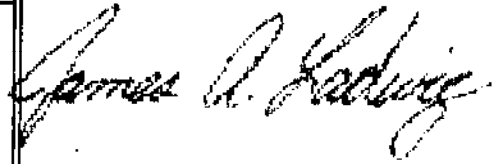


RESTRICTIVE COVENANTS FOR
JAMESTOWN V SUBDIVISION

DOC # 2080533
Recorded
APR. 13, 2006 AT 04:26PM

Document Number

Document Title



JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$47.00



Name and Return Address

Summerhill Development
6949 Mariner Drive
Racine, WI 53406

47-

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

EXHIBIT A
LEGAL DESCRIPTION

Lots 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 209, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286 and 287, together with a 100/100th interest in Outlots 12 and 13, in Jamestown V, being part of the Northwest 1/4 and Northeast 1/4 of the Southeast 1/4 and part of the Northwest 1/4 and Southwest 1/4 of the Northeast 1/4 of Section 2, Town 3 North, Range 22 East, in the Village of Mt. Pleasant, Racine County, Wisconsin.

Lot	Key No.	Lot	Key No.
188	51-151-03-22-02-304-188	238	51-151-03-22-02-304-238
189	51-151-03-22-02-304-189	239	51-151-03-22-02-304-239
190	51-151-03-22-02-304-190	240	51-151-03-22-02-304-240
191	51-151-03-22-02-304-191	241	51-151-03-22-02-304-241
192	51-151-03-22-02-304-192	242	51-151-03-22-02-304-242
193	51-151-03-22-02-304-193	243	51-151-03-22-02-304-243
194	51-151-03-22-02-304-194	244	51-151-03-22-02-304-244
195	51-151-03-22-02-304-195	245	51-151-03-22-02-304-245
196	51-151-03-22-02-304-196	246	51-151-03-22-02-304-246
197	51-151-03-22-02-304-197	247	51-151-03-22-02-304-247
198	51-151-03-22-02-304-198	248	51-151-03-22-02-304-248
199	51-151-03-22-02-304-199	249	51-151-03-22-02-304-249
200	51-151-03-22-02-304-200	250	51-151-03-22-02-304-250
201	51-151-03-22-02-304-201	251	51-151-03-22-02-304-251
202	51-151-03-22-02-304-202	252	51-151-03-22-02-304-252
203	51-151-03-22-02-304-203	253	51-151-03-22-02-304-253
204	51-151-03-22-02-304-204	254	51-151-03-22-02-304-254
205	51-151-03-22-02-304-205	255	51-151-03-22-02-304-255
206	51-151-03-22-02-304-206	256	51-151-03-22-02-304-256
207	51-151-03-22-02-304-207	257	51-151-03-22-02-304-257
208	51-151-03-22-02-304-208	258	51-151-03-22-02-304-258
209	51-151-03-22-02-304-209	259	51-151-03-22-02-304-259
210	51-151-03-22-02-304-210	260	51-151-03-22-02-304-260
211	51-151-03-22-02-304-211	261	51-151-03-22-02-304-261
212	51-151-03-22-02-304-212	262	51-151-03-22-02-304-262
213	51-151-03-22-02-304-213	263	51-151-03-22-02-304-263
214	51-151-03-22-02-304-214	264	51-151-03-22-02-304-264
215	51-151-03-22-02-304-215	265	51-151-03-22-02-304-265
216	51-151-03-22-02-304-216	266	51-151-03-22-02-304-266
217	51-151-03-22-02-304-217	267	51-151-03-22-02-304-267
218	51-151-03-22-02-304-218	268	51-151-03-22-02-304-268
219	51-151-03-22-02-304-219	269	51-151-03-22-02-304-269
220	51-151-03-22-02-304-220	270	51-151-03-22-02-304-270
221	51-151-03-22-02-304-221	271	51-151-03-22-02-304-271
222	51-151-03-22-02-304-222	272	51-151-03-22-02-304-272
223	51-151-03-22-02-304-223	273	51-151-03-22-02-304-273
224	51-151-03-22-02-304-224	274	51-151-03-22-02-304-274
225	51-151-03-22-02-304-225	275	51-151-03-22-02-304-275
226	51-151-03-22-02-304-226	276	51-151-03-22-02-304-276
227	51-151-03-22-02-304-227	277	51-151-03-22-02-304-277
228	51-151-03-22-02-304-228	278	51-151-03-22-02-304-278
229	51-151-03-22-02-304-229	279	51-151-03-22-02-304-279
230	51-151-03-22-02-304-230	280	51-151-03-22-02-304-280
231	51-151-03-22-02-304-231	281	51-151-03-22-02-304-281
232	51-151-03-22-02-304-232	282	51-151-03-22-02-304-282
233	51-151-03-22-02-304-233	283	51-151-03-22-02-304-283
234	51-151-03-22-02-304-234	284	51-151-03-22-02-304-284
235	51-151-03-22-02-304-235	285	51-151-03-22-02-304-285
236	51-151-03-22-02-304-236	286	51-151-03-22-02-304-286
237	51-151-03-22-02-304-237	287	51-151-03-22-02-304-287

**RESTRICTIVE COVENANTS
FOR
JAMESTOWN V SUBDIVISION**

Declaration of conditions, covenants, restrictions and easements regarding Jamestown V Subdivision, Village of Mt. Pleasant, Racine County, Wisconsin (the "Declaration").

