



SUMMARY OF THE PROPOSED CHANGES TO THE GOLF VILLAGE – COVENANTS

For Discussion

Reason for Change	Location in Document	Current Language	Proposed Revision/Addition	Member Impact (Low, Medium, High)
Update references to the Board of Directors (BOD) who are no longer part of the BOD.	Section I. Definitions	Architectural Control Committee - The Architectural Control Committee is Stephen A. Winter, Teresa Winter and Leslie A. Randall, or their successors, who shall be named by the Committee.	Architectural Control Committee - Board of Directors or their successors, who shall be named by the Committee.	Low
New definition to clarify the term “building” used throughout the covenants	Section I. Definitions	N/A	Building - A roofed and walled structure built for permanent use (as for a dwelling or storage shed). This excludes children's playhouses, temporary tents, etc.	Low
Remove reference to Rollie Winter & Associates. Rights and responsibilities were turned over to the Board of Directors (i.e. Architectural Committee) in 2005	Section VI. Building Approval	Architectural Control Approval - No building shall be erected, placed or altered harmony thereof with the surroundings and the effect of the building or other structure so planned on the outlook from the adjacent or neighboring property.- Until the Architectural Control Committee records a different address at the office of the Register of Deeds for Winnebago County, Wisconsin, or until such time as its rights and responsibilities are assigned, the address of the Committee shall be Rollie Winter & Associates, 111 West College Avenue, Appleton Wisconsin 54911.	Remove last sentence: Until the Architectural Control Committee records a different address at the office of the Register of Deeds for Winnebago County, Wisconsin, or until such time as its rights and responsibilities are assigned, the address of the Committee shall be Rollie Winter & Associates, 111 West College Avenue, Appleton Wisconsin 54911.	Low



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Remove references to the developer (i.e. Rollie Winter) and reference Architectural Control Committee	Section VI. Building Approval	Procedures – The Board of Directors’ approval or disapproval, as required in these Covenants, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the Covenants contained in this writing shall be deemed to have been fully complied with. As long as the developer owns any lot in the Golf Village Subdivision, no house, structure or fence may be erected on any lot in this subdivision until the plans and specifications have been submitted to and approved by the developer. These plans are to show four elevations whereby the developer shall pass on the external design and shall be harmonious and conform to setback lines.	Procedures – The Board of Directors’ approval or disapproval, as required in these Covenants, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the Covenants contained in this writing shall be deemed to have been fully complied with. As long as the developer owns any lot in the Golf Village Subdivision, No house, structure or fence may be erected on any lot in this subdivision until the plans and specifications have been submitted to and approved by the developer Architectural Control Committee. These plans are to show four elevations whereby the developer shall pass on the external design and shall be harmonious and conform to setback lines.	Low



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Remove limits on pets per household, increase timing for pet litters, and clarify the nuance between having pets and breeding animals for commercial purposes	VII. NUISANCES, TEMPORARY STRUCTURES, UNSIGHTLY USES, MISCELLANEOUS PROVISIONS: Item #2	2. Animals - No animals or reptiles generally regarded as objectionable shall be kept or lodged on the premises. There shall be no more than 2 dogs or 2 cats per household. If the owner has an outside kennel, it must be protected with shrubs and landscaping. If a pet has a litter, those pets must be elsewhere by 3 months of age.	2. Animals – No animals or reptiles generally regarded as objectionable shall be kept or lodged on the premises. There shall be no more than 2 dogs or 2 cats per household. No person may keep, breed, board or raise any animal, livestock, reptile, or poultry of any kind for breeding or other commercial purpose on any residential home. If the owner has an outside kennel, it must be protected with shrubs and landscaping. If a pet has a litter, those pets must be elsewhere by 3 6 months of age.	Low
Clarify language so that basements and playhouses are not considers temporary structures	VII. NUISANCES, TEMPORARY STRUCTURES, UNSIGHTLY USES, MISCELLANEOUS PROVISIONS: Item #3	3. Temporary structures - No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding, shall be used on any parcel at any time as a residence, either temporarily or permanently.	3. Temporary structures – No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding, shall be used on any parcel at any time as a residence, either temporarily or permanently. Children’s playhouses are not considered temporary structures.	Low
Allow for temporary signage without Architectural Control Committee approval (i.e. yard sale, elections, home for sale, etc.); eliminate reference to developer	VII. NUISANCES, TEMPORARY STRUCTURES, UNSIGHTLY USES, MISCELLANEOUS PROVISIONS: Item #6	6. Signs - No signs of any kind shall be erected or maintained on any of the lots without the prior written consent of the Architectural Control Committee. The Committee may allow one sign of not more than 6 square feet advertising the property for sale. The developer may utilize signs of any size advertising for sale the properties in Golf Village.	6. Signs - No permanent signs of any kind shall be erected or maintained on any of the lots without the prior written consent of the Architectural Control Committee. The Committee will allow no more than three temporary signs of not more than a combined total of 16 square feet. The developer may utilize signs of any size advertising for sale the properties in Golf Village.	Low



