Document Number

# DECLARATION OF JAMESTOWN EAST CONDOMINIUM

DOC#: 944489

Recorded
AUG. 27, 2002 AT 10:30AM
DOROTHY C. GONNERING
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: $133.00

Recording Area 133.62

Name and Return Address
O'Meara Law Firm, LLP
622 Elm Street
P. O. Box 348
West Bend, WI 53095

T011-0171; T011-0168; T011-0158; T011-0154-00F
Parcel Identification Number (PIN)

This Document Drafted By:
Attorney Karen M. Christianson, State Bar No. 1012594
O'Meara Law Firm, LLP
622 Elm Street
P. O. Box 348
West Bend, WI 53095-0348
Tel: (262) 334-2331
Fax: (262) 334-8042
E-Mail: christianson@omearalawfirm.com

Information Professionals Co., Fond du Lac, WI
800-655-2021

# DECLARATION OF
# JAMESTOWN EAST CONDOMINIUM

**Town of Trenton, Washington County, Wisconsin**

## TABLE OF CONTENTS


| | | | Page Number |
|---|---|---|---|
| **ARTICLE I - ESTABLISHMENT** | | | |
| Section 1.01 | - | Intent | 1 |
| Section 1.02 | - | Name and Address | 1 |
| Section 1.03 | - | Description of Land | 1 |
| Section 1.04 | - | Condominium Plat | 2 |
| Section 1.06 | - | Developer's Agreement | 2 |
| **ARTICLE II - CONDOMINIUM BUILDINGS** | | | |
| Section 2.01 | - | Location of Buildings | 2 |
| Section 2.02 | - | Identification System | 2 |
| Section 2.03 | - | Number of Buildings, Etc. | 2 |
| **ARTICLE III - CONDOMINIUM UNITS** | | | |
| Section 3.01 | - | Number of Units | 2 |
| Section 3.02 | - | Unit Defined | 3 |
| Section 3.03 | - | Description of Units | 3 |
| Section 3.04 | - | Unit Fixtures | 3 |
| Section 3.05 | - | Unit Identification System | 3 |
| Section 3.06 | - | Completion of Units | 3 |
| Section 3.07 | - | Unit Modification | 4 |
| **ARTICLE IV - COMMON ELEMENTS AND FEATURES** | | | |
| Section 4.01 | - | Description | 4 |
| Section 4.02 | - | Percentage Interest | 4 |
| Section 4.03 | - | Transfer of Common Elements | 4 |
| Section 4.04 | - | Partition of Common Elements | 5 |
| **ARTICLE V - LIMITED COMMON ELEMENTS** | | | |
| Section 5.01 | - | Limited Common Elements | 5 |
| Section 5.02 | - | Transfers | 5 |
| **ARTICLE VI - REPAIRS AND MAINTENANCE** | | | |

| | | | |
|---|---|---|---|
| Section 6.01 | - | Common Elements | 5 |
| Section 6.02 | - | Individual Units | 6 |
| Section 6.03 | - | Limitations On Changes | 6 |
| Section 6.04 | - | Entry for Repairs | 6 |
| Section 6.05 | - | Lawn Care and Snow Removal | 6 |

**ARTICLE VII - ASSESSMENTS FOR COMMON EXPENSES**

| | | | |
|---|---|---|---|
| Section 7.01 | - | Purpose of Assessments | 6 |
| Section 7.02 | - | Common Expenses | 7 |
| Section 7.03 | - | Share of Common Expenses | 7 |
| Section 7.04 | - | Special Charges | 7 |
| Section 7.05 | - | Annual Assessments | 7 |
| Section 7.06 | - | Common Surpluses | 8 |
| Section 7.07 | - | Special Assessments | 8 |
| Section 7.08 | - | Uniform Rate of Assessment | 8 |
| Section 7.09 | - | Covenant to Pay | 8 |
| Section 7.10 | - | Liability for Assessments | 8 |
| Section 7.11 | - | Lien for Assessments | 9 |
| Section 7.12 | - | Priority of Lien | 9 |
| Section 7.13 | - | Enforcement of Lien | 9 |
| Section 7.14 | - | Additional Remedies | 10 |

**ARTICLE VIII - COVENANTS ON USE AND OCCUPANCY**

| | | | |
|---|---|---|---|
| Section 8.01 | - | Use of Premises | 10 |
| Section 8.02 | - | Construction Activities | 10 |
| Section 8.03 | - | Prohibited Activities and Signs | 10 |
| Section 8.04 | - | Use of Common Elements | 11 |
| Section 8.05 | - | Fences and Structures Regulated | 11 |
| Section 8.06 | - | Pets and Animals | 11 |
| Section 8.07 | - | Motor Vehicles | 11 |
| Section 8.08 | - | Commercial and Recreational Vehicles | 11 |
| Section 8.09 | - | Nuisances | 11 |
| Section 8.10 | - | Insurance and Safety Hazards | 11 |
| Section 8.11 | - | Roof Structures | 12 |
| Section 8.12 | - | Accessory Structures | 12 |
| Section 8.13 | - | Leasing of Units | 12 |
| Section 8.14 | - | Unoccupied Units | 12 |
| Section 8.15 | - | WDNR Chapter 30 Permit Restrictions | 12 |

**ARTICLE IX - REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS**

| | | | |
|---|---|---|---|
| Section 9.01 | - | Compliance Required | 12 |
| Section 9.02 | - | Emergency Entry for Abatement | 12 |
| Section 9.03 | - | Legal Remedies | 12 |

**ARTICLE X - INSURANCE**

| | | | |
|---|---|---|---|
| Section 10.01 | - | Insurance by Association | 13 |
| Section 10.02 | - | Assessment of Premiums | 13 |
| Section 10.03 | - | Coverage | 13 |
| Section 10.04 | - | Use of Proceeds | 14 |
| Section 10.05 | - | Insurance by Unit Owners | 14 |
| Section 10.06 | - | Limitation on Liability | 14 |

**ARTICLE XI - RECONSTRUCTION**

| | | | |
|---|---|---|---|
| Section 11.01 | - | Determination | 15 |
| Section 11.02 | - | Variances | 15 |
| Section 11.03 | - | Financing | 15 |

**ARTICLE XII - ASSOCIATION OF UNIT OWNERS**

| | | | |
|---|---|---|---|
| Section 12.01 | - | Legal Entity | 15 |
| Section 12.02 | - | Membership and Voting Rights | 15 |
| Section 12.03 | - | Powers of the Association | 15 |
| Section 12.04 | - | Meetings of the Association | 16 |
| Section 12.05 | - | Declarant Control | 76 |
| Section 12.06 | - | Indemnity of Association | 17 |

**ARTICLE XIII - EASEMENTS AND ENCROACHMENTS**

| | | | |
|---|---|---|---|
| Section 13.01 | - | Utility Repair Easements | 18 |
| Section 13.02 | - | Easements to Run with the Land | 18 |
| Section 13.03 | - | Encroachments | 18 |

**ARTICLE XIV - BUILDING CONSTRUCTION REQUIREMENTS**

| | | | |
|---|---|---|---|
| Section 14.01 | - | Type of Construction | 18 |
| Section 14.02 | - | Building Construction Materials | 18 |
| Section 14.03 | - | First Floor Elevation and Site Grading | 18 |
| Section 14.04 | - | Removal of Excess Ground | 19 |
| Section 14.05 | - | Surface Drainageways | 19 |
| Section 14.06 | - | Completion of Construction | 19 |
| Section 14.07 | - | Landscaping | 19 |

## ARTICLE XV - MUNICIPAL SERVICES


| | | | |
|---|---|---|---|
| Section 15.01 | - | Sewer and Water Charges | 19 |
| Section 15.02 | - | Property Taxes | 19 |


## ARTICLE XVI - MISCELLANEOUS PROVISIONS


| | | | |
|---|---|---|---|
| Section 16.01 | - | Notice to Mortgage Lenders | 20 |
| Section 16.02 | - | Covenants to Run with Land | 20 |
| Section 16.03 | - | Non-Waiver of Covenants | 20 |
| Section 16.04 | - | Waiver of Damages | 20 |
| Section 16.05 | - | Amendment of Declaration | 20 |
| Section 16.06 | - | Severability | 20 |
| Section 16.07 | - | Service of Process | 20 |

| | |
|---|---|
| Exhibit A | Unit Identification System |
| Exhibit B | WDNR Chapter 30 Permit |

# DECLARATION

## JAMESTOWN EAST CONDOMINIUM
## TOWN OF TRENTON, WISCONSIN

DECLARATION made pursuant to the Condominium Ownership Act of the State of Wisconsin, being Chapter 703 of the Wisconsin Statutes, by **Southeast Land Company, Inc.**, hereinafter referred to as "**Declarant**."

## ARTICLE I
## ESTABLISHMENT

**Section 1.01 - Intent.** The Declarant, by the execution and recording of this Declaration, intends that the land herein described, the buildings and improvements constructed or to be constructed thereon, and all easements, rights and appurtenances belonging thereto shall be subject to the condominium form of ownership and use in the manner provided by the Condominium Ownership Act of the State of Wisconsin (hereinafter the "Act"), the provisions of this Declaration and the By-Laws of the association of unit owners created under Article XII of this Declaration (hereinafter the "Association").

**Section 1.02 - Name and Address.** The name by which this condominium shall be known is "Jamestown East Condominium".

**Section 1.03 - Description of Land.**

The land which is the subject of this Declaration is described as follows:

Part of Lot 2 of Certified Survey Map No. 3140, recorded on October 21, 1987 in Volume 18, on pages 143-144, as Document No. 519482, EXCEPTING THEREFROM that portion described by deed in Volume 1002, on page 103, as Document No. 534162 and being part of the NE 1/4 of the SE 1/4 of Section 6, T11N, R20E, Town of Trenton, Washington County, Wisconsin.

Also, the SE 1/4 of the SE 1/4 of Section 6, T11N, R20E, Town of Trenton, Washington County, Wisconsin. EXCEPTING THEREFROM that portion described by Certified Survey Map No. 209, recorded March 17, 1969 in Volume 1, on page 330 as Document No. 306478.

Also, all of the NE 1/4 of the NE 1/4 of Section 7, T11N, R20E, Town of Trenton, Washington County, Wisconsin.

Also, all of Lot 1 of Certified Survey Map No. 3067, recorded on June 3, 1987 in Volume 17, on pages 282-284, as Document No. 512500, being part of the SE 1/4 of the NE 1/4, of Section 7, T11N, R20E, Town of Trenton, Washington County, Wisconsin.

**Section 1.04 - Condominium Plat.** The Declarant, contemporaneously with the recording of this Declaration, has filed for record in the office of the Register of Deeds for Washington County, a condominium plat entitled "Jamestown East Condominium", consisting of 6 sheets, certified on Aug 13, 2002, by James Elder, of Hubertus, Wisconsin. References herein to the "condominium plat" or "plat" shall be to said recorded plat.

**Section 1.05 - Condominium Plat Amendments.** The Declarant reserves the right, without Association or unit owner approval, to amend the condominium plat for the purpose of recording the actual location of any unit or any building or other common element improvement, the planned location of which was shown on the original plat, and for the purpose of recording the location of units created by the Declarant pursuant to Article XIV of this Declaration.

**Section 1.06 - Developer's Agreement.** The condominium property is subject to the terms and conditions of that certain Conditional Use Permit/Planned Unit Development Overlay Agreement, dated AUGUST 20, 2002, entered into by and between the Developer and the Town of Trenton and recorded on Aug. 27, 2002, in Volume NA of Records in the Washington County Registry at pages NA as Document No. 944488; it is sometimes referred to herein as the "PDO."

## ARTICLE II
## CONDOMINIUM BUILDINGS

**Section 2.01 - Location of Buildings.** The buildings are or will be located on the property described on the condominium plat.

**Section 2.02 - Identification System.** The condominium living units shall each be assigned a post office street address and Unit I.D. Number. The initial condominium units are as shown on the attached Exhibit A.

