NT NO.

Jenna Prairie Estates Addition No. 1,
City of Oak Creek
Declaration of Restrictions and Covenants
DOCUMENT TITLE

* 0 9 2 7 4 6 7 0 *

DOC.# 09274670

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 07/24/2006 03:16PM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 33.00

LEGAL DESCRIPTION OF JENNA PRAIRIE ESTATES ADDITION NO. 1 SUBDIVISION

LEGAL DESCRIPTION

JENNA PRAIRIE ESTATES ADDITION NO. 1, being a subdivision of Parcel 2 of Certified Survey Map No. 6994, Outlot 2 of Certified Survey Map No. 6700, part of Parcel 1 of Certified Survey Map No. 7136 and lands, all located in the Northeast 1/4, Southeast 1/4, Southwest 1/4 and Northeast 1/4 of the Northeast 1/4 of Section 28, Township 5 North, Range 22 East, in the City of Oak Creek, Milwaukee County.

END OF DESCRIPTION.

THIS SPACE FOR RECORDING DATA

RETURN TO: **Kaerek Builders, Inc.**
11600 W. Lincoln Avenue
West Allis, WI 53227

908-9022-001
908-9018

PARCEL IDENTIFICATION NUMBER

Jenna Prairie Estates Addition No. 1

City of Oak Creek, Milwaukee County, Wisconsin

July 20, 2006

DECLARATION OF RESTRICTIONS AND COVENANTS

WHEREAS, KAEREK BUILDERS, INC. with offices located at 11600 W. Lincoln Avenue, West Allis, Wisconsin 53227, owns all of the lots in Jenna Prairie Estates Addition No. 1, City of Oak Creek, Milwaukee County, Wisconsin.

WHEREAS, KAEREK BUILDERS, INC. intending to establish a general plan for the use, occupancy and enjoyment of the Subdivision, desires to subject all the Lots within the Subdivision, each Lot of the same hereinafter referred to as a "Lot", to certain restrictions and covenants;

NOW THEREFORE, LET IT BE KNOWN that each and every person, party or entity hereafter purchasing or owning or in any way taking possession of any Lot in the Subdivision, shall do so subject to the following restrictions and covenants, to wit:

1. PURPOSE. To adequately provide for high quality improvement of this property in order to preserve and enhance the value of investments made by purchasers of Lots. These restrictions and covenants achieve this purpose by:

- ensuring the best use and most appropriate development and improvement of each building site;
- protecting Lot owners from the use of adjacent building sites in a way that detracts from the residential value of their property;
- guarding against the erection of poorly designed or proportioned structures;
- achieving harmonious use of material and color schemes;
- encouraging attractive homes with appropriate locations on each Lot;
- maintaining proper setbacks from streets and adequate free spaces between structures;
- ensuring that during initial dwelling construction, the Subdivision public streets and walks remain free of debris and refuse.

2. ZONING LAWS, etc. In addition to the provisions outlined in this document, all Lots shall be subject to all ordinances, zoning laws, building codes and other regulations of the City of Oak Creek, Milwaukee County and the State of Wisconsin as applicable. The provisions of the KAEREK BUILDERS, INC., Developer's Agreement, Jenna Prairie Estates Addition No. 1 shall also apply.

3. GENERAL LOT USE AND BUILDING TYPE.

a. Lot Use.

- Each Lot shall only be used for construction of a single family residence with approved [Jenna Prairie Estates Addition No. 1 Architectural Control Committee (ACC), see section 6)] accessory buildings/structures, such as attached garages, swimming pools and similar improvements. Such accessory buildings/structures must also meet City of Oak Creek code requirements. Swimming pools must be approved by the ACC prior to installation and pool heaters; filters, etc. must comply with the City of Oak Creek wiring codes.
- No structure of any kind shall be constructed, altered, placed, maintained or permitted upon any Lot except one (1) newly constructed, private, permanent, single family dwelling designed for [and limited to] occupancy of only a single family group, not exceeding two (2) stories in height from the determined final Lot grade at highest point of building's foundation. Nor may the dwelling be more than three (3) stories in height, where one (1) floor elevation is set below the determined final Lot grade at the building foundation. In addition, detached structures are permitted as per 3(c) following.
- Grading on Lots in the subdivision must be completed substantially in compliance with the master grading plan on file with the City of Oak Creek. Deviations from the grading plan must be approved by the ACC and City of Oak Creek Engineer. The City of Oak Creek Engineer will only approve deviations based on grading plans encompassing the general area, not just one lot.
- Any dwelling previously approved for construction on any Lot may be altered and/or the exterior remodeled, only upon approval of such changes by the ACC. In the event of catastrophic loss, permission is herewith granted to

rebuild in accordance with the original approved design, without the need for obtaining approval of the ACC.

