Document Number	**DECLARATION OF RESTRICTIONS, COVENANTS, AND EASEMENTS FOR SORENSON CREEK** Document Title	Return to: Anthony Nudo, Attorney at Law Terry & Nudo, LLC 600 52nd Street, Suite 320 Kenosha, WI 53140
		See attached Parcel Identification Number

DRAFTED BY:

TERRY & NUDO, LLC
Anthony Nudo, Attorney at Law
SBN: 1055242
600 52nd Street, Suite 320
Kenosha, WI 53140
Telephone: (262) 842-2338
Facsimile: (262) 584-9949
Email: Anthony@LawMidwest.com

DECLARATION OF RESTRICTIONS, COVENANTS, AND EASEMENTS
FOR
SORENSON CREEK

THIS DECLARATION OF RESTRICTIONS, COVENANTS, AND EASEMENTS FOR SORENSON CREEK SUBDIVISION (this "**Declaration**"), is made by KOOS KRYGER AND MYRNA MUILENBURG KRYGER, TRUSTEES OF THE KOOS AND MYRNA MUILENBURG KRYGER REVOCABLE TRUST DATED JUNE 6, 2005 (the "**Developer**").

RECITALS

WHEREAS, the Developer is the owner of the real property located in the Village of Mt. Pleasant, Racine County, Wisconsin (the "**Village**"), known as Sorenson Creek; and

WHEREAS, the Developer desires to subject Sorenson Creek, described on the attached **Exhibit A**, including Lots 1-9 and Outlot 1 as shown on the final plat, which is made a part hereof and described in Article II of this Declaration (the "**Property**"), to conditions, covenants, restrictions, easements, liens and charges (hereinafter collectively referred to as "**Covenants**") set forth in this Declaration, each and all of which is and are for the benefit of the Property, the Developer, the Village and for each owner thereof and shall pass with ownership of such Property, and each and every parcel and lot thereof, and shall apply to and bind the successors in interest and any owner thereof.

DECLARATION

NOW, THEREFORE, the Developer hereby declares that the Property is and shall be held, used, transferred, sold and conveyed subject to the Covenants hereinafter set forth.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 "**Developer**" shall mean Koos Kryger and Myrna Muilenburg Kryger, Trustees of the Koos and Myrna Muilenburg Kryger Revocable Trust Dated June 6, 2005 and Celeste Builders & Roofing, Inc. The "Developer" may also mean the Architectural Control Committee (as hereinafter defined) and vice-versa, with respect to any required approval and review process under the Declaration.

1.2 "**Lot**" shall mean and refer to Lots 1-9 and Outlot 1 of the Subdivision, respectively.

1.3 "**Property**" shall mean and refer to all existing properties as are subject to this Declaration. The "Property" may also mean the "**Subdivision**" and vice-versa and shall also mean and refer to Sorenson Creek located in the Village of Mt. Pleasant, Racine County, Wisconsin.

1.4 "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot; except that as to any Lot which is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

Property. The Property, more particularly described on Exhibit A attached hereto as shown on the final plat, which is and shall be held, used, transferred, sold, conveyed and occupied subject to this Declaration is located in Racine County, Wisconsin.

ARTICLE III
GENERAL PURPOSES AND CONDITIONS

3.1 General Purpose. The Property is subjected to this Declaration to insure the best use and the most appropriate development and improvement; to protect the Owners against such improper use of the Property as will depreciate the value thereof; to preserve, so far as practicable, the natural beauty of the Property; to provide for an entrance to the Property; to guard against erection of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to guard against an excess of similar architectural styles and thereby avoid housing monotony, to obtain harmonious color schemes; to insure an appropriate development of the Property; to encourage and secure the erection of attractive, substantial homes, with appropriate locations on Lots; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper setbacks from street and adequate free space between structures; to encourage, secure and maintain attractive and harmonious landscaping of Lots and Common Areas; and in general to provide adequately for an appropriate type and quality of improvement in the Property and thereby to enhance the value of investments made by purchasers of Lots.

3.2 Land Use and Building Type. No Lot shall be used for any purpose except for single-family residential purposes as permitted by the Village zoning ordinance. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not exceeding two (2) stories or thirty-five (35) feet in height, and a private attached garage. Notwithstanding anything contained herein to the contrary, the Developer and its designee may use such Lot for purposes of building model homes open to the public for inspection and/or sale subject to the requirements set forth herein.

