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 ~~29th~~ 27th 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 Vi**llages".

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 shal 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 rec-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 Covenents". 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 soas 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 soas 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 soas 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".

SECTION 7. EFFECT OF APPROVAL: Only after approval of the building plans, specifications, plot plan and landscaping plan by the Committee and upon receipt of all necessary municipal or other governmental approvals, consents and permits, construction in accordance with said plans and specifications may commence. Such construction shall be completed, suitable for occupancy, within a minimum of twelve (12) months after the last such approval has been received.

SECTION 8. USE OF OUTLOTS AND COMMON AREAS: Outlots and Common Areas shall be used only in accordance with the "Open Space Agreement" made between the Developer and the City of Muskego relating thereto and other restrictions contained in the "Master Covenants" and these Declarations. Such "Open Space Agreement" is to be recorded concurrently with these Declarations and may be amended, from time to time, by agreement between the Developer and the City and in effect from time to time. Should the "Open Space Agreement" not pertain, the "Master Covenants" shall control.

ARTICLE IX

GENERAL PROVISIONS

SECTION 1. DURATION: See Article IX, Section 1, "Master Covenants for Country Club Villages".

SECTION 2. NOTICE: See Article IX, Section 2, "Master Covenants for Country Club Villages".

SECTION 3. ENFORCEMENT: See Article IX, Section 3, "Master Covenants for Country Club Villages".

SECTION 4, SEVERABILITY: See Article IX, Section 4, "Master Covenants for Country Club Villages".

SECTION 5, AMENDMENT: See Article IX, Section 5, "Master Covenants for Country Club Villages".

SECTION 6, EFFECTIVE DATE: See Article IX, Section 7, "Master Covenants for Country Club Villages".

SECTION 7. CUMULATIVE EFFECT; CONFLICT: The provisions of this Declaration shall be inferior and subject to the provisions of the Master Covenants, and in the case of any conflict, the Master Covenants shall take precedence over this Declaration. Without limiting the generality of the foregoing, this Declaration is specifically made subject to the terms of Article IX, Section 5 of the Master Covenants. **THIS SECTION MAY NOT BE AMENDED.**

SECTION 8. WITHDRAWAL: See Article IX, Section 9, "Master Covenants for Country Club Villages".

SECTION 9. CONFLICT: See Article IX, Section 6, "Master Covenants for Country Club Villages".

SECTION 10. STANDARDS FOR CONSENT, APPROVAL, COMPLETION, OTHER ACTION AND INTERPRETATION: See Article IX, Section 10, "Master Covenants for Country Club Villages".

SECTION 11. EASEMENTS: See Article IX, Section 11, "Master Covenants for Country Club Villages".

SECTION 12. C.P.I.: See Article IX, Section 12, "Master Covenants for Country Club Villages".

SECTION 13. COVENANTS RUNNING WITH THE LAND: See Article IX, Section 13, "Master Covenants for Country Club Villages".

SECTION 14. MANDATORY MERGER: If any one or more portions of The Properties are developed under a declaration of covenants and restrictions different from this Declaration and therefore, are governed by an association different from this Association, upon the development by the Developer (or its affiliates) of the last of the lands of The Properties to be developed, the Developer may, by written notice to the Association (and each of the other associations governing portions of the Properties), require all of such associations and the Association (or any two or more thereof) to merge or consolidate (at Developer's election) into a single association which will then govern all the Lots affected by such merger or consolidation under and pursuant to all applicable Declarations then affecting such Lots. The consent of Members and members of the Board of Directors so such merger or consolidation shall not be required but, to the extent, notwithstanding the foregoing, they must be obtained, such consents shall be deemed given by acceptance by each of such persons or entities of the respective deeds to each of their respective Lots. In the event of any such merger or consolidation, all regular expenses incurred by the resulting association in respect of all of the properties governed by such association shall be shared equally by all affected lots (including, but not limited to, the Lots). At the election of the Developer, the aforesaid mandatory merger or consolidation provision may also be made applicable to the Master Assoiation and all or any combination of "Sub-Associations" as defined in the Master Covenants.

