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REGISTER OF DEEDS

**DECLARATIONS OF PROTECTIVE COVENANTS,
CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR PLAT OF KARRINGTON
WOODS NEW BERLIN, WISCONSIN**

THIS DECLARATION made this 15th day of October,
1997 by Karrington Woods LLC, a Wisconsin Limited
Liability Corporation (hereinafter called the "Declarant").

WITNESSETH:

Return to:
James B. Young, Esq.
Young & Madigan, S.C.
710 N. Plankinton Ave., Ste. 1200
Milwaukee, WI 53203

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WHEREAS, Declarant is the owner of the real
property described in Article I of this Declaration, and
desires to subject said real property to the conditions,
covenants, restrictions, reservations and easements
hereinafter set forth (sometimes hereinafter collectively
referred to as "Covenants"), all of which is binding upon the real property described and each owner thereof
and every other party having any interest therein, and such covenants shall inure to the benefit of and pass
with said real property.

PIN #:

NOW THEREFORE, Declarant hereby declares that the real property described in and referred to
in Article I hereof is, and shall be, held, transferred, sold, conveyed, used, and occupied subject to these
Covenants.

**ARTICLE I
PROPERTY SUBJECT TO AND BENEFITING FROM THIS DECLARATION**

The real property described on Exhibit A attached hereto and incorporated herein (hereinafter referred to as "Karrington Woods") shall be, held, transferred, sold, conveyed, used and occupied subject to these Covenants.

**ARTICLE II
GENERAL PURPOSE OF THIS DECLARATION**

The Declarant desires to develop Karrington Woods as a single-family residential subdivision. As provided herein, the Declarant desires and intends to establish a general plan to ensure adequate and reasonable development of Karrington Woods for the use and enjoyment of property owners; to encourage the construction of attractive improvements in appropriate locations; to secure and maintain proper setbacks from streets and adequate free spaces between structures; to manage, repair and replace the entry treatments; and in general to provide adequately for a type and quality of improvements in Karrington Woods which will mutually benefit all present and future Owners of lots in the subdivision.

**ARTICLE III
GENERAL RESTRICTIONS**

SECTION 1. LAND USE AND BUILDING TYPE. Each Lot shall be restricted to allow the erection of only one single-family residence (hereinafter referred to as "Residence") and an attached garage which shall be of sufficient size to accommodate a minimum of two cars. Such residence shall be limited to one-story; story and one-half, two story, tri-level or split level residences. All residences shall be erected in such a manner and location as approved by the Architectural Review Committee restrictions imposed by the Covenants and the City of New Berlin, Wisconsin, zoning ordinances and building codes.

SECTION 2. DWELLING SIZE. The following minimum sizes for a Residence in Karrington Woods shall be based solely on living area within the Residence. For the purpose of computing the square footage of living area within a Residence, the basement level or garage area of a Residence shall not be included in the square footage. All Residences in Karrington Woods shall have the following minimum living areas:

- a. A single story Residence shall have a minimum of 1800 square feet of living area.
- b. A story and one-half Residence shall have a minimum of 2200 square feet of living area, with a minimum of 1200 square feet of living area on the first floor of the Residence.
- c. A two story Residence shall have a combined minimum of 2200 square feet of living area on the first and second floors of the Residence.
- d. A split level Residence shall have a combined minimum of 2200 square feet of living area on the first and second floors of the Residence.
- e. A tri-level Residence shall have a combined minimum of 2200 square feet of living area on the three floors of the Residence.

SECTION 3. RESIDENCE QUALITY. Exterior design of each residence, attached garage and detached structures shall conform to the following guidelines. Deviation from or alternates to these guidelines must be approved in writing by the Architectural Review Committee.

- a. All roof pitches shall have a minimum slope of six feet in height for each twelve feet in length.
- b. All exposed roofing materials to be either wood shakes, wood shingles, or dimensional "shake like" fiberglass shingles.
- c. Siding materials shall consist of brick veneer, stone, wood or other natural materials. Vinyl siding and simulated stone are acceptable provided they are of high quality, provide "natural" texturing and coloration, and are approved by the Architectural Review Committee.
- d. Windows, doors, patio doors, and garage doors, of wood, vinyl or masonite or clad with vinyl or aluminum are acceptable.
- e. All exterior colors must be noted on the plans with their corresponding manufacturer's identification number color and approved by the Architectural Review Committee.

