

Document Number

**DECLARATION OF RESTRICTIONS
AND HOMEOWNERS ASSOCIATION
FOR THE PRESERVE AT GLEN OAKS**

0829180

**RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI
TXID: 23477**

**RECORDED ON
10/21/2005 02:36PM**

**REC FEE: 121.00
TRANS FEE: 0.00
PAGES: 56
EXEMPT #: 0**

Recording Area

Name and Return Address
**Lakeside Development
Attn: Christopher Frommell
10033 N. Port Washington Road
Mequon, WI 53092**

\$120/PA

15-019-01-002.00 *
Parcel Identification Number (PIN)

DECLARATION OF RESTRICTIONS AND HOMEOWNERS ASSOCIATION
FOR THE PRESERVE AT GLEN OAKS

This Declaration is made this 21 day of October, 2005 by Lakeside Development Company (1986) (hereinafter called "Developer").

RECITATIONS

WHEREAS, Developer owns all those lands located in the City of Mequon ("City"), Ozaukee County, Wisconsin, to be subdivided and platted as a subdivision known as The Preserve at Glen Oaks described on Exhibit A attached hereto (the "Subdivision");

WHEREAS, upon approval of the Final Plat for the Subdivision, the Subdivision will be a platted subdivision consisting of 17 lots and 2 outlots, Outlots 1 and 2 being designated as Common Areas to remain as open space and owned by the Association pursuant to Section 1.04(d).

WHEREAS, Developer desires to subject the lots as platted within the Subdivision, as depicted on the final plat for the Subdivision, as well as all other portions of the Subdivision, as expanded from time to time (except dedicated streets and utilities), to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, for the benefit of the Subdivision as a whole and for the benefit of each Lot Owner.

DECLARATION

NOW, THEREFORE, Developer hereby declares that the real estate described on the attached Exhibit A and all portions thereof (except for dedicated streets and utilities) shall be used, held, leased, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations and easements 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.

DEFINITIONS, PURPOSE & USE RESTRICTIONS

1.01 DEFINITIONS

- a) "Association" shall mean The Preserve at Glen Oaks Homeowners Association, a Wisconsin non-profit, non-stock corporation, which is created under this Declaration.
- b) "Architectural Control Board," or the "ACB" shall mean the officers of the Association appointed or elected in accordance with Section 3.07 of this Declaration who shall serve as members of the Architectural Control Board and shall operate and manage the Association as a Board of Directors.

- c) "Board" shall mean the Board of Directors of the Association.
- d) "City" shall mean the City of Mequon, a municipal corporation.
- e) "Common Area" or "Common Areas" shall mean Outlots 1 and 2 or any other area within the Subdivision which is not a Lot as identified in this Declaration or on the Subdivision Plat, and includes, without limitation, all such areas conveyed by the Developer to the Association and any dedicated street or other dedicated area for which the City has not assumed responsibility for maintenance.
- f) "Conveyance Event" shall mean that point in time when 75% of the lots are sold by the Developer and the Final Plat has been recorded and title to all Common Areas automatically vests in the Association.
- g) "Detention Pond Maintenance and Easement Agreement" shall mean the agreement between the Developer and the City of Mequon dated __ and recorded on 10-21-2005 in Volume ____ of Records at Page ____ Document No. 0829175, a copy of which is attached as Exhibit B.
- h) "Developer" shall mean LAKESIDE DEVELOPMENT COMPANY (1986), as well as any successor-Developer.
- i) "Developer Landscaping" shall mean landscape improvements as shown on the Preserve at Glen Oaks Landscape Plan as approved by the City of Mequon dated March 10, 2005, attached as Exhibit C and incorporated herein and includes various hedge and screen plantings, berms, trees, shrubbery and related landscaping which are to be constructed by the Developer on certain Lots and Common Areas in the Subdivision. Developer reserves the right to change the Developer Landscaping at its sole discretion.
- j) "Family" shall mean one or more persons related by blood, marriage or adoption who are living, sleeping, cooking and eating on the premises as a single housekeeping unit and shall exclude any group of persons where three or more are not so related or engaged as household employees.
- k) "Home" shall mean a residential building designed and used as a dwelling for one Family (which shall not include any attached garage).
- l) "Landscape Preservation Agreement" shall mean the Declaration of Landscape Preservation and Maintenance Easement agreement between the Developer and the City of Mequon dated __ and recorded on 10-21-2005 in Volume ____ of Records at Page ____ Document No. 0829176, a copy of which is attached as Exhibit D and incorporated herein.

- m) "Lot" shall mean a platted lot within the Subdivision identifiable by reference to a lot number, regardless of whether such property is currently platted or platted at some future time.
- n) "Lot Owner," "Lot Owners" or "Co-Owners" shall mean the holder(s) of a legal or equitable ownership interest in fee simple record title to a Lot, regardless of the type of tenancy or estate, and shall include land contract vendees and vendors but shall not include the holder of any leasehold interest or any mortgage or consensual lien prior to acquisition of legal or equitable title.
- o) "Master Grading Plan" shall mean Master Grading and Erosion Control prepared by National Survey & Engineering, dated September 27, 2004 and last revised on April 13, 2005, on file at the City of Mequon for use by the City to monitor grading and building pad compliance.
- p) "Property" shall include a Lot and all improvements.
- q) "Section" shall mean all those provisions within a numbered heading of this Declaration.
- r) "Structure" and "Improvement" shall be synonymous and shall both mean and include any and all of the following, regardless of whether temporary or permanent in character or intended use: building, outbuilding, shed, booth, garage, car-port, or above ground storage facility; exterior lighting or electric fixture, antennae, tower, pole, or bug control device; fence, retaining or other wall, fountain or above-ground or in-ground swimming or wading pool; plantings; driveway, sidewalk or walkway; pet kennels or run line; screened or other type of porch, patio, arbor, or gazebo; tree house or other exterior play equipment including skateboard ramps; berms and swales; and any other type of equipment or facility for any decorative, recreational or functional purpose of any kind (including, without limitation, additions or alterations to or deletions from any of the foregoing) not located and ensealed entirely below ground level, unless located entirely within the exterior perimeter walls of the single family building constructed on the Lot. Use of the phrase "Structure or improvement" or any other use of such words shall not imply different meanings for such terms.
- s) "Subdivision" shall mean the lands described on the attached Exhibit A, excluding lands now or hereafter dedicated to the City, and including such contiguous parcels of real estate as may be acquired by Developer from time to time and declared by Developer to be a part of The Preserve at Glen Oaks under an instrument executed by Developer and recorded in the office of the Register of Deeds of Ozaukee County, Wisconsin.
- t) "Successor-Developer" shall mean any person, firm or entity which expressly assumes in writing all then remaining obligations of Developer to the City under certain Development Agreements recorded in the office of the Register of Deeds

for Ozaukee County, Wisconsin, as Document No. 800554 (as may be amended) relating to development of the Subdivision or portions thereof.

- u) “Stewardship Plan” shall mean the “Stewardship Plan for The Preserve at Glen Oaks, Mequon, Wisconsin” prepared by Cedarburg Science, LLC, approved by the City of Mequon and filed with the City of Mequon Department of Community Development which assesses the natural area habitats and landscaping at The Preserve at Glen Oaks and provides guidance and recommendations for the maintenance, restoration and enhancement of these amenities.

1.02 GENERAL PURPOSE

The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive residential area and in furtherance of such purpose: to preserve and maintain high aesthetic standards for all improvements, as well as the natural beauty of certain open spaces and Common Areas within the Subdivision; to help assure the best use and most appropriate development and improvement of each Lot; to protect Owners of Lots against use of surrounding Lots which may detract from the residential value or enjoyment of their Property; to guard against the erection or maintenance of garish or poorly designed or proportioned structures; to obtain a harmonious and aesthetically pleasing blend of materials, structures, and color schemes; to ensure a residential development of the Subdivision consistent with high aesthetic standards and the purposes for which each such Lot is platted; to encourage and secure the erection of attractive residential structures with appropriate locations on the Lot; to prevent installation of Improvements which may adversely affect the aesthetic appearance of a Lot or surrounding area; to secure and maintain a proper spatial relationship of buildings, Structures and other Improvements; and to otherwise secure mutual enjoyment of benefits for owners and occupants of residential property within the Subdivision.

1.03 SINGLE FAMILY USE: GENERAL RESTRICTION

- a) Each Lot shall be used solely for residential purposes by one Family, except that business activities may be conducted in or from any Home if confined solely to the transaction of business by telephone or computer. The term “residential purposes” shall include only those activities necessary for or normally associated with the use and enjoyment of a home site as a place of residence and limited recreation.
- b) Only one Home may be constructed on each Lot and no garage, tent, or other improvement (except for the Home) shall be used for temporary or permanent living or sleeping for family or guests without the prior approval of the Board.
- c) Each Lot and all front, side, and rear yards shall be maintained by the Lot Owner so as to be neat in appearance when viewed from any street or other Lot and, if not properly maintained, the Association may perform yard maintenance and charge the costs thereof to the Lot Owner and levy a Special Assessment against the Lot.

Developer may but shall not be obligated to improve any areas of the Subdivision with grass or plantings or to cut grass or foliage growing in a natural environment.

- d) No Lot shall be used in whole or in part for conducting any unlawful activity or for any unlawful purpose. No noxious odors or loud noises shall be permitted to escape from any Home or Lot nor shall any activity be permitted or engaged in which constitutes a public or private nuisance.

1.04 USE AND MAINTENANCE OF COMMON AREAS; IMPROVEMENTS IN RIGHTS OF WAY, STEWARDSHIP PLAN

- a) All Common Areas including Outlots 1 and 2 shall be used as open space for the common benefit of the Subdivision and not for recreational or other activities by any Lot Owner unless previously approved by the Board (which approval, if given, may be revoked at any time).
- b) Any signs, monuments or structures constructed by Developer or the Association on any Common Areas shall be properly maintained by the Association. The Association shall also maintain all other Common Areas so as to be neat and attractive in appearance pursuant to the Stewardship Plan as referenced in Section 1.01(v). No Lot Owner shall erect any Structure or Improvement in the Common Areas.
- c) Upon the initial sale of seventy-five percent (75%) of the lots of the subdivision by the Developer and recordation of the final plat of the subdivision (the "Conveyance Event"), fee simple title to the common areas shall automatically vest in the Association without further action of the Developer and each Lot Owner and Member of the Association acknowledges and accepts delivery of title to the common areas upon the Conveyance Event.
- d) Any improvements located in the public right of way or future public right of way lying contiguous to the subdivision shall be installed, maintained and removed by the Association.
- e) The Stewardship Plan has been prepared for the use of the Developer, Association and individual Lot Owners. The Stewardship Plan provides an assessment of the natural area habitats and Developer landscaping improvements (amenities) at The Preserve at Glen Oaks. In addition, the Stewardship Plan provides guidance and recommendations for the maintenance, restoration and potential enhancements of these amenities.
- f) Outlots 1 and 2 may hereafter be used only for:
 - 1. The aesthetic, recreational and cultural enjoyment of the residents of The Preserve at Glen Oaks.

