



*Jamestown, Limited,
the association of homeowners
of Jamestown Subdivision*

By-laws, Articles of Incorporation and Declaration

As of June 18, 2015

Preface

The following is a digital reprint of the Bylaws, Articles of Incorporation, Declaration of Deed Restrictions and Covenants that protect the investment interest of the Homeowners of Jamestown. Since the Articles of Incorporation of Jamestown Ltd were originally recorded, there have been several Amendments to the Declaration of Covenants and Deed Restriction documents. The most recent amendment to the Declaration was recorded on June 4, 2015 and incorporated all other changes into it. The intent of this document is to provide you with the most current set of the Bylaws, Articles of Incorporation and Declaration in one location. Obviously, amendments to these documents could and probably will take place in the future.

Copies of this reprint can be obtained from an active Jamestown Board Member.

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SECTION 1

By-laws of Jamestown, Limited

ARTICLE I Definitions

The following terms when used in these by-laws shall have the meaning set forth:

Section 1. "**Additional Property**" means the real property and any improvements thereon whether now existing or hereafter constructed, which real property may be added in whole or in part at any time or from time to time to Jamestown in accordance with the provisions of the Declaration of Condition, Covenants, Restrictions and Easements Regarding Jamestown Subdivision.

Section 2. "**Board**" shall mean the Board of Directors of Jamestown, Limited.

Section 3. "**Director**" or "**Board Member**" shall mean a duly elected member of the Board of Directors of Jamestown, Limited.

Section 4. "**Buildable Lot**" shall mean any improved Lot with sanitary sewer and water available and the roads completed except for asphalt and shall include any Lot on which construction of a Residential Unit has commenced.

Section 5. "**Common Areas**" shall mean all the general common areas as shown on the plat or plats of Jamestown executed and recorded by Developer, as such plat or plats may be amended from time to time, together with the improvements and facilities constructed thereon. The Common Areas generally consist of those portions of Jamestown which are not a part of any residential lot, including, for example, Outlots which have not been dedicated to the public.

Section 6. "**Corporation**" or "**Homeowner's Association**" or "**Association**" or "**JHA**" shall mean Jamestown, Limited, a Wisconsin non-stock, non-profit corporation.

Section 7. "**Declaration**" shall mean the Declaration of Conditions, Covenants, Restrictions and Easements Regarding Jamestown, Limited on record with the Register of Deeds for Racine County, Wisconsin, in Volume _____ of Records at Pages _____ as Document No. _____

Section 8. "**Developer**" shall mean Heritage Realty Development Corporation, its successors and assigns who take title to any portion of the property described on Exhibits 1 and 2 of the Declaration, or any Additional Property for the purpose of development and sale as designated by the Developer hereunder in a recorded instrument.

Section 9. "**Lessee**" shall mean the lessee of a Residential Unit under a written lease which lease has an initial term of at least six (6) months.

Section 10. **"Lot"** shall mean each platted lot and shall include each Residential Unit constructed thereon, if any.

Section 11. **"Outlots"** shall mean those certain Lots designated as Outlots on the final plats of the lands within Jamestown which have been or will be recorded with the Register of Deeds of Racine County, Wisconsin.

Section 12. **"Owner" or "Homeowner"** shall mean the record owner, whether one or more persons or entities, of the fee simple title to any single family or Villa (Twindominium) Lots including contract vendees, but excluding contract vendors and those having such interest merely as security for a mortgage or other performance of an obligation.

Section 13. **"Residential Unit"** shall mean a completed individual family dwelling place. There are two Residential Units in each Villa (Twindominium).

Section 14. **"Rules and Regulations"** shall mean and refer to the document or documents containing rules and regulations and policies adopted by the Board, which may be amended by the Board from time to time.

Section 15. **"Transition Date"** shall mean the date Developer transferred control of the Corporation's Board of Directors to the Homeowners.

Section 16. **"Villa (Twindominium)"** shall mean two individual family dwelling places located on one Lot having outer boundaries formed by the interior surfaces of perimeter walls, floors, ceilings, windows, window frames, doors, door frames and built-in fireplaces, if any, of the dwelling place.

ARTICLE II Name and Location

Section 1. The name of the Corporation is Jamestown, Limited, a Wisconsin non-stock, non-profit corporation. The principal address of the Corporation shall be a post office box located at the Post Office in Franksville, WI 53126.

Section 2. The Corporation may have offices at a business location as the Board may from time to time determine and as the business of the Corporation may require.

ARTICLE III Privileges of Membership

Section 1. A membership in the Corporation shall attach to and derive from the existence of an ownership interest in a Buildable Lot in Jamestown. Each membership represents one interest, regardless of the number of parties participating in that interest. The following shall be members of

the Corporation:

- (a) Each Owner of a Buildable Lot in Jamestown;
- (b) The Developer until such time as 75% of the total number of lots planned for the fully developed property in Jamestown have been sold.

Section 2. No member, other than the Developer, shall have the right to resign his membership.

Section 3. Each member of the Corporation may use the facilities of the Corporation subject to the payment of such fees and compliance with such regulations as the Board may establish from time to time. Members shall be eligible to serve on committees established by the Board for the purpose of advising on or assisting in the carrying out of purposes of the Corporation. Members shall be eligible for election as directors of the Corporation under the procedure described in Article V hereof and shall be eligible for appointment as officers of the Corporation under the procedure described in Article VIII hereof.

Section 4. The Corporation shall meet at least three (3) times per fiscal year at such place and time to be fixed from time to time by resolutions of the Board. The meetings shall include one of each of the following:

- (1) Spring Meeting - Meeting held in the first half of the fiscal year to present the Board's annual plan for improvements, repair and maintenance and to discuss any new or old issues the Board may have.
- (2) Budget Meeting - Meeting held in the third quarter of the fiscal year, but at least 30 days prior to the Annual Meeting, to present the following fiscal year's proposed budget as prepared by the Board.
- (3) Annual Meeting - Last meeting of the corporation held in the fourth quarter of the fiscal year to elect new directors to unfilled vacancies and positions on the Board terminating at the end of the current fiscal year.

Section 5. Each member of the Corporation shall receive a copy of the JHA Newsletter. The JHA Newsletter shall be sent to members at least (3) times per fiscal year on dates to be fixed from time to time by resolutions of the Board. The JHA Newsletter shall include, but is not limited to, the following:

- a) A current list of the Board of directors and their phone numbers.
- b) A summary of the minutes of the meetings held by the Board since the previous Newsletter.
- c) The minutes of the meetings held by the Corporation.

ARTICLE IV Voting Rights

Section 1. The members of the Corporation shall have the following voting rights in elections under Article V and on such other matters as the Board shall determine to put to an advisory vote of the members, if any:

Buildable Lot Owner - one vote for each Buildable Residential Lot owner; provided, however, that the Owner(s) of each Lot designated in Jamestown as a Villa (Twindominium)

Lot shall have two votes.

Residential Unit Lessee - a Buildable Lot Owner may assign his right to vote to a Lessee of a Residential Unit by filing a written statement to that effect with the Secretary of the Corporation along with a copy of the assignment.

Section 2. Each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease after one year.

