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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FARMSTEAD CREEK HIGHLANDS SUBDIVISION

Document Name

Document # **1503517**
WASHINGTON COUNTY WISCONSIN
2020-07-24 2:16:00 PM
Sharon A. Martin
SHARON A MARTIN
WASHINGTON COUNTY
REGISTER OF DEEDS
Fee: **$30.00**

Return via MAIL (REGULAR)
Pages: **27**

Legal Description:

Part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 12, Township 10 North, Range 18 East, Village of Slinger, Washington County, Wisconsin, bounded and described as follows:

Beginning at the North 1/4 corner of Section 12; thence N87°44'20"E along the North line of the Northeast 1/4 of Section 12 a distance of 654.85 feet; thence S00°14'18"E, 1573.22 feet to the Northerly line of Farmstead Creek; thence S86°22'02"W along said Northerly line 655.63 feet to the Easterly line of Farmstead Creek and the West line of the Northeast 1/4 of Section 12; thence N00°14'13"W along said Easterly line 1588.92 feet to the point of beginning.

Contains 1,034,749 square feet or 23.75 acres

Subject Property described above subdivided in one complete phase for development into Lots 1 through Lot 55 and Outlots 1, 2, 3 and 4 as shown on the Plat of Farmstead Creek Highlands.

Recording Area 27

Name and Return Address

Farmstead Creek Development, LLC
2165 Elsies Drive
Richfield, WI 53076

Land5

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

OF

FARMSTEAD CREEK HIGHLANDS SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions of Farmstead Creek Highlands Subdivision (this "Declaration") is made and entered into by Farmstead Creek Development, LLC (Developer)

Recitals

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

By this Declaration, Developer intends to subjects 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, Developer, 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 Developer, its successors and assigns, and all subsequent owners and occupants of all or any part of such real property.

Inherent in the Declaration is the general concept to promote the common good and architectural them of the Subdivision and since Owners are using facilities and improvements in common, each Lot Owner must forfeit a certain degree of freedom of choice which that Lot Owner might otherwise enjoy in a development without a common architectural theme and Common Areas and Common Improvements. Lot Owners comprise a little democratic sub-society of necessity for governance as same pertains to the use of the Common Areas and Common Improvements and promotion of common good which may not exist in other developments.

ARTICLE 1. DEFINITIONS

The following terms shall have the assigned definitions:

1.1 Association

The "Association" shall mean Farmstead Creek Highlands 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 Highlands Subdivision Documents
"Farmstead Creek Highland 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, with Members 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 and as may be amended from time to time.

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 Highlands 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 of the Property generally identifying the Subdivision as Farmstead Creek Highlands Subdivision, and any improvements constructed within in the Common Areas by the Association or the Developer.

1.9 Developer
The "Developer" shall mean Farmstead Creek Development, LLC and the successors and assigns of Developer 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 Developer 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 which may be established and adopted from time to time 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
Developer shall establish the Association to administer the property. Developer 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 Developer.

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 Developer shall be entitled to one (1) vote for each Lot owned. One (1) vote shall be allowed for each Lot regardless of the number of Lot Owners thereof. If title to a Lot is held by more than one person, the membership related to that Lot shall be shared by such Owners in the same proportionate interest and by the same type of tenancy in which title to the Lot is held; however, such Lot Owners shall designate one (1) person to cast the vote appurtenant to such Lot. Voting rights may not be split and fractional votes shall not be cast. Shared membership interest must be voted pursuant to said designation and as further set forth in the By-Laws.

Each Lot owned by Developer ("Developer Lot") shall be entitled to three (3) votes for each Developer 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

Developer 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 earlies of: (1) thirty (30) days after the receipt of occupancy permits from the Village for all of the Lots; or (2) Developer'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 my 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 ge paid by the Owner to the Association for any encroachment on any Common Areas resulting from 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

In addition to the Lot purchase price, each Owner agrees to deposit with the Association at each closing on a Lot Three Hundred Dollars ($300.00) as an initial assessment. The initial assessment will be prorated for the year of closing. The Association shall also 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, including cost to operate the Preserve improvements, and to fund capital accounts. Such annual assessment shall be levied by the Association as of January 1st 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 January 31 of each year. 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 delegate authority to assess and collect any assessments to a third party. The Association may also levy (a) special assessments on all Lots for any purpose for which a general assessment or special assessment may be levied, or (b) fines on particular Owners for the purpose of collecting any amount 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 Article 6, and the like. The Board may adopt an initial budge showing the anticipated amounts necessary to cover common expenses.

