

Exhibit "G"

CHMPVLG
(Revised 6/12/95)
SCHEDULE A-1

To

MASTER COVENANTS - COUNTRY CLUB VILLAGES

ADDENDUM

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

CHAMPIONS VILLAGE OF COUNTRY CLUB VILLAGES

THIS DECLARATION is made this ^{27th}~~28th~~ day of June, 1995, by **THE VILLAGES AT MUSKEGO LAKES PARTNERSHIP**, a Wisconsin **General Partnership**, which declares hereby that "The Properties" described in Article II of this Declaration are and shall be held, transferred, sold, conveyed and occupied subject to the Covenants, Restrictions, Easements, Charges and Liens hereinafter set forth including, by reference, those entitled "Master Covenants -Country Club Villages".

REFERENCE

All provisions contained in the "**Master Covenants**" for **COUNTRY CLUB VILLAGES** dated _____ including all "Schedules and "Exhibits", the "Subdividers Agreement", the "Management Agreement", the "Declaration of Water Trust", the "Articles of Incorporation" and the "By Laws" of Country Club Villages Master Maintenance Association are hereby incorporated into this Declaration by reference and as they pertain to all provisions contained herein. Should any provision(s) of this Declaration contradict any provisions contained in the aforesaid documents of Country Club Villages Master Maintenance Association, those of the Master Maintenance Association shall prevail.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- A) "**ASSOCIATION**" or "**CHAMPIONS VILLAGE ASSOCIATION**" shall mean and refer to the CHAMPIONS VILLAGE MAINTENANCE ASSOCIATION, INC., a Wisconsin corporation not for profit which is to be incorporated.
- B) "**COMMON AREAS**" shall mean and refer to the property legally described in Exhibit "A" attached to and made a part hereof,

plus all property designated as Common Areas in any future recorded supplemental declaration; together with the landscaping and any improvements thereon, including, without limitation, all structures, recreational facilities, open space, walkways, sprinkler systems and street lights, if any, but excluding any public utility installations thereon, provided that certain portions of the Common Areas shall not be Common Areas to the extent such portions are governed by the Master Association as provided in the Master Covenants.

- C) **"DEVELOPER"**: See Article I(d), "Master Covenants for Country Club Villages".
- D) **"DEVELOPMENT"**: See Article I(e), "Master Covenants for Country Club Villages".
- E) **"LIMITED COMMON AREAS"** shall mean and refer to such portions of the Common Areas which are intended for the exclusive use (subject to the rights, if any, of the City of Muskego, Waukesha County and the public) of the Owners of specific Lots, and shall specifically include the mailbox structure if located within the public area abutting the Lot, and any part of the driveway and/or parking areas serving the Lot which are located within the dedicated public rights-of-way and/or on the Common Areas within the imaginary projection of the side Lot lines to the nearest side line of the abutting roadway. Unless otherwise provided specifically to the contrary, reference to the Common Areas shall include the Limited Common Areas.
- F) **"LOT"**: See Article I(h), "Master Covenants for Country Club Villages".
- G) **"MASTER ASSOCIATION"** shall mean and refer to the **COUNTRY CLUB VILLAGES MASTER MAINTENANCE ASSOCIATION, INC.**, a Wisconsin corporation not for profit, which is (or is to be) incorporated.
- H) **"MASTER COVENANTS"** shall mean and refer to the **MASTER COVENANTS FOR COUNTRY CLUB VILLAGES** recorded (or to be recorded) by the Developer in the Public Records of Waukesha County, Wisconsin.
- I) **"MEMBER"** shall mean and refer to all those Owners who are Members of the Association as provided in Article III hereof or as may be superceded by Article III of the Master Covenants
- J) **"OWNER"**: See Article I(j), "Master Covenants for Country Club Villages".
- K) **"THE PROPERTIES"**: See Article I(l), "Master Covenants for Country Club Villages".
- L) **"UNIT"**: See Article I(m), "Master Covenants for Country Club Villages".

- M) "COUNTRY CLUB": See Article I(c), "Master Covenants for Country Club Villages".
- N) "OUTLOT": See Article I(o), "Master Covenants for Country Club Villages".

