

**FIRST AMENDMENT TO COVENANTS,  
RESTRICTIONS, CONDITIONS, AND  
EASEMENTS FOR SUGAR RIVER VISTA**

In Re: Outlots 1 through 9, inclusive, and Lots 1 through 59, specifically excluding Lots 16, 34, 35, 58 and 59, and also excluding any future subdivision of said lots, of the Plat of Sugar River Vista, located in the Town of Verona, Dane County, Wisconsin, as further described on Exhibit A attached hereto (the "Property").

**WHEREAS**, the Property is currently subject to Declaration of Covenants, Restrictions, Conditions, and Easements for Sugar River Vista recorded on February 2, 2026, as Document Number 6078196 ("the Covenants and Restrictions"); and

**WHEREAS**, the Covenants and Restrictions provide that the Covenants and Restrictions may be amended as provided therein; and

**WHEREAS**, the undersigned does hereby approve and enact the following amendment to the Covenants and Restrictions:

1. Sections 9.2 and 9.3 of the Covenants, Restrictions, Conditions, and Easements for Sugar River Vista are hereby deleted in their entirety and replaced with the following:

9.2 Utility and Drainage Easements.

(a) Utility easements and drainage easements on Lots and Outlots are shown on the Plat. The location and width of the easements is indicated on the Plat. Lots 22-23 and 55-57 are subject to public stormwater drainage easements.

(b) In addition to the above described utility easements and drainage easements, the following drainage rights and easements shall apply:

(1) Lots 32 and 33 shall have and retain the permanent easement right to the natural flow of water-runoff and drainage to a biopond to be constructed at the northerly end of Lot 34. The Owners of Lots 32 and 33 shall cooperate with the Owner of Lot 34 to create and maintain a natural drainage flow to the biopond with the intention of minimizing impacts and disruptions to the parcels involved. This right of waterflow and drainage shall include the right of reasonable access by the Association (including its contractors) to the biopond to assist in managing and directing the flow

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
6109977

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Trans Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 10

Return to and Drafted By:  
Attorney Vernon J. Jesse  
Murphy Desmond S.C.  
P.O. Box 2038  
Madison, WI 53701-2038

Tax Parcel No. See Exhibit B attached

of water to the biopond and to access the biopond for any reasonably necessary, maintenance, upkeep and/or restoration. The Association shall provide reasonable advance notice to the Owner of Lot 34 of any required access for the purposes described in the preceding sentence and the exercise of such access rights by the Association shall be undertaken in a manner to minimize any disruption and damage to Lot 34. The Association shall be required to immediately repair any damage and restore the parcel to the condition that existed prior to its entry upon the parcel.

(2) Lot 34 shall have the same easement rights of natural flow of water-runoff and drainage, as well as access, as described in subsection (1) above to a biopond to be constructed on Outlot 6.

(3) Lots 58 and 59 shall have the same easement rights of natural flow of water-runoff and drainage, as well as access, as described in subsection (1) above to a biopond to be constructed on Outlot 9.

(4) All of the above-described bioponds situated upon Lots 34, Outlot 6 and Outlot 9 shall be inspected and maintained by the Association in accordance with Town and County ordinances.

9.3 Outlot Trails. Outlots 2-9 contain recreational trails for the benefit of the Lot Owners. In addition, the Owners of Lots 16, 34, 35, 58 and 59 shall have the right to use and enjoy the recreational trails contained in Outlots 2-9, as well as any areas of other Outlots intended for the use and enjoyment of Owners, in a manner consistent with the requirements of this Declaration; provided that the Owners of Lots 16, 34, 35, 58 and 59 shall not be obligated to pay any assessments as provided in Section 8.6 hereof. The Association shall be responsible for the maintenance of the trails. The use of snowmobiles, motorcycles, golf carts, ATVs, UTVs, or other motorized vehicles within the Outlots shall be prohibited, except to the extent such usage may be necessary to accomplish repairs and maintenance of the trails.

2. In the event of any conflict between the terms of the Covenants, Restrictions, Conditions, and Easements and the terms of this First Amendment, the terms of this First Amendment shall control.

3. Except to the extent revised herein, all of the terms and conditions of the Covenants, Restrictions, Conditions, and Easements shall remain applicable to all of the parcels within the Property, as if fully set forth herein.

[SIGNATURES TO BEGIN ON FOLLOWING PAGE]

Dated this June 4<sup>th</sup> day of 2026.

**SWEETWATER V, LLC**

By: Lindsay Kruger  
Name: Lindsay Kruger  
Title: Manager

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN    )  
                                          ) ss.  
COUNTY OF DANE        )

Personally came before me this 4<sup>th</sup> day of June, 2026, the above named Lindsay Kruger, who is known to me to be the Manager of Sweetwater V, LLC, who executed the above instrument and acknowledged the same in the capacity as set forth above.



Jenna L Thorson  
Print Name: Jenna L Thorson  
Notary Public, State of Wisconsin  
My Commission: expires 11/17/2029

By: DK  
Name: David Kruger  
Title: Manager

[illegible]

  
Print Name: Jenne L Thorson  
Notary Public, State of Wisconsin  
My Commission: expires 11/17/2029

By: Harvey L. Temkin  
Harvey L. Temkin, President

STATE OF ~~WISCONSIN~~ )  
 ) ss.  
COUNTY OF ~~DANE~~ )

Official Seal  
ALYSSA HARLSTON  
Notary Public, State of Illinois  
Commission No. 993662  
My Commission Expires July 16, 2028

Print Name: Alyssa Hariston  
Notary Public, State of Wisconsin  
My Commission: 7/16/2028

Dated this June 6 day of 2026.

