

BROWN COUNTY
REGISTER OF DEEDS
CATHY WILLIQUETTE

2003 JUN -5 P 3:11

DOCUMENT NO.

FIRST AMENDED DECLARATION
OF MAINTENANCE AGREEMENT
FOR POLO POINT SUBDIVISION

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:

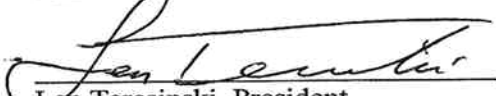
2.01 Effective the date of recording of this Declaration, the Owner(s) of each lot in Polo Point Subdivision shall pay to Polo Point, LLC, its successors or assigns as may be designated in writing to each owner,

the sum of One Hundred Dollars (\$100.00) per calendar month or One Thousand Two Hundred Dollars (\$1,200.00) per year for the above-described services. Lot owners who own more than one lot as designated on the original and any subsequent plats shall be charged the above-described fee for each lot so owned. Any sums paid before the effective date of this Declaration by Lot Owners for services described herein shall not be recoverable by Lot Owner.

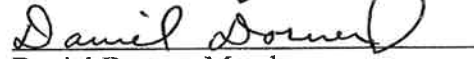
2.03 The obligations for payment of the above-described fee in respect to each lot shall begin upon issuance of a temporary or permanent occupancy permit for the residence on each lot. The monthly fee shall remain the same as stated above until November 1, 2007. Commencing on November 1, 2007, and every two years thereafter, the fee shall be adjusted to an amount equal to the then current fee, multiplied by a fraction, the numerator of which is the Consumer Price Index ("CPI") figure published most recently prior to the date of adjustment, and the denominator of which is the CPI figure published most recently prior to the previous date of adjustment, or in the case of the first adjustment, the CPI figure published most recently prior to November 1, 2001; provided, however, that in no event shall the maintenance fee be less than that which existed for the prior year. As used herein, the term "Consumer Price Index" shall mean the United States Department of Labor's Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, All Items, or the successor of that Index, or if no successor then such economic statistic selected by Polo Point, LLC or its successor developer or service provider, as an estimate of the change in the level of consumer prices over time.

IN WITNESS WHEREOF, this First Amended Declaration of Maintenance Agreement is executed by the Developer as of the date first written above.

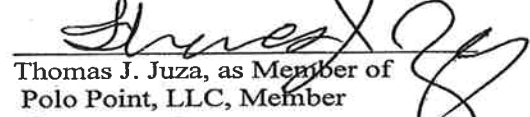
VILLAGE OF HOBART

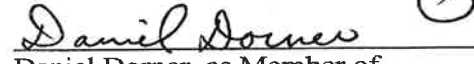
By: 
Len Teresinski, President

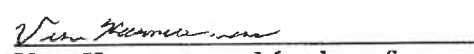
DEVELOPER:
POLO POINT, LLC
By: 
Thomas J. Juza, Member

By: 
Daniel Dorner, Member

SUCCESSOR DEVELOPER:
POLO POINT DEVELOPMENT, LLC

By: 
Thomas J. Juza, as Member of
Polo Point, LLC, Member

By: 
Daniel Dorner, as Member of
Polo Point, LLC, Member

By: 
Vern Kummings, as Member of
Kummings, Financial Investments, LLP,
Member

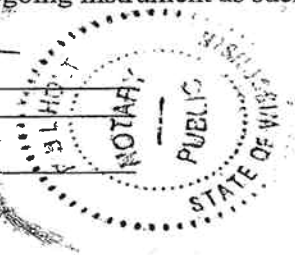
STATE OF WISCONSIN :
: SS.

2021073

COUNTY OF BROWN :

Personally came before me this 22 day of May, 2003, the above-named Len Teresinski, President of the Village of Hobart, Wisconsin, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said Village, and acknowledge that he executed the foregoing instrument as such officer as the deed of said Village, by its authority.

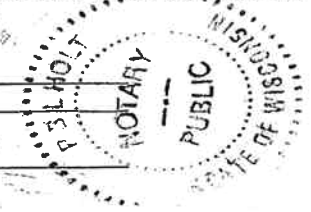
[Signature]
*
Notary Public, State of Wisconsin
My Commission: 4-1-07
Pam Holt



STATE OF WISCONSIN :
: SS.
COUNTY OF BROWN :

Personally came before me this 22 day of May, 2003, the above-named Thomas J. Juza, Managing Member and Daniel Dorner, Member, of Polo Point, LLC, and to me known to be the persons who executed the foregoing instrument and acknowledged the same.

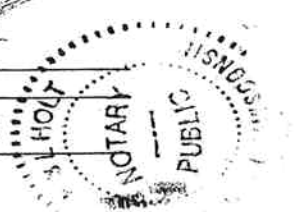
[Signature]
*
Notary Public, State of Wisconsin
My Commission: 4-1-07
Pam Holt



STATE OF WISCONSIN :
: SS.
COUNTY OF BROWN :

Personally came before me this 22 day of May, 2003, the above-named Thomas J. Juza, Daniel Dorner, as members of Polo Point, LLC, and Vern Kummers, as a member of Kummers Financial Investments, LLP, all members of Polo Point Development, LLC, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

[Signature]
*
Notary Public, State of Wisconsin
My Commission: 4-1-07
Pam Holt



**THIS INSTRUMENT DRAFTED BY
AND AFTER RECORDING RETURNED TO:**
Attorney Thomas V. Rohan
Schober & Ulatowski, S.C.
414 E. Walnut Street
P.O. Box 1780
Green Bay, WI 54305-1780