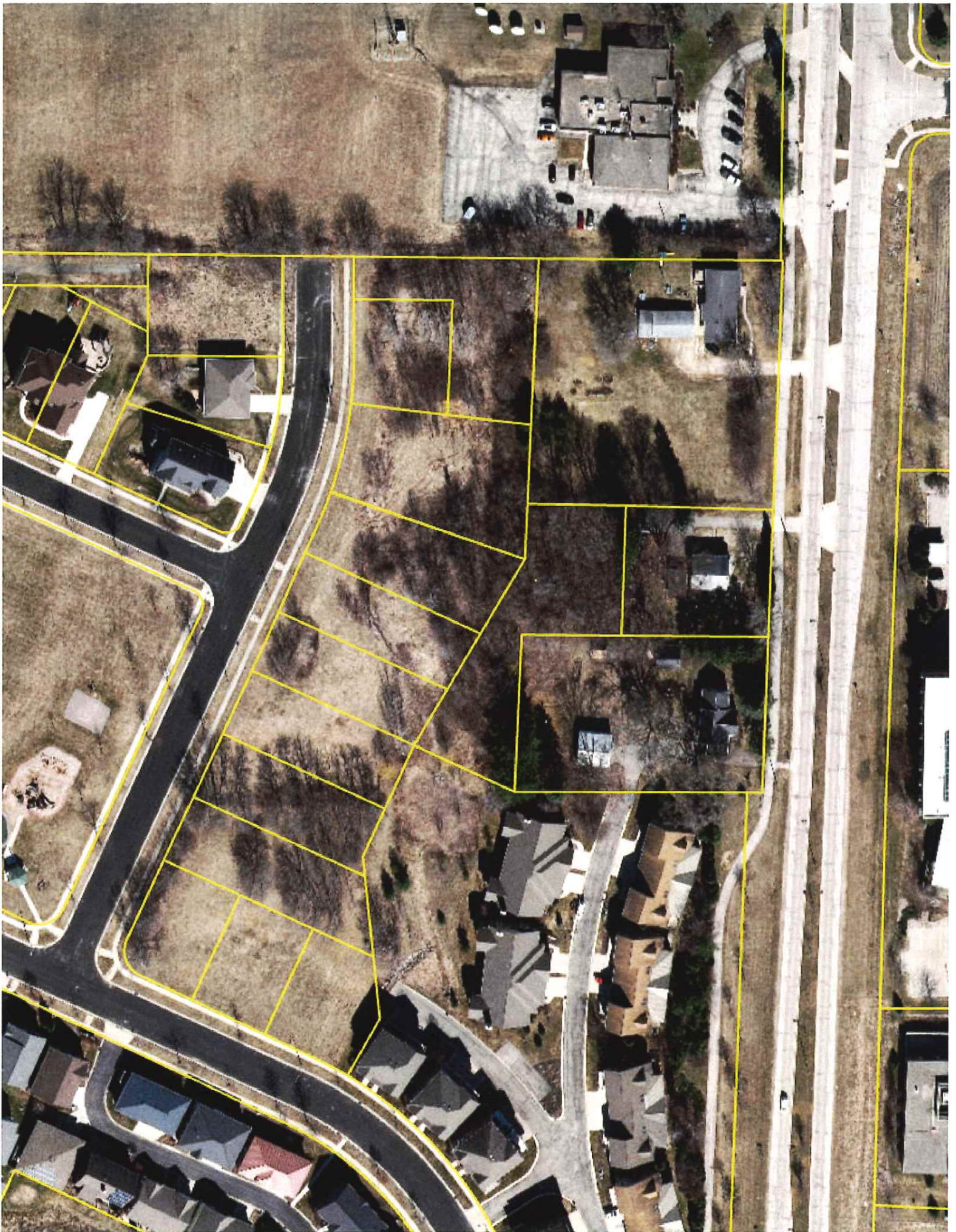




**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
OAK MEADOW RESERVE**

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
6034879
06/23/2025 10:27 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 14

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAK MEADOW RESERVE (this "Declaration") is made by Thompson Engineering, LLC, a Wisconsin limited liability company ("Developer") as of the 13 day of June 2025 (the "Effective Date").

WHEREAS, Developer is the owner of all land within the Plat of Oak Meadow Reserve in the City of Fitchburg, Dane County, Wisconsin (the "Plat"), an 11-lot residential subdivision, as more fully described in the attached Exhibit A (the "Development").

Recording Area

Return Address:

Thompson Engineering, LLC
Attn: John W. Thompson
1255 Fourier Dr, Ste 200
Madison, WI 53717-2176

PIN:

See attached Exhibit A

WHEREAS, to further the purposes of the Development, Developer desires to subject the entire Development, and any and all buildings and other improvements now or hereafter installed in the Development, to the conditions, restrictions, covenants, reservations and easements contained in this Declaration for the benefit of the Development, and for the benefit of Developer and each future owner of any part thereof, to effectuate a desirable utilization of land in an aesthetically pleasing residential environment.

NOW THEREFORE, Developer hereby declares the following covenants, conditions and restrictions.

DECLARATION

NOW, THEREFORE, Developer declares that the Development shall be held, sold, conveyed, transferred, used and improved subject to the conditions, restrictions, covenants, reservations and easements contained in this Declaration, which shall inure to the benefit of Developer, its successors and assigns, and to all parties hereafter having any interest in the Development. This Declaration is made subject to all easements, covenants, conditions and restrictions of record.

