



Document Number

DECLARATIONS OF PROTECTIVE
CONDITIONS, COVENANTS, AND
RESTRICTIONS FOR
WOODLAND TRAILS
Document Name

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AMY DILLENBURG
REGISTER OF DEEDS
SHAWANO COUNTY
Fee Amount: \$30.00

**DECLARATIONS OF PROTECTIVE CONDITIONS,
COVENANTS, AND RESTRICTIONS FOR
WOODLAND TRAILS
CITY OF SHAWANO, SHAWANO COUNTY, WISCONSIN**

Recording Area

Name and Return Address
Alexander M. Yde
2405 Schofield Ave, STE 210
Weston, WI 54476

Parcel ID Numbers for lots 1-31 to be determined

Parcel Identification Number (PIN)

The undersigned, Muscha Properties LLC, a Wisconsin limited liability company (“Developer”), is the owner of the real property situated in the County of Shawano, State of Wisconsin, described as follows:

Lots 1 – 31 of the Woodland Trails Subdivision being a part of the Northwest quarter (NW1/4) of the Southeast quarter (SE1/4), Section 6, Township 26, North, Range 16, East, City of Shawano, Shawano County

does hereby certify and declare that it has established covenants and conditions subject to which all lots, parcels, and portions of said subdivision shall be held, used, leased, sold and conveyed and has reserved the right to amend these covenants and restrictions, hereby specifies that said restrictions, covenants and conditions shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and persons claiming under them, and for the benefit of and limitations upon all future owners in said subdivision, this Declaration of Restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use herein specified.

1. Zoning and General Land Use. All lots are subject to all ordinances, zoning laws, and other restrictions of the City of Shawano, Shawano County, and the State of Wisconsin. In addition, all local, state, and federal environmental laws, statutes, regulations, rulings, and judgments must be in compliance.

A. Vacation Home Usage. Refer to the City of Shawano Code of Ordinances: Chapter 10 Zoning Code, 10-58 Commercial Land Uses, (13) Vacation Rental Home.

2. Use. Private, permanent, single family residential dwellings with occupancy of no more than one family per lot. No existing lot can be further subdivided for the purpose of resale. No improvements or structures may be erected, placed, or maintained on any lot unless the improvement is newly constructed.

3. Building Types. One (1) story or two (2) story residences, not to exceed two (2) stories in height (plus attic) from the final lot grade. No mobile homes, double-wide homes or trailers or manufactured housing shall be permitted.

4. Garages. Attached garages must be an integral part of the dwelling and at a minimum be designed to accept two (2) vehicles.

5. Other Detached Facilities.

A. The maximum gross floor area of all accessory structures shall be no more than 1,200 square feet. All such structures must be located within the applicable setbacks and to the rear of the lot.

B. Panel wall or open component construction is allowed.

6. Dwelling Sizes.

A. Permitted dwelling sizes are exclusive of basements, attics, garages, porches, patios, breezeways, or similar enhancements. All must be measured along the exterior walls.

B. One story dwelling – 1600 square feet minimum.

C. Two-story dwelling - Minimum of 1200 square feet on main floor.

7. Exterior Design. All exteriors of dwellings and auxiliary buildings must have twenty-five percent (25%) stone, masonry, or other natural material along the front facing exterior. Each residence must have a 5/12 roof pitch.

8. Construction Completion. All exteriors of dwellings must be completed within one year of commencement of construction. This includes painting, trimming, and fixture placement.

9. Landscaping, Driveways, Fencing and Parking Areas.

A. Lawns. Lawns must be established within fifty (50) feet of the front and sides of the dwelling facing a road within the first thirty (30) days of the growing season after construction is completed. Rustic settings are allowed.

B. Driveways. All driveway aprons and parking areas must be hard-surfaced with asphalt, concrete, paver's brick, or similar material within one year of the dwelling's completion. All parking areas must be surfaced prior to use.

C. Swimming Pools. Pools shall not be visible from the first floor of any neighboring dwelling, nor from the street. Pools may not be constructed with sides or walls

more than two (2) feet above normal yard grade. All pools must be completely obscured with privacy fence and finished with earth tone colors.

10. Nuisances. Noxious or offensive activity is not allowed on any lot. Trash, garbage, or other wastes shall not be kept except in sanitary containers which must be properly screened from public view. The following nuisances are prohibited or strictly controlled:

A. Temporary Structures or Buildings - except those used in the normal course of construction of the dwelling.

B. Prohibited Vehicles - Trucks with three or more axles, semi tractors/trailers (except those used for deliveries). No vehicles may be stored unless kept within enclosed garage.