Section 3. No change in the ownership of a membership shall be effective for voting purposes unless and until the Board is given actual written notice of such change and is provided satisfactory proof thereof. The vote for each such membership must be cast as a unit, and fractional votes shall not be allowed. In the event that more than one person owns a membership or entity and such owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any member casts a vote representing a certain membership, it will thereupon conclusively be presumed for all purposes that he was acting with the authority and consent of all other Owners of the same membership unless objection thereto is made at the time the vote is cast. In the event more than one vote is cast for a particular membership, none of the votes for the membership shall be counted and all said votes shall be deemed void.

ARTICLE V Board of Directors

Section 1. Number and Composition

The affairs of the Corporation shall be managed by a Board of five (5) directors elected at the Annual Meeting of the Corporation. All of the directors elected at the Annual Meeting of the Corporation must be members of the Corporation.

Section 2. Election of Board of Directors

Under the direction of the Elections Committee, the members of the Board of Directors are voted on by a quorum of the Corporation. A quorum is equal to 2/3's of the Homeowners of the Corporation and may be physically present or be represented by proxy vote. If the number of qualified candidates exceeds the number of open positions on the Board, then the individuals receiving the most votes shall fill the open positions in order of most votes received. In the event that two or more candidates are tied for the last open position there shall be a runoff election between such candidates. In the event of a tie in the runoff election, another runoff election will be held if more than two candidates remain. If a runoff election has been held for two candidates and there is still a tie, the two candidates shall arm wrestle for the position.

Section 3. Term

The term of newly elected directors shall not exceed two (2) years and will depend on the current composition of the Board. There shall be two (2) members elected to serve on a term ending on odd numbered years and three (3) members elected to serve on a term ending on even numbered years. If

there are one (1) year and two (2) year terms open at the time of election, the two year terms are to be filled first in the order of most votes received.

Section 4. Resignation and Death

The unexcused absence of a director from three (3) consecutive regular meeting of the Board shall be deemed a resignation. Any member of the Board may resign at any time, giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Removal

Any member of the Corporation may give written notice to the Board, the President, or the Secretary requesting a special election meeting to replace one or more directors of the Board. Written notice to the Board must include a petition mentioning the specific directors to be removed which has been signed by at least half the members of the Corporation and the names of an equal or greater number of homeowners willing to run for the potentially open Board positions. The special election meeting shall be held within sixty (60) days of receipt of said written notice and shall be run by the elections committee. At such a special meeting, a quorum of homeowners must be present or represented by proxy vote, and a 75% vote is required to remove one or more directors.

Section 6. Vacancies

In the event of death or resignation of a director, a successor shall be selected from the members of the Corporation by the remaining directors and shall serve for the unexpired term of the predecessor. In the event of a removal of a director, a successor shall be elected at the meeting of the Corporation in which the director was removed according to the rules in this Article.

Section 7. Compensation

The directors, both appointed and elected, shall not be entitled to compensation. Directors may be reimbursed for reasonable out of pocket expenses associated with the performance of their duties as described in Article VII. Such expenses shall be approved by the Board before reimbursement and include but are not limited to mileage at the rate of reimbursement prescribed by the IRS for voluntary work, a small fee for holding meetings at a Board members house and telecommunications charges.

ARTICLE VI Meetings of Directors

Section 1. Regular Meetings

Regular meetings of the Board shall be scheduled on a monthly basis at such place and time to be fixed from time to time by resolutions of the Board. Said meeting times and places shall be published from time to time in the JHA Newsletter. The Annual Meeting of the Board shall be the first regular meeting of the Board following the Annual Meeting of the Corporation.

Section 2. Special Meetings

Special meetings of the Board shall be held when called by the President, or by any two directors, after oral, electronic or written notice delivered personally or mailed to each director at his business address or home at least forty-eight (48) hours previous thereto. If mailed, such notice shall be deemed to be delivered, when deposited in the United States mail so addressed, with postage thereon prepaid. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting and objects at the meeting to the transaction of any business because the meeting is not lawfully called or convened. The notice need not state the matters to be discussed at the special meeting.

Section 3. Quorum

A majority of all of the directors shall constitute a quorum for the transaction of business.

Section 4. Executive Sessions

All meetings of the Board shall be open to members of the Corporation except the President may call the Board into executive closed sessions at which the action taken need only be recorded in the minutes.

Section 5. Consent Action

The board may act by consent as provided in S181.72 of the Wisconsin Statutes.

ARTICLE VII Power and Responsibilities of the Board of Directors

Section 1. Powers

The Board shall have power to:

- (a) Exercise for the Corporation all powers, duties and authority vested in or delegated to this Corporation by law and the Declaration, and not reserved to the membership by the provisions of these by-laws, the Articles of Incorporation, or the Declaration.
- (b) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties

The Board's duties include activities that will:

- (a) Maintain facilities and services in accordance with any current or future Federal and State laws that pertain to such facilities and services.
- (b) Cause the Outlots, Common Areas and improvements thereon, to be maintained in good, clean, attractive and sanitary condition, order and repair.
- (c) Adopt and publish rules and regulations including reasonable fees governing the use of the Common Areas, Outlots and facilities; the personal conduct of the members

and their guests thereon; and such other matters relating to the orderly and effective operation of Jamestown as the Board may deem appropriate. All rules and regulations shall be published from time to time in the JHA Newsletter.

- (d) Keep a complete record of all its corporate affairs, including the rules and regulations. Make such records available for inspection by any member or his agent, and present an annual statement thereof to the members at one or more of the Corporations meetings as described in Article III.
- (e) Supervise all agents and employees of the Corporation and see that their contractual obligations are properly performed.
- (f) Issue upon demand by any member a certificate, for which a reasonable charge may be made, setting forth whether or not the member's assessment has been paid and giving evidence thereof.
- (g) Designate depositories for corporate funds, designate those officer positions, agents and/or employees who shall have authority to withdraw funds from such accounts on behalf of the Corporation, and cause such persons to be bonded, as the Board may deem appropriate.
- (h) Approve the annual budget by a majority vote of the directors.
- (i) Set the date(s) assessments are due, and take appropriate action on any assessments, which remain unpaid thirty (30) days after they become due.
- (j) Send written notice of each assessment to every Owner subject thereto in advance of the due date of the assessment or first installment thereof.
- (k) Accelerate the payment of any assessment and declare the entire balance due and payable in full for which any installment remains unpaid thirty (30) days after the installment due date, if the Board deems appropriate.
- (l) Cause a lien against any property for which assessments are not paid within thirty (30) days after due date to be recorded and if not paid within ninety (90) days after due date, bring action at law to recover the amount due and owing, if the board deems appropriate.
- (m) Procure and maintain adequate insurance to protect the Corporation, its officers and directors, its employees, and its personal and real properties, and to fulfill all of the Corporation's obligations to insure its members.
- (n) Appoint the committees described in Article IX.

- (o) Exercise their powers and duties in good faith, with a view to the interests of the Corporation and to this end adopt appropriate guidelines for action on matters where a potential conflict of interest may exists.
- (p) Establish minimum maintenance standards for all Buildable Lots and Residential Units within Jamestown, such standards to be administered by the Board or its committees.
- (q) Prepare and deliver the JHA Newsletter as described in Article III.
- (r) Make emergency repairs when and where needed.

