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Lomijia Highlands
Declaration of
Covenants

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Recording Area

Name and Return Address

PHOENIX III LLC
6143 N. 5270 ST. ANDREW'S CT
MENOMONEE FALLS WI. 53051

Parcel Identification Number (PIN)

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LOMIRA HIGHLANDS

**Declaration of Covenants, Conditions and Restrictions
Lomira, WI**

THIS DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS for Lomira Highlands, Lomira, WI is made this 21 day of Aug., 2007, by Phoenix III, LLC (Developer).

WHEREAS, Developer is the owner of _____ real property in Dodge County, Wisconsin, that will be developed as a residential subdivision, described as follows:

Space for Legal Description

See ex. "A"

NOW, THEREFORE, Developer declares that all of the property described in this instrument shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to benefit each owner.

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1. Purpose.

- a. **The purpose of these restrictions is to provide for the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community.**
- b. **These restrictions thereby provide to each site owner the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of the site than is necessary to insure the same advantages to the other site owners**

2. Land Use and Buildings

- a. **All lots will be used for single-family dwellings only, with the exception of Lots No. 1-6 and 28-57, which will allow single family residential or duplex. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling or duplex.**
- b. **All homes and duplexes shall not exceed two and one-half stories in height.**
- c. **All home and duplexes shall have a minimum an attached two-car garage but not more than a three car garage.**
- d. **All homes must have a roof with a minimum of 6/12 pitch.**

- c. No building shall be moved onto any lot. Homes must be stick built on site. With approval of Developer, component walls may be used if they are completely open. Windows, insulation, wiring or drywall may not be attached to component walls prior to on site construction.
- f. Landscaping shall be completed prior to occupancy per Village of Lomira ordinances. The Village's building inspector may defer this requirement for up to eight (8) months following occupancy.
- g. Each lot owner is responsible for the cost of a concrete sidewalk and driveway to be installed prior to occupancy. Sidewalks shall be built to Village specifications. Any lot on which no dwelling has been constructed for a period of five (5) years after approval of the final plat shall have a sidewalk constructed along all street yards at the expense of the lot's owner.
- h. Each lot has a 4-inch storm sewer. Each owner's sump pumps must be hooked up to this storm sewer. Homeowners must also hook up downspouts to this storm sewer.

3. Nuisances.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4. Signs.

No sign of any kind shall be displayed to the public view on any lot, except

- a. One sign of not more than one (1) square foot for advertising or professional use
- b. One sign of not more than eight (8) square feet used by a builder to advertise the property during the construction and sales period. Developer shall have the right to erect larger signs when advertising the subdivision, subject to approval by the Village.

5. Set-Backs

All buildings must be set back 30 feet from street right-of-way line and a minimum of 12 feet from each side lot line. Rear yard setback shall be a minimum of 25 feet

6. Basement and Garage Concrete.

All homes and garages shall have basements or standard four-foot masonry frost walls.

7. Completion.

Construction of all building structures must be completed within nine (9) months of initiation of construction. Construction initiates when building materials arrive on site or excavating begins. All homes and garages shall be completed before home is occupied in accordance with Village of Lomira ordinances.

8. Used Buildings.

No used buildings shall be moved onto any lot.

9. Easements.

Easements for the installation and maintenance of utilities and drainage facilities are reserved within the dedicated roadways, drainage ways and areas shown on the recorded plat.

10. Minimum Floor Plan Size.

The following shall be the minimum floor areas for homes to be constructed.

- a. The ground floor of a one-story house shall be a minimum of 1,400 square feet, exclusive of the garage.
- b. The ground floor of a one and one half, two or two and one half story house shall be a minimum of 1,000 square feet, exclusive of the garage. Total square footage of both floors shall be a minimum of 1,800 square feet.
- c. The ground floor of a split level, tri-level or quad shall be a minimum of 600 square feet. Above ground floor area shall be a minimum of 600 square feet and below ground floor area shall be a minimum of 600 square feet. Total finished floor space shall not be less than 1,400 square feet.
- d. Finished basements, garages, sun porches and open porches are not included in computing floor areas.

11. Minimum and Maximum Grades.

Finished grades have been established on the "Site Design Plan". All foundation grades must be adhered to. Grades will be given to the land purchaser at the time of the lot sale or by calling the Developer.

12. Fences and Walls.

Any fence erected or placed facing any street within the subdivision, or extended along the side of the lot toward the front or street side beyond the front wall of the residence, will not extend (4) feet in height and will be constructed of wood. Foliage or hedge fences are permitted facing any street to a maximum height of (4) feet. No metal yard fences are allowed. Any fence will need prior approval from the applicable board or committee of the Village of Lomira and the Developer. The Village and Developer will take into consideration the type of fence and the other property owner's concerns.

13. Pets, Livestock and Poultry

No animals, livestock poultry, fowl, reptiles or pigeons of any kind shall be raised or bred or kept on any lot with the exception of a dog or cat, which shall be limited in number to a total of two in any one household, or goldfish, a parakeet, or a hamster provided that said pets are not kept, bred or maintained for any commercial purpose. However, nothing contained herein shall be construed to permit the keeping of any dog, cat or other pet which shall in any way constitute a nuisance.