2. Construction, maintenance and use of buildings(s) and other facilities and devices for noncommercial aesthetic, recreational and cultural purposes by members of The Preserve at Glen Oaks Homeowners Association on condition that the City of Mequon and the Architectural Control Board of The Preserve at Glen Oaks shall first approve the construction and operation of same.
3. Drainage course and water quality pond.
4. The installation as inconspicuously as possible of gas, electric and other utility lines and related facilities such as may be necessary to serve the subdivision with the location and plans for any installation above ground being first subject to the approval of the City of Mequon and the Architectural Control Board of The Preserve at Glen Oaks.
5. Subdivision signage.

No use or occupation other than permitted above shall be hereinafter established or maintained on Outlots 1 and 2. No construction on Outlots 1 and 2 of any permitted use shall be permitted without obtaining written permission from the City of Mequon and the Architectural Control Board of The Preserve at Glen Oaks. Outlots 1 and 2 including landscaping, signage and structures within Outlots 1 and 2 but specifically excluding any utilities, shall be maintained and cared for by The Preserve at Glen Oaks Homeowners Association in accordance with the approved Stewardship Plan. The above conditions shall not prevent any permanent excavation or work necessary for purposes of the permitted uses.

1.05 RESTRICTIONS ON USE OF RECREATIONAL VEHICLES

Recreational vehicles (which shall include, but not limited to motorcycles, snowmobiles, trail bikes, travel trailers and vans, motor homes, dune buggies, go carts and other off-street motorized vehicles of any kind and other vehicles as defined by the Board) or trucks shall not be parked, kept or stored on any Common Area or undeveloped area of the Subdivision, nor shall any such recreational vehicle or truck be parked, kept, or stored on any Lot outside an enclosed garage, without the prior approval of the Board (which may be withheld on the basis of aesthetics if for no other reason). Such recreational vehicles shall not be used or operated on any Lot or otherwise within the Subdivision except on dedicated streets in accordance with applicable traffic laws.

1.06 ANIMALS AND PETS

No livestock, poultry, reptile, or other animal of any kind shall be raised, bred or kept on any Lot, and no more than a total of two (2) of the combination of dogs, cats, and other normal household pets (as may be approved by the Board from time to time) may be kept so long as not kept, bred or maintained for any commercial purpose or in an unreasonable number or manner. The right of any Lot Owner to keep such a pet on any Lot is subject to the condition that the pet is not allowed to unreasonably annoy any other Lot Owner

and is not allowed to run at large. No dangerous dogs may be kept as defined by the Board.

1.07 GARBAGE AND REFUSE

No Lot shall be used or maintained for dumping or storage of trash, garbage, or debris of any kind, except for temporary storage in sanitary covered containers suitably screened from view from streets and adjoining Lots. There shall be no burning or burial of any garbage, trash, or debris at any time, other than for burning of leaves and light brush if approved by both the Board and the local Fire Chief.

1.08 DEVELOPER LANDSCAPING; LANDSCAPE PRESERVATION AGREEMENT; EASEMENTS; MAINTENANCE BY LOT OWNERS

- a) Developer Landscaping. In order to preserve the natural amenities of the Subdivision and to provide for the enhancement of property values for the benefit of the Subdivision as a whole and for the benefit of each Lot Owner, Developer intends to install landscape improvements as shown on the Preserve at Glen Oaks Landscape Plan as approved by the City of Mequon dated March 10, 2005, attached as Exhibit C and incorporated herein (hereafter "Developer Landscaping"). The Developer Landscaping may include various hedge and screen plantings, berms, trees, shrubbery and related landscaping which are to be constructed by the Developer on certain Lots and Common Areas in the Subdivision. The Developer Landscaping also includes the construction of improvements and landscaping for the entranceway to the Subdivision as shown on the plans and specifications of The Preserve at Glen Oaks Landscape Plan by Treetops Landscape Design Inc. Developer reserves the right to change the Developer Landscaping in its sole discretion. The Developer Landscaping plans are available for review from the Developer until the last Lot of the Subdivision is sold or Developer has noticed in writing Developer's landscaping is complete.

- b) Landscape Preservation Agreement. The Developer has entered into a Declaration of Landscape Preservation and Maintenance Easement agreement ("Landscape Preservation Agreement") with the City of Mequon, which requires, among other things, that certain areas of the Subdivision be preserved for the planting of trees. The tree preservation areas are depicted on The Preserve at Glen Oaks Street Tree Planting Plan attached to the Landscape Preservation Agreement. The terms, provisions, and obligations of the Landscape Preservation Agreement, which is attached as Exhibit D, are incorporated into these restrictions. The Landscape Preservation Agreement grants an easement upon, across, over, and through all of the Lots and Common Areas of the Subdivision to establish the tree preservation areas and to allow the Developer and the Association and/or its agents, ingress and egress in order to accomplish the purpose and to perform the terms of the Landscape Preservation Agreement. No Lot Owner shall cut or remove any trees located in the tree preservation areas of the Landscape Preservation Agreement. The maintenance, care, and replacement of the original trees planted pursuant to the Landscape Preservation Agreement shall be the responsibility of the Association beginning one

year after planting. The Association shall not be responsible for trees planted in the tree preservation areas, which are not part of the original plantings required under the Landscape Preservation Agreement. The Association shall be responsible for compliance with the Landscape Preservation Agreement.

- c) Each Lot Owner affected by the Developer Landscaping shall be responsible for maintaining and repairing the Developer Landscaping, which is located on the lot owner's Lot. Such responsibility shall include, but is not limited to, the seeding, watering and mowing of all lawns, the pruning, cutting and replacement of all trees and shrubbery so as to maintain the Developer Landscaping in an attractive condition consistent with the original design of Developer Landscaping.

In the event a Lot Owner causes the removal of trees located in the tree preservation area of the Landscape Preservation Agreement, the Association and its agents shall have the right to enter upon said Lot to correct, repair, maintain and restore the Developer Landscaping or to replace trees under the Landscape Preservation Agreement. An irrevocable right and easement is hereby granted for the benefit of the Association to enter onto Lots to obtain ingress and egress necessary to maintain and make repairs to the Developer Landscaping and to fulfill the terms of the Landscape Preservation Agreement. The Association shall thereafter have the right to levy a Special Assessment against the Lot Owner involved for the costs of such maintenance and repairs performed by the Association, pursuant to the provisions of Section 3.10 hereof.

- d) The Association shall be responsible for maintaining and repairing the Developer Landscaping, the tree preservation areas of the Landscape Preservation Agreement and Open Space Easement through the use of the Stewardship Plan. Such responsibility shall include, but is not limited to, the seeding, watering and mowing of all lawns, the pruning, cutting and replacement of all trees and shrubbery so as to maintain these areas in an attractive condition consistent with the original design of the Developer Landscaping and The Preserve at Glen Oaks Tree Planting Plan. The detention pond, vegetation and landscaping shall be maintained in accordance with the Stewardship Plan and the terms and conditions of the Drainage and Pond Easement Agreement (which is attached as Exhibit D). An irrevocable right and easement is hereby granted for the benefit of the Association to enter onto Lots to obtain ingress and egress necessary to maintain and make repairs to the Entry Landscaping and The Preserve at Glen Oaks Tree Planting Plan. The costs of such maintenance and repairs will be levied by the Association equally against all lot Owners, other than the Developer, as a General Assessment pursuant to Section 3.10 hereof.
- e) Binding Effect. All easements and rights described herein are easements appurtenant, running with the land and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the Lot Owners, purchasers, mortgagees, lessees and occupants and their heirs, personal representatives, successors and assigns.

CONSTRUCTION OF IMPROVEMENTS

2.01 MINIMUM LIVING AREA & HEIGHT REQUIREMENTS; GARAGES.

- a) Each home shall have a minimum living area (exclusive of basement, attic, garage, porches, patios, and storage areas) of not less than 1,800 square feet and a maximum of 6,000 square feet.

The ACB shall have the exclusive right to determine whether such requirements will be satisfied and any decision of the ACB shall be final and conclusive.

- b) No Home shall exceed two and one-half stories (excluding the basement). Partial 3rd floor finish may be allowed if approved by the ACB.
- c) An attached enclosed garage shall be constructed at the time of construction of the home and all exterior portions of such garage shall be completed prior to occupancy of the Home. Garage cannot face the roadway unless approved by ACB.
- d) Footprint of the first floor and garage shall not exceed ten percent (10%) of the total lot area.

2.02 LOCATION & SET BACK

- a) No home or garage (including eaves, steps, overhangs, and attached porches, patios and other appurtenances) shall be located on any Lot:
 - o Closer than 75 feet to high quality wetlands
 - o Closer than 50 feet to medium quality wetlands
 - o Closer than 10 feet to low quality wetlands
 - o Closer than 50 feet to the front lot line at any point;
 - o Closer than 20 feet to the rear Lot line at any point;
 - o Closer than 20 feet to the side Lot line adjoining a Common Area at any point;
 - or
 - o Closer than 20 feet to the side Lot line adjoining another Lot or street at any point.

Each Corner Lot shall be determined by the ACB to have one rear Lot line, one side Lot line, on front Lot line and a side street line based on the proposed orientation of the Home and other improvements.

- b) Approval by the plan commission or building inspector of the City with respect to setbacks or other matters shall not be binding on the ACB in any respect.
- c) Notwithstanding the set-back requirement specified above, the orientation and precise location of each Home and garage, as well as all other improvements on the Lot, must

be approved in writing by the ACB prior to any construction, it being intended that the ACB may, in its discretion, impose greater or lesser set-back requirements than those specified above in order to achieve or maintain the aesthetic appearance for the Subdivision or any portions thereof which the ACB deems advisable. In an effort to maintain maximum views by limiting the building area of adjacent lots, the Developer has restricted buildable areas as identified on Exhibit F.

- d) The ACB may permit Improvements (other than the Home and garage) to be constructed, installed and located within the set-back areas described above; provided, such permission must be in writing to be effective and can only be granted after notice to all adjoining and adjacent Lot Owners advising them of the proposed Improvement and affording them an opportunity to be heard with respect to the proposed Improvement.

2.03 APPROVAL OF ARCHITECTURAL CONTROL BOARD REQUIRED FOR ALL IMPROVEMENTS.

- a) No Home, garage or other Structure or Improvement of any kind shall be installed, erected, constructed or placed on any Lot (or altered or changed with respect to layout, location or exterior design, appearance, color or material composition) without: (1) prior submission of detailed plans to the ACB appropriate for its review and approval; and (2) acquisition of prior written approval by the ACB. Plans, to be considered appropriate for review by the ACB, must include the following (unless the ACB advises a Lot Owner in writing to the contrary): construction drawings, plans and specifications (prepared by a qualified home designer or architect if the improvement involves construction of a Home, garage or addition or change to either) showing dimensions, composition and color of exterior materials, together with paint color samples and brick/stone color samples, and equipment, if any; a plot plan showing the location of the Improvement with respect to set-backs from a lot lines and other buildings and Improvements, finished grade elevations, topography, driveways, existing plantings and other data pertinent to such review by the ACB as it may reasonably request; and a landscape plan prepared by a landscape architect. The ACB shall consider the following factors and may deny or withhold approval of any proposed improvement if, in its sole judgment, any one or more of the general purposes specified in Section 1.02 will not be satisfied: material composition and quality; exterior design, appearance and color; coordination with other existing or contemplated Improvements; location with respect to topography and existing surroundings, set-backs, finished grade elevations, access, drainage and plantings; and general aesthetics. **ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, PLACED OR ALTERED ON THE LOT WITHOUT PRIOR WRITTEN APPROVAL OF THE ACB MAY BE REQUIRED TO REMOVE SUCH IMPROVEMENT IN ITS ENTIRETY AT THE LOT OWNER'S EXPENSE.** Without intending to limit the generality of the foregoing, any changes to the exterior color scheme of the residence must be approved in advance by the ACB.

