

**AMENDED  
RESTRICTIVE COVENANTS  
FOR  
LOUMOS HEIGHTS SUBDIVISION**

Declaration of conditions, covenants, restrictions and easements regarding Loumos Heights, Village of Sturtevant, Racine County, Wisconsin (the "Declaration").

This declaration is made by TNG 29 LLC, hereinafter called "Developer", as owner of certain real property in Racine County, Wisconsin:

WHEREAS, the Developer holds title to certain real estate located in the Village of Sturtevant, Racine County, Wisconsin, (the "Village") described in Exhibit A to this Declaration, which lands have been platted as Loumos Heights, said lands being hereinafter referred to as the "Subdivision"; and,

WHEREAS, the Developer is successor in title to all lands located within the Subdivision and, with the recording of these Amended Restrictive Covenants for Loumos Heights Subdivision, hereby terminates and rescinds the previously recorded Resolution 2007-27 Village of Sturtevant Declaration of Protective Covenants dated April 19, 2007 and recorded in the office of the Register of Deeds for Racine County, Wisconsin on April 24, 2007, as Document No. 2129330. By virtue of the acceptance of the Offer to Purchase for the Subdivision by the Developer, and the Resolution issued by the Village Board for the Village of Sturtevant, the Village has consented to these Amended Restrictive Covenants.

WHEREAS, this Declaration will carry out the aforesaid purposes and will assure each subsequent owner of property in the Subdivision of the continuance of these standards.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties to be bound by these restrictive covenants, the Developer hereby imposes upon the lands described in Exhibit A and known as Loumos Heights, the conditions, covenants, restrictions and easements hereinafter set forth which shall inure to the benefit of and pass with all said property and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof.

1. GENERAL PURPOSE

The general purpose of this declaration is to help assure that the Subdivision will become and remain an attractive development, to insure the best use and most appropriate development and improvement of each building site to protect owners of building sites against use of surrounding building sites in such a manner as will detract from the residential value of the

property, to guard against the erection on building sites of poorly designed or proportioned structures, to obtain harmonious use of material and color schemes, to insure the highest and best residential development of said property, to encourage and secure the erection of attractive buildings designed and built in accordance with a harmonious theme, to secure the appropriate locations thereof on building sites, to prevent haphazard and inharmonious improvement of building sites; and to secure and maintain proper setbacks from streets.

2. DEFINITIONS.

- a. Plat. The recorded final plat of the Subdivision:
- b. Homeowners Association. The Loumos Heights Homeowners Association, Inc., a Wisconsin Non-Stock Corporation.

3. TERMINATION

Except as otherwise specifically stated, the restrictions are to run with the land and shall be binding on all parties hereto and all persons claiming under them for a period of twenty-five (25) years from the date they are recorded, at which time, said Conditions, Covenants, Restrictions and easements shall be automatically extended for successive periods of ten (10) years unless the record owners of three-fourths (3/4) or more of the lots in the Subdivision shall:

- a. Execute a written document modifying, amending or rescinding these conditions, covenants, restrictions and easements or any one or more of them in whole or in part; and
- b. Record such document in the office of the Register of Deeds of Racine County, Wisconsin.
- c. **Sections 3, 5, 6, 7, 9, 14, 21, 26, 28, 29, 30, 31, 32, 33, and 34** of these Restrictive Covenants are to be held in perpetuity and are not subject to termination, rescission, or modification as set forth in Paragraphs 3 (A) and 3 (B) above without the express written approval of the Village of Sturtevant.
- d. As long as Developer shall retain title to at least one lot in the Subdivision, these restrictions shall not be modified without Developers express written consent.

4. SEVERABILITY

Invalidation of any provision of these restrictions by judgment or other court order shall not in any way affect any of the other provisions which shall remain in full force and effect.

5. ARCHITECTURAL CONTROL COMMITTEE

No structure shall be erected, placed, or altered on any lot until the building plans, landscape plans, specifications and plot plan showing the location thereof have been approved in writing as to quality, materials, harmony of external design and colors with the existing and planned structures, and as to location with respect to topography, neighboring homes, setbacks, finished grade elevations, driveways and plantings by the Architectural Control Committee.

**Such plans and specifications shall be submitted to the Architectural Control Committee and approved before a building permit from the Village of Sturtevant and/or Racine County is applied for. Three (3) copies of the building plan, three (3) copies of the survey and three (3) copies of the exterior color selections are to be submitted to the Architectural Control Committee. Upon approval, two (2) copies of the plan, survey and color selections will be returned to purchaser and one copy will be retained by the Architectural Control Committee.**

a. The design layout and exterior appearance of each residence shall be such that, in the opinion of the Architectural Control Committee at the time of approving the building plans, the residence will be of compatible design and quality to existing homes in the Subdivision and will have no substantial adverse effect on the property values in the neighborhood.