This declaration is made by Summerhill Development Corporation, hereinafter called "Developer", as owner of certain real property in Racine County, Wisconsin:

WHEREAS, the Developer holds title to certain real estate located in the Village of Mt. Pleasant, Racine County, Wisconsin, (the "Village") described in Exhibit A to this Declaration, which lands have been platted as Jamestown V Subdivision, said lands being hereinafter referred to as the "Subdivision"; and,

WHEREAS, this Declaration will carry out the aforesaid purposes and will assure each subsequent owner of property in the Subdivision of the continuance of these standards.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties to be bound by these restrictive covenants, the Developer hereby imposes upon the lands described in Exhibit A and known as Jamestown V Subdivision, the 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.

I. GENERAL PURPOSE

The general purpose of this declaration is to help assure that the Subdivision will become and remain an attractive development, to insure the best use and most appropriate development and improvement of each building site to protect owners of building sites against use of surrounding building sites in such a manner as will detract from the residential value of the property, to guard against the erection on building sites of poorly designed or proportioned structures, to obtain harmonious use of material and color schemes, to insure the highest and best residential development of said property, to encourage and secure the erection of attractive buildings designed and built in accordance with a harmonious theme, to secure the appropriate locations thereof on building sites, to prevent haphazard and inharmonious improvement of building sites; and to secure and maintain proper setbacks from streets.

II. TERMINATION

Except as otherwise specifically stated, the restrictions are to run with the land and shall be binding on all parties hereto and all persons claiming under them for a period of twenty-five (25) years from the date they are recorded, at which time, said Conditions, Covenants, Restrictions and easements shall be automatically extended for successive periods of ten (10) years unless the record owners of three-fourths (3/4) or more of the lots in the Subdivision shall:

A. Execute a written document modifying, amending or rescinding these conditions, covenants, restrictions and easements or any one or more of them in whole or in part; and

B. Record such document in the office of the Register of Deeds of Racine County, Wisconsin.

C. Sections XIII, XVII, XIX, XX, XXVI, XXVIII, XXIX, XXX and XXXIV of these Restrictive Covenants are to be held in perpetuity and are not subject to termination, rescission, or modification as set forth in Paragraphs III (A) and III (B) above without the express written approval of the Village of Mt. Pleasant.

D. See Section XXVI (Modification) for limits on provisions contained herein that may not be terminated or modified.

III. SEVERABILITY

Invalidation of any provision of these restrictions by judgment or other court order shall not in any way affect any of the other provisions which shall remain in full force and effect.

IV. ARCHITECTURAL CONTROL COMMITTEE

No structure shall be erected, placed, or altered on any lot until the building plans, landscape plans, specifications and plot plan showing the location thereof have been approved in writing as to quality, materials, harmony of external design and colors with the existing and planned structures, and as to location with respect to topography, neighboring homes, setbacks, finished grade elevations, driveways and planning by the Architectural Control Committee. **Such plans and specifications shall be submitted to the Architectural Control Committee and approved before a building permit from the Village of Mt. Pleasant is applied for. Two** copies of the building plan and two copies of the survey are to be submitted to the Architectural Control Committee. Upon approval, one copy of the plan and one copy of the survey will be returned to purchaser and one copy will be retained by the Architectural Control Committee.

A. The design layout and exterior appearance of each residence shall be such that, in the opinion of the Architectural Control Committee at the time of approving the building plans, the residence will be of compatible design and quality to existing homes in the Subdivision and will

have no substantial adverse effect on the property values in the neighborhood.

B. The approval or disapproval of the Architectural Control Committee as required by these covenants shall be in writing. Should the Architectural Control Committee fail to approve or disapprove such plans and specifications and the location **within thirty (30) days** after submission of the plans to it, then such approval will not be required, but all other conditions and restrictions herein contained shall remain in force, and the related covenants shall have been deemed to have been fully complied with.

C. The initial Architectural Control Committee is composed of Raymond C. Leffler and Michael Lawrence.

D. The address of the Architectural Control Committee is:

6949 Mariner Drive
Racine, WI 53406

E. The Architectural Control Committee may designate a representative to act for it. In the event of the death or resignation of a member of the Architectural Control Committee, the remaining member(s) shall have full authority to designate a successor. Neither the members of the Architectural Control Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

F. If, at any time, the Architectural Control Committee has ceased to exist as such and has failed to designate a representative to act for it, the owners of a majority of the lots in the Subdivision may elect a successor committee at a meeting of lot owners called by notice in writing, mailed to the last known address of all Subdivision lot owners as shown on the assessment rolls of the Village of Mt. Pleasant and in the absence of such an Architectural Control Committee, the need for the Architectural Control Committee approval is dispensed with.

G. The Architectural Control Committee may grant a special exception to specific restrictions where a literal application would cause undue hardship and where the granting of such special exception would not be incompatible with the basic concept of the Subdivision.

