projections that extend down to the top of the foundation level must have a foundation beneath. "Hung Bays" not extending down to the foundation are permitted if supported by appropriate brackets. Chimney chases must have a foundation beneath, and must be constructed of brick or stone or same material that is used on the Home. A Home with one hundred percent (100%) front (face) elevation of dryvit may have a chimney chase constructed of dryvit.

D. EXTERIOR PAINTING – All exterior colors must be approved by the ACC. This requirement applies to siding, doors, shutters, trim, roofing and other appurtenant structures. Earthtones and natural colors shall be used.

E AWNINGS – Metal or plastic awnings are prohibited. The ACC must approve fabric awnings.

F. PLUMBING AND ATTIC VENTS – All plumbing vents within reasonable distance of each other shall be combined into one vent extending through the roof or rear of house.

G. EXTERIOR STAIRS AND RAILINGS – All stairs except for wooden decks shall be of masonry or concrete construction. Handrails shall be constructed of steel, cast iron, aluminum or wood. Wood railings of traditional design are preferred over all other types of railings.

H. GUTTERS AND DOWNSPOUTS – All gutter and downspouts, including replacements, must conform in color and design to those installed originally. Any addition of new gutters or downspouts, or a change in location of a original gutter or downspout, requires ACC approval.

Gutters and downspouts must not be located in such a manner as to adversely affect drainage onto neighboring Lots. Black tubing used for additional drainage purposes must be buried underground and directed away from adjacent Lots. Splash blocks must be black or green plastic or unpainted concrete.

I. EXTERIOR LIGHTING – Exterior Lights on homes shall use white light bulbs of 100 watts or less with a maximum not to exceed Village ordinances. Lights shall be placed so that they do not shine directly at neighbors. Exterior lights on Homes

shall be mounted on the Home at appropriate locations, such as adjacent to entry, patio and garage doors, and portico ceilings. All fixtures shall be of traditional design, and shall be consistent with the design of the structure. Low-level patio/landscape lighting is allowed to a limited extent as approved by the ACC.

III. SITE REQUIREMENTS

A. GRADING – A site plan with the proposed grading shall be submitted with architectural plans. Grading of the site can only be accomplished after complete architectural and landscaping plans have been approved. The proposed amount of cut and fill should be stated on the preliminary plans submitted to the ACC. The ACC, prior to the start of construction, shall approve the finished elevations of the ground floor.

B. MAILBOXES - In order to maintain a pleasant continuity in the Subdivision, permanent mail/newspaper units must be purchased by each Lot Owner from the Developer at the time of the closing their purchase of the Lot. The Lot Owner will install, at the Lot Owner's expense, the mail/newspaper units in locations selected by the Developer and approved by the U.S. Postal Service. Repairs and/or maintenance of the permanent mail/newspaper unit are the responsibility of the respective Lot Owners. Should maintenance be required and not performed in a timely manner on the mail/newspaper units, the Association reserves the right to have repairs made and specially assess costs to the respective Lot Owners of the mailboxes.

C. LAMP POSTS - In order to maintain a pleasant continuity, a uniform lamppost must be purchased by each Lot Owner from the Developer at the time of the closing their purchase of the Lot. The Lot Owner will install each lamppost at the Lot Owner's expense, in a location designated by Developer. The Lot Owner shall maintain the post lamp in a proper operating manner. If the post lamp is not so maintained, and the condition has not been rectified by the Lot Owner within 15 days after receipt of a notice from the Association specifying the violations of this Section, the Lot Owner shall be subject to a penalty of not more than $10.00 per day from the date of notice until the date the condition has been rectified. The penalty shall be specially assessed against the Lot Owner and, if not paid, will be enforced as provided in the Declaration.

D. RECREATIONAL FACILITIES AND FLAG POLES –All play equipment structures and flag poles shall be submitted to the ACC for approval prior to installation.

E. CLOTHES LINES - The use of fixed clothes lines is prohibited.

IV. LANDSCAPE GUIDELINES

A. LAWN AND PLANT MATERIALS - The ACC shall have the right to approve or reject the quality of any plant material to be installed on a Lot. All areas not covered by structures, paving or planting will be seeded or sodded. All turf areas will be maintained as mowed turf.

B. PATIOS, DECKS AND TERRACES – All patios, decks and terraces are to be constructed within the confines of the final building pad as designated and depicted on the Plat. Wooden decks will be required to be painted or stained. The design of these elements and the materials to be used must be approved by the ACC.

V. PROCEDURE FOR FILING PLANS

A. PRELIMINARY DESIGNS – Every Lot Owner must submit three (3) copies of a preliminary architectural and landscape plan. The ACC will return to the Lot Owner with any requested changes.

