

ORDINANCE 2015-06

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REPEALING AND RECREATING CHAPTER 18.12 (WOODRIDGE ACRES REGULATIONS) OF THE MUNICIPAL CODE OF THE CITY OF PRAIRIE DU CHIEN, CRAWFORD COUNTY, WISCONSIN

Purpose: The purpose of this Ordinance is to amend the current regulations governing the Woodridge Acres subdivision and remove sections that are redundant to other sections of the Municipal Code.

The Common Council of the City of Prairie du Chien, Crawford County, Wisconsin, does ordain as follows:

Section 1: That Chapter 18.12 (Woodridge Acres Regulations) of the Municipal Code of the City of Prairie du Chien, Wisconsin be repealed and re-created to read as follows:

18.12 (WOODRIDGE ACRES REGULATIONS)

(1) **AUTHORITY.** Whereas, the City of Prairie du Chien ("City") is the owner of the property identified on the Subdivision Plat, known as Woodridge Acres, attached as Exhibit "A" ("Subdivision") and the City desires to subject each Subdivision lot to the following conditions, covenants, and restrictions for the benefit of the Subdivision as a whole and for the benefit of each owner of a Subdivision lot, now, therefore, the City declares that the following conditions, covenants, and restrictions are intended to run with, burden, and benefit the Subdivision lots and all Subdivision lot owners, their successors and assigns.

(2) **PURPOSE.** The purpose of this Ordinance is to ensure the use of the Subdivision property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the Subdivision, to regulate the use and appearance of the Subdivision, and to secure for each Subdivision lot owner the full benefit and enjoyment of the owner's home, with no greater restriction on the free and undisturbed use thereof than is necessary to ensure the same advantages to all other Subdivision lot owners.

(3) **LAND USE AND BUILDING TYPE.** A Subdivision lot, whether alone or in combination with one or more other lots in the Subdivision, shall be used only for single family residential purposes and shall be restricted as follows:

(a) No dwelling shall exceed two (2) stories at the front elevation.

(b) All dwellings, except with prior written approval of the Plan Commission, shall have either a one-and-a-half (1 1/2)-car attached garage, a two (2)-car attached garage or a three (3)-car attached detached garage.

(c) All dwellings shall have a roof pitch of not less than 6/12 on the main roofline and shall be constructed of either shake-like or tile-like shingles or a metal roof with hidden fasteners or standing seams, or better quality.

(d) The City Plan Commission has ability to make deviations.

(e) All dwellings, except with prior written approval of Plan Commission, must have 25% masonry or masonry-like fronts.

(f) No structure that is regulated, governed or licensed under Subchapter V of Chapter 101 of the Wisconsin State Statutes shall be permitted.

(4) **ARCHITECTURAL CONTROL.** No dwelling, house, structure, swimming pool, fence, or any additions thereto which were previously approved, may be erected on any lot in this Subdivision until the plans and specifications have been submitted to and approved in

writing by the Zoning Administrator.

(a) For purposes of this Ordinance, a structure shall be defined as any item for which a building permit is required from the City of Prairie du Chien prior to construction or installation.

(b) Any subsequent remodeling or renovation shall comply with the design standards set forth herein.

(c) The exterior colors of the structures shall be earth tones, pastels, whites or wood colors. No bright or shiny colors on exterior siding, for example, bright oranges, royal blues, pinks, purples, and the like, are allowed. Colors are to be compatible with the balance of the neighborhood.

(d) For structures located adjacent to the detention basin, the minimum elevation of the first floor foundation and openings (doors or windows) in the basement wall must be at or above the elevation 644.

(5) PLANS AND SPECIFICATIONS. The City Zoning Administrator shall be given a complete set of plans of all residences to be permanently filed and approved prior to the start of construction. The design shall be harmonious with other residences within the Subdivision and shall conform to setback lines.

(a) Variations will be approved only where, at the discretion of the Plan Commission, it is deemed to be pleasing to the effect of the entire neighborhood or where variations are required by the topography of the land.

(b) Refusal or approval of plans and specifications by the Plan Commission may be based on any grounds, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the City, shall seem sufficient.

(c) If the City does not approve or disapprove such plans and/or specifications within thirty (30) days after receipt of the plans, the plans and specifications shall be deemed to have been approved.

(6) MINIMUM FLOOR AREA AND DESIGN. Any dwelling which fails to conform to the following specified minimum areas shall not be permitted on any lot, except with prior written approval of the Plan Commission.

(a) The square footage of the main structure, exclusive of open porches, breezeways, basements and garages, shall be not less than:

Large Lots (In excess of 18,000 square feet)

Dwelling Type Minimum Size

One story above grade 1,600 square feet

Story-and-a-half above grade 1,800 square feet

Two stories above grade 2,100 square feet

Small Lots (Less than 18,000 square feet)

Dwelling Type Minimum Size

One story above grade 1,400 square feet

Story-and-a-half above grade 1,600 square feet

Two stories above grade 1,900 square feet

(7) BASEMENT. All homes shall have either basements or standard four (4)-foot frost walls.

(8) GRADE. No structure, lawn, or culvert shall be constructed or installed until proper grades for each have been set in accordance with the approved drainage plan for the Subdivision by a licensed land surveying firm in the State of Wisconsin, the cost of which shall be borne by the lot owner.

(9) PRE-CONSTRUCTION MAINTENANCE. No building material shall be placed on any lot more than thirty (30) days prior to the time that construction is to begin.

(10) CONSTRUCTION SITE MAINTENANCE. Property owners shall be responsible for

installing and maintaining erosion control during construction to avoid sediment from leaving their site. In the event that sediment reaches the City street or storm sewer, the property owner shall be responsible to remove the sediment at their cost. Property owners shall be responsible to protect the public concrete sidewalk and the curb and gutter during construction to avoid damage. In the event that any of the aforesaid items are damaged, the property owners shall be responsible to replace it at their cost at the direction of the City.

(11) COMPLETION OF HOME. Construction of a home must start within twenty-four (24) months of the purchase of a lot from the City.

(a) The City reserves the option to repurchase a lot which is in non-compliance with this Subsection or if the owner wishes to sell the lot without having commenced constructions, at the price at which the City sold the lots.

(b) All homes shall be completed twelve (12) months after commencement of building any structure on the lot and shall not be occupied until issuance of an Occupancy Permit by the City Building Inspector.

(c) All landscaping must be completed within twelve (12) months after occupancy, except that a variance may be approved by City.

(d) The City reserves the right to complete the construction, landscaping, or construction of driveway which has been commenced but not completed within the timeframe set forth in Subsection a above.

(e) Any costs incurred by the City, including reasonable attorney's fees and court costs, during the course of enforcing or applying this Section shall be payable by the owner of the lot and a lien shall be placed on the lot.

(12) DRIVEWAYS. All owners of dwellings shall, within one (1) year of completion, install a paved driveway of stable, permanent and concrete or asphalt construction extending from the garage to the street. The back of the concrete curb on the City street shall be neatly saw cut at an angle to maintain the flow line of the gutter. The curb shall not be saw cut vertically in the bottom of the flow line and re-poured as this creates a joint which fails over time

(13) ACCESSORY STRUCTURES. No exterior accessory structure, including but not limited to swing sets, hot tubs, kennels, and similar structures, except flag poles and basketball hoops and poles, shall be permitted forward of the rear line of the residence. All accessory structures must have prior approval of the Plan Commission.

(a) There shall be no above ground swimming pools permanently installed on any of the lots in the Subdivision, unless the pool is attached to a deck or extension of the primary structure in the rear yard, and said deck or extension is attached and surrounds a minimum of 75 percent of the pool.

(b) Temporary swimming pools, not exceeding 30 square feet, shall be allowed as long as said pool is not stored forward of the rear line of the residence for more than three (3) days.

(c) Dog kennels with concrete floors will be permitted, as long as said kennel does not exceed ten (10) feet by twenty (20) feet in size, is located in the rear yard, and is kept in a clean and odor-free condition at all times.

(d) Solar panels are permitted in the back yards, as long as the total area covered by the panels does not violate the city's coverage requirements.

(14) TEMPORARY STRUCTURES, OUTBUILDING OR TRAILERS. Except as may be authorized by the Plan Commission, no structures of a temporary nature, such as shacks, basements, barns, or other outbuildings, shall be permitted on any lot either temporarily or permanently. Tents may be placed temporarily for no more than three (3) consecutive days.

(a) No structure other than a completed residence shall be occupied.

(b) Snowmobiles, mini-bikes, fishing shanties, and the like must be stored inside garages.

(c) Recreational vehicles, boats and trailers may be stored, as long as said items are

placed on a non-permeable surface adjacent to any garage, and the front of said item is not located forward of the front line of the garage.

(d) No outside clotheslines are allowed in the front and side yards.

(e) Firewood may be stored in the rear yard, as long as the storage is not visible from the public right-of-way. If storage is required in an area of the rear yard that is visible from the public right-of-way, said storage must be placed in an area that is screened or fenced from the view of adjacent property owners.

(15) UNATTACHED BUILDINGS. Subject to the approval of the Public Works Committee, an unattached building may be built, so long as it is of the same exterior design, material, and quality of the home.

(a) No more than one (1) unattached building may be constructed for each primary residence, regardless of the number of lots the structures cover.

(b) No unattached buildings may be constructed unless the design and placement are approved in writing by the Plan Commission, and the building is permanently attached to a concrete foundation.

(16) FENCES, TREE AND BERMS. No fence shall be erected on a Subdivision lot without the prior approval of the Plan Commission.

(a) Invisible pet fences are permitted.

