DOCUMENT NO.

DECLARATION OF COVENANTS AND RESTRICTIONS THIS SPACE RESERVED FOR RECORDING DATA

506359

DUNN COUNTY
REGISTER OF DEEDS
JAMES M. NRDUTT
RECORDED ON

12-01-2003 01:30 PM

REC FEE: 17.00 TRANS FEE: FEE EXENPT #: PAGES: 4

pd 17,00

RETURN TO:

SCHOFIELD & HIGLEY, S.C. 700 WOLSKE BAY ROAD MENOMONIE, WI 54751

Parcel Identification Number (PIN) 106 - 1018 - 09

THIS DECLARATION is made this 14th day of <u>November</u>, 2003, by the undersigned ("OWNERS").

WITNESSETH:

WHEREAS, the Owners of the real property described in paragraph 1 of this Declaration, are desirous of subjecting the real property described in said paragraph 1 to the covenants, conditions, restrictions and reservations hereinafter set forth for the benefit of the said property as a whole and for the benefit of each owner of any part thereof;

NOW, THEREFORE, Owners hereby declare that the real property hereinafter described shall be used, held, transferred, sold and conveyed subject to the covenants, conditions, restrictions and reservations hereinafter set forth, which shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind all successors in interest, and any owner thereof.

1. Property Subject To This Declaration. The following property shall be subject to this Declaration:

Lots 1, 2 and 3 of Certified Survey Map No. 2849, Volume 13, Page 9, being a part of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), the Northeast Quarter (NE14/) of the Southwest Quarter (SW1/4), the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) and the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4), Section Thirty-six (36), Township Thirty (30) North, Range Fourteen (14) West, Village of Boyceville, Dunn County, Wisconsin.

Anderson Hills, Village of Boyceville, Dunn County, Wisconsin

2. General Purpose. The purpose of this Declaration is to insure the best use and most appropriate development and improvement of lots; to protect owners of lots against such use of surrounding building sites as will detract from the residential value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed, built or proportioned structures; to obtain harmonious use of material and color schemes; and in general to provide adequately for a high quality of improvement on said property and thereby to preserve and enhance the value of investments made by purchasers of lots.

- 3. Land Use. No lot shall be used except for single-family residential purposes; and no buildings shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private garage for not more than three cars.
- 4. There shall be no commercial building or businesses conducted upon any lot, except that subject to Village ordinance it shall be permissible for owners and residents to conduct a business and have an office in a home so long as the same does not change the residential character of the premises, and so long as there are no signs indicating the home is being used as an office.
- 5. Mobile Homes. No trailer, mobile home or double-wide modular home shall be placed on the above-described property, neither as real estate nor as personal property. Travel trailers and recreational vehicles shall not be stored on any lot on a permanent basis.
- 6. An owner shall not be permitted to move, erect or locate any geodesic dome type home, trailer home, or mobile home, or any other such structure on to any lot. No pre-existing home shall be moved onto any lot without first obtaining the written approval from the owner or committee or its designee. No factory manufactured home or pre-fabricated home shall be built or placed onto any lot without first obtaining the written approval from the owner or committee or its designee.
- 7. Any lot owner that keeps on the premises any truck, trailer, house trailer, camp trailer, mobile home, boat or boat trailer, recreational vehicle, snowmobile, snowmobile trailer, motor bike, all terrain vehicle, log splitter, woodpile, etc., shall store the same in their attached garage or outbuilding, or in an area screened from public view and screened from view from any public road or street and adjoining landowner. No such item or vehicle shall be placed between the dwelling house and the public road serving the house. No motor bikes, snowmobiles, three wheelers, four wheelers, all terrain vehicles or other noisy vehicles shall be operated on any lot other than for: bonafide use in farming operations, bonafide use in performing repairs or maintenance on the lot or to bring them to an enclosed or screened point of storage.
 - 8. Camping. No camping shall be permitted on any lot at any time.
- 9. Exterior antennae including satellite dishes in excess of 18 inches in diameter shall not be placed on any building or lot. No free standing or guyed towers shall be allowed on any lot except those lots still owned by the Village of Boyceville.
- 10. No heavy business equipment, machinery, semi-trucks or trailers shall be parked on any lot or portion thereof or adjoining street overnight except in connection with construction permitted on such lot.
 - 11. Commencement and Completion of Construction Work.
 - a. Construction of a dwelling must commence within twelve (12) months of the date of Village sewer and water becoming available.
 - b. All construction of a dwelling, both interior and exterior, including exterior color, shall be completed within eighteen (18) months of the date of Village sewer and water becoming available.
- 12. Each lot will be limited up to two access driveways. Locations and specifications must be approved by owner or committee and the Village of Boyceville Board.
- 13. Building Location. No building shall be located on any lot nearer to the front line or nearer to the sideline than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer to the front line than 50 feet, or nearer to the side line of an adjoining lot than 10 feet, or nearer the rear lot line than 30 feet, or nearer to a side street line than 15 feet, as measured at the foundation, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. In any case, the Village of Boyceville requirements for single-family residential district shall not be violated.
- 14. Building Quality and Size. No dwelling which fails to meet the following requirements shall be erected on any building site. All dwellings shall have a minimum floor area for the dwelling as follows:
 - a. For any one-story dwelling, with basement, excluding garage, no less than 1500 square feet on the first floor.

