

**MODIFICATIONS TO THE
COVENANTS AND RESTRICTIONS
PLAT OF PHEASANT POINT I**

4-28-04

Modifications are in italics

2. **Accessory Buildings/Structures.** Accessory buildings are expressly prohibited in the front or side yard of any Lot but may be constructed in the rear yard of a Lot with the prior written approval of the Architectural Control Committee. Such accessory buildings shall not exceed 12 feet in width by 16 feet in length by 12 feet in height. *Childrens play sets and play houses of a permanent nature may not be constructed in the front yard of any Lot but may be constructed in the side yard or rear yard of a Lot with the prior written approval of the Architectural Control Committee. As part of this process, the wishes of contiguous Pheasant Point I Lot Owners regarding the siting of the permanent play sets and play houses must be considered. Final determination will be made by the Architectural Control Committee.*

8. **Nuisances Prohibited.** No noxious or offensive trade or activity shall be carried on nor shall anything be done which may be or will become a nuisance to the neighborhood. Nuisances such as loud or unreasonable noise shall not be permitted to exist upon any Lot so as to be detrimental to any other property or its occupants. Exterior lighting shall not be directed in such a manner as to create an annoyance to neighbors. Trash and garbage containers shall not be visible to the public except on days of trash collection. No clotheslines or other clothes drying apparatus shall be permitted in any yard on a permanent basis. *Tree houses of any style or construction are expressly prohibited. Permanent above-ground swimming pools shall not be permitted. Large yard toys (trampolines, skateboard ramps, inflatable swimming pools, etc.) must be stored or hidden from street view when not in seasonal use. Exterior Christmas lights and displays must be removed by March 1st.*

24. **Homeowners Association.** The Pheasant Point I Homeowners Association, Inc., a nonstock, nonprofit corporation (herein referred to as "Homeowners Association") has been incorporated for the purposes of controlling and maintaining the ponds, the entrances and Outlot 2, maintaining the high standards of the development, perpetuating the Committee, and regulating any other matters of community concern for the benefit of all Lot owners. Each and every Lot owner, in accepting a deed or land contract for any Lot, agrees to and shall become a member of the Homeowners Association and become subject to the obligations and duly enacted bylaws and rules thereof. The Homeowners Association is obligated to accept title to Outlot 2 of the Plat of Pheasant Point I upon conveyance of the same from the Developer to the Homeowners Association. The Homeowners Association shall


levy maintenance assessments against the Lot owners to defer the expenses of the ponds, the entrances, Outlot 2 and administration of the Homeowners Association as well as for any other purposes deemed appropriate and beneficial to all Lot owners. *Unpaid assessments will incur a late payment penalty of \$100 after 30 days and an additional \$100 after 60 days. Beyond 60 days, an unpaid assessment may result in a maintenance lien against the respective Lot.*

The modifications to the Covenants and Restrictions for the Plat of Pheasant Point I (Lots 1 through 53, Plat of Pheasant Point I, Town of Middleton, Dane County, Wisconsin) have been approved by a majority of the Homeowners Association at their annual meeting April 28th, 2004. While the modifications will not be enforced retroactively, they are considered part of the original declaration and shall run with the land and be binding upon all owners of Lots covered by the original Covenants and Restrictions.

IN WITNESS WHEREOF, the undersigned have executed this document this 28th day of April, 2004.



John Hayward, President



Tom Dott, Treasurer



Chuck Anderson, Secretary
Pheasant Point I Homeowners Association