Any residence and attached garage to be constructed on a lot shall be completed within one (1) year from the date of the start of any excavation.

SECTION 4. RESIDENCE LOCATION/SETBACKS.

- The minimum setback for a Residence from any abutting street right-of-way shall be 50 feet.
- The minimum setback from each side of all residences shall be 15 feet from the lot line.
- The minimum rear setback for a Residence shall be 50 feet from the rear lot line.

SECTION 5. ARCHITECTURAL REVIEW. In order to maintain the integrity and aesthetics of Karrington Woods, all building plans for any Residence or other permitted improvement, including, but not limited to, the exterior design and color of each building to be constructed, and all yard grades and stake surveys showing erosion control measures shall be submitted to the Declarant and the Declarant shall approve the same in writing prior to an Owner (or its agents or contractors) submitting an application for a building permit. In addition, landscape plans and basic site features such as fences, decks, in ground swimming pools, additions and other temporary or permanent structures or elements contributing significantly to the total environmental and aesthetic effect of Karrington Woods are subject to the prior written approval of the Declarant. The Declarant's approval of building design, square footage, building location, and any other restriction influencing the integrity and aesthetics of Karrington Woods shall be based upon the building and use restrictions contained in this Declaration and such guidelines that may be adopted from time-to-time by the Declarant, at Declarant's reasonable discretion. The Declarant shall have the right to withhold exterior design, exterior material, and square footage requirements approval if the design and square footage requirements are too similar in appearance or do not aesthetically conform with the other buildings in close proximity, it being the intent of the Declarant to maintain diversity in appearance and design in Karrington Woods.

Prior to application for a building permit, each lot owner shall submit the following documents to the Karrington Woods Architectural Review Committee at 710 N. Plankinton Avenue, Milwaukee, Wisconsin, 53203 to the attention of Beth M. Rummel:

1. Three sets of drawings of the proposed residence showing at a minimum, floor plans, elevations of all views of the residence, exterior finishes, exterior colors, roofing type, landscaping, driveway location and size, exact location of the residence on the lot and any accessory buildings or amenities and;
2. Three sets of the proposed grading and landscaping plans for the lot;
3. A site plan showing the location of the home, driveways, accessory buildings, and any other improvements to be made on the lot to scale with dimensions and setback distances shown.
4. Three sets of architectural specifications for the above;
5. The address for mailing the determination of the Architectural Review Committee.

All submittals shall contain sufficient detail as may be required by the Architectural Review Committee. The Architectural Review Committee shall review the plans submitted within thirty (30) days and render its written approval or rejections.

SECTION 6. GARAGES. All garages shall be attached to the Residence, directly or by breezeway, and all garages shall be constructed at the same time the Residence is constructed. Although garage entrances shall be permitted toward the front of a Residence, Owners are encouraged to construct garage entrances on the side of the Residence.

SECTION 7. DRIVEWAYS. All driveways shall have a base of compacted gravel, crushed stone, or other approved base material and shall be surfaced with either asphalt, concrete or brick within one year of the date of issuance of the Certificate of Occupancy for the Residence.

SECTION 8. LANDSCAPING/FENCING. All Lots shall be graded immediately upon completion of construction of a Residence and the grade shall thereafter be maintained to comply with the comprehensive grading plan for Karrington Woods approved by the City of New Berlin. Strict compliance with such grading plan shall be enforced so as to prevent the discharge or redirection of storm water onto any adjacent Lots.

Any excess soil resulting from excavations, grading or landscaping shall be transported off site at the Lot buyer's expense, not to be disposed of in other places in the Subdivision. Failure to comply with this paragraph shall render Lot Owners liable for damages equal to the cost of disposing said fill.

Lots must be landscaped and seeded or sodded within one year after issuance of the Certificate of Occupancy for the residence. Landscaping shall include the area between the front lot line and the edge of the street pavement.

Within one (1) year after issuance of the Certificate of Occupancy permit, the Lot Owner shall plant on its respective lot at least two (2) trees, with a minimum trunk diameter of to 2½ inches at a point four (4) feet above the root system.

Plans showing exact locations and construction details of fences, walls, hedges or mass screening plantings shall be submitted to the Declarant/Association and be approved before they may be constructed or planted. No fences erected on any Lot shall be higher than four (4) feet from the graded surface of the ground on which said fence is erected. Chain link fences are not permitted.

SECTION 9. LIGHTING. At the time of construction of a Residence, the Owner of that Residence shall install, at the Owner's expense, one (1) outdoor electric lamppost (the design and quality of which shall be specified by the Declarant), at a location on the Lot deemed appropriate in the Declarant's discretion. The lamppost shall be maintained by the Owner, at its cost, in a proper operating manner. If the

Owner fails to maintain the lamppost in proper operating order, maintenance of the lamppost may, after fifteen (15) days written notice to the Owner, be performed by the Declarant or Association and the cost of such maintenance shall be a Special Assessment against Owner, payable according to the terms and conditions contained in Article V, Section 8 hereof.

SECTION 10. EASEMENTS. Declarant reserves all easements for installation and maintenance of utilities and drainage facilities as shown on the recorded plat for the Subdivision or created by recorded easement agreements. No permanent structure shall be placed within the easement areas which may damage or interfere with the installation and maintenance of the utilities. The easement area of each lot shall be maintained continuously by the owner of the Lot.

Declarant and/or Association or its authorized agents or subcontractors are granted a perpetual right to construct, maintain, and replace within the Subdivision the entry treatments at their respective locations, and is granted reasonable access for the purpose of maintenance of the same.

SECTION 11. ACCESSORY BUILDINGS. Each lot shall be permitted to erect one accessory building or structure provided that design and construction materials are compatible and equal to the design and materials used for the primary residence.

No accessory building or structure shall be located closer than ten (10) feet to an internal Lot line and shall not exceed 120 square feet in area or 15 feet in height.

All accessory structures are subject to the approval of the Architectural Review Committee prior to construction.

SECTION 12. GENERAL PROHIBITIONS. The following constitute general restrictions on lots in Karrington Woods.

Vehicle Storage. There shall be no outside storage of cars, motorcycles, snowmobiles, jet skis, boats, trailers, buses, trucks or campers, or any other vehicles or items deemed to be unsightly by the Declarant. The outside storage or parking of commercial vehicles is expressly prohibited, and any commercial vehicle must be housed in the garage.

Satellite Dishes. There shall be no satellite dish antennas having a diameter in excess of twenty-four (24) inches. No antenna or permitted satellite shall be visible from any roadway or neighboring Lot.

Storage. No Lot shall be used in whole or in part for the storage of rubbish or building materials (other than during the construction of a Residence or other permitted improvement) of any character

whatsoever, nor shall any Lot be used for the storage of any property, item or material that shall cause such Lot to appear in an unclean or untidy condition or that will be obnoxious or offensive to the eye in the opinion of the Declarant.

Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

Pets. No exterior detached dog kennel or pet house detached from the main structure shall be constructed or maintained on any Lot unless fully secured from any neighboring properties. No Lot Owner shall keep any pet or pets which create a nuisance. The maximum number of household pets shall be in accordance with the City of New Berlin ordinances covering such pets. All farm animals, poultry, horses, etc., and all animals kept for commercial purposes shall be prohibited under any circumstances.

Refuse. Trash, garbage, refuse, debris or other waste kept on any Lot in preparation for removal from such Lot shall be kept in sanitary covered containers, which are stored out of sight of the street and adjacent property. No burning of refuse shall be permitted.

Vision Corners. No structure of any kind shall be permitted within a "vision corner" (as shown on the plat of Karrington Woods, which exceeds two (2) feet above the elevation of the intersection, except for necessary highway and traffic signs, public utility lines and open fences through which there is clear vision. No vegetation or other plant material shall be permitted which obscures safe vision of the approaches to any intersection in Karrington Woods.

SECTION 13. PROHIBITIONS SPECIFIC TO KARRINGTON WOODS. The following constitute specific restrictions on individual Lots in Karrington Woods, and nothing contained in this Declaration shall in any manner invalidate the effect of the general restrictions contained in this Declaration.

