EXHIBIT C

DECLARATION OF COVENANTS AND RESTRICTIONS

1. The restrictive covenants hereon shall apply in their entirety to any units which are sold in the condominium plat shown herein. It is the intention of these restrictive covenants to maintain aesthetic harmony for the benefit and protection of the golf course and the owners of the units in the condominium and to provide architectural protection and control of the units.

2. **Each owner, by purchasing any unit in the condominium, shall automatically become a member of the Condominium Unit Owners Association and shall be bound by the terms and conditions of the declaration, the articles and bylaws of the Association, and such rules and regulations as may be promulgated and adopted by the Association under such articles and bylaws.** Subject to the limitations set forth in the declaration, the Association shall have the right to make such reasonable rules and regulations and to provide such means and to employ such agents as will enable it adequately and properly to carry out the provisions of the declaration. On transfer, conveyance, or sale by any owner of all interest in any condominium unit, such owner's membership in the Association shall thereupon cease and terminate.

3. By acceptance of the deed or other instrument of conveyance for his or her unit within the condominium, each unit owner shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments as provided in the Declaration. Such assessments shall be fixed, established, and collected from time to time as provided in the Declaration. The annual and special assessments, together with such interest thereon and costs of collection as provided below, shall be a continuing lien on the property affected and shall also be a personal obligation of the owner of such property on the date when the assessment is due. The provisions of the Wisconsin Condominium Ownership Act, shall govern the levying and collection of such assessments by the Association.

4. LAND USE. Each unit shall be used for single family residential purposes only.

5. ARCHITECTURAL CONTROL. No buildings shall be erected, placed, or altered on any unit until the construction plans and specifications and a plan showing the location of the structure upon the unit has been submitted to and approved by the Architectural Control Committee (hereinafter defined) as to its conformity with these restrictions and harmony with the exterior architectural design of existing structures in the estate development, as to location of any such building with respect to topography and finished grade elevation and as to landscape planning and development **including driveway location and dimensions**. The Architectural Control Committee shall be composed of the officers of the Association. The minimum size of a home must be 2000 square feet of living area for a single floor or 2350 square feet of living area for a multi-floor. When figuring living area, basement, garages, porches or stoops are not to be included. All garages must be attached to the residence. **Unattached auxiliary structures of any kind, such as sheds, storage buildings, or tree houses, are not allowed.**

The plans and specifications shall be deemed approved in the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after submission of complete plans and specifications.

6. BUILDING MATERIALS AND COMPLETION. The exterior of any building shall be completed in all respects prior to the expiration of eight (8) months from the start of construction. No exposed concrete block or concrete walls shall be used in the exterior of any building at any point above one (1) foot above grade. No rolled or sheet roofing shall be used. No used or secondhand materials without approval of the Architectural Control Committee may be used in the exterior construction of any building. All percolation test holes must be repaired and seeded within ten (10) days.

6-A. UNITS PURCHASED AND BUILT ON SPEC. **All units purchased and built on spec will be constructed to a MIMINUM level of CUSTOM GRADE in both material and workmanship and have an approved landscape plan prior to any construction.**

7. TEMPORARY STRUCTURES AND TEMPORARY STORAGE. No unit shall be occupied until the residence is complete. No structure of a temporary character, mobile home, basement, tent, shed, garage, barn or other out building shall be used on any unit at any time as a residence. No storage of material on units except during construction.

8. BUILDING LOCATION. Location and placement of buildings within the unit site shall be approved by the Architectural Control Committee so that all residences shall be centered as reasonably as possible on their respective units and have similar setbacks. All homes erected in said condominium shall have a fifty (50) foot setback from the road and side yards for a total of twenty-five (25) feet providing however, that neither side yard shall be less than ten (10) feet.

9. UNIT DESIGN.

9-A. The height and location of any residence, garage, or other attached accessory building shall be designed and located so as to assist in the preservation of view of others. Flue pipes are required to be encased in a chimney. Exposed “b” vents are not permitted. The roof(s) should have a minimum of an 8/12 pitch. Roof forms should be well organized and consistent in form and pitch on all elevations. Gutters and downspouts shall be used at all eaves. Roof structures such as attic vents, plumbing vents and exhaust fans shall be located on the rear of the ridge and shall be painted to match the roof color.