V. DWELLING QUALITY

The face of every outside wall of any residence, including chimney chases, shall be constructed of materials approved by the Architectural Control Committee. All residences shall have roofs constructed of dimensional shingles with not less than a 6" to 12" (6/12) pitch including the garage. All residences shall have some brick or stone on the front elevation unless brick or stone would be contrary to the design of the home, and shall be approved by the Architectural Control Committee. All residences shall have a minimum of one window, in an acceptable size as determined by the Architectural Control Committee, on every elevation.

Every residence hereafter erected shall have minimum floor areas as follows:

For LOTS 199 THROUGH 222, 248, 249, and 237 THROUGH 239

1 Story (Ranch Style)	1500 sq. ft. minimum
2 Story (Traditional)	2000 sq. ft. minimum
1 ½ Story (Example: Cape Cod)	1900 sq. ft. minimum

For ALL OTHER LOTS:

1 Story (Ranch Style)	1700 sq. ft. minimum
2 Story (Traditional)	2000 sq. ft. minimum
1 ½ Story (Example: Cape Cod)	2000 sq. ft. minimum

For purposes of this section "floor area" shall be defined as the area within the exterior wall lines of a building and shall not include floor space below grade at front foundation line, basements, garages, breezeways, and unenclosed porches, attics and other areas not finished or useable as living quarters.

VI. LANDSCAPE ARCHITECTURAL CONTROL

A landscape plan showing the proposed development of the entire lot shall be submitted to the Architectural Control Committee for approval within two (2) months after issuance of an occupancy permit for the residence on said lot. Adequate surface drainage shall be installed and evidence of substantial progress in carrying out the approved landscape plans shall be shown to said Architectural Control Committee within twelve (12) months after the landscape plan has been approved by said Architectural Control Committee. All surface drainage and finish grade elevations shall comply with the master grading and drainage plan for the Subdivision which has been filed with the Village of Mt. Pleasant. The landscape plan shall, at a minimum for each residential unit, include the installation near the front property line of two (2) trees of not less than 3" in diameter as specified by the Architectural Control Committee.

VII. BUILDING LOCATION

Subject to approval by the Architectural Control Committee, structures may be located anywhere on a lot, provided such location is consistent with the basic principles of good site interrelationship between the various other nearby structures and provided further that no structure or part thereof shall be erected contrary to the Village of Mt. Pleasant ordinances and/or Racine County in force at the time of construction. The minimum front yard set back, side yards and rear yard set back are determined by the Village of Mt. Pleasant and each structure to be built in the subdivision shall be located on the lot in conformity with applicable Village

ordinances.

As disclosed on the Final Plat, lots 199 through 209 contain a 100 foot habitable building setback line from the overhead power lines.

VIII. GARAGES, DRIVEWAYS, AND LANDSCAPING

Each residence constructed in the Subdivision shall have at least a two car garage which shall be directly attached to the residential structure or attached by a breezeway not longer than twenty feet (20') in length. No residence may have a garage which shall be larger than necessary to accommodate three (3) cars. No construction of any apron for the purpose of storing any vehicle shall be permitted. *Detached garages of any size are prohibited.*

To minimize dust and to enhance the appearance of the Subdivision, the driveway or driveways shall, within one (1) year after issuance of the occupancy permit for a building site, be surfaced with concrete, blacktop, brick or other hard surface material acceptable to the Architectural Control Committee. The plans and specifications for residences submitted to the Architectural Control Committee for approval shall include the specifications for the location and surfacing of the driveways and walkways.

IX. UTILITIES AND ANTENNAS

All electric lines, telephone lines, television service lines, or any other cable or conduit running from utility service lines or transformers to any residence shall be underground. No exterior antenna, satellite dish receiver, or other similar device or structure for the transmission or reception of electric signals of any nature shall be allowed on any lot within the Subdivision without the approval of the Architectural Control Committee. Any such exterior antenna, satellite dish receiver or similar device shall not exceed 18" in diameter and shall not be visible from the street. There shall be no free-standing tower type antennas allowed in the subdivision.

X. HEDGES AND FENCES

A. Hedges shall be permitted provided that the same are located as required by these covenants and maintained by the lot owner.

B. Firewood or other materials of a similar nature stored or kept on any lot must be screened from view by means of a fence or wall of sufficient height to conceal the same, but no higher than four (4) feet, by shrubbery of sufficient density to accomplish the same purpose, or other approved screening.

C. No hedge may extend to a point nearer to the street on which the house fronts than the front foundation line of such house.

D. No fence shall be permitted to extend nearer to any street than the rear foundation line of the principal structure.

E. Fences or walls required by the Village of Mt. Pleasant building code relative to the installation of a swimming pool shall be low in profile, a maximum of four (4) feet in height, aesthetically pleasing and in keeping with the design and architectural style of the home.

