

PROTECTIVE COVENANTS

Gavin's Acres South Subdivision Town of Somerset, St. Croix County, WI

Grand Properties LP, herein referred to as "Owner/Seller" of the following described real property:

Lot 1 through 23 of "Gavin's Acres South Addition" located in Section 23, Township 31N. Range 19W, Town of Somerset, St. Croix County, Wisconsin.

Hereby make the following declarations as to limitations, restrictions and uses to which the said lots may be used, hereby specifying that said declarations shall constitute covenants to run with all of the land as provided by law and shall be binding upon the parties and all persons claiming under them for the benefit of all future owners of said lots, this declaration of restrictions being designed for the purpose of maintaining property values and creating a uniform and suitable residential development.

ARTICLE 1 Improvement and Construction Restrictions

All plans for improvements or construction of any type must be approved in writing by the Owner/Seller or their designated agent prior to construction. The approval shall be as to design, exterior, square footage, or any other relevant factors which the Owner/Seller or his agent deem necessary. No Trailer homes allowed.

OUTBUILDINGS: The design, color, and location of any outbuilding and/or garden shed must be approved, in writing, by the owner/seller or designated agent for the owner/seller prior to the commencement of construction.

ARTICLE 11 Temporary Structures

No temporary structures will be permitted on any lots without Owner/Seller permission. Such permission would only be granted on a temporary limited basis while permanent residence is under construction.

ARTICLE 111 Storage and Use of Recreational Vehicles, Boats, etc.

All long-term storage of motor homes, recreational vehicles, boats etc. shall be behind the house. Use ATV's, Dirt Bikes, and other recreational vehicles shall be confined to public trails.

ARTICLE 1V Nuisances

No noxious or offensive activities shall be carried on upon any lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any of the neighborhood. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats and other household pets may be kept. Provided that they are not kept, bred, or maintained for commercial purposes and further providing that they are properly restrained so as not to create a nuisance or annoyance for other property owners.

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ARTICLE V

No lot may be subdivided without the Owner/Seller's express written permission.

ARTICLE VI Garbage, Refuse Disposal and Fuel Tanks

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and stored in an unobtrusive manner.

ARTICLE VII Care and Maintenance of Lots

Each homeowner shall be responsible for proper conservation practices, which shall include but are not limited to weed control, water run-off, and erosion control as established by the St. Croix County Soil and Water Conservation Department. Each homeowner shall be responsible for keeping silt on his own property and seeing that drainage of surface water is not changed as to adversely affect other properties. Quoting from the Department of Commerce publication: Comm. 21.125 3a "General. During the period of construction at a site, all erosion control procedures necessary to meet the performance standards of this section shall be properly implemented, installed and maintained by the building permit applicant or subsequent landowner. If erosion occurs after building construction activities have ceased, some or all of the erosion control procedures shall be maintained until the site has been stabilized."

A professionally engineered storm water management plan was created and implemented for _____ subdivision. There are "ponding easements/HWL or HWE areas" and "drainage easements" on various lots in the subdivision which require some maintenance by the owner of the lots on which they are located. (See plat)

- 1.) It is important that the retention capacity of the "ponding easements/HWL or HWE areas" not be significantly reduced by the build up of silt. In the event this occurs, the lot owner is responsible for the removal of the silt under the guidance and supervision of the St. Croix Land and Water Conservation Department.
- 2.) No structures of any kind may be constructed in the "ponding easements/HWL or HWE areas" or on the "drainage easement".
- 3.) It is important to prevent small trees and shrubs from taking over the "drainage easements" and "ponding easements/HWL or HWE areas". The lot owner is responsible for occasional mowing of these areas to prevent the growth of "woody vegetation" and at the same time maintaining the health of the grasses and protective vegetation.

ARTICLE VIII Signs

No sign of any kind shall be displayed to the public view on any lot except as follows: one sign no greater than 32 square feet in size, advertising the property for sale or rent.

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ARTICLE IX Easements and Road Right-of Way

All permanent utilities must be underground. All lots are subject to easements; access ways and road right-of-ways as described on the plat and no lot owners shall interfere with said rights so as to prohibit their use. No lot purchaser shall provide public or private access to land outside of the lots hereinabove described.

ARTICLE X Setbacks

Setbacks are established by Somerset Township and St. Croix County.

ARTICLE XI Compliance

- 1) All lot owners shall comply in all respects to all state, county, and town zoning, building and land use statutes and ordinances
- 2) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the owner of 75% of the lots has been recorded, agreeing to change said covenants in whole or in part.
- 3) Enforcement shall be by proceeding in law or in equity, by any lot owner against any person or persons violating or attempting to violate a covenant, either to restrain violation or to recover damages, or both. The undersigned Owner/Seller may, but shall have no continuing obligation to enforce these covenants.

This Instrument was drafted by Mike Germain.

Signed this _____ day of _____, 200__

Grand Properties, LP

Buyers of Lot _____

In Witness Thereof: Personally came before me this ____ day of _____, 200__ the above named, Mike Germain, to me known to be the person who executed the foregoing instrument and acknowledge the same.