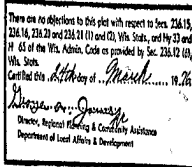


BIRCH CREEK ADDITION

PAGE 5



LOCATED IN THE NW 1/4 SW 1/4 SECTION 2, T.27 N., R.13 W. and NE 1/4 SE 1/4, SW 1/4 SE 1/4 and GOVERNMENT LOT 7, SECTION 3, T.27 N., R.13 W. DUNN COUNTY, WISCONSIN

SCALE 1" = 100'

JANUARY, 1976

SURVEYOR'S CERTIFICATE

I, Lowell E. Root, Registered Land Surveyor, hereby certify, that in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the City of Menomonie and the Town of Menomonie, and under the direction of John W. Swank and Ann A. Swank, owners of said land, I have surveyed, divided and mapped the BIRCH CREEK ADDITION, that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed; and that the land is located in the NW 1/4 SW 1/4 Section 2, the NE 1/4 SE 1/4, SW 1/4 SE 1/4 and Government Lot 7, Section 3, T.27 N., R.13 W., in the Town of Menomonie, Dunn County, Wisconsin, described as follows: Beginning at the Southwest corner of the NW 1/4 SW 1/4 Section 2, T.27 N., R.13 W., thence S 89° 00' E 1301.74', thence N 0° 07' E 299.18' to a meander line on the south bank of a stream, thence along said meander line on the following described courses, thence N 75° 04' W 230.35', thence S 71° 33' W 204.96', thence N 74° 03' W 203.73', thence N 72° 04' W 205.73', thence N 63° 09' W 18.72', thence S 76° 52' W 314.43', thence N 86° 38' W 273.97', thence S 80° 15' W 513.10', thence N 87° 25' W 282.81', including all lands lying between the meander line and the shoreline of the stream, thence S 89° 31' W 349.71', thence S 3° 44' E 410.87', thence S 89° 00' E 1325.12', thence N 0° 31' W 170.00' to the point beginning.

Dated this 21st day of January, 1976
Revised this 14th day of March, 1976
Revised this 2nd day of April, 1976



LOWELL E. ROOT, RLS 928

OWNER'S CERTIFICATE

As owners, we hereby certify that we caused the land on this plat to be surveyed, divided, mapped and dedicated as represented on the plat. We also certify that this plat is required by s. 236.10 or s. 236.12 to be submitted to the following for approval or objection: Director, Regional Planning and Community Assistance, Department of Local Affairs and Development, Division of Health, Department of Health and Social Services, Division of Highways, Department of Transportation, Town of Menomonie, City of Menomonie, Dunn County Zoning and Planning Division.

Witness the hand and seal of said owners this 21st day of January, 1976

IN THE PRESENCE OF

JOHN W. SWANK, OWNER
ANN A. SWANK, OWNER

STATE OF WISCONSIN } SS

DUNN COUNTY }

Personally came before me this 21st day of January, 1976, the above named John W. Swank and Ann A. Swank to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Cedric M. Meisner