SCHEDULE A

ADDENDUM

To

DECLARATION OF COVENANTS AND RESTRICTIONS

For

CHAMPIONS VILLAGES OF COUNTRY CLUB VILLAGES

SECTION 1. GENERAL RESTRICTIONS

1. **COMMON AREAS:** The Common Areas and facilities shall not be obstructed nor used for any purpose other than the purposes intended. Therefore, no cars, carts, golf cars, bicycles, carriages, chairs, tables or any other similar objects shall be stored or parked thereon in more than a transitory manner unless provided by the Master Association, or the Association in concert with the Master Association, for use by residents while in attendance on such Common Areas.

2. **EMPLOYEES:** Employees of the Master Association, Sub-Associations or the Country Club may not be used by Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

3. **ANIMALS:** No animal, bird, fowl, poultry or livestock, other than a maximum of two (2) generally recognized household pets shall be maintained on any Lot and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal, bird, fowl, poultry or livestock shall be allowed to make an unreasonable amount of noise, to become a nuisance or to trespass on the Golf Course or any neighboring Lot or property. No structure for the care, housing or confinement of any animal, bird, fowl, poultry, or livestock shall be maintained on any Lot. Such pets shall never be allowed to run freely upon any of the Common Areas or the Country Club grounds and, when outside of the boundaries of the Owner's Lot, shall be leashed on a leash no longer than six (6) feet and in the company of an individual willing and able to fully control it or them. Any Owner maintaining a pet upon the Properties or whose guests, lessees or invitees bring any animal upon the Properties, shall be fully responsible for and shall bear the expense of any damage to persons or property resulting therefrom. Any person in control of pets shall be responsible for cleaning up after it and no pet may be allowed to defecate or eliminate on any Lot, Common Area, Limited Common Area or the Golf Course. If the Board of Directors of the Association should determine that any particular pet or pets are a nuisance, it shall have the power to compel the Owner to remove said pet or pets from the Properties. Upon the written request of any

Owner or Resident, the Board of Directors of the Association shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this Section, a particular animal, bird, fowl, poultry, or livestock is a generally recognized household pet, and whether such a pet is a nuisance. The Board shall also have the authority to exempt from the foregoing restrictions, or portions thereof, a pet shop in a Commercial land use classification and animals kept by the Class "D" owner/operator for purposes of security.

4. **TEMPORARY OCCUPANCY AND TEMPORARY BUILDINGS:** No trailer basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, shall be used at any time for residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any property shall be removed immediately after the completion of construction.

5. **MAINTENANCE OF LAWNS AND PLANTINGS:** Each Owner shall keep all shrubs, trees, hedges, grass and plantings of every kind located on;

   (i) his Lot, including set back areas and Limited Common Areas,

   (ii) planted public right-of-way areas between pedestrian ways or bike paths and the street curb in front of his Lot, if any,

   (iii) any other public right-of-way or easement area which abuts the Owner's Lot(s) and which is located between the boundary line of his Lot and the paved area of any street, pedestrian way, bike path or similar area, and

   (iv) any non-street public right-of-way or easement area adjacent to his Lot(s),

   neatly trimmed, shall keep all such areas properly cultivated and free of trash, weeds and other unsightly material and shall maintain all paved and concrete areas, including driveways, roadways and parking areas, in good condition and repair; provided, however, that such Owner shall not be responsible for maintenance of any area over which (1) the Master Association or the Association assumes the responsibility in writing; (2) the Master Association or the Association has been given such responsibility by a recorded instrument as provided in this Declaration; or (3) the City of Muskego, Waukesha County or other governmental entity assumes responsibility; for so long, in each such case as the Master Association, Association or City of Muskego, Waukesha County or other governmental entity assumes or has responsibility as provided in this section. The Board may also, in its sole discretion, require landscaping by the Owner of the areas described above on or before expiration of such time periods as the Board of Directors of the Master Association may establish.

6. **NUISANCES:** No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of other such property. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, firecrackers, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. Neither shall any unshaded floodlights be maintained which cause light to shine directly into the living areas of any neighboring or adjacent residences. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Master Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber and other building materials will be piled only in such areas as may be approved by the Architectural Control Committee. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Committee, which may also require screening of the storage areas. The Board, in its sole discretion, shall have the right to determine the existence of any such nuisance.

