



**211 Walnut Street
Neenah, WI 54956**

AN ORDINANCE: By the Neenah Plan Commission
Re: Amending Neenah Municipal Code Section 26-178 of the Zoning Code relating to Single-Family Attached Dwellings in the R-2, Two-Family Residence District.

ORDINANCE NO. 2021-02

Introduced: January 26, 2021

Committee/Commission Action:

RECOMMENDED FOR PASSAGE

AN ORDINANCE

The Common Council of the City of Neenah, Wisconsin, do ordain as follows:

Section 1. That Neenah Municipal Code, Section 26-178 of the Zoning Code is hereby amended by deleting the stricken language and adding the highlighted language to read as follows:

Sec. 26-178. – Standards.

Standards for the R-2 Two-Family Residence District are as follows:

- (1) Minimum front yard setback, 25 feet or the average setback for a principal dwelling or use along the block. Structures shall be placed within plus or minus five feet of the average setback, but in the case where the average setback is less than 25 feet, the structure shall be located no less than the average setback.
- (2) Minimum side yard, six feet and an aggregate minimum width on both sides of 16 feet (excluding Single-Family Attached Dwellings).
- (3) Minimum rear yard, 30 feet.
- (4) Maximum height, 35 feet or 2½ stories.
- (5) Minimum dwelling width, 20 feet.
- (6) Minimum side yard and rear yard of detached garages, accessory buildings and uses that are not located in any actual or required side yard and are five feet or more from the principal dwelling, three feet side yard and three feet rear yard.
- (7) Minimum side yard and rear yard of detached garages, accessory buildings and uses located in any actual side yard, the side yard must meet or exceed the requirements of the principal structure and a minimum rear yard of three feet.

- (8) Minimum side yard and rear yard of detached garages that are less than five feet from the principal dwelling must meet or exceed the setback requirements of the principal structure.
- (9) Fence requirements, refer to Chapter 21, Article II of this Code.
- (10) Swimming pool yard requirements: No swimming pool or any related structure or equipment shall be located in any actual front yard, or less than ten feet from any side or rear lot line, except that when said pool is enclosed with a six-foot high privacy fence, the required side and rear yard may be reduced to six feet.
- (11) Minimum lot size, 7,200 square feet total and not less than 3,600 square feet per dwelling unit.
- (12) Minimum lot width, 60 feet at the building line (excluding Single-Family Attached Dwellings).
- (13) Parking, refer to Section 26-513.
- (14) Keeping of not more than two boarders and/or roomers by resident family.
- (15) Minimum shoreyard setback, 50 feet for a principal dwelling or use and accessory structures or uses. Boathouses are excluded from the shoreyard setback requirements.
- (16) Landscaping requirements: Institutional, public and commercial uses allowed as special uses in this district must meet the landscape standards in Article X of this chapter.

Standards for Single-Family Attached Dwelling Development.

- (1) Minimum lot size, 3,600 square feet per dwelling
- (2) Minimum lot width, 30 feet at the building line per dwelling.
- (3) Maximum Height, 35 feet or 2 ½ stories.
- (4) Minimum front yard setback, 25 feet or the average setback for a principal dwelling or use along the block. Structures shall be placed within plus or minus five feet of the average setback, but in the case where the average setback is less than 25 feet, the structure shall be located no less than the average setback.
- (5) Minimum rear yard setback, 30 feet.
- (6) Minimum side yard, Zero (0) feet on the common wall side provided that:
 - a) The opposite side yard being a minimum of six (6) feet.
 - b) Patios and decks may have a zero setback from the zero lot line side yard setback.
 - c) Driveways may be separate or shared.
 - d) All state and local building code requirements shall be met for a single-family attached dwelling.
 - e) Every single-family attached dwelling constructed after March 1, 2021, shall be constructed with identical materials.
 - f) For the purpose of this subsection the term "identical materials" means exactly the same in design, color, scale, architectural appearance, and other visual qualities including, but limited to, alignment, character, context, directional expression, height, location, materials, massing, proportion, relationship of solids to voids, rhythm, setting, size, volume, etc.
 - g) For the purpose of this subsection the term "similar materials" means nearly but not exactly the same in design, color, scale, architectural appearance, and other visual qualities including, but not limited to, alignment, character, color, context, directional expression, height, location, materials, massing, proportion, relationship of solids to

voids, rhythm, setting, size, volume, etc. or alike; having a general resemblance, although allowing for some degree of difference. This term is to be interpreted to mean that one thing has a resemblance in many respects, nearly corresponds, in somewhat like, or has a general likeness to some other thing but not identical in form and substance.

- h) Restrictive covenants shall be recorded at the county register of deeds, providing declarations and or bylaws similar to those typically recorded on a declaration of condominium.
 - 1. If the driveway is shared, the maintenance and use standards for the shared driveway shall be part of said covenants.
 - 2. Include a note that reads, *"The parties hereto agree that the aesthetics of the units are important to the value of the building. Therefore, any subsequent repairs or maintenance performed by a unit owner to the exterior of their portion of the single-family attached dwelling shall use at a minimum materials similar with those materials already incorporated into the building if identical materials are not incorporated into the repair or maintenance project. Each party may agree in writing to change the original color of the building so long as the color change applies to each unit. No party may change the color of the building so that it is different than the other unit."*
 - 3. Said covenants shall provide for mediation of any and all disputes between owners of each dwelling unit and third party with regard to construction, use and maintenance of the real property.
 - 4. Said covenants shall specifically state the City of Neenah and all approving authorities shall not be held responsible for same, and that said covenants shall insure to all heirs and assigns.
 - 5. Proof of said recorded covenants or subsequently amended shall be submitted to the Community Development and Assessment Department.
- i) Each dwelling unit shall have separate sewer and water lines and other separate utility lines entering each dwelling unit and also separate sump pump.
- j) Easements shall be provided upon each lot as may be necessary for ingress and egress, water, sewer and all other utility services.
- k) The single-family attached dwelling parcel shall be divided by certified survey map or subdivision plat pursuant to Chapter 25 Subdivisions and Other Land Divisions of the Municipal Code.
 - 1. A restrictive endorsement shall be placed on the face of the CSM or plat that reads, *"When single-family attached dwelling units are created, matters of mutual concern to the adjacent property owners due to construction, catastrophe, use, repair and maintenance shall be guarded against by private/restrictive covenants and deed restrictions, and no approving authority shall be held responsible for the enforcement of same."*

A copy of said Restrictive covenants shall be submitted with the initial application for certified survey map or subdivision plat approval.


Section 2. Severability. In the event any section, subsection, clause, phrase or portion of this ordinance is for any reason held illegal, invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of this ordinance. It is the legislative intent of the Common Council that this ordinance would have been adopted if such illegal provision had not been included or any illegal application had not been made.

Section 3. Repeal and Effective Date. All ordinances or parts of ordinances and resolutions in conflict herewith are hereby repealed. This ordinance shall take effect from and after its passage and publication.

Adopted: Lang/Stevenson

Published: 8 - 0

Approved: 
Dean R. Kaufert, Mayor

Attest: 
Stephanie Cheslock, City Clerk