b. **Attached Garage Required.** Each residence shall have attached to it, by common foundation, a vehicle garage having a minimum floor area of four hundred twenty (420) square feet. The exterior surfaces of this garage shall be consistent and harmonious with the exterior materials placed upon the dwelling.

c. **Detached Structures Permitted.** Detached buildings are permitted with the approval of the ACC and the City of Oak Creek. Sheds must substantially conform in appearance to the style of the home with regard to siding, colors, roof pitch, windows and doors. Sheds shall be no larger than one hundred fifty (150) square feet.

d. **Fencing.** Residential fences are permitted with limitations and upon the issuance of a building permit, in the side and rear yards of residential districts. If the fence is located in a side yard or a rear yard and is placed on the property line or within ten (10) feet of a property line, the fence shall not exceed a height of four (4) feet. If the fence is located in the rear yard and is further than ten (10) feet from the property line, the fence shall not exceed six (6) feet in height. All residential fences shall have a minimum opacity of sixty-six percent (66%). No fence shall be located closer than two (2) feet to any alley right-of-way line. Fence must be approved by the ACC prior to installation and must comply with the City of Oak Creek codes. No permanent fencing shall be installed in front yard with exception of landscape-type fencing such as ornamental and split-rail. Front yard fencing shall be two-sided corner fencing **only** – not to exceed a maximum of three (3) feet in height and twelve (12) feet in length with either corner direction.

e. **Signs.** Signs of any size or type are not permitted, except signs placed upon the Lot promoting the sale of the Lot or contractor's signs posted during the term of construction and then such permitted signs shall not exceed eight (8) square feet in size. **KAEREK BUILDERS, INC.** may, however, erect one or more temporary development signs that do not exceed thirty-two (32) square feet in area and meets all other City of Oak Creek requirements, until **KAEREK BUILDERS, INC.** no longer owns any Lots in the subdivision.

f. **Dwelling Design.** Each dwelling shall be designed by a professional home designer or architect experienced in home design. Approved exterior elevation designs shall consist of Traditional, Early American, Provincial, Williamsburg, Victorian or Colonial styles. Roof pitches are to be a minimum of 6/12 pitch or greater unless architecturally not feasible. All homes shall have attached garage with minimum of four hundred twenty (420) square feet. Garages and accessory buildings must conform in design to that of the dwelling. Garages must either be set flush or set back from home exterior or be side entry garage with appropriate window treatments on garage front or have individual eight (8) foot or nine (9) foot wide garage overhead doors in lieu of traditional sixteen feet (16') wide door. If garage does not conform to aforementioned, then front of home shall have a minimum of fifteen percent (15%) brick or stone on front building elevation.

g. **Minimum Building Living Area.** The Minimum floor area of each dwelling shall be no less than the following schedule, with all measurements being taken from the exterior walls.

One Story Dwelling	1,700 square feet
One and One-Half Story Dwelling	2,400 square feet total with 1,000 square feet on the first floor
Two Story Dwelling	2,400 square feet total with 1,000 square feet on the first floor
Tri-Level Dwelling	2,400 square feet total with 1,800 square feet on the two main living floors

Note: Other City of Oak Creek zoning restrictions may apply.

h. **Bathrooms.** Each dwelling shall contain a minimum of two (2) baths.

i. **Exterior Building Materials.** The exterior building materials of each home must consist of natural materials (brick, stone, wood), wood grain aluminum, or vinyl siding. Roof shingles shall be dimensional design asphalt or wood cedar shake. Use of other materials is subject to approval of the ACC.

j. **Minimum Building Setback.** The minimum front setback of any dwelling or structure shall be thirty (30) feet. The minimum side yard setback shall be ten (10) feet on each side except for those Lots that have frontage on two (2) public streets, in which case the thirty (30) foot setback is required from each street. Each dwelling shall have a minimum rear yard of thirty (30) feet. Exceptions to setbacks will require approval from the City of Oak Creek and the ACC.

