

**FIRST SUPPLEMENTAL  
DECLARATION**

Document No.

Return to:  
Sorrentino Burkert Law Group LLC  
Attn: Susan C. Sorrentino  
W229N1433 Westwood Drive, Suite 100  
Waukesha, WI 53186

See Exhibit A attached hereto.

Tax Parcel Number

This instrument was drafted by:

Melissa J. Malecki  
Sorrentino Burkert Law Group LLC  
W229N1433 Westwood Drive, Suite 100  
Waukesha, WI 53186

## FIRST SUPPLEMENTAL DECLARATION

THIS FIRST SUPPLEMENTAL DECLARATION ("Supplement") is made and entered into as of the 27th day of October, 2013, by the Gazebo Hill Homeowners Association, Inc., a Wisconsin not-for-profit corporation ("Association"), and by sixty-six percent (66%) or more of the owners of building sites in Gazebo Hill Subdivision (the "Owners").

### RECITALS:

- A. That certain Declaration of Restrictions for Gazebo Hill Subdivision dated December 21, 1989 and recorded with the Ozaukee County Register of Deeds on December 28, 1989 as Document No. 424736, as amended and restated by that certain Restatement and Amendment of Declaration of Restrictions for Gazebo Hill Subdivision dated February 8, 2006 and recorded with the Ozaukee County Register of Deeds on May 5, 2006 as Document No. 0840980 (the "Declaration"), encumbers and applies to certain property located in the City of Mequon, Ozaukee County, Wisconsin, as described on Exhibit A attached hereto (except dedicated streets and utilities) (the "Subdivision").
- B. The Owners and the Association desire to amend the Declaration as more specifically provided herein.
- C. The Owners of at least sixty-six percent (66%) of the building sites in the Subdivision have approved this Supplement and have directed the Association to execute this Supplement on their behalf.

NOW, THEREFORE, as of the date first set forth above, the Owners and the Association hereby declare that the Subdivision shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, easements, covenants and reservations set forth in the Declaration, as amended by the terms hereinafter set forth, which shall inure to the benefit of and pass with said real property and each parcel thereof as covenants running with the land, and shall apply to and bind the successors in interest and any owner thereof.

1. Shingle Materials. The fifth sentence of Section 11.b of the Declaration (which currently reads: "Cedar shake shingles or other natural material shall be required for all dwellings.") is hereby deleted and replaced with the following language:

"Cedar shake shingles, other natural material, or certain alternative roofing materials and colors which may be permitted from time to time by the Committee (the "Permitted Alternative Roofing Materials") shall be required for all dwellings. To the extent that any Permitted Alternative Roofing Materials are allowable from time to time, the Committee shall maintain the current list of such Permitted Alternative Roofing Materials, if any, and shall make the list available to any Owner upon request. The Committee shall have the right within its discretion to remove various shingles and/or substitute shingles of comparable quality to the Permitted Alternative Roofing Materials. Prior to the commencement of installation of a Permitted Alternative Roofing Material, an Owner shall obtain from the Committee written confirmation that such Owner's proposed roofing product and color is on the list of Permitted Alternative Roofing

Materials, and such Owner shall provide any backup documentation required by the Committee to issue such confirmation.”

2. Defined Terms. Any capitalized terms not otherwise defined herein shall have those meanings given to them in the Declaration.

3. Conflict. In the event of a conflict between the terms and conditions of the Declaration and the terms and conditions of this Supplement, the terms and conditions of this Supplement shall control.

4. Ratification. Except as modified herein, the remainder of the terms of the Declaration remain in full force and effect.

5. Severability. If any provision hereof is determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

*[Signatures next page following]*

IN WITNESS WHEREOF, this Supplement has been executed by the Association as of the date first set forth above.

ASSOCIATION:

GAZEBO HILL HOMEOWNERS ASSOCIATION, INC., a Wisconsin not-for-profit corporation

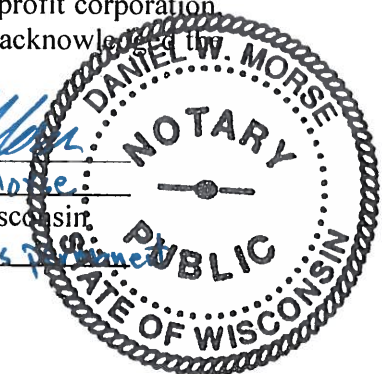
By: [Signature]  
Michael C. Williams, President

By: [Signature]  
Marcia Schwager, Secretary

STATE OF WISCONSIN )  
) ss  
COUNTY OF MILWAUKEE )

Personally came before me this 6<sup>th</sup> day of November, 2013, the above Michael C. Williams, President of Gazebo Hill Homeowners Association, Inc., a Wisconsin not-for-profit corporation, and to me known to be the person who executed the foregoing document and acknowledged the same in such capacity.

[Signature]  
Name: Daniel W. Morse  
Notary Public, State of Wisconsin  
My Commission expires: is permanent



STATE OF WISCONSIN )  
) ss  
COUNTY OF MILWAUKEE )

Personally came before me this 6<sup>th</sup> day of November, 2013, the above Marcia Schwager, Secretary of Gazebo Hill Homeowners Association, Inc., a Wisconsin not-for-profit corporation, and to me known to be the person who executed the foregoing document and acknowledged the same in such capacity.

[Signature]  
Name: Daniel W. Morse  
Notary Public, State of Wisconsin  
My Commission expires: is permanent

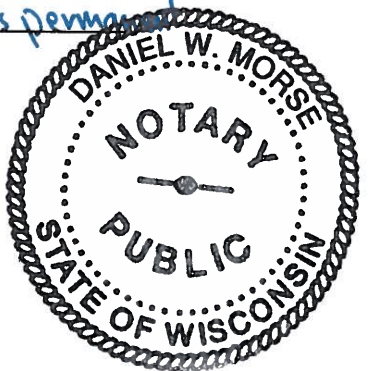


Exhibit A  
(Legal Description)