

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
4023951

02/23/2005 11:42:27AM

Trans. Fee:
Exempt #:

Rec. Fee: 33.00
Pages: 12

Document No.

**AMENDMENT TO
THE CENTER FOR INDUSTRY &
COMMERCE
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

000503

Return to:
Katie Colbert
T.Wall Properties
P.O. Box 7700
Madison, WI 53707-7700

See Exhibit A
Parcel Numbers

**AMENDMENT TO
THE CENTER FOR INDUSTRY & COMMERCE
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

**THIS AMENDMENT TO DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, AND RESTRICTIONS** (hereafter "Declaration") is
made this 18 day of Feb, 2005, by those persons signing below who represent
a majority of the members of the Design Review Board (as defined below) and by The
Center for Industry & Commerce L.L.C. (hereafter "Declarant").

WITNESSETH:

WHEREAS, Declarant executed The Center for Industry & Commerce
Declaration of Covenants, Conditions, and Restrictions for The Center for Industry &
Commerce and recorded the same as with the Dane County Register of Deeds as
Document No. 3677132 (the "Declaration"); and

WHEREAS, Article IV of the Declaration establishes a design review board (the
"Design Review Board"); and

WHEREAS, Article X.A. of the Declaration provides that the Declaration may
be amended by a written recorded instrument executed by a majority of the Design

12/33

Review Board and by Declarant, so long as Declarant continues to hold any interest in the property described in the Declaration; and

WHEREAS, the majority of the Design Review Board and Declarant desire to amend the Declaration pursuant to the terms of this Amendment.

NOW, THEREFORE, the undersigned hereby amend the Declaration as follows:

1. Section VI.D.4. of the Declaration is hereby rewritten to read, in its entirety, as follows:
 4. Separation from Roadways. Parking areas shall be separated from adjacent roadways by a three- to four-foot high (3-4') landscaped berm. The berm shall run along the entire frontage of each Lot, excluding driveways. All improvements shall be set back a minimum of twenty feet (20') from the sidewalk and the berm shall be constructed within this setback area and shall have a slope no steeper than 3:1. The berm shall be approved by the Board and shall include continuously approved landscape materials on top. All parking areas shall be appropriately screened from adjacent use and public right-of-way by a combination of structural and vegetative elements, to limit visibility from streets and Highway 51. At a minimum, all corners, edges, and islands of parking lots and access drives shall be bordered with raised curbs, except for connections to pedestrian and bicycle facilities.
2. Section VI.H. of the Declaration is hereby rewritten to read, in its entirety, as follows:

Refuse Storage and Loading Areas.

Garbage, refuse, and recycling containers shall be concealed and contained within the buildings or shall be located outside the building within the side yards and be consistent with setback limitations within structures constructed for that purpose. Refuse collection areas shall not be permitted along any frontage road and, if not contained within a building, shall be located toward the rear of the site. Refuse collection containers shall be enclosed within a structure, at minimum six feet (6') in height, to completely conceal the collection container. Said enclosure shall be constructed of similar materials as the primary structure and adjacent buildings, excluding the enclosure gates, which may be aluminum, and shall be approved by the Board. Rubbish shall not be incinerated on-site

except with the written approval of the Board. External storage use must comply with all standards throughout the Project. All external storage areas must be screened (100% opacity) from public rights-of-way.

3. Section VI.J. of the Declaration is hereby rewritten to read, in its entirety, as follows

Exterior Lighting

The Applicant shall obtain the Board's approval of all exterior lighting plans. All site lighting poles and fixtures (excluding building mounted lighting) shall be aluminum in nature. All site lighting fixtures shall be shielded or use freestanding, cut-off type, white light type fixtures. All lighting shall be soft, nonglare and nonflashing in design and nature, and shall not be seen from public right-of-ways or from adjacent lots, (i.e. no unscreened wall-pack units). Attractive building façade illumination shall be permitted. Neon lighting and lighting with moving parts are prohibited. Security lighting may be used in loading or servicing areas and must conform to the general standards for site lighting. Security lighting intensity may exceed that of parking and exterior accent areas with the approval of the Board.