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION & ADDITIONS THERETO

SECTION 1. LEGAL DESCRIPTION: The real property which, initially, is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Waukesha County, Wisconsin and is more particularly described in "Exhibit A" attached to and made a part of this Declaration. All such property has been or will be recorded in Plat Book #_____, Page _____ of the Public Records of Waukesha County, Wisconsin. . . . all of which real property, and all additions thereto, is herein referred to collectively as "The Properties". To the extent all or any portion thereof is not owned by the Developer, the respective Owners thereof shall have joined in this Declaration for the purpose of subjecting that portion of The Properties owned by each of them to this Declaration.

SECTION 2. SUPPLEMENTS: See Article II, Section 2, "Master Covenants for Country Club Villages".

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. MEMBERSHIP: See Article III, Section 1, "Master Covenants for Country Club Villages".

SECTION 2. VOTING RIGHTS: This Association shall have two (2) classes of voting membership:

CLASS A: Class "A" Members shall be all those Owners as defined in Section 1 with the exception of the Developer (as long as the Class "B" Membership shall exist, and thereafter the Developer shall be a Class "A" Member to the extent it would otherwise qualify). Except as provided below, Class "A" Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine but, in no event shall more than one vote be cast with respect to any such Lot.

CLASS B: The Class "B" Member shall be the Developer. The Class "B" Member shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class "A" Members are entitled to cast in the aggregate from time to time, provided that the Class "B"

Membership shall cease and terminate one (1) year after the last Lot within The Properties owned by the Developer (or its Affiliates) has been sold and conveyed by the Developer (or its Affiliates) or sooner at the election of the Developer, whereupon the Class "A" Members shall be obligated to elect the Board and assume control of the Association.

NOTE: As to matters pertaining to the Development as a whole, the Master Maintenance Association shall control and the delineation of types of membership shall be as noted in the Master Covenants.

SECTION 3. GENERAL MATTERS: See Article III, Section 3, "Master Covenants for Country Club Villages".

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS; OTHER EASEMENTS

SECTION 1. MEMBERS' EASEMENTS: Except for the Limited Common Areas above described, each Class "A" and the Class "B" Member, and each tenant, agent and invitee of such Members, shall have a permanent and perpetual non-exclusive easement for the use and enjoyment of all Common Areas in common with all other such Members of the Association in such manner as may be regulated by the Association. All non-resident persons holding golf or other related Country Club memberships, as well as non-member customers of the Country Club for whatever purpose, shall be entitled solely to use and enjoy the various streets, roadways, sidewalks, and other access areas as form portions of the Common Areas.

Rights of membership and/or use of recreation and other facilities associated with and/or owned by the Country Club shall be evidenced by the annual issuance of membership cards to all persons entitled to use such facilities. All such persons shall be required to pay a reasonable annual fee (invoiced Monthly, Quarterly, Semi-Annually or Annually at the discretion of the Master Association and/or Country Club) for such membership and/or use and issuance and/or replacement thereof as determined from time to time by the Master Association and Country Club acting upon mutual agreement.

All rights of use and enjoyment are subject to the following:

- A) Easements over and upon the Common Areas in favor of all other Associations and their Members.
- B) The right and duty of the Association to levy assessment against each Lot (excluding the Country Club) for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with the Restrictions on the plats of portions of the Properties from time to time recorded.
- C) The right of the Association to suspend the voting rights and right of an Owner (or Member) and his designees to use of the Common Areas (except for roadways), Common Facilities and Country Club Facilities, for any period during which any

applicable assessment remains unpaid; and for a period not to exceed sixty (60) days for any infraction of lawfully adopted and published rules and regulations.