ARTICLE VIII Officers

Section 1. Enumeration of Offices

The officers of this corporation shall be comprised of members of the Board. The officers of this Corporation shall be a President, a Vice Presidents, a Secretary, a Treasurer, and an Assistant Officer. If at any time there are vacancies on the Board, the same person may hold more than one office except that the same person may not hold the offices of President and Secretary or President and Vice President.

Section 2. Appointment of Officer Positions

The appointment of the officer positions shall take place at the Annual Meeting of the Board.

Section 3. Term

Each officer position shall be held for one (1) year unless the officer shall sooner resign their membership on the Board, be appointed to a different officer position, or be removed from the Board.

Section 4. Resignation, Removal and Reappointment

Any director holding an officer position that is removed from the Board according to Article V shall forfeit their officer position. The Board may appoint members to different officer positions subsequent to the Annual Meeting of the Board by a 2/3rds majority vote.

Section 5. Duties

The duties of the officers are as follows:

- (a) **President.** The President shall preside at all meetings of the Board and of the Corporation; shall see that orders and resolutions of the Board are carried out; shall have general and active management of the operations of the Corporation; shall sign all mortgages, leases, deeds and other written instruments, and shall co-sign all promissory notes and contracts as the Board may approve from time to time; and perform all other duties assigned by the Board and all duties incident to the office of President. The President shall be an ex officio member of all committees of the Board.

(b) **Vice President.** The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such duties as may be required of him by the Board. If there be more than one Vice President, the Vice Presidents shall act in the order of their seniority in office.

(c) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; maintain the book of Rules and Regulations; keep the corporate seal of the Corporation and affix it on all papers requiring said seal; maintain a role of members of the Corporation; serve notices to members; keep appropriate current records showing the members of the Corporation together with their addresses; and shall perform such other duties as required by the Board.

(d) **Treasurer.** The Treasurer shall be the chief officer responsible for the preparation of an annual budget and a statement of income and expenditures to be presented to the Board at the regularly scheduled board meetings, preparation and presentation of a financial annual report to the Homeowners at the annual meeting, sending out annual assessment invoices, collection of payments, cause all moneys of the Corporation to be deposited in appropriate accounts and disbursed there from as directed by resolution of the Board; keep proper books of account; on a periodic basis or when requested, cause an annual audit of the Corporation books to be made by a certified public accountant.

(e) **Assistant Officer.** The Assistant officer shall perform duties and have other powers that the Board shall prescribe.

ARTICLE IX Committees

Section 1. Architectural Control Committee

The Architectural Control Committee shall consist of a chairperson and three (3) members appointed by the directors. The chairperson shall be a director of the corporation, but the members of the Architectural Control Committee appointed by the directors need not be members of the Corporation. The duties of this committee shall regulating the exterior design, appearance', location and maintenance of Jamestown Property and improvements thereon and of uses of such property. Such regulations shall be in accordance with the Declaration and rules, which shall be adopted from time to time by the Board. The committee shall also include the Developer for as long as Developer holds legal and equitable title to a Buildable Lot in Jamestown Subdivision. Under the direction of the chairperson, the members of the committee appointed by the directors shall be responsible for the following:

- a) Approving initial landscaping plans and monitoring completion of such landscaping plans as described in Section 10 of the Declaration.
- b) Determining when a residence is substantially completed and ready for occupancy and the deadline for said completion and occupancy as described in Section 23 of the Declaration.
- c) Ensuring Homeowners comply with the repairs and maintenance provisions as described in Section 25 of the Declaration.
- d) Approving pre-construction building plans as described in Section 8 of the Declaration after the Developer no longer holds legal and equitable title to a Buildable Lot in Jamestown Subdivision.

For as long as Developer holds legal and equitable title to a Buildable Lot in Jamestown Subdivision, the Developer shall be responsible for approving pre-construction building plans as described in Section 8 of the Declaration provided that:

- a) Developer shall deliver all plans submitted for construction projects in a timely manner to, and for review and comment by, the other Architectural Control Committee members prior to approval or disapproval of such plans, and
- b) Developer shall adhere to all building, landscaping, and other construction restrictions, rules, and regulations set forth in the Declaration of Covenants, Restrictions and Easements regarding Jamestown Subdivision adopted September 19, 1990, as amended, including, but not limited to, any subsequent rules or regulations amended or added thereto.

Members of the Architectural Control Committee appointed by the directors may be removed at any time for any reason.

Section 2. Elections Committee

After the Annual Meeting of the Board, but prior to the Spring meeting of the Corporation, the Board shall appoint a chairperson to the Elections Committee. The chairperson shall be a member of the Corporation not serving as a director. The Elections Committee shall consist of a chairman, and at least two (2) other members appointed by the chairman, none of whom shall be candidates for office in the upcoming election held at the Annual Meeting of the Corporation. The Elections Committee shall have responsibility to determine the eligibility of candidates for office and eligibility of voters to vote; to supervise elections; and to authenticate the results thereof, all in accordance with these bylaws. Members of the Elections Committee shall serve until the completion of the Annual Meeting of the Corporation.

The chairperson of the Elections Committee appointed by the directors may be removed at any time for any reason.

Section 4. Property Management Committee

The Property Management Committee shall consist of a chairperson and three (3) members appointed by the directors. The chairperson shall be a director of the corporation, but the three (3) members of the Property Management Committee appointed by the directors need not be members of the Corporation. Under the direction of the chairperson, the committee shall be responsible for assisting the Board in completing duties a, b, c, e, p and r as set forth in Article VII, Section 2.

Members of the Property Management Committee appointed by the directors may be removed at any time for any reason.

Section 3. Other Committees

The Board shall appoint such other committees it deems appropriate to carrying out its duties and responsibilities.

ARTICLE X General Provisions

Section 1. Fiscal Year

The fiscal year of the Corporation shall begin on the 1St day of January and end on the 31st day of December of every year.

Section 2. Indemnification of Directors

Each director of the Corporation or former director of the Corporation shall be indemnified by the Corporation to the extent permitted by law against expenses and liabilities actually and necessarily incurred in connection with the defense of any action, suit, or proceeding, civil or criminal, in which said director is made a party by reason of being or having been a director or held an officer position of the Corporation except in relation to matters as to which said director shall be adjudged liable for negligence or misconduct in the performance of duty. At the option of the Board of Directors, Directors' and/or officers' liability insurance may be obtained and shall be paid for as a common expense.

Section 4. Fixing a Record Date

The record date for determining those members entitled to vote in an advisory election or on other matters at a meeting and those members subject to assessment by the Corporation shall be the day of such advisory election, meeting, or the date that such assessment are levied.

Section 5. Amendment

These by-laws may be amended by a vote of a majority of the directors at any meeting of the directors duly called for that purpose.

Section 6. Conflict

In the case of any conflict between the Articles of Incorporation and these by-laws, the Articles shall control; and in the case of any conflict between the Declaration and these by-laws, the Declaration shall control.

SECTION 2

Articles of Incorporation Of Jamestown, Limited **(A Non-Stock Corporation)**

Note: These Articles were drafted and approved when the original development of the Jamestown subdivision started, and are listed here to further clarify legal understanding of Jamestown Ltd.

ARTICLE I Name

The name of the corporation shall be Jamestown, Limited.

