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DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS,
AND EASEMENTS

HOMETOWN VILLAGE

DOC # 749295

REGISTER OF DEEDS
COLUMBIA COUNTY

RECORDED ON:
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LISA WALKER
REGISTER OF DEEDS

REC FEE: 139.00

Exempt #:

RETURN TO:
Attorney Francis J. Eustice
Eustice, Laffey, Sebranek & Auby, S.C.
P.O. Box 590
Sun Prairie, WI 53590-0590

Tax Parcel Nos. See attached.

LEGAL DESCRIPTION

Lots 1 through 87 and Outlots 1 through 7,
Hometown Village, Village of Fall River, Columbia County,
Wisconsin.

Hometown Village

Declaration of Covenants, Conditions, Restrictions and Easements

Hometown Village Property Owners Association, Ltd.

1. DEVELOPMENT

A. Village of Fall River

Hometown Village is located in the Village of Fall River, Wisconsin. Fall River is a growing community of approximately 1,274 residents at the beginning of the 21st century but originated as a small rural community. Fall River has successfully maintained its identity and a strong sense of community.

B. Property

Hometown Village is located on what is now the northeast edge of Fall River. The legal description of the property is attached, marked "Appendix A" and is incorporated herein by reference. The property within Hometown Village is in part privately owned and in part dedicated to the public (both privately maintained by the Association and publicly maintained for the benefit of all property owners). Reference should be made to the plat map

for the locations of these properties. In general, streets and the large conservancy/park areas are public lands. Residential and commercial lots are privately owned.

C. Plan

Hometown Village is a Mixed Use Planned Development with the goal of creating and maintaining a balanced mix of residential, open space and complimentary commercial uses. While not intended to be totally self sufficient, people living in Hometown Village will find themselves spending more time in the neighborhood and getting to know their neighbors. Being a planned development, and to maintain the character of the neighborhood long term, the development is subject to controls. These controls come from several sources, including the Village of Fall River, the Developer and the Community of Hometown Village itself. This document is one of those controls. Others are described below.

D. Association

The primary internal governing body of Hometown Village is Hometown Village Property Owners Association, Ltd., a not for profit, non-stock corporation who's members are the owners of property in Hometown Village. The Association may also be referred to herein as the "Property Owners Association". These covenants also establish a Covenant Committee, which has significant responsibility in maintaining the integrity of Hometown Village.

E. Developer

The Developer of Hometown Village is Hickory Grove IV, LLC. The members of this LLC are Herman Kraus, J. and Christine M. Kraus. Under this document the developer retains significant control over the development until it is completed.

F. Documents

Hometown Village is subject to and governed by a number of documents. In making any decision related to Hometown Village, residents and prospective residents should keep in mind that all of these documents work together to maintain the community in the way it was intended to be for the protection and benefit of all property owners. At the time of the creation of this document the developer is aware of the following documents that govern Hometown Village:

General Laws of the United States
and the State of Wisconsin
General Ordinances of the Village of Fall River
(Except as modified by the GDP and PIP)
General Development Plan (GDP) for Hometown Village
Precise Implementation Plan (PIP) for Hometown Village
Plat of Hometown Village
Declaration of Covenants, Conditions, Restrictions
and Easements (This document)
Hometown Village Property Owners Association,
Articles of Incorporation, Bylaws and Rules and Regulations

These documents are interrelated and frequently more than one will apply to a given situation. In general, property owners must be in compliance with all of them. Should changes to the documents be necessary different procedures must be followed for each document and frequently it will be necessary to change more than one document if the community determines that a change is appropriate.

2. ASSOCIATION

A. Incorporation

The Association shall be and is incorporated as a not for profit, non-stock corporation under the laws of the State of Wisconsin. The Association may not be dissolved without the prior written consent of the Village of Fall River.

B. Bylaws

The Association shall have bylaws that govern its operation. The Bylaws of the Association shall be adopted by the Board of Directors and may be changed as provided in the Bylaws or by Wisconsin Statutes. Some provisions of the Bylaws are also requirements of this document. Changing such provisions in the Bylaws will not change the requirements of this document. The Bylaws of the Association may not be amended in any material respect, which would adversely affect the interests of the Village of Fall River without the written consent of the Village.

C. Board of Directors

The Association shall be governed by a Board of Directors who shall be elected or appointed as provided in the Articles of Incorporation, Bylaws and this document (see Section 15. regarding Developer control). During

such time as the Developer elects to appoint the directors there shall be at least three directors and when the directors are later elected there shall be at least five directors and no more than seven directors. "Board" when used later in this document refers to the Board of Directors of the Association and "Director" refers to an individual member of the Board. Although the Covenant Committee is independent of the Board, the Board shall include within its budget and pay the expenses incurred by the Covenant Committee. The Covenant Committee shall submit a budget to the Board no later than February 15th of each year.

D. Membership

Every property owner shall be a member of the Association from the time of taking title until title is passed to a new owner. Membership is automatic and mandatory. Each member is strongly encouraged, but not required, to participate in the Association's governance and activities.

E. Annual Meeting

The Association shall have an annual meeting of its members on the second Monday of January each year. If adjourned for any reason it shall be reconvened as necessary and concluded no later than February 10th of that year.

F. Voting

Each member has the same number of votes in the Association as the number of Assessment Units assigned to that owner's property. Assessment Units shall be assigned as follows (all square foot measurements refer to finished area within structures):

Residential - Single Family, Duplex, Town Homes, Zero Lot Line, Condominiums and all other residential units with separate ownership:

One Bedroom	10
Two Bedrooms	12
Three Bedrooms	14
Four or more Bedrooms	16
CBRF or Group Home	3 times the maximum number of residents permitted by license

Residential - Multifamily with more than two units per building and common ownership of all units in the building(s):

All types	1 for every 200 ft ² <u>plus</u> 1 for each bedroom
Commercial and other Non-Residential:	For each 100 ft ² 1 for each 100 ft ² or part thereof (i.e. a property of 1632 ft ² will have 17 units)
Vacant Land:	
Owned by developer	0 *
Owned by others	5 per acre with a minimum of five
Public Lands	0

*It is recognized that the Developer is paying the cost of the initial improvements to the Plat.

Allocation of Assessment Units for vacant land applies from the date that title transfers. Allocation of Assessment Units for residential and commercial land applies from the date that an occupancy permit is issued.

There shall not be any fractional Assessment Units. The Board shall maintain an official Membership Roster as a computer file (with backups) which shall show the legal description of the property, the street address of the property, the name of the owner(s) and the number of assessment units assigned to each property. The Membership Roster shall be updated within one week prior to the annual budget meeting in January and cannot be changed again until after the annual assessment is made between the following March 15th and April 15th. Appeals as to the accuracy of the Membership Roster may be made to the Board at any time other than the period of time between the annual budget meeting and the following annual assessment. Members are encouraged to check the accuracy of their listing on the Membership Roster prior to the annual budget meeting and in time to have any errors corrected.

Voting may be done in person or by proxy. Any action that can be taken by an affirmative vote of a certain percentage of all votes may also be taken by a written document signed by holders of that percentage of all votes and containing a certificate of the Secretary of the Association stating the percentage of all votes represented by the signatures on the document. Such document shall thereafter be part of the Associations records and be recorded if necessary. The Association Bylaws shall contain consistent provisions regarding voting.

3. COVENANT COMMITTEE

A. Creation and Composition

There is hereby created a Covenant Committee to whom the property owners within Hometown Village have delegated certain responsibilities and authority. During the time that the Developer elects to appoint the members of the Covenant Committee there shall be at least three members. (See Section 15. regarding Developer control). When the members are later elected the Covenant Committee shall consist of seven voting members and one nonvoting member. Of the seven voting members one shall be elected by the Association members owning commercial property, one shall be elected by the Association members owning residential buildings containing more than four units, three shall be elected by all members of the Association by a plurality vote, two shall be elected by the Board, and the one nonvoting member of the Covenant Committee may be appointed by the Village of Fall River. Except for the nonvoting member appointed by the Village of Fall River and members appointed by the Developer, all members of the Covenant Committee must be members of the Association and own property in Hometown Village. The member appointed by the Village of Fall River may attend all meetings and is intended to act as a liaison between the Village and the Property Owners' Association to help insure that all improvements and alterations within Hometown Village comply with these covenants, the GDP, the PIP and other ordinances of the Village of Fall River. Those members who are elected by the members of the Association shall be elected at the annual meeting of the Association by a majority of those present at the meeting and meeting the eligibility requirements for each position being elected. Those members elected by the Board shall be elected no later than February 20 of each year with all members of the Committee assuming their responsibilities as committee members effective March 1st of each year. The nonvoting member may be appointed, removed and reappointed by the Village of Fall River at any time.

B. Limitation on Liability

The primary purpose of the Covenant Committee is to review the submitted applications, plans, specifications, materials and samples in order to ensure compliance with the Documents and Design Standards of Hometown Village. The Covenant Committee shall not be liable for reviewing the following, nor does it assume any responsibility arising out of any of the following:

- i) The structural adequacy, capacity, integrity or safety of the proposed improvements.
- ii) Soil or sub-soil stability, soil erosion or other soil related issues.
- iii) Compliance with applicable building codes, safety regulations, laws, regulations or ordinances of any municipality or government having jurisdiction over the property.
- iv) The performance, timeliness or quality of labor or materials provided by any contractor.

C. Responsibilities

The Covenant Committee shall have the responsibilities set forth in this section, the responsibilities set forth in other portions of this document and as may be set forth in the bylaws and/or rules and regulations of the Association. The Covenant Committee may schedule its own meetings but shall meet at least monthly on the same day of each month and may meet more frequently as needed to carry out its responsibilities. Members of the Covenant Committee shall not be compensated unless such compensation is approved by a majority of the members of the Association at the annual meeting. Expenses incurred by the Covenant Committee shall be reimbursed by the Association if pre-approved by the Board or an officer of the Association and may be compensated if approved by the Board after the expense has been incurred.

The responsibilities of the Covenant Committee shall include, but not be limited to, the responsibility for reviewing, approving, approving with conditions or disapproving all matters brought before it as provided by this document and the bylaws of the Association. Of these matters, one of the most important is consideration of the plans for all improvements or alterations to be made within Hometown Village including structures, landscaping and issues related to architectural design and use. No improvements may be made in Hometown Village, no structure erected, or any other alteration made to existing improvements, no landscaping installed or any other improvement made to any property without the prior written approval of the Covenant Committee.

The Covenant Committee shall develop forms and procedures for requesting approval of plans and other matters within its jurisdiction. No construction, landscaping or other improvements or external repairs may be commenced without the approval of the Covenant Committee.

D. Right to Inspect

A member of the Covenant Committee or its designated representatives,

shall have the right, during reasonable hours and after at least 24 hours notice, to enter upon any property to inspect for the purpose of determining compliance with this document or the provisions of any other document for which the Covenant Committee has been delegated responsibility. Such entry shall not be a trespass and the entry shall be deemed permissive. Notice will be deemed given when personally delivered to any owner of the property, when posted on the property or at 2:00 p.m. on the second day after the day mailed to any owner of the property.

E. Variances

Variances from the requirements of this document as to architectural standards and other requirements affecting the improvement or alteration of property require the approval of the Covenant Committee and such approval must be by a two-thirds vote of the Covenant Committee. Variances may only be granted in unique and unusual circumstances where those circumstances are beyond the control of the owner of the property for which the variance is sought and where such variance does not vary significantly from the overall intent of this document including the architectural standards and the general intent of the developer as stated in Section 1. The Covenant Committee shall develop forms and procedures for applying for such variances. If the variance is granted a written document setting forth the precise terms and limitations of the variance shall be prepared, executed on behalf of the Covenant Committee and a copy provided to the property owner. The original shall be kept in the records of the Covenant Committee. No variance shall be effective until it has been reduced to writing and executed on behalf of the Covenant Committee. The granting of a variance shall not be construed to obligate the Covenant Committee to approve similar variances in the future, even if the circumstances of the parties are substantially identical. The Covenant Committee does not have the power or authority to grant variances from the Village of Fall River Code of Ordinances or the GDP or PIP for the Property.

4. ASSESSMENTS AND FEES

A. Authority

The Association shall have the authority, pursuant to this Declaration and the Association's Bylaws, to make annual, special and administrative assessments and to collect those assessments, including filing liens on the property of owners who have not paid their assessments.

