

Document Number

DANE COUNTY
REGISTER OF DEEDS

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**FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS FOR THE PLAT OF GARDENS AT
WILLOWBROOK, CITY OF SUN PRAIRIE, DANE
COUNTY, WI**

001039

Record this document with the Register of Deeds

Name and Return Address:

Kay Millonzi
Veridian Homes
6801 South Towne Drive
Madison, Wisconsin 53713

See Exhibit A
(Parcel Identification Number)

WHEREAS, Midland Builders, Inc., the previous Owner and Developer of the plat of Gardens at Willowbrook, City of Sun Prairie, Dane County, WI (the "Plat") caused to be placed of record certain Protective Covenants and Restrictions (the "Restrictions") on the Plat which Restrictions were recorded on March 22, 2001, with the Dane County Register of Deeds office as Document No.3299712;

WHEREAS, Midland Builders, Inc. as of June 3, 2003 transferred its rights and interest in the Plat to MB REAL ESTATE I, LLC (the "Developer"); and

WHEREAS, Developer is, as of the date hereof, the fee simple owner of more than one lot in the Plat and is desirous of amending certain provisions of the Restrictions.

NOW, THEREFORE, Developer does hereby, for itself, its successors and assigns amend the Restrictions as follows:

- 1) All capitalized terms as used herein, if not specifically defined herein, shall have the same definition as provided in the Restrictions.
- 2) All references to "Midland Builders, Inc." or "Midland" shall be replaced with "Developer" throughout the Restrictions;
- 3) Paragraph 17; "Fences". The first sentence shall be replaced in its entirety with the following: "No fence shall be permitted unless approved by the ACC or its designated approving authority, prior to the start of construction.

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- 4) Paragraph 18, "Mailboxes" is replaced in its entirety with the following: "Developer will supply and install a mailbox for each Lot. The specific mailbox standards must be followed for mailbox type and style as approved and supplied by Developer. Owner will be responsible for maintenance of the mailbox in accordance with applicable postal regulations. If replacement is necessary, Owner will be responsible for the cost of replacement with a mailbox approved by the ACC."
- 5) Paragraph 13 "Satellite Dishes--Solar Panels--Radio Towers" shall be replaced in its entirety to read; "No satellite receiving dishes, solar panels or radio towers shall be allowed, except within the interior of a building, without the prior written approval of the ACC."
- 6) Paragraph 35, "Notices" Notices to Developer shall be sent to the attention of the Land Development Dept., Veridian Homes, LLC, at 6801 South Towne Drive, Madison, WI 53713. Notices to an Owner of any Lot within the Plat shall be given in care of the street address of the Lot. Any party may change its address by written notice given to the other parties. Any party, its successors and assigns, may change said addresses by notice properly given hereunder.
- 7) Paragraph 35, "Parade of Homes". So long as Developer shall own any Lot in Plats, Developer reserves the right to submit some or all of said lots as a site for the Parade of Homes of the Madison Area Builders Association. In the event that some or all of said Lots are selected as a site for the Parade of Homes by the Madison Area Builders Association, this Declaration of Protective Covenants, Conditions and Restrictions shall, as to the lots enrolled in the Parade of Homes, for a limited period of time commencing 48 hours after the conclusion of the Parade of Homes, be deemed temporarily altered and modified, to the extent necessary, to permit the Madison Area Builders Association to hold its Parade of Homes in this Plat pursuant to the then current Parade of Homes Rules and Checklist of the Madison Area Builders Association. All purchasers of Lots, and/or their successors and assigns, shall take title subject to this specific reservation by the Developer and shall waive all rights to object to violations of this Declaration of Protective Covenants, Conditions and Restrictions by the Developer, the Madison Area Builders Association, or any of the builders or participants in the Parade of Homes for the period of the Parade as set forth above, and the closing of any public or private streets in the Parade of Homes area. All Lot owners appoint the Developer as their attorney-in-fact to execute all necessary petitions; applications and consents to facilitate said street closings for the Parade of Homes.

Except as herein specifically amended all other terms, conditions, covenants and restrictions shall remain unchanged.

Dated as of the 26th day of January, 2004

001041

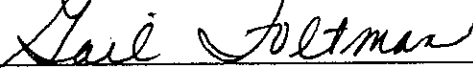
MB REAL ESTATE I, LLC

By: Veridian Development, LLC, Its Sole Member

By: 
Donald A. Esposito, Jr., Assistant Secretary

STATE OF WISCONSIN)
)ss>
COUNTY OF DANE)

Personally came before me this 26th day of Jan, 2004, the above named Donald A. Esposito, Jr. to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.


Notary Public, State of Wisconsin
My Commission expires: Feb 25, 2007

THIS DOCUMENT DRAFTED BY:
Kay Millonzi
6801 South Towne Drive
Madison, WI 53713

EXHIBIT "A"

001042

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