

6

RESTRICTIVE COVENANTS  
STARGAZER ESTATES

Document Number

Document Title



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**TAMARA ALTEN  
REGISTER OF DEEDS  
CALUMET COUNTY, WI  
07/15/2021 11:17 AM  
RECORDING FEE: 30.00  
# OF PAGES: 6**

Recording Area

Name and Return Address

Lexington Homes, Inc.  
1300 N. Kimps Court  
Green Bay, WI 54313

Lots 1 through 48, and outlot 1, according to the recorded plat of Stargazer Estates, in the Village of Harrison, Calumet County

~~45728, 45730, 45732, 45734, 45736,~~

Parcel Identification Number (PIN)

45738, 45740, 45742, 45744, 45746,  
45748, 45750, 45752, 45754, 45756,  
45758, 45760, 45762, 45764, 45766,  
45768, 45770, 45772, 45774, 45776,  
45778, 45780, 45782, 45784, 45786,  
45788, 45790, 45792, 45794, 45796,  
45798, 45800, 45802, 45804, 45806,  
45808, 45810, 45812, 45814, 45816,  
45818, 45820, 45822

*Drafted by:  
Michelle L. Stimpson*

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.**

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

# STARGAZER ESTATES

## VILLAGE OF HARRISON, CALUMET COUNTY

### RESTRICTIVE COVENANTS

1. 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 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 all of the Village of Harrison's 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. All homes shall have a roof pitch of not less than 6/12. A two-stall garage minimum. Ranch homes shall be a minimum of 1,600 sq. ft on the first floor. 2-story, 1 ½-story homes shall be a total minimum of 2,000 sq.ft.. No split level homes shall be allowed.
3. 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 two (2) full size copies of house plans. Proprietor of this plat reserves the right of final approval in architectural review.
4. 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 established grade.
5. 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 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 road right-of-way. The developer does reserve the right until all lots 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.
6. The grading, seeding, or sodding of lots shall be completed within five months after completion of general construction of the property, excluding the months of December, January, February, and March.
7. 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 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.

8. No building erected elsewhere shall be moved onto any lot or lots within plat.
9. 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.
10. No exterior storage of boats, motor homes, trailers, campers, snowmobiles, jet ski's, RVs, or vehicles of any kind permitted on lots within this subdivision. No additional concrete may be place inside 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.
11. No exterior storage of charcoal or gas grills except for on a backyard patio, deck, or porch.
12. 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.
13. Trash receptacles must be stored in the garage. They may not be stored on the side or rear of home.
14. Every house shall have a foundation below frost line.
15. No fence shall be erected upon any lot in the plat without the prior express written approval of the plat proprietors or their delegates. If a fence is to be erected it shall be a vinyl, painted aluminum, or iron fence. No wood or chain link will be approved.
16. 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 six (6) months after the start of construction.
17. No horse, cattle, swine, sheep, goats or live poultry of any kind shall be kept on any lot in this plat.
18. No nuisance shall be maintained or suffered to exist in the plat.
19. 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.
20. Driveways to be of concrete. Driveway must be connected to paved road (no gravel between driveway and road).
21. 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.

22. Mini barns or storage sheds, temporary or permanent, shall not be permitted on any lot in this plat.
23. No permanent above ground swimming pools will be permitted on any lot in subdivision.
24. Any home that is built or purchased on an exposed lot that would require a deck will be required to be built no later than one year from the date of closing of said property.
25. No exterior kennels or pens for household pets will be permitted attached or detached from home on said property plat.
26. There is to be no permanent clothes lines or clothes poles within the subdivision.
27. All decisions of the developer shall be enforceable against any lot owner if made in a good faith exercise of the judgment 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.
28. No firewood may be stored outside front, back or side yards on any lot within the plat.
29. 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 Deeds for Calumet County, Wisconsin.
30. The covenants and restrictions herein contained shall be in effect for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of (10) years, unless an instrument terminating or reducing this term shall be executed and recorded in the office of the Register of Deeds for Calumet County.
31. 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.

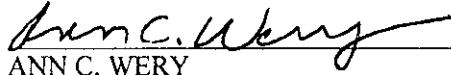
32. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

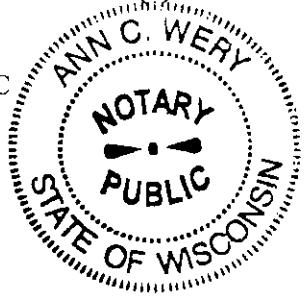
WITNESS THE HAND OF SAID OWNER THIS 12<sup>th</sup> DAY OF JULY 2021

IN THE PRESENCE OF:

  
MICHELLE L. STIMPSON- MEMBER  
STARGAZER ESTATES, LLC

STATE OF WISCONSIN  
BROWN COUNTY SS  
PERSONALLY CAME BEFORE ME THIS 12<sup>th</sup> day of July 2021  
THE ABOVE NAMED PERSON TO ME KNOWN TO BE THE PERSON(S) WHO  
EXECUTED THE FOREGOING INSTRUMENT.