- b. For any two-story dwelling, no less than 1000 square feet on the first floor and no less than 2000 square feet in total.
- c. For any split-level dwelling, a minimum of 1,800 square feet of living area on the upper two levels.
- d. For any bi-level (raised ranch or exposed basement ranch) a minimum of 1,200 square feet on the upper level and 800 square feet finished living area on the lower level.
- e. For any dwelling, without basement, no less than 200 additional square feet on the first floor of a onestory or a two-story or the upper two levels of a split-level.
- f. All dwellings shall have an attached two car (or larger) garage.
- g. A concrete foundation would be preferred but not required for detached garages and storage garages. A limit of one other building besides attached garage.
- h. No structure shall exceed an overall height of thirty-five (35) feet above average pre-existing ground level, nor exceed any height restrictions imposed by local residential ordinances.

The Land Use and Building Design Committee as provided in Section 21 hereof shall have exclusive jurisdiction to determine the type of dwelling and if the floor area requirements shall be met by a particular proposed structure. Any such action by said Committee shall be final and conclusive.

- 15. Subdividing Lots. No lot shall be divided, subdivided or redivided so as to allow more than one dwelling per lot (as originally surveyed).
- 16. Pets. No animals shall be kept or maintained on any lot except the usual household pets, and in such cases, the pets shall be so kept and maintained as not to become an annoyance or nuisance to other residents in the development by reason of movement, noise or odor.
- 17. No animals, including but not limited to cows, horses, pigs, swine, goats, sheep, poultry or fowl any be kept on any lot except that dogs and cats may be kept on the premises only as domestic pets and not for any commercial purpose. Any structure built to house permitted dogs or cats must be of sound design and must be properly maintained. Dogs and cats shall be restricted and not allowed to run at large. The raising of coon hounds, pit bull terriers or snakes, or harboring the same upon such lots shall be prohibited, either as a pet or otherwise. Any pen, cage, or shelter for a pet or animal must be located at least fifty (50) feet from any lot line and not visable from the road.
- 18. Temporary Structures. No structure of a temporary character, mobile home, trailer, basement, shack, garage, barn, or other outbuildings shall be permitted to remain or be used on any lot at any time as a residence either temporarily or permanently.
- 19. Signs. No professional sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder or broker to advertise the property during the construction and sales period.
- 20. Architectural Control. No building or other permanent structure shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Land Use and Building Design Committee as to quality of workmanship and materials, harmony of external design and color with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved.
- 21. Land Use and Building Design Committee. The Land Use and Building Design Committee is composed of the Village of Boyceville Economic Development Corporation. The committee may designate a representative to act for it. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. 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.