- D) The right of the Association and the Country Club to charge reasonable admission and other fees for the use of any recreational facility whether situated on the Common Areas or elsewhere such as the Country Club.
- E) The right of the Association to adopt, at any time and from time to time, and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as elsewhere provided herein. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.
- F) Anything to the contrary in this Declaration notwithstanding, the Developer shall have the right to permit persons other than Members and designated persons to use certain portions of the Common Areas and any recreational facilities, other than those located on Country Club grounds, under such terms as Developer, its successors and assigns, may from time to time desire without interference from the Association. Without limiting the generality of the foregoing, Developer may grant such use rights to non-resident members and customers of the Country Club or any other "Club" constructed within the Development and to all children and other participants in day care centers, schools, camps, nurseries or similar programs if located or operated on any portion of the Development. In addition, the employees of the Developer, the Country Club and their families shall have the right to use of the Common Areas and all Recreation Facilities in perpetuity under terms and conditions developed exclusively by them.
- G) The right to the use and enjoyment of the Common Areas and facilities thereon shall extend to all permitted user's immediate family who reside with him or her, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations.

SECTION 2. GOLF COURSE EASEMENTS: See Article IV, Section 3, "Master Covenants for Country Club Villages".

SECTION 3. EASEMENTS APPURTENANT: See Article IV, Section 4, "Master Covenants for Country Club Villages".

SECTION 4. MAINTENANCE: The Association shall, at all times, maintain in good repair, operate, manage and insure the Common Areas, and shall replace as often as necessary, any and all improvements situated on the Common Areas (upon completion of construction by the Developer or its Affiliates, if applicable), including, but not limited to, all recreational facilities (other than those owned by the Country Club), landscaping, identification signs, paving, drainage structure, street lighting fixtures and appurtenances (if owned by the Association) sidewalks,

bicycle/jogging paths, lakes and other structures and improvements and, excepting utilities and fixtures previously deeded to units of government, all such work to be done as ordered by the Board of Directors of the Association or the Board of Directors of the Master Association. Maintenance of the aforesaid street lighting fixtures (if owned by the Association) shall include and extend to payment for all electricity consumed in their illumination. Without limiting the generality of the foregoing, the Association shall assume all of Developer's, its affiliates' (and its and their predecessors and assigns) responsibilities to Waukesha County, the City of Muskego or other government agencies of any kind with respect to the Common Areas, and shall indemnify and hold the Developer and its Affiliates harmless with respect thereto.

Owners shall be responsible for the maintenance, replacement and repair of the Limited Common Areas appurtenant to, and all paving, landscaping, structures and improvements located on their Lots. Without limiting the generality of the foregoing, the area between the applicable Lot line and the edge of water of any lake or pond abutting any lot shall be maintained by the Lot Owner.

All work pursuant to this Section and all expenses incurred hereunder shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith. In order to effect economies of scale, the Master Association, on behalf of itself and/or the Association and/or other affected Associations, shall have the power to incur, by way of contract or otherwise, expenses general to the Development, or appropriate portions thereof, and the Master Association shall then allocate portions of such expenses among the Master Association, the Association and other affected associations based on the relative amount of property governed by each and the size and type of improvements located thereon. The portion so allocated to the Association shall be deemed a general expense (or in the case of charges applicable to only one or more specific Lots to the exclusion of others, a special expense to be allocated only among the affected Lots), collectible through assessments (either general or special) against applicable Lots. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or abandonment of the right to use the Common Areas.

SECTION 5. UTILITY EASEMENTS: See Article IV, Section 6, "Master Covenants for Country Club Villages".

SECTION 6. PUBLIC EASEMENTS: See Article IV, Section 7, "Master Covenants for Country Club Villages".

SECTION 7. COUNTRY CLUB MEMBERSHIP EASEMENTS: See Article IV, Section 8, "Master Covenants for Country Club Villages".

SECTION 8. LIMITED COMMON AREAS: At the time that title to a Lot is conveyed to an Owner thereof, there shall be deemed to have been vested in such Owner, as an appurtenance to the Lot (and not separately alienable therefrom), the exclusive right to use (but

not title to) the applicable Limited Common Areas (as defined in Article I), if any, subject always however, to the rights, if any, or Waukesha County, the City of Muskego and the Public with respect thereto. The Developer, from time to time, may add to the Limited Common Areas by recorded supplemental Declaration. Maintenance and repair of the Limited Common Areas shall be effected by the respective Owners (or, in the case of certain landscaping, by the Association) as specified elsewhere herein.

SECTION 9. OWNERSHIP: See Article IV, Section 1, "Master Covenants for Country Club Villages".

