DECLARATION OF ZERO LOT LINE AND RESTRICTIVE COVENANTS

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THIS DECLARATION, made this 4th day of March 2026, by David Sommers Construction, Inc., a Wisconsin corporation (the "Declarant").

WHEREAS, Declarant owns the real estate located in the City of Horicon described as follows (the "Property" or "Properties"):

Lots 1 and 2 of Certified Survey Map 8083, recorded on February 25, 2026 as Document No. 1369559, being a redivision of Lots 5 and 6 of Finger and Gills Addition, as recorded in Cabinet "A" of Plat's on Page 205 as Document Number 709932, Located in a Part of Lot 4, Jacobs Addition, being part of the Southwest ¼, of the Southwest ¼, of Section 6, Town 11 North, Range 15 East, City of Horicon, Dodge County, Wisconsin.

WHEREAS, the Property consists of the following dwellings which share one common wall and lot line which divides their respective properties into two equal dwellings.

408 Keno Circle	Tax Parcel: 236-1116-0633-119
406 Keno Circle	Tax Parcel: 236-1116-0633-120

NOW, THEREFORE, Declarant hereby declares that the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions covenants, and conditions. The easements, restrictions, covenants, and conditions shall run with the land and be binding upon all parties having any right, title or interest in the properties, their heirs, successors and assigns, and shall inure to the benefit of each owner.

SECTION I. DEFINITIONS

A. "Living Unit" shall mean and refer to any portion of a dwelling unit situated upon the Properties described and intended for use and occupancy as a residence by a single family.

B. "Lot" shall mean and refer to each individual Lot which is described herein and which is referenced by address and tax parcel, above.

C. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers and vendees, but excluding those having such interest merely as security for the performance of an obligation, and excluding those having a lien upon the Property by provision or operation of law.

D. "Party Wall" means and shall refer to each wall of a Living Unit which is constructed as a dividing wall between two Living Units, whether or not actually located on the common Lot line between the two Lots. All Party Walls shall be constructed and maintained so that they run from a location no higher than the lowest floor level of a Living Unit, including the basement, and no lower than the underside of the roof sheathing. The term "Party Wall" expressly includes any supporting foundation for the dividing wall located below the basement floor level, and any parapet type wall extending above the roofline, and built as an extension of a Party Wall. All

portions of any Party Wall located beneath the underside of any roof sheathing shall be constructed and maintained as a firewall. All Party Walls shall comply with applicable building codes.

E. "Shared Costs" means and shall refer to the shared costs of repair and maintenance which are more fully described in Section II.

SECTION II. PARTY WALLS

A. General Rules Pertaining to Party Walls. To the extent not inconsistent with the provisions of this Declaration, all general rules of law regarding party walls shall apply to all party walls on the Properties subject to this Declaration.

B. Shared Costs of Repair and Maintenance. The cost of reasonable repair and maintenance of each Party Wall shall be shared equally by the Owners of the Living Units to which the Party Wall is appurtenant as set forth herein.

1. The Shared Costs shall include all costs reasonably incurred for the following purposes:
    a. Maintaining the structural integrity of any Party Wall,
    b. Maintaining the fire rating of any Party Wall,
    c. Complying with all applicable building codes relate to any Party Wall,
    d. Maintaining and/or reconstructing any shared sewer lateral or shared waterline.

2. The Shared Costs shall not include the following:
    a. the cost of any decorating, including, but not limited to, paint, wallpaper, paneling, millwork or any other items attached or affixed to a Party Wall from the interior of a Living Unit, whether or not occasioned by the maintenance, repair, and/or reconstruction of a Party Wall or any portion thereof.
    b. the costs associated with the repair, maintenance and/or reconstruction of an Owner's electrical, plumbing, HVAC, or other mechanical equipment which may be contained within the Party Wall, except if such repairs are necessary due to the purposes set forth in Section II.B.1.

3. Notwithstanding any other provision of this Declaration to the contrary, all costs of repairing, maintaining and/or replacing any party wall, or any portion thereof, which are occasioned by the negligent or intentional acts or omissions of any Owner, or of any tenant, guest or invitee of any Owner, shall be borne solely by such Owner, and the other Owner shall not be required to share any such costs.

C. Damage to or Destruction of Party Walls. If a Party Wall, or any portion thereof, is damaged or destroyed by fire or other casualty, or by physical deterioration, or if it fails to comply with applicable building codes, the Party Wall shall be repaired, restored and/or reconstructed as expeditiously as is reasonably possible.

D. Encroachments and Easements.

1. Encroachments Arising from Original Construction and/or Shifting or Settling. If any portion of a Living Unit actually encroaches upon the adjoining Lot as a result of the original construction thereof, or as a result of the reconstruction thereof in substantially the same location as the original construction, or as a result of the settling or shifting of the building, there shall be deemed to be an easement in favor of the encroaching Living Unit to the extent of such encroachment so long as the same shall exist.

2. An easement is hereby created in favor of each Owner for the reasonable installation of usual and customary mechanical services within any Party Wall, for reasonable decorating of that portion of the Party Wall facing the interior of their respective Living Unit, and for the purpose of reasonably affixing to said Party Wall shelving, pictures and similar type items. The easement rights granted by this provision

are expressly limited such that no such use by any Owner shall unreasonably interfere with the use, occupancy or enjoyment of the adjoining Living Unit, no such use shall impair the structural integrity of any Party Wall, and further, no such use shall impair the fire rating of any Party Wall below the minimum required by the Declaration, or the minimum required by applicable building codes, whichever is greater.