7. **DISEASES, INSECTS AND OTHER NOXIOUS PESTS:** No Owner shall permit any thing or condition to exist upon any Lot which shall induce, breed or harbor potentially infectious plant diseases, Insects or Noxious Pests.

8. **REPAIR OF BUILDINGS:** No building or structure on any Lot shall be permitted to fall into disrepair and each such building and structure shall, at all times, be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by this Declaration, such building or structure shall be immediately repaired or rebuilt or shall be demolished and debris removed.

9. **ANTENNAE:** No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained out-of-doors on any Lot, whether attached to a building or structure or otherwise, unless approved by the Architectural Control Committee. This Restriction shall not apply to the Class D Member when such use is restricted to the Country Club grounds and buildings or the Developer or its affiliates who shall have the right to install and maintain antennae, microwave antennae, dishes and satellite antennae and radio and

television lines and communications systems for their own use as well as to provide enjoyment to residents and customers.

10. **MINERAL EXPLORATION:** No Lot, other than those designated as "Well-Sites" or "Sewer-Sites", shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind. This Restriction shall not apply to the Class D Member insofar as excavation for purposes of the creation of lakes and drainage ways or construction of golf course improvements, nor does it apply to the Developer.

11. **NOISE:** No Owner shall make or permit any disturbing noises in the Properties and facilities by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Owners. No Owner shall play or permit to be played, any musical instrument, nor operate or permit to be operated, a phonograph, television, radio or sound amplifier or any other sound equipment in the Properties and facilities in such a manner as to disturb or annoy other residents (applying reasonable standards). No Owner shall conduct, nor permit to be conducted vocal or instrumental instruction at anytime which disturbs other residents unless permission is first obtained, in writing, from the Committee.

12. **TRASH CONTAINERS, COLLECTION AND BURNING:** No garbage or trash shall be placed or kept on any Lot except in covered containers of a type, size and style which are approved by the Architectural Control Committee or the collecting agency. In no event shall such containers be maintained so as to be visible from neighboring properties except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection. The Committee may also, in its sole discretion and at its option, designate the location on a Lot where such containers shall be stored between collection times in order to protect adjacent properties from noise or odors emitting from the use of such containers. All rubbish, trash, or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot and no trash, of any kind, may be burned. No bar-b-que or other outdoor cooking facility shall be located on any Lot nearer than ten (10) feet from either side Lot line unless made a part of the building structure itself.

13. **CLOTHES DRYING AND OTHER OUTDOOR FACILITIES:** Outside clotheslines or other outside facilities for drying or airing clothes, wood storage piles and other such private facilities shall be installed and maintained in such a way as to avoid becoming a nuisance to neighboring properties.

14. **MACHINERY AND EQUIPMENT:** No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except, (i) such machinery or equipment as is

usual and customary in connection with the use, maintenance or construction (during the period of construction) of a building, appurtenant structures, or other improvements; (ii) that which the Developer or the Master Association or appropriate Sub-Association may require for the operation and maintenance of the Properties; or (iii) that used in connection with any commercial activity permitted under the Declaration.

15. **SIGNS:** No signs whatsoever, including, but not limited to, commercial, political and similar signs, which are visible from neighboring properties shall be erected or maintained on any Lot or within the Properties except:

(i) Signs required by legal proceedings.
(ii) Not more than one identification sign per residence, not to exceed seventy-two (72) square inches of face area.
(iii) Signs (including "For Sale" and "For Lease" signs) the nature, number, and location of which have been approved in advance and in writing by the Committee.
(iv) Signs of builders on any Lot approved from time to time by the Developer as to number, size, colors, design, message content, location and type.
(v) Such other signs (including but not limited to construction job identification signs, builders signs and subdivision identification signs for the various Villages and other facilities) which are in conformance with the requirements of the City of Muskego and which have been approved in writing by the Architectural Control Committee as to size, colors, design, message content and location.

16. **RESTRICTION ON FURTHER SUBDIVISION, PROPERTY RESTRICTIONS AND REZONING:** No Lot shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Board of Directors of the Master Association, which approval must be evidenced on the plat or other instrument creating the sub-division, easement or other interest. This provision shall not, in any way, limit the Developer from subdividing or separating into Lots any property at any time owned by the Developer or its affiliates and which has not previously been platted or subdivided into Lots. No portion of a Lot but for the entire Lot, together with the improvements thereon, may be rented, and then only to a single person or family. No further covenants, conditions, restrictions or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Board and any covenants, conditions, restrictions or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot, and no application for variances or use permits, shall be filed with any governmental authority by anyone

other than the Developer or Class D Member unless the proposed use of the Lot has been approved by the Board and the proposed use otherwise complies with this Master Declaration and any other applicable Declarations.

17. **EASEMENTS:** There is hereby created a blanket easement upon, across, over and under each Lot for ingress to, egress from, and the installation, replacing, repairing and maintaining of, all utility and service lines and systems, including but not limited to water, sewers, gas, telephones, electricity, television cable, communication and security lines and systems, etc. as such utilities and services are installed in connection with the initial development of the Lot and the construction of the first Dwelling Unit or other building thereon. Pursuant to this easement, a providing utility, service company, the Developer or the Master Association (or appropriate Sub-Association) may install and maintain facilities and equipment on the property and affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of buildings on the Lots. Notwithstanding anything to the contrary contained in this Subsection, no sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated on any Lot except as initially programed and approved by the Developer or the Architectural Control Committee, or, if installed after recordation of this Declaration, approved by the Owner and the Committee.

    Easements for underground electrical, telephone, cable TV, gas, sewer, water and other services may be crossed by driveways and walkways. Such easements for underground service shall be kept clear of all other improvements, including buildings, patios and other paving, other than crossing walkways or driveways, and neither the Developer nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, agents, employees or servants, to shrubbery, trees, flowers or other improvements of any Owner located on the land covered by this easement.

18. **UTILITY SERVICES:** No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot unless same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Architectural Control Committee. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures previously approved by the Committee or the temporary installation of Christmas lighting. Such lighting, however, must be removed no later than the end of the first week of January immediately following the Christmas season.

19. **OVERHEAD ENCROACHMENTS:** No tree, shrub, or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, roadway, pedestrian or bicycle way or other area from ground level to a height of twelve (12) feet without the prior approval of the Architectural Control Committee.

20. **OFFENSIVE ACTIVITIES:** No trade or offensive activity of any kind shall be carried on upon any residential Lot, nor shall anything be done on any Lot which shall constitute an annoyance or nuisance to other Owners and the Properties.

21. **PARKING: MOTOR VEHICLES, TRUCKS, TRAILERS, CAMPERS, BOATS, ETC.:** No motor vehicle classed by manufacturer rating as exceeding 3/4-ton, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer, or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed or repaired on any Lot or on any street so as to be visible from neighboring properties, the Common Areas, the Country Club grounds or the streets; provided, however, the provision of this Section shall not apply to pickup trucks of 3/4-ton capacity or less with camper shells not exceeding seven (7) feet in height measured from ground level or to vans of 3/4-ton or less capacity when used on a regular and recurring basis for basic transportation.

    No automobile, motorcycle, motorbike or other motor vehicle shall be constructed, reconstructed or repaired upon any Lot or street, and no inoperable vehicle may be stored or parked on any such Lot or street, so as to be visible from neighboring properties, the Common Areas, Country Club grounds or the streets provided, however, that the provisions of this Section shall not apply to (i) emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with,the construction of any improvement approved by the Architectural Control Committee; (ii) the storage of such vehicles in an area designated for such purposes in this or an associated Declaration or on a site plan approved by the Committee; or (iii) the maintenance of golf cars on the Country Club grounds.