- b) Notwithstanding the foregoing provisions and limitations of Section 2.03(a), each Home shall include the following minimum specifications: (1) exteriors of all natural building materials or as approved by the ACB, (2) All roofs to be dimensional shingles, and (4) mandatory front yard lamp post (with an unswitched photoelectric cell control) and mailbox post described in Exhibit G.
- c) Upon approval by the ACB of the plans for the proposed Improvement and upon receipt of any necessary City and other governmental approvals or permits, construction or installation of the Improvement may commence and, once commenced, shall be completed as to all exterior items within eighteen months following either acquisition of ACB approval or issuance of any required building permit by the City, whichever is later. The ACB may, in its discretion, assess a fine of \$100 per day in the event the Lot Owner exceeds the eighteen month deadline or extend such completion deadline up to an additional six months in the event it finds the delay has been caused primarily by factors beyond the control of the Lot Owner and his/her contractors.
- d) In the event the ACB fails to act upon proposed plans within 30 days following written acknowledgment by the ACB that it has received such plans and that they are adequate for purposes of its review or, in the event no suit to enjoin the erection, installation or change of the improvement or to require removal thereof has been commenced within one year following final completion thereof, no right shall exist to thereafter enforce these restrictions insofar as approval by the ACB is required as to such particular matter.
- e) Any approval or permission of the ACB under this Section, to be binding or effective, must be in writing signed by the President or Secretary of the Association. No oral statements, representations or approvals of the ACB of any of its members or agents shall be binding on the ACB under any circumstances, regardless of any reliance thereon by any Lot Owner.
- f) Within 90 days following construction or installation of any improvement, the Lot Owner shall furnish an as-built survey showing the location of the improvement, if requested by the ACB.

2.04 LANDSCAPING & DRAINAGE

- a) At time of Home plan review by the ACB, a complete landscaping plan for the entire Lot shall be submitted to the ACB for its approval under Section 2.03 above. At its discretion, the ACB may reject or modify the landscaping plans for overall compatibility with the Developer Landscaping and Entry Landscaping described in Section 1.08 above. All landscaping shall be completed (in accordance with the plan approved by the ACB) within 6 months following the issuance of the occupancy permit for the Home. The ACB, at its discretion, may assess a fine of \$250 per month and prorated daily, for non-compliance with regards to this deadline.

- b) To avoid a substantial increase in surface water drainage onto adjoining Lots, the landscaping plan shall provide for adequate drainage of storm and surface water toward adjoining streets and away from adjoining Lots if natural drainage on the Lot is to be or has been altered by grading or landscaping by the Lot Owner.
- c) No fence, wall, hedge, or screen planting shall be installed unless in accordance with landscaping or other plans approved in advance by the ACB under Section 2.03.
- d) Each Lot Owner is responsible for compliance with the Master Grading Plan as established by the City of Mequon. The future owner/builder who constructs the residence will be responsible for siting the residence, rough and fine grading the building pad to comply with the Master Grading Plan. The developer is not responsible for any topsoil.
- e) Any additions or changes to Owners original approved landscape plan including but not limited to swimming pools, spas, hot tubs, outbuildings of any type, outdoor play sets and ornamental landscaping must be approved in advance by the ACB.
- f) Each Lot Owner shall be responsible for compliance within the Stewardship Program as detailed in Section 1.08 and related exhibits to this Declaration.

2.05 DRIVEWAY.

Each Lot shall be improved by the Lot Owner with an asphalt driveway extending from the street to the garage within 6 months following issuance of an occupancy permit for the Home. The ACB, at its discretion, may assess a fine of \$250 per month, prorated daily, for non-compliance in regards to this deadline. A plot plan showing the location of the drive shall be submitted to the ACB for its prior approval under Section 2.03 above.

2.06 CONSTRUCTION MATERIALS - STORAGE.

No building or construction materials shall be stored on any Lot outside of the Home or garage, other than during periods of actual construction or remodeling and then only for so long as may be necessary. Excess excavated material shall not be stored on any Lot during or after construction without the prior approval of the ACB, unless required for back filling, finish grading, or landscaping. Each Lot owner shall be responsible for maintaining their Lot in a neat and orderly condition during construction, including cleanup of construction debris on their Lot and neighboring Lots and common areas. The ACB reserves the right to undertake any cleanup they deem necessary and assess the Lot Owner for the costs associated with the cleanup.

2.07 WATER SUPPLY.

Each Home shall be serviced by municipal water.

2.08 SEWAGE DISPOSAL.

Each Home shall be serviced by municipal sewer.

2.09 WIRES AND ANTENNA.

- a) All utility lines and wiring for gas, electric, telephone, and cable television service to a Home, garage or other improvement shall be installed underground, unless otherwise permitted by the ACB prior to installation.
- b) There shall be no rooftop, tower-mounted or other external antenna or satellite dish for television or radio reception or for other electronic transmission or reception having a diameter in excess of 24 inches. Any of the prior mentioned should, if possible without interfering with reception, be placed and screened so as to minimize its visibility from roadways and neighboring lots.

2.10 SIGNS, MAILBOXES AND LAMPPOSTS.

- a) No sign or banner of any kind shall be placed or displayed to public view on any Lot, except: (1) one sign of not more than 6 square feet advertising the Property for sale; (2) one standard sign (showing the Lot Owner's name) as may be approved by the ACB for uniform use in terms of size, design, appearance and location for each Lot in the Subdivision; and (3) such signs as the Developer or ACB may approve for placement on those Lots affected by the Entry Landscaping for the purpose of advertising The Preserve at Glen Oaks.
- b) No mailbox or lamppost shall be installed other than described on Exhibit G. Mailbox and lamppost shall be installed at the time owner receives temporary occupancy permit. Maintenance of the mailbox and lamppost is the responsibility of the individual homeowner.

THE ASSOCIATION

3.01 CREATION OF ASSOCIATION.

- a) The Developer hereby creates and establishes a non-profit, non-stock incorporated homeowner's association to be known as "The Preserve at Glen Oaks Homeowner's Association" with all rights, powers, privileges and obligations as provided in this Declaration.
- b) The Association shall exist during the term(s) of this Declaration and shall automatically terminate upon termination of this Declaration.

3.02 MEMBERSHIP.

- a) Each Lot Owner shall automatically be a member of the Association and shall be entitled to one membership and one vote for each Lot owned, with ownership of a Lot being the sole qualification for membership. The membership in the Association appurtenant to a Lot shall be owned jointly and severally by all Co-Owners of the Lot, regardless of the form of tenancy, estate, or interest in the Lot.
- b) Association membership and voting rights shall be appurtenant to each Lot and shall not be assigned, conveyed or transferred in any way except upon transfer of an ownership interest of the Lot and then only to the transferee, nor shall membership or voting rights be retained except upon retention of an ownership interest in the Lot. Any attempt to make a prohibited transfer or retention of such rights shall be null and void.
- c) Notwithstanding any provision in this Declaration to the contrary, the Developer shall be entitled to one membership and one vote for each Lot owned by the Developer.

3.03 VOTING.

- a) The vote, appurtenant to each lot, shall be cast as a whole (in person or by proxy) by the Lot Owner or any Co-Owner. Fractional votes will not be allowed; and if Co-Owners of a Lot do not agree on how the vote shall be cast or if a fractional vote is attempted, the right to vote on the matter in question shall be forfeited by such Owners. The Association may treat any Co-Owner of a Lot or the proxy of any such Co-Owner as duly authorized to vote for all Co-Owners of that Lot.
- b) There shall be no cumulative voting for election of officers or on any other matters. All decisions and actions of the Association except as otherwise specifically provided for in this Declaration, shall be by a majority of the votes present and entitled to be cast.
- c) A Lot Owner shall not be entitled to vote on a matter if a lien exists for any General or Special Assessment against the Lot or if there are any other amounts due from the Lot Owner.
- d) Proxies shall be valid only for the particular meeting or time period designated in the proxy, unless sooner revoked, and must be filed with the Secretary at or before the appointed time of the meeting.

3.04 MEMBERSHIP LIST: NOTICES.

- a) The Association shall maintain a current Membership List. Each Lot Owner shall furnish the information necessary for the Association to maintain such Membership List.

- b) All notices required to be given to a Lot Owner shall be deemed to have been duly given: at the time of personal delivery to the Lot Owner or the Home of the Lot Owner; or 48 hours after mailing within the State of Wisconsin by regular or certified mail to the Lot Owner's mailing address shown in the Membership List. Notice to one Co-Owner of a Lot shall be deemed effective notice to all other Co-Owners of such Lot.

3.05 ASSOCIATION MEETINGS.

- a) Written notice of all meetings of the Association stating the time, place, and purpose for which the meeting is called shall be given by the President or Secretary to each Lot Owner not less than 5 nor more than 30 days prior to the date of such meeting; provided, however, that notice of any meeting may be waived in writing before or after the meeting.
- b) The annual meeting of the Association shall be held in November of each year for the purpose of electing officers and transacting any other business authorized to be transacted by the Association. The ACB shall select the specific date, time and place of the annual meeting for a given year and shall furnish written notice to each Lot Owner in accordance with Section 3.05(a). The calendar year shall be the fiscal year of the Association.
- c) Special meetings of the Association shall be held whenever called by the President or two officers; however, such meetings must be called upon receipt by the President of a written request signed by Owners with one-third or more of all votes entitled to be cast.
- d) A quorum for meetings necessary to conduct Association business shall consist of Lot Owners, present in person or by proxy, representing a majority of all votes entitled to be cast.
- e) The act of a majority of the votes at any meeting at which a quorum is present shall be the act of the Association, unless a greater percentage is required under this Declaration.
- f) If a quorum is not present at a meeting, no business of the Association shall be transacted; however, the majority of votes present (in person or by proxy) may adjourn the meeting from time to time without further notice if such adjourned meeting at which a quorum is present is held within 15 days of the meeting originally noticed. If a quorum is present at such an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

3.06 POWERS OF THE ASSOCIATION.

- a) Without limitation, the Association shall have the following powers in addition to any others, which may be necessary or incidental to performance of all duties or powers of the Association specified in this Declaration:
- 1) To levy and enforce payment of General and Special Assessments on the Lots and against Lot Owners;
 - 2) To enforce this Declaration;
 - 3) To purchase, sell and convey Lots (including the improvements thereon) incident to foreclosure of a lien for any assessments and to acquire real estate as additional Common Area;
 - 4) To enter and execute contracts, deeds, mortgages and documents on behalf of the Association which relate to any Common Area or improvements therefore;
 - 5) To incur indebtedness on behalf of the Association and to execute drafts and other negotiable instruments;
 - 6) To employ the services of any person, firm, or corporation to maintain the Common Areas, or to construct, install, repair or rebuild improvements thereon;
 - 7) To acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Association for the operation of the Association;
 - 8) To commence, prosecute, defend or be a party to any suit, hearing or proceeding (whether administrative, legislative or judicial) involving the enforcement of this Declaration or otherwise involving the exercise of any powers, duties or obligations of the Association;
 - 9) To adopt Rules and Regulations for the management, operation, use and enjoyment of the Common Areas, including fines or penalties which may be enforceable by Special Assessment against any Lot Owner or his/her family or guests violating such Rules or Regulations; and
 - 10) To own the Common Areas and exercise all other powers necessary to maintain the Common Areas, administer the Stewardship Program and operate the Association for the mutual use and enjoyment of all Lot Owners.
 - 11) To purchase insurance as determined by the ACB for the Common Areas including but not limited to liability insurance for the subdivision.