SECTION 10. OTHER EASEMENTS: See Article IV, Section 10, "Master Covenants for Country Club Villages".

SECTION 11. LIMITATIONS ON USE OF COMMON AREAS: The Landscaping and Pedestrian Areas as well as the Common Areas shall be used for the purpose of landscaping, a planting screen buffer, recreation whether aesthetic or active, and for installation and maintenance of underground utilities and lines, and shall not be used by Owners of Lots for parking or for any other purposes. No driveway access or vehicular access shall be permitted to any Lots across any Landscaped, Pedestrian or Common Areas except for access to sales model areas and the Country Club clubhouse or golf course if necessary in the opinion of the Developer or Class D Member.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF THE ASSESSMENTS: Except as provided elsewhere herein, the Developer (and each party joining in this Declaration or in any supplemental Declaration), for each Lot owned by it (or them) within The Properties hereby, respectively, covenant and agree, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association, annual assessments or charges for the maintenance, management, operation and insurance of the Common Areas as provided elsewhere herein, including such reasonable reserves as the Association may deem necessary, capital improvement assessments, as provided elsewhere herein, assessments for maintenance as provided in Section 4 hereof and all other charges and assessments hereinafter referred to, all such assessments to be fixed, established and collected from time to time as herein provided. In addition, special assessments may be levied against particular Owners and lots for fines, expenses incurred against particular Lots and/or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration (as well as the Declarations pertaining to the Master Association). The annual, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such interest

thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due and all subsequent Owners until paid. Except as provided herein with respect to special assessments which may be imposed on one or more Lots and Owners to the exclusion of others, all assessments imposed by the Association shall be imposed against all Lots subject to its jurisdiction equally.

Reference herein to assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

SECTION 2. PURPOSE OF ASSESSMENTS: See Article VI, Section 2, "Master Covenants for Country Club Villages".

SECTION 3. SPECIFIC DAMAGE: Owners (on their behalf and on behalf of their children and guests) causing damage to any portion of the Common Areas or the Country Club property as a result of vandalism, misuse, negligence, failure to maintain or otherwise shall be directly liable to the Association and a special assessment may be levied therefor against such Owner or Owners. Such special assessments shall be subject to all of the provisions hereof relating to other assessments, including, but not limited to, the lien and foreclosure procedures.

SECTION 4. EXTERIOR MAINTENANCE: The Owner shall maintain the structures and grounds on his Lot and his Limited Common Areas (and the area, if any, between the applicable Lot line and any abutting lake or pond (to the waters edge) at all times, in a neat and attractive manner and as provided elsewhere herein. Upon the Owner's failure to do so, the Association may, at its option, after giving the Owner five (5) days written notice sent to his last known address, or to the address of the subject premises, have that portion of the grass, weeds, shrubs and vegetation which the Owner is to maintain and mow, do so when and as often as the same is necessary in its judgement, and have dead trees, shrubs and plants removed from such Lot, Limited Common Areas and other areas, and replaced and may have any portion of the Lot, Limited Common Areas and other areas resodded or landscaped, and all expenses of the Association under this sentence shall be a lien and special assessment charged against the Lot on which the work was done and shall be the personal obligation of all Owners of such Lots. Upon the Owners's failure to maintain the structures and improvements on his Lot in good repair and appearance and otherwise as required herein, the Association may, at its option, after giving the Owner thirty (30) days written notice sent to his last known address, make repairs and improve the appearance in a reasonable and work-manlike manner with no liability for damage or trespass. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute a special assessment against the Lot on which the work was performed, collectible in a lump sum and secured by the lien against the Lot as herein provided. No bids need be obtained by the Association for any such work and the Association shall designate the

contractor in its sole discretion.

SECTION 5. CAPITAL IMPROVEMENTS: Funds in excess of \$25,000 in any one case which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Areas and which have not previously been collected as reserves or are otherwise available to the Association, may be levied as special assessments by the Association upon approval by a majority of the Board of Directors of the Association and upon approval of 66-2/3 percent favorable vote of Members voting at a meeting by ballot as may be provided by the By-Laws of the Association.