**Section 2.03 - Number of Buildings, Etc.** There shall be no more than 101 buildings on the property when the condominium is full expanded, having a total of not more than 101 living units, with no such units being larger than two (2) bedroom units. All units shall have a minimum of 1,440 square feet and an attached two car garage. In addition one well house and one well enclosure will be constructed.

## ARTICLE III
## CONDOMINIUM UNITS

**Section 3.01 - Number of Units.** The condominium, when completed and fully

expanded, will have no more than 101 units .

**Section 3.02 - Unit Defined**. A condominium unit is that portion of a building intended for private use and occupancy as a residential dwelling, consisting of one or more rooms or enclosed spaces on one or more levels and having outer boundaries formed:

(i) as to finished areas, by and including the exterior surface materials of the perimeter structural walls and roof; and

(ii) as to any unfinished areas (such as garage), by the following:

(a) upper boundaries shall be the roof;

(b) lower boundaries shall be the lower surface of the floor; and

(c) vertical boundaries shall be the vertical plane created by the outer surface of perimeter and structural walls.

Each unit includes its attached garage, windows, window frames, entry doors, door frames and unit fixtures. Each unit includes the 60' X 60' land area upon which the building is to be located as shown on the condominium plat and amendments filed pursuant to Section 1.05 of this Declaration, however, the land area outside of the building shall be maintained by the Association as a limited common element.

**Section 3.03 - Description of Units**. Each unit shall be a minimum of 1440 square feet and shall contain no more than two bedrooms. Each unit shall have at a minimum an attached two car garage and one-fourth of the exterior surface facing the street shall be brick or natural stone material.

**Section 3.04 - Unit Fixtures**. Improvements to a unit which are permanent in nature are unit fixtures. Typical unit fixtures include the following: interior non-load bearing walls, interior doors, window and door glass, cabinetry, electric wiring and lighting fixtures, wall to wall floor coverings, plumbing fixtures and pipes, heating and air conditioning systems, water heater, exhaust fans and such other built-in or permanent improvements or appliances which may be within the unit.

**Section 3.05 - Unit Identification System**. Each unit has a unit identification number and a post office address as shown in Exhibit A to this Declaration. The unit identification numbers shall be used and shall be legally sufficient for all conveyance purposes. When a conveyance affecting a unit occurs prior to the construction of a unit, the unit identification number shall be used and shall be legally sufficient to convey to the grantee the right to construct that unit in accordance with this Declaration.

**Section 3.06 - Completion of Units**. All units, whether owned by the Declarant or a successor to the Declarant, shall be constructed and completed within five (5)

years of the date this Declaration is recorded. Units not completed within at least five (5) years shall be removed from the condominium in accordance with the Act unless the time period is extended in accordance with the Act.

**Section 3.07 - Unit Modification**. The floor plan of a unit may be altered and the fixtures therein may be modified by a unit owner provided that such work is done in compliance with Section 6.03 of this Declaration.

## ARTICLE IV
## COMMON ELEMENTS AND FACILITIES

**Section 4.01 - Description**. The common elements and facilities of the condominium are all of its land, improvements and appurtenances, excluding the individual units as defined in Article III of this Declaration. The common elements include, without limitation, the following:

(1) the land described in Section 1.03 of this Declaration except those land areas included in the unit as described in Section 3.02;

(2) the electric, telephone, communication, gas, water, sanitary sewer and sewerage treatment facilities and other utility lines, laterals, conduits or pipes, whether located in-ground, above-ground or within building walls and which are not owned and maintained by a public or private utility company;

(3) the sidewalks, walkways, joint wells and septic pumping and treatment systems, storm water drainage system and detention basins;

(4) the lawn and landscape areas and improvements; and

(5) all other parts of the condominium necessary or convenient for the existence, maintenance and safety of the condominium or normally in common use by all unit owners;

**Section 4.02 - Percentage Interest**. Each unit owner shall have an undivided 1/101 interest in the common elements of the condominium as a tenant in common with the other unit owners of the condominium.

**Section 4.03 - Transfer of Common Elements**. The percentage interest of each unit owner in the common elements of the condominium shall not be separated from the unit to which it appertains and shall be deemed to be conveyed, leased or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

**Section 4.04 - Partition of Common Elements.** There shall be no partition of the common elements through judicial proceedings or otherwise unless this Declaration is terminated and the property is withdrawn from the terms of this Declaration and any statute of Wisconsin applicable to condominium ownership.

## ARTICLE V
## LIMITED COMMON ELEMENTS

**Section 5.01 - Limited Common Elements.** Certain common elements which are contiguous to a unit shall be known as limited common elements and shall be reserved for the exclusive use and benefit of the occupants of such units. They include, without limitation, the following:

(1) those common elements, if any, identified as limited common elements on the condominium plat;

(2) the electric, telephone, communication, gas, water, sewer and other utility lines, conduits or pipes from the utility or public easement;

(3) the walks and lighting thereof serving each unit, outside of the private street;

(4) shrubbery and other landscaping improvements which are located within the three (3) feet of the unit; and

(5) such other parts of the common elements necessary, convenient, appurtenant to or normally in common use by the occupants of a building; including forty-three and one-half (43.5) feet in the front yard, and one-half of the side yards between adjoining buildings and fifty (50) feet in the rear yard.

**Section 5.02 - Transfers.** The use of limited common elements shall not be separated from the unit to which such use appertains and shall be deemed transferred with the unit when it is leased, conveyed or encumbered, even though such interest is not expressly mentioned or described in the conveyance instrument.

## ARTICLE VI
## REPAIRS AND MAINTENANCE

**Section 6.01 - Common Elements.** The Association shall be responsible for the management, control, maintenance, repair and replacement of the common elements

(including the limited common elements) and shall cause the same to be kept in good, safe, clean, attractive and sanitary condition, provided, however, that the cost to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant may be charged in accordance with Section 7.04 of this Declaration. Notwithstanding the foregoing, each unit owner shall be responsible for the repair and maintenance of the plumbing fixtures and the sanitary sewer and water lines within the unit and outside of the unit to the point of the lateral connection to the distribution system for the unit. In addition the Association shall be responsible for lawn maintenance in that portion of the unit outside of the building envelope.

**Section 6.02 - Individual Units**. Each unit owner shall be responsible to maintain his or her unit in good order, condition and repair and in a clean, safe and sanitary condition. Further, each unit owner shall be responsible for the maintenance, repair and replacement of unit fixtures and the roof and siding of the unit.

**Section 6.03 - Limitations on Changes**. No unit owner shall alter the floor plan or otherwise modify his/her unit without first obtaining, during the period of Declarant control as defined in Section 12.05 of this Declaration, the written consent of the Declarant or thereafter, the written consent of the Association. Likewise, no unit owner shall make any alteration, change or improvement to common or limited common elements without such consent. A unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of a building or the safety of the property, or impair any easement.

**Section 6.04 - Entry for Repairs**. The Association shall have the right, at reasonable times and under reasonable conditions, to enter upon or across any unit in connection with the maintenance, repair or replacement of any common element, limited common element or area of association maintenance responsibility. Except in cases of emergency, the Association shall give prior notice to affected unit owners and occupants of its need to make entry. Such entry shall be with as little inconvenience to the unit occupants as practical and any damage caused thereby shall be repaired and restored by the Association and treated as a common expense.

**Section 6.05 - Lawn Care and Snow Removal**. The Association shall have the right to enter into contracts for maintenance of lawn and landscaping in the common areas and limited common areas and for snow removal on the streets and walkways.

## ARTICLE VII
## ASSESSMENTS FOR COMMON EXPENSES

**Section 7.01 - Purpose of Assessments**. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the condominium; to provide for the repair, maintenance, insurance and

improvement of the common elements; to provide for such emergency repairs as the Association may deem necessary; and to create reserve funds for the purposes authorized by this Declaration and the By-Laws.

**Section 7.02 - Common Expenses**. Common expenses are defined as follows:

(1) all sums lawfully assessed against the unit owners by the Association for the management, control, maintenance, repair and replacement of common elements;

(2) expenses declared common expenses by the Act, by this Declaration or the By-Laws;

(3) amounts determined by the Board of Directors to be collected and held from time to time as a reserve fund for the future acquisition, replacement or repair of common elements (including limited common elements such as landscaping improvements, septic system and water supply (well) system). The reserve fund shall accumulate from year to year in a non-lapsing account of the Association.

**Section 7.03 - Share of Common Expenses**. Each unit owner shall be responsible for the payment of that proportionate share of the common expenses reflected by the percentage interest in the common elements assigned to each unit by Section 4.02 of this Declaration; provided, however, that expenses incurred by the Association to repair any portion of the common elements damaged through the fault or negligence of a unit owner or occupant may be accounted for separately and be charged to the unit owner responsible therefor as a special charge.

**Section 7.04 - Special Charges**. Expenses incurred by the Association to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant and expenses incurred by the Association for the maintenance, repair or replacement of Limited common elements in accordance with Section 5.01 of this Declaration may be accounted for separately and be charged to the unit owners responsible therefore as a special charge. Penalties assessed by the Board of Directors for infractions of Association rules and regulations shall also be special charges.

**Section 7.05 - Annual Assessments**. The Association shall, as provided in the By-Laws, determine an annual budget for common expenses and fix an annual assessment which shall be paid by each unit owner on a monthly basis. Monthly payments not made when due shall render the unpaid annual assessment for such year delinquent and such amount shall be due and payable in full. The failure or delay of the Association to prepare the annual budget or to notify any unit owner of his/her assessment shall not constitute a waiver or release of such unit owner's obligation to pay his/her proportionate share of the common expenses whenever the same shall be determined; and in the event of such failure or delay of the Association to prepare the annual budget, each unit owner shall continue to pay the annual assessment at the then

existing rate until the new assessment is determined.

**Section 7.06 - Common Surpluses**. In the event of a common surplus at the end of any fiscal year, such surplus (excluding amounts held in the reserve fund) shall be credited to the unit owners' next annual assessments for common expenses in proportion to the percentage of interest for each unit established by Section 4.02 of this Declaration.

**Section 7.07 - Special Assessment**. In addition to the annual assessments the Association may, in the absence of sufficient reserve funds, levy special assessments for the purpose of defraying in whole or in part the cost of any construction, reconstruction, acquisition, replacement or repair of common elements, or to finance any underestimated, unusual or unpredicted cost. Such special assessment shall be levied and collected in the manner set forth in the By-Laws. The proceeds of a special assessment shall be collected, held and disbursed by the Association for the sole purpose for the which the same was levied.

**Section 7.08 - Uniform Rate of Assessment**. The annual assessments and any special assessments shall be levied at a uniform rate for all units for which an occupancy in accordance with the percentage interest established by Section 4.02 of this Declaration.

**Section 7.09 - Covenant to Pay.** In accordance with the statutory liability created by the Act, the owner of each unit, by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be conclusively deemed to have covenanted and agreed with every other unit owner and with the Association to pay to the Association all assessments and charges, regular or special, in accordance with the provisions of the Act, this Declaration and the By-Laws. Liability for assessments and charges may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments or charges are made.

**Section 7.10 - Liability for Assessments upon Conveyance.**

(1) In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments levied against the grantor for his or her share of the common expenses up to the time of the conveyance and for which a statement of condominium lien is filed as provided herein, without prejudice to the rights of the grantee to recover from the grantor the amount paid by the grantee for such assessments.

(2) Any grantee of a unit is entitled to a statement from the Association setting forth the amount of unpaid assessments against the grantor and the grantee is not liable for, nor shall the unit conveyed be subject to a lien which is not filed pursuant to Section 7.11 hereof for, any unpaid assessment against the grantor in excess of the amount set forth in the

statement. If the Association does not provide such statement within ten (10) business days after grantee's request, it shall be barred from claiming against the grantee under any lien which is not filed under Section 7.11 hereof prior to the request for the statement.