- b) The President, together with one other officer of the Association, is empowered to negotiate, execute and enter contracts, agreements and other undertakings or documents of any kind on behalf of the Association necessary or incidental to exercise of any powers or obligations of the Association or of the ACB under this Declaration.

3.07 ARCHITECTURAL CONTROL BOARD.

- a) All Officers of the Association then in office shall be members of the Architectural Control Board (“ACB”) and no other person may be a member of the ACB. Each member of the ACB shall serve and hold office until a successor is elected or appointed to such office.
- b) The ACB shall initially consist of person(s) appointed by Developer as President, Secretary, Treasurer and Vice President of the Association to hold office until successors are appointed by the Developer or elected by the Association. Except for officers appointed by the Developer, a person must be a Lot Owner or Co-Owner of a Lot in order to be eligible to serve as an officer and member of the ACB.
- c) Any officer and member of the ACB (other than an officer appointed by Developer) may be removed from office with or without cause at any regular or special meeting of the Association by a majority vote of all Lot Owners and a successor may then be elected at that meeting to fill the vacancy thus created or at a special meeting thereafter called for that purpose. Developer may remove any officer appointed by Developer at any time and Developer may then appoint a successor.
- d) Vacancies in any officer position and on the ACB (caused other than by removal under Section 3.07 (c) above) and newly created officer positions resulting from an increase in the number of officers shall be filled by a majority vote of the officers then in office and each person so elected shall serve until a successor is either appointed by Developer or elected at the next annual meeting of the Association.
- e) An annual meeting of the ACB shall be held immediately after the annual meeting of the Association. No notice of the annual meeting of the ACB shall be required.
- f) Regular meetings of the ACB shall be held at such times and places as the ACB determines by resolution to be appropriate and no notice of regular meetings thereafter shall be required.
- g) Special meetings of the ACB may be called by any officer on three (3) days prior notice to each officer, given orally or in writing.
- h) Before, at, or after any meeting of the ACB, any officer may (in writing) waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice.

- i) For all meetings of the ACB, a quorum necessary to transact business shall consist of a majority of the officers and the act of such majority shall be the act of the ACB. If there is less than a quorum present at any meeting of the ACB, no business shall be transacted; however, the majority of those present may adjourn the meeting from time to time without further notice if such adjourned meeting at which a quorum is present is held within 15 days of the meeting originally schedules. If a quorum is present at an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.
- j) Any action of the ACB authorized under this Declaration may be taken upon the unanimous consent of all officers without a meeting.
- k) The ACB may require that some or all officers and/or employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds, the premiums for which shall be paid for by the Association as a common expense.

3.08 OFFICERS.

- a) The Officers of the Association shall be:
 - 1) A President, who shall be the chief executive officer of the Association and a member of the Board ; be responsible for the proper execution of the business and affairs of the Association (subject to the control of the Board); preside at all meetings of the Association and the Board; have the authority to appoint various committees; have all the general powers and duties usually vested in the Office of President, as well as such other powers and duties as may be prescribed from time to time by resolution of the Association.
 - 2) A Secretary, who shall: be a member of the Board; keep the minutes of all meetings of the Board and of the Association; have charge of all the Association's books and records; maintain the Membership List and keep it current; have charge of delivering all notices and approvals on behalf of the Board and the Association; and, in general, perform all duties incident to the office of Secretary, together with such other powers and duties as may be prescribed from time to time by resolution of the Association.
 - 3) A Treasurer, who shall: be a member of the Board; be responsible for the Association's funds and assets; keep complete and accurate accounts of all receipts and disbursements, financial records, and books of accounts; deposit all monies in the name and to the credit of the Association in depositories as may from time to time be designated by the Board; assess and collect all General and Special Assessments made by the Board; and exercise such other powers and duties as may be prescribed from time to time by resolution of the Association.

- 4) One or more Vice Presidents (not to exceed four at any one time), the number of which shall be determined by resolution of the Association; however, it is not required that the Association have one or more Vice Presidents. A Vice President, in addition to serving on the Board, shall have such other powers, duties and restrictions as may be prescribed from time to time by resolution of the Association.
- b) All officers shall be elected annually by the Association if not subject to appointment by Developer. Each officer shall hold office until a successor is duly elected or until death, resignation, or removal, whichever first occurs. No person may hold two or more offices at any one time, except that officers appointed by Developer may hold any number of offices.

3.09 MANAGEMENT OF ASSOCIATION BY THE BOARD.

- a) The Association and its business, activities, and affairs shall be managed by the Board (which shall consist of all the officers of the Association). The Board shall exercise and perform, in addition to the powers, duties and obligations specified in this Declaration for the Board, all powers, duties and obligations of the Association (except to the extent this Declaration may otherwise expressly require the prior vote of the Association on a particular matter). Notwithstanding any other provision of this Declaration to the contrary, Developer shall be entitled to appoint all officers of the Association until such time as 80 percent of all present and future platted Lots in the Subdivision have been sold and fee simple title conveyed by Developer (at which time, all officers of the Association shall be elected by the members of the Association).
- b) The Board may appoint committees consisting of one or more Lot Owners to make recommendations to the Board or the Association on any matter.
- c) No person shall receive any payment for services rendered as an officer of the Association or as a member of any committee unless specifically authorized by prior resolution of the Association. The Board may reimburse out-of-pocket expenses incurred by an officer or committee member in the performance of his/her duties.
- d) No officer and no member of any board (either the Board of Directors or the ACB) or of any committee appointed by the Association shall be liable to any Lot Owner or to any other party including the Association for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such officer, board or committee member provided such person acted in good faith, without willful or intentional misconduct.
- e) All decisions of the Board on any matter (including, without limitation, decisions under Section 2.03) shall be enforceable against any Lot Owner if made in a good faith exercise of the judgment or discretion of its members so long as such decision is not clearly in conflict with the express provisions of this Declaration. Any Lot

Owner or other person seeking to avoid, set aside or challenge any such decision of the ACB shall have the burden of proof to establish that such standards were not met at the time the decision was made.

3.10 COMMON EXPENSES AND ASSESSMENTS AGAINST LOTS AND LOT OWNERS.

- a) The Board shall pay or arrange for payment for all costs, expenses and liabilities incurred by the Association out of the proceeds of assessments, which shall be made against the Lot Owners and their Lots. The Board may, at any time, levy assessments for such purposes against the Lot Owners and their lots, other than the Developer and Lots owned by the Developer. The Developer shall not be responsible at any time for any assessments, General, Special or otherwise.
- b) "Special Assessments" may be made and levied by the Board against a particular Lot Owner (other than the Developer) and his, her or their Lot (without levying against other Lots) for:
 - 1) Costs and expenses (anticipated or incurred) for cleanup or repair of damage to Common Areas caused by or at the direction of the Lot Owner, owner's builder, landscape contractor or the family or guests of the Lot Owner;
 - 2) Costs, expenses and actual attorneys fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce this Declaration against the Lot Owner;
 - 3) Interest due on General or Special Assessments; and
 - 4) All other costs and expenses anticipated or incurred by the Association, which are subject to Special Assessments as provided under this Declaration.
- c) "General Assessments" may be made and levied by the Board equally against each Lot Owner (other than the Developer) and his, her or their Lot for the following "common expenses" which may be anticipated, incurred or paid by the Association for:
 - 1) Maintenance, repairs, upkeep or operation of the Entry Landscaping, Common Areas, Stewardship Plan, tree preservation areas of the Landscape Preservation Agreement, detention pond, and any additional Common Areas (such as any contiguous real estate) as may be acquired by the association;
 - 2) Any insurance maintained by the Association;

- 3) Taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association;
- 4) All costs and expenses for the operation and administration of the Association, including legal, accounting and management fees and other costs incident to the exercise of any of its powers or obligations;
- 5) Costs and expenses for additional improvements to Common Areas beyond those installed by Developer;
- 6) All items subject to Special Assessment which have not been collected from a Lot Owner at the time payment of such item is due, provided that upon collection of the Special Assessment from that Lot Owner, all other Lot Owners shall receive an appropriate adjustment, reimbursement or credit on future General Assessments, as the ACB may determine, for payments made under this paragraph;
- 7) All damages, costs, expenses and attorney fees incurred in, or in anticipation of, any suit or proceeding (whether administrative, legislative or judicial) which are not otherwise collected by Special Assessment;
- 8) Costs and expenses of services, if any, made available to all Lots and/or for any Common Areas;
- 9) All other costs and expenses declared to be common expenses under this Declaration.

The General Assessments for all common expenses shall be levied equally against each Lot not owned by the Developer.

- d) The Association shall maintain separate books and records for General and Special Assessment accounts of the Lot Owners, as may be necessary, provided that all funds received from either assessment may be commingled and thereafter disbursed to pay any costs or expenses incurred by the Association which would be subject to General or Special Assessment.

The Board shall determine the estimated expenses of the Association and prepare an annual operating budget in order to determine the amount of the annual General Assessments necessary to meet the estimated common expenses of the Association for the ensuing year and shall furnish a copy to each Lot Owner or one of the Co-

3.11 PAYMENT OF ASSESSMENTS.

- a) Each Lot Owner shall promptly pay, when due, all General and Special Assessments levied by the Board against such Owner and his, her or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent assessment(s). All assessments shall become due as the Board may determine appropriate (in a lump sum or in installments with or without interest). Time is of the essence with respect to all payments.
- b) All Co-Owners of a Lot shall be jointly and severally liable for all General and Special Assessments levied against the Lot, regardless of the type of tenancy, estate or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise).
- c) Notwithstanding any other contrary provisions of this Declaration, a General Assessment equal to \$1,200 for each Lot shall be due and payable yearly, on January 1 of each year, by each Lot Owner, other than the Developer, prorated from the date following acquisition of the Lot by the lot Owner. A late fee of \$25.00 shall be assessed against each Lot Owner for each month or part of a month such Lot Owner shall be delinquent in the payment of the annual payment. The amount of the General Assessment, as well as the due date for payment thereof may be adjusted from time to time as determined by the Board, but shall not be adjusted until all of the Lots of the Subdivision have been sold by the Developer. An initial General Assessment of \$1,000 is due at closing to fund operating expenses of the Homeowners Association.

3.12 DELINQUENT ASSESSMENTS: INTEREST, LIEN AND COLLECTION.

- a) All General and Special Assessments which are not paid when due: shall bear interest at 12 percent per annum or at such other maximum rate as may then be permitted by law until the assessment is paid in full; shall constitute a lien on the Lot; and shall be collectible and enforceable by the Board (in its own name or the name of the Association) by suit against the Lot Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorney's fees for collection.
- b) The Association (through the Board) shall have the exclusive right and power to collect or enforce collection of all General and Special Assessments levied by the Board and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising there from. The Association may bring an action of law against any Lot Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Board shall have the right at any time to notify all Lot Owners within the Subdivision of the delinquency of any Lot Owner.

