Meeting Date: May 21, 2012
Agenda Item: #8

VILLAGE OF HOWARD PLAN COMMISSION
STAFF REPORT

REPORT TO: Burt R. McIntyre, President
Village Plan Commission

REPORT FROM: Dave Wiese, Executive Director of Community Development

REPORT WRITTEN: May 16, 2012

REPORT SUBJECT: Review and take action on Final Plat for Spencer's Crossing 1st Addition

BASIC INFORMATION	
Project Name	Spencers Crossing 1st Addition
Applicant Name	Keith Garot ------Landmark Real Estate
Consultant	Mau & Associates-----920-434-9670
Size of Parcel	11.43 Acres
Existing Zoning	R-1 Residential Single Family
Requested Zoning	R-1 Residential Single Family
Property Location	Adjacent to Mill Centre Park
Comprehensive Land Map Designation	Neighborhood Residential

ADJACENT LAND USE/ZONING MATRIX		
Direction	***Land Use***	***Zoning***
North	Vacant- Rural Residential Homes	R-5
South	1st Phase Spencers – Single Family Homes	R-1
East	Vacant Land	R-5
West	Village Park	A-1

BACKGROUND:
The proposed Final Plat creates 13 single-family lots. It would be a continuation of the Spencers Crossing subdivision. The road would extend (Spencers Crossing) approximately 900 feet north. The property was rezoned to R-1 Residential Single Family. The property is designated as Neighborhood Residential in the current and draft Comprehensive Plan. The proposed lots meet the minimum R-1 requirements of 12,150 square feet of lot area and 90 feet of lot frontage. A 30-foot trail connection is being proposed to connect to Mill Centre Park.

EXECUTIVE ANALYSIS

1. **Zoning.**
   The current zoning is R-1.
2. **Lot & Width Area**.
   The proposed lots meet the 90 feet of street frontage and 12,150 square feet of lot area requirements.
3. **Floodplain, Shoreland Zoning & Stormwater Management**.
   Onsite stormwater management would need to be provided and approved by the Village of Howard Engineering Department before building permits are issued.
4. **Fire Protection**
   This property is currently served by the municipal water system and is located one-half mile from the nearest fire station.