ARTICLE II Period of Existence

The period of existence of Jamestown, Limited shall be perpetual.

ARTICLE III Purposes

The purposes of the corporation are:

- (a) To provide housing facilities for occupancy by at least one person 55 years of age or older per dwelling unit wherein the housing facility has significant facilities and services specifically designed to meet the physical and social needs of older persons. **NOTE: All references to age 55 are no longer applicable to these articles.**
- (b) To own, lease, improve, operate and maintain the Out lots, together with the open spaces and facilities therein, which are described on the plat of the Jamestown subdivision of Jamestown, Limited in the County of Racine, Wisconsin, ("Jamestown") toward the object of preserving or enhancing the natural beauty of such land and the enjoyment thereof by the residents of Jamestown and members of the corporation.
- (c) To determine the assessments and charges necessary to fulfill the obligations imposed by the "Declaration of Conditions, Covenants, Restrictions and Easements Regarding Jamestown" and to levy and collect such assessments and charges.
- (d) To care for vacant, unimproved or unkempt land, lots, or building sites within Jamestown and to remove grass, weeds or any other unsightly growths, structures or objects therefrom and to do any other things necessary or desirable in the opinion of the Board of Directors of this corporation to keep the lots, trees, shrubs, other vegetation or any other things erected or placed in or upon the land in Jamestown neat and in good order, including, but not limited to the provision of lawn cutting, snow removal and maintenance services to the residents of Jamestown.

(e) To examine and pass upon building, site, and landscape plans and specifications for any improvements to be erected, installed, or maintained (including residences, twindominiums, garages, fences, and walls) within Jamestown; to designate what areas of any lot may be occupied by any buildings or structures; to provide the distance that any building or buildings shall be placed from any street, drive or the lot line, subject to the restrictions now created, or which may hereinafter be created for the land hereinafter described. The corporation shall carry out the foregoing through the Architectural Control Committee established in the by-laws of the corporation, or through other committees established by the Board of Directors.

(f) To do and enforce all things that are necessary, proper or convenient to enforce, carry out and fulfill the general intent and terms of the "Declaration of Conditions, Covenants, Restrictions and Easements Regarding Jamestown" and all other Declarations and Open Space Easements which are and may hereafter be recorded affecting Jamestown and to make such rules and regulations and do and perform such acts as may be necessary or incidental to the health, comfort, safety, or general welfare of the persons residing on the property hereinafter described.

(g) To do any and all things in furtherance of its work and which may be necessary, proper or convenient for the carrying on of the purposes of said corporation.

(h) To select, adopt, own, promote, maintain, register and/or accept assignment of or licenses with respect to trademarks, service marks, trade names or other proprietary rights, such as, for example, the mark "**JAMESTOWN**," which may be used in conjunction with any activity conducted or engaged in or services performed, by or with the authority of the corporation, as provided or permitted in the Articles of Incorporation and the by-laws; to control, license, franchise, assign or otherwise dispose of, any trademarks, service marks, trade names or other proprietary rights which the corporation may own, control, or be licensed in respect of, and/or to enter into agreement of any kind whatsoever relating hereto, and to receive payments, royalties and/or fees therefor.

(i) To do anything similar or dissimilar to the foregoing purposes which is permitted of a non-stock corporation organized pursuant to Chapter 181 of the Wisconsin Statutes.

The land expressly referred to in the foregoing powers as Jamestown can be found at the Register of Deeds for Racine County, Wisconsin

ARTICLE IV Membership

All owners of an interest in buildable lots or twindominiums within Jamestown, except mortgagees and land contract vendors shall be members of the corporation subject to the terms, conditions, and obligations relating to membership as- may be set forth in the by-laws of the corporation.

ARTICLE V Directors

The number of directors of the corporation shall be fixed by the by-laws and in no event shall be less than three (3) nor more than seven (7). The number of directors constituting the present Board of

Directors after recordation of these Articles of Incorporation with the Register of Deeds for Racine County, Wisconsin, shall be three (3) and the names and addresses of the original directors are:

1. James L. Dickert
222 Main Street
Racine, WI 53403
2. Leonard Ziolkowski
222 Main Street
Racine, WI 53403
3. Beth A. Gonnering
222 Main Street
Racine, WI 53403

The manner in which directors shall be elected or appointed shall be provided by the by-laws.

ARTICLE VI By-laws

The Board of Directors shall adopt the initial by-laws. The by-laws may be amended as provided in the by-laws.

ARTICLE VII Principal Office

The location of the original principal office of the corporation shall be:

222 Main Street
Racine, WI 53403

ARTICLE VIII Registered Agent

The name and address of the original registered agent for the corporation is:

James L. Dickert
222 Main Street
Racine, WI 53403

ARTICLE IX Stock. Dividends. Dissolution

The corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of the corporation shall be distributed to its members, directors, or officers. The

corporation may pay compensation in a reasonable amount to employees, members, directors, or officers for services rendered, and may confer benefits upon its members in conformity with its purposes.

In the event of dissolution of the corporation, all of its assets, after payments of its liabilities shall be distributed to such one or more nonprofit corporations, societies, or organizations having purposes deemed by a majority of its directors to be similar to those of this corporation and if none are deemed to exist, then to nonprofit corporations, societies or organizations devoted to the promotion of aesthetic, cultural or educational purposes.

ARTICLE X Amendment

These Articles may be amended as provided in the by-laws of the corporation.

ARTICLES XI Incorporator

The name and address of the incorporator is:

John V. Casanova
601 Lake Avenue
P.O. Box 247
Racine, WI 53401

Executed in duplicate on this _____ day of _____ 1989.

John V. Casanova, Incorporator
STATE OF WISCONSIN
COUNTY OF RACINE

Personally came before me this _____ day of _____ 1989, the forenamed incorporator, John V. Casanova, to me known to be the person who executed the foregoing instrument and acknowledged the same.

SECTION 3

Amended And Restated Declaration Of Conditions, Covenants, Restrictions And Easements Regarding Jamestown Subdivision

This Amended and Restated Declaration is made as of 24th day of March, 2015.

In consideration of the premises and the mutual promises of the parties hereto to be bound by these protective covenants, the parties hereto do hereby impose upon the land comprising Jamestown the following conditions, covenants, restrictions, and easements hereinafter set forth which shall inure to the benefit of and pass with all said property and each and every parcel thereof and shall apply to and bind the successors in interest and any Owner thereof.

1.0 General Purpose

The general purpose of this Declaration to preserve and maintain the natural beauty of certain open spaces and recreational areas to be owned or leased by Jamestown Limited, a Wisconsin non-stock, non-profit Corporation; to protect owners of building against use of surrounding building in such a manner as will detract from the residential value of the property; to guard against the erection of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to encourage and secure the erection of attractive buildings; and to secure and maintain proper setbacks from streets.

2.0 Definitions

2.1 "Additional Property" means the real property (excluding the property described in Exhibit 1) and any improvements thereon whether now existing or hereafter constructed, the legal description of which is set forth in Exhibit 2 attached to the Declaration (as defined below) and made a part hereof by reference, which real property may be added in whole or in part at any time or from time to time to Jamestown in accordance with the provisions of this Declaration.