1. DEFINITIONS. The following terms shall have the assigned definitions:

- a. "Applicable Law" shall mean any and all laws, statutes, ordinances, codes, rules or regulations of all federal, state and local governments.
- b. "Association" shall mean an unincorporated nonprofit association known as the "Oak Meadow Reserve Home Owners Association," governed by chapter 184 of the Wisconsin statutes, the members of which shall be all Owners of Lots in the Development.
- c. "Association Insurance" shall mean all policies of insurance obtained and maintained by the Association under this Declaration or the Bylaws.
- d. "Board" or "Board of Directors" shall be the governing body of the Association.
- e. A "Building" shall be any freestanding structure located on any Lot in the Development.
- f. "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.
- g. "Common Improvements" shall mean and consist of all improvements made and services furnished, from time to time, by the Developer or the Association for the benefit of the Development, including, without limitation, entrance landscaping, landscaping maintenance, lighting, development identification signage, common area utilities, maintenance of storm water management facilities, and insurance coverage.
- h. "County" shall mean Dane County.
- i. "Developer" shall mean Thompson Engineering, LLC, and the successors and assigns of Developer, pursuant to assignment provisions of this Declaration.
- j. "Development" or "Property" shall mean the real estate subject to this Declaration, as described on Exhibit A and depicted on Exhibit B.
- k. "Declaration" shall mean this Declaration as the same may be amended from time to time.
- l. "Director" shall mean a member of the Board.
- m. "Lot" shall mean Lots I through II, inclusive, of the Plat of Oak Meadow Reserve, in the City of Fitchburg, Dane County, Wisconsin, each of which is intended for construction of a single-family residence.
- n. "Owner" or "Lot Owner" shall mean each fee simple owner of a Lot, but if any Lot is the subject of a recorded land contract, then the Owner is the vendee under such land contract. References to "Owner" or "Lot Owner" shall include all owners of a Lot, notwithstanding the use of the singular form in this Declaration. Developer is an Owner with respect to Lots during such time as Developer holds title.

o. "Outlot" or "Outlot 1" shall mean and refer to Outlot 1 of the Plat of Oak Meadow Reserve, in the City of Fitchburg, Dane County, Wisconsin, which is intended for stormwater management purposes. [Note: this Declaration does not encumber Outlot 2 of the Plat of Oak Meadow Reserve.]

p. "Register of Deeds' Office" shall mean the office of the Register of Deeds for Dane County, Wisconsin.

q. "Rules and Regulations" shall mean any rules and regulations that may be adopted and amended from time to time by the Board of Directors pursuant to this Declaration.

r. "City" shall mean the City of Fitchburg

2. **BINDING EFFECT.** This Declaration, which regulates the use, improvement and occupancy of the Development, shall become effective immediately upon its recording.

3. **GENERAL PURPOSE; PERMITTED USES.**

a. The general purpose of this Declaration is to: (i) ensure that the Development will become and remain an attractive, high quality residential community intended to preserve and maintain its natural beauty; (ii) ensure the best use and the most appropriate development and improvement of building sites on each Lot; (iii) protect Lot Owners against use and development of other Lots as may detract from the value of their Lots; (iv) prevent the erection of poorly designed or proportioned structures in any part of the Development; (v) promote harmonious use of materials and color schemes in improvements; (vi) encourage attractive homes with appropriate siting on Lots; (vii) promote proper spatial relationships of structures to other structures and Lot lines; and (viii) generally ensure a quality residential development of the Development.

b. Each of the 11 residential Lots shall be used exclusively for single-family residential purposes, as permitted under applicable City zoning ordinances, as may be amended from time to time.

c. Outlot 1 within the Development shall be used and maintained exclusively for storm water management purposes, pursuant to plans approved by the City. The Developer shall be responsible, at its sole expense, for the initial construction of the required stormwater management improvements to be located on Outlot 1. Thereafter, the Lot Owners, acting through the Association, shall be jointly responsible for ensuring that Outlot 1 is maintained in good condition and repair.

4. **ASSOCIATION.**

a. The Association shall be an unincorporated association under chapter 184 of the Wisconsin statutes and shall adopt Bylaws for its governance and administration. Each Lot Owner subject to this Declaration shall be a member of the Association and membership shall pass with title to a Lot. Each Lot shall be vested with one vote at meetings of Association members.

b. The Association shall be governed by a Board of Directors consisting of three (3) directors, who shall act by majority vote. Developer shall be entitled to appoint all Directors until

the earlier of: (i) the date on which Developer no longer owns any Lot; (ii) Developer's election to waive its right to control; or (iii) five years from the Effective Date of this Declaration.

c. The Board shall have the authority to adopt an annual budget of common expenses and levy assessments on the Lots for the operation of the Association, including the cost of maintaining Common Improvements. Each Lot subject to this Declaration shall be subject to assessment by the Association for Association's existing or anticipated expenses, as more particularly described in this Declaration or in the Bylaws. Assessments shall constitute a lien on the Lot and are also the personal obligation of its Lot Owner, until paid. If the County or the City becomes the owner of any Lot through the tax delinquency process, the foregoing provision shall not be deemed to supersede any law limiting or eliminating the liability of the County or the City with respect to fees or assessments imposed under this Declaration.

d. General assessments may be levied on an annual basis and shall be due and payable in such periodic installments as determined by the Board. The Board may levy a special assessment for any purpose for which a general assessment may be levied, which special assessment shall be due and payable at such time and in such manner as the Board designates. Any assessment or installment of assessment not paid within thirty (30) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or as established by rule adopted by the Board.

e. If any Owner fails to timely pay any assessment installment, the Association may take all appropriate measures as permitted by law to enforce payment. The defaulting Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment, including the Association's reasonable attorneys' fees. The Association shall have the right to file a lien against the Lot for any unpaid Association payments, which lien shall be effective as of the recording of notice thereof in the Register of Deeds' Office. Liens for unpaid assessments shall also extend to and secure payment of any fines, interest and reasonable costs of collection, including the Association's attorneys' fees.

f. Common expenses shall be allocated among all Lot Owners in shares proportionate to their votes in the Association. Common surpluses for each fiscal year, if any, shall be retained for common expenses for the next succeeding fiscal year.

g. The Association may employ a professional management agent or company to assist in carrying out its duties under this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Association.

h. A copy of this Declaration and the Association's books, records and financial statements to be kept by the Association shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing.

5. GENERAL BUILDING AND LANDSCAPING STANDARDS.

a. Front and Side Yard Requirements. All buildings constructed on any Lots subject to this Declaration shall conform to all governmental zoning requirements, including any setback requirements imposed by local ordinance. Owners of Lots are directed to the provisions of the City of Fitchburg zoning ordinances for the applicable setback requirements.

b. Floor Area Minimums. The following minimum floor area requirements shall apply to any residential buildings constructed on any Lot:

- (1) No single-story dwelling shall have less than 1,700 square feet.
- (2) No two-story dwelling shall have less than 2,000 square feet on the main level and upper level.
- (3) No raised ranch, bi-level, or tri-level dwelling shall have less than 1,800 square feet on the main and upper levels.

The above minimum requirements may be waived by the Association if the proposed building materials or architectural quality of the building is such that it is determined to equal or exceed the appearance and quality of other buildings in the subdivision. Such determination shall be made at the sole discretion of the Association.