3.3 Architectural Control. No building, fence, wall, swimming pool, driveway, deck, sidewalk, landscaping, or other structure or improvement of any type (including antennae of any size or shape, whether freestanding or attached to another structure) shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition or improvement to or change or alteration on any Lot (including without limitation, adding a deck, patio, or sidewalk, repainting or landscaping changes on existing homes for which plans have previously been approved) be made until the plans, specifications and plot plan showing the nature, kind, shape, height, materials, color and location of the same and the landscape layout described in section 3.10 hereof shall have been submitted to and approved in writing as to quality, materials, harmony of exterior design and location in relation to other structures, topography and compliance with the provisions of this Declaration or by an Architectural Control Committee (the "**ACC**") composed solely of the Developer or its designee until an election is held pursuant to Article 6 of this Declaration. No Owner shall request or obtain a building permit for a Lot from the Village without first obtaining the written approval of the plans and specifications from the ACC. In the event the ACC fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or in the event of disapproval, if no suit to enjoin the addition, alteration, or change or to require the removal thereof has been commenced before one (1) year from the date of completion thereof, then approval will not be required and this section will be deemed to have been fully complied with. The ACC shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship or as otherwise determined by the ACC. The ACC shall have the sole discretion to determine which of the dwelling size requirements of this Declaration applies to a particular proposed dwelling and whether the same has been met. The provisions of this Declaration are minimum requirements and the Developer, or ACC, may in its discretion, require stricter standards or, conversely, may relax standards on a case by case basis if it reasonably determines that such modified standards are required for the benefit of the entire Property, provided such variance is not in conflict with the dedications and restrictive covenants running with the land as described on the final plat or the obligations imposed by this Declaration on Owners or the requirements of the Village ordinances. Further, the Developer may require reasonable alterations to be made to any of the plans to be submitted under this Declaration and said requirements shall be binding upon each and every Owner.

3.4 New Construction Only. No building shall be placed or permitted to remain on any Lot other than buildings newly constructed on the Lot; no previously constructed dwelling or structures shall be relocated to or situated upon any Lot without the written approval of the ACC.

3.5 Dwelling Size. No dwelling shall be erected on any Lot having a ground area within the perimeter of the main building, or at or above finish grade elevation (exclusive of garages, porches, patios, breezeways and similar additions), measured along the exterior walls, of less than the following areas:

(a) Not less than 1,600 square feet for a one-story dwelling;

(b) Not less than 1,800 square feet for a split-level with a minimum first floor area of 900 square feet;

(c) Not less than 2,000 square feet for a two-story dwelling with a minimum first floor area of 1,000 square feet;

(d) With respect to all other types of dwellings, not less than such areas, determined by the ACC, as are consistent with the foregoing and with other provisions hereof.

However, the ACC, in its sole discretion, reserves the right to make any deviation from the above requirements.

3.6 Grading, Building, Location and Lot Area.

(a) Any grading of a Lot must conform to the last approved Master Grading and Drainage Plans ("**Grading Plans**") on file with the Village Engineer. All Lots shall have setbacks from the front lot line and from the interior lot lines of distances determined by the ACC but, in no event, less than that set forth on the Final Plat and provided by applicable Village ordinance.

(b) Within each set of building construction plans submitted to the ACC for approval, shall be a plat of survey showing the placement of the proposed dwelling with the existing ground grade shown at all corners together with all easements as shown on the final plat. Subject to any Village requirement, the ACC reserves the right to make modifications as to the final first floor grade of the building. The landscaping and drainage of the Lot shall conform to Grading Plans.

(c) Each Owner shall be responsible for insuring that drainage from said Owner's Lot adheres to the existing drainage patterns as set forth in the Grading Plans and that the Owner's construction and other building activity does not interfere with or disrupt the existing or planned drainage patterns. The existing drainage pattern on a Lot shall not be changed significantly, and no change to the drainage pattern on other lands within the Property shall be caused by an Owner which varies from the Grading plans as these plans are amended by the Developer from time to time, subject to Village approval. Minor changes from said Grading Plans, where these changes do not violate the purpose, spirit and intent of said Grading Plans, shall be reviewed and may if, for good and sufficient reasons, be approved by the ACC and the Village; in all other cases, the approved grades shall be strictly adhered to. Lot owners shall be held responsible for any violation that will cause additional expense to the Developer or any other Owner to correct any grading problems.

(d) Upon the approval of the building grades by the ACC, the applicant shall

file the approved grades with the Village for its review and approval prior to commencing any grading.