B. Types of Assessments

The Board of Directors of the Association, pursuant to this Declaration, the Bylaws and the Articles of Incorporation, shall have the authority to levy the following types of Assessments:

i) Annual Assessments. Annual Assessments shall be made between March 15th and April 15th of each year for the one year period beginning the next June 1st and ending the following May 31st. The assessment shall be based on the budget passed for that year. The Board is required to pass a budget on or before March 15th for the upcoming June 1st to May 31st year. Failure of the Board to pass a budget will result in the assessment being made in the same amount as the prior year. Any shortfall will then have to be made up with a special assessment and any surplus either carried forward to reduce the next year's assessment or refunded to property owners. The budget passed by the Board shall include all anticipated operating expenses of the Covenant Committee.

ii) Special Assessments. Special Assessments may be made at any time upon two-thirds vote of the Board. The Village of Fall River may also make special assessments under the authority of this document for amounts owed to the Village by the Association for upkeep or repair of publicly owned privately maintained outlots and publicly owned landscaped islands in public rights of way if the Association fails to pay the obligation to the Village within 90 days of its due date. The Village of Fall River may also make Special Assessments under this section for maintenance and repair work done by the Village on privately owned property pursuant to Fall River Ordinances. Developer, on behalf of itself and its successors and assigns, hereby waives notice and protest as to any Special Assessments made by the Village of Fall River under this section. In making any Special Assessment described herein the Village may use the procedures set forth herein or any other procedure prescribed by law. Special assessments by the Board or Members can only be made for expenses that were not anticipated and could not reasonably have been anticipated at the time the annual budget was adopted. Special assessments can be limited to less than all members if a clear rational basis exists for not assessing all members but only if the designation of which members will be assessed and the basis for the selection is set forth in the resolution.

iii) Administrative Assessment. The Board may, by majority vote, on their own initiative or on the recommendation of the Covenant Committee or any officer or director of the Association make Administrative

Assessments to collect the expenditures made by the association or other Members resulting from any Member's failure to take an action or taking an action that is contrary to any of the Documents listed in section 1. F. above. The Board shall have the authority to promulgate a schedule of fees charged for standard administrative assessment costs for common violations.

C. Determination of Assessment Amount

i) Total Assessment. The total assessment (Annual, Special or Administrative) shall be in an amount sufficient to pay the anticipated expenses for which the assessment is made. The Board shall include within the annual assessment and as part of its annual budget the anticipated expenses of the Covenant Committee. The Board may also levy Special and Administrative assessments at the request of the Covenant Committee to cover expenses which exceed its budget or which relate to specific properties.

ii) Individual Assessments. The amount of any Annual, Special or Administrative Assessments made against each of the property owners in Hometown Village shall be determined by dividing each property owners' individual Assessment Units by the total number of Assessment Units assigned to all properties subject to the assessment multiplied by the total assessment. Annual Assessments will be made against all properties in Hometown Village. Special Assessments may be made against all or less than all properties in Hometown Village. Administrative Assessments will generally be made against one or a few properties.

iii) Minimum Fund. The Board shall maintain a minimum maintenance fund of \$5,000.00 at all times to cover unexpected expenses prior to collection of the next assessment.

D. Procedure for Assessment

After any assessment is made the members to whom the assessment relates shall be given written notice by first class mail of the total intended to be assessment and the portion for which they will be responsible. For a period of 18 days following the assessment notices being mailed any member may appeal the assessment on the grounds that the total is not consistent with the Board's resolution or that the computation of individual assessments is incorrect but not on any other grounds. Absent any appeal or following resolution of the appeal the Board shall mail final notices of the assessment by first class mail to all members to whom the assessment relates. The notice shall contain a statement of the total assessment and the amount for which that member's property is

responsible. Special Assessments and Administrative Assessments must be paid within 30 days of the date the final notice is mailed. Annual assessments may be paid in full within 30 days of the date the final notice is mailed and receive a 5% discount or may be paid in twelve monthly installment equal to one-twelfth of the amount of the assessment with the installments due on the last day of each month commencing April 30th through the following March 31st.

E. Assessment on Condominium Units

All assessments made pursuant to this section against owners of condominium units located in Hometown Village shall constitute a lien against the condominium unit. However, all assessments made shall be collected by the condominium association as part of the condominium association dues and shall be submitted by the condominium association to the Property Owners Association. In the event that a full payment for all condominium units is not paid, the condominium association shall forward to the Association a list showing the unit owner and the amount of unpaid condominium association dues within 15 days of the unit owner's failure to pay. All condominiums located in Hometown Village shall acknowledge and agree, in the Condominium Declaration, that Association liens for unpaid assessments shall take priority over condominium association liens for unpaid assessments.

F. Interest on Unpaid Assessment

Any assessment, or installment thereof, not paid when due shall bear interest, at the option of the association, from the date when due until paid at a rate of 18% per annum.

G. Lien Filing

In the event that any Member fails to pay any assessment levied pursuant to this section when due, the Association may file a claim for lien against the Member's property. The Board shall not be required to provide the Member with any notices prior to filing a claim for lien. The claim for lien shall be filed within 6 months from the date of the levy, shall be filed in the office of the clerk of circuit court of Columbia County and shall reference the names of the persons against whom the assessment is levied, the legal description of the property, a statement of the amount claimed, a reference to the resolution authorizing the levy and the name of the claimant.

H. Lien Priority, Lien Enforcement

i) **Priority of Annual, Special or Administrative Assessments.**
All sums assessed by the Association but unpaid, plus costs, expenses and attorneys' fees for collection, constitute a lien on the property prior to all other liens except:

- (a) Liens of real property taxes and special assessments made by the Village of Fall River;
- (b) All sums unpaid on a first mortgage recorded prior to the making of the assessment;

ii) **Enforcement of Lien; Attorneys' Fees; Joint and Several.** A lien under this section may be enforced and foreclosed by the Association or any other person specified in the bylaws, in the same manner, and subject to the same requirements, as a foreclosure of mortgages on real property in this state. The Association may recover its costs and actual attorneys' fees incurred in collecting any overdue assessments. All co-owners of a property shall be jointly and severally liable for any assessments levied. All co-owners of a property shall be personally liable for any assessments levied.

iii) **Transfer of Property.** An owner's personal obligation for outstanding assessments shall survive conveyance of the Owner's property. Any liens assessed by the Association against the Property shall survive the transfer of title as a lien against the property and shall remain a lien against the property of the Successor Owner. If the Successor Owner is a lender who obtained the property through foreclosure or a deed in lieu of foreclosure, the provisions of Section 11. C. shall apply. Successor Owners, by taking title to the property, acknowledge and consent to becoming obligated by existing liens for outstanding assessments.

5. DESIGN STANDARDS

A. Design Standards - Appendix B

The design standards with which all property owners in Hometown Village must conform are set forth in Appendix B which is attached hereto and incorporated herein by reference. The requirements for compliance and the procedures for enforcement are set forth in this Section and in Appendix B.

B. Compliance Required

Prior to commencement of any construction of improvements or alterations, including landscaping, the owner of the property to be improved or altered shall submit complete plans to the Covenant

Committee for approval and must obtain approval in writing before commencement of any work. The request for approval shall be processed as provided in Section 3. above.

C. Maintenance

During construction of the improvements or alterations, including landscaping, approved by the Covenant Committee, the property owner, its agents or assigns shall maintain the property in a clean condition, free of debris and waste material. Construction materials, including excess dirt or fill, excess concrete, or any other material, shall not be placed or stored on any other property unless prior written permission from the property owner is obtained. Notwithstanding the above, under no circumstance can the property owner, its agents or assigns, place or store construction debris and waste on another property owner's lot or any public property with or without permission. At all times after completion of improvements or alterations, including landscaping, approved by the Covenant Committee, the property owners shall maintain the improvements and landscaping in the manner originally approved. Any changes to the property which are subject to the design standards and which vary from the approval previously obtained from the Covenant Committee, shall be again submitted to the Covenant Committee for approval prior to commencement of any work.

D. Enforcement

Enforcement of the design standards shall be subject to the same enforcement procedures as provided in Section 13.C. of this document. In addition, each property owner who is purchasing or owns property in Hometown Village agrees and consents to the Village of Fall River withholding the issuance of a building permit and/or occupancy permit and/or issuing a stop work order if the proposed or ongoing improvements or alterations to the property are not in compliance with the design standards and the Covenant Committee or Association Board requests the Village to take such action. The Covenant Committee shall provide written certification to the owner that Covenant Committee approval has been obtained in a form acceptable to the Village of Fall River.

6. EASEMENTS

Subject to the general provisions for easements stated below, the following easements are granted:

A. Village of Fall River, Law Enforcement and Emergency Services

To the Village of Fall River, all Law Enforcement agencies with jurisdiction and public and private providers of emergency services, easements over and upon all property owned by the association and upon all publicly owned privately maintained outlots designated on the plat of Hometown Village, including alleys, for all official purposes.

B. Public Utilities

To public utilities, an easement upon and under all utility easements designated on the plat of Hometown Village for the purpose of installing and maintaining public utilities. No easement is granted by this document for any overhead utilities. If under Section 7.0 the Covenant Committee and the utility jointly determine that the requirements and need for overhead utilities are met a separate recordable specific easement shall be given to the utility by the Board

C. Association and Covenant Committee

To the Association and Covenant Committee, an easement over all property in Hometown Village for the purpose of carrying out their official responsibilities as set forth in this document and the bylaws and rules and regulations duly adopted by the Covenant Committee or Association.

D. Shared Access

To all owners of twin homes, Hometown Condos/Rental Apts., Park Edge Condos and Village View Condos or other commercial or residential property which shares a driveway, sidewalk or other access point with an adjoining property, an easement for ingress and egress over such shared driveway, sidewalk or other access point. No parties sharing a driveway, sidewalk or other access point may obstruct, park on, place improvements other than grass or paving on or use such shared driveway, walkway or other access point for any purpose other than ingress or egress without the consent of all other users, which consent may be revoked at any time without notice. The cost of maintenance and replacement of such shared driveway, sidewalk or other access point shall be shared by all users in proportion to the number of square feet of the unit (residential or commercial) owned by each user.

E. Drainage

For the benefit of all property owners in Hometown Village, The Property Owners Association will maintain all drainage and water detention

easements as shown on the Plat of Hometown Village. These easements may be landscaped, including potentially gardens as permitted by the Property Owner Association and the Covenant Committee. Neither the Property Owners Association nor the Village of Fall River shall have any liability for injury or damage caused by water located on or flowing over these areas.

F. Persons Who May Use Easements

All easements granted herein may be used by the grantee and authorized employees, contractors, agents, guests and invitees of the grantee.

G. Restrictions and Conditions of Use

No person may obstruct, park on or place improvements on the easement area of any utility or access easement with the exception of pavement and grass, as applicable. Any obstructions or improvements placed on utility or access easements may be removed by any party who has the right to use the easement without liability to the owner of the property on which the easement is located or the owner of the obstruction or improvement. Any person causing damage to any property on or under which any of the easements described herein are located, shall repair the damage and restore the property to the condition that it was in prior to their exercise of their right to use the easement. For utility and access easements this obligation shall be limited to restoring grass and pavement. For all other easements this obligation shall include, but not be limited to, the obligation to restore pavement, grass, landscaping and the repair or replacement of any improvements, unless those improvements were prohibited in the easement area. For example, the owner of a home who damages a shrub on the adjoining property while working on maintenance of the owned property would be obligated to replace the shrub. On the other hand, if a utility were to damage or remove a shrub, which was planted in the utility easement, it would not be responsible for replacing that shrub.

H. Disputes

The Covenant Committee shall resolve any disputes between or among the users of easements granted herein and property owners including disputes about use of the easements and the need or method of maintenance or improvement of the easement, and the decision of the Covenant Committee shall be final and binding on all parties.

Bicycle Path

For the benefit of all property owners in Hometown Village, the Home Owner Association will maintain all bicycle paths in outlots including snow plowing.

7. GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS

The following covenants, conditions and restrictions apply to all property in Hometown Village:

A. Trade Restrictions

No noxious or offensive trade or activity shall be carried on upon any property in Hometown Village, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the community. No home occupation that will cause truck traffic shall be permitted in any residential property. No signs may be displayed on any residential property for any home occupation or advertising any product or service except temporary signs advertising the sale of the property on which the sign is located. Political signs may be placed but must be removed within 24 hours after the election to which they relate.

B. Accessory Buildings

No trailer, mobile home, motor home, vehicle of any kind, basement, tent, shack, garage, or outbuilding, or any part thereof, shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be used as a dwelling. No outbuilding or accessory building of any nature shall be erected on any lot or outlot in Hometown Village without the prior written approval of the Covenant Committee. Any use of a garage or other accessory building for any purpose other than storage must be approved by the Covenant Committee.

C. Vehicles

Parking of service vehicles or commercial vehicles including trucks, semi trailers or tractors owned or operated by residents is prohibited unless they are kept in garages. Storage of boats, travel trailers, mobile homes, motor homes, campers, motorcycles, bicycles and other recreational vehicles are prohibited unless kept inside garages. Parking of service vehicles or commercial vehicles, trucks, semi trailers or tractors while the

owner or operator is providing service or delivering or picking up cargo is permitted but not for more than 24 hours. No vehicle may be used for on site storage on either residential or commercial property.

D. Previously Erected Structures

No building previously erected elsewhere shall be moved onto any lot in Hometown Village, excepting new component pre-fabricated construction which has been approved by the Covenant Committee.