b. The approval or disapproval of the Architectural Control Committee as required by these covenants shall be in writing. Should the Architectural Control Committee fail to approve or disapprove such plans and specifications and the location **within thirty (30) days** after submission of the plans to it, then such approval will not be required, but all other conditions and restrictions herein contained shall remain in force, and the related covenants shall have been deemed to have been fully complied with.

c. The initial Architectural Control Committee is composed of Raymond C. Leffler. Upon registration of the Loumos Heights Homeowners Association, Inc. with the State of Wisconsin, the Association shall automatically become the Architectural Control Committee for the subdivision. Developer shall retain all rights of the Committee until the last lot is sold unless Developer specifically, in writing, assigns the rights of the Committee to the Homeowners Association.

d. The address of the Architectural Control Committee is:

8338 Corporate Dr., Ste. 300  
Mt. Pleasant, WI 53406

e. The Architectural Control Committee may designate a representative to act for it. In the event of the death or resignation of a member of the Architectural Control Committee, the Developer shall have full authority to designate a successor. Neither the members of the Architectural Control Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

f. If, at any time, the Architectural Control Committee has ceased to exist as such and has failed to designate a representative to act for it, the owners of a majority of the lots in the Subdivision may elect a successor committee at a meeting of lot owners called by notice in writing, mailed to the last known address of all Subdivision lot owners as shown on the assessment rolls of the Village of Sturtevant and in the absence of such an Architectural Control Committee, the need for the Architectural Control Committee approval is dispensed with.

g. The Architectural Control Committee may grant a special exception to specific restrictions where a literal application would cause undue hardship and where the granting of such special exception would not be incompatible with the basic concept of the Subdivision.

## 6. DWELLING QUALITY

The face of every outside wall of any residence, including chimney chases, shall be constructed of materials approved by the Architectural Control Committee. **The front elevation of every home shall contain a minimum of 25% brick or stone.** All residences shall have roofs constructed with architectural dimensional shingles or of a material approved by the Architectural Control Committee with not less than a 6" to 12" (6/12) pitch. All residences shall have a minimum of one window, in an acceptable size as determined by the Architectural Control Committee, on every elevation. The Architectural Control Committee may, in their sole discretion, require more than one window on each elevation.

In the event vinyl siding is used, it shall have a minimum thickness of .042". This clause is specifically intended to prohibit vinyl siding with a .040" thickness.

Every residence hereafter erected shall have minimum floor areas as follows:

1 Story (Ranch Style)	<b>1500</b> sq. ft. minimum
2 Story (Traditional)	<b>1800</b> sq. ft. minimum with a minimum of 900 sq. ft. on the first floor
1 ½ Story (Example: Cape Cod)	<b>1700</b> sq. ft. minimum
Bi-Level	<b>1500</b> sq. ft. minimum with a minimum of 1,100 sq. ft. on the first floor
Tri-Level	<b>1600</b> sq. ft. minimum with a minimum of 950 sq. ft. on the main level

For purposes of this section "floor area" shall be defined as the area within the exterior wall lines of a building and shall not include floor space below grade at front foundation line, basements, garages, breezeways, and unenclosed porches, attics and other areas not finished or useable as living quarters.

## 7. BUILDING LOCATION

Subject to approval by the Architectural Control Committee, structures may be located anywhere on a lot, provided such location is consistent with the basic principles of good site interrelationship between the various other nearby structures and provided further that no structure or part thereof shall be erected contrary to the Village of Sturtevant ordinances. The setbacks in effect at the time of the recording of these Restrictive Covenants are as follows:

The *front yard* building setback line for each lot in the Subdivision shall be *twenty five (25)* feet from the front lot line unless written approval is received from the Architectural Control Committee and is in accordance with the Village ordinances. Lots 1, 2, 3, 4 and Lots 8, 9, 10, and 11 may be averaged due to placement on the cul-de-sacs.

The *side yard* setbacks shall be as follows:

For One Story Dwellings: Side yard setbacks shall be 18' with no less than 6' on the garage side.

For 1 ½ or 2 Story Dwellings: Side yard setbacks shall be 23' with no single side yard less than 8' in width. Garages shall not change minimum side yard requirements.

**PLEASE NOTE: SETBACKS SHALL BE THE CURRENT VILLAGE OF STURTEVANT SETBACKS IN EFFECT AT THE TIME A BUILDING PERMIT IS OBTAINED. ALL BUILDERS SHOULD CHECK WITH THE VILLAGE TO VERIFY CURRENT SETBACK REQUIREMENTS.**

## 8. GARAGES AND DRIVEWAYS

A minimum of a two (2) car garage shall be constructed on a building site and shall be directly attached to the residential structure or attached by a breezeway. Nothing in this section shall be construed to prohibit the construction of an attached garage which is larger than the minimum required by this section provided such garage is constructed in conformity with local ordinance. *Detached garages of any size are prohibited.*

If the garage to be constructed contains a service, or pedestrian, door, the Village of Sturtevant may have additional foundation requirements. Purchasers are directed to contact the Village of Sturtevant Building Inspector for any additional requirements.

To minimize dust and to enhance the appearance of the Subdivision, the driveway or driveways shall, within one (1) year after issuance of the building permit for a building site, be surfaced with concrete. The plans and specifications for residences submitted to the Architectural Control Committee for approval shall include the specifications for the location and surfacing of the driveways and walkways.

**SEE PARAGRAPH 35 REGARDING DRIVEWAY APRON REQUIREMENTS**

9. LOT GRADING AND LANDSCAPING

**In order to obtain an occupancy permit** the actual lot grading shall be recertified, as complying with the approved grading plans, by the Village Engineer. An Occupancy Permit will NOT be issued if the final grade for the lot does not comply with the approved grading plans, or any modification to the approved grading plans as approved by the Village Engineer.

Each lot shall be seeded or sodded with healthy grass and shrubs or bushes on the front elevation of the home. Side yards and rear yards should be seeded or sodded within said time frame.

All additional exterior landscaping shall be completed within 12 months of occupancy.

In the event occupancy is granted during the winter, the tree planting, sod and seeding shall be completed by June 1<sup>st</sup> of the following spring.

10. UTILITIES AND ANTENNAS

All *new* electric lines, telephone lines, television service lines, or any other cable or conduit running from utility service lines or transformers to any residence shall be underground. No exterior antenna, satellite dish receiver, or other similar device or structure for the transmission or reception of electric signals of any nature shall be allowed on any lot within the Subdivision without the approval of the Architectural Control Committee. Any such exterior antenna, satellite dish receiver or similar device shall not exceed 18" in diameter and shall not be visible from the street. There shall be no free-standing tower type antennas allowed in the subdivision.

Disclosure is made that purchasers will be responsible for payment of their own connection fees to the various utility providers. Developer has ensured that all mains are installed for sewer and water service. Connection to these mains shall be at the buyer's expense and shall be collected by the Village at the time a building permit is issued. In addition, connection to gas, electric, cable tv and telephone service shall be at the buyer's expense and those connection fees are NOT included in the cost of the building permit. The building permit may also contain a charge for the then current Park Impact Fee charged by the Village as well as an Erosion Control Permit Fee.

11. SOLAR ENERGY

Devices and systems for collection of solar energy are permitted within the Subdivision provided that the location and screening of any such system are approved by the Architectural Control Committee.

12. HEDGES AND FENCES

a. Hedges shall be permitted provided that the same are located as required by these covenants and maintained by the lot owner.

b. Firewood or other materials of a similar nature stored or kept on any lot must be screened from view by means of a fence or wall of sufficient height to conceal the same, but no higher than four (4) feet, by shrubbery of sufficient density to accomplish the same purpose, or other approved screening.

c. No hedge may extend to a point nearer to the street on which the house fronts than the front foundation line of such house.

d. Fences or walls shall be aesthetically pleasing and in keeping with the design and architectural style of the home. Fences shall not exceed 60" (5 feet) in height and shall be constructed of quality wood or, if approved by the Architectural Control Committee, vinyl-simulated wood. Chain link or stockage-type fences are not permissible. All fences must be maintained in good condition at all times. Fences on corner lots may not extend beyond the dwelling setback line. Fences may be installed no nearer than one foot to a lot's property line. . *The location, design, construction and material for all fences or walls are subject to approval by the Architectural Control Committee.* **Chain link fencing is specifically prohibited, including dog runs.** Fences are subject to all applicable zoning ordinances, governmental easements, drainage restrictions and building codes, and Architectural Control Committee approval of the placement and/or design of a fence shall not be construed as conferring any legal right to construct said fence. Owner shall be responsible for obtaining the necessary permit(s) from the municipality.

e. All fences or walls shall be built in conformity with all existing Village ordinances. **Lot owners are advised that construction of buildings, fences or walls in easement areas is prohibited.**

13. PETS

No animals may be kept or maintained upon any lot except dogs, cats, or other usual and ordinary household pets. All lot owners shall abide by the Village of Sturtevant Ordinance regarding pet ownership within the Village limits. Separate outbuildings or enclosures may be erected or kept upon a lot for the purpose of housing or restraining any animal or pet provided the location, design, construction and material for such structure is approved by the Architectural Control Committee. **Chain link dog runs and/ or enclosures are prohibited.**

