EXHIBIT A RESOLUTION 2007-27
(3-20-07 #2)
LOUMOS HEIGHTS

DECLARATION OF PROTECTIVE COVENANTS

This Declaration of Protective Covenants ("Covenants") is made by the Village of Sturtevant, an incorporated municipality, ("Declarant"), record title owner of lots 1 through 26 of Loumos Heights, a platted subdivision ("Subdivision"), located in the NE ¼ of the NW ¼ of Section 27, Township 3 North, Range 22 East, Village of Sturtevant, Racine County, Wisconsin. The Declarant desires to impose these Covenants upon each Subdivision lot ("Lot") for the purpose of insuring a coordinated, harmonious and orderly development of the Subdivision. These Covenants provide for an appropriate improvement of each Lot, protect Lot owners against such use of surrounding Lots as could detract from the value of each Lot, guard against the erection upon Lots of poorly designed dwelling structures ("Dwellings"), seek to ensure a harmonious use of color schemes and materials, and encourage and secure the erection of attractive and appropriately placed Dwellings.

THEREFORE, the Declarant imposes these Covenants upon all Lots and Lot owners. These Covenants shall run with the land and shall be binding upon Lot owners, their heirs, personal representatives, successors or assigns, and all parties claiming under them. All Federal, State, County and Village laws, rules, ordinances and orders shall supersede anything contained in these Covenants except insofar as these Covenants are more restrictive.

ARTICLE 1. GENERAL

1. Homeowners' Association. Declarant shall establish the Loumos Heights Homeowners' Association ("Association"), a Wisconsin non-stock corporation, to administer the Subdivision as provided herein. Declarant shall provide in the Association's bylaws for the governance and administration of the Association, the Subdivision and all Subdivision common areas. The Association may, but need not, adopt and amend rules that are binding on all Lot owners and occupants to effectuate this purpose. The Association shall also administer and enforce these Covenants, its bylaws, any rules it promulgates, and all other uses of and restrictions on the Subdivision. Until the establishment of the Association, all powers of the Association shall be exercised by Declarant. Declarant shall establish the Association no later than (1) thirty (30) days after the issuance of an occupancy permit for the last Lot or (2) Declarant's written election to waive its rights to control, whichever comes first.

2. Association Assessments. The Association shall have the power to levy an annual assessment against each Lot for the purpose of defraying, in whole or in

part, the costs incurred by the Association. The annual assessment shall be levied by the Association and mailed to Lot owners no later than January 31 of each year. Annual assessments shall be payable on or before March 31 of each year. Each Lot owner's annual assessment shall be 1/26 of the Association's total assessment. The initial buyer of each Lot agrees to deposit $100 at closing toward the Association's initial costs. There shall be no fees collected by the Association beyond the initial $100 per Lot until the year 2009.

3. Delinquent Assessments. If an Association assessment is not paid when due it shall be delinquent and shall accrue interest at the rate of 12% per annum. An unpaid assessment, together with interest thereon and the costs of collection (including actual attorneys fees incurred by the Association), shall also become a lien against the Lot as of the date the assessment became delinquent. The Association may also bring an action against the Lot owner to collect the unpaid assessment or to foreclose the lien against the Lot, or both, and, if successful, the Association shall be entitled to recover its interest, court costs, actual attorneys fees and related costs, in addition to the amount of the delinquent assessment.

4. Assessment Payment Certificates. The Association shall, upon demand, furnish a Lot owner with a certificate in writing signed by an officer of the Association setting forth whether all assessments against the owner's Lot have been paid. Such certificate shall be conclusive evidence of the payment of any and all assessments therein stated to have been paid.

5. Covenants Enforcement. Declarant, any Lot owner or the Association shall also have the right to enforce all of the terms and provisions of these Covenants against any person or persons violating or attempting to violate any Covenant, to restrain said violation before or as it is occurring and/or to recover damages for said violation. Any person violating or attempting to violate any of the terms and provisions of these Covenants shall pay all reasonable attorneys' fees and costs incurred by the Declarant, the Association or the Lot owner successfully enforcing these Covenants.

6. Covenants Amendment. These Covenants may be amended at any time by a two-thirds vote of the Association and with the written approval of the Village Board of Trustees.

7. Subdivision Easements. Declarant or the Association may enter into easements and other agreements on behalf of the Subdivision for such purposes as are necessary for the orderly maintenance and operation of the Subdivision and/or the Association.

8. Covenants Duration. These Covenants shall run with the land and shall be binding on all Lot owners and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which time the Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument to amend or release these Covenants is signed by

the then-owners of a majority of the Lots and such instrument is duly recorded in the office of the Racine County Register of Deeds.

9. Severability. Invalidation of any one provision of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

ARTICLE 2. GENERAL USE RESTRICTIONS

1. Wetland Protections. There are wetland protective areas as shown on the final Subdivision plat. Any impervious area located within the wetland protective area must drain towards the roadway.

2. Easements. Easements for installation and maintenance of utilities, drainage facilities, and storm water retention areas are reserved as shown on the recorded Subdivision plat. Within these easements, no structure, planting or other materials shall be placed or be permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each Lot and all improvements in it shall be maintained continuously by the Lot's owner.

3. Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in containers, which shall themselves be kept in a clean and sanitary condition. Each Lot owner shall provide for waste disposal on a regular schedule unless otherwise provided by the Village of Sturtevant.

4. Business Operation. No business or commercial structure shall be erected or allowed to operate on any Lot except as permitted by Village of Sturtevant zoning code to home occupations and home offices.

