

Document Number

Declaration of Landscape  
Preservation and Maintenance  
Easement and Covenants  
Document Title

0829176

RONALD A. VOIGT  
OZAUKEE COUNTY  
REGISTER OF DEEDS  
PORT WASHINGTON, WI  
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Recording Area

Name and Return Address

Christopher S. Frommell  
Lakeside Development Company  
10033 N. Port Washington Rd.  
Mequon, WI 53092

\$25/PA

15-019-01-002.00 \*

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m). WRDA HB Rev. 1/8/2004

DECLARATION OF LANDSCAPE PRESERVATION  
AND MAINTENANCE EASEMENT

This Declaration of Landscape Preservation and Maintenance Easement and Covenants (the "Agreement") is made as of October 21, 2005, by Lakeside Development Co. (1986), a Wisconsin corporation ("Developer").

WHEREAS Developer owns certain real property situated in the City of Mequon, Ozaukee County, Wisconsin, described in Exhibit B, attached hereto and incorporated herein by reference (the Preserve at Glen Oaks or "the Property"); and

WHEREAS, Developer has subdivided the Property; and

WHEREAS, the City has, pursuant to its land division and zoning ordinances, and engineering standards regulating land development and design and performance standards associated therewith, imposed certain conditions relating to Landscaping and its perpetual maintenance, upon plat and other approvals, and this declaration of easement and covenants is intended to insure perpetual compliance with such requirements; and

WHEREAS, Developer desires to establish for the benefit of itself and the owners of the lots of the Property certain nonexclusive easements in, to, over, and across a portion of the Property for landscaping and a perpetual easement for the maintenance of the landscaping; and

WHEREAS, Developer desires to reserve an easement on, over and through each and every lot (Lots 1 through 17 inclusive) and Outlots 1 and 2 along with the rights of ingress and egress for the purpose of installing, maintaining, repairing and replacing landscaping.

NOW THEREFORE, in consideration of the foregoing, and the covenants and declarations as hereinafter set forth, IT IS DECLARED as follows:

1. Declaration of a Perpetual Easement. Developer hereby declares and reserves for its successors and assigns, forever, a non-exclusive easement, over the areas depicted by crosshatching on the Final Plat Map which is attached hereto as Exhibit A and incorporated herein ("Easement Area"), including the obligation, right and authority to enter upon the Easement Area solely to build, install, repair, replace, rebuild and maintain its private landscaping and the landscaping ("Landscaping") installed and maintained pursuant to the landscape plan and Stewardship Plan approved by the City of Mequon dated March 10, 2005 ("Landscape Plan") thereon and appurtenances thereto, and the right to trim, cut, top, replace or remove flowers, plants, trees and undergrowth pursuant to the requirements of the approved Landscape Plan and Stewardship Plan. The Developer shall build and install the Landscaping elements in strict compliance with the Landscape Plan, including but not limited to building and installing the entry features as depicted on sheet 3 of the Landscape Plan, preserving and protecting the one identified "specimen tree" as depicted on page 2 of the Plat, installing and maintaining the open

space plantings identified in the Landscape Plan (not including the pond or the street trees), and mowing and maintaining the paths depicted on the Landscape Plan. Thereafter the Developer and its successors and assigns shall maintain, repair, rebuild and replace such Landscaping at its sole expense in compliance with the Landscape Plan and the Stewardship Priority Management and Maintenance Plan contained in the Stewardship Plan. Upon reasonable prior notice, Developer and its successors and assigns shall be permitted to use the Easement Area as it is reasonably necessary for access to and maintenance of the Landscaping. Developer hereby grants the City of Mequon the right to enter the Easement Area, in a reasonable manner and at reasonable times, for the purpose of monitoring the building, installing, and maintenance of the Landscaping. If the Developer or its successors or assigns fails to build, install or maintain the Landscaping in compliance with the Landscape Plan and the Stewardship Plan, the City shall have the right to install or build the same according to the Landscape Plan and the Stewardship Plan, and to charge the cost thereof, including administrative charges, to all of the lots, outlots, units, common elements and the various owners thereof, in the development, a proportionate share of such charges, pursuant to Sections 66.0627, 66.0701 Wisconsin Statutes, et seq., or other applicable provisions of law.

