

2021073

BROWN COUNTY
REGISTER OF DEEDS
CATHY WILLIQUETTE

DOCUMENT NO.

FIRST AMENDED DECLARATION
OF MAINTENANCE AGREEMENT
FOR POLO POINT SUBDIVISION

2003 JUN -5 P 3:11

FIRST AMENDED DECLARATION OF MAINTENANCE AGREEMENT (the "Declaration") is hereby made and established as of the 22 day of May, 2003, by Polo Point, LLC, a Wisconsin limited liability company (hereinafter the "Developer"). The Declarations, Covenants and Restrictions contained herein shall replace and supercede those previously recorded on April 3, 2001 in the office of the Register of Deeds of Brown County, Wisconsin as Document Number 1803603 for Polo Point Subdivision.

THIS SPACE RESERVED FOR RECORDING DATE

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NAME AND RETURN ADDRESS
Schober & Ulatowski, S.C.
P.O. Box 1780
Green Bay, WI 54305-1780

RECITALS:

WHEREAS, Developer owns at least fifty-one percent (51%) of the Lots located in the Polo Point Subdivision, which is situated on the real estate described on the attached Exhibit "A" (the "Land"); and

WHEREAS, Developer desires to subject all of the Land (except dedicated streets and utilities) to the terms and conditions of the maintenance contract it has entered into to provide lawn care, yard maintenance and snow removal for the entire subdivision as currently platted and as additions are platted in the future, as a whole and for the benefit of each Lot Owner, with certain modifications from the Declaration of Maintenance Agreement previously filed.

DECLARATION

NOW, THEREFORE, DEVELOPER hereby declares that the real estate described on the attached Exhibit "A" (except for dedicated streets and utilities), shall be used, held, leased, transferred, sold and conveyed subject to the conditions, restrictions, and terms hereinafter set forth, which shall inure to the benefit of and shall pass with each Lot as covenants running with the land and shall apply to and bind all successors in interest, users and owners.

INCORPORATION OF AMENDED DECLARATION

All of the terms, conditions and provisions of the Declaration of Maintenance Agreement that are not inconsistent with the terms hereof, are hereby restated, ratified, approved and incorporated herein by this reference.

AMENDED PROVISIONS

The paragraphs corresponding to the numbered paragraphs below shall be deleted in favor of the numbered paragraphs below:

2.01 Effective the date of recording of this Declaration, the Owner(s) of each lot in Polo Point Subdivision shall pay to Polo Point, LLC, its successors or assigns as may be designated in writing to each owner,