

Restrictive Covenants for Daybreak Estates 1<sup>st</sup> Addition, Village of Denmark, Brown County, WI

Recorded in Volume \_\_\_\_\_ of plats, Page \_\_\_\_\_  
Document Number \_\_\_\_\_ Time \_\_\_\_\_

1) Purpose: The purpose of these restrictions is to insure 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, and thereby insure each lot owner the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of the lot than is necessary to insure the same advantages to the other lot owners.

2) Land Use And Buildings: All lots will be used for single family dwellings only. No building shall be erected, altered, placed, or permitted to remain on any lot other than a single family dwelling and outbuildings provided for in these covenants. No building erected elsewhere shall be moved onto any lot. All homes shall have a full basement, have a minimum roof pitch of 6/12, and shall be site constructed.

3) Minimum Requirements: Residences must meet the following minimum space requirements. (Excluding garages, basement-finished or unfinished, open porches, sun porches, three seasons rooms, and breezeways.

Lots 1-10 and 30-42 :

- a) Single story ranch: 1450 sq. ft. All ranch homes must have a minimum 25% brick or stone on the front elevation of the home.
- b) Two story or multi-level homes: 1700 sq. ft.

Lots 11-29:

- a) Single story ranch: 1700 sq. ft. All ranch homes must have a minimum 50% brick or stone on the front elevation of the home.
- b) Two story or multi-level homes 2000 sq. ft.

Lots 43-52 and lot 66:

- a) Single story ranch: 1350 sq. ft. All ranch homes must have a minimum 25% brick or stone on the front elevation of the home.
- b) Two story and multi-level homes: 1450 sq. ft.

Lot 53 is the only duplex lot in the first addition. The duplex shall have a minimum 1000 sq. ft. per side for a single story or two story structure. A ranch shall have a minimum 25 % brick or stone on the front elevation. Each side of a duplex must have an attached two car garage. All other terms of the restrictive covenants apply including plan review.

Lots 54-65 and 67-77

- a) Single story ranch: 1500 sq.ft. All ranch homes must have a minimum 33 % brick or stone on the front elevation of the home.

b) Two story and multi-level homes: 1800 sq. ft.  
All homes shall be constructed with an attached garage of not less than 450 sq. ft.

4) Developer Review: The developer reserves the right of architectural and design review for homes proposed to be constructed in the subdivision. The developer's review shall include but not be limited to the covenants within this document as well as the overall design and placement of the proposed structure. The intent of this review is to encourage the same quality and standards throughout the development. Proposed plans shall be given to the developer prior to seeking a building permit from the Village of Denmark. The developer shall review and comment on the proposed plan within 10 days of receipt of the plan. Failure to comment, by the developer, within 10 days shall constitute approval.

5) Removal of Dirt: No fill shall be removed from the subdivision without written consent from the developer. So long as the developer owns any lot, developer reserves the right to direct the disposition of any dirt (soil) that is to be moved from the lot.

6) Grading: No owner shall so grade his or her property in a manner inconsistent with the storm water management and drainage plan. The final grading on all properties shall be pitched and graded in such a manner as to provide positive drainage away from the main structure. No property shall be allowed to be graded in such a manner that storm water would flow onto or negatively affect adjoining properties. Lots 43-53 do not have storm sewer available to them but may be required to hook up at a future date.

7) Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any parcel at any time as a residence either temporarily, or permanently. No structure other than a fully completed residence shall be occupied.

8) Completion Date: All homes must be completed twelve months after commencement of building and shall not be occupied prior to being completed. Initial landscaping and lawn must be completed within 12 months after commencement of building. All driveways must be hard surfaced within 12 months after the commencement of building.

9) Access: During construction, no access to the building site shall be allowed over adjacent lots. If any damage is done to the adjacent lots, the owner of the home under construction shall restore or pay the developer for the restoration of said property to its pre-damaged condition.

10) Maintenance:

a) Parking: Non-operable vehicles, boats, trailers, RV's, campers, and other such vehicles may not be parked or stored outside for more than 2 weeks. Storage, temporary or permanent of these vehicles must be kept in an enclosed garage. Vacant lots may not be used for parking or storage of any kind.

b)Landscape: All lawns and landscaping shall be maintained in an attractive manner. All lawns must be kept clipped; no "wildlife" or "prairie" lawns are permitted. The cutting and storage of firewood shall be contained to an area concealed from the view of neighbors and be maintained in an orderly fashion.

11) Accessory Buildings: One accessory building shall be allowed per lot and shall not exceed 12x12. All buildings shall have a concrete floor. Any accessory building shall be built on site of 2x4 construction or equal, with a shingled roof with a minimum 6/12 pitch. The accessory building shall be constructed of similar materials, in a manner to be harmonious in style and color to the principal structure. Lot 65 will not be required to conform to the size requirement as long as any accessory building has a minimum 200 ft. setback and is constructed of materials similar to the residence.

12) Allowable Structures other than Accessory Buildings:

a) Pets: Dog kennels cannot exceed 100 sq. ft. with a maximum height of 6 feet and must respect the same side and rear setbacks as are required for the primary structure. No dog house or kennel shall be allowed in front of the primary structure. All pets must be maintained so that they do not cause a disturbance or create odors which are offensive to neighbors. However, nothing contained herein shall be construed to permit the keeping of any dog, cat, or any other pet which shall in any way constitute a nuisance.

b)Fences: No chain link type fences permitted, decorative fencing may be used. No fences shall be allowed in front of the primary structure and must comply with all Village of Denmark ordinances.

13) These covenants and restrictions may be removed, modified, annulled, waived, changed, or amended at any time and in any manner by a written declaration setting forth such amendment, which has been executed by the owners of at least 75% of the lots in said plat, in such form as to entitle it to be recorded with the Register of Deeds Office for Brown County, Wisconsin, provided, however, that such amendment, to be effective shall require the written approval, of recordable form of developer, so long as he owns any of the lots in this Plat; further provided, however, that the written approval of Developer shall not be required if the only lot he owns is for a primary residence. All covenants set forth within this document shall apply exclusively to this development and in no way shall a variance or special exception to these covenants be pursued through governmental channels associated with the Village of Denmark or Brown County. All rights and responsibilities of the Developer shall expire upon concluding sale of all parcels in said development. If the Developer or heirs of the developer own property within the development for personal residential purposes then their roles and responsibilities within the development shall be the same as that of any other owner within the development.

14) 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 either to restrain a violation or to recover damages. Legal filing of violation of these covenants shall be permitted by any resident of the development, by the Developer if still holding a share of the development, or in the case

of violating the adopted storm water management plan and overall grading plan, then the Village of Denmark shall have the right to file. In the event of litigation to enforce these conditions, covenants, and restrictions, the non performing party or the party violating any of the conditions, covenants, and restriction shall reimburse the Developers and/or owners for all out of pocket expenses(including actual attorney's fees and court costs) incurred in enforcing these conditions, covenants, and restrictions.

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

WITNESS THE HAND OF SAID OWNER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
IN THE PRESENCE OF :

\_\_\_\_\_  
Ryan P. Radue  
President Arnswalde Development LTD.

STATE OF WISCONSIN  
BROWN COUNTY SS  
PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
THE ABOVE NAMED PERSONS TO ME KNOWN TO BE THE PERSON WHO  
EXECUTED THE FOREGOING INSTRUMENT.

\_\_\_\_\_  
BROWN COUNTY, WISCONSIN NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_