(e) Any excess fill from excavations shall be hauled, at the Lot Owner's cost, to a location within the Property or adjacent lands specified by the Developer and shall not be removed from the Property without the permission of the ACC.

3.7 Completion. All construction of dwellings and other incidental structures shall be completed within one (1) year from date of commencement of construction. Paving of driveways, construction of walkways, landscaping (except topsoil and grass) shall be completed within one (1) year from issuance of an occupancy permit from the Village.

3.8 Easements/Dedications/Obligations.

(a) Easements-General. Certain Easements affecting the Property are recorded on the final plat for Sorenson Creek in the office of the Register of Deeds for Racine County, Wisconsin. Each Lot shall be subject to any easement, dedication, restrictive covenant, or any other restriction granted (and/or retained) by the Developer on such final plat or hereafter to be granted (and/or retained) by the Developer or its successors and assigns to the Village, or to public or semi-public utility companies, for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone, cable TV and for other purposes, and for sewers, storm water drains, gas mains, water pipes and mains, and similar services, for performing any public or quasi-public utility function or for any other purpose that Developer or its successors and assigns may deem fit and proper for the improvement and benefit of the Property and for any other purpose as set forth in dedications and restrictive covenants on the final plat. The Owner of any Lot on which such easement area(s) are located may use such areas, together with the area between the roadway and their lot, for grass, plantings, driveways and other such uses as are described on the final plat and shall otherwise care for and maintain such area provided such uses shall not interfere with the improvements, their uses and purposes, and the uses and purposes of the Village; nor shall any improvements be placed within such areas without the prior written consent of the Developer, Village and/or any other party having an interest in the respective easement area.

(b) Setbacks. The minimum front or street setback, shore yard, side yard, rear yard, wetland yard and on other such areas ("**Setback Areas**") are and shall be reserved for the use of nonexclusive easements for utilities service, in whole or in part, the Property or any Lot or Outlot located therein. By accepting title to a Lot and if not delineated on a final plat, each Owner hereby agrees that such Setback Areas may be subjected to easements for utility lines for electricity, sewer, water, gas, telephone, cable television, or other similar utilities. Within fifteen (15) days of written request therefor by the Developer, each Owner, if necessary and if not previously obtained, shall grant

specific easements (and cause their lenders to agree to a nondisturbance of such easements) upon such terms as may reasonably be requested. No structures or other improvements may be constructed in the Setback Areas except landscaping in accordance with approved landscaping plans or as otherwise specifically permitted by the ACC and subject to any additional restrictions as set forth in the final plat.

3.9 Zoning Laws, Etc. In addition to the provisions contained within this Declaration, all Lots and improvements thereon shall be subject to Village ordinances and all applicable county, state, and federal laws, as may be amended from time to time (hereinafter collectively referred to as "**Laws**"). No Lot shall be further divided or combined without the approval of the Village except for lot line adjustments permitted under Village ordinances. The requirements under Village ordinances are not stated herein and, therefore, it shall be the sole responsibility of every Owner to understand and insure compliance with Village ordinances as the same may be amended from time to time. In the event of a conflict between the provisions of this Declaration and the Village ordinances and the Village ordinance is more strict than the provision contained herein, the Village ordinance shall control. Failure to mention a requirement, with respect to any Lot or other necessary approval in this Declaration, shall not imply that no such requirement exists with the Village and shall not constitute a waiver of such Village requirement and/or approval.

3.10 Landscape Requirements. All plans for dwellings shall include a landscape plan which shall be subject to the approval of the ACC, shall be submitted in three (3) copies for approval prior to submission to the Village Building Inspector of the building plans for the dwelling and shall conform with the Landscape Standards. Such landscape plan shall include driveway, deck, patio, walkways and plantings such that a pleasing park-like appearance shall ultimately be accomplished in the Property and a uniform line of planting is avoided. Landscape planting for any dwelling as approved by the ACC shall be completed within six (6) months from the date of issuance of an occupancy permit by the Village, except as set forth herein, and shall be properly maintained thereafter. In the event the landscaping is not maintained properly, in the opinion of the ACC, upon notification, the Owner of the Lot shall take adequate measures to properly maintain the landscaping. Refusal to comply with the maintenance requirement shall be considered a violation of this section 3.10 of this Declaration. Any alterations to the approved landscape plan for a Lot shall be subject to the approval of the ACC. No trees, landscaping, or other plantings existing on a Lot, except those in the location of the proposed dwelling, patio, walks and driveways, shall be altered or removed without prior written approval of the ACC.