3.2 Installment; 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 of Twenty Five Dollars ($25.00) 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 of assessments or enforcement of liens. The Association my purchase a property upon the foreclosure of its lien. Under Section 2.2, an Owner delinquent in payments may in some cases not 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 Developer 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 for Developer

As long as the Developer owns a Lot for which no occupancy permit has been issued, Developer will not be responsible for payment of general or special assessments, but the Developer 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 the (a) for this purpose, common expenses will not include any amounts in respect of capital expenses or reserves of any sort, (b) Developer will make regular payments of assessments with respect of any Lots which may be leased by Developer, for use by others, of Lots owned by the Developer for which and occupancy permit has been issued, (c) Developer will not be responsible for payment of any amount in excess of the amount which Developer would have owed had it been responsible for general assessments, and (d) Developer 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. Developer 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, guest, 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 Highlands Documents and any Rules related thereto, or (3) the establishment of offices by Developer 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 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 Highlands Subdivision Documents caused by an Occupant. The Association will not 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 shall be in writing and a copy of said written Lease shall be provided to the Board of Directors by the Owner.

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. Notwithstanding the foregoing, there shall be no outside storage of inoperable vehicles or other vehicles deemed to be unsightly be Developer 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, liter, 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 Developer 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 Highlands 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

See current Rules and Regulations for Farmstead Creek Highlands

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

See current Rules and Regulations for Farmstead Creek Highlands

ARTICLE 6. ARCHITECTURAL CONTROL

6.1 Architectural Control Committee

Developer 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 Developer, 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, or 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. 6.4b)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 Drawing, 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 objects to the Drawings within sixty (60) days after submittal or 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 of any reason, the submitting Owner shall thereafter resubmit Drawings to the ACC with such revisions as are required. Each time 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 my 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 my 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 proceedings, 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 sized excluding basements, attics, porches, garages, patios, and similar additions into the calculations.

1 Story:	1,650 Square Feet
1 ½ Story and 2 Story:	1,850 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 home.

f) Driveway

Driveways shall be established within (12) months of Owner’s receipt of any occupancy permit. The driveway must be concrete 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 (minimum 5 ½ “ trim board) on every window on the front façade of the home.

i) Exterior Stone and Front Gable

Each home is required to have at least ¼ of the first floor front elevation covered with stone, brick, or manufactured stone product. In addition, all large front gables shall have a decorative gable vent and trim board.

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 and shall have a minimum 8:12 pitch roof facing the front elevation.

l) Mailbox

The term "mailbox" shall mean the post and mailbox combination. A fee of $275 will be collected by the Developer at each Lot closing for installation of a mailbox. This fee is in addition to the initial deposit to the Association. The Developer will cause the initial installation of the mailbox, in locations as determined by the US Postal Service. If any mailbox is damaged, destroyed, stolen, or any other adverse effected after the Owner purchases the Lot, the Owner shall be solely responsible (the Developer and Association are not responsible), to repair the defect in a timely manner and at the Owner's expense. A mailbox that is replaced due to some adverse effect must obtain the approval of the ACC.

m) Fences

All fences are subject to review and approval by the ACC and are subject to applicable Municipal ordinances, governmental easements and building codes. Fences shall not exceed forty-eight (48) inches in height, shall be constructed of ornamental/decorative metal (wrought iron or aluminum), stone, masonry, or simulated wood (composite or vinyl that simulates wood in texture and color). Chain-link, natural wood, stockade fences and white vinyl fencing are not allowed. Fences shall be installed not closer than twenty-four inches (24") from any property line unless the Lot Owners mutually agree, in writing, to install a single fence along the property line. In such case, a variance request should be submitted to the HOA/ACC. Fences shall not be located on a public easement area, drainage area, right of way, or Common Areas.