**Section 7.11 - Lien for Assessments.** All assessments, regular or special, and special charges levied pursuant to this Article, together with interest thereon and actual costs of collection, constitute a lien upon such unit and upon the undivided interest in the common elements appurtenant thereto, in favor of the Association, provided that a statement of lien is filed within two (2) years after the date on which the assessment becomes due. The Lien is effective against the unit at the time the assessment becomes due regardless of when within the two (2) year period it is filed. A statement of condominium Lien signed and verified by a director of the Association is filed in the land records in the office of the Clerk of Circuit Court of Washington County and shall contain the legal description of the unit, the name of the record owner thereof, the amount of assessment due and the period for which the assessment was due. Upon full payment of an assessment for which the lien is claimed, the unit owner shall be entitled to a fileable satisfaction of the lien.

**Section 7.12 - Priority of Lien.** Such lien shall be superior to all other liens and encumbrances on such unit, except only for:

(1) Liens of general and special taxes.

(2) All sums unpaid on a first mortgage recorded prior to the making of the assessment.

(3) Mechanic's liens filed prior to the making of the assessment.

(4) All sums unpaid on any veteran secondary mortgage loan made under Section 45.80 of the 1989 *Wisconsin Statutes*.

(5) A lien under Sections 292.31(8)(i), 292.41(6)(d) or 292.81 of the *Wisconsin Statutes*.

All other liens created after the date of the recording of this Declaration shall be inferior in priority to Liens of the Association for any assessment, whether or not so specifically set forth in the instruments creating such Liens.

**Section 7.13 - Enforcement of Lien.** A Lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as a foreclosure of mortgages on real property. An action to foreclose the lien must be initiated within three (3) years following the recording of the statement of condominium lien; provided, however, that no action may be brought except after ten (10) days prior written notice to the unit owner given by registered mail, return receipt requested, to the address of the unit owner shown on the books of the Association. The Association

(8) acquiring, painting, maintaining, replacing, repairing, operating and landscaping the common elements and such furnishings and equipment for the common elements as the Board of Directors shall determine are necessary and proper.

(9) any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation and use of the common elements.

(10) any amount necessary to discharge any lien or encumbrance levied against the condominiums, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the common elements rather than the interest of the owner of any individual unit.

## ARTICLE X
## AMENDMENTS

**Section 10.01 - Presentment.** Amendments to these By-Laws may be initiated and presented by the Board of Directors or any unit owner. Amendments must be submitted in writing to all unit owners at least ten (10) days prior to the annual or specified Association meeting at which they will be considered.

**Section 10.02 - Vote Required.** These By-Laws may be amended by the affirmative vote of unit owners having Sixty-seven Per Cent (67%) or more of the votes.

## MANAGEMENT OR EMPLOYMENT CONTRACTS

The Declarant has not entered into a contract for management of this property at this time.

**JAMESTOWN EAST CONDOMINIUM**
**OWNER'S ASSOCIATION, INC.**

## PROPOSED ANNUAL BUDGET

| | |
|---|---|
| Monthly Assessment Per Unit - $130.00 per month x 12 months = $1,560.00 per year x 101 units | $157,560.00 |

**Expenses:**

| | |
|---|---|
| Water System Maintenance | $ 15.00 |
| Sanitary Sewer System Maintenance | $ 35.00 |
| Maintenance of Grounds and Common Elements | $ 25.00 |
| Capital Improvement Reserve | $ 10.00 |
| Insurance | $ 5.00 |
| Snow Removal | $ 20.00 |
| Utilities (electric) | $ 10.00 |
| Legal and Accounting | $ 10.00 |

## RULES AND REGULATIONS

1. **OUTSIDE PARKING**. Parking on an occupant's driveway is reserved for that occupant or that occupant's guests. No trucks, recreation vehicles, trailers, boats, motorbikes or other commercial or recreational-type vehicle or vehicle bearing any commercial message shall be permitted to park overnight on a driveway except that recreational vehicles and snowmobiles may be parked for a maximum of 5 days in a 7 day period. Other than short-term parking (less than 6 hours in a 48-hour period) there shall be a maximum of two vehicles parked on a driveway. No vehicles maintenance of any type other than washing-waxing and emergency service shall be permitted on a driveway.

2. **GARBAGE AND REFUSE**. All garbage and refuse is to be placed in the carts provided by the Association or the waste hauler. Unit owners and occupants are responsible to remove from the property any materials which are not picked up. All refuse carts shall be stored in the garage of each unit except on collection day.

3. **ACCESSORY BUILDINGS AND STRUCTURES**. An accessory building not to exceed 200 square feet in size and constructed of the same materials as principal structure may be permitted by the Association. One satellite dish per unit, not to exceed 24 inches in diameter, may be attached to the exterior walls or roof of a unit.

4. **OUTDOOR ACTIVITIES**. The use of outdoor common areas for grilling, picnic and recreation purposes is permitted, provided that all grills, picnic equipment, lawn furniture and recreation equipment are stored within the unit when not being actively used. No grills, picnic equipment, lawn furniture or recreation equipment may be left out of doors overnight in the outdoor common areas.

5. **FLAMMABLES**. Storage of flammables (gas, propane, etc.) in separate containers (other than vehicle gas tanks) is not recommended inside a unit or its garage.

6. **"FOR SALE" SIGNS**. Signs offering a unit for sale shall be limited to one lawn sign not larger than 24" x 30".

7. **MOPEDS**. The owners or occupants of a unit shall not keep more than two mopeds on the condominium property and shall keep them in their garages when not in use.

8. **OWNER RESPONSIBILITY**. Unit owners are responsible for making certain that all unit occupants, guests and employees are aware of these rules and regulations and that they comply with them.

9. **PEACE AND ORDER**. All unit occupants and their guests shall conduct themselves, particularly when in common areas, in a manner which is respectful of the peaceful and quiet enjoyment of the condominium by the other occupants. All occupants and their guests shall also comply with all applicable laws and ordinances.

10. **ENFORCEMENT**. When Association has reason to believe there is noncompliance with rules and regulations within a unit, Association is permitted to enter that unit at reasonable hours of day when that unit occupant is present to verify compliance.

11. **PETS**. Pets are permitted subject to the following restrictions and limitations:

A. Birds in cages, fish and two dogs or two cats up to a limit of two dogs or cats per unit are permitted.

B. Pet waste matter shall be promptly removed and disposed of in a sanitary fashion by pet owners.

C. No pets may be left unattended overnight or for more than 10 hours at a time. No pet may be left unattended outdoors for more than one hour at a time.

The Board of Directors may order the temporary or permanent removal of any pet creating a nuisance or not kept in compliance with these rules and regulations.

# AFFIDAVIT OF CORRECTION

DOC# 1153138

Recorded
FEB. 27,2007 AT 01:10PM
SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Fee Amount: $13.00

13-2

O'Meara Law Firm LLP
622 Elm St. PO Box 348
West Bend, WI 53095

The Declaration of Jamestown East Condominium recorded on August 27, 2002, as Document No. 944489 in the office of the Register of Deeds of Washington County, is corrected as follows:

Exhibit A attached to the Declaration is corrected to show that the addresses for Units 52 through 59 have been changed to read as follows:

T011-0171;T011-0168; T011-0158; T011-0154-00F
Tax Parcel Numbers

| UNIT | POST OFFICE ADDRESS | TAX PARCEL NUMBER |
|---|---|---|
| 52 | 2122 John Court | T11-0518-052 |
| 53 | 2118 John Court | T11-0518-053 |
| 54 | 2114 John Court | T11-0518-054 |
| 55 | 2110 John Court | T11-0518-055 |
| 56 | 2109 John Court | T11-0518-056 |
| 57 | 2113 John Court | T11-0518-057 |
| 58 | 2117 John Court | T11-0518-058 |
| 59 | 2121 John Court | T11-0518-059 |

This correction affects all of the units of Jamestown East Condominium which is located in the Southeast Quarter of Section 6 and the Northeast Quarter of Section 7, Town 11 North, Range 20 East, Town of Trenton, Washington County, Wisconsin.

Dated this 21st day of February, 2007.

Karen M. Christianson

Karen M. Christianson, Affiant

DOC# 1153138

STATE OF WISCONSIN
SS
WASHINGTON COUNTY

Subscribed and sworn to before me this 21st day of February, 2007.

Patricia Bernhagen
Notary Public, Washington County, WI
My commission expires March 28, 2010.

This instrument drafted by:
Attorney Karen M. Christianson
West Bend, WI 53095

DOC# 1154637

Recorded
MAR. 15, 2007 AT 09:40AM
SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Fee Amount: $17.00

17-4

# AFFIDAVIT OF CORRECTION NO. 2

The Declaration of Jamestown East Condominium recorded on August 27, 2002, as Document No. 944489 in the office of the Register of Deeds of Washington County, and the Affidavit of Correction recorded on February 27, 2007, as Document No. 1153138 in the office of the Register of Deeds of Washington County, is corrected as follows:

Exhibit A entitled Unit Identification System, attached to the Declaration is not correct. It should be corrected to read as shown on the Exhibit A attached to this Affidavit of Correction No. 2.

O'Meara Law Firm LLP
622 Elm St. PO Box 348
West Bend, WI 53095

T011-0171;T011-0168; T011-0158; T011-0154-00F
Tax Parcel Numbers.

This correction affects all of the units of Jamestown East Condominium which is located in the Southeast Quarter of Section 6 and the Northeast Quarter of Section 7, Town 11 North, Range 20 East, Town of Trenton, Washington County, Wisconsin.

Dated this 7 day of March, 2007.

Karen M. Christianson

Karen M. Christianson, Affiant

STATE OF WISCONSIN
SS
WASHINGTON COUNTY

Subscribed and sworn to before me this 7 day of March, 2007.

Patricia Bernhagen

Patricia Bernhagen
Notary Public, Washington County, WI
My commission expires March 28, 2010

This instrument was drafted by
Attorney Karen M. Christianson,
West Bend, WI 53095

# EXHIBIT A
## UNIT IDENTIFICATION SYSTEM

| UNIT | POST OFFICE ADDRESS | TAX PARCEL NUMBER |
|---|---|---|
| 1 | 6731 Jamestown Drive | T11-0158-001 |
| 2 | 6741 Jamestown Drive | T11-0158-002 |
| 3 | 6751 Jamestown Drive | T11-0158-003 |
| 4 | 6763 Jamestown Drive | T11-0158-004 |
| 5 | 6777 Jamestown Drive | T11-0158-005 |
| 6 | 6779 Jamestown Drive | T11-0158-006 |
| 7 | 6791 Jamestown Drive | T11-0158-007 |
| 8 | 6797 Jamestown Drive | T11-0158-008 |
| 9 | 6803 Jamestown Drive | T11-0158-009 |
| 10 | 6809 Jamestown Drive | T11-0158-010 |
| 11 | 6815 Jamestown Drive | T11-0158-011 |
| 12 | 6821 Jamestown Drive | T11-0158-012 |
| 13 | 6827 Jamestown Drive | T11-0158-013 |
| 14 | 6833 Jamestown Drive | T11-0158-014 |
| 15 | 6839 Jamestown Drive | T11-0158-015 |
| 16 | 6845 Jamestown Drive | T11-0158-016 |
| 17 | 6851 Jamestown Drive | T11-0158-017 |
| 18 | 6857 Jamestown Drive | T11-0158-018 |
| 19 | 6863 Jamestown Drive | T11-0158-019 |
| 20 | 6869 Jamestown Drive | T11-0158-020 |
| 21 | 6875 Jamestown Drive | T11-0158-021 |
| 22 | 6881 Jamestown Drive | T11-0158-022 |
| 23 | 6887 Jamestown Drive | T11-0158-023 |
| 24 | 6895 Jamestown Drive | T11-0158-024 |
| 25 | 6901 Jamestown Drive | T11-0158-025 |
| 26 | 6905 Jamestown Drive | T11-0158-026 |
| 27 | 6909 Jamestown Drive | T11-0158-027 |
| 28 | 6911 Jamestown Drive | T11-0158-028 |
| 29 | 6915 Jamestown Drive | T11-0158-029 |
| 30 | 6919 Jamestown Drive | T11-0158-030 |
| 31 | 6923 Jamestown Drive | T11-0158-031 |
| 32 | 6926 Jamestown Drive | T11-0158-032 |
| 33 | 6922 Jamestown Drive | T11-0158-033 |
| 34 | 6918 Jamestown Drive | T11-0158-034 |
| 35 | 6914 Jamestown Drive | T11-0158-035 |
| 36 | 6910 Jamestown Drive | T11-0158-036 |
| 37 | 6906 Jamestown Drive | T11-0158-037 |
| 38 | 6902 Jamestown Drive | T11-0158-038 |
| 39 | 2122 Elder Drive | T11-0158-039 |
| 40 | 2118 Elder Drive | T11-0158-040 |