14. FILLING BUILDING SITE AND CHANGING CONTOUR

Where fill is necessary on the building site to obtain the proper topography and finished ground elevation, it shall be ground fill, free of waste material, and shall not contain noxious materials which will give off odors of any kind, and all deposited fill materials shall be leveled immediately after completion of the building. Grade plans shall be submitted to the Architectural Control Committee for approval before altering the contour of any lot so as to not 1) change the pre-existing surface water drainage as affects any adjoining lots, and/or 2) create a slope of more than four (4) horizontal feet to one (1) vertical foot within twenty (20) feet of any lot line. The finished grade of any improved lot in the Subdivision shall comply with the Master Grading Plan on file with, and approved by the Village of Sturtevant. Changes to this covenant are only allowed with written Architectural Control Committee approval and may require the approval of the Village of Sturtevant. Prior to the conveyance of lots, the Developer shall cause all grading, excavations, open cuts, side slopes, and other land surface disturbances to be so mulched, seeded, sodded, or otherwise protected so that erosion, siltation, sedimentation, and washing are prevented in accordance with the plans and specifications approved by, and on file with, the Village Engineer. Upon conveyance of individual lots, individual lot owners shall assume the responsibility for maintaining the erosion control measures put in place by the Developer. *If individual lot owners fail to maintain said erosion control measures, for all periods of time for which the Developer retains any responsibility to the Village under the Developer's Agreement, the Developer shall have the right to enter upon any lot or common area in the Subdivision for the purpose of restoring the same as required by the Village and pursuant to the Developers Agreement.* The Developer shall have no liability except as provided for under the Developer's Agreement to any lot owner, or the Homeowner's Association, with respect to work required by the Village of Sturtevant and performed under the terms of this paragraph. In the event that restoration or maintenance is required by reason of the act or neglect of any lot owner, or the Homeowner's Association, the Developer shall have the right to recover its costs from said owner or the Homeowner's Association. After the Developer's responsibility under the Developer's Agreement has expired, the right to enter upon any lot or common area to restore same, or provide maintenance as required by the Village, shall transfer to the Homeowner's Association. No sod, gravel, sand, or soil may be removed from any lot except in connection with the construction of a building upon said lot and then only so much as is necessary and essential in the furtherance of such construction and in compliance with all applicable Village and County Ordinances. Any excess excavation of earth shall be removed from the building site, however, under no circumstances shall any of such materials be removed beyond the Subdivision boundaries without the consent of the Architectural Control Committee.

#### 15. SITE MODIFICATION

Each lot shall be developed in conformity with all applicable laws and ordinances regarding any environmentally sensitive areas. Any proposed site grade modification must be approved by the Architectural Control Committee and the Village of Sturtevant.

Clear cutting of trees on individual lots is hereby prohibited. Only those trees located within the proposed building pad, and a sufficient area on the lot surrounding said building pad to facilitate construction, shall be permitted to be removed. Any lot owner requesting to remove



more trees than necessary for the construction of a residence must submit a written request, along with a site plan indicating the trees to be removed, and a reason for the request, to the Architectural Control Committee. Except for dead or dying trees, no trees may be removed without the express written consent of the Architectural Control Committee. Other than trees allowed to be removed during construction, each lot owner shall take all necessary measures to protect trees from damage during construction.

For clarification purposes, any tree with a trunk diameter of 3" (three inches) and that is 4' (four feet) or more above ground level shall require the approval of the Architectural Control Committee for removal (unless dead or dying as stated above). Approval will not be unnecessarily withheld.

**The restrictions set forth in this Section may not be modified or removed without the prior written approval of the Village of Sturtevant.**

#### **PLEASE SEE SECTION 28 - EASEMENTS**

#### **16. NOXIOUS ACTIVITY**

No noxious, offensive, or dangerous activity of any kind may be conducted upon any lot; nor may any trade, business or profession be carried on, other than those permitted under the Village of Sturtevant Ordinances; and generally, no activities may be conducted which would constitute a nuisance to other owners of lots within the Subdivision.

#### **17. SIGNS**

No signs of any character, size, or description shall be maintained upon any lot in the Subdivision except signs of a size no larger than eight (8) square feet bearing the name, address, or both of the resident occupying such lot, security service warning signs or residential re-sale "For Sale" signs. The content, size and design of all signs shall be controlled by the Architectural Control Committee. The Developer, its successors and assigns, shall be exempt from these sign restrictions during the entire development period. Larger signs may be used by the Developer or its agents or by a builder to advertise the property during the sale and/or construction period. Further, the Developer, its successors and assigns shall be allowed to erect and maintain signs and markers identifying the Subdivision. Signs promoting any at-home business or profession are not permitted.

#### **18. SWIMMING POOLS**

In-ground swimming pools and spas are allowed with the approval of the Architectural Control Committee and must be constructed in conformity with these restrictions and the ordinances of the Village of Sturtevant. No portion of a swimming pool or the adjoining enclosed area shall be constructed or maintained nearer to the street line than the rear foundation

line of the principal structure. *Above ground pools are prohibited in the Subdivision, including “temporary” above ground pools. Small wading pools are permitted provided they are in the rear yard and not visible from the street.*

#### 19. TREE AND BRUSH REMOVAL

All trees, brush, stumps, roots, or other similar materials that may be cut or cleared upon any lot shall be removed from the Subdivision, or in the alternate, reduced to firewood within sixty (60) days after such cutting or clearing. When any tree is felled upon any lot, it shall be done in such a manner that no stump or protrusion above the level of the ground remains. In no case shall any removed trees, brush, stumps, roots or other similar materials be placed or dumped on the Outlot.