Fences are not allowed to encroach into electrical easements without permission from Slinger Utilities. Each homeowner is advised to contact Slinger Utilities 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

Yard Lamps are not required but are subject to review and approval by the ACC prior to installation.

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 Developer, 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 mush be in compliance with Village ordinances.

q) Clotheslines

Clotheslines may be installed and0or 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 the 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

Developer 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 Developer 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 Developer 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 Developer 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 or 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 tree(s) must be planted within the first twelve (12) months after receipt of the occupancy permit from the Village. 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/Developer 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, greases, animals or other tings 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 any 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 overage 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 condition hereof shall constitute covenants and restrictions running with the Property forever, and shall be binding upon all person 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 Developer's reserved rights, this Declaration may be amended be 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 on Lots and Developer Lots, of which one vote must be that of the Developer. After all Lots subject to this Declaration have been sold by Developer, 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. Developer shall have three (3) votes for each of the Developer 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 hold a Mortgage or any breach of the provisions of any of the Farmstead Creek Highlands 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 DEVELOPER

10.1 Reserved Rights

Pending the sale of all Lots by Developer, Developer;

(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. Developer may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Developer may impose) to persons desiring the construct Buildings on particular Lots as model homes. In delegating such rights to other persons, Developer's delegees shall not have the right, without Developer'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 therefore 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 Developer), and the Outlots as may be required in Developer's

opinion for furnishing any kind of utility services, and maintenance and replacement thereof, or for drainage or other public purposed 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 to 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 Highlands. The future stages of the development of Farmstead Creek Highlands 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 the respect to future stages of the development of Farmstead Creek Highlands, 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 Developer.

ARTICLE 11. REMEDIES FOR VIOLATION BY OWNER

11.1 General Remedies

If any Owner of 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 to 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 attorney's 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 judgement.

11.2 Owner of Occupant Violation; Association Right to Cure

In addition to any other remedies provided herein, if any Owner of Occupant fails to comply with this Declaration, the Bylaws or 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 of 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 the respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

11.3 Fines

After receiving notice to remedy a violation of the Farmstead Creek Highlands Subdivision documents shall results in a fine of Fifty Dollars ($50.00) per occurrence if not remedied by set date.

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 reasonable 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 judgement of those authorizing the entry, such entry was for emergency purposes.

12.2 Drainage

An easement is reserved to Developer, 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 cost, routine maintenance or emergency maintenance.

12.3 Storm Water Facilities

The Common Areas include storm sewer and surface water drainage systems. The storm water facilities are located in commonly owned outlots as shown on the Final Plat and are Common Elements maintained by the Association in accordance with the Storm Water Agreement and shall be used solely for drainage and storm water purposes and not for recreational purposes. The Association has no duty to ensure the safety of persons using the drainage areas, or to warn of dangers concerning them. Neither the Developer nor the Association is responsible for the safety of any drainage area for use by humans or pets, and neither represents nor warrants that any drainage area is safe for any such use.

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) Developer (if during the period of Developer 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 Developer without the express written consent of Developer, 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 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

In 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 Developer's Rights

Developer may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Developer 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. This provision shall not apply to Developer's control and transfer of rights to the Association under and pursuant to Section 2.3 of this Declaration.

14.8 Other Regulation

Nothing herein shall preclude or restrict Developer recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Developer 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 Developer 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.

(SIGNATURES TO APPEAR ON FOLLOWING PAGE)

Executed on the 26 day of June, 2020.

FARMSTEAD CREEK DEVELOPMENT LLC

By: Donald R. Weyer
Donald Weyer

David Weyer
David Weyer

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF WASHINGTON)

Personally came before me this 26 day of June 2020, the above named Donald R. Weyer and David Weyer of Farmstead Creek Development LLC, by its authority, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

RENEE J. ANTONICCI
Notary Public
State of Wisconsin

Renee J. Antonicci
Notary Public, Sate of Wisconsin
My commission: 3/10/2023

This instrument was drafted by:

David Weyer
Farmstead Creek Development

BY-LAWS OF

FARMSTEAD CREEK HIGHLANDS ASSOCIATION, INC

ARTICLE 1. APPLICATION AND ORGANIZATION

1.1 Name. The name of the corporation shall be FARMSTEAD CREEK HIGHLANDS HOMEOWNERS ASSOCIATION, Inc. (the "Association").

