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Document Number	**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FARMSTEAD CREEK SUBDIVISION** Document Title

Recording Area

Name and Return Address:

67-29

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Tax Parcel No.

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

OF

FARMSTEAD CREEK SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions of Farmstead Creek Subdivision (this "Declaration") is made and entered into by Bielinski Homes, Inc. ("Declarant").

Recitals

Declarant owns certain real property, described on the attached Exhibit A, upon which Declarant intends to develop a subdivision for residences and other related improvements.

By this Declaration, Declarant intends to subject such property and improvements to certain easements, rights, restrictions, and obligations with respect to the ownership, use and maintenance of such property and improvements and all components thereof.

Now, therefore, Declarant, as fee owner of such property, by this Declaration (1) establishes and imposes certain provisions, restrictions, conditions, easements and uses upon such real property; and (2) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of such real property.

ARTICLE 1. DEFINITIONS

The following terms shall have the assigned definitions:

1.1 Association
The "Association" shall mean Farmstead Creek Homeowners Association, Inc., the members of which shall be all Owners of Lots in the Subdivision.

1.2 Association Insurance
"Association Insurance" shall mean all policies of insurance as may be maintained by the Association under this Declaration.

1.3 Farmstead Creek Subdivision Documents
"Farmstead Creek Subdivision Documents" shall consist of this Declaration, Articles of Incorporation of the Association and the Bylaws of the Association.

1.4 Board
The "Board" or "Board of Directors" shall be the governing body of the Association, elected according to the Bylaws.

1.5 Building
A "Building" shall be any freestanding structure located in the Subdivision.

1.6 Bylaws
The "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.

1.7 Common Areas
The "Common Areas" shall consist of the Outlots and easements on a portion of a Lot used for signage identifying the Subdivision as Farmstead Creek Subdivision.

1.8 Common Improvements
The "Common Improvements" consist of the following, some of which may be located in Common Areas and some of which may be located in public streets: all signs on the Property generally identifying the Subdivision as Farmstead Creek Subdivision, and any improvements made in the Common Areas by the Association or the Declarant.

1.9 Declarant
The "Declarant" shall mean Bielinski Homes, Inc. and the successors and assigns of Declarant pursuant to assignment in accordance with Section 14.7 of this Declaration.

1.10 Declaration
"Declaration" shall mean this Declaration as the same may be amended from time to time.

1.11 Director
A "Director" shall mean a member of the Board.

1.12 Drawings
The term "Drawings" is defined in Section 6.2.

1.13 Lot
"Lot" shall mean a platted lot intended for construction of a residence as shown on the Plat. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat.

1.14 Mortgage
"Mortgage" shall mean a recorded first lien mortgage against a Lot or the vendor's interest under a recorded first lien land contract relating to a Lot.

1.15 Mortgagee
"Mortgagee" shall mean the holder of a Mortgage.

1.16 Occupant
"Occupant" shall mean the Owner and any other person residing on a Lot.

1.17 Outlot
"Outlot" shall mean an outlot as shown on the Plat and subject hereto. The reference to an Outlot by a number shall mean that particular Outlot as shown on the Plat.

1.18 Owner
"Owner" shall mean each fee simple owner of a Lot. The Declarant is an Owner with respect to Lots to which it holds title.

1.19 Plat
A "Plat" is the plat of the Property as recorded in the Register's Office.

1.20 Property
The "Property" shall mean the real estate subject to this Declaration, as described on Exhibit A and all Buildings and other improvements constructed or to be constructed thereon.

1.21 Register's Office
The "Register's Office" shall mean the office of the Register of Deeds for Washington County, Wisconsin.

1.22 Rules
The "Rules" shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.

1.23 Subdivision
"Subdivision" shall mean all of Lots as shown on the Plat.

1.24 Village
"Village" shall mean the Village of Slinger, Wisconsin, and its successors.

ARTICLE 2. ASSOCIATION OF OWNERS

2.1 Administration
Declarant shall establish the Association to administer the property. Declarant shall include in the Bylaws for the governance and administration of the Common Areas and Common Improvements. The Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, the provisions of this Declaration and the Bylaws, the Rules, and all other uses of and restrictions on the Property. Until the establishment of the Association, all powers of the Association shall be exercised by Declarant.

2.2 Membership and Voting
Each Owner shall be a member of the Association. In the Association, the Owner(s) of each Lot acquired from Declarant shall be entitled to one (1) vote for

each Lot owned. Each Lot owned by Declarant ("Declarant Lot") shall be entitled to three (3) votes for each Declarant Lot. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 3 of this Declaration.

2.3 Control of Association

Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles, By Laws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), until the earliest of: (1) thirty (30) days after the receipt of occupancy permits from the Village for all of the Lots; or (2) Declarant's election to waive its rights to control.

2.4 Management

The Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, upon ninety (90) days notice without payment of any penalty.

2.5 Approvals

Except for proposals requiring approval by the ACC, defined below, pursuant to Article 6 hereof, any proposal by an Owner requiring Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require to facilitate its understanding and review. The Board may approve or disapprove any proposal submitted by an Owner after considering one or more of the following concerns and any additional concerns as the Board deems prudent: (1) freedom and safety of access and convenience to other areas of the Property; (2) the costs to be paid by the Owner for restoration of Common Areas and Common Improvements to their prior physical condition upon the completion of work or use contemplated by the proposal; and (3) a fair and reasonable monthly charge to be paid by the Owner to the Association for any encroachment on any Common Areas resulting from the proposal. The Board may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate, including payment of out of pocket charges for professional advice and a standard review fee. Approval of a proposal shall be deemed given if the Association president indicates approval in writing.

ARTICLE 3. ASSESSMENTS

3.1 Budget and Assessments

The Association shall annually adopt a budget of common expenses and levy assessments on the Lots allocating such assessments equally to each Lot, subject to the limitations herein. The budget shall include amounts representing

assessments that are bad debts, and may but need not include a replacement reserve, which in each case shall constitute part of the general assessments. The Association may also levy (a) special assessments on all Lots for any purpose for which a general assessment may be levied and (b) special assessments, or fines on particular Owners for the purpose of collecting any amounts due the Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a Rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals under Section 2.5, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses.

3.2 Installments; Late Payments

General assessments shall be levied on an annual basis but shall be due and payable as determined by the Board from time to time. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or in a Rule.

3.3 Enforcement; Liens

If an Owner defaults in any payment, the Association shall take appropriate measures as permitted by law. The defaulting Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including the Association's reasonable attorneys' fees. Owners shall be personally liable for assessments or fines and a lien shall be imposed against such Owner's Lot for any unpaid assessments. The lien shall be effective as of the recording of a notice thereof in the Register's Office. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection including attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a property upon the foreclosure of its lien. Under Section 2.2, an Owner delinquent in payments may in some cases not be permitted to vote on matters before the membership of the Association.

3.4 Association Statements

Within five (5) business days of written request from an Owner or a Mortgagee, the Association shall provide a letter stating the existence and amount of outstanding general or special assessments against the Owner's property, if any. Notwithstanding anything to the contrary in the preceding sentence, all property conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such property.

3.5 Common Expenses and Surpluses

Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

3.6 Payments by Declarant

As long as the Declarant owns a Lot for which no occupancy permit has been issued, Declarant will not be responsible for payment of general or special assessments, but Declarant will pay to the Association the amount by which the actual common expenses exceed the actual receipts of the Association during the fiscal year, provided however that (a) for this purpose, common expenses will not include any amounts in respect of capital expenses or reserves of any sort, (b) Declarant will make regular payments of assessments with respect to any Lots which may be leased by Declarant, for use by others, of Lots owned by the Declarant for which and occupancy permit has been issued, (c) Declarant will not be responsible for payment of any amount in excess of the amount which Declarant would have owed had it been responsible for general assessments, and (d) Declarant may, but shall not be obligated to, directly pay bills or provide services, which would otherwise represent Association obligations to which general assessments would be applied. Declarant shall be entitled to reimbursement from the Association for such expenditures if there are surpluses in that fiscal year.

ARTICLE 4. MAINTENANCE AND ALTERATIONS

4.1 Owner Responsibility

Each Owner shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas or Common Improvements damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees or tenants. Each Owner shall, at the Owner's cost, even if no residence has been constructed by such Owner, maintain the yard, including the cutting of grass and snow removal from driveways and, if any, sidewalks, in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition.

4.2 Association Responsibility

The Association shall maintain in good condition and repair, replace and operate all of the Common Areas and Common Improvements, including landscaping, trees and plantings in the Common Areas and trimming of such trees for sight lines. The Association may, in its discretion, install additional Common Improvements in the Common Areas.

ARTICLE 5. RESTRICTIONS ON USE AND OCCUPANCY

5.1 Permitted Uses

Each Lot shall be occupied and used only for single family residential purposes and for no other purpose. No trade or business shall be carried on anywhere in the Subdivision, except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications which does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale of Lots, subject to the other provisions of the Farmstead Creek Subdivision Documents and any Rules related thereto, or (3) the establishment of offices by Declarant or its agents for sales of Lots or by the Association for conducting its affairs. The term "residential purposes" includes only those activities necessary for or normally associated with the use and enjoyment of a homesite as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests without prior approval of the ACC.

5.2 Connection Between Ownership and Occupancy of Lots

Each Lot must be occupied by its Owner; the Owner's equitable beneficiary; the Owner's tenants, the Owner's shareholder, director, member, partner, employee, trustee or officer; or a member of the Owner's immediate family. For purposes of this section, "immediate family" is limited to parents, grandparents, children, grandchildren, siblings, or in-laws. Notwithstanding the foregoing, an Owner shall be responsible to the Association and each other Owner for any breach of any provision of the Farmstead Creek Subdivision Documents caused by an Occupant. The Association will only need to deal with the Owner and may, but shall not be obligated to, address any breach with the offending Occupant. Any Owner may lease a residence on a Lot for a term of not less than six (6) months. Any lease or rental agreement must be in writing.

5.3 Vehicles

a) No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. No vehicle maintenance or lubrication shall be permitted anywhere in the Subdivision except washing of cars in driveways or maintenance performed within a garage.

b) Owners shall use their best efforts to store vehicles in garages. When more vehicles are actively used by household members, the vehicles shall be parked in driveways and not on the street. Except for temporary parking as defined later, there shall be no outside storage of boats, trailers, buses, large trucks or campers (such vehicles, "Temporary Vehicles"). Temporary parking of Temporary Vehicles shall be allowed between April 15th and November 15th of each year and shall be on site no more than a total of 90 days per year or no more than two weeks at a time during such

seven (7) month period. Notwithstanding the foregoing, there shall be no outside storage of inoperable vehicles or other vehicles deemed to be unsightly by Declarant or the Board. The purpose of this section is to provide an aesthetically pleasing subdivision for all residents. The Board shall use its best efforts to fulfill this purpose for the good of all Owners.

5.4 Waste

Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Association. No incineration of waste is permitted on the Property. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site. The refuse and garbage receptacles for each occupied home shall be stored in the residence or garage, except for a period of 12 hours prior to and following the scheduled garbage pickup.

5.5 Restricted Dumping

No construction material, grass clippings, rocks or other debris or waste materials shall be dumped by any Owner onto any Lot which is vacant within the Subdivision.

5.6 Temporary Structures

No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot or Common Area without written approval of the Board, except for construction trailers maintained by Declarant and its successors and assigns, or the Association.

5.7 Quiet Enjoyment

Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from any other Owner, Occupant and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Section 2.5.

5.8 Noxious Activity

No use or practice shall be allowed in the Subdivision or the Common Areas which is immoral, improper or offensive in the opinion of the Board or which is in violation of the Farmstead Creek Subdivision Documents. By way of example and not limitation, offensive activity shall include excessive amplification of musical instruments and/or audio or audiovisual equipment.

5.9 Patios and Balconies

Patios, decks and balconies of Buildings on Lots shall not be used for storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles or wagons.

5.10 Signs

No Owner or Occupant, except Declarant, may erect, post or display posters, signs or advertising material on the Common Areas or at locations within a Lot which are visible from the public streets or Common Areas without the prior written consent of the Board, except that an Owner may within the Lot erect or post a temporary sign of customary and reasonable dimension relating to the Lot being for sale or for an open house of a Lot for sale. Where Board consent is sought and obtained, the permitted signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. "Signs" as used herein shall be construed and interpreted in the broadest possible sense and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building.

5.11 Environmental Matters

Each Owner and Occupant shall comply with all applicable Rules, governmental statutes, ordinances, regulations or rules relating to the storage, transport and release to, from, on or in such Lot of any hazardous substances, pollutants or contaminants.

5.12 Pets

No animals, livestock, reptiles, poultry, or birds of any kind shall be raised, bred or kept within the Subdivision, except as allowed by Village ordinance. No animals within the Subdivision shall be kept, bred or maintained for any commercial purposes. No pet shall be permitted which causes an unreasonable disturbance as determined by the Board, at the Board's sole discretion. The Board shall establish and enforce rules and regulations regarding pets, which shall be followed by all owners that keep pets. The Board may order the removal of any pet at any time in its sole discretion after notice and a hearing if such pet is or becomes offensive, a nuisance or harmful in any way to the Subdivision or those occupying or owning therein. The Association may charge a fee of any pet owner to cover the Association's administrative or enforcement costs. All pets shall be housed indoors and, if allowed outdoors, shall be kept on a leash unless the Architectural Control Committee has approved of a dog kennel as provided herein. Any pet excrement in portions of the Subdivision other than the pet owner's Lot shall be removed immediately by the Occupant of the residence in which the pet resides. A violation of the provisions of this paragraph shall subject the Lot Owner responsible for such violation to additional special assessments by the Board for the enforcement costs, including but not limited to reasonable attorneys' fees incurred by the Association incident to the enforcement of this paragraph and the rules and regulations established by the Board.

ARTICLE 6. ARCHITECTURAL CONTROL

6.1 Architectural Control Committee

Declarant shall establish an Architectural Control Committee ("ACC"), related to the Association as provided herein, which shall consist of the Board. One or more

Committee members may delegate their Committee duties to any one or more of the other Committee members. Buildings and other improvements installed by Declarant, or existing on the date hereof, shall not be subject to any of the terms and conditions contained in this Article 6.

6.2 Prior Approval for Improvements

Prior to the commencement of any of the activities listed below, the Owner(s) of the Lot shall submit to the ACC two (2) copies of a sketch or survey ("Drawings") of the affected Lot prepared by a licensed surveyor, engineer, architect or designer:

a) The construction of any Building or other improvements on any Lot, or the reconstruction thereof following a casualty loss thereto, or

b) The demolition of any Building or other improvements on any portion or portions of a Lot, or

c) The painting, decoration or alteration of the exterior of any Building or other improvement on a Lot, or

d) The installation of any awning, enclosure, hot tub, deck, garden, swimming pool, grading, mailboxes, fixed grill, swingset, play structure, fences or other landscape features on any such property.

6.3 Prior Approval for Changes

If after the completion of any approved improvements to a Lot, the Owner thereof desires to construct any additional improvements to the Lot or to substantially alter the then existing improvements or the grade of the affected Lot, the Owner shall comply with the provisions of Section 6.2 above. A proposed alteration will be deemed substantial if it affects the location or exterior appearance of the prior approved improvements.

6.4 Review and Approval Process

None of the activities listed above in Section 6.2 shall take place without the prior written or deemed approval, as defined in Sec. 6.4 b) 2), by the ACC of the Drawings for any such proposed activity, except if the activity is the repair or replacement of previously approved exterior features with features that are identical or if the action is the repainting of an exterior surface with paint of the same color.

a) The **Drawings** shall include the following:

1) the location, size, elevations and type of Building(s) and other improvements, including, but not limited to, homes, garages and fences or other matters proposed to be erected or reconstructed on such property,

2) detailed plans and specifications for construction or reconstruction, including building material, type and color and plans to screen the demolition, construction or reconstruction from view, and

3) the proposed landscaping.

b) Standards and Procedural Matters of Consideration for Approval

1) The ACC shall review and consider any Drawings submitted to the ACC provided that any fees imposed for ACC review have been paid by the Owner(s). In considering the Drawings, the ACC shall consider whether all of the proposed activities proposed in such Drawings comply with the terms of this Declaration and the Village ordinances and in the ACC's sole opinion, do not detract from or depreciate any portion of the Property, even if the Drawings otherwise do not breach any other standard set forth in this Declaration. The ACC may approve Drawings (absolutely or conditionally) or may object to Drawings (absolutely or conditionally). The ACC may not disapprove of any reconstruction of any Building or other improvements on any portion or portions of such property following a casualty loss thereto.

2) If the ACC fails to approve of or object to the Drawings within sixty (60) days after submittal of the complete Drawings and payment of any review fees to the ACC, the Drawings shall be deemed approved as submitted. If the ACC objects to Drawings in whole or in part for any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time an Owner so submits the Drawings, the ACC shall have the right to approve or object to the Drawings within sixty (60) days after the submittal of the complete revised Drawings and the payment of any additional review fees to the ACC.

3) Following the ACC 's approval of the Drawings, the improvements described therein shall be developed strictly in accordance with the approved Drawings. If the approved improvements are not completed within one (1) year of their initial approval, then such approval shall be deemed withdrawn and the same or different Drawings required to be submitted or resubmitted, as the case may be. The ACC may, in its discretion, extend the withdrawal period by up to an additional 6 months if it reasonably determines that the delay has been primarily caused by factors outside of the control of the Owner.

6.5 Separate Village Approval

Matters which require approval of the ACC may also require approval of the Village. Obtaining approval from the ACC and from the Village is solely the responsibility of the Owner desiring approval. Approval of Drawings by the ACC shall not be deemed approval by the Village and approval by the Village shall not be deemed approval by the ACC. Prior to the issuance of a building permit for any Lot, the Owner shall submit to the Village Building Inspector for approval of a copy of the stake out survey showing the street grade in front of the Lot, the finished yard grade, the grade of all four corners of the Lot and the grades of the adjoining Lots at the building corners or if vacant, at the building pad corners, the existing and proposed contours, easements, culverts and/or storm sewers.