4. Section VI.P.1 is hereby amended to read, in its entirety:
 1. Maintenance Required. Each Owner shall be responsible for maintaining its Improvements and grounds in such a manner that promotes a safe, clean and attractive environment for employees, visitors, and adjacent property owners. Improvements shall be maintained reasonably close to their original appearance. Owners shall also be responsible for upkeep of common areas on their property, including any public easements for pedestrians, such as pedestrian paths, exercise paths, etc. and the adjoining areas within the public rights-of-way and shall be responsible for maintenance of any pedestrian paths that Owner is required to construct. Recommended standards for horticultural care of trees, shrubs and turf shall be adhered to, so as to ensure healthy plant material, including regular watering, fertilizing and pruning schedules. Notwithstanding the foregoing, the Association, and not the individual Owners, shall be responsible for installing and maintaining any landscaping that is placed on the Lots

pursuant to the Perimeter Landscaping Plan (See Exhibit B-Perimeter Landscape Plan).

5. The following subsection 6. is hereby added to the end of Section VI.P. Maintenance and Repair:
 6. Disposing of Materials. Disposing of any material on any portion of the Project other than Owner's Lot is strictly prohibited. Owners shall be allowed to place boulders found during construction on the boulder pile located in the Project. Each Owner shall remove all excess materials from the Owner's Lot to a location other than the Project at Owner's sole cost and expense. Declarant shall have the right, but not the obligation, to keep any such excess material. If Declarant exercises its right to keep any such excess material, Owner shall remain responsible for all costs associated with moving such excess material.

6. The following section Q. is hereby added to Article VI. DEVELOPMENT STANDARDS:
 - Q. Sidewalks, Street Lighting and Mailboxes.
 1. Sidewalk Installation. Each Owner shall be responsible for installing a sidewalk along all public streets. The sidewalk shall be installed at the time of building construction.
 2. Street Lighting. Each Owner shall be responsible for including a conduit underneath each driveway in the terrace area (i.e., the area between the sidewalk and the street) to be used for street lighting throughout the Project.
 3. Mailboxes. Each Owner shall be responsible for installing a mailbox approved by the Board. The Board has approved the mailbox that can be ordered on mailboxes.com, titled "Mail Package Drop-Front and Rear Access-Green, unit number 4375GR." The pedestal required for this mailbox is titled "Bolt Mounted Pedestal for Mail Package Drop-Green, unit number 4395 GR.". To the extent that the aforementioned mailbox is no longer available, the Board reserves the right to select a similar standard.

7. Article VIII, Section C is hereby amended to read, in its entirety:
 - C. Obligations of the Association.

The Association shall be responsible for the exclusive management, maintenance, and control of the Drainage Areas and all improvements thereon. The Association shall be responsible for the installation of landscaping pursuant to the Perimeter Landscaping Plan (See Exhibit B-Perimeter Landscape Plan), and shall keep the same in good, clean, attractive and sanitary condition, order and repair, and may, at its option, assume maintenance, construction, repair, replacement and control of any other areas that are for the common benefit of the Project (including, without limitation, the easement described in Section VI.F., any other easements serving or for the benefit of the Project, any monument signage, and any other features for the benefit of the Project). The Association shall have easements for access to all of the foregoing areas to the extent necessary to carry out its obligations described in this Declaration. The Association shall be governed in accordance with the Association's articles and bylaws or other governing documents. If no Association exists, then all functions of the Association shall be carried out by Declarant, so long as Declarant holds title to any interest in any of the Lots. If no Association exists at any time after Declarant ceases to hold title to any of the Lots, then the functions of the Association shall be carried out by the Owners of not less than 51% of the square footage of the Lots.

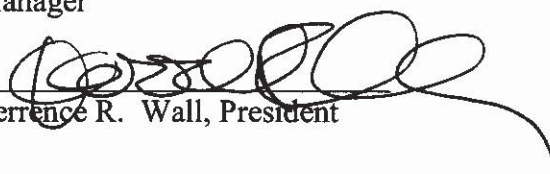
8. The undersigned hereby disclose that the City of Madison, the State of Wisconsin or other governmental authorities may in the future install highway entrance and exit ramps in the vicinity of the Project and that costs of the same may be assessed in part to lands within the Project. Such highway ramps may serve Interstate 90/94/39 and/or US. Highway 51. If the Center for Industry & Commerce L.L.C. records an agreement with the Dane County Register of Deeds that the lands within the Project shall be subject to assessments, charges or other costs relating to the construction of the ramps, or waiving objection thereto, then such agreement or waiver shall apply to all property now owned by The Center for Industry & Commerce L.L.C., even if it is subsequently conveyed, and each grantee of any such property, by acceptance of a deed to any such property, agrees to such waiver.
9. **Effective Date.** This Amendment shall be effective upon recording with the Dane County Register of Deeds. No plans that have previously been approved by the Design Review Board shall require re-approval or modification as a result of this Amendment.