2. Construction Liens. In the event that any construction liens are filed against any lot or any outlot, or any part thereof, in connection with any work performed by or on behalf of developer or in connection with any act or omission of Developer pursuant to the Agreement, Developer shall have the liens promptly discharged of record.

3. Repair. Developer, its successors and assigns, agree to keep and maintain the Easement Area and Landscaping in good order and repair, including the making of necessary replacements thereto, so that the Landscaping remains in full compliance with the Landscape Plan and the Stewardship Plan in perpetuity. Developer, its successors or assigns, will, at its sole cost and expense and promptly after completion of its work, replace the surface and subsurface of the soil as may be disturbed in the maintaining, inspecting, replacing and repairing the Easement Area and Landscaping (including reconstruction) as may be disturbed during any necessary activity within the Easement Area or which is a direct result of the exercise of the rights herein granted.

4. Nondisturbance. Developer will minimize its interference with the activities of the owner of the Easement Area and its respective agents, servants, employees, licensees, and invitees in connection with its operations.

5. Successor Obligation. Developer shall create or cause to be created an entity (“The Preserve at Glen Oaks Homeowners Association”) with a perpetual existence pursuant to Chapter 181 of the statutes of the State of Wisconsin, for the express purpose, inter alia, of assuming all responsibility for the perpetual maintenance, repair, reconstruction and replacement of the Landscaping pursuant to the Stewardship Priority Management and Maintenance Plan contained in the Stewardship Plan approved by the City of Mequon and filed with the City of Mequon Department of Community Development, so that the same remains compliant with the Landscape Plan and the Stewardship Plan in perpetuity, and including but not limited to the perpetual right to

enter upon the real estate hereinafter described at any time that it may see fit, to build, repair, replace, rebuild and maintain the Landscaping thereon and appurtenances thereto, and the right to trim, cut, top, replace or remove flowers, plants, trees, and undergrowth for the appearance and maintenance of the Easement Area.

6. Indemnity. To the fullest extent permitted by law, Developer, its successors or assigns, shall defend, indemnify and save harmless the Easement Area owners, its officers, agents and employees, and any Easement Area mortgagee, against all suits, demands, causes of actions, liabilities or claims thereof for injury or damages of whatever nature, including death, or damage to property (i) directly arising out of or proximately resulting from any activity of Developer, its agents, employees, licensees or contractors, their agent or employees, or (ii) directly arising out of any defaults hereunder, or (iii) directly arising out of or proximately resulting from landscape maintenance and repair, or (iv) directly arising out of or proximately resulting of construction lien claims for work performed by Developer or at Developer's request. It is further agreed that Developer, or its successors or assigns, shall be solely responsible for any and all expenses involved in the removal, relocation, maintenance or repair to the Landscaping and related improvements and waives all rights to reimbursement for such expenses from City, its officers, employees or contractors, including such work undertaken by City as a result of the failure of Developer or its successors or assigns to do so.

7. Notices. Notices in demand required or permitted to be given hereunder shall be given by certified mail, return receipt requested, or by a national express service such as FedEx, in the case of Developer, addressed to it at 10033 North Port Washington Road, Suite 300, Mequon, WI 53902, or at such other address as specified in writing by Developer.

8. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of the Agreement.

9. Recording. The Agreement shall be recorded in the records of Ozaukee County, Wisconsin.

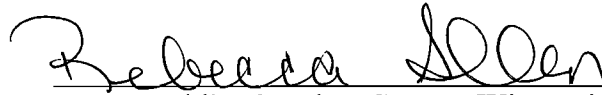
10. Governing law. The laws of the state of Wisconsin shall apply to the Agreement.

11. Severability. If any term, provision or condition contained in the Agreement shall, to any extent, be invalid or unenforceable, the remainder of the Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by law.