RECOMMENDATION

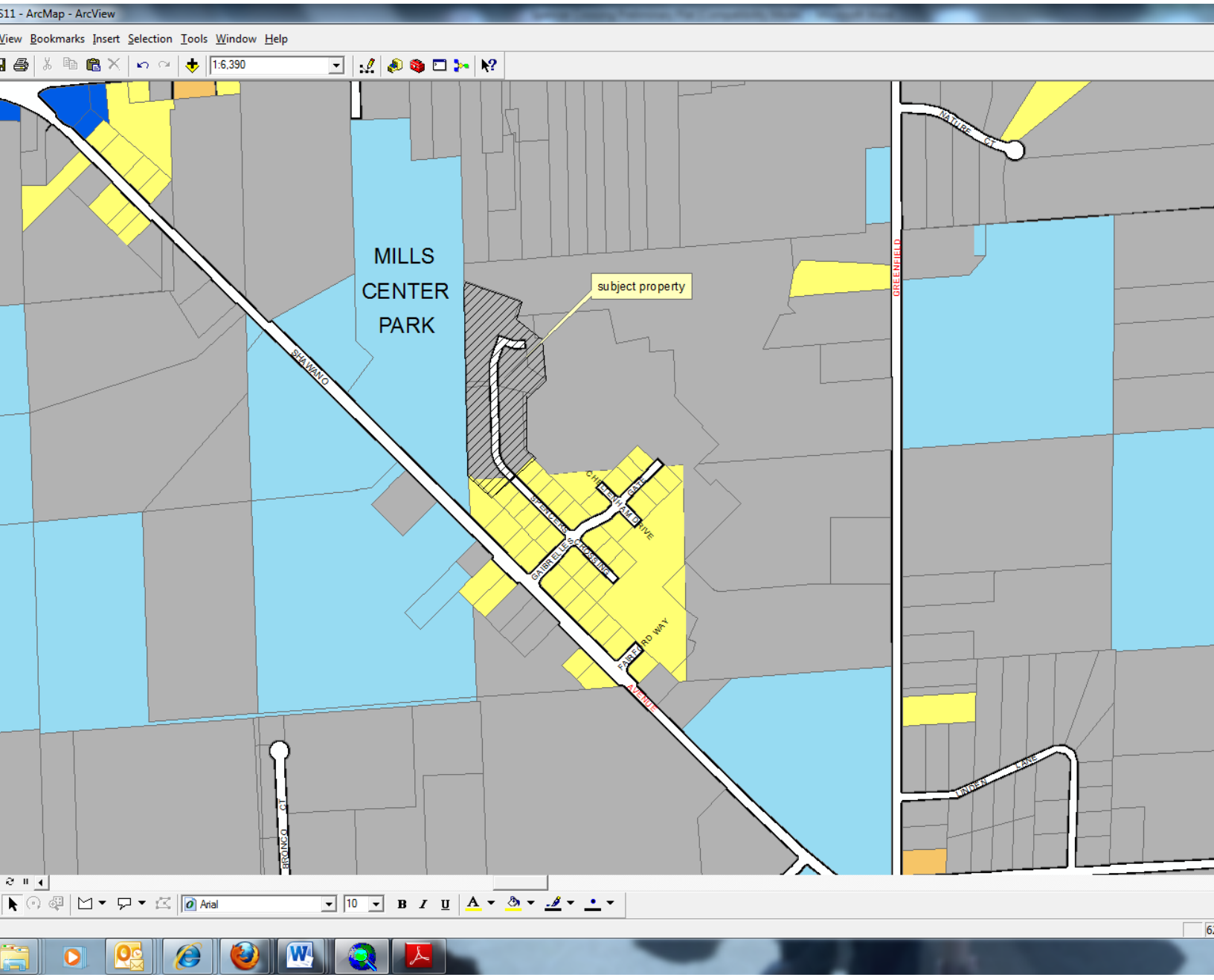
Approve the Final Plat with the conditions that:

1. A stormwater management plan is approved by the Village of Howard Engineering Department.
2. The decorative street lighting is continued throughout the development.
3. The restrictive covenants for the first plat are continued through the first addition.

