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Lots 1-10, Birchwood Hills Add.
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3:40

AFFIDAVIT OF RESTRICTIONSWILLIAM A. AMTHOR, JAMES R. ANDERSON, ALBERT F. BROCKELMAN
AND HERBERT W. KNAACK

TO

THE PUBLIC

REC'D July 25, 1975 3:40 P.M.
RECORDED: VOL. 252 RECORDS PAGE(S) 41-42
HERB D. SCHUTZ, REG. OF DEEDS, DUNN CO., WIS.

WITNESSETH: WILLIAM A. AMTHOR, JAMES R. ANDERSON, ALBERT F. BROCKELMAN
AND HERBERT W. KNAACK, being first duly sworn on oath depose and say that
they are the sole owners of Birchwood Hills Addition to the City of
Menomonie, Dunn County, Wisconsin, more particularly described as follows:

LOTS 1,2,3,4,5,6,7,8,9, & 10; Birchwood Hills Addition
to the City of Menomonie, Dunn County, Wisconsin.

That the affiants as such owners make this affidavit of restrictions for
the purpose of keeping said sub-division desirable and uniform and in
suitable, aesthetic, practical, and architectural design and use as herein
specified, said restrictions herein contained shall run with the land
and be binding upon all parties having or acquiring any right, title or
interest in or to the real property or any part or parts thereof. Affiant
therefore intend that the affidavit of restrictions hereinafter set forth
shall be incorporated by reference 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 the affiants therefore will convey said premises subject to the
following covenants:

1. All lots shall be known and described as residential and be
used for that purpose. No structure shall be erected, altered, placed
or permitted to remain on any residential building plot other than one
attached single-family dwelling not to exceed two and one-half (2½)
stories in height and a private garage for not more than two (2) cars.
2. No buildings shall be erected, placed, or altered on any plot
in this sub-division until the exterior design and location thereof have
been approved in writing by the neighborhood committee which shall be
appointed or elected by the owners of the majority of the lots which are
subject to the covenants herein set forth; provided however, that if
such committee fails to approve or disapprove such design and location
within thirty days after such plans have been submitted to it or 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.
3. No building, porch, or projection shall be erected or maintained
on any lot closer than seventy-five (75) feet from the rear property line,
nor closer than ten (10) feet from any side property line, nor closer
than thirty-five (35) feet from any street line.
4. No lot shall be divided or redivided.
5. Whenever two or more contiguous lots in the sub-division shall
be owned by the same person, and such person shall desire to use two
or more of them as a consolidated site for a single dwelling house, he
shall apply in writing to the neighborhood committee for permission to
depart from the setback requirements along the internal lot lines of the
consolidated site. If written permission for such a use shall be granted
and a building built in departure of the original setback requirements,
the lots constituting the consolidated site shall be treated in other
respects as a single lot for the purpose of applying this restriction.
6. The ground floor area of the main structure, exclusive of
one-story open porches and garages, shall not be less than one thousand
one hundred fifty (1,150) square feet in the case of one-story structure
not less than eight hundred (800) square feet in the case of a one and
one-half story, two, or two and one-half story house.

7. No trailer, basement, tent, shack, garage, barn or other outbuilding erected or placed on the lot, shall be at anytime used as a residence temporarily or permanently nor shall any structure of a temporary character be erected, used, or occupied for any residence purpose, 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.

8. 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.

9. Boundary fences on individual lots are prohibited.

10. Every tank for the storage of fuel that is installed outside any building on any lot shall be either buried below the surface of the ground or screened and painted, to the satisfaction of the neighborhood committee, by fencing or shrubbery.

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

12. No garbage, refuse, or refuse receptacles shall be placed or left on any lot so as to be viewed or be become a nuisance.

13. No signs other than a sign identifying the property and a "For Sale" sign shall be displayed on any lot. Identification signs shall not exceed two (2) square feet in size.

14. No animals shall be kept or maintained on any lot, except the usual household pets; and, in such case, the pets shall be kept and maintained as not to become a unreasonable annoyance or nuisance to the other residents in the sub-division, by reason of movement, noise, or odor.

15. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1986, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

16. 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.

17. 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 affiants have hereunto set their hands and seals this 25th day of July, 1975.

IN THE PRESENCE OF:

Robert S. Walter

William D. Amthor
William D. Amthor

James R. Anderson
James R. Anderson

Albert F. Brockelman
Albert F. Brockelman

Herbert W. Knaack
Herbert W. Knaack

STATE OF WISCONSIN)
COUNTY OF DUNN) ss.

Personally came before me this 25th day of July, 1975, the above named William D. Amthor, James R. Anderson, Albert F. Brockelman and Herbert W. Knaack, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Robert S. Walter
Notary Public, Dunn County, Wis.
My Commission: Permanent

This instrument drafted by Robert S. Walter