REGISTER OF DEEDS OFFIC
SHAWANO COUNTY, WI
RECORDED ON

DECLARATION OF RESTRICTIVE COVENANTS

598631

SEP 9 2004

AT 10:45 O'CLOCK A M
Maura Berglin REGISTER

LOTS 47-56
BIRCH HILL ESTATES IV
TO THE CITY OF SHAWANO
SHAWANO, WISCONSIN

WHEREAS the undersigned are the owners (hereinafter referred to as proprietors) of Lots 36-39, inclusive, of the Plat of Birch Hill Estates III in the City of Shawano, Shawano County, Wisconsin and wish to assure the development of said lots as an attractive residential area.

NOW THEREFORE, to accomplish the objectives herein stated, "Restrictive Covenants" as follows are hereby established as restrictive covenants in, and are impressed upon, the use and improvement of the lots above referred to, being covenants running with the land and binding upon the undersigned, their heirs and assigns and all purchasers of said lots who, by accepting conveyances thereof, agree to such covenants, on behalf of themselves, their heirs and assigns:

1. No mobile homes shall be moved onto any lot or lots.

2. No temporary structures (including, without exclusion of others, trailer, basement without residence above, tent, shack, garage, or barn of any kind) will be permitted for dwelling purposes.

3. Lots 47-53: Only single family residences will be permitted. Lots 54-46: Single Family or 2 Family residences shall be permitted. Single story structures to be a minimum of 1,200 square feet, exclusive of garage area. Other than single story, structures to be a minimum of 800 square feet per floor of above ground living space, exclusive of garage area. No structure shall exceed 2 stories in height. There shall be a minimum roof pitch of not less than 4 inches to the foot.

4. In the event that a single family dwelling is built on more than one lot or one lot and a fraction thereof, the building for such single family dwelling shall be figured from the parameter line of such unit.

5. No more than one building shall be erected upon any lot and no lot shall be further sub-divided.

6. No building shall be located on any lot nearer to the front line than 25 feet; and no buildings shall be located nearer than 6 feet to a side yard line, or 14 feet aggregate for side yards.

7. No animals, livestock or poultry shall be raised or bred on any lot, except that dogs, cats and other household pets may be kept provided they are not maintained for commercial purposes. No outside kennels.

8. The premises shall be kept neat and clean. Landscaping to be completed within one year from start of construction. Driveways must be paved or concreted within 18 months from start of construction.

9. None of said lots shall be used as a dumping ground for rubbish, garbage, or other waste. Garbage of the lot owners or occupants shall be placed into sanitary containers and periodically removed from the premises as is customary to the area.

10. Garage shall have a minimum square footage requirement of 440 square feet for garages, which shall be attached to dwelling. There shall be no detached garages, utility buildings or outbuildings.

11. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance of the neighborhood. No kind of business to be carried on upon said lot, unless written consent of the proprietors is obtained.

12. All pertinent city codes shall be complied with, all buildings must be in compliance with the Uniform Dwelling Code (UDC) and that these covenants are to run with the land and shall be binding upon all parties and 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 is signed by a majority of the then owners of the subject Plat agreeing to change said covenants in whole or part.

13. Enforcement shall be by legal 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.

14. Invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

15. No camping or temporary housing is permitted at any time.

16. No satellite dishes larger than 30 inches in diameter or exterior antennas such as television (other than a normal house top antenna), ham radio or other communication modes shall be erected or installed on any lot.

17. No residences may be erected on this Plat until the final plans for such building have been approved in writing by the proprietors of this Plat, or by such other person or persons as they may delegate, provided, however, that when a residence is competed, it shall be conclusively presumed that this covenant has been complied with.

18. No fences shall be erected upon any lot in the Plat without the express approval of the Plat proprietors or their delegates.

19. All dwellings shall be completed within one year after the beginning of construction and every structure shall have a permanent finish on the exterior within 6 (six) months afer start of construction.

20. These covenants are enforceable by the proprietors of the Plat and/or owner of any lot in the subdivision by injunctive relief as well as by any other legal right.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed on this 16th day of June 2004.

BHS DEVELOPMENTS, INC.,
THE PROPRIETORS

BY: _____

BY: _____

BY: _____

Subscribed and sworn to before me
this 16th day of June 2004

_____
PAUL C. PADDOCK
Notary Public Shawano County, Wisconsin
My Commission Expires: 4/24/2005

Drafted by: Terry N. Hilgenberg

WARRANTY DEED

Document Number | Document Name

DOC # 748007
Recorded
May 29, 2020 3:40 PM
AMY DILLENBURG
Register of Deeds
Shawano WI
Fee Amount: $30.00
Transfer Fee: $144.00

Recording Area

BHS Developments, Inc,
a Wisconsin Corporation

Convey(s) and Warrant(s) to

Van's Realty & Construction of Appleton, Inc.

Name and Return Address

Coldwell Banker Real Estate Group
Attn: Paul Paddock
105 S Washington St
Shawano WI 54166

The following described real estate in Shawano County, State of Wisconsin:

281-40446-0020; 281-40446-0060
Parcel Identification Number

Lots 49 & 53 of Birch Hill Estates IV, City of Shawano, Shawano County, Wisconsin, according to the recorded plat thereof.

Subject to easements and restrictions of record.

This is not homestead property
(is) (is not)

Dated this 28th day of May, 2020.

Randall W Bohm (SEAL)
BHS Developments, Inc. by:
* Randall W. Bohm, Vice President

Lawrence J Sperberg (SEAL)
BHS Developments, Inc. by:
* Lawrence J. Sperberg, Secretary Treasurer

AUTHENTICATION

Signature(s) _____

Authenticated this _____ day of May, 2020.

*

STATE BAR NO. 1008896
TITLE: MEMBER OF STATE BAR OF WISCONSIN
(If not, authorized by Wis. State § 706.06)

THIS INSTRUMENT DRAFTED BY:
Attorney James E. Aschenbrener

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss
SHAWANO COUNTY)

Personally, came before me this 28 day of May, 2020, the above-named
Randall W. Bohm
Lawrence J. sperberg
to me known to be the persons who executed the foregoing instrument and acknowledged the same. Paul C. Paddock

* Paul C. Paddock
Notary Public, State of Wisconsin
My commission is permanent. (If not, state expiration date: January 22, 2021.)

NOTARY PUBLIC STATE OF WISCONSIN

(Signatures may be authenticated or acknowledged. Both are not necessary)

WARRANTY DEED

Shawano Title Services