- 22. Approval Procedure. The Land Use and Building Design Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 45 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
- 23. Noxious Activities. 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 to the neighborhood. Running of recreation vehicles (mini-bikes, snowmobiles, etc.) on any lot for extended periods or as a matter of practice shall constitute a nuisance.
- 24. Garbage. No garbage, ashes, brush, unused or junk vehicles, 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.
- 25. No parcel or lot shall be used or maintained as a dumping ground for rubbish, garbage, compost, old lumber, old appliances or unlicensed vehicles. Trash or any other waste material incidental to residential use shall not be kept except in sanitary containers. All such containers shall be kept in an enclosure. No containers may be kept on the curb side of a public road servicing the lot except on the day the garbage is to be picked up for removal by a disposal company. Unlicensed vehicles shall be housed in a garage or outbuilding.
- 26. Storage Tanks. No tank for the storage of fuel shall be maintained above or below the surface of the ground on any lot, other than for the dwellings heating fuel.
- 27. All exterior utility service, piping, cable, wiring, and the like, including service drops to individual dwellings, shall be installed underground and no overhead wires shall be permitted within the subdivision. Each dwelling shall have septic tank or sewage system. Such tank or system shall not be shared with any other lot, and must be installed and maintained in compliance with all applicable codes, statutes and ordinances. When Village sewer and water becomes available, each dwelling shall connect to the Municipal System and abandon the private system.
- 28. Duration of Covenants and Restrictions The covenants and restriction so this declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by any owner, their respective heirs, successors and assigns for a term of 20 years from the date of this declaration is recorded. After the expiration of said 20 year term, the covenants and restrictions shall be automatically extended for successive periods of 10 years, unless an instrument signed by the then owners of a majority of the lots has been recorded, agreeing to terminate or modify the covenants and restrictions.
- 29. Enforcement. Enforcement of the covenants and restrictions of this declaration shall be by a proceeding at law or in equity against any person violating or attempting to violate any such covenant or restriction to restrain violation or to recover damages, or both.
- 30. Severability. Invalidation of any one of these covenants or restrictions shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Owners have set their hands and seals the day and year first above written.

VILLAGE OF BOYCEVILLE ECONOMIC DEVELOPMENT CORPORATION (ÓWNER)

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Notary Public, State of Wisconsin My commission expires <u>Gug. 14</u>,

This document drafted by: John K. Higley, Atty. Menomonie, WI 54751 DOCUMENT NO. 526299

DECLARATION OF COVENANTS AND RESTRICTIONS

526299 THIS SPACE RESERVED HOR RECOMBLIS DATA

DUNN COUNTY, WI REGISTER OF DEEDS JAMES M. MRDUTT

RECORDED ON 08/19/2005 01:40PM

REC FEE: 21.00 FEE EXEMPT #:

PAGES: 6

ad 21,00

RETURN TO:

SCHOFIELD & HIGLEY, S.C. 700 WOLSKE BAY ROAD MENOMONIE, WI 54751

Parcel Identification Number (PIN) 106-1018-09 - 030

2005, by the undersigned ("OWNERS").

WITNESSETH:

WHEREAS, the Owners of the real property described in paragraph 1 of this Declaration, are desirous of revoking all existing covenants and subjecting the real property described in said paragraph 1 to the covenants, conditions, restrictions and reservations hereinafter set forth for the benefit of the said property as a whole and for the benefit of each owner of any part thereof;

NOW, THEREFORE, Owners hereby declare that the real property hereinafter described shall be used, held, transferred, sold and conveyed subject to the covenants, conditions, restrictions and reservations hereinafter set forth, which shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind all successors in interest, and any owner thereof.

1. Property Subject To This Declaration, Revoking all existing covenants, the following property shall be subject to this Declaration:

Lots 1, 2 and 3 of Certified Survey Map No. 2849, recorded in Volume 13, Page 9, being a part of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), the Northeast Quarter (NE14/) of the Southwest Quarter (SW1/4), the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) and the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4), Section Thirty-six (36), Township Thirty (30) North, Range Fourteen (14) West, Village of Boyceville, Dunn County, Wisconsin.

AND

Lots 4 through 32 inclusive, Anderson Hill Addition to the Village of Boyceville, Dunn County, Wisconsin.

