DOC # 1872983

Recorded
JAN. 02,2003 AT 03:01PM

MARK LADD
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $27.00

0001502-1510

Document Number

RESTRICTIONS FOR DEER CREEK ESTATES SUBDIVISION

Title of Document

Lots 1 through 124 and Outlots 1-7, Deer Creek Estates Subdivision, being a part of the SE 1/4 of Section 34, Township 4 North, Range 22 East, Town of Caledonia and part of the NE 1/4 and NW 1/4 of Section 3, Township 3 North, Range 22 East, Town of Mt. Pleasant

Record this document with the Register of Deeds

Name and Return Address:
Neumann Enterprises, Inc.
W330 N6233 Hasslinger Drive
Nashotah, WI 53058

DEER CREEK ESTATES

FROM
004-04-22-34-067-243
003-03-22-03-001-000
004-03-22-03-004-000

TO

LOT #	PARCEL #
1	004-03-22-03-100-001
2	-002
3	-003
4	-004
5	-005
6	-006
7	-007
8	-008
9	-009
10	-010
11	-011
12	-012
13	-013
14	-014
15	-015
16	-016
17	-017
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19	-019
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116	-116
117	-117
118	-118
119	-119
120	-120
121	-121
122	-122
123	-123
124	-124
OUTLOT 1	-125
OL 2	-126
OL 3	-127
OL 4	-128
OL 5	-129
OL 6	-130
OL 7	-131

INFORMATION PROFESSIONALS COMPANY FOND DU LAC, WI 800-655-2021

0001503

April 29, 2002
Revised November 11, 2002

Deer Creek Estates Restrictions

WHEREAS, Neumann Enterprises, Inc., ("Declarant") owner of Deer Creek Estates,

WHEREAS, Deer Creek Estates described as being part of the SE1/4, of Section 34, Town 4 North, Range 22 East, Town of Caledonia and part of the NE1/4 and NW1/4 of Section 3, Town 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin.

WHEREAS, a Homeowners Association shall be formed called Deer Creek Estates Homeowners Association for purposes of enforcing the following covenants and restrictions with each lot owner being entitled to one undivided vote per lot.

NOW, THEREFORE, the following covenants running with the land shall apply to all lots.

1. All Federal, State, County of Racine, Town of Caledonia and Town of Mt. Pleasant laws, rules, ordinances and orders shall supersede anything contained within this document except where the restrictions are more restrictive than the laws, rules, ordinances and/or orders. If in any way the items contained in this document are in conflict either now or in the future with the laws, rules, ordinances and/or orders, then the laws, rules, ordinances and/or orders shall take priority.

2. There is hereby created the Deer Creek Estates Homeowners Association Inc., which is a Wisconsin non-stock corporation. The owner or owners of each lot in Deer Creek Estates shall be members of the Association. The owner or owners of each lot in Deer Creek Estates Subdivision shall have one vote per lot in the management and operation of the Association. A majority vote of all Association members shall rule. Membership in the association shall be appurtenant to and shall pass with title to each lot in Deer Creek Estates.

3. No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and all residences as a minimum shall have a two car private attached garage measuring not less than 400 square feet. No homes shall be built in Deer Creek Estates with less than a 5/12-roof pitch. All homes shall be sided with vinyl, aluminum, brick, cedar, stone or some combination thereof, except as specifically authorized by the Architectural Control Committee.

4. The minimum floor area of the dwelling shall not be less than states as follows:

   Single story shall be 1400 square feet, bi-levels shall be 1400 square feet on the first level, tri-levels shall be 1600 square feet on the upper two levels, and a two

story shall be 1800 square feet on the upper two floors, contemporary designs by Architectural Control Committee approval only.

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

6. The Deer Creek Estates Homeowners' Association shall serve as an Architectural Control Committee after all lots have been sold by Declarant or ten years from the recording of these restrictions, whichever occurs first. Until that time, Mark W. Neumann and Sue A. Neumann, or their heirs or assigns, shall serve as an Architectural Control Committee for the purpose of enforcing the restrictions set out herein.

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

8. Easements for installation and maintenance of utilities, drainage facilities, and storm water retention areas are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or be permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each lot and all improvements in it shall be maintained on a day to day basis by the owner of the lot. Day to day maintenance includes such items as routine cutting of vegetation, raking of leaves, removal of fallen branches and removal of other minor obstructions. More extensive maintenance such as re-grading shall be the responsibility of the homeowners association. The storm water retention basins shall be maintained in perpetuity by the homeowners association as defined in paragraph 9. However, all public storm sewers shall be owned and maintained by the Town of Mt. Pleasant or the Town of Caledonia.

9. The Association is responsible in perpetuity for the maintenance and repair of the retention ponds located within the subdivision, the maintenance (including mowing) of Outlots 1, 2 and 5 of the subdivision, and of the long term maintenance and repair of all associated storm water drainage facilities and easements located within the subdivision in accordance with the recorded easements affecting all lots. In the event the Association should cease to exist or should fail to fulfill its obligations as stated herein or to pay the real estate taxes assessed against its properties within the Subdivision, the Town of Mt. Pleasant, Town of Caledonia and/or County of Racine may cause such

maintenance to be performed and levy the cost thereof as a special assessment against all of the properties within the subdivision under the provisions of Section 66.60(16) of the Wisconsin Statutes as amended. Similarly, any real estate taxes remaining unpaid, together with any interest and penalties thereon, may be collected by the Town of Mt. Pleasant, Town of Caledonia and/or County of Racine as a special assessment against all of the properties in the subdivision, or the Town of Mt. Pleasant, Town of Caledonia and/or County of Racine may seek a mandatory injunction requiring the Association to levy and collect assessments for such purpose.

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

11. A "For Sale" sign or a sign used by the builder or owner of a home on a lot may be displayed to the public but only during the time of construction or sale of the home. Any other sign must be in compliance with applicable Town or County ordinances and must be approved by the Deer Creek Estates Homeowners' Association.

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

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

14. Lots 3, 61, 98 and 121 are prohibited direct vehicle access within 35 feet of the intersection of Deer Creek Drive and Whitetail Drive, measured from the right-of-way.

15. Lots 67 and 94 are prohibited direct vehicle access within 35 feet of the intersection of Deer Creek Drive and Doe Glen Court, measured from the right-of-way.

16. Lots 37 and 58 are prohibited direct vehicle access within 35 feet of the intersection of Whitetail Drive and Red Fawn Court, measured from the right-of-way.

17. Lots 10 and 16 are prohibited direct vehicle access within 35 feet of the intersection of Deer View Court and Whitetail Drive.

18. Lots 48, 49, 70, 71 and 72 are affected by a 25-foot no-mow zone around the isolated wetland area. The property within the 25-foot no-mow zone shall not be mowed as part of the lawn area in order to protect the wetland area.

19. On all cul de sac lots the minimum front yard setback shall be 25 feet and the maximum front yard setback shall be 35 feet.

20. No business or commercial structure shall be erected or allowed to operate on said premises and the subdivision of which it is a part, being designed solely for first class

residential purposes only. A doctor, dentist, lawyer, insurance broker, artist, music teacher or person engaged in a similar professional pursuit, may use a room in a residence as an office or studio provided that no advertising signs shall be displayed. However, any home occupation or home office is subject to applicable Town and/or County ordinances.

21. No camper, motorhome, recreational vehicle, boat, trailer, bus, truck or motorcycle or any other unsightly or unlicensed vehicle may be stored or kept on any lot unless in compliance with applicable Town and/or County parking ordinances.

22. All drives shall be blacktop or cement or some other hard surface as approved by the Architectural Control Committee.

23. Residential structures shall not be allowed within 100 feet of the electrical lines located on the east side of the subdivision.

24. The Association is responsible in perpetuity for the maintenance of subdivision signage, landscape areas on the Outlots, landscape islands within the cul de sacs and the gravel walking paths as shown on attached walking path exhibit.