3.13 RULES AND REGULATIONS.

- a) The Association may from time to time adopt or change rules or regulations (hereafter “Rules or Regulations”) governing the operation, maintenance and use of the Common Areas by the Lot Owners and their respective families and guests. Such Rules or Regulations shall be designed to facilitate and encourage the peaceful use and enjoyment of the Common Areas by the Lot Owners and their respective families, without unduly interfering with the peaceful use and enjoyment of the surrounding Lots. All Lot Owners, lessees, licensees, invitees, other occupants, and guests of any Lot in the Subdivision shall abide by all such Rules and Regulations. Paragraph 1.03 (f) defines permitted uses of the Common Areas.
- b) A violation of any Rule or Regulation shall be a violation of this Declaration and may be enforced in the same manner as any other term or provision of the Declaration or as otherwise may be designated in the Rule or Regulation, including without limitation the imposition of forfeitures, penalties, or other charges against the Lot Owner, which shall be collectible by Special Assessment against the Lot and Lot Owner.

3.14 LOT OWNER’S LACK OF AUTHORITY TO BIND ASSOCIATION.

No Lot Owner (other than the officers of the Association) shall have any authority to act for the Association or the other Lot Owners, as agent or otherwise, nor to bind the Association or the other Lot Owners to contracts, negotiable instruments or other obligations or undertakings of any Kind.

3.15 SERVICE OF PROCESS.

Service of process upon the Association for all matters shall be made upon the President of the Association or such legal counsel as the Association may designate to receive service of process by recording such designation with the Register of Deeds for Ozaukee County, Wisconsin.

3.16 ENFORCEMENT OF DECLARATION: NO REVERSION OF TITLE.

- b) The Association (through the Board) shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of this Declaration and any Rules or Regulations adopted by the Association, except that any Lot Owner may proceed, at such Lot Owner’s expense, to enforce any such terms, conditions or provisions (other than for collection of assessments against Owners of other Lots) if the Association fails to take such action within 60 days following a written request by such Lot Owner for the Association to do so. Any Lot Owner violating any of the terms, conditions or provisions of this Declaration or any Rules or Regulations shall pay all costs, expenses and actual attorney’s fees incurred by the Association or by a prosecuting Lot Owner. Neither the Association nor the Board

shall be subject to any suit or claim by any Lot Owner for failure of the Association or the Board to take any action requested by such Lot Owner against another Lot Owner.

- c) Each remedy set forth in this Declaration and/or in Rules or Regulations shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Association or the Board to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances (except as provided in Section 2.03(c) unless a written waiver is obtained from the Board.
- d) Under no circumstances shall any violation of this Declaration or of any Rule or Regulation result in any reverted or reversion of title to any Lot.

EXPANSION OPTION

4.01 EXPANSION OPTION.

Developer expressly reserves the option and right, for themselves and any successor or assignee of Developer, but not the obligation, to expand the Subdivision; and, subject to this Declaration, to submit to the Declaration and add to the Subdivision, all or any portion of the Additional Property, including any improvements thereon. Except as contained in this Section 4.01, there are no limitations upon this option to expand.

- (a) The Additional Property, when and if added to the Subdivision, shall be subject to all of the terms, conditions and provisions of this Declaration.
- (b) If the option to expand is exercised, Lots added to the Subdivision by an Expansion Amendment, shall become liable for Common Expenses as provided in Section 3.10 of this Declaration. Each lot added pursuant to an Expansion Amendment shall be allocated one vote in the association.

MISCELLANEOUS

5.01 RESERVATION BY DEVELOPER OF RIGHT TO GRANT EASEMENTS.

Developer hereby reserves the right to grant and convey easements to the City and/or to any public or private utility company upon, over, through or across those portions of any Lot in the Subdivision within 10 feet of any lot line for purposes of allowing the City or utility company to furnish gas, electric, water, sewer, cable television or other utility service to any Lot(s) or through any portions of the Subdivision or for purposes of facilitating drainage of storm or surface water within or through the Subdivision. Such easements may be granted

by Developer, in its own name and without the consent or approval of any Lot Owner, until such time as Developer has conveyed legal title to all Lots platted or to be platted in the Subdivision to persons other than a successor-Developer.

5.02 SEVERABILITY.

The invalidity or unenforceability of any term, condition or provision of this Declaration shall in no way affect the validity or enforceability of any other term, condition, or provision of this Declaration, all of which shall remain in full force and effect.

5.03 COVENANTS RUN WITH LAND.

All terms, conditions and provisions of this Declaration (and as may be amended) shall constitute covenants running with the land.

5.04 AMENDMENTS TO DECLARATION.

This Declaration may be amended by recording in the office of the Register of Deeds for Ozaukee County, Wisconsin, a document to that effect executed by the owners of at least 67 percent of all Lots in the Subdivision, and their mortgages, with all signatures duly notarized. Such amendment shall become effective only upon recording. Notwithstanding the foregoing provisions of this Section 5.04, Developer may amend this Declaration without the consent of any of the Lot Owners solely to effect an expansion of The Preserve at Glen Oaks to include contiguous parcels of real estate as may be acquired by Developer from time to time.

5.05 TERM OF DECLARATION.

This Declaration (and any amendments) shall be binding for a period of 20 years (from the date the Declaration is recorded) upon all Lot Owners and any other persons claiming under or through the Developer. Upon the expiration date of such initial 20-year period, this Declaration shall be automatically renewed for a successive period of ten (10) years and thereafter for successive periods of ten (10) years upon the expiration date of the prior renewal period, unless there is recorded an instrument (executed by the Owners of at least 75 percent of all Lots in the Subdivision and their mortgages) terminating this Declaration, in which event this Declaration shall terminate upon the recording of such instrument of termination or expiration of the initial 20-year term, whichever occurs later.

5.06 DISCLAIMER.

Notwithstanding any other provision(s) of this Declaration, Developer is under no obligation to any Lot Owner to develop or plat at any time any portion(s) of the Subdivision not already platted as of the date of recording this Declaration. If

Developer fails to cause all such unplatted portions of the Subdivision to be duly platted within 5 years from the date of recording of this Declaration, Developer's exclusive right to appoint the officers of the Association shall terminate.

5.07 INTERPRETATION.

These Declarations shall be construed and interpreted in favor of restricting the use of each Lot consistent with the purposes hereof and any ambiguity shall be resolved against any Lot Owner who installs any Structure or engages in any activity not clearly authorized under these Declarations or approved in writing by the Board.

IN WITNESS HEREOF, this Declaration of Restrictions is executed by LAKESIDE DEVELOPMENT COMPANY (1986), Inc., a Wisconsin Corporation as Developer, as of the date first written above.

LAKESIDE DEVELOPMENT COMPANY (1986),
a Wisconsin Corporation

By: T. Zabjek
THOMAS ZABJEK PRESIDENT
(Print Name) (Title)

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

Personally came before me, this 20 day of October, 2005, the above-named Thomas A. Zabjek, to me known to be the President of LAKESIDE DEVELOPMENT COMPANY (1986) who executed the foregoing instrument and acknowledged the same on behalf of said company.

Marie E. Kaysen
Notary Public, State of Wisconsin
My Commission Expires: 2-17-08

This Instrument Was Drafted By
John M. Filachek
Chernov, Stern & Krings, S.C.
Two Plaza East Suite 1275
330 E. Kilbourn Avenue
Milwaukee, WI 53202

Following recording, this Instrument Should Be Returned to:
Lakeside Development Company (1986)
Attention: Marie E. Kaysen
Vice-President, Business Development
10033 N. PortWashington Road
Mequon, Wisconsin 53092
Tel: 262-241-2300

EXHIBIT A

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.

EXHIBIT B

Detention Pond Maintenance and Easement Agreement

DETENTION POND MAINTENANCE AND EASEMENT AGREEMENT

This Detention Pond Maintenance and Easement Agreement and related covenants (hereinafter "Agreement"), is made and entered into as of October 21, 2005, by and between Lakeside Development Co. (1986), ("Developer"), a Wisconsin corporation, and the City of Mequon ("City").

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

WHEREAS, Developer has subdivided the Property and desires to establish for the benefit of itself and the owners of the lots in the Property certain nonexclusive easements in, to, over, and across portions of the Property for two detention ponds and related facilities and a perpetual easement for the maintenance of the detention ponds and their related facilities; 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 upon plat and other approvals, and the parties have entered into a Development Agreement to insure, in part, compliance with such requirements; and

WHEREAS, Developer desires to make certain other covenants and agreements as hereinafter are more specifically set forth, in order to provide for compliance with such requirements now and in the future.

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 itself, its successors, and assigns, forever, a non-exclusive easement, for the benefit of the owners of the lots in the Property, located generally on and over portions of Lots 15, 16 and 17 and outlot 1, and depicted on sheet 2 of the Plat which is attached hereto as Exhibit A and incorporated herein by reference (the "Easement Area"), including the right and authority to construct, use, operate, maintain and repair (including reconstruction) two detention ponds and associated facilities, including but not limited to culverts, storm sewers, drainage ditches, other drainage facilities, tributary connections ("Stormwater Facilities"), and landscaping ("Landscaping") installed pursuant to the landscape plan approved by the City of Mequon dated March 10, 2005 ("Landscape Plan") in the Easement Area. Developer, its successors and assigns, agrees to maintain, at its sole expense, the detention ponds and associated facilities constructed in the Easement Area, such maintenance to include, but not be limited to, providing normal, usual and customary cleaning and maintenance which may include weed and algae control, bank stabilization, outlet structure (including trash rack), dredging, biological

control and maintenance of the Landscaping. Developer, its successors and assigns, shall be permitted to use such reasonable area outside of the Easement Area as is necessary for access to the easement area and maintenance of the Stormwater Facilities and the Landscaping. The City of Mequon is additionally granted the right of access to Outlot 1 and the Easement Area in order to inspect for compliance with maintenance of the Stormwater Facilities and maintenance or replacement of Landscaping, and in the event Developer, its successors or assigns fails to maintain the Stormwater Facilities or the Landscaping as required, the City of Mequon shall have the right, but not the responsibility, to enter the Easement Area, in a reasonable manner and at reasonable times, for the purpose of maintaining the Stormwater Facilities or the Landscaping. If the City of Mequon shall undertake to do such work, it shall then charge the same to all of the low owners/members of the Homeowners Association pursuant to §66.0627, Stats., including such charge as a lien and special tax on the property.

2. Repair and Maintenance.

2.1. Until responsibility for the perpetual maintenance, repair and recertification of the Storm Water Facilities shall have been transferred to an entity created or to be created by Developer as hereinafter described, Developer, its successors, and assigns, shall be responsible for repair, maintenance and recertification of the Stormwater Facilities.

2.2. 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 and recertification of the Storm Water Facilities according to the same performance standards to which they were constructed, such that they accommodate the maximum potential volumes of flow through and within the subdivision development, and meet applicable performance standards for storage and release.

2.3. If, in the opinion of the City Engineer of the City of Mequon, the Developer, its successors or assigns, including The Preserve at Glen Oaks Homeowners Association, fails to repair, maintain or recertify such Stormwater Facilities accordingly, the City may give the Developer, its successors or assigns written notice requiring that the failure be cured within thirty (30) days or such longer period of time as may be reasonably required or appropriate. If the Developer or its successors or assigns fails to comply with the demands of the notice, the City shall have the right to provide the required repair, maintenance or recertification, and to charge the cost thereof, including administrative charges, to all of the lots and outlots in The Preserve at Glen Oaks Subdivision (as the same may be replatted), a proportionate share of such charges, pursuant to Section 66.0627, Wisconsin Statutes.

