

Joe Maier, Chairperson
Nancy Washburn, Trustee
Ram Bhatia, Trustee
Frank Risler, Commissioner
Tashe Bozinovski, Commissioner
Larry Basil, Commissioner
Michelle Peterson, Commissioner

PLAN COMMISSION AGENDA

February 18, 2026

1:00 PM

Village Hall, Room B114 Ebe Auditorium

8811 Campus Drive, Mount Pleasant, WI 53406

A. CALL TO ORDER

B. ROLL CALL

C. MEETING MINUTES

- 1. January 21, 2026, Plan Commission Meeting Minutes**
[JANUARY 21, 2026, PLAN COMMISSION MEETING MINUTES](#)

D. OLD BUSINESS

E. NEW BUSINESS

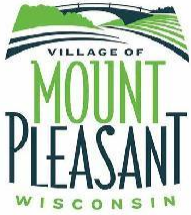
- 1. 1617-1619 Derby Avenue Condominium Plat; CP-26-01**
[PROPERTY LOCATION MAP](#)
[COMPREHENSIVE PLAN MAP](#)
[ZONING MAP](#)
[CONDOMINIUM PLAT](#)
[DECLARATION OF CONDOMINIUM FOR LAKE PARK DERBY CONDOMINIUM](#)
[PLAT OF SURVEY](#)

F. STAFF REPORTS

G. ADJOURN

Requests for persons with disabilities who need assistance to participate in this meeting or hearing should be made to the Village Administrator or Village Clerk's Office at (262) 664-7800 with as much advance notice as possible.

Notice is hereby given that a quorum of the Village Board may be present at a meeting of the Plan Commission on this day to gather information about all items that appear on this agenda, a subject over which they have decision-making responsibility. This constitutes a meeting of the Village Board pursuant to Sate ex rel. Badke v. Greendale Village BD., 173 Wis.2D 553, 494, N. W.2d 408 (1993), and must be noticed as such although the Village Board will not take any formal action.



PLAN COMMISSION MEETING MINUTES

January 21, 2026 at 1:00 PM
Village Hall, Room B114 Ebe Auditorium
8811 Campus Drive, Mount Pleasant, WI 53406

A. CALL TO ORDER

Chairperson Maier called the meeting to order at 1:00pm.

B. ROLL CALL

Present: Chairperson Maier, Trustee Washburn, Trustee Bhatia, Commissioner Risler, Commissioner Basil, and Commissioner Peterson.

Excused: Tashe Bozinovski

C. MEETING MINUTES

C.1 December 17, 2025, Meeting Minutes

Motion by Trustee Washburn to Approve the meeting minutes from the December 17, 2025, meeting. Motion seconded by Trustee Bhatia. On voice vote, motion Carried Unanimously.

D. OLD BUSINESS

E. NEW BUSINESS

E.1 12023 Durand Avenue Site Plan Review; SP-25-12

Community Development Director Sam Schultz led the discussion regarding 12023 Durand Avenue Site Plan Review; SP-25-12. S. Schultz explained that the applicant submitted an updated site plan for Plan Commission review and recommendation to the Village Board. The Plan Commission previously reviewed and approved a preliminary site plan for the subject property in August 2024 (see SP-24-17). The Plan Commission and Village Board's approval of SP-24-17, and subsequent issuance of a grading permit by the Public Works Department, permitted Microsoft Corporation to begin mass grading on the subject property. If the Village Board approves this site plan, Microsoft Corporation may submit final civil engineering plans for review, followed by applications for building permits to start construction on the individual buildings. Commissioners commended staff on the effort and time that has been put into reviewing this project. Commissioners questioned the parking width and a partnership with Root Pike Win and Microsoft. Chairperson Maier commented that no building permits will be issued until all conditions are met.

Motion by Trustee Bhatia to Recommend approval of 12023 Durand Avenue Site Plan Review; SP-25-12 subject the the recommended conditions. Motion seconded by Commissioner Risler. On voice vote, motion Carried Unanimously.

E.2 2700 International Drive Site Plan Review; SP-25-13

Community Development Director Sam Schultz led the discussion regarding 2700 International Drive Site Plan Review; SP-25-13. S. Schultz explained that the applicant submitted a site plan for Plan Commission review and recommendation to the Village Board. If the Village Board approves this site plan, Microsoft Corporation may submit civil engineering plans for review, followed by applications for

building permits to start construction on the individual buildings. Commissioners inquired about the existing roadways, lose of access to bike path, the amount of parcels being combined, and the approximate completion date. Staff reported that the first phase should be completed later this year. Motion by Trustee Washburn to Recommend approval of 2700 International Drive Site Plan Review; SP-25-13 subject to the recommended conditions. Motion seconded by Commissioner Risler. On voice vote, motion Carried Unanimously.

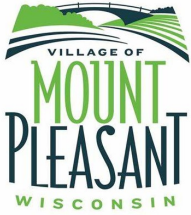
E.3 5714 Braun Road Preliminary Plat; PSP-25-02

Planner Robin Palm led the discussion regarding 5714 Braun Road Preliminary Plat; PSP-25-02. R. Palm explained that Bear Development, LLC applied for preliminary plat approval for the 60-acre property located at 5714 Braun Road. The developer proposed a 348-unit residential plat comprising with lots intended for detached houses, two-unit houses, and townhouse buildings. This plat integrates the public extension of Oakes Road to facilitate regional connectivity. Furthermore, the land division necessitates a development agreement with the Village to govern the installation of all required public infrastructure. S. Schultz gave a brief update on some confusion regarding the traffic analysis. Commissioners discussed traffic concerns and addressed traffic calming options. Other discussions regarding the railroad tracks on Braun road and the option of roundabouts. Trustee Bhatia and Washburn noted two typos in the packet that named different municipalities where it should have named the Village of Mount Pleasant. Commissioners discussed the idea of a neighborhood park and bike path. Commissioner Basil discussed different road layout ideas. Dan Shoppe- 4011 80th St Kenosha with Bear Development was available to answer any questions from the Commissioners regarding the project. Commissioners inquired about roundabouts, connections to Village owned property and HOAs. Motion by Trustee Washburn to Recommend approval of 5714 Braun Road Preliminary Plat; PSP-25-02 subject to the recommended conditions. Motion seconded by Commissioner Risler. On voice vote, motion Carried Unanimously.

F. STAFF REPORTS

G. ADJOURN

Motion by Commissioner Peterson to Adjourn the meeting at 3:00pm. Motion seconded by Commissioner Basil. On voice vote, motion Carried Unanimously.



Executive Summary

Plan Commission Meeting of February 18, 2026

1617-1619 Derby Avenue Condominium Plat; CP-26-01

BACKGROUND

The applicant applied to convert a twinhouse building into two condominium units. The plat and related declaration assign responsibilities for areas of common ownership. The Village Board approved a certified survey map CSM-24-07 for the subject property in 2024, which split an existing 0.38-acre parcel (151-03-23-29-304-000) into two Low-Density Residential lots on the corner of Derby Avenue and Sheridan Road.

COMPREHENSIVE PLAN

The application follows the land use element of *A Multi-Jurisdictional Plan for Racine County: 2035*. The *Village of Mount Pleasant Master Bicycle Plan 2030* recommends bicycle lane improvements for Sheridan Road, such as bicycle lanes; however, the applicant is not responsible for those improvements. *A Park and Open Space Plan for the Village of Mount Pleasant: 2050* does not recommend anything for the property.

LAND DIVISION

This application meets the requirements of Chapter 74: Subdivisions.

ZONING

This application meets the requirements of Chapter 90: Zoning.

STRATEGIC PLAN

This application meets the following key strategies and outcomes within *Confident in the Future: Mount Pleasant 2030 Strategic Plan*.

- **Balance Growth and Development.** Planning major Village initiatives to optimize budgeting impact, ensuring compliance with the Comprehensive Plan.
 - **Outcome: Welcoming and competitive community for a variety of housing types and commercial development.** Development processes are streamlined, fair, and predictable for both developers and citizens, encouraging companies and individuals to invest in the Village.

RECOMMENDATION

The staff recommend that the Plan Commission moves to recommend approval of CP-26-01 to the Village Board.