 NOTARY PUBLIC  
ANN C. WERY  
BROWN COUNTY, WISCONSIN  
MY COMMISSION EXPIRES: 04/17/2024  
DRAFTED BY: MICHELLE L. STIMPSON



# STARGAZER ESTATES

ALL OF LOT 2, VOLUME 35 OF CERTIFIED SURVEY MAPS, PAGE 226, MAP NUMBER 3890, DOCUMENT NUMBER 554355, LOCATED IN PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 8, TOWNSHIP 20 NORTH, RANGE 18 EAST, VILLAGE OF HARRISON, CALUMET COUNTY, WISCONSIN

There are no objections to this plat with respect to s. 216.11, 216.16, 216.20 and 216.21 (1) and (2), Wis. Stat. as provided by s. 216.12, Wis. Stat.

Certified March 23, 2021

*Robert E. Lee & Associates, Inc.*  
Department of Administration

**SURVEYOR'S CERTIFICATE**

I, Troy E. Smith, Professional Land Surveyor, hereby certify that by this order and under the direction of the owner named herein, I have surveyed, measured and re-platted the lot herein after said lot 2, Volume 35 of Certified Survey Maps, Page 226, Map Number 3890, Document Number 554355, located in part of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4, Section 8, Township 20 North, Range 18 East, Village of Harrison, Calumet County, Wisconsin.

And permit recorded 10/27/2020 Pursuant to the Act of the 57th General Assembly of Wisconsin, Chapter 192, Section 26.1(1) and 26.1(2) of the Wisconsin Statutes.

That the within plat is a true and correct representation of the actual conditions of the land surveyed and the situation of the same and that I have fully complied with the provisions of Chapter 192 of the Wisconsin Statutes, relating to the surveying, plating and mapping of the same.

*Troy E. Smith*  
Troy E. Smith  
Professional Land Surveyor  
No. 2631  
Wisconsin  
Robert E. Lee & Associates, Inc.



**OWNER'S CERTIFICATE OF DEDICATION**

I, the undersigned, do hereby certify that the above described plat is a true and correct representation of the actual conditions of the land surveyed and the situation of the same and that I have fully complied with the provisions of Chapter 192 of the Wisconsin Statutes, relating to the surveying, plating and mapping of the same.

PLATTED BY: Robert E. Lee & Associates, Inc.  
CALUMET COUNTY REGISTER OF DEEDS

DATE: 30 May 2021

IN THE PRESENCE OF:  
*[Signature]*  
President 3/25/21

BOOK IN RECORD: Brown County  
Approximate date of recording: 3/25/21

Notarially sworn before me this 25th day of March 2021, the above named officer of said corporation to me known to be the person executing the foregoing instrument and to me known to be the owner of said premises, and acknowledged that he executed the foregoing instrument as such officer to the best of my own knowledge and belief.



**VILLAGE BOARD APPROVAL CERTIFICATE**

Approved by the Village of Harrison on 23rd day of February 2021.

*Kim W. Hoogen* 4-14-21  
Village Supervisor, Harrison  
*Julie Sprague* 4-14-21  
Village Secretary

**VILLAGE OF HARRISON TREASURER'S CERTIFICATE**

I, the undersigned, do hereby certify that the above described plat is a true and correct representation of the actual conditions of the land surveyed and the situation of the same and that I have fully complied with the provisions of Chapter 192 of the Wisconsin Statutes, relating to the surveying, plating and mapping of the same.

*Julie Sprague* 4-14-21  
Village Treasurer  
*Julie Sprague* 4-14-21  
Village Secretary

**CALUMET COUNTY TREASURER'S CERTIFICATE**

As City of Calumet County Treasurer, I hereby certify that the within plat is a true and correct representation of the actual conditions of the land surveyed and the situation of the same and that I have fully complied with the provisions of Chapter 192 of the Wisconsin Statutes, relating to the surveying, plating and mapping of the same.

*Michelle S. Sobush* 4/11/2021  
Calumet County Treasurer

**UTILITY EASEMENT PROVISIONS**

As constructed electric, natural gas, communication, water, sanitary and storm sewers located by hereby granted by the owner.

LINCOLN HUBBEL, INC., Electric; THE BROWN COUNTY POWER COMPANY and WISCONSIN GAS CO., Inc. Gas; WIORCO COMM. SYSTEMS, Inc. Telecommunications; Village of Harrison, Wisconsin Sanitary Sewer; Wisconsin Public Service, Wisconsin Water Services.

As to the extent of the easement, the owner agrees to bear the cost of installation and maintenance of the easement.

The easement shall be in accordance with the provisions of Chapter 192 of the Wisconsin Statutes, relating to the surveying, plating and mapping of the same.

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**DOCUMENT # 559437**

TAMARA ALTELL  
REGISTER OF DEEDS  
CALUMET COUNTY, WI  
04/12/2021 10:00 AM  
VOLI D PAGE 1-143  
RECORDING FEE: \$2.00

