

DOCUMENT TITLE

First Amendment to Declaration of  
Covenants, Conditions and Restrictions of  
The Oaks Plat 2

DOCUMENT NO.

**2220911**

**SANDY DISRUD  
REGISTER OF DEEDS  
ROCK COUNTY, WI  
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RECORDING AREA

**NAME AND RETURN ADDRESS**  
The Oaks Plat 2 Homeowners  
Association, Inc.  
Attn: Lori Goff  
525 Third Street, Suite 300  
Beloit, WI 53511

**Parcel Identification Number**

21761300,21750195,21750190,21750185,  
21750180,21750175,21750170,21750165,  
21750160,21750155,21750150,21750137,  
21750133,21750127,21750123,21750145,  
21750119,21750113,21750109,21750103,  
21750101, 21761195,21750161,

## **FIRST AMENDMENT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF THE OAKS PLAT 2**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for The Oaks Subdivision is made and entered into effective the 13<sup>th</sup> day of June, 2022 (the "Amendment").

**WHEREAS**, Shopiere Oaks, LLC ("Declarant") caused to be prepared and recorded that certain Declaration of Covenants, Conditions and Restrictions of The Oaks Plat 2 Subdivision dated January 30, 2020, recorded in Office of the Register of Deeds for Rock County on the 6<sup>th</sup> day of February, 2020, as Document No. 2147036, as amended by Affidavit of Scrivener Regarding Declaration of Covenants, Conditions and Restrictions of The Oaks Plat 2, dated February 20, 2020, recorded in the Office of the Register of Deeds for Rock County on the 24<sup>th</sup> day of February, 2020, as Document No. 2148178 (collectively, the "Declaration"); and

**WHEREAS**, the Declaration as recorded concerned lands identified in the Plat of Subdivision for The Oaks, Plat 2 (the "Subdivision") which Subdivision Plat was duly recorded in the office of the Register of Deeds of Rock County, Wisconsin, on the 17<sup>th</sup> day of January, 2020, as Document No. 2145788; and

**WHEREAS**, pursuant to the provisions of such Declaration, the Declarant reserved the right pursuant to Article 9 thereof to amend the Declaration at any time and from time to time so long as the Declarant continued to own lots in the Subdivision and Developer continues to own lots in the Subdivision.

**NOW, THEREFORE**, the Declarant herewith amends the Declaration as follows:

1. Article 1, Section 1.7 is deleted and replaced as follows:

1.7 **Common Improvements.** The "Common Improvements" consist of the following, some of which may be located in Common Areas and some of which may be located in public streets, individual lots or Outlot No. 4: all signs on the Property generally identifying the Subdivision as The Oaks Subdivision, and any non-dedicated drainageways and easements, detention ponds and landscaping or other improvements made by the Association or Developer, in the Common Areas.

2. Article 4, Section 4.4 is deleted and replaced as follows:

4.4 **Maintenance of Drainage Easements, Pond, Common Areas, Subdivision Signage and Monuments.** The Association has the responsibility to properly landscape and maintain all Common Areas, including trails and subdivision entrance signage within the subdivision, all portions of any entrance signs, entrance monuments, fencing and the

landscaping associated with same, if any, which are located in whole or in part within any City of Beloit right-of-way. Said maintenance includes repair or replacement resulting from damage caused by any reason including snowplowing operations. Further, the Association shall indemnify and hold the City harmless for any claim of liability or damage, regarding the Association's acts or omissions in the installation or repair of any signs, monuments, fencing or associated landscaping located within City right-of-ways. The responsibilities of maintaining all drainage easement areas located within the individual lots which are subject to this Declaration of Restrictions are with both the Association and the individual Lot Owners as detailed below. The storm water facilities located on Outlot No. 4 shall be subject to a storm water maintenance agreement with the City wherein the Association shall have primary responsibility to maintain the storm water facility as more fully detailed within the Storm Water Maintenance Agreement, recorded as Document No. 2146160 with the Register of Deeds office.