1.2 Application. These By-Laws are adopted pursuant to the Declaration of Covenants, Conditions and Restrictions of Farmstead Creek Highlands Subdivision (the "Declaration"), and the Articles of Incorporation for this Association ("Articles"). Capitalized terms not defined herein shall have the meanings set forth in the Declaration.

1.3 Members "Members" of the Association shall consist of the Lot Owners as defined and set forth in the Declaration.

1.4 Initial Organization. Notwithstanding any provision set forth in these By-Laws to the contrary, the Developer shall designate the initial Board of Directors, consisting of three (3) persons, none of whom must be Members, who shall have all the rights and powers reserved to the Board under these By-Laws. Such members of the Board, or successors to any of them as designated by Developer, shall continue to serve until the Developer has sold all Lots of the Subdivision or any additions thereto.

1.5 Location. The principal office of the Association shall be at 120 North Main Street Suite 110, West Bend, Wisconsin 53095. The Association may have offices at such other places as the Board of Director may from time to time determine or the Association may from time to time require.

ARTICLE 2. VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

2.1 Voting.

(a) Each Lot is vested with one (1) vote. If a Member owns more than one Lot, such Member shall have one (1) vote for each Lot owned.

(b) If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot may be designated by a certificate signed by all of the record owners of the Lot and filed with the Secretary of the Association. If the owners of a Lot cannot agree on how to vote, such Lot shall lose its vote for the particular item to be voted upon. If a Lot is owned by a legal entity, the person entitled to cast the vote for the Lot may be designated by a certificate of appointment signed by a duly authorized officer of such entity and filed with the Secretary of the Association. Certificated of appointment shall be valid until revoked or superseded by a subsequent certificate or a change in ownership to the Lot occurs. Notwithstanding the foregoing, and in the absence of any compliance with this provision by a Member, the Developer and the Secretary of the Association has the right to presume that a vote cast by a Member was on behalf of and with the authority of all of the Owners of the Lot whether personally or by a legal entity.

(c) There shall be no cumulative voting. One (1) vote shall be allowed for each Lot regardless of the number of Lot Owners thereof. If title to a Lot is held by more than one person, the membership related to that Lot shall be shared by such Owners in the same proportionate interest and by the same type of tenancy in which title to the unit is held;however, such Lot Owners shall designate one (1) person to cast the vote appurtenant to such Lot. Voting rights may not be split and fractional votes shall not be cast. Shared membership interest must be voted pursuant to said designation and as further set forth in the By-Laws.

2.2 Majority of Members.

(a) The term "majority of Members" shall mean those Members holding more than fifty (50%) percent of the votes to be cast on the particular matter to be voted upon.

(b) A matter shall be deemed approved if approved by a majority of Members.

2.3 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of 30% of Members shall constitute a quorum.

2.4 Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE 3. MEETINGS

3.1 Roster of Members. The Association may maintain a current roster of names and addresses of every Member. Each Member shall be given notice of all meetings of Members of the Association. Every Member shall furnish the Association with his or her name and current mailing address and email address. No Member may vote at meetings of the Association until the foregoing information is furnished to the Secretary of the Association.

3.2 Place of Meetings. Meetings of the Association shall be held at such place as is designated by the Board.

3.3 Annual Meeting. The annual meeting of the Association shall be held on the fourth Tuesday of January of each year. At the annual meeting, one or more members of the Board may be elected by the Members in accordance with the requirements of Section 4.2 of these By-Laws. The Members may also transact such other business of the Association as may properly come before them.

3.4 Special Meetings. The President shall call a special meeting of the Members if directed by resolution of the Board or upon a petition signed by a majority of the Members and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special

meeting except as stated in the notice unless by consent of four-fifths (4/5) of the Members present, either in person or by proxy.

3.5 Notice of Meetings. The Secretary shall deliver or mail a notice of each meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record, at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless waivers are duly executed by all Members. The delivery or mailing of a notice in the manner provided in this Section shall be considered notice served, and such notice shall be effective upon the date of delivery or mailing.