**PLEASE SEE SECTION 15 (SITE MODIFICATION) REGARDING TREE REMOVAL.**

#### 20. VEHICULAR STORAGE

**No outdoor storage of any commercial vehicle, boat, camper, trailer, bus, snowmobile, recreational vehicle, motorhome, all-terrain vehicle, motorcycle or truck of more than two-and-one-half (2 ½) tons empty weight, or any other unsightly or unlicensed vehicle may be stored or kept on any lot for longer than 48 hours per year unless such vehicle is kept within a garage with the garage door closed.** Unless the same is enclosed within a garage, no motor vehicle may be parked, stored or otherwise kept on any lot in the Subdivision other than a car, truck or van which is licensed by the State of Wisconsin as a private passenger vehicle. Outdoor storage of **any** vehicle with advertising of any type (other than normal car dealer emblems) is prohibited. Any such vehicle must be enclosed within a garage. No driveway apron may be constructed for the storage of any vehicle or trailer.

#### 21. LOT MAINTENANCE

A. Each vacant lot in the Subdivision shall be maintained by the owner of such lot so that the same lot shall not become a nuisance. No owner shall allow trash or debris to accumulate on any such vacant lot and the lot owner shall regularly mow the lot and comply with the Village of Sturtevant ordinances regarding weed control. Each lot owner, at the sole cost and expense of that lot owner, shall permanently maintain all storm water drainage ditches and swales (“drainage facilities”) located within the boundaries of that owner’s lot, if any. The drainage facilities shall be maintained so as to allow the free flow of surface water into, over, across and through the lot, all pursuant to the approved storm water drainage plan on file with the Village of Sturtevant. All drainage facilities shall be maintained to the standards and specifications of the approved drainage plan. In the event that the Village of Sturtevant finds that a lot owner has failed to fulfill the maintenance obligations as stated herein and according to applicable ordinance, the Village of Sturtevant may perform maintenance on the drainage facilities and shall then levy the cost thereof as a special assessment against the defaulting lot under the provisions of Sections 66.0627 and 66.0703 of the Wisconsin Statutes. The

Subdivider, its successors and assigns, herewith grant to the Village of Sturtevant, its agents and employees, a perpetual easement to enter upon all lots in the Subdivision for the purposes of maintaining storm water drainage facilities and any other utility located thereon pursuant to the terms herein stated. The dimensions of the various easements are set forth on the recorded plat for the Subdivision.

## 22. COMPLETION OF CONSTRUCTION

The interior and exterior construction (**including landscaping and driveway**) of a residence shall be substantially completed and the residence shall be ready for occupancy within one (1) year after commencement of construction; such time of completion shall be extended to the extent of any delay due to strike, lockouts and acts of God. In its sole discretion, the Architectural Control Committee shall determine 1) when a residence is substantially completed and ready for occupancy, subject to Village of Sturtevant and Racine County Ordinances; 2) the extent of the delay due to strike, lockouts and acts of God; and 3) may, for good cause, allow additional time for completion of construction.

**PLEASE SEE SECTION 8 – GARAGES AND DRIVEWAYS AND SECTION 9 – LOT GRADING AND LANDSCAPING FOR ADDITIONAL REQUIREMENTS OF COMPLETION**

## 23. TEMPORARY STRUCTURES

No structure of a temporary character, no boat, trailer, truck, basement, tent, shack, garage, barn or other outbuilding shall be used at anytime as residence either temporarily or permanently. **No previously used building shall be moved on to any lot in the Subdivision from another location, this shall include outbuildings of any type.**

## 24. GARBAGE OR REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. All equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition. To insure the attractive appearance of the Subdivision, **all equipment shall be kept in an enclosure and out of view from the street and adjacent or neighboring property owners.** Waste receptacles shall NOT be stored on front porches or be visible from the street. There shall be absolutely no dumping of trash or yard waste within the wetland areas.

## 25. ACCESSORY OR UTILITY BUILDINGS

Subject to applicable Village of Sturtevant ordinances, a single detached accessory building (not to exceed 14'x16') shall be permitted on lots in the Subdivision *provided that the design and location of the same are approved by the Architectural Control Committee and the Village of Sturtevant and/or Racine County, if required, prior to construction*, and provided that said building is not used for the storage of a motor vehicle (i.e. private passenger vehicle). Said accessory building shall be substantially the same as the residence on the lot including exterior

color, siding and roofing materials. The accessory building may not contain an overhead door. A building permit will be required from the Village of Sturtevant and/or Racine County prior to the construction of said accessory building. For purposes of this Section 25, a deck, patio, gazebo, pergola or other similar structure shall not be construed to be a detached accessory building, and the same may be constructed without prior approval of the Architectural Control Committee. However, the Village of Sturtevant and Racine County permits, if required, are the responsibility of the lot owner. **Accessory or utility buildings may not be placed within any Easement Area.**

## 26. MODIFICATION

This declaration may be amended at any time by the Developer as long as Developer retains ownership of any lot(s). Thereafter, this declaration may be amended at any time through execution of the owners of seventy-five percent (75%) of the residential lots in the subdivision affected by these restrictive covenants of an amendment which shall take effect on the date of recording thereof in the office of the Register of Deeds for Racine County, Wisconsin.