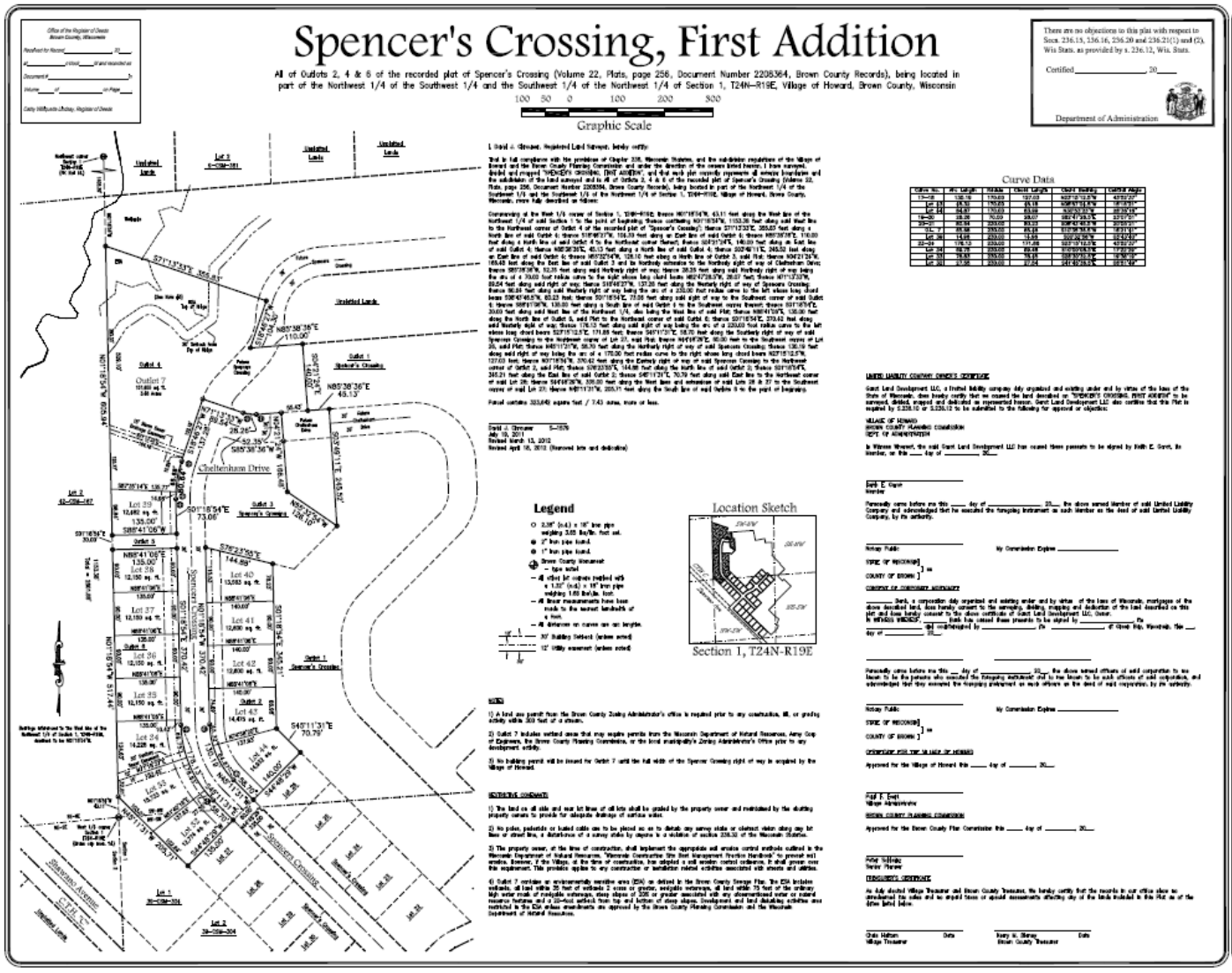
ATTACHMENTS

I. **Location Map**
II. **Proposed Preliminary Plat**
III. **Restrictive Covenants from original Spencers Crossing Plat**

ATTACHMENT I



ATTACHMENT II



ATTACHMENT III

Last Updated
Monday, February 06, 2006

Declaration of Restrictive Covenants

SPENCER'S CROSSING

Village of Howard

1. Building:
    a. ***All plans, submitted for Developer approval, with walkouts or exposed windows from lower level shall have builder supplied documentation identifying the conditions of approval established by a State licensed surveyor or engineer and/or the surveyor's or engineer's approval.***
    b. No residence shall be erected in the plat until the final building plans for each building have been approved in writing by the proprietors of this Plat or by such person or persons as they may delegate.
    c. No building erected elsewhere shall be moved onto any lot or lots in this Plat.
    d. No permanent structures (including, without exclusion of others, trailers, basement without residence above, tent, shack, garage, or barns of any kind) will be permitted for dwelling purposes.
    e. All buildings shall be started on the grade established and/or approved by the appropriate municipal department.
    f. All setback lines shall conform to local zoning regulations except that Declarant may, in promoting overall harmony, establish other requirements in addition to such municipal regulations.
    g. Every house shall have a foundation below frost line.
    h. All housing units constructed in the Plat shall be a minimum of 1,800 square feet for a ranch, 2,200 for a two-story, story and a half, and bi and tri level.
    i. All housing units constructed in the Plat shall have a principal roof pitch of no less than 7/12.
    j. All homes constructed in the Plat shall have 100% masonry and/or cement board siding exterior (no aluminum or vinyl siding shall be allowed in the plat).
    k. All housing units constructed in the Plat shall have not less than a two-car garage attached thereto.
2. Out Buildings and sheds:
    a. One single-story storage shed shall be allowed per lot.
    b. Shed plans and specifications shall be submitted to and approved by the proprietors of this plat prior to commencement of construction. All sheds shall be located to the rear of the dwelling on any lot, shall have a maximum storage area not to exceed 550 square feet, and shall be constructed in a style of materials that are similar to those used in the construction of the dwelling located on said lot. No storage shed shall be located closer than 25 feet to any lot line. The maximum wall height of any storage shed shall be 8 feet.
3. Construction Timeline:
    a. All dwellings shall be completed within one year after the beginning of construction and every structure must have a permanent finish on the exterior within 6 months after the start of construction.

b. Driveways to be of concrete, asphalt or brick pavers and must be completed within one year of beginning construction.
c. All landscaping, including lawn, trees, and shrubs, to be completed within one year of beginning construction.

