

**DECLARATION OF
EASEMENTS, RESTRICTIONS
COVENANTS, AND STORM WATER
MANAGEMENT MAINTENANCE
PROVISIONS FOR
OAKMERE FARM SUBDIVISION**
Document Title

Recording Data
Name and Return Address

Parcel Identification Nos.

**DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE
OAKMERE FARM SUBDIVISION**

THIS DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE OAKMERE FARM SUBDIVISION (hereinafter "Declaration") is made this ____ day of _____, 2022 by JS Development LLC, hereinafter referred to as the Developer, this Declaration to be effective upon the recording of the same.

WHEREAS the Developer owns the following described real estate in the Village of Rochester, Racine County, Wisconsin, described as:

Lots 1 through 38, and all Outlots, inclusive of The Oakmere Farm Subdivision according to the recorded plat thereof, located in the Village of Rochester, Racine County, State of Wisconsin.
Hereinafter referred to as the "Property".

NOW, THEREFORE, the Developer hereby declares that the real estate described above shall be used, held, transferred, sold and conveyed subject to the easements, conditions, restrictions, covenants and reservations hereinafter set forth, which shall inure to and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest and any owner thereof, in order to maintain harmony of appearance, protect property values, and develop the lands above described to a residential district of the highest class and character, and for the protection of the buyers of lots in said Property, the Developer and the Village of Rochester.

DEFINITION OF TERMS:

- A. Building Site: One recorded, platted lot or two or more contiguous recorded, platted lots under recorded common ownership.
- B. Lot: One recorded, platted Lot.
- C. Family: One, or more than one, person living, sleeping, cooking or eating on premises as a single housekeeping unit;
- D. Committee: The Oakmere Farm Homeowners Committee formed in accordance with this Declaration;
- E. Village: The Village of Rochester, Racine County, Wisconsin.

**ARTICLE I
PROPERTY SUBJECT TO DECLARATION**

- 1.1 Property Subject to this Declaration. All of the Lots and Outlots situated within The Oakmere Farm Subdivision as described above shall be subject to this Declaration, however, because there is an existing home and outbuildings on lot 38 and an existing pole barn on Lot 37, the following exclusions apply For Lot 37 and Lot 38, the architectural control requirements of Section 2.3 only apply to new construction, and not

to any existing structures existing on Lots 37 and 38 at the time the plat is recorded. Lot 37 and 38 shall be subject to all other provisions of these Covenants.

ARTICLE II PURPOSE AND STANDARDS

- 2.1 General Purpose. The purpose of this Declaration is: to ensure the best use and most appropriate development and improvement of each Building Site: to protect owners of Building Sites against such use of surrounding Building Sites as will detract from the residential value of their property; to preserve, so far as practicable, the natural beauty of the property; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious use of materials and color schemes; to ensure the highest and best residential development of the property; to encourage and secure the erection thereon of attractive and appropriately located homes; to prevent haphazard and unharmonious improvement of Building Sites; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general, to provide for a high type and quality of improvement and thereby to preserve and enhance the values of investments made by purchasers of Building Sites. **In addition to this Declaration, the lands included within the Property are also subject to the terms of the Developer's Agreement entered into between the Developer and the Village of Rochester, dated _____, 2022, and recorded in the Office of the Register of Deeds for Racine County, Wisconsin, on _____ 2022, as Document Number _____. Irrespective of its language, this Declaration does not modify, diminish or negate the Village's ability to enforce the terms of that agreement or its ability to enforce the terms of any of any of its ordinances.** In addition, this Declaration shall ensure the maintenance of the storm water ponds, maintenance of the storm water management features, maintenance of the dry fire hydrant, maintenance of the drainage ditches and drainage easements and, without limitation, ensuring that individual lot owners maintain easements.

2.2 Land Use and Building Type.

No further division of any Lot or Out lot as described herein shall be allowed as shown on the plat of the development. No building shall be erected, altered, placed or permitted to remain on any Building Site (except for existing buildings and outbuildings on Lots 37 and 38, and improvements to those outbuildings) other than one single family dwelling and a private garage, and other improvements incidental to residential use. Accessory buildings/structures, if in conformance with Village ordinances and ordinances/laws of any other legal entity, having jurisdiction, will be allowed.

The size of Accessory buildings/structures shall be governed by any applicable ordinances of any entity, for example, the Village of Rochester having the authority to enforce the same.

- 2.3 Architectural Control. All structures shall be designed by a registered architect, designer, or a registered professional engineer who is experienced in residential design. No building or other improvement shall be erected, placed or altered on any Building Site until the appropriate plans, specifications, landscaping plan, and plot plan showing

existing and proposed contour topography, the location of all proposed and existing buildings and other improvements, and the location and elevation of all buildings and other improvements on adjacent Building Sites, have been approved in writing as to quality, materials, external design, color, location, finish grade elevations and driveways (all in relation to existing and planned buildings and other improvements, topography and general subdivision development), by the Committee, or by a representative designated in writing by the Committee. In the event the Committee or its designated representative fails to approve or disapprove such design and location within thirty days after said plans, specifications, landscaping plan, and plot plan have been submitted to it, or, in any event, if no suit to enjoin the erection or placing of such building or the making of such alterations has been commenced within thirty days after the initial thirty days, such approval will not be required and this covenant shall be deemed to have been fully complied with.