3.6 Adjourned Meetings. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called and no additional notice shall be required.

3.7 Order of Business. The order of business at all meetings of the Members shall be as follows:

3.7.1 Roll Call.

3.7.2 Proof of notice of meeting or waiver of notice.

3.7.3 Reading of minutes of preceding meeting.

3.7.4 Reports of officers.

3.7.5 Report of committees.

3.7.6 Election of directors (when applicable).

3.7.7 Unfinished business.

3.7.8 New business.

3.8 Parliamentary Procedure. Except where inconsistent with these By-laws, meetings of the Association shall be conducted in accordance with the latest revised edition of **Roberts Rules of Order**

ARTICLE 4. BOARD OF DIRECTORS

4.1 Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of at least three (3) persons. Subject to the provisions of Section 1.4, the Initial Board shall consist of Developer's designees, none of whom shall be required to be Members of the Association. Thereafter, the Board shall consist only of Members of the Association.

4.2 Election and Term of Office. Within thirty (30) days after the conveyance of the last Lot by the Developer to an unrelated purchaser, the Board shall call a meeting of the Members to elect

three (3) new Directors replacing the Developer appointed Directors. The terms of office of the Directors elected by the Members shall be fixed for 2 years each from the date of annual meeting first following the meeting at which such Director is first elected by the Members. Each Director shall hold office until a successor is elected and the successor has attended his or her first meeting of the Board. When more than one Director is to be elected at any meeting, each Member shall cast votes for candidates equal in number to the Directors to be elected; provided, however, that a Member may not cast more than one (1) vote for each Lot owned by the Member for any single candidate. The candidates who are elected shall be those receiving the greatest number of votes, in decreasing order, until the number of directors to be elected have been so elected.

4.3 Powers and Duties. The Board shall have the powers necessary to administer the Subdivision and Common Areas in accordance with the Declaration, including the power to do the following:

4.3.1 Make and enforce (including enforcement through the establishment of a system of fines, rules and regulations, and amendments thereto from time to time, respecting the operation, use and occupancy of the Subdivision and Common Areas.

4.3.2 Make and collect assessments from the Members in accordance with the provisions of the Declaration, and expend said assessments for insurance, taxes, utility services for and maintenance, repair and operation of the Common Areas as required under the Declaration or for such other purposes as fall within the responsibility of the Association and general powers of the Board.

4.3.3 Approve all building, outbuilding or other structures, swimming pools, fences, walls driveways, tennis courts, light posts, landscaping or other structures or improvements to be constructed, erected, placed or altered on any Lot as the Architectural Control Committee as provided in the Declaration. In so doing, the Board shall be acting as the Architectural Control Committee as required under the Declaration, and the approval process outlined in the Declaration shall be followed by the Board. The initial Architectural Control Committee shall be appointed by the Developer and shall exercise the powers of the Architectural Control Committee as outlined in the Declaration. The Board shall assume the powers of the Architectural Control Committee after the Developer has conveyed the last vacant Lot to an unrelated purchaser.

4.3.4 Execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the Association.

4.3.5 Satisfy all liens against the Association and pay necessary expenses connected therewith.

4.3.6 Employ a professional property manager, management company or managing agent on a salaried basis to perform such duties as the Board shall authorize including but not limited to, the duties listed in this Section.

4.3.7 Perform such other functions as are required by law.

4.4 Fees. No fee or other compensation shall be paid to any member of the Board at any time except by specific resolution of the Members.

4.5 Reimbursement of Expenses. Directors shall be entitled to reimbursement of all expenses relating to their activities as Directors.

4.6 Vacancies. A vacancy on the Board created by ay reason other than removal by a vote of the Members or the resignation of a Developer appointed Director shall be filled by vote of the majority of the remaining Directors, even though they constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

4.7 Removal of Directors. At any regular or special meeting of the Members duly called, any one or more of the Directors elected by the Members may be removed with or without cause by a majority of the Members and a successor elected by the Members to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

4.8 Organization Meeting. The first meeting of a Board, after one or more Directors is newly elected, shall be held within ten (10) days of such election at such place as determined by the Board at the meeting at which such Directors were newly elected. No notice shall be necessary in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

4.9 Regular Meetings. Regular meetings of the Board may be held at such time and place as is designated by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each director by any means set forth in Article 11, at least three (3) days prior to the day named for each meeting.