| | | |
|---|---|---|
| 41 | 2114 Elder Drive | T11-0158-041 |
| 42 | 2110 Elder Drive | T11-0158-042 |
| 43 | 2109 Elder Drive | T11-0158-043 |
| 44 | 2111 Elder Drive | T11-0158-044 |
| 45 | 2117 Elder Drive | T11-0158-045 |
| 46 | 2121 Elder Drive | T11-0158-046 |
| 47 | 6880 Jamestown Drive | T11-0158-047 |
| 48 | 6874 Jamestown Drive | T11-0158-048 |
| 49 | 6868 Jamestown Drive | T11-0158-049 |
| 50 | 6862 Jamestown Drive | T11-0158-050 |
| 51 | 6854 Jamestown Drive | T11-0158-051 |
| 52 | 2122 John Court | T11-0158-052 |
| 53 | 2118 John Court | T11-0158-053 |
| 54 | 2114 John Court | T11-0158-054 |
| 55 | 2110 John Court | T11-0158-055 |
| 56 | 2109 John Court | T11-0158-056 |
| 57 | 2113 John Court | T11-0158-057 |
| 58 | 2117 John Court | T11-0158-058 |
| 59 | 2121 John Court | T11-0158-059 |
| 60 | 6830 Jamestown Drive | T11-0158-060 |
| 61 | 2120 Mapledale Drive | T11-0158-061 |
| 62 | 2116 Mapledale Drive | T11-0158-062 |
| 63 | 2112 Mapledale Drive | T11-0158-063 |
| 64 | 2108 Mapledale Drive | T11-0158-064 |
| 65 | 2107 Mapledale Drive | T11-0158-065 |
| 66 | 2111 Mapledale Drive | T11-0158-066 |
| 67 | 2115 Mapledale Drive | T11-0158-067 |
| 68 | 2119 Mapledale Drive | T11-0158-068 |
| 69 | 6810 Jamestown Drive | T11-0158-069 |
| 70 | 6804 Jamestown Drive | T11-0158-070 |
| 71 | 6798 Jamestown Drive | T11-0158-071 |
| 72 | 6792 Jamestown Drive | T11-0158-072 |
| 73 | 6780 Jamestown Drive | T11-0158-073 |
| 74 | 6774 Jamestown Drive | T11-0158-074 |
| 75 | 6768 Jamestown Drive | T11-0158-075 |
| 76 | 6762 Jamestown Drive | T11-0158-076 |
| 77 | 6756 Jamestown Drive | T11-0158-077 |
| 78 | 6750 Jamestown Drive | T11-0158-078 |
| 79 | 6740 Jamestown Drive | T11-0158-079 |
| 80 | 6730 Jamestown Drive | T11-0158-080 |
| 81 | 6720 Jamestown Drive | T11-0158-081 |
| 82 | 6995 Barney Court | T11-0158-082 |
| 83 | 6991 Barney Court | T11-0158-083 |
| 84 | 6987 Barney Court | T11-0158-084 |
| 85 | 6983 Barney Court | T11-0158-085 |

| | | |
|---|---|---|
| 86 | 6979 Barney Court | T11-0158-086 |
| 87 | 6975 Barney Court | T11-0158-087 |
| 88 | 6971 Barney Court | T11-0158-088 |
| 89 | 6967 Barney Court | T11-0158-089 |
| 90 | 6963 Barney Court | T11-0158-090 |
| 91 | 6959 Barney Court | T11-0158-091 |
| 92 | 6955 Barney Court | T11-0158-092 |
| 93 | 6951 Barney Court | T11-0158-093 |
| 94 | 6954 Barney Court | T11-0158-094 |
| 95 | 6956 Barney Court | T11-0158-095 |
| 96 | 6960 Barney Court | T11-0158-096 |
| 97 | 6964 Barney Court | T11-0158-097 |
| 98 | 6984 Barney Court | T11-0158-098 |
| 99 | 6988 Barney Court | T11-0158-099 |
| 100 | 6992 Barney Court | T11-0158-100 |
| 101 | 6996 Barney Court | T11-0158-101 |

Pat/Jamestown East Exhibit A with parcel numbers

DOC#: 959293

Recorded
NOV. 21, 2002 AT 12:10PM
DOROTHY C. BONNERING
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: $15.00

AMENDMENT NO. 1 TO
DECLARATION OF
JAMESTOWN EAST
CONDOMINIUM

O'Meara Law Firm LLP
622 Elm St. PO Box 348
West Bend, WI 53095

153

T011-0171; T011-0168
T011-0158; T011-0154-00F
PARCEL IDENTIFICATION NUMBER

The Declaration of Jamestown East Condominium recorded on August 27, 2002, as Document No. 944489 in the office of the Register of Deeds of Washington County is amended as follows:

Section 2.03 is amended to read as follows:

**Section 2.03 - Number of Buildings, Etc.** There shall be no more than 101 buildings on the property when the condominium is full expanded, having a total of not more than 101 living units, with no such units being larger than two (2) bedroom units. All ranch style units shall have a minimum of 1,400 square feet. All other designs shall meet the minimum square footage of the Town of Trenton. Each unit shall have an attached two car garage. In addition one well house will be constructed.

Section 3.03 is amended to read as follows:

**Section 3.03. - Description of Units.** Each ranch style unit shall be a minimum of 1400 square feet and shall contain no more than two bedrooms. All other unit designs shall meet the minimum square footage of the Town of Trenton and shall have no more than two bedrooms. Each unit shall have at a minimum an attached two-car garage and one-fourth of the exterior surface facing the street shall be brick or natural stone material.

Section 4.01 (2) is amended to read as follows:

(2) the electric, telephone, communication, gas, water, sanitary sewer and sewerage treatment facilities and other utility lines, laterals, conduits or pipes, whether located in ground or above-ground, but not within the building walls of any unit and which are not owned and maintained by a public or private utility company;

Section 4.01 (3) is amended to read as follows:

(3) the walkways, water supply system and septic treatment systems, storm water drainage system and detention basins;

Section 5.01(5) is amended to read as follows:

(5) such other parts of the common elements necessary, convenient, appurtenant to or normally in common use by the occupants of a building; including forty-three and one-half (43.5) feet in the front yard, and one-half of the side yards between adjoining buildings and fifty (50) feet in the rear yard, provided that this area is within the sixty by sixty foot pad of each unit.

Section 6.05 is amended to read as follows:

**Section 6.05 - Lawn Care and Snow Removal.** The Association shall have the right to enter into contracts for maintenance of lawn and landscaping in the common areas and limited common areas and for snow removal on the streets, walkways and driveways.

Section 10.01 is amended to read as follows:

**Section 10.01 - Insurance by Association.** The Association shall obtain and continue in effect policies of insurance providing coverage for the condominium common area property against loss or damage by fire or other hazard and against liability claims. For purposes of this Declaration the term "condominium property" includes fixtures, improvements and alterations. The amount of protection and the types of hazards to be covered shall be reviewed and determined at least annually by the Board of Directors. The insurance provided by the Association shall not cover the individual unit. Each unit owner shall be required to insure the individual unit from all loss.

I, James W. Kieckhafer, Secretary of the Southeast Land Company, Inc., certify that the Southeast Land Company, Inc. Declarant and owner of 100% of the units voted to amend this declaration on 8-20-02.

Dated this 20 day of NOVEMBER, 2002

James W. Kieckhafer

James W. Kieckhafer, Secretary

Dated this 20th day of November, 2002.

SOUTHEAST LAND COMPANY, INC.

James Hess, President

STATE OF WISCONSIN
SS
WASHINGTON COUNTY

Personally appeared before me this 20 day of November, 2002, the above named James W. Kieckhafer, Secretary of the Southeast Land Company, Inc., to me known to be the person who signed the foregoing instrument and acknowledged the same.

Karen M. Christianson

Notary Public, Washington County, Wisconsin
My commission: is permanent

STATE OF WISCONSIN
SS
WASHINGTON COUNTY

Personally appeared before me this 20 day of November 2002, the above named James Hess, President of the Southeast Land Company, Inc., to me known to be the person who signed the foregoing instrument and acknowledged the same.

Karen M. Christianson

Notary Public, Washington County, Wisconsin
My commission:

This instrument drafted by
and return to:
Attorney Karen M. Christianson
State Bar No. 1012594
O'MEARA LAW FIRM LLP
West Bend, WI 53095

PAT\Jamestown East\Jamestown East Condo Amendment to Declaration Pg-2 etc.

DOC#: 1051304

Recorded
JUNE 03, 2004 AT 01:10PM
SHARON A. MARTIN
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: $17.00

AMENDMENT NO. 2 TO
DECLARATION OF
JAMESTOWN EAST
CONDOMINIUM

The Declaration of Jamestown East Condominium recorded on August 27, 2002, as Document No. 944489 in the office of the Register of Deeds of Washington County and as amended by Amendment No. 1 recorded November 21, 2002, as Document No. 959293 in the Office of the Register of Deeds of Washington County, is amended as follows:

Section 7.05, Annual Assessments, is amended by adding Subsection (b) Standby Charges. Notwithstanding any other provision of this Article the Declarant is not required to pay annual or special assessments under this Article for unoccupied units owned by the Declarant. The Declarant shall pay a standby charge of $10.00 per month per unit, or an amount equal to the Declarant's prorata share of actual association expenses, whichever is less.

O'Meara Law Firm LLP
622 Elm St. PO Box 348
West Bend, WI 53095

17-4

PARCEL IDENTIFICATION NUMBER

The standby charge shall accrue to each unit from the date an occupancy permit is issued for the unit by the government agency having jurisdiction issue such permits.

The legal description of the condominium is attached on Exhibit A.

I, Jon J. Kieckhafer, Secretary of Southeast Land Company, Inc. certify that the Southeast Land Company, Inc., Declarant, and owner of One Hundred (100) of the units voted to amend this Declaration on December 10, 2003.

Dated this 7th day of May, 2004.

Jon J. Kieckhafer, Secretary

Dated this 7th day of May, 2004.

James Hess, President

H:\Docs\O'Meara File System\S\So\Southeast Land Company Inc\Jamestown East Condominiums\Jamestown East Condominium Amendment 2 to Declaration Pg 1.doc

## AUTHENTICATION

Signatures of Jon J. Kieckhafer, Secretary, and James Hess, President, of Southeast Land Company, Inc., authenticated this 7th day of May, 2004.

Karen M. Christianson

Karen M. Christianson
TITLE: MEMBER STATE BAR OF WISCONSIN

This instrument drafted by
and return to:
Attorney Karen M. Christianson
State Bar No. 1012594
O'MEARA LAW FIRM LLP
West Bend, WI 53095

H:\Docs\O'Meara File System\S\So\Southeast Land Company Inc\Jamestown East Condominiums\Jamestown East Condominium Amendment 2 to Declaration Pg 2.doc

# CONSENT OF MORTGAGE HOLDER

The **STATE BANK OF NEWBURG**, BY John H. Isselman, its President, hereby approves the Amendment No. 2 of the Declaration of Jamestown East Condominium.

Dated this 25th day of May, 2004.

John H. Isselman, Pres.
John H. Isselman

STATE OF WISCONSIN
SS
WASHINGTON COUNTY

Personally appeared before me this 25th day of May, 2004, the above named John H. Isselman of State Bank of Newburg, to me known to be the person who signed the foregoing instrument and acknowledged the same.

