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**Restrictive Covenants for  
Red Hawk Landing**

Document Number

Document Title

**2892079**  
**CHERYL BERKEN**  
**BROWN COUNTY RECORDER**  
**GREEN BAY, WI**  
**RECORDED ON**  
**02/20/2020 01:30 PM**  
**REC FEE: 30.00**  
**TRANS FEE:**  
**EXEMPT #**

**PAGES: 6**

Recording Area

Name and Return Address

**Basgig Investors, LLC**  
**3619 Woods Edge Way**  
**De Pere, WI 54115**

**LIBERTY**  
**TITLE**  
*epb*

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. **USE BLACK INK.**  
WRDA Rev. 7/2/2010

**Restrictive Covenants  
For  
Red Hawk Landing**

1. Plan Approval: Complete copies of Plans (Construction Blueprints); including plan for each level of the home (above and below ground), all elevations, and site plan must be submitted to Green Viper, Inc hereinafter as G.V. Inc and/or Detrie Builders, Inc, hereinafter as D.B. Inc. for approval prior to the start of construction and shall remain on file with G.V. Inc and/or D.B. Inc.
  - All homes to have a minimum of 6/12 roof pitch.
  - All homes to have a minimum of two stall attached garage.
  - All homes to have some masonry on front (approximately 1/3 of front of house), except Salt box style homes will be exempt from this requirement.
  - All homes to have concrete driveways.
  - All homes to be built on site.
  - All ranch homes to be a minimum of 1,700 sq ft.
  - All one and half and two-story homes to be minimum of 2,100 sq ft.
2. Use Restrictions: Lots 1, 7, 45, and 46 are duplex lots. The remaining lots are single family.
3. Plan Approval/Architectural Control: The improvements of each lot or any alterations thereof shall be subject to the approval of G.V. Inc and/or D.B. Inc, which has the authority to approve or reject the site plan, design, floor plan, color, elevation and site location of improvements of any lot in order to preserve and protect the integrity, harmony and value of the development. Such approval may be evidenced on the blueprint itself or on a separate written instrument, signed by G.V. Inc and/or D.B. Inc.
4. Building Relocation: No building erected elsewhere shall be moved onto any lot or lots within the plat.
5. Temporary Structures: No temporary structures (including within exclusions of others, trailer, basement without residence above, tent, shack, garage, treehouse or barn of any kind) will be permitted for dwelling purposes.
6. Grade: Every house shall have a foundation below frost line. Every house shall be placed on the lot to establish the top of foundation at a minimum of 24" above curb height; with the adjustments being made for the contour of the road and existing homes. Final grade, after construction, the construction area and land occupied by public easement shall not be graded in such a manner to interfere with drainage of storm water of said lot or neighboring lot. Exposed or walk-out lots shall not have lower level openings below the current known high-water elevation for the area. Said use shall be identified with plans submitted for plan approval and the individual lot owner shall be solely responsible to ensure that the structure is properly placed so as to not cause themselves, their neighbors, or the rest of the development drainage problems in the future. During the platting process for Red Hawk Landing there is a drainage plan designed by the engineer. Property owners are responsible to make sure their property is in compliance with this drainage plan at all times; before, during, and after construction. If lot owner is found not to be in compliance with drainage plan and corrections need to be made, it will be done at property owner's expense.

7. Suitability of Soil: During the development process, soil(s) may have been moved onto/off of/across lots in this development. G.V. Inc and/or D.B. Inc. make no representation of warranty whatsoever, express or implied, regarding the physical condition of any lot. G.V. Inc and/or D.B. Inc. recommend prospective buyers, at buyer's expense, have their lot inspected and tested by qualified professional regarding subsurface conditions or any other matter which may be of concern to buyer.
8. Start Date/Completion: Construction of all residences shall be completed on the outside and inside before occupancy and both the inside and outside to be completed within eighteen (18) months of the date of purchase from Green Viper, Inc and/or Detrie Builders, Inc. Building construction shall commence within twelve (12) months of said date of purchase. Completion of a project includes the dwelling and final grading of lot to meet existing grade requirements.
9. Driveways and Lawns/Landscaping: All owners within one (1) year of occupancy shall install a concrete driveway of stable and permanent construction extending from the garage to the street. Until such time that a street is permanently paved, the owner will be required to maintain a temporary apron. Lawn & Landscaping shall be completed within one (1) year of occupancy.
10. Lot Stakes/Corner Markers: Survey Stakes (metal pipes in the ground) identify every lot corner. Whether done by individual lot owner, their builder, or professional surveyor; the lot owner is responsible to locate corner markers. The home must be placed within the legal limits of the plat and the requirements of the Town of Ledgeview. Lot owners shall be solely responsible for maintain all survey markers and must be sure they are not moved or removed during the construction of their individual homes. A disturbance of survey stake by anyone is a violation section 236.32 of Wisconsin Statutes.
11. Fill and Topsoil: Stockpiles of topsoil and fill located on any lot remain the property of G.V. Inc and/or D.B. Inc, and are not part of the sale of any individual lot upon which it may be stock piled. Any fill or topsoil hauled in or out of any lot shall be at the buyer's expense.
12. Maintenance of Vacant Lot: The lot owner is responsible for the maintenance and upkeep of the lot prior to the start of construction, including but not limited to keeping the lot free of trash and debris and cutting long grass and weeds.
13. Construction Debris/Curb Cuts: The owner in accordance with ordinances enforced by the Town of Ledgeview, shall dispose of all debris created during construction, including curb cuts. Any cost incurred by G.V. Inc and/or D.B. Inc, for the removal of such debris shall be billed to the homeowner who is responsible for removing such debris.
14. Outbuildings: Outbuildings or storage sheds: A) shall be of an exterior material to match the roof and siding of the residence. B) shall comply with all zoning regulations and building codes of the Town of Ledgeview. C) shall be limited to one per lot. D) shall not exceed 144 sq ft in size.
15. Exterior Storage: There shall be no exterior storage of trailers, RVs, boats, or inoperable vehicles of any kind on any lots to exceed a two week period. Garbage containers must be kept in garage