3. Article 5, Section 5.14 is replaced as follows:

5.14 **Fences and Walls.** The location and type of any fence, wall, hedge or screen planting must be approved by the ACC and must be constructed with materials approved by the ACC and comply with all applicable governmental requirements and ordinances. No solid wood fence, privacy fence, stockade fence, chain link or wire fence shall be permitted and no fence shall be taller than six feet in height. In general, fencing will be discouraged other than for protection of swimming pools. Buried electric or invisible fencing for pet containment is approved.

4. Article 6, Section 6.5.7 is replaced as follows:

6.5.7 **No above-ground pools shall be installed.** In-ground pools may be installed on a Lot only after receiving a permit from the local Municipality and approval from the ACC, which will be acting reasonably if it does not approve an in-ground pool which is not completely enclosed by a secure ACC approved fence, minimum 50% open to meet CPSC code and a minimum of 4 foot elevation, with a self-closing and self-latching gate or door (at the top of such gate or door). There must be an unobstructed area of at least 10 feet between the fence and the pool. The pool enclosure cannot be located less than 5 feet from the nearest Lot boundary. Additional or more restrictive conditions may be imposed by the City.

5. Article 12, Section 12.1 is replaced as follows:

12.1 **Right of Entry.** A right of entry to each Lot, Common Area or Outlot is reserved to the Association to service utility installations and landscape or fence improvements located on, in or under such Lot, Common Area or

Outlot provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations or fence improvements. In case of emergency, entry by the Association onto any such Lot, Common Area or Outlot may be made immediately, whether the Owner or Occupant of such Lot, Common Area or Outlot is or is not present and without liability of the Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

6. The Declarant represents that all necessary action to effect the approval of and authorization to make this Amendment has been duly effected.

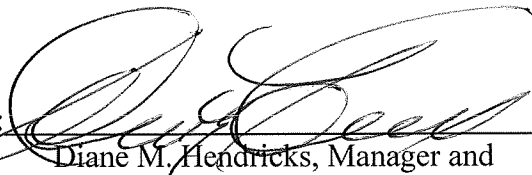
7. **Declaration Remains in Effect.** Except as expressly amended or modified by the foregoing, the Declaration shall remain in full force and effect and shall not be cancelled, suspended or otherwise abrogated by the recording of this Amendment.

8. **Capitalized Terms.** All capitalized terms shall have the same meaning ascribed to them under the Declaration.

[Signature on Following Page]

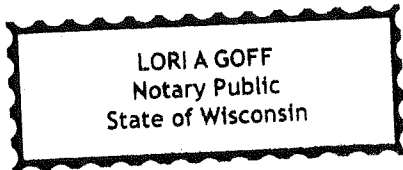
IN WITNESS WHEREOF, the Developer has executed this Amendment as of the date and year first above written.

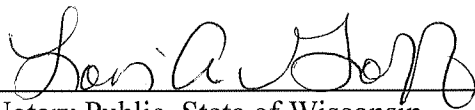
SHOPIERE OAKS, LLC

By:   
Diane M. Hendricks, Manager and  
Chairperson of the Board

STATE OF WISCONSIN     )  
   ) SS.  
COUNTY OF ROCK         )

Personally came before me this 13<sup>th</sup> day of June, 2022, the above-named Diane M. Hendricks to me known to be the person who executed the foregoing instrument and acknowledged the same.



  
Notary Public, State of Wisconsin  
My Commission 6-5-2024

This document drafted by:  
George B. Erwin, III  
Schmidt, Darling & Erwin  
2600 North Mayfair Road, Suite 1000  
Milwaukee, WI 53226

Legal Description of the Property

Lots 34,35,36,37,38,39,40,41,42,43,44,45,46,47,48,49,50,51,52,53,54,55 and Outlot 4, The Oaks, Plat 2 in the City of Beloit, Rock County, Wisconsin.