Jonathan Isselman
Notary Public, Washington County, Wisconsin

My commission 6-24-07

H:\Docs\O'Meara File System\S\So\Southeast Land Company Inc\Jamestown East Condominiums\Jamestown East Consent of Mortgage Holder.doc

DOC# 1051304

EXHIBIT A

Part of Lot 2 of Certified Survey Map No. 3140, recorded on October 21, 1987 in Volume 18, on pages 143-144, as Document No. 519482, EXCEPTING THEREFROM that portion described by deed in Volume 1002, on page 103, as Document No. 534162 and being part of the NE 1/4 of the SE 1/4 of Section 6, T11N, R20E, Town of Trenton, Washington County, Wisconsin.

Also, the SE 1/4 of the SE 1/4 of Section 6, T11N, R20E, Town of Trenton, Washington County, Wisconsin. EXCEPTING THEREFROM that portion described by Certified Survey Map No. 209, recorded March 17, 1969 in Volume 1, on page 330 as Document No. 306478.

Also, all of the NE 1/4 of the NE 1/4 of Section 7, T11N, R20E, Town of Trenton, Washington County, Wisconsin.

Also, all of Lot 1 of Certified Survey Map No. 3067, recorded on June 3, 1987 in Volume 17, on pages 282-284, as Document No. 512500, being part of the SE 1/4 of the NE 1/4, of Section 7, T11N, R20E, Town of Trenton, Washington County, Wisconsin.

1308272

# AFFIDAVIT OF CORRECTION

RECORDED
June 20, 2012 1:10 P.M.
SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Fee Amount: $25.00

The undersigned Drafter of the Declaration for Jamestown East Condominium states that:

The Declaration of Jamestown East Condominium recorded on August 27, 2002, as Document No. 944489 in the office of the Register of Deeds of Washington County, contained an error in Exhibit A attached to the Declaration in that the tax parcel number for 6751 Jamestown Drive was incorrect and units 24-38 are on Jamestown Court, not Jamestown Drive.

Exhibit A attached to the Declaration is corrected to show the correct Tax Parcel Number for Unit 3, and correted Post Office Addresses for Units 24 through 38 as follows:

Karen M. Christianson
O'Meara Law Firm LLP
622 Elm Street
West Bend, WI 53095

T011-0171;T011-0168;T011-0158;
T011-0154-00F
Tax Parcel Numbers

| UNIT | POST OFFICE ADDRESS | TAX PARCEL NUMBER |
|---|---|---|
| 3 | 6751 Jamestown Drive | T11-0158-003 |
| 24 | 6895 Jamestown Court | |
| 25 | 6901 Jamestown Court | |
| 26 | 6905 Jamestown Court | |
| 27 | 6909 Jamestown Court | |
| 28 | 6911 Jamestown Court | |
| 29 | 6915 Jamestown Court | |
| 30 | 6919 Jamestown Court | |
| 31 | 6923 Jamestown Court | |
| 32 | 6926 Jamestown Court | |
| 33 | 6922 Jamestown Court | |
| 34 | 6918 Jamestown Court | |
| 35 | 6914 Jamestown Court | |
| 36 | 6910 Jamestown Court | |
| 37 | 6906 Jamestown Court | |
| 38 | 6902 Jamestown Court | |

Dated this 18 day of June, 2012.

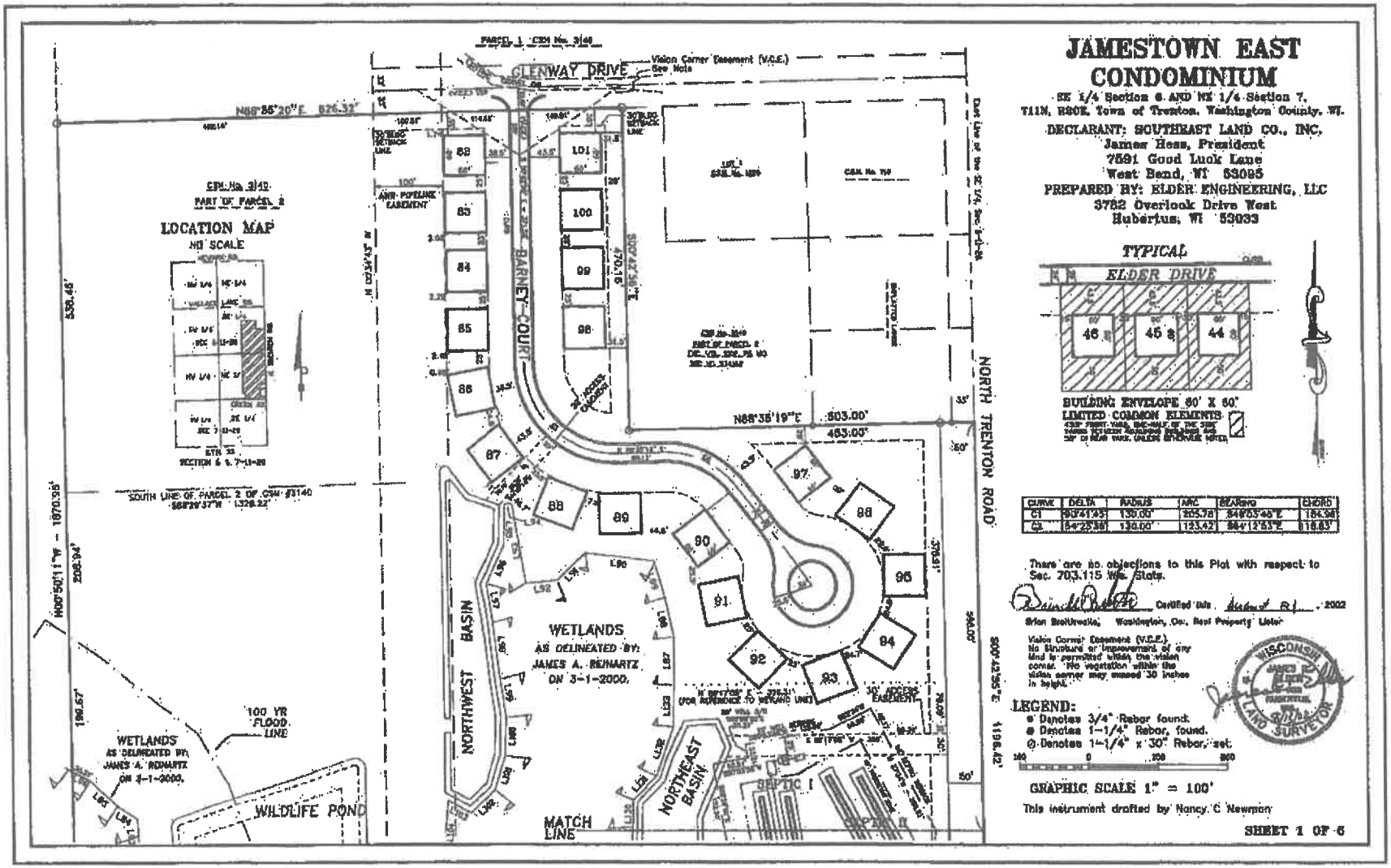
Karen M. Christianson

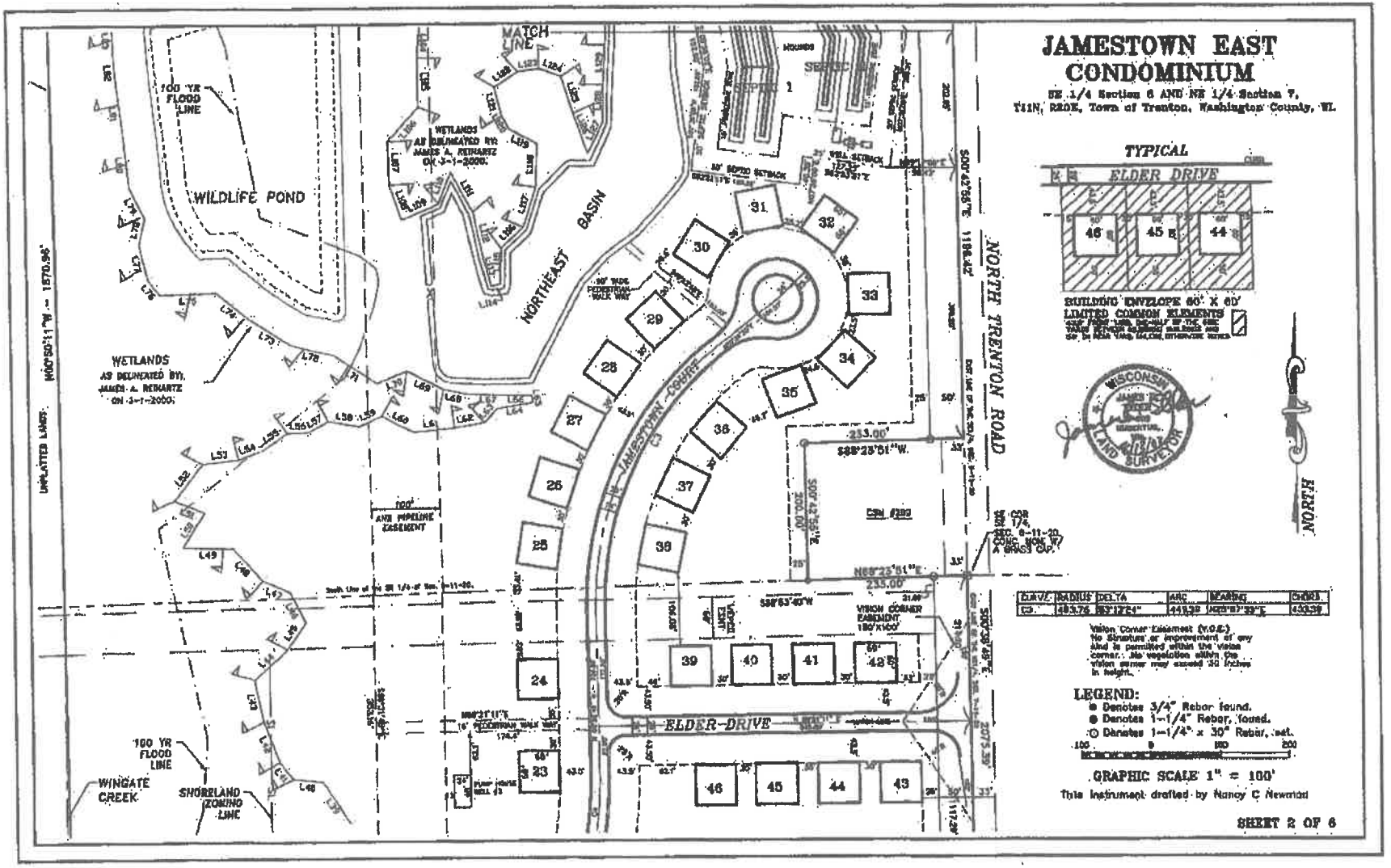
Karen M. Christianson, Drafter

LINDA A. NEUY NOTARY STATE OF WISCONSIN

Subscribed and sworn to before me this 18TH day of June, 2012.