E. Animals

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any property in Hometown Village, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and provided that there are not more than two (2) of any type of animal, and not more than three (3) animals total. Rottweilers and Pit Bulls are not allowed to be kept on any property in Hometown Village. No animal enclosure, house, pen or fences or similar device shall be placed upon any lot or outlot without the approval of the Covenant Committee which may require special landscaping and screening. All animals in condominium units must be kept within the unit and are subject to such additional restrictions as may be contained in the condominium declaration, by-laws, rules and regulations.

F. Fencing and Hedges

No fence, wall, hedge or series of shrub plantings shall be placed or permitted in any yard of any lot or outlot in the Subdivision, without the express written approval of the Covenant Committee. Fencing for private swimming pools and decks is permitted with approval of the Covenant Committee, which may require the installation and maintenance of landscape materials for screening. See Design Standards in Appendix B.

G. Exterior Towers, Antennae and Dishes

No wind powered electric generators, exterior television or radio antennas or dishes shall be placed or maintained upon any portion of any property or attached to any building without prior written approval of the Covenant Committee. Satellite dishes permitted by the Covenant Committee shall be installed in locations not visible from the street. Visibility from the street shall be determined by viewing the property from the points where the side lot lines intersect the sidewalk, if any, or street. In the event that there are no suitable locations for installation of satellite dishes that meets these

requirements, the Covenant Committee may approve an alternate installation location.

H. Firewood Screening

No firewood or woodpile shall be kept outside of a structure unless it is neatly stacked, placed in a non-street side or back yard and screened from view by plantings or a fence approved by the Covenant Committee.

I. Solar Collectors

No solar collector or apparatus may be installed on any property unless such installation is first approved in writing by the Covenant Committee, which shall consider the aesthetic and sun reflection effects on neighboring structures. Solar collectors or apparatus installed flat against the roof shall be preferred but may still be prohibited in the discretion of the Covenant Committee.

J. Exterior Lighting

Exterior lighting installed on any property shall either be indirect or of such controlled focus and intensity that such lighting will not disturb the residents of adjacent properties. Property owners, whose property is adjacent to an alley, shall install an exterior light, of a make, model or style approved by the Covenant Committee, located on the garage wall closest to the alley. The exterior alley light shall be illuminated, via a photoelectric cell or timer, from dusk until dawn. Property owners shall keep exterior lighting in good working order.

K. Pools, Hot Tubs and Spas

Above ground swimming pools are prohibited in Hometown Village. Exterior hot tubs and spas shall not be visible from the street. Visibility from the street shall be determined by viewing the property from the points where the side lot lines intersect the sidewalk, if any, or street. Exterior hot tubs and spas shall be placed in the rear yard and shall not be placed such that any part of the hot tub or spa extends beyond the sides of the dwelling units.

L. Signs

No signs of any type shall be displayed to public view on any property without the prior written consent of the Covenant Committee except lawn signs of not more than eight (8) square feet in size advertising that property for sale or for rent. The Developer is exempt from this provision

until 85% of all lots have been sold. Signs on residential properties will rarely be approved. Signs on commercial properties must meet Village of Fall River requirements and the requirements of this document, including the architectural standards in Appendix B to be approved but commercial signs meeting all requirements will be approved. Political signs may be placed on privately owned property (not on Public Property or property owned by the association) but must be removed within 24 hours after the election to which they relate.

M. Mailboxes

Mailboxes, newspaper boxes and similar receptacles must be approved by the Covenant Committee and shall be installed in compliance with Federal and municipal law.

N. Insurance

All property owners shall be required to maintain "all risk" property insurance in an amount not less than the estimated fair market value of all improvements as calculated from the property owner's most recent tax bill. The calculation of the estimated fair market value of the improvements shall be determined by multiplying the total estimated fair market value times the ratio determined by dividing the assessed value of the improvements by the total assessed value. In addition to the required "all risk" property insurance, the property owner shall be required to obtain liability insurance coverage in an amount not less than \$300,000.00. All property owners shall provide written evidence of the above required insurance to the Hometown Village Property Owners Association, Ltd. within 15 days of its written request.

O. Utility Installation

All utility lines (excluding electric lines of 15,000 volts or more) installed within Hometown Village shall be underground, unless the Covenant Committee and utility companies involved jointly determine that:

- (A) The placing of such facilities underground would not be compatible with the planned development;
- (B) Location, topography, soil, stands of trees or other physical conditions would make underground installation unreasonable or impracticable; or
- (C) The lots to be served by said facilities can be served directly from existing overhead facilities.

Associated equipment and facilities which are appurtenant to underground electric and communications systems, such as, but not limited to, substations, pad-mounted transformers, pad-mounted sectionalizing switches and above-grade pedestal-mounted boxes may be located above ground. Temporary overhead facilities may be installed to serve a construction site or where necessary because of severe weather conditions. In the latter case, within a reasonable time after weather conditions have moderated, such temporary facilities shall be replaced by underground facilities and the temporary facilities removed, subject to any exceptions permitted under subparagraphs (A), (B) and (C) above. Utility easements shown on the plat shall be graded to within six (6) inches of final grade by Developer, prior to installation of underground utilities, piles or mounds of dirt or construction material shall not be stored on such easement areas. After utilities have been installed, final grade shall not be altered by more than six (6) inches except with written consent of the utility or utilities involved. Utility approval may be necessary under this section even though the Covenant Committee has approved the owner's plans.

8. RIGHT TO REPURCHASE

The developer shall have the right to repurchase any property which is purchased in Hometown Village but on which no improvements have been commenced within one (1) year or substantial completion of improvements have not been completed within two (2) years from the date on which the then current owners obtained title. The purchase price shall be equal to the purchase price paid by the then current title holder or the equalized assessed value of the land, whichever is less, plus 85% of the appraised value of any improvements completed in "as is" condition. The developer shall give notice to the then current owner in writing by certified mail, return receipt requested, of the developer's intention to repurchase the property. The notice shall further state a date, time and location for the closing at which time the then current land owner will deliver a warranty deed conveying title free and clear of all liens to the developer and the developer shall pay the purchase price to the then current land owner. The purchase price shall be paid in cash at closing after deductions for title insurance, unpaid and accrued taxes, any other liens or charges impairing the delivery of clear title and payment of developer's expenses and legal fees related to the repurchase, including, but not limited to, the cost of appraisals and estimates of costs to complete construction.

9. LIABILITY

A. No Liability

Neither the Association, its members, directors, officers, committees, members of its committees, the Covenant Committee, members of the Covenant Committee, the Developer nor any of their designated representatives, shall have any liability to any property owner, prospective property owner or any other person for any action taken or failure to act in furtherance of their obligations under this document or under any other document delegating authority or responsibility to such persons, including, but not limited to, approval or denial of any plan, any enforcement action taken to enforce this document, the bylaws of the Association or any rules or regulations adopted by the Association. This limitation on liability shall extend to property damage and personal injury resulting from any improvements made in Hometown Village, whether approved or not.

B. Insurance

The Association shall purchase and maintain insurance covering the Association, its members, directors, officers, employees, agents, the Covenant Committee and the members of the Covenant Committee from liability arising out of ownership or use of property owned by the association, actions or inactions of any persons so insured taken or not taken in any capacity on behalf of or related to the Association. The Coverage to be purchased may include directors and officers coverage in the discretion of the Board and equivalent insurance for the Covenant Committee. The extent and limits of coverage shall be in the discretion of the Board.

10. LENDERS

A. Association Notices to Mortgagees

The holder, insurer or guarantor of any recorded first mortgage or land contract upon a property in Hometown Village ("Mortgagee"), upon the submission of a request to the Association in writing delivered to the Registered Agent, shall be entitled to receive written notice from the Association as to any default or delinquency in the payment of any annual, special or administrative assessments by the individual property owner who is the Mortgagee's mortgagor, which result or delinquency is not cured within thirty (30) days after written notice of said default or delinquency by the Association to the said mortgagor.

B. Mortgagee Request to Receive Notification

To be entitled to receive notification as provided for herein, the Mortgagee must send a written request to the Registered Agent of the Association, stating its name, address and the legal description and address of the property on which it has a mortgage, insurance policy or guaranty and provide a copy of the mortgage or other instrument under which such claim is made.

C. Mortgagee Liability for Unpaid Dues

This sub-section is applicable only if, at the time of granting the mortgage, the Mortgagee is required to meet eligibility requirements issued by either FNMA or FHLMC. Mortgagee cannot be held liable for more than six (6) months of a property owner's unpaid dues in the event of a foreclosure or a deed-in-lieu of foreclosure. The amount of unpaid dues in excess of the six (6) months must be absorbed by the rest of the property owners. Notwithstanding any limitation on Mortgagee's liability for dues set forth herein, all Mortgagees shall be liable for all dues and assessments incurred during their actual ownership of any property.

11. TERM

This document shall be effective for a period of twenty (20) years and shall thereafter automatically renew for additional periods of ten (10) years unless terminated by a written document specifically terminating the effect of this document and signed by members holding 80% or more of the total votes permitted to be cast by members of the Association at the previous annual meeting. All signatures on the termination document must be notarized, the document must contain a certificate by the Association that the necessary number of votes were obtained at a properly noticed meeting and the document shall be recorded at the Office of the Register of Deeds for Columbia County, Wisconsin at which time this document shall terminate and cease to be effective. If the Association fails or refuses to certify the document any owner of property in Hometown Village may bring an action in the Circuit Court for Columbia County to have the document declared effective to terminate this document.

12. CHANGES

A. Developer

The Developer retains the right to amend this document and other rights as provided in Section 14. below.

B. Association

The Association may amend this document only as permitted by and subject to the limitations provided herein:

- i) The Board may not amend this document.
- ii) Any amendment to this document by the Association must be by an affirmative vote at a meeting and meet the following requirements:
 - a) All members must have been mailed (or e-mailed if elected by that member) notice of the meeting at least 15 days prior to the meeting; and
 - b) The amendment must pass by a vote of at least two-thirds of all votes represented at the meeting at which the amendment is considered; and
 - c) The amendment must pass by a vote of at least two-thirds of all votes represented at the meeting at which the amendment is considered that are assigned to commercial property; and
 - d) The amendment must pass by a vote of at least two-thirds of all votes represented at the meeting at which the amendment is considered that are assigned to residential property containing four or less units per building; and
 - e) The amendment must pass by a vote of at least two-thirds of all members represented at the meeting at which the amendment is considered that are assigned to residential property containing more than four units per building; and
 - f) During the period of Developer control provided for in Section 15. below the amendment must be approved by the Developer in writing on the amendment document to be recorded.
 - g) At least two-thirds of all members must be represented at the meeting referred to above either in person or by proxy or the proposed amendment must be executed in writing before recording by at least two-thirds of the members and contain a certificate of the Secretary of the Association stating that requirement has been met.

C. Recording

Any amendment to this document meeting the requirements to be effective shall only be effective when put in recordable form, certified as to its adoption and accuracy by two officers of the Association, containing the approval of the Developer, if necessary, and recorded in the office of the Register of Deeds for Columbia County, Wisconsin.

D. Village of Fall River Protected

The Village of Fall River is a third party beneficiary of this Declaration of Covenants, Conditions, Restrictions and Easements. This document may not be amended in any material respect which would adversely affect the interests of the Village of Fall River without the written consent of the Village.

13. DECLARATION AND MISCELLANEOUS

A. Owner and Developer

HICKORY GROVE IV, LLC, herein referred to as the "Developer", is the owner of substantially all property which is or will become the Plat of Hometown Village, a plat located in Fall River, Wisconsin recorded or to be recorded in the Columbia County, Wisconsin Registry, and desires to control the purposes for which the land in said plat is used, as well as obligating the successor owners of said land to be bound by certain covenants, conditions, restrictions, and easements for the benefit of each owner of any part thereof and of the association of property owners. Others may also execute this Declaration as record title holders, lien holders or in other capacities to assure the effectiveness and enforceability of the Declaration and each person agrees to Hickory Grove IV, LLC acting as Developer under this document..

B. Declaration

The Developer, together with others executing this Declaration, hereby declare and provide that all of the property in the Plat of Hometown Village, other than land dedicated to the public, is subject to these covenants, conditions, restrictions, and easements. This Declaration shall run with the lands included in Hometown Village and shall be binding upon all owners of property covered by this document for the term stated in Section 12. above including renewals. This document shall also apply to dedicated lands to the extent of the improvement and maintenance

obligations contained herein.

C. Enforcement

If any person or his, her, their or its heirs, successors, or assigns shall violate or attempt to violate any provision of this Declaration or any of the Bylaws or rules and regulations of the Association, the Association and any person or persons owning any property or properties in Hometown Village shall have standing to bring proceedings at law or equity against the person or persons violating or attempting to violate any such provision and the prevailing parties shall be entitled to injunctive relief to prevent or correct violations, damages and shall be awarded reasonable attorneys fees and costs.