A) All references in the Declaration to Lots, Buildable Lots, Outlots and Common Areas shall include the lots, buildable lots, Outlots and common areas shown in the Additional Plat, a copy of which is attached as Exhibit 1 to the Declaration. As a result, (i) the term Jamestown shall include the Additional Property; (ii) the term Owner shall include the owners of portions of the Additional Property, who shall be entitled to the benefits of being members of the Corporation, effective on the date hereof, as an incident of ownership of a Lot; and (iii) all other references to defined terms shall be expanded to include the Additional Property and the Owners thereof.

B) The Corporation shall have jurisdiction over the Additional Property as a part of Jamestown.

C) The legal description, location and identity of the Lots, Outlots and Common Areas of the Additional Property are shown on Exhibit 1 hereto.

2.2 "Board" shall mean the Board of Directors of Jamestown, Limited.

2.3 "Buildable Lot" shall mean any improved lot with sanitary sewer and water available and the roads completed except for asphalt and shall include any Lot on which construction of a residential unit has commenced.

2.4 "Common Areas" shall mean all the general common areas as shown on the plat or plats of Jamestown executed and recorded by Developer, as such plat or plats may be amended from time to time, together with the improvements, and facilities constructed thereon. The Common Areas generally consist of those portions of Jamestown which are not a part of any residential lot, including, for example, Outlots, ponds, recreational areas or lots and streets that have not been dedicated to the public, all as set forth on Exhibit 1.

2.5 "Corporation" shall mean Jamestown, Limited, a Wisconsin non-stock, non-profit corporation, the association of Owners, of Buildable Lots in Jamestown.

2.6 "Declaration" shall mean the Declaration of Conditions, Covenants, Restrictions and Easements Regarding Jamestown, Limited on record with the Register of Deeds for Racine County, Wisconsin, in Volume 33 of Plats at Pages 165-168, as Document No.1322104, as amended from time to time.

2.7 "Fair Housing Act." Title VIII of the Civil Rights Act of 1968, as amended from time to time.

2.8 "Lessee" shall mean the lessee of a Residential Unit under a written lease which lease has an initial term of at least six (6) months.

2.9 "Lot" shall mean each platted Lot & shall include each Residential Unit constructed thereon, if any.

2.10 "Outlots" shall mean those certain Lots designated as Outlots on the final plats of the lands within Jamestown which have been or will be recorded with the Register of Deeds of Racine County, Wisconsin.

2.11 "Owner" shall mean the record Owner, whether one or more persons or entities, of the fee simple title to any single family or Villa (Twindominium) Lots including land contract vendees, but excluding land contract vendors and those having such interest merely as security for a mortgage or other performance of an obligation.

2.12 "Residential Unit" shall mean a completed individual family dwelling place. There are two Residential Units in each Twindominium.

2.13 "Rules and Regulations" shall mean and refer to the document or documents containing rules and regulations and policies adopted by the Board as same may be from time to time amended.

2.14 "Villa" (Twindominium) shall mean two individual family dwelling places located on the following lots:
Lots 21, 22, 23, 24, 25, 26, 40, 41, 42, 43, 44, 45, 86, 87, 88, 89, 90 and 91 as shown on the Plat of Jamestown, the legal description as Twindominium Lots.

3.0 Non-Stock Corporation

All Owners of Buildable Lots are required to be members of Jamestown Limited, a Wisconsin non-stock, non-profit Corporation, which owns, controls, and maintains all open spaces and Common Areas. The cost of maintaining the open spaces and Common Areas is paid by the Owners of Buildable Lots through fees levied by the Corporation.

4.0 Villas (Twindominiums)

Villas (Twindominiums) shall be organized under Section 703.365 of the Wisconsin Statutes pertaining to small residential condominiums unless the unit Owners elect in writing to take title to the property as tenants in common. Ownership may change from one form to another pursuant to Section 703.28 of the Wisconsin Statutes. Each Owner shall be bound by all the terms and conditions in this Declaration. Single family homes may be constructed on Twindominium Lots, but Twindominiums may not be constructed on single family Lots. The Declaration, Bylaws, Unit Owners Association and Condominium Plat shall be in a form approved by the Board of Directors. Lots 21, 22, 23, 24, 25, 26, 40, 41, 42, 43, 44, 45, 86, 87, 88, 89, 90 and 91 as shown on the Plat of Jamestown, the legal description as Twindominium Lots. Each family dwelling place within a Twindominium shall have a vote.

5.0 Lot Combinations

No Lot may be subdivided. However, two contiguous Lots may be combined for the construction of one single family home and three contiguous Lots may be combined to form two separate Lots for the construction of two single family homes. All Lots designated as residential shall be used for residential purposes only.

6.0 Leases

Any lease or rental agreement must be in writing and must be subject to the requirements of the project documents and the Corporation. No unit may be leased or rented for less than six (6) months.

7.0 Architectural Control Committee

7.1 The Architectural Control Committee ("ACC") shall be chosen and governed in accordance with the by-laws of the Corporation.

7.2 The ACC's approval or disapproval as required in these covenants shall be put in writing. In the event the ACC or its designated representative fails to approve or disapprove within forty-five (45) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction or require its removal has commenced within one (1) year of the date of completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

7.3 The ACC shall be allowed to charge the Owner or other party submitting the plans a reasonable fee for its costs incurred in reviewing and approving or disapproving the proposed plans. Said fee shall be determined by the Board from time to time and shall be collected at the time of submission of the plans. The ACC shall not approve plans, which are not accompanied by payment of the reasonable fee hereunder.

8.0 Home Design and Location

8.1 The homes on each lot shall comply with the following building requirements.

- A. Within Phase I & II
 - i. Each single-story home shall be a minimum of 1450 square feet in area.
 - ii. Each story and one-half home shall be a minimum of 1,800 square feet with a minimum of 1,200 square feet on the first floor.
 - iii. Each Twindominium unit shall be a minimum of 900 square feet with a minimum of 2,000 square feet for the entire Twindominium.
 - iv. Each two-story home shall be a minimum of 1800 square feet with a minimum of 900 square feet on the first floor.
- B. Within Phase III & IV
 - i. Each single-story home shall be a minimum of 1250 square feet in area.
 - ii. Each story and one-half home shall be a minimum of 1600 square feet with a minimum of 1,000 square feet on the first floor.
 - iii. Each split level or two-story home shall be a minimum of 1900 square feet with a minimum of 950 square feet on the first floor.

Floor space below grade shall not be counted in calculating the minimum allowed square feet of a home. The ACC may waive any of the foregoing floor area requirements by up to 10%. The number of square feet shall be determined on a uniform basis by the ACC. The number of square feet shall not include basement areas in the computation.

8.2 Any change to the color scheme or external appearance of a home must be approved by the ACC.

8.3 The design, layout, and exterior appearance of each residence shall be such that, in the opinion of the ACC at the time of approving the building plans, the residence will be of high quality and will have no substantial adverse effect on property values in the neighborhood.

8.4 Grade plans shall be submitted to the ACC for approval before altering the contour of any Lot. No sod, gravel, sand, or soil may be removed from any Lot except as approved by the ACC.