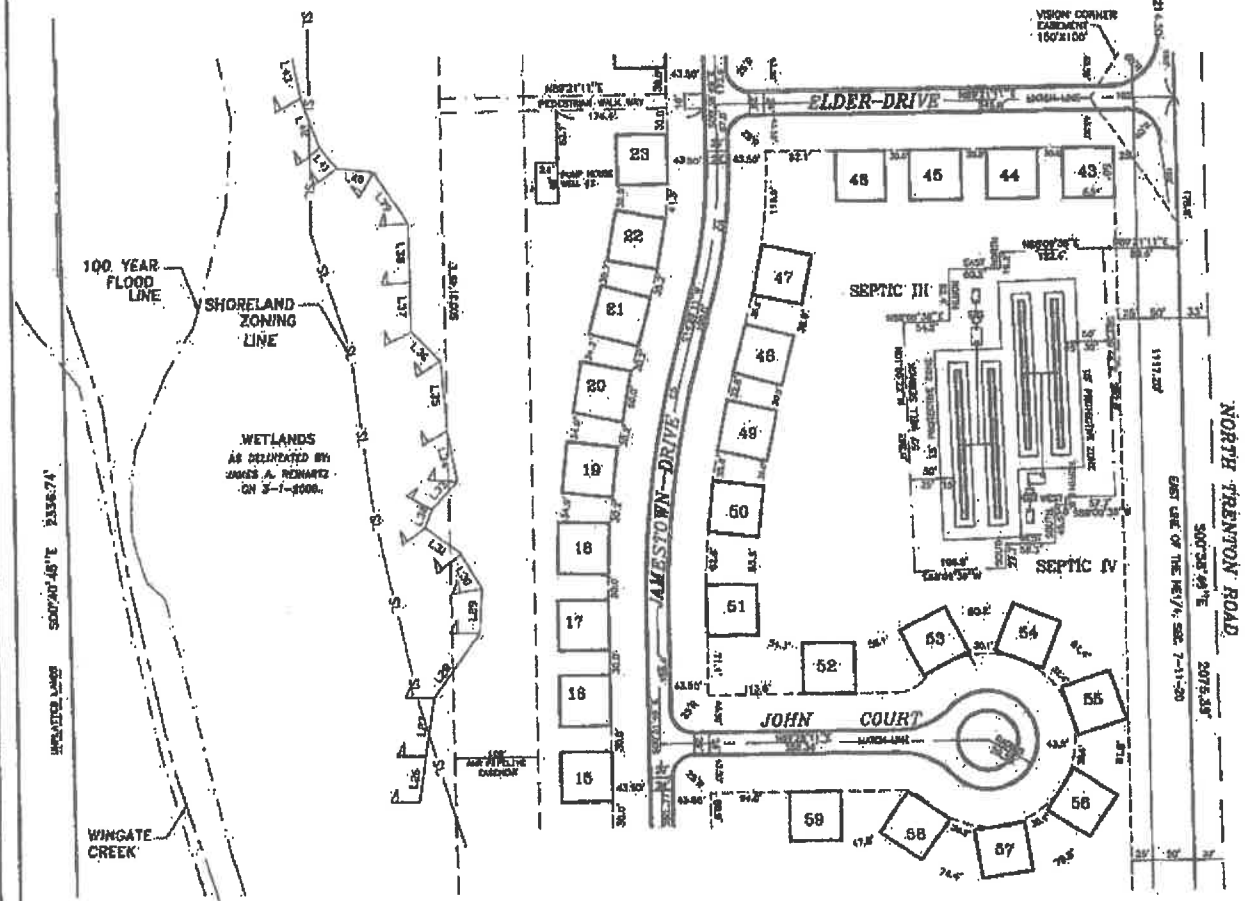
Linda A. Neuy
Notary Public, State of Wisconsin
My Commission expires December 7, 2014.


JAMESTOWN EAST CONDOMINIUM
SE 1/4 Section 6 AND NE 1/4 Section 7, T11N, R20E, Town of Trenton, Washington County, WI.
DECLARANT: SOUTHEAST LAND CO., INC.
James Hess, President
7591 Good Luck Lane
West Bend, WI 53095
PREPARED BY: ELDER ENGINEERING, LLC
3782 Overlook Drive West
Hubertus, WI 53033
LOCATION MAP
NO SCALE
GLENWAY DRIVE
BARNEY COURT
NORTH TRENTON ROAD
NORTHWEST BASIN
NORTHEAST BASIN
WETLANDS AS DELINEATED BY: JAMES A. EDWARTZ ON 3-1-2000.
100 YR FLOOD LINE
WILDLIFE POND
MATCH LINE
SEPTIC I
SEPTIC II
TYPICAL
ELDER DRIVE
BUILDING ENVELOPE 60' X 60'
LIMITED COMMON ELEMENTS
There are no objections to this Plat with respect to Sec. 703.115 Wis. Stats.
Brian Brathwaite, Washington Co., Real Property Lister
Vision Corner Easement (V.C.E.) No Structure or Improvement of any kind is permitted within the vision corner. No vegetation within the vision corner may exceed 30 inches in height.
LEGEND:
Denotes 3/4" Rebar found.
Denotes 1-1/4" Rebar, found.
Denotes 1-1/4" x 30" Rebar, set.
GRAPHIC SCALE 1" = 100'
This instrument drafted by Nancy C Newman
SHEET 1 OF 6

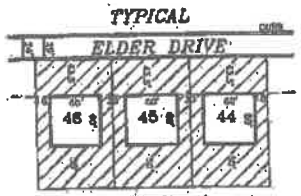

JAMESTOWN EAST
CONDOMINIUM
SE 1/4 Section 6 AND NE 1/4 Section 7,
T11N, R20E, Town of Trenton, Washington County, WI.
TYPICAL
ELDER DRIVE
46
45
44
BUILDING ENVELOPE 60' X 60'
LIMITED COMMON ELEMENTS
MATCH LINE
100 YR FLOOD LINE
WILDLIFE POND
WETLANDS AS DELINEATED BY: JAMES A. REHARTZ ON 3-1-2000.
NORTHEAST BASIN
NORTH TRENTON ROAD
JAMESTOWN COURT
ELDER DRIVE
WINGATE CREEK
SHORELAND ZONING LINE
100' ANR PIPELINE EASEMENT
VISION CORNER EASEMENT 180'X100'
CSM #280
S88°25'51"W.
233.00'
N88°25'51"E
235.00'
S88°53'40"W
S00°42'55"E
1198.42'
N00°50'11"W -- 1570.96'
UNPLATTED LANDS
HYRON
WISCONSIN
JAMES A. REHARTZ
S-1358
REGISTERED
LAND SURVEYOR
CURVE TABLE
CURVE | RADIUS | DELTA | ARC | BEARING | CHORD
C9 | 483.76' | 49°12'54" | 415.39' | N65°19'39"E | 402.89'
Vision Corner Easement (V.C.E.)
No structure or improvement of any kind is permitted within the vision corner. No vegetation within the vision corner may exceed 30 inches in height.
LEGEND:
● Denotes 3/4" Rebar found.
● Denotes 1-1/4" Rebar, found.
○ Denotes 1-1/4" x 30" Rebar, set.
100 0 100 200
GRAPHIC SCALE 1" = 100'
This instrument drafted by Nancy C Newman
SHEET 2 OF 6

# JAMESTOWN EAST CONDOMINIUM

SE 1/4 Section 6 AND NE 1/4 Section 7,
T11N, R20E, Town of Trenton, Washington County, WI.




TYPICAL




BUILDING ENVELOPE 80' X 80'
LIMITED COMMON ELEMENTS







| CURVE | RADIUS | DELTA | ARC | BEARING | CHORD |
|---|---|---|---|---|---|
| C4 | 577.57 | 18°07'00" | 182.38 | S09°54'41"W | 181.64 |
| C5 | 1096.37 | 18°00'00" | 344.43 | S09°58'11"W | 343.01 |

Vision Corner Easement (V.C.E.)
No structure or improvement of any kind is permitted within the vision corner. No vegetation within the vision corner may exceed 30 inches in height.

LEGEND:
- ● Denotes 3/4" Rebar found.
- ● Denotes 1-1/4" Rebar, found.
- ○ Denotes 1-1/4" x 30" Rebar, set.

100 0 100 200

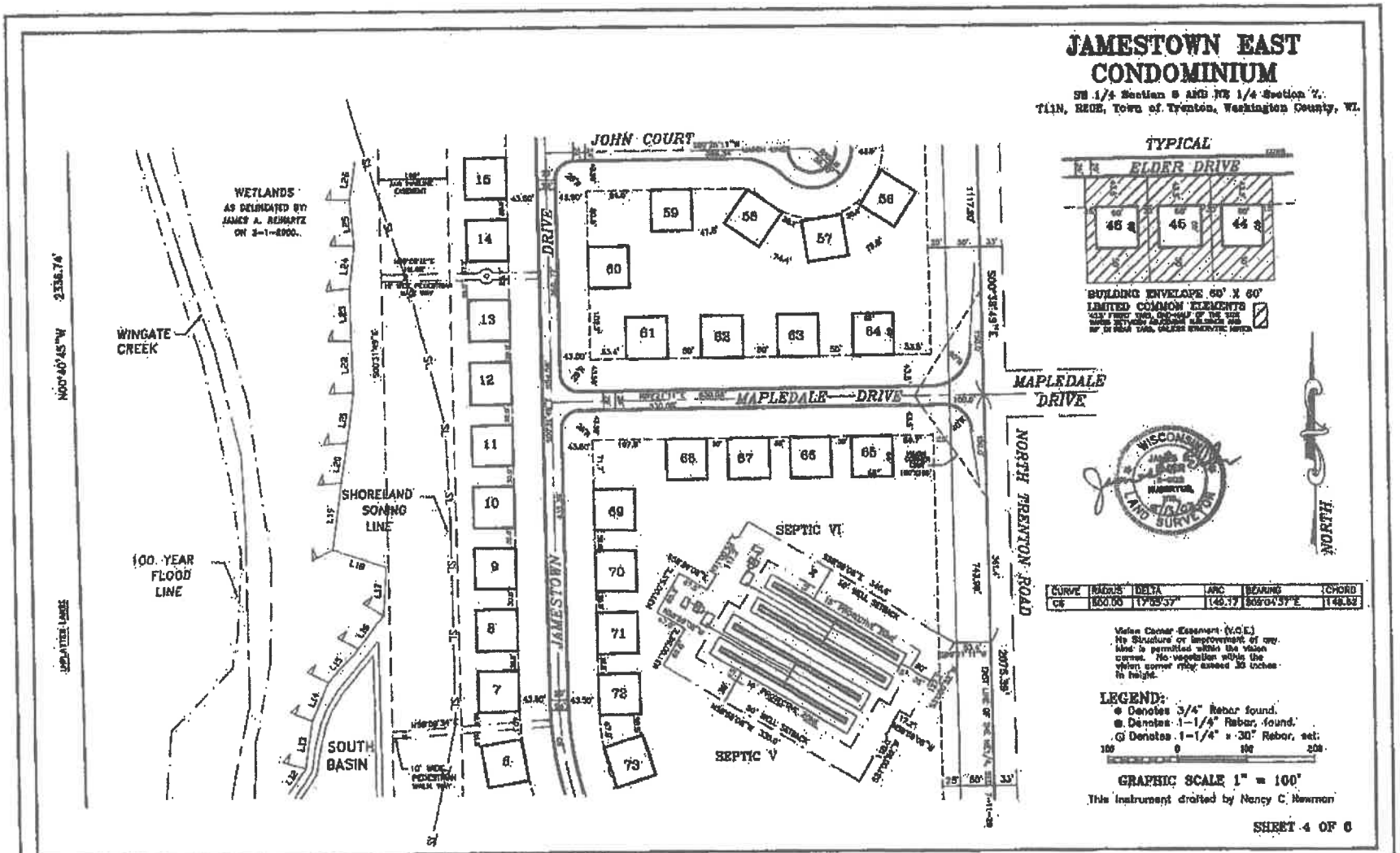
GRAPHIC SCALE 1" = 100'

This instrument drafted by Nancy C Newman

SHEET 3 OF 6

# JAMESTOWN EAST CONDOMINIUM

SE 1/4 Section 8 AND NE 1/4 Section 7,
T11N, R20E, Town of Trenton, Washington County, WI.