C. Storage Materials - No materials of any type may be in open view unless such materials are used for current construction.

D. No exterior wood heating sources shall be permitted.

11. Utilities and Exterior Antennas.

A. Power Lines and Lighting - All electrical, telephone, utility, or power lines and cables must be safely buried underground in conformity with standards, practices, and regulations in effect. Dusk to dawn type pole lights are not permitted for exterior lighting.

B. Exterior Antenna - Television or radio antenna systems cannot exceed five (5) feet in height. No ground supported antenna mast or tower is permitted.

12. Signs. Signs of any type cannot be displayed on any lot including in windows or doors with the exception of advertising real estate for sale, contractor's signs, and building permits. Such signs cannot exceed ten (10) square feet and must be removed upon the sale of real estate or completion of construction.

13. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, and other household pets as in accordance with local ordinances. Any dog house or other household pet home must be constructed of the same type and color of the material siding the home. No tethered dog run or similar type of run area shall be permitted.

14. Amendments. The Developer reserves the right to annul, waive, change, modify or amend any of the provisions in the Declaration of Restrictive Covenants for Woodland Trails at any time on any unsold lots.

15. Recreational Vehicles. No permanent storage of boats, motorhomes, trailers, or vehicles of any kind is permitted on the lots within this subdivision unless a permanent concrete pad is present alongside or behind the garage or outbuilding for the specific purpose of parking the boat, motorhome, or RV. All pavement must meet the five (5) foot lot line setback requirement.

16. Fences. Any fence erected must be no more than four (4) feet in height and fifty percent

(50%) opaque in front yards. Fences must be no more than six (6) feet in height in the rear and sides.

17. Water Drainage. No lot owner shall block, dam, or otherwise obstruct the flow of surface water drainage so as to cause such water to back up onto the lot of another property owner or so as to restrict the use or enjoyment of any other lot by any other lot owner. Each lot owner is responsible for maintaining established grade. Lawn and landscaping to be completed within eighteen (18) months of the *start* of construction.

18. Appearance. Each lot owner shall maintain the lot in a neat appearance. No refuse piles, rubbish, or unsightly objects of any type shall be permitted on the property longer than forty-eight (48) hours. Woodpiles must be stacked in a neat and orderly manner and be reasonably camouflaged so as not to create a nuisance for neighbors. No wood shall be stored for resale.

19. Trash And Waste. All trash and waste must be kept in sanitary containers. No sanitary container is to be put in front of any dwelling sooner than the day before regularly scheduled pick up and containers that have been emptied shall be removed from the street side within eight (8) hours thereafter.

20. Topsoil. All fill and/or topsoil from the lot must remain in the subdivision. Any fill or topsoil within the subdivision is the property of the developer and is not part of the sale of the lot on which it is stockpiled.

21. Outdoor Maintenance. The lot owner is required to perform all necessary maintenance and upkeep of the lot prior to construction, including keeping the lot free of trash, waste, brush, weeds, and long grass. At all times during construction, the site shall be maintained to developer's reasonable satisfaction in a neat and orderly manner. Construction debris shall be contained at all times in some manner as to prevent such material from entering neighboring properties.

22. Lot Lines. The land on all sides and rear of lot lines of all lots shall be graded by the property owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

23. Public Improvements. The Developer has the exclusive right to grant consents and to petition the proper authorities for any street, safety, landscaping, or utility improvement or easement which the Developer deems a beneficial necessity to the subdivision.

These Declarations of Protective Conditions, Covenants and Restrictions shall remain in full force and effect until January 1, 2039, and may be modified by approval of one hundred percent (100%) of subdivision property owners once the Developer has sold all lots.

(SIGNATURES AND AUTHENTICATION ON FOLLOWING PAGE)

Dated: 1-30-24

Muscha Properties LLC

By: 
Kolby Muscha, Managing Member

AUTHENTICATION

Signature(s) Kolby Muscha

authenticated on 1/30/24



* Alexander M. Yde

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
Authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
Alexander M. Yde, SBN: 1126908, Yde Law Firm, S.C.
2405 Schofield Ave, STE 210, Weston, WI 54476

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me on _____,
the above-named _____

to me known to be the person(s) who executed the
foregoing instrument and acknowledged the same.

*
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)