k. **Utilities.** Electric, telephone and cable television services shall be provided to each home by the installation of underground lines.

l. **Outside Storage/Antennae/Window Air Conditioners.**

- Outside storage of boats, recreational vehicles or other vehicles or equipment, requires a hard surface area of similar construction as the driveway. This area may not be located any nearer to the front lot line then the front edge of the garage. Stored vehicles or boats must be in good working condition. No outside storage is permitted of any non-working boat or vehicle. Said boats or vehicles must be stored in a manner that does not create an eyesore.
- No exterior antennae are permitted except satellite dishes no greater than eighteen inches (18") in diameter. Satellite dishes must be located on the house in an area approved by the ACC, but not on the front facade of the house.
- No window air conditioning units of any type are permitted.

m. **Nuisances.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on or to a Lot which is or may become a nuisance or annoyance to the neighborhood. Trash, garbage and other waste shall be kept in sanitary containers that shall be stored in the attached garage.

n. **Occupancy.** No dwelling may be occupied until it has been completed in accordance with the approved plans and specifications and until an occupancy permit has been granted by the City of Oak Creek.

4. ANIMALS, LIVESTOCK, POULTRY. No animals, livestock or poultry shall be raised, bred or kept on any Lot, except that no more than two (2) dogs, two (2) cats, or other customary household pets may be kept, but not for any commercial purpose. Any outdoor animal kennels must be approved by ACC as to location, size and design, and must meet City of Oak Creek requirements.

5. OWNERS ASSOCIATION.

a. **Owners Association to be Created.** **KAEREK BUILDERS, INC.** shall create a non-profit corporation to be known as the **JENNA PRAIRIE ESTATES ADDITION No. 1 OWNERS ASSOCIATION, INC.,** hereinafter referred to as the "Association".

b. **Purpose.**

- To own and maintain common owned lands, together with any other amenity that may be provided by **KAEREK BUILDERS, INC.** or the Association, and that may exist from time to time;
- To assess the prorated share of the cost of maintenance and other expenses incurred from operation of the Association, upon the individual Lot owners, and to collect such assessments, and;
- To act as the ACC upon termination of **KAEREK BUILDERS, INC.** involvement in the subdivision.

c. **Membership.** Each Lot owner, whether numbering one (1) or more shall be a member of the Association, but each Lot shall represent one (1) vote only in the affairs of the Association, regardless of the number of owners of a Lot. Person(s) owning more than one (1) Lot shall have one (1) vote for each Lot owned.

d. **Directors and Officers of the Association.** An initial Board of Directors of three (3) members will be appointed by **KAEREK BUILDERS, INC.** The Board of Directors shall name the Association officers. **KAEREK BUILDERS, INC.** shall establish this Board prior to the sale of twelve (12) Lots in the Subdivision. Until the sale of the final Lot, the initial term of the Members of this Board will be at the discretion of **KAEREK BUILDERS, INC.**, its successors or assigns. At the first annual meeting after the sale of the final **KAEREK BUILDERS, INC.** owned Lot, the Association shall hold elections for the Board of Directors.

e. **Annual and Special Meetings.** An annual meeting at a date, time and location to be determined by the Board of Directors must be held each year. The purpose of the meeting will cover various issues including, but not limited to, the annual budget, subdivision improvements, future election of Directors and other business deemed

necessary by the Board. The initial meeting shall be held within sixty (60) days of the **KAEREK BUILDERS, INC.** establishing the Board. Special meetings may be called by the Board of Directors, acting on their own, shall be called upon petition of twenty percent (20%) of the Lot owners following provision of a notice thereof at least forty-eight (48) hours prior to convention.

f. **Operating Budget and General Annual Assessment.**

- Commencing with calendar year 2007 and for each subsequent year after, the Association shall prepare an operating budget covering the period January 1st through December 31st of each year. The adopted budget is to be posted in a conspicuous area within the development (or, at the option of the Association, delivered to each Lot owner).
- In accordance with the financial needs of the Association, all of the Lots shall be subject to a general annual assessment, determined solely by the Association, for the purpose of deferring the costs and expenses of the Association and carrying out its stated purposes and functions. Such costs shall include, but not be limited to, payment of outlot real estate taxes, maintenance, repair, replacement and additions to the common improvements and areas, and the cost of labor, equipment, materials, management and supervision thereof.
- The amount of the general annual assessment for each calendar year shall be determined during the month of December of the previous calendar year, and shall be sufficient to raise an amount which, in the judgment of the Association's members represented at the Association's annual membership meeting, may be required for the ensuing calendar year. Such assessments shall be paid by each Lot Owner to the Association in a lump sum, on or before the first day of March of each year.