**No such modification(s) shall be made, however, without the prior written approval of the Village of Sturtevant. See also Section 3.**

## 27. ENFORCEMENT OF RESTRICTIONS

If the owner of any lot subjected to these restrictive covenants shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning or co-owning any other lot subjected to these restrictive covenants to prosecute an action at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him, it or them from doing so or to recover damages for such violation, or to compel him, it or them to replace any grades for drainage or enforce any of the covenants and restrictions herein contained.

## 28. EASEMENTS

Easements have been reserved for various public and semi-public purposes on the recorded plat and within separate recorded easement documents. Use of the easement areas is defined within the recorded documents and may further be defined by applicable local ordinances. Prior to construction of improvements, or disturbance of any easement area, each lot owner should carefully review all recorded easements and contact the Village for any ordinances.

a. **Developer's Reservation and Right to Grant Easements.** Developer hereby reserves unto itself and for the Homeowners Association the right to grant to public or semi-public utility companies, easements and rights-of-way over, across and through the Subdivision for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains and similar services, and for performing any public or quasi public utility function that the Village of Sturtevant or Racine County may require or that the Board of Directors may deem fit and proper for the improvement and benefit of the

Subdivision. Such easements and rights-of-way shall be confined, to the extent possible, in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created. Where such easements become necessary, the lot owners hereby grant to the Developer and/or the Homeowners Association power of attorney to execute all necessary documents for the creation of such easements on the lot Owners behalf.

b. **Easements for Stormwater Drainage.** Easements are shown on the face of the plat for the Stormwater Drainage easements affecting the subject property.

c. **Easements to Run with the Land.** All rights and easements described herein are perpetual rights and easements appurtenant to/and running with the land and shall be binding upon and inure to the benefit of: (1) the Developer; and (2) the Homeowners Association with respect to the easements over the Outlot.

**The restrictions set forth in this Section may not be modified or removed without the prior written approval of both the Village of Sturtevant and Racine County.**

#### 29. WETLANDS

Lots 1, 2, 3, 4, 9, and 10 contain wetland areas located within the lot boundaries. Other than in designated building or landscaping areas, there shall be no outbuildings, fences, jungle gyms, swingsets, play stations, landscaping, gardens, or other items allowed within the wetland areas. In addition, the dumping of yard waste including, but not limited to, grass clippings and tree or brush limbs, is prohibited. Placement of items within the wetland areas by individual lot owners will require removal of those items at the owners expense and failure to remove those items by the owner will result in the Developer, or Homeowners Association, removing the offending item(s) with the cost for removal charged to the lot owner. The Homeowners Association shall notify the violator, in writing, of the existing violation and the time frame during which the violation must be removed. In the event a lot owner continues to dispose of yard waste within the wetlands after notification of a violation, each and every subsequent violation thereafter shall be subject to not only the cost to remove the violation but an additional fee of \$250.00 which may be levied by the Homeowners Association and recorded as a lien against the offending property.

**The restrictions set forth in this section may not be modified or removed without the prior written approval of the Village of Sturtevant.**

#### 30. HOMEOWNERS ASSOCIATION

Developer has formed the Homeowners Association for the lot owners in the Subdivision. The purpose of the Homeowners Association is to protect and maintain those areas within the Subdivision which are designated as wetlands and, if necessary, to maintain other easement areas designated by the Plat.

The initial Board of Directors shall consist of:

Raymond C. Leffler	Director
Heidi S. Tremmel	Director
Kurt J. Kamm	Director

The Homeowners Association shall be managed by the Board of Directors appointed by the Developer until such time as the Homeowners Association is turned over to the lot owners according to the By-Laws for the Homeowners Association. Each owner has been provided with a copy of the By-Laws. The Homeowners Association will be governed by the By-Laws as established according to the laws of the State of Wisconsin.

**The Homeowners Association may not be terminated, regardless of the vote of the members of the Association, without the express written approval of the Village of Sturtevant.**

### 31. HOMEOWNERS ASSOCIATION RESERVE FUND & ANNUAL FEE

Upon the transfer of title from the Developer to the initial purchaser, for each individual lot within the Subdivision, the purchaser shall, at the time of closing, pay a Reserve Fund Deposit to the Homeowners Association in the amount of \$100.00 as a start-up fee. In addition, disclosure is made that the annual fee for the Homeowners Association shall be \$50.00, which shall be pro-rated based on the date of closing. The fee of \$50.00 per year shall be due and payable in advance on the 1<sup>st</sup> day of January of each year. The Homeowners Association may, from time to time, increase or decrease the annual fee after a majority vote of the lot owners at the annual Homeowners Association meeting, or at any special meeting called for this purpose. Written notice of any meeting by the Homeowners Association shall be mailed or delivered to the lot owners last known mailing address as recorded with the Village of Sturtevant for tax purposes.