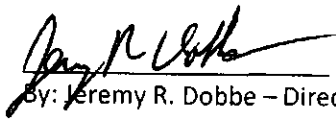
or behind the home when not placed at the roadside for pick-up. Wood for burning must be stored behind the home or inside the garage as well.

16. Fences: No chain link, wood or barricade fences of any kind shall be permitted on any lot. All fences must be located by a professional surveyor and must comply with all restrictions imposed by the Town of Ledgeview. All fences must be approved by G.V. Inc and/or D.B. Inc.
17. Amendments/Changes: Variations from these restrictions may be approved in writing by Green Viper, Inc and/or Detrie Builders, Inc.
18. Duration: The covenants and restrictions of this Declaration shall remain in effect for a period of twenty (20) years from the date hereof and thereafter shall continue automatically be in effect for additional periods of five (5) years unless terminated or otherwise limited by recording of an instrument executed and acknowledged by then owners of at least 75% of the lots covered by this declaration. After G.V. Inc and/or D.B. Inc cease to own any of the lots, the owners, by a majority vote, (each owner having one vote), shall have the right to amend this declaration by an instrument recorded with the Brown County Register of Deeds.
19. Disputes: All covenants disputes/violations are to be reconciled between the parties involved or through the civil court system. G.V. Inc and/or D.B. Inc is not responsible for the correction of such violations/disputes nor the process through which the disputes are remedied. Lot owners will take it upon themselves to remedy all covenant violations.
20. Pets: No more then two dogs or two cats per property. Farm animals are not allowed unless permitted by the Town of Ledgeview ordinances. No outdoor kennels will be allowed.
21. Noise: No ATVs are allowed in the subdivision other than standard lawn mowing/snow removal equipment and implements.
22. Pools: In-ground pools are allowed. Above ground pools must be approved by G.V. Inc and/or D.B. Inc.
23. Signs: No sign of any kind shall be displayed to public view on a lot except only customary name and address signs, and except a lawn sing, limited to one, advertising the property for sale, which sign shall not be larger than six square feet. Any such sign shall be located outside the public road right-of-way. G.V. Inc and/or D.B. Inc do 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.
24. Satellite Dishes: 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.

Variations in any of these covenants may be permitted by G.V. Inc and/or D.B. Inc. where they are reasonably satisfied that such variations will be pleasing and generally in keeping the character of surrounding properties and will not be a detriment to the subdivision as a whole. After G.V. Inc and/or D.B. Inc. no longer owns any lot in the subdivision, request for variations may be submitted to such review committee(s) as may be convened from among the property owners within the subdivision for consideration and approval or rejection.

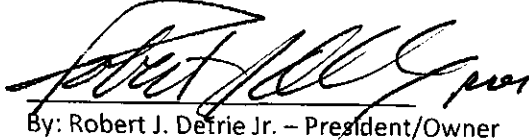
Executed this 14<sup>th</sup> day of February, 2020

Green Viper, Inc



By: Jeremy R. Dobbe – Director of Legal & Compliance

Detrie Builders, Inc



By: Robert J. Detrie Jr. – President/Owner

Basgig LLC



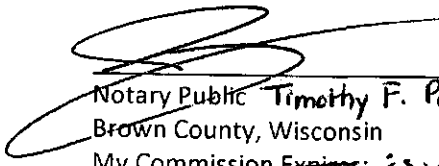
By: Murray Basten – Member

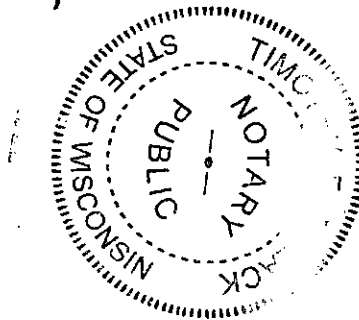


By: Mark Gigot – Member

State of Wisconsin  
County of Brown

Subscribed and sworn to before me this 14<sup>th</sup> day of February, 2020.

  
Notary Public Timothy F. Polack  
Brown County, Wisconsin  
My Commission Expires: 12/31/2021



Drafted by: Robert J. Detrie Jr.

EXHIBIT A

Real Estate Lots One (1) thru Lot Forty-Nine (49) and Outlots One (1) thru Outlot Thirty-Five (35), according to the recorded Plat of Red Hawk Landing, in the Town of Ledgeview, East side of Fox River, Brown County, Wisconsin.