

PROTECTIVE COVENANTS
Squaw Lake Estates
Town of Somerset, St. Croix County, WI

occurs after building construction activities have ceased, some or all of the erosion control procedures shall be maintained until the site has been stabilized.” Each homeowner shall be responsible to abide by St. Croix County, DNR Regulations statutes in regards to lake and wetland preservation.

A professionally engineered storm water management plan was created and implemented for SQUAW LAKE ESTATES 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 VI11 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.

ARTICLE 1X 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.

ARTICLE IV Nuisances

No noxious or offensive activities shall be carried on upon any lots, nor shall anything be done thereon which may become an annoyance or nuisance to any of the neighborhood. No livestock, fowl, or poultry of any kind may be kept on premises. Dogs, cats and other household pets may be kept but only as domestic pets; not bred. Each family is limited to a maximum of two (2) dogs and two (2) cats. Dogs and cats shall be restricted and not allowed to run at large. Any pen, cage, fence, or shelter for a pet must be located at least 50 feet from any property line.

ARTICLE V

No lot conveyed by the Owner/Seller, designated agent or subsequent owner shall not be further subdivided except that conveyances may be made between adjoining owners to adjust lot lines, and except that the owner of two or more contiguous parcels may convey part of the parcel so long as the total number of parcels is not increased.

ARTICLE VI Garbage, Refuse Disposal and Fuel Tanks

No lot shall be used or maintained as a dumping ground for rubbish. Trash, debris, old lumber, furniture, freezers, stoves, refrigerators, junk vehicles, or other waste shall be allowed to accumulate in the open or unsheltered areas. No underground or aboveground fuel tanks shall be allowed. 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. No contaminated or polluted dirt, soil, gravel, or fill shall be brought onto any lot.

ARTICLE VII Care and Maintenance of Lots

No noxious weeds or brush shall not be allowed to exceed one foot in length and shall be mowed. Any weed or brush not mowed by the owners after ten (10) days of a written notice will result in the Owner/Seller or designated agent having it mowed at a charge of \$100.00 per hour to the owners.

Each owner will be responsible for marking their sanitary septic system area and making sure that this area is not disturbed upon any excavating due to building any out building or home, per St. Croix County requirements. 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

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This Instrument was drafted by Mike Germain.

Signed this 29TH day of December, 2004

Michelle M. Germain
Grand Properties, LP

Buyers of Lot _____

In Witness Whereof: Personally came before me this 29TH day of December, 2004, MICHELLE GERMAIN the above named, Mike Germain, to me known to be the person who executed the foregoing instrument and acknowledge the same.



Jill M. Zalar
Public St. Croix County.
Polk

My Commission expires Jan. 2, 2005 Notary