For the purpose of determining floor area, open porches, screened porches, patios, attached garages, and all basements whether finished or not, shall not be included as part of the total floor area. Stair openings, closets, and bathrooms shall be included in determining floor area. The main level is defined as the lowest level that is totally above the finished grade of the Lot.

c. Building Materials. The following standards shall be adhered to in relation to all designs and construction to preserve the initial and improved beauty of the Development:

- (1) All chimneys and flues shall be fully enclosed.
- (2) No plywood or Texture 1-11 (T1-11) type siding shall be allowed.
- (3) All roofing shall be of laminated architectural grade textured fiberglass, dimensional shingles, wood shakes, or other acceptable material. No standard 3-in-1 shingles shall be allowed.
- (4) A minimum of 20% of the front elevation must be stone, brick, manufactured masonry, decorative siding, and/or trim (shake, vertical siding, trim details, etc.). Calculation shall be taken as viewed in two-dimension on the elevation page of the plan set, with the total square footage of decorative materials on the front elevation being the numerator and the total square footage of the front elevation, minus windows, doors, and shingled roof being the denominator.
- (5) The roof pitch must be no less than six (6) inches in every twelve inches, provided, however, that a lesser pitch may be specifically approved by the Association, based on adherence to an architectural style.
- (6) All fascia shall have minimum width of eight (8) inches.
- (7) No portion of any concrete wall shall be visible from the front, side or any street frontage at a height greater than eight (8) inches above finished grade.

- (8) It is the intent of the Developer to coordinate trim, siding, and roofing colors, to provide the most aesthetic combination for a particular building as well as for the overall development of the Development. Overall color schemes must be included with building plans for approval. Samples may be required by the Association.

d. Building Elevations. All elevations of the building shall be designed in a consistent and coherent architectural manner. Changes in material, color, and/or texture shall occur at points relating to the massing, fenestration, and overall design concept of the building. The Association, shall be entitled to reject any plans which would result in fenestration or length of building walls that would be incompatible with neighboring structures, that would not harmonize with the natural surroundings or that would violate any of the standards set forth herein.

e. Building Location. All buildings shall be sited on the Lot to present their most desirable face to the street and where possible should be related to buildings on adjoining Lots. The Association may check sight lines based on proposed building location to minimize the building's obstruction of views from neighboring Lots.

f. Utilities. All utilities serving any building or Lot shall be underground. No building or other improvement, or trees shall be erected, placed, or planted within any utility easement. Lot Owners shall not change the elevation of any utility easement in excess of six (6) inches without the permission of the applicable electric, gas, and other utilities using such easement. The Lot Owners shall be responsible for any damages caused to underground utilities based on any changes in grade.

g. Fencing. Fences and walls shall not be allowed without the prior written consent of the Association. Notwithstanding the foregoing, decorative black metal fencing is the only type of fencing that may be approved by the Association. No fencing shall exceed five (5) feet in height, unless otherwise required in order to meet swimming pool code requirements.

h. Landscaping. The following are the minimum landscaping requirements:

- (1) All front yards, all street terraces abutting the Lot, and all side yards in front of the rear line of any building shall be sodded with lawn in all areas designated for lawn. The rear yard shall either be sodded or seeded in all areas designated for lawn. Front and side yards may be seeded, provided that a temporary irrigation system is placed and maintained for a minimum of four (4) weeks until the lawn is established. Notwithstanding the foregoing, any Owner wishing to maintain a more natural landscape may plant native grasses or prairie plants, in lieu of a lawn, subject to approval by the Association.
- (2) Each Lot Owner shall install foundation plantings in the front yard of the Lot Owner's Lot, spaced evenly or grouped in clusters along the entire width of the building. In addition, each Lot Owner shall plant in the front yard two (2) shade trees. At planting, each such shade tree shall have a minimum diameter of two (2) inches and height of at least ten (10) feet.

- (3) All required landscaping shall be completed within sixty (60) days of issuance of an occupancy certificate for the completed dwelling, weather permitting, or within thirty (30) days after weather permits.
- (4) The maintenance of the plantings and yard areas is the responsibility of the Lot Owner. Any trees or shrubs which die shall be removed by the Lot Owner and replaced with a like variety of the same size as the original plant at the time of planting so as to maintain the original landscaping elements.
- (5) No planting shall be permitted within an easement of record which may damage or interfere with the installation and maintenance of utilities or which may alter the direction or impede the flow of surface water in drainage channels within the easement.
- (6) No Lot Owner shall grade or obstruct any swale or drainage way, whether or not in an easement, which is in existence at the time of construction so as to impede the flow of surface water from other Lots through such swale or drainage way.
- (7) The elevation of a Lot shall not be changed so as to materially affect the surface elevation, grade, or drainage of the surrounding Lots. Violation of the grading plan shall allow the Association or any adjacent neighbor within the Development a cause of action against the person violating such grading plan for injunctive relief or damages as appropriate. No earth, rock, gravel, or clay shall be excavated or removed without the approval of the Association.

The above minimum landscaping requirements may be waived by the Association if the proposed landscaping plan is such that it is determined to equal or exceed the appearance and quality of the minimum landscaping requirement set forth above. Such determination shall be made at the sole discretion of the Association.

i. Construction Deadline. Each building erected shall have its entire construction and minimum landscaping completed, and an occupancy permit issued by the City of Fitchburg, within twelve (12) months from the date of issuance of the building permit, except for delays in completion due to weather, strike, war or act of God.

j. Driveways. All driveways from the garage of any residence to the public street shall be paved with concrete within thirty (30) days of issuance of an occupancy certificate for the completed dwelling, unless winter weather conditions restrict the Lot Owner's ability to complete such construction.

k. Mailboxes. Current United States Postal Service regulations require the use of a Cluster Box Unit ("CBU") to provide mail service to Lots within the Development. The CBU for the Development shall be located within the easement area designed on the Plat or as otherwise designated by the Association. The Developer shall be responsible, at its sole expense, for the initial installation of the CBU. Following the initial installation of the CBU, the Association shall be responsible for all necessary maintenance and replacement.

1. Garages. All residential buildings constructed on any Lot shall have an attached garage that contains no less than two (2) automobile garage stalls. Any garage containing four (4) stalls shall have a maximum of three (3) single garage doors. Thrust garage doors are not allowed.