D. Invalidation

The invalidation of any provision of this Declaration by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

14. DEVELOPER CONTROL

Notwithstanding anything contained herein or in any other document to the contrary, the Developer shall retain the right to amend this document until and including the earlier of December 31, 2020 or the issuance of an occupancy permit for more than 85% (as a percentage of lots sold, regardless of size) of the privately owned property in Hometown Village. This right must be exercised subject to the GDP and PIP as may be amended and may not be exercised in a way that impairs the rights and interest of the Village of Fall River or that significantly impairs the rights of any property owner in Hometown Village. During this same time period the Developer reserves the right to appoint all members of the Board and all members of the Covenant Committee. Failure of the Developer to exercise these rights at any time or over a period of time shall not result in a waiver or forfeiture of these rights which the Developer may thereafter exercise at any time prior to the termination of those rights as provided herein.

15. EXECUTION

IN WITNESS WHEREOF, the undersigned have executed this document by Hickory Grove IV, LLC as owner and Developer and AnchorBank as Mortgagee on the date stated below.

HICKORY GROVE IV, LLC

By: 
Herman Kraus J., Managing Member

State of Wisconsin)
) ss.
Dane County)

Personally came before me on January 9, 2006 the above-named Herman Kraus J. to me known to be the person who executed the foregoing instrument and acknowledged the same.

Melissa M. Haas
Notary Public, State of Wisconsin
My Commission expires 5/20/07

ANCHORBANK, FSB

By: Lori J. Crack
Lori J. Crack, Vice Pres
 (type or print name and title)

State of Wisconsin)
) ss.
Dane County)

Personally came before me on January 4, 2006 the above-named Lori Krack as Vice President of AnchorBank, fsb, to me known to be the person who executed the foregoing instrument and acknowledged the same.



 Amy Hamilton Duran
(type or print name)
Notary Public, State of Wisconsin 2/19/2006
My Commission expires

THIS INSTRUMENT DRAFTED BY: Attorney Francis J. Eustice
Eustice, Laffey, Sebranek & Auby, S.C.
The Cornerstone, Suite 202
100 Wilburn Road, P.O. Box 590
Sun Prairie, WI 53590-0590
(608) 837-7386

Revised 1/4/06

Parcel No.

11126 508.001 (Lot 1)
11126 508.002 (Lot 2)
11126 508.003 (Lot 3)
11126 508.004 (Lot 4)
11126 508.005 (Lot 5)
11126 508.006 (Lot 6)
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11126 508.008 (Lot 8)
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11126 508.087 (Lot 87)
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11126 508.OL2 (Outlot 2)
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11126 508.OL5 (Outlot 5)
11126 508.OL6 (Outlot 6)
11126 508.OL7 (Outlot 7)

Appendix A

LEGAL DESCRIPTION

A parcel of land located in part of the SW 1/4 of the NW 1/4 of Section 25 and the SE 1/4 of the NE 1/4 and part of the SW 1/4 of the NE 1/4 of Section 26, T11N, R12E, Village of Fall River, Columbia County, Wisconsin, described as follows:

Beginning at the East quarter corner of said Section 26; thence S88°43'19"W along the East-West quarter line of said Section 26, 2343.67 feet to the Southeast corner of lands described in a warranty deed, recorded as Document No. 638492 in the Columbia County Register of Deeds Office; thence N00°56'33"W along the East line of said warranty deed, 410.27 feet to the Northeast corner of said warranty deed; thence S88°22'38"W along the North line of said warranty deed, 299.73 feet to the intersection with the Easterly line of a deed described in Volume 266 of Deeds, Page 263, as Document No. 291413, recorded in the Columbia County Register of Deeds Office; thence N10°37'18"W along said Easterly line, 117.49 feet to the intersection with the Southeasterly right-of-way of County Trunk Highway "D" and the West line of said SW 1/4 of the NE 1/4 of Section 26; thence N00°57'03"W along said West line, 46.93 feet to the intersection with the centerline of said County Trunk Highway "D"; thence N43°44'07"E along said centerline of County Trunk Highway "D", 1077.72 feet to the intersection with the North line of said SW 1/4 of the NE 1/4 of Section 26; thence N88°51'12"E along the North line of the South one-half of said NE 1/4 of Section 26, 1893.19 feet to the Northeast corner of said SE 1/4 of the NE 1/4 of Section 26; thence N88°36'47"E along the North line of said SW 1/4 of the NW 1/4 of Section 25, 1197.22 feet to a point which lies S88°36'47"W, 38 feet more or less from the Northwest corner of a parcel described in a deed recorded as Document No. 621257 in the Columbia County Register of Deeds Office and said Northwest corner being the centerline of a drainage ditch and Northwest corner of a parcel described in a Plat of Survey dated March 7, 2000, prepared by Uttech Land Surveying, said point being the beginning of a meander line; thence S36°20'33"W along said meander line, 1472.56 feet; thence S43°46'20"W along said meander line, 232.91 feet to a point which lies S88°37'28"W, 43 feet more or less from the extension of the centerline of the drainage ditch and the Southwest corner of a parcel described in said deed as Document No. 621257 and to the intersection of the South line of said SW 1/4 of the NW 1/4 of Section 25, said point being the end of this meander line; thence S88°37'28"W along said South line, 129.12 feet to said East Quarter corner and the point of beginning. The above-described parcel contains 4,072,267 square feet or 93.49 acres more or less. And intending to include all lands lying between said meander line herein described and the centerline of the drainage ditch between the easterly extensions of the northerly and southerly lines thereof. Subject to Lienke Road right-of-way along the southerly side thereof and to C.T.H. "D" right-of-way along the westerly side thereof. Also subject to all recorded and un-recorded easements.

Appendix B

The following pages contain the Architectural Standards and Review Process applicable to all construction in Hometown Village.

ARCHITECTURAL STANDARDS

Greenway Homes

General Characteristics

The Greenway Homes will be situated so that the rear elevation provides for full or partial exposure and will face a greenway conservancy. The greenway will also have a pedestrian path that will be built nonlinearly near the rear of out lot 2. Homes shall have minimum front yard setback of 25 feet. Front porches, with a minimum depth of 6 feet, may extend into the required front yard. Garages may be located in the front building set back area. Balconies, stoops, open porches, roof eaves, bay windows, and raised dooryards shall be permitted within the encroachment area. Three parking spaces shall be provided including the garage and in front of garage. All garages shall load from the adjacent street. Garages shall be attached. Corner lots shall use the minimum side building setback requirement along the side street. Refer to the GDP for more detailed information.

Roof Characteristics

1. Roof characteristics should match the architectural style of the house.

Roofing Material

1. Slate, tile, standing seam metal roofs, copper, dimensional asphalt and fiberglass shingles are all acceptable materials. When a flat roof system is used, EPDM or equal can be used. A parapet will surround flat roofs.
2. Soffits and fascia will primarily be vinyl or aluminum. Wood or concrete based material will also be considered appropriate materials.

Dormers

1. A dormer width shall be at least wide enough to accommodate one 24"- wide window.
2. Eyebrow dormers are not permitted.

Eaves

1. Overhanging eave depth shall be no more than 24", except in the case of eaves overhanging gable ends, which must protrude at least 12".
2. Gutters shall be built of seamless aluminum, copper or painted metal.
3. Soffits and fascia will primarily be vinyl or aluminum. Wood or concrete based material will also be considered appropriate material.

Foundations

1. The area below the datum line (first finished floor level above grade) visually and structurally connects the building with the ground. It may appear as a platform or terrace upon which the house stands or as a built extension of the ground integrated with the house above.
2. On sloping ground, siding shall remain at least 1-0" above grade, and the upper edge of the datum line shall remain level, stepping down the slope in increments of 4' or less.

3. The area below the datum line shall be brick, cut stone, decorative concrete or synthetic stucco.

Datum Line to Roof

1. Windows shall not exceed 50% of the wall area, measured on each elevation.
2. Windows shall be placed such that a) single windows are no closer to another window than the width of the window and; b) a window is no closer to a corner than the width of a single window. This restriction shall not apply to dormers.

Exterior Walls and Facades

1. Building materials shall be wood, vinyl siding or concrete based materials, such as brick, stone, EIFS, fiber cement or clapboard siding. Wood siding shall be painted or stained and all exterior finishes will be within the approved color palette of Hometown Village. No diagonals (sloping lines) other than roof slopes shall be visible on any facade.

Openings

1. Windows shall be made of a) wood that is painted or stained b) vinyl or c) wood that is clad in vinyl or metal.
2. Trim or shutters around windows is encouraged. Examples of acceptable trim include decorative border surrounding windows, shutters, and the use of pediment and sill. Trim using accent colors is strongly recommended. The Hometown Village Covenant Committee will review these details.
3. The balanced placement of windows from level to level is encouraged.
4. Glass shall be clear and free of color. Stained glass, art glass, and frosted glass may be permitted but is subject to review by the Hometown Village Covenant Committee.
5. Each operable window shall be square or vertical in proportion.
6. Window muntins shall be or appear to be true divided lights. Window muntins sealed in glass are acceptable. No snap-in grids are permitted.
7. Buildings with wood exteriors shall have all openings trimmed in wood bands of minimum 4" nominal width.
8. Bay window projections shall extend to the datum line. Cantilevered bays are only acceptable if approved by the Hometown Village Covenant Committee.
9. Bay window projections shall be wide enough to accommodate a minimum of two (2) windows.
10. Doors of the sliding variety may be used in backyard or side locations.
11. Exterior doors to be of wood, fiberglass, or steel.
12. The Hometown Village Covenant Committee must approve storm doors.
13. Garage doors shall be built of wood, steel or fiberglass. Whenever these are not present, it is encouraged that garage doors do not face the street.

Porches

1. Front porch is encouraged. The porch must be at least 20% of the front facade or at least 6' wide whichever is greater.
2. Front porches are intended to be open to allow for interaction with the street. Screens and glazing are not permitted.
3. Porch railings are encouraged to be open. It is encouraged that balusters be turned or decorative in style.
4. Front stoops shall be made of brick, concrete, or stone. Wood may be used only when constructed to form an apparently solid mass. Treated lumber will not be acceptable as primary building material for porch.

5. Main entry doors are to be either within the porch or recessed back from the primary facade of the house.
6. Porch supports shall be stone, masonry, or concrete or wood piers, aluminum or structural vinyl.
7. The balustrade and the space below porches shall be closed and integrated into the building design, interrupted as necessary for drainage.
8. Column spacing shall be typically vertical in proportion.
9. Porch ceilings shall be built of wood, vinyl, waterproof drywall, or aluminum. Plywood or oxboard products are not acceptable.
10. A walkway from porch to public sidewalk is required.
11. Houses located on corners of two streets are encouraged to have wrap-around porches with a minimum of 8' on each elevation.

Decks and Breezeways

Decks or breezeway may be located only in rear yards. Breezeway must be of same material as home.

Yards

1. The Hometown Village Covenant Committee must approve fence design and location.
2. Fences and gates must be made of solid vinyl, vinyl clad, wood, or metal but not split rail.
3. Garden walls and retaining walls visible from nearby streets or public spaces shall match the datum line, and shall be built of brick, stone, stucco, or poured-in-place concrete with a surface texture approved by the Hometown Village Covenant Committee. Garden walls should appear as an extension of the building and are encouraged to be of the same building material as the structure. Gates in garden walls shall be made of wood, vinyl clad, or painted metal.
4. Hedges may replace walls and fences subject to the approval of the Hometown Village Covenant Committee.
5. Driveways shall be of asphalt, concrete, or built of brick or concrete pavers. It is encouraged that driveways and curb cuts are shared whenever possible.

Garages, Outbuildings, and Storage Sheds

1. Garages shall be constructed in similar style and with same materials as house.
2. Single car garage are highly encouraged. However, a 16' maximum door is acceptable.
3. Auxiliary storage areas must be attached to garage and constructed in like manner and materials.
4. Freestanding outbuildings or storage sheds are prohibited.

Chimneys

1. Chimneys shall be constructed of vinyl, stone, brick, stucco, or wood or concrete based material.
2. Prefabricated metal flues shall be concealed within a chimney. Chimney caps may extend no more than 16" above the chimney top.
3. It is strongly encouraged that chimneys emerge from the highest roof volume.

Estate Homes

General Characteristics

Estate Home lots will be built upon with some of the largest residential homes in the development. The Estate Homes offer the opportunity for larger private yards. Homes will have minimum front yard setbacks of 25 feet from the right-of-way. Front porches, with a minimum depth of 6 feet, will be recommended and may extend into the required front yard. Garages may be at a minimum setback of 20' from the right-of-way. Garage access will be restricted to the side of home with no garage overhead door facing the street. Balconies, stoops, open porches, roof eaves, bay windows, and raised dooryards shall be permitted within the encroachment area. Three parking spaces shall be provided including the garage and space in front of garage door. Garages shall be attached. Garage doors shall not face the adjacent street. Corner lots shall use the minimum side building setback requirement along the side street. Refer to the GDP for more detailed information.

