

DECLARATION OF PROTECTIVE CONDITIONS,

COVENANTS AND RESTRICTIONS

FOR

WOODLAND TRAILS

CITY OF SHAWANO, SHAWANO COUNTY, WISCONSIN

The undersigned, Muscha Properties LLC, a Wisconsin limited liability company (“Developer”), 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, County of Shawano, and the State of Wisconsin. In addition, all local, state and federal environmental laws, statutes, regulations, rulings and judgments must be in compliance.

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 story or two story residences, not to exceed two 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 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 – 1400 sq. ft. minimum.
 - C. Two-story dwelling - Minimum of 1200 sq. ft. on main floor.
7. Exterior Design. All exteriors of dwellings and auxiliary buildings must have 30% masonry along the front facing exterior. Each residence must have a 6/12 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 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 ft. 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. Utility spotlights are not permitted for exterior lighting.

B. Exterior Antenna - Television or radio antenna systems cannot exceed five ft. 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 sq. ft. 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 do 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 it still owns a lot.

15. Recreational Vehicles. No permanent storage of boats, motor homes, trailers, or vehicles of any kind 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 this boat, motorhome or RV. All pavement must meet the 5-foot lot line setback requirement.

16. Fences. Any fence erected must be no more than 4 feet in height and 50% opaque in front yards. Fences must be no more than 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 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 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 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 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 improvements or easements 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 100% of all property owners once the Developer has sold all lots.

By:

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ___ day of _____, 2023, the above-named _____
_____ to me known to be the person who executed the foregoing instrument and
acknowledge the same.

Notary Public, Marathon County, Wis.
My Commission expires: _____.

This Instrument Drafted By:

Alexander M. Yde, Esq
State Bar No. 1126908
Yde Law Firm, S.C.
2405 Schofield Ave, Suite 210
Weston, WI 54476