6. USE RESTRICTIONS.

a. Storage. Outdoor storage of boats or any other personal property shall not be permitted on any Lot within the Development. The parking of service vehicle, including any such vehicles owned or operated by any Lot Owner or occupant, is prohibited unless such service vehicle is kept in a garage. The storage of boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles, or any other recreational vehicles is prohibited unless kept inside the garage. This shall not prohibit the temporary parking of such vehicles for the purpose of loading and unloading. No firewood or wood pile shall be kept outside a building unless it is neatly stacked, placed in a rear yard or side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the Association. Nothing set forth in this Section shall prohibit temporary parking of moving vehicles for the purpose of loading or unloading for period not to exceed eight (8) hours. No vehicles or other equipment may be parked on any yard at any time.

b. Antennas. No visible exterior antennas in excess of twenty (20) inches in diameter shall be permitted on any building or Lot. Satellite dishes of twenty (20) inches or less shall be permitted only on the back of a building in the most unobtrusive location.

c. Lot Appearance. All areas of the Lot not used as a building site or lawn or under cultivation (such as a vegetable garden) shall be so cultivated or tended as to be kept free from noxious weeds. The Lot Owner of each Lot shall be responsible for maintaining the Lot in a neat appearance.

d. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. In completed buildings trash containers must be kept inside of garages or screened from view from the street. No trash, cuttings, leaves, rocks, or earth may be deposited on any Outlot in the Development.

7. EASEMENTS.

a. Utility. Public utility easements are as depicted on the Plat. Any public bodies and utilities accessing any such easement areas declared by Developer shall have the obligation to repair any damage resulting from such access. No pedestals or buried cables are to be placed such that the installation would disturb any survey stake, or obstruct vision along any lot line. No pole-mounted or overhead facilities are permitted within such easement areas.

b. Surface Water Drainage. There shall exist a perpetual, non-exclusive, reciprocal easement for surface water drainage on, over and across all Lots within the Development to allow drainage of stormwater on, over and across the Lots, all in accordance with the approved plat or other master grading and drainage plans on file with the City.

8. APPLICABLE LAW; NO FURTHER SUBDIVISION. In addition to the requirements of this Declaration, all Lots and improvements thereon shall be subject to Applicable Law. No Lot may be further subdivided nor may any Lots be combined without prior approval of the

Association, and subject to Applicable Law. Each Owner is required to understand and ensure that the Owner's Lot and all construction thereon is in full compliance with Applicable Law, including, without limitation, City zoning ordinances and building codes. In the event of any conflict between this Declaration and any law, statute, rule, code, regulation or ordinance of City, County, State of Wisconsin or federal government, the more restrictive provision shall apply.

9. INSURANCE

a. Association Insurance. The Association may obtain and maintain comprehensive general public liability insurance and such other policies and/or coverages as the Association deems necessary or advisable.

b. Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance reconstruction of damaged Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

c. Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense.

d. Acts Affecting Insurance. No Owner shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance, or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner responsible for such increase shall pay the same.

10. AMENDMENTS TO DECLARATION.

a. This Declaration may be amended by a written document approved by the Owners of at least seventy-five percent (75%) of the Lots subject to this Declaration, provided, however, that so long as Developer has the authority to appoint the Directors pursuant to Section 4.b. above: (i) Developer, acting alone, shall have the authority to amend this Declaration; and (ii) no amendment of this Declaration shall be effective unless the amendment is also approved by Developer. If a Lot is owned by more than one Owner, amendment approval by any one or more of Owners of such Lot shall be deemed sufficient to evidence approval of the amendment, unless the other Lot Owner has previously recorded in the Register of Deeds' Office a notice stating that approval of any amendment on behalf of such Lot shall not be effective without the approval of the Owner filing such notice. In no event shall this section be construed to require Developer to obtain the approval of any Lot Owner to make any amendment to this Declaration which is expressly permitted under this Declaration to be made by Developer alone. "Approval" as referenced in this Section shall mean signature pages with the sufficient majority of approving Lot Owners' signatures appended to a copy of the approved amendment and maintained in the corporate book of the Association. The actual amendment shall be executed by the president and secretary of the Association, with a warranty and representation by such signatories that signature pages evidencing the appropriate majority of Lot Owners are on file with the secretary of the

Association in the Association's corporate book. Except as to such president's and secretary's signature, no other Association signature shall be required on the amendment. Amendments shall be effective upon the date of recordation in the Register of Deeds' Office.

11. ASSIGNMENT. All or any of Developer's rights pursuant to this Declaration may be assigned by Developer to one or more successor developers by written assignment executed by Developer alone, and which assignment(s) shall become effective upon recordation in the Register of Deeds' Office.

12. ENFORCEMENT. This Declaration may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate same. An enforcement action may be brought by Developer, the Association or any Lot Owner. An enforcement proceeding may seek to recover damages and/or demand compliance through injunctive or other relief. No enforcement action shall be valid or sustainable where seeking to address any construction, placement or alteration of any structure or improvement on any Lot more than one year after the completion of the construction, placement or alteration of such structure or improvement. This one-year limitation shall not apply to any failure to establish and/or maintain proper grading and/or with respect to changes in grade made without obtaining all required approvals. Nothing herein contained shall be construed to require the Association to undertake any enforcement action. If the Association prevails in any enforcement action brought respecting this Declaration, the Association may recover all of its costs and expenses in such enforcement, including, without limitation, its reasonable attorneys' fees, from the non-prevailing party.

13. TERM. This Declaration shall run with the Property, and shall be binding upon all parties and persons having any interest in such land for an initial period of forty (40) years from the date this Declaration is recorded. Thereafter, the Declaration shall continue for the full duration of the statutory limitation period for actions to enforce easements or covenants restricting the use of real estate (currently codified at Section 893.33 (6), Wis. Stats., but including any future amendments, modifications or renumbering of that section). Unless opposed by greater than seventy-five percent (75%) of the then-Owners of Lots in the Development, the term of this Declaration may be extended by written extension recorded in the Register of Deeds' Office signed by the then-president and secretary of the Association. Prior to execution and recordation of such extension, a meeting shall be held to determine whether more than seventy-five percent (75%) of the Lot Owners are opposed to such extension and would instead elect to have the term of the Declaration terminated.