SECTION III. ADMINISTRATION OF PARTY WALLS

A. Maintenance Decisions. All decisions regarding the non-emergency maintenance, repair and/or reconstruction of any Party Wall shall be made by mutual agreement of the Owners, or, if the Owners are unable to agree, by the Circuit Court for Dodge County. In an emergency situation, any Owner shall be entitled to proceed with appropriate maintenance, repair and/or reconstruction of any Party Wall, without the prior consent of the other Owner and without the decision of a Court. An emergency situation is defined as any condition which presents an unreasonable risk of injury or damage to persons or property if prompt action is not taken. By way of enumeration, but not by way of limitation, any condition which results in any portion of a Party Wall having a fire rating of less than one hour, or the fire rating required by any applicable building code, whichever is greater, constitutes an emergency situation.

B. Right of Contribution. In the event any Owner incurs any costs for the maintenance, repair, restoration and/or reconstruction of any party wall, or any portion thereof, which are the responsibility of the other Owner, the Owner incurring the same shall be entitled to reimbursement for that portion of any such costs which are the responsibility of the other Owner, upon written demand. Any such sum not paid when due shall bear interest from the date of demand until paid at an interest rate equal to the statutory interest rate applicable to interest on judgments in the State of Wisconsin. In addition, in the event of commencement of legal action to collect any such sums, the prevailing party shall be entitled to collect all costs and expenses of collection, including but not limited to reasonable actual attorney's fees. The right of any Owner to reimbursement from any other Owner pursuant to this provision shall be appurtenant to the Lot, and the Owner of such Lot at the time the cost is uncured and all successors and assigns of such Owner of such Lot at the time the cost is uncured and all successors and assigns of such Owner shall be jointly and severally liable for the payment of all sums due pursuant to this provision, including, where applicable, interest and costs of collection.

C. Mechanics Liens. Each Owner of a Living Unit agrees to indemnify and hold harmless the Owner of an adjoining Living Unit for any mechanics' liens arising from work done or material supplied to make repairs or replacements for which a defaulting Owner is responsible.

SECTION IV. OTHER PROVISIONS GOVERNING ADJOINGING LIVING UNITS.

A. Insurance, Replacement, and Reconstruction. Each Owner shall maintain fire and extended coverage insurance on the Owner's Living Unit with limits of not less than full replacement cost thereof. In the event of damage to or destruction of a Living Unit, or any portion thereof, the Owner thereof shall promptly restore the same to its condition prior to any such damage or destruction.

B. Maintenance – Each Lot and Living Unit. Each Owner shall maintain his or her Lot and the exterior and interior of his Living Unit in a neat and clean condition, and in good condition and repair.

C. Architectural Control. The Owner of a Living Unit may replace exterior components of the Owner's Living Unit with similar components of the same design and color, and may paint the exterior of the Living Unit with paint of the existing color of the exterior, but the Owner may not, either in the course of ordinary replacement, remodeling, or restoration after damage or destruction, employ different siding or roofing material or a different color scheme, without the consent of the Owner of the adjoining Unit.

SECTION V. GENERAL PROVISIONS

A. Enforcement. In the event of any dispute, the parties agree to pursue mediation with a mutually agreed upon mediator. If mediation is unsuccessful, enforcement of this Declaration shall by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Declaration, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Declaration, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees, from the non-prevailing party.

B. Liability After Property Transfer. Any party specified in this Declaration, and any successors and assigns as fee simple owners of the Property or any portion thereof, shall cease to have further liability under this Declaration with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Property, respectively, except for obligations that accrued during the parties' period of ownership of title.

C. Governing Law. This Declaration shall be construed and enforced in accordance with the laws of the State of Wisconsin.

D. Entire Agreement. This Declaration sets forth the entire understanding of the parties and may not be changed except by written document, executed and acknowledged by all parties to this Declaration, and duly recorded in the Office of the Register of Deeds of Dodge County, Wisconsin.

E. Notice. All notices to either party to this Declaration shall be delivered in person or sent by certified mail, postage pre-paid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

F. Severability. If any term or condition of this Declaration, or the application of this Declaration to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Declaration, or the application of the term or conditions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

G. Amendments. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them in perpetuity unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said covenants in whole or in part.

H. Covenants Run With Land. All the terms and conditions in this Declaration, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of and be enforceable by the Owners and their successors and assigns.

THIS INSTRUMENT DRAFTED BY:
Attorney Ian Prust
Prust Legal, LLC
PO Box 114
West Bend, WI 53095
262-201-0210
ian@prustlegal.com

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed to be effective as of the day, month and year first above written.

David Sommers Construction, Inc., a Wisconsin corporation

By: _____
Name: David Sommers
Its: Sole Shareholder

Date: 3-11-2026

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
WASHINGTON COUNTY)

Personally came before me this 11th day of March, 2026 the above named individual known to be the person who executed the foregoing agreement and acknowledged the same.

_____
Cassandra E. Wohlt
Notary Public, State of Wisconsin
My Commission is permanent.
IF NOT, Expiration Date: 1-8-27.

CASSANDRA E. WOHLT
Notary Public
State of Wisconsin