3.11 Nuisances, Etc. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

(a) Trash, garbage, or other wastes shall not be kept except in sanitary containers and all such materials or other equipment for disposal of same shall be properly screened from public view. Outside incinerators are not permitted.

(b) No vehicle, truck, trailer, tent, shack, garage, barn, or other outbuilding or living quarters of a temporary character shall be permitted on any Lot at any time.

(c) There shall be no outside parking of boats or recreational type vehicles; such property must be stored in garages. No trucks, buses, or vehicles other than private passenger cars, station wagons, pickup trucks, passenger vans, or similar private vehicles shall be parked in private driveways or on any Lot for purposes other than in the normal course of construction or for services rendered to a dwelling or Lot.

(d) No solar panels, external antennae, including satellite dishes (excepting satellite dishes of not greater than 18" in diameter), television antenna, or radio towers of any type for any purpose, shall be permitted on any Lot at any time without the prior written approval of the ACC.

3.12 Accessory Structures. The ACC may approve detached ornamental landscape structures (gazebos, decks, playhouses, etc.) or permanent storage sheds or other outbuildings to be situated within the boundaries of the Lot. Structures to be considered must be similar in design, character, and color to the existing single-family dwelling. No such structure may be constructed without ACC approval.

3.13 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that not more than a total of three dogs or cats, or as otherwise approved by the ACC may be kept in a manner which will not disturb the type and quality of life and the environment of the Property provided that no animals shall be kept, bred, or maintained for any commercial purposes. Dog runs, outside dog houses, or other such outside animal shelters are prohibited.

3.14 Garages; Parking and Concrete Driveway Approaches.

(a) Each Lot shall have a private, attached, enclosed garage for onsite storage of not less than two (2) vehicle stalls for each one (1) family dwelling built upon such Lot and shall be connected to the street by a properly surfaced concrete, asphalt, stone, or brick driveway (such driveway shall be installed and completed within one (1) year from the date of issuance of any occupancy permit).

(b) The location of garage door(s), whether front or side entry, and the location of any driveway and its intersection with the street shall be subject to the approval of the ACC.

3.15 Roofing Material and Construction.

(a) All dwellings proposed to be erected, altered, or modified shall specify on

the construction plans roofing materials acceptable in quality to the ACC and the construction shall be carried out with such roofing material as approved by the ACC.

(b) All dwellings shall have minimum roof pitches of 6:12 or as approved by the ACC.

3.16 Exterior Building Materials and Dwelling Quality.

(a) All dwellings proposed to be erected, altered, or modified shall, on the construction plans, denote exterior building material(s) proposed to be used; i.e.: brick, stone, wood, or other similar materials acceptable to the ACC and the construction shall be carried out with the material(s) as approved by the ACC.

(b) The design, layout and exterior appearance of each dwelling proposed to be erected, altered, or modified shall be such that, in the opinion of the ACC at the time of approving of the building plans, the dwelling will be of a high quality and will have no substantial adverse effect upon property values within the Subdivision.

(c) The proposed color schemes for a dwelling to be erected, altered, modified, or repainted with a new color scheme shall be submitted to the ACC for approval prior to painting or staining. It shall be the aim of the ACC to harmonize colors for not only the dwelling proposed, but to consider the effect of these colors and materials as they relate to other dwellings within the Subdivision.

(d) All color schemes, including the color of siding, roof, brick, or stone samples must be submitted to the ACC for approval before installation on the dwelling.

3.17 Fences and Walls. No fence or wall shall be permitted which does not comply with Village ordinances regulating the same. Additionally, all fencing and walls shall conform to the accompanying house design and shall be in harmonious design with other dwellings in the Subdivision. No fence or wall shall be constructed unless approved in advance by the ACC. Fences or walls shall not exceed 6 feet in height. The ACC will consider fences and walls:

(a) To enclose an in-ground swimming pool in accordance with applicable governmental codes and ordinances;

(b) To enclose a patio located at the rear of a dwelling for privacy purposes; and

(c) In such other location, except in the area of a lot from the front property to the façade of the dwelling and commonly known as the front yard, as determined acceptable by the ACC.

3.18 Swimming Pools. All outdoor swimming pools shall comply with Village ordinances. Specifications and location of the pool must be approved by the ACC prior to construction.