It is hereby disclosed that the amounts shown above for the annual association fee of \$50.00 and the initial start-up fee of \$100.00 are shown for informational purposes only. The developer retains the right to change the annual association fee and/or the initial start-up fee at any time prior to the transfer of ownership of any lot with no further authorization required. After the transfer of ownership of the first lot in the subdivision, the fees disclosed at the time of purchase may only be changed as outlined in the By-Laws for Loumos Heights.

### 32. STREET TREES

The Village requires the installation of Street Trees within the subdivision. At the time of closing, the initial purchaser of the lot shall be charged \$500.00 to guarantee the installation of at least two (2) trees (one tree on the Lot and one tree in the roadway terrace) of a species approved by the Village of Sturtevant. It shall be the purchaser's responsibility to obtain the then current list of approved street trees by the Village of Sturtevant and to verify the then current size requirement. As of the drafting of this document, the current Sturtevant Ordinance relating to recommended street trees is Ordinance 18.06(2)(f).

Upon installation of the street tree, and verification by the Village of the installation, the \$500.00 guarantee money shall be refunded to the purchaser. Requests for release of the

guarantee money shall be directed, in writing, to the Village of Sturtevant. The Village shall process the request, review the installation, and release the guarantee funds. Escrowed funds shall only be released to the lot purchaser and will only be released with the written authorization of all lot owners of the individual lots (ie, both spouses must sign the request). Any interest earned on said deposit shall remain the property of the Village to partially offset the cost of administration.

Lot purchasers are expressly put on notice that each Lot owner shall plant at least two trees, measuring at least 2" in diameter at chest height, one in the roadway terrace and one in the Lot's front yard within one year of the date an occupancy permit for the subject property is issued. If at least two such trees are planted within the time allowed, all escrowed funds shall be refunded to the Lots' then-owner. If at least two such trees have not been planted within the allowed time, the Village shall use the escrowed funds to plant said trees. The Village shall not be responsible for any damage to a Lot resulting from such planting. The Lot's purchaser further agrees to care for such trees after installation and to hold the Village and/or Association harmless for any trees that do not survive.

Each lot owner acknowledges that requirement for street trees as stated above and hereby agrees to replace any dead or dying trees located within their lot, with a similar species as approved by the Village of Sturtevant.

### 33. DRIVEWAY AND SIDEWALK REQUIREMENT

All driveways shall be cement. A sidewalk and driveway approach deposit shall be collected from the initial lot buyer at the time of closing in an amount determined by the **Village Building Inspector** to be sufficient to ensure the completion of said improvements. Said deposit shall be held by the Village until such time as the improvements are installed and approved by the **Building Inspector**. Any interest earned on said deposit shall remain the property of the Village to partially offset the cost of administration. A lot owner shall have four (4) years from the date of closing on the lot to complete these improvements. **This time frame shall apply even if no dwelling is constructed within the time allowed in this paragraph 35.** If these improvements are not completed within the time allowed, the Village shall utilize the escrowed funds to complete the improvements. Any excess funds shall be returned to the then lot owner within 30 days of finished improvements' approval by the **Village Engineer**, and any improvement costs above the amount escrowed therefor shall be paid to the Village by the then lot owner within 30 days of written notice from the Village. It is the intent that this sidewalk and driveway approach deposit be collected from the occupant on each lot and not by the builder or developer who may be acquiring the lot for purpose of resale.

### 34. MAILBOXES / U.S. POSTAL SERVICE DELIVERY

Purchasers of lots within the Loumos Heights Subdivision are hereby notified that the United States Postal Service will designate specific locations for the placement of mailboxes which may include single, double, or other mailbox placements. Buyer acknowledges that in order to achieve a uniform appearance throughout the subdivision, Developer will provide and install mailboxes as required by the U.S. Postal Service. At time of closing, buyer shall be

charged an amount of \$450.00 for the mailbox and installation, which is **NOT** included in the purchase price. Each mailbox will carry the house number only. Additional items such as owner's names, personalization and/or decoration will not be permitted. This charge is only applicable on the sale of the lot from the Developer to the initial purchaser and is not refundable if the original purchaser re-sells the lot. Developer shall be responsible for the purchase and installation of the mailbox. Buyer shall be responsible for maintaining, repairing and/or replacing the mailbox as needed. Developer shall have no further responsibility for the mailbox upon sale.

### 35. BASEMENT RESTRICTION

Although all lots in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 236 Wisconsin Statutes, some lots may contain soil conditions which, due to the possible presence of groundwater near the surface, may require soil engineering and foundation design with regard to basement construction. It is recommended that either a licensed professional engineer or other soils expert design a basement and foundation which will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that special measures be taken. Soil conditions should be subject to each owners special investigation prior to construction and no specific representation is made herein.