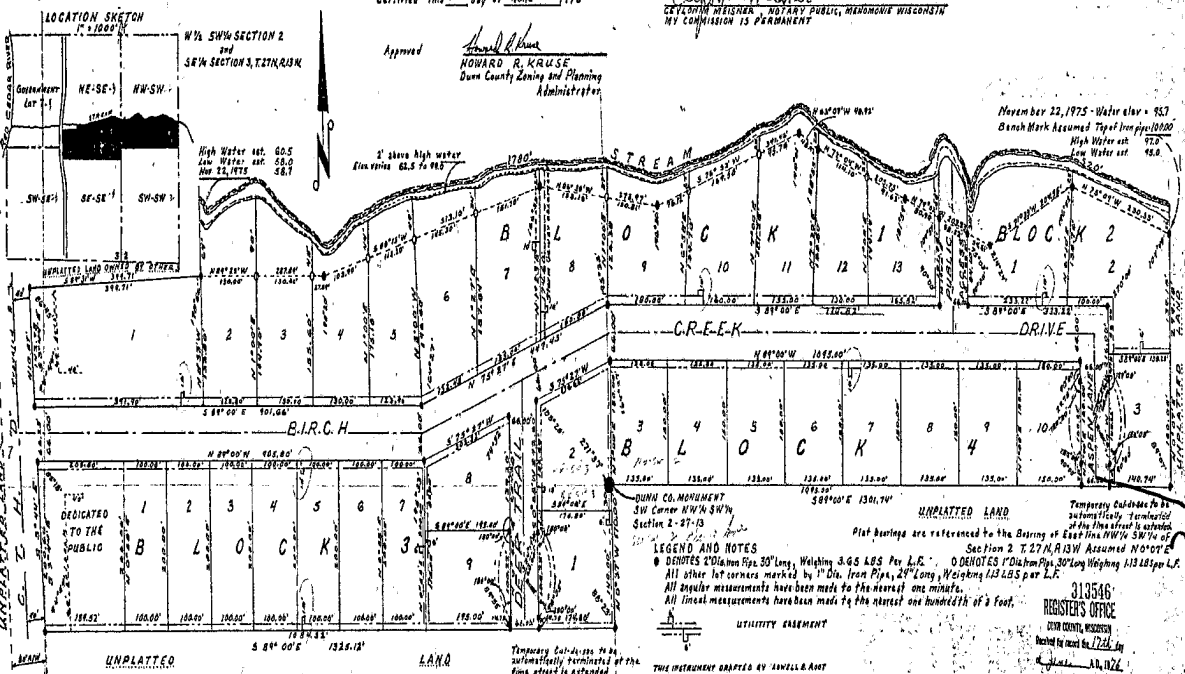
CEDRIC M. MEISNER, NOTARY PUBLIC, MENOMONIE WISCONSIN, MY COMMISSION IS PERMANENT

DUNN COUNTY PLANNING AGENCY

This plat known as BIRCH CREEK ADDITION is hereby approved by the DUNN COUNTY PLANNING AGENCY this 12th day of June 1976. There are no objections to this plat with respect to Section 10 of Dunn County Ordinance establishing county-wide sanitary provisions and subdivision regulations and standard flood plain zoning regulations.

Certified this 12th day of June 1976

HOWARD R. KAUSE
Dunn County Zoning and Planning Administrator



CERTIFICATE OF TOWN TREASURER

STATE OF WISCONSIN } SS

DUNN COUNTY }

I, Melvin Christopher, being the duly appointed, qualified and acting Town Treasurer of the Town of Menomonie, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of May 1, 1976 on any of the land included in the plat of BIRCH CREEK ADDITION.

MELVIN CHRISTOPHER, Town Treasurer

COUNTY TREASURERS CERTIFICATE

STATE OF WISCONSIN } SS

DUNN COUNTY }

I, Gladys V. Waller, being the duly appointed, qualified and acting treasurer of the County of Dunn, do hereby certify that the records of my office show no unredemmed tax sales and no unpaid special assessments as of May 1, 1976 affecting the lands included in the plat of BIRCH CREEK ADDITION.

GLADYS V. WALLER, County Treasurer

TOWN BOARD RESOLUTION

Resolved by the Town Board of the Town of Menomonie that the plat of BIRCH CREEK ADDITION to the Town of Menomonie, be and is hereby accepted.

Approved May 6, 1976 (Signed) Henry Rudolph

I hereby certify that the foregoing is a copy of the resolution adopted by the Town Board of the Town of Menomonie on May 6, 1976

FRANCIS EISETH, Town Clerk

COMMON COUNCIL RESOLUTION

Resolved by the Common Council of the City of Menomonie that the plat of BIRCH CREEK ADDITION to the Town of Menomonie, be and is hereby accepted.

Approved N/A Date Signed N/A

I hereby certify that the foregoing is a copy of the resolution adopted by the Common Council of the City of Menomonie on N/A N/A

MRS VADA HUSBY, City Clerk

CONSENT OF MORTGAGEES

I, Ruth H. Andreassen, mortgagee of the above described land, do hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat.

