

271814

AFFIDAVIT OF COVENANTS

Carl L. Peterson and Jack E. Joyce, Jr., in their capacities as co-administrators of the Estate of John B. Joyce, a/k/a J. E. Joyce and J. E. Joyce, Sr., deceased, and Jack E. Joyce, Jr., son, and Vera K. Joyce, widow, as sole beneficiaries of the above entitled estate.

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The Public

Recites: Jack E. Joyce Jr., son, and Vera K. Joyce, widow, as sole beneficiaries of the above entitled estate being first duly sworn on oath depose and say that they are the sole owners of that part of the First Addition to Grove Hill Addition to the City of Menomonie, Dunn County, Wisconsin, described as:

Lots 2, 3, 4, 5, 6, 7, and 8, Block 7;
 Lots 1, 2, 3, 4, 5, and 6, Block 8;
 Lots 2, 3, 4, 6, 7, 10, 11, 12, 14, 16, 19, 20, 21, 22, 23, 24,
 25, 26, 27, 28, 29, 30, 31, 32, Block 9;
 Lots 3, 4, 5, 6, 10, 11, 12, 14, 15; 17, 18, and 19, Block 10;
 Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block 11;
 Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 12;
 Lots 2, 3, 4, 5, 6, 7, 8, and 9, Block 13;

That the affiants as such owners make this affidavit for the purpose of setting forth certain protective covenants running with the land, which said covenants are intended to promote the sound development of the proposed residential area above described and give assurance to the owners of said lots that no other lot owner within the protected area can use property in a way that will destroy values, lower the character of the neighborhood, or create a nuisance. Affiants therefor intend that the covenants hereinafter set forth shall be incorporated by reference to this affidavit in each of the deeds of conveyance and shall bind the heirs, executors, administrators, successors and assigns of the grantor and to inure to the benefit of the heirs, executors, administrators, successors and assigns of the grantee in the same manner as if specifically named in such covenants. That affiants therefore will convey said premises subject to the following covenants:

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 (2½) stories in height and a private garage for not more than two cars.

2. No building shall be erected on any lot until the design and location thereof on said lot has been approved in writing by a committee consisting of Vera K. Joyce, Jack E. Joyce, Jr., and Donald Tietz, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, he shall be replaced by a new member selected by the remaining members of said committee. No changes or alteration shall be made in the exterior design of any building on said lot or building plot after the original construction thereof without written approval by the said committee nor shall any fences or walls be erected on said property without written consent of said committee. However, in the event that such committee fails to approve or disapprove such design or location of the new dwelling within Thirty (30) days after submission of the plans to it, thence such approval will not be required, provided the cost of said building is not less than Sixteen Thousand and no/100 - - - (\$16,000.00) - - Dollars, and occupies an area of not less than Eight Hundred (800) square feet, if a one and one-half story, two, or two and one-half story house, or One Thousand One Hundred Fifty (1150) square feet if a one story house.

If said committee fails to approve or disapprove any application for change in design or the erection of fences or walls within 30 days after submission of such application then such approval shall be considered granted.

The powers and duties of said committee or its duly authorized representative shall cease on and after January 1, 1978. Thereafter the approval described in this covenant shall not be required unless prior to said date, and effective thereon, a written instrument, shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said committee.

3. The front foundation of every residence and garage which is directly attached to said residence shall not be closer than thirty-five feet from the street lot line. That the said foundation of such residence and garage shall not be nearer than ten feet from the side property line, nor nearer than ten feet from any street adjoining the said property line. That no garage which is not directly attached to the residence or placed on any of said building lots or plots shall face the street which passes along in front of the front lot line of said building lots or plots.

4. No residential structure shall be erected or placed on any of the said lots, which lot has an area of less than seventy-nine hundred and twenty-square feet (7920) or a width of less than 66 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 one hereof, in addition to all other powers, rights, and authority granted to it, shall have the power to prescribe restrictions for the location of residences, 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. That the following prohibitions shall be observed:

- (a) No tank for the storage of fuel shall be maintained above the surface of the ground.
- (b) No shedding poplars, boxelders, cottonwoods, or other objectionable trees shall be planted.
- (c) 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.

(d) No sign larger than 480 inches shall be displayed on any lot except for the purpose of sale by affiants or their agents.

8. No trailer, basement, tent, shack, garage, barn or outbuilding erected on the premises, shall be at any time used as a residence temporarily or permanently nor shall any structure of a temporary character be erected, used, or occupied for any residence purposes, and all structures shall be completely finished on the exterior within one year after commencement of the excavation or construction thereof. No garage or other structure shall be erected on any lot before the residence thereon is constructed.

9. 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.

10. An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

11. 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.

12. 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, the said parties of the first part have hereunto set their hands and seals this 12th day of June, 1964.

In the presence of

HOWARD F. THEDINGA

CAROL L. BARSTAD

CARL L. PETERSON
Carl L. Peterson

JACK E. JOYCE, JR.
Jack E. Joyce, Jr.

VERA K. JOYCE
Vera K. Joyce

STATE OF WISCONSIN)
County of Dunn) ss.

Personally came before me this 12th day of June, 1964, the above named Carl L. Peterson, Jack E. Joyce, Jr., and Vera K. Joyce, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

(NOTA. SEAL)

HOWARD F. THEDINGA
Notary Public, Dunn County, Wis.
My Commission is permanent.