6.6 Procedures and Budget

The ACC may set its own operating procedures consistent with this Declaration. The costs of operating the ACC shall be assessed by the Association as common expenses, except as permitted below. The ACC may, but need not require the payment of a review fee by an applicant Owner in connection with the submittal and review of any Drawings. The ACC may engage and employ consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant Owner. The members of the ACC shall not receive any compensation for serving on the ACC but may be reimbursed for expenses incurred in performing their duties. All funds relating to the ACC shall be handled by the treasurer of the Association.

6.7 Uniformity Standards; Waiver

The ACC may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing, or exterior, whether generally or for certain types of improvements. The ACC may waive any such standard which it has adopted, may waive any standard contained herein, and may waive any floor area requirements by up to 10% so long as the reduction does not exceed the minimums provided by the Village of Slinger Zoning Ordinance. The ACC may in its discretion also permit comparable or superior construction materials as substitutes for those required in this Declaration. Any such waiver or approval must be express and in writing. The ACC may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard. Any variance granted hereunder may be conditioned, and may be permanent or time-limited (and if not expressly time limited will be deemed to be effective for so long as the use of such property is not materially altered). The ACC may waive any standard even in the absence of an "unnecessary hardship"; those judicially determined standards for granting variances under zoning regulations shall not apply to the ACC.

6.8 Indemnification

Each member or former member of the ACC, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable

attorneys' fees, asserted against, incurred by, or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a member thereof, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. In the event of a settlement of such proceeding, this indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the such person's performance as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing herein shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

6.9 Architectural Requirements & Guidelines

a) Minimum Square Feet

Only one single family home may be constructed on each Lot. Homes shall have the following minimum sizes excluding basements, attics, porches, garages, patios, and similar additions into the calculations.

1 Story and split-levels:	1500 Square Feet
1 ½ Story and 2 Story:	1700 Square Feet

b) Lot Setbacks – Principal Structure

Front Yard: 35'
Rear Yard: 25'
1-Side Yard: 10' with a minimum sum of side yards being 25'

c) Diversity of Model Type

Homes adjacent to, directly across from, or in the immediate vicinity of each other can not be exactly the same or so similar as to be monotonous or aesthetically displeasing. The ACC shall be acting reasonably if it does not approve the Drawings for a residence because another residence in close proximity would be too similar in appearance.

d) Basements

The ACC shall be acting reasonably if it requires portions of basement walls to be exposed on Lots with significant grades to allow for a more natural transition between residences. Any such exposed basement or foundation walls shall be covered with material consistent with the overall architecture of the residence.

e) **Garage**
Each home on a lot is required to have a minimum 2-car garage attached to the house.

f) **Driveway**
Driveways shall be paved within (12) months of Owner's receipt of an occupancy permit. The driveway must be paved and shall be installed no closer than three (3) feet from the Lot boundary lines, and each Lot is restricted to only one (1) access point to the street.

g) **Siding**
The exterior siding of a home may be made of materials such as cedar, fiber cement, maintenance free aluminum or vinyl siding.

h) **Windows**
Each home is required to use shutters or wide window trim (rough sawn cedar or aluminum wrapped) on every window on the front façade of the home.

i) Intentionally left blank.

j) **Aluminum Wrapped Exterior**
The exterior of the home may have aluminum-clad soffit, fascia, frieze boards, gable vent trim, entry door frame trim, overhead door jamb/trim, box windows, fixture blocks and aluminum porch columns.

k) **Roof**
A residence shall have a roof of architectural grade dimensional shingles. Each home must have a minimum roof pitch ratio of 6:12 on the main body of the roof.

l) **Mailbox**
Each Lot Owner is required to install and maintain a uniform mailbox and mailbox support post in a style, size, color and material determined by the ACC. The mailbox will be supplied and installed by the builder.

The location of mailboxes must be consistent on every Lot.

Each Owner shall maintain its mailbox in good condition and working order.

m) **Fences**
All fencing must be approved by the ACC prior to installation. The ACC shall make the final determination on what fencing will be permitted, the location of fencing, and the height of the fencing. In general, no fence erected on any residential Lot shall be higher than four (4) feet from the graded surface of the ground on which it is erected with the exception of

privacy fences installed near the home for the purpose of screening views between neighbors from side to side. In this situation the privacy fence shall be no more than six (6) feet from the graded surface of the ground. No chain link fencing shall be permitted.

Fences are not allowed to encroach into electrical easements without permission from WE Energies. Each homeowner is advised to contact WE Energies in the event they want to encroach into an electrical easement to make sure they understand all restrictions and rules regarding such easements.

n) Additions to the Exterior Home

Additions such as sunrooms, enclosures, awnings, or any other similar structures must be approved by the ACC. All future additions are subject to the architectural controls of this document.

All structural additions must be designed by a qualified engineer, architect or designer experienced in residential design.

o) Yard Lamp

Each Lot Owner is required to install and energize a front yard light post and lantern within one year of occupancy. The yard lamp will be supplied and installed by the builder.

The light post must be:

1. Located at least 3 feet and no more than 10 feet from the front lot line
2. Adjacent to the driveway.
3. Elevated to a height to be determined by the ACC
4. Fitted to use a high pressure sodium lamp of no more than 50 watts
5. Illuminated from dawn to dusk by means of a photocell.

Prior to occupancy of a residence on a Lot, the Owner must demonstrate to the ACC that the light post and lantern is connected to electrical service (paid for by owner). Each owner shall maintain its light post in good condition and working order with working light bulbs, and shall make certain that electrical services are continued to the lamp.

p) Antennas/Satellite Dishes

No antenna, aerial, satellite dish, cable for television or radio reception which is greater than 24" in diameter shall be erected or installed on any roof or any other portion of a Building or on the unimproved portions of a Lot, except as erected or installed by Declarant, the Association, or any individual Owner with written approval by the ACC. Notwithstanding the foregoing, no antenna, aerial, satellite dish or cable for television or radio reception shall be installed on the front elevation of any Building on a Lot. Any satellite dish approved by the ACC shall be the smallest sized satellite

dish available and shall be installed near the rear of the home. In every case, the antenna, aerial, satellite dish, cable for television or radio reception must be in compliance with Village ordinances.

q) **Clotheslines**
Clotheslines may be installed and/or used on a Lot provided the clothesline installation is approved by the ACC. Any clothesline allowed on a Lot shall be limited to portable or retractable lines and shall be limited to the rear yard of the Lot.

r) **Pools**
Above-ground or in-ground pools may be installed on a Lot only with approval of the ACC, which will be acting reasonably if it does not approve a pool which is not completely enclosed by a secure wall or fence with a self-closing or self-latching gate or door (at the top of such gate or door) and if the pool is not properly screened from view by proper landscaping.

s) **Walkways**
All walks leading up to the front door must be paved with a hard surface such as concrete, stamped concrete, brick or flagstone. Asphalt walks are not allowed.

t) **Decks**
Decks must be located to the rear of the dwelling.

The height of the deck is limited to the ground level finished floor line on single story homes and to the second story finished floor line on two story homes.

Decks may be constructed of treated wood or composite as long as the material is in harmony with the adjacent home. Decks may have a clear or tinted preservative stain applied to them or be left to weather naturally. Paint is not permitted on the walking surface of the deck, but can be applied to hand railings and all other surfaces.

u) **Patios**
Patios must be constructed with a hard surface material such as concrete, stamped concrete, brick pavers, flagstone or similar materials as long as the material is in harmony with the home.

v) **Fixed Grills**
All fixed grills must be approved by the ACC. Permanent grills should be placed behind the rear elevation of the house and should not be placed within ten (10) feet of the side and rear property lines.

w) **Dog Kennels**
Dog kennels must be located immediately adjacent to the dwelling in the rear yard of the Lot and must be approved by the ACC prior to construction. The ACC may condition any approval for a dog kennel by requiring the appropriate screening of the dog kennel.

x) **Utilities**
All utilities must be installed underground.

y) **Solar Collectors**
No exterior active solar collectors shall be erected, installed or used unless presented in drawings and approved by the ACC.

z) **Accessory Structures/Sheds**
All storage sheds shall be of a style, color, and building material consistent with the residence on the Lot and shall not exceed a size of 192 square feet. Pre-fabricated sheds are not allowed. All sheds must be approved by the ACC prior to its construction. If an owner desires to connect electricity to a shed, whether at or after the time of the initial construction, the installation of electrical connections must be underground.

6.10 Landscaping Requirements & Guidelines

a) **Existing Vegetation**
No existing live tree with a diameter of four inches or more, at a height of four feet above the ground shall be cut down, destroyed, mutilated, moved, or disfigured without the approval of the ACC.

b) **Grading**
Declarant and the Village of Slinger have agreed to a certain Storm Water Management Plan and Master Grading Plan on file in the office of the Declarant and the offices of the Village's Building Inspector. Each Lot Owner shall conform to the Storm Water Management Plan and Master Grading Plan and shall not alter the grades established in such plans unless the Village Engineer approves a change. In the event of a conflict between any proposed drawings and the Storm Water Management Plan or the Master Grading Plan, the Storm Water Management Plan and/or the Master Grading Plan shall control. The Declarant and the Village, their agents, employees or independent contractors shall each have the right to enter upon any Lot after giving reasonable notice to the Owner for the purpose of inspection, maintenance, correction or any drainage condition, and the Owner is responsible for the costs thereof. Owner shall be provided with a written notice of any drainage condition requiring maintenance or correction and given thirty (30) days to cure such condition before the Declarant or Village will rectify such condition at Owner's cost.

c) **Ponds**
No ponds shall be constructed on a Lot without the prior approval of the Village. Rain gardens are encouraged to help slow the rates of storm water runoff, but the ACC must first approve them.

d) **Lawns**
Each homeowner is required to plant a lawn (seed or sod) within the first twelve (12) months after receipt of the occupancy permit from the Village.

e) **Plantings**

1. **Foundation Plantings** – At a minimum, each homeowner is required to plant a foundation planting in the front of their house within the first twelve (12) months after receipt of the occupancy permit from the Village. The foundation planting will contain a minimum of twelve (12) shrubs of at least two (2) gallon size with a minimum total of twenty (20) plantings. Plantings may consist of any combination of shrubs, perennial plants, decorative grasses, etc.

2. **Trees** – Each homeowner is responsible for planting one (1) shade tree and one (1) ornamental tree in the front yard of the lot. The shade tree must be a minimum of 1.5" caliper and selected from the approved list attached to this document as exhibit B. The trees must be planted within the first twelve (12) months after receipt of the occupancy permit from the Village. An extra shade tree may be substituted in place of the ornamental tree. Ornamental trees can be described as trees that enhance the dimension of the landscape with flowers, leaves, fruit, and spectacular fall color. Ornamental trees are also compact in size which makes them suitable for use in areas where shade trees are not appropriate.

3. **Grading-** All Grading must comply with the approved master grading plan. The homeowner assumes all responsibility to make sure compliance is followed during their landscape process. Builder/Declarant assumes no responsibility if non-compliance of the master grading plan occurs. Reestablishing of drainage swales and surface water drainage prior to landscaping may be required due to settling or erosion runoff that may have occurred prior to owners landscaping.

f) **Vision Triangles**
There shall be no planting of perennials, shrubs, or trees within the vision triangles located at the intersection of all streets that exceeds a height of twenty-four (24) inches. Refer to the Village Ordinances to determine the size of the vision triangle.

g) **Retaining Walls**
Retaining walls are to be built out of boulders or manufactured stone products. Railroad ties, sawn timbers or any other wood product are prohibited as retaining wall structures.

h) **Maintenance**
Each Lot Owner is responsible for keeping their Lot free from debris and weeds prior to the planting of grass on the Lot. Each Subdivision Lot Owner adjacent to delineated wetlands shall not mow or otherwise disturb any plants, trees, bushes, grasses, animals or other things growing, living or located in a delineated wetland, or other environmentally sensitive area.

Until grass is planted on each Lot, the Lot Owner shall be responsible for compliance with the Village of Slinger's Weed Control Ordinance. Each homeowner is responsible for keeping the lawn and landscape in their yard in good maintenance. Should the landscaping be left in an unmaintained state as to become a nuisance or an eye sore, the ACC retains the right to remedy the nuisance and assess the costs back to the homeowner. Owner shall be provided with written notice of situation and will be afforded fifteen (15) days to cure such condition before the ACC can take action.

ARTICLE 7. INSURANCE

7.1 Association Insurance
The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas (including areas which are included in such definition by virtue of easements granted herein) and with respect to Common Improvements not in the Common Areas, all-risk casualty insurance coverage on all Common Improvements, and such other policies and/or coverages as the Board deems necessary or advisable.

7.2 Coverage of Association Insurance
The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Comprehensive general liability coverage shall be in such amounts as the Board determines annually, but not less than $1,000,000 per occurrence.

7.3 Proceeds

Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance construction of damaged Common Areas or Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

7.4 Cost

All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense.

7.5 Waiver

The Association and, by acceptance of a conveyance to a Lot or Outlot or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

7.6 Acts Affecting Insurance

No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance, or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner or Occupant responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance shall be increased by reason of, (1) the size, design or composition of a Building, (2) anything done or kept in a property subject to this Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance requirements, or (4) the failure of any such Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner or Occupant shall reimburse the Associations for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular property involved.

7.7 Exclusions From Coverage

Association Insurance coverage shall exclude (a) coverage on any residence or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association

Insurance; and (b) liability coverage on an Owner or Occupant, its guests, invitee, employees or tenants, arising out of any occurrences within a Lot and/or relating in any way to an Owner's or Occupant's personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverages as are excluded from Association Insurance.

ARTICLE 8. AMENDMENT OF DECLARATION

8.1 General

This Declaration and all terms and conditions hereof shall constitute covenants and restrictions running with the Property forever, and shall be binding upon all persons claiming an interest in a Lot or any portion of the Property. Until all Lots subject to this Declaration are subject to an occupancy permit, subject to Declarant's reserved rights, this Declaration may be amended by recording a written instrument executed by or on behalf of the Owners of Lots having at least seventy percent (70%) of the total votes allocated to Lots and Declarant Lots, of which one vote must be that of the Declarant. After all Lots subject to this Declaration have been sold by Declarant, this Declaration may be amended by recording an instrument executed by or on behalf of the Owners of at least seventy-five (75%) of the Lots subject hereto. Each Owner shall have the right to cast one vote for each Lot owned by that Owner. Declarant shall have three (3) votes for each of the Declarant Lots it owns. In addition to the amendment requirements stated above, any amendment must be approved by at least 51% of the Mortgagees.

8.2 Procedures

Amendments shall be prepared and executed by the president of the Association and shall become effective when recorded in the Register's Office. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

ARTICLE 9. RIGHTS OF MORTGAGE HOLDERS

9.1 Notice

Any Mortgage holder, insurer or guarantor of a Mortgage on a Lot who submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the property involved, will be entitled to timely written notice of:

(a) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the property on which it holds a Mortgage or any breach of the provisions of any of the Farmstead Creek Subdivision Documents which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

(b) A lapse, cancellation or material modification of any Association Insurance; and

(c) Any proposed action that requires the consent of a Mortgage holder as specified in Article 8.

9.2 Mortgagee Acquisition of Lot

A Mortgagee acquiring title to a Lot pursuant to remedies provided in its Mortgage or by a deed in lieu of foreclosure following an Owner's default under the Mortgage shall not be liable for such property's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to such property (except to the extent unpaid assessments are included in subsequent budgets generally).

ARTICLE 10. RIGHTS OF DECLARANT

10.1 Reserved Rights

Pending the sale of all Lots by Declarant, Declarant:

(a) may use the Outlots, and any unsold Lots in any manner as may facilitate the sale of Lots including, but not limited to, maintaining a sales and/or rental office or offices, models and signs and/or showing the Lots. Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Declarant's delegees shall not have the right, without Declarant's express written consent, to locate a general office operation in any such model home, although use of a model home to facilitate sales of Lots or sales of Buildings on Lots may be permitted so long as that (1) once a model home is used as a residence for an Occupant, it may not thereafter be used as a "model home"; and (2) construction materials shall not be delivered to or stored at a model home, except for construction of such model home.

(b) shall have the right to (1) grant easements upon, over, through and across the Lots (limited to the 20 feet area adjacent to each Lot line), which rights shall expire one year after conveyance of a Lot by Declarant), and the Outlots as may be required in Declarant's opinion for furnishing any kind of utility services, and maintenance and replacement thereof, or for drainage or other public purposes including, but not limited to, cable television or master antenna service, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings and (2) grant easements upon, over, through or across the Common Areas for ingress and egress and maintenance and replacement thereof, to and from, and within, the Property and other real property adjacent to it.

(c) shall have the right to veto any proposed amendment to this Declaration for any reason or no reason, in which case it shall not be deemed approved or effective.

(d) may apply the covenants contained in this Declaration to future stages of the development of Farmstead Creek. The future stages of the development of Farmstead Creek shall only include lands which are adjacent to the real estate which is or becomes subject to this Declaration or any additional supplemental declaration. The future stages shall become subject to this Declaration by the recording of an amendment to this Declaration with the Register of Deeds for Washington County, Wisconsin. Except with respect to future stages of the development of Farmstead Creek, such an amendment to this Declaration shall not revoke, modify or add to the restrictions and covenants contained herein. Notwithstanding anything contained within to the contrary, such an amendment as referred to in this Section, shall only require the consent, approval and signature of the Declarant.

ARTICLE 11. REMEDIES FOR VIOLATION BY OWNER

11.1 General Remedies

If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief including an order requiring the removal at the Owner's expense of Buildings constructed without ACC approval, subject to any other remedy provided by the Bylaws, or all of the above, as a result of such noncompliance. The Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance. The "prevailing party" in any action brought to enforce this Declaration or any term or condition hereof shall be entitled to recover from the other party the prevailing party's costs incurred in enforcing this Agreement, including its reasonable attorneys' fees, in addition to any other relief to which the prevailing party is entitled. The term "prevailing party" means the party obtaining substantially the relief sought, whether by compromise, settlement or judgment.