14. MISCELLANEOUS.

a. This Declaration runs with the lands and shall be binding upon Developer and Owners and all of Developer's and Owners' successors and assigns in and to any interest in any Lot.

b. The laws of the State of Wisconsin govern all matters arising out of this Declaration.

c. Any notice required or desired to be given under this Declaration may be sent as follows: (i) if to Developer or Association, to the person and at the address maintained as the

registered agent for such entity according to the records of the Wisconsin Department of Financial Institutions; and (ii) if to any Lot Owner, to the address maintained to the Lot by City for tax assessment or notice purposes.

d. If any provision of this Declaration is held unenforceable by a court of law, such holding shall in no way affect any other provision of this Declaration, which shall remain in full force and effect.

e. Topical headings and captions contained in this Declaration are inserted for convenience only and such headings and captions shall not limit or construe the sections to which they apply or otherwise affect their interpretation.

f. Words of masculine, feminine or neuter gender shall mean and include corresponding words of other genders and words importing the singular number shall mean and include the plural number and vice versa.

g. The terms "include," "including," and similar terms shall be construed as if followed by the phrase "without being limited to."

EXHIBITS

Exhibit A	Legal Description
Exhibit B	Site Plan Depicting the Development

[SIGNATURE PAGES FOLLOW]

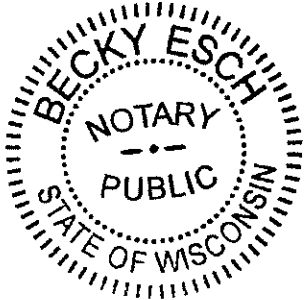
IN WITNESS WHEREOF the undersigned Developer has caused this Declaration to be executed as of the Effective Date.

DEVELOPER:
THOMPSON ENGINEERING, LLC

By: *John W Thompson*
John Thompson, Member

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 13 day of June, 2025, the above named John Thompson, to me known to be such person who executed the foregoing instrument and acknowledged the same.



Becky Esch
Print Name: Becky Esch
Notary Public, State of Wisconsin
My Commission (is permanent) / (expires 10/28/28)

Drafted by:
Atty. Daniel A. O'Callaghan
Carlson Black O'Callaghan & Battenberg LLP

EXHIBIT A

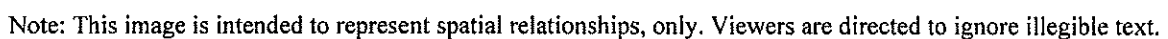
LEGAL DESCRIPTION OF THE DEVELOPMENT

Lots 1 through 11, inclusive, and Outlot 1, of the Plat of Oak Meadow Reserve, in the City of Fitchburg, Dane County, Wisconsin.

Parcel Identification Numbers:

<u>Parcel Number</u>	<u>Lot</u>
225/0609-161-6741-2	LOT 1
225/0609-161-6752-2	LOT 2
225/0609-161-6763-2	LOT 3
225/0609-161-6774-2	LOT 4
225/0609-161-6785-2	LOT 5
225/0609-161-6796-2	LOT 6
225/0609-161-6807-2	LOT 7
225/0609-161-6818-2	LOT 8
225/0609-161-6829-2	LOT 9
225/0609-161-6840-2	LOT 10
225/0609-161-6851-2	LOT 11
225/0609-161-6862-2	OUTLOT 1

PLAT OF OAK MEADOW RESERVE



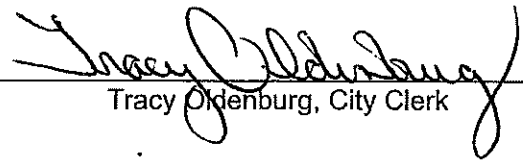
**PARTIAL SANITARY SEWER AND WATER MAIN
EASEMENT RELEASE**

1. The undersigned hereby releases all right, title and interest which it may have in a portion of a certain sanitary sewer and water main easement on Lots 1 through 8, Lots 10 through 11, and Outlot 1 in the Oak Meadow Reserve plat as legally described in Exhibit A.
2. Attached hereto as Exhibit B is a map showing the temporary sanitary sewer easement to which the undersigned is relinquishing its rights.

Dated this 23rd day of September, 2025.



Julia Arata-Fratta, Mayor

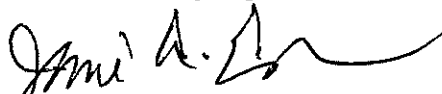


Tracy Oldenburg, City Clerk

STATE OF WISCONSIN

COUNTY OF DANE

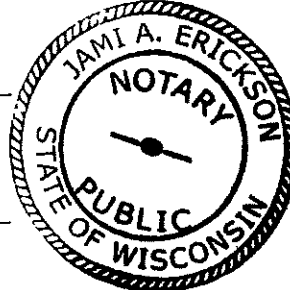
The forgoing instrument was acknowledged before me on this 23 day of September, 2025, by the above-named Julia Arata-Fratta to me known to be the person who executed and acknowledged the foregoing instrument, being duly authorized to do so.



Notary Public, State of Wisconsin

Jami A. Erickson

Printed Name of Notary Public



My commission expires: 5/28/2028

This document is authorized by Resolution R-167-25 adopted on September 23, 2025.
This document was drafted by the City of Fitchburg Public Works Department.

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
6057303
10/15/2025 11:17 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 3

Recording Area

Return to:

City Clerk
City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711

Parcel Number:

225/0609-161-6741-2
225/0609-161-6862-2
225/0609-161-6752-2
225/0609-161-6763-2
225/0609-161-6774-2
225/0609-161-6785-2
225/0609-161-6796-2
225/0609-161-6807-2
225/0609-161-6818-2
225/0609-161-6840-2
225/0609-161-6851-2

EXHIBIT A
Legal Description

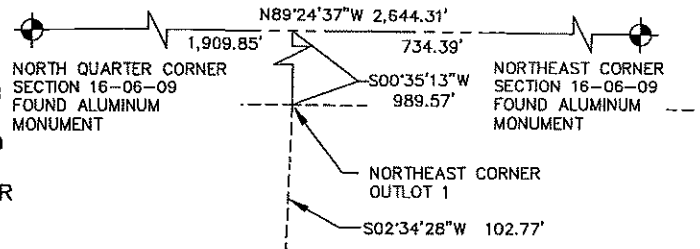
Being a part of Oak Meadow Reserve as recorded in Volume 62-026b of Plats on pages 142 and 143, as Document No. 6016896, Dane County Registry, located in the Northeast Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 16, Township 06 North, Range 09 East, City of Fitchburg, Dane County, Wisconsin, more particularly described as follows:

Commencing at the Northeast Corner of said Section 16; thence N89°24'37"W along the North line of said Northeast Quarter, 734.39 feet; thence S00°35'13"W, 989.57 feet to the Northeast Corner of aforesaid Outlot 1, Oak Meadow Reserve; thence S02°34'28"W along the East line of said Outlot 1, 102.77 feet to the Point of Beginning; thence continuing S02°34'28"W along said East line, 38.42 feet; thence N87°12'33"W, 56.99 feet; thence S11°07'46"W, 120.80 feet; thence S24°41'04"W, 339.58 feet; thence S06°33'58"E, 43.80 feet; thence S58°29'01"E, 82.19 feet to the East line of Oak Meadow Reserve; thence S06°10'08"E along said line, 42.52 feet; thence N55°19'32"W, 48.91 feet; thence S83°50'53"W, 23.94 feet; thence S24°41'04"W, 71.22 feet to the Northerly Right of Way line of Targhee Street; thence N65°18'56"W along said line, 20.00 feet; thence N24°41'04"E, 72.02 feet; thence N42°29'01"W, 64.65 feet; thence N09°45'28"W, 59.74 feet; thence N47°32'22"E, 27.42 feet; thence N24°32'56"E, 83.25 feet; thence N65°18'56"W, 2.50 feet; thence N24°41'04"E, 24.83 feet; thence S65°18'56"E, 2.50 feet; thence N24°41'04"E, 181.50 feet; thence N65°18'56"W, 2.60 feet; thence N21°31'15"E, 32.36 feet; thence S75°52'04"E, 3.86 feet; thence N14°07'56"E, 78.33 feet; thence N41°24'57"W, 40.89 feet; thence N87°12'33"W, 37.09 feet to a point on a curve, also being the Southeasterly right of way of Oak Meadow Drive; thence Northeasterly 38.44 feet along said right of way along an arc of a curve to the left with a radius of 388.00 feet and a chord bearing N03°08'38"E, 38.43 feet; thence S87°12'33"E, 168.61 feet to the Point of Beginning.

Said Easement contains 36,457 square feet or 0.837 acres, more or less.

PARTIAL SANITARY SEWER AND WATER MAIN EASEMENT RELEASE

BEING A PART OF OAK MEADOW RESERVE AS RECORDED IN
VOLUME 62-026B OF PLATS ON PAGES 142 AND 143, AS
DOCUMENT No. 6016896, DANE COUNTY REGISTRY, LOCATED
IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER
AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER
OF SECTION 16, TOWNSHIP 06 NORTH, RANGE 09 EAST,
CITY OF FITCHBURG, DANE COUNTY, WISCONSIN.



LANDS

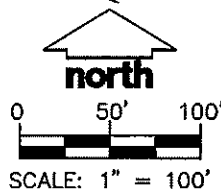
LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S02°34'28"W	38.42'
L-2	N87°12'33"W	56.99'
L-3	S06°33'58"E	43.80'
L-4	S58°29'01"E	82.19'
L-5	S06°10'08"E	42.52'
L-6	N55°19'32"W	48.91'
L-7	S83°50'53"W	23.94'
L-8	S24°41'04"W	71.22'
L-9	N65°18'56"W	20.00'
L-10	N24°41'04"E	72.02'
L-11	N42°29'01"W	64.65'
L-12	N09°45'28"W	59.74'
L-13	N47°32'22"E	27.42'
L-14	N24°32'56"E	83.25'
L-15	N65°18'56"W	2.50'
L-16	N24°41'04"E	24.83'
L-17	S65°18'56"E	2.50'
L-18	N65°18'56"W	2.60'
L-19	N21°31'15"E	32.36'
L-20	S75°52'04"E	3.86'
L-21	N14°07'56"E	78.33'
L-22	N41°24'57"W	40.89'
L-23	N87°12'33"W	37.09'

NOTES

BEARINGS FOR THIS SURVEY AND
MAP ARE REFERENCED TO THE
WISCONSIN COUNTY COORDINATE
SYSTEM, DANE ZONE, THE NORTH
LINE OF THE NORTHEAST QUARTER
OF SECTION 16-06-09 BEARING
N89°24'37"W.

LEGEND

- GOVERNMENT CORNER
- EASEMENT BOUNDARY
- SECTION LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- PARTIAL EASEMENT
RELEASE AREA



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C-1	38.44'	388.00'	5°40'36"	N03°08'38"E	38.43'

JSD
MADISON REGIONAL OFFICE
507 WEST VERONA AVENUE, SUITE 500
VERONA, WISCONSIN 53593
P. 608-848-5060

PROJECT:
OAK MEADOW RESERVE

CITY OF FITCHBURG, WISCONSIN

SHEET TITLE:
**EXHIBIT B
PARTIAL SANITARY SEWER
AND WATER MAIN
EASEMENT RELEASE**

PROJECT NUMBER:
23-13509
DRAWN BY:
JK
DATE:
09/04/2025

SHEET NUMBER:

3 of 3

DECLARATION OF CONDITIONS AND RESTRICTIONS FOR
MAINTENANCE OF STORMWATER MANAGEMENT MEASURES

RECITALS:

- A. Thompson Engineering LLC is the owner of Oak Meadow Reserve Lots 1-11 and Outlots 1-2, more particularly described on Exhibit A attached hereto (the "Property").
- B. Owner desires to construct stormwater management measures on the Property in accordance with certain plans and specifications approved by the City of Fitchburg (the "City").
- C. The City requires Owner to record this Declaration of Conditions and Restrictions for Maintenance of Stormwater Management Measures (this "Declaration") regarding maintenance of certain stormwater management measures ("Stormwater Management Measures") to be located on the Property all as more particularly described in Exhibit A and shown on Exhibit B. Owner agrees to maintain the Stormwater Management Measures and to grant to the City the rights set forth below.