3. Right to Assign.

Developer hereby reserves the right to assign to The Preserve at Glen Oaks Homeowner's Association, forever, the Agreement, including but not limited to the perpetual right to enter upon the real estate hereinafter described at any time that it may see fit, and construct, maintain, use and repair and recertify all Stormwater Facilities, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction, use and maintenance of said surface water drainage and/or underground pipe lines and mains. Notwithstanding its assignment of all its rights hereunder to The Preserve at Glen Oaks Homeowner's Association, in order to assure compliance with the covenants contained herein and the Development Agreement entered into between Developer and the City of Mequon, and plans approved by the City of Mequon, the Developer reserves, for itself, the right to enter the Easement Area to do all things necessary to repair, maintain and recertify the Stormwater Facilities.

4. Developer Reservations. Notwithstanding its assignment of all its rights hereunder to The Preserve at Glen Oaks Homeowner's Association, Developer hereby reserves for itself the right to tie into, and use any detention pond system as may be installed by Developer on Easement Area. Developer hereby represents, agrees, and warrants that the detention pond it installs, if any, shall be constructed, reconstructed, maintained, repaired, used and operated in accordance with all applicable laws, statutes, codes, ordinances, rules and regulations and that all inspections necessary for the completion of such installations will be undertaken as required. No Easement Area owner shall be entitled to compensation for such connection or use provided, however, that the cost of the installation, maintenance, and repair of said connection shall be born solely by Developer.

5. Easement Area Use. Developer hereby reserves to itself the right to make such use of the land included within the Easement Area (including without limitation, parking of vehicles on the surface thereof), subject to all governmental rules and regulations, as will not unreasonably disturb or interfere with such detention pond, storm sewer runoff or prevent ingress and egress thereto for the purposes of construction, operation, use, maintenance and repair (including reconstruction) thereof. Subject to all governmental rules and regulations, Developer reserves the right to cross and re-cross the Easement Area with other utility lines, pipes, wires and easements, parking and access easements, and may install paving, curb and gutter, landscaping, and signs on the Easement Area which are not inconsistent with the grant of the easement herein contained.

6. Liens. In the event any liens are filed against Easement Area, 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 this Agreement, Developer shall have the liens immediately discharged of record.

7. Indemnity. Developer, with respect to its activities performed until such time as responsibility for the maintenance, repair and recertification of the Storm Water Facilities shall have been transferred to the Preserve at Glen Oaks Homeowners Association pursuant to paragraphs 2.1 and 2.2 hereinabove, and thereafter, its successors

and/or assigns, with respect to its or their activities performed hereunder, shall defend, indemnify and save harmless the Easement Area owner(s), their 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 the activities of Developer, its agents, employees, licensees or contractors, their agents or employees; or (ii) directly arising out of any defaults hereunder; or (iii) directly arising out of or proximately resulting from the construction, maintenance, or repair of the Easement Area by Developer, or thereafter, by its assign, the Preserve at Glen Oaks Homeowners Association.

8. 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, Wisconsin 53092 or at such other address as specified in writing by Developer, its successors, or assigns.

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

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

11. Governing Laws. The laws of the State of Wisconsin shall apply to the Agreement.

12. 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.

13. Binding on Future Parties. The perpetual easement and all covenants and easements herein shall run with the land and shall inure to the benefit of and be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 20 day of October, 2005.

Lakeside Development Co. (1986)

By:



Thomas A. Zabjek, President

CITY OF MEQUON

By: Christine Nuernberg
Christine Nuernberg, Mayor

By: Lee Szymborski
Lee Szymborski, Clerk

STATE OF WISCONSIN)
)
OZAUKEE COUNTY)

Personally came before me this 20 day of October, 2005, the above-named Thomas A. Zabjek, , President of Lakeside Development Co. (1986), to me known to be the person who executed the foregoing instrument and acknowledged the same.

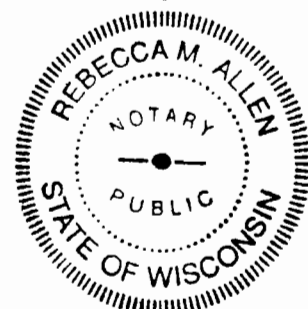
Maria E. Kaye
Notary Public, Ozaukee County, Wisconsin
My commission (expires) (is) 2-17-08.

STATE OF WISCONSIN)
)
OZAUKEE COUNTY)

Personally came before me this 21 day of October, 2005, the above-named Christine Nuernberg and Lee Szymborski, Mayor and Clerk of the City of Mequon respectively, to me known to be such officers and acknowledge that they executed the foregoing instrument in such capacity.

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

DRAFTED BY:

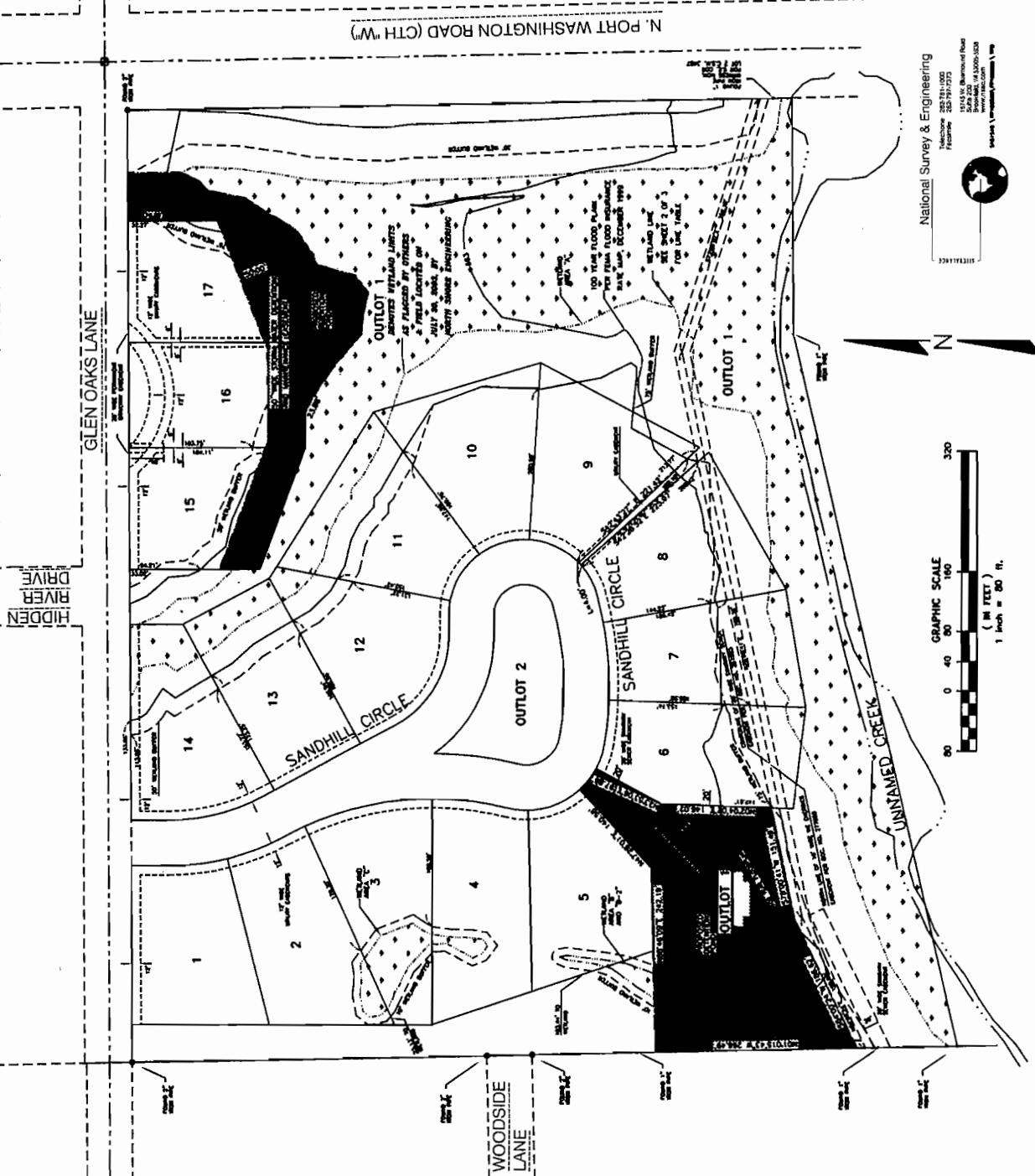


John M. Filachek
Chernov, Stern & Krings, SC
330 E. Kilbourn Ave., Suite 1275
Milwaukee, WI 53202
Phone: (414) 276-4080

EXHIBIT A

THE PRESERVE AT GLEN OAKS

A REVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 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 MEOGIN, OSHAUWEE COUNTY, WISCONSIN.



RESTRICTIONS:



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

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



INDICATES DETERMINED POND MAINTENANCE EASEMENT AREA

WETLAND LINE TABLE

LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	10.18	S87°20'00"W	L16	31.37	S82°15'00"W
L2	36.29	S87°20'00"W	L17	24.11	S82°15'00"W
L3	13.56	S87°20'00"W	L18	71.78	S87°15'00"W
L4	10.18	S87°20'00"W	L19	18.00	S87°15'00"W
L5	10.18	S87°20'00"W	L20	18.00	S87°15'00"W
L6	13.56	S87°20'00"W	L21	44.18	S87°15'00"W
L7	10.18	S87°20'00"W	L22	28.07	S87°15'00"W
L8	44.18	S87°20'00"W	L23	28.07	S87°15'00"W
L9	44.18	S87°20'00"W	L24	28.07	S87°15'00"W
L10	11.56	S87°20'00"W	L25	31.45	S87°15'00"W
L11	11.56	S87°20'00"W	L26	31.45	S87°15'00"W
L12	37.56	S87°20'00"W	L27	41.49	S87°15'00"W
L13	11.56	S87°20'00"W	L28	41.49	S87°15'00"W
L14	11.56	S87°20'00"W	L29	41.49	S87°15'00"W
L15	11.56	S87°20'00"W	L30	41.49	S87°15'00"W
L16	11.56	S87°20'00"W	L31	41.49	S87°15'00"W
L17	11.56	S87°20'00"W	L32	41.49	S87°15'00"W
L18	11.56	S87°20'00"W	L33	41.49	S87°15'00"W
L19	11.56	S87°20'00"W	L34	41.49	S87°15'00"W
L20	11.56	S87°20'00"W	L35	41.49	S87°15'00"W
L21	11.56	S87°20'00"W	L36	41.49	S87°15'00"W
L22	11.56	S87°20'00"W	L37	41.49	S87°15'00"W
L23	11.56	S87°20'00"W	L38	41.49	S87°15'00"W
L24	11.56	S87°20'00"W	L39	41.49	S87°15'00"W
L25	11.56	S87°20'00"W	L40	41.49	S87°15'00"W
L26	11.56	S87°20'00"W	L41	41.49	S87°15'00"W
L27	11.56	S87°20'00"W	L42	41.49	S87°15'00"W
L28	11.56	S87°20'00"W	L43	41.49	S87°15'00"W
L29	11.56	S87°20'00"W	L44	41.49	S87°15'00"W
L30	11.56	S87°20'00"W	L45	41.49	S87°15'00"W
L31	11.56	S87°20'00"W	L46	41.49	S87°15'00"W
L32	11.56	S87°20'00"W	L47	41.49	S87°15'00"W
L33	11.56	S87°20'00"W	L48	41.49	S87°15'00"W
L34	11.56	S87°20'00"W	L49	41.49	S87°15'00"W
L35	11.56	S87°20'00"W	L50	41.49	S87°15'00"W
L36	11.56	S87°20'00"W	L51	41.49	S87°15'00"W
L37	11.56	S87°20'00"W	L52	41.49	S87°15'00"W
L38	11.56	S87°20'00"W	L53	41.49	S87°15'00"W
L39	11.56	S87°20'00"W	L54	41.49	S87°15'00"W
L40	11.56	S87°20'00"W	L55	41.49	S87°15'00"W
L41	11.56	S87°20'00"W	L56	41.49	S87°15'00"W
L42	11.56	S87°20'00"W	L57	41.49	S87°15'00"W
L43	11.56	S87°20'00"W	L58	41.49	S87°15'00"W
L44	11.56	S87°20'00"W	L59	41.49	S87°15'00"W
L45	11.56	S87°20'00"W	L60	41.49	S87°15'00"W
L46	11.56	S87°20'00"W	L61	41.49	S87°15'00"W
L47	11.56	S87°20'00"W	L62	41.49	S87°15'00"W
L48	11.56	S87°20'00"W	L63	41.49	S87°15'00"W
L49	11.56	S87°20'00"W	L64	41.49	S87°15'00"W
L50	11.56	S87°20'00"W	L65	41.49	S87°15'00"W
L51	11.56	S87°20'00"W	L66	41.49	S87°15'00"W
L52	11.56	S87°20'00"W	L67	41.49	S87°15'00"W
L53	11.56	S87°20'00"W	L68	41.49	S87°15'00"W
L54	11.56	S87°20'00"W	L69	41.49	S87°15'00"W
L55	11.56	S87°20'00"W	L70	41.49	S87°15'00"W
L56	11.56	S87°20'00"W	L71	41.49	S87°15'00"W
L57	11.56	S87°20'00"W	L72	41.49	S87°15'00"W
L58	11.56	S87°20'00"W	L73	41.49	S87°15'00"W
L59	11.56	S87°20'00"W	L74	41.49	S87°15'00"W
L60	11.56	S87°20'00"W	L75	41.49	S87°15'00"W
L61	11.56	S87°20'00"W	L76	41.49	S87°15'00"W
L62	11.56	S87°20'00"W	L77	41.49	S87°15'00"W
L63	11.56	S87°20'00"W	L78	41.49	S87°15'00"W
L64	11.56	S87°20'00"W	L79	41.49	S87°15'00"W
L65	11.56	S87°20'00"W	L80	41.49	S87°15'00"W
L66	11.56	S87°20'00"W	L81	41.49	S87°15'00"W
L67	11.56	S87°20'00"W	L82	41.49	S87°15'00"W
L68	11.56	S87°20'00"W	L83	41.49	S87°15'00"W
L69	11.56	S87°20'00"W	L84	41.49	S87°15'00"W
L70	11.56	S87°20'00"W	L85	41.49	S87°15'00"W
L71	11.56	S87°20'00"W	L86	41.49	S87°15'00"W
L72	11.56	S87°20'00"W	L87	41.49	S87°15'00"W
L73	11.56	S87°20'00"W	L88	41.49	S87°15'00"W
L74	11.56	S87°20'00"W	L89	41.49	S87°15'00"W
L75	11.56	S87°20'00"W	L90	41.49	S87°15'00"W
L76	11.56	S87°20'00"W	L91	41.49	S87°15'00"W
L77	11.56	S87°20'00"W	L92	41.49	S87°15'00"W
L78	11.56	S87°20'00"W	L93	41.49	S87°15'00"W
L79	11.56	S87°20'00"W	L94	41.49	S87°15'00"W
L80	11.56	S87°20'00"W	L95	41.49	S87°15'00"W
L81	11.56	S87°20'00"W	L96	41.49	S87°15'00"W
L82	11.56	S87°20'00"W	L97	41.49	S87°15'00"W
L83	11.56	S87°20'00"W	L98	41.49	S87°15'00"W
L84	11.56	S87°20'00"W	L99	41.49	S87°15'00"W
L85	11.56	S87°20'00"W	L100	41.49	S87°15'00"W

National Survey & Engineering
 Telephone: 262-781-1000
 Fax: 262-781-7273
 1214 E. Barnwood Road
 Brookfield, WI 53008-1028
 www.nsewi.com

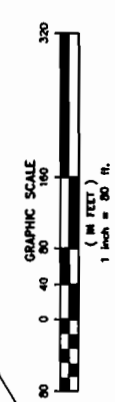


EXHIBIT B
Description of the Property

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.

EXHIBIT C

The Preserve at Glen Oaks Landscape Plan

EXHIBIT D

Declaration of Landscape Preservation and
Maintenance Easement Agreement

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 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.

12. Binding on Future Parties. The perpetual easement and all covenants and easements herein shall run with the land and shall inure to the benefit of and be binding upon the parties, their successors and assigns.

th
20 IN WITNESS WHEREOF, the undersigned have hereunto set their hands this day of October, 2005.

Lakeside Development Co. (1986)

By: T. Zabjek
Thomas A. Zabjek, President

STATE OF WISCONSIN)
)
OZAUKEE COUNTY)

Personally came before me this 20 day of October, 2005, the above-named Thomas A. Zabjek, President of Lakeside Development Co. (1986), to me known to be such officer and acknowledged that he executed the foregoing instrument as such officer as the deed of said corporation by its authority.

Marie E. Kaup
Notary Public, Ozaukee County, Wisconsin
My commission (expires) ~~(is)~~ 2-17-08.

CITY OF MEQUON

By: Christine Nuernberg
Christine Nuernberg, Mayor

By: Lee Szymborski
Lee Szymborski, Clerk

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.

Rebecca Allen
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

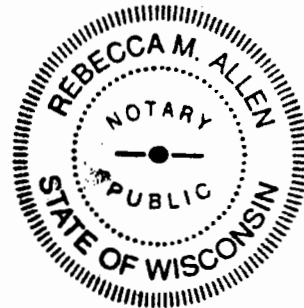


EXHIBIT B
Description of the Property

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.

EXHIBIT E

Intentionally Left Blank

EXHIBIT F

**Declaration of Restriction
Establishing Maximum Allowable Building Footprint
Relative to Lot Area**

DECLARATION OF RESTRICTION
ESTABLISHING MAXIMUM ALLOWABLE BUILDING FOOTPRINT
RELATIVE TO LOT AREA

This declaration of Restriction Establishing Maximum Allowable Building Footprint Relative to Lot Area is made this 21 day of October, 2005 by Lakeside Development Co. (1986) (hereinafter called "Developer")

WHEREAS, Developer owns certain real property situated in the City of Mequon, Oazukee County, Wisconsin, described in Exhibit B attached hereto and depicted in the Plat map attached hereto as Exhibit A and incorporated herein, which development is known as The Preserve at Glen Oaks (hereinafter, "the Property"); and

WHEREAS, Developer has subdivided the Property; and,

WHEREAS, upon approval of the final plat for the subdivision it will be a platted subdivision consisting of 17 lots and 2 outlots, Outlots 1 and 2 being designated as common areas to remain as open space; and,

WHEREAS, the City has, pursuant to its land divisions and zoning ordinances, and engineering standards regulating land development and design and performance standards associated therewith, imposed certain conditions upon plat and other approvals relating to building footprint as a percentage of lot area, and the parties have entered into a Development Agreement to insure, in part, compliance with such conditions; and,

WHEREAS, Developer desires to subject the lots as platted within the Subdivision, as depicted on the final plat for the Subdivision, to the restriction hereinafter set forth, for the benefit of the Subdivision as a whole and for the benefit of each Lot Owner.

DECLARATION OF RESTRICTION

NOW, THEREFORE, Developer hereby declares that the Property described on the attached Exhibit B and depicted on the attached Exhibit A and all Lots within such Property shall be used, held, transferred, sold and conveyed subject to the Restriction and Covenant hereinafter set forth, which shall inure to the benefit of and shall pass with each Lot as a restriction and covenant running with the land and shall apply to and bind all successors in interest, users and owners.

1. Size Restriction. No home shall be constructed upon any Lot in the Subdivision the footprint of which home, measured in square feet and including the footprint of the garage, shall exceed ten per cent (10%) of the total area of the subject Lot measured in square feet. Any departure from strict enforcement of the size restriction shall require the prior written approval of the Preserve at Glen Oaks Homeowners' Association and the City of Mequon.

2. Covenants and Restrictions Run With the Land. All terms, conditions and restrictions of this Declaration (and as may be amended) shall constitute covenants and restrictions running with the land.

STATE OF WISCONSIN)
) SS
OZAUKEE COUNTY)

Personally came before me this 21 day of Oct., 2005, the above-named Christine Nuernberg and Lee Szymborski, Mayor and Clerk of the City of Mequon respectively, to me known to be such officers and acknowledge that they executed the foregoing instrument in such capacity.

Rebecca Allen
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

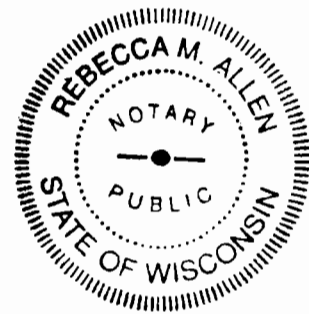


EXHIBIT A

THE PRESERVE AT GLEN OAKS

A REDVISION OF LOT 2 OF CERTIFIED SURVEY MAP NO. 3487 BEING A PART OF THE NORTH-EAST 1/4 OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 22 EAST, IN THE CITY OF MEDONA, OZAUKEE COUNTY, WISCONSIN.