SECTION 6. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: See Article VI, Section 4, "Master Covenants for Country Club Villages".

SECTION 7. DUTIES OF THE BOARD OF DIRECTORS. See Article VI, Section 5. "Master Covenants for Country Club Villages:."

SECTION 8. COLLECTION OF ASSESSMENTS; EFFECT OF NON-PAYMENT OF ASSESSMENTS; THE PERSONAL OBLIGATIONS; THE LIEN; REMEDIES OF THE ASSOCIATION: See Article VI, Section 6, "Master Covenants for Country Club Villages".

SECTION 9. SUBORDINATION OF THE LIEN: See Article VI, Section 7, "Master Covenants for Country Club Villages".

SECTION 10. ACCESS AT REASONABLE HOURS: For the purpose solely of performing the Lot and exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day to accomplish such work.

SECTION 11. COLLECTION OF ASSESSMENTS: The Master Association shall collect the assessments of the Association, upon certification by the Association to the Master Association from time to time (but at least 30 days prior to each applicable assessment period) of the amount of its assessment with respect to each lot governed hereby, together with the assessments due the Master Association, in a lump sum. In the absence of such certification, the Master Association shall assume that the assessments due the Association with respect to any particular Lot are the same as the assessments previously imposed against such Lot in the last previous assessment period for which a certification was given. The Master Association shall pay sums collected by it as agent for the Association to the Association within thirty (30) days of the receipt thereof. In the event that only a portion of the lump sum assessments are collected, the amount collected shall be applied first to the assessments of the Master Association and then to the Association.

The Master Association may, at any time and from time to time, cease collecting the assessments due the Association upon sixty (60) days prior written notice to the Association (whereupon it

shall be the duty of the Association to make such collections in its own behalf) and may, at any time and from time to time thereafter, again elect to make such collections as provided herein, all at the sole option of the Master Association.

SECTION 12. EFFECT ON DEVELOPER: See Article VI, Section 8, "Master Covenants for Country Club Villages".

SECTION 13. TRUST FUNDS: See Article VI, Section 9, "Master Covenants for Country Club Villages".

SECTION 14. SPECIFIC DAMAGE: See Article VI, Section 10, "Master Covenants for Country Club Villages".

ARTICLE VI

CERTAIN RULES AND REGULATIONS

SECTION 1. APPLICABILITY: The provisions of this Article VI shall be applicable to all of The Properties but shall not be applicable to the Developer or property owned by the Developer.

SECTION 2. COMPLIANCE BY OWNERS: Every Owner and tenants, family, guests, invitees, employees and agents shall comply with any and all rules and regulations adopted by the Association (and Master Association) as contemplated herein.

SECTION 3. ENFORCEMENT: Failure to comply with such rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. The Association (as well as the Master Association) shall have the right to suspend voting rights, use of Common Areas and use of Country Club facilities as specified herein.

SECTION 3. FINES: All provisions of Article VII, Section 3 of the "Master Covenants for Country Club Villages" are hereby incorporated by reference substituting only the word "Association" for those "Master Association".

SECTION 4. INITIAL RULES AND REGULATIONS: Attached to this Declaration as "Schedule A" are the initial rules and regulations of the Association which are incorporated into this Declaration by this reference and which may be modified, in whole or in part at any time, by the Board without the necessity of recording such new or modified rules and regulations in the public records.

ARTICLE VII

RESALE RESTRICTIONS

No Owner may sell or convey his interest in a Lot unless all sums due the Association and the Master Association shall be paid in full and estoppel certificate in recordable form to such effect

shall have been received by the Owner. If all such sums shall have been paid, the Association shall deliver such certificate within ten (10) days of a written request therefor. The Owner requesting the certificate shall pay to the Association a reasonable sum, to be established from time to time by the Board of Directors, to cover the costs of examining records and preparing the certificate.

ARTICLE VIII

USE OF LOTS AND SIMILAR MATTERS

All of the provisions of Article VIII, "Architectural Control; General Powers" contained in the "Master Covenants for Country Club Villages" are hereby incorporated into and made a part of this Article by specific reference.