Emergency Access. There shall be no vehicular ingress or egress onto or from College Avenue from Outlot 1, as shown on the Plat of Karrington Woods, it being expressly intended for use as an emergency access by emergency vehicles only.

Lots requiring Specific Residence Design. Lots 10, 11, 36, 37, 38 and 39 require an exposed rear yard residence design.

Lots 4, 5, 6, 14, 15, 16, 17, 35 and 40 require a partial exposed rear yard residence design.

Lots 16 and 81 may require a unique building orientation due to proximity to wetland areas.

Lots 37 and 38 may require a minimum 45 foot deep house due to steep slopes.

Wetlands Preservation. The portions of Lots 66, 67, 81, 182, 86, 87 and 15, 16, 17, 18, 19, 21, 22, 23, 24 and 25 which are indicated as preserved wetland areas on the Plat of Karrington Woods shall be

preserved as wetlands and development of such Lots shall be strictly limited to those areas outside the preserved wetland boundaries. Unless otherwise approved by the City of New Berlin and other jurisdictional governmental agencies, all of the area included in the preserved wetland boundary shall remain and be retained in its natural, undisturbed state and shall be subject to C-2 Shoreland Wetland District of the City of New Berlin Municipal Code and the following restrictions:

1. Grading and filling shall be prohibited unless specifically authorized by the city of New Berlin, and if applicable, the Wisconsin Department of Natural Resources and the U.S. Army Corps of Engineers.
2. The removal of topsoil or other earthen materials shall be prohibited.
3. The removal or destruction of any vegetative cover, ie. trees, shrubs, grasses, etc., shall be prohibited with the exception of dead, diseased or dying vegetation at the discretion of the landowner, or silviculture thinning upon the recommendation of a forester or naturalist and the City of New Berlin.
4. The introduction of plant material not indigenous to the existing environment of the Wetland Preservation Area shall be prohibited.
5. Ponds may be permitted subject to the approval of the City of New Berlin, and if applicable, the Wisconsin DNR and or the U.S. Army Corps of Engineers.
6. Construction of buildings are prohibited.
7. All buildings are to stay a minimum of 10ft. from the Wetland Preservation Area.

Conservancy. Portions of Lots 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 are heavily wooded and contain isolated natural areas. In an effort to protect the natural resources and beauty of the area they have been zoned C-1 Conservancy District by the City of New Berlin.

Disturbance of these areas is discouraged and is only permitted subject to approval by the City of New Berlin and in compliance with the City of New Berlin zoning ordinances.

Future Roads. Certain roads in Karrington Woods terminate at the current boundaries of the subdivision. Owners are hereby put on notice that said road will be connected with or extended to other roads in lands owned by others if such extension or connection is approved by the City of New Berlin, Waukesha County or other public entities having jurisdiction.

Homes constructed on Lots 75 and 85 in Phase I must initially gain driveway access direct from the cul-de-sac roads adjacent to each respective lot.

ARTICLE IV.
ARCHITECTURAL REVIEW COMMITTEE

SECTION 1. CREATION. The Architectural Review Committee shall initially consist of three persons: Dennis Stapleton, Beth Rummel and James Borris.

In the event of the death or resignation of any member of the Architectural Review Committee, Declarant shall have the right to designate a successor so long as Declarant shall own real estate within the Subdivision. It is the expressed intent of Declarant that it shall appoint all of the members of the Architectural Review Committee until its ownership of real estate in the Subdivision is fully relinquished. After Declarant's ownership has been fully relinquished, all members of the Architectural Review Committee shall immediately resign and an election shall be had by the Association to nominate and elect three new members of the Architectural Review Committee. Each Lot in the Subdivision shall have one vote per member which right shall be cumulative. A simple majority of votes cast shall elect each member of the Architectural Review Committee. Declarant shall have the further right to increase the membership of and to fix rules of procedure for the Architectural Review Committee.

SECTION 2. PROCEDURE. Each Lot Owner shall file all plans, specifications, and other materials for the approval of the improvements of any Lot with the office of the Declarant, for referral to the Architectural Review Committee.