- 2.4 Lawn. A grass lawn over front, back and side yards shall be established within twelve months after occupancy of the residence unless the provisions of section 7.1 apply. Weeds shall be controlled on all areas of a Lot. Each Lot owner is responsible for mowing the grass or ground cover between the owner's property line and the street, and keeping their ditches and culvert open and functioning properly.
- 2.5 Main Building Quality and Size.
- A. The floor area (excluding bay windows, unheated breezeways and garages) of the main building erected or placed on any Building Site shall be at least as follows:
- (1) One-Story Buildings - not less than 1800 square feet;
 - (2) Buildings Having More Than One Story - not less than 1200 square feet on the first floor (defined as the lowest floor of which 50% or more in area is approximately equal to or above front established grade elevation) and not less than 2200 square feet total;
 - (3) Split-Level Buildings - not less than 1800 square feet of floor area on all levels approximately equal to or above front established grade elevation.
- B. The Committee, as hereinafter provided, shall have exclusive jurisdiction to determine whether the area requirements will be met by a particular proposed building. The Committee, for example, may act to prohibit the near proximity of homes with similar colors. Any such action by said Committee shall be final and conclusive and not subject to challenge of any type, including any legal action.
- 2.6 Building Location. No building or other improvement shall be located on any Building Site nearer than 75 feet to the street right-of-way line or nearer to the rear lot line than 25 feet, or nearer to any side lot line than 25 feet. No driveway shall be installed nearer than three feet to any side lot line.
- 2.7 Grade Restrictions. The grade of lots shall be established according to the Master Grading Plan of the Property so that the drainage as shown thereon may be established

and maintained. No ground fill shall be placed upon any Building Site except as may be necessary to meet the finished grade of lots as set forth in the Master Grading Plan of the Property.

- 2.8 **Finish Grade.** No owner of any lot shall or will at any time alter the grade of any lot from that which is naturally occurring on that lot at the time the site development improvements have been completed by the DEVELOPER unless and until the lot owner shall first obtain the written approval of the VILLAGE Engineer for such grade alteration. In order to obtain this approval, it shall first be necessary for the lot owner, at the lot owner's expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects on site drainage, states that the effects on site drainage will not be in violation of law as to alteration of natural drainage courses, and is a plan which does not unreasonably affect an adjacent property owner as regards drainage or their viewing of unreasonable slope treatment. The VILLAGE Engineer's approval, if granted, shall not relieve the lot owner from the ultimate responsibility for the design, performance, and function of the grade alteration and/or drainage condition, and the lot owner by requesting the alteration, and/or by altering the grade, thereby agrees to indemnify and hold harmless the VILLAGE and its agents, employees and independent contractors regarding the same. The DEVELOPER and/or the VILLAGE and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same.
- 2.9 **Garage, etc.** Provision shall be made on each Building Site for the erection of at least a two-car garage, which shall be constructed at the time the main building is constructed. The garage shall be:
- A. attached to the main building; or
 - B. connected to the main building by a breezeway; or
 - C. incorporated into the basement of the main building; and
 - D. all garages shall otherwise comply with the requirements of this declaration.
- 2.10 **Nuisances.** No noxious odors shall be permitted to escape from any Building Site and no activity which is, or may become, a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted within the Property. No junk or accumulation of debris or materials shall be stored outside. It is understood that construction itself, by its nature, may create unusual noise, traffic disruption and odor. It is not intended to prohibit such action.
- 2.11 **Signs.** No sign of any kind shall be displayed to the public view on any Building Site except one professional sign of not more than two square feet, or one sign of not more than five square feet advertising the property for sale or rent, or a sign used to advertise the property during the construction and sales period.
- 2.12 **Temporary Residence.** No structure of a temporary character, and no trailer, basement, tent, shack, garage, barn or other outbuilding shall be used within the Property at any time as a residence.