14. Accessory Buildings.

All accessory buildings must have at least 100 square feet of floor area and shall not exceed 170 square feet of floor area. Buildings must have a 4" concrete floor. The buildings shall be constructed of 2x4 construction, or equal, shingled roof with a minimum 4/12 pitch or gambrel type design with harmonious siding.

15. Campers, Recreational Vehicles, Boats, Trailers and Garden Tractors.

All of the aforementioned vehicles must be stored inside. No school buses, semi-tractors and/or trailers shall be parked anywhere within the boundaries of Lomira Highlands.

16. Division of Lots.

No lots shall be re-subdivided to create a larger number of lots and not more than one residence shall be erected or constructed upon any lot.

17. Out-Lots.

The term "Out-Lots" should be deemed to include any out-lot held in individual fractional ownership by individual lot owners, as required by the provisions of any plat, certified survey map and/or subdivision approval, and any signage and/or landscaping easement established for the common benefit of lot owners.

Special assessments for maintenance on the storm water ponds may be required, for example, removing accumulated silt, and these special assessments would be apportioned equally against all lots whose drainage flows into that pond.

18. Terms.

The covenants and restrictions herein contained, shall be in effect until 10-1-16 after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument terminating or reducing the term shall be executed and recorded in accordance with the requirements and procedures set forth in the following paragraph.

19. Amendment.

These covenants and restrictions, may be removed, modified, annulled, waived, changed and/or amended at any time and in any manner by a written declaration setting forth such amendment or changes which has been executed by the owners of at least 65% of the lots in said Plat, in such form as to entitle it to be recorded in the Register's Office for Dodge County, Wisconsin; provided, however that such amendment or changes to be effective shall require the written approval, in recordable form of the original plat, so long as they own any of the lots in their Plat; further provided, however, that the written approval of owners shall not be required if the only lots they own are for their personal residential purposes. Any amendment shall also require approval by the Village of Lomira.

20. Enforcement.

Enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, to restrain a violation or to recover damages. The Village of Lomira is not responsible for enforcement of these covenants.

21. Severability.

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

This DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS is executed by PHOENIX III, LLC, the owner of Lomira Highlands. In addition to this document, we advise all interested parties to obtain a copy of all applicable Village Ordinances.

In WITNESS WHEREOF, the Developer has signed and sealed this instrument this 21 day of August, 2007.

PHOENIX III, LLC

By: [Signature] President

By: [Signature] Secretary

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State of Wisconsin)
 : ss
County of Dodge)

Personally came before me this 21st day of August, 2007, the above named Manfred Knoll and Kvalita Zvers, to me known to be the persons who executed the foregoing instrument, and acknowledged the same and acknowledged that they executed the same of the said corporation, Phoenix III, LLC., by its authority.

[Signature]
Notary Public Dodge County, WI
My commission 5/17/09



Ex. "A"

SURVEYOR'S CERTIFICATE

I, Eric R. Otto, Registered Land Surveyor, hereby certify:

That I have surveyed, divided, and mapped the plot of Lomira Highlands, being a part of Lot 3, Certified Survey Map No. 5143, recorded in Volume 33, Page 165, Certified Survey Maps, Dodge County Register of Deeds Office, being a part of the Northwest 1/4 of the Northeast 1/4, and part of the Northeast 1/4 of the Northeast 1/4 of Section 15, T. 13 N. -R. 17 E., Village of Lomira, Dodge County, Wisconsin and more particularly described as follows:

Commencing at the Northeast corner of the Northeast 1/4 of said Section 15; thence South 00°-20'-05" East along the East line of the Northeast 1/4 of said Section 15, 1321.84 feet; thence North 89°-51'-05" West along the South line of the North 1/2 of the Northeast 1/4 of said Section 15, 874.73 feet to the point of beginning; thence continuing North 89°-51'-05" West along said South line, 1150.65 feet;

thence North 00°-34'-38" West, 215.02 feet;

thence South 89°-51'-05" East, 44.69 feet;

thence North 00°-34'-38" West, 145.01 feet;

thence South 89°-51'-05" East, 100.01 feet;

thence North 00°-34'-38" West, 345.03 feet;

thence South 89°-51'-05" East, 100.01 feet;

thence North 00°-34'-38" West, 200.02 feet;

thence South 89°-51'-05" East, 70.01 feet;

thence North 00°-34'-38" West, 150.01 feet;

thence South 89°-51'-05" East, 640.05 feet;

thence South 00°-34'-38" East, 674.07 feet;

thence South 89°-51'-05" East, 184.13 feet to a point on the West right of way line of Richard Street;

thence South 00°-50'-25" East along said West right of way line, 381.04 feet to the point of beginning and containing 21.32 acres (929,019 sq. ft.) of land more or less.

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That I have made such survey, land division, and plat by the direction of Phoenix II, LLC, owners of said land. That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision thereof made. That I have fully complied with the provisions of Chapter 230 of the Wisconsin Statutes and the Subdivision Ordinance of the Village of Lomira in surveying, dividing, and mapping the same.