### 36. ASSIGNMENT OF RIGHTS

These Restrictive Covenants provide for certain rights granted to the Village of Sturtevant. Assignment by the Village of Sturtevant of its interest in these Restrictive Covenants will occur automatically to any successor entity or entities, including any municipality of municipalities established under Wisconsin law with jurisdiction over part or all of the area now occupied by the Village.

### 37. AGREEMENT TO TERMS

By acceptance of a conveyance of property which is subject to this declaration, the grantee, mortgagee, or transferee thereof acknowledges, accepts and agrees to each and every term, right, duty and obligation herein contained and the right of enforcement of this declaration as aforesaid. These Restrictions shall run with the land and shall inure to the benefit of the Village of Sturtevant. These Deed Restrictions may only be amended with the written consent of the Village of Sturtevant.



IN WITNESS WHEREOF, TNG 29, LLC has caused these presents to be executed this 8th day of May, 2018.

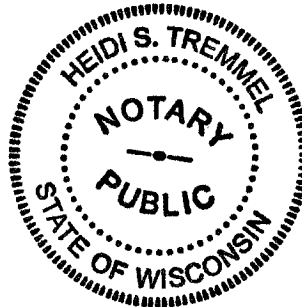
TNG 29, LLC.

By: Raymond C. Leffler  
Raymond C. Leffler Sole Member

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF RACINE )

Personally came before me this 8th day of May, 2018, the above named Raymond C. Leffler, Sole Member of TNG 29, LLC., to me known to be the persons who executed the foregoing instrument as an act of the corporation, by its authority.

Heidi S. Tremmel  
\* Heidi S. Tremmel  
Notary Public - State of Wisconsin  
My Commission expires: 2/7/22



Attachments: Exhibit A – Legal Description

Document drafted by: Raymond C. Leffler  
Return to: 8338 Corporate Dr., Ste. 300  
Mt. Pleasant, WI 53406

## EXHIBIT "A"

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26, Loumos Heights, located in the East 1/2 of the Northwest 1/4 of Section 27, Town 3 North, Range 22 East, in the Village of Sturtevant, Racine County, Wisconsin.

Lot	Key No:	Address:
1	51-181-03-22-27-011-010	3142 KARNOPP CT, STURTEVANT, WI 53177
2	51-181-03-22-27-011-020	3128 KARNOPP CT, STURTEVANT, WI 53177
3	51-181-03-22-27-011-030	3122 KARNOPP CT, STURTEVANT, WI 53177
4	51-181-03-22-27-011-040	3133 KARNOPP CT, STURTEVANT, WI 53177
5	51-181-03-22-27-011-050	3147 KARNOPP CT, STURTEVANT, WI 53177
6	51-181-03-22-27-011-060	8448 WESTBROOK DR, STURTEVANT, WI 53177
7	51-181-03-22-27-011-070	8436 WESTBROOK DR, STURTEVANT, WI 53177
8	51-181-03-22-27-011-080	3146 LOUMOS CT, STURTEVANT, WI 53177
9	51-181-03-22-27-011-090	3130 LOUMOS CT, STURTEVANT, WI 53177
10	51-181-03-22-27-011-100	3125 LOUMOS CT, STURTEVANT, WI 53177
11	51-181-03-22-27-011-110	3139 LOUMOS CT, STURTEVANT, WI 53177
12	51-181-03-22-27-011-120	3155 LOUMOS CT, STURTEVANT, WI 53177
13	51-181-03-22-27-011-130	3171 LOUMOS CT, STURTEVANT, WI 53177
14	51-181-03-22-27-011-140	3187 LOUMOS CT, STURTEVANT, WI 53177
15	51-181-03-22-27-011-150	3203 LOUMOS CT, STURTEVANT, WI 53177
16	51-181-03-22-27-011-160	3217 LOUMOS CT, STURTEVANT, WI 53177
17	51-181-03-22-27-011-170	8401 WESTMINSTER DR, STURTEVANT, WI 53177
18	51-181-03-22-27-011-180	8413 WESTMINSTER DR, STURTEVANT, WI 53177
19	51-181-03-22-27-011-190	8425 WESTMINSTER DR, STURTEVANT, WI 53177
20	51-181-03-22-27-011-200	8437 WESTMINSTER DR, STURTEVANT, WI 53177
21	51-181-03-22-27-011-210	8428 WESTMINSTER DR, STURTEVANT, WI 53177
22	51-181-03-22-27-011-220	8442 WESTMINSTER DR, STURTEVANT, WI 53177
23	51-181-03-22-27-011-230	8450 WESTMINSTER DR, STURTEVANT, WI 53177
24	51-181-03-22-27-011-240	8455 WESTBROOK DR, STURTEVANT, WI 53177
25	51-181-03-22-27-011-250	8443 WESTBROOK DR, STURTEVANT, WI 53177
26	51-181-03-22-27-011-260	8431 WESTBROOK DR, STURTEVANT, WI 53177