- 2.13 Garbage and Refuse Disposal. No part of the Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and reasonably, in the discretion of the committee screened from view.
- 2.14 Sight Distances at Intersections. No fence, wall, hedge or shrub planting greater than 30 inches in height shall be placed or permitted to remain on any Lot within the Vision Corner Easements shown on the Plat. The same sight line limitations shall apply within ten feet from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- 2.15 Driveways. Each Building Site shall have one driveway properly surfaced with asphalt, concrete, brick, or cobblestone, not less than 12'0" in width, to connect the garage with a public street, with installation completed within one year of occupancy. Access drives to Accessory buildings are exempt from this requirement. All driveways must be built consistent with Village of Rochester Village Code Section 6-7, specifically the posting of a \$5,000 protective bond to the Village for any damage caused to roadways; the requirement for the owner of the lot to install a driveway apron prior to any construction or excavation; all construction traffic is to use the driveway apron; and that the apron is at least 20-feet-wide and made of at least four inches of asphaltic concrete.
- 2.16 No Overhead Wires. All Property electric, telephone and cable service and distribution lines, including service and distribution lines to individual Lots, and building(s) and improvements thereon, shall be underground. No overhead wires shall be permitted.
- 2.17 Primary Structure Building Materials and Exterior. A. Exterior materials of all buildings shall be natural materials, Engineered Wood, Fiber Cement or vinyl that is of a premium grade, having embossed texture which, together, gives the appearance of natural materials. Prefinished fascia and soffit, gutter and downspouts may be used; however, all man-made exterior siding materials must receive prior Committee approval. Corner wraps are required. All window and corner wraps shall be of natural materials. All windows on all elevations shall have shutters or window wraps.
- B. Roof pitches must be at least 4/12, roofing materials shall be either wood shake, metal or dimensional fiberglass shingles.
- C. At least fifteen percent of the front elevations of all buildings shall be of brick or stone.
- D. The color of all exterior materials shall be included in plans submitted to the Committee for approval. Prior to installing any exterior building materials on any building within the Property, a sample of the materials to be installed may be requested to be delivered to the Committee for approval.

2.18 Accessory Building/Structure Materials and Exterior.

Stick frame or Post frame construction is allowed with the following conditions:

- A. Exterior materials of all accessory buildings/structures shall be either wood, engineered wood, fiber cement, steel, brick, stone or vinyl that is of a premium grade, having embossed texture.
- B. Roof pitches must be at least 4/12, roofing materials shall be either wood shake, metal or dimensional fiberglass shingles.
- C. The color of Accessory Building/Structure shall be similar to the color of the Primary Structure. Complementary colors may be considered by the Architectural Control Committee.

In Addition, any Stick Frame or Post Frame Structure must meet at least 3 of the following 5 criteria:

- 1. Incorporating wainscoting in all exterior walls. Panels in a contrasting/complementing color, brick, and stone all are acceptable.
- 2. Change the roofline:
 - Choose a hip roof instead of a gable roof
 - Add eave extensions from 1' to 10' deep
 - Include a self-supporting end wall canopy from 3' to 10' deep
- 3. Use Residential or Commercial Doors and Windows
- 4. To break up the rectangular shape of a basic metal building, add smaller frames to "pop-out" of the main structure.
- 5. Inclusion of long Awnings or Canopies on at least one elevation.

2.19 Ditch/Culvert. Prior to commencing construction of any building, the Lot owner shall install appropriate drive and culvert access to the Lot, subject to approval by the Village. Prior to the issuance of any building permits, the Lot Owner must advance a cash bond as required by the Village to cover repair to ditches that may be damaged and not repaired prior to occupancy. The Owner will not receive a building permit until all ditches and culverts are satisfactorily installed and completed. A minimum 15" culvert is required. Culvert/ditch elevations shall be approved by the Village prior to installation.

2.20 Impact Fees and Connection Charges. Impact Fees required by the Village shall be paid by each lot owner upon issuance of a residential building permit.

2.21 Powers of the Village of Rochester. In the event an action needs to be taken to enforce these covenants and/or applicable laws and ordinances, the Village of Rochester may, but is not required to do so, impose a special assessment on any property culpable for the same. The statutory/ordinance notice proceedings for imposition of such assessments are hereby waived; along with any right to protest the same, and may be taken at any duly

noticed meeting. All costs incurred by the Village including legal, engineering and administrative costs may be added to the assessment. Such assessment is not subject to challenge by any Court proceeding. Failure to pay the same when due, will result in a charge imposed on said real estate tax bill.

The Developer, its successors and assigns, and all parties hereafter having an interest in the property, are subject to all rules, codes, regulations, and ordinances of the Village of Rochester, Racine County, the State of Wisconsin and the federal government, and the same may be more restrictive than these Restrictions. In the event there is a conflict between the requirements of these Restrictions and any provision of the Village, County, State or federal law or regulation, the more restrictive provisions shall apply. If the Village is required by these Covenants to give notice to the Committee, such notice is accomplished by letter to the last known mailing address provided to the Village, whether or not the Committee is functionally in existence at the time.

- 2.22 Liability. Neither the Developer nor any member of the Committee, or their respective successors or assigns, shall be liable in damages to anyone submitting plans to them for approval, or to any owner or user of any of the lands subject to this Declaration, by reason of mistake in judgment, negligence or failure to approve said plans or in connection thereto.
- 2.23 **Maintenance of Common Areas.** In the event the Committee does not properly landscape or maintain any common area, properly maintain any signage **or properly maintain the landscaping in the Median of Beere Lane** the Village of Rochester may send written notice to the Committee indicating that the Village has determined that the common areas and/or signage are not being properly landscaped and/or maintained, and further indicating that the Village of Rochester will perform such landscaping and/or maintenance if not properly done by the Committee. The above-referenced notice shall give the Committee a minimum of seven (7) days to correct the problem. If the common area and/or sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Village of Rochester shall then have the authority to landscape and/or maintain any such common area and/or sign referred to in said notice and shall have the right to charge the lot owners on a pro rata basis for any costs incurred by the Village as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any lot owner within the period fixed by the Village of Rochester, such charges shall become a lien upon the lot owner's lot as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the lot owner's lot as provided in Section 66.0627, Wis. Stats.
- 2.24 **No Fees or Assessments in Event of Tax Forfeiture.** Neither Racine County nor the Village of Rochester shall be liable for any fees or special assessment in the event that Racine County or the Village of Rochester become the owner of one or more lot in the development by reason of tax delinquency.

- 2.25 **Ownership of Outlots.** Outlot ownership shall be divided as follows: Each Lot Owner within the Property shall have an equal undivided interest in Outlots 1 and 2. Outlot 3 shall be owned by lot 20. Outlot 4 shall be owned by lot 21. Outlot 5 shall be owned by lot 22. Outlot 6 shall be owned by lot 23. Outlot 7 shall be owned by lot 24.
- 2.26 **Waiver of Special Charge Procedures.** Whenever in this declaration of easements, restrictions, covenants, and storm water management/maintenance special charges or special assessments are permitted to be imposed by the Village, the lot owners hereby waive all notices and hearings, and such charges and assessments may be imposed immediately by the Village without the necessity of having any hearings or any notice to the lot owners (s).

ARTICLE III OAKMERE FARM HOMEOWNERS COMMITTEE

- 3.1 **Oakmere Farm Homeowners Committee Membership.** The Oakmere Farm Homeowners Committee, herein known as the Committee, shall initially consist of two persons designated by the Developer. Initially, the Committee shall consist of Jim Schilling and Shelly Schilling.

Once the Developer's responsibilities expire as described in Article VIII, before such responsibilities expire, the Committee shall consist of three members appointed by the Developer. Subsequent members shall be elected by the owners of the Building Sites. A majority of the Committee may designate a representative to act for it, in which case such representative shall have and may exercise all of the powers of this Committee until such designation has been revoked by a majority of the Committee. In the event any vacancy or vacancies occur in the membership of the Committee by reason of death, resignation or otherwise, until filled, the remaining member(s) shall have and may exercise all powers of the Committee. If at any time the Committee has no members, the Building Site owners, at a meeting thereof; shall elect the Committee members to fill all vacancies on the Committee. All members of the Committee except those designated by the Developer shall be Building Site owners, owning and residing upon a Building Site subject to this Declaration. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Declaration. A meeting of the Building Site owners to elect any Committee member shall be scheduled, noticed, conducted and concluded by majority vote, with each Building Site being entitled to one vote. No Committee member shall be personally liable for any decision or action taken by him or her and is not subject to suit thereon.

ARTICLE IV

A. Location; Ownership; Maintenance.

- (1) **Drainage Easements.** The Developer hereby grants Storm Water Detention (Drainage) Easements for the storm water detention ponds located on the easements located on Outlots 1 and 2, and the other lots as shown on the Plat of the Property, which exist for the benefit of all of the Lot owners and to the Village

of Rochester. These Easements are a common area and are subject to the following provisions:

The Lot Owners (1 through 38 inclusive) shall be responsible for completing necessary repairs, alterations, landscaping and all required maintenance of the applicable Easement Areas. Outlot ownership shall be divided as follows: Each Lot owner within the Property shall have an equal undivided interest in Outlots 1 and 2. All costs of maintenance and repair of the storm water retention ponds shall be divided equally among all Lot owners. ~~The owners of Lots 19, 20, 21, 22, 23, and 24 shall have an equal undivided interest in Outlots 3, 4, 5, 6 and 7.~~ The Village shall have the standing, but not the obligation, to commence suit or take such other lawful actions the Village deems appropriate to enforce the above and shall be entitled to recover from the Committee and the Lot Owners its reasonable costs, attorney and engineering fees incurred therein.

The Individual Lot owners shall be responsible for mowing any lawn areas within the confines of their sites as may be required by the Village. No filling or other activity or condition detrimental to their function as storm water drainage facilities shall occur or exist within the Easement Area without the written approval of the Developer (if the Developer still owns lots in the Property), and by the Village of Rochester. From time to time, at the Village's discretion, the Village shall have the right to inspect such an area and shall have reasonable access to the same.

The obligations contained in this section shall run with the land, shall be binding upon the lot owners, the Developer, its successors and assigns in title in their capacity as Owners, and shall benefit and be enforceable by the Developer and the Village which has the right but not obligation to enforce. The Developer, its successors and assigns shall be relieved of any preservation, protection or maintenance obligations it may have once the conditions of Article IX have been satisfied. The Lot Owners shall be bound by these covenants and Easements forever. In the event that the Lot Owners default in their performance of the obligations required hereunder, the Village may undertake to complete such obligations and charge the total costs thereof, plus an additional fee for its expenses including attorney and engineering fees, as a special charge or special assessment upon the Lot owners. The Lot Owners will have 30 days after the receipt of an invoice to reimburse the Village for the amount of the invoice. In case of failure to pay within the allotted time, the Village may impose a special assessment for each Lot as herein above described.

- B. Other liability provisions. When the negligence or willful misconduct of Lot owners, their guests and invitees cause damage to the Storm Water Detention Pond and/or Storm Sewer System, that Lot Owner who was responsible for the damage shall repair or reconstruct the damaged portion of the Storm Water Detention Pond and/or Storm Sewer System at his or her sole cost and expense to the satisfaction of the Village Engineer. In the event that said lot owner(s) defaults in said performance and said default continues for a 30-day time period after notice from the Village, the Village may undertake to complete such work and

charge the total cost thereof, as a special charge or special assessment on said lot(s). Lot owners specifically waive notice and opportunity to object to said procedure, assessment and/or tax as above described.

- 4.2 Dry Fire Hydrant. The Developer shall be responsible for completing the initial construction and installation of a dry hydrant drawing water from a wet pond as shown on the Property plans. The Rochester Fire Company or the Village will have the right to maintain the fire hydrant and access area as they deem appropriate.

The Lot owners 1-38 inclusive shall, within 30 days after receipt of an invoice from the Rochester Fire Company or the Village of Rochester, reimburse the Rochester Fire Company or the Village for the costs of maintaining, repairing and replacing the fire hydrant and related facilities. Failure to pay the invoice within 30 days shall result in the imposition of a special pro-rata (equally per lot) special assessment lien upon all lots within the Property for the costs of the same, notice and an opportunity to object to said assessment, notice, being expressly waived as above described.

- 4.3 Erosion Control. The Village may enter upon any Lot within the Property for purposes of enforcing erosion control; however, the Village is under no obligation to enforce the same.

ARTICLE V TERM, AMENDMENT AND SEVERABILITY

- 5.1 Term and Amendment. Unless amended as herein provided, this Declaration shall continue for a period of 25 years from the initial recording of this Declaration, except for the obligations to, and the rights of, the Village of Rochester/ or the Committee as set forth in this Declaration and in the Developer's Agreement. During a period of three years from the date of such recording, or until all of the Lots subject to this Declaration have been sold by Developer, whichever occurs first, this Declaration may be amended by the recording of a written instrument executed by or on behalf of all of the following: A. the Developer or its successor in interest; and B. the owners of two-thirds of those Lots subject to this Declaration.

Thereafter, until the expiration of such 25-year period, this Declaration may be amended by the recording of an instrument executed by the owners of two-thirds of the Lots subject hereto. All amendments made during such 25-year period shall be consistent with the general plan of development embodied in this Declaration. After the expiration of such 25-year period, this Declaration (as presently written or as so amended) shall be automatically extended for successive periods of ten years, unless an instrument executed by the owners of a majority of the Lots subject hereto has been recorded to abolish or change the same in whole or in part. In ascertaining the number of owners assenting to any such amendatory instrument, persons having the power to convey the fee simple on a given Lot shall constitute a unit having a single vote.

In any event, this Declaration may not be amended or abolished without the written approval of the Village of Rochester.

The Easements granted in Article IV shall run with the land and shall be binding on the Developer, Lot owners and their successors and assigns forever.

The restrictions herein which benefit the Village of Rochester shall have an unlimited and perpetual duration, unless terminated by the Village of Rochester in writing that is duly recorded in the office of the Racine County Register of Deeds.

- 5.2 Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other covenant, which other shall remain in full force and effect.

ARTICLE VI LOT OWNER ENFORCEMENT

- 6.1 Enforcement. The restrictions and covenants contained herein may also be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate the same, or by any Lot owner, and the judgment in any such proceedings, in addition to providing for the removal of any building or structure erected, built, or placed in violation of the foregoing restrictions and covenants, shall provide that the party found guilty of such breach shall pay to the party or parties prosecuting such proceedings, in addition to the taxable costs thereof, his or their reasonable and proper attorney fees, and all other expenses incurred by him or them therein.

ARTICLE VII PRIMARY ENVIRONMENTAL CORRIDOR

- 7.1 Primary Environmental Corridor. Areas of land designated on the recorded plat of the Property as "Primary Environmental Corridor" are subject to the following restrictions:
- A. Grading, filling, and excavation in said areas shall be prohibited.
 - B. Construction of buildings within wetland areas shall be prohibited.
 - C. Removal or destruction of any vegetative cover, i.e., trees, shrubs, wildflowers, sedges, and vegetation shall be prohibited.
 - D. Introduction of plant material not indigenous to the existing environment of the areas shall be prohibited in the areas.
 - E. Grazing by domesticated animals (e.g., horses and cows) shall be prohibited within said areas.

ARTICLE VIII TERMINATION OF DEVELOPER'S RESPONSIBILITIES

- 8.1 Termination of Developer's Responsibilities.
- A. The responsibilities assigned to the Developer pursuant to this document shall be terminated upon the completion of the construction of the infrastructure of the Property, the establishment of the Committee, the acceptance of the infrastructure by the Village of Rochester and the earlier of either:

1. The ownership of at least 20 Lots in the Property by third parties unrelated to the Developer; or

2. The elapse of five years from the date of execution of this document.

- B. Any person or entity who is a Developer and is also, or becomes, a Lot Owner shall be treated only as a Lot Owner, and not as a Developer, upon termination of the Developer's responsibilities as set forth in this section.

Dated this _____ day of _____, 2022.

JS Development LLC.

A Wisconsin Limited Liability Company

By: _____
JAMES D. SCHILLING SHELLY L. SCHILLING

STATE OF WISCONSIN)
)ss.
RACINE COUNTY)

Personally appeared before me this _____ day of _____, 2022, the above-named James D. Schilling and Shelly L. Schilling, Authorized Signatory of JS Development LLC, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission expires:

Dated this _____ day of _____, 2022.

Paul Edward Beere and Barbara Lyn Beere Trust Dated 7-22-2021

By: _____
Paul Edward Beere

By: _____
Barbara Lyn Beere

STATE OF WISCONSIN)
)ss.
RACINE COUNTY)

Personally came before me this _____ day of _____, 2022, the above named Paul Edward Beere and Barbara Lyn Beere, Authorized Signatories of Paul Edward Beere and Barbara Lyn Beere Trust Dated 7-22-2021, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires _____

Approved:

Village of Rochester

This instrument drafted by:
ATTORNEY MIKE DUBIS
With input from James Schilling
208 E. Main Street
Waterford, WI 53185
262-534-6960
mdubis@tds.net
www.michaelfdubis.com

Part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 12 and a part of the Northwest $\frac{1}{4}$, the Southwest $\frac{1}{4}$, the Southeast $\frac{1}{4}$, and the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 13, Town 3 North, Range 19 East, in the Village of Rochester, Racine County, Wisconsin.

DISCHARGE RESTRICTIONS FOR GRASSHOPPER NOISE

Although all LRs in the Subdivision have been reviewed and approved for development with single-family residential use in accordance with Section 154 Wisconsin Statutes, some Lots contain soil conditions that, due to the possible presence of groundwater near the surface, may require additional soil conditions to protect the public health and safety of the community. It is recommended that a Licensed professional engineer design a basement and foundation that will be suitable to withstand the various perils associated with saturated soil conditions on basement walls or floors or the other special measures be taken. Soil conditions should be subject to the owner's special investigation prior to construction and no special

PREPARED FOR:
JS Development, LLC
1130 Schneider Lane
Burlington, WI 53105

CURRENT OWNER:
JS Development, LLC
1130 Schneider Lane
Burlington, WI 53105

SUBDIVIDER:
JS Development, LLC
1130 Schneider Lane
Burlington, WI 53105

TAX ID: 176031912005000
176031913004000
176031913002001



176031913002001
MATCH LINE SEE SHEET 2

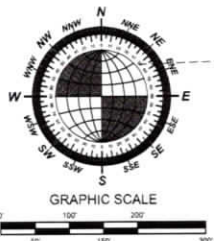


CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA	BEARING IN	BEARING OUT
C15	19.83	233.00	300° 38' 30" N	19.82	69° 52' 52"	302° 57' 56"	302° 54' 58"
C16	26.16	232.14	300° 07' 37" W	26.11	68° 02' 58"	302° 57' 59"	302° 57' 59"
C17	13.17	182.00	301° 07' 40" W	13.11	68° 02' 58"	302° 57' 59"	302° 57' 59"
C18	19.86	182.00	301° 20' 22" W	19.84	68° 02' 58"	302° 57' 59"	302° 57' 58"
C19	44.57	232.00	300° 40' 12" E	44.67	0° 00' 01" N	300° 40' 12" E	300° 40' 12" E
C20	5.27	232.00	301° 10' 12" W	5.27	00° 01' 00" N	301° 10' 12" W	301° 10' 12" W
C21	4.14	333.00	301° 55' 12" E	4.14	00° 01' 00" N	301° 55' 12" E	301° 55' 12" E
C22	126.07	333.00	300° 48' 40" W	126.08	02° 56' 02" N	300° 48' 40" W	300° 48' 40" W
C23	111.17	333.00	320° 58' 00" W	110.03	02° 56' 02" N	320° 58' 00" W	320° 58' 00" W
C24	502.57	11158.87	340° 08' 00" N	480.31	02° 56' 02" N	340° 08' 00" N	340° 08' 00" N
C25	446.57	11158.86	340° 17' 31" E	522.27	02° 56' 02" N	340° 17' 31" E	340° 17' 31" E
C26	963.41	11158.87	320° 19' 12" E	963.34	02° 56' 02" N	320° 19' 12" E	320° 19' 12" E
C27	438.56	11158.87	300° 14' 30" E	438.56	02° 56' 02" N	300° 14' 30" E	300° 14' 30" E