Roof Characteristics

1. Roof characteristics should match the architectural style of the house.

Roofing Material

1. Slate, tile, standing seam metal roofs, copper, dimensional asphalt and fiberglass shingles are all acceptable materials. When a flat roof system is used, EPDM or equal can be used. A parapet will surround flat roofs.
2. Soffits and fascia will primarily be vinyl or aluminum. Wood or concrete based material will also be considered appropriate materials.

Dormers

1. A dormer width shall be at least wide enough to accommodate one 24"- wide window.
2. Eyebrow dormers are not permitted.

Eaves

1. Overhanging eave depth shall be no more than 24", except in the case of eaves overhanging gable ends, which must protrude at least 12".
2. Gutters shall be built of seamless aluminum, copper or painted metal.
3. Soffits and fascia will primarily be vinyl or aluminum. Wood or concrete based material will also be considered appropriate material.

Foundations

1. The area below the datum line (first finished floor level above grade) visually and structurally connects the building with the ground. It may appear as a platform or terrace upon which the house stands or as a built extension of the ground integrated with the house above.
2. On sloping ground, siding shall remain at least 1-0" above grade, and the upper edge of the datum line shall remain level, stepping down the slope in increments of 4' or less.
3. The area below the datum line shall be brick, cut stone, decorative concrete or synthetic stucco.

Datum Line to Roof

1. Windows shall not exceed 50% of the wall area, measured on each elevation.
2. Windows shall be placed such that a) single windows are no closer to another window than the width of the window and; b) a window is no closer to a corner than the width of a single window. This restriction shall not apply to dormers.

Exterior Walls and Facades

1. Building materials shall be wood, vinyl siding or concrete based materials, such as brick, stone, EIFS, fiber cement or clapboard siding. Wood siding shall be painted or stained and all exterior finishes will be within the approved color palette of Hometown Village. No diagonals (sloping lines) other than roof slopes shall be visible on any facade.

Openings

1. Windows shall be made of a) wood that is painted or stained b) vinyl or c) wood that is clad in vinyl or metal.
2. Trim around windows is encouraged. Examples of acceptable trim include decorative border surrounding windows, shutters, and the use of pediment and sill. Trim using accent colors is strongly recommended. The Hometown Village Covenant Committee will review these details.
3. The balanced placement of windows from level to level is encouraged.
4. Glass shall be clear and free of color. Stained glass, art glass, and frosted glass may be permitted but is subject to review by the Hometown Village Covenant Committee.
5. Each operable window shall be square or vertical in proportion.
6. Window muntins shall be or appear to be true divided lights. Window muntins sealed in glass are acceptable. No snap-in grids are permitted.
7. Buildings with wood exteriors shall have all openings trimmed in wood bands of minimum 4" nominal width.
8. Bay window projections shall extend to the datum line. Cantilevered bays are only acceptable if approved by the Hometown Village Covenant Committee.
9. Bay window projections shall be wide enough to accommodate a minimum of two (2) windows.
10. Doors of the sliding variety may be used in backyard or side locations.
11. Exterior doors to be of wood, fiberglass, or steel.
12. The Hometown Village Covenant Committee must approve storm doors.
13. Garage doors shall be built of wood, steel or fiberglass. Garage doors shall not face the adjacent street. Garage door width no greater than 16'.

Porches

1. Front porches are recommended. The porch must be at least 6' wide in depth.
2. Front porches are intended to be open to allow for interaction with the street. Screens and glazing are not permitted.
3. Porch railings are encouraged to be open. It is encouraged that balusters be turned or decorative in style.
4. Front stoops shall be made of brick, concrete, or stone. Wood may be used only when constructed to form an apparently solid mass. Treated lumber will not be acceptable as primary building material for porch.
5. Main entry doors are to be either within the porch or recessed back from the primary facade of the house.
6. Porch supports shall be stone, masonry, or concrete or wood piers, aluminum or structural vinyl.

7. The balustrade and the space below porches shall be closed and integrated into the building design, interrupted as necessary for drainage.
8. Column spacing shall be typically vertical in proportion.
9. Porch ceilings shall be built of wood, vinyl, waterproof drywall, or aluminum. Plywood or oxboard products are not acceptable.
10. A walkway from porch to public sidewalk is required.
11. Houses located on corners of two streets are encouraged to have wrap-around porches with a minimum of 8' on each elevation.

Decks and Breezeways

Decks or breezeway may be located only in rear yards. Breezeway must be of same material as home.

Yards

1. The Hometown Village Covenant Committee must approve fence design and location.
2. Fences and gates must be made of solid vinyl, vinyl clad, wood, or metal but not split rail.
3. Garden walls and retaining walls visible from nearby streets or public spaces shall match the datum line, and shall be built of brick, stone, stucco, or poured-in-place concrete with a surface texture approved by the Hometown Village Covenant Committee. Garden walls should appear as an extension of the building and are encouraged to be of the same building material as the structure. Gates in garden walls shall be made of wood, vinyl clad, or painted metal.
4. Hedges may replace walls and fences subject to the approval of the Hometown Village Covenant Committee.
5. Driveways shall be of asphalt, concrete, or built of brick or concrete pavers. It is encouraged that driveways and curb cuts are shared whenever possible.

Garages, Outbuildings, and Storage Sheds

1. Garages shall be constructed in similar style and with same materials as house.
2. Single car garage are highly encouraged. However, a 16' maximum door is acceptable.
3. Auxiliary storage areas must be attached to garage and constructed in like manner and materials.
4. Freestanding outbuildings or storage sheds are prohibited.

Chimneys

1. Chimneys shall be constructed of vinyl, stone, brick, stucco, or wood or concrete based material.
2. Prefabricated metal flues shall be concealed within a chimney. Chimney caps may extend no more than 16" above the chimney top.
3. It is strongly encouraged that chimneys emerge from the highest roof volume.

Garden Homes

General Characteristics

Garden Homes are located behind the twin homes off of Lienke Road and are meant for moderate-income Buyers. Garage will be attached or detached with a breezeway and set back to allow approximately a 20' area for extra parking. Homes will have front yard setbacks of 20 feet minimum from the right-of-way to establish a strong street presence. Front porches, with a minimum depth of 6 feet, will be recommended and may extend into the front yard. Varied front building setbacks are encouraged to develop a more interesting streetscape. Garage will be set 20' to 25' from the front façade of the home. Balconies, stoops, open porches, roof eaves, bay windows, and raised dooryards shall be permitted within the encroachment area. Three parking spaces shall be provided including the garage and in front of garage. All garages shall load from the adjacent street. Garages shall be attached. Corner lots shall use the minimum side building setback requirement along the side street. Refer to the GDP for more detailed information.

Roof Characteristics

1. Roof characteristics should match the architectural style of the house

Roofing Material

1. Slate, tile, standing seam metal roofs, copper, dimensional asphalt and fiberglass shingles are all acceptable materials. When a flat roof system is used, EPDM or equal can be used. A parapet will surround flat roofs.
2. Soffits and fascia will primarily be vinyl or aluminum. Wood or concrete based material will also be considered appropriate materials.

Dormers

1. A dormer width shall be at least wide enough to accommodate one 24" - wide window.
2. Eyebrow dormers are not permitted.

Eaves

1. Overhanging eave depth shall be no more than 24", except in the case of eaves overhanging gable ends, which must protrude at least 12".
2. Gutters shall be built of seamless aluminum, copper or painted metal.
3. Soffits and fascia will primarily be vinyl or aluminum. Wood or concrete based material will also be considered appropriate material.

Foundations

1. The area below the datum line (first finished floor level above grade) visually and structurally connects the building with the ground. It may appear as a platform or terrace upon which the house stands or as a built extension of the ground integrated with the house above.
2. On sloping ground, siding shall remain at least 1-0" above grade, and the upper edge of the datum line shall remain level, stepping down the slope in increments of 4' or less.
3. The area below the datum line shall be brick, cut stone, decorative concrete or synthetic stucco.

Datum Line to Roof

1. Windows shall not exceed 50% of the wall area, measured on each elevation.
2. Windows shall be placed such that a) single windows are no closer to another window than the width of the window and; b) a window is no closer to a corner than the width of a single window. This restriction shall not apply to dormers.

Exterior Walls and Facades

1. Building materials shall be wood, vinyl siding or concrete based materials, such as brick, stone, EIFS, fiber cement or clapboard siding. Wood siding shall be painted or stained and all exterior finishes will be within the approved color palette of Hometown Village. No diagonals (sloping lines) other than roof slopes shall be visible on any facade.

Openings

1. Windows shall be made of a) wood that is painted or stained b) vinyl or c) wood that is clad in vinyl or metal.
2. Trim or shutters around windows is encouraged. Examples of acceptable trim include decorative border surrounding windows, shutters, and the use of pediment and sill. Trim using accent colors is strongly recommended. The Hometown Village Covenant Committee will review these details.
3. The balanced placement of windows from level to level is encouraged.
4. Glass shall be clear and free of color. Stained glass, art glass, and frosted glass may be permitted but is subject to review by the Hometown Village Covenant Committee.
5. Each operable window shall be square or vertical in proportion.
6. Window muntins shall be or appear to be true divided lights. Window muntins sealed in glass are acceptable. No snap-in grids are permitted.
7. Buildings with wood exteriors shall have all openings trimmed in wood bands of minimum 4" nominal width.
8. Bay window projections shall extend to the datum line. Cantilevered bays are only acceptable if approved by the Hometown Village Covenant Committee.
9. Bay window projections shall be wide enough to accommodate a minimum of two (2) windows.
10. Doors of the sliding variety may be used in backyard or side locations.
11. Exterior doors to be of wood, fiberglass, or steel.
12. The Hometown Village Covenant Committee must approve storm doors.
13. Garage doors shall be built of wood, steel or fiberglass.

Porches

1. Front porches are encouraged. The porch must be at least 20% of the front facade or at least 6' wide whichever is greater.
2. Front porches are intended to be open to allow for interaction with the street. Screens and glazing are not permitted.
3. Porch railings are encouraged to be open. It is encouraged that balusters be turned or decorative in style.
4. Front stoops shall be made of brick, concrete, or stone. Wood may be used only when constructed to form an apparently solid mass. Treated lumber will not be acceptable as primary building material for porch.
5. Main entry doors are to be either within the porch or recessed back from the primary facade of the house.

6. Porch supports shall be stone, masonry, or concrete or wood piers, aluminum or structural vinyl.
7. The balustrade and the space below porches shall be closed and integrated into the building design, interrupted as necessary for drainage.
8. Column spacing shall be typically vertical in proportion.
9. Porch ceilings shall be built of wood, vinyl, waterproof drywall, or aluminum. Plywood or oxboard products are not acceptable.
10. A walkway from porch to public sidewalk is required.
11. Houses located on corners of two streets are encouraged to have wrap-around porches with a minimum of 8' on each elevation.

Decks and Breezeways

Decks or breezeway may be located only in rear yards. Breezeway must be of same material as homes.

Yards

1. The Hometown Village Covenant Committee must approve fence design and location.
2. Fences and gates must be made of solid vinyl, vinyl clad, wood, or metal but not split rail.
3. Garden walls and retaining walls visible from nearby streets or public spaces shall match the datum line, and shall be built of brick, stone, stucco, or poured-in-place concrete with a surface texture approved by the Hometown Village Covenant Committee. Garden walls should appear as an extension of the building and are encouraged to be of the same building material as the structure. Gates in garden walls shall be made of wood, vinyl clad, or painted metal.
4. Hedges may replace walls and fences subject to the approval of the Hometown Village Covenant Committee.
5. Driveways shall be of asphalt, concrete, or built of brick or concrete pavers. Garages shall load from adjacent street.

Garages, Outbuildings, and Storage Sheds

1. Garages shall be constructed in similar style and with same materials as house.
2. Single car garage are highly encouraged. However, a 16' maximum door is acceptable.
3. Auxiliary storage areas must be attached to garage and constructed in like manner and materials.
4. Freestanding outbuildings or storage sheds are prohibited.

Chimneys

1. Chimneys shall be constructed of vinyl, stone, brick, stucco, or wood or concrete based material.
2. Prefabricated metal flues shall be concealed within a chimney. Chimney caps may extend no more than 16" above the chimney top.
3. It is strongly encouraged that chimneys emerge from the highest roof volume.

Park View Homes

General Characteristics

Park View Homes will have minimum front yard setbacks of 25 feet from the right-of-way. Rear elevation of homes will face park area. Park View lots will have a minimum porch depth of 6'. Garages may be located within the minimum front yard set back. Balconies, stoops, open porches, roof eaves, bay windows, and raised dooryards shall be permitted within the encroachment area. Three parking spaces shall be provided including the garage and space in front of garage door. All garages shall load from the adjacent street. Garages shall be attached. Refer to Architectural and Landscape Regulations for more detailed information. Corner lots shall use the minimum side building setback requirement along the side street. Refer to GDP for more detailed information. Refer to the GDP for more detailed information.

