



Spencers Crossing

4(ii)

7/8/2011

To: The Village of Howard

Cc. Spencers Crossing Home Owners Association

Dear Village Board,

Subject: Spencer's Crossing Covenants

Thank you for your continued support. Our goal as home owners is to resolve the concerns expressed by the friends and neighbors that reside within and near Spencers Crossing regarding the petition by Keith Garot to modify the standing covenants that we all strive to uphold. In an attempt to help you to better understand the perspective and concerns of the home owners, the association felt that a follow up communication should be sent to you as a means of conveying a logical argument for maintaining the current covenants for all future expansions to Spencers Crossing.

I think we can all agree that smaller, less expensive houses are often viewed as "starter homes". With this in mind, it is logical to assume that homes built in this fashion will undergo numerous rotations in ownership. With these rotations, there is a loss of intimacy among neighbors. In fact there may also be a lack of understanding or even awareness of the covenants or standards for the neighborhood. During a recent home owners association meeting, we discovered that many of the new homes sold within Spencers Crossing were done so without conveyance of the covenants. Historically, transient neighborhoods drive down property values within the surrounding areas, thereby eroding the tax base and breeding negative stereotypes and perspectives.

To build an attractive neighborhood requires a balance that allows for accessibility as well as a place of permanence. We feel that homes starting at 1,800 square feet, offers the entry level buyer a place to start without compromising the value of the adjacent homes. Reducing the square footage further only serves the interest of Landmark and not the citizens of Howard.

The development of a stronger tax base for schools and local municipalities requires people who want to live and work in the Village of Howard. We are confident that if you set the standards without compromising accessibility, you will be laying the foundation for a much stronger community.

There is no doubt that there is a strong level of distrust and angst in dealing with Mr. Garot. Several home owners have commented on the lack of follow up regarding issues with their homes including failure to remove construction debris, dirt piles and loose gravel. Compounding all of this is the knowledge that there are numerous lawsuits and back taxes issues relating to other Landmark Properties developments. In consideration of these factors, we do not feel that concessions within the current covenants based on any conditions or provisions are viable.

We all have a common understanding of the general definition and intent of a covenant. The neighborhood association is operating under the follow definition: **COMMERCIAL LAW legally binding agreement**: a formal and legally binding agreement or contract such as a lease, or one of the clauses in an agreement of this kind. A covenant is often used to require an owner or user of a parcel of land to do or refrain from doing something. *(Bing, on-line definition provided by Encarta, 2009)*

The fact is Mr. Garot in conjunction with his partners, developed the covenants that are currently in place. In doing so, he and his partners had the opportunity to design into the contract, language and terms that would

allow them to modify the contract based on any number of conditions. It is obvious that Mr. Garot recognizes the inherent value in setting and maintaining building standards otherwise the covenants that are in place would not have been drafted as they are written. His attempt to manipulate the contract to better suit his current financial situation is toward his and only his interest in these matters. Allowing changes that down grade the existing covenants is illogical and detrimental to the home owners of Spencers Crossing.

Thank you again for your support. We have placed our trust in your hands. In doing so, we are counting on you to ensure that the existing covenants are honored and that you will use this opportunity to set precedence for any future proposals from Mr. Garot regarding Spencers Crossing.

A handwritten signature in cursive script that reads "Cheryl M. Gordon".

Sincerely,

Spencers Crossing Home Owners Association

To the Planning Commission:

In regards to the Preliminary Plat for Spencers Crossing 1st Addition, I currently own the approximately 70 acres that borders two sides of this existing sub-division and also the new proposed addition. It is important as we see this new addition being added that we comply with the original restrictive covenants to keep continuity for the current homeowners and the future area to be developed. When I eventually develop

my acreage, I will be maintaining these same restrictive covenants. I believe the Planning Commission has a copy of these restrictive covenants which should run with the land. In speaking with several home owners in Spencers Crossing the existing development, they also concur and want to see the the original restrictive covenants adhered too. In addition, due to the length of the roadway for Spencers Crossing, I would like to see additional decorative street lights added. This would consist of approximately 3 more lights to cover this long stretch of road.

I really do not see changing any of the covenants because the neighborhood is established and this would go against what the current homeowners have agreed to. Also this would cause an unbalance in the home sizes and lot sizes. I believe that what is currently being done to maintain these covenants should continue to be enforced.

Respectfully submitted...

John (Jay) & Corrinne Faikel

Declaration of Restrictive Covenants
SPENCER'S CROSSING
Village of Howard

Document Number

2240596

CATHY WILLIQUETTE
BROWN COUNTY RECORDER
GREEN BAY, WI

RECORDED ON
02/17/2006 01:56:51PM

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

Recording Area

Name and Return Address

Richard Johnston
320 Main Avenue
DePere, WI 54115

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m). USE BLACK INK. WRDA 5/1999

Last Updated
Monday, February 06, 2006

Declaration of Restrictive Covenants

SPENCER'S CROSSING

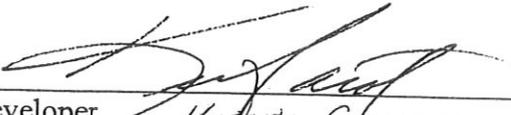
Village of Howard

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 Statutes.
 - 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.

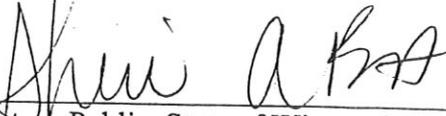
- l. These declarations shall be construed and interpreted in favor of restricting the use of each lot consistent with the purposes hereof and any ambiguity shall be resolved against any lot owner who installs any structure or engages in any activity not clearly authorized under these declarations or 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 6th 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.



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



DRAFTED BY
RICHARD J. JOHNSON