- 2. General Purpose. The purpose of this Declaration is to insure the best use and most appropriate development and improvement of lots; to protect owners of lots against such use of surrounding building sites as will detract from the residential value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed, built or proportioned structures; to obtain harmonious use of material and color schemes; and in general to provide adequately for a high quality of improvement on said property and thereby to preserve and enhance the value of investments made by purchasers of lots.
- 3. Land Use. No lot shall be used except for single-family residential purposes; and no buildings shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not to exceed two stories in height and a private garage for not more than three cars.
- 4. There shall be no commercial building or businesses conducted upon any lot, except that subject to Village ordinance it shall be permissible for owners and residents to conduct a business and have an office in a home so long as the same does not change the residential character of the premises, and so long as there are no signs indicating the home is being used as an office.
- 5. Mobile Homes. No trailer, mobile home or double-wide modular home shall be placed on the above-described property, neither as real estate nor as personal property. Travel trailers and recreational vehicles shall not be stored on any lot on a permanent basis.
- 6. An owner shall not be permitted to move, erect or locate any geodesic dome type home, trailer home, or mobile home, or any other such structure on to any lot. No pre-existing home shall be moved onto any lot without first obtaining the written approval from the owner or committee or its designee. No factory manufactured home or pre-fabricated home shall be built or placed onto any lot without first obtaining the written approval from the owner or committee or its designee.
- 7. Any lot owner that keeps on the premises any truck, trailer, house trailer, camp trailer, mobile home, boat or boat trailer, recreational vehicle, snowmobile, snowmobile trailer, motor bike, all terrain vehicle, log splitter, woodpile, etc., shall store the same in their attached garage or outbuilding, or in an area screened from public view and screened from view from any public road or street and adjoining landowner. No such item or vehicle shall be placed between the dwelling house and the public road serving the house. No motor bikes, snowmobiles, three wheelers, four wheelers, all terrain vehicles or other noisy vehicles shall be operated on any lot other than for: bonafide use in farming operations, bonafide use in performing repairs or maintenance on the lot or to bring them to an enclosed or screened point of storage.
 - 8. Camping. No camping shall be permitted on any lot at any time.
- 9. Exterior antennae including satellite dishes in excess of 18 inches in diameter shall not be placed on any building or lot. No free standing or guyed towers shall be allowed on any lot except those lots still owned by the Village of Boyceville.
- 10. No heavy business equipment, machinery, semi-trucks or trailers shall be parked on any lot or portion thereof or adjoining street overnight except in connection with construction permitted on such lot.
 - 11. Commencement and Completion of Construction Work.
 - a. Construction of a dwelling must commence within twelve (12) months of the date of Village sewer and water becoming available.
 - b. All construction of a dwelling, both interior and exterior, including exterior color, shall be completed within eighteen (18) months of the date of Village sewer and water becoming available.
- 12. Each lot will be limited to two access driveways. Locations and specifications must be approved by owner or committee and the Village of Boyceville Board.
- 13. <u>Building Location</u>. All buildings shall be located on any lot in compliance with the minimum building setback lines of the Village of Boyceville requirements for a single-family residential district.
- 14. Building Quality and Size. No dwelling which fails to meet the following requirements shall be erected on any building site. All dwellings shall have a minimum floor area for the dwelling as follows:

- a. For any one-story dwelling, with basement, excluding garage, no less than 1500 square feet on the first floor.
- b. For any two-story dwelling, no less than 1000 square feet on the first floor and no less than 2000 square feet in total.
- c. For any split-level dwelling, a minimum of 1,800 square feet of living area on the upper two levels.
- d. For any bi-level (raised ranch or exposed basement ranch) a minimum of 1,200 square feet on the upper level and 800 square feet finished living area on the lower level.
- e. For any dwelling, without basement, no less than 200 additional square feet on the first floor of a one-story or a two-story or the upper two levels of a split-level.
- f. All dwellings shall have an attached two car (or larger) garage.
- g. A concrete foundation would be preferred but not required for detached garages and storage garages. A limit of one other accessory building besides an attached garage.
- h. No structure shall exceed an overall height of thirty-five (35) feet above average pre-existing ground level, nor exceed any height restrictions imposed by local residential ordinances.

The Land Use and Building Design Committee as provided in Section 21 hereof shall have exclusive jurisdiction to determine the type of dwelling and if the floor area requirements shall be met by a particular proposed structure. Any such action by said Committee shall be final and conclusive.