10. No Other Changes. Except as modified hereby, all terms and conditions of the Declaration are hereby ratified and shall remain in full force and effect.

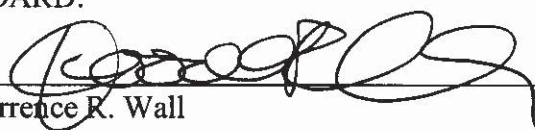
DECLARANT:

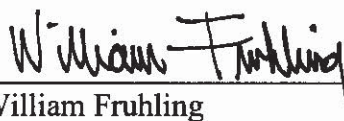
THE CENTER FOR INDUSTRY &
COMMERCE L.L.C.


By: T. Wall Properties Master Corp.
Manager


Terrence R. Wall, President

MEMBERS OF DESIGN REVIEW
BOARD:


Terrence R. Wall


William Fruhling


Curtis Brink

000509

STATE OF WISCONSIN)
) ss.
DANE COUNTY)

On this 18 day of February, 2005, the above named Terrence R. Wall, known to me to be such persons who executed the foregoing instrument, came personally before me and acknowledged that they executed said instrument.

Shirley A. Pokorski
Name (printed or typed) Shirley A. Pokorski
Notary Public, Dane County, Wisconsin
My Commission Expires on 6/11/06.



STATE OF WISCONSIN)
) ss.
DANE COUNTY)

On this 18 day of FEB, 2005, the above named William Fruhling, known to me to be such persons who executed the foregoing instrument, came personally before me and acknowledged that they executed said instrument.

Michael J. Van Erem
Name (printed or typed) MICHAEL J. VAN EREM
Notary Public, Dane County, Wisconsin
My Commission Expires on OCT 16, 2005

000510

STATE OF WISCONSIN)
) ss.
DANE COUNTY)

On this 18 day of February, 2005, the above named Curtis Brink, known to me to be such persons who executed the foregoing instrument, came personally before me and acknowledged that they executed said instrument.



Name (printed or typed) Shirley A. Pokorski
Notary Public, Dane County, Wisconsin
My Commission Expires on 6/11/06.



EXHIBIT A

Legal Description

Lots 1 through 92, inclusive, and Outlots 1, 2 and 3, The Center for Industry & Commerce, in the City of Madison, Dane County, Wisconsin.

Tax Parcel Nos:

LOT NUMBER	PARCEL NUMBER	STREET ADDRESS
1	0810-163-0301-8	5501 MANUFACTURERS DR
2	0810-163-0302-6	3920 HANSON RD
3	0810-163-0303-4	5517 MANUFACTURERS DR
4	0810-163-0304-2	5601 MANUFACTURERS DR
5	0810-163-0305-0	5617 MANUFACTURERS DR
6	0810-163-0306-8	5701 MANUFACTURERS DR
7	0810-163-0307-6	5717 MANUFACTURERS DR
8	0810-163-0308-4	5801 MANUFACTURERS DR
9	0810-163-0309-2	5817 MANUFACTURERS DR
OUTLOT 1	0810-163-0310-9	3958 HANSON RD
10	0810-162-0112-1	5833 MANUFACTURERS DR
11	0810-162-0111-3	5901 MANUFACTURERS DR
12	0810-162-0110-5	5917 MANUFACTURERS DR
13	0810-162-0109-8	6001 MANUFACTURERS DR
14	0810-162-0108-0	6017 MANUFACTURERS DR
15	0810-162-0107-2	6101 MANUFACTURERS DR
16	0810-162-0106-4	6117 MANUFACTURERS DR
17	0810-162-0105-6	6135 MANUFACTURERS DR
18	0810-162-0104-8	6201 MANUFACTURERS DR
19	0810-162-0103-0	6217 MANUFACTURERS DR
20	0810-162-0102-2	6301 MANUFACTURERS DR
OUTLOT 2	0810-161-0102-4	3964 HANSON RD
21	0810-162-0201-2	3833 JOHN WALL DR 6702 MANUFACTURERS DR
22	0810-162-0202-0	6602 MANUFACTURERS DR
23	0810-162-0203-8	6502 MANUFACTURERS DR
24	0810-162-0204-6	6402 MANUFACTURERS DR
25	0810-162-0205-4	6302 MANUFACTURERS DR
26	0810-162-0206-2	6202 MANUFACTURERS DR
27	0810-162-0207-0	6102 MANUFACTURERS DR 3850 MERCHANT ST
28	0810-162-0208-8	3842 MERCHANT ST 6101 GRAASKAMP WAY
29	0810-162-0209-6	6201 GRAASKAMP WAY
30	0810-162-0210-3	6301 GRAASKAMP WAY
31	0810-162-0211-1	6401 GRAASKAMP WAY
32	0810-162-0212-9	6501 GRAASKAMP WAY

LOT NUMBER	PARCEL NUMBER	STREET ADDRESS
33	0810-162-0213-7	6601 GRAASKAMP WAY
34	0810-162-0214-5	6701 GRAASKAMP WAY 3817 JOHN WALL DR
35	0810-162-0301-0	6702 GRAASKAMP WAY 3801 JOHN WALL DR
36	0810-162-0302-8	6602 GRAASKAMP WAY
37	0810-162-0303-6	6502 GRAASKAMP WAY
38	0810-162-0304-4	6402 GRAASKAMP WAY
39	0810-162-0305-2	6302 GRAASKAMP WAY
40	0810-162-0306-0	6202 GRAASKAMP WAY
41	0810-162-0307-8	6118 GRAASKAMP WAY
42	0810-162-0308-6	6102 GRAASKAMP WAY
43	0810-162-0309-4	3802 MERCHANT ST
44	0810-162-0310-1	3754 MERCHANT ST
45	0810-162-0311-9	3750 MERCHANT ST
46	0810-162-0312-7	3742 MERCHANT ST
47	0810-162-0313-5	3734 MERCHANT ST
48	0810-162-0314-3	3726 MERCHANT ST
49	0810-162-0315-1	3718 MERCHANT ST
50	0810-162-0316-9	3702 MERCHANT ST
51	0810-162-0401-8	6802 MANUFACTURERS DR 3858 JOHN WALL DR
52	0810-162-0402-6	6818 MANUFACTURERS DR
53	0810-162-0403-4	3850 JOHN WALL DR
54	0810-162-0404-2	3842 JOHN WALL DR
55	0810-162-0405-0	3834 JOHN WALL DR
56	0810-162-0406-8	3826 JOHN WALL DR
57	0810-162-0407-6	3818 JOHN WALL DR 6801 GRAASKAMP WAY
58	0810-162-0408-4	6817 GRAASKAMP WAY
59	0810-162-0501-6	6818 GRAASKAMP WAY
60	0810-162-0502-4	6802 GRAASKAMP WAY 3810 JOHN WALL DR
61	0810-162-0503-2	3802 JOHN WALL DR 6801 RONALD REAGAN AVE
62	0810-162-0601-4	3701 MERCHANT ST 6802 RONALD REAGAN AVE
63	0810-162-0602-2	3705 MERCHANT ST
64	0810-162-0603-0	3709 MERCHANT ST
65	0810-162-0604-8	3713 MERCHANT ST
66	0810-162-0605-6	3717 MERCHANT ST
67	0810-162-0606-4	3721 MERCHANT ST
68	0810-162-0607-2	3725 MERCHANT ST
69	0810-162-0608-0	3729 MERCHANT ST
70	0810-162-0609-8	3733 MERCHANT ST
71	0810-162-0610-5	3737 MERCHANT ST
72	0810-162-0611-3	3741 MERCHANT ST
73	0810-162-0612-1	3745 MERCHANT ST

LOT NUMBER	PARCEL NUMBER	STREET ADDRESS
74	0810-162-0613-9	3749 MERCHANT ST
75	0810-162-0614-7	3753 MERCHANT ST
76	0810-162-0615-5	3757 MERCHANT ST
77	0810-162-0616-3	3761 MERCHANT ST
78	0810-162-0617-1	3801 MERCHANT ST
79	0810-162-0618-9	3809 MERCHANT ST
80	0810-162-0619-7	3817 MERCHANT ST
81	0810-162-0620-4	3825 MERCHANT ST
82	0810-162-0621-2	3833 MERCHANT ST
83	0810-162-0622-0	3841 MERCHANT ST 6002 MANUFACTURERS DR
84	0810-162-0623-8	5918 MANUFACTURERS DR
85	0810-162-0624-6	5902 MANUFACTURERS DR
86	0810-162-0625-4	5834 MANUFACTURERS DR
OUTLOT 3	0810-162-0626-2	3765 MERCHANT ST
87	0810-163-0101-2	5802 MANUFACTURERS DR
88	0810-163-0102-0	5718 MANUFACTURERS DR
89	0810-163-0103-8	5702 MANUFACTURERS DR
90	0810-163-0104-6	5602 MANUFACTURERS DR
91	0810-163-0105-4	5518 MANUFACTURERS DR
92	0810-163-0106-2	5502 MANUFACTURERS DR