    It is the intent of this Declaration to restrict On-Street parking as much as possible. Vehicles of all Owners and residents, and of their employees, guests and invitees, are to be kept in garages, residential driveways of the Owner and other designated parking areas wherever and whenever such facilities are sufficient to accommodate the number of vehicles at a Lot; provided, however, this Section shall not be construed to permit the parking in the above described areas of any vehicle whose parking within Champions Village is otherwise prohibited or the parking of any inoperable vehicle. However, this prohibition of parking shall not apply to temporary parking of commercial vehicles, such as for pick-up and delivery and other temporary commercial services, nor to any of the Developer's or its affiliates'

vehicles. Further, should there not be a parking area provided for recreational vehicles it is expressly permitted that guests of Owners owning and arriving in such vehicles shall be permitted to park them in the Owners' driveways for a period not to exceed one (1) week, provided such vehicle is not used as living quarters during such visits and prior permission is obtained from the Committee or Management Firm. No unused or inoperable vehicle of any kind, except as herein provided, shall be stored or parked on any Lot except in a closed garage. An "unused or inoperable vehicle" is defined as any vehicle which has not been driven under its own power for a period of thirty (30) consecutive days or longer.
Any vehicle in violation of these rules and regulations or other restrictions contained herein or in the foregoing Declaration, as they may be amended, may be towed by the Master Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice of violation is posted, neither its removal, nor failure of the owner to receive it, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes and trailers, boats, boats and trailers, etc. An affidavit of the person posting such notice stating that it was properly posted shall be conclusive evidence of proper posting.

22. **RIGHT OF ENTRY:** During reasonable hours and upon reasonable notice to the Owner or other occupant of a Lot, any member of the Architectural Control Committee, any member of the Board of either the Master Association or the Association, or any authorized representative of either of them, shall have the right to enter upon and inspect any Lot, and the improvements thereon, except for the interior portions of any completed residence, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with and such persons shall not be deemed guilty of trespass by reason of such entry.

23. **HEALTH, SAFETY AND WELFARE:** In the event additional uses, activities, and facilities are deemed by the Board to be a nuisance or to adversely affect the health, safety or welfare of Owners or Residents, the Board of Directors of the Assocation may make rules restricting or regulating their presence on Champions Village as part of the Master Covenants or may direct the Architectural Control Committee to make rules governing their presence on Lots as part of the architectural guidelines.

24. **MODEL HOMES:** The provisions of this Master Declaration which prohibit nonresidential use of Lots and regulate parking of vehicles shall not prohibit the construction and maintenance of model homes by persons engaged in the construction of

residential dwellings within Champions Village or the Properties and parking incidental to the visiting of such model homes so long as the location of such model homes are approved by the Architectural Control Committee, the opening and closing hours are approved by the Board, and the construction, operation (including means of access thereto, amount of lighting and number and appearance of signs) and maintenance of such model homes otherwise comply with all of the provisions of this Declaration and the Master Covenants of Country Club Villages. The Committee may also permit Lots and other areas to be used for parking in connection with the showing of model homes so long as such parking and parking areas are in compliance with the ordinances of the City of Muskego and any rules of the Committee. Any homes constructed as model homes shall cease to be used as model homes at any time the Owner or Tenant thereof is not actively engaged in the construction and sale of single family residences within Champions Village of Country Club Villages and no home shall be used as a model home for the sale of homes not located on Country Club Villages without the express written permission of the Developer.

25. **INCIDENTAL USES:** The Board of Directors of the Master Association may approve uses of property within any land use classification, other than that of the Country Club, which are incidental to the full enjoyment by the Owners of the property within that land use classification. Such approval may be subject to such regulations, limitations and restrictions, including termination of the use, as the Board may wish to impose, in its sole discretion, for the benefit of Country Club Villages as a whole.

26. **SEWERAGE COLLECTION/PUMPING AND WELL SITES:** Property classified for "Sewerage Collection/Pumping Sites" or "Well Sites" under this or other Declaration shall be used only for the construction, operation and maintenance of the required facilities in accordance with, and subject to, the terms and conditions of a "Sewerage Collection/Pumping Agreement", if any shall be entered into with the City of Muskego or other governmental entities and provisions of a "Water Trust" to be recorded. A copy of these agreements, if executed, shall at all times be maintained in the office of the Master Association and shall be available for inspection during regular business hours. The use of such property may be changed by the City of Muskego or other Owner (other than the Developer) only in accordance with the Agreement. Easements over portions of Country Club Villages required for sewerage collection and disposal lines from the collection/pumping site and/or water lines from the "Well Sites", as required by the Agreement, shall be established by a recordation of a subdivision plat.