SECTION 1. GENERAL PURPOSE: The General Purpose of this Declaration is to assure that the subdivision to be known as "Champions Village" will become and remain an attractive part of the community known as "Country Club Villages" and, to that end, to preserve and maintain the natural beauty of certain Common Areas and recreational areas within and in the vicinity of the Development; to protect Owners of Lots against such use of surrounding Lots as will detract from the residential value of their properties; to guard against inharmonious use of materials and color schemes; to insure the highest and best residential development of said property consistent with the purposes for which it is being developed; to encourage and secure the erection of attractive residential structures thereon, with appropriate locations thereof on the Lots; to prevent haphazard and inharmonious improvement of Lots; and to secure and maintain a proper spatial relationship of structures to other structures and lot lines within the Development.

SECTION 2. TYPES OF DWELLINGS PERMITTED: No Lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any such Lots other than one, detached single-family dwelling, not exceeding two floors of living space in height (plus appropriate roof lines) above the finished grade of the Lot and including an attached, private garage with appropriate space and access for not more than three, nor less than two, automobiles or trucks as defined in "Schedule ,A, Master Covenants". Garage entrances shall, whenever possible, face away from the street and should not have a potential to be of annoyance to adjacent dwellings. No dwelling of the pre-fabricated, pre-cut or factory-built type may be erected on any Lot except for temporary structures for purposes of sales or construction activity **and panelized exterior walls used in lieu of a built-in-place wood or steel stud system.**

SECTION 3. MINIMUM BUILDING SPECIFICATIONS: Any provisions herein notwithstanding, the "Architectural Control Committee", as detailed in the "Master Covenants", shall have the unrestricted

right and power to approve or disapprove all plans and specifications submitted as required by the "Master Covenants". In accordance with said "Master Covenants", all plans and specifications for proposed dwellings to be erected on any Lot must be submitted to the said "Architectural Control Committee" and be approved prior to commencement of construction.

A) DWELLING TYPES - MINIMUM SIZES AND SPECIFICATIONS:

At a minimum, acceptable floorplans must meet the following requirements:

SINGLE STORY RESIDENCES (All living areas on the ground floor)

- * Minimum enclosed floor area (excluding porches, patios, decks, breezeways and garages) above ground level:
1,900 sq.ft.

TWO STORY RESIDENCES

- * Minimum enclosed floor area (excluding porches, patios, decks, breezeways and garages) above ground level:
2,300 sq. ft. with a minimum of 1,200 sq. ft. on the Ground Floor.

ONE & ONE-HALF STORY RESIDENCES

- * Minimum enclosed floor area (excluding porches, patios, decks, breezeways and garages) above ground level:
2,200 sq. ft. with a minimum of 1,400 sq. ft. on the Ground Floor.

TRI-LEVEL RESIDENCES - (Note: ALLOWED ONLY WITH PERMISSION OF THE ARCHITECTURAL CONTROL COMMITTEE ON SPECIFIC LOTS):

- * Minimum enclosed floor area (excluding porches, patios, decks, breezeways and garages) above ground level:
2,400 sq. ft. with a minimum of 800 sq. ft. on the Main Living Level.
- * No bedroom facilities may be located below ground level.
- * Main Living Level and Lower Level must be accessible at grade levels.

BI-LEVEL RESIDENCES - (Note: ALLOWED ONLY WITH PERMISSION OF THE ARCHITECTURAL CONTROL COMMITTEE ON SPECIFIC LOTS).

- * Minimum enclosed floor area (excluding porches, patios, decks, breezeways and garages): 2,400 sq. ft. with a minimum of 1,600 sq. ft. on the Upper Level.
- * No bedroom facilities may be located below ground level.
- * Lower level must be accessible at grade level at least in part.

B) ADDITIONAL STRUCTURAL REQUIREMENTS

All residences must incorporate the following requirements:

- 1) Pre-wired Cable TV and Telephone in all living areas other than bathrooms and laundry rooms.
- 2) Central natural gas or electric heat and optional central air conditioning systems.