SHEET 2 OF 3 SHEETS

HIDDEN RIVER DRIVE

GLEN OAKS LANE

WOODSIDE LANE

N. PORT WASHINGTON ROAD (CTH W)

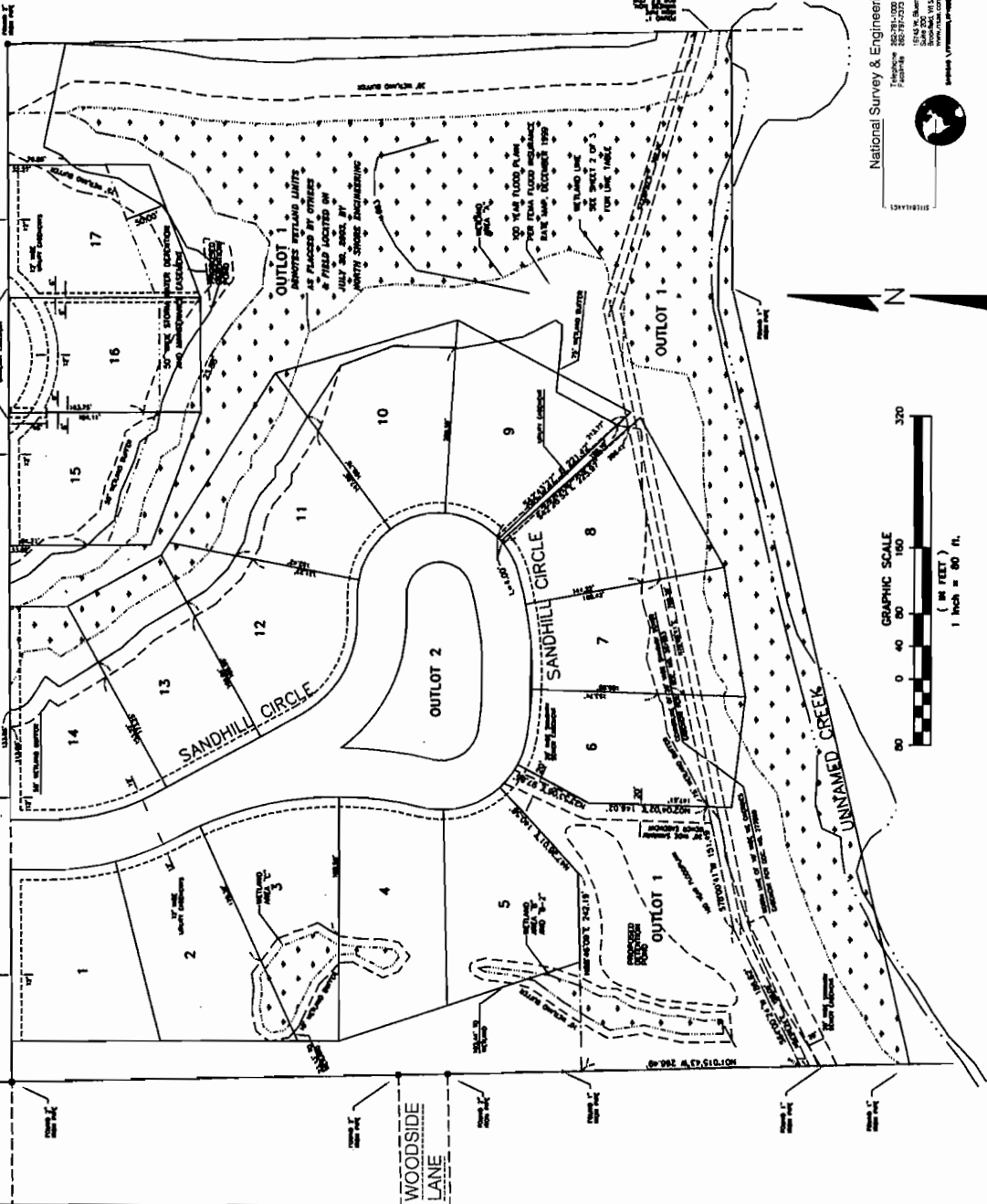
RESTRICTIONS:



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

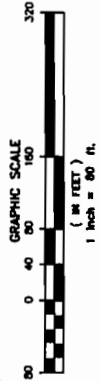
NO FILLING OR SIGNIFICANT GRADING IN THE 100 YEAR FLOODPLAIN
NO FILLING OR GRADING IN THE WETLAND BUFFER AREA

INDICATES STORMWATER EXHAUSTION AREA



WETLAND LINE TABLE

LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
1	10.24	S87°20'00"W	17	2.11	S88°21'00"E
2	15.79	S87°20'00"W	18	7.78	S88°21'00"E
3	13.54	S87°20'00"W	19	10.00	S88°21'00"E
4	10.87	S87°20'00"W	20	10.00	S88°21'00"E
5	13.24	S87°20'00"W	21	41.18	S88°21'00"E
6	44.85	S87°20'00"W	22	41.18	S88°21'00"E
7	44.85	S87°20'00"W	23	41.18	S88°21'00"E
8	44.85	S87°20'00"W	24	41.18	S88°21'00"E
9	44.85	S87°20'00"W	25	41.18	S88°21'00"E
10	44.85	S87°20'00"W	26	41.18	S88°21'00"E
11	44.85	S87°20'00"W	27	41.18	S88°21'00"E
12	44.85	S87°20'00"W	28	41.18	S88°21'00"E
13	44.85	S87°20'00"W	29	41.18	S88°21'00"E
14	44.85	S87°20'00"W	30	41.18	S88°21'00"E
15	44.85	S87°20'00"W	31	41.18	S88°21'00"E
16	44.85	S87°20'00"W	32	41.18	S88°21'00"E
17	44.85	S87°20'00"W	33	41.18	S88°21'00"E
18	44.85	S87°20'00"W	34	41.18	S88°21'00"E
19	44.85	S87°20'00"W	35	41.18	S88°21'00"E
20	44.85	S87°20'00"W	36	41.18	S88°21'00"E
21	44.85	S87°20'00"W	37	41.18	S88°21'00"E
22	44.85	S87°20'00"W	38	41.18	S88°21'00"E
23	44.85	S87°20'00"W	39	41.18	S88°21'00"E
24	44.85	S87°20'00"W	40	41.18	S88°21'00"E
25	44.85	S87°20'00"W	41	41.18	S88°21'00"E
26	44.85	S87°20'00"W	42	41.18	S88°21'00"E
27	44.85	S87°20'00"W	43	41.18	S88°21'00"E
28	44.85	S87°20'00"W	44	41.18	S88°21'00"E
29	44.85	S87°20'00"W	45	41.18	S88°21'00"E
30	44.85	S87°20'00"W	46	41.18	S88°21'00"E
31	44.85	S87°20'00"W	47	41.18	S88°21'00"E
32	44.85	S87°20'00"W	48	41.18	S88°21'00"E
33	44.85	S87°20'00"W	49	41.18	S88°21'00"E
34	44.85	S87°20'00"W	50	41.18	S88°21'00"E
35	44.85	S87°20'00"W	51	41.18	S88°21'00"E
36	44.85	S87°20'00"W	52	41.18	S88°21'00"E
37	44.85	S87°20'00"W	53	41.18	S88°21'00"E
38	44.85	S87°20'00"W	54	41.18	S88°21'00"E
39	44.85	S87°20'00"W	55	41.18	S88°21'00"E
40	44.85	S87°20'00"W	56	41.18	S88°21'00"E
41	44.85	S87°20'00"W	57	41.18	S88°21'00"E
42	44.85	S87°20'00"W	58	41.18	S88°21'00"E
43	44.85	S87°20'00"W	59	41.18	S88°21'00"E
44	44.85	S87°20'00"W	60	41.18	S88°21'00"E
45	44.85	S87°20'00"W	61	41.18	S88°21'00"E
46	44.85	S87°20'00"W	62	41.18	S88°21'00"E
47	44.85	S87°20'00"W	63	41.18	S88°21'00"E
48	44.85	S87°20'00"W	64	41.18	S88°21'00"E
49	44.85	S87°20'00"W	65	41.18	S88°21'00"E
50	44.85	S87°20'00"W	66	41.18	S88°21'00"E
51	44.85	S87°20'00"W	67	41.18	S88°21'00"E
52	44.85	S87°20'00"W	68	41.18	S88°21'00"E
53	44.85	S87°20'00"W	69	41.18	S88°21'00"E
54	44.85	S87°20'00"W	70	41.18	S88°21'00"E
55	44.85	S87°20'00"W	71	41.18	S88°21'00"E
56	44.85	S87°20'00"W	72	41.18	S88°21'00"E
57	44.85	S87°20'00"W	73	41.18	S88°21'00"E
58	44.85	S87°20'00"W	74	41.18	S88°21'00"E
59	44.85	S87°20'00"W	75	41.18	S88°21'00"E
60	44.85	S87°20'00"W	76	41.18	S88°21'00"E
61	44.85	S87°20'00"W	77	41.18	S88°21'00"E
62	44.85	S87°20'00"W	78	41.18	S88°21'00"E
63	44.85	S87°20'00"W	79	41.18	S88°21'00"E
64	44.85	S87°20'00"W	80	41.18	S88°21'00"E
65	44.85	S87°20'00"W	81	41.18	S88°21'00"E
66	44.85	S87°20'00"W	82	41.18	S88°21'00"E
67	44.85	S87°20'00"W	83	41.18	S88°21'00"E
68	44.85	S87°20'00"W	84	41.18	S88°21'00"E
69	44.85	S87°20'00"W	85	41.18	S88°21'00"E
70	44.85	S87°20'00"W	86	41.18	S88°21'00"E
71	44.85	S87°20'00"W	87	41.18	S88°21'00"E
72	44.85	S87°20'00"W	88	41.18	S88°21'00"E
73	44.85	S87°20'00"W	89	41.18	S88°21'00"E
74	44.85	S87°20'00"W	90	41.18	S88°21'00"E
75	44.85	S87°20'00"W	91	41.18	S88°21'00"E
76	44.85	S87°20'00"W	92	41.18	S88°21'00"E
77	44.85	S87°20'00"W	93	41.18	S88°21'00"E
78	44.85	S87°20'00"W	94	41.18	S88°21'00"E
79	44.85	S87°20'00"W	95	41.18	S88°21'00"E
80	44.85	S87°20'00"W	96	41.18	S88°21'00"E
81	44.85	S87°20'00"W	97	41.18	S88°21'00"E
82	44.85	S87°20'00"W	98	41.18	S88°21'00"E
83	44.85	S87°20'00"W	99	41.18	S88°21'00"E
84	44.85	S87°20'00"W	100	41.18	S88°21'00"E



National Survey & Engineering
 Telephone: 262.791.0200
 Fax: 262.791.0275
 1240 W. Burnham Road
 Brookfield, WI 53005-5500
 American Veterinary Association

THIS INSTRUMENT WAS DRAFTED BY GREGORY A. KURZ, WISCONSIN REGISTERED LAND SURVEYOR S-1346

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.

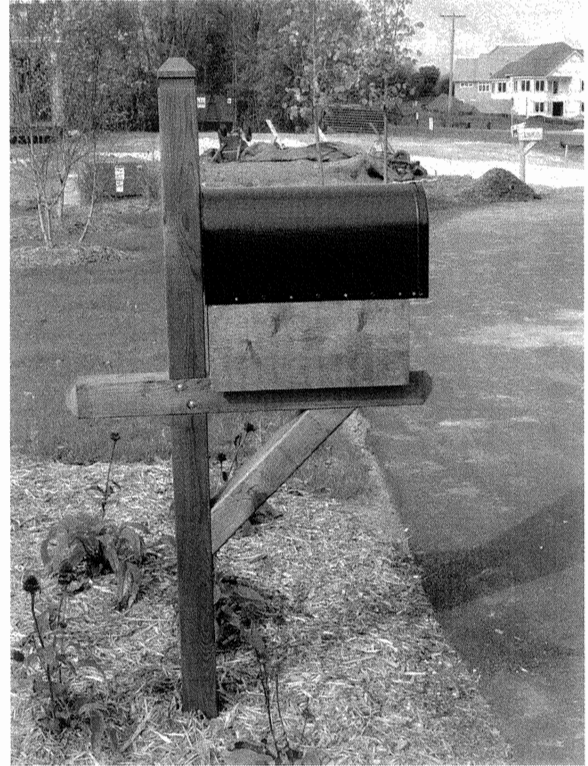
EXHIBIT G

Approved Lamp Post And Mailbox



Approved Lamp Post and Pole:

Maxim Lighting Model #1005BK
With matching pole



Approved Mailbox:

Custom Cedar post and paper box
With black USPS approved mailbox