8.5 The interior and exterior construction of a residence shall be substantially completed and ready for occupancy within one (1) year after commencement of construction. Each Owner understands and agrees that the exact amount of damages suffered by the Corporation in the event of violation of this section is difficult to ascertain. Accordingly, any Owner who fails to complete construction within one (1) year, or such extended time as approved in writing by the ACC, shall be liable to the Corporation for liquidated damages in the amount of thirty dollars (\$30.00) for each day of delay.

8.6 All homes shall be designed by a professional home designer or architect. No structure shall be erected, placed, or altered on any Lot until the building plan specifications and plot plan showing the location thereof have been approved in writing as to quality, material, harmony of external design and colors topography, setbacks, finished grade elevation, driveways, and planning by the ACC, or by a representative designated by a majority of the members of said Committee. Such plans and specifications shall be submitted to the Corporation and approved in writing before a building permit from the Town is applied for.

9.0 Landscape Architectural Control Change of Landscaping

9.1 A landscape plan showing the proposed development of the entire Lot shall be submitted to the Corporation's ACC for approval within two (2) months after commencement of construction. Adequate surface drainage shall be installed and evidence of substantial progress in carrying out the approved landscape plans shall be shown to the Committee within twelve (12) months after the landscape plan has been approved by the Committee.

9.2 No sheds or other buildings may be built on any Lot.

9.3 No open burning is permitted on any Lot. Fire pits, grills and patio heaters are permitted.

10.0 Garage, Driveways, and Service Walks

Any garage constructed on a building site shall be directly attached to the residential structure. No construction of any apron for the purpose of storing any vehicle shall be permitted. All driveways and approaches must be concrete, asphalt, brick or cobblestone.

11.0 Utilities and Antennas

All electric lights, telephone lines, television services lines, or any other cable or conduit running from utility service lines or transformers to any residence shall be underground. Antennas discs etc. need ACC approval for placement.

12.0 Hedges and Fences

12.1 No hedges or fences over five (5) feet in height shall be permitted on any Lot except along the rear lot line. The Owner shall be responsible for maintenance of hedges and fences and for grass trimming.

12.2 Fences on Lots in Phase III and IV may be permitted in the sole discretion of the ACC.

13.0 Refuse

Cans, fire wood, or other materials of a similar nature stored or kept on any Lot must be stored inside a garage.

14.0 Pets

A maximum of two animals, such as a dog or cat or other usual and ordinary household pets, may be kept or maintained in or upon a Lot or Residential Unit. No separate outbuildings or enclosures may be erected or kept upon any Lot for the purpose of housing or restraining any animal or pet. Pets shall be on a leash or under control of the Owner or Owner's designee at all times.

15.0 Noxious Activity

No noxious, offensive or dangerous activity of any kind may be conducted upon any Lot, nor may any trade, business or profession be carried on and no activities may be conducted which would constitute a nuisance to other Owners of Lots within the subdivision.

16.0 Signs

With the exception of "home for sale" sign, no signs of any character, kind, or description shall be permitted upon any Lot in the subdivision.

17.0 Swimming Pools

No outdoor swimming pools shall be permitted anywhere in phase one and two except in the Common Areas. In-ground style swimming pool shall be permitted in Lots in phase three and four but only upon approval thereof by the ACC. For such purpose, the Lot Owner proposing a pool must submit, among other requirements of the ACC, a landscape plan for the entire Lot.

18.0 Tree and Brush Removal

All trees, brush, stumps, roots, or other similar materials that may be cut or cleared upon any Lot shall be removed from the subdivision, or in the alternate, reduced to firewood within ninety (90) days after such cutting or clearing. When any tree is felled upon any Lot, it shall be done in such a manner that no stump or protrusion above the level of the ground remains.

19.0 Boats

No outdoor storage of boats, campers, trucks, trailers or other vehicles is permitted.

20.0 Gardens

Each Buildable Lot Owner shall have the right to construct a vegetable/flower garden on the lot covering a contiguous area no greater than 240 square feet, provided that the location is approved by the Architectural Control Committee. In the case of a Twindominium the area may be no greater than 360 square feet in total, with each Buildable Lot Owner being entitled to an area of 180 square feet. Each Buildable Lot Owner shall be responsible for maintaining his or her garden in good order.

21.0 Services and Facilities

The Corporation shall be responsible for the management and control of the Common Areas and facilities and shall cause the same to be kept in clean, attractive and sanitary condition and shall maintain, repair and keep the same in good order and condition.

22.0 Repairs and Maintenance

22.1 Each Owner shall keep the unit inside and outside in a good, clean, sanitary and attractive condition except for those portions which the Corporation is required to maintain and repaired hereunder, if any. Each Owner shall be responsible for keeping the interior and exterior of his unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, furnaces, lighting fixtures, refrigerators, air conditioning equipment, dishwashers, disposals, laundry equipment such as washers and dryers, ranges, or other equipment which may be in or connected with the unit.

22.2 The Owner shall not, without first obtaining the written consent of the Corporation, make or permit to be made any structural alteration, changes or improvements to his or her unit, or in or to the exterior of any building or any Common Area and facility. A Twindominium Owner shall not perform or allow to be performed any act or work which will impair the structural soundness or integrity of any building or the safety of the property or impair any easement without the prior written consent of all Owners of that Twindominium.

22.3 The Architectural Control Committee shall have the right, at its option, to inspect all Lots and the external portions of all buildings, including the roofs, sidewalks, driveways, gardens, landscaping, lawns, etc. to determine that they are maintained in keeping with the standards established by the Board and the Architectural Control Committee. In the event repair or maintenance work is required, the Architectural Control Committee shall so notify the Owner and the Owner shall have 30 days in which to complete repair or maintenance unless the time is extended by majority consent of the Architectural Control Committee. In the event the Owner disagrees with respect to the necessity of the maintenance, the matter shall be referred to the Board of Directors in writing within 30 days after receiving notice from the Architectural Control Committee. The Board shall place this on the agenda at the next regular meeting or special meeting to be held within 30 days following receipt of notice of appeal from the Owner whichever is earlier. The decision of the Board of Directors shall be final.

22.4 In the event the repairs or maintenance are not completed as set forth above, the Board of Directors shall have the right, at its option, to arrange for said repair or maintenance. The Owner hereby grants an easement over his property to permit such repair or maintenance and hereby agrees to allow such repair or maintenance to be made. The cost of said repair or maintenance shall be assessed against the Owner. Such entry shall be made with prior notice to the Owner and with as little inconvenience to the Owner as practical and any damage caused thereby shall be repaired by the Corporation and the cost of repair or maintenance assessed against the Owner.

23.0 Damage Destruction or Condemnation

If the Common Areas or common property are damaged, destroyed or condemned, the Common Areas or property shall be repaired or restored unless at least 75% of the voting membership of the Corporation shall vote not to repair or reconstruct. A vote not to repair or reconstruct shall be subject to any existing municipal ordinances or orders. If the insurance proceeds are insufficient, the deficiency shall be an assessment against the unit Owners.

24.0 Insurance

24.1 The Board of Directors of the Corporation shall provide and maintain fire and extended coverage insurance on all Common Areas and facilities in the amount of the full insurable value (replacement value) of the buildings excluding foundation and excavation costs.

24.2 The Owner shall maintain fire and extended coverage insurance on all buildings on the Owner's Lot together with liability insurance thereon.