F. The location, design, construction and material for all fences or walls are subject to approval by the Architectural Control Committee. No fence may be constructed which subdivides any lot. **Chain link fencing is expressly prohibited.**

XI. PETS

No livestock, poultry, reptile, or other animal shall be kept, raised or bred on any lot for any commercial purpose. No animals may be kept or maintained upon any lot except dogs, cats, fish, birds or other usual and ordinary household pets. No separate outbuildings or enclosures may be erected or kept upon any lot for the purpose of housing or restraining any animal or pet, except if such building or enclosure have a concrete paved floor and be physically attached to the residence as a part thereof. Owners shall keep their pets under direct control at all times. No pets shall be permitted to cause a nuisance or unreasonable disturbance. All owners shall promptly and regularly clean up the excrement of their pets. **Chain link dog runs are prohibited.**

XII. FILLING BUILDING SITE AND CHANGING CONTOUR

Where fill is necessary on the building site to obtain the proper topography and finished ground elevation, it shall be ground fill, free of waste material, and shall not contain noxious materials which will give off odors of any kind, and all deposited fill materials shall be leveled immediately after completion of the building. Any excess excavation of earth shall be removed from the building site. Grade plans shall be submitted to the Architectural Control Committee for approval before altering the contour of any lot so as to 1) change the pre-existing surface water drainage as affects any adjoining lots, and/or 2) create a slope of more than four (4) horizontal feet to one (1) vertical foot within twenty (20) feet of any lot line. The finished grade of any improved lot in the Subdivision shall comply with the Master Grading Plan on file with, and approved by the Village of Mt. Pleasant and Racine County. Changes to this covenant are only allowed with written Architectural Control Committee approval and may require the approval of the Village of Mt. Pleasant and Racine County. Prior to the conveyance of lots, the Developer shall cause all grading, excavations, open cuts, side slopes, and other land surface disturbances to be so mulched, seeded, sodded, or otherwise protected so that erosion, siltation, sedimentation, and washing are prevented in accordance with the plans and specifications approved by, and on file with, the Village Engineer. Upon conveyance of individual lots, individual lot owners shall assume the responsibility for maintaining the erosion control measures put in place by the Developer. If individual lot owners fail to maintain said erosion

control measures, for all periods of time for which the Developer retains any responsibility to the Village under the Developer's Agreement, the Developer shall have the right to enter upon any lot or common area in the Subdivision for the purpose of restoring the same or providing maintenance pursuant to the Developer's Agreement. The Developer shall have no liability except as provided for under the Developer's Agreement to any lot owner, or the Homeowner's Association, with respect to work required by the Village of Mt. Pleasant and performed under the terms of this paragraph. In the event that restoration or maintenance is required by reason of the act or neglect of any lot owner, or the Homeowner's Association, the Developer shall have the right to recover its costs from said owner or the Homeowner's Association. After the Developer's responsibility under the Developer's Agreement has expired, the right to enter upon any lot or common area to restore same, or provide maintenance shall transfer to the Homeowner's Association. No sod, gravel, sand, or soil may be removed from any lot except in connection with the construction of a building upon said lot and then only so much as is necessary and essential in the furtherance of such construction and in compliance with all applicable Village and County Ordinances. Without the consent of the Architectural Control Committee no materials be removed beyond the Subdivision boundaries. All surplus soils shall be placed at locations within the Subdivision which are approved by the Architectural Control Committee at no charge to the Developer.

XIII. SITE MODIFICATION

Portions of the Subdivision are located within wetlands areas and conservation areas as indicated on the Plat. Each lot shall be developed in conformity with all applicable laws and ordinances regarding these environmentally sensitive areas. Any proposed site grade modification must be approved by the Architectural Control Committee and the Village of Mt. Pleasant. In no case shall any site modification occur on any Outlots unless specifically authorized in writing by the Architectural Control Committee and the Village of Mt. Pleasant.

Clear cutting of trees on individual lots is hereby prohibited. Only those trees located within the proposed building pad, and a sufficient area on the lot surrounding said building pad to facilitate construction, shall be permitted to be removed. Any lot owner requesting to remove more trees than necessary for the construction of a residence must submit a written request, along with a site plan indicating the trees to be removed, and a reason for the request, to the Architectural Control Committee. Except for dead or dying trees, no trees may be removed without the express written consent of the Architectural Control Committee. Other than trees allowed to be removed during construction, each lot owner shall take all necessary measures to protect trees from damage during construction.

For clarification purposes, any tree with a trunk diameter of 4" (four inches) 6' (six feet) or more above ground level shall require the approval of the Architectural Control Committee for removal (unless dead or dying as stated above). Approval will not be unnecessarily withheld.

The restrictions set forth in this Section may not be modified or removed without

the prior written approval of both the Village of Mt. Pleasant Village Board (upon review and recommendation of the Village of Mt. Pleasant Plan Commission).

PLEASE SEE SECTION XXVIII - EASEMENTS

XIV. 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 generally, no activities may be conducted which would constitute a nuisance to other owners of lots within the Subdivision.

XV. SIGNS

No signs of any character, size, or description shall be maintained upon any lot in the Subdivision except signs of a size no larger than ten (10) inches by eighteen (18) inches bearing the name, address, or both of the resident occupying such lot, security service warning signs or residential re-sale "For Sale" signs. The content, size and design of all signs shall be controlled by the Architectural Control Committee. The Developer, its successors and assigns, shall be exempt from these sign restrictions during the entire development period. Larger signs may be used by the Developer or its agents or by a builder to advertise the property during the sale and/or construction period. Further, the Developer, its successors and assigns shall be allowed to erect and maintain signs and markers identifying the Subdivision.