If, for any reason, ownership of property having a Sewerage Collection/Pumping land use classification reverts to the Developer or the Master Association under the Agreement, the Developer or Master Association may amend the Declaration for

such property to alter the land use classification to such a land use classification as they may deem appropriate.

27. **THE COUNTRY CLUB:** Property designated as "the Country Club" may be used only for the construction and operation of a golf course, recreational or aesthetic open space and social club and activities incidental thereto for a period of at least twenty years from the date of this Declaration. Such activities shall include, but not be limited to, the operation of restaurants and bars, the giving of parties, dances and other social functions, the conduct of regular golf activity, golf tournaments and golf outings, the operation of a pro shop, practice range and golf teaching activities, the operation of tennis courts, saunas, swimming pools and other recreational facilities and the use of facilities on the premises for social meetings and recreational activities for resident members, non-resident members and non-member customers. During this or subsequent periods pertaining to this restriction the land occupied by the golf course may not be further divided, subdivided or changed in zoning.

This Declaration hereby makes clear that the establishment of hours of operation, the number of members, the types of memberships, the use of the golf course and other facilities by members and non-members, the use of lights, the conduct of various activities, and other matters pertaining to the operation of the Country Club shall be strictly under the control of the owner of the Country Club. However, it is hereby agreed that all Owners of residences within Country Club Villages will receive membership in the Country Club in exchange for an annual fee, to be established through negotiation between the Board and the Owner of the Country Club and included in Maintenance fees to be paid to the Association by Owners, which will entitle such members to certain privileges (not including use of the golf course unless published fees are paid) such as, but not limited to, preferential tee times, handicaps, news-letters, use of pool and tennis facilities (when and if constructed) and other privileges which may be reserved for members only. Such privileges will be established through negotiation between the Owner of the Country Club and the Board on an annual basis. It is further stipulated that such annual membership and maintenance fees shall be calculated based on costs of providing such privileges and maintaining such amenities, including portions of the golf course itself which can be considered a value-enhancing amenity for adjacent properties, plus an operating profit not to exceed twenty-five percent (25%) and that membership/maintenance fees charged to resident members shall be at least twenty percent (20%) lower than those charged to non-resident members.

In order to compensate the Owner of the Country Club for a portion of the costs of maintaining the golf course areas adjacent to residences such as ponds, lakes, landscaped areas and parts of the golf course itself, which must be considered valuable amenities for all residences in Country Club

Villages, the Association shall pay to the Owner a sum to be agreed upon annually between the Owner and the Board, which sum shall be included in maintenance fees to be paid by Owners of residences within Champions Village of Country Club Villages. Unless otherwise agreed by the Master Association and the Owner of the Country Club, such payment shall take place in accordance with procedures set forth in these and the Master Covenants.

Further, it is hereby stipulated that the Class D member shall locate all additional recreational amenities (if any) such as swimming pool and tennis courts, in close proximity to the existing Country Club clubhouse and hereby agrees to construct a minimum of the following at approximately the following tie and upon the conditions that,

(1) the City of Muskego allows a total density of at least One Thousand-Fifty seven (1,057) housing units within the present confines of Country Club Villages over time and essentially in accordance with the Business Plan on file with the City and,

(2) at least two-thirds (2/3) of the Members of the Master Association (excluding the Developer and the Class D Member) at the times estimated for such construction , vote not to participate in their use and the payment of assessments for such use and maintenance.

It is further stipulated that, should such recreational facilities be constructed as outlined below, the Association(s) may not thereafter vote to eliminate fees assessed for the maintenance or use of such facilities unless the Country Club is purchased by all, or a group of, resident members or another entity to be operated as a "private" country club with restricted membership.

1) Four asphalt surfaced tennis courts including appropriate fencing and screening upon completion and occupancy of no less than one hundred-fifty (150) and no more than two hundred (200) homes within Country Club Villages.

2) A clubhouse addition and alteration to include a Golf Shop, Bar and Grill on the main level along with other facilities associated with golf, swimming and facility management activities, along with remodeling of parts of the present clubhouse to accommodate such addition, upon completion and occupancy of no less than five hundred (500) and no more than six hundred (600) homes within Country Club Villages.