Witness the hand and seal of Ruth H. Andreassen, mortgagee, this 21st day of January, 1976

IN THE PRESENCE OF Cedric M. Meisner, Notary Public, and Ruth H. Andreassen

STATE OF WISCONSIN } SS

DUNN COUNTY }

Personally came before me this 21st day of January, 1976, the above named Ruth H. Andreassen to me known to be the person who executed the foregoing instrument and acknowledged the same.

Cedric M. Meisner

CEDRIC M. MEISNER, NOTARY PUBLIC, MENOMONIE WISCONSIN, MY COMMISSION IS PERMANENT

November 22, 1975 - Water elev = 95.7
Benchmark Assumed Top of Iron Pipe = 95.0
High Water est. 97.0
Low Water est. 95.0

226P
296

11:40

313547

Lots 1-13, Blk. 1; Lots 1-3, Blk. 2,
Lots 1-9, Blk. 3; Lots 1-10, Blk. 4,
Birch Creek Add. Tn. of Meno.

REC'D June 17, 1976 11:40 A.M.

RECORDED VOL. 258 RECORDS PAGE(S) 412-
416RESTRICTIVE COVENANTS

HERB D. SCHUTZ, REG. OF DEEDS, DUNN CO., WIS.

The undersigned owners of Birch Creek Addition in the Town of Menomonie, Dunn County, Wisconsin, intending to establish a general plan for the use, occupancy and enjoyment of said subdivision, hereby declare that, for the mutual benefit of its present and future owners, all lots therein shall be subject to the following restrictions:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half ($2\frac{1}{2}$) stories in height and a private garage for not more than two cars.

2. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of John W. Swank, Ruth Andreassen and Donald A. Anderson or by a representative designated by a majority of the members of said committee.

In the event of incapacity, death or resignation of any member of said committee, the remaining members, or member, shall have full authority to approve or disapprove such design or location, or to designate a representative with like authority.

In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this restriction will be deemed to have been fully complied with.

dg
John Swank

Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this restriction.

At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

No dwelling shall be permitted on any lot at a cost of less than Twenty-six Thousand and no/100 (\$26,000.00) Dollars based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than One Thousand Fifty (1,050) square feet for a one-story dwelling, nor less than Eight Hundred (800) square feet for a dwelling of more than one story.

3. The front foundation of every residence and garage which is directly attached to said residence or a detached garage, shall not be closer than Thirty (30) feet from the street lot line. The said foundation of such residence and garage shall not be nearer than Ten (10) feet from the side property line, nor nearer than Thirty (30) feet from any street adjoining the said property line.

4. No residential structure shall be erected or placed on any of the said lots, which lot has an area of less than Twenty Thousand (20,000) square feet or a width of less than One Hundred (100) feet at the front building set back line. Not more than one residence or dwelling house shall be erected on any of the said lots.

5. The committee mentioned in paragraph 2 hereof, in addition to all other powers, rights, and authority granted to it, shall have the power to prescribe

restrictions for the location of residence, garages and other buildings to be built on the odd shaped lots in this subdivision, where because of such odd shape or where the frontage is less than prescribed, these restrictions may not seem reasonable.

6. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be, or become an annoyance or nuisance to the neighborhood.

7. No tank for the storage of fuel shall be maintained above the surface of the ground.

8. No shedding poplars, boxelders, cottonwoods, or other objectionable trees shall be planted.

9. No garbage, ashes or refuse or refuse receptacles shall be placed or left on any lot so as to be exposed to view or to become a nuisance.

10. No sign shall be displayed to the public view on any residential lot, except one sign of not more than Ten (10) square feet advertising the sale or rent of such lot, or signs used by a builder to advertise the property during the construction and sales period.

11. No outside lavatories or privies of any kind shall be erected or maintained.

12. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Wisconsin State Board of Health. Approval of such systems as installed shall be obtained from such authority.

13. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Wisconsin State Board of Health. Approval of such system as installed shall be obtained from such authority.

14. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

15. No horses, cows, goats, sheep or any domestic animals, poultry, or farm animals, of any kind, except dogs and cats for domestic purposes will be permitted to be kept on any of the lots.

16. 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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

17. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

18. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

In Witness Whereof, we have hereunto set our hands and seals this
17th day of June, 1976.

In the Presence of

C. M. Meisner
C. M. Meisner

Ruth Andreassen (SEAL)
Ruth Andreassen

Sally Van Oudenhoven
Sally Van Oudenhoven

John W. Swank, Jr. (SEAL)
John W. Swank, Jr.

Ann A. Swank (SEAL)
Ann A. Swank

State of Wisconsin)
) ss.
Dunn County)

Personally came before me this 17th day of June, 1976
the above named Ruth Andreassen, John W. Swank Jr. and Ann A. Swank, to me

known to be the persons who executed the foregoing instrument and acknowledged
the same.

Ceylon M. Meisner
Ceylon M. Meisner
Notary Public, Dunn County, Wis.
My Commission is Permanent.



This instrument was drafted by C. M. Meisner, Menomonie, Wisconsin.

437287
437287

TOWN OF MENOMONIE
DUNN COUNTY, WISCONSIN

RESOLUTION
(Adopted October 16, 1997)

REC'D January 27, 1998 at 10:15 A.M.
RECORDED: VOL 726 RECORDS PAGE(S) 296-297
James M. Madutt
JAMES M. MADUTT REG. OF DEEDS, DUNN, CO. WI

pd. 12.00
Return To:
John K. Higley
hasg

WHEREAS, a Right-of Way dedicated to the Town of Menomonia exists in Birch Creek Addition designated Aspen Lane; and

WHEREAS, Aspen Lane in Birch Creek Addition has to date not been developed and/or improved for use as a roadway to its southern terminus; and

WHEREAS, the Town Board has approved a plat adjacent to Birch Creek Addition known as Hawk Ridge; and

WHEREAS, issues of future public safety including but not limited to emergency police and fire services may require that Hawk Ridge be accessed by two separate areas of public ingress and egress; and

WHEREAS, the plat, as approved, of Hawk Ridge designates Aspen Lane as a public access and potential connecting route to and from Hawk Ridge Addition into Birch Creek Addition; and

WHEREAS, current conditions do not require that Aspen Lane in Birch Creek Addition be developed at present; and

WHEREAS, the developers of Hawk Ridge have advised the Town that they will not improve the access and potential connecting route of Hawk Ridge to the Southern terminus of Aspen Lane in Birch Creek Addition; and

WHEREAS, notice of the following resolution be recorded with the Register of Deeds as public notice that no person or persons should rely and/or expect that the roadway(s) referred to above will be improved, developed, and/or maintained.

NOW THEREFORE BE IT RESOLVED, by the Town Board as follows:

1. Aspen Lane in Birch Creek Addition shall not presently be improved and or developed for use as a roadway to its southern terminus.
2. Aspen Lane shall not be developed without all of the following conditions being met:
 - a. A Public Hearing of the Town of Menomonia; and
 - b. A two-thirds (2/3) affirmative vote for development by the voting age the residents of Birch Creek Addition.

3. Upon the completion of the roadways in Hawk Ridge and acceptance thereof by the Town of Menomonie, that portion of roadway immediately to the south of Birch Creek Addition at Aspen Lane shall not be developed without all of the following conditions being met:
 - a. A public hearing of the Town of Menomonie; and.
 - b. A two-thirds (2/3) affirmative vote for development by of the voting age residents of Hawk Ridge Addition.

I certify that the foregoing resolution is a true and correct statement of the resolutions duly adopted by the Town Board of the Town of Menomonie, Dunn County, Wisconsin on October 16, 1997.

Eileen Wolf, Clerk
Eileen Wolf, Clerk
Town of Menomonie

MARGARET H. HART
Subscribed and sworn to before me
this 18th day of December, 1997.
NOTARY
Margaret H. Hart
Notary Public, State of Wisconsin
My commission expires March 26, 2000.

This Instrument drafted by: John K. Higley