Deerbrook Crossing

Restrictive Covenants

1. The purpose of these restrictions is to ensure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to insure 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. Additionally, above and beyond all covenants, all landowners must comply with the City of Manitowoc municipal ordinances, which includes, but not limited to only, nuisances, pets, permit requirements.
2. Lots shall be used for the purpose of single-family residence only. A two-stall garage minimum. Ranch homes shall be a minimum of 1,500 square feet on the first floor. 2 story, 1 ½ story homes shall be a total of minimum 2,000 square feet. No split level homes shall be allowed.
3. All homes shall have a foundation below the frost line.
4. All homes shall have a roof pitch of at least 7/12.
5. All buildings to be erected on site. No building erected elsewhere shall be moved onto any lot or lots within the plat.
6. The restrictions are minimums with flexibility for any well-designed home. Front porches, natural materials, and recessed garages are highly recommended for the fronts of the house. The front of the home shall have 25% or greater of masonry or natural material.
7. No residence shall be erected in the plat until the final plans and site plans used for each building, including elevations have been approved in writing by the proprietors of this plat, or by such person or persons as they may delegate, provided, however, that when a residence is completed it shall be conclusively presumed that this covenant has been complied with. Buyer to provide a full set of blueprints and site plan to the office of the developer. Developer shall have 14 days to review plans. The proprietor of this plat reserves the right of final approval in architectural review.
8. No lot owner shall block, dam, or otherwise obstruct the flow of surface water drainage so as to cause such water to back-up onto the lot of another property owner or so as to restrict the use or enjoyment of any other lot by any other lot owner. Each lot owner is responsible for maintaining the established grade.
9. No sign of any kind shall be displayed to the public view on a lot except only customary name and address signs, and except a lawn sign, limited to one, advertising the property for sale, which sign shall not be larger than five square

feet. Any such sign shall be located outside the public right-of-way. The developer does reserve the right until all lots are sold to place any signage as they see fit. No exterior signage pertaining to home-based businesses or the advertising of such services or products shall be displayed.

10. The grading, seeding, or sodding of lots shall be completed five months after completion of general construction of the property, excluding the months of December, January, February, and March.
11. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may change or interfere with the installation or maintenance of utilities, or which may change the direction of flow of water through drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
12. No temporary structures (including, without exclusion of others, trailers, basements without residence above, tent, shack, garage, or barns of any kind) will be permitted for dwelling purposes.
13. No permanent exterior storage of boats, motor homes, trailers, campers, snowmobiles, jet ski's, RV's or vehicles of any kind permitted on lots within the subdivision. Such vehicles may not be parked on any lot for more than 2 consecutive days, and such vehicles shall not be parked on the lot for more than thirty (30) days within a calendar year. No additional concrete may be placed inside the yard for storage of any kind. No temporary or permanent canopy or covered structures which may include materials of fabric, wood, or metal for the storage of additional objects. No portable storage pods shall be placed for long term storage.
14. No exterior storage of charcoal or gas grills except for on a backyard patio, deck, or porch.
15. Basketball hoops should be permanently mounted. In the event that they are moveable in nature the storage of them is limited to the garage interior. They may not be stored at any time in the backyard or sides of the home.
16. Trash receptacles must be stored in the garage. They may not be stored on the side or rear of the home.
17. Fences are permitted. All fences shall be located behind the front edge of the home. If a fence is to be erected, it shall be a vinyl, wood, painted aluminum or iron fence. No chain link fences are permitted.

18. All dwellings shall be completed within one year after the beginning of construction and every structure must have a permanent finish on the exterior within (6) six months after the start of construction.
19. No horse, cattle, swine, sheep, goats or live poultry of any kind shall be kept on any lot in this plat.
20. No nuisance shall be maintained or suffered to exist in the plat.
21. Satellite dishes less than 20” diameter, mounted on the principal structure, and not visible from the street shall be permitted. All other TV antennas must be contained within the home and not mounted on the roof.
22. Driveways to be concrete. Driveway must be connected to paved road (no gravel between driveway and road).
23. These covenants are enforceable by the proprietors of the plat and/or the owner of any lot in the subdivision by injunctive relief as well as any and every other legal right. If any lot owner or person(s) in possession of any lot or dwelling on any lot within the subdivision shall violate or attempt to violate any of these covenants, it shall be lawful for any other person(s) owning any lot on our dwelling in the subdivision to prosecute and/or commence proceedings at law or in equity against the person(s) violating or attempting to violate any such covenants, either to prevent such person(s) from doing so or to recover damages for such violation or to restrain such violation.
24. All storage sheds of any nature must be approved by the developer. Storage or accessory buildings shall be permitted so that the materials used match the material of the exterior of the principal structure. All storage sheds or accessory buildings shall have a concrete floor. Accessory buildings shall not exceed 400 sq ft.
25. No permanent above ground swimming pools will be permitted on any lot in the subdivision.
26. Flag poles are allowed as long as all lanyards are interiorly mounted inside the pole. All flag poles must remain aesthetically pleasing and well maintained.
27. No newspaper boxes, newspaper tubes or mailboxes allowed in the front yard.
28. Mailboxes will be cluster mailboxes and provided in designated locations throughout the subdivision. In the event that your individual mailbox has an issue, then it is your responsibility to repair/fix while working with the local post service. In the event that the entire cluster box/mounting etc. is in need of replacement or repair then the homeowners that use that box would be responsible for dividing that cost out amongst the number of homeowners that it serves. The developer is not responsible for any repair, replacement of said cluster box once it is initially installed.
29. No exterior kennels or pens for household pets will be permitted attached or detached from home on said property plat.

30. There is to be no permanent clothes lines or clothes poles within the subdivision.
31. All decisions of the developer shall be enforceable against any lot owner if made in good faith exercise of the judgement or discretion of its members so long as such decision is not clearly in conflict with the express provisions of this declaration. Any lot owner or other person seeking to avoid, set aside or challenge any such decision of the developer shall have the burden of proof to establish that such standards were not met at the time the decision was made.
32. The storage of firewood shall be contained to an area concealed from the view of neighbors and shall be maintained in an orderly manner.
33. These covenants shall run with the land, and all future conveyances of any lots of the subdivision shall be subject to the conditions, covenants obligations and restrictions set forth herein. Acceptance of a deed by any purchaser is considered an agreement to observe and abide by such covenants, conditions and restrictions for the protection of all owners of the subdivision. 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:
    a. By the developer as long as the developer owns any lot for sale in the subdivision.
    b. After the Developer has sold all lots, the owners of at least 75% of the lots must agree.
    c. This written Declaration shall be recorded in the office of the Register of Deed for Manitowoc County, Wisconsin.

34. Enforcement of these covenants and restrictions shall be by proceeding at law or in equity against any person or person(s) violating or attempting to violate any covenant or restriction, either to restrain a violation or to recover damages including attorney's fees. Enforcement may be had by any owner of a lot in the subdivision.

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