3.19 Hot Tubs. Outdoor hot tubs are permitted subject to ACC prior written approval. Above ground hot tubs shall be screened from public view and have exterior panels constructed of natural materials. Inflatable or otherwise temporary hot tubs are prohibited.

3.20 Construction Damage. In the event any portion of the curbing, sewer system, sump pump, or sewer laterals is damaged by an Owner or his contractors, subcontractors, or agents, the Owner shall be responsible to repair and restore the same to the condition which existed prior to the damage. In the event the Owner does not make the required repairs within thirty (30) days after written notice of such damage, the Developer or the Village may make such repairs to Village standards and the cost of such repairs, plus twenty-five percent (25%) thereof for overhead, shall be paid by the Owner to the repairing party. In the event such payment is not made within thirty (30) days of written demand, the amount due shall become a lien against the Lot and shall bear interest at eighteen percent (18%) per annum until paid in full.

ARTICLE IV
ENFORCEMENT, TERMINATION, MODIFICATION

4.1 Right to Enforce. Except as otherwise set forth herein, this Declaration and the covenants contained herein and on the final plat are enforceable only by the Developer, the Village (but the Village shall have no obligation to enforce the same and may do so in its discretion), the ACC, an Owner, or such person or organization specifically designated by the Developer, in a document recorded in the office of the Racine County Register of Deeds, as its assignee for the purpose thereof (an "**Entitled Person**").

4.2 Manner of Enforcement. This Declaration and the covenants contained herein and on the final plat shall be enforceable in any manner provided by law or equity, including but not limited to one or more of the following:

(a) Injunctive relief;

(b) Action for specific performance;

(c) Action for money damages as set forth in this Declaration; and

(d) Performance of these covenants by the Developer, the ACC, or the Village on behalf of any party in default thereof for more than thirty (30) days, after receipt by such party of notice from the Developer, the ACC, or the Village describing such default. In such event, the defaulting Owner shall be liable to the Developer, the ACC, or the

Village for the actual costs (plus twenty-five percent (25%) for overhead) related to or in connection with performing these covenants.

4.3 Reimbursement. Any amounts expended by Entitled Person in enforcing these covenants, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other party, shall constitute a lien against the subject real property until such amounts are reimbursed to the Entitled Person, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.

4.4 Failure to Enforce Not a Waiver. Failure of an Entitled Person to enforce any provision contained herein shall not be deemed a waiver of the right to enforce these covenants in the event of a subsequent default.

4.5 Right to Enter. The Developer, the ACC, or the Village shall have the right to enter upon any building site or other Lot within the premises for the purpose of ascertaining whether the Owner of said Lot is complying with these covenants and if the Developer, the ACC, or the Village so elects under Section 4.2(d) for the purpose of performing obligations hereunder on behalf of a party in default hereof.

4.6 Dedications/Restrictive Covenants/Easements. Each and every Owner of a Lot shall be subject to and bound by the easements, dedications, and restrictive covenants as are set forth on the final plat.

ARTICLE V
GENERAL PROVISIONS

5.1 Term and Amendment. Unless amended as herein provided, this Declaration shall run with the Property and be binding upon all persons claiming under the Developer and shall be for the benefit of and be enforceable solely by the Developer, an Owner and/or the Village for a period of twenty-five (25) years from the date this Declaration is recorded and shall automatically be extended for successive periods of twenty-five (25) years unless an instrument signed by the Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to terminate this Declaration in whole or in part. For the first fifteen (15) years following the date this Declaration is recorded, this Declaration may be amended, subject to the Village's written approval, at any time by written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification, or amendment executed: (a) solely by the Developer until such time as Developer conveys all Lots to other Owners (other than by multiple sale of Lots to a successor developer); and thereafter (b) by owners of seventy-five percent (75%) of the Lots, provided the written consent of the Developer or its successors and assigns is first obtained, so long as the Developer, or its successors and assigns shall own any Lots. Subsequent to such fifteen (15) year period, this Declaration may be amended by written declaration executed by at least seventy-five percent (75%) of the Lots subject to this Declaration

provided the prior written approval of the Village is obtained. Such written declaration shall become effective upon recording in the office of the Register of Deeds for Racine County, Wisconsin. All amendments shall be consistent with the general plan of development embodied in this Declaration.

5.2 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the property tax records of the Village at the time of such mailings.