24.3 The Board of Directors on behalf of the Corporation and as its common expense shall provide and maintain comprehensive general liability insurance covering all Owners with respect to any liability resulting from their ownership of the general Common Areas, all in such amounts as may be determined at the discretion of the Board of Directors from time to time but in no event less than \$1,000,000 for bodily injury and property damage for any single occurrence without prejudice to the right of any Owner to maintain additional liability insurance on his behalf in the Common Areas. The Board of Directors may also provide workman's compensation insurance and fidelity bonds on such officers and employees and such other insurance as shall be deemed necessary for the protection of the Corporation and the unit Owners, all in such amounts as is determined by the Board of Directors from time to time.

24.4 The Board of Directors, at its sole discretion, may provide such other insurances as it deems appropriate, including liability insurance for the Corporation's officers and directors when said officers and directors are acting in their official capacity.

25.0 Indemnification

To the fullest extent permitted by law, every director and officer of the Corporation, every member of a committee shall be indemnified by the Corporation, and every other person serving as an employee or direct agent of the Corporation, or on behalf of the Corporation as a member of a committee or otherwise, may, in the discretion of the Board, be indemnified by the Corporation, against all expenses and liabilities, including without limitation attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having served in such capacity on behalf of the Corporation or any settlement thereof, whether or not he is a director, officer or member of a committee or serving in such other specified capacity at the time such expenses are incurred, provided that the Board shall determine, in good faith, that such officer, director, member of the Committee or other person did not act, fail to act, or refuse to act with gross negligence or fraudulent or criminal intent in the performance of his duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such persons may be entitled at law or otherwise.

26.0 Non-Liability of Officials

To the fullest extent permitted by law, neither the Board, nor any member of a committee of the Corporation, nor any director or officer of the Corporation, shall be liable to any member of the Corporation, Owner, the Corporation or any other person or entity for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of drawings or specifications (whether or not defective), course of action, act, inaction, omission, error, negligence or the like made in good faith and which Developer, the Board, or such committees of persons reasonably believed to be within the scope of their respective duties.

27.0 Charges, Assessments, and Special Assessments

27.1 The Corporation shall have the right to assess the Buildable Lots and the members of the Corporation who are the Owners of said Lots in Jamestown for costs relating to the administration, maintenance, Outlots, Common Areas, recreational facilities and other facilities in Jamestown; for costs relating to the establishment of reserves for repair and replacement of facilities within Jamestown, for lawn and landscaping maintenance, for real estate taxes and assessments relating to Common Areas and Outlots; for costs of administration of the Corporation, including but not limited to legal, accounting and management costs, damages and cost of litigation; costs incurred for the benefit of the Lots, Common Areas, Outlots, Owners or the Corporation as determined by the Board of Directors of the Corporation, and cost incurred by the Corporation in providing for the health, safety, and welfare of the residents of Jamestown and the members of the Corporation. The Corporation also may expend its funds for any purposes for which any municipality may expend its funds under the laws of the State of Wisconsin, (all such costs hereinafter being referred to as "Costs"). The Costs shall be assessed against all Buildable Lots. Each Owner of a Buildable Lot for which an occupancy permit has not been issued shall be assessed fifty (50%) percent of the prorated Buildable Lot assessment.

27.2 The Corporation shall establish the time at which assessments are to be made and the amount of such assessments. Assessments so levied shall be payable 30 days from the date of such levy, and the Corporation shall notify the Owner of every Lot so assessed the amount of assessment and the date the assessment becomes due and payable. Notice shall be mailed to the Owner at the last known post office address by United States mail. Waiver of use of the Common Areas by an Owner shall not void or diminish the amount of assessment.

27.3 Common Areas and all drainage facilities, including, but not limited to detention basins, ponds, culverts and storm sewers shall be owned by and maintained in a good and proper operating condition by the Corporation pursuant to the terms of this Declaration. In the event that the Corporation responsible for maintaining the Common Areas and drainage facilities shall fail to maintain the same as provided herein, the Village of Mount Pleasant and Caledonia shall not have the right to enter upon the property located in the respective Village to maintain the same, including, but not limited to the maintenance of any channel, storm sewer; basin, pond, road or Common Area and to charge the same to the Corporation. In the event said Corporation shall not pay the same or shall riot then exist, the Village shall have a right to specially assess the Lots within the subdivision proportionately for such costs as provided in Section 66.60(16), Wis. Stats.

27.4 The Corporation shall establish and maintain an adequate reserve fund for the replacement of improvements to the Common Areas. The fund shall be maintained out of regular assessments for common expenses.

27.5 All assessments shall be made on the basis of a fiscal year budget prepared by the Corporation and submitted to the members not less than thirty (30) days before the beginning of the fiscal year. If within thirty (30) days after the Corporation's determination of the assessments and their submission to Owners of Buildable Lots, a petition is presented to the Corporation protesting the proposed fiscal year assessments and signed by over fifty percent (50%) of members entitled to vote who are required to pay such proposed assessment, then the Corporation shall call a meeting of Buildable Lot Owners for the sole purpose of reviewing the budget and assessments; and postpone assessment due dates until after such meeting. At such meeting, a vote by over fifty percent (50%) of the members entitled to vote who are required to pay such proposed assessments may revise the budget and assessments upward or downward, and such revised budget and corresponding assessments shall replace for all purposes the ones previously established by the Corporation; provided however that the budget and assessments may not be revised downward to a point lower than the average of the total budgets for the same assessments for the preceding two years; and provided further that if a budget and assessment has not been established and made for two (2) preceding years, then the amount of the budget may not be revised downward until two (2) years of such experience exists and further provided sufficient sums have been budgeted to provide the services set forth in this Declaration.

27.6 Each Buildable Lot in Jamestown shall also be subject to special assessment by the Corporation to cover all or any portion of the expenses incident to the enforcement of this Declaration of Conditions, Covenants, Restrictions, and Easements concerning said Lot including in the case of a vacant, unimproved, or unkempt Lot, its maintenance in the removal of weeds, grass, or any other unsightly or undesirable objects therefrom.

27.7 All common expenses and assessments when due shall immediately become a personal debt of the Owner and also a lien, until paid, against the Residential Unit and/or Buildable Lot to which charged without the necessity of filing such lien, and this provision shall constitute sufficient notice to all successors of title to Residential Units. The right to collect or enforce the collection of charges, assessments, or special assessments is hereby exclusively delegated to the Corporation. All charges and special assessments which are unpaid thirty (30) days after the date upon which due, shall from the due date accrue compound interest at the rate of 1.5% per month. The Corporation shall have the right to bring any and all actions and proceedings for the collection of the charges, assessments, special assessments, interest, costs and reasonable attorneys' fees and the enforcement of liens therefor, including but not limited to the rights set forth in Section 779.70 of the Wisconsin Statutes.

27.8 Any lien for delinquent assessments or charges the Corporation has on a Residential Unit and/or Buildable Lot shall be subordinate to a first mortgage on the Residential Unit and/or Buildable Lot if the mortgage was recorded before the delinquent assessment or charge was due.