4. Landscaping Grade and Storm Water Management:
   a. Each lot owner is responsible for maintaining established grade.
   b. Any lot area occupied by public utility easements shall not be graded in such a manner as to interfere with the use of the public utility easement for the purposes of drainage of storm water.
   c. No lot owner shall block, dam, or otherwise obstruct the flow of the 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.
   d. The land on all side and rear lot lines of all lots shall be graded by the property owner and maintained by the abutting property owners to provide adequate drainage of surface water.
5. Communication Antennas:
   a. Satellite dishes less than 26" in diameter, mounted on the principal structure, and to the extent practicable, not visible from the street shall be permitted. All other communication antennas must be contained within the home and not mounted on the roof.
6. General conditions:
   a. All fill and/or topsoil from plat must remain in the subdivision. Any fill or topsoil stockpiled within the subdivision is the property of the subdivision developer and is not part of the sale of the lot on which it is stockpiled.
   b. No fill or topsoil may be hauled out of this subdivision without permission of the developer.
   c. No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along lot lines or street line, disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statues.
   d. No long term exterior storage (in excess of 15 day) of boats, motor homes, trailers, campers, RV's or recreational vehicles of any kind or inoperable automobiles is permitted on lots within this subdivision.
   e. No bare wire (i.e.: chain link, chicken wire, and/or barbed wire) fences shall be erected upon any lot in the plat.
   f. No horse, cattle, swine, sheep, goats, or live poultry of any kind, nor more than two pets, shall be kept on any lot in this plat.
   g. No outdoor animal kennels or runs shall be allowed in the Plat.
   h. No nuisance shall be maintained or suffered to exist in the plat.
   i. These covenants are enforceable by the proprietors of the plat and/or the owner of any lot in the subdivision by injunctive relief as well as any and every other legal right.
   j. The covenants and restrictions herein contained shall be in effect for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years, unless an instrument terminating or reducing this term shall be executed and recorded in the office of the Register of Deeds for Brown County.
   k. In furtherance and not in limitation of any of the terms of this declaration, the developer intends that this declaration shall be and remain at all times until expiration hereof, fully enforceable against all lots and any person, entity, trust, organization, governmental unit, or sovereign nation which becomes a lot owner. According, such person, entity, trust, organization, governmental unit, or sovereign nation which becomes a lot owner, whether by virtue or conveyance, operation of the law otherwise, shall be conclusively deemed to have

waived any and all defenses to and immunity from enforcement of this declaration based upon the legal or ethnic status of such lot owner, including without limitation sovereign immunity, this declaration serving as full and adequate public notice of said waiver. Said waiver shall apply to the terms, conditions and encumbrances established in this declaration, together with any future liens, claims easements or encumbrances expressly permitted hereunder.

l. These declarations shall be construed and interpreted in favor of restricting the use of each lot consistent with the purposes hereof and any ambiguity shall be resolved against any lot owner who installs any structure or engages in any activity not clearly authorized under these declarations or approved in writing by the developer. These declarations shall be interpreted and construed in accordance with the laws of the state of Wisconsin.

m. All decisions of the developer shall be enforceable against any lot owner if made in a good faith exercise of the judgment or discretion of its members so long as such decision is not clearly in conflict with the express provisions of the declaration. Any lot owner or other person seeking to avoid, set aside or challenge any such decision of the developer shall have the burden of proof to establish that such standards were not met at the time the decision was made.

n. 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 will prevent such material from blowing on to neighboring properties and/or streets.

Developer Keith Garot

STATE OF WISCONSIN
COUNTY OF Brown

Personally came before me this 16th day of February 2006 the above named Keith Garot, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

SHERI A. BROTT NOTARY PUBLIC STATE OF WISCONSIN

Notary Public, State of Wisconsin
My Commission Expires: 10-22-06

DRAFTED BY
RICHARD JOHNSTON