A response in writing setting forth the decisions of the Architectural Review Committee and reasons thereof shall thereafter be transmitted to the applicant by the Architectural Review Committee within 30 days after the date of filing the plans, specifications, and other materials by the applicant. The Architectural Review Committee will aid and collaborate with prospective builders and architects and make suggestions from preliminary sketches. Builders and/or Lot owners are encouraged to submit preliminary sketches for informal comment prior to the submittal of architectural drawings and specifications for approval.

In the event the Architectural Review Committee fails to approve or disapprove in writing the proposed improvements within sixty (60) days after submission of the final plans, specifications and other material, as required in this Declaration, approval shall not be required.

ARTICLE V.

KARRINGTON WOODS HOMEOWNERS ASSOCIATION

SECTION 1. CREATION AND PURPOSES. The Karrington Woods Homeowners Association (hereinafter referred to as the "Association") is hereby created and shall be an unincorporated association of the Lot owners in Karrington Woods, for the purpose of:

1. Maintaining and promoting the desired character of the subdivision.
2. Managing, maintaining and controlling Outlot 1 during its existence which is a temporary emergency access. This access will be vacated and ownership conveyed to adjoining property owner at such time an alternate secondary access to Karrington Woods exists.
3. Managing, maintaining and controlling entry treatment on College Avenue or future entry treatments placed at any other future entry locations of Karrington Woods.

SECTION 2. INITIAL COMMITTEE/TERM The Association shall be governed by a three member Committee, hereinafter referred to as the "Committee", which shall be solely responsible for the activities of the Association.

The initial members of the Committee have been appointed by the Declarant and shall be Beth M. Rummel, Kevin Mantz and James Borris.

The term of office of the initial members of the Committee shall commence upon the date of recording of this Declaration and shall continue until 23 lots in Karrington Woods have been sold. During such initial term, Declarant shall have the right to appoint, remove or replace all members of the Committee initially appointed by Declarant. Within three months of the date 23 lots (25%) are sold, one member of the Committee shall be relinquished by Declarant and filled by an owner residing in Karrington Woods elected by the Association.

Within three months of the date 86 lots (95%) in Karrington Woods have been sold, the two remaining members of the Committee appointed by Declarant shall be replaced with members elected by the Association.

Declarant may relinquish or reassert all or any part of the rights provided to the Committee or the Association at any time prior to the time Declarant owns less than 95% of the lots in Karrington Woods.

SECTION 3. COMMITTEE MEMBERS TERM. After the initial term as provided in Article V, Section 2 above, the terms of office of Committee members shall be for two (2) calendar years. If any Committee member shall die, resign, be unable to act or cease to be qualified as a member, the unexpired term of such member shall be filled by special election of the Association.

SECTION 4. MEMBERSHIP AND VOTING. Declarant and every record owner of a lot in the Subdivision shall be a member of the Association. Each such member shall be entitled to one vote for each lot owned whether lot is owned singularly or collectively.

SECTION 5. MEETINGS. All Committee meetings shall be open to all Owners, and shall be held upon not less than three (3) days prior written notice to all of the Owners. The presence of two (2) committee members shall constitute a quorum. Actions of the Committee shall be taken by majority vote. The Committee shall call a meeting of all the Owners of the Association no less than one (1) time per calendar year.

SECTION 6. COMMITTEE DUTIES. The Committee shall have the following duties:

- a. To provide for the maintenance of the entry treatments;
- b. To establish dates and procedures for the election of Committee members;
- c. To promulgate operation procedures for the conduct of the Association's and the Committee's affairs;
- d. To enforce the terms, conditions and restrictions contained in this Declaration and;
- e. Establishing and maintaining an Architectural Review Committee subsequent to the initial Architectural Review Committee established and controlled by the Declarant as hereinafter defined. Such Architectural Review Committee shall consist of three (3) persons appointed by the Board. No Owner of a vacant Lot (except for the Declarant) shall have the right to serve on the Architectural Review Committee. Upon the delegation of the Declarant's authority under this Declaration, the Architectural Review Board shall have all of the rights and obligations of the Declarant.

SECTION 7. COMMITTEE POWERS. The Committee shall have the following powers:

- a. To take such action as may be necessary to cause the entry treatments and Common Areas to be maintained, repaired, landscaped (where appropriate) and kept in good, clean and attractive condition;
- b. To enter into contracts and to employ agents, attorneys or others for purposes of discharging its duties and responsibilities hereunder;
- c. To levy and collect assessments in accordance with the provisions of Article

- V, Section 8, below and;
- d. To take any other action which is incidental to or necessary for the Committee to perform its duties and discharge its obligations under this Declaration.