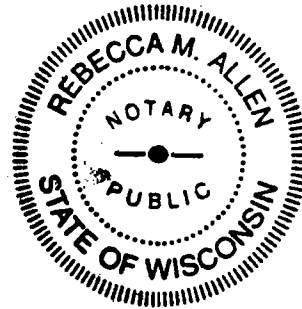
STATE OF WISCONSIN    )  
  ) SS  
OZAUKEE COUNTY        )

Personally came before me this 21 day of October, 2005, the above-named Christine Nuernberg, Mayor and Lee Szymborski, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

  
Notary Public, Ozaukee County, Wisconsin  
My commission (expires) (is) 4-27-08.

DRAFTED BY:

John M. Filachek  
Chernov, Stern & Krings, SC  
330 E. Kilbourn Ave., Suite 1275  
Milwaukee, WI 53202  
Phone: (414) 276-4080



# EXHIBIT A

## THE PRESERVE AT GLEN OAKS

A REVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 1487 BEING A PART OF THE  
 REQUEST FOR THE EAST 1/4 OF SECTION 18, TOWNSHIP 10 NORTH,  
 RANGE 22 EAST, IN THE CITY OF MCDONALD, OZAWISSE COUNTY, WISCONSIN.

HIDDEN  
 RIVER  
 DRIVE

GLEN OAKS LANE

WOODSIDE  
 LANE

N. PORT WASHINGTON ROAD (CTH W)

RESTRICTIONS:



INDICATES AREA OF NO FILLING, NO GRADING, AND NO STAKING

NO FILLING OR STAKING GRADING IN THE 100-YEAR FLOODPLAIN  
 NO FILLING OR GRADING IN THE WETLAND BUFFER AREA

INDICATES LANDSCAPE PRESERVATION EASEMENT AREA



National Survey & Engineering  
 1914 W. Belmont Road  
 Foxboro, MA 01938  
 Phone: 508-548-5800  
 Fax: 508-548-5801  
 www.nse.com