(b) In the event the City or its designee constructs a berm, fence, and/or Subdivision identification signage along/upon selected lots in the Subdivision, neither current nor subsequent owners of these lots shall alter such berm, the plantings on it, or any fence or signage that may be erected upon it, or elsewhere in the Subdivision. All owners of these lots shall maintain the portion of the fence and/or signage on their lot to the reasonable satisfaction of the City, so long as the City shall own any lot in the Subdivision.

(c) Trees shall not be planted in the tree bank of the City streets.

(d) Property owners shall be required to plant not less than one tree or more than two trees in the front yard, and said trees must conform to the City's Urban Forestry Plan and be a species approved by the City Forester.

(17) SIGNS. No sign of any kind shall be displayed on any lot except an address sign of not more than one (1) square foot and one (1) sign of not more than six (6) square feet advertising the property during the construction and sales period, except that the City may utilize signs of any size and quantity for advertising properties for sale in the Subdivision. Subdivision lot owners are allowed to erect a sign for the resale of their property.

(18) ANTENNAS. Satellite dishes less than 20" in diameter, mounted on the principal residence structure shall be permitted on each lot in the Subdivision. All other TV antennas shall be permitted as long as they are located on a tower located in the backyard of the home, adjacent to the home, and have a height that does not exceed three (3) feet above the highest point of the roof.

(19) DIVISION AND COMBINING OF LOTS. No one (1) lot shall be re-subdivided. Two lots may be combined, at the discretion of Public Works Committee, so long as the combination of the two lots does not create a lot exceeding 20,000 square feet.

(20) TRASH. All trash and waste shall be kept in sanitary containers.

(a) No sanitary container is to be put outside of any dwelling sooner than the day before regularly scheduled pick-up.

(b) All sanitary containers must be stored in a primary or accessory structure, or in the open but not in the view of the public right-of-way, within one (1) day being picked up by a licensed handler.

(21) MAINTENANCE AND UPKEEP. Lot owners shall, at their sole expense, repair their residence, keeping it in a condition comparable to that at the time of its initial construction, excepting only normal wear and tear. If all or any portion of a residence is damaged or destroyed by fire or other casualty, then the owner shall, with all due diligence, promptly rebuild, repair, or reconstruct the residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty.

(22) UTILITIES AND EASEMENTS. Each property owner's electric, natural gas, and telephone service lines shall be underground throughout the length of service from the provider's point of delivery to the owner's building.

(a) The cost of hookup to respective utilities, and maintenance thereof, shall be borne by the lot owner upon whose lot the service line is located.

(b) Appropriate easements are hereby dedicated and reserved to each lot owner, together with the right of ingress and egress over abutting lots or properties to install, operate, or maintain service lines to the providers' termination points. Easements are as recorded on the plat map for the Subdivision. All easements shown on the plat will be maintained and preserved in their present condition and no encroachment thereon and no change in the grade or elevation thereof will be made by any person or lot owner without the express written consent of the respective utility providers and the Developer. Aboveground transformers and pedestals may be installed at appropriate points in any easement.

(23) ZONING, HEALTH, AND OTHER LAWS AND REGULATIONS. All zoning, health and other laws, ordinances, and regulations promulgated by governmental agencies having jurisdiction over the Subdivision shall be strictly observed and complied with.

(24) VARIATION. Variations may be permitted by the Plan Commission and the City where it is reasonably satisfied that such variations will be pleasing and generally in keeping with adjacent properties and not be a detriment to the Subdivision as a whole.

(25) ENFORCEMENT. The City may enforce this Ordinance using any available legal or equitable remedies including, but not limited to, affirmative or restrictive injunctions. In the event of litigation to enforce these conditions, covenants, and restrictions, the non-performing party or the party violating any of the sections of this Ordinance shall reimburse the City for all out-of-pocket expenses, including actual attorneys' fees and court costs, incurred in successfully enforcing this Ordinance.

(26) TERM. This Ordinance shall remain perpetually in effect.

(27) ORDINANCE TO RUN WITH THE LAND. All future transfers of any Subdivision lots shall be made subject to the conditions, covenants, obligations, and restrictions set forth herein. It is understood that the acceptance of a deed by any purchaser is to be considered an agreement to observe and abide by these covenants, conditions, and restrictions for the protection of all lot owners.

(28) INVALIDITY. Should any section of this Ordinance, for any reason be declared invalid, such declaration shall not affect the validity of the remainder of the Ordinance, which shall remain in full force and effect as if the invalid covenant had not been a part of the Ordinance.

Section 2: Any ordinance or parts thereof inconsistent herewith are hereby repealed.

Section 3: This Ordinance shall be effective from and after its passage and publication as required by law.

Passed and approved this 2nd day of June, 2015.

David Hemmer, Mayor

ATTEST:

Aaron Kramer, City Administrator

Barb Elvert, City Clerk