SECTION 8. ASSESSMENTS. The Committee shall levy and collect assessments in accordance with the following:

- a. The Owner of each Lot shall be subject to a general annual charge or assessment ("General Assessment") equal to its pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties and discharging its obligations hereunder. The pro rata share of an Owner of a Lot shall be a fraction, the numerator of which shall be one and the denominator of which shall be 90. Said costs shall include, but not be limited to: taxes; insurance; repair; plantings; replacements and additions to the improvements made to the Common Areas; equipment; materials, labor, management and supervision thereof; and all costs for the Association reasonably incurred in conducting its affairs and enforcing the terms, conditions and restrictions contained in this Declaration. The Committee shall also have the power to levy a special assessment ("Special Assessment") against any individual Lot Owner for the failure of such Lot Owner to: maintain said Owner's Lot in accordance with the reasonable standard of the subdivision; maintain the lamppost required under Article III, Section 7 herein; and/or, failure of said Owner to comply with the terms, conditions and restrictions contained in this Declaration. General Assessments and Special Assessment are sometimes collectively referred to as "Assessments".
- b. Assessments shall be approved at a duly convened meeting of the Committee:
- c. Written notice of an Assessment shall be personally delivered to each Owner or delivered by regular mail addressed to the last known address of such Owner;
- d. Assessments shall be due and payable on or before 30 days after the mailing or personal delivery of the notice.
- e. Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, and such unpaid Assessments and the interest thereon shall constitute a continuing lien on the real estate against which it was assessed until they have been paid in full. The Assessments and interest thereon shall also be the personal obligation of any current or subsequent Owner of the Lot against which the Assessment was made.
- f. The Committee may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice of a lien for any such unpaid Assessment and upon payment or satisfaction of the amount due record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney fees relating to any such document or the collection of an Assessment shall

- be borne by the affected Owner.
- g. Upon application by an Owner, any Committee member may, without calling a Committee meeting, provide to such Owner a statement in recordable form certifying (1) that the signer is duly elected or appointed Committee member, and (2) as to the existence of any unpaid assessments or other amounts due the Association. Such statement shall be binding upon the Association and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding Assessments or other amounts due to the Association.
- h. Any lien for Assessments may be foreclosed by a suit brought by the Committee, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property. The affected Owner shall be responsible for all the Association's costs in collecting the Assessment, including, but not limited to, attorney's fees.

SECTION 9. LIMITATIONS. During the initial term of the Committee, the Committee shall not have the power to make improvements to the Common Area in addition to those in existence ("Additional Improvements") without the written approval of Declarant. After the initial term, the Committee shall not have the power to make Additional Improvements costing in excess of One Thousand Dollars (\$1,000.00) without the consent of the ninety percent (90%) of the then current Owners.

SECTION 10. COMMITTEE LIABILITY. Members of the Committee shall not be liable for any action taken by them in the good faith discharge of their duties, even if such action involves a mistaken judgement or negligence. The Association shall indemnify and hold the members of the Committee harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

SECTION 11. NO WAIVER. Failure of the Association or the Committee to enforce any terms, covenants, conditions or restriction contained in this Declaration, shall not be deemed to be a waiver of the rights to do so or an acquiescence to that violation or any subsequent violation.

ARTICLE VI GENERAL PROVISIONS

SECTION 1. DURATION OF COVENANTS. This Declaration and any amendments shall be in force for a term of 20 years from the date the Declaration is recorded. Upon the expiration date of such initial 20 year term or any extended term as provided herein, this Declaration shall be automatically extended for a successive term of 10 years, unless prior to the end of the then current term a Notice of Termination is executed by the Owners of at least sixty percent (60%) of all Lots and their mortgagees, is consented to by the City of New Berlin and is thereafter recorded in the Office of the Register of Deeds of Waukesha County.

SECTION 2. BINDING EFFECT AND ENFORCEMENT. This Declaration shall run with the land and bind Declarant, its successors, agents or assigns, Association, and any and all Lot Owners.