- 3) At least one Fireplace in the "Living", "Family" or "Great Room" area.
- 4) If basement is included, either poured concrete or concrete block of at least 11 courses (7'4") from floor to the bottom of joists.
- 5) Garages must be attached to or be a part of the lowest ground level of residences.
- 6) At least one post yard light of specific design as determined by the Architectural Control Committee and made standard throughout the Village..
- 7) Mail and newspaper boxes of specific design and location as determined by the Architectural Control Committee and subject to the approval of postal authorities.
- 8) Screened-in porches (or optional sunrooms), if any, should be included on the rear of the residence and must be under roof.
- 9) Exterior rear elevations must designed and detailed so as to present an appearance as comparatively attractive to view as front elevations, especially those located on the golf course.

C. EXTERIOR REQUIREMENTS

- 1) **All Lots must be fully sodded and at least front yards fully landscaped** prior to occupancy, except that, should occupancy occur during the non-growing season, such work must be completed prior to June 15 of the following growing season.
- 2) **Driveways and walkways must be built of non-permeable surfaces** and must be completed prior to occupancy, except that, should occupancy occur after the ground has frozen, such work must be completed prior to June 15 of the following growing season provided sufficient stone and gravel base **has been** installed so as to prevent the tracking of mud on subdivision streets.
- 3) Exterior painting and decorating must be completed prior to occupancy, except that, should occupancy occur during the Winter season, such work must be completed prior to June 15 of the following season provided all materials are protected from damage due to frost, rain, snow and cold.
- 4) Closely similar or identical exterior elevations are prohibited within a five lot radius.
- 5) Exterior siding materials must be "natural" (i.e., brick, stone, cedar or other natural wood siding, or combination thereof) unless an artificial material is first approved, in writing, by the Architectural Control Committee.
- 6) The pitches of all roofs must be consistent with surrounding structures and result in an elevation that is aesthetically pleasing. All roof designs, including pitches, must be approved by the Architectural Control Committee.
- 7) At a minimum, roofing materials must be 255# asphalt shingles or equivalent (with a minimum 15 year manufacturer's warranty), **slate, tile or cedar shakes.**

- 8) Each Lot owner must strictly adhere to and finish grade his/her lot in accordance with the Master Grading Plan on file in the office of the Subdivider and the office of the City Building Inspector unless a change is approved by the City Engineer. The Subdivider and/or the City and/or the agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, and/or correction of any drainage condition and the Property Owner is responsible for the cost of same.
- 9) Exterior decks are permitted provided that they are constructed of wood materials and are of a design approved in advance and in writing by the Architectural Control Committee.
- 10) Above ground swimming pools, hot tubs, spas, and similar facilities are not permitted. In-ground swimming pools, and required fencing thereof, are permitted provided they meet all local and state codes and are of a design approved in advance and in writing by the Architectural Control Committee.
- 11) External antennae, satellite or microwave dishes, and solar panels of any type, may be installed and maintained only with the prior written approval of the Architectural Control Committee.

SECTION 3. BUILDING LOCATIONS: Building location on a Lot shall be in accordance with setback boundaries shown on the Final Plat and must first be approved by the Architectural Control Committee (see "Master Covenants"). However, it is intended that dwellings be located on Lots in as informal a manner as possible so as to preserve the natural beauty of the Development and as many mature trees as possible and if such locations do not pose a potential or actual privacy intrusion to adjacent residences.

SECTION 4. PRESERVATION OF MATURE TREES: No existing tree, except in the immediate vicinity of the "footprint" of the residence being constructed, with a diameter of six (6) inches or more at a height of two (2) feet above ground level may, without approval of the Architectural Control Committee, be cut down, destroyed, mutilated, moved or disfigured and all existing trees shall be protected during construction and preserved by properly drained wells or islands and proper grading in such manner as may be required by the Committee.

SECTION 5. GROUND FILL ON BUILDING SITES (LOTS): Where fill is necessary on a Lot in order to obtain proper topography and finished ground elevation, it shall be ground fill free of waste material and shall not contain noxious materials that will give off odors of any kind and, all dumping of fill material shall be leveled immediately after completion of the residence.

SECTION 6. LANDSCAPING PLANS: Owners/builders shall submit detailed landscaping plans to the Architectural Control Committee for written approval prior to the commencement of such work and in accordance with the approval process set forth in the "Master Covenants".