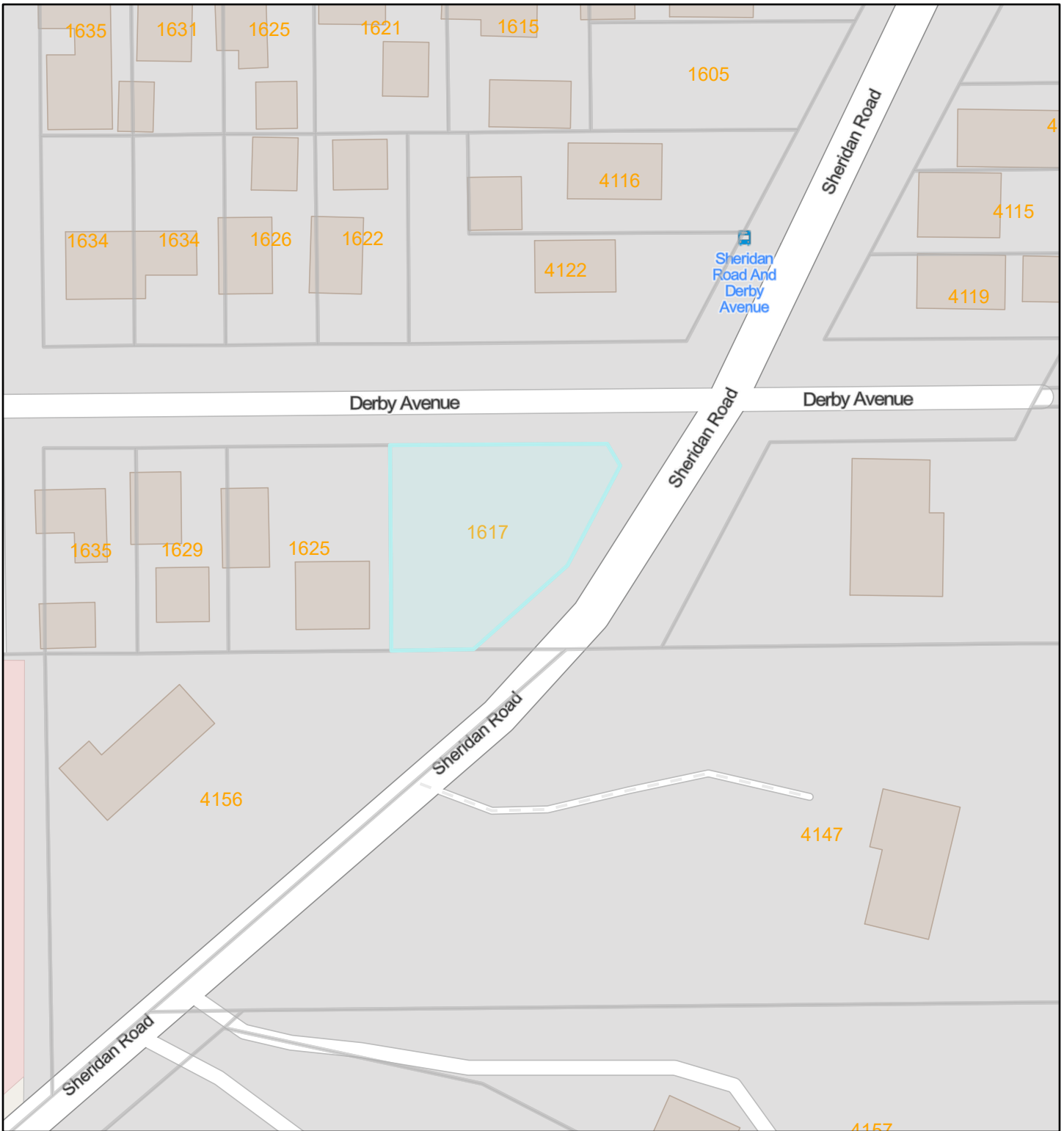
FISCAL IMPACT

The staff do not expect this proposed change in ownership structure to affect the taxable value of the property.



PREPARED BY

Robin Palm, Planner II

PROPERTY LOCATION MAP



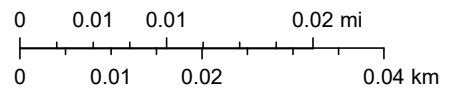
2/13/2026, 11:31:53 AM

-  Tax Parcel
-  Address Labels

Racine County, Municipal Boundaries

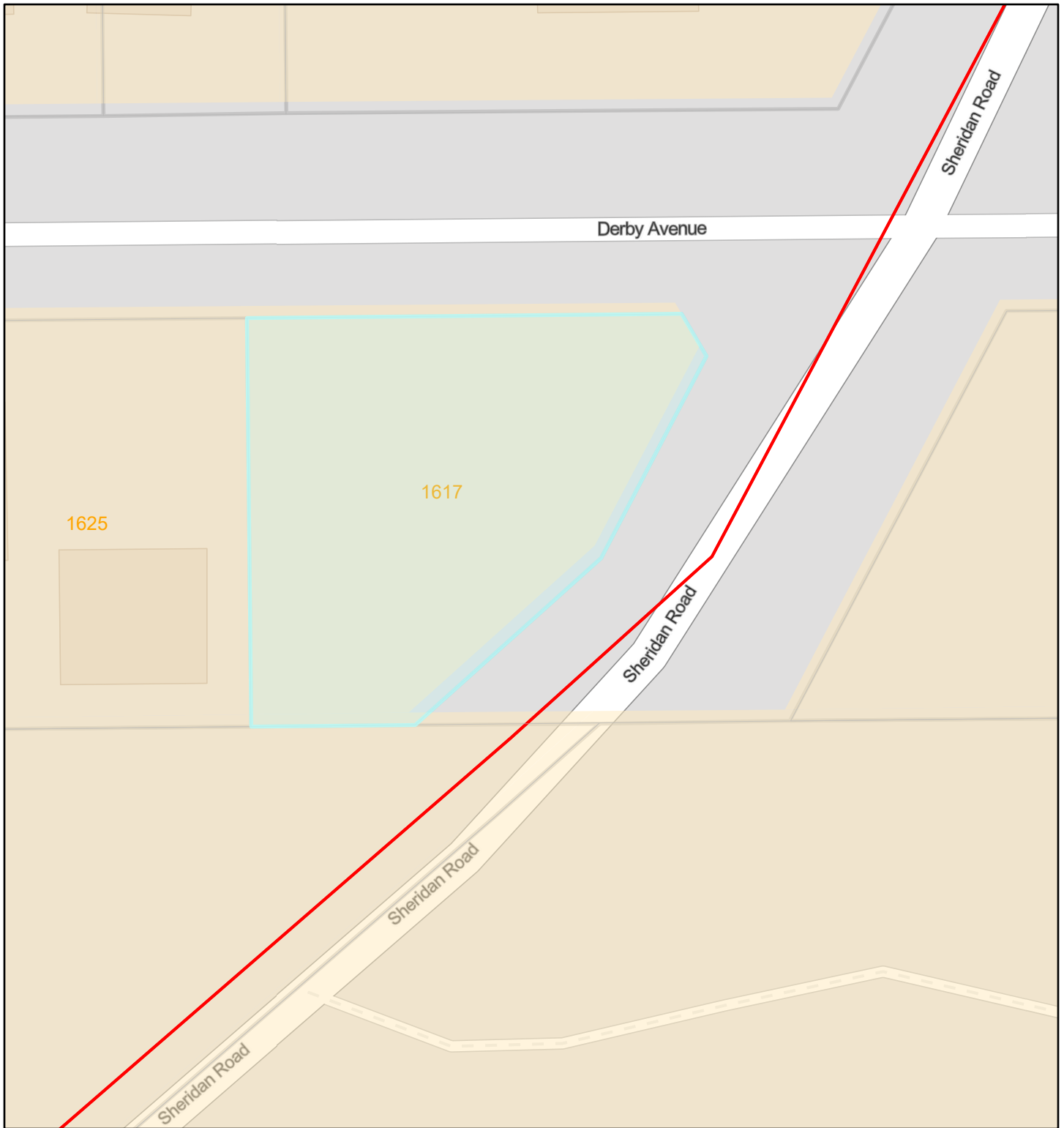
-  VILLAGE OF MT PLEASANT

1:1,128





Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri
Community Maps contributors, Map layer by Esri

COMPREHENSIVE PLAN MAP




2/13/2026, 12:20:58 PM

-  Tax Parcel
-  Address Labels


TRAILS

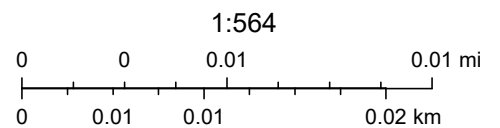
 PROPOSED ON-STREET TRAIL OR BICYCLE WAY