B. ARCHITECTURAL AND LANDSCAPE PLANS – Plans, to be considered appropriate for review by the ACC must include the following, if the Improvement involves construction of a Home, garage or addition or change to either (unless the ACC advises a Lot Owner in writing to the contrary): (i) construction drawings, plans and specifications prepared by a qualified home designer or architect, showing dimensions, composition and color of exterior materials, together with paint color samples and material samples, and equipment, if any; and (ii) a site plan showing the location of all Improvements, including drives and plantings, compliance with set-back requirements, finished grade elevations, topography, storm water drainage, and other data pertinent to such review by the ACC as it may reasonably request.

The ACC may consider the following factors, and may deny, withhold or condition approval of any proposed Improvement if, in its sole judgment, any one or more of the general purposes specified in Section 1.2 of the Declaration will not be satisfied: material composition and quality; exterior design, appearance and color; coordination with other existing or contemplated Improvements, including nonrepetition, location with respect to topography and existing surroundings, set-backs, finished grade elevations, access, drainage and plantings; and general aesthetics. Any Lot Owner who causes or allows any Improvements to be constructed, installed, placed or altered on a Lot without prior written approval of the ACC may be required to remove such Improvements in their entirety at the Lot Owner's expense.

C. TIME PROVISIONS – In the event the ACC fails to act upon proposed plans within 30 days following written acknowledgment by the ACC that it has received the last of all documents required to be submitted to the ACC, adequate for purposes of its review, such plans shall be deemed approved by the ACC. In the event no suit to enjoin the erection, installation or change of the improvement or to require removal thereof has been commenced within two years following final completion thereof, no right shall exist to thereafter enforce these Architectural Guidelines insofar as approval by the ACC is required as to such particular matter. Any action by the ACC shall be final and conclusive as to persons then or thereafter owning Lots covered by the Declaration.

D. LIABILITY, LIENS AND APPEALS – The ACC and the Developer shall not be held responsible to any Lot Owner or to any other person, firm or corporation for any portion of the plans and specifications submitted to the ACC. The Lot Owner, by his application for approval, agrees to hold the ACC harmless from any liability, damage, cost or expense, including attorney's fees, which they may incur as a result of his actions or decisions with the application or building activities.

The ACC and the Association have the right to and will enforce these Architectural Guidelines against Lot Owners who violate them to the fullest extent allowed by law. Any Lot Owner may appeal for a variance from these Architectural Guidelines by request in writing if it can be shown that a hardship exists, and that the proposal will conform to the spirit of the Declaration.

VI. ENFORCEMENT

These Architectural Guidelines are binding upon all Lots and Common Areas in the Subdivision, all persons owning such Lots, and all persons building upon the Lots. The Developer, the Association or the ACC shall all have the right, power, and authority to take such action as may be necessary or appropriate to enforce these Architectural Guidelines or to stop any violation thereof, and specifically shall have the right to obtain an injunction in the circuit court of Waukesha County, Wisconsin, or require the posting of a bond, compelling conformance to these Architectural Guidelines or restraining or enjoining any violation of these Architectural Guidelines. Where ambiguities exist in the Architectural Guidelines, the decision of the ACC shall prevail.

The Lot Owner assumes all liability for damages and/or injury to property, persons, utilities, and all other objects, living or inanimate, caused during the course of any work or within the Subdivision.

VII. CONSTRUCTION RULES AND REGULATIONS

1. Lot Owner shall be responsible for any damage to landscaping or improvements (including roads) inflicted by any general contractor, subcontractor, or material supplier and restored within forty-eight (48) hours after such damage occurs or such longer period as may be agreed to by the Developer. The Lot Owner shall be responsible for the acts or obligations of their builder/general contractor.

2. No hazardous materials (as determined by the Developer or as defined in any applicable state, federal, or local law) may be used or stored on any Lot.

3. No machinery, equipment or materials shall be stored on a Lot other than for use on that Lot or for use on an adjacent Lot or a Lot immediately across the street and facing such Lot, where owned by the same Lot Owner.

4. During dry conditions, contractors may be required to use watering or dust abatement procedures to limit the amount of dust particles in the air.

5. All mud and debris dropped on the streets or parkways shall be cleaned up immediately and shall not be permitted to remain overnight. The Developer will bill Lot Owners who fail to comply.

6. Dumpsters and portable toilets shall not be located on public property or be located closer than 5 feet from any property line.

7. The Developer shall have the right to amend or modify these Construction Rules and Regulations at any time, in a reasonable manner. Written notice of such amendment or modification shall be given to the Owners of any Lots on which Homes are under construction, but failure to give such notice shall not invalidate any changes or modifications. It shall be the responsibility of any Lot Owner to ascertain whether any amendments or modifications have been made to these Construction Rules and Regulations prior to the start of construction on their Lot.

8. The Developer shall have the right to assign any or all of its rights under the Construction Rules and Regulations to the ACC established pursuant to the Declaration.

9. All construction activities shall comply with all applicable Village and state ordinances, rules, and regulations.