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PLEASANT HILL ESTATES

DECLARATION OF COVENANTS AND RESTRICTIONS

000278

PLEASANT HILL ESTATES, TOWN
OF WINDSOR,
DANE COUNTY, WISCONSIN

Return to: Attorney Francis J. Eustice
P.O. Box 590
Sun Prairie, WI 53590

Tax Parcel No(s). 118/0910-321-8001-1
118/0910-321-8501-1

This document affects the following described property:

A parcel of land located in the SW ¼ of the NE ¼ of Section 32, T9N, R10 E, Town of Windsor, Dane County, Wisconsin more particularly described as follows:

Beginning at the North ¼ corner of said Section 32; thence N 89° 44' 16" E, 1324.54 feet; thence S 0° 15' 27" W, 1320.12 feet; thence S 89° 44' 46" W, 1324.39 feet; thence N 0° 15' 05" E, 1319.93 feet to the point of beginning.
This parcel contains 40.13 acres more or less.

Pleasant Hill Estates, LLC, a Wisconsin limited liability company, being the owner of the above described property and all lots and outlots in the plat of Pleasant Hill Estates, Town of Windsor, Dane County, Wisconsin, hereby declares that all of the above described property and all of Lots 1 through 78 and Outlots 1 and 2 in the Plat of Pleasant Hill Estates are subject to the following restrictions, covenants and conditions and all such lots and outlots are and shall be held, sold, occupied, conveyed and transferred subject to the covenants, restrictions and conditions set forth herein.

ARTICLE I DEFINITIONS

For purposes of these covenants, restrictions, and conditions, the following terms shall be defined in the following manner:

13/35

- 1.1. "Association" shall mean and refer to Pleasant Hill Estates Homeowners Association, Inc., its representatives, successors and assigns.
- 1.2. "Board" shall mean and refer to the Board of Directors of the Association.
- 1.3. "Conservancy Area" shall mean Outlots 1 and 2 in Pleasant Hill Estates and the landscape buffer at the east end of Lots 68 through 78.
- 1.4. "Declaration" shall mean this document and all of the covenants, restrictions, easements, charges, liens and other provisions set forth in this entire document and as it may from time to time be amended.
- 1.5. "Developer" shall mean to Pleasant Hill Estates, LLC, a Wisconsin limited liability company, its representatives, successors, and assigns.
- 1.6. "Lot" shall mean any one of the lots numbered 1 through 78 on the Plat but shall exclude all outlots.
- 1.7. "Outlot" shall mean any one of outlots 1 through 2 designated on the Plat.
- 1.8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a Lot, except that as to any Lot which is subject to a land contract where the purchaser and not the vendor shall be the "Owner".
- 1.9. "Plat" shall mean and refer to the real estate described as the Plat of Pleasant Hill Estates, Town of Windsor, Dane County, Wisconsin, as recorded in the Dane County, Wisconsin Register of Deeds office.

ARTICLE II
GENERAL RESTRICTIONS
RESTRICTIONS PERTAINING TO THE IMPROVEMENT AND USE OF LOTS

2.1 For any dwelling or other improvement to be erected or placed on any Lot subject to this Declaration, the plans, specifications, and site plans for such buildings or improvements must be submitted to the Developer or the Developer's duly authorized agent, or the Developer's successors and assigns, for approval of the builder and as to the quality of workmanship and materials, harmony of the exterior design, including exterior colors, size, location, with respect to topography, finish grade elevation and landscaping, prior to commencement of any construction on any Lot. After the Developer ceases to hold title to any Lot subject to this Declaration, the plans, specifications and site plans and all other matters to be submitted to the Developer under this Declaration must be submitted to the Design Review Committee. The Developer, after a period of ten (10) years from the date of the recording of the final Plat or after seventy-five (75%) percent of the Lots have been sold by the Developer, whichever occurs first, may elect to assign all of the Developer's rights to approve

all items set forth in this Declaration to the Design Review Committee. In the event the Developer or Design Review Committee, whichever is then applicable, does not affirmatively approve or reject the plans, specifications or site plans, the prime contractor or builder, alterations, or other matters which must be submitted to the Developer or Design Review Committee within 30 days after the same have been submitted to the approving authority in writing, then such approval shall be considered rejected.

2.2. No alteration in the exterior appearance of existing buildings, including but not limited to exterior remodeling shall be made without the prior written approval of the Developer or the Design Review Committee, whichever is then applicable.

2.3. All Lots in the Plat shall be used for residential purposes only. The Conservancy Area shall be used only for the purposes set forth herein. Notwithstanding the foregoing, the Developer may continue to use any Lot that it owns for agricultural and other permitted uses, including, but not limited to, temporary storage of soil and building materials during development of the Plat.

2.4. Each Lot and Outlot shall be deemed to be a parcel and shall be subject to separate assessment and taxation by each assessing governmental entity and special district for all types of taxes authorized by law, including special assessments. No forfeiture or sale of any Lot for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Lot or Outlot.

2.5. Outlots 1 and 2 shall be dedicated to the Town of Windsor.

2.6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the Lots or Outlots in the Plat; provided, however, each Lot Owner may keep common household pets allowed under applicable ordinances. All pets shall reside within the dwelling structure or in a kennel attached to or along the side of the dwelling structure. No animals shall be kept, bred or maintained anywhere on any Lot or Outlot for commercial purposes.

2.7. No noxious or offensive trade or activity shall be carried on, nor shall anything be done which may or will become a nuisance to the neighborhood. This shall not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in the back or side yards.

2.8. The Owner of any Lot subject to this Declaration shall not change the elevation of any utility easement in excess of six (6) inches without the permission of the applicable electric, gas and sewer utilities and shall be responsible for any damage caused to underground utilities based on any changes in grade of more than six (6) inches.

2.9. No Lot as platted shall be re-subdivided. No boundary line within a property shall be changed, except with the approval of the Developer or the Design Review Committee, whichever is then applicable. This section shall not be construed to prevent the use of one Lot with part or all of another Lot or Lots as one building site.

2.10. On any Lot conveyed by deed from the Developer, construction shall be commenced within one (1) year from the date of such deed. Upon violation of this restriction, the Developer shall have the option, exercisable by written notice to the Lot Owner within 180 days after the expiration of such one year period, to have such Lot conveyed to the Developer at the original sales price, free and clear of any liens and encumbrances created by act or default of the Owner of such Lot, with taxes and installments on assessments for the year in which conveyance occurs being prorated as of the date of such conveyance. The Developer may waive its right under this Section in writing in its discretion.

2.11. Where public sidewalks exist, it is the responsibility of the abutting Lot Owner to maintain the same in a safe and passable condition, reasonably free from snow, ice, or obstruction.

2.12. The elevation of a Lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding Lots. A copy of all site plans shall be kept by the Developer or the Design Review Committee for the benefit of other purchasers in planning their individual elevations. Violations of the grading plan as submitted shall give either the Developer, the Design Review Committee, whichever is then applicable or any adjacent Lot Owner within the Plat a cause of action against the person violating such grading plan for injunctive relief or damages as appropriate. No earth, rock, gravel, or clay shall be excavated or removed without the approval of the Developer or the Design Review Committee, whichever is then applicable.

2.13. For each building erected or placed on any Lot subject to this Declaration, the prime contractor or builder to be hired for construction of such building shall be approved in writing by the Developer or the Design Review Committee, whichever is then applicable, prior to commencement of construction. The approval of the Developer or the Design Review Committee shall not be unreasonably withheld. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status, business history and prospects, building reputation, or any other reason which could be similarly relied upon by a reasonably prudent business person then developing a neighborhood of quality residences.

2.14. Each Lot Owner, after receiving title to a Lot from the Developer, shall at all times maintain the lawn, plantings and grounds of the Lot in a reasonable manner, and shall mow as reasonably required. The Association, at its sole expense, shall maintain the required landscape buffer on the east end of Lots 68 through 78 and the Association is hereby granted an easement on Lots 68 through 78 for this purpose.

2.15. No boat, camper or camper trailer, Motor Home or power vehicle or equipment shall be stored outside a permitted garage for more than 24 hours, and no commercial vehicle shall be permitted to be habitually parked on streets or driveways.

2.16. No Lot Owner shall erect any sign on any Lot except that one temporary sign may be erected advertising the sale of the Lot or the home as otherwise allowed by law or ordinance.

2.17. All buildings constructed on any Lot subject to this Declaration shall conform to all governmental zoning requirements and all side-yard and set-back requirements imposed by local ordinance. The Developer or the Design Review Committee, whichever is then applicable, shall have the right to change the side-yard and set-back requirements for new construction within the Plat from time to time in their sole discretion, however, changes made by the Developer or Design Review Committee must still comply with all applicable zoning and other ordinances.

2.18. No trailer, basement, tent, shack, garage, barn or any part thereof shall ever be used as a residence, temporary or permanent, nor shall any residence be of a temporary character. Nothing in this section shall prohibit the finishing of a basement of a dwelling which meets the requirements set forth in Sections 2.1 or 2.2 of this Article.

2.19. All areas of Lots not used as a building site or under cultivation as a garden shall be lawn or approved landscaping and shall be kept free from noxious weeds. The Owner shall keep each Lot and all improvements in good order and repair and free of debris including, but not limited to, the mowing of all lawns, the pruning of all trees and shrubbery and the painting (or other external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. This paragraph shall not be construed to prevent a family garden or orchard. Front and side yards must be sodded, including street terraces (on a corner lot, each street terrace must be sodded), except that the Developer or the Committee, whichever is then applicable, may permit the front yard and side yard to be seeded where weather conditions permit and appropriate alternative material and practices are employed, in their discretion. Sod shall not be required in the front or side yard if an in-ground sprinkler system is installed, and the yard is seeded and watered in a sufficient manner. Rear yard areas which are not sodded must be seeded with a fifty (50%) percent blue grass seed mixture. The individual lot owner shall be required to install and maintain (or reinstall where needed) any street trees or trees in any terrace or tree border adjoining any lot to the extent that the installation of such trees is required by the Town of Windsor, and Developer shall not be responsible for any such installation or maintenance.

2.20. The existing vegetation of each Lot subject to this Declaration, including trees of a diameter of three (3) inches or greater shall not be destroyed or removed except as approved in writing by the Developer or the Design Review Committee, whichever is then applicable. In the event such vegetation is removed or destroyed without approval, the Developer or Design Review Committee may require the replanting or replacement of same, the cost of which to be borne by the Lot Owner. Except to the extent that this section is in conflict with any federal law or regulation, no exterior antennas, satellite dishes greater than 20 inches in diameter, solar panels, wind mills, walls or fences of any kind shall be permitted within the Plat unless approved in writing in advance by the Developer or the Committee, whichever is then applicable, including approval of the location, material, height, size and color thereof. Generally only rear yard or side yard locations will be approved. No plastic or chainlink fences shall be allowed at any time. At the expense of the owner, the owner of each lot shall install a mailbox, newspaper tube, and pole for the mailbox which conforms to the specifications of the Developer, or the Committee, whichever is then applicable, including purchasing such

items from the source designated by the Developer or the Committee. Any replacement of said mailbox, tube or post shall conform to the original specifications.

2.21. In exercising any authority under this Declaration, the Developer or Design Review Committee, as appropriate, shall act in accordance with the following standards:

- (a) To ensure the most appropriate development and improvement of the Plat;
- (b) To protect each Owner against improper uses by other Owners;
- (c) To preserve the beauty of the Plat;
- (d) To guard against the erection of poorly designed and poorly proportioned structures or structures built of improper or unsuitable material;
- (e) To encourage and secure the erection of attractive, adequate sized homes, which conform and harmonize in external design with other structures within the Plat and which are properly located on the Lot in accordance with the topography and finished grade elevations; and
- (f) To provide for high quality improvements which protect the investments of purchasers of Lots.

ARTICLE III
RESTRICTIONS PERTAINING TO THE PHYSICAL CHARACTERISTICS
AND CONSTRUCTION OF IMPROVEMENTS

3.1. No structure shall be erected, constructed, altered, placed or permitted to remain on any Lot other than one single family dwelling not exceeding 35 feet in height, with one attached garage accommodating no less than two and no more than four cars. Garage doors must be of standard height except one door may be up to ten feet high if specifically approved by the Developer or Design Review Committee. All buildings must have a minimum roof pitch of 6/12.

3.2. No one story dwelling containing fewer than 1500 square feet of floor dwelling, no two story dwelling containing fewer than 1850 square feet of floor area, and no raised ranch, bilevel, or trilevel dwelling containing fewer than 1450 square feet on the main level shall be permitted to be erected, constructed, altered, placed, or permitted to remain on any of the Lots in the Plat. For purposes of determining floor area, stair openings shall be included, but open porches, screen porches, attached garages, and basements, even if the basements are finished, shall be excluded. Notwithstanding the preceding requirement, the Developer or Design Review Committee, whichever is then applicable, may approve plans for dwelling units containing less than the required floor area if the proposed residence in the exclusive judgment of the Developer or Design Review Committee as the case may be demonstrates

significant architectural or design merit.

3.3. No "accessory structure" shall be erected, constructed, altered, placed or permitted to remain on any Lot. The term "accessory structure" shall include, for illustration only and without limitation, a shed, stable, barn, mobile home, wind-powered generator, solar panel, fence that exceeds 4 feet in height, radio or television tower more than 5 feet from highest point of the dwelling or other out buildings or structures, either temporary or permanent. Notwithstanding the foregoing, each Lot Owner may construct one in ground or above ground swimming pool per Lot along with any fence as prescribed by the controlling local government authority (the height of such fence shall not exceed the greater of four feet, or the height prescribed by such government authority). Chain link and plastic fences are not permitted.

3.4. All private driveways shall be surfaced in concrete.

3.5. The use of plywood, chipboard, pressboard, and Texture 1-11 on the exterior of any building is prohibited. All exterior surfaces of a dwelling shall be completed and finished (painted or clad) within one year from the date of commencement of construction. Roofing must be architectural type shingles or wood shakes, unless prior written approval from the Developer or the Committee, in their sole discretion, is obtained. Owners must obtain prior written approval from the Developer or the Committee as to the color of the shingles to be used. All fascias shall be a minimum size of 1" x 8". The Developer or the Architectural Review Committee shall have the right to require brick, stone, shutters, corner boards and/or other items which it deems necessary to be added to any building plan. Twenty (20%) percent of the front elevation of any residence, including the garage, shall be brick, stone, or EIFS. High grade aluminum, vinyl or wood siding, soffits and fascia will be allowed.

3.6. No exterior lighting systems shall be approved, installed, or operated so as to interfere unreasonably with the comfort and privacy of neighbors.

3.7. Construction of all buildings shall be completed within six (6) months after issuance of a building permit for the respective building. Landscaping, (including grading, sodding, and seeding) and the installation of the driveway shall be completed within 90 days after the completion of construction, provided weather conditions so allow. If such construction or landscaping is delayed due to matters beyond the control of an Owner, the time for completion shall be extended by the period of such delay.

3.8. No building previously erected elsewhere may be moved onto any Lot subject to this Declaration, except new prefabricated construction which has been approved by the Developer or the Design Review Committee, whichever is then applicable.

3.9. Each Lot Owner shall comply with all Town and County ordinances, including without limitation all erosion control ordinances. No Owner of any Lot or any successor thereto shall alter, modify, or amend the Stormwater Drainage Plan and stormwater drainage facilities relating to such Lot without the Town of Windsor's prior written consent. The Town of Windsor, Dane County, State of Wisconsin, and any other Owner of a Lot in the Plat may enforce, by

judicial action, all drainage restrictions affecting the Lots, including but not limited to the Stormwater Drainage Plan, in the event of violations thereof. Any Owner or person acting on behalf of such Owner who shall violate any such drainage restrictions or limitations, shall reimburse the parties seeking enforcement of the covenants for all costs and expenses incurred including, but not limited to, reasonable attorney's fees.

3.10. Any failure of a Lot to comply with the Stormwater Drainage Plan that is not corrected by the Lot Owner to reasonable satisfaction of the Engineer or Building Inspector of the Town of Windsor may be corrected by the Town of Windsor and the cost thereof charged to the Owner of that Lot and placed on the tax rolls as an assessment against that Lot. If, after the conveyance of a Lot from the Developer to a third party, the actions of such third party (or its successors) causes a Lot to come out of compliance with the Stormwater Drainage Plan and if the Developer is required to correct such noncompliance, such third party Lot owner (and its successor) shall reimburse the Developer for all costs incurred by the Developer to bring that Lot into compliance with the Stormwater Drainage Plan.

ARTICLE IV DESIGN REVIEW COMMITTEE

4.1. The Design Review Committee shall be appointed by the Board of the Association. The Design Review Committee shall have three members. If the Board of the Association so elects, by resolution of the Board, it may act as the Design Review Committee.

4.2. The Design Review Committee shall have no authority to act until the Developer ceases to hold title to any Lot subject to this Declaration or the Developer elects to assign all of the Developer's rights to approve all items set forth in this Declaration to the Design Review Committee as provided in Section 2.1 of Article II hereof.

ARTICLE V CONSERVANCY AREA

5.1. The Association shall, subject to the rights of the Owners set forth in this Declaration and the rights of the State of Wisconsin, Dane County and Town of Windsor, have the right to the exclusive management and control of the Conservancy Area and all improvements thereon, if any. Subject to the provisions of this Declaration, the Conservancy Area shall be maintained by the Association for the benefit of the Owners and the general public. Each of said Owners shall have an equal, undivided right to use the Conservancy Area subject to the right of the Association to establish reasonable rules for the use of the Conservancy Area. The Association may from time to time adopt and post rules and regulations governing the use of the Conservancy Area, and such rules and regulations shall be uniform and nondiscriminatory as to the Owners. Each Owner, by the acceptance of conveyance or assignment of interest in a Lot agrees to be bound by any and all such rules and regulations. All pets shall be leashed while in the Conservancy Area, and all solids deposited in the

Conservancy Area by a pet shall be removed by the person bringing the pet to the Conservancy Area.

5.2. The Conservancy Area shall generally be left in its natural state, however, the Association may choose to plant, mow, landscape or otherwise improve portions of the Conservancy Area as may be permitted or required by law or by agreements with any governmental body. The Association shall maintain the Conservancy Area only as permitted by any such law or agreement.

5.3. No person other than the Town or the Association with the approval of the Town shall alter the improvements or plantings nor convert land designated Conservancy Area to lawn, gardens, orchards, forest, crops, or any other use. Each Owner shall fully restore to the same standards any disruption to the Conservancy Area which that Owner or its agents, contractors or employees may have caused, whether by exercise of easement rights or otherwise.

5.4. No dwelling or accessory structure shall be permitted to be constructed on the Conservancy Area.

ARTICLE VI HOMEOWNERS ASSOCIATION

6.1. An incorporated, non-stock, not-for-profit homeowners Association shall be organized for the purposes of holding title to, maintaining, and managing the Conservancy Area and the landscape buffer at the west end of Lots 68 through 78. The Association shall have all powers necessary to effectuate such purposes, including, without limitation, the powers to establish and collect annual assessments, special assessments, and impact fees on Lots owned by its members as provided herein, to impose and collect interest on the uncollected portions of such assessments, and to hold liens on Lots owned by its members for which such assessments are in default.

6.2. Every Owner to whom Developer conveys a record fee or undivided interest in any Lot shall automatically by such conveyance become a member of the Association, provided that any holder of such interest exclusively as a security for the performance of an obligation shall not be a member. Membership is appurtenant to the Lot owned and the membership shall pass automatically with conveyance. Membership shall be limited to the Owners of Lots within the Plat. Developer shall not be a member of the Association with respect to any Lot it owns.

6.3. The Articles of Incorporation, Bylaws, and other organizational documents, resolutions, and actions of the Association may contain additional provisions which do not contradict or contravene this Declaration and which shall be construed and applied so as to be consistent with this Declaration.

ARTICLE VII
MAINTENANCE ASSESSMENTS

7.1. Each Owner of any Lot, by accepting a deed therefor from Developer, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

a. annual standard assessments, including the proportional share of real estate taxes; and

b. special assessments for capital improvements and otherwise; such assessments to be fixed, established and collected from time to time as hereinafter provided; and

c. a one-time impact fee of \$200 payable by the Owner upon the conveyance of each Lot by the Developer to the Owner.

Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made which shall encumber such property in the hands of the then Owner, their heirs, devisees, personal representatives and assigns; and shall also be the personal obligation of the Owner of such property at the time when the assessment fell due. All assessments levied by the Association shall be used exclusively for the maintenance and improvement of the Conservancy Area (including detention ponds), for the payment of any taxes charged or assessed against the Association or its property, and for directly related expenses of the Association. The Developer shall not be required to pay any standard or special assessments or impact fees on any Lot it owns.

7.2. The annual standard assessment shall be \$100 per Lot unless changed by the Association, shall be due and payable on July 1 of each year, and shall pertain to that calendar year. The omission or failure of the Association to fix the assessment for any reason shall not be deemed a waiver, modification, or release of the Owners from their obligation to pay the assessment. Any portion of the assessment not paid by August 1 shall be delinquent and shall draw interest at eighteen percent (18%) per annum or at the highest rate allowable by law, whichever is less. If not paid on or before October 1 the Association shall be entitled to:

a. take judgment against the Owner for the amount plus accrued interest and reasonable costs of collection, including reasonable attorney's fees, with the interest after judgment to be at the same maximum allowable rate; and/or

b. record a "Notice of Delinquent Assessment" executed by any officer of the Association in the office of the Dane County Register of Deeds.

A Notice of Delinquent Assessment shall be deemed satisfied by the recordation of a written instrument executed by any officer of the Association that releases such notice.

7.3. The Board of Directors may establish a special assessment or an annual assessment in excess of the annual standard assessment upon the concurrence of a majority of votes cast at a meeting of the Members of the Association duly called for this purpose upon not less than 30 days written notice and where a quorum is present.

7.4. No Owner may become exempt from liability for payment of any assessment or other contribution towards the expenses of the Association by waiver of the use or enjoyment of the Conservancy Area nor by abandonment of a Lot.

7.5. No limitation on assessment contained in this Declaration shall limit the authority of the Town of Windsor to assess Lots on a pro-rata basis for real estate taxes and for the cost of maintenance of the Conservancy Area in the event the Town of Windsor incurs expenses for such maintenance as provided in this Declaration or other recorded agreement or restrictions.

7.6. Notice is hereby given that the Plat is served by Windsor Sanitary District No. 1 (The "Utility District"). Nothing in this Declaration shall restrict the Utility District from making assessments against any Lot or outlot in the Plat.

ARTICLE VIII ADMINISTRATION

8.1. Developer reserves unto itself the right from time to time and without the consent of any Owner to amend the Plat and supplements thereto in order to conform the Plat to the actual location of any of the constructed improvements, and to establish, vacate, and relocate utility easements, road easements, or similar encumbrances on the Conservancy Area. Any amendment which affects road easements or the Conservancy Area as open space must be approved by the Town of Windsor.

8.2. These covenants and restrictions are made for the direct, mutual and reciprocal benefit of the Owners of the Lots in the Plat and shall be binding according to their terms upon each and every person or entity having a fee leasehold or other interest in any Lot in the Plat.

8.3. If the Association does not maintain the Conservancy Area, the Town of Windsor may take over the maintenance of such areas and assess against the Lots in the Plat the pro-rata share of such maintenance charges, as a special charge against the lots pursuant to Wis. Stats. § 66.0627. Such assessment shall be included on the tax bill for each Lot.

8.4. These covenants and restrictions may be enforced by the Association or by any Owner of a Lot in the Plat or by the Town of Windsor, by proceedings at law or in equity, for damages and for injunctive relief. Notwithstanding the preceding, the right to assess, collect or enforce the collection of charges or special assessments described herein is hereby exclusively delegated to the Association except that if the Town of Windsor shall determine, after thirty (30) days written notice to the Association that the Association has not and in the future cannot maintain the property of the Association in accordance with these covenants, the Town of

Windsor may succeed to all the rights and obligations of the Association. The purchasers of Lots shall be personally obligated to pay such charges and special assessments upon the land purchased.

8.5. The invalidation of any of the covenants and restrictions contained herein, or any severable part contained herein shall not invalidate any of the remaining covenants and restrictions, which shall continue in full force and effect.

8.6. The Developer and Design Review Committee shall not be liable for any loss suffered by any person on the basis of the approval or disapproval of any proposed use, plans, specifications, site plan, or other matter, including any loss arising out of the negligence of the Developer or Design Review Committee.

ARTICLE IX AMENDMENT

9.1. Any provision contained in this Declaration may be amended, or additional provisions may be added to this Declaration, or this Declaration may be terminated or revoked, by the recording of a written instrument or instruments specifying the amendment or addition or the fact of termination and revocation, executed by the Owners, as shown by the records in the Office of the Dane County Register of Deeds, of Seventy Eight (78) Lots; provided, however:

a. so long as Developer continues to own one or more Lots, which are held for sale, no rights of Developer contained in this Declaration may be amended or modified without the consent of Developer; and

b. execution by an Owner is not effective unless it is joined by and approved by the Mortgagee of the Lot.

9.2. Such action regarding the Declaration shall be, by written agreement, executed by the requisite number of Owners and Mortgagees and shall become effective when it is recorded in the Office of the Dane County Register of Deeds. Upon and after the effective date of any such change or changes, the same shall be binding upon all Owners, and shall run with the land and bind all persons claiming by, through or under any one or more of them.

9.3. Notwithstanding anything in this paragraph to the contrary, and in addition to Article VI, Section 6.1, if Developer shall determine that any amendment to this Declaration or any Amendments to the Articles or Bylaws of the Association shall be necessary (i) in order for existing or future Mortgages to be acceptable to the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or other mortgage lender in Developer's discretion, or (ii) in order to clarify any apparently conflicting provision or to correct any mistakes or errors of a clerical nature resulting from typographical or similar error, Developer shall have and hereby specifically reserves the right and power to make and execute any such amendment without obtaining the approval of any Owners or Mortgagees. Each such amendment shall be made, if at all, by Developer prior to the sale of the last Lot by the Developer.

9.4. Notwithstanding the foregoing provisions of this Article, any rights of the Town of Windsor or its successor may not be amended or terminated without its permission. Provisions which may not be changed without consent of the Town include, but are not limited to, Sections 2.9 and 2.12. Any amendment which affect the Conservancy Area, Outlot 1 or Outlot 2 shall require the permission of the Town of Windsor or its successor.

IN WITNESS WHEREOF, the undersigned Owner of record of the Plat of Pleasant Hill Estates has executed the foregoing instrument.

Pleasant Hill Estates, LLC.

By: *Kevin C. Acker*
Kevin C. Acker, Managing Member

By: *Jeanette Acker*
Jeanette Acker, Managing Member

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 5 day of May, 2006, the aforementioned Kevin C. Acker and Jeanette Acker as Managing Members of Pleasant Hill Estates, LLC, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Virginia M. Buhler
Virginia M. Buhler

Janet L. Crawford
Janet L. Crawford
Notary Public, State of Wisconsin
My commission expires 3/21/10

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 5 day of May, 2006, the aforementioned Virginia M. Buhler, to me known to be the person who executed the foregoing instrument and acknowledged the same.

This Instrument Drafted By:
Attorney Francis J. Eustice
Eustice, Laffey, Sebranek & Auby, S.C.
100 Wilburn Road, Suite 202
Sun Prairie, WI 53590-0590

Jeanette Acker
Jeanette Acker
Notary Public, State of Wisconsin
My commission expires 1/6/08
1/6/08
Jeanette Acker