The Declarant, Association, any lot owner(s) or the City of New Berlin shall have the right to enforce all of the terms, conditions and restrictions contained herein. Any Owner violating the terms, conditions or restrictions contained in this Declaration shall be personally liable for and shall reimburse all costs and expenses, including attorneys fees, incurred by the Declarant, Association, any Lot Owner(s) or the City of New Berlin in enforcing the terms, conditions and restrictions contained in this Declaration. Any Owner who causes or allows any improvement or improvements to be constructed, installed, placed or altered on the Owner's Lot without first obtaining the prior written approval of the Architectural Review Committee shall, at the Architectural Review Committee's discretion, be required to remove such improvement or improvements in their entirety at the Lot Owner's expense. The foregoing shall be in addition to any other rights or remedies which may be available to the Declarant or Association.

SECTION 3. AMENDMENT. Any of the provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by written document setting forth such annulment, waiver, change, modification or amendment, executed by Lot Owners having at least Sixty percent (60%) of the votes in the Association; provided, however, that any such action must also be approved in writing by the Declarant so long as it shall be a Lot Owner. This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon recording in the office of the Register of Deeds for Waukesha County, Wisconsin.

SECTION 4. EFFECT ON MORTGAGES OR DEEDS OF TRUST. All covenants, liens, and other provisions set forth in this Declaration shall be subject to and subordinate to all mortgages, land contracts or deeds of trust in the nature of a mortgage, encumbering any of the lots in the Subdivision. Said terms of this Declaration shall not supersede or in any way reduce the security or affect the validity of any such mortgage, land contract or deed of trust in the nature of a mortgage.

SECTION 5. DECLARANT'S ASSIGNMENT OF RIGHTS AND DUTIES TO ASSOCIATION. In its sole discretion, Declarant reserves the right to assign any or all of the rights, privileges, easements, powers, and duties herein to the Association. Such assignment shall be in writing and shall relieve and discharge Declarant from every duty assigned to the Association.

SECTION 6. ADDRESS NOTIFICATION. Each owner shall file their correct mailing address with the Declarant and/or the Association and shall notify the Declarant and/or Association promptly in writing of any subsequent change of address. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any owner at the last address filed shall be sufficient and proper notice to the owner whenever notices are required.

All communications to Declarant shall be in writing and shall be forwarded to Karrington Woods, LLC to the attention of Beth M. Rummel at 710 North Plankinton Avenue, Milwaukee, Wisconsin, 53203.

SECTION 7. CONFLICTS. In the event any covenant or provision of this Declaration is in conflict with any law, regulation or ordinance of the City of New Berlin or any governmental authority, such law, regulation or ordinance shall control and supersede said covenant or provision of this Declaration. All remaining covenants and provisions of this Declaration shall remain valid and in effect.

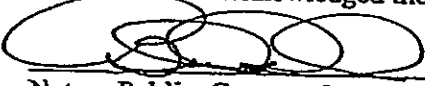
IN WITNESS WHEREOF, the undersigned has executed this Declaration of Restrictions this 21st day of NOVEMBER, 1997.

Karrington Woods LLC
BY: Towne Realty, Inc., Authorized Member


BY: Arthur W. Wigchers, Jr., President

STATE OF WISCONSIN)
) ss
COUNTY OF WAUKESHA)

Personally came before me this 21st day of November, 1997, the above named Arthur W. Wigchers, Jr., President of Towne Realty, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.



Notary Public, County of Milwaukee
State of Wisconsin
My commission expires: 02/25/2001

This instrument was drafted by and should be returned to:
James B. Young
Young & Madigan, S.C.
710 N. Plankinton Avenue
Milwaukee, WI 53203

REEL 25481113 0569

EXHIBIT A

KARRINGTON WOODS

PART OF THE NE 1/4 OF THE SW 1/4, THE NW 1/4 OF THE SW 1/4,
THE SE 1/4 OF THE SW 1/4 AND THE SW 1/4 OF THE SW 1/4
ALL IN SECTION 36, TOWN 6 NORTH, RANGE 20 EAST, *EXCEPT OUTLOTS*
1 & 2, CITY OF NEW BERLIN, WAUKESHA COUNTY, WISCONSIN.