25. Declarant reserves the right to install subdivision signage within required setbacks. If, however, there is an existing residential structure on said lots at the time of signage installation said signage shall not be placed closer than 30' from the residential dwelling.

26. Declarant reserves the right to add additional lots adjoining Deer Creek Estates Subdivision to be members of the Deer Creek Estates Homeowners' Association to enjoy all the rights and responsibilities delineated in these restrictions.

27. Declarant retains ownership of Outlots 6 and 7 and reserves the right to transfer ownership of part or all of Outlots 6 and 7 to abutting property owners and/or the Deer Creek Estates Homeowners' Association. In the event such transfer does not take place within six months of the recording of the final plat, ownership shall be transferred to the Deer Creek Estates Homeowners' Association and the Association shall be responsible for effectuating such a transfer.

28. Outlots 3 and 4 are dedicated to the Town of Mt. Pleasant for parkland/stormwater drainage district purposes.

29. Regarding the entrance area Outlot shown on the subdivision plat as Outlot 1 and the landscape isles in the cul de sacs, the owner of each lot shall have a proportionate share of ownership interest in Outlot 1 and the landscape isles in the cul de sacs. The use of Outlot 1 shall be for signage and landscaping and the cul de sac isles for landscaping only.

30. Regarding the conservation areas shown on the subdivision plat as Outlots 2 and 5, the owner of each lot shall have proportionate share of ownership interest in Outlots 2 and 5. The following restrictions shall apply to the Outlots:

April 29, 2002
Revised November 11, 2002

PART I – PROHIBITIONS

The Deer Creek Estates Homeowners' Association agrees to forego the following uses on the property contained within the Outlot areas:

a) Commercial activities and uses, including commercial recreational, or industrial uses.
b) Metallic and non-metallic mining operations, including removal or extraction of minerals by any surface mining method.
c) Construction of any structure, improvement or road, with the exception of a stormwater retention pond, which may be required on the property. Such stormwater retention pond, however, shall not be placed in any existing wetland .
d) Division or subdivision of the property into smaller parcels.
e) Use of motorized vehicles on property except in connection with permitted activities or uses and in connection with habitat and resource management and monitoring.
f) Harvesting of timber or removal of vegetation except as it relates below.
g) Dumping, storage or disposal of waste, refuse, sludge or sewage inoperative vehicles, or debris of any kind.
h) Construction or placement of any residential structure in the conservation area; fences are also prohibited unless specifically approved in writing by the Architectural Control Committee of Deer Creek Estates subdivision.
i) Erection or placement of billboards or signs except for signs marking the property boundaries, identifying the property and its ownership, providing notice of these restrictions or activities or uses prohibited hereby, and signs advertising the property for sale or lease.
j) Alteration of the surface of the property, including filling, excavation, removal or placement of topsoil, sand, gravel or other material.
k) Burning of trash, garbage or other materials.
l) Construction of any utility pipe, line, cable or structure above, on, over or under the surface of the property.

PART II - PERMITTED USES

The Deer Creek Estates Homeowners' Association, however, shall have the following rights: Except as otherwise provided herein, the Association for itself, successors and assigns, shall have and shall be entitled to exercise all of the rights as owner of the Property, including the right to use the Property in any manner not inconsistent with the terms of these Restrictions, and the right to sell, give, transfer, mortgage or otherwise convey ownership of the Property or any portion thereof or interest therein subject, however, to these Restrictions. Specifically, the Association shall have the following rights:

a) The right to cut and remove exotic or non-native plant species.

b) The right to prohibit the public and all other persons from trespassing or otherwise coming upon the Property with the exception of Town or County officials who shall be granted access for the purposes of inspection and enforcement of the prohibitions noted in Part I above.

c) The right for the Association in perpetuity to maintain the gravel nature/hiking trails as originally installed by the Developer and shown on the approved engineering plans and attached walking path exhibit.

PART III - ENFORCEMENT

The restrictions called for in the above section may be enforced by any member of the Home Owners Association, and/or the Town of Mt. Pleasant, Town of Caledonia, or the County of Racine.

31. Lands lying within the designated secondary environmental corridor area and wetlands within Outlot 2 shall be preserved/protected in perpetuity by prohibiting the following activities: grading, filling, tiling, draining, excavating and dredging; erecting any structures except split-rail fences which may be allowed as part of the site plan review process; removing or destroying any native vegetation, except for diseased, non-indigenous species or noxious weeds (as defined by local ordinances); introducing plants not native or indigenous to the natural environment; creating a mown landscape, gardening, cultivating or depositing yard waste of any type; and grazing of domesticated animals, where applicable. This restriction shall run with the land and may not be amended by the Association or the Declarant.

32. The Association shall have the power to levy an annual assessment against each lot in the subdivision for the purpose of defraying, in whole or in part, the costs incurred by the Association. Such annual assessment shall be levied by the Association as of January 31 of each year and a statement for such amount shall be mailed to the owner of each lot as of such date and shall be payable on or before March 31 of each year.

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

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

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

35. These Covenants are to run with the land and shall be binding on all Parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years.

36. Declarant, any lot owner or the Deer Creek Estates Home Owners' Association shall have the right to enforce by a proceeding at law or in equity or both all of the terms and provisions of these Covenants and Restrictions. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction either to restrain the violation or to recover damages for such violation. Any person violating or attempting to violate any of the terms and provisions of these Covenants and Restrictions shall pay all reasonable attorneys' fees and costs incurred by the Declarant, the Association or lot owner in enforcing these Covenants and Restrictions.

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

38. These restrictions, except those which are the lot owners' responsibility in perpetuity, may be amended at any time by a majority vote from the Home Owners Association with only one vote per lot or unilaterally by the Declarant until 100% of the lots have been sold. However, any amendment to the restrictions as noted on the final subdivision plat shall be in compliance with applicable Town and/or County ordinances and shall require Town and/or County approval.

DATED this 18th day of NOVEMBER, 2002

Mark W. Neumann, President
Neumann Enterprises, Inc.