- 15. Accessory Buildings. One accessory detached building shall be allowed on each lot. It shall not exceed 12' x 20' and one story in height. Any accessory building shall be sided consistent with the siding material used for that lot's residence.
- 16. Subdividing Lots. No lot shall be divided, subdivided or redivided so as to allow more than one dwelling per lot as originally surveyed.
- 17. Pets. No animals shall be kept or maintained on any lot except the usual household pets, and in such cases, the pets shall be so kept and maintained as not to become an annoyance or nuisance to other residents in the development by reason of movement, noise or odor.
- 18. No animals, including but not limited to cows, horses, pigs, swine, goats, sheep, poultry or fowl any be kept on any lot except that dogs and cats may be kept on the premises only as domestic pets and not for any commercial purpose. Any structure built to house permitted dogs or cats must be of sound design and must be properly maintained. Dogs and cats shall be restricted and not allowed to run at large. The raising of coon hounds, pit bull terriers or snakes, or harboring the same upon such lots shall be prohibited, either as a pet or otherwise. Any pen, cage, or shelter for a pet or animal must be located at least fifty (50) feet from any lot line and not visable from the road.
- 19. Temporary Structures. No structure of a temporary character, mobile home, trailer, basement, shack, garage, barn, or other outbuildings shall be permitted to remain or be used on any lot at any time as a residence either temporarily or permanently.
- 20. Signs. No professional sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder or broker to advertise the property during the construction and sales period.
- 21. Architectural Control. No building or other permanent structure shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Land Use and Building Design Committee as to quality of workmanship and materials, harmony of external design and color with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot unless similarly approved.

- 22. Land Use and Building Design Committee. The Land Use and Building Design Committee is composed of owners of residential lots of the described real estate. Each residential lot shall be entitled to one (1) vote on issues before the Committee and decisions shall be by majority vote. The committee may designate a representative to act for it. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. 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.
- 23. Approval Procedure. The Land Use and Building Design Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 45 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
- 24. Noxious Activities. 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 to the neighborhood. Running of recreation vehicles (mini-bikes, snowmobiles, etc.) on any lot for extended periods or as a matter of practice shall constitute a nuisance.
- 25. Garbage. No garbage, ashes, brush, unused or junk vehicles, 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.
- 26. No parcel or lot shall be used or maintained as a dumping ground for rubbish, garbage, compost, old lumber, old appliances or unlicensed vehicles. Trash or any other waste material incidental to residential use shall not be kept except in sanitary containers. All such containers shall be kept in an enclosure. No containers may be kept on the curb side of a public road servicing the lot except on the day the garbage is to be picked up for removal by a disposal company. Unlicensed vehicles shall be housed in a garage or outbuilding.
- 27. Storage Tanks. No tank for the storage of fuel shall be maintained above or below the surface of the ground on any lot.
- 28. Exterior Utility Service. All exterior utility service, piping, cable, wiring, and the like, including service drops to individual dwellings, shall be installed underground and no overhead wires shall be permitted within the subdivision.
- 29. Each dwelling shall connect to the Municipal sanitary sewer and water Systems. Dwellings constructed at or above an elevation of approximately 1,035.00 feet *local datum*, shall require the installation of an in-home water pressure booster system to boost the water pressure inside the home to a more optimum level. Installation shall be in accordance with the Wisconsin plumbing code and completed by a licensed plumber. Installation and maintenance costs shall be owner's sole responsibility.
- 30. Duration of Covenants and Restrictions The covenants and restriction so this declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by any owner, their respective heirs, successors and assigns for a term of 20 years from the date of this declaration is recorded. After the expiration of said 20 year term, the covenants and restrictions shall be automatically extended for successive periods of 10 years, unless an instrument signed by the then owners of a majority of the lots has been recorded, agreeing to terminate or modify the covenants and restrictions.
- 31. Enforcement. Enforcement of the covenants and restrictions of this declaration shall be by a proceeding at law or in equity against any person violating or attempting to violate any such covenant or restriction to restrain violation or to recover damages, or both.
- 32. Severability. Invalidation of any one of these covenants or restrictions shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Owners have set their hands and seals the day and year first above written. VILLAGE OF BOYCEVILLE, Owner Subscribed and sworn to before me this day of QUALOT, 2005. Steven Fischer, Village President My commission expires 13 perms Stanley S. Anderson, Owner Notary Rublie State of My commission expires Subscribed and sworn to before me this 79. day of allows 2005. Eunice A. Anderson, Owner Notary Public, State of Wisconsin commission expires 15 pelnana Subscribed and sworn to before me this day of auditor, 2005. Allen P. Klatt, Owner Notary Public, State of Wisconsin My commission expires 13 Alkins Subscribed and sworn to before me this day of Market 2005. Paulette R. Klatt, Owner Notary Public, State of Wisconsin My commission expires 12 SIRM Subscribed and sworn to before me this day of full 2, 2005. Notary, Public, State of Wisconsin My commission expires 23

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Notary Public, State of Wisconsin.
My commission expires

This document drafted by: John K. Higley, Atty. Menomonie, WI 54751