11.2 Owner or Occupant Violation; Association Right to Cure

In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate, and if an action or other proceeding is commenced in connection therewith. Expenses incurred therefore by the Association shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to

collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 3 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

ARTICLE 12. EASEMENTS

12.1 Right of Entry

A right of entry to each Lot, Common Area or Outlot is reserved to the Association or its agents to service utility installations located on, in or under such Lot, Common Area or Outlot provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association or its agents onto any such Lot, Common Area or Outlot may be made immediately, whether the Owner or Occupant of such Lot, Common Area or Outlot is or is not present and without liability of the Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

12.2 Drainage

An easement is reserved to Declarant, the Association and the Village over Lots and Outlots for the installation of drainage tile, swales, streams or other storm sewer and drainage system elements as shown on the Plat or in any Storm Water Management Plan referenced in Section 6.10. Should it become necessary for the Village to clear or maintain the drainage systems, easements or retention areas, then each of the Owners shall be invoiced or specially assessed for any expenses incurred by the Village. Such expenses may include, but are not limited to the following: engineering costs, routine maintenance or emergency maintenance.

ARTICLE 13. TERMINATION

13.1 Termination

This Declaration shall be in effect for a period of 25 years and automatically renewed for successive periods of 10 years each, unless terminated at the end of the original or any extended term by: (1) Declarant (if during the period of Declarant control of the Association), or (2) the written consent of the owners of at least 90% of the aggregate Lots provided that no vote shall effect an amendment to or termination of any provision hereof conferring on or reserving a special right or easement to Declarant without the express written consent of Declarant, as appropriate. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to such effect in the Register's Office.

ARTICLE 14. CONSTRUCTION AND EFFECT

14.1 Number and Gender
Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

14.2 Including
Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

14.3 Captions
The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

14.4 Severability
If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

14.5 Remedies
All remedies herein are cumulative.

14.6 Waivers
Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

14.7 Assignment of Declarant's Rights
Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office.

14.8 Other Regulation
Nothing herein shall preclude or restrict Declarant recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Declarant owns at the time of recordation.

14.9 Village Codes or Ordinances

Nothing contained herein shall be construed to reduce, modify or alter the minimum requirements set forth in the present zoning ordinance, building code or subdivision control or stormwater ordinance of the Village, except as specifically modified in writing by the Village, within the framework of the planned unit development portion of the present zoning ordinance. This Declaration shall not be amended to contravene any Village codes or ordinances.

14.10 Developer's Agreement

The Declarant and the Village have entered into a Developer's Agreement regarding the development of this subdivision. A copy of the Developer's Agreement is on file with the Village.

Executed at Waukesha, Wisconsin, on the 31st day of August, 2006.

BIELINSKI HOMES, INC.

By: _____
Harry Bielinski, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 31st day of August, 2006, the above named Harry Bielinski, as President of Bielinski Homes, Inc., to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

_____ Timothy J. Voeller
Notary Public, State of Wisconsin
My commission is permanent

This instrument was drafted by:
Timothy J. Voeller, Esq.
Bielinski Homes, Inc.

Exhibit A
Legal Description

Being a part of Farmstead Creek, a recorded subdivision, located in the NE 1/4 and NW 1/4 of Section 12, Township 10 North, Range 18 East, Village of Slinger, Washington County, Wisconsin.

Commencing at the North 1/4 corner of said Section 12; thence S.00°14'13"E., along the east line of the NW 1/4, a distance of 715.15 feet to the point of beginning of the hereinafter described lands; thence continue S.00°14'13"E. along said line, a distance of 873.77 feet; thence N.86°22'02"E., a distance of 655.63 feet; thence S.00°14'18"E., a distance of 464.14 feet; thence N.86°41'32"E., a distance of 658.34 feet; thence N.00°01'53"W., a distance of 42.89 feet; thence N.87°51'09"E., a distance of 102.67 feet; thence S.64°23'56"E., a distance of 75.75 feet; thence East, a distance of 102.60 feet; thence S.07°00'30"E., a distance of 216.91 feet; thence S.00°01'53"E., a distance of 155.50 feet; thence S.86°41'32"W., a distance of 183.83 feet; thence S.03°18'28"E., a distance of 54.28 feet; thence 80.73 feet along the arc of a curve to the left, whose radius is 120.00 feet and whose chord bears S.22°34'49"E., a distance of 79.21 feet; thence S.48°08'51"W., a distance of 184.16 feet; thence S.87°54'11"W., along the south line of the NE 1/4, a distance of 1,322.91 feet to the Center of said Section 12; thence N.00°14'13"W., along the said east line of the NW 1/4, a distance of 655.00 feet; thence S.86°45'05"W., a distance of 761.19 feet; thence N.37°09'44"W., a distance of 687.58 feet; thence N.37°36'03"W., a distance of 309.67 feet; thence N.52°23'57"E., a distance of 193.18 feet; thence N.37°36'03"W., a distance of 33.22 feet; thence 59.03 feet along the arc of a curve to the right, whose radius is 230.00 feet and whose chord bears N.30°14'55"W., a distance of 58.87 feet; thence N.22°53'46"W., a distance of 85.52 feet; thence N.67°06'14"E., a distance of 155.92 feet; thence N.52°23'57"E., a distance of 179.34 feet; thence N.70°26'39"E., a distance of 215.11 feet; thence N.89°45'47"E., a distance of 800.73 feet to the point of beginning. Said lands contain 2,664,100 square feet (61.16 acres).

Exhibit B
Approved Tree List

Large Trees
Red Maple
Sugar Maple
White Ash
Green Ash
Gingko Biloba (male)
Kentucky Coffeetree
White Oak
Burr Oak
Red Oak
Little Leaf Linden
Redmond Linden
Horse Chestnut
River Birch
White Birch
Shagbark Hickory
Northern Catalpa
Common Hackberry

Small Trees

Serviceberry
Hornbeam (Musclewood)
Crabapple Hybrids
Ironwood (Hop Hornbeam)
Flowering Pear
Japanese Tree Lilac
Pagoda Dogwood
Cockspur Hawthorn
Washington Hawthorn

Trees to Avoid (Invasive Non-Native Species)

Black Locust
Norway Maple
Amur Maple
Siberian Peashrub
Russian Olive
Tatarian Honeysuckle

Many cultivars exist for this species. Cultivars are used for variety among species and improved performance through characteristics: i.e. shape, structure, growth habit, insect/disease resistance, absence/persistence of fruit and color.

DOC# 1153840

Recorded
MAR. 07, 2007 AT 09:30AM
SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Fee Amount: $15.00

Document Number

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FARMSTEAD CREEK SUBDIVISION

Document Title

THIS AMENDMENT ("Amendment") to Declaration of Covenants, Conditions and Restrictions of Farmstead Creek Subdivision is made and entered into by Bielinski Homes, Inc. ("Bielinski").

WITNESSETH:

Bielinski is the Declarant and the owner of lots numbered 1 – 11, 94, 95 and 105-140 which are subject to a Declaration of Covenants, Conditions and Restrictions of Farmstead Creek dated August 31, 2006 recorded in the Office of the Register of Deeds for Washington County, Wisconsin on September 5, 2006 as Document No.1137772 ("Declaration") affecting the real estate described on **Exhibit A** attached hereto.

Recording Area

Name and Return Address:
Timothy J. Voeller, Esq.
Bielinski Homes, Inc.
PO Box 1615
Waukesha, Wisconsin 53187

PIN:

15 3

Bielinski, pursuant to Article 8.1 of the Declaration, as the Declarant and the owner of more than 70% of the lots subject to the Declaration, desires to amend the Declaration to alter Sections 6.9(a) and 6.9(k) of the Declaration.

NOW THEREFORE, the undersigned hereby amends the Declaration as follows:

1. Section 6.9(a) of the Declaration is deleted in its entirety and replaced with the following:

   a) Minimum Square Feet

   Only one single family home may be constructed on each Lot. Homes shall be a minimum of 1200 square feet excluding basements, attics, porches, garages, patios, and similar additions into the calculations.

2. Section 6.9(k) of the Declaration is deleted in its entirety and replaced with the following:

   k) Roof

   A residence shall have a roof of standard 3-tab or architectural grade dimensional shingles. Each home must have a minimum roof pitch ratio of 6:12 on the main body of the roof.

3. Except as otherwise stated herein, the Declaration shall remain unchanged and in full force and effect.

Executed at as of the 6th day of March, 2007.

BIELINSKI HOMES, INC.

By: Harry Bielinski, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 6th day of March, 2007, the above named Harry Bielinski, as President of Bielinski Homes, Inc., to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

NOTARY PUBLIC STATE OF WISCONSIN

Timothy J. Voeller
Notary Public, State of Wisconsin
My commission: is permanent

This instrument was drafted by:
Timothy J. Voeller, Esq.
Bielinski Homes, Inc.

Exhibit A
Legal Description

Being a part of Farmstead Creek, a recorded subdivision, located in the NE 1/4 and NW 1/4 of Section 12, Township 10 North, Range 18 East, Village of Slinger, Washington County, Wisconsin.

Commencing at the North 1/4 corner of said Section 12; thence S.00°14'13"E., along the east line of the NW 1/4, a distance of 715.15 feet to the point of beginning of the hereinafter described lands; thence continue S.00°14'13"E. along said line, a distance of 873.77 feet; thence N.86°22'02"E., a distance of 655.63 feet; thence S.00°14'18"E., a distance of 464.14 feet; thence N.86°41'32"E., a distance of 658.34 feet; thence N.00°01'53"W., a distance of 42.89 feet; thence N.87°51'09"E., a distance of 102.67 feet; thence S.64°23'56"E., a distance of 75.75 feet; thence East, a distance of 102.60 feet; thence S.07°00'30"E., a distance of 216.91 feet; thence S.00°01'53"E., a distance of 155.50 feet; thence S.86°41'32"W., a distance of 183.83 feet; thence S.03°18'28"E., a distance of 54.28 feet; thence 80.73 feet along the arc of a curve to the left, whose radius is 120.00 feet and whose chord bears S.22°34'49"E., a distance of 79.21 feet; thence S.48°08'51"W., a distance of 184.16 feet; thence S.87°54'11"W., along the south line of the NE 1/4, a distance of 1,322.91 feet to the Center of said Section 12; thence N.00°14'13"W., along the said east line of the NW 1/4, a distance of 655.00 feet; thence S.86°45'05"W., a distance of 761.19 feet; thence N.37°09'44"W., a distance of 687.58 feet; thence N.37°36'03"W., a distance of 309.67 feet; thence N.52°23'57"E., a distance of 193.18 feet; thence N.37°36'03"W., a distance of 33.22 feet; thence 59.03 feet along the arc of a curve to the right, whose radius is 230.00 feet and whose chord bears N.30°14'55"W., a distance of 58.87 feet; thence N.22°53'46"W., a distance of 85.52 feet; thence N.67°06'14"E., a distance of 155.92 feet; thence N.52°23'57"E., a distance of 179.34 feet; thence N.70°26'39"E., a distance of 215.11 feet; thence N.89°45'47"E., a distance of 800.73 feet to the point of beginning. Said lands contain 2,664,100 square feet (61.16 acres).

DOC# 1159303

Recorded
MAY 02, 2007 AT 09:30AM
SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Fee Amount: $15.00

Document Number

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FARMSTEAD CREEK SUBDIVISION

Document Title

THIS SECOND AMENDMENT ("Second Amendment") to Declaration of Covenants, Conditions and Restrictions of Farmstead Creek Subdivision is made and entered into by Bielinski Homes, Inc. ("Bielinski").

153

Recording Area

Name and Return Address:
Timothy J. Voeller, Esq.
Bielinski Homes, Inc.
PO Box 1615
Waukesha, Wisconsin 53187

PIN:

WITNESSETH:

Bielinski is the Declarant and the owner of lots numbered 1 – 11, 94, 95 and 105-140 which are subject to a Declaration of Covenants, Conditions and Restrictions of Farmstead Creek dated August 31, 2006 recorded in the Office of the Register of Deeds for Washington County, Wisconsin on September 5, 2006 as Document No.1137772 as previously amended by an amendment recorded on March 7, 2007 as Document No. 1153840 (as amended, the "Declaration") affecting the real estate described on **Exhibit A** attached hereto.

Bielinski, pursuant to Article 8.1 of the Declaration, as the Declarant and the owner of more than 70% of the lots subject to the Declaration, desires to amend the Declaration to alter Section 6.9(a) of the Declaration.

NOW THEREFORE, the undersigned hereby amends the Declaration as follows:

1. Section 6.9(a) of the Declaration is deleted in its entirety and replaced with the following:

a) Minimum Square Feet

Only one single family home may be constructed on each Lot. Homes shall have the following minimum sizes excluding basements, attics, porches, garages, patios, and similar additions into the calculations.

1 Story and split-levels:	1300 Square Feet
1 ½ Story and 2 Story:	1500 Square Feet

2. Except as otherwise stated herein, the Declaration shall remain unchanged and in full force and effect.

Executed at as of the 26th day of April, 2007.

BIELINSKI HOMES, INC.

By: _____
Frank Bielinski, ~~Vice President~~

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 26th day of April, 2007, the above named Frank Bielinski, as Vice President of Bielinski Homes, Inc., to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

_____
Timothy J. Voeller
Notary Public, State of Wisconsin
My commission: is permanent

This instrument was drafted by:
Timothy J. Voeller, Esq.
Bielinski Homes, Inc.

Exhibit A
Legal Description

Being a part of Farmstead Creek, a recorded subdivision, located in the NE 1/4 and NW 1/4 of Section 12, Township 10 North, Range 18 East, Village of Slinger, Washington County, Wisconsin.

Commencing at the North 1/4 corner of said Section 12; thence S.00°14'13"E., along the east line of the NW 1/4, a distance of 715.15 feet to the point of beginning of the hereinafter described lands; thence continue S.00°14'13"E. along said line, a distance of 873.77 feet; thence N.86°22'02"E., a distance of 655.63 feet; thence S.00°14'18"E., a distance of 464.14 feet; thence N.86°41'32"E., a distance of 658.34 feet; thence N.00°01'53"W., a distance of 42.89 feet; thence N.87°51'09"E., a distance of 102.67 feet; thence S.64°23'56"E., a distance of 75.75 feet; thence East, a distance of 102.60 feet; thence S.07°00'30"E., a distance of 216.91 feet; thence S.00°01'53"E., a distance of 155.50 feet; thence S.86°41'32"W., a distance of 183.83 feet; thence S.03°18'28"E., a distance of 54.28 feet; thence 80.73 feet along the arc of a curve to the left, whose radius is 120.00 feet and whose chord bears S.22°34'49"E., a distance of 79.21 feet; thence S.48°08'51"W., a distance of 184.16 feet; thence S.87°54'11"W., along the south line of the NE 1/4, a distance of 1,322.91 feet to the Center of said Section 12; thence N.00°14'13"W., along the said east line of the NW 1/4, a distance of 655.00 feet; thence S.86°45'05"W., a distance of 761.19 feet; thence N.37°09'44"W., a distance of 687.58 feet; thence N.37°36'03"W., a distance of 309.67 feet; thence N.52°23'57"E., a distance of 193.18 feet; thence N.37°36'03"W., a distance of 33.22 feet; thence 59.03 feet along the arc of a curve to the right, whose radius is 230.00 feet and whose chord bears N.30°14'55"W., a distance of 58.87 feet; thence N.22°53'46"W., a distance of 85.52 feet; thence N.67°06'14"E., a distance of 155.92 feet; thence N.52°23'57"E., a distance of 179.34 feet; thence N.70°26'39"E., a distance of 215.11 feet; thence N.89°45'47"E., a distance of 800.73 feet to the point of beginning. Said lands contain 2,664,100 square feet (61.16 acres).

DOC# 1177070

Recorded
Nov. 27, 2007 AT 09:30AM
SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Fee Amount: $15.00

Document Number

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FARMSTEAD CREEK SUBDIVISION

Document Title

THIS THIRD AMENDMENT ("Third Amendment") to Declaration of Covenants, Conditions and Restrictions of Farmstead Creek Subdivision is made and entered into by Bielinski Homes, Inc. ("Bielinski").

Recording Area

Name and Return Address:
Timothy J. Voeller, Esq.
Bielinski Homes, Inc.
PO Box 1615
Waukesha, Wisconsin 53187

PIN:

WITNESSETH:

Bielinski is the Declarant and the owner of lots numbered 1 – 9, 11, 94, 95, 105, 107-110, and 112-140 which are subject to a Declaration of Covenants, Conditions and Restrictions of Farmstead Creek dated August 31, 2006 recorded in the Office of the Register of Deeds for Washington County, Wisconsin on September 5, 2006 as Document No.1137772 as previously amended by an amendment recorded on March 7, 2007 as Document No. 1153840 and by an amendment recorded on May 2, 2007 as Document No. 1159303 (as amended, the "Declaration") affecting the real estate described on **Exhibit A** attached hereto.

Bielinski, pursuant to Article 8.1 of the Declaration, as the Declarant and the owner of more than 70% of the lots subject to the Declaration, desires to amend the Declaration to alter Section 6.9(a) of the Declaration.

NOW THEREFORE, the undersigned hereby amends the Declaration as follows:

1. Section 6.9(a) of the Declaration is deleted in its entirety and replaced with the following:

a) Minimum Square Feet

Only one single family home may be constructed on each Lot. Homes shall have the following minimum sizes excluding basements, attics, porches, garages, patios, and similar additions into the calculations.

1 Story and split-levels:	1200 Square Feet
1 ½ Story and 2 Story:	1400 Square Feet

2. Except as otherwise stated herein, the Declaration shall remain unchanged and in full force and effect.

Executed at as of the 19th day of November, 2007.

BIELINSKI HOMES, INC.

By: _____
Frank Bielinski, Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 19th day of November, 2007, the above named Frank Bielinski, as Vice President of Bielinski Homes, Inc., to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

_____
Timothy J. Voeller
Notary Public, State of Wisconsin
My commission: is permanent

This instrument was drafted by:
Timothy J. Voeller, Esq.
Bielinski Homes, Inc.

Exhibit A

Legal Description

Being a part of Farmstead Creek, a recorded subdivision, located in the NE 1/4 and NW 1/4 of Section 12, Township 10 North, Range 18 East, Village of Slinger, Washington County, Wisconsin.

Commencing at the North 1/4 corner of said Section 12; thence S.00°14'13"E., along the east line of the NW 1/4, a distance of 715.15 feet to the point of beginning of the hereinafter described lands; thence continue S.00°14'13"E. along said line, a distance of 873.77 feet; thence N.86°22'02"E., a distance of 655.63 feet; thence S.00°14'18"E., a distance of 464.14 feet; thence N.86°41'32"E., a distance of 658.34 feet; thence N.00°01'53"W., a distance of 42.89 feet; thence N.87°51'09"E., a distance of 102.67 feet; thence S.64°23'56"E., a distance of 75.75 feet; thence East, a distance of 102.60 feet; thence S.07°00'30"E., a distance of 216.91 feet; thence S.00°01'53"E., a distance of 155.50 feet; thence S.86°41'32"W., a distance of 183.83 feet; thence S.03°18'28"E., a distance of 54.28 feet; thence 80.73 feet along the arc of a curve to the left, whose radius is 120.00 feet and whose chord bears S.22°34'49"E., a distance of 79.21 feet; thence S.48°08'51"W., a distance of 184.16 feet; thence S.87°54'11"W., along the south line of the NE 1/4, a distance of 1,322.91 feet to the Center of said Section 12; thence N.00°14'13"W., along the said east line of the NW 1/4, a distance of 655.00 feet; thence S.86°45'05"W., a distance of 761.19 feet; thence N.37°09'44"W., a distance of 687.58 feet; thence N.37°36'03"W., a distance of 309.67 feet; thence N.52°23'57"E., a distance of 193.18 feet; thence N.37°36'03"W., a distance of 33.22 feet; thence 59.03 feet along the arc of a curve to the right, whose radius is 230.00 feet and whose chord bears N.30°14'55"W., a distance of 58.87 feet; thence N.22°53'46"W., a distance of 85.52 feet; thence N.67°06'14"E., a distance of 155.92 feet; thence N.52°23'57"E., a distance of 179.34 feet; thence N.70°26'39"E., a distance of 215.11 feet; thence N.89°45'47"E., a distance of 800.73 feet to the point of beginning. Said lands contain 2,664,100 square feet (61.16 acres).

DOC# 1185895

Recorded
Mar. 14, 2008 AT 09:30AM
SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Fee Amount: $15.00

Document Number

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FARMSTEAD CREEK SUBDIVISION

Document Title

THIS FOURTH AMENDMENT ("Fourth Amendment") to Declaration of Covenants, Conditions and Restrictions of Farmstead Creek Subdivision is made and entered into by Bielinski Homes, Inc. ("Bielinski").

WITNESSETH:

Bielinski is the Declarant and the owner of lots numbered 1 - 9, 11, 94, 95, 107-109, 112-119 and 121-140 which are subject to a Declaration of Covenants, Conditions and Restrictions of Farmstead Creek dated August 31, 2006 recorded in the Office of the Register of Deeds for Washington County, Wisconsin on September 5, 2006 as Document No.1137772 as previously amended by an amendment recorded on March 7, 2007 as Document No. 1153840 and by an amendment recorded on May 2, 2007 as Document No. 1159303 and by an amended recorded on November 27, 2007 as Document No. 1177070 (as amended, the "Declaration") affecting the real estate described on **Exhibit A** attached hereto.

Recording Area 15.3

Name and Return Address:

Timothy J. Voeller, Esq.
Bielinski Homes, Inc.
PO Box 1615
Waukesha, Wisconsin 53187

PIN:

Bielinski, pursuant to Article 8.1 of the Declaration, as the Declarant and the owner of more than 70% of the lots subject to the Declaration, desires to amend the Declaration to alter Section 6.9(a) of the Declaration.

NOW THEREFORE, the undersigned hereby amends the Declaration as follows:

1. Section 6.9(a) of the Declaration is deleted in its entirety and replaced with the following:

"a) **Minimum Square Feet**

Only one single family home may be constructed on each Lot. Homes shall have the following minimum size excluding basements, attics, porches, garages, patios, and similar additions into the calculations:

1 Story and split-levels:	1200 Square Feet
1 ½ Story and 2 Story:	1200 Square Feet (first floor must consist of a minimum of 700 Square Feet)."

2. Except as otherwise stated herein, the Declaration shall remain unchanged and in full force and effect.

Executed at as of the 11th day of March, 2008.

BIELINSKI HOMES, INC.

By: _____
Frank Bielinski, Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 11th day of March, 2008, the above named Frank Bielinski, as Vice President of Bielinski Homes, Inc., to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

_____
Timothy J. Voeller
Notary Public, State of Wisconsin
My commission: is permanent

This instrument was drafted by:
Timothy J. Voeller, Esq.
Bielinski Homes, Inc.

Exhibit A
Legal Description

Being a part of Farmstead Creek, a recorded subdivision, located in the NE 1/4 and NW 1/4 of Section 12, Township 10 North, Range 18 East, Village of Slinger, Washington County, Wisconsin.

Commencing at the North 1/4 corner of said Section 12; thence S.00°14'13"E., along the east line of the NW 1/4, a distance of 715.15 feet to the point of beginning of the hereinafter described lands; thence continue S.00°14'13"E. along said line, a distance of 873.77 feet; thence N.86°22'02"E., a distance of 655.63 feet; thence S.00°14'18"E., a distance of 464.14 feet; thence N.86°41'32"E., a distance of 658.34 feet; thence N.00°01'53"W., a distance of 42.89 feet; thence N.87°51'09"E., a distance of 102.67 feet; thence S.64°23'56"E., a distance of 75.75 feet; thence East, a distance of 102.60 feet; thence S.07°00'30"E., a distance of 216.91 feet; thence S.00°01'53"E., a distance of 155.50 feet; thence S.86°41'32"W., a distance of 183.83 feet; thence S.03°18'28"E., a distance of 54.28 feet; thence 80.73 feet along the arc of a curve to the left, whose radius is 120.00 feet and whose chord bears S.22°34'49"E., a distance of 79.21 feet; thence S.48°08'51"W., a distance of 184.16 feet; thence S.87°54'11"W., along the south line of the NE 1/4, a distance of 1,322.91 feet to the Center of said Section 12; thence N.00°14'13"W., along the said east line of the NW 1/4, a distance of 655.00 feet; thence S.86°45'05"W., a distance of 761.19 feet; thence N.37°09'44"W., a distance of 687.58 feet; thence N.37°36'03"W., a distance of 309.67 feet; thence N.52°23'57"E., a distance of 193.18 feet; thence N.37°36'03"W., a distance of 33.22 feet; thence 59.03 feet along the arc of a curve to the right, whose radius is 230.00 feet and whose chord bears N.30°14'55"W., a distance of 58.87 feet; thence N.22°53'46"W., a distance of 85.52 feet; thence N.67°06'14"E., a distance of 155.92 feet; thence N.52°23'57"E., a distance of 179.34 feet; thence N.70°26'39"E., a distance of 215.11 feet; thence N.89°45'47"E., a distance of 800.73 feet to the point of beginning. Said lands contain 2,664,100 square feet (61.16 acres).

ASSOCIATION DEVELOPER MANAGEMENT AGREEMENT

"Association": Farmstead Creek Homeowners Association, Inc. Address: PO Box 1615, Waukesha, WI 53187 "Expenditure Limit": $1,000.00 "Fee": $4,500 per year or $375 per month	"Term": Beginning date: October 12, 2006 Ending date: Date Bielinski Declarant ceases control over Association "Meetings": All annual owner meetings and all board of director meetings

This Agreement is entered into this October 12, 2006, by and between Bielinski Management, Inc., ("BMI") and the above named Association. In consideration of the mutual terms and conditions set forth in this Agreement, the parties hereto agree as follows:

I. FINANCIAL MANAGEMENT

A. *ASSESSMENT COLLECTION.* BMI is hereby authorized to request, demand, collect, receive and offer receipt for any and all assessments, rents, dues, fees and other sums which may at any time be or become due to the Association and to take such action in the name of the Association by legal process or otherwise as may be required for the collection of fees and other sums which may at any time be or become due. This includes the authority to take action in the name of the Association by way of legal process to collect the same upon approval by the Association's Board of Directors. Each month included with the financial report, BMI shall furnish the Association with an itemized list of all accounts which were delinquent as of the end of the then prior month. BMI shall not be liable for any rents, assessments, fees or other sums which it is unable to collect. BMI shall not provide collection services on behalf of the Association but shall use its best efforts and, upon request of the Association, will arrange for legal services to be taken on behalf of the Association.

B. *BANK ACCOUNTS.* BMI shall establish and maintain a separate bank account as agent of the Association for the deposit of the money of the Association with authority to draw thereon for any payments to be made by BMI to discharge liabilities or obligations as well as for the payment of the Fee due to BMI. All costs associated with maintaining such account shall be an operating expense charged to and paid by the Association. BMI shall have full authority over any account which it opens on behalf of the Association. Copies of all bank statements shall be available to the Association monthly.

C. *ACCOUNTING.* BMI shall maintain a record of income, expenses, assets and other liabilities of the Association utilizing the cash or accrual method of accounting. BMI may utilize its computerized payable system, which includes computer printed Association checks. The Association shall be responsible for providing initial financial records with audited or otherwise verified opening balances for both assessments and general ledger accounts.

D. *BUDGET PREPARATION.* BMI shall prepare and submit to the Association, 60 days prior to the beginning of the new fiscal year, a recommended operating budget for that fiscal year showing anticipated receipts and expenditures. Adoption of each budget by the Association shall occur at least 30 days prior to its effective date.

E. *ASSESSMENT BILLING.* BMI will provide annual dues statements for payment. BMI will provide delinquency notices to all delinquent Association members on a monthly basis.

F. *ASSESSMENT COLLECTION AND RECORDS.* BMI shall maintain a record of assessment charges, adjustments and receipts and include them in the financial reports. This information will also show the name of each unit owner in the Association, their unit number and the monthly charges for assessments.

G. *DELINQUENCY PROCESSING.* Upon request by the Association, BMI shall work with the Board of Directors to develop a delinquency policy and procedure for the Association. BMI will administer the delinquency procedure by charging late fees, securing legal counsel to represent and work for the Association, at the Association's expense, and answering questions regarding accounts. BMI shall prepare delinquency rolls containing the delinquent owners' names, unit numbers and balances owing to Association on a monthly basis.

H. *INVOICE/DISBURSEMENT PROCEDURES.* BMI will receive, review, and approve invoices and other bills received by the Association; prepare checks for payments of approved Association expenses as permitted, and maintain vendor files with attached checks, copies and invoices.

I. *FINANCIAL STATEMENTS.* BMI will prepare and maintain the records necessary to produce monthly computerized financial statements and provide the Association with copies of the balance sheets, income statements,

cash disbursements summaries and delinquency reports. Upon the calendar year-end closing, BMI will prepare for the Association a year-end cumulative report. Due to the nature and extent of the financial reports being provided by BMI, the Association understands the reports may not be available until April 1st of the new year.

J. *TAX PREPARATION/AUDIT.* BMI will cooperate with the Association's independent certified public accountant in the annual audit and/or tax preparation by making all records, books and files available for inspection and review by the certified public accountant, review the resulting audit and make the certified public accountant's recommended adjustments to the Association's records.

K. *INVESTMENTS.* Although BMI will not offer any investment advice, it will assist the Association in obtaining the appropriate information necessary to develop an investment program utilizing savings account, money market funds or other investment products. BMI will gather the information for review by the Association, but cannot endorse any specific investment products. BMI will assist the Association in preparation of necessary documents required by banking and investment institutions and further implement the investment program selected by the Association for reserves and other funds, as cash flow demands allow.

II. ADMINISTRATIVE MANAGEMENT

A. *FILES AND RECORDS.* The Association is responsible for providing BMI with complete copies of all governing documents (including declarations, by-laws, rules and regulations together with all amendments or supplements thereto), current resolutions, current and accurate financial information, a current roll of members, owners or tenants, plus other pertinent information requested by BMI, as may be necessary to assist BMI in performing its obligations hereunder. BMI, at its option, may utilize its own organization system with the records it receives and maintains. Originals of all records will be maintained by BMI. BMI will develop and maintain a filing system of the Association's important papers, such as contracts, resident communications, public agency filings, financial information and other information which may be important in future decision making by the Association. BMI will make the Association's routine books and records available for inspection by any owner upon reasonable notice during regular business hours. At the end of this agreement all original documents and records will be turned over to the Association. It is expressly understood that all documents and records are the property of the Association.

B. *CORRESPONDENCE.* BMI will prepare or advise the Association in the preparation of general correspondence dealing with business matters between the Association and residents, contractors, agents, government officials, or other entities. BMI will maintain files for all such correspondence. BMI will arrange for the mailing or other distribution of notices required by the Association's governing documents or as may be directed by the Association. The Association shall promptly respond to all inquiries, requests and actions requested by BMI. All notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally or when deposited in the United States mail, registered or certified, postage prepaid, and addressed to the parties at the addresses listed above.

C. *INSURANCE CLAIM ADMINISTRATION.* BMI will assist the Association in the selection of an insurance broker and aid the Association and its broker in placing insurance as required by the governing documents of the Association, or as otherwise decided by the board of directors. BMI will provide administrative oversight of insurance claims.

D. *RULES ADMINISTRATION.* BMI will assist the Association in the development of reasonable and enforceable rules by coordinating with the Board of Directors, or a separate rule committee, and legal counsel. BMI will notify homeowners of any rule violations, as may be determined by the Board of Directors, and take such other actions as may be consistent with Association policy to assist the Association in the administration of its governing documents.

E. *POLICY DEVELOPMENT.* BMI will inform the Association concerning significant legislation, insurance, financial practices, court decisions, or other such changes in the laws pertaining to community associations which may come to the attention of BMI. BMI will work with the Board of Directors and offer advice and direction to the Association regarding their governing procedures and the responsibilities of the Board of Directors.

F. *LOT TRANSITION SERVICES.* BMI will provide basic information about the Association as requested by a member who wishes to sell or refinance his/her lot, a prospective buyer or their real estate agents. BMI will prepare resale disclosures certificates, refinancing forms and any other information as may be required or requested, on behalf of any lot owner which desires to sell or refinance a lot; the costs for processing such disclosures or forms are not included in the Fee but shall be the responsibility of the selling or refinancing party. BMI shall attempt to

use the most current information available to it; however, the Association shall indemnify BMI for any claim, action or suit by a member of the Association alleging errors or omissions in a resale disclosure statement. BMI will not charge Bielinski Homes or any related entity ("Bielinski Homes") for the preparation of any documents by BMI in connection with the sale of a lot or property by Bielinski Homes.

G. *PROFESSIONAL SERVICES COORDINATION.* BMI will provide assistance to the Association in selection of consultants to accomplish specialized functions for the Association in the areas of engineering, law, public accounting and other needs of the Association and fully cooperate with those consultants as may be retained.

III. PROPERTY MANAGEMENT

A. *SERVICES REQUEST PROCESSING.* BMI will receive and record reasonable service requests for repairs or maintenance of the common elements, as may be consistent with established policy, and as agreed upon with the Board of Directors. This may include arranging for prompt and satisfactory response (within 48 hours) to service requests for maintenance or repairs as permitted by Association policy and budget limitations.

B. *CONTRACTOR BIDDING PROCEDURES.* BMI will assist the Association in undertaking a competitive bidding process for non-emergency services. This assistance may include finding contractors for the various projects, receiving bids and other contractor information and submission of the information to the Board of Directors.

C. *CONTRACT DEVELOPMENT.* BMI will assist the Association in selection of contractors for frequent or continuing services. This service may include obtaining bid information, insurance certificates, and contracts. Pursuant to the budget approved by the Board of Directors, BMI is authorized to enter into contracts in the name of the Association or in its name on behalf of the Association, and to place orders for such services, equipment, tools, appliances, materials and supplies as are necessary to maintain the buildings and property of the Association. BMI can also arrange for legal counsel to review the contracts presented to the Association in order to help the Association protect its interests; however, should the Association elect to omit legal review of its contracts, BMI shall not be responsible for the legal consequences of any agreement entered into on behalf of the Association.

D. *SERVICE CONTRACTORS.* BMI will assist the Association by meeting with or otherwise communicating the Association's directions to the providers of recurring services, such as landscape maintenance professionals, janitorial service providers, snowplowers, as well as any other contractors consistently providing services to the Association.

E. *MEETING ATTENDANCE.* BMI shall attend the number of regularly scheduled meetings set forth above under "Meetings." BMI will support the operation of the meetings by providing the necessary materials, personnel and helping the board of directors with any procedural questions which they may have.

F. *EXPENDITURE LIMITS.* BMI is authorized to make disbursements, expenditure commitments and enter into contracts related to its responsibilities to the Association up to the Expenditure Limit set forth above, without prior approval from the Association. The Association grants BMI this authority without limit in those situations requiring emergency repairs or services involving danger to life or property which may be immediately necessary for the preservation and safety of the property or its residents. In all such cases, BMI shall make a reasonable effort to minimize costs and to consult with a member of the board of directors in a timely fashion.

IV. COMPENSATION/TERMINATION

A. *COMPENSATION.* For the services specified in this Agreement, the Association shall pay to BMI the monthly fee identified above as "Fee". The Fee is due and payable by the end of each month during the Term of this Agreement. BMI is authorized to tender this payment, and any costs or charges it is due in excess of the Fee, to itself from the Association's bank account.

