

City of De Pere MEMORANDUM



From: Kimberly Flom, Economic Development & Planning Director

Date: February 17, 2016

RE: **Questions/Answers for Trailside Estates Lots Request for Bid**

As of 4:00PM on Friday, February 12, 2016, the City of De Pere has received two questions regarding the Trailside Estates Lots Request for Bids. See below:

- 1) Are there any restrictive covenants for the lots?

A copy of restrictive covenants that the City has on file is attached for review. Note, however, that bidders are encouraged to conduct their own title research.

- 2) Was any fill brought in during demolition?

Yes fill was brought to the site during demolition.

Trailside Estates

Restrictive Covenants (as per plat)

1	The land on all side and rear lot lines of all lots shall be graded by the owner and maintained by the abutting property owners to provide for adequate drainage of surface water.
2	Each lot owner shall grade the property abutting a street to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.
3	No poles, pedestals or buried cables are to be placed as to disturb any survey stake or obstruct vision along any lot line. A disturbance of a survey stake by anyone is a violation of Section 236.32 of the Wisconsin Statutes.
4	No structures or obstructions to be placed within the designated green area/drainage swale or the green space/berm areas.
5	Sidewalks required on all streets with the exception of Rockland Road and the south side of Killarny from Hein to CTH PP.
6	The six (6) foot drainage easement shall conform to the requirements of City Ordinance 03-23.
7	All R-1 & R-2 side yard setbacks are ten feet.
8	All R-1 & R-2 rear yard setbacks are twenty-five (25) feet.

Declaration of Restrictive Covenants

1	No building erected elsewhere shall be moved onto any lot or lots.
2	No temporary structures (including, without exclusion of others, trailers, basements without residence above, tent, shack, garage or barns of any kind) will be permitted for dwelling purposes. No permanent exterior storage of boats, motor homes, trailers, campers, RV's or vehicles of any kind permitted on lots within this subdivision.
3	Lots 2-55, 57-104, 117-182 shall be used for the purpose of single family residence only. All homes on these lots to be a minimum of 1,400 sq. ft. for a ranch, 1,600 sq. ft. for a two-story or story and a half, bi and tri-level. All homes to have a roof pitch of no less than 7/12. All homes to have a minimum of 1/3 masonry front with a two-stall attached garage.
4	Lots 1, 56, 105-114 shall be used for the purpose of duplex lots. All duplexes to be a minimum of 800 sq. ft. per side. All duplexes to have a roof pitch of no less than 7/12. All duplexes to have a 1/3 masonry front with a two stall attached garage.
5	Lot Numbers 115, 116 and 183 are exempt from the covenants.
6	Every house shall have a foundation below the frost line.
7	No residence shall be erected in the plat until the final plans and site plans used for each building have been approved in writing by the proprietors of this plat, or by such person or persons as they may delegate, provided, however, that when a residence is completed it shall be conclusively presumed that this covenant has been complied with.
8	No fence shall be erected upon any lot in the plat without the prior express written approval of the plat proprietors or their delegates.
9	Any buildings shall be started on the grade established by the City Engineer of the City of De Pere. Setback lines shall conform to local zoning regulations except that proprietor may, in promoting overall harmony, establish other requirements in addition to such regulations.
10	water to backup 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 one year of occupancy in strict compliance with approved subdivision drainage plan. Any walkouts or exposed windows from lower level must have developer or designing engineer approval.
11	No out buildings shall be erected on the subdivision.
12	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 six (6) months after the start of construction.
13	The land occupied by public utility easements of the lots shall not be graded in such a manner as to interfere with drainage of storm water.
14	All landscaping, including law, trees and shrubs to be completed within one year of beginning construction.

15	No horse, cattle, swine, sheep, goats or live poultry of any kind shall be kept on any lot in this plat.
16	No nuisance shall be maintained or suffered to exist in the plat.
17	Satellite dishes less than 20" diameter, mounted on the principal structure, and not visible from the street shall be permitted. All other TV antennas must be contained within the home and not mounted on the roof.
18	Driveways to be of concrete, brick paver or asphalt. Driveway must be connected to paved road (no gravel between driveway and road).
19	All fill and/or topsoil from plat must remain in the subdivision. Any fill or topsoil 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. No fill or topsoil may be hauled out of this subdivision without the permission of the developer.
20	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 and will prevent such material from blowing unto neighboring properties and/or streets.
21	These covenants are enforceable by the Developer and/or the owner of any lot in the subdivision by injunctive relief as well as any and every other legal right. If any lot owner or person(s) in possession of any lot or dwelling on any lot within the subdivision shall violate or attempt to violate any of these covenants, it shall be lawful for any other person(s) owning any lot occupying any dwelling in the subdivision to prosecute and/or commence proceedings at law or in equity against the person(s) violating or attempting to violate any such covenants, either to prevent such person(s) from doing so or to recover damages for such violation or to restrain such violation.
22	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 this 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.
23	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 of 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.
24	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. This declaration shall be interpreted and construed in accordance with the laws of the state of Wisconsin.
25	The covenants and restrictions herein contained shall be in effect for a term of twenty (20) years from the date of this Declaration as 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.
26	The land on all side and rear lots 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.
27	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, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.
28	Variations in any of these covenants may be permitted by the developer where he is reasonably satisfied that such variations will be pleasing and generally in keeping with the character of surrounding properties and will not be a detriment to the subdivision as a whole. After the developer no longer owns any lot in the subdivision, requests for variations may be submitted to such review committee(s) as may be convened from among the property owners within the subdivision for consideration and approval or rejection.