XVI. SWIMMING POOLS

Above ground swimming pools are specifically excluded. In ground swimming pools may be allowed with the approval of the Architectural Control Committee and must be constructed in conformity with these restrictions and the ordinances of the Village of Mt. Pleasant and Racine County. No portion of a swimming pool or the adjoining enclosed area shall be constructed or maintained nearer to the street line than the rear foundation line of the principal structure. No pool house shall exceed 8 feet by 12 feet in size and all such pool houses shall be built of the same material and to the same architectural design as the accompanying house.

XVII. TREE AND BRUSH REMOVAL

Clear cutting of trees on individual lots, or within outlot areas, is specifically prohibited. The Developer acknowledges some trees will need to be removed subject to placement of individual homes and driveways. All tree removal shall specifically be subject to Architectural Control Committee approval. Failure to obtain Architectural Approval for clearing of trees will result in a fine being levied by the Homeowner's Association against the individual lot owner. The severity of the fine will be directly proportionate to the severity of tree cutting that has occurred without obtaining the necessary approvals.

All trees, brush, stumps, roots, or other similar materials that are 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. In no case shall any removed trees, brush, stumps, roots or other similar materials be placed or dumped upon any Outlots.

PLEASE SEE SECTION XXI (WETLANDS WITHIN THE SUBDIVISION) FOR MORE INFORMATION.

PLEASE SEE SECTION XIV (SITE MODIFICATION) REGARDING TREE REMOVAL.

This paragraph shall run with the land and may not be altered without the prior approval of the Village of Mt. Pleasant.

XIII. VEHICULAR STORAGE

No outdoor storage of any commercial vehicle, boat, camper, trailer, snowmobile, recreational vehicle, motorhome, all-terrain vehicle or motorcycle is permitted. Unless the same is enclosed within a garage, no motor vehicle may be parked, stored or otherwise kept on any lot in the Subdivision other than a car, truck or van which is licensed by the State of Wisconsin as a private passenger vehicle. Outdoor storage of **any** vehicle with advertising of any type (other than car dealer emblems) is prohibited. Any such vehicle must be enclosed within a garage. No driveway apron may be constructed for the storage of any vehicle or trailer.

XIX. LOT, OUTLOT AND CUL-DE-SAC MAINTENANCE AND DETENTION PONDS

Lot Maintenance. Each vacant lot in the Subdivision shall be maintained by the owner of such lot so that the same lot shall not become a nuisance. No owner shall allow trash or debris to accumulate on any such vacant lot and the lot owner shall regularly mow the lot and comply with the Village of Mt. Pleasant and Racine County ordinances regarding weed control.

Outlot Maintenance. In the event the Developer, its successors and assigns, including the Homeowner's Association, should cease to exist or should fail to fulfill its obligations as stated in these Restrictive Covenants or to pay for the regular maintenance required for its properties within the Subdivision and/or Village of Mt. Pleasant may cause such maintenance to be performed and levy the cost thereof as a special assessment against all of the properties within the Subdivision under the provisions of Section 66.0627 of the Wisconsin Statutes. Similarly, any unpaid balances, together with any penalties and interest thereon, may be collected by the Village of Mt. Pleasant as a special assessment against all of the properties in the Subdivision, or the Village of Mt. Pleasant may seek a mandatory injunction requiring the Homeowner's

Association to levy and collect assessments for such purpose.

Cul-de-Sac Maintenance. The landscape islands which are located within the cul-de-sacs within the Subdivision are part of the public road right of way but shall be maintained by and at the expense of the lot owners acting through the Association. Any change to the landscape plan for the any island shall be approved in writing by the Homeowner's Association and the Village of mt. Pleasant. The island maintenance provisions set forth in this section are intended to be covenants running with the land into perpetuity, and the maintenance provisions shall not be affected by any subsequent termination of these restrictions.

Detention Ponds. The Subdivision will contain detention ponds, wetlands and other improvements for storm water management. Ponds may be "wet" or "dry" ponds and are located within the Outlot areas as shown on the Subdivision plat. Monitoring and Maintenance of the ponds, wetlands and other improvements shall be the responsibility of the Association, in perpetuity. The Association shall maintain the ponds and sediment storage volumes per the Village approved plans as designed by National Survey & Engineering. The Village has the right to inspect all ponds within the Outlot areas. In the event that the Association shall cease to exist or should fail to fulfill its obligations to maintain the ponds, the Village of mt. Pleasant may, but shall not be obligated to, cause such maintenance to be performed and may levy the costs thereof as a special assessment against each property within the Subdivision.

The restrictions set forth in this Section may not be modified or removed without the prior written approval of the Village of Mt. Pleasant Village Board (upon review and recommendation of the Village of Mt. Pleasant Plan Commission).

XX. WETLANDS WITHIN THE SUBDIVISION

As set forth by these Restrictive Covenants, lands lying beyond the approved buildable areas, but within the wetland areas, must be protected and preserved by prohibiting the following activities: all grading, filling, tiling, draining, excavating and dredging; erecting any structures or buildings; removing or destroying any vegetative covers, except for diseased vegetation, non-indigenous species and noxious weeds (as defined by local ordinance); introducing plants not native or indigenous to the natural environment; creating a mown landscape; gardening, cultivating and the depositing of yard waste of any type; and the grazing of domestic animals, where applicable.

The final plat for Jamestown V Subdivision contains delineated wetland areas which are considered environmentally sensitive areas which must be preserved and protected to the greatest extent possible. The following are prohibited within the designated wetland areas: (a) all grading, filling, tiling, draining, excavating and dredging; (b) erecting any structures or buildings; (c) removing or destroying any vegetative covers, except for diseased vegetation, non-indigenous species and noxious weeds (as defined by local ordinance); (d) introducing plants not native or indigenous to the natural environment; (e) creating a mown landscape; gardening, cultivating and the depositing of yard waste of any type; and (f) the grazing of domestic animals,

where applicable.

The following lots, which do not contain any wetland areas do contain areas located within a twenty-five (25) foot designated "no-disturbance" zone around the delineated wetland areas:

Lots 188, 189, 190, 191, 192, 198, 199, 251, 252, 253, 254, 255, 256, 260, 261, 264, 283, 284, 285 and 286.

The restrictions set forth in this Section may not be modified or removed without the prior written approval of the Village of Mt. Pleasant Village Board (upon review and recommendation of the Village of Mt. Pleasant Plan Commission) and the Department of Natural Resources.

XXI. COMPLETION OF CONSTRUCTION

The interior and exterior construction of a residence shall be substantially completed and the residence shall be ready for occupancy within one (1) year after commencement of construction; such time of completion shall be extended to the extent of any delay due to strike, lockouts and acts of God. In its sole discretion, the Architectural Control Committee shall determine 1) when a residence is substantially completed and ready for occupancy, subject to Village of Mt. Pleasant and Racine County Ordinances; 2) the extent of the delay due to strike, lockouts and acts of God; and 3) may, for good cause, allow additional time for completion of construction.

XXII. TEMPORARY STRUCTURES

No structure of a temporary character, no boat, trailer, truck, basement, tent, shack, garage, barn or other outbuilding shall be used at anytime as residence either temporarily or permanently. **No previously used building of any type shall be moved on to any lot in the Subdivision from another location, this shall include outbuildings of any type.** Notwithstanding the foregoing, the Developer and builders authorized by the Developer, shall have the right to maintain temporary trailers within the Subdivision for the purpose of sales or construction management.

XXIII. GARBAGE OR REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. All equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition. To insure the attractive appearance of the Subdivision, all equipment shall be kept in an enclosure and out of view from the street and adjacent or neighboring property owners. There shall be absolutely no dumping of trash or yard waste within any of the Outlots.

XXIV. ACCESSORY OR UTILITY BUILDINGS

Subject to applicable Village of Mt. Pleasant ordinances, a single detached accessory building (not to exceed 12'x14') shall be permitted on lots in the Subdivision *provided that the design and location of the same are approved by the Architectural Control Committee and the Village of Mt. Pleasant and/or Racine County, if required, prior to construction*, and provided that said building is not used for the storage of a motor vehicle (i.e. private passenger vehicle). Said accessory building shall be substantially the same as the residence on the lot including siding and roofing materials. A building permit will be required from the Village of Mt. Pleasant and/or Racine County prior to the construction of said accessory building. For purposes of this Section XXV, a deck, patio, gazebo, pergola or other similar structure shall not be construed to be a detached accessory building, and the same may be constructed without prior approval of the Architectural Control Committee. However, the Village of Mt. Pleasant and Racine County permits, if required, are the responsibility of the lot owner.

XXV. YARD LAMP POST

The owner of each lot, upon construction of a residence thereon shall, at the time of construction, also erect and shall thereafter maintain on said lot an electric photocell yard lamp post located no closer than ten (10) feet from the front line and no further therefrom than twenty (20) feet. Each lamp post shall be of a design approved by the Architectural Control Committee.

XXVI. MODIFICATION

This declaration may be amended at any time through execution of the owners of seventy-five percent (75%) of the residential lots in the subdivision affected by these restrictive covenants of an amendment which shall take effect on the date of recording thereof in the office of the Register of Deeds for Racine County, Wisconsin. The Developer shall be exempt from any modifications made to these Restrictive Covenants for so long as the Developer retains title to any lot within the Subdivision.

No such modification(s) shall be made, however, without the prior written approval of the Village of Mt. Pleasant Village Board (upon review and recommendation of the Village of Mt. Pleasant Plan Commission).

XXVII. ENFORCEMENT OF RESTRICTIONS

If the owner of any lot subjected to these restrictive covenants shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning or co-owning any other lot subjected to these restrictive covenants to prosecute an action at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him, it or them from doing so or to recover damages for such violation, or to compel him, it or them to replace any grades for drainage or enforce any of the covenants and restrictions herein contained. Notwithstanding the foregoing, if a violation of these restrictions shall exist for a period of one (1) year without a written protest thereof being received by the owner of the lot

upon which the violation exists, the violation shall be deemed permitted under these restrictions and no action may be taken against such owner with respect to said violation.

XXVIII. EASEMENTS

Lots in the Subdivision may be subject to recorded easements for storm water drainage, sanitary sewer mains, water mains, telephone lines, cable television, natural gas mains, entrance features, signs, running trails and/or pedestrian walk ways. The Developer reserves to himself, his successors and assigns, and for the benefit of the Village of Mt. Pleasant and public or semi-public utility companies, easements and rights-of-way for the placement, construction and maintenance of all wires, pipes and conduits for the transmission of electricity, telephone and for other purposes, and for placing necessary attachment and appurtenances in connection therewith, for public and private sewers, storm sewer drains, gas mains, water pipes and mains, and other similar services, and for performing any public or quasi-public utility or function which the Developer or the Village of Mt. Pleasant may deem fit and proper for the improvement and benefit of the Subdivision. Such easements and rights-of-way shall be confined so far as possible in an area within eighteen (18) feet of all lot lines with the necessary right ingress and egress therefrom and with the right to do whatever may be necessary to carry out the purposes for which the easement is created. All pipes, wires, lines and similar equipment shall be placed under the surface of the land within the Subdivision.

A. Outlots. The Homeowner's Association is required to maintain the Outlots. Failure to maintain the landscape areas within the Outlot may result in the Village of Mt. Pleasant maintaining said Outlots and assessing the individual lot owners for any costs.

B. Developer's Reservation and Right to Grant Easements. Developer hereby reserves unto itself and for the Homeowner's Association the right to grant to public or semi-public utility companies, easements and rights-of-way over, across and through the Outlots for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains and similar services, and for performing any public or quasi public utility function that the Village of Mt. Pleasant or Racine County may require or that the Board of Directors may deem fit and proper for the improvement and benefit of the Subdivision. Such easements and rights-of-way shall be confined, to the extent possible, in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created. Where such easements become necessary, the lot owners hereby grant to the Developer and/or the Homeowner's Association power of attorney to execute all necessary documents for the creation of such easements on the lot Owner's behalf.

C. Easement for Construction, Access and Maintenance. Developer hereby reserves for itself and for the Homeowner's Association a right of access over, across, and through the Outlots for purposes of: (i) constructing and maintaining improvements and amenities as provided for in this Declaration; (ii) making underground or above ground utility connections; and (iii) any other reasonable use consistent with this Declaration.

D. **Easement for Placement of Advertising Signs.** Developer hereby reserves for itself a right of access over, across, and through the Outlots to place signs advertising the sale of Lots within the Subdivision on the Outlots.

E. **Easement for the Maintenance and Management of Outlots.** Developer hereby reserves for itself and for the Homeowner's Association the right to manage and maintain the Outlots.

F. **Easements to Run with the Land.** All right and easements described herein are perpetual rights and easements appurtenant to/and running with the land and shall be binding upon and inure to the benefit of: (1) the Developer; and (2) the Homeowner's Association with respect to the easements over the Outlots.

G. **Grant of Conservation Easement and Covenants.** Developer hereby discloses the existence of a Grant of Conservation Easement and Covenants from the Developer to the Wisconsin Department of Natural Resources for the maintenance of the Outlots areas (also known as the "Conservancy Area").

The restrictions set forth in this Section may not be modified or removed without the prior written approval of both the Village of Mt. Pleasant Village Board (upon review and recommendation of the Village of Mt. Pleasant Plan Commission), or the Wisconsin Department of Natural Resources (for Item G above).

XXIX. OUTLOTS

The Plat for the Subdivision shows four (4) Outlots. Each owner of a lot in the Subdivision receives a 1/100th ownership interest in said Outlots. In addition, the Homeowner's Association has been developed to protect and maintain said Outlots. SEE SECTION XXXI FOR HOMEOWNER'S ASSOCIATION INFORMATION.

The restrictions set forth in this section may not be modified or removed without the prior written approval of both the Village of Mt. Pleasant Village Board (upon review and recommendation of the Village of Mt. Pleasant Plan Commission).

XXX. HOMEOWNER'S ASSOCIATION

The Subdivision includes landscape areas, signage, ponds, green space easements and/or common elements and outlots which will be owned and maintained by the lot owners, acting through the Jamestown V Owners Association, Inc., a Wisconsin non-stock corporation ("Association"). By acceptance of a deed or other conveyance of a lot in the Subdivision, each lot owner shall automatically be deemed to be a member of the Association and shall be subject to the provisions of the bylaws of the Association and all rules and regulations adopted by the Association pursuant to the bylaws.

The Homeowner's Association shall be managed by the Board of Directors appointed by

the Developer until such time as the Homeowner's Association is turned over to the lot owners according to the By-Laws for the Homeowner's Association. Each owner has been provided with a copy of the By-Laws. The Homeowner's Association will be governed by the By-Laws as established according to the laws of the State of Wisconsin.

The Homeowner's Association may not be terminated without the prior written approval of the Mt. Pleasant Village Board (upon review and recommendation of the Village of Mt. Pleasant Plan Commission).

XXXI. HOMEOWNER'S ASSOCIATION RESERVE FUND & ANNUAL FEE

Upon the transfer of title from the Developer to the initial purchaser, for each individual lot within the Subdivision, the purchaser shall, at the time of closing, pay a Reserve Fund Deposit to the Homeowner's Association in the amount of \$250.00 as a start-up fee. In addition, disclosure is made that the annual fee for the Homeowner's Association shall be \$150.00, which shall be pro-rated based on the date of closing. The fee of \$150.00 per year shall be due and payable in advance on the 1st day of January of each year. The Homeowner's Association may, from time to time, increase the annual fee after a majority vote of the lot owners at the annual Homeowner's Association meeting, or at any special meeting called for this purpose. Written notice of any meeting by the Homeowner's Association shall be mailed or delivered to the lot owners last known mailing address as recorded with the Village of Mt. Pleasant for tax purposes.

XXXII. MAILBOX / U.S. POSTAL SERVICE DELIVERY

Purchasers of lots within the Jamestown V Subdivision are hereby notified that the United States Postal Service has designated specific locations for the placement of mailboxes which may include single, double, triple and quad mailbox placements. Buyer acknowledges that in order to achieve a uniform appearance throughout the subdivision, Developer will provide and install mailboxes as required by the U.S. Postal Service. At time of closing, buyer shall be charged an amount of \$250.00 for the mailbox and installation. Each mailbox will carry the house number only. Additional items such as owner's names, personalization and/or decoration will not be permitted. This charge is only applicable on the sale of the lot from the Developer to the initial purchaser and is not refundable if the original purchaser resells the lot.

XXXIII. RESTRICTED VEHICULAR ACCESS

As shown on the final subdivision plat, the following lots contain restricted vehicular access within the space outlined to the roads specified below:

Lots 241 and 238 are prohibited direct vehicular access within thirty-five (35) feet of Spring Meadow Lane and Spring Meadow Court road right-of-way.

Lots 253 and 230 are prohibited direct vehicular access within thirty-five (35) feet of Spring Meadow Lane and Heritage Ave road right-of-way.

Lots 258, 255 and 256 are prohibited direct vehicular access within thirty-five (35) feet of Heritage Avenue and Heritage Court road right-of-way.

Lots 223 and 221 are prohibited direct vehicular access within thirty-five (35) feet of Heritage Avenue and Sunnyslope Drive road right-of-way.

Lots 265 and 271 are prohibited direct vehicular access within thirty-five (35) feet of Heritage Ave. and Sandstone Court road right-of-way.

Lots 209, 208, 273 and 210 are prohibited direct vehicular access within thirty-five (35) feet of Heritage Ave. and Raintree Lane road right-of-way.

Lots 195 and 276 are prohibited direct vehicular access within thirty-five (35) feet of Raintree Lane and Penbrook Drive road right-of-way.

Lots 284 and 287 are prohibited direct vehicular access within thirty-five (35) feet of Penbrook Drive and Penbrook Court road right-of-way.

XXXIV. SUMP PUMP COLLECTION SYSTEM

Purchasers of lots within the Jamestown V Subdivision are hereby notified that the Village of Mt. Pleasant requires sump pumps to discharge into the Sump Pump Collection System installed within the subdivision. Each purchaser is cautioned to inform their builder of this requirement to include the proper construction cost of connecting to the sump pump collection system in their building contract. The developer will not be liable for any additional cost to connect to the sump pump due to purchaser's failure to inform their builder of this requirement.

The following lots are not required to connect to the sump pump collection system. Discharge shall be required to be directed to the wetland areas:

Lots 196 through 198; 188 through 193; 279 through 287; 264 through 266, and 251 through 264.

XXXV. PRIOR RESTRICTIONS

These revised Restrictive Covenants supercede all provisions contained in the following document:

Restrictive Covenants for Jamestown V Subdivision recorded in the office of the Register of Deeds for Racine County on March 6, 2006 as Document No. 2075097.

XXXVI. 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 each and every term, right, duty and obligation herein contained and the right of enforcement of this declaration as aforesaid.

IN WITNESS WHEREOF, Summerhill Development Corporation, has caused these presents to be executed this 13th day of April, 2006.

Summerhill Development Corporation

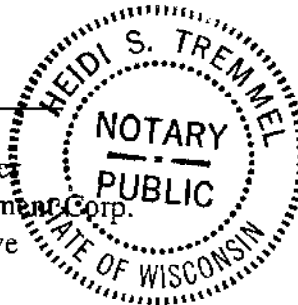
By: *Raymond C. Leffler*
Raymond C. Leffler President

By: *James J. Duerrwaechter*
James J. Duerrwaechter Vice-President

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Personally came before me this 13th day of April, 2006, the above named Raymond C. Leffler and James J. Duerrwaechter, President and Vice President of Summerhill Development Corporation, to me known to be the persons who executed the foregoing instrument as an act of the corporation, by its authority.

Heidi S. Tremmel
* Heidi S. Tremmel
Notary Public - State of Wisconsin
My Commission expires: 3/21/10



Drafted by, and return to: Raymond C. Leffler
Newport Development Corp.
6949 Mariner Drive
Racine, WI 53406