3) A swimming pool and surrounding patio area upon completion and occupancy of no less than eight hundred (800) and no more than one thousand one-hundred (1,100) homes within Country Club Villages.

The rules and regulations adopted from time to time by the Class D Member (Country Club Owner) with respect to the Country Club are hereby incorporated herein by this reference and will be enforced by the Association, the Master Association (and vice versa). The Associations and the Class D Member shall cooperate in their respective enforcement of each other's rules, regulations and restrictions.

28. **CHILDREN:** Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Common Areas or on Country Club grounds and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Master Association and/or Country Club. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing any recreation facilities including those at the Country Club unless enrolled in a sponsored group activity and overseen by responsible adults or Country Club employees.

29. **SWIMMING POOLS:** **ALL PERSONS USING ANY SWIMMING POOL AT THE COUNTRY CLUB OR IN OTHER RECREATIONAL AREAS SHALL DO SO AT THEIR OWN RISK.** All children under twelve (12) years of age must be accompanied by a responsible adult when on Country Club property and bathers are required to wear footwear and cover over their bathing suits in recreation buildings and the Country Club clubhouse. Bathers with shoulder-length or longer hair must wear bathing caps while in the swimming pools, and glass and other breakable items are not be permitted in recreational areas under any circumstances.

    Private swimming pools on Lots or in Condominium Villages may be constructed and maintained by the Owners. However, only swimming pools of the "in-ground" variety will be permitted and all design and construction must be approved in writing by the Architectural Control Committee and comply with all applicable State, County and Municipal ordinances.

30. **HUNTING:** No hunting or use of firearms shall be permitted anywhere on the properties at any time.

Section II. CONSTRUCTION STANDARDS

1. **RESTRICTIONS:** Within the context of ARTICLE I, subsection (h) of the Master Declarations, the following restrictions will apply:

    (a) All plans and specifications for residences or commercial buildings proposed for erection on the Properties must be approved by the Architectural Control Committee in accordance with rules established in the Master Association Declarations.

(b) The Architectural Control Committee is authorized to charge not more than one hundred dollars ($100.00) for review of plans for structures and alterations of single family units and not more than five hundred dollars ($500.00) for review of plans for structures and alterations of multi-family or commercial units or complexes. Submission of such plans must be accompanied by a deposit of twenty-five percent of the above fee. Such fee may be adjusted in light of the noted CPI on an annual basis.

(c) Neither the Committee, its members, the Association, nor the Developer shall be responsible in any manner whatsoever for any defect in any plans or specifications submitted or as revised by said Committee or the Developer, or for any work done pursuant to the requested changes of any plans and specifications.

2. **DRAINAGE:** Natural drainage patterns shall not be changed by any construction unless permanent storm drainage systems are installed underground with appropriate collection basins. To the greatest extent possible, existing water retention ponds as well as existing low areas (so-called wetland areas) will be used for the retention of storm waters emanating from developed areas and Villages.

3. **CONSERVATION:** Owners and Developers shall design all construction and landscaping to comply with existing environmental and conservation standards. All landscaping plans shall be submitted to the Architectural Control Committee for approval before installation.

4. **SEWERAGE FACILITIES;** Each living unit and commercial structure on the Properties shall be provided with a sewerage disposal connection. Outdoor privies are prohibited except during construction and on the golf course.

5. **OUTSIDE TANKS:** Butane and similar tanks shall conform to appropriate municipal, county, or state regulations and must be screened from view and located so as not to detract from the appearance of any Lot or Village.

6. **FENCES:** No fences or walls, other than those surrounding in-ground swimming pools as approved by the Committee, may be erected or maintained on any Lot except by the Developer or, in the case of multi-family Villages, the builder. **THOSE OWNERS OF LOTS FRONTING ON THE GOLF COURSE ARE SPECIFICALLY PROHIBITED FROM ERECTING ANY FORM OF FENCE, WALL OR HEDGE WHICH WOULD INHIBIT OR EXCLUDE GOLFERS SEEKING RECOVERY OF GOLF BALLS OR ACT AS A VISUAL, PHYSICAL OR AESTHETIC BARRIER TO GOLFERS OR OTHER RESIDENTS.**

7. **GRADING OF LOTS:** Each lot owner must strictly adhere to and finish grade his or her lot in accordance with the Master Grading Plan on file in the offices of Country Club Villages, Inc. and the offices of the City of Muskego unless approved by the City Engineer to alter same. Country Club Villages, Inc.,

The Master Maintenance Association and/or the City and/or their agents, employees, representatives, or assigns shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance or correction of any drainage condition and the Property Owner shall be responsible for any costs associated with same.

Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of this Declaration, By-Laws and Articles of Incorporation of the Master Association and the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Master Association shall have the right to suspend voting rights and use of recreation facilities in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Master Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees or employees, to comply with any covenants, restrictions, rules or regulations herein or in the Declaration or Articles of Incorporation or By-Laws, as provided in the Declaration.

These rules and regulations shall not apply to the Developer, nor its affiliates, agents or employees and contractors (except in such contractors' capacity as owners), or to institutional first mortgagees, nor to property owned or operated by either the Developer or its affiliates (including the Class D Member) or such mortgagees. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors of the Association, upon concurrence by the Board of Directors of the Master Association, shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

Nothing contained in the Declarations or these rules and regulations shall be construed to prevent the erection or maintenance by the Developer, or its duly authorized agents, of structures, improvements or signs necessary or convenient to the development or sale of property within Country Club Villages.

EXECUTED this_____day of_____19.____

Signed in the presence of:

THE VILLAGES AT MUSKEGO LAKES, PARTNERSHIP

_____ By_____

_____ Position_____

STATE OF WISCONSIN)
) **SS:** (Corporate Seal)
COUNTY OF_____)

Personally came before me this____ day of_____,19____ the above named person(s), to me known as the parties who executed the foregoing instrument and acknowledged the same.

_____
Notary Public My Commission

Expires_____ State of Wisconsin at Large

JOINDER

MUSKEGO LAKES CORPORATION, a Wisconsin corporation, being currently the owner/operator of Muskego Lakes Country Club, hereby joins in the foregoing Declaration for the purpose of subjecting its interest in the Country Club and its facilities to the Declarations.

MUSKEGO LAKES CORPORATION

Signature:_____
Scott F. Krause, President

STATE OF WISCONSIN)
) **SS:**
COUNTY OF_____)

Personally came before me this____ day of_____,19_____ the above named person(s) to me known as the party(ies) who executed the foregoing instrument and acknowledged the same as the representative of Muskego Lakes Corporation, A Wisconsin corporation, on behalf of said Corporation in its capacity as Owner and Operator of MUSKEGO LAKES COUNTRY CLUB.

_____
Notary Public
State of Wisconsin at Large

My Commission Expires_____

JOINDER OF EXISTING PARCEL OWNERS

_____, being the Owner(s) of that portion of the Properties identified on the attached Schedule I, hereby join(s) in the foregoing Declaration for the purpose of subjecting its/their interest in such property to the Declarations.

WITNESSES:	PRINCIPALS:
By:_____	By:(Print)_____
Signature:_____	Signature:_____
By:_____	By:(Print)_____
Signature:_____	Signature:_____

STATE OF WISCONSIN)
) **SS:**
COUNTY OF_____)

Personally came before me on this ____ day of _____,19___ the above named_____acting on behalf of _____ to me known as the party(ies) who executed the foregoing instrument and acknowledged the same.

_____
NOTARY PUBLIC
State of Wisconsin at Large

My Commission Espires_____

JOINDER OF LOT/PARCEL PURCHASERS

_____,
being the purchaser(s) of that portion of the Properties identified on the attached Schedule/survey hereby joins in the foregoing Declarations for the purpose of subjecting his/her/their interest in such property to the Declarations.

WITNESSES:	PRINCIPALS:
By:_____	By:(Print)_____
Signature:_____	Signature:_____
By:_____	By:(Print)_____
Signature:_____	Signature_____

STATE OF WISCONSIN)
) **SS:**
COUNTY OF_____)

Personally came before me this____ day of_____, 19____
the above named_____
acting on behalf of_____
to me known as the party(ies) who executed the foregoing instrument and acknowledged the same.

_____
NOTARY PUBLIC
State of Wisconsin at Large

My Commission Expires_____