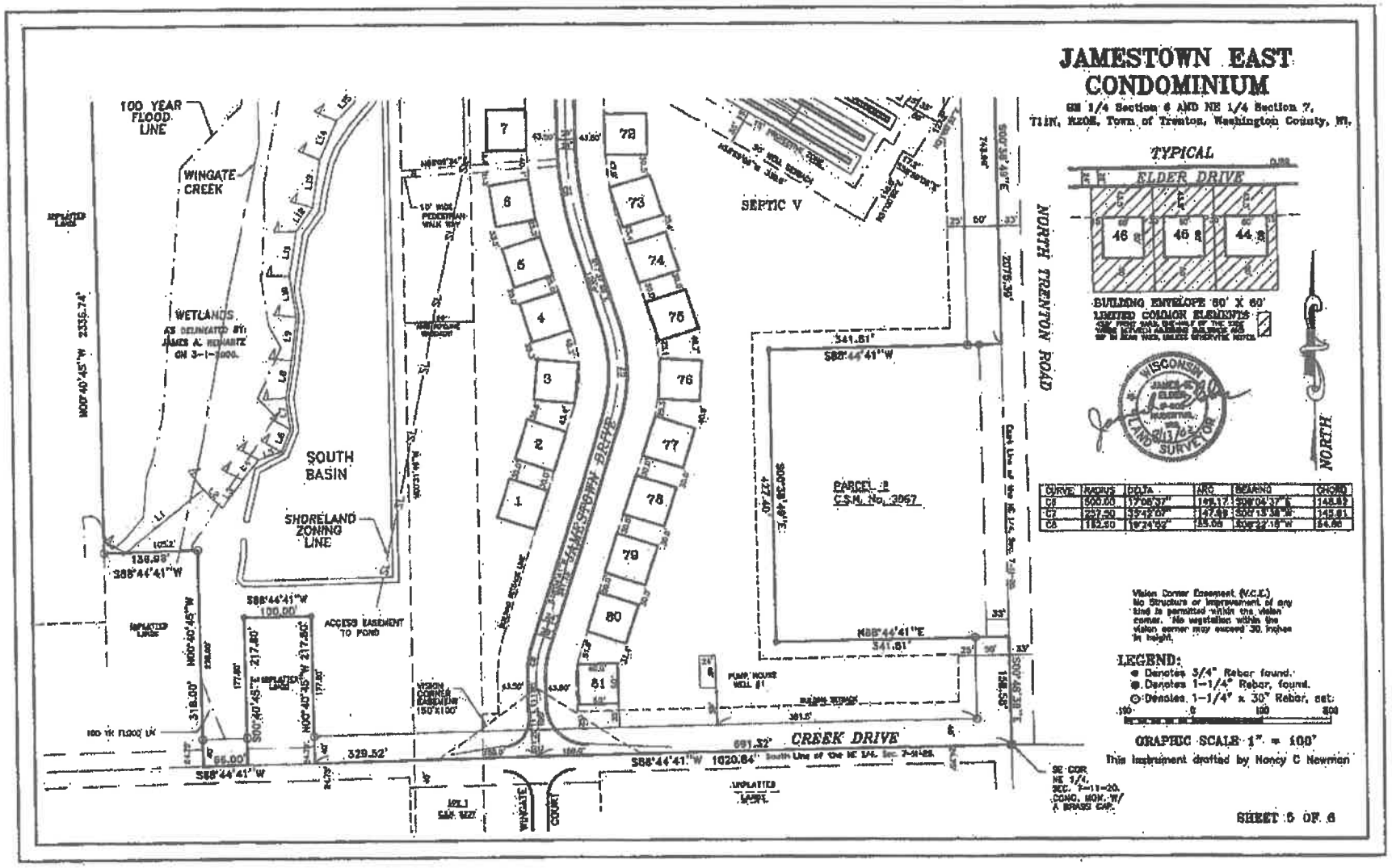



| CURVE | RADIUS | DELTA | ARC | BEARING | CHORD |
|---|---|---|---|---|---|
| C6 | 500.00 | 17°00'37" | 148.37 | S08°04'57"E | 147.84 |

Vision Corner Easement (V.C.E.)
No Structure or improvement of any kind is permitted within the vision corner. No vegetation within the vision corner may exceed 30 inches in height.

LEGEND:
- ● Denotes 3/4" Rebar found.
- ■ Denotes 1-1/4" Rebar, found.
- ⊙ Denotes 1-1/4" x 30" Rebar, set.

This instrument drafted by Nancy C. Newman


JAMESTOWN EAST CONDOMINIUM
SW 1/4 Section 6 AND NE 1/4 Section 7,
T11N, R20E, Town of Trenton, Washington County, WI.
100 YEAR FLOOD LINE
WINGATE CREEK
WETLANDS AS DELINEATED BY JAMES A. EDWARDS ON 3-1-2000.
SOUTH BASIN
SHORELAND ZONING LINE
ACCESS EASEMENT TO POND
SEPTIC V
NORTH TRENTON ROAD
JAMESTOWN DRIVE
CREEK DRIVE
WINGATE COURT
PARCEL 2 C.S.M. No. 3067
PUMP HOUSE WELL #1
TYPICAL
ELDER DRIVE
BUILDING ENVELOPE 60' X 60'
LIMITED COMMON ELEMENTS
Vision Corner Easement (V.C.E.)
No Structure or improvement of any kind is permitted within the vision corner. No vegetation within the vision corner may exceed 30 inches in height.
LEGEND:
Denotes 3/4" Rebar found.
Denotes 1-1/4" Rebar, found.
Denotes 1-1/4" x 30" Rebar, set.
GRAPHIC SCALE 1" = 100'
This instrument drafted by Nancy C Newman
SE COR NE 1/4, SEC. 7-11-20, CONC. MON. W/ A BRASS CAP.
SHEET 5 OF 6

# ADDRESSES

| | | |
|---|---|---|
| UNIT 1 | 6731 | JAMESTOWN DRIVE |
| UNIT 2 | 6741 | JAMESTOWN DRIVE |
| UNIT 3 | 6751 | JAMESTOWN DRIVE |
| UNIT 4 | 6765 | JAMESTOWN DRIVE |
| UNIT 5 | 6777 | JAMESTOWN DRIVE |
| UNIT 6 | 6779 | JAMESTOWN DRIVE |
| UNIT 7 | 6791 | JAMESTOWN DRIVE |
| UNIT 8 | 6797 | JAMESTOWN DRIVE |
| UNIT 9 | 6803 | JAMESTOWN DRIVE |
| UNIT 10 | 6809 | JAMESTOWN DRIVE |
| UNIT 11 | 6815 | JAMESTOWN DRIVE |
| UNIT 12 | 6821 | JAMESTOWN DRIVE |
| UNIT 13 | 6827 | JAMESTOWN DRIVE |
| UNIT 14 | 6833 | JAMESTOWN DRIVE |
| UNIT 15 | 6839 | JAMESTOWN DRIVE |
| UNIT 16 | 6845 | JAMESTOWN DRIVE |
| UNIT 17 | 6851 | JAMESTOWN DRIVE |
| UNIT 18 | 6857 | JAMESTOWN DRIVE |
| UNIT 19 | 6863 | JAMESTOWN DRIVE |
| UNIT 20 | 6869 | JAMESTOWN DRIVE |
| UNIT 21 | 6875 | JAMESTOWN DRIVE |
| UNIT 22 | 6881 | JAMESTOWN DRIVE |
| UNIT 23 | 6887 | JAMESTOWN DRIVE |
| UNIT 24 | 6899 | JAMESTOWN COURT |
| UNIT 25 | 6901 | JAMESTOWN COURT |
| UNIT 26 | 6905 | JAMESTOWN COURT |
| UNIT 27 | 6909 | JAMESTOWN COURT |
| UNIT 28 | 6911 | JAMESTOWN COURT |
| UNIT 29 | 6915 | JAMESTOWN COURT |
| UNIT 30 | 6919 | JAMESTOWN COURT |
| UNIT 31 | 6921 | JAMESTOWN COURT |
| UNIT 32 | 6926 | JAMESTOWN COURT |
| UNIT 33 | 6922 | JAMESTOWN COURT |
| UNIT 34 | 6918 | JAMESTOWN COURT |
| UNIT 35 | 6914 | JAMESTOWN COURT |
| UNIT 36 | 6910 | JAMESTOWN COURT |
| UNIT 37 | 6906 | JAMESTOWN COURT |
| UNIT 38 | 6902 | JAMESTOWN COURT |
| UNIT 39 | 2122 | ELDER DRIVE |
| UNIT 40 | 2118 | ELDER DRIVE |
| UNIT 41 | 2114 | ELDER DRIVE |
| UNIT 42 | 2110 | ELDER DRIVE |
| UNIT 43 | 2106 | ELDER DRIVE |
| UNIT 44 | 2111 | ELDER DRIVE |
| UNIT 45 | 2117 | ELDER DRIVE |
| UNIT 46 | 2121 | ELDER DRIVE |
| UNIT 47 | 6886 | JAMESTOWN DRIVE |
| UNIT 48 | 6874 | JAMESTOWN DRIVE |
| UNIT 49 | 6868 | JAMESTOWN DRIVE |
| UNIT 50 | 6862 | JAMESTOWN DRIVE |
| UNIT 51 | 6854 | JAMESTOWN DRIVE |
| UNIT 52 | 6850 | JOHN COURT |
| UNIT 53 | 6846 | JOHN COURT |
| UNIT 54 | 6848 | JOHN COURT |
| UNIT 55 | 6844 | JOHN COURT |
| UNIT 56 | 6842 | JOHN COURT |
| UNIT 57 | 6840 | JOHN COURT |
| UNIT 58 | 6838 | JOHN COURT |
| UNIT 59 | 6836 | JOHN COURT |
| UNIT 60 | 6830 | JAMESTOWN DRIVE |
| UNIT 61 | 2120 | MAPLEDALE DRIVE |
| UNIT 62 | 2116 | MAPLEDALE DRIVE |
| UNIT 63 | 2112 | MAPLEDALE DRIVE |
| UNIT 64 | 2108 | MAPLEDALE DRIVE |
| UNIT 65 | 2107 | MAPLEDALE DRIVE |
| UNIT 66 | 2111 | MAPLEDALE DRIVE |
| UNIT 67 | 2115 | MAPLEDALE DRIVE |
| UNIT 68 | 2119 | MAPLEDALE DRIVE |
| UNIT 69 | 6810 | JAMESTOWN DRIVE |
| UNIT 70 | 6804 | JAMESTOWN DRIVE |
| UNIT 71 | 6798 | JAMESTOWN DRIVE |
| UNIT 72 | 6792 | JAMESTOWN DRIVE |
| UNIT 73 | 6780 | JAMESTOWN DRIVE |
| UNIT 74 | 6774 | JAMESTOWN DRIVE |
| UNIT 75 | 6768 | JAMESTOWN DRIVE |
| UNIT 76 | 6762 | JAMESTOWN DRIVE |
| UNIT 77 | 6756 | JAMESTOWN DRIVE |
| UNIT 78 | 6750 | JAMESTOWN DRIVE |
| UNIT 79 | 6740 | JAMESTOWN DRIVE |
| UNIT 80 | 6730 | JAMESTOWN DRIVE |
| UNIT 81 | 6720 | JAMESTOWN DRIVE |
| UNIT 82 | 6695 | BARNEY COURT |
| UNIT 83 | 6691 | BARNEY COURT |
| UNIT 84 | 6687 | BARNEY COURT |
| UNIT 85 | 6683 | BARNEY COURT |
| UNIT 86 | 6678 | BARNEY COURT |
| UNIT 87 | 6675 | BARNEY COURT |
| UNIT 88 | 6671 | BARNEY COURT |
| UNIT 89 | 6667 | BARNEY COURT |
| UNIT 90 | 6663 | BARNEY COURT |
| UNIT 91 | 6659 | BARNEY COURT |
| UNIT 92 | 6655 | BARNEY COURT |
| UNIT 93 | 6651 | BARNEY COURT |
| UNIT 94 | 6654 | BARNEY COURT |
| UNIT 95 | 6663 | BARNEY COURT |
| UNIT 96 | 6662 | BARNEY COURT |
| UNIT 97 | 6664 | BARNEY COURT |
| UNIT 98 | 6666 | BARNEY COURT |
| UNIT 100 | 6682 | BARNEY COURT |
| UNIT 101 | 6686 | BARNEY COURT |

# JAMESTOWN EAST CONDOMINIUM

SE 1/4 Section 6 AND NE 1/4 Section 7, T11N, R20E, Town of Trenton, Washington County, WI.