5. Vehicle Storage. No camper, motor home, recreational vehicle, boat, trailer, bus, truck of more than two-and-one-half (2 ½) tons empty weight, motorcycle 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.

6. Animals. No animals except household pets (provided that they are not kept, bred or maintained for commercial purposes) may be kept within the Subdivision. Invisible electronic underground dog fences are permissible provided, however, that if a Lot owner's dog ever leaves the Lot unleashed or not under the control of its owner, the animal will be considered running at large and will be subject to Village Ordinances.

7. Signs. No sign of any kind may be displayed to the public view on any Lot except a "For Sale" sign, the sign of a contractor during the time of Dwelling's

construction or signs protected by law. Notwithstanding the above, Declarant may place such signage on Lots it owns as it deems appropriate. Declarant also reserves the right to install subdivision signage on any Lots within required setbacks. If, however, there is an existing residential structure on a Lot at the time of signage installation, said signage shall be placed not closer than 30' from the Dwelling.

8. Grading. Lot grades have been established as part of a master grading plan approved by the Village of Sturtevant. All Lot owners are responsible for maintaining the approved Lot grades, and no Lot grade may be changed unilaterally by any Lot owner without prior Village of Sturtevant approval.

ARTICLE 3. SPECIFIC ARCHITECTURAL RESTRICTIONS

1. Architectural Control Committee. After its creation, the Association shall serve as the Architectural Control Committee unless and until the Association delegates the function to an Architectural Control Committee created and appointed by the Association for that purpose. Until the Association is created by Declarant, the Village Building Inspector shall serve as the Architectural Control Committee for the purpose of enforcing these Covenants.

2. Residential Dwellings. No Lot shall be used for other than residential purposes. No buildings may be erected, altered, placed or permitted to remain on any Lot other than a single detached single-family Dwelling not to exceed two stories in height. No structure of a temporary character, trailer, basement, tent, or garage may be used on any Lot at any time as a residence, either temporarily or permanently. All Dwellings shall have, at a minimum, a two-car private attached garage. Single story Dwellings shall be a minimum of 1,500 square feet on the main level. A bi-level Dwelling shall be a minimum of 1,100 square feet on the main level and 1,500 square feet shall be fully finished. A tri-level Dwelling shall be a minimum of 950 square feet on the main level and 1,600 square feet shall be fully finished. A two-story Dwelling shall be a minimum of 1,000 square feet on the main level and 1,900 square feet shall be fully finished. No outbuildings are permissible. No Dwelling shall be built with less than a 5/12-roof pitch. All Dwellings shall be sided with vinyl, aluminum, brick, cedar, stone or some combination thereof, provided, however, that all Dwellings shall have at least 50% of the front elevation surface shall be sided with brick. Further, if any 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.

3. Dwelling Design/Location. No Dwelling shall be erected, placed or altered on any Lot until the construction plans, specifications, and a plan showing the location of the Dwelling have been reviewed and approved in writing by the Village Building Inspector or Architectural Control Committee for compliance with these Covenants. All set backs must meet the minimum setback requirements set forth on the Subdivision plat or, if none, in Village of

Sturtevant's Code of Ordinances. No fence or wall shall be erected, placed or altered on any Lot unless similarly approved. All approvals, and particularly those utilizing non-traditional or contemporary designs, may be denied solely based on harmony of external design as determined by the Village Building Inspector or Architectural Control Committee. In the event the Village Building Inspector or Architectural Control Committee fails to approve or disapprove submitted plans within thirty (30) days and/or if no lawsuit has been commenced challenging such construction within six (6) months of the completion thereof, approval will not be required and the construction shall be deemed to comply with all related Covenants.

4. Driveway and Sidewalks. 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 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 two years from the date of closing on the Lot to complete these improvements. 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.

5. Fences. No fences may be higher than forty-eight (48) inches. All fences shall be constructed of quality wood or, if approved by the Village Building Inspector or Architectural Control Committee, vinyl-simulated wood. Chain-link or stockade-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. Fences may be placed within a public easement area only with the Village's prior approval and only at the Lot owner's risk and expense. Fences are subject to all applicable zoning ordinances, governmental easements, drainage restrictions and building codes, and Building Inspector or Architecture 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.

6. Swimming Pools. Swimming pools are subject to all applicable zoning ordinances and building codes. Swimming pools may not, at any point, be higher than forty-eight (48) inches above the immediately adjacent final Lot grade. Swimming pools may not have a water surface area in excess of six hundred sixteen (616) square feet. Above ground swimming pools must be screened by a screening type, size and placement as approved by the Village

Building Inspector or Architectural Control Committee so as to conceal the outside of the pool. A swimming pool's exterior color, lighting, deck, stairs and materials that surround the swimming pool at grade level (i.e. grass, concrete, brick paver, decking, sand or stone) shall also be approved by the Village Building Inspector or Architectural Control Committee. A detailed landscaping plan must be submitted and approved by the Village Building Inspector or Architectural Control Committee prior to any swimming pool construction. The Lot owner must insure that the swimming pool and landscaping are maintained to a quality appearance. Swimming pools are subject to all applicable zoning ordinances, governmental easements, drainage restrictions and building codes, and Building Inspector or Architecture Control Committee approval of the placement and/or design of a swimming pool shall not be construed as conferring any legal right to construct said pool.

7. Trees. At the closing of the first sale of each Lot, $500 shall be escrowed to the Village of Sturtevant for purposes of installing at least two trees (one tree on the Lot and one tree in the roadway terrace). 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 Lot's 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.

8. Mailboxes. The location and style of all mailboxes shall be determined by the Village Building Inspector or the Architectural Control Committee prior to the mailbox's placement.