B. *TERM/TERMINATION.* Unless terminated pursuant to any provisions contained within this Agreement shall be effective for the Term set forth above. During the term either party hereto may terminate this contract with a 90 day written notice, with or without cause and without penalty. Upon termination, the parties shall account to each other with respect to all matters outstanding. BMI shall freely yield the Association's records as soon as possible after termination but no later than thirty days after the effective date of termination. Either party may terminate this Agreement without notice to the other in the event a petition in bankruptcy or corporate reorganization is filed by or against BMI or the Association. The provisions of this paragraph shall survive termination of this Agreement.

V. MISCELLANEOUS

A. *LIABILITY.* Except for damages or injuries caused by the negligence or willful misconduct of BMI, its agents, or its employees, the Association shall indemnify and hold BMI harmless for all damages, liabilities, claims, suits, costs and expenses sustained by BMI when carrying out the provisions of this Agreement, acting under the express direction of the Association or as a result of the actions or inaction of the Association, its contractors, members or its employees. BMI shall indemnify and hold the Association harmless for all damages, liabilities, claims, suits, costs and expenses that arise due to the BMI's negligence or willful misconduct.

B. *INSURANCE.* BMI shall maintain liability and business insurance in force for the entire Term of this Agreement in the amount not to be less than $200,000.00.

C. *COMPLIANCE.* BMI may take such action as may be necessary to comply promptly with any and all orders or requirements affecting the buildings or land of the Association by any federal, state, county or municipal authority having jurisdiction thereover and any other legal orders. However, BMI shall not be responsible for the Association's compliance with any federal, state or local laws and the Association hereby acknowledges that it is solely responsible to maintain itself in strict legal compliance with all federal, state and local laws, rules, orders and regulations of any type. Should the Association fail to operate itself in strict compliance with all federal, state and local laws or illegally discriminate in any manner, BMI may terminate this Agreement, without notice, as may be required elsewhere in this Agreement.

D. *MODIFICATIONS/AMENDMENTS/HEADINGS.* Timing is of the essence in all matters herein. All hold harmless and indemnification provisions throughout this Agreement shall include costs, disbursements and attorneys' fees incurred by the party who is to be held harmless or indemnified. This Agreement is a final and complete statement of the terms, conditions and representations made by both parties. No modification or amendment shall be binding unless it is reduced to writing and executed by both parties. Should any provisions of this Agreement be found to be unenforceable, they alone shall be stricken and the remaining provisions shall remain as written. The headings in this Agreement are for convenience only and shall not be used in the interpretation of this Agreement. This Agreement shall be interpreted under the laws of the State of Wisconsin and any litigation between the parties hereto shall be venued in Waukesha County, Wisconsin.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first written above.

Association:
Farmstead Creek Homeowners Association, Inc.

By: _____
Its: President

BMI:
Bielinski Management, Inc.

By: _____
Its: _____

CONSENT TO ACTION BY BIELINSKI HOMES, INC.

The undersigned, the Declarant of Farmstead Creek Subdivision, hereby removes Peter W. Collins from the Board of Directors for the Farmstead Creek Homeowner's Association, Inc. and replaces him with Meg Douglas.

Executed as of the 2nd day of November, 2007.

Bielinski Homes, Inc.

By: _____
Frank Bielinski, ~~Vice~~ President

1382372

RECORDED
May 27, 2015 1:40 PM
SHARON A MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Recording Fee Paid: $30.00

FIFTH AMENDMENT TO DECLARATION OF RESTRICTIONS FOR FARMSTEAD CREEK SUBDIVISION

THIS AMENDMENT, made this 26th day of May, 2015 by FARMSTEAD CREEK HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as "Association") to the original DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FARMSTEAD CREEK SUBDIVISION which was recorded in the office of the Washington County Register of Deeds on the 5th day of September, 2006 as Document No. 1137772 (hereinafter referred to as "Declaration") as previously amended by a Fourth Amendment recorded on March 14, 2008 as Document No. 1185895, a Third Amendment recorded on November 27, 2007 as Document No. 1177070, a Second Amendment recorded on May 2, 2007 as Document No. 1159303 and Amendment recorded on March 7, 2007 as Document No. 1153840, all pertaining to that certain real estate described in said Declaration, which said legal description set forth on Exhibit A attached hereto.

3

Return To: Richard A. Rechlicz, Esq.
Rechlicz & Hanson, LLP
N88 W15125 Main St, Ste 201
Menomonee Falls, WI 53051

WHEREAS, Association desires to amend said Declaration to clarify certain provisions in said Declaration, as recorded;

NOW, THEREFORE, under and pursuant to Article 8 of the Declaration of Restrictions for Farmstead Creek Subdivision, said Declaration is hereby amended as follows:

1. Section 6.9 a) shall be amended as follows:

   Only one (1) single family home shall be constructed on each lot. Homes shall have the following minimum sizes excluding basements, attics, porches, garages, patios and similar additions into the calculations.

1 story and split-levels:	1375 Square Feet
1 1/2 Story and 2 Story:	1600 Square Feet

2. Section 6.9 f) shall be amended as follows:

   Driveways shall be paved not later than twelve (12) months of Owner's receipt of an occupancy permit. The driveway shall be paved with concrete and shall be installed no closer than three (3) feet from the side lot boundary lines. Each lot shall be restricted to only one (1) driveway.

3. Section 6.9 k) shall be amended as follows:

   A residence shall have a roof of architectural grade dimensional shingles. Each home shall have a minimum roof pitch ration of 6:12 on the main body of the roof.

4. Section 6.9 o) shall be amended to be intentionally left blank such that this requirement shall not apply.

IN WITNESS WHEREOF, Association has caused this Amendment to the Declaration of Covenants, Conditions and Restrictions of Farmstead Creek Subdivision to be executed this 26th day of May, 2015.

FARMSTEAD CREEK HOMEOWNERS ASSOCIATION, INC.

By: FARMSTEAD CREEK DEVELOPMENT, LLC (as to Declarant owned lots)

D&S WEYER NO. II, LLC (Member)
By: THE 2009 IRREVOCABLE TRUST FBO DONALD R. WEYER, MEMBER

By: Donald R. Weyer Member (SEAL)
Donald R. Weyer, Trustee

By: David E. Weyer member
David E. Weyer, Member

STATE OF WISCONSIN)
WAUKESHA COUNTY)

Personally came before me this 26th day of May, 2015, the above-named Donald R. Weyer and David E. Weyer to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Lori A. Betlinski

Lori A. Betlinski
Notary Public, State of Wisconsin
My Commission expires 11/29/2015

NOTARY PUBLIC
LORI A. BETLINSKI
STATE OF WISCONSIN

This instrument was drafted by:

Richard A. Rechlicz, Esq.
Rechlicz & Hanson, LLP
N88 W15125 Main Street, Suite 201
Menomonee Falls, WI 53051
Phone: 262-251-2245
State Bar No. 1016926

Exhibit A
Legal Description

Being a part of Farmstead Creek, a recorded subdivision, located in the NE 1/4 and NW 1/4 of Section 12, Township 10 North, Range 18 East, Village of Slinger, Washington County, Wisconsin.

Commencing at the North 1/4 corner of said Section 12; thence S.00°14'13"E., along the east line of the NW 1/4, a distance of 715.15 feet to the point of beginning of the hereinafter described lands; thence continue S.00°14'13"E. along said line, a distance of 873.77 feet; thence N.86°22'02"E., a distance of 655.63 feet; thence S.00°14'18"E., a distance of 464.14 feet; thence N.86°41'32"E., a distance of 658.34 feet; thence N.00°01'53"W., a distance of 42.89 feet; thence N.87°51'09"E., a distance of 102.67 feet; thence S.64°23'56"E., a distance of 75.75 feet; thence East, a distance of 102.60 feet; thence S.07°00'30"E., a distance of 216.91 feet; thence S.00°01'53"E., a distance of 155.50 feet; thence S.86°41'32"W., a distance of 183.83 feet; thence S.03°18'28"E., a distance of 54.28 feet; thence 80.73 feet along the arc of a curve to the left, whose radius is 120.00 feet and whose chord bears S.22°34'49"E., a distance of 79.21 feet; thence S.48°08'51"W., a distance of 184.16 feet; thence S.87°54'11"W., along the south line of the NE 1/4, a distance of 1,322.91 feet to the Center of said Section 12; thence N.00°14'13"W., along the said east line of the NW 1/4, a distance of 655.00 feet; thence S.86°45'05"W., a distance of 761.19 feet; thence N.37°09'44"W., a distance of 687.58 feet; thence N.37°36'03"W., a distance of 309.67 feet; thence N.52°23'57"E., a distance of 193.18 feet; thence N.37°36'03"W., a distance of 33.22 feet; thence 59.03 feet along the arc of a curve to the right, whose radius is 230.00 feet and whose chord bears N.30°14'55"W., a distance of 58.87 feet; thence N.22°53'46"W., a distance of 85.52 feet; thence N.67°06'14"E., a distance of 155.92 feet; thence N.52°23'57"E., a distance of 179.34 feet; thence N.70°26'39"E., a distance of 215.11 feet; thence N.89°45'47"E., a distance of 800.73 feet to the point of beginning. Said lands contain 2,664,100 square feet (61.16 acres).

FARMSTEAD CREEK

Owners Association

13400 Bishops Lane, Suite 270, Brookfield, WI 53005

April 21, 2014

Dear Farmstead Creek Owner,

Over the course of the last year, the development rights and ownership of the undeveloped lands associated with the Farmstead Creek Homeowners Association have been acquired by Water Street Land LLC. They have retained Point Real Estate to provide the Association management duties for the 2014 calendar year. Because of the timing of the transfer and the need to get up to speed with what had been done in the past, the Annual Meeting, which would normally have been held the last week of March, was put on hold.

In the meantime, the Association's insurance policy from 3/1/14 – 3/1/15 has been renewed and is in force. We have also worked out a maintenance agreement with a landscape maintenance contractor for maintaining all Association related landscaped areas. From this, the enclosed 2014 Budget was developed and approved by the Board of the Association. The annual dues for 2014 will remain at $100 per lot. As a reminder, the dues cover the cost of maintenance for the entry landscaping, open space, monument maintenance, property insurance, accounting/management/administration of the association, supplies and reserves.

Please remit payment within 30 days from the date of the invoice. You may make the check payable to the Farmstead Creek Homeowner's Association ~~Inc. and mail to the Association~~ address above. Make sure your lot number is visible somewhere on the check so it is deposited correctly. Also, complete and return the attached address update form only if the current owner's address or name is incorrect.

Should you have any questions regarding the budget or concerns about the site maintenance, feel free to contact the Association at (262) 373-7389 or by email at hoa@pointre.com.

Sincerely,

Robert K. Stelter
Senior VP of Development & Construction
For the Homeowner's Association

encl.

Farmstead Creek
2014 Budget
18-Apr-14

Category	2014 Budget
Annual Landscaping Maintenance	3,000
Mulch	500
Snow Removal	1,500
Landscape Improvements	1,000
Reserve Payments	1,500
Management & Administration	4,500
Accounting Fee	w/above
Insurance	300
General Admin Expenses	100
Postage	100
Copies	100
Contingency	1,400
	0
Totals	**14,000**

2013 Association Dues

Number of Lots	**140**
Cost per Lot	**$100**

Address/Owner Update Form

In order to keep our records and mailing lists current, please complete and return this form in the event of a change in ownership or owner's mailing address.

Please return to:
Farmstead Creek Owners Assoc.
Attn: Jan Hills
13400 Bishops Lane, Suite 270
Brookfield, WI 53005

or fax to:

Attn: Jan Hills

Fax: 262-364-5545

or email to: jhills@mlgcompanies.com

Updated Information:

Subdivision: _____

Lot # (or address if lot # is unknown): _____

_____

Owner's Name: _____

Mailing Address: _____
(If not same as above)

_____

Phone #: _____

E-mail : _____

1394326

RECORDED
November 17, 2015 2:20 PM
SHARON A MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Recording Fee Paid: $30.00

Document Number

Sixth Amendment to Declaration of Covenants, Conditions and Restrictions of Farmstead Creek Subdivision , Concerning Storm Water Management Practice Maintenance

Document Title

Farmstead Creek Development, LLC, is the Declarant as defined in Section 1.9 of the Declaration of Covenants, Conditions and Restrictions of Farmstead Creek Subdivision recorded on or about September 5, 2006, in the office of the Washington County Register of Deeds as Document No. 1137772 (hereinafter "Declaration"), having been assigned such rights pursuant to Section 14.7 of the Declaration, which assignment is recorded in the office of the Washington County Register of Deeds as Document Nos. 1368854 and 1368877.

At the time of recording this Amendment there are 140 lots within the Farmstead Creek Subdivision land, and the Declarant owns 88 of such lots. The Declarant has three votes for each lot that it owns, pursuant to Section 8.1 of the Declaration, and therefore the signatories hereto have 83.5 percent of the total votes allocated to the lots of the subdivision, which is significantly more than 70 percent, and therefore the Declarant may amend the Declaration pursuant to Section 8.1 of the Declaration.

Section 6.10 of the Declaration requires compliance with the Storm Water Management Plan on file with the Village of Slinger Building Inspector, and this Sixth Amendment implements such plan.

Recording Area

Name and Return Address

Village of Slinger Public Works
300 Slinger Road
Slinger, Wi 53086

Parcel Identification Number (PIN)

10

The Declarant hereby applies the Declaration and this Amendment to all of the lands described in attached Exhibit A. The Declarant has chosen, in its discretion, not to expand the Farmstead Creek Condominium Development into the expansion real estate area described in Condominium Plat No. 694 recorded as Document No. 1149647, but instead has elected to develop such property for single family residential use and hereby extends the Declaration to include such land.

Farmstead Creek Development, LLC, as "Developer" of the Property described in Exhibit A, as required by and in accordance with the Subdivision Development Agreement for Farmstead Creek recorded in the office of the Register of Deeds for Washington County, Wisconsin as Document No. 1125058 and the Subdivision Development Agreement for Farmstead Creek recorded in the office of Register of Deeds for Washington County, Wisconsin as Document No. 1372048 and First Amendment thereto recorded in the office of Register of Deeds for Washington County, Wisconsin as Document No. 1368860 and the Village of Slinger Code of Ordinances, agrees to install and, prior to relinquishing or losing control of the Farmstead Creek Homeowners Association, Inc., maintain storm water management practices on the Property described in Exhibit A in accordance with approved plans and Storm Water Permit conditions, on the Property described in Exhibit A including, but not limited to, the Property owned by Farmstead Creek Homeowners Association, Inc. ("Owner"). The Owner further agrees to the terms stated in this document to ensure that the storm water management practices continue serving the intended functions in perpetuity. This Agreement includes the following exhibits:

Exhibit A: Legal Description of the real estate for which this Agreement applies ("Property").
Exhibits B: Location Map(s) - shows an accurate location of each storm water management practice affected by this Agreement.
Exhibit C: Minimum Maintenance Requirements - prescribes those activities that must be carried out to maintain compliance with this Agreement.

Through this Agreement, the Owner hereby subjects the Property to the following covenants, conditions and restrictions:

1. The Owner shall be responsible for the routine and extraordinary maintenance and repair of the storm water management practice(s) identified in Exhibit B.
2. The current Owner shall be solely responsible for maintenance and repair of the storm water management practices and drainage easements in accordance with the maintenance plan contained in Exhibit C.
3. Upon written notification by Village of Slinger or their designee, the Owner shall, at their own cost and within a reasonable time period determined by the Village of Slinger, have an inspection of the storm water management practice conducted by a qualified professional, file a report with the Village of Slinger and complete any maintenance or repair work recommended in the report. The Owner shall be liable for the failure to undertake any maintenance or repairs.
4. In addition, and independent of the requirements under paragraph 3 above, the Village of Slinger, or its designee, is authorized to access the property as necessary to conduct inspections of the storm water management practices or drainage easements to ascertain compliance with the intent of this Agreement and the activities prescribed in Exhibit C and any applicable addenda that are subsequently recorded regarding this Agreement. The Village of Slinger may require work to be done which differs from the report described in paragraph 3 above, if the Village of Slinger reasonably concludes that such work is necessary and consistent with the intent of this agreement. Upon notification by the Village of Slinger of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame determined by the Village of Slinger.
5. If the Owner does not complete an inspection under 3. above or required maintenance or repairs under 4. above within the specified time period, the Village of Slinger is authorized, but not required, to perform the specified inspections, maintenance or repairs, in the case of an emergency situation, as determined by the Village of Slinger, no notice shall be required prior to the Village of Slinger performing emergency maintenance or repairs. The Village of Slinger may levy the costs and expenses of such inspections, maintenance or repair related actions as a special charge against each and every Lot within the Property and collected as such in accordance with the procedures under s. 66.0627 Wis. Stats, or subch. VII of ch. 66 Wis. Stats., including any such amendments as may be made to such statutory provisions from time to time.
6. No changes or amendments to this Storm Water Management Practice Maintenance Agreement may be made without the written approval of the Village of Slinger. The Village of Slinger has the unilateral authority to update this Agreement in accord with State and/or federal requirements based upon any physical modifications to the storm water management practices and drainage easements described herein, by recording an updated Exhibit B and/or an updated Exhibit C in the office of the Washington County Register of Deeds, and giving notice thereof to the Owner.
7. This Agreement shall run with the Property and be binding upon all heirs, successors and assigns. Such heirs, successors and assigns shall be the "Owner" as used herein.
8. Nothing herein shall be interpreted to waive, or to terminate any existing obligations of the Owner, or of the owners of property within any phase of the Farmstead Creek Development, for the maintenance of storm water facilities. In particular, but not to the exclusion of such other obligations as may apply, the maintenance obligations of the recorded Subdivision Development Agreements and the Declaration of Covenants, Conditions and Restrictions of Farmstead Creek Subdivision, including, but not limited to, documents filed with the Washington County Register of Deeds as No. 1125058 and 1137772, continue to apply. In the event of a conflict between this agreement and any other storm water management agreements affecting the Property, the Village Board of the Village of Slinger shall determine which shall apply.

Dated this 17th day of November 2015.