g. **Special Assessments.** A special assessment may be levied on each Lot by the Association for the purpose of any unexpected repair or replacement of improvements if consented to by a majority of the members of the Association present at a membership meeting called for that purpose.

h. **Delinquent Assessments.** If any assessment, general or special, is not paid on the date when due, then the assessment shall become delinquent, and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, become a continuing lien on the assessed property which shall bind such property in the hands of the then owner, his or her heirs, representatives, successors and assigns. Such assessment shall also be a personal obligation for the statutory period. If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law, filing of a mechanic's lien or lien in equity against the owner personally obligated to pay the same or foreclose the lien against the property, and there shall be added to the amount of such assessment the entire cost of collection, including reasonable attorney's fees.

i. **Certificates.** The Association shall, upon request, furnish to any Lot owner a certificate in writing signed by an officer of the Association setting forth whether the assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all such assessments therein stated to have been paid. The

Association may impose a reasonable charge for each such certificate requested and issued.

j. **Duties and Authority.** The administration of these restrictions, subject to the provisions of Paragraph 5, as well as the authority to run the day-to-day operations of the Association, is vested in the Board of Directors.

6. ARCHITECTURAL CONTROL COMMITTEE (ACC). KAEREK BUILDERS, INC. will initially form an Architectural Control Committee consisting of three (3) persons appointed by **KAEREK BUILDERS, INC.** hereinafter referred to as "ACC".

a. **Procedures.** The ACC's consent, approval or disapproval as provided herein shall be in writing. In the event the ACC fails to act on any matter presented to it within sixty (60) days after application (application meaning the submittal of a written request plus copies of building plans, specifications, surveys, etc.), approval will be deemed to have been obtained insofar as required in Paragraph 3 only. No other provisions of these restrictions requiring the consent, decision or action of the ACC shall be affected by the non-action of the ACC.

b. **Responsibility and Purpose.** In order to obtain and maintain harmony in appearance, and for the protection of the owners of the Lots, certain site improvements are subject to written approval by the ACC. These include, but are not limited to, buildings or structures of any type, fencing, unusual or unsightly landscaping and modification or other change to approved drainage patterns (NOTE: changes which will alter drainage patterns will be in violation of the site grading plan and/or recorded drainage easements and will require the approval of the City of Oak Creek Engineering Department). The ACC shall have the right to reject any such addition or alteration to any Lot, which in its conclusive judgment, is not in conformity with these or future restrictions or is not desirable for aesthetic or other detrimental reasons. In passing judgment upon such plans and specifications, the ACC may take into consideration, among other things, the suitability of the proposed modifications, the exterior color schemes to be used for any building or structure, the general design and materials to be used and the compatibility of the modification with surroundings Lots.

c. **Right To Waive Non-Compliance.** The ACC shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship, provided the City of Oak Creek building codes and/or Developer's Agreement are not violated. The ACC shall have the sole discretion to determine which of the minimum dwelling size requirements apply to a particular proposed dwelling and whether the same has been met.

d. **KAEREK BUILDERS, INC. Control of ACC.** So long as **KAEREK BUILDERS, INC.**, its successors or assigns, shall own any Lot in Jenna Prairie Estates Addition No. 1, the authority and functions of the ACC shall be vested in and exercised solely by **KAEREK BUILDERS, INC.** acting through its Board of Directors or its successors or assigns acting through the Board of Directors. When **KAEREK BUILDERS, INC.**, its successors or assigns has transferred ownership in all the Lots, the ACC shall

then automatically transfer to the members of the Board of Directors elected under the provisions of Paragraph 5.d. above.