4.10 Special Meetings. A special meeting of the Board may be called by the President on three (3) days notice to each Director, given personally or by any means set forth in Article 11, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner on the written request of at least two (2) or more Directors.

4.11 Waiver of Notice. Before or at any meeting of the Board, any Director may waive notice of such meeting in writing and such waiver shall be deemed the equivalent of notice duly given. Attendance by a Director at any meeting of the Board shall also be deemed a waiver of notice. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.12 Board Quorum. A majority of the Directors shall constitute a quorum for the transaction of business at all Board meeting. If at any meeting of the Board, less than a quorum is present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the original meeting may be transacted without further notice.

4.13 Fidelity Bonds. The Board shall require that all officers and employees of the Association responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

4.14 Liability of Directors and Officers. No person shall be liable to the Association or Members for any loss or damage suffered by it or them on account of any action taken or omitted to be

taken as a Director or officer of the Association if such person exercised and used the same degree of care and skill as a prudent individual would exercise under the circumstances in the conduct of such individual's own affairs, or for any action or nonaction based upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which was reasonably believed to be true. The foregoing shall not be exclusive of any other right or defense.

4.15 Indemnity of Directors and Officers.

4.15.1 Every person who is or was a Director or officer of the Association (together with the personal representatives and heirs of 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 Director or officer, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such Director or officer. In the event of settlement, 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 performance of such person as a Director or officer in relation to the matter involved. The Association, by its Board, may indemnify in like manner, or with any limitations, any employee or former employee of the Association, with respect to any action taken or not taken as an employee. This right of indemnification shall be in addition to all other rights and defenses.

4.15.2 All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with the foregoing indemnification shall be a common expense; provided, however, that nothing in this Section shall be deemed to obligate the Association to indemnify any Member who is or has been an employee, Director or officer of the Association with respect to duties or obligations imposed by the Declaration, Articles or these By-Laws due to status as a Member of the Association.

ARTICLE 5. OFFICERS

5.1 Designation. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board and serve on year terms. The Directors may appoint any assistant treasurer and an assistant secretary, and such other officers as in their judgement may be necessary.

5.2 Election of Officers. The officers of the Association shall be elected annually by the Board at its organizational meeting following the annual meeting. Officers shall hold office at the pleasure of the Board.

5.3 Removal of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

5.4 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which usually vested in the office or president of a non-profit corporation,

including, but limited to, the power to appoint committees from among the Members from time to time as appropriate to assist in the conduct of the affairs of the Association.

5.5 Vice President. The Vice President shall take the place of the President whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint a director to serve in such capacity on an interim basis. The Vice President shall also perform such other duties imposed by the Board from time to time.

5.6 Secretary. The Secretary shall keep the minutes of all meeting of the Board and the Association. The Secretary shall have charge of such books and papers as the Board directs and in general, perform all duties incident to the office of Secretary. The Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board of Directors.

5.7 Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all Association receipts and disbursements. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as designated by the Board.

5.8 Compensation. No officer shall receive compensation for services rendered the Association unless authorized by a resolution of the Members.

ARTICLE 6. FISCAL MATTERS

6.1 Budget. The Board shall adopt a budget for the operation of the Association at least annually. The budget will contain estimates of the cost of operating the Association and shall include all common expense items and may include a reserve for capital replacements.