Roof Characteristics

1. Roof characteristics should match the architectural style of the house.

Roofing Material

1. Slate, tile, standing seam metal roofs, copper, dimensional asphalt and fiberglass shingles are all acceptable materials. When a flat roof system is used, EPDM or equal can be used. A parapet will surround flat roofs.
2. Soffits and fascia will primarily be vinyl or aluminum. Wood or concrete based material will also be considered appropriate materials.

Dormers

1. A dormer width shall be at least wide enough to accommodate one 24"- wide window.
2. Eyebrow dormers are not permitted.

Eaves

1. Overhanging eave depth shall be no more than 24", except in the case of eaves overhanging gable ends, which must protrude at least 12".
2. Gutters shall be built of seamless aluminum, copper or painted metal.
3. Soffits and fascia will primarily be vinyl or aluminum. Wood or concrete based material will also be considered appropriate material.

Foundations

1. The area below the datum line (first finished floor level above grade) visually and structurally connects the building with the ground. It may appear as a platform or terrace upon which the house stands or as a built extension of the ground integrated with the house above.
2. On sloping ground, siding shall remain at least 1-0" above grade, and the upper edge of the datum line shall remain level, stepping down the slope in increments of 4' or less.
3. The area below the datum line shall be brick, cut stone, decorative concrete or synthetic stucco.

Datum Line to Roof

1. Windows shall not exceed 50% of the wall area, measured on each elevation.

2. Windows shall be placed such that a) single windows are no closer to another window than the width of the window and; b) a window is no closer to a corner than the width of a single window. This restriction shall not apply to dormers.

Exterior Walls and Facades

1. Building materials shall be wood, vinyl siding or concrete based materials, such as brick, stone, EIFS, fiber cement or clapboard siding. Wood siding shall be painted or stained and all exterior finishes will be within the approved color palette of Hometown Village. No diagonals (sloping lines) other than roof slopes shall be visible on any facade.

Openings

1. Windows shall be made of a) wood that is painted or stained b) vinyl or c) wood that is clad in vinyl or metal.
2. Trim or shutters around windows is encouraged. Examples of acceptable trim include decorative border surrounding windows, shutters, and the use of pediment and sill. Trim using accent colors is strongly recommended. The Hometown Village Covenant Committee will review these details.
3. The balanced placement of windows from level to level is encouraged.
4. Glass shall be clear and free of color. Stained glass, art glass, and frosted glass may be permitted but is subject to review by the Hometown Village Covenant Committee.
5. Each operable window shall be square or vertical in proportion.
6. Window muntins shall be or appear to be true divided lights. Window muntins sealed in glass are acceptable. No snap-in grids are permitted.
7. Buildings with wood exteriors shall have all openings trimmed in wood bands of minimum 4" nominal width.
8. Bay window projections shall extend to the datum line. Cantilevered bays are only acceptable if approved by the Hometown Village Covenant Committee.
9. Bay window projections shall be wide enough to accommodate a minimum of two (2) windows.
10. Doors of the sliding variety may be used in backyard or side locations.
11. Exterior doors to be of wood, fiberglass, or steel.
12. The Hometown Village Covenant Committee must approve storm doors.
13. Garage doors shall be built of wood, steel or fiberglass. Garages must be attached.

Porches

1. Front porches are encouraged. The porch must be at least 6' wide in depth.
2. Front porches are intended to be open to allow for interaction with the street. Screens and glazing are not permitted.
3. Porch railings are encouraged to be open. It is encouraged that balusters be turned or decorative in style.
4. Front stoops shall be made of brick, concrete, or stone. Wood may be used only when constructed to form an apparently solid mass. Treated lumber will not be acceptable as primary building material for porch.
5. Main entry doors are to be either within the porch or recessed back from the primary facade of the house.
6. Porch supports shall be stone, masonry, or concrete or wood piers, aluminum or structural vinyl.
7. The balustrade and the space below porches shall be closed and integrated into the building design, interrupted as necessary for drainage.
8. Column spacing shall be typically vertical in proportion.
9. Porch ceilings shall be built of wood, vinyl, waterproof drywall, or aluminum. Plywood or OSB products are not acceptable.

10. A walkway from porch to public sidewalk is required.
11. Houses located on corners of two streets are encouraged to have wrap-around porches with a minimum of 8' on each elevation.

Decks and Breezeways

Decks or breezeway may be located only in rear yards. Breezeway must be of same material as home.

Yards

1. The Hometown Village Covenant Committee must approve fence design and location.
2. Fences and gates must be made of solid vinyl, vinyl clad, wood, or metal but not split rail.
3. Garden walls and retaining walls visible from nearby streets or public spaces shall match the datum line, and shall be built of brick, stone, stucco, or poured-in-place concrete with a surface texture approved by the Hometown Village Covenant Committee. Garden walls should appear as an extension of the building and are encouraged to be of the same building material as the structure. Gates in garden walls shall be made of wood, vinyl clad, or painted metal.
4. Hedges may replace walls and fences subject to the approval of the Hometown Village Covenant Committee.
5. Driveways shall be of asphalt, concrete, or built of brick or concrete pavers. It is encouraged that driveways and curb cuts are shared whenever possible.

Garages, Outbuildings, and Storage Sheds

1. Garages shall be constructed in similar style and with same materials as house.
2. Single car garage are highly encouraged. However, a 16' maximum door is acceptable.
3. Auxiliary storage areas must be attached to garage and constructed in like manner and materials.
4. Freestanding outbuildings or storage sheds are prohibited.

Chimneys

1. Chimneys shall be constructed of vinyl, stone, brick, stucco, or wood or concrete based material.
2. Prefabricated metal flues shall be concealed within a chimney. Chimney caps may extend no more than 16" above the chimney top.
3. It is strongly encouraged that chimneys emerge from the highest roof volume.

Twin Homes

General Characteristics

The Twin Homes will have minimum front yard setbacks of 20 feet from the right-of-way on Lienke Rd. or 25 feet from the right-of-way on Community Dr. Front porches/balconies, with a minimum depth of 6 ft., will be required and may extend into the front yard. Balconies, stoops, open porches, roof eaves, bay windows, and raised dooryards shall be permitted within the encroachment area. Three parking spaces shall be provided including the garage and the area on the side or in front of the garage. Rental apartments, Zero-lot line homes or Condominiums shall be permitted uses for these lots. Refer to the GDP for more detailed information.

Roof Characteristics

1. Roof characteristics should match the architectural style of the house. Generally, the roof should be simple with one principle gable or hip.

Roofing Material

1. Slate, tile, standing seam metal roofs, copper, dimensional asphalt and fiberglass shingles are all acceptable materials. When a flat roof system is used, EPDM or equal can be used.
2. Soffits and fascia will primarily be vinyl and aluminum. Wood or concrete based material will also be considered appropriate materials.

Dormers

1. A dormer width shall be at least wide enough to accommodated one 24"- wide window.
2. Eyebrow dormers are not permitted.

Eaves

1. Overhanging eave depth shall be no more than 24", except in the case of eaves overhanging gable ends, which must protrude at least 12".
2. Gutters shall be built of seamless aluminum, copper or painted metal.
3. Soffits and fascia will primarily be vinyl and aluminum. Wood or concrete based material will also be considered appropriate material.

Foundations

1. The area below the datum line (first finished floor level above grade) visually and structurally connects the building with the ground. It may appear as a platform or terrace upon which the house stands or as a built extension of the ground integrated with the house above.
2. On sloping ground, siding shall remain at least 1'-0" above grade, and the upper edge of the datum line shall remain level, stepping down the slope in increments of 4' or less.
3. The area below the datum line shall be brick, cut stone, decorative concrete or synthetic stucco.

Datum Line to Roof

1. Windows shall not exceed 40% of the wall area, measured on each elevation.
2. Windows shall be placed such that a) single windows are no closer to another window than the width of the window and; b) a window is no closer to a corner than the width of a single window. This restriction shall not apply to dormers.

Exterior Walls and Facades

1. Building materials shall be wood, vinyl siding or concrete based materials, such as brick, stone, EIFS, fiber cement, or clapboard siding. Wood siding shall be painted or stained and all exterior finishes will be within the approved color palette of Hometown Village. No diagonals (sloping lines) other than roof slopes shall be visible on any facade.

Openings

1. Windows shall be made of a) wood that is painted or stained; b) vinyl or; c) wood that is clad in vinyl or metal.
2. Trim around windows is encouraged. Examples of acceptable trim include decorative border surrounding windows, shutters, and the use of pediment and sill. Trim using accent colors is strongly recommended. The Hometown Village Covenant Committee will review these details.
3. The balanced placement of windows from level to level is encouraged.
4. Glass shall be clear and free of color. Stained glass, art glass, and frosted glass may be permitted but is subject to review by the Hometown Village Covenant Committee.
5. Each operable window shall be square or vertical in proportion.
6. Window muntins shall be or appear to be true divided lights. Window muntins sealed in glass are acceptable. No snap-in grids are permitted.
7. Buildings with wood exteriors shall have all openings trimmed in wood bands of minimum 4" nominal width.
8. Bay window projections shall extend to the datum line. Cantilevered bays are only acceptable if approved by the Hometown Village Covenant Committee.
9. Bay window projections shall be wide enough to accommodate a minimum of two (2) windows.
10. Doors of the sliding variety may be used in backyard or side locations.
11. Exterior doors to be of wood, fiberglass, or steel.
12. The Hometown Village Covenant Committee must approve storm doors.
13. Garage doors shall be built of wood, steel or fiberglass. The overhead garage door shall be a maximum of 16' wide.
14. Joint driveways are acceptable.

Porches

1. Front porch is required. The porch must be at least 25% of the front facade and at least 5' wide in depth.
2. Front porches are intended to be open to allow for interaction with the street. Screens and glazing are not permitted.
3. Porch railings are encouraged to be open. It is encouraged that balusters be turned or decorative in style.
4. Front stoops shall be made of brick, concrete, or stone. Wood may be used only when constructed to form an apparently solid mass. Treated lumber will not be acceptable as primary building material for porch.
5. Main entry doors are to be either within the porch and recessed back from the primary facade of the house.
6. Porch supports shall be stone, masonry, or concrete, wood piers, aluminum or structural vinyl.

7. The balustrade and the space below porches shall be closed and integrated into the building design, interrupted as necessary for drainage.
8. Column spacing shall be typically vertical in proportion.
9. Porch ceilings shall be built of wood, vinyl, waterproof drywall, or aluminum. Plywood or oxboard products are not acceptable.
10. A walkway from porch to public sidewalk is required.
11. Houses located on corners of two streets are encouraged to have wrap-around porches with a minimum of 8' on each elevation.

Decks and Breezeways

Decks or breezeway may be located only in rear yards. Breezeway must be of same material as house. The space below first floor decks visible from nearby streets or public spaces shall be wood lattice with a maximum of 1-1/2" space between strips.

Yards

1. The Hometown Village Covenant Committee must approve fence design and location.
2. Fences and gates must be made of solid vinyl, vinyl clad, wood, or metal but not split rail.
3. Garden walls and retaining walls visible from nearby streets or public spaces shall match the datum line, and shall be built of brick, stone, stucco, or poured-in-place concrete with a surface texture approved by the Hometown Village Covenant Committee. Garden walls should appear as an extension of the building and are encouraged to be of the same building material as the structure. Gates in garden walls shall be made of wood, vinyl clad, or painted metal.
4. Hedges may replace walls and fences subject to the approval of the Hometown Village Covenant Committee.
5. Driveways shall be of asphalt, concrete, or built of brick or concrete pavers. Driveways may be shared.

Garages, Outbuildings, and Storage Sheds

1. Garages shall be constructed in similar style and with same materials as house.
2. Single car garage are highly encouraged. But one 16' garage door per double car garage is acceptable.
3. Auxiliary storage areas must be attached to garage and constructed in like manner and materials.
4. Free standing outbuildings or storage sheds are prohibited.
5. Garages on corners of streets and alleys will be one to one and one half stories in height.

Chimneys

1. Chimneys shall be constructed of stone, brick, stucco, or wood or concrete based material.
2. Prefabricated metal flues shall be concealed within a chimney. Chimney caps may extend no more than 16" above the chimney top.
3. It is strongly encouraged that chimneys emerge from the highest roof volume.

Hometown Condos/Apartments

General Characteristics

Hometown condos/apartments are fourplexes with approximately 1/2 of the condos/apartments artfully arranged in such a way that common walls are recessed and concealed with the garages with the quad units grouped into parking courts, hidden from view. Driveways will be shared between units when ever possible. Each unit will have a one-car garage with adequate space for additional parking behind the garages. Balconies, stoops, open porches, roof eaves, bay windows, and raised dooryards shall be permitted within the front yard. Front porch depth minimum of 4 '. All garages shall load from common drive or street. One-car garage per unit shall be attached. Minimum of 2 parking spaces shall be provided per unit. Space adjacent to or behind garage shall be counted as one space. Condominiums and rental units shall be permitted uses on these lots. Refer to the GDP for more detailed information.

Roof Characteristics

1. Roof characteristics should match the architectural style of the house. Generally, the roof should be simple with one principle gable or hip. Gabled roofs most often fit this style.