28.0 Owner's Conveyance to Include Interest in Common Areas and Facilities

No Owner shall execute any deed, mortgage, lease or other instrument affecting title to Owner's Lot without including both Owner's interest in the Lot and Owner's interest, if any, in the Common Areas and facilities (the latter in accordance with their corresponding

percentage of ownership therein), it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the others shall be deemed, and taken, to include the interest or interest so omitted even through the latter is not expressly mentioned or described therein.

29.0 Change of Use of Corporation Land

Upon (a) adoption of a resolution by the Board stating that in the Board's opinion the then present use of a designated part of any real property then owned by the Corporation (the "Corporation Land") or of the Common Areas or Outlots is no longer in the best interests of the Owners of real property within Jamestown, and the approval of such resolution by a majority of the members of the Corporation who are voting in person or by proxy at a meeting duly called for such purpose and (b) the Board shall have the power and right to change the use thereof (and in connection therewith, construct, reconstruct, alter or change the improvements thereon in any manner deemed necessary by the Board to accommodate the new use), provided such new use (c) shall be for the benefit of the Owners of real property with Jamestown, and (d) shall be consistent with any deed restrictions and zoning regulations restricting or limiting the use of the Corporation Land or such Common Areas; provided, however, and notwithstanding the provisions of paragraph 30 of this Declaration, any change in the use of open space areas and including the preservation of the S.T.H. 38 entrance shall require approval of the County and any other agency whose consent is required by law.

30.0 Amendment and Termination

30.1 This Declaration can be amended at any time by seventy-five percent (75%) of the voting members of Jamestown. The amendment shall take effect on the date of recording of the amendment with the register of deeds.

30.2 A meeting of the voting members of Jamestown was held on March 18, 2015, whereby 75% of the voting members consented via ballot authorizing this Amended and Restated Declaration. Copies of the ballots are on file with the Board.

31.0 Enforcement

The Corporation shall have the sole right to enforce the provisions hereof by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions of this Declaration, including any and all rights and remedies available at law or equity, and the recovery of all costs and expenses, including but not limited to attorney's fees, court costs and compound interest at 1.5% per month. In the event of failure of the Corporation to institute enforcement proceedings within six (6) months from the commencement of a violation, any of the Lot Owners in Jamestown shall have a concurrent right against the Residential/Buildable Lot Owner and/or the Corporation to enforce the provisions, hereof, provided, however, that he or she first submit written notice by certified mail to the Corporation and thirty (30) days expire without the Corporation's commencing legal action, and further provided that such enforcement be at his or her own expense.

32.0 Agreement to Terms

By acceptance of a conveyance of property which is subject to this Declaration, the grantee, mortgagee, or transferee thereof acknowledges, accepts, and agrees to its terms, rights, duties, and obligations and confirms in and grants to the Corporation the right of enforcement of this Declaration as aforesaid.

33.0 Failure of Corporation to Insist on Strict Performance - No Waiver

The failure of the Corporation to insist in any one more or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of the Declaration, or to exercise any right or option herein contained, or to serve any notice or institute any action shall not be construed as a waiver or a relinquishment for the future, of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Corporation of payment of any assessment from an Owner, with knowledge of the breach of any covenant hereof, shall not be deemed to be a waiver of such breach, and no waiver by the Corporation of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Corporation.

34.0 Partition of Outlots and Common Areas Prohibited

There shall be no partition of Outlots and Common Areas through judicial proceedings or otherwise until this Declaration is terminated and the property withdrawn from its terms.

35.0 Notices

All notices and other documents required to be given by this Declaration or the By-laws of the Corporation shall be sufficient if given to one registered Owner of a unit regardless of the number of Owners who have an interest therein.

36.0 Number and Gender

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

37.0 Severability

If any provision of this Declaration or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Declaration or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

38.0 Captions

The marginal or topical headings of the Sections contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Sections of this Declaration.

39.0 Joint and Several Liability

In the case of joint ownership of a Lot, the liabilities and obligations of each of the joint Owners set forth in or imposed by the Declaration, shall be joint and several.

40.0 Binding Effect

Deeds to and instruments affecting all or any part of Jamestown may contain the covenants herein set forth by reference to this Declaration; but regardless of whether any such reference is made in any deed or instrument, each and all of the covenants shall be binding upon the grantee-Owner or other person claiming through any instrument and his or her heirs, executors, administrators, successors and assigns.

41.0 Interpretation

Except for judicial construction, the Corporation, by its Board, shall have the exclusive right to construe absence of any adjudication to the contrary by a court of competent jurisdiction, the Corporation's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the provisions hereof.

42.0 Mailboxes and Residential Lamp Posts

42.1 All residential light posts and mailboxes shall be uniform including any replacements.

42.2 All residential light posts and mailboxes shall be maintained, repaired and replaced at the expense of the Owner of the Unit.

(SIGNATURE PAGE FOLLOWS)

JAMESTOWN LIMITED

By: John M. Ellgas (Signed)

Name: _____

Its: President

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

This document was acknowledged before me by John M. Ellgas as President of Jamestown Limited on this 24th day of ~~October, 2014.~~ March, 2015

Notary Public, State of Wisconsin
My Commission Expires: _____

Drafted by:
Daniel J. Miske
Whyte Hirschboeck Dudek S.C.

Recorded as Document Number: 2409060

June 4, 2015 at 9:23 AM, 27 Pages in Racine , WI

EXHIBIT 1 – LEGAL DESCRIPTION

PARCEL 1:

Lots 1-20, 23, 25-33, 71-88, 90-93 and Outlots 1, 2, 3, 4, 5, 6, 7, 8, and 9, Jamestown Subdivision, Village of Mount Pleasant and the Village of Caledonia, Racine County, Wisconsin.

Tax Key Nos.: See Attached (Not Included)

PARCEL 2:

Lots 34-67, Jamestown II Subdivision, Village of Mount Pleasant and the Village of Caledonia, Racine County, Wisconsin.

Tax Key Nos.: See Attached (Not Included)

PARCEL 3:

Lots 94-139, and Outlot 10, Jamestown III Subdivision, Village of Mount Pleasant and the Village of Caledonia, Racine County, Wisconsin.

Tax Key Nos.: See Attached (Not Included)

PARCEL 4:

Lots 140-187 and Outlot 11, Jamestown IV Subdivision, Village of Mount Pleasant and the Village of Caledonia, Racine County, Wisconsin.

Tax Key Nos.: See Attached (Not Included)

PARCEL 5:

Unit A and Unit B, G-M Condominium, Village of Mount Pleasant and the Village of Caledonia, Racine County, Wisconsin.

Tax Key Nos.: See Attached (Not Included)

PARCEL 6:

Unit A and Unit B, B-D Condominium, Village of Mount Pleasant and the Village of Caledonia, Racine County, Wisconsin.

Tax Key Nos.: See Attached (Not Included)

PARCEL 7:

Unit A and Unit B, M-Y Condominium, Village of Mount Pleasant and the Village of Caledonia, Racine County, Wisconsin.

Tax Key Nos.: See Attached (Not Included)

PARCEL 8:

Unit A and Unit B, J-N Condominium, Village of Mount Pleasant and the Village of Caledonia, Racine County, Wisconsin.

Tax Key Nos.: See Attached (Not Included)

EXHIBIT 2 – ADDITIONAL PROPERTY

NONE