5.3 Severability. Invalidation of any of the provisions of this Declaration, whether by court order or otherwise, shall in no way affect the validity or the remaining provisions which shall remain in full force and effect. Said invalid or illegal provision will be modified to reflect, as close as possible, the original intent of the former invalid or illegal provision, but in such a manner so as to make said provision valid and legal.

ARTICLE VI
STORM WATER MANAGEMENT AND MAINTENANCE

6.1 Storm Water Practice Maintenance Plan. The Owners of Lots 1-9 in Sorenson Creek each hold a 1/9 undivided interest in Outlot 1, which contains a stormwater pond subject to the Storm Water Practice Maintenance Plan (the "**Maintenance Plan**") attached as Exhibit C to the Storm Water Management Maintenance Agreement dated December 17, 2024, and recorded with the Racine County Register of Deeds on January 28, 2025, as Doc. No. 2693886. The ACC is hereby granted the authority to execute and oversee the implementation of the Maintenance Plan to ensure compliance with its requirements and to maintain the stormwater pond in accordance with applicable Village ordinances and the Maintenance Plan.

6.2 Assessment of Costs. The ACC shall have the authority to assess and collect from each Owner of Lots 1-9 an equal share (1/9 per Lot) of the costs incurred in executing the Maintenance Plan, including but not limited to maintenance, repairs, inspections, and any other expenses related to the stormwater pond or compliance with the Maintenance Plan. Such assessments shall be determined by the ACC in its sole discretion based on reasonable and necessary expenses. The ACC shall provide written notice to each Owner of the assessed amount, which shall be due within thirty (30) days of such notice. Failure to pay the assessed amount within the specified period shall result in the unpaid amount becoming a lien against the respective Owner's Lot, bearing interest at a rate of eighteen percent (18%) per annum until paid in full, enforceable in the same manner as provided in Article IV, Section 4.3 of this Declaration.

6.3 Election of ACC Members. Following the conveyance of the last Lot held by the Developer or when the Developer elects, whichever comes first, the ACC shall consist of at least one (1) member but no more than three (3) members, who shall be elected annually by the Owners of Lots 1-9. The election shall occur each March, and members shall serve a term of one

(1) year or until their successors are elected. The election may be conducted by electronic means, including but not limited to email or other secure electronic voting methods, as determined by the ACC. Each Lot shall have one (1) vote, and the Owner(s) of each Lot shall be entitled to cast their vote for the election of ACC members. In the event of a tie, the Developer shall have the authority to appoint the ACC member(s) to resolve the tie. If no election occurs by March 31 of any given year, the existing ACC members shall continue to serve until an election is held.

6.4 ACC Responsibilities and Authority. In addition to its duties under Article III, Section 3.3, the ACC shall be responsible for coordinating and overseeing all activities required under the Maintenance Plan, including but not limited to inspections, sediment removal, structural repairs, and erosion control measures as outlined in Exhibit C of the Storm Water Management Maintenance Agreement. The ACC may engage qualified contractors or professionals to perform such maintenance activities and shall have the authority to enter Outlot 1 for the purpose of fulfilling its obligations under this Article, as provided in Article IV, Section 4.5.

6.5 Liability and Indemnification. The ACC and its members shall not be liable for any actions taken in good faith in the execution of the Maintenance Plan or the assessment of costs, except in cases of willful misconduct or gross negligence. Each Owner agrees to indemnify and hold harmless the ACC and its members from any claims, damages, or liabilities arising from the performance of their duties under this Article, except in cases of willful misconduct or gross negligence.

IN WITNESS WHEREOF, this instrument has been duly executed this _____ day of _____, 2025.

KOOS AND MYRNA MUILENBURG KRYGER REVOCABLE TRUST DATED JUNE 6, 2005

By:_____
Koos Kryger, Co-Trustee

By:_____
Myrna Muilenburg Kryger, Co-Trustee

STATE OF WISCONSIN)
) ss.
RACINE COUNTY)

Personally came before me this _____ day of _____, 2025, the above named Koos Kryger and Myrna Muilenburg Kryger, to me known to be such persons who executed the foregoing instrument.

_____
*
Notary Public, State of Wisconsin
My commission expires: _____

CELESTE BUILDERS & ROOFING, INC.

By:_____
Chance Celeste, President

STATE OF WISCONSIN)
) ss.
RACINE COUNTY)

Personally came before me this _____ day of _____, 2025, the above named Chance Celeste, to me known to be such person who executed the foregoing instrument.

_____
*
Notary Public, State of Wisconsin
My commission expires: _____

EXHIBIT A

Legal Description

(See attached)