2035 Master Plan

 Residential Areas - Incl. Churches, Multi-Family

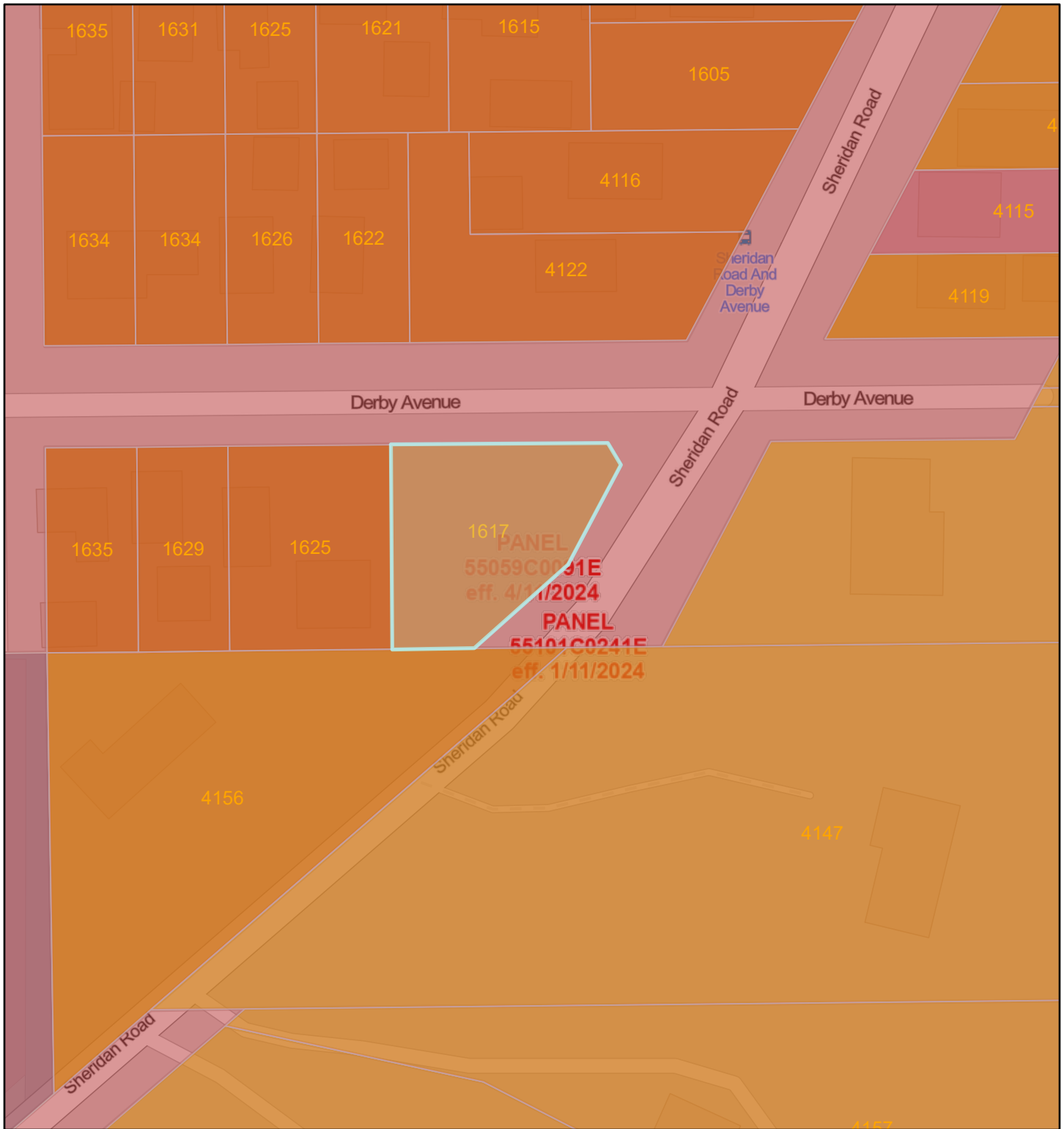
 Racine County, Municipal Boundaries

 VILLAGE OF MT PLEASANT



Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri
Community Maps contributors, Map layer by Esri

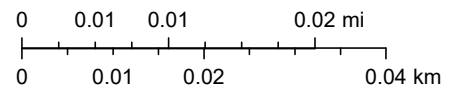
ZONING MAP



2/13/2026, 11:34:11 AM

1:1,128

- Tax Parcel
- Address Labels
- Shoreland Zoning Overlay (OCS)
- RE Estate Residential
- RL Low-Density Residential
- RN Neighborhood Residential
- C-1 Low-Intensity Commercial
- P-1 Neighborhood-Scale Public/Institutional
- VILLAGE OF MT PLEASANT
- FIRM Panels



Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri
Community Maps contributors, Map layer by Esri

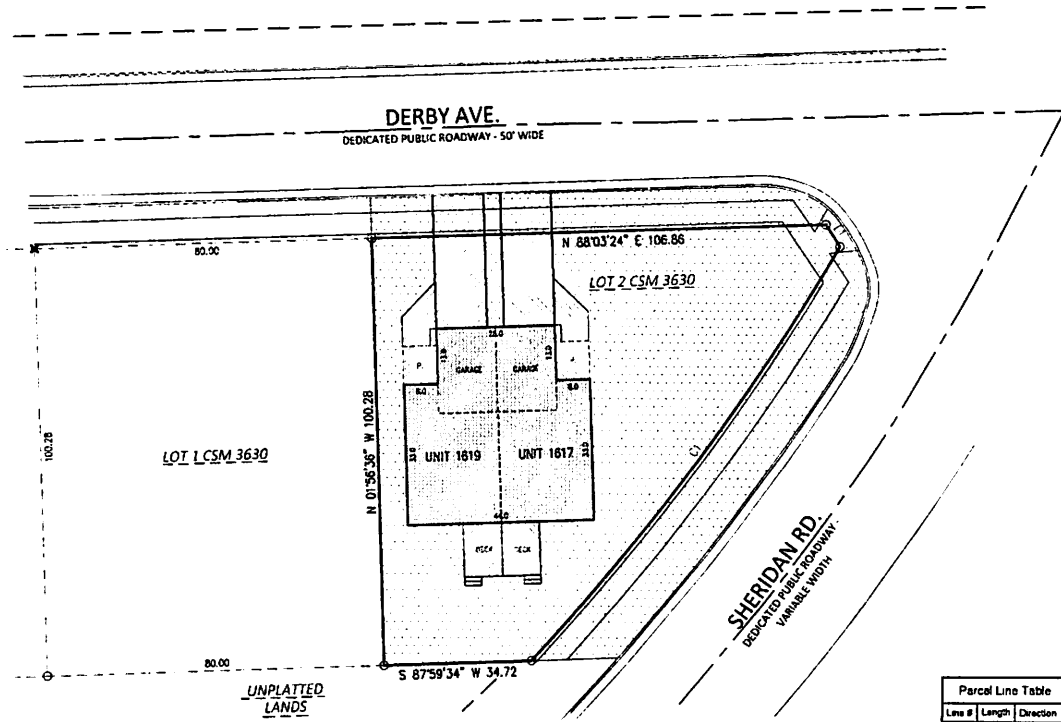


20' 0' 20'

SCALE 1"=20'

LAKE PARK DERBY CONDOMINIUM

SITE SURVEY / BUILDING EXTERIOR
VILLAGE OF MT. PLEASANT, COUNTY OF RACINE AND STATE OF WISCONSIN



Legal Description

Lot 2 of Certified Survey Map No. 3630, recorded in the register of Deeds for Racine County, Wisconsin on March 18, 2025, as Document No. 2696801 and being part of the Southeast 1/4 of the Southeast 1/4 of Section 29 Township 3 North, Range 23 East, in the Village of Mt. Pleasant Prairie, County of Kenosha, State of Wisconsin.

Certification

I, Aaron T. Friess, PLS, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of the building and improvements constructed or to be constructed upon the property.

This plat is a correct representation of the Lake Park Derby Condominium as proposed at the date thereof, and the identification and location of each unit and the common elements can be determined from the plat.

The undersigned surveyor makes no certification as to the accuracy of the floor plans of the condominium buildings and units contained in the plat and approximate dimensions and floor areas thereof.

The proposed floor plans, provided by TGAR Group, Inc., do not represent as-built conditions.

All areas not occupied by units or limited common elements are common elements.

Nielsen Madsen + Barber
1458 Horizon Boulevard, Suite 200
Racine, WI 53406
(262) 634-5588

NOTE

BEARINGS BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1983/2011.

LEGEND

- 3/4" REBAR - FOUND
- ✕ CHISEL "X" - FOUND
- LIMITED COMMON AREA 1619
- LIMITED COMMON AREA 1617
- ▨ UNITS
- ▤ COMMON AREA

LOCATION MAP



SE 1/4 SEC. 29-3-23

Parcel Line Table		
Line #	Length	Direction
L1	8.09	S31°41'47"E

Parcel Curve Table						
Curve #	Delta	Radius	Arc	Tangent	Chord Direction	Chord Length
C1	175°42'	518.79	121.48	68.96	S28°28'27"W	121.25
					S47°32'17"W	827.5967W

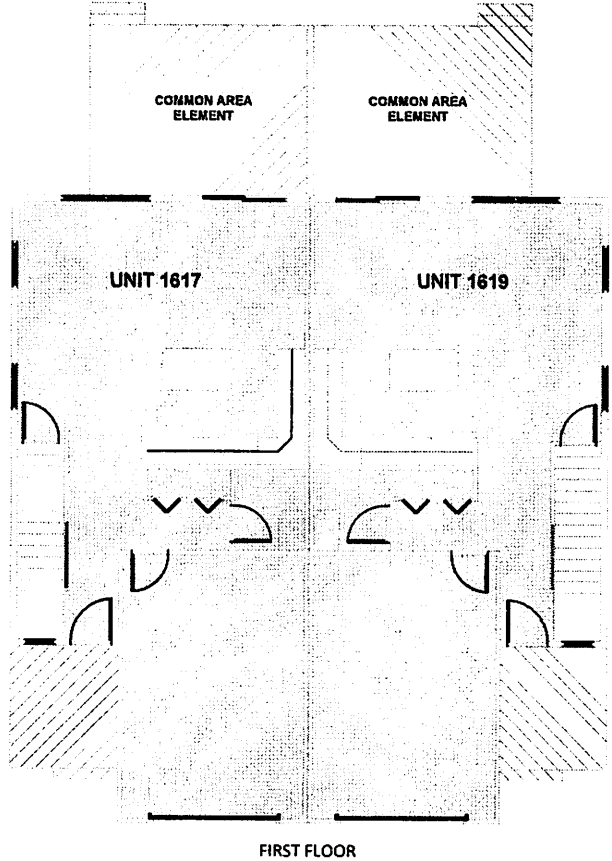
mb Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd Suite 200, Racine, WI 53406
Tel: (262) 634-5588 Website: www.ambsc.net

SHEET 1 OF 4




2024.0203.02

LAKE PARK DERBY CONDOMINIUM

2- UNIT BUILDING - UNITS 1617 AND 1619
VILLAGE OF MT. PLEASANT, COUNTY OF RACINE AND STATE OF WISCONSIN



LEGEND

-  LIMITED COMMON AREA 1617
-  LIMITED COMMON AREA 1619
-  UNITS

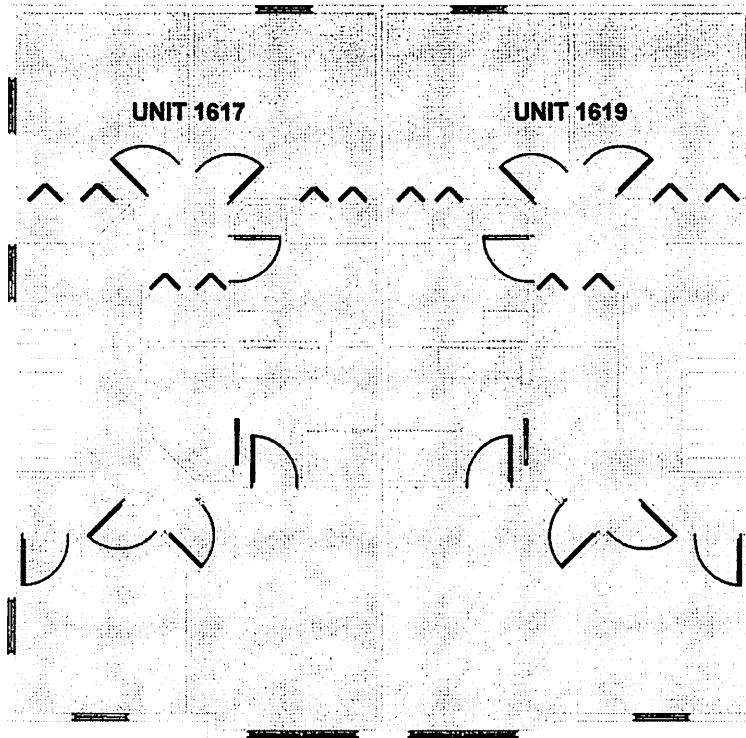
mb Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd. Suite 200, Racine, WI 53406
Tel: (262) 634-5592 Website: www.nmba.net

SHEET 3 OF 4

2024.0203.02




LAKE PARK DERBY CONDOMINIUM

2- UNIT BUILDING - UNITS 1617 AND 1619
VILLAGE OF MT. PLEASANT, COUNTY OF RACINE AND STATE OF WISCONSIN



SECOND FLOOR

LEGEND

-  LIMITED COMMON AREA 1617
-  LIMITED COMMON AREA 1619
-  UNITS

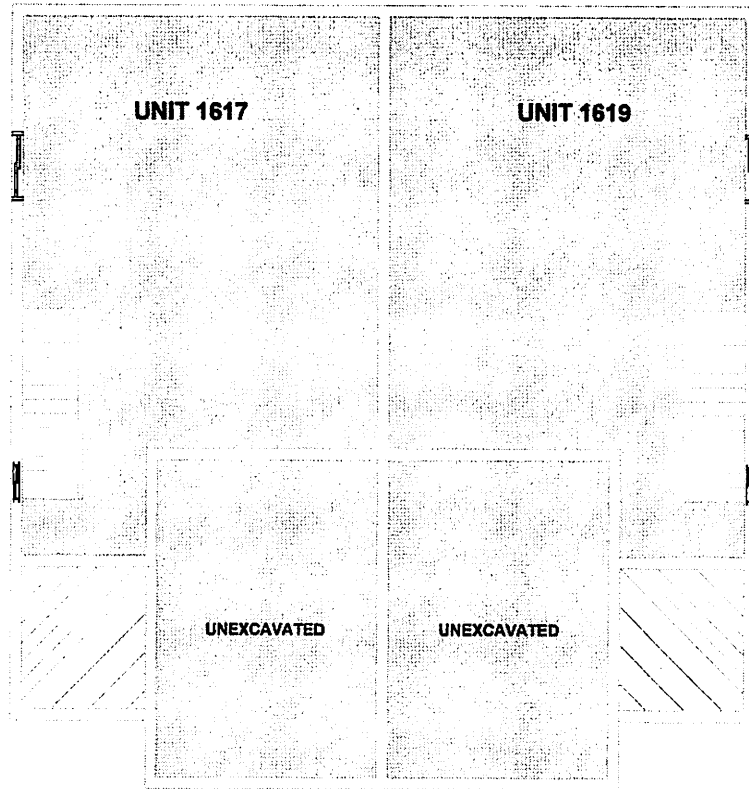
SHEET 4 OF 4

2024.0203.02

mb Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
145K Horizon Blvd Suite 200, Racine, WI 53406
Tel: (262)634-5588 Website: www.nmbnc.net




LAKE PARK DERBY CONDOMINIUM

2- UNIT BUILDING - UNITS 1617 AND 1619
VILLAGE OF MT. PLEASANT, COUNTY OF RACINE AND STATE OF WISCONSIN



FOUNDATION

LEGEND

-  LIMITED COMMON AREA 1617
-  LIMITED COMMON AREA 1619
-  UNITS

SHEET 2 OF 4

2024.0203.02

mb Nielsen Madsen + Barber
CIVIL ENGINEERS AND LAND SURVEYORS
1458 Horizon Blvd, Suite 200, Racine, WI 53406
Phone: (262) 614-5592 Website: www.nmbac.net

<u>Document Number</u>	DECLARATION OF CONDOMINIUM FOR LAKE PARK DERBY CONDOMINIUM	
Name and Return Address		
Michael Marx Mallery s.c. 731 North Jackson Street, Suite 900 Milwaukee, Wisconsin 53202		
<u>See attached Exhibit A</u>		
Parcel Identification Number (PIN)		Recording Area

THIS DECLARATION is made as of _____, 2026 by MPR HOLDINGS LLC, a Wisconsin limited liability company (“Declarant”).

Declarant, as the owner of the Property described below, subjects the Property to this Declaration and to the condominium form of ownership under the Wisconsin Condominium Ownership Act (the “Act”). This Declaration shall run with the land and shall bind and benefit Declarant, its successors and assigns, and all persons now or in the future having any interest in the Property.

**ARTICLE 1
NAME AND ADDRESS; SMALL CONDOMINIUM ELECTION**

The Property shall be known as Lake Park Derby Condominium (the “Condominium”). The address of the Condominium is 1617-1619 Derby Avenue, Mt. Pleasant, Wisconsin 53403. The Condominium shall be a “small condominium” as defined in Section 703.02(14m) of the Act. Except as otherwise provided in this Declaration, Section 703.365 of the Act shall apply to the Condominium.

**ARTICLE 2
PROPERTY**

A description of the land on which the Condominium is located is set forth on Exhibit A to this Declaration. Such land, together with all buildings and other improvements located on such land or to be constructed on such land in the future, is referred to in this Declaration as the “Property.” The Property is divided into the Units and the Common Elements (including the Limited Common Elements), as described below.

**ARTICLE 3
UNITS**

3.1 Number and Identification. The Condominium contains two (2) units of ownership (the “Units”) in one building, as more fully described on the plat of the Condominium (the “Plat”),

a copy of which is attached to this Declaration as Exhibit B. The Units are identified as by numbers as shown in the Plat (Unit 1617 and Unit 1619).

3.2 Description and Boundaries of Units.

(a) General Description. Each Unit shall be comprised of one or more cubicles of air at one or more levels of space, having its outer vertical boundaries be the perimetrical boundaries shown on the plat, extended to the upper and lower boundaries of the Unit, but excepting any such structures, systems, and equipment that are designated as Common Elements or Limited Common Elements. The approximate dimensions and floor area of each Unit, and further details identifying and describing each Unit, are shown on the Plat.

(b) Upper Boundary. The upper horizontal boundary of the Unit shall be the interior lower surface of the unfinished ceiling on the top floor of the Unit extended to an intersection with the perimetrical/vertical boundaries.

(c) Lower Boundary. The lower horizontal boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit extended to an intersection with the perimetrical/vertical boundaries.

(d) Perimetrical/Vertical Boundary. The perimetrical/vertical boundaries of the Unit shall be vertical planes of the drywall exposed to the interior of the Unit on the outermost walls of the Unit, in either case extending to intersections with each other and with the upper and lower boundaries.

It is intended that the surface of each plane described above (be it paint, tiles, wallpaper, paneling, carpeting, windows or otherwise) is included as part of each defined Unit.

3.3 Additional Items Included as Part of Unit. The Unit shall also include each of the following items that serve such Unit exclusively, whether or not located within the boundaries described in Section 3.2:

(a) Windows, doors, and garage doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.

(b) Interior lights and light fixtures.

(c) Cabinets.

(d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(e) Telephone, fax, cable television, computer, internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them.

(f) Plumbing fixtures, hot water heaters, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving the Unit from the point of connection to the Unit (i.e., the meter).

(g) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, and condensers and all connections thereto serving the Unit.

Specifically not included as part of a Unit are those structural components of the Building and any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components and all plumbing, electrical, mechanical, and public or private utility lines running through a Unit that serve more than one Unit or another Unit are Common Elements (or Limited Common Elements as may be identified on the Plat). Additionally, by way of example and for avoidance of doubt, if there is a plumbing leak between the exterior of the building and the boundaries of the Unit, the Association shall be responsible for such repair regardless of whether such plumbing serves one Unit or both Units.

3.4 Title. Each Unit Owner's interest in its Unit must be held in fee simple. For the avoidance of doubt, a vendee's interest in a Unit under a land contract shall be deemed under this Declaration to be a fee-simple interest.

3.5 Unit Owners' Rights and Duties. Each owner of a Unit (each a "Unit Owner") shall be subject to all the rights and duties assigned to Unit Owners under the terms of this Declaration and the Plat (together, the "Condominium Instruments"). When there are unsold Units in the Condominium, Declarant also enjoys the same rights and assumes the same duties as they relate to each individual unsold Unit.

3.6 Right of Ingress and Egress. Each Unit Owner has an unrestricted right of ingress and egress to such Unit Owner's Unit. This right shall be perpetual and shall pass with the Unit as transfers of ownership of the Unit occur.

ARTICLE 4 COMMON ELEMENTS

4.1 Description. The Common Elements shall consist of all of the Property except the Units, including, without limitation, the land on which the improvements are located; all common parking areas, driveways, walkways, courtyards and other open areas, as shown on the Plat and all amendments to the Plat; public utility lines; private wells; master television cable or antenna and lines, if any; the landscaping done or to be done on the Property; bearing walls, floors and ceilings (except the interior surfaces of such elements that form the outer boundaries of each Unit); roofs, foundations, entrances and exits, pipes, ducts, electrical wiring, sewer laterals, common rooms, outside walls, girders, beams and support and structural parts of the Building; common signage pylons and monuments. Each Unit Owner shall have an undivided interest in all of the Common Elements. The term "Common Elements" as used in this Declaration includes Limited Common Elements as defined below, unless otherwise stated in some particular provision of this Declaration.

4.2 Limited Common Elements. Portions of the Common Elements are designated as “Limited Common Elements.” Each Limited Common Element is reserved for the exclusive use of the owner(s) of the Unit(s) to which it is appurtenant, to the exclusion of all other Unit Owners. The Limited Common Elements, as designated as “L.C.E.” on the Plat, include (but are not limited to) each Unit’s driveway, porch, deck or patio and walkways appurtenant to the Unit as shown on the Plat. In addition, fixtures designed to serve a single Unit and located contiguous to the Unit’s boundaries are Limited Common Elements appurtenant to that Unit exclusively.

4.3 Use. The Common Elements may be used only for the purposes for which they were intended and, except as provided in the Condominium Instruments and, if any, the Rules (as defined below), the Common Elements are subject to mutual rights of support, access, use and enjoyment by all Unit Owners. However, any portion of the Common Elements designated as Limited Common Elements may be used only by the Unit Owner(s) of the Unit(s) to which their use is limited.

ARTICLE 5 PERCENTAGE INTERESTS

Every Unit Owner owns an undivided percentage interest in the Common Elements (the “Percentage Interests”). Pursuant to Section 703.365(2)(b) of the Act, the undivided percentage interest in the Common Elements is allocated equally among the Units, such that each Unit’s Percentage Interest is equal to fifty percent (50%).

ARTICLE 6 ASSOCIATION OF UNIT OWNERS

6.1 Establishment. The affairs of the Condominium shall be governed by an association of the Unit Owners (the “Association”) that, even if unincorporated, is intended to be constituted a legal entity for all purposes. The Association shall exist immediately upon recordation of this Declaration. The Association shall be organized as an unincorporated nonprofit association under Chapter 184 of the Wisconsin Statutes. The membership of the Association shall at all times consist exclusively of all of the Unit Owners. The name of the Association shall be “Lake Park Derby Condominium Owners Association”.

6.2 Powers of Association. The Association shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium. The powers and duties of the Association shall include those set forth in the Act, this Declaration, and Chapter 184 of the Wisconsin Statutes. All Unit Owners, tenants of Units (to the extent permitted under this Declaration or any Rules), and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all provisions of all rules and regulations of the Association (collectively, the “Rules”), and this Declaration. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules from time to time and shall distribute to each Unit Owner the updated version of such Rules upon any amendment or modification to the Rules. Any new rule or regulation or any revision to an existing rule and regulation shall become effective

immediately upon distribution to the Unit Owners. All such Rules shall be commercially reasonable.

6.2 Voting. Pursuant to Section 703.365(2)(c) of the Act, each Unit Owner shall have one (1) vote at meetings of the Association.

ARTICLE 7 AGREEMENT IN LIEU OF BYLAWS

The following shall constitute an agreement among the Unit Owners, in lieu of bylaws, as permitted under Section 703.365(3m) of the Act:

7.1 Association Management. All aspects of the management, operation, and duties of the Association shall be delegated to the board of directors (the “Board”), which may retain a manager, including a master association under Section 703.155 of the Act, for the Condominium (the “Manager”), under which property-management services may be provided to the Condominium. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Unit Owners as a common expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Act.

7.2 Notice and Frequency of Meetings. Notice of meetings of the Association shall be given in a manner best calculated to assure that actual notice is received by all Unit Owners. The Board shall meet at least annually.

7.3 Board Members. The Board shall be composed of one representative from each Unit, chosen by and from among the Unit Owners of that Unit.

7.4 Association Action. All actions taken by the Board under the Act or this Declaration must be approved by an affirmative vote or written consent of 100% of the Board.

7.5 Budgets. The Board shall annually adopt and distribute to all Unit Owners an annual budget setting forth all anticipated common expenses and any amounts to be allocated to reserve accounts and to any other funds for future expenditures; the amount and purpose of any other anticipated Association expenditure; the amount in any reserve account or any other funds held for future expenditures; any common surpluses; the amount and source of any income, other than Unit Owner assessments; and the aggregate amount of any assessment to be levied against Unit Owners and the purpose of the assessment.

7.6 Assessments. The Board shall levy and collect assessments for common expenses from the Unit Owners. Common expenses shall be assessed to the Unit Owners in proportion to their respective Percentage Interests. Unless the Board determines otherwise, Unit Owners shall pay their annual budgeted assessments in equal monthly installments due on the first day of each month during that year. The Board may also approve off-budget expenses paid for by special assessments due as and when determined by the Board.

7.7 Remedies. If any Unit Owner fails to comply with the Act, this Declaration, or any Rules, or any decisions made by the Association (each a “violation”), the Unit Owner may be sued for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Unit Owner. Unit Owners shall also have similar rights of action against the Association. A Unit Owner who commits a violation is also liable for any charges, fines, or assessments imposed by the Association pursuant to this Declaration or the Rules as a result of the violation. This Section does not otherwise affect the liability of a Unit Owner or tenant who commits a violation.

ARTICLE 8 COMMON EXPENSES AND COMMON SURPLUSES

8.1 Disposition of Common Surpluses. All common surpluses of the Association shall be credited to the Unit Owners’ assessments for common expenses in proportion to their Percentage Interests or shall be used for any other purpose as the Association decides.

8.2 Assessments for Common Expenses. Funds for the payment of common expenses and for the creation of reserves for the payment of future common expenses shall be obtained by assessments against the Unit Owners in the manner set forth in Section 7.6, above. Except as otherwise provided in this Declaration, the Unit Owners’ respective shares of common expenses shall be their respective Percentage Interests. Assessments against a Unit will begin as of the date of the first transfer of title to the Unit by Declarant. Unsold Units owned by Declarant shall not be subject to assessments if they are not occupied.

ARTICLE 9 UNPAID ASSESSMENTS

In this Article, “assessments” means regular and special assessments for common expenses and charges, fines, or assessments against specific Units or Unit Owners for damages to the Condominium or for penalties for violations of this Declaration or any Rules.

9.1 Liability for Assessments. A Unit Owner shall be liable for all assessments, or installments thereof, coming due while owning a Unit, including any assessments coming due during the pendency of any claim by the Unit Owner against the Association or during any period in which the Unit is not occupied by the Unit Owner or is leased or rented to any other person or entity. In a voluntary grant of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for the Unit’s share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments. By acceptance of a conveyance of a Unit, each Unit Owner assumes this joint and several liability. Liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the assessments are made.

9.2 Lien. Subject to the applicable terms and conditions of the Act, all assessments, until paid, together with interest on them and actual costs of collection (including attorneys’ fees),

constitute a lien on the Units on which they are assessed. The lien shall be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the delinquent assessment was due. A lien may be enforced and foreclosed by the Association, in the same manner, and subject to the same requirements, as a foreclosure of mortgages on real property in this state. The Association may recover costs and actual attorneys' fees. The Association may bid on the Unit at foreclosure sale and acquire, hold, lease, mortgage and convey the Unit. The lien will not be affected by the sale or transfer of the Unit, unless a foreclosure of a first mortgage is involved, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but will not relieve any subsequent Unit Owner from paying further assessments.

9.3 Interest. Any assessment, or installment thereof, not paid when due shall bear interest, at the option of the Association, from the date when due until paid at a rate equal to the lesser of: (a) eighteen percent (18%) per year; or (b) the highest rate permitted by law.

ARTICLE 10 USE RESTRICTIONS

10.1 Units. The Condominium buildings and the Units are intended for and restricted to residential uses only, as further restricted by this Declaration and any Rules.

10.2 Common Elements.

(a) The Common Elements may be used only for the purposes for which they were intended and, except as provided in the Condominium Instruments and the Rules, the Common Elements are subject to mutual rights of support, access, use and enjoyment by all Unit Owners. However, any portion of the Common Elements designated as Limited Common Elements may be used only by the Unit Owner(s) of the Unit(s) to which their use is limited.

(b) Unit Owners shall not obstruct or place anything in the Common Elements (not including the Limited Common Elements appurtenant to their respective Units), provided that Declarant may display "for sale" and other marketing signs on the Common Elements (not including the Limited Common Elements appurtenant to Units not owned by Declarant) until all Units have been sold.

10.3 Leases.

(a) All persons occupying Units who are not the Unit Owner(s), shall be considered tenants for purposes of this Section.

(b) Unit Owners may allow occupancy of their Units by tenants, but only in compliance with the following requirements:

(1) Every agreement for tenant occupancy of a Unit (each a "Lease") shall be in writing.

(2) The term of any Lease shall be at least one year.

(3) Before a tenant signs a Lease, the Unit Owner shall provide the tenant with copies of this Declaration and, if any, the Rules.

(4) Every Lease shall contain a statement to the effect that the tenant acknowledges receiving copies of those documents and agrees to comply with the Act and those documents, and shall provide that the Lease is subject and subordinate to those documents.

(5) Every Lease shall provide that any default arising out of the tenant's failure to abide by this Declaration or the Rules shall be enforceable by the Association as a third-party beneficiary of the Lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration and the Rules, the right to evict the tenant or terminate the Lease if the violation continues for 10 days after written notice to the tenant specifying the violation.

(6) Within five business days after entering into or renewing a Lease, the Unit Owner shall provide a copy of the Lease to the Association. The Association shall keep a copy of any Lease on file while the Lease is in effect.

(7) No Lease shall permit the subleasing of a Unit on any terms that violate this Declaration or the Rules, including, without limitation, a master lease pursuant to which the tenant can sublease a Unit for a term of less than one year.

Additional restrictions on Leases may be set forth in the Rules. However, no such restrictions shall be contrary to the foregoing, limit the term of any lease (except as set forth above) or be commercially unreasonable.

(c) During the term of any Lease, each Unit Owner shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration and the Rules, and shall be responsible for securing such compliance from the tenants of the Unit.

(d) The restrictions upon leasing contained in this Section shall not apply to (1) leases of Units by Declarant or its successors or assigns or to leases of Units to the Association, or (2) occupancy of a Unit by a tenant that resides or co-habitats with a Unit Owner, such as a spouse or significant other of a Unit Owner, relatives of a Unit Owner or roommates of a Unit Owner.

10.4 Nuisances. No nuisances shall be allowed on the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under this Declaration. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

10.5. Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted at the Property.

ARTICLE 11 MAINTENANCE, REPAIRS, AND REPLACEMENTS

11.1 By Unit Owners.

(a) Each Unit Owner shall maintain in a good and orderly condition: (i) all of its Unit, including but not limited to the home, garage, windows, doors, perimetrical walls and foundations, and any other improvements or fixtures at any time located in such Unit; and (ii) any permitted patios, decks, porches, hardscape, fire pits, or other improvements constituting or at any time located within the Limited Common Elements of such Unit. The owner of each Unit shall also reimburse the Association for any repair or replacement of any portion of the Common Elements damaged through the fault or negligence of such owner or such owner's family, guests, invitees, or any other occupants of the Unit or invitee. All repairs and replacements shall be in quality and class at least equal to the original work and shall comply with all applicable laws.

(b) Each Unit Owner shall keep the Limited Common Elements appurtenant to his or her Unit in good order, condition, and repair and in compliance with applicable law.

(c) If any Unit Owner fails to properly perform any of such Unit Owner's obligations under this Article, the Association may give the Unit Owner written notice of the maintenance, repair, or replacement the Association deems necessary. If the Unit Owner fails to properly perform the maintenance, repair, or replacement within thirty (30) days after such notice, the Association may, without waiving or releasing the Unit Owner from any such obligations, perform the obligations and specially assess the Unit Owner for the cost of doing so.

11.2 By Association.

(a) Except for the Unit Owners' responsibilities for Limited Common Elements under the preceding section, the Association shall keep the Common Elements in good order, condition, and repair and in compliance with applicable law. Without limiting the foregoing obligations, the Association shall be responsible for maintaining, repairing, and replacing all parking areas, driveways, and walkways (including snow removal) and all landscaped areas (including grass cutting and leaf raking). The Association shall maintain the exterior of the Building in good order, condition, and repair and in compliance with applicable law. All exterior paint, brick, cultured stone, siding, trim, roofing, and the like shall be maintained, cleaned, replaced or painted or otherwise cared for, as the case may be, and shall be kept in good and clean condition, by the Association. The Association may temporarily close off Common Elements or entries to the Property, the Building, or any Unit or temporarily suspend services or amenities to facilitate such work.

(b) All costs of such work shall be common expenses of the Association, provided that if any maintenance, repair, or replacement of any of Common Elements (including Limited Common Elements) is necessitated by reason of misuse by, or negligence of, a Unit Owner

or occupant, or of a tenant, guest or agent of a Unit Owner, the Association may specially assess the reasonable cost of the maintenance, repair, or replacement to the responsible Unit Owner.

ARTICLE 12 ARCHITECTURAL CONTROLS

12.1 Alterations to Common Elements and Unit Exteriors. The Association shall have absolute control over all additions, improvements and other alterations to the Common Elements, including all building exteriors, and no Unit Owner may undertake any such work without the Association's prior written consent. All exterior items for which the Association is responsible to maintain that are replaced shall be replaced with items of the same brand, product, style, and color as the original items, if possible. If the original item is no longer available, substitutions may be made only with the Association's prior written consent, not to be unreasonably withheld. Notwithstanding the foregoing, a Unit Owner may improve, including the enclosure of, the Limited Common Elements appurtenant exclusively to that Unit Owner's Unit if all of the conditions set forth in Section 703.13(5m) of the Act are satisfied.

12.2 Alterations Within Units. A Unit Owner may make any improvements or alterations within its Unit that do not impair the structural integrity or lessen the support of any portion of the Condominium and that do not create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements. A Unit Owner may not change the exterior appearance of a Unit or of any other portion of the Condominium not part of the Unit without permission of the Board. In addition to the foregoing, each Unit Owner shall be permitted to construct a bathroom in the basement of such Unit Owner's Unit in the location to utilize the plumbing installed by Declaration without the consent of the Board or other Unit Owner provided that such Unit Owner obtains all necessary governmental permits and approvals for such construction and such construction is completed in a good and workmanlike manner.

12.3 Alterations Between Adjoining Units. A Unit Owner acquiring an adjoining or adjoining part of an adjoining Unit may, in accordance with this Section, remove all or any part of any intervening partition or create doorways or other apertures in the partition, if those acts do not impair the structural integrity or lessen the support of any portion of the Condominium. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(a) If the Unit Owner acquiring the adjoining Unit or adjoining part of an adjoining Unit desires to remove all or any part of any intervening partition or create doorways or other apertures in the partition, the Unit Owner, after thirty (30) days' written notice to all other Unit Owners, shall prepare and execute appropriate instruments under this Section. An amendment to this Declaration shall depict the alteration to the partition. The amendment shall be adopted either under the provisions for amendment contained in this Declaration or by the written consent of the Unit Owner acquiring the adjoining Unit or adjoining part of an adjoining Unit, the mortgagees, if any, of the affected Units, and the Board.