Roofing Material

1. Slate, tile, standing seam metal roofs, copper, dimensional asphalt and fiberglass shingles are all acceptable materials. When a flat roof system is used, EPDM or equal can be used. A parapet will surround flat roofs.
2. Soffits and fascia will primarily be vinyl or aluminum based material. Wood or concrete will also be considered appropriate materials.

Dormers

1. A dormer width shall be at least wide enough to accommodated one 24"- wide window.
2. Eyebrow dormers are not permitted.

Eaves

1. Overhanging eave depth shall be no more than 24", except in the case of eaves overhanging gable ends, which must protrude at least 12".
2. Gutters shall be built of seamless aluminum, copper or painted metal.
3. Soffits and fascia will primarily be vinyl or aluminum based material. Wood or concrete will also be considered appropriate material.

Foundations

1. The area below the datum line (first finished floor level above grade) visually and structurally connects the building with the ground. It may appear as a platform or terrace upon which the house stands or as a built extension of the ground integrated with the house above.

2. On sloping ground, siding shall remain at least 1-0" above grade, and the upper edge of the datum line shall remain level, stepping down the slope in increments of 4' or less.
3. The area below the datum line shall be brick, cut stone, decorative concrete or synthetic stucco.

Datum Line to Roof

1. Windows shall not exceed 40% of the wall area, measured on each elevation.
2. Windows shall be placed such that a) single windows are no closer to another window than the width of the window and; b) a window is no closer to a corner than the width of a single window. This restriction shall not apply to dormers.

Exterior Walls and Facades

1. Building materials shall be vinyl, wood, or concrete based materials, such as brick, stone, EIFS, fiber cement or clapboard siding. Wood siding shall be painted or stained and all exterior finishes will be within the approved color palette of Hometown Village. No diagonals (sloping lines) other than roof slopes shall be visible on any facade.

Openings

1. Windows shall be made of a) wood that is painted or stained, b) vinyl or c) wood that is clad in vinyl or metal.
2. Trim around windows is encouraged. Examples of acceptable trim include decorative border surrounding windows, shutters, and the use of pediment and sill. Trim using accent colors is strongly recommended. The Hometown Village Covenant Committee will review these details.
3. The balanced placement of windows from level to level is encouraged.
4. Glass shall be clear and free of color. Stained glass, art glass, and frosted glass may be permitted but is subject to review by the Hometown Village Covenant Committee.
5. Each operable window shall be square or vertical in proportion.
6. Window muntins shall be or appear to be true divided lights. Window muntins sealed in glass are acceptable. No snap-in grids are permitted.
7. Buildings with wood exteriors shall have all openings trimmed in wood bands of minimum 4" nominal width.
8. Bay window projections shall extend to the datum line. Cantilevered bays are only acceptable if approved by the Hometown Village Covenant Committee.
9. Bay window projections shall be wide enough to accommodate a minimum of two (2) windows.
10. Doors of the sliding variety may be used in backyard or side locations.
11. Exterior doors to be of wood, fiberglass, or steel.
12. The Hometown Village Covenant Committee must approve storm doors.
13. Garage doors shall be built of wood, steel or fiberglass. Overhead door to be a maximum of 9' wide for single car garage door and 16' for two car garage door.

Porches

1. Front porch or stoop is required with a minimum depth of 4'.
2. Front porch and stoop are intended to be open to allow for interaction with the street. Screens and glazing are not permitted.

3. Porch railings are encouraged to be open. It is encouraged that balusters be turned or decorative in style.
4. Front stoops shall be made of brick, concrete, or stone. Wood may be used only when constructed to form an apparently solid mass. Treated lumber will not be acceptable as primary building material for porch.
5. Main entry doors are to be either within the porch or recessed back from the primary facade of the house.
6. Porch supports shall be stone, masonry, or concrete, wood piers, aluminum or structural vinyl.
7. The balustrade and the space below porches shall be closed and integrated into the building design, interrupted as necessary for drainage.
8. Column spacing shall be typically vertical in proportion.
9. Porch ceilings shall be built of wood, vinyl, waterproof drywall, or aluminum. Plywood or oxbord products are not acceptable.

Decks, Breezeways and Enclosed Gardens

Decks or breezeways or enclosed gardens may be located in rear, front or side yards. The space below first floor decks visible from nearby streets or public spaces shall be wood lattice with a maximum of 1-1/2" space between strips. Breezeway and enclosed garden materials shall be same as other exterior walls of building.

Yards

1. The Hometown Village Covenant Committee must approve fence design and location.
2. Fences and gates must be made of solid vinyl, vinyl clad, wood, or metal but not split rail.
3. Garden walls and retaining walls visible from nearby streets or public spaces shall match the datum line, and shall be built of brick, stone, stucco, or poured-in-place concrete with a surface texture approved by the Hometown Village Covenant Committee. Garden walls should appear as an extension of the building and are encouraged to be of the same building material as the structure. Gates in garden walls shall be made of wood, vinyl clad, or painted metal.
4. Hedges may replace walls and fences subject to the approval of the Hometown Village Covenant Committee.
5. Driveways shall be of asphalt, concrete, or built of brick or concrete pavers. It is encouraged that driveways and curb cuts are shared whenever possible.

Garages, Outbuildings, and Storage Sheds

1. Garages shall be constructed in similar style and with same materials as the primary residential structure.
2. Auxiliary storage areas must be attached to garage and constructed in like manner and materials.
3. Freestanding outbuildings or storage sheds are prohibited.

Chimneys

1. Chimneys shall be constructed of vinyl, stone, brick, stucco, or wood or concrete based material.
2. Prefabricated metal flues shall be concealed within a chimney. Chimney caps may extend no more than 16" above the chimney top.

3. It is strongly encouraged that chimneys emerge from the highest roof volume.

PARK EDGE CONDOMINIUMS

General Characteristics

Condos will have minimum front yard setbacks of 25 feet from the right-of-way and a minimum of 40 feet from the rear lot line. Front porches, with a minimum depth of 6 feet, will be recommended and may extend into the requested front yard. Building to building separation will be 20 feet. Structure will be combination of 1, 1 ½ or 2 stories with attached 1 and 2 car garages. Balconies, stoops, open porches, roof eaves, bay windows, and raised dooryards shall be permitted within the front or side yard. Each unit can have either one or two car-attached garage. Minimum two parking spaces per unit. Garage not to exceed height of main structure. Refer to the GDP for more detailed information.

Roof Characteristics

1. Roof characteristics should match the architectural style of the condo. Generally, the roof should be simple with one principle gable or hip. Gabled roofs most often fit this style.

Roofing Material

1. Slate, tile, standing seam metal roofs, copper, dimensional asphalt and fiberglass shingles are all acceptable materials. When a flat roof system is used, EPDM or equal can be used. A parapet will surround flat roofs.
2. Soffits and fascia will primarily be vinyl and aluminum. Wood or concrete will also be considered appropriate materials.

Dormers

1. A dormer width shall be at least wide enough to accommodated one 24" - wide window.
2. Eyebrow dormers are not permitted.

Eaves

1. Overhanging eave depth shall be no more than 24", except in the case of eaves overhanging gable ends, which must protrude at least 12".
2. Gutters shall be built of seamless aluminum, copper or painted metal.
3. Soffits and fascia will primarily be vinyl or aluminum. Wood or concrete based material will also be considered appropriate material.

Foundations

1. The area below the datum line (first finished floor level above grade) visually and structurally connects the building with the ground. It may appear as a platform or terrace upon which the condo stands or as a built extension of the ground integrated with the condo above.
2. On sloping ground, siding shall remain at least 1-0" above grade, and the upper edge of the datum line shall remain level, stepping down the slope in increments of 4' or less.
3. The area below the datum line shall be brick, cut stone, decorative concrete or synthetic stucco.

Datum Line to Roof

1. Windows shall not exceed 50% of the wall area, measured on each elevation.
2. Windows shall be placed such that a) single windows are no closer to another window than the width of the window and; b) a window is no closer to a corner than the width of a single window.

Exterior Walls and Facades

1. Building materials shall be wood, vinyl siding or concrete based materials, such as brick, stone, EIFS, fiber cement or clapboard siding. Wood siding shall be painted or stained and all exterior finishes will be within the approved color palette. No diagonals (sloping lines) other than roof slopes shall be visible on any façade.

Openings

1. Windows shall be made of a) wood that is painted or stained b) vinyl or c) wood that is clad in vinyl or metal.
2. Trim around windows is encouraged. Examples of acceptable trim include decorative border surrounding windows, shutters, and the use of pediment and sill. Trim using accent colors is strongly recommended. The Architectural Review Committee will review these details.
3. Glass shall be clear and free of color. Stained glass, art glass, and frosted glass may be permitted but is subject to review by the Architectural Review Committee.
4. Each operable window shall be square or vertical in proportion.
5. Window muntins shall be or appear to be true divided lights. Window muntins sealed in glass are acceptable. No snap-in grids are permitted.
6. Buildings with wood exteriors shall have all openings trimmed in wood bands of minimum 4" nominal width.
7. Bay window projections shall extend to the datum line. Cantilevered bays are only acceptable if approved by the Architectural Review Committee.
8. Bay window projections shall be wide enough to accommodate a minimum of two (2) windows.
9. Doors of the sliding variety may be used in backyard or side locations.
10. Exterior doors to be of wood, fiberglass, or steel.
11. The Architectural Review Committee must approve storm doors.
12. Garage doors shall be built of wood, steel or fiberglass. The overhead garage door shall be a maximum of 16' wide.

Porches

1. Front porch is encouraged but not required. When used a minimum of 6' porch depth.
2. Front porches are intended to be open to allow for interaction with the street. Screens and glazing are not permitted.
3. Porch railings are encouraged to be open. It is encouraged that balusters be turned or decorative in style.
4. Front stoops shall be made of brick, concrete, or stone. Wood may be used only when constructed to form an apparently solid mass. Treated lumber will not be acceptable as primary building material for porch.
5. Main entry doors are to be either within the porch and recessed back from the primary façade of the condo.
6. Porch supports shall be stone, masonry, or concrete, wood piers, aluminum or structural vinyl.
7. The balustrade and the space below porches shall be closed and integrated into the building design, interrupted as necessary for drainage.
8. Column spacing shall be typically vertical in proportion.
9. Porch ceilings shall be built of wood, vinyl, waterproof drywall, or aluminum. Plywood or oxbord products are not acceptable.

Decks and/or Breezeway

Decks or breezeway may be located only in rear yards. Breezeway must be of same material as condo. The space below first floor decks visible from nearby streets or public spaces shall be wood lattice with a maximum of 1-1/2" space between strips.

Yards

1. The Architectural Review Committee must approve fence design and location.
2. Fences and gates must be made of solid vinyl, vinyl clad, wood, or metal but not split rail.
3. Garden walls and retaining walls visible from nearby streets or public spaces shall match the datum line, and shall be built of brick, stone, stucco, or poured-in-place concrete with a surface texture approved by the Architectural Review Committee. Garden walls should appear as an extension of the building and are encouraged to be of the same building material as the structure. Gates in garden walls shall be made of wood, vinyl clad, or painted metal.
4. Hedges may replace walls and fences subject to the approval of the Architectural Review Committee.

Garages, Outbuildings, and Storage Sheds

1. Garages shall be constructed in similar style and with same materials as condo.
2. Single car garage are highly encouraged. However, a 16' maximum door is acceptable.
3. Auxillary storage areas must be attached to garage and constructed in like manner and materials.
4. Freestanding outbuildings or storage sheds are prohibited.

Chimneys

1. Chimneys shall be constructed of vinyl, stone, brick, stucco, or wood or concrete based material.
2. Prefabricated metal flues shall be concealed within a chimney. Chimney caps may extend no more than 16" above the chimney top.
3. It is strongly encouraged that chimneys emerge from the highest roof volume.

VILLAGE VIEW CONDOMINIUMS

General Characteristics

Village View Condo units typically may be combination of 1, 1 ½ or 2 story buildings. There is significant green space between the dwelling units with opportunities for patios/decks and common spaces. When only one-story height is utilized, the verticality of the structure will be emphasized with taller floor-to-ceiling heights when possible. Balconies, stoops, open porches, roof eaves, bay windows, and raised dooryards shall be permitted within the front or side yard. Each unit can have either one or two car-attached garage. Minimum two parking spaces per unit. Garage not to exceed height of main structure. Refer to the GDP for more detailed information.

Roof Characteristics

1. Roof characteristics should match the architectural style of the condo. Generally, the roof should be simple with one principle gable or hip. Gabled roofs most often fit this style.

Roofing Material

1. Slate, tile, standing seam metal roofs, copper, dimensional asphalt and fiberglass shingles are all acceptable materials. When a flat roof system is used, EPDM or equal can be used. A parapet will surround flat roofs.
2. Soffits and fascia will primarily be vinyl and aluminum. Wood or concrete will also be considered appropriate materials.