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Address concerns with not storing trash, recycling and yard waste receptacles out of sight from your neighbors, remove obsolete language regarding incinerators	VII. NUISANCES, TEMPORARY STRUCTURES, UNSIGHTLY USES, MISCELLANEOUS PROVISIONS: Item #7	Garbage and Refuse Disposal - All incinerators or other equipment for the storage and/or disposal of garbage and refuse shall be kept in a clean and sanitary condition. Trash, garbage or other waste shall be kept except in sanitary containers, which shall be concealed. No trash container is to be put in front of any dwelling sooner than the day before regularly scheduled for pick-up.	Garbage and Refuse Disposal - All incinerators or other equipment for the storage and/or disposal of garbage and refuse shall be kept in a clean and sanitary condition. Trash, garbage, recyclables or other waste shall be kept in sanitary containers, which shall be concealed inside home, garage, or screened from public view by either using fencing or by planting shrubs. No trash container is to be put in front of any dwelling sooner than the day before regularly scheduled for pick-up.	High
Address concerns about storing/parking vehicles, trailers, RV's, boats, etc. on homeowner's property	VII. NUISANCES, TEMPORARY STRUCTURES, UNSIGHTLY USES, MISCELLANEOUS PROVISIONS: Item #8	Storage - Nothing may be parked or stored outside without written approval of the Architectural Control Committee. No storage tanks shall be permitted unless they are buried or concealed. It is intended that-all vehicles, boats, recreational vehicles, etc. and junk, etc. must be garaged.	Storage - It is intended that all vehicles not intended for regular use; boats, recreational vehicles, ATV's, UTV's and junk, etc. must be garaged. Apart from cars/trucks/motorcycles for regular use, nothing may be parked or stored outside for more than 48 hours without written approval of the Architectural Control Committee. No storage tanks shall be permitted unless they are buried or concealed.	High
Bring language to current state. Fencing around the pond (Lots 44 – 56) was removed as was the fencing on Lots 21 - 35	VII. NUISANCES, TEMPORARY STRUCTURES, UNSIGHTLY USES, MISCELLANEOUS PROVISIONS: Item #16	Fence Maintenance - Stonegate Partners Partnership intend to erect a fence along the pond Lots Forty-four (44) through Fifty-six (56) and an exterior fence on Lots Nineteen (19) through Thirty-five (35). All subsequent owners of these lots shall not remove or alter this fence in any manner. Golf Village Property Owners corporation shall maintain the fence.	Fence Maintenance - Stonegate Partners Partnership intend to erect a fence along the pond Lots Forty-four (44) through Fifty-six (56) and an exterior fence on Lots Nineteen (19) through Thirty-five (35). All subsequent owners of these lots shall not remove or alter this fence in any manner. Golf Village Property Owners corporation shall maintain the fence along lots Nineteen (19) through Twenty (20).	Low



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Bring language regarding satellite dishes and antennas to current state and clarify requirements	VII. NUISANCES, TEMPORARY STRUCTURES, UNSIGHTLY USES, MISCELLANEOUS PROVISIONS: Item #18	Satellite Dishes - No satellite dishes may be allowed without the approval of the Architectural Control Committee.	Satellite Dishes and Antennas – No satellite dishes or antennas may be allowed without the approval of the Architectural Control Committee.	Low
New Item. Add provision for rentals and leases to address potential issues with a property being used for commercial purposes such as full-time vacation rentals	VII. NUISANCES, TEMPORARY STRUCTURES, UNSIGHTLY USES, MISCELLANEOUS PROVISIONS: Item #19	N/A	Rentals & Leases – No property may be used for hotel or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services or leases to roomer or boarders. Excluded from this are short term rentals for no more than a cumulative total of 2 weeks per year. All residential leases shall be in writing and shall be subject to this Declaration. Lessees shall not sublet their residential lease.	Medium



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New Item. Add provision for enforcing the covenants and documenting actions taken	VII. NUISANCES, TEMPORARY STRUCTURES, UNSIGHTLY USES, MISCELLANEOUS PROVISIONS: Item #20	N/A	<p>Fines – The Board of Directors shall be authorized to levy assessments/fines as penalties for the violation of any rule. Fines can be imposed on anyone failing to conform with Protective Covenants. At its discretion fines will be assessed by the Board of Directors. All violations will be documented via written notice issued by the Board of Directors that includes a description of the violation, date by which violation should be resolved, reference to covenant and recommended action(s) to resolve. All resolutions will be documented and available for subsequent review by members to ensure transparency and consistency in applying the rules.</p> <p>The following fines are effective when any owner disregards any written notification to a violation and remains non-compliant for the term stated in said letter:</p> <ul style="list-style-type: none">• First violation, written notice• If the violation is not resolved as stipulated in the written notice, a \$25 fine will be assessed every two (2) weeks until the violation is remedied <p>The Association may determine at any time the owner fails to remedy a problem and/or remain delinquent for any reason, place a lien on the property or use small claims court for the collection of said fines along with remedy of said violation. Owner will be responsible for any and all legal costs paid by the Association as it relates to any violation, failure to remedy, delinquent and nonpayment of fees and fines, etc.</p>	High



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Align the quorum definition with the By-Laws: “The members holding one-third of the votes which may be cast at any meeting shall constitute a quorum at such meeting. The majority of votes at any meeting, this includes proxy votes.”	IX. TIME LIMIT	These Protective Covenants are to run with the land herein described and shall be binding on all parties and all persons claiming under them in perpetuity, unless by a vote of the then record owners of at least 75% of the lands herein described, it is agreed to change said Protective Covenants in whole or in part. Each lot is entitled to one vote.	These Protective Covenants are to run with the land herein described and shall be binding on all parties and all persons claiming under them in perpetuity, unless by a quorum vote at a member meeting, it is agreed to change said Protective Covenants in whole or in part. A quorum at meetings of Members shall consist of the members attending and/or represented by proxy entitled to cast a majority of the votes upon any matter or matters arising at said meeting. Each lot is entitled to one vote.	High