NOW, THEREFORE, in consideration of the declarations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the owner agrees as follows:

1. Maintenance. Owner and its successors and assigns shall be responsible to repair and maintain the Stormwater Management Measures located on the Property in good condition and in working order and such that the measures comply with approved plans on file with the City. Said maintenance shall be at the Owner's sole cost and expense. Owner will conduct such maintenance or repair work in accordance with all applicable laws, codes, regulations, and similar requirements. *Specific maintenance tasks and their schedules shall be conducted in accordance with Exhibit A.*
2. Easement to City. If Owner fails to maintain the Stormwater Management Measures as required in Section 1, then the City shall have the right, after providing Owner with written notice of the maintenance issue (each, a "Maintenance Notice") and thirty (30) days to comply with the City's Maintenance Notice, to enter the Property in order to conduct the maintenance specified in the Maintenance Notice. The City will conduct such maintenance work in accordance with all applicable laws, codes, regulations, and similar requirements and will not unreasonably interfere with Owner's use of Property. All costs and expenses incurred by the City in conducting such maintenance may be charged to Owner by placing the amount on the tax roll for the Property as a special assessment in accordance with Section 66.0703, Wis. Stats.
3. Term/Termination. The term of this Declaration shall commence on the date that this Declaration is filed of record with the Register of Deeds Office for Dane County, Wisconsin, and except as otherwise herein specifically provided, shall continue in perpetuity. Notwithstanding the foregoing, this Declaration may be terminated by recording with the Register of Deeds Office for Dane County, Wisconsin, a written instrument of termination signed by the City and all of the then-owners of the Property.
4. Miscellaneous.
 - (a) Notices. Any notice, request or demand required or permitted under this Declaration shall be in writing and shall be deemed given when personally served or three (3) days after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Owner: Thompson Engineering LLC
Attn: John Thompson
1255 Fourier Drive, Suite 200
Madison, WI 53717

If to the City: City Engineering Division
5520 Lacy Road
Fitchburg, WI 53711

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
6022784

04/21/2025 02:07 PM

Trans Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 5

This space reserved for recording data

Return to:

City of Fitchburg
5520 Lacy Road
Fitchburg, WI 53711

PIN#: 225/0609-161-6741-2, 225/0609-161-6752-2,
225/0609-161-6763-2, 225/0609-161-6774-2,
225/0609-161-6785-2, 225/0609-161-6796-2,
225/0609-161-6807-2, 225/0609-161-6818-2,
225/0609-161-6829-2, 225/0609-161-6840-2,
225/0609-161-6851-2, 225/0609-161-6862-2,
225/0609-161-6873-2

5

Attn: City Engineer

Any party may change its address for the receipt of notice by written notice to the other.

- (b) Governing Law. This Declaration shall be governed and construed in accordance with the laws of the State of Wisconsin.
- (c) Amendments or Further Agreements to be in Writing. This Declaration may not be modified in whole or in part unless such agreement is in writing and signed by all parties bound hereby.
- (d) Covenants Running with the Land. All of the easements, restrictions, covenants, and agreements set forth in this Declaration are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective successors and assigns.
- (e) Partial Invalidity. If any provisions, or portions thereof, of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or portion thereof, to any other persons or circumstances shall be affected thereby and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 21 day of April, 20 25

John W Thompson

Owner:

By: JOHN W THOMPSON

STATE OF WISCONSIN)
COUNTY OF DANE) ss

Personally came before me this 21 day of April, 20 25, the above named John Thompson,
to me known to be the person who executed the foregoing instrument and acknowledged the same.

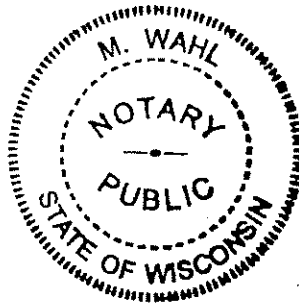
M. Wahl

NOTARY PUBLIC SIGNATURE

M. Wahl

PRINTED NAME OF NOTARY PUBLIC

My Commission Expires: 12/12/25



Drafted by: JSD Professional Services, Inc
Chris Dawson

EXHIBIT A
Stormwater Management Maintenance Measures

Legal Description of Property:

Lots 1-11 and Outlots 1-2, Oak Meadow Reserve as Recorded in Volume 62-026b of Plats on Pages 142 and 143, As Document No. 6016896, Located in The City of Fitchburg, Dane County, Wisconsin

Tax Parcel Numbers: 225/0609-161-6741-2, 225/0609-161-6752-2, 225/0609-161-6763-2, 225/0609-161-6774-2, 225/0609-161-6785-2, 225/0609-161-6796-2, 225/0609-161-6807-2, 225/0609-161-6818-2, 225/0609-161-6829-2, 225/0609-161-6840-2, 225/0609-161-6851-2, 225/0609-161-6862-2, 225/0609-161-6873-2.

Stormwater Management Measures Included in this Agreement (as shown on the attached Erosion Control Plan, Grading Plan, and Utility Plan, hereby made a part of Exhibit B):

- Storm Sewer Pipes and Structures
- Bioretention Basin
- Grassed Swale

Specific Maintenance Requirements:

Short Term Maintenance (during construction and/or restoration):

- The construction contractor at the owner's expense or as agreed to by the owner and contractor shall perform inspection of all facilities during construction and until site stabilization.
- Inspections during construction shall be weekly and/or after a rainfall event of 0.5" or more.
- Repairs necessary to restore the facility to design performance will be made within 48 hours of the inspection.
- Deficiencies include, but are not limited to, rill erosion, sediment deposition in the infiltration pond or behind perimeter control, and deposition of sediment on the tracking pad.
- Tracking on the public right-of-way shall be inspected regularly during days that construction traffic is leaving the construction site. Any excessive sediment tracked onto the public right-of-way shall be scraped immediately. Thorough sweeping, with appropriate equipment that physically picks up and removes the sediment (vs. pushing it to other locations within the public right-of-way) shall be conducted at the end of each working day during construction activities.

Long Term Maintenance:

- Inspector qualifications for Long Term Maintenance: Inspectors under this item shall maintain a current Registered Professional Engineer License in the State of Wisconsin or possess an alternate certification approved by the **City of Fitchburg's** Public Works Department.
- All stormwater provisions constructed as part of this project are permanent in location and function over time. The constructed stormwater provisions such as bioretention basins, swales, and storm structures shall not be removed or significantly altered without written permission from the **City of Fitchburg's** Public Works Department. Owner shall maintain records of inspections and maintenance as described below in accordance with Chapter 30 – Article II of the **City of Fitchburg** Municipal Code of Ordinances. Inspections and maintenance reports shall be submitted to the **City of Fitchburg's** Public Works Department on an annual basis.
- An operation and maintenance plan shall be developed that is consistent with the purposes of the infiltration device, its intended life, safety requirements and the criteria for its design. The plan shall be

developed for inspection, operation and maintenance of the device. The plan shall assign responsibility for activities and the qualifications of the personnel performing the work.

STORM SEWER

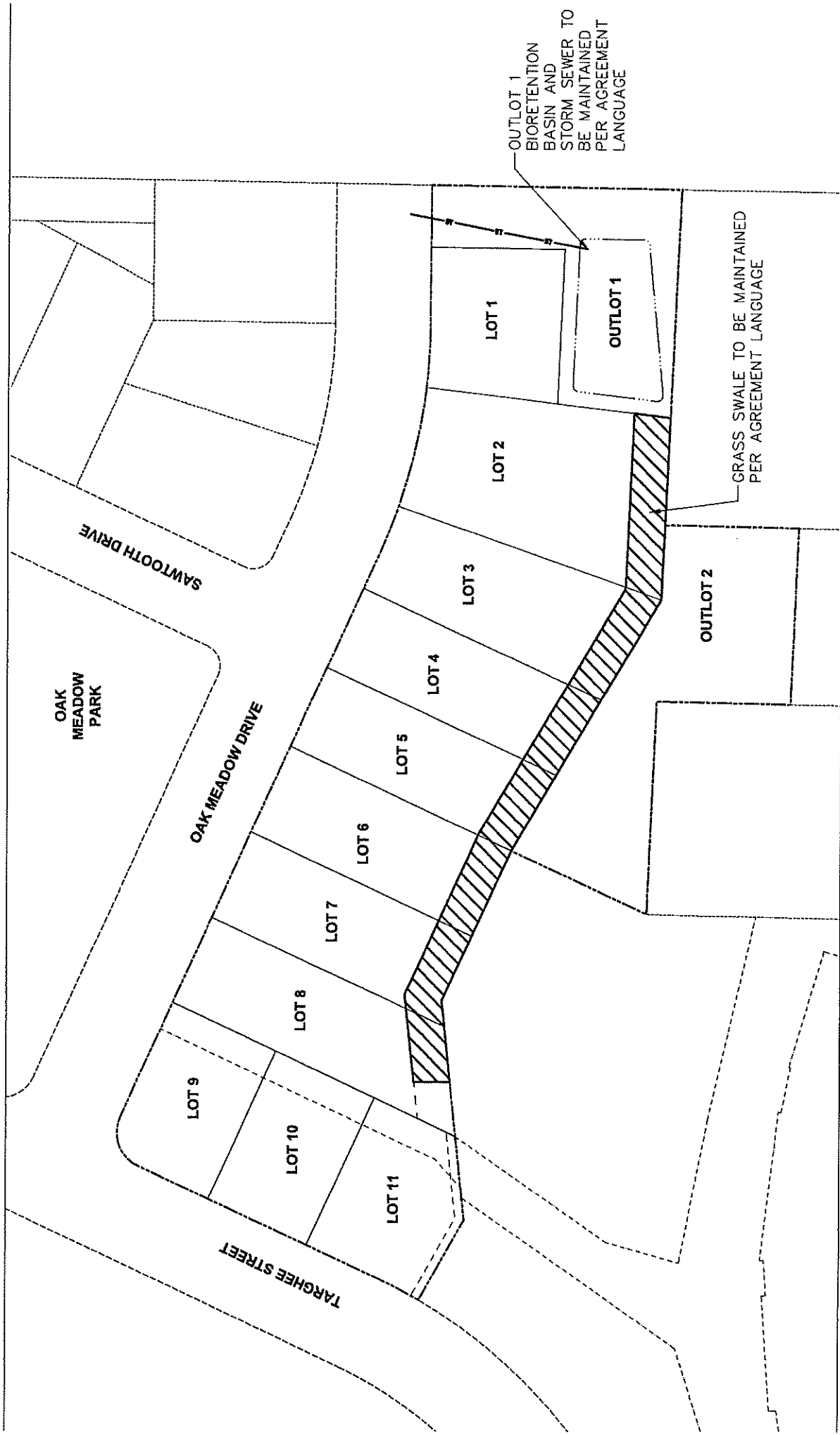
- Visual inspection of components shall be performed at a minimum annually
- Any debris shall be removed to maintain design capacity from storm sewer inlets, manholes, and pipes.
- All material removed from the system be properly disposed of in a landfill in accordance with appropriate local municipality, state, and federal regulations.
- Repair inlet/outlet areas that are damaged or show signs of erosion.
- Repairs must restore the component to the specifications of the original plan.
- Owner shall maintain records of inspections, cleaning and replacement of the device or components of the device.
- Plans and details of the system can be found in **Exhibit B**.
- Proprietary sedimentation devices shall be installed and maintained in a manner consistent with laboratory testing and modeling assumptions used to predict effectiveness. This includes the following requirements: the device shall be installed in accordance with manufacturer recommendations; the installed device shall be equipped with an internal or external bypass to divert flows in excess of the design treatment flow rate.

BIORETENTION BASIN

- The Owner is responsible for carrying out typical maintenance activities for bioretention areas and shall include details on these activities that are consistent with the following standards:
 - Inspect soil and repair eroded areas on a monthly basis.
 - Remove litter and debris on a monthly basis.
 - Water plants accordingly during first growing season and as necessary during dry periods after first growing season.
- Snow shall not be dumped directly onto the conditioned planting bed.
- If not listed above, all components of the bioretention basin shall be inspected on an annual basis at a minimum.
- Repairs must restore the component to the specifications of the original plan.
- Maintenance shall be required when system shows standing water beyond 72 hours of rain event.
- Cleaning shall consist of removal of sediment, two (2) foot undercut, undercut replacement with material consisting of 30% compost and 70% sand and restoration in-kind. Restoration of plant material shall be by plugging, not seeding alone.

GRASS SWALE

- Inspect swales annually to detect and remedy nuisance conditions such as standing water or trash dumping.
- Maintain vegetation type and height specified in approved plan.
- Repair areas of swale showing signs of erosion.
- Limit off-street parking or other activities that may cause rutting or soil compaction in swales.
- Limit the use of pesticides and fertilizer.
- Remove sediment when visible or if standing water exists for 24 hours after a rainfall/runoff event. After sediment removal, repair any damaged or eroded areas by filling with topsoil, reseeding and matting to reestablish vegetation.
- Repairs must restore the practice to the approved plan design.



23-13509



NOT TO SCALE



SWMA - EXHIBIT B

OAK MEADOW RESERVE

FITCHBURG, WI

04-21-2025