Dormers

1. A dormer width shall be at least wide enough to accommodated one 24"- wide window.
2. Eyebrow dormers are not permitted.

Eaves

1. Overhanging eave depth shall be no more than 24", except in the case of eaves overhanging gable ends, which must protrude at least 12".
2. Gutters shall be built of seamless aluminum, copper or painted metal.
3. Soffits and fascia will primarily be vinyl or aluminum. Wood or concrete based material will also be considered appropriate material.

Foundations

1. The area below the datum line (first finished floor level above grade) visually and structurally connects the building with the ground. It may appear as a platform or terrace upon which the condo stands or as a built extension of the ground integrated with the condo above.
2. On sloping ground, siding shall remain at least 1-0" above grade, and the upper edge of the datum line shall remain level, stepping down the slope in increments of 4' or less.
3. The area below the datum line shall be brick, cut stone, decorative concrete or synthetic stucco.

Datum Line to Roof

1. Windows shall not exceed 50% of the wall area, measured on each elevation.
2. Windows shall be placed such that a) single windows are no closer to another window than the width of the window and; b) a window is no closer to a corner than the width of a single window.

Exterior Walls and Facades

1. Building materials shall be wood, vinyl siding or concrete based materials, such as brick, stone, EIFS, fiber cement or clapboard siding. Wood siding shall be painted or stained and all exterior finishes will be within the approved color palette. No diagonals (sloping lines) other than roof slopes shall be visible on any façade.

Openings

1. Windows shall be made of a) wood that is painted or stained b) vinyl or c) wood that is clad in vinyl or metal.
2. Trim around windows is encouraged. Examples of acceptable trim include decorative border surrounding windows, shutters, and the use of pediment and sill. Trim using accent colors is strongly recommended. The Architectural Review Committee will review these details.
3. Glass shall be clear and free of color. Stained glass, art glass, and frosted glass may be permitted but is subject to review by the Architectural Review Committee.
4. Each operable window shall be square or vertical in proportion.
5. Window muntins shall be or appear to be true divided lights. Window muntins sealed in glass are acceptable. No snap-in grids are permitted.
6. Buildings with wood exteriors shall have all openings trimmed in wood bands of minimum 4" nominal width.
7. Bay window projections shall extend to the datum line. Cantilevered bays are only acceptable if approved by the Architectural Review Committee.
8. Bay window projections shall be wide enough to accommodate a minimum of two (2) windows.
9. Doors of the sliding variety may be used in backyard or side locations.
10. Exterior doors to be of wood, fiberglass, or steel.
11. The Architectural Review Committee must approve storm doors.
12. Garage doors shall be built of wood, steel or fiberglass. The overhead garage door shall be a maximum of 16' wide.

Porches

1. Front porch is encouraged but not required. When used, a minimum of 5' in depth.
2. Front porches are intended to be open to allow for interaction with the street. Screens and glazing are not permitted.
3. Porch railings are encouraged to be open. It is encouraged that balusters be turned or decorative in style.
4. Front stoops shall be made of brick, concrete, or stone. Wood may be used only when constructed to form an apparently solid mass. Treated lumber will not be acceptable as primary building material for porch.
5. Main entry doors are to be either within the porch and recessed back from the primary façade of the condo.
6. Porch supports shall be stone, masonry, or concrete, wood piers, aluminum or structural vinyl.

7. The balustrade and the space below porches shall be closed and integrated into the building design, interrupted as necessary for drainage.
8. Column spacing shall be typically vertical in proportion.
9. Porch ceilings shall be built of wood, vinyl, waterproof drywall, or aluminum. Plywood or oxbord products are not acceptable.

Decks and/or Breezeway

Decks or breezeway may be located only in rear yards. Breezeway must be of same material as condo. The space below first floor decks visible from nearby streets or public spaces shall be wood lattice with a maximum of 1-1/2" space between strips.

Yards

1. The Architectural Review Committee must approve fence design and location.
2. Fences and gates must be made of solid vinyl, vinyl clad, wood, or metal but not split rail.
3. Garden walls and retaining walls visible from nearby streets or public spaces shall match the datum line, and shall be built of brick, stone, stucco, or poured-in-place concrete with a surface texture approved by the Architectural Review Committee. Garden walls should appear as an extension of the building and are encouraged to be of the same building material as the structure. Gates in garden walls shall be made of wood, vinyl clad, or painted metal.
4. Hedges may replace walls and fences subject to the approval of the Architectural Review Committee.

Garages, Outbuildings, and Storage Sheds

1. Garages shall be constructed in similar style and with same materials as condo.
2. Single car garage are highly encouraged. However, a 16' maximum door is acceptable.
3. Auxillary storage areas must be attached to garage and constructed in like manner and materials.
4. Freestanding outbuildings or storage sheds are prohibited.
5. All condo units will have 1 or 2 car-attached garages with end condo units having side entry.

Chimneys

1. Chimneys shall be constructed of vinyl, stone, brick, stucco, or wood or concrete based material.
2. Prefabricated metal flues shall be concealed within a chimney. Chimney caps may extend no more than 16" above the chimney top.
3. It is strongly encouraged that chimneys emerge from the highest roof volume.

DESIGN REVIEW PROCESS

General Requirements

1. Submit two copies of the required documents for each design review to the:

Hometown Village Covenant Committee (HVCC)
711 Lois Drive
Sun Prairie, WI 53590

The design review cycle begins on Monday of each week. Submittals must be received by noon on Friday of the previous week. All documents must be dated and labeled "Hometown Village"

2. Upon HVCC review, the owner will be notified within ten (10) business days after the start of the review cycle date that the design has been (1) approved, (2) approved with stipulations, or (3) disapproved.

The reasons for approval with stipulation and disapproval will be clarified for the owner in writing and/or with drawings. If the HVCC does not contact the owner within ten (10) business days of the review commencement date, the application shall not be deemed "approved".

3. Historic interpretation submittals must be supplemented with a written and/or graphic description of the historic precedent.
4. An application for withdrawal may be made without prejudice, provided that request HVCC.
5. All variance requests pertaining to the HVCC approvals must be made in writing to the HVCC. Any variance granted shall be considered unique and will not set any precedent for future decisions.
6. If an application has been denied, or the approval is subject to conditions that the owner feels are unacceptable, the owner may request a hearing before the HVCC to justify his/her position. The HVCC will consider the arguments and facts presented by the Owner and notify the Owner of its final decision within ten (10) days of the hearing. If the Owner is still dissatisfied, the Owner has the right to appeal the recommendation to the HVCC to the Board of accordance with the procedures established for such appeals in the Declaration and in more detail in the Bylaws.

STEP 1. Sketch Design Review

In addition to verifying the setbacks as indicated on the Regulating Plan, this review checks the designs for correct interpretation of the Urban, Architectural and Landscape Regulations.

1. Form Required: Form A – Sketch Review Application
2. Drawings Required on 11" x 17" sheets:
 - Site Plan (1/16" or 1/8" = 1'-0") showing:
 - North arrow.
 - Property lines and setback lines with dimensions.
 - Building footprints with entries, porches and balconies delineated, show overhang as dashed lines.
 - Dimensioned drives, walks, gardens, and pools.
 - Elevation of first floor.
 - Site contours beginning at the street centerline.
 - Landscape concept.
 - Floor Plans (1/8" = 1'-0") showing:
 - Room use and dimension.
 - All windows and doors with swing shown.
 - All overhang of floors and roofs as dashed lines.
 - Overall dimensions.
 - Total enclosed square footage.
 - Elevations (1/8" = 1'-0") showing:
 - Porches, balconies, doors and windows.
 - Principal materials rendered and specified.
 - Height of each floor, eaves and roof peak dimensioned from the first floor.
 - Roof Plan (1/8" = 1'-0")

STEP 2. Construction Design Review

This review checks the construction documents for compliance with the Hometown Village Neighborhood Code and verifies that the previous HVCC recommendations have been incorporated. Conformity to applicable local regulations and building codes are the responsibility of the designer and/or builder.

1. Form Required: Form B – Construction Design Review Application

2. Drawings Required:

- Site Plan (1/8" = 1'-0") showing:
 - North arrow.
 - Property lines with dimensions.
 - Building footprints with entry area delineated and overhangs shown as dashed
 - Garden walls, fence lines, location, height and material quality of retaining walls.
 - Water, electric and sewer service.
 - Grading Plan.
 - Location, dimensions and materials for walk and drive.
 - Limits of construction activity (no construction, traffic or storage of materials will be permitted beyond these limits.
 - Exterior light locations and type.
 - Location of external equipment (electric meters), location of waste bins, etc.
- Floor plans (1/4" = 1'-0") showing:
 - Foundation plan dimensioned.
 - Room use labeled and rooms dimensioned.
 - Wall, window and door openings dimensioned.
 - Exterior walls shown and dimensioned.
 - All overhangs of floors and roofs as dashed lines.
 - Overall dimensions.
 - Total enclosed square footage.
- Elevations & Sections
 - Each elevation at 1/4" = 1'-0" with a color rendering depicting material quality of fronting street elevation.
 - Major building sections at 1/4" = 1'.
 - Typical walls from ground to ridge at 3/4" = 1' or larger.
 - Typical porch section from ground to roof at 3/4" = 1' or larger.
- Landscape Plan
 - A landscape plan including plant listing and their respective locations.
- Samples (1 set):
 - Color samples of each key building material, labeled as to specification and location.

STEP 3. Construction Commencement.

Construction may begin upon receipt of Form B – Construction Design Review Application bearing the HVCC stamp of approval. The builder and or owner are responsible for obtaining all appropriate permits prior to construction from agencies having jurisdiction.

The HVCC reserves the right to inspect in the field for compliance during any stage of construction. The HVCC is empowered to enforce its policy as set forth in the Hometown Village Neighborhood Code and Neighborhood Association's Declaration of Covenants, Conditions & Restrictions by any action, in law or equity, to ensure compliance.

STEP 4. Final Inspection

A building may be occupied upon receipt of a municipal occupancy permit and Form C – Request for Final Inspection bearing the HVCC stamp of approval.

STEP 5. Minor Changes

It is anticipated that owners may wish to make improvements or modifications to their buildings or property during initial construction or at a future date. A change may be executed upon receipt of Form D – Application for Change(s) bearing the HVCC stamp of approval.

Form A: SKETCH DESIGN REVIEW APPLICATION

LOT NUMBER: _____

Owner: _____

Address: _____

Telephone: _____

BUILDER: _____

Firm: _____

Address: _____

Telephone: _____ Fax: _____

ARCHITECT/DESIGNER: _____

Firm: _____

Address: _____

Telephone: _____ Fax: _____

LANDSCAPE ARCHITECT: _____

Firm: _____

Address: _____

Telephone: _____ Fax: _____

INFORMATION

1. Historic Interpretation ☐ Yes ☐ No
2. Are any variances from the Hometown Village Neighborhood Code being requested under this application? ☐ Yes ☐ No
- If yes, please describe the variance and the reason for it.

3. Drawings submitted (please check)

- ☐ Site Plan
- ☐ Floor Plans
- ☐ Roof Plan
- ☐ Elevations
- ☐ Landscape Concept Plan

Submitted by: _____ Date: _____

Signature: _____

Form B: CONSTRUCTION DESIGN REVIEW APPLICATION

LOT NUMBER: _____

Owner: _____

Address: _____

Telephone: _____

ARCHITECT/DESIGNER: _____

Firm: _____

Address: _____

Telephone: _____ Fax: _____

BUILDER: _____

Firm: _____

Address: _____

Telephone: _____ Fax: _____

LANDSCAPE ARCHITECT: _____

Firm: _____

Address: _____

Telephone: _____ Fax: _____

Drawings submitted

- ☐ Site Plan
- ☐ Floor Plans
- ☐ Roof Plan
- ☐ Elevations
- ☐ Samples & Cut Sheets
- ☐ Rendered Elevation
- ☐ Landscape Plan

Submitted by: _____ Date: _____

Signature: _____

Form C: APPLICATION FOR FINAL INSPECTION

LOT NUMBER: _____

Owner: _____

Address: _____

Telephone: _____

BUILDER: _____

Firm: _____

Address: _____

Telephone: _____ Fax: _____

CERTIFICATION:

I do hereby certify in good faith that the contracted structure on said Lot conforms to the Codes and the Construction Documents as approved by the HVCC. All site work, landscaping, cleaning, removal of temporary utilities, and repair of damage to right-of-way and common area has been implemented.

Signature of Owner: _____ Date: _____

APPROVAL:

HVCC date of

Final Inspection: _____

HVCC Approval Signature: _____

Form D: APPLICATION FOR CHANGE(S)

LOT NUMBER: _____

Owner: _____

Address: _____

Telephone: _____

ARCHITECT/DESIGNER: _____

Firm: _____

Address: _____

Telephone: _____ Fax: _____

BUILDER: _____

Firm: _____

Address: _____

Telephone: _____ Fax: _____

Change Description: (attach sketch of proposed change)

Reason for Change:

Submitted by: _____ Date: _____

Signature: _____