e. **Landscaping and Grading Requirements.**

- **Landscaping and Erosion Control.** Final grading to the requirements of the subdivision's master grading plan and establishment of a finished lawn must be completed within ninety (90) days of completion of the residence occurring between April 1st and August 1st OR by June 1st for completion between August 2nd and March 30th. During the time between gaining occupancy (completion) and establishment of the finish lawn, the Homeowner is responsible for installing and/or maintaining erosion controls for their Lot. All other landscaping must be completed within one (1) year of completion of the residence. Landscaping by definition includes (a) a hard surfaced drive (asphalt, concrete, paver brick) and pedestrian access; (b) planting two (2) street trees of at least two inches (2") caliper upon each Lot; (c) grass cover established over the balance of the Lot; Thereafter, each Lot owner is responsible for the upkeep and continuous maintenance of all landscaping under the owners control. Note: It is the responsibility of each lot owner to install grass on city right-of-way areas within the same timetable as the on-Lot lawn.
- **Tree Planting Requirements.** Size and type of species of two (2) street trees shall be specified by the City of Oak Creek and planted within one (1) year of occupancy date. Area of planting shall be directed by the City of Oak Creek.
- **Uniform Mailbox Required.** In order to maintain continuity within the subdivision, **mail/newspaper box and post must be purchased at Lot closing from Developer for a cost of $500.00.** The Developer will install the mail/newspaper box and post in a location selected by the Developer and approved by the U.S. Postal Service and the City of Oak Creek. Repairs or maintenance of the box and post is the responsibility of the respective Lot Owners.
- **No filling of stormwater facilities allowed.** As part of the grading and landscaping of each Lot in the subdivision, no part of the outlot or Stormwater detention areas that are delineated on the recorded plat or grading plan shall be filled or altered in any way without the approval of all necessary governing bodies including the City of Oak Creek.
- **Improvements may require permits.** Other site improvements of any type that are placed upon or maintained within the public street right-of-way (walks, drives, etc.) require a permit from the City of Oak Creek and/or the State of Wisconsin as may be applicable, which shall be obtained before work is commenced.

7. STREET MAINTENANCE AND EROSION CONTROL BOND.

a. **Deposit.** Upon approval of dwelling construction plans by the ACC, each Lot owner will be required to place in escrow with **KAEREK BUILDERS, INC.** the sum of five hundred dollars ($500.00) to guarantee sidewalks (if broken) and Lot owner completion of finish landscape, driveway, and two (2) tree plantings within one (1) year of occupancy. It is the responsibility of the Lot owner to ensure that his agents or contractors maintain, at all times, streets within the subdivision clear of any type of material or debris, especially during landscape operations. Also, it is the responsibility of the Lot owner to ensure that his agents or contractors maintain, at

all times, the erosion controls in place on the Lot and/or install new erosion controls to meet the intent of the erosion control plan. Failure of the Lot owner to regulate his agents or contractors in this regard will cause **KAEREK BUILDERS, INC.** to proceed to clear and clean the street and/or install appropriate erosion controls as required and to charge the Street Maintenance and Erosion Control Bond account deposited by each Lot owner in accordance with this paragraph. Once Lot owner meets finish landscape and driveway requirements, the Street Maintenance and Erosion Control Bond will be refunded in full unless a portion of the bond was retained to replace sidewalks, tree plantings, erosion control fencing or landscape operation clean-up by **KAEREK BUILDERS, INC.**

b. **Excess Costs.** In the event **KAEREK BUILDERS, INC.** is required to perform street cleaning operations in which the costs exceed the Lot owner's deposited amount under this Section 7, **KAEREK BUILDERS, INC.** will assess the respective Lot owner for the additional amount due and failure of the Lot owner to pay **KAEREK BUILDERS, INC.** for any such additional charge within ten (10) days of being billed, will give to **KAEREK BUILDERS, INC.** the right to file and foreclose a mechanic's lien upon the owner's Lot. **KAEREK BUILDERS, INC.** charges for performing under this section will include the actual amount of costs incurred plus a management fee equal to twenty-five percent (25%) of the actual cost. Upon issuance of an occupancy permit, all Street Maintenance escrow funds placed with **KAEREK BUILDERS, INC.**, less any funds disbursed, shall be returned to the Lot owner without any interest.

c. **Use of Deposited Funds.** Each Lot owner's deposit under this paragraph is for the sole and exclusive use of each respective Lot owner and deposited funds are not to be used to offset the costs created by acts of other Lot owners, except in the instance where the violator of these requirements cannot be readily determined; then all Lot owners having funds on deposit shall be charged equally.

8. SUBDIVISION UTILITY, DRAINAGE EASEMENTS. **KAEREK BUILDERS, INC.** reserves to itself the right to record utility and drainage easements and to implement improvements in these easements as necessary to properly provide service to all Lots in Jenna Prairie Estates Addition No. 1. These improvements may include but are not limited to: drainage improvements to alleviate drainage problems, addition of pipes for drainage, addition of cable utilities to extend to future phases of development.

9. POSSIBLE FUTURE EASEMENTS. Seller reserves the right for a period of three (3) years after closing hereof to grant easements to WE Energies and AT&T for utility purposes over, upon, under or across all lots in this Subdivision whether owned by the Developer or third parties. Such easements shall, so far as reasonably possible, be confined to areas within twenty (20) feet of all lot lines and be granted standard utility forms. Seller reserves the right for a period of three (3) years after closing to create side lot line or rear lot line swales for drainage purposes. Such swales shall, so far as reasonably possible, be confined to an area within twenty (20) feet of all lot lines and may involve tree removal and grading within such areas.

10. AMENDMENT.

a. **KAEREK BUILDERS, INC. Amendment Rights.** Any of the herein restrictions, covenants or other provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by a written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification or amendment, as executed solely by **KAEREK BUILDERS, INC.** or its successors or assigns, until such time as **KAEREK BUILDERS, INC.,** or its successors or assigns, shall no longer own any Lot in subdivision or additions. These rights are subordinate to the provisions of the Developer's Agreement with the City.

b. **Homeowner Amendment Rights.** When **KAEREK BUILDERS, INC.,** or its successors or assigns, no longer retain interest in the property, the owners of at least seventy-five percent (75%) of the Lots may amend the herein restrictions and covenants as allowed in Section 9.a. above.

c. **Effective Date.** The effective date of any such annulment, waiver, change or modification of amendment shall be as of the date of recording of such Declaration at the offices of the Milwaukee County Register of Deeds.

11. GENERAL PROVISIONS.

a. **Initial Term and Extensions.** The restrictions and covenants herein contained shall be deemed to be running with the land and shall be binding upon all persons, parties and entities having an interest in the land affected thereby, or claiming such rights for a period of twenty-five (25) years from the date hereof, at which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless, prior to the end of the initial (or any successive) period, an instrument signed by the owners of at least seventy-five percent (75%) of the Lots has been duly recorded terminating or amending this Declaration in whole or in part.

b. **Period For Protesting Violations.** Any violation of these restrictions which shall exist for a period of one (1) year or more without protest thereof being received by the owner of the Lot containing such violation, shall not be considered a violation thereafter and any Lot owner or other party shall be forever barred from proceeding under the provisions of this Declaration.

c. **Enforcement of Declaration: No Reversion of Title.**

- 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 sixty (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.

- 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.

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

d. Invalidation. Invalidation of any of the restrictions or covenants herein contained, or any part thereof, by any judgment or court order shall not affect any of the other provisions herein contained, which shall remain in full force and effect.

e. Governing Law. The Laws of the State of Wisconsin shall be interpreted as to any dispute arising under this document.

f. ACC Approval. Prior to any permit submittal to the City of Oak Creek, said applicant shall first obtain approval of the ACC as outlined elsewhere in these covenants.

This Declaration shall be binding upon, and inure to the benefit of **KAEREK BUILDERS, INC.**, its successors and assigns, and all persons, parties or entities who may hereafter become owners of any Lot, and their legal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, KAEREK BUILDERS, INC. has caused these presents to be signed by Michael J. Kaerek, its President, at West Allis, Milwaukee County, Wisconsin this 24 day of JULY, 2006

KAEREK BUILDERS, INC.

Michael J. Kaerek
President

STATE OF WISCONSIN)
)ss.
COUNTY OF MILWAUKEE)

Personally came before me this 24 day of JULY, 2006, Michael J. Kaerek, President of **KAEREK BUILDERS, INC.**, to me known to be the person who executed the foregoing instrument, and to me known to be such President of **KAEREK BUILDERS, INC.**, and it is acknowledged that he executed the foregoing instrument as such member of said **KAEREK BUILDERS, INC.** by its authority.

Shirley A. Hill - Notary Public
Milwaukee County, Wisconsin
My Commission Expires 2-17-08.

SHIRLEY A. HILL NOTARY PUBLIC STATE OF WISCONSIN

Return to:
KAEREK BUILDERS, INC.
11600 W. Lincoln Avenue
West Allis, Wisconsin 53227

This instrument was drafted by: Michael P. Doble, P.E.
LandCraft Survey and Engineering, Inc.
2077 South 116th Street
West Allis, WI 53227
414-604-0674