NOTE: Lot, Outlet, and Meander corners shall be monumented by 1"x18" iron pipe with a minimum weight of 10 lbs.

LEGEND

-  Set 1 1/2" x 18" Rebar: 4.33 Ea/ft.0
-  1" Iron Pipe - Found
-  3/4" Iron Bar - Found
-  Set 3/4" x 18" Rebar: 1.502 Ea/ft.0
-  Power Pole
-  Telephone Pedestal
-  Cable TV Pedestal
-  Transformer
-  Concrete Monument
-  No Access
-  Existing Zoning
-  Soil Boring



The required minimum horizontal setback from a building to a Private Onsite Wastewater Treatment System (POWTS) dispersal component (10 FEET, Mound POWTS 15 feet downslope) and to an exterior subsurface treatment tank (5 feet).

Well and water supply line setbacks (i.e. 50 feet from a POTWS Dispersal Component, 25 feet from an exterior subsurface treatment tank and pressurized building sewer, and 8 feet to a non-pressurized building sewer).

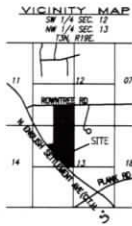
The environmental corridor line was obtained from the Racine County GIS website.

Any land below the ordinary high water mark of a lake or a navigable stream is subject to the Public Trust in navigable waters that is established under

JEFFREY A. NIPPLE, PROFESSIONAL LAND SURVEYOR, S-1429
FEBRUARY 28, 2022

SHEET 1 OF 3
REVISED APRIL 13, 2022





FINAL PLAT OF OAKMERE FARM

Part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 12 and a part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 13, Town 3 North, Range 19 East, in the Village of Rochester, Racine County, Wisconsin.

SURVEYOR'S CERTIFICATE:

I, JEFFREY A. NIPPLE, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE FOLLOWING LAND HEREIN DESCRIBED:

BEING A DIVISION OF PARCELS 1, 2, AND 3, AND PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 12 AND A PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 13, TOWN 3 NORTH, RANGE 19 EAST, IN THE VILLAGE OF ROCHESTER, RACINE COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 13, THENCE N $1^{\circ}23'34''$ W ALONG THE EAST LINE OF SAID OAKMERE FARM, 1,321.47 FEET TO THE NORTHEAST CORNER OF SAID OAKMERE FARM, THENCE S $87^{\circ}48'47''$ W ALONG THE NORTH LINE OF SAID OAKMERE FARM, 1,320.88 FEET TO THE NORTHWEST CORNER OF SAID OAKMERE FARM, THENCE S $1^{\circ}39'50''$ E ALONG WEST LINE OF SAID OAKMERE FARM, 1,319.79 FEET TO THE NORTHWEST CORNER OF THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 13, THENCE S $2^{\circ}07'54''$ E ALONG THE WEST LINE SAID OAKMERE FARM, 1,105.31 FEET TO A POINT, THENCE S $78^{\circ}01'11''$ W, 403.21 FEET TO THE SOUTHWEST CORNER OF SAID OAKMERE FARM, THENCE ALONG THE NORTH LINE OF NORTH ENGLISH SETTLEMENT AVENUE S $27^{\circ}42'16''$ E, 58.88 FEET TO A POINT, THENCE ALONG THE NORTH LINE OF NORTH ENGLISH SETTLEMENT AVENUE AND THE ARC OF A CURVE WHOSE CENTER LIES NORTH, WHOSE RADIUS IS 11,318.60 FEET AND WHOSE CHORD BEARS S $38^{\circ}19'12''$ E, 603.34 FEET TO A POINT, THENCE ALONG THE NORTH LINE OF NORTH ENGLISH SETTLEMENT AVENUE AND THE ARC OF A CURVE WHOSE CENTER LIES NORTH, WHOSE RADIUS IS 11,318.60 FEET AND WHOSE CHORD BEARS S $4^{\circ}01'42''$ E, 1,289.71 FEET TO A POINT, THENCE N $87^{\circ}50'27''$ E, 122.75 FEET TO A POINT, THENCE N $33^{\circ}48'56''$ W, 38.79 FEET TO A POINT, THENCE N $87^{\circ}50'27''$ E, 353.03 FEET TO THE SOUTHEAST CORNER OF SAID OAKMERE FARM, THENCE N $2^{\circ}07'14''$ W ALONG THE EAST LINE OF SAID OAKMERE FARM, 1,384.26 FEET TO A POINT, THENCE N $87^{\circ}50'27''$ E, 9.00 FEET TO A POINT, THENCE N $2^{\circ}07'12''$ W ALONG THE EAST LINE OF SAID OAKMERE FARM, 1,317.27 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 4,913.223 SQUARE FEET OR 112.79 ACRES, MORE OR LESS.