6.2 Assessments. The estimate of common expenses of the Association, in accordance with the provisions of the Declaration, shall be assessed against each Lot in the Subdivision, on an annual basis and paid as determined by the Board provided, however, that Developer shall only be assessed as provided in the Declaration. Assessments shall be levied uniformly among the Lots except for special assessments, fines, fees or charges levied on the Lots. The first installment shall be paid on a prorated basis where proper, upon receipt by a Member of the deed to a Lot. If the annual assessment based on the budge proves inadequate, or if special circumstances arise, the Board at any time may levy a special assessment for any purpose for which a general assessment may be levied which special assessment shall be payable in such reasonable manner as the Board directs. Assessments and installments of assessments shall be paid on or before thirty (30) days after the date when such assessments and installments are due. Any assessment or installment not paid within thirty (30) days of its due date shall be delinquent and the Member shall be charged interest at the rate of fourteen (14%) percent per annum on the unpaid assessment or installment of such assessment. Interest shall accrue from the date when the assessment or installment was first due until paid. All payments upon account shall be first applied to interest, if any, and then to the assessment payment first due. No Member who is more than thirty (30) days delinquent in the payment of an assessment or installment of an assessment shall be entitles to vote at any regular or special meeting of the Members. If a Member fails to timely pay an assessment or installment such Member shall be in default and the Board shall take appropriate measures as allowed by the Declaration or at law, including, but not limited to, the filing of a statement of lien in accordance with the Declaration, which statement shall be signed and verified by the Secretary of the Association or any other officer authorized by the Board.

6.3 Depositories. The funds of the Association shall be deposited in such bank(s) or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the officers who shall from time to time be designated by the Board for the purpose. The Board may elect to require Members to pay assessments imposed by the Board directly to a designated depository. The Board may elect to direct that checks of less than $500.00 for payment of Association obligations, bear only one (1) signature of a designated officer and that checks for a greater amount bear a signature and counter-signature of designated officers.

6.4 Fiscal Year. The fiscal year of the corporation shall begin on January 1 and end on December 31 of each year.

ARTICLE 7. OBLIGATIONS OF THE MEMBERS

7.1 Maintenance and Repair. A Member shall be responsible to the Association and each other Member for any claims, damages or other liabilities arising from the Member's failure to discharge its obligations under the Declaration. A Member shall reimburse the Association or another Owner on demand for any expenditures incurred in repairing or replacing any part of such other owner's improvements or the Common Areas damaged by the reimbursing Member, any member of such Member's family, or a tenant, employee or other user or occupant of the reimbursing Member's Lot.

ARTICLE 8. AMENDMENTS

8.1 Amendments. These By-Laws may be amended by the Members in a duly constituted meeting for such purpose. No amendment shall take effect unless approved by the Owners of at least 60% of the Lots in the Subdivision. No amendment shall limit any right granted to or reserved by Developer herein.

ARTICLE 9. MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS

9.1 Notice to Association. Any Member who mortgages a Lot shall notify the Secretary of the Association of such mortgage or mortgages and the name and address of the mortgage or mortgagee(s). The Secretary of the Association shall maintain a record of the names and addresses of all mortgagees of which the Secretary is given notice.

9.2 Notice of Unpaid Assessments. Upon twenty (20) days request by a mortgagee, proposed mortgagee or purchaser who has a contractual right to purchase a Lot, the Association shall furnish a statement setting forth the amount of the then unpaid assessments pertaining to such lot. If any mortgagee, proposed mortgagee or purchaser of such Lot, in reliance upon such statement disburses mortgage loan proceeds or expends the purchase price, such mortgagee, proposed mortgagee or purchaser shall not be liable for, nor shall such Lot be subject to a lien which is not properly filed in accordance with law prior to the date of the statement, for any unpaid assessments in excess of the amount set forth in the statement. If the Association does not provide such a statement within twenty (20) business days after such request, then the Association is barred from making claim for any delinquent assessments other than against any such mortgagee, proposed mortgagee or purchaser under a lien properly filed in accordance with law prior to the request for the statement.

9.3 Notice to Mortgagee. Any notice required or permitted to be given to any mortgagee pursuant to these By-Laws shall be deemed given if mailed or delivered to such mortgagee at the address shown in such record and shall be deemed effective as of the date of mailing or delivery.

ARTICLE 10. CONFLICTS

10.1 Conflicts. If any provision of these By-Laws conflicts with the Declaration, the Declaration, the Declaration will control.

ARTICLE 11. NOTICES

11.1 Notices. All notices, demands and communications provided for herein or made hereunder shall be deemed effective upon receipt by the other party, either by facsimile, electronic mail, personal delivery or upon receipt if mailed first class with postage prepaid, addressed in each case as follows, until some other addresses shall have been designated in a written notice given in a like manner, and shall be deemed to have been given or made when so received.