9-B. All units may have ranch type, bi-level or tri-level or two story homes constructed on them as approved by the Architectural Control Committee, except that there shall be no “A frame” houses constructed. All homes shall be built with basements. Each home shall have an attached garage with a minimum of 2-1/2 parking spaces. Side loading garages are to be used whenever possible.

9-C. Masonry must be applied to the masses of the building rather than to the facades. Materials should come to logical points of termination, such as at an inside corner. Exterior walls may

incorporate any of the following: brick, stucco, stone, or wood. Aluminum, Masonite, or composition board will not be allowed. Exterior colors, which are also subject to approval, should be aesthetically pleasing.

9-D. Door and windows should reflect the style of architecture and should be consistent on all elevations in size and proportion. All openings should be articulated through the use of shutters, casings, or brick surrounds. Windows may be wood, vinyl, or aluminum clad wood with clear glass or low E glass. No reflective glass or glass block will be permitted.

10. DRIVEWAYS AND FENCES.

10-A. Entrance culverts to residences shall be of a size that will not restrict ditch drainage. All entrance drives to a residence shall be paved with a permanent surfacing material within thirty (30) days after the residence is completed, if weather permits. Driveways and parking areas must be asphalt, concrete, or paved.

10-B. No fences shall be built on any unit except as required around pools. Private swimming pools shall be constructed below ground; no pool wall shall extend more than one (1) foot above natural ground level. Patio privacy fencing may be permitted, upon architectural approval.

11. PARKING. **No mobile homes, campers, truck, trailers, boats, boat trailers, tractors, unusable automobiles or other business or recreational equipment shall be stored on said unit, either temporarily or permanently, except within an approved garage. Continuous, un-garaged parking of resident or guest vehicles shall not exceed seventy-two (72) hours. RV parking by visitors requires approval and must meet applicable state and local statues. Parking cannot exceed seventy-two (72) hours.**

12. MOWING. **The owner of any unit shall control weeds and keep the grass mowed so as not to exceed the height of four (4) inches**. In the event the owner fails to do so, the Architectural Control Committee may spray for weeds or cut the grass and charge the expense thereof to the unit owner via a special assessment and a continuing lien on the property affected.

All individual unit owners will be responsible for their own unit maintenance. All unit owners shall provide and maintain proper facilities to control storm water run-off onto adjacent properties and to insure that sediments do not enter the natural drainage system. All common areas shall be maintained by the Association.

13. MISCELLANEOUS.

13-A. **All garbage containers shall be placed either underground, or in an enclosed area**.

13-B. All household pets shall be properly restrained, housed, and confined so as not to run at large or constitute a nuisance to the other unit owners in the area. No animals, livestock, or poultry of any kind shall be bred, raised or kept on any Limited Common Elements for any purpose.

13-C. Tanks. No above ground tank will be permitted on any unit unless the same is housed in an approved building.

13-D. SIGNS. No commercial sign of any kind shall be displayed to the public view on any unit except one professionally lettered sign of not more than four (4) square feet advertising the sale of the unit

13-E. All utilities (electrical, gas, telephone, cable TV or other) shall be underground. The purchaser of each unit shall be responsible for the costs of installation of services from the Limited Common Elements line to the residence, or any other point from the main service lines to any point in the unit. **All easements to be restored within 14 days of work completion. Restoration to include (1) Additional topsoil to established height and grade (2) Reseeding, fertilization, and netting to cover all disturbed area.**

13-F. The cost of providing electricity for street lights shall be paid by the unit owners, in accordance with the assessment made to each unit owner by the township.

13-G. Hedge rows shall not be permitted to exceed four (4) feet in height.

13-H. All decks should be consistent with the design of the residence.

13-I. The golf course, which is not a part of the condominium, shall remain as such for a period of twenty-five (25) years and not be used for any other purpose other than recreational facilities commonly associated with golf courses.

13-J. **An initiation fee equal to the current H.O.A. annual assessment will be accessed to all new owners within thirty (30) days of unit sale.**

14. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

15. ENFORCEMENT. The Association or unit owner may enforce these covenants and conditions by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain or to recover damages, or both. Judgment shall include provisions for the expense of enforcement, including reasonable attorney fees.

16**.** TERM. These covenants are to run with the land as stated herein, and shall be binding on all unit owners and all persons claiming under them for a period of twenty-five (25) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the units has been recorded agreeing to change said covenants in whole or in part.