I FURTHER CERTIFY THAT I HAVE MADE SAID LAND DIVISION BY THE DIRECTION OF JS DEVELOPMENT LLC, OWNERS OF SAID LAND, THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LANDS SURVEYED AND THE DIVISION THEREOF.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE LAND DIVISION ORDINANCE OF THE VILLAGE OF ROCHESTER, IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATED THIS 28th DAY OF FEBRUARY, 2022.

JEFFREY A. NIPPLE
PROFESSIONAL LAND SURVEYOR #5-1929



OWNER'S CERTIFICATE OF DEDICATION

AS OWNER OF JS DEVELOPMENT, LLC, A WISCONSIN COMPANY, I HEREBY CERTIFY THAT I CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS PLAT. I ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.13 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

THE WISCONSIN DEPARTMENT OF ADMINISTRATION
RACINE COUNTY PLANNING & DEVELOPMENT
VILLAGE OF ROCHESTER

WITNESS THE HAND AND SEAL OF SAID OWNER THIS ____ DAY OF _____, 2022.

IN PRESENCE OF:

OWNERS:

(PRINT NAME UNDER SIGNATURE)

(PRINT NAME UNDER SIGNATURE)

STATE OF WISCONSIN) ss COUNTY OF RACINE)

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 2022.

_____, PRESIDENT OF JS DEVELOPMENT, LLC, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH PRESIDENT OF SAID CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICERS AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

NOTARY PUBLIC:

MY COMMISSION EXPIRES:

VILLAGE OF ROCHESTER APPROVAL:

RESOLVED THAT THE PLAT OF "OAKMERE FARM" IS APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF ROCHESTER, ON THIS ____ DAY OF _____, 2022.

EDWARD CHART - VILLAGE BOARD PRESIDENT

SANDRA SWAN - VILLAGE CLERK

CERTIFICATE OF PLANNING AND DEVELOPMENT CHAIRMAN:

APPROVED AS A FINAL PLAT ON THIS ____ DAY OF _____, 2022.

APPROVED:

TOM HINCZ, CHAIRMAN OF PLANNING AND DEVELOPMENT

CERTIFICATE OF RACINE COUNTY TREASURER:

I, JEFF LATUE, COUNTY TREASURER, HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LAND INCLUDED WITHIN THIS PLAT OF "OAKMERE FARM". DATED ON THIS ____ DAY OF _____, 2022.

JEFF LATUE, COUNTY TREASURER

CERTIFICATE OF ROCHESTER VILLAGE TREASURER:

I, BETTY J. NOVY, TREASURER OF THE VILLAGE OF ROCHESTER, HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LAND INCLUDED WITHIN THIS PLAT OF "OAKMERE FARM". DATED ON THIS ____ DAY OF _____, 2022.

BETTY J. NOVY, VILLAGE TREASURER

UTILITY EASEMENT PROVISIONS:

AN EASEMENT FOR ELECTRIC AND COMMUNICATION SERVICE IS HEREBY GRANTED BY JS DEVELOPMENT LLC, GRANTOR TO THE GRANTEE, GRANTEE:

THE GRANTEE, GRANTEE:

THE GRANTEE, GRANTEE:

THE GRANTEE, GRANTEE:

THE GRANTEE, GRANTEE:

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD (STREET LIGHTS) AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, TELEPHONE AND CABLE TV FACILITIES FOR SUCH PURPOSES AS THE SAME IS NOW OR MAY HEREAFTER BE USED, ALL IN, OVER, UNDER, ACROSS, ALONG, AND UPON THE PROPERTY SHOWN WITHIN THOSE AREAS ON THE PLAT DESIGNATED AS "UTILITY EASEMENT" AREAS TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS, WITHIN AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. THE GRANTEE AGREES TO RESTORE OR CAUSE TO HAVE RESTORED THE PROPERTY, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEE OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES (TRANSFORMERS AND PEDSTALS) OR COMMUNICATION FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. BUILDINGS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR ON, UPON, OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT" AREAS WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN FOUR INCHES WITHOUT THE WRITTEN CONSENT OF GRANTEE.

THE GRANT OF EASEMENTS SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.



LYNCH & ASSOCIATES, INC.
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BURLINGTON, WI 53105
(262) 402-4040