WETLAND LINE TABLE

LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
1	11.35	S89°28'00"W	17	22.10	S89°28'00"W
2	11.35	S89°28'00"W	18	22.10	S89°28'00"W
3	11.35	S89°28'00"W	19	22.10	S89°28'00"W
4	11.35	S89°28'00"W	20	22.10	S89°28'00"W
5	11.35	S89°28'00"W	21	22.10	S89°28'00"W
6	11.35	S89°28'00"W	22	22.10	S89°28'00"W
7	11.35	S89°28'00"W	23	22.10	S89°28'00"W
8	11.35	S89°28'00"W	24	22.10	S89°28'00"W
9	11.35	S89°28'00"W	25	22.10	S89°28'00"W
10	11.35	S89°28'00"W	26	22.10	S89°28'00"W
11	11.35	S89°28'00"W	27	22.10	S89°28'00"W
12	11.35	S89°28'00"W	28	22.10	S89°28'00"W
13	11.35	S89°28'00"W	29	22.10	S89°28'00"W
14	11.35	S89°28'00"W	30	22.10	S89°28'00"W
15	11.35	S89°28'00"W	31	22.10	S89°28'00"W
16	11.35	S89°28'00"W	32	22.10	S89°28'00"W
17	11.35	S89°28'00"W	33	22.10	S89°28'00"W
18	11.35	S89°28'00"W	34	22.10	S89°28'00"W
19	11.35	S89°28'00"W	35	22.10	S89°28'00"W
20	11.35	S89°28'00"W	36	22.10	S89°28'00"W
21	11.35	S89°28'00"W	37	22.10	S89°28'00"W
22	11.35	S89°28'00"W	38	22.10	S89°28'00"W
23	11.35	S89°28'00"W	39	22.10	S89°28'00"W
24	11.35	S89°28'00"W	40	22.10	S89°28'00"W
25	11.35	S89°28'00"W	41	22.10	S89°28'00"W
26	11.35	S89°28'00"W	42	22.10	S89°28'00"W
27	11.35	S89°28'00"W	43	22.10	S89°28'00"W
28	11.35	S89°28'00"W	44	22.10	S89°28'00"W
29	11.35	S89°28'00"W	45	22.10	S89°28'00"W
30	11.35	S89°28'00"W	46	22.10	S89°28'00"W
31	11.35	S89°28'00"W	47	22.10	S89°28'00"W
32	11.35	S89°28'00"W	48	22.10	S89°28'00"W
33	11.35	S89°28'00"W	49	22.10	S89°28'00"W
34	11.35	S89°28'00"W	50	22.10	S89°28'00"W
35	11.35	S89°28'00"W	51	22.10	S89°28'00"W
36	11.35	S89°28'00"W	52	22.10	S89°28'00"W
37	11.35	S89°28'00"W	53	22.10	S89°28'00"W
38	11.35	S89°28'00"W	54	22.10	S89°28'00"W
39	11.35	S89°28'00"W	55	22.10	S89°28'00"W
40	11.35	S89°28'00"W	56	22.10	S89°28'00"W
41	11.35	S89°28'00"W	57	22.10	S89°28'00"W
42	11.35	S89°28'00"W	58	22.10	S89°28'00"W
43	11.35	S89°28'00"W	59	22.10	S89°28'00"W
44	11.35	S89°28'00"W	60	22.10	S89°28'00"W
45	11.35	S89°28'00"W	61	22.10	S89°28'00"W
46	11.35	S89°28'00"W	62	22.10	S89°28'00"W
47	11.35	S89°28'00"W	63	22.10	S89°28'00"W
48	11.35	S89°28'00"W	64	22.10	S89°28'00"W
49	11.35	S89°28'00"W	65	22.10	S89°28'00"W
50	11.35	S89°28'00"W	66	22.10	S89°28'00"W
51	11.35	S89°28'00"W	67	22.10	S89°28'00"W
52	11.35	S89°28'00"W	68	22.10	S89°28'00"W
53	11.35	S89°28'00"W	69	22.10	S89°28'00"W
54	11.35	S89°28'00"W	70	22.10	S89°28'00"W
55	11.35	S89°28'00"W	71	22.10	S89°28'00"W
56	11.35	S89°28'00"W	72	22.10	S89°28'00"W
57	11.35	S89°28'00"W	73	22.10	S89°28'00"W
58	11.35	S89°28'00"W	74	22.10	S89°28'00"W
59	11.35	S89°28'00"W	75	22.10	S89°28'00"W
60	11.35	S89°28'00"W	76	22.10	S89°28'00"W
61	11.35	S89°28'00"W	77	22.10	S89°28'00"W
62	11.35	S89°28'00"W	78	22.10	S89°28'00"W
63	11.35	S89°28'00"W	79	22.10	S89°28'00"W
64	11.35	S89°28'00"W	80	22.10	S89°28'00"W
65	11.35	S89°28'00"W	81	22.10	S89°28'00"W
66	11.35	S89°28'00"W	82	22.10	S89°28'00"W
67	11.35	S89°28'00"W	83	22.10	S89°28'00"W
68	11.35	S89°28'00"W	84	22.10	S89°28'00"W
69	11.35	S89°28'00"W	85	22.10	S89°28'00"W
70	11.35	S89°28'00"W	86	22.10	S89°28'00"W
71	11.35	S89°28'00"W	87	22.10	S89°28'00"W
72	11.35	S89°28'00"W	88	22.10	S89°28'00"W
73	11.35	S89°28'00"W	89	22.10	S89°28'00"W
74	11.35	S89°28'00"W	90	22.10	S89°28'00"W
75	11.35	S89°28'00"W	91	22.10	S89°28'00"W
76	11.35	S89°28'00"W	92	22.10	S89°28'00"W
77	11.35	S89°28'00"W	93	22.10	S89°28'00"W
78	11.35	S89°28'00"W	94	22.10	S89°28'00"W
79	11.35	S89°28'00"W	95	22.10	S89°28'00"W
80	11.35	S89°28'00"W	96	22.10	S89°28'00"W
81	11.35	S89°28'00"W	97	22.10	S89°28'00"W
82	11.35	S89°28'00"W	98	22.10	S89°28'00"W
83	11.35	S89°28'00"W	99	22.10	S89°28'00"W
84	11.35	S89°28'00"W	100	22.10	S89°28'00"W

**EXHIBIT B**  
**Description of the Property**

The Preserve at Glen Oaks, being a redivision of Lot 2 of Certified Survey Map No. 3487 being a part of the northeast 1/4 of the northeast 1/4 of section 19, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin.