

488975

Document Number

Second Amendment to
Declaration of Covenants
Conditions and Restrictions
of Pheasant Run Organic
Farming Estates

Document Title

KONNA SPAETH, REG. OF DEEDS.

VERNON COUNTY, WI

488975

09/01/2015 10:00 AM

RECORDING FEE: 30.00

TRANSFER FEE: 0.00

PAGE COUNT: 18

Second Amendment to

Document #404065

Vol 600

Page 90

Drafted March 12, 2003

Drafted by Tate Sandrock

Aug 5, 2015

Recording Area

Name and Return Address

Tate Sandrock

421 E Church

Viroqua, WI 54665

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

488534

Ammendment to
Declaration of covenants
conditions and Restrictions
of Pheasant Run Organic
Farming Document Title Estates

Document Number

KONNA SPAETH, REG. OF DEEDS
VERNON COUNTY, WI

488534

08/05/2015 10:45 AM

RECORDING FEE: 30.00

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PAGE COUNT: 16

Ammendment to
Document # 404065

Vol 600

Page 90

Drafted March 12, 2003

Drafted by Tate Sandrock
Aug 5, 2015

Recording Area

Name and Return Address

Tate Sandrock
421 E Church
Viroqua, WI 54665

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WRDA Rev. 12/22/2010

~~Amendment~~ to Declaration of covenants...
Doc# 4104065 ~~AVOL~~ 600 page 90

in
body

Pheasant Run Community Owners Association ~~AMAR~~ 12 2003

Operating Agreement

1. Pheasant Run community consists of six parcels as shown on the attached Plat of Survey dated February 17, 2003, by Curtis J. Cummer, Surveyor, a copy of which is attached hereto as Exhibit A.
2. Each owner of a parcel of land (Parcels A-F) within Pheasant Run Community shall be a member of the Pheasant Run Owners Association and shall be bound by the terms of this Association Agreement. Each owner shall have one vote.
3. The owners shall designate a president and treasurer. Meetings will be led by owners on a rotating basis. Minutes will also be recorded by an owner on a rotating basis. The president will act as a contact person and representative of the Pheasant Run Community when necessary.
4. The owners shall meet a minimum of two times a year, in the spring and fall. In addition the condition of the road should be assessed by the owner's during late winter and an action plan devised at that time.
5. The owners shall strive to make decisions by consensus; if necessary voting will be used and all owners will constitute a quorum. Any owner unable to attend a meeting to make a vote is required to delegate a response in writing, if they fail to do within 30 days their vote will be forfeited
6. All construction and/or improvements to the property shall be completed in a timely and attractive manner and shall conform to the spirit and tenor of Pheasant Run Community.
7. All landowners are required to maintain their buildings, including homes, outbuildings, barns, yards and fences in a neat and attractive condition. The Association shall have the authority to order any noncomplying parcel owner to conform and may take such legal action as is necessary, including obtaining restraining orders, injunctions, and for damages and shall be entitled to its reasonable costs, disbursements, and attorney fees.
8. The association shall be responsible for the repair and maintenance of the private road. Each parcel shall be assessed a road maintenance fee for the repair and maintenance of said road in the amount of \$150 per year due on or before September 1 of each year. The Association shall reassess said road maintenance fee when necessary. Any such sums so assessed shall be due and payable within 90 days of such assessment. In the event legal action is necessary to collect such assessment, the Association shall be entitled to recover its costs, disbursements, and actual attorney fees. Any such assessment shall constitute a lien on the parcel assessed.
9. The association reserves the right to convert the private roadway to a public roadway upon vote of all land owners, and each parcel owner shall then dedicate such portion of his/her land as is necessary for said roadway. In the event any parcel owner shall fail to do so, the association may enforce such

dedication by such legal action as is necessary, including obtaining restraining orders, injunctions, and for damages and shall be entitled to its reasonable costs, disbursements, and attorney fees.

Declaration of Covenants Conditions and Restrictions of Pheasant Run Community

1. Declarant is the owner of the real property described above and desires to subject the property to the covenants, restrictions, easements, liens, and charges hereinafter set forth, each and all of which are for the benefit of the property and for the future owners thereof and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall be binding on the heirs, successors, and assigns of each owner of each and every parcel thereof.
2. The subject premises has been divided into six parcels as shown on the attached map (Parcels A,B,C,D,E and F). No such parcel may be further divided.
3. The property described herein shall be held, transferred, sold, or conveyed subject to the covenants, conditions, restrictions, reservations, easements, liens and charges set forth herein.
4. The parcels described above shall have only one single-family private residence. One guest house (total square footage not to exceed 1000 square feet) per parcel shall also be allowed. The total square footage of all out buildings (excepting the single family residence, guest house and two car garage) shall not exceed 2000 square feet. Any square footage beyond that stated herein requires the express approval of the Pheasant Run Community Owners Association. All barns, stables, sheds or outbuildings, as well as private residential dwellings shall be properly and timely built and be of such architectural design and finish so as to conform with the community of organic farming estates created herein.
5. All lands described herein are to be maintained in a certifiable organic manner in compliance with the 2013 MOSA written standards.
6. All owners of the parcels described herein agree to grow or produce organic edible foodstuffs and or make contributions to the land that enhances natural diversity for humans and wildlife. Food stuffs may include, but are not limited to fruits, nuts, berries, herbs, vegetables, meat, eggs, dairy products or honey.
7. No property owner herein shall own or permit to allow any free running dogs, cats, or other animals on their property which may be harmful to wildlife. The purpose of this provision is to encourage wildlife on the subject properties.
8. Lighting of the properties during the periods of dusk to dawn shall be no greater in illumination than a 60 watt incandescent bulb at a height of eight feet or less above the ground. No outside lighting will remain turned on all night. Any lighting beyond the lighting stated herein requires the express approval from the Pheasant Run Community Owners Association.
9. No parcel described herein shall contain more than ten head of cattle, or equivalent livestock, and 100 chickens or equivalent other fowl. Any livestock above the amounts stated herein may be kept

only upon the express approval of the Pheasant Run Community Owners Association. All farm waste shall be composted or returned to the land in a healthful and non-offensive manner.

10. No junk equipment, semi-tractors, or trailers, or unusable vehicles or other unsightly articles shall be kept or stored on the subject premises. All parcels (A-F) shall have adequate storage for any farm equipment and shall have adequate housing for all livestock kept.

11. Each owner of a parcel described herein (Parcels A-F) shall, by ownership of said parcel, be required to become a member of the Pheasant Run Community Owners Association. Each parcel (A-F) shall be entitled to one vote.

12. The road serving the above parcels (Parcels A-F) shall be maintained by the Pheasant Run Community Owners Association. Each parcel owner herein shall be subject to a periodic assessment to contribute their fair share of road ownership costs, including maintenance, repair, and improvements. The determinations of the Pheasant Run Community Owners Association shall be binding upon each owner of the parcels described above. Any property owner, including his family members, agents, employees, independent contractors, or parties hired by said party who shall cause damage to the roadway shall obligate the parcel owner to repair said roadway in a timely manner.

13. Each Parcel described herein shall be restricted against commercial timbering.

14. No commercial enterprise, except organic farming, related sales of organic food products, and small personal enterprise, shall be conducted on any of the parcels except by express permission of the Pheasant Run Community Owners Association.

15. No noxious or offensive trade or activity shall be carried on upon any parcel.

16. No trailer, mobile home, basement home, tent (recreational tenting excepted), shack, or other structure shall be used at any time as a residence, either temporarily or permanently, without the express permission of the Pheasant Run Community Owners Association.

17. No signs of any kind may be displayed to the public view (for sale or rent signs, garage sale signs and small attractive personal enterprise signs excepted) without the express permission of the Pheasant Run Community Owners Association.

18. These covenants, conditions, and restrictions run with the land and shall be binding upon all parties, their heirs, successors, and assigns until the year 2033, at which time such covenants, conditions, and restrictions and all other provisions contained in this document shall be terminate and be of no further force and effect, with the exception that if at least one year prior to the above expiration date the Pheasant Run Community Owners Association agree to extend the provisions contained in this document, as may be amended, and they shall execute and acknowledge an instrument in writing extending and continuing said document for an additional designated period as they may deem appropriate. Such document shall be filed with the Register of Deeds, Vernon County, prior to the expiration date set forth herein.

19. If any owner or future owner, their heirs, successors or assigns of a parcel herein violate or tends to violate any of the provisions herein, it shall be lawful for the Pheasant Run Community Owners Association to institute and prosecute any proceedings at law or in equity against the offending person or persons violating or tending to violate the provisions of this agreement and either prevent them from doing so by obtaining restraining orders or other injunctive relief or recovering damages or both and shall further be entitled to their reasonable costs, disbursements, and attorney fees.

20. The invalidation of any provisions of this document, by any judgment or court order shall in no manner affect any other provision of this document which shall, nevertheless, remain in full force and effect.

21. This document may be amended or modified in whole or in part by filing a written declaration in the Office of the register of Deeds for Vernon County, Wisconsin, signed by the appropriate authority of the Pheasant Run Community Owners Association.

22. No dwelling or structure shall be constructed or placed so that any portion of it comes within 50 feet of any shared property lines with Pheasant Run Community unless written permission for a deviation is granted by the Pheasant Run Community Owners Association.

23. The use of machinery shall be avoided as much as possible on Sundays. Weather conditions and time sensitive projects may be completed on Sundays, though the ultimate goal is to maintain a quiet environment on sundays.

Declaration of Covenants

Conditions and Restrictions of

Pheasant Run Organic Farming Estates

I Kelvin Rodolf
Kathleen S. Crittenden approve the changes that have been made by the Pheasant Run Organic Farm Owners Association to the Pheasant Run Organic Farm Estates covenants, conditions, and restrictions which shall be binding on and run with the following described property:

*See attached Plat of survey dated February 17, 2003, by Curtis J. Cummer, surveyor

Dated: 6/9/2015

signature: Kathleen S. Crittenden

Print: Kathleen S. Crittenden
Kelvin Rodolf

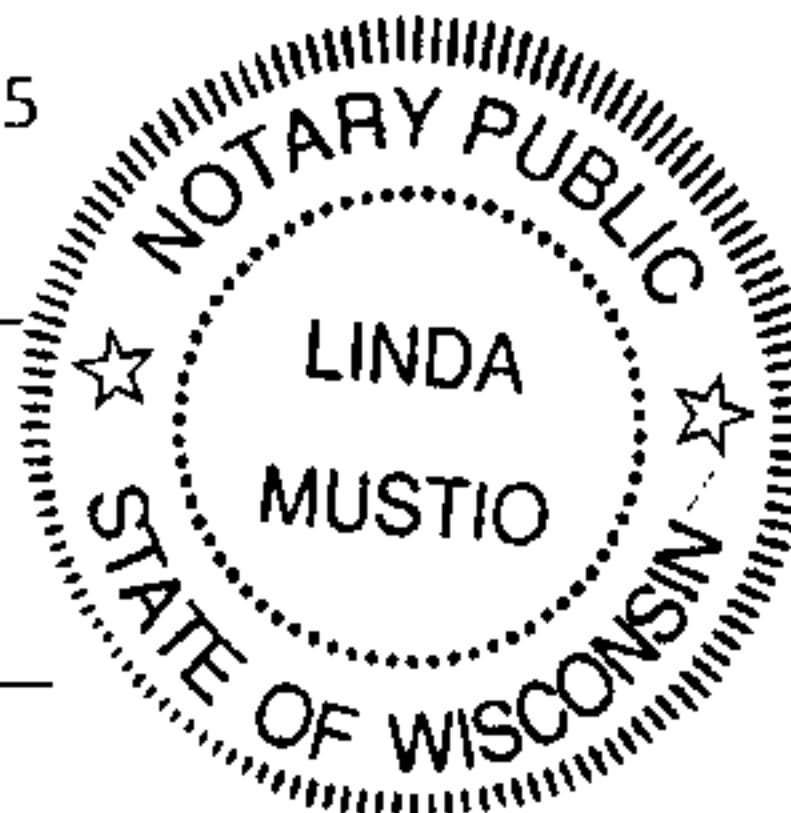
Subscribed and sworn to before me this

9th day of June, 2015

Linda Mustio

Notary Public, State of Wisconsin

My commission expires: 3/13/16



Declaration of Covenants

Conditions and Restrictions of

Pheasant Run Organic Farming Estates

I Tate Sandrock approve the changes that have been made by the Pheasant Run Organic Farm Owners Association to the Pheasant Run Organic Farm Estates covenants, conditions, and restrictions which shall be binding on and run with the following described property:

*See attached Plat of survey dated February 17, 2003, by Curtis J. Cummer, surveyor

Dated: July 8, 2015

signature:



Print:

Tate Sandrock

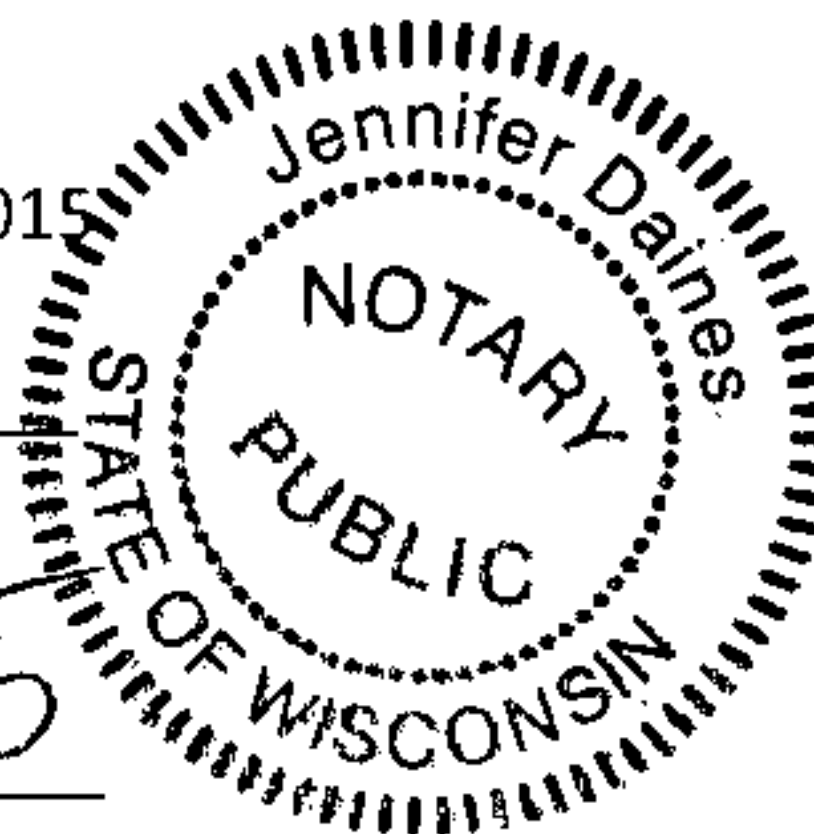
Subscribed and sworn to before me this

8th day of July, 2015

Notary Public, State of Wisconsin

My commission expires:

11-1-15



Declaration of Covenants

Conditions and Restrictions of

Pheasant Run Organic Farming Estates

I William Galkins approve the changes that have been made by the Pheasant Run Organic Farm Owners Association to the Pheasant Run Organic Farm Estates covenants, conditions, and restrictions which shall be binding on and run with the following described property:

*See attached Plat of survey dated February 17, 2003, by Curtis J. Cummer, surveyor

Dated: 7/23/15

signature: W. Galkins

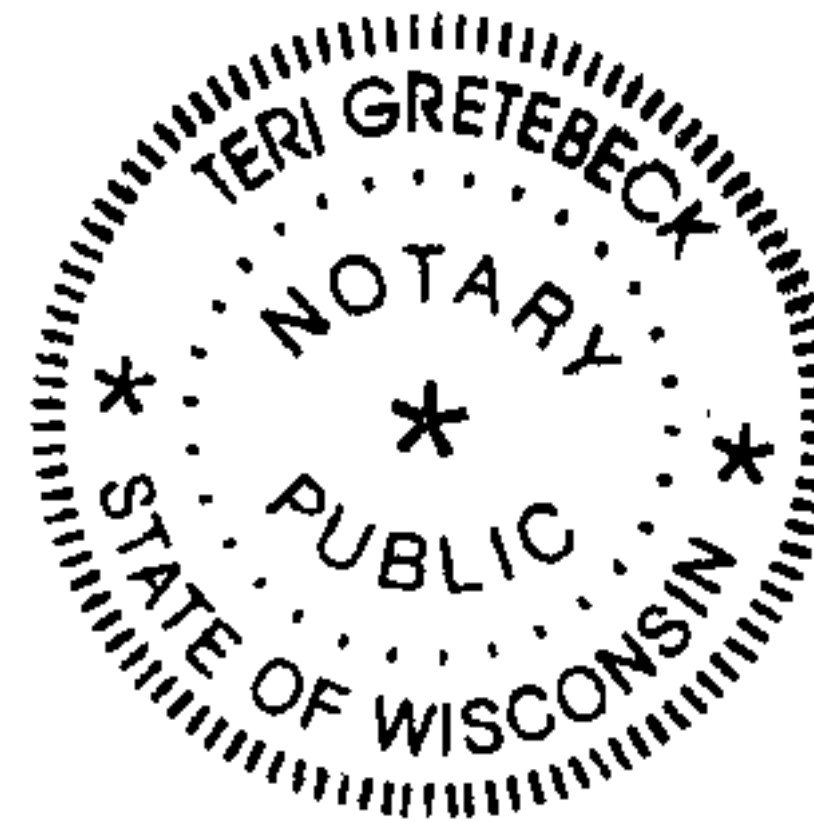
Print: William Galkins

Subscribed and sworn to before me this

23 day of July, 2015
Teri Gretebeck

Notary Public, State of Wisconsin

My commission expires: 4-17-2016



Declaration of Covenants

Conditions and Restrictions of

Pheasant Run Organic Farming Estates

I Jennifer T Spann approve the changes that have been made by the Pheasant Run Organic Farm Owners Association to the Pheasant Run Organic Farm Estates covenants, conditions, and restrictions which shall be binding on and run with the following described property:

*See attached Plat of survey dated February 17, 2003, by Curtis J. Cummer, surveyor

Dated: 07/07/15

signature: Jennifer T Spann

Print: Jennifer T Spann

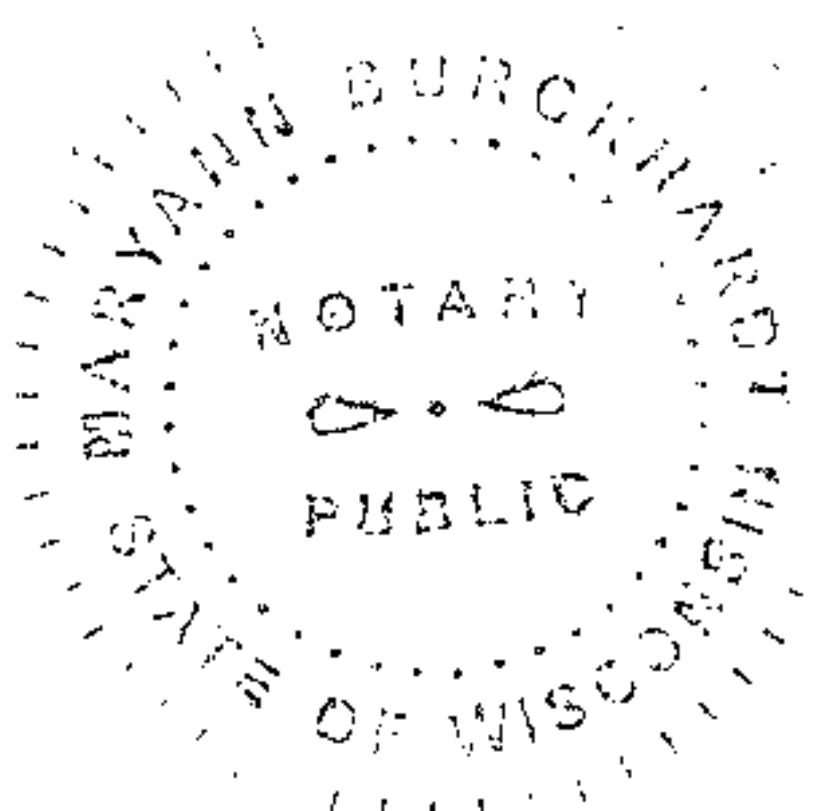
Subscribed and sworn to before me this

7 day of July, 2015

Maryann Buckhardt

Notary Public, State of Wisconsin

My commission expires: 2-3-2019



Blackhawk Land Surveying

104 1/2 Coon Prairie Ave.
Westby, WI 54667
Phone (608) 634 - 4850

Parcel "A"

Located in the Southeast Quarter of the Northeast Quarter of Section Twenty One (21), Town Thirteen (13) North, Range Four (4) West, Township of Viroqua, Vernon County, Wisconsin; bounded and described as follows:

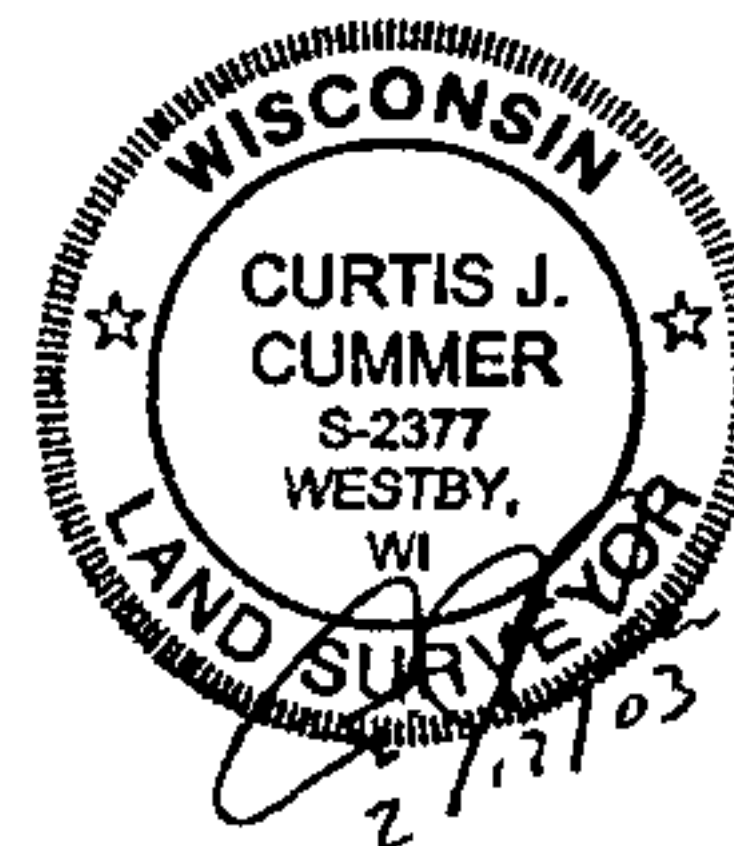
Commencing at the East One-quarter corner of said Section 21; thence North 00°28'17" West, 233.64 feet, along the East line of the Northeast Quarter, to the point of beginning; thence North 88°18'22" West, 843.17 feet; thence North 03°22'35" East, 356.20 feet; thence North 88°17'37" West, 499.03 feet, to the West line of the Southeast Quarter of the Northeast Quarter; thence North 00°24'27" West, 66.13 feet, along said West line, to the Northwest corner of the South One-half of the Southeast Quarter of the Northeast Quarter; thence South 88°17'37" East, 1318.23 feet, along the North line of said South One-half, to the Northeast corner thereof; thence South 00°28'17" East, 422.25 feet, along said East line, to the point of beginning.

The above described parcel "A" contains 8.792 acres or 382,998 square feet of land and is subject to existing town road right of way, 33.00 feet in width along the West line of said Southeast Quarter of the Northeast Quarter.

Together with: An easement for ingress and egress being 66.00 feet in width the centerline of which is described as follows:

Commencing at the East One-quarter corner of said Section 21; thence South 01°07'47" East, 891.14 feet, along the East line of the Southeast Quarter; thence North 88°08'03" West, 1325.21 feet, to the West line of the Northeast Quarter of the Southeast Quarter; thence North 00°44'20" West, 33.03 feet, along said West line, to the point of beginning; thence South 88°08'03" East, 481.70 feet, to a point of curvature of a curve; thence Northeasterly, 185.38 feet, along an arc of said curve, said arc being concave to the Northwest having a radius of 296.37 feet, and chord bearing North 66°36'00" East, 182.37 feet, to a point of tangency; thence North 48°40'53" East, 240.71 feet, to a point of curvature of a curve; thence Northeasterly, 203.35 feet, along an arc of said curve, said arc being concave to the Southeast having a radius of 212.15 feet, and chord bearing North 76°08'26" East, 195.65 feet, to a point of reverse curvature of a curve; thence Northeasterly, 123.34 feet, along an arc of said curve, said arc being concave to the Northwest having a radius of 56.88 feet, and chord bearing North 41°28'53" East, 100.56 feet, to a point of tangency; thence North 20°38'13" West, 143.33 feet, to a point of curvature of a curve; thence Northwesterly, 68.72 feet, along an arc of said curve, said arc being concave to the Southwest having a radius of 150.58 feet, and chord bearing North 33°42'41" West, 68.13 feet, to a point of tangency; thence North 46°47'08" West, 90.39 feet, to a point of curvature of a curve; thence Northwesterly, 89.14 feet, along an arc of said curve, said arc being concave to the Northeast having a radius