

1803603

DOCUMENT NO.

DECLARATION OF
MAINTENANCE AGREEMENT
POLO POINT SUBDIVISION

BROWN COUNTY
REGISTER OF DEEDS
CATHY WILLIQUETTE

2001 APR -3 P 3:22

THIS DECLARATION OF MAINTENANCE AGREEMENT (the "Declaration") is hereby made and established as of the 1st day of January 2001, by Polo Points, LLC, a Wisconsin limited liability company (hereinafter the "Developer").

RECITALS

WHEREAS, Developer owns all those lands located in the Town of Hobart, Brown County, Wisconsin, as legally described on Exhibit A attached hereto (the "Land");

WHEREAS, Developer intends to develop the Land as a residential subdivision containing approximately one hundred twenty-eight (128) lots known as "POLO POINT SUBDIVISION" (the "Subdivision") as described on Exhibit A; and

WHEREAS, Developer has entered into a contract for the upkeep and maintenance of the lawns, grounds and common areas of all the Land (except dedicated streets and utilities), for the benefit of the Subdivision as a whole and for the benefit of each Lot Owner; and

WHEREAS, Developer desires to subject all of the Land to the terms and conditions of the maintenance contract it has entered into to provide lawn care, yard maintenance and snow removal for the entire subdivision as currently platted and as additions are platted in the future.

DECLARATION

NOW, THEREFORE, DEVELOPER hereby declares that the real estate described on the attached Exhibit A (except for dedicated streets and utilities), shall be used, held, leased, transferred, sold and conveyed subject to the conditions, restrictions, and terms 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.

SERVICES PROVISIONS

1.01 Polo Point, LLC, its successors and assigns, shall arrange, contract for, and provide for lawn care, yard maintenance and snow removal services on a regular basis for every lot in Polo Point Subdivision.

1.01.1 "Lawn Care" shall consist of mowing, trimming, fertilizing, weed control, seasonal upkeep, removal of grass clippings and leaves, all as to the extent determined necessary by the Developer and/or it's assigns. "Lawn Care" shall not include watering of yards.

1.01.2 "Snow Removal" shall consist of plowing of private driveways and shoveling or snowblowing of private walkways for each residence. All services for snow removal shall be done at the frequency determined in the reasonable discretion of the Developer and/or it's assigns as the weather may dictate. Snow Removal shall not include salting or sanding of driveways or walkways.

THIS SPACE RESERVED FOR RECORDING DATA

20-06

NAME AND RETURN ADDRESS
Schober & Ulatowski, S.C.
P.O. Box 1780
Green Bay, WI 54305-1780

BAY TITLE

12-46893