Developer:

Farmstead Creek Development, LLC
By: D&S Weyer No. II, LLC, Member
By: THE 2009 IRREVOCABLE TRUST FBO
DONALD R. WEYER, MEMBER

Donald R. Weyer
(Signature)
Donald R. Weyer, Trustee
(Typed Name)

David E. Weyer, member
(Signature)
David E. Weyer, Member
(Typed Name)

State of Wisconsin) :ss
County of Washington)

Personally came before me this 17th day of November 2015, the above-named Donald R. Weyer and David E. Weyer, to me known to be the party who executed the foregoing instrument and acknowledged the same.

M.M. Wieser
Notary Public, Washington County, WI
My commission expires: 24 Nov 18

Dated this 17th day of November 2015.

Owner:

Farmstead Creek Homeowners Association, Inc.

Donald R. Weyer
(Signature)
Donald R. Weyer, President
(Typed Name)

(Signature)
Rick Knipfer, Secretary
(Typed Name)

State of Wisconsin) :ss
County of Washington)

Personally came before me this 17th day of November, 2015, the above-named Donald R. Weyer and Rick Knipfer, to me known to be the party who executed the foregoing instrument and acknowledged the same.

Notary Public, Washington County, WI
My commission expires: 2/4/2018

This document was drafted by:

Mark Mickelson, P.E.
SEH-Yaggy

501 Maple Avenue
Delafield, WI 53018
B:\MyFiles\Slinger\Farmstead Creek Storm Water Management Practice Maintenance Agr.clean.11-11-15

EXHIBIT A
TO
DEVELOPER'S AGREEMENT
FOR
FARMSTEAD CREEK SUBDIVISION

Parcel I:

Lots 12 thru 93 and 96 thru 104, together with an undivided fractional ownership in Outlots 1, 2, 3 and 5 in FARMSTEAD CREEK, being a replat of Lots 1 through 11, 13 through 22 of Block 1, Lots 1 through 9 of Block 2, and a part of the vacated right of way all of Arken's Lake and Lots 1 and 2 of Certified Survey Map No. 5019 and a part of the Northwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northwest 1/4, the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4, all located in Section 12, in Township 10 North, Range 18 East, Village of Slinger, County of Washington, State of Wisconsin.

Tax Key No: V5 0747-012, V5 0747-013, V5 0747-014, V5 0747-015, V5 0747-016, V5 0747-017, V5 0747-018, V5 0747-019, V5 0747-020, V5 0747-021, V5 0747-022, V5 0747-023, V5 0747-024, V5 0747-025, V5 0747-026, V5 0747-027, V5 0747-028, V5 0747-029, V5 0747-030, V5 0747-031, V5 0747-032, V5 0747-033, V5 0747-034, V5 0747-035, V5 0747-036, V5 0747-037, V5 0747-038, V5 0747-039, V5 0747-040, V5 0747-041, V5 0747-042, V5 0747-043, V5 0747-044, V5 0747-045, V5 0747-046, V5 0747-047, V5 0747-048, V5 0747-049, V5 0747-050, V5 0747-051, V5 0747-052, V5 0747-053, V5 0747-054, V5 0747-055, V5 0747-056, V5 0747-057, V5 0747-058, V5 0747-059, V5 0747-060, V5 0747-061, V5 0747-062, V5 0747-063, V5 0747-064, V5 0747-065, V5 0747-066, V5 0747-067, V5 0747-068, V5 0747-069, V5 0747-070, V5 0747-071, V5 0747-072, V5 0747-073, V5 0747-074, V5 0747-075, V5 0747-076, V5 0747-077, V5 0747-078, V5 0747-079, V5 0747-080, V5 0747-081, V5 0747-082, V5 0747-083, V5 0747-084, V5 0747-085, V5 0747-086, V5 0747-087, V5 0747-088, V5 0747-089, V5 0747-090, V5 0747-091, V5 0747-092, V5 0747-093, V5 0747-096, V5 0747-097, V5 0747-098, V5 0747-099, V5 0747-100, V5 0747-101, V5 0747-102, V5 0747-103, V5 0747-104, V5 0747-141, V5 0747-142, V5 0747-143 and V5 0747-145

Parcel II:

Outlots 6 and 7, in FARMSTEAD CREEK, being a replat of Lots 1 through 11, 13 through 22 of Block 1, Lots 1 through 9 of Block 2, and a part of the vacated right of way all of Arken's Lake and Lots 1 and 2 of Certified Survey Map No. 5019 and a part of the Northwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northwest 1/4, the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4, all located in Section 12, in Township 10 North, Range 18 East, Village of Slinger, County of Washington, State of Wisconsin. EXCEPTING therefrom, those lands platted as Farmstead Creek Condominium by Plat recorded as Document No. 1149647.

Tax Key No: V5 0747-146 and V5 0747-147-999

Parcel III:

Units 1-1 and 1-2, in Building 1, 2-1 and 2-2, in Building 2, 3-1 and 3-2, in Building 3, 4-1 and 4-2, in Building 4, 6-1 and 6-2, in Building 6 and 7-1 and 7-2, in Building 7 in the Farmstead Creek Condominium(s) created by a "Declaration of Condominium" recorded on January 16, 2007, in the Office of the Register of Deeds for Washington County, Wisconsin, as Document No. 1149648, and any amendments and/or corrections thereto. Said land being in the Village of Slinger, County of Washington, Wisconsin.

Tax Key No: V5 0747-147-011, V5 0747-147-012, V5 0747-147-021, V5 0747-147-022, V5 0747-147-031, V5 0747-147-032, V5 0747-147-041, V5 0747-147-042, V5 0747-147-051, V5 0747-147-052, V5 0747-147-061, V5 0747-147-062, V5 0747-147-071 and V5 0747-147-072

V5 0747 0147 011, V5 0747 0147 012, V5 0747 0147 021, V5 0747 0147 022,
V5 0747 0147 031, V5 0747 0147 032, V5 0747 0147 041, V5 0747 0147 042,
V5 0747 0147 051, V5 0747 0147 061, V5 0747 0147 062, V5 0747 0147 071,
V5 0747 0147 072, V5 0747 0147 081, V5 0747 0147 082, V5 0747 0147 091,
V5 0747 0147 092, V5 0747 0147 101, V5 0747 0147 112

Parcel IV:

Outlot 4, in FARMSTEAD CREEK, being a replat of Lots 1 through 11, 13 through 22 of Block 1, Lots 1 through 9 of Block 2, and a part of the vacated right of way all of Arken's Lake and Lots 1 and 2 of Certified Survey Map No. 5019 and a part of the Northwest 1/4, Northeast 1/4 and Southeast 1/4 of the Northwest 1/4, the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4, all located in Section 12, in Township 10 North, Range 18 East, Village of Slinger, County of Washington, State of Wisconsin.

Tax Key No: V5 0747-144
SITUATED ON PARKVIEW LANE

Parcel A:

Being a part of Lot Four (4) of CERTIFIED SURVEY MAP NO. 5090, located in the Northwest One-quarter (1/4) of Section Twelve (12), in Township Ten (10) North, Range Eighteen (18) East, in the Town of Hartford, County of Washington, State of Wisconsin, and recorded in the Office of the Register of Deeds for Washington County, Wisconsin, in Volume 35 of Certified Survey Maps at Page 218, as Document No. 821856.

Commencing at the Southwest corner of said Lot 4; thence North 88°05'18" East, along the South line of said Lot 4, a distance of 252.86 feet to the point of beginning of the hereinafter described lands; thence 18.39 feet along the arc of a curve to the left, whose radius is 257.00 feet and whose chord bears North 57°53'50" East, a distance of 18.38 feet; thence North 55°55'27" East, a distance of 56.19 feet; thence South 33°53'44" East along the East line of said Lot 4, a distance of 46.16 feet; thence South 88°05'18" West, along the South line of said Lot 4, a distance of 87.91 feet to the point of beginning and corrected by an Affidavit recorded on August 9, 1999 as Document No. 834010 and by an Affidavit recorded on April 5, 2005 as Document No. 1083383.

Parcel B:

Outlot 1 of Certified Survey Map No. 6027, recorded in the Office of the Register of Deeds for Washington County, Wisconsin, in Volume 44 of Certified Survey Maps at Page 315, on April 28, 2006, as Document No. 1125059.

Lots One (1), Two (2); Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), Twenty-eight (28), Twenty-nine (29), Thirty (30), Thirty-one (31), Thirty-two (32), Thirty-three (33), Thirty-four (34), Thirty-five (35), Thirty-six (36), Thirty-seven (37), Thirty-eight (38), Thirty-nine (39), Forty (40), Forty-one (41), Forty-two (42), Forty-three (43), Forty-four (44) Forty-five (45), Forty-six (46), Forty-seven (47), Forty-eight (48), Forty-nine (49), Fifty (50), Fifty-one (51), Fifty-two (52), Fifty-three (53), Fifty-four (54), Fifty-five (55), Fifty-six (56), Fifty-seven (57), Fifty-eight (58), Fifty-nine (59), Sixty (60), Sixty-one (61), Sixty-two (62), Sixty-three (63), Sixty-four (64), Sixty-five (65), Sixty-six (66), Sixty-seven (67), Sixty-eight (68), Sixty-nine (69), Seventy (70), Seventy-one (71), Seventy-two (72), Seventy-three (73), Seventy-four (74), Seventy-five (75), Seventy-six (76), Seventy-seven (77), Seventy-eight (78), Seventy-nine (79), Eighty (80), Eighty-one (81), Eighty-two (82), Eighty-three (83), Eighty-four (84), Eighty-five (85), Eighty-six (86), Eighty-seven (87), Eighty-eight (88), Eighty-nine (89), Ninety (90), Ninety-one (91), Ninety-two (92), Ninety-three (93), Ninety-four (94), Ninety-five (95), Ninety-six (96), Ninety-seven (97), Ninety-eight (98), Ninety-nine (99), One Hundred (100), One Hundred One (101), One Hundred Two (102), One Hundred Three (103), One Hundred Four (104), One Hundred Five (105), One Hundred Six (106), One Hundred Seven (107), One Hundred Eight (108), One Hundred Nine (109), One Hundred Ten (110), One Hundred Eleven (111), One Hundred Twelve (112), One Hundred Thirteen (113), One Hundred Fourteen (114), One Hundred Fifteen (115), One Hundred Sixteen (116), One Hundred Seventeen (117), One Hundred Eighteen (118), One Hundred Nineteen (119), One Hundred Twenty (120), One Hundred Twenty-one (121), One Hundred Twenty-two (122), One Hundred Twenty-three (123), One Hundred Twenty-four (124), One Hundred Twenty-five (125), One Hundred Twenty-six (126), One Hundred Twenty-seven (127), One Hundred Twenty-eight (128), One Hundred Twenty-nine (129), One Hundred Thirty (130), One Hundred Thirty-one (131), One Hundred Thirty-two (132), One Hundred Thirty-three (133), One Hundred Thirty-four (134), One Hundred Thirty-five (135), One Hundred Thirty-six (136), One Hundred Thirty-seven (137), One Hundred Thirty-eight (138), One Hundred Thirty-nine (139), One Hundred Forty (140),

AND

Outlots One (1), Two (2), Three (3), Four (4), Five (5), and Six (6) all in FARMSTEAD CREEK, being a replat of Lots 1 thru 11, 13 thru 22 of Block 1, Lots 1 thru 9 of Block 2, and a part of the vacated R/W all of Arken's Lake and Lots 1 and 2 of Certified Survey Map No. 5019 and a part of the Northwest 1/4, Northeast 1/4, and Southeast 1/4 of the Northwest 1/4, the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4 all located in Section 12, Township 10 North, Range 18 East, Village of Slinger, Washington County, Wisconsin.

Tax Key Nos. V5-0747-141; V5-0747-142; V5-0747-143 and V5-0747-145

AND, Outlot Seven (7) in FARMSTEAD CREEK, being a replat of Lots 1 thru 11, 13 thru 22 of Block 1, Lots 1 thru 9 of Block 2, and a part of the vacated R/W all of Arken's Lake and Lots 1 and 2 of Certified Survey Map No. 5019 and a part of the Northwest 1/4, Northeast 1/4, and Southeast 1/4 of the Northwest 1/4, the Southwest 1/4 and Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4 all located in Section 12, Township 10 North, Range 18 East, Village of Slinger, Washington County, Wisconsin, EXCEPTING THEREFROM Farmstead Creek Condominium Plat recorded as Document No. 1149647.

Tax Key No.:

AND

Outlot 1 of Certified Survey Map No. 6027, being a part of the Southeast 1/4 of the Northwest 1/4 of Section 12, Township 10 North, Range 18 East, in the Village of Slinger, County of Washington, State of Wisconsin, recorded in the Office of the Register of Deeds for Washington County on April 28, 2006 in Volume 44 of Certified Survey Maps on Pages 315 to 317 inclusive, as Document No. 1125059.

Tax Key No. V5-0750-001

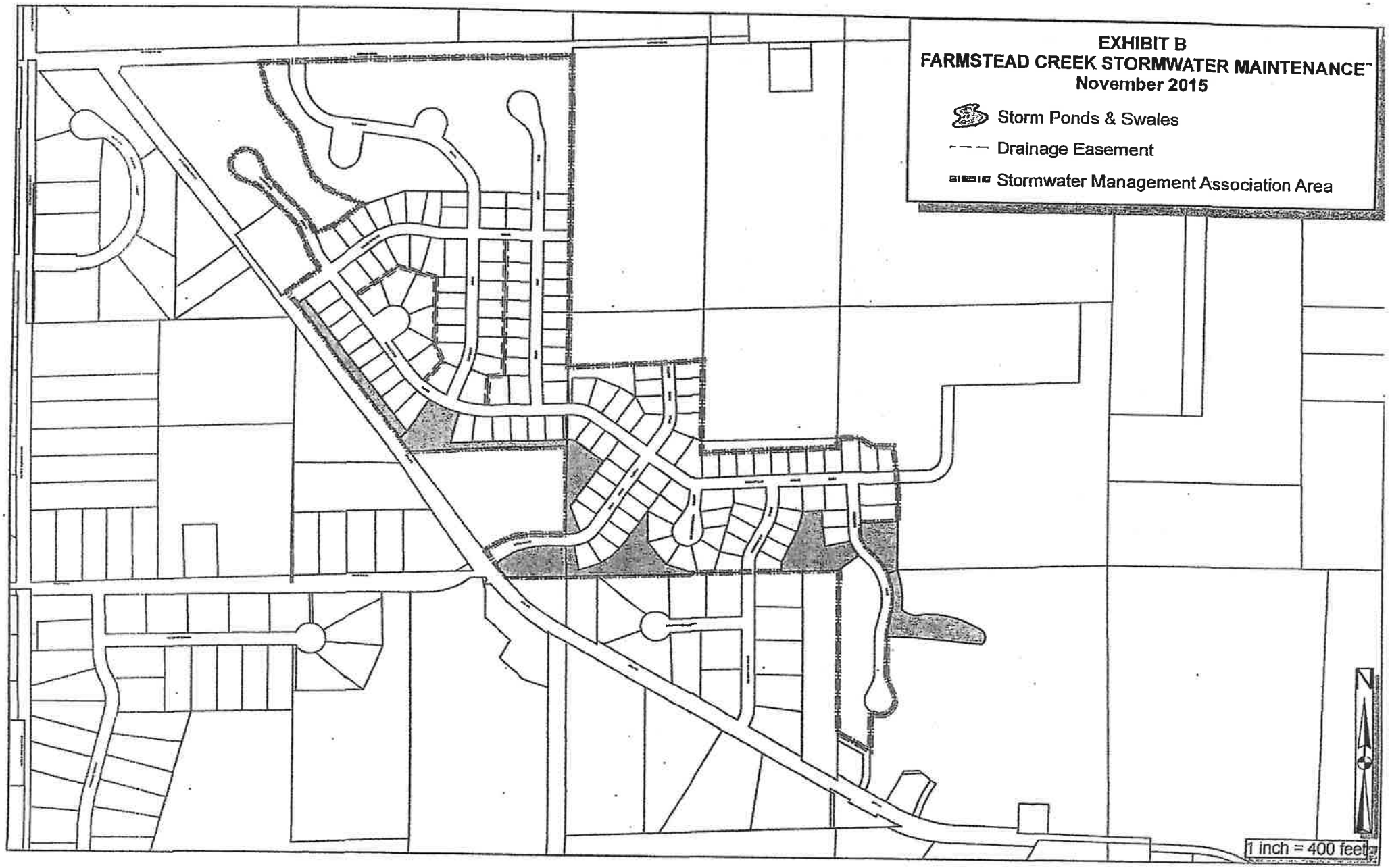

EXHIBIT B
FARMSTEAD CREEK STORMWATER MAINTENANCE
November 2015
Storm Ponds & Swales
Drainage Easement
Stormwater Management Association Area
N
1 inch = 400 feet

Exhibit C

The stormwater management system shall be maintained in accordance with all Wisconsin Department of Natural Resources requirements as amended from time to time or as additionally imposed, including but not limited to Technical Standards 1001, 1003 and 1005.

1. An annual inspection of the pond will be conducted by the Owner and/or Developer. Copies of the report shall be kept on file and produced for the Village of Slinger, if requested.

2. The berms and surrounding areas (with the exception of wetland area) will be mowed on a minimum of two occasions annually to an approximate height of 10 inches, to discourage geese, with one mowing occurring prior to the dispersal of seed material at the end of June.

3. Trees and Poplar whips will be monitored for growth and removed. No trees will be planted or allowed to grow on the slopes, berms or bottom of the pond.

4. Sediment will be removed from the pond when the depth of the basin is less than the depth shown on the construction plans. Sediment removed from the pond will be placed in a suitable upland area and restored with turf grass to prevent from washing back into basin. Construction plans are available at Village Hall, 300 Slinger Road, if needed for review.

5. Areas of erosion will be restored with appropriate soils and plantings. Preference should be given to native plant species for their deep rooting and hardiness.

6. Any violations identified by the Village will be addressed within specified timelines by the Owner and/or Developer.

FARMSTEAD CREEK HOMEOWNERS ASSOCIATION

INVOICE

December 7, 2015

Your 2016 annual lot assessment bill (annual dues)**:** **$100.00**

Please pay by January 16, 2016. Late payments will be subject to a monthly late payment fee of $25.00.

Please make your check payable to Farmstead Creek Homeowners Association and include your lot number or lot address on your check.

Mail your check to or drop off at:

Knipfer
584 Farmstead Dr
Slinger, WI 53086

2016 ASSOCIATION BUDGET

Expenses	2014 Actual	2015 Actual	2016 Budget
Lawn & Landscape Maint	2234	2277	2350
Snow Removal	900	0	780
Landscape Replacements	0	1327	0
Insurance	283	288	320
Management Fee	3375	0	0
Misc. Administration	211	187	250
Storm Water Maint	0	0	3500
TOTAL	7003	4079	7200
Receivables			
Membership Dues		5134	7200
Developer Payment		607	
TOTAL		5741	7200
Contingency Fund		1662	

FARMSTEAD CREEK HOWEOWNERS ASSOICATION

2017 BUDGET

Expenses	2014 Actual	2015 Budget	2015 Actual	2016 Budget	2016 Projected	Proposed 2017 Budget
Lawn & Landscape Maintenance	2234	2300	2277	2350	2210	2260
Snow Removal	900	175	0	700	315	360
Landscape Replacements & Improvements	0	1500	1327	0	0	1300
Insurance	283	288	288	320	865	1100
Management Fee	3375	0	0	0	1125	4500
Misc. Administration	211	250	187	250	119	100
Storm Water/Pond Maintenance				3500	3558	3450
Pond Inspection				0	250	0
Tax Reporting				0	150	150
Total	7003	4513	4079	7120	8592	13220
Contingency - Reserve	0	975	1662	2042	924	2704
Total		5488	5741			
Receivables						
2015 Association Membership Assessments (49 x 100)		4900	5134			
Developer Payment		588	608			
2016 Association Membership Assessments (75 x 100)				7500	7500	
Penalties					106	
2017 Association Membership Assessments (75 x 200)						15000
Total		5488	5742	7500	7606	15000

RSM PROPERTY
MANAGEMENT & REAL ESTATE

January 2, 2016

Dear Members of Farmstead Creek Homeowners Association:

After a thorough process of working with your Board of Directors, I find great pleasure in introducing our company, RSM Property Management, as the new property management company for Farmstead Creek Subdivision. I am also pleased to introduce myself, Tracy Ahrens, as your association's new property manager. With several years of multifaceted Property Management experience, I am committed to providing your association with exceptional overall property management services.

RSM Property Management is owned and managed by its employees. We are committed to providing quality service that exceeds the expectations of the residents in the communities that we serve. We are a local company servicing Southeastern Wisconsin, specifically Washington County and the West Bend area since 2010. Our office is located in West Bend making us readily accessible to your community. For contact information please refer to the address and phone numbers listed below.

Our responsibilities officially begin on January 1, 2017. The purpose of this letter is to let you know who we are, how you may contact us and where to send your association dues to allow for a smooth transition. Please make all dues payable to RSM Property Management and mail to PO Box 562, West Bend, WI 53095. You may use the drop box to pay your dues at 120 N Main St, Suite 110, West Bend if you prefer. We will also be emailing a portal where you will be able to setup dues payments and submit requests. Property inspections and meetings occasionally take me away from the office. However, please be assured that all phone calls will be returned in a timely manner, as we strive to return all calls by the close of business the same day.

Please complete the attached Owner Contact Information form and return at your earliest convenience to ensure we have up to date information.

Sincerely,

Tracy Ahrens
RSM Property Management

P.O. BOX 562 • WEST BEND, WI • 53095
PHONE: 262.353.9732 EMAIL: tracy@rsmpm.com
www.rsmpm.com

Farmstead Creek HOA
Annual Meeting - Minutes
Tuesday, January 30, 2018 5:30 pm
Slinger Village Hall

I. Open Meeting – Called to order at 5:30 pm by Don Weyer and turned over to Jodi of RSM. 13 Lot owners in attendance.

II. Budget Review
   a. 2018 Budget was approved and sent out early January with annual meeting notice and annual dues invoice
   b. 2018 Dues will remain the same at $200 per year

III. Maintenance
   a. Added landscaping costs for turf going forward due to additional pond maintenance and more out lots to maintain
      i. 2018 pond maintenance will include just maintaining DNR compliance. In 2019 we'll take on a full pond management contract.
      ii. Adding a fountain will help to keep the pond(s) from getting stagnate. The Developer will pay for the install of the fountain(s) initially and costs to maintain by the Association.

IV. Other Items to Address
   a. Most of the lots in Phase 3 have sold, approximately ~~20~~ 17 available

V. Open Discussion/Questions

Q: Owner of lot 124 asked, why did the insurance expense on the budget decrease?
A: It was over budgeted by the previous Secretary/Treasurer that has since resigned.

Q: Owner of lot 124 asked, what will be done with the budget surplus?
A: It will be rolled into the Reserve and evaluated at the end of 2018. The Statutory Reserve is readily available for expenses.

Q: Owner of lot 124 said, in the newsletter, there was a misprint. It said "trash cans should be kept in garages" This should read "trash cans MUST be kept in garages".
A: correct

Q: Owner of 180 Countryside Dr. Lot #134 – has had major drainage issues for years on vacant lot #133 Would like this addressed by the owner.
A: Developer will take a look at this.

Q: Owner of Lot 14 has concerns about empty lots are not being cut/maintained. Builders and their vendors are letting construction waste blow around the subdivision. Is there something that can be done?
A: RSM will send an email to all of the builders we are aware of but we don't know who owners hire to build their homes.

Q: Owner of Lot 14 Neighbors outside of Farmstead Subdivision burn trash/yard waste. Can RSM do something about that?
A: No, nothing RSM can do but you as homeowners can call your village or Town of Hartford with your concerns.

Q: Owner of Lot 14 Pine tree on hwy 175 is big and blocks view from the intersection. Can RSM call the D.O.T. and ask them to trim or cut it?
A: Yes, RSM can make a call but homeowners can take these types of concerns to the Village of Slinger or the D.O.T. yourself.

Q: Owner of Lot 14 Construction trucks are driving on homeowner's driveways to turn around and are driving very fast through the subdivision. Can signs be put up that direct construction vehicles to enter from Spur Rd and can more stop signs be installs in Phase 3 to prevent traffic from getting to higher traffic speeds?
A: RSM will talk with the developer and will look into all of these suggestions. Developer will contact village about getting their signs to put up. RSM did send an email to builders whom own lots about vehicles using owner driveways for turnarounds and to discontinue use.

Q: Owner of lot 82 has green space between her lot and the farm. Is anything planned for this green space or will it remain "natural"?
A: At this time, nothing is planned. Perhaps it will be cut in June/August along with other out lots.

Q: Did the requirement for lamps go away?
A: Yes

Meeting adjourned: 6:08 pm
Minutes prepared by Tracy of RSM

Budget Detail

RSM Property Management and Realty

Properties: Farmstead Creek Homeowners Association - PO Box 562 West Bend, WI 53095

Period Range: Jan 2019 to Dec 2019

Consolidate: No

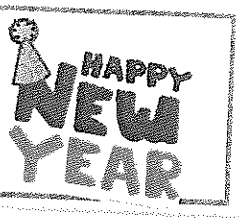
Account Name	Jan 2019	Feb 2019	Mar 2019	Apr 2019	May 2019	Jun 2019	Jul 2019	Aug 2019	Sep 2019	Oct 2019	Nov 2019	Dec 2019	Total	Percent
Farmstead Creek Homeowners Association - PO Box 562 West Bend, WI 53095 - 2019 Budget														
Income														
RENTS														
HOA Dues	23,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,000.00	100.00
RENTS	**23,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**23,000.00**	**100.00**
Total Budgeted Income	**23,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**23,000.00**	**100.00**
Expense														
LANDSCAPING														
Lawn and Snow	538.49	538.49	538.49	538.49	538.49	538.49	538.49	538.49	538.49	538.49	538.49	538.49	6,461.88	32.64
LANDSCAPING	**538.49**	**538.49**	**538.49**	**538.49**	**538.49**	**538.49**	**538.49**	**538.49**	**538.49**	**538.49**	**538.49**	**538.49**	**6,461.88**	**32.64**
CLEANING AND MAINTENANCE														
Pond Maint/ Mgmt	0.00	0.00	0.00	750.00	750.00	750.00	750.00	750.00	750.00	0.00	0.00	0.00	4,500.00	22.73
CLEANING AND MAINTENANCE	**0.00**	**0.00**	**0.00**	**750.00**	**750.00**	**750.00**	**750.00**	**750.00**	**750.00**	**0.00**	**0.00**	**0.00**	**4,500.00**	**22.73**
INSURANCE														
Property Insurance	0.00	1,700.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,700.00	8.59
INSURANCE	**0.00**	**1,700.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**1,700.00**	**8.59**
LEGAL AND OTHER PROFESSIONAL FEES														
Accounting	0.00	0.00	0.00	160.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	160.00	0.81
LEGAL AND OTHER PROFESSIONAL FEES	**0.00**	**0.00**	**0.00**	**160.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**160.00**	**0.81**
MANAGEMENT FEES														

Budget Detail

Account Name	Jan 2019	Feb 2019	Mar 2019	Apr 2019	May 2019	Jun 2019	Jul 2019	Aug 2019	Sep 2019	Oct 2019	Nov 2019	Dec 2019	Total	Percent
Management fees	575.00	575.00	575.00	575.00	575.00	575.00	575.00	575.00	575.00	575.00	575.00	575.00	6,900.00	34.85
MANAGEMENT FEES	**575.00**	**575.00**	**575.00**	**575.00**	**575.00**	**575.00**	**575.00**	**575.00**	**575.00**	**575.00**	**575.00**	**575.00**	**6,900.00**	**34.85**
OTHER														
Bank Fees	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	6.50	78.00	0.39
OTHER	**6.50**	**6.50**	**6.50**	**6.50**	**6.50**	**6.50**	**6.50**	**6.50**	**6.50**	**6.50**	**6.50**	**6.50**	**78.00**	**0.39**
Total Budgeted Expense	**1,119.99**	**2,819.99**	**1,119.99**	**2,029.99**	**1,869.99**	**1,869.99**	**1,869.99**	**1,869.99**	**1,869.99**	**1,119.99**	**1,119.99**	**1,119.99**	**19,799.88**	**100.00**
Total Budgeted Income	23,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23,000.00	100.00
Total Budgeted Expense	1,119.99	2,819.99	1,119.99	2,029.99	1,869.99	1,869.99	1,869.99	1,869.99	1,869.99	1,119.99	1,119.99	1,119.99	19,799.88	100.00
Net Operating Income	**21,880.01**	**-2,819.99**	**-1,119.99**	**-2,029.99**	**-1,869.99**	**-1,869.99**	**-1,869.99**	**-1,869.99**	**-1,869.99**	**-1,119.99**	**-1,119.99**	**-1,119.99**	**3,200.12**	**100.00**
Cash														
Operating Cash	13,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13,000.00	100.00
Total Budgeted Cash	**13,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**13,000.00**	**100.00**



Farmstead Creek HOA Newsletter



FREE

January 2019

It's The Most Wonderful Time Of The Year!

Annual Association Meetings:
See attached meeting notice for the Annual meeting.

RSM Online Portal

RSM plans to use the Online Portal (found on our website) exclusively for owners to communicate with us. If you are not set up on the Portal be sure we have your email address and we'll send you an email to activate your account. From this portal you can pay your dues, report maintenance issues, ask a question, or print your statement.

Communication via the Portal is essential in documenting issues, communication, keeping all RSM employees informed of issues and tracking payments in real time. This is our preferred method of communication and for making payments.

If you have an urgent issue, please reach the office at 262-353-9732.

Dues

Dues are due by January 31st annually. There will be a $25 late fee assessed to any dues not paid by the 31st and $25 monthly after that.



Important things to remember:

Pet Waste: Please remember to clean up after your pet immediately. Also be courteous to neighbors and don't potty dogs on their lawns.

Parking: Owners shall use their best efforts to store vehicles in garages. When more vehicles are actively used by household members, the vehicles must be parked in driveways and not on the street.

New in 2019: Correspondence from RSM will be exclusively via email for everyone with email. Including annual meeting notices. Nothing will change for those without email.

Trash Cans: Must be kept in garages.

Association Documents, declarations & by-laws in their entirety and other important information is on the Farmstead Creek website.

www.farmsteadcreeksubdivision.com

Annual Contact Information Sheet

Please fill out the enclosed Contact Information Sheet and return it to our office within 30 days. We are required to maintain current contact info for all owners.

You can email to: tracy@rsmpm.com, mail to us at PO Box 562 West Bend, WI 53095 or drop off at our office located at 120 N. Main St. Suite #110 West Bend.



RSM PROPERTY MANAGEMENT & REAL ESTATE

NOTICE OF GENERAL MEETING OF THE FARMSTEAD CREEK HOMEOWNERS ASSOCIAITON

December 12, 2018

Please take notice that the general meeting of the Farmstead Creek Homeowners Association will be held on:

DATE:	Tuesday, January 15, 2019
TIME:	5:30 pm
PLACE:	Slinger Village Hall 300 Slinger Road Slinger, WI 53086

AGENDA

I. Call to Order
II. Budget Review
III. Maintenance
IV. 8th Amendment and Rules & Regulations
V. Questions / Open Discussion
VI. Adjournment

Sincerely,
RSM Property Management
Managing Agent for Chief Kewaskum Trio A condominium Owners Association

RSM Property Management
PO Box 562 • 120 N. Main St., Suite 110 • West Bend, WI • 53095
262-353-9732 • tracy@rsmpm.com • www.rsmpm.com



Hello Everyone,

Please see the attached 2019 Annual Meeting Minutes as well as the Rules and Regulations for Lot Owners. These documents will also be posted to your subdivision website. We will be sending everyone a hard copy of both documents as well, please keep these with your condo docs. If you have any questions or concerns, please contact our office.

Thank you,
Jennifer Berlick
Property Manager
RSM Property Management
120 N Main Street, Suite 110
West Bend, WI 53095
262-353-9732 Mon-Fri 9am-3pm
jennifer@rsmpm.com

Farmstead Creek Homeowner's Association, Inc.

RULES AND REGULATIONS

FOR

LOT OWNERS

Farmstead Creek Subdivision

FARMSTEAD CREEK SUBDIVISION

The following rules and regulations are supplementary to and consistent with the Declaration of Covenants, Conditions and Restrictions of Farmstead Creek Subdivision (hereinafter referred to as "Declaration"). They are intended to protect the environment at Farmstead Creek Subdivision, provide security, enhance the attractiveness of the common areas and residences, and promote harmony and pleasant living conditions. The term Board of Directors refers to the Board of Directors of Farmstead Creek Homeowner's Association, Inc. (hereinafter referred to as "Association"); the term President refers to the President of the Association; and the terms Lot Owner or Owner refers to ownership of a Lot in Farmstead Creek Subdivision. These Rules and Regulations are adopted by Declarant pursuant to Sections 2.1 and 2.3 of the Declaration.

GENERAL APPEARANCE OF FARMSTEAD CREEK SUBDIVISION

In order to maintain property values and the beauty of the environment in Farmstead Creek Subdivision, residents are required to:

A. Nothing shall be placed within or on the Common Areas or on another Owner's lot by any Owner. Permitted signs and seasonal decorations on an Owner's lot must be tasteful-and simple, so that they are not offensive to other Owners, and must be removed within the time periods pertaining to and set forth in Section 5.1 of the Eighth Amendment to the Declaration of Restrictions, Covenants and Conditions of Farmstead Creek Subdivision.

B. Nothing shall be placed on the lawn that would impede lawn care or invite rodents. Outdoor wood piles may not be placed where they are visible to any other Owner.

C. The Board of Directors, in the Board's absolute discretion, may notify an Owner of unkempt, unsightly, or dangerous conditions on that Owner's lot, and require specific changes.

D. The Board may make periodic suggestions to owners regarding exterior maintenance if the need is perceived to be a safety issue or one that impacts the appearance or aesthetics of Farmstead Creek Subdivision.

PET RULES

The following pertain to and are enacted pursuant to Section 5.12 of the Declaration:

A. Cats and dogs shall be domesticated.
B. All quantity and breed restrictions of pets shall be per the Village ordinances.
C. Dogs and cats, shall, at the request of the Association, be registered by the Owner thereof with the Association. Registration information includes name, breed, color, weight, sex and owner's name.

D. No pets shall be left unattended and shall at all times be on a leash.

E. Pet waste matter shall be promptly removed and disposed of in a sanitary fashion.

F. Any damage to lawns or shrubbery or any of the improvements on or to the Common Areas shall be the sole expense of the Owner of said pet causing said damage.

G. The housing, caging or possession of reptiles or exotic pets including, but not limited to, alligators, snakes, lizards, chickens, pigs or peacocks is strictly prohibited.

The following pertains and is enacted pursuant to Article III, Section 3.2 and 3.3 of the Declaration:

In the event any assessment shall not be paid within ten (10) days of the date same shall be due, Owner shall pay to the Association a late charge of $25.00. An Owner shall pay said late charge promptly but only once on each late payment.

The following pertains and is enacted pursuant to Article XI of the Declaration:

In addition to any other charges, costs or fees set forth in Article III of the Declaration, in the event any Owner shall fail to comply with any provision set forth in the Declaration, By-Laws or Rules and Regulations, said Owner shall pay to the Association a non-compliance fee of $50.00 for each violation noticed to said Owner. The Owner shall pay said non-compliance fee promptly but only once on each noticed violation.

Farmstead Creek HOA
Annual Meeting
Tuesday, January 15, 2019 5:30 pm
Slinger Village Hall

I. Call to Order Called to order at 5:31pm by Don Weyer and turned over to Jodi of RSM. 23 lot owners in attendance.

II. Budget Review
   a. 2019 Budget was approved and sent out early January with annual meeting notice and annual dues invoice
   b. 2019 Dues will remain the same at $200 per year

III. Maintenance
   a. Added landscaping costs for turf going forward due to additional pond maintenance, signage and more out lots to maintain

IV. Other Items to Address
   a. 8th Amendment added and Rules & Regulations
   b. Phase 4 – Starting to sell
   c. Farmstead Drive & Spur Road official names
   d. New RSM contact for Farmstead Creek HOA – Jennifer@rsmpm.com

V. Open Discussion/Questions

Decks- would like to enclose decks underneath to utilize the space for storage, would they have to match siding?

Q: Was there pond maintenance last year?
A: Pond maintenance included cutting twice a year by landscaper and storm water compliance inspections WI Lake & Pond Resource.

Q: What can be done regarding children playing on/in ponds for liability and safety?
A: The developers will be adding signs for no trespassing and at your own risk, add notice to newsletter and send out email.

Lot 80: There is a drainage issue that needs attention in the spring. The developer will look at it. Would also like to plant trees there. Anyone else wanting to plant trees can find the list of acceptable trees on the Farmstead website within your docs. Owners wanting to plant must also submit an architectural change form and get the process started asap in order to plant in spring.

Q: Is there still going to be a park at the end of Farmstead Drive?
A: It is still in the works and should be put in by the village.

Q: How are we supposed to handle construction vehicles parking us in or blocking mailboxes?
A: If possible, talk to the owner of the vehicle, call police, or RSM can contact the builders for you.

Q: With phase 4 coming, will there be another entrance off 175?
A: No. Spur Rd. will continue to Arthur.

Q: Will the village plant trees in phase 3 between the street and the sidewalk?
A: Yes.

Q: Who is responsible for maintaining our mailboxes?
A: The lot owner is responsible once they are initially installed. Must have 6x6 posts painted Ashton Gray by Glidden. The vendor is happy to install new for owners if you would like to hire them, Suburban Mailboxes; Jim 262-784-8714 or suburbanmailboxes@yahoo.com.

By Lot 105 and Lot 119: Handicapped metal ramp in the sidewalk is lifting up, needs attention. The developer will look at it.

Lot 14-15: Drain ditch behind isn't draining, possibly due to lack of lawn care, The developer will look at it.

Ponds: Adding 3 more ponds in new phase.
Q: What is involved in maintaining ponds?
A: Mowing around; done by landscaper, and testing, adding chemicals, aerators and possible fountain done by WI Pond Co.
Also per developer, possibly open to mowing around the ponds more often.

Q: How long do we have after closing to put in our driveway, landscaping, etc.?
A: One year, which is also stated in your docs on the Farmstead website.

511 Meadowbrook and 204 Farmstead: there is still fabric in the drains causing flooding. The developer will remove.

Pet Rules: There was a slight change necessary in the new Rules and Regulations issued regarding pets and quantity of pets.

Rules and Regulations: The Rules and Regulations provided previously need to be recalled and should be replaced with the attached. Please be certain to keep these with your HOA documents.

VI. Adjournment Adjourned at 6:06pm, minutes prepared by Jennifer of RSM

Document # 1464847
WASHINGTON COUNTY WISCONSIN
12-26-2018 01:42 PM

Sharon A. Martin
SHARON A MARTIN
WASHINGTON COUNTY
REGISTER OF DEEDS
Fee: $30.00

Pages: 4

Document Number

EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FARMSTEAD CREEK SUBDIVISION

Recording Area 4

Name and Return Address

Richard A. Rechlicz, Esq.
Rechlicz & Hanson, LLP
N88 W15125 Main Street, Suite 201
Menomonee Falls, WI 53051

THIS AMENDMENT, made this 7th day of December, 2018 by FARMSTEAD CREEK DEVELOPMENT, LLC, a Wisconsin limited liability company (hereinafter referred to as "Declarant") to the original DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FARMSTEAD CREEK SUBDIVISION which was recorded in the office of the Washington County Register of Deeds on the 5th day of September, 2006 as Document No. 1137772 (hereinafter referred to as "Declaration") as previously amended by a Seventh Amendment recorded on February 13, 2017 as Document No. 1424414, a Sixth Amendment recorded on November 17, 2015 as Document No. 1394326, a Fifth Amendment recorded on May 27, 2015 as Document No. 1382372, Fourth Amendment recorded on March 14, 2008 as Document No. 1185895, a Third Amendment recorded on November 27, 2007 as Document No. 1177070, a Second Amendment recorded on May 2, 2007 as Document No. 1159303 and Amendment recorded on March 7, 2007 as Document No. 1153840, all pertaining to that certain real estate described in said Declaration, which said legal description and tax key numbers are set forth on Exhibit A attached hereto.

WHEREAS, pursuant to Section 2.1 of the Declaration, Declarant desires to amend said Declaration to clarify certain provisions in said Declaration, as recorded; and

WHEREAS, Declarant is the owner of more than seventy percent (70%) of the total votes allocated to Lots and Declarant Lots under and calculated pursuant to Section 8.1 of the Declaration;

NOW, THEREFORE, under and pursuant to Article II and Article VIII of the Declaration of Restrictions for Farmstead Creek Subdivision, said Declaration is hereby amended as follows:

1. Section 5.1 of the Declaration shall be amended to recite:

5.1 **Permitted Uses**
Each Lot shall be occupied and used only for single family residential purposes and for no other purpose. No trade or business shall be carried on anywhere in the Subdivision, except for (1) the incidental use of a Lot for personal business conducted by mail and telecommunications which does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale of Lots, subject to the other provisions of the Farmstead Creek Subdivision Documents and any Rules or Regulations adopted related thereto, or (3) the establishment of offices by Declarant or its agents for sales of Lots or by the Association for conducting its affairs. The term "residential purposes" includes only those activities necessary for or

normally associated with the use and enjoyment of a homesite as a place of residence and limited recreation and shall include, by way of explanation, rummage or garage sales. In addition, no garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests without prior approval of the ACC.

2. Section 5.3 b) shall be amended as follows:

b) Owners shall use their best efforts to store vehicles in garages. When more vehicles are actively used by household members, the vehicles shall be parked in driveways and not on the street. Notwithstanding the foregoing, there shall be no outside storage of inoperable vehicles or other vehicles deemed to be unsightly by Declarant or the Board. The purpose of this section is to provide an aesthetically pleasing subdivision for all residents. The Board shall use its best efforts to fulfill this purpose for the good of all Owners.

3. Section 5.10 shall be amended as follows:

5.10 **Signs**

No Owner or Occupant, except Declarant, may erect, post or display posters, signs or advertising material of any kind and nature within or upon the Common Areas. An Owner may within the Lot erect or post a temporary sign of customary and reasonable dimension relating to only the following:

a) A "For Sale" sign of a lot or home which shall be removed not later than thirty (30) days after the closing of the sale of said lot or home.
b) Not more than two (2) political signs which shall be removed not later than thirty (30) days after the election to which the sign pertains.
c) Holiday decoration signs which shall be removed not later than thirty (30) days after the holiday to which sign decorative signs pertain.
d) Rummage or "garage sale" signs which shall be removed not later than two (2) business days after the rummage or garage sale.
e) Congratulatory or thank you signs which shall be removed not later than seven (7) days after the placement thereof on the lot.

Business advertising signage is strictly prohibited.

All signs shall be of reasonable, customary size and shall comply with any municipal ordinances where and as applicable.

4. Section 6.9 k) of the Declaration and Item 3 of the Fifth Amendment to the Declaration shall be amended as follows:

k) **Roof**

A residence shall have a roof of architectural grade dimensional shingles. Each home shall have a minimum roof pitch ration of 6:12 on the main body of the roof. Lots 40 - 64, inclusive, and 141 - 149, inclusive, shall have a minimum 8:12 pitch roof facing the front elevation and minimum 6:12 pitch roof on main body of roof.

All other terms and provisions of the original Declaration of Restrictions and any Amendments thereto prior to this Amendment not inconsistent with this Amendment shall apply.

IN WITNESS WHEREOF, Declarant has caused this Amendment to the Declaration of Covenants, Conditions and Restrictions of Farmstead Creek Subdivision to be executed this 7th day of December, 2018.

FARMSTEAD CREEK DEVELOPMENT, LLC (Declarant)

By: David E Weyer, Member
David E. Weyer, Member

By: D&S WEYER NO. II, LLC (Member)
By: THE 2009 IRREVOCABLE TRUST FBO DONALD R. WEYER, MEMBER

By: Donald R. Weyer Trustee
Donald R. Weyer, Trustee

STATE OF WISCONSIN)
WAUKESHA COUNTY)

Personally came before me this 7th day of December, 2018, the above-named Donald R. Weyer and David E. Weyer to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Lori A. Betlinski

Lori A. Betlinski
Notary Public, State of Wisconsin
My Commission expires 11/29/2019

NOTARY PUBLIC
LORI A. BETLINSKI
STATE OF WISCONSIN

This instrument was drafted by:

Richard A. Rechlicz, Esq.
Rechlicz & Hanson, LLP
N88 W15125 Main Street, Suite 201
Menomonee Falls, WI 53051
Phone: 262-251-2245
State Bar No. 1016926

EXHIBIT A
LEGAL DESCRIPTION

All of Lots 1 through 140, Outlot 1, Outlot 2, Outlot 3 and Outlot 5 of Farmstead Creek and all of Lots 141 through 149 of Farmstead Creek Addition No.1 being a part of the Northwest 1/4, Southeast 1/4 and Northeast 1/4 of Section 12, T.10N., R.18E., Village of Slinger, Washington County, Wisconsin.

More fully described as:

All of Lots 1 through 140, Outlot 1, Outlot 2, Outlot 3 and Outlot 5 of Farmstead Creek and all of Lots 141 through 149 of Farmstead Creek Addition No.1.

Tax Key Numbers: V5-0747001; V5-0747002; V5-0747003; V5-0747004; V5-0747005; V5-0747006; V5-0747007; V5-0747008; V5-0747009; V5-0747010; V5-0747011; V5-0747012; V5-0747013; V5-0747014; V5-0747015; V5-0747016; V5-0747017; V5-0747018; V5-0747019; V5-0747020; V5-0747021; V5-0747022; V5-0747023; V5-0747024; V5-0747025; V5-0747026; V5-0747027; V5-0747028; V5-0747029; V5-0747030; V5-0747031; V5-0747032; V5-0747033l; V5-0747034; V5-0747035; V5-0747036; V5-0747037; V5-0747038; V5-0747039; V5-0747040; V5-0747041; V5-0747042; V5-0747043; V5-0747044; V5-0747045; V5-0747046; V5-0747047; V5-0747048; V5-0747049;V5-0747050; V5-0747051; V5-0747052; V5-0747053; V5-0747054; V5-0747055; V5-0747056; V5-0747057; V5-0747058; V5-0747059; V5-0747060;V5-0747061; V5-0747062; V5-0747063; V5-0747064; V5-0747065; V5-0747066; V5-0747067; V5-0747068; V5-0747069; V5-0747070; V5-0747071; V5-0747072; V5-0747073; V5-0747074; V5-0747075; V5-0747076; V5-0747077; V5-0747078; V5-0747079; V5-0747080;V5-0747081; V5-0747082; V5-0747083; V5-0747084; V5-0747085; V5-0747086; V5-0747087; V5-0747088; V5-0747089; V5-0747090; V5-0747091; V5-0747092; V5-0747093; V5-0747094; V5-0747095; V5-0747096; V5-0747097; V5-0747098; V5-0747099;V5-0747100; V5-0747101; V5-0747102; V5-0747103; V5-0747104; V5-0747105; V5-0747106; V5-0747107; V5-0747108; V5-0747109; V5-0747110; V5-0747111; V5-0747112; V5-0747113; V5-0747114; V5-0747115; V5-0747116; V5-0747117; V5-0747118; V5-0747119; V5-0747120;V5-0747121;V5-0747122; V5-0747123;V5-0747124; V5-0747125; V5-0747126; V5-074712700A;V5-074712800A; V5-0747129; V5-0747130; V5-0747131; V5-0747132; V5-0747133; V5-0747134; V5-0747135; V5-0747136; V5-0747137; V5-0747138; V5-0747139001; V5-0747140001; V5-0747141; V5-0747142; V5-0747143; V5-0747145; V5-0747149; V5-0747150; V5-0747151; V5-0747152;V5-0747153; V5-0747154; V5-0747155; V5-0747156 and V5-0747157.

Endorsement stamp digitally applied
Please keep attached to original document

Document Number

NINTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FARMSTEAD CREEK SUBDIVISION

Document # 1486633
WASHINGTON COUNTY WISCONSIN
2019-12-17 8:22:00 AM
Sharon A. Martin
SHARON A MARTIN
WASHINGTON COUNTY
REGISTER OF DEEDS
Fee: $30.00

Return via MAIL (REGULAR)
Pages: 3

Recording Area 3

Name and Return Address

Farmstead Creek Subdivision
185 Countryside Drive
Slinger, WI 53086

THIS AMENDMENT, made this 10th day of December, 2019 by FARMSTEAD CREEK DEVELOPMENT, LLC, a Wisconsin limited liability company (hereinafter referred to as "Declarant") to the original DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FARMSTEAD CREEK SUBDIVISION which was recorded in the office of the Washington County Register of Deeds on the 5th day of September, 2006 as Document No. 1137772 (hereinafter referred to as "Declaration") as previously amended by an Eighth Amendment recorded on December 26, 2018, as Document No. 1464847, a Seventh Amendment recorded on February 13, 2017 as Document No. 1424414, a Sixth Amendment recorded on November 17, 2015 as Document No. 1394326, a Fifth Amendment recorded on May 27, 2015 as Document No. 1382372, Fourth Amendment recorded on March 14, 2008 as Document No. 1185895, a Third Amendment recorded on November 27, 2007 as Document No. 1177070, a Second Amendment recorded on May 2, 2007 as Document No. 1159303 and Amendment recorded on March 7, 2007 as Document No. 1153840, all pertaining to that certain real estate described in said Declaration, which said legal description and tax key numbers are set forth on Exhibit A attached hereto.

WHEREAS, not all of the Lots subject to the Declaration are subject to an occupancy permit;

WHEREAS, pursuant to Section 2.1 of the Declaration, Declarant desires to amend said Declaration to clairfy certain provisions in said Declaration, as recorded; and

WHEREAS, Declarant has control of Association pursuant to Section 2.3 of the Declaration

NOW, THEREFORE, under and pursuant to Article 8 of the Declaration of Restrictions for Farmstead Creek Subdivision, said Declaration is hereby amended as follows:

1. Section 5.3 b) of the Declaration shall be amended to recite:

   b) Lot Owners shall use their best efforts to store any and all vehicles including, but not limited to, personal, work and recreation vehicles, in garages. When more vehicles are actively used by household members or guests a Lot Owner than can be kept in garages, the following shall apply:

   - Except as set forth herein, outside storage of any vehicle is prohibited.
   - Vehicles shall be parked in driveways and not on the street, except as shall be permitted pursuant to and in accordance with the Village of Slinger ordinances.
   - No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. No vehicle maintenance or lubrication shall be permitted anywhere within the Subdivision except washing of cars in driveways or vehicle maintenance performed within a Lot Owner's garage.
   - Lot Owners shall store vehicles including, but not limited to seasonal, recreational vehicles including, by way of explanation and not limitation, boats, snowmobiles, trailers, buses, trucks or campers (collectively "Recreational Vehicles") in the Lot Owner's garage. When more vehicles are actively used by household members or guests, the vehicles shall beparked in driveways and not on the street. Except for temporary parking as provided herein, there shall be no outside storage of any vehicles.

- All Recreational Vehicles shall be removed not later than one (1) day after the event or occurrence precipitating their appropriate use.
- In no event shall any Recreational Vehicles be stored outside for a period greater than three (3) consecutive nights.
- No outside parking of any vehicle pursuant to this Section 5.3 b) shall be permitted such that a pattern of parking is created, which said pattern shall be construed as the prohibited outside storage of a vehicle.
- Notwithstanding the foregoing, there shall be no outside storage of any inoperable vehicle or vehicles, deemed to be unsightly by Declarant or the Board. The purpose of this section is to provide an aesthetically pleasing subdivision for all Lot Owners. The Board shall use their best efforts to fulfill this purpose for the good of all Lot Owners.

This Section 5.3 b) of the Declaration shall be generally and liberally construed in favor of the Association and against the violating Lot Owner to otherwise limit the outside parking of vehicles and/or prohibiting the outside storage of vehicles. The purpose of this section is to provide an aesthetically pleasing subdivision for all Lot Owners.

All other terms and provisions of the original Declaration of Restrictions and any Amendments thereto prior to this Amendment not inconsistent with this Amendment shall apply.

IN WITNESS WHEREOF, Declarant has caused this Amendment to the Declaration of Covenants, Conditions and Restrictions of Farmstead Creek Subdivision to be executed this 16 day of December, 2019.

FARMSTEAD CREEK DEVELOPMENT, LLC (Declarant)

By: David E Weyer, member
David E. Weyer, Member

By: D&S WEYER NO. II LLC(Member)
By: THE 2009 IRREVOCABLE TRUST FBO DONALD R. WEYER, MEMBER

By: Donald R. Weyer
Donald R. Weyer, Trustee

STATE OF WISCONSIN)
Washington COUNTY)

Personally came before me this 16th day of December, 2019, the above-named David E. Weyer and Donald R. Weyer to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Justice L. Timblin
Justice L. Timblin (print name)
Notary Public, State of Wisconsin
My Commission: 2-5-2021

JUSTICE L. TIMBLIN
Notary Public
State of Wisconsin

EXHIBIT A
LEGAL DESCRIPTION

All of Lots 1 through 140, Outlot 1, Outlot 2, Outlot 3 and Outlot 5 of Farmstead Creek and all of Lots 141 through 149 of Farmstead Creek Addition No.1 being a part of the Northwest 1/4, Southeast 1/4 and Northeast 1/4 of Section 12, T.10N., R.18E., Village of Slinger, Washington County, Wisconsin.

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