**SUGAR RIVER VISTA, LLC**

By: Ty Heinrichs  
Name: Ty Heinrichs  
Title: owner

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN    )  
                                          ) ss.  
COUNTY OF DANE        )

Personally came before me this 6<sup>th</sup> day of June, 2026, the above named \_\_\_\_\_, who is known to me to be the THE DEVELOPER of Sugar River Vista, LLC, who executed the above instrument and acknowledged the same in the capacity as set forth above.

Ann F. Haymaker  
Print Name: ANN F. HAYMAKER  
Notary Public, State of Wisconsin  
My Commission: 01-05-30



Dated this June 4<sup>th</sup> day of 2026.

**FIREFLY RIDGE LLC**

By: [Signature]  
Name: David Kruger  
Title: Manager

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

Personally came before me this 4<sup>th</sup> day of June, 2026, the above named David Kruger, who is known to me to be the Manager of Firefly Ridge LLC, who executed the above instrument and acknowledged the same in the capacity as set forth above.



[Signature]  
Print Name: Jenna L. Thorson  
Notary Public, State of Wisconsin  
My Commission: expires 11/17/2029

This Document was drafted by:  
Attorney Vernon J. Jesse  
Murphy Desmond S.C.  
33 East Main Street, Suite 500  
Madison, WI 53703

**EXHIBIT A**

**LEGAL DESCRIPTION AND OWNERSHIP OF THE PROPERTY**

Lots and Outlots owned by Hilda's Pies, Inc: Lots 1- 15, 17 - 23 and 36 - 52, Outlots 1-5 and 7-8.

Lots and Outlots owned by Sweetwater V, LLC: Lots 53 through 57, Outlot 9.

Lots and Outlots owned by Firefly Ridge LLC: Lots 24 through 33, Outlot 6.

## EXHIBIT B

### Sugar River Vista Plat

| <u>ID</u>       | <u>Lot</u> |
|-----------------|------------|
| 0608-203-2001-0 | 1          |
| 0608-203-2012-0 | 2          |
| 0608-203-2023-0 | 3          |
| 0608-203-2034-0 | 4          |
| 0608-203-2045-0 | 5          |
| 0608-203-2056-0 | 6          |
| 0608-203-2067-0 | 7          |
| 0608-203-2078-0 | 8          |
| 0608-203-4001-0 | 9          |
| 0608-203-4012-0 | 10         |
| 0608-203-4023-0 | 11         |
| 0608-301-4034-0 | 12         |
| 0608-194-6001-0 | 13         |
| 0608-194-6012-0 | 14         |
| 0608-301-4045-0 | 15         |
| 0608-203-4056-0 | 16         |
| 0608-203-2089-0 | 17         |
| 0608-203-2100-0 | 18         |
| 0608-203-2111-0 | 19         |
| 0608-203-2122-0 | 20         |
| 0608-194-6023-0 | 21         |
| 0608-194-0001-0 | 22         |
| 0608-194-0012-0 | 23         |
| 0608-194-0023-0 | 24         |
| 0608-194-0034-0 | 25         |
| 0608-194-0045-0 | 26         |
| 0608-194-6034-0 | 27         |
| 0608-194-6045-0 | 28         |
| 0608-194-6056-0 | 29         |
| 0608-194-6067-0 | 30         |
| 0608-194-6078-0 | 31         |
| 0608-194-6089-0 | 32         |
| 0608-194-6100-0 | 33         |
| 0608-194-6111-0 | 34         |
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| 0608-194-6122-0 | 36         |

|                 |          |
|-----------------|----------|
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| 0608-301-0012-0 | 38       |
| 0608-301-0023-0 | 39       |
| 0608-301-0034-0 | 40       |
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| 0608-301-0089-0 | 45       |
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| 0608-301-4067-0 | 47       |
| 0608-301-4078-0 | 48       |
| 0608-301-4089-0 | 49       |
| 0608-301-4100-0 | 50       |
| 0608-301-4111-0 | 51       |
| 0608-301-4122-0 | 52       |
| 0608-203-6001-0 | 53       |
| 0608-203-6012-0 | 54       |
| 0608-203-6023-0 | 55       |
| 0608-203-6034-0 | 56       |
| 0608-203-6045-0 | 57       |
| 0608-203-6056-0 | 58       |
| 0608-203-6067-0 | 59       |
| 0608-203-2133-0 | OUTLOT 1 |
| 0608-203-2144-0 | OUTLOT 2 |
| 0608-203-4133-0 | OUTLOT 3 |
| 0608-203-4144-0 | OUTLOT 4 |
| 0608-203-2155-0 | OUTLOT 5 |
| 0608-194-0056-0 | OUTLOT 6 |
| 0608-301-6001-0 | OUTLOT 7 |
| 0608-301-4155-0 | OUTLOT 8 |
| 0608-203-6078-0 | OUTLOT 9 |