## LEGAL DESCRIPTION:

Part of Lot 2 of Certified Survey Map No. 3140, recorded on October 21, 1987 in Volume 18, on pages 143-144, as Document No. 519462, EXCEPTING THEREFROM that portion described by deed in Volume 1002, on pages 103, as Document No. 334182 and being part of the NE 1/4 of the SE 1/4 of Section 6, T11N, R20E, Town of Trenton, Washington County, Wisconsin.
Also, the SE 1/4 of the SE 1/4 of Section 6, T11N, R20E, Town of Trenton, Washington County, Wisconsin. EXCEPTING THEREFROM that portion described by Certified Survey Map No. 306, recorded on March 12, 1980 in Volume 11, on page 330 as Document No. 396472.
Also, all of the NE 1/4 of the NE 1/4 of Section 7, T11N, R20E, Town of Trenton, Washington County, Wisconsin.
Also, all of Lot 1 of Certified Survey Map No. 3087, recorded on June 3, 1987 in Volume 17, on pages 283-284, as Document No. 512500, being in part of the SE 1/4 of the SE 1/4 of Section 7, T11N, R20E, Town of Trenton, Washington County, Wisconsin.

## SURVEYOR'S CERTIFICATE:

I, James R. Elder, a Registered Land Surveyor, do hereby certify that I have surveyed the Condominium described and the map, as shown, is a true representation thereof and shows the exterior boundary lines and the location of the buildings on said property.

I, further certify that I am a licensed Land Surveyor, authorized to practice that profession in this state and that the Condominium Plat to which this certificate is affixed, is a correct representation of the condominium described and that the identification and location of each unit of the condominium and common elements thereof can be determined from said plat.

Dated this 13th day of August, 2002.

James R. Elder

JAMES R. ELDER, RLS #S-802

WISCONSIN JAMES R. ELDER S-802 MAUKTOW, WIS. LAND SURVEYOR

# ADDRESSES

| | |
|---|---|
| SEPTIC SYSTEM I | 6648 BARNEY COURT |
| SEPTIC SYSTEM II | 6930 JAMESTOWN COURT |
| SEPTIC SYSTEM III | 6682 JAMESTOWN DRIVE |
| SEPTIC SYSTEM IV | 6636 JAMESTOWN DRIVE |
| SEPTIC SYSTEM V | 6600 JAMESTOWN DRIVE |
| SEPTIC SYSTEM VI | 6606 JAMESTOWN DRIVE |
| WELL HOUSE #1 | 2134 CREEK DRIVE |
| WELL HOUSE #2 | 6691 JAMESTOWN DRIVE |
| AERATOR SOUTH BASIN | 6728 JAMESTOWN DRIVE |
| AERATOR NORTHEAST BASIN | 6613 JAMESTOWN COURT |

# WETLAND LINE TABLE

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | N 59°11'44" E | 148.59 |
| L2 | S 49°51'52" E | 39.97 |
| L3 | N 36°10'46" E | 81.02 |
| L4 | N 36°36'29" E | 37.80 |
| L5 | N 72°33'27" E | 34.75 |
| L6 | N 24°39'21" E | 38.41 |
| L7 | N 09°22'46" W | 43.01 |
| L8 | N 10°03'47" E | 66.80 |
| L9 | N 06°54'11" E | 80.24 |
| L10 | N 06°27'44" W | 80.89 |
| L11 | N 10°09'08" E | 66.70 |
| L12 | N 38°44'50" E | 43.15 |
| L13 | N 09°00'11" E | 69.22 |
| L14 | N 23°47'53" E | 61.26 |
| L15 | N 42°37'13" E | 57.83 |
| L16 | N 37°47'03" E | 89.58 |
| L17 | N 04°16'11" E | 70.50 |
| L18 | N 71°16'29" W | 81.16 |
| L19 | N 08°17'09" E | 97.94 |
| L20 | N 09°04'32" E | 50.62 |
| L21 | N 07°52'21" E | 52.46 |
| L22 | N 01°24'46" W | 72.32 |
| L23 | N 09°51'10" W | 76.63 |
| L24 | N 06°46'57" E | 62.24 |
| L25 | N 04°48'15" W | 66.82 |
| L26 | N 08°53'26" E | 55.87 |
| L27 | N 08°54'43" E | 89.79 |
| L28 | N 39°53'29" E | 84.18 |
| L29 | N 04°46'42" E | 62.75 |
| L30 | N 39°39'59" W | 48.68 |
| L31 | N 83°34'24" W | 51.32 |
| L32 | N 21°36'07" E | 22.40 |
| L33 | N 42°39'46" E | 44.78 |
| L34 | N 10°27'31" W | 61.61 |
| L35 | N 04°24'10" W | 80.62 |
| L36 | N 45°12'16" W | 48.13 |
| L37 | N 09°37'53" W | 98.88 |
| L38 | N 01°13'42" W | 99.76 |
| L39 | N 39°37'11" W | 73.92 |
| L40 | N 83°37'11" W | 43.27 |
| L41 | N 39°12'50" W | 31.84 |
| L42 | N 28°52'44" W | 53.67 |
| L43 | N 11°28'40" W | 63.10 |
| L44 | N 46°48'02" E | 67.15 |
| L45 | N 34°30'32" E | 46.44 |
| L46 | N 27°37'13" W | 48.73 |
| L47 | N 67°58'35" W | 43.25 |
| L48 | N 41°43'54" W | 63.18 |
| L49 | N 88°16'38" W | 72.62 |
| L50 | N 33°32'34" E | 58.86 |
| L51 | N 67°28'47" W | 46.59 |
| L52 | N 37°08'05" E | 67.93 |
| L53 | N 84°13'05" E | 52.37 |
| L54 | N 68°40'38" E | 37.37 |
| L55 | N 55°42'53" E | 45.50 |
| L56 | N 88°49'15" E | 30.87 |
| L57 | N 80°20'32" E | 32.31 |
| L58 | S 80°56'36" E | 49.30 |
| L59 | N 66°53'02" E | 58.86 |
| L60 | S 62°06'46" E | 51.32 |
| L61 | N 84°43'08" E | 51.87 |
| L62 | N 80°01'07" E | 53.21 |
| L63 | N 43°23'52" E | 37.93 |
| L64 | N 20°42'23" E | 53.12 |
| L65 | N 10°05'15" W | 9.98 |
| L66 | N 85°34'26" W | 42.09 |
| L67 | N 87°44'55" W | 53.54 |
| L68 | N 76°30'26" W | 34.17 |
| L69 | N 82°50'30" W | 59.86 |
| L70 | S 67°36'45" W | 46.78 |
| L71 | N 67°34'50" W | 75.56 |
| L72 | N 75°26'17" W | 64.86 |
| L73 | N 57°45'26" W | 70.75 |
| L74 | N 30°42'17" W | 62.50 |
| L75 | S 88°27'01" W | 60.18 |
| L76 | N 39°39'44" W | 37.37 |
| L77 | N 14°15'09" W | 58.72 |
| L78 | N 13°47'39" E | 40.21 |
| L79 | N 28°21'30" W | 49.84 |
| L80 | N 05°57'28" W | 71.28 |
| L81 | N 05°46'27" W | 77.86 |
| L82 | N 04°48'45" W | 44.97 |
| L83 | N 03°22'03" W | 92.33 |
| L84 | N 57°51'08" W | 34.71 |
| L85 | N 48°40'00" W | 84.66 |
| L86 | N 83°03'45" W | 30.84 |
| L87 | N 00°23'02" E | 71.93 |
| L88 | N 11°52'01" W | 57.69 |
| L89 | N 16°21'04" W | 58.23 |
| L90 | N 82°57'28" W | 109.80 |
| L91 | S 49°22'06" W | 86.20 |
| L92 | S 84°15'48" W | 49.09 |
| L93 | N 00°47'14" W | 118.13 |
| L94 | E 87°00'49" W | 10.88 |
| L95 | S 01°26'57" W | 80.01 |
| L96 | S 29°51'40" W | 84.11 |
| L97 | S 10°31'58" E | 50.45 |
| L98 | S 07°14'10" E | 78.34 |
| L99 | S 08°56'27" E | 66.67 |
| L100 | S 01°43'58" W | 58.97 |
| L101 | S 16°02'10" W | 90.84 |
| L102 | S 47°26'54" W | 49.72 |
| L103 | N 61°16'37" W | 37.84 |
| L104 | S 04°37'40" W | 80.71 |
| L105 | S 00°43'08" E | 75.37 |
| L106 | S 41°09'30" W | 99.89 |
| L107 | S 01°53'08" E | 83.39 |
| L108 | S 18°05'33" E | 85.81 |
| L109 | N 89°36'07" E | 37.82 |
| L110 | N 22°37'09" E | 50.18 |
| L111 | S 28°17'16" E | 86.00 |
| L112 | S 11°56'18" E | 67.63 |
| L113 | S 15°34'04" E | 42.86 |
| L114 | N 76°05'59" E | 12.90 |
| L115 | N 03°04'54" E | 52.13 |
| L116 | N 47°07'47" E | 44.11 |
| L117 | N 18°22'55" E | 61.43 |
| L118 | N 08°33'55" E | 85.27 |
| L119 | N 67°38'07" W | 48.13 |
| L120 | N 28°53'28" W | 92.08 |
| L121 | N 13°08'38" W | 43.43 |
| L122 | N 54°03'47" E | 42.93 |
| L123 | N 87°51'09" E | 33.86 |
| L124 | S 67°04'33" E | 32.68 |
| L125 | S 19°39'08" E | 58.16 |
| L126 | S 30°31'58" E | 61.07 |
| L127 | N 39°08'06" E | 49.39 |
| L128 | N 00°08'36" E | 89.91 |
| L129 | N 03°19'34" E | 80.89 |
| L130 | N 01°48'57" E | 63.37 |
| L131 | N 43°36'28" E | 48.89 |
| L132 | N 19°03'58" E | 74.70 |
| L133 | N 00°36'50" E | 81.38 |

# AFFIDAVIT

Document Number | Document Title

DOC# 1151515

Recorded
FEB. 07, 2007 AT 09:30AM
SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Fee Amount: $11.00

Recording Area

11-1

Name and Return Address

Elder Engineering, LLC.
3782 Overlook Dr. W.
Hubertus, WI 53033

Parcel Identification Number (PIN)

James R. Elder, Sr., a licensed Surveyor in the State of Wisconsin, being duly sworn, deposes and says:

That I have surveyed and mapped The Condominium Plat of **JAMESTOWN EAST CONDOMINIUM**, consisting of 6 sheets, and recorded on August 27, 2002 at 10:30am as Document No. 944488., in the Office of the Register of Deeds, and that said Condominium Plat is located in the SE 1/4 of section 6 and the NE 1/4 of Section 7, Town 11 North, Range 20 East, Town of Trenton, Washington County, Wisconsin.

That on Sheet 6 of 6:

the address for **Unit 52** reads 6850 John Court ... Should be corrected to read ... **2122 JOHN COURT.**

That the address on **Unit 53** reads 6848 John Court ... Should be corrected to read ... **2118 JOHN COURT**

That the address on **Unit 54** reads 6846 John Court ... Should be corrected to read ... **2114 JOHN COURT**

That the address on **Unit 55** reads 6844 John Court ... Should be corrected to read ... **2110 JOHN COURT**

That the address on **Unit 56** reads 6842 John Court ... Should be corrected to read ... **2109 JOHN COURT**

That the address on **Unit 57** reads 6840 John Court ... Should be corrected to read ... **2113 JOHN COURT**

That the address on **Unit 58** reads 6838 John Court ... Should be corrected to read ... **2117 JOHN COURT**

That the address on **Unit 59** reads 6836 John Court ... Should be corrected to read ... **2121 JOHN COURT**

That this affidavit is given for the purpose of correcting 8 addresses

James R. Elder Sr.
James R. Elder Sr, R.L.S. #S-902

State of Wisconsin)
Washington County) SS

Subscribed and sworn to me
This 6th day of Feb. 2007

Nancy Newman
Nancy Newman
Notary Public, State of Wisconsin

My Commission Expires 11-11-07

WISCONSIN
JAMES R. ELDER
S-902
HUBERTUS, WIS.
LAND SURVEYOR

This instrument drafted by Mary J. Janzer