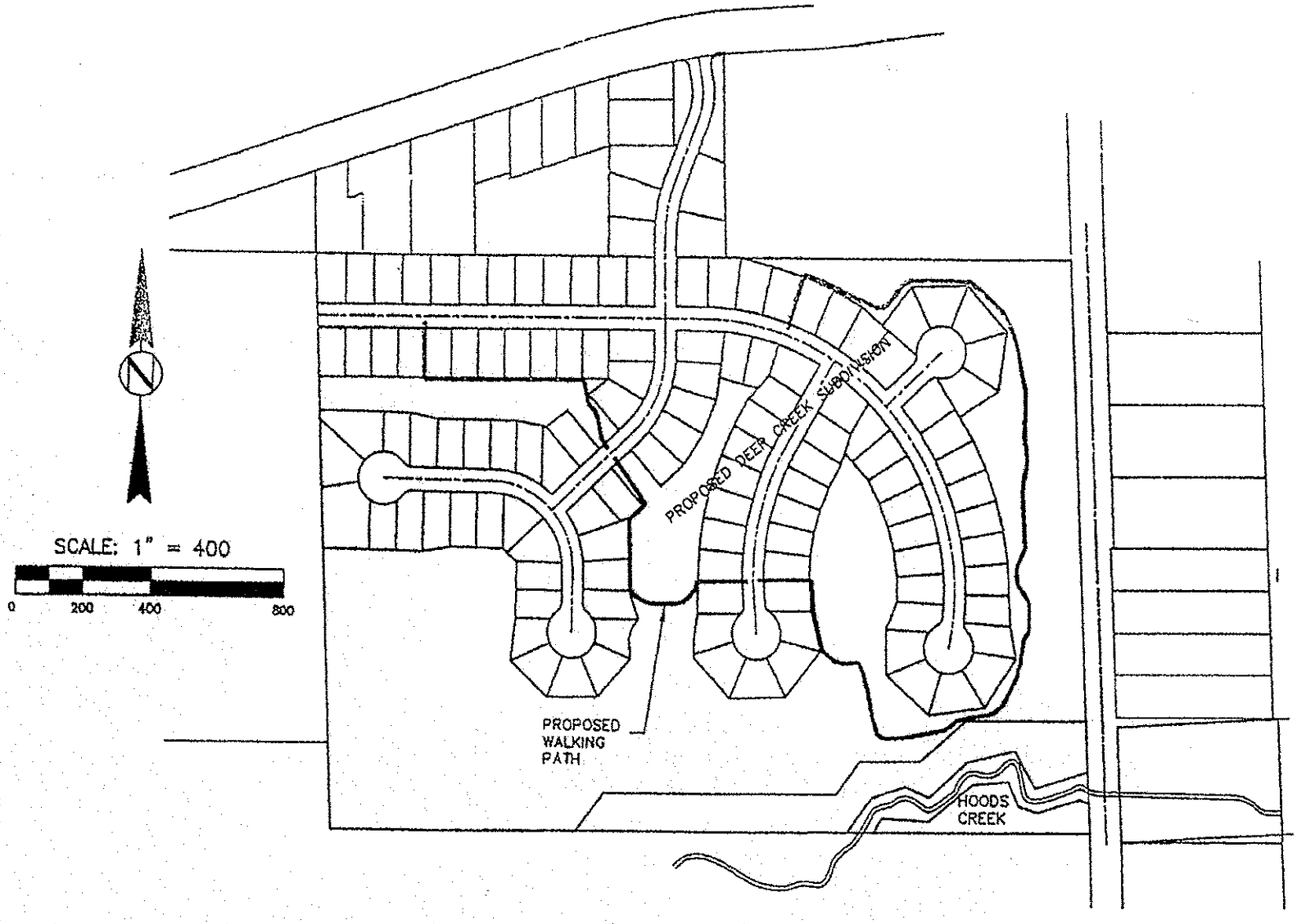
STATE OF WISCONSIN)
:ss
COUNTY OF KENOSHA)

Personally came before me, this 18th day of NOVEMBER, 2002 the above named MARK W. NEUMANN to me known to be the person who executed the foregoing instrument and acknowledge the same.

THIS INSTRUMENT DRAFTED BY:
BONNIE M. SCHAEFFER

Notary Public, KENOSHA County, WI
My Commission Expires: 9/11/05

WALKING PATH EXHIBIT



0001510

DOC # 1895625
Recorded
APR. 14, 2003 AT 05:00PM

AMENDMENT TO DEER CREEK ESTATES RESTRICTIONS

Document Number

Title of Document

Lots 1 through 124 and Outlots 1 through 7, Deer Creek Estates Subdivision, being a part of the SE 1/4 of Section 34, Township 4 North, Range 22 East, Town of Caledonia and part of the NE 1/4 and NW 1/4 of Section 3, Township 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin, recorded as Document No. 1872982, Vol. 34, Pages 361 through 364, in the Office of the Racine County Register of Deeds.

Deer Creek Estates Restrictions recorded as Doc. #1872983 in the Office of the Racine County Register of Deeds.

Lots 1 through 8, Deer Creek Estates West Subdivision, being a part of the SW 1/4 of Section 34, Township 4 North, Range 22 East, Town of Caledonia, and part of the NW 1/4 of Section 3, Township 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin.

MARK LADD
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $15.00

0002502-2504

Record this document with the Register of Deeds

Name and Return Address:
Neumann Enterprises, Inc.
W330 N6233 Hasslinger Drive
Nashotah, WI 53058

008-03-22-03-100-001 through -131
008-03-22-03-021-010
008-03-22-03-021-020

(Parcel Identification Number)

DEER CREEK ESTATES WEST

FROM
004-04-22-34-087-251
008-03-22-03-021-010
008-03-22-03-021-020

TO

LOT #		PARCEL #
1		004-04-22-34-101-010
1		008-03-22-03-101-010
2		004-04-22-34-101-020
2		008-03-22-03-101-020
3		004-04-22-34-101-030
3		008-03-22-03-101-030
4		004-04-22-34-101-040
4		008-03-22-03-101-040
5		008-03-22-03-101-050
6		008-03-22-03-101-060
7		008-03-22-03-101-070
8		008-03-22-03-101-080

Amendment to
Deer Creek Estates Restrictions

0002503

WHEREAS, Neumann Enterprises, Inc., ("Declarant") is the owner of Deer Creek Estates and Deer Creek Estates West,

WHEREAS, Deer Creek Estates is described as being part of the SE1/4 of Section 34, Town 4 North, Range 22 East, Town of Caledonia and part of the NE1/4 and NW1/4 of Section 3, Town 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin and Deer Creek Estates West is described as being part of the SW1/4 of Section 34, Town 4 North, Range 22 East, Town of Caledonia and part of the NW1/4 of Section 3, Town 3 North, Range 22 East, Town of Mt. Pleasant,

WHEREAS, Section 26 of the original Deer Creek Estates Restrictions states that the Declarant reserves the right to add additional lots adjoining Deer Creek Estates Subdivision to be members of the Deer Creek Estates Homeowners' Association to enjoy all the rights and responsibilities delineated in the restrictions,

WHEREAS, Section 38 of the original Deer Creek Estates Restrictions states that the restrictions may be amended at any time unilaterally by the Declarant,

NOW, THEREFORE, the Declarant hereby declares that the owners of Lots 1 through 8 of Deer Creek Estates West be added as members of the Deer Creek Estates Homeowners' Association.

NOW, THEREFORE, the Declarant reserves the right to install subdivision signage and landscaping within the required setbacks on Lots 1 through 8 of Deer Creek Estates West. If, however, there is an existing residential structure on said lot at the time of signage installation, said signage shall not be closer than 10 feet from the residential dwelling.

NOW, THEREFORE, all lot owners and future homeowners are hereby notified that the Declarant and/or his assigns may at their sole discretion place berms on any outlots within Deer Creek Estates.

DATED this 4TH day of APRIL, 2003

Mark W. Neumann, President
Neumann Enterprises, Inc.

STATE OF WISCONSIN)
:ss
COUNTY OF KENOSHA)

Personally came before me, this 4TH day of APRIL 2003 the above named Mark W. Neumann to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, KENOSHA County, WI
My Commission Expires: 09/11/06

BONNIE SCHAEFFER NOTARY PUBLIC STATE OF WISCONSIN

0002504

DOC # 1911565
Recorded
JUNE 20,2003 AT 03:09PM

MARK LADD
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $35.00

0000591-608

SECOND AMENDMENT TO DEER CREEK ESTATES RESTRICTIONS

Document Number	Title of Document

Lots 1 through 124 and Outlots 1 through 7, Deer Creek Estates Subdivision, being a part of the SE 1/4 of Section 34 Township 4 North, Range 22 East, Town of Caledonia and part of the NE 1/4 and NW 1/4 of Section 3, Township 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin, recorded as Document No. 1872982, Vol. 34, Pages 361 through 364, in the Office of Racine County Register of Deeds.

Lots 1 through 8, Deer Creek Estates West Subdivision, being a part of the SW 1/4 of Section 34, Township 4 North, Range 22 East, Town of Caledonia, and part of the NW 1/4 of Section 3, Township 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin.

Deer Creek Estates Restrictions recorded as Doc. #1872983 in the Office of the Racine County Register of Deeds, on January 2, 2003 as amended by the Amendment recorded as Document #1895625 in the Office of the Racine County Register of Deeds on April 14, 2003.

35

Record this document with the Register of Deeds
Name and Return Address:

Neumann Homes of Wisconsin LLC
c/o Dale W. Bruckner
Peregrine, Stime, Newman, Ritzman & Bruckner, Ltd.
221 E. Illinois St., P.O. Box 564
Wheaton, Illinois 60189-0564

008-03-22-03-100-001 through - 131
008-03-22-03-021-010
008-03-22-03-021-020
004-04-22-34-101-010
008-03-22-03-101-010
004-04-22-34-101-020
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008-03-22-03-101-050
008-03-22-03-101-060
008-03-22-03-101-070
008-03-22-03-101-080

M:\1NEUMANNHOMES\DEER CREEK\SECOND AMENDMENT.wpd

SECOND AMENDMENT TO DEER CREEK RESTRICTIONS

WHEREAS, Neumann Enterprises, Inc., ("Declarant") is the Owner of Deer Creek Estates and Deer Creek Estates West;

WHEREAS, Deer Creek Estates is described as being:

Lots 1 through 124 and Outlots 1 through 7, Deer Creek Estates Subdivision, being a part of the SE 1/4 of Section 34 Township 4 North, Range 22 East, Town of Caledonia and part of the NE 1/4 and NW 1/4 of Section 3, Township 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin, recorded as Document No. 1872982, Vol. 34, Pages 361 through 364, in the Office of Racine County Register of Deeds.

WHEREAS, Deer Creek Estates West is described as being:

Lots 1 through 8, Deer Creek Estates West Subdivision, being a part of the SW 1/4 of Section 34, Township 4 North, Range 22 East, Town of Caledonia, and part of the NW 1/4 of Section 3, Township 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin.

WHEREAS, Section 38 of the original Deer Creek Estates Restrictions recorded January 2, 2003 as Document Number 1872983 by the Register of Deeds for Racine County, Wisconsin, and amended by an Amendment recorded April 14, 2003 as Document Number 1895625, (hereinafter collectively "Restrictions") states that said Restrictions may be amended at any time unilaterally by the Declarant.

NOW, THEREFORE, the Declarant hereby amends the Deer Creek Estates Restrictions in the following respects:

0000592

1. Paragraph 2 of the Restrictions shall be deleted in its entirety, and replaced with the following:

"2. There is hereby created the Deer Creek Estates Homeowners Association, Inc., ("Association") which is a Wisconsin Non-Stock Corporation. The owner or owners of each lot in Deer Creek Estates or Deer Creek Estates West (hereinafter collectively "Subdivision") shall be members of the Association, said membership to commence automatically, upon the owner acquiring title to a lot in the Subdivision. Upon commencement of his/her membership in the Association, the owner of each lot in the Subdivision shall have one (1) vote per lot in the management and operation of the Association. Notwithstanding any other provision of the Restrictions or the attached by-laws, during that period of time when Gustaveson Homes, Inc., a Wisconsin corporation (hereinafter "Gustaveson Homes") and Neumann Homes of Wisconsin LLC both have ownership of one or more than one (1) lot within the Subdivision, Gustaveson Homes and Neumann Homes of Wisconsin LLC shall each have the right, in its sole and absolute discretion, to veto, disapprove and overrule any action voted upon, or sought to be taken, by the Association or its members. At such time as Gustaveson Homes or Neumann Homes of Wisconsin LLC conveys away title to its final lot within the Subdivision, its right to veto, disapprove and overrule as aforesaid, shall terminate automatically, without further action. Membership in the Association shall be appurtenant to and pass with title to each lot in Deer Creek Estates. The By-Laws governing operation of the Association are attached hereto as Exhibit A-1 and expressly incorporated herein."

2. The following Paragraph 5A shall be added to the Restrictions:

"5A. No mailbox nor lamp post shall be erected, placed or altered on or adjacent to any lot within the Subdivision unless the construction plans and specifications, and a plan showing the location of said mailbox and/or lamp post has been previously approved by the Architectural Control Committee. Approval may be denied solely based on harmony of design as determined by the Architectural Control Committee."

3. The following Paragraph 5B shall be added the Restrictions:

"5B. Each lot sold to any Purchaser other than Declarant, Neumann Homes of Wisconsin LLC, and/or Gustaveson Homes shall, at the time of said sale, have a tree with a trunk diameter of not less than three (3) inches, planted in the right-of-way located on or adjacent to the front of said lot."

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4. Paragraph 6 of the Restrictions shall be deleted in its entirety, and replaced with the following:

"6. The Association shall serve as an Architectural Control Committee at such time as (1) no lots are owned by Declarant or Neumann Homes of Wisconsin LLC, or (2) ten years from the recording of these restrictions, whichever occurs first. Until that time, Mark W. Neumann, Mike Gustaveson and Kenneth P.. Neumann, or their heirs or assigns, shall serve as an Architectural Control Committee for the purpose of enforcing the restrictions set out herein."

5. The following Paragraph 32A shall be added to the Restrictions:

"32A. At each closing where a lot is purchased by any individual or other entity other than Neumann Enterprises, Inc., Neumann Homes of Wisconsin LLC or Gustaveson Homes, the Purchaser shall be required to deposit into a Reserve Fund established by the Association, the sum of One Hundred and 00/100 Dollars ($100.00).

The following Paragraph 33A shall be added to the Restrictions:

6. "33A. Notwithstanding any other provision contained in the Restrictions as amended, neither Neumann Enterprises, Inc., Neumann Homes of Wisconsin LLC nor Gustaveson Homes shall, at any time, or for any reason, be required to make payment of any annual assessment, special assessment, deposited into the Association Reserve Fund, or any other payment, of any type, to, or on behalf of the Association as established by the Restrictions as amended."

7. The following Paragraph 33 B shall be added to the Restrictions:

"33 B. The lien created by the Restrictions shall be prior to all liens and encumbrances hereafter recorded, except Mortgages, real estate taxes and other charges levied by governmental authority and made superior by law. The personal obligation of the owner of any lot to pay such assessment shall, in addition remain said owner's personal obligation and a suit to recover a money judgment for non-payment of any assessment or installment thereof, levied pursuant hereto, may be maintained without foreclosing or waiving the lien herein created to secure same."

8. In the event of any inconsistency or conflict between the terms and provisions of this Second

0000594

Amendment to Deer Creek Estates Restrictions ("Second Amendment") and the terms and provisions of the Restrictions, the terms and provisions of this Second Amendment shall control. In all other respects the Restrictions, as previously amended, remain in full force and effect.

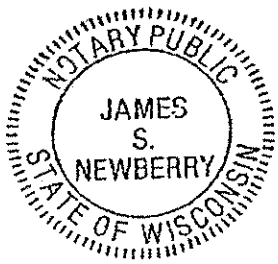
DATED this 19th day of June, 2003.

Mark W. Neumann, President
Neumann Enterprises, Inc.

0000595

STATE OF WISCONSIN)
)SS
COUNTY OF KENOSHA)

Personally came before me this 19th day of June, 2003, the above named Mark W. Neumann to me known to be the person who executed the foregoing instrument and acknowledge the same.



James S. Newberry
Notary Public, Kenosha County, WI

My Commission Expires: August 31, 2004

0000596

DOC # 1926139
Recorded
AUG. 21,2003 AT 04:48PM

AMENDMENT TO DEER CREEK ESTATES RESTRICTIONS

Document Number

Title of Document

MARK LADD
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $13.00

Record this document with the Register of Deeds

Name and Return Address:
Neumann Enterprises Inc.
W330 N6233 Hasslinger Drive
Nashotah, WI 53058

13-

0001271-1272

Lots 1 through 124 and Outlots 1 through 7, Deer Creek Estates Subdivision, being a part of the SE 1/4 of Section 34, Township 4 North, Range 22 East, Town of Caledonia and part of the NE 1/4 and NW 1/4 of Section 3, Township 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin, recorded as Document No. 1872982, Vol. 34, Pages 361 through 364, in the Office of the Racine County Register of Deeds.

Deer Creek Estates Restrictions recorded as Doc. #1872983 in the Office of the Racine County Register of Deeds.

Lots 1 through 8, Deer Creek Estates West Subdivision, being a part of the SW 1/4 of Section 34, Township 4 North, Range 22 East, Town of Caledonia, and part of the NW 1/4 of Section 3, Township 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin.

008-03-22-03-100-001 through -131
008-03-22-03-021-010
008-03-22-03-021-020

(Parcel Identification Number)

DEER CREEK ESTATES WEST

FROM
004-04-22-34-067-251
008-03-22-03-021-010
008-03-22-03-021-020

TO

LOT #		PARCEL #
1		004-04-22-34-101-010
1		008-03-22-03-101-010
2		004-04-22-34-101-020
2		008-03-22-03-101-020
3		004-04-22-34-101-030
3		008-03-22-03-101-030
4		004-04-22-34-101-040
4		008-03-22-03-101-040
5		008-03-22-03-101-050
6		008-03-22-03-101-060
7		008-03-22-03-101-070
8		008-03-22-03-101-080

INFORMATION PROFESSIONALS COMPANY FOND DU LAC, WI 800-658-2021

AMENDMENT TO DECLARATION OF RESTRICTIONS FOR DEER CREEK ESTATES AND DEER CREEK WEST

0001272

WHEREAS, Neumann Enterprises Inc., ("Declarant") is the owner of one or more lots in Deer Creek Estates and Deer Creek West,

WHEREAS, Deer Creek Estates is described as being part of the SE ¼ of Section 34, Town 4 North, Range 22 East, Town of Caledonia and part of the NE ¼ and the NW ¼ of Section 3, Town 3 North, Range 22 East, Town of Mount Pleasant, Racine County, Wisconsin and Deer Creek West is described as being part of the SW ¼ of Section 34, Town 4 North, Range 22 East, Town of Caledonia and part of the NW ¼ of Section 3, Town 3 North, Range 22 East, Town of Mount Pleasant,

WHEREAS, Section 38 of the original Deer Creek Estates Restrictions states that: These restrictions, except those which are the lot owners' responsibility in perpetuity, may be these restrictions my be amended at any time by a majority vote from the Home Owners Association with only one vote per lot or unilaterally by the Declarant until 100% of the lots have been sold,

NOW THEREFORE, the Declarant changes that sentence to: These restrictions, except those which are the lot owners' responsibility in perpetuity, may be amended at any time by a majority vote from the Home Owners Association with only one vote per lot or unilaterally by the Declarant until 100% of the lots have been built upon and occupancy permit granted.

Mark Neumann, Developer/Owner, Neumann Enterprises, Inc.

Dated this 7th day of August, 2003.

Personally came before me on this 7th day of August, 2003.

Kelly O'Donnell

Notary Public, Waukesha County, Wisconsin.

My Commission Expires 7-31-05.

KELLY O'DONNELL NOTARY PUBLIC STATE OF WISCONSIN

DOC # 1930429
Recorded
SEP. 10,2003 AT 09:13AM

THIRD AMENDMENT TO DEER CREEK ESTATES RESTRICTIONS

Document Number

Title of Document

Lots 1 through 124 and Outlots 1 through 7 of Deer Creek Estates Subdivision being part of the SE 1/4 of Section 34, Town 4 North, Range 22 East, Town of Caledonia and part of the NE 1/4 and NW 1/4 of Section 3, Town 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin

MARK LADD
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $13.00

0000207-208

Record this document with the Register of Deeds

Name and Return Address:
Neumann Enterprises, Inc.
W330 N6233 Hasslinger Dr.
Nashotah, WI 53058

13

008-03-22-03-100-001 through
008-03-22-03-100-131

(Parcel Identification Number)

INFORMATION PROFESSIONALS COMPANY FOND DU LAC, WI 800-655-2021

Third Amendment to
Deer Creek Estates Restrictions

0002008

WHEREAS, Neumann Enterprises, Inc., ("Declarant") is the owner of Deer Creek Estates,

WHEREAS, Deer Creek Estates is described as being part of the SE1/4 of Section 34, Town 4 North, Range 22 East, Town of Caledonia and part of the NE1/4 and NW1/4 of Section 3, Town 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin

WHEREAS, Section 38 of the original Deer Creek Estates Restrictions states that the restrictions may be amended at any time unilaterally by the Declarant,

NOW, THEREFORE, the Declarant hereby declares that there shall be a 20-foot tree protection buffer yard along the north line of Lots 115 through 120. Within this buffer yard, no tree larger than 2" in diameter (dbh) shall be removed unless it is diseased or dead.

NOW, THEREFORE, the second sentence of Section 27 is hereby amended to read: In the event such transfer does not take place within eighteen months of the recording of the final plat, ownership shall be transferred to the Deer Creek Estates Homeowners' Association and the Association shall be responsible for effectuating such a transfer.

DATED this 3RD day of SEPTEMBER, 2003

Mark W. Neumann, President
Neumann Enterprises, Inc.

STATE OF WISCONSIN)
:ss
COUNTY OF KENOSHA)

Personally came before me, this 3rd day of SEPTEMBER, 2003 the above named Mark W. Neumann to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, KENOSHA County, WI
My Commission Expires: 9/11/05

BONNIE SCHAEFFER NOTARY PUBLIC STATE OF WISCONSIN

This instrument was drafted by Bonnie M. Schaeffer
Neumann Enterprises, Inc.

0000370

DOC # 1976040
Recorded
JUNE 07, 2004 AT 03:46PM

MARK JADO
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $17.00

Document Number

Fifth Amendment to Deer Creek Restrictions
Title of Document

Recording Area

Name and Return Address
Hostak, Henzl, & Bichler
PO Box 516
Racine, WI 53401-0516

17

Parcel Identification Number (PIN)

Tax Key Nos.

51-151-03-22-03-100-001 through-131

and:

Lot 1: 51-004-04-22-34-101-010
51-151-03-22-03-101-010
Lot 2: 51-004-04-22-34-101-020
51-151-03-22-03-101-020
Lot 3: 51-004-04-22-34-101-030
51-151-03-22-03-101-030
Lot 4: 51-004-04-22-34-101-040
51-151-03-22-03-101-040
Lot 5: 51-151-03-22-03-101-050
Lot 6: 51-151-03-22-03-101-060
Lot 7: 51-151-03-22-03-101-070
Lot 8: 51-151-03-22-03-101-080

Information Professionals Co., Fond du Lac, WI
800-655-2021

0000371

FIFTH AMENDMENT TO DEER CREEK RESTRICTIONS

WHEREAS, Neumann Enterprises, Inc. ("Declarant") is the Owner of Deer Creek Estates and Deer Creek Estates West;

WHEREAS, Deer Creek Estates is described as being:

Lots 1 through 124 and Outlots 1 through 7, Deer Creek Estates Subdivision, being a part of the SE ¼ of Section 34, Township 4 North, Range 22 East, Town of Caledonia and part of the NE ¼ and NW ¼ of Section 3, Township 3 North, Range 22 East, ~~Town~~ VILLAGE of Mt. Pleasant, Racine County, Wisconsin, recorded as Document No. 1872982, Vol. 34, Pages 361 through 364, in the Office of Racine County Register of Deeds.

WHEREAS, Deer Creek Estates West is described as being:

Lots 1 through 8, Deer Creek Estates West Subdivision, being a part of the SW ¼ of Section 34, Township 4 North, Range 22 East, Town of Caledonia, and part of the NW ¼ of Section 3, Township 3 North, Range 22 East, ~~Town~~ VILLAGE of Mt. Pleasant, Racine County, Wisconsin.

WHEREAS, Section 38 of the original Deer Creek Restrictions recorded January 2, 2003 as Document Number 1872983 by the Register of Deeds for Racine County, Wisconsin, and amended by an Amendment recorded April 14, 2003 as Document Number 1895625, as amended by a Second Amendment recorded June 20, 2003 as Document Number 1911565, as amended by Amendment to Deer Creek Estates Restrictions recorded August 21, 2003, as Document Number 1926139, as amended by a Third Amendment recorded September 10, 2003, as Document Number 1930429, and as amended by a Fifth Amendment recorded December 15, 2003, as Document Number 1948058, (hereinafter collectively "Restrictions") states that said Restrictions may be amended at any time unilaterally by the Declarant.

NOW, THEREFORE, the Declarant hereby amends the Deer Creek Estates Restrictions in the following respects:

1. The following shall be added to Paragraph 27 of the Restrictions:

   If ownership of part or all of an Outlot is transferred to an abutting owner who is not an owner of any lot in the subdivision:

   a) The Association shall not thereafter be responsible for any maintenance or repair upon any part of an Outlot which has been transferred to an abutting owner who is not an owner of any lot in the subdivision and shall have no power to exercise any rights with respect to any part of an Outlot which has been transferred to an abutting owner who is not an owner of any lot in the subdivision;

0000372

b) The owner of any abutting lot to whom any part of an Outlot has been transferred who is not an owner of any lot in the subdivision and that owner's successors and assigns shall not be a member of the Association or entitled to any vote in the management and operation of the Association;

c) The part of any Outlot which has been transferred to an abutting owner who is not an owner of any lot in the subdivision shall not be subject to assessments in favor of the Association;

d) The part of any Outlot which has been transferred to an abutting owner who is not an owner of any lot in the subdivision shall not be subject to the Restrictions;

e) The owner to whom any part of an Outlot has been transferred who is not an owner of any lot in the subdivision and that owner's successors and assigns shall not be bound by the Restrictions; and

f) The Restrictions shall be void as to any part of an Outlot which has been transferred to an abutting owner who is not an owner of any lot in the subdivision.

2. In the event of any inconsistency or conflict between the terms and provision of this Fifth Amendment to Deer Creek Estates Restrictions ("Fifth Amendment") and terms and provisions of the Restrictions, the terms and provisions of this Fifth Amendment shall control to give effect to the Declarant's intent to declare the Restrictions void as to any parts of Outlots 6 and 7 which shall be transferred to abutting owners who are not owners of lots in the subdivision. In all other respects the Restrictions, as previously amended, remain in full force and effect.

Dated this 20th day of May, 2004.

Neumann Enterprises, Inc.

Mark W. Neumann, President

STATE OF WISCONSIN)
) SS
KENOSHA COUNTY

Personally came before me this 20th day of May, 2004, the above named Mark W. Neumann to me known to be the person who executed the foregoing instrument and acknowledged the same as the act of Neumann Enterprises, Inc., by its authority.

Notary Public, Wisconsin
My Commission Expires: 09/11/05

Drafted by: Robert R. Henzl, Attorney

0000373

CERTIFICATE

The undersigned, an officer of Deer Creek Estates Homeowners Association, Inc. ("Association"), hereby certifies that there are no assessments in favor of the Association, pending or contemplated, against Outlot 7 of Deer Creek Estates Subdivision and that Association consents to having the Restrictions for Deer Creek Estates Subdivision, as amended, declared void as to Outlot 7.

Dated: May 20, 2004.

Deer Creek Estates Homeowners Association, Inc.

By: _____

0000186

Sixth Amendment to
Deer Creek Estates Restrictions

WHEREAS, Neumann Enterprises, Inc., ("Declarant") is the developer of Deer Creek Estates,

WHEREAS, Deer Creek Estates is described as being part of the SE1/4 of Section 34, Town 4 North, Range 22 East, Town of Caledonia and part of the NE1/4 and NW1/4 of Section 3, Town 3 North, Range 22 East, Village of Mt. Pleasant, Racine County, Wisconsin

WHEREAS, Section 38 of the original Deer Creek Estates Restrictions states that the restrictions may be amended at any time unilaterally by the Declarant,

NOW, THEREFORE, the Declarant hereby declares that Sections 29 and 30 be amended to read that Outlots 1, 2 and 5 shall be owned by the Deer Creek Estates Homeowners Association.

DATED this 23rd day of June, 2004

Mark W. Neumann, President
Neumann Enterprises, Inc.

STATE OF WISCONSIN)
:ss
COUNTY OF KENOSHA)

Personally came before me, this 23rd day of June, 2004 the above named Mark W. Neumann to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, KENOSHA County, WI
My Commission Expires: 09/11/05

This instrument was drafted by Bonnie M. Schaeffer
Neumann Enterprises, Inc.

00001'85

DOC # 1980254
Recorded
JUNE 30,2004 AT 11:07AM

MARK LADD
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $13.00

Document Number	Sixth Amendment to Deer Creek Estates Restrictions
	Title of Document

Lots 1 through 124 and Outlots 1 through 7 of Deer Creek Estates Subdivision being part of the SE 1/4 of Section 34, Town 4 North, Range 22 East, Town of Caledonia and part of the NE 1/4 of Section 3, Town 3 North, Range 22 East, Village of Mt. Pleasant, Racine County, Wisconsin

Record this document with the Register of Deeds

Name and Return Address:
Neumann Enterprises, Inc.
W330 N6233 Hasslinger Drive
Nashotah WI 53058

13

151-03-22-03-100-001 through
151-03-22-03-100-131(by ones)
(Parcel Identification Number)

INFORMATION PROFESSIONALS COMPANY FOND DU LAC, WI 800-558-2021

BY-LAWS OF THE
_____ HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the not-for-profit corporation is the _____Homeowners Association ("Association"). The principal office of the Association shall be located at_____, Wisconsin, but meetings of members and directors may be held at such places within the State of Wisconsin, County of _____ as may be designated by the Board of Directors ("Board").

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ARTICLE II

BOARD OF MANAGERS

Section 1. Administration of Property Prior to Election of Initial Board of Managers. Until the election of the initial Board of Managers, the same rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board of Managers by law and in the Declaration and By-Laws shall be held and performed by the Declarant. The election of the initial Board of Managers shall be held thirty (30) days after the occurrence of one of the following events:

(a) Twenty (20) years from the date of the Declaration;

(b) The sale and conveyance of legal title to all of the lots to owners other than Declarant or an assignee of Declarant; or

(c) Declarant elects voluntarily to turn over to the members the authority to appoint a Board.

Within sixty (60) days following the election of a majority of the Board of Managers other than the Declarant, the Declarant shall deliver to the Board of Managers:

(1) All original documents pertaining to the Property (as defined in the Declaration) and its administration such as the Declaration, By-Laws, Articles of Incorporation, minutes and any rules or regulations governing the Property.

(2) A detailed accounting by the Declarant, setting forth the source and nature of receipts and expenditures in connection with the management, maintenance and operation of the Association;

(3) Association funds, which shall have been at all times segregated from any other monies of the Declarant;

(4) A schedule of all personal Property, equipment and fixtures belonging to the Association, including documents transferring the Property;

(5) Any contracts, leases, or other agreements made prior to the election of a majority of the Board of Managers other than the Declarant by or on behalf of Lot Owners.

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Section 2. Board of Managers (Board of Directors).

(a) The Board of Directors, also known as the Board of Managers, shall consist of three (3) persons who shall be appointed or elected in the manner herein provided, or such greater number as may be determined by Board resolution. Each member of the Board shall be a Lot Owner and shall reside on the Property, provided, however, that in the event a Lot Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board, provided such person must reside on the Property unless he is a Board member nominated by the Declarant.

(b) At the initial meeting, the Voting Members shall elect three (3) Board Members. In all elections for members of the Board, each Voting Member shall be entitled to cumulate his votes in the manner provided by law and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. The two (2) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years and the person receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. In the event of a tie vote, the members of the Board shall determine which members shall have the two (2) year terms and which members shall have the one (1) year term. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of two (2) years each, provided, however, Board members may succeed themselves. Members of the Board shall receive no compensation for their services, unless expressly authorized by the Board with the approval of Voting Members having two-thirds (2/3) of the total votes. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the Voting Members present at the next annual meeting or at a special

meeting of the Voting Members called for such purpose. Except as otherwise provided in the Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present (at its meetings at which a quorum exists.] A majority of the total number of the members of the Board shall constitute a quorum. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may from time to time adopt.

Section 3. Officers. The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members, and who shall be the chief executive officer of the Board and the Association and who shall execute amendments to the Declaration and By-Laws; a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members, who shall mail and receive all notices, and who shall, in general, perform all the duties incident to the office of Secretary; a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. Provided, however, no officer shall be elected for a term of more than two (2) years. However, any officer may succeed himself in any office.

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Section 4. Removal. Any Board member may be removed from office by affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes, at any special meeting called for that purpose. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members at the same meeting or any subsequent annual meeting or special meeting called for that purpose, such meeting to be held within thirty (30) days after the special meeting which removed the Board-member.

Section 5. Meetings. The Board shall meet at least four (4) times annually, on the first Monday of February, May, August and November and at such other times as the Board deems necessary. Meetings of the Board shall be open to any Lot Owner, notice of any such meeting shall be received at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice.

Section 6. General Powers of the Board. In addition to the duties and powers inherently charged to and possessed by the Association as an Wisconsin not-for-profit corporation and the duties and powers enumerated herein and in its Articles of Incorporation and Declaration, or elsewhere provided for, and without limiting the generality of the same, the Association shall have the following duties and powers:

(a) preparation, adoption and distribution of the annual budget for the Property;

(b) levying of assessments;

(c) collection of assessments from members;

(d) owning, conveying, encumbering, leasing and otherwise dealing with Lots conveyed to or purchased by it;

(e) keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;

(f) to have access to each Lot from time to time as may be necessary for the maintenance, repair or replacement of the Common Area therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Area or to other Lot or Lots;

(g) to pay any amount necessary to discharge any mechanic's lien or other encumbrance against the Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Area, rather than merely against the interests therein of particular Lot Owners. Where one or more Lot Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred (including attorney's fees, if any) by the Board by reason of said lien or liens shall be specially assessed to said Lot owner or Lot Owners;

(h) to maintain and repair any Lot if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Area or any other portion of the Property, and a Lot owner of any Lot that has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair mailed or delivered by the Board to said Lot Owner, provided that the Board shall levy a special assessment against such Lot Owner for the cost of said maintenance or repair;

(i) The Board shall have the power to seek relief from or in connection with the assessment or levy of any general real estate taxes, special assessments and any other special taxes or charges of the State of Wisconsin or any political subdivision thereof, or any other lawful assessing body, which are authorized by law to be assessed and levied on the Common Area and to charge all expenses incurred in connection therewith to the Association.

(j) the Board's powers hereinabove enumerated and described in the Declaration, shall be limited in that the Board shall have no authority to acquire and pay for any structural alterations, additions to, or improvements of the Lots requiring an expenditure in excess of Five Thousand Dollars **($5,000.00)**, without in each case the prior approval of Voting Members having two-thirds (2/3) of the total votes;

(k) all agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board,

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such documents shall be signed by the Treasurer and countersigned by the President of the Board;

(l) the Board may adopt such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Lot Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all Lot Owners and Occupants and the Property shall at all times be maintained subject to such rules and regulations;

(m) the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board;

(n) nothing hereinabove contained shall be construed to give the Board, Association, or Lot Owners authority to conduct an active business for profit on behalf of all the Lot Owners or any one of them;

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ARTICLE III

COMMITTEES

Section 1. The Board, by resolution adopted by a majority of the Board, may designate one (1) or more committees, each of which shall consist of one (1) or more members of the Board; said committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and the delegation thereof of authority shall not operate to relieve the Board, or any individual member of the Board, of any responsibility imposed upon it or him by law.

Section 2. Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the members of the Board present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Lot owners, and the President of the Association, shall appoint the members thereof. Any member thereof may be removed whenever in the judgment of the Board the best interests of the Association shall be served by such removal.

Section 3. Each member of a committee shall continue as such until the next annual meeting of the Board or until his successor is appointed and shall have qualified or until the Board shall relieve him from his role as a committee member, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

Section 4. One (1) member of each committee shall be appointed chairman.

Section 5. Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointment.

Section 6. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7. Each committee may adopt rules for its own governance not inconsistent with these By-Laws or with rules adopted by the Board.

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ARTICLE IV

MEMBERSHIP MEETINGS

A. Meetings of the Lot Owners shall be held at the principal office of the Association or at such other place in the City of _____, Wisconsin as may be designated in any notice of a Meeting, any Lot owners in writing may waive notice of a meeting or consent to any action of the Association without a Meeting.

B. Special Meetings of the Lot Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these By-Laws, require the approval of all, or some of the Lot Owners, or for any other reasonable purpose. Said Meetings shall be called by written notice, authorized by a majority of the Board or by the Lot Owners having one-fourth (1/4) of the total votes, and delivered not less than five (5) days prior to the date fixed for said Meeting. The Notices shall specify the date, time and place of the Meeting and the matters to be considered.

C. At any Meeting of the Lot Owners, a Lot Owner entitled to vote may either vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. go proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

ARTICLE V

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Lot owner and their mortgagees. The Articles and the Declaration and By-Laws of the Association shall be available for inspection by any Lot Owner at the principal office of the Association, where copies may be purchased at reasonable cost. The Association shall also provide, upon written request by any holder, insurer or guarantor of any first mortgage that is secured by a Lot within the Property, a copy of an audited financial statement for the preceding fiscal year.

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ARTICLE VI

AMENDMENTS

These By-Laws may be amended or modified from time to time by action or approval of the Lot Owners entitled to cast two-thirds (2/3) of the total votes computed as provided in Section 3.1. Such Amendments shall be recorded in the Office of the Recorder of Deeds of _____ County, Wisconsin.

ARTICLE VII

INTERPRETATION

In the case of any conflict between the Articles of Incorporation of the Association and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Rules and Regulations of the Deer Creek Estates Homeowners Association

The following are the Rules and Regulations as adopted by resolution dated 5-20-2021 of the board of Directors of the Deer Creek Homeowners Association ("association"), in keeping with the Declaration of Covenants, Conditions, Easements and Restrictions of said Association ("Declaration") and Neighborhood Associations. The Board of Directors reaffirmed the authority and provided further clarity of the Rules and Regulations in a corporate resolution dated 11-14-2022. The Rules and Regulations are to be effective 11-14-2022 and thereafter and they apply to all Neighborhood Associations as defined within this document.

1. Rules Regarding Fines for Non-Payment of Assessments of Any Nature. All assessments or special assessments or other lawful charges of the Association shall be levied and due and payable in accordance with Part III-ENFORCEMENT, Section 32 and 33 of the Declaration of the Restrictions for Deer Creek Estates Subdivision, a/k/a Declaration of Covenants, Conditions, Easements, and Restrictions of said Association and Neighborhood Associations. Due dates for special assessments shall be as established by the board of directors. Any payment of less than the full amount of any and all assessments of any kind and nature or any other lawful charges of the Association not paid in full when due shall subject the owner to a late charge of $50 per month, in addition to any interest that may be assessed under Part III-ENFORCEMENT, and shall be added to and deemed part of the owner's common expenses.

2. Rules Regarding Fines for Violations of the Declaration, By-Laws, Rules, and Regulations or Any Amendments Thereto. Article II, Section 6 of the By-Laws allows for the Board of Directors to adopt reasonable rules and regulations for the maintenance, administration, management, operation, use, conservation and beautification of the Property. The Board hereby fixes this rule whereby any violation not corrected within fourteen (14) days following the date of the first written demand to cease and desist from an alleged violation will cause a fine of fifty No/100 dollars ($50) to be assessed to the offending Owner. The fine shall be due and payable fourteen (14) days after written notice is sent to said Owner. If after thirty (30) days of the date of the first written notice of the violation to be corrected, the member fails to correct said violation the fine shall be set at fifty and No/100 dollars ($50), per day until the violation is corrected.

3. General Rules

    a. Architectural Changes to the Lot or Dwelling. The Architectural Review Committee (ARC) and Board of Directors must approve all substantive aesthetic and structural changes to the landscape, or dwelling, on a lot, in writing. An Architectural Review Committee Plan Approval (ARC Request) must be submitted each time approval is requested. The request must have attached a site plan with the changes marked on it and a picture or brochure, if possible, of what is requested, including but not limited to: fence type, swing set, playhouse, antennas, swimming pools, high voltage lighting, hot tubs, lawn ornaments, etc. At least two (2) weeks should be allowed for approval from the date of receipt by the Architectural Review Committee (ARC) and Board of Directors. Any required local municipality permits must be obtained prior to construction. Any alterations should be completed within six (6) months of beginning the project.

Approval or denial is in the sole discretion of the Architectural Review Committee (ARC) and board of Directors.

b. Fences. The following provisions are supplementary to the existing fence required as stated in the governing documents:
   i. All fences must be seventy-two (72) inches or less in height and complementary to neighboring fences is applicable. Fences shall be constructed of quality wood (intended for exterior fencing), vinyl, aluminum, steel, or other material approved by the Architectural Review Committee and Board of Directors and shall be maintained in a satisfactory condition at all times.
   ii. Chain-link or stockade fences are not allowed.
   iii. Fences must commence from the rear of the residence and must conform with the height and setbacks as described herein.
   iv. On corner lots, side-yard fences cannot extend more than eight (8) feet beyond the building setback line.
   v. Fences on homesites where the rear of the yard backs to a pond are to be 48" tall and are required to be complimentary in design with the objective to have a harmonious look for all yard's abutting said area with the face or "good" side of the fence facing the "open" space.
   vi. Fences on homesites adjacent to, or backing to, a part of open space are required to be identical in design with the objective to have uniform look for all yards abutting said area with the face or "good" side of the fence facing the open space.
   vii. Fences on homesites shall not encroach on the established landscape easement along any streets with the objective to have a uniform look for all yards abutting said area with the face or "good" side of the fence facing the open space.
   viii. Any fence placed on a public easement area is done so at the owner's own risk and expense.
   ix. Invisible electric underground dog fences will be allowed if the dog(s) being fenced obey the signal. If, at any time, the dog(s) come out of the yard unleashed, the homeowner will be fined Fifty and No/100 dollars ($50.00) and will be required to put up a standard fence.
   x. All fences are subject to the review and approval of the Architectural Review Committee and Board of Directors.
   xi. All fences are subject to all applicable zoning ordinances, governmental easements, and building codes.
   xii. Architectural Review Committee (ARC) approval of the placement of fences shall not be construed to conform to the governing Municipality or other regulatory bodies' approval. Separate approval shall be sought where necessary. Furthermore, ARC approval does not guarantee or supersede that proper drainage is maintained in accordance with the Declaration.
   xiii. Fences installed prior to 5/20/2021 are to be considered "grandfathered in" unless they require repairs of 50% or more of the total fence. If more than 50%

of the fence must be repaired, the entire fence must be brought up to current fencing requirements.

c. Flag Poles. A freestanding flagpole shall be allowed on a lot after obtaining Architectural Review Committee Approval of the location, style, and size. Temporary flagpoles may be attached to the front of home for the purpose of flying the American flag. The only flags permitted are the American flag or seasonal and holiday flags, unless otherwise approved by the Board of Directors.

d. Holiday Trim. Tasteful holiday trim may be displayed in the appropriate season provided that it is not excessive. Holiday trim must be removed within 30 days after the holiday/season weather permitting.

e. Satellite Dishes/Antennas. Per the 1996 revisions to the FCC Code, satellite dishes and antennas less that Twenty-Four (24) inches in diameter will be allowed by the Deer Creek Homeowners Association. However, they may not be affixed to the front of the house. Additionally, an Architectural Review Committee request (ARC Request) must be submitted to the ARC committee and approved prior to any installation. All satellite dishes must be placed in the rear yard unless signal is impaired by such placement in which case a certified satellite dish installation company must document the problem and provide documentation to the ARC committee and Board of Directors. An alternate location will have to be approved by the ARC committee and the Board of Directors. Where possible, the view of the dish must be blocked by evergreen bushes. Any satellite dishes or antenna over the Twenty-Four (24) inches in diameter will be reviewed by the ARC committee and the Board of Directors and may be considered depending upon location, size, etc.

f. Swimming Pools. The following provisions are supplementary to the existing swimming pools requirements as stated in the governing documents:
   i. All swimming pools are subject to all applicable zoning ordinances and building codes. This includes temporary pools that are designed to be taken down during the winter months.
   ii. All swimming pools shall not at any point be higher than Forty-Eight (48) inches above the immediately adjacent final lot grade.
   iii. All swimming pools shall be no larger than six hundred Sixteen (616) square feet of water surface area.
   iv. All swimming pools shall have evergreen-type shrubs at least every Four (4) feet of exposed pool perimeter of a type, size, and placement as approved by the Architectural Review Committee (ARC) and Board of Directors. The landscaping and shrubbery shall conceal the outside of the pool and structure. A detailed landscaping plan must be submitted to and approved by the ARC prior to the start of any swimming pool construction. The owner must ensure that the swimming pool and landscaping will be of quality appearance. If the pool is

located inside a yard with a privacy fence, shrubbery does not have to be installed.

v. The exterior of the swimming pool color, lighting, deck, stairs, and materials that surround the swimming pool at grade level (i.e., grass, concrete, brick pavers, decking, sand, or stone) shall be approved by the Architectural Review Committee (ARC) and Board of Directors.

g. Swing Sets and Play Equipment. Swing sets and play equipment must be placed in the rear yard and be made of wood, molded plastic, or other high quality non-metallic materials. Play equipment must be kept at least Ten (10) feet from the lot line in order to protect the neighbor's property. Swing sets and play equipment must be kept in good repair at all times.

h. Basketball Hoops. Only permanent installed freestanding basketball hoops are allowed to be installed. No basketball hoops are allowed to be attached to the house. Basketball hoops must be installed a minimum of Eight (8) feet from the side property line and Ten (10) feet from the front property line. It is permitted to utilize a portable basketball hoop provided said structure must remain on the owner's driveway and shall be maintained in an upright position at all times and keep in good repair.

i. Use Restrictions. Each dwelling unit shall be used only as a residence, provided, however, that no owner shall be precluded with respect to his dwelling unit, from keeping his personal business records, home office or account books therein.

j. No camper, motor home, recreational vehicle, large vehicle, vehicle requiring a CDL, boat, trailer, bus, truck, or other unsightly or unlicensed vehicle may be stored or kept on/in any public right-of-way or common area.

The above "Rules and Regulations of the Deer Creek Estates Homeowners Association" are hereby adopted this 14th day of November, 2022 to be effective 11-14-2022 and thereafter. The "Rules and Regulations of the Deer Creek Estates Homeowners Association" apply to all Neighborhood Associations as defined within this document. All properties with existing property modifications, prior to the adoption of these updated "Rules and Regulations of the Deer Creek Estates Homeowners Association" dated May 20th, 2021 are to be considered "grandfathered in".

Deer Creek HOA President - Thorin Ritter

11-14-2022

Deer Creek HOA Treasurer – Amber Jirschele

11/14/2022