

**Restrictive Covenants for  
Pine Trail Crossing**

Document Number

Document Title



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**CHERYL BERKEN  
BROWN COUNTY RECORDER  
GREEN BAY, WI  
RECORDED ON  
12/13/2018 01:10 PM  
RBC FEE: 30.00  
TRANS FEE:  
EXEMPT #**

**PAGES: 7**

Recording Area

Name and Return Address

**Czachor, Polack + Borchardt  
PO Box 2402  
Green Bay, WI 54306**

Parcel Identification Number (PIN)

**LIBERTY TITLE**

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

### Pine Trail Crossing

1. Plan Approval: Complete copies of Plans (Construction Blueprint); including plan for each level of the home (above and below ground), all elevations, and site plan must be submitted to the Developer for approval prior to the start of construction and shall remain on file with the Developer:
  - All homes to have a minimum of 6/12 roof pitch
  - All homes to have a minimum of 2 stall 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 a concrete driveway
  - All homes to be built on site
  - All ranch homes to be a minimum of 1,500 sq. ft.
  - All 2 story homes to be a minimum of 1,700 sq. ft.
  - Duplexes to have a minimum 750 sq. ft. per side and a minimum of 2 car attached garage per unit
2. Subdivision of Lots: No lot or lots may be subdivided into any parcels, tracts or lots smaller in size than that which was originally conveyed by Developer to the initial purchaser(s). No lot shall contain more than one (1) single family dwelling. Developer reserves unto itself the right to subdivide, re-divide and/or divide into parcels, tracts or lots, any or all of the real property owned by Developer.
3. Developer's Approval/Architectural Control: The improvements on each Lot or any alteration thereof shall be subject to the approval of the Developer which has authority to approve or reject the site plan, design, floor plan, color, elevation and site location of improvements on 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 the Developer for all homeowners.
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 exclusion 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 as to interfere with drainage of storm water of said lot or neighboring lots. 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 insure 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 Pine Trail Crossing 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 the drainage plan and corrections need to be made, it will be done at property owner's expense within six months of discovery.**
7. **Suitability of Soil:** During the development process, soil(s) may have been moved onto/off of/across Lots in this development. Developer makes no representation of warranty whatsoever, express or implied, regarding the physical condition of any Lot. Developer recommends prospective buyers, at buyer's expense, have their Lot inspected and tested by a qualified professional regarding subsurface conditions or any other matter which may be of concern to buyer.
8. **Start Date/Completion:** There is no construction time limit between lot ownership and start date. Projects must be completed within one year of start of construction (issuance of building permit by the City of De Pere). Every structure shall have a permanent finish on the exterior within six months of start. Completion of a project includes the dwelling, the lot, which shall be finally graded to meet existing grade requirements and hard surface driveway. Landscaping to be completed within 18 hours.
9. **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 City of De Pere. Lot owners shall be solely responsible for maintaining all survey markers and must be sure they are not moved or removed during the construction of their individual homes. A disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

10. Fill and Topsoil: Stockpiles of topsoil and fill located on any lot remain the property of the subdivision/developer and are not a part of the sale of any individual lot upon which it may be stockpiled. Any fill or topsoil hauled in or out of any lot shall be at buyer's expense.
11. 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.
12. Construction Debris/Curb Cuts: The owner in accordance with ordinances enforced by the City of De Pere shall dispose of all debris created during construction, including curb cuts. Any cost incurred by developer for removal of such debris shall be billed to the homeowner who is responsible for removal of such debris.
13. Outbuildings: Outbuilding or storage shed shall: A) 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 City of De Pere. C) Shall be limited to one per lot. D) Shall not exceed 144 sq. ft. in size. Plans must be approved by developer prior to construction. No horse, cattle, swine, sheep, goats or live poultry of any kind shall be kept on any lot in this plat. No exterior animal kennels allowed.
14. Exterior Storage: There shall be no exterior storage of trailers, RVs, boats, inoperable vehicles of any kind on any lots.
15. Fences: No chain link 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 City of De Pere. Must be approved by developer before construction of fence. Invisible fencing will be allowed.
16. Variations in any of these covenants may be approved by the developer at its sole discretion where he is reasonably satisfied that such variations will be pleasing and generally in keeping with the character of surrounding properties and will not be a detriment to the subdivision as a whole. After the developer no longer owns any lot in the subdivision, requests 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.
17. 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 or enlarged by the recording of an instrument executed and acknowledged by the then owners of at least 75% of the lots covered by this Declaration.

18. All covenant disputes/violations are to be reconciled between the parties involved or through the civil court system. Developer 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.

Executed this 10<sup>th</sup> day of December, 2018

DEVELOPER: BASGIG Investments, LLC

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Mark Gigot

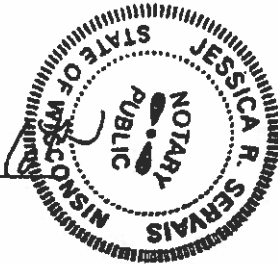
By: Mark Gigot, member

Brown County, Wisconsin

~~By: Murray Basten~~

~~Brown County, Wisconsin~~

Subscribed and sworn to before me this  
day of December, 2018



Jessica R. Servais

Notary Public: Jessica R. Servais  
Brown County, Wisconsin

My Commission Expires: 11/7/2022

Drafted by: Keith Garot

18. All covenant disputes/violations are to be reconciled between the parties involved or through the civil court system. Developer 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.

Executed this 13<sup>th</sup> day of December, 20 16

DEVELOPER: BASGIG Investments, LLC

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Mark Gigot

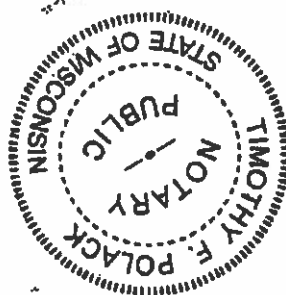
By: Mark Gigot

Brown County, Wisconsin

Murray Barten

By: Murray Barten, member

Brown County, Wisconsin



Subscribed and sworn to before me this 13<sup>th</sup>  
day of December, 20 16

Timothy F. Polack

Notary Public: Timothy F. Polack

Brown County, Wisconsin

My Commission Expires: 3 permanent

Drafted by: Keith Garot

**EXHIBIT A**

**Lots 1 – 12 and 14 – 60, according to the recorded Plat of Pine Trail Crossing, in the City of De Pere, East side of Fox River, Brown County, Wisconsin.**