(b) Plats and plans showing the alteration to the partition shall be prepared. The plats and plans shall be certified as to their accuracy and compliance with this subsection by a civil engineer, architect, or licensed land surveyor authorized to practice in this state.

(c) After appropriate instruments have been prepared and executed, they shall be delivered promptly to the Unit Owner of the affected Units upon payment by the Unit Owner of all reasonable costs for their preparation. Those instruments are effective when executed by the Unit Owner of the affected Units and recorded in the office of the Milwaukee County Register of Deeds.

12.4 Relocation of Boundaries. Boundaries between adjoining Units may not be relocated.

12.5 Merger of Units. Two or more Units may be merged into a single unit in accordance with Section 703.13(8) of the Act.

ARTICLE 13 INSURANCE

13.1 Maintenance of Insurance.

(a) The Association shall obtain and maintain the following insurance: (i) insurance against loss or damage by fire and other hazards on an all-risk basis for the Common Elements, the Units as constructed as of the date of this Declaration, and the Association's service equipment, supplies, and personal property, all for not less than their full replacement values; and (ii) a commercial general liability policy in the amount of at least \$1,000,000 combined single limit and \$2,000,000 in the aggregate. Such insurance coverage shall be written on the Property insured in the name of the Association as trustee for each of the Unit Owners in their Percentage Interests. Premiums for such insurance shall be common expenses. Provisions for such insurance shall be without prejudice to the right of each Unit Owner to insure its own Unit for its benefit.

(b) Each Unit Owner shall obtain and maintain, at such Unit Owner's expense, insurance against loss or damage by fire and other hazards on an all-risk basis for all improvements to the Unit made after the date of this Declaration and for all personal property located within the Unit, all for not less than their full replacement values.

13.2 Use of Proceeds. Casualty insurance proceeds for the casualty insurance coverage maintained by the Association shall first be disbursed by the Association for the repair or restoration of the damaged Property insured and the Unit Owners and mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild, or a court has ordered partition of the Property, or there is a surplus of insurance proceeds after the Common Elements have been completely repaired or restored.

13.3 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such

casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

ARTICLE 14 DAMAGE OR DESTRUCTION

14.1 Association Representation. The Association shall represent the Unit Owners in any proceedings, negotiations, settlements, or agreements related to damage or destruction affecting the Common Elements. By acceptance of a conveyance of a Unit Owner's Unit, each Unit Owner appoints the Association as an attorney-in-fact for this purpose. Any proceeds from a settlement shall be payable to the Association for the benefit of the Unit Owners and their mortgage holders.

14.2 Repair or Reconstruction. In the event of damage to or destruction of the Common Elements, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the Condominium. All cost of the repair or reconstruction in excess of available insurance proceeds shall be a common expense payable by the Unit Owners in proportion to their respective Percentage Interests.

14.3 Insufficient Insurance Proceeds. However, if the Condominium is damaged to an extent more than the available insurance proceeds, the Condominium shall be subject to an action for partition upon obtaining the written consent of Unit Owners (and the Eligible Mortgage Holders of their Units) having 75% or more of the votes. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their respective Percentage Interests, and shall be distributed in accordance with the priority of interests in each Unit.

ARTICLE 15 EMINENT DOMAIN

15.1 Association Representation. The Association shall represent the Unit Owners in any eminent domain proceedings, negotiations, settlements, or agreements affecting the Common Elements. By acceptance of a conveyance of a Unit Owner's Unit, each Unit Owner appoints the Association as an attorney-in-fact for this purpose. Any proceeds from a settlement shall be payable to the Association for the benefit of the Unit Owners and their mortgage holders.

15.2 Allocation of Damages. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner is entitled to the entire award for the taking of all or part of their respective Unit and for consequential damages to their Unit.

(b) Any award for the taking of Limited Common Elements shall be allocated to the Unit Owners of the Units to which the use of those Limited Common Elements is restricted in proportion to their respective Percentage Interests.

(c) In the event no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.

15.3 Restoration. Following the taking of all or a part of the Common Elements, the Association shall promptly undertake to restore the improvements of the Common Elements to an architectural whole compatible with the existing structure. Any costs of such restoration in excess of the condemnation award shall be a common expense payable by the Unit Owners in proportion to their respective Percentage Interests. However, if the taking under the power of eminent domain is to the extent where the remaining Condominium portion has been diminished to the extent that reconstruction or restoration is not practical, a Condominium shall be subject to an action for partition upon obtaining the written consent of Unit Owners having 75% or more of the votes in the Association. A Unit Owner's written consent is not effective unless it is approved in writing by the First Mortgagee of the Unit, if any. In the case of partition, the net proceeds of sale, together with any net proceeds of the award for taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Percentage Interests and shall be distributed in accordance with the priority of interests in each Unit.

15.4 Percentage Interests and Votes. A taking of all or part of a Unit may not include any of the Percentage Interest or vote appurtenant to the Unit. Instead, the following provisions shall apply:

(a) Following the taking of a part but less than all of any Unit, the Percentage Interest appurtenant to the Unit shall not be adjusted, and the vote(s) appurtenant to that Unit shall be appurtenant to the remainder of that Unit.

(b) Following the taking of all of any Unit, the Percentage Interest appurtenant to the Unit shall be eliminated, the right to vote appurtenant to the Unit shall terminate, and the Percentage Interests appurtenant to each remaining Unit shall be adjusted to the amount determined by dividing one by the number of Units remaining.

(c) In either case, the Association shall promptly prepare and record an amendment to this Declaration reflecting the new Percentage Interests (if applicable) appurtenant to the Units.

15.5 Priority of Distribution of Damages for Units. All damages for each Unit shall be distributed in accordance with the priority of interests at law or in equity in each respective Unit.

ARTICLE 16 EASEMENTS AND ENCROACHMENTS

16.1 Presumption as to Existing Physical Boundaries. Any existing physical boundaries of any Unit or Common Elements constructed or reconstructed in substantial conformity with the Plat shall be conclusively presumed to be its boundaries, regardless of the shifting, settlement or lateral movement of any Building and regardless of minor variations between the physical boundaries as described in this Declaration or shown on the Plat and the existing physical boundaries of any such Unit or Common Element. This presumption applies only to encroachments within the Condominium.

16.2 Encroachments as Result of Authorized Work. If any portion of any Common Element encroaches on any Unit or if any portion of a Unit encroaches on any Common Element, as a result of the duly authorized construction, reconstruction or repair of a building, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the building stands.

16.3 Easements. The Association and, as long as Declarant owns any Unit, Declarant, shall have and may grant permits, licenses, and easements over the Common Elements for utilities, roads, completion or repair of improvements to the Property, and other purposes necessary for the proper operation of the Condominium.

16.4 Right of Entry. The Association and, as long as Declarant owns any Unit, Declarant, shall have an irrevocable right and an easement to enter Units to complete or make repairs to Common Elements when reasonably necessary for public safety or to prevent damage to other portions of the Condominium, and to remedy the Unit Owner's failure to perform a Unit Owner's maintenance, repair, or replacement obligations as described above. Except in cases involving manifest danger to public safety or property, the Association or Declarant shall make a reasonable effort to give notice to the owner of any Unit to be entered for any such purpose. No entry by the Association or Declarant for the purposes specified in this Section may be considered a trespass.

16.5 Easements Included in Grants of Units. A grant or other disposition of a Unit shall include and be subject to any easement arising under the provisions of this Section without specific or particular reference to the easement.

ARTICLE 17 RIGHTS OF MORTGAGE HOLDERS

17.1 Notice. The holder, insurer or guarantor of any first mortgage or land contract on a Unit, upon written request to the Association stating the name and address of the holder, insurer, or guarantor along with the Unit number or Unit address on which it has a mortgage, insurance policy or guaranty (each such party sending such notice being an "Eligible Mortgage Holder"), shall be entitled to receive timely written notice from the Association of the following events:

(a) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage.

(b) Any 60-day delinquency in the payment of assessments or charges owed by the Unit Owner of any Unit on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

(d) Any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

17.2 Approval of Removal from Act. Except as provided above in connection with damage to or destruction of the Property or eminent domain, any action to remove all or any part of the Property from the Act must be agreed to by Eligible Mortgage Holders that represent 75% of the votes of the mortgaged Units. However, implied approval will be assumed when an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a “return receipt” requested.

ARTICLE 18 AMENDMENTS

18.1 Unit Owner Consent. Except as provided below with respect to amendments in connection with the assignment of Declarant’s rights, this Declaration may be amended only with the written consent of at least 75% of the Unit Owners. Any amendment made while Declarant owns any Unit shall require Declarant’s consent. An amendment becomes effective when it is recorded in the same manner as this Declaration. A Unit Owner’s written consent is not effective unless it is approved in writing by the first mortgagee of the Unit, if any.

18.2 Compensation. If an amendment to this Declaration has the effect of reducing the value of any Unit Owner’s interest in any Common Element, including any Limited Common Element, and increases the value of Declarant’s or any other Unit Owner’s interest in the Common Element or Limited Common Element, then Declarant or other Unit Owner shall compensate the Unit Owner the value of whose interest is reduced in the amount of the reduction in value, either in cash or by other consideration acceptable to the Unit Owner. A Unit Owner may waive the right to obtain this compensation in writing.

18.3 Assignment of Declarant’s Rights. Declarant may assign its rights and obligations as Declarant of the Condominium under the Act and this Declaration by recording an amendment to the Declaration that includes the assignment and an acceptance of the assignment that is signed by the assignee and acknowledged. Declarant may not assign less than all of its rights and obligations as Declarant.

ARTICLE 19 SERVICE OF PROCESS

The initial person to receive service of process for the Condominium in the cases provided in the Act (the “Registered Agent”) and his address are as follows:

Michael Peterson
2731 Washington Avenue
Racine, Wisconsin 53405

The name or address of the Registered Agent may be changed by Declarant or the Association in the same manner and to the same extent that names and addresses of Registered Agents may be changed by unincorporated associations.

ARTICLE 20 RULES OF CONSTRUCTION

20.1 Liberal Construction. The provisions of the Condominium Instruments shall be liberally construed to facilitate the creation and operation of the Condominium.

20.2 Severability. All provisions of the Condominium Instruments are severable and the invalidity of one provision does not affect the validity of any other provision.

20.3 Conflicts. If there is any conflict between any provisions of this Declaration and any provisions of the Plat or any Rules, the provisions of this Declaration shall control. If there is any conflict between any provisions of any of the Condominium Instruments and any provisions of any Rules, the provisions of the Condominium Instruments shall control. If there is any conflict between any provisions of any of the Condominium Instruments and any provisions of the Act, the provisions of the Act shall control.

20.4 Incorporation. The Condominium Instruments shall be construed together and are determined to incorporate one another to the extent that any requirement of the Act applying to one instrument is satisfied if the deficiency can be corrected by reference to any of the others.

[Signature page to follow.]

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 2 of Certified Survey Map No. 3630, recorded in the register of Deeds for Racine County, Wisconsin on March 18, 2025, as Document No. 2696801 and being part of the Southeast 1/4 of the Southeast 1/4 of Section 29 Township 3 North, Range 23 East, in the Village of Mt. Pleasant Prairie, County of Kenosha, State of Wisconsin.

Tax Parcel No. 151-03-23-29-304-002

EXHIBIT B

PLAT/DESCRIPTION OF UNITS AND COMMON ELEMENTS

See attached.

Site grading plan for Excel Builders of WI LLC and MPR Holdings LLC of:
Lots 1-3, Block 8, South Lawn Addition No. 2, according to the recorded plat thereof, except for 12 feet of Block 8. Said land being in the Village of Mt. Pleasant, County of Racine and State of Wisconsin.



Proposed Top of Foundation 621.67
Proposed Finished Yard Grade 621.0

Certificate

The above-described property has been surveyed under my direction and the map hereon drawn is a correct representation thereof to the best of my knowledge and belief.

No title commitment or results of a title search were provided to this office pertaining to this survey. This Plat of Survey may not reflect easements of record, encumbrances, restrictions, ownership, title evidence, or other facts that a current and accurate title search may disclose.

05/30/2025
Aaron T. Friess



FOUNDATION CERTIFICATION

The foundation of the residence depicted hereon has been constructed as located. Top of Foundation = 621.97. All other elevations are from survey May 30, 2025.

August 19, 2025



NOTES

BEARING BASE: GRID NORTH, WISCONSIN COORDINATE SYSTEM, SOUTH ZONE. BASED UPON NAD 1983 / 2011

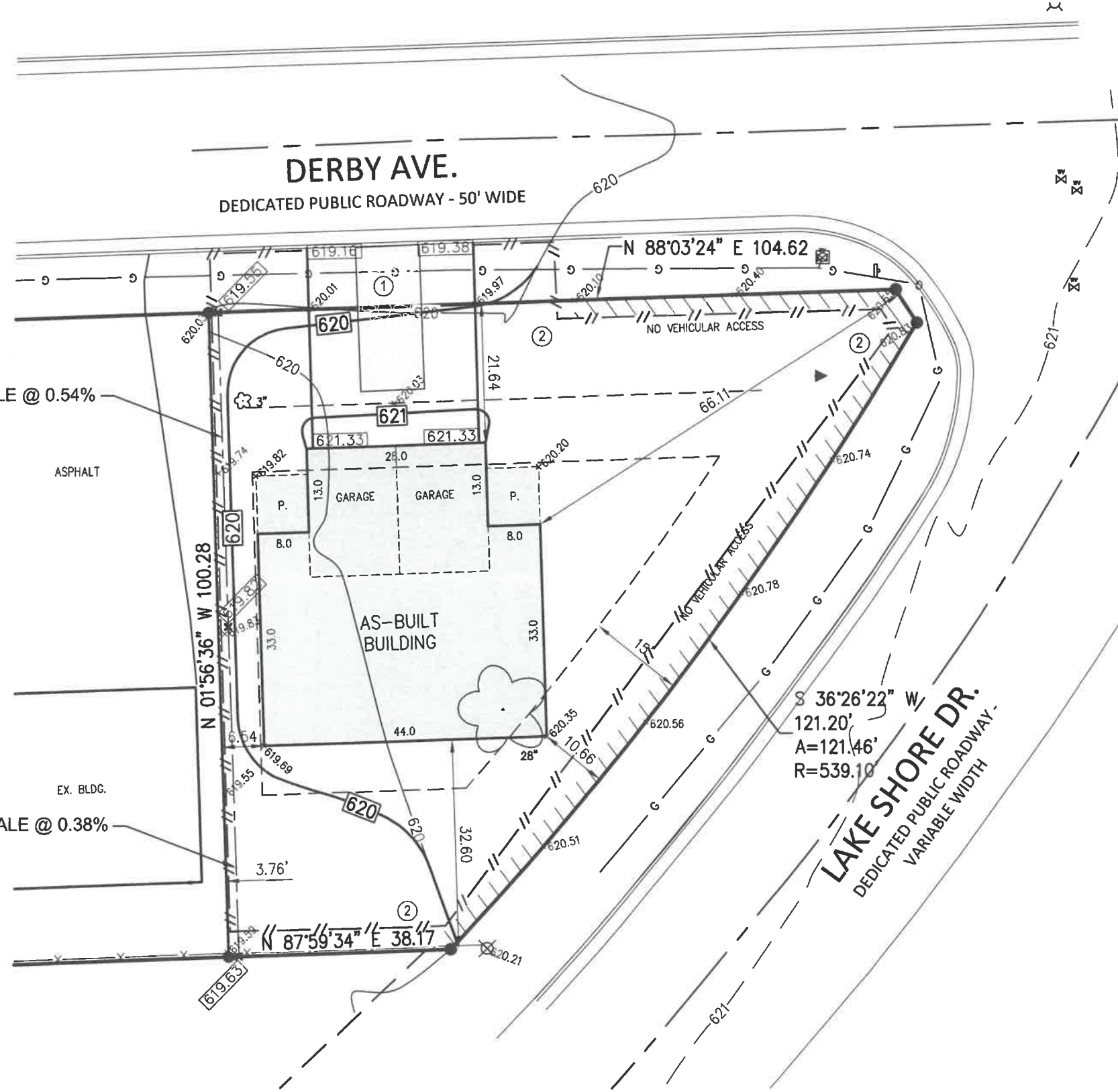
ZONING SETBACKS SHOWN FOR PROPOSED NEW PARCEL PER VILLAGE OF MT. PLEASANT ORDINANCES: STREETYARD: 15', SIDEYARD: 6', AND REARYARD: 25'

PARCEL IS ZONED RL-2 - LOW DENSITY RESIDENTIAL.

LEGEND

- 3/4" REBAR SET
- 1-1/4" IRON PIPE FOUND
- x 999.99 EX. SPOT GRADE
- x 999.99 PROP. SPOT GRADE
- ⊗ 1" IRON PIPE FOUND
- ⊗ REBAR FOUND

50 L.F. SWALE @ 0.38%



- ① GRAVEL ACCESS DRIVE REQ'D. MIN 6" DEPTH, 2" TO 3" AGG. 10' WIDE X 25 L.F.
- ② SILT FENCE, 347 L.F. ±, ALSO REQ'D. AT SPOIL STOCKPILE TOE SLOPE.

FIELD WORK 5-9-2025 BY ETM
 DRAWN 5-14-2025 BY CRL/SCB
 SCALE 1" = 20'
 SHEET 1 OF 1 SHEETS
 JOB NO. 2024.0203.01

3:15:50 PM

Monday, August 18, 2025

mb
 Nielsen Madsen + Barber
 CIVIL ENGINEERS AND LAND SURVEYORS
 1458 Horizon Blvd. Suite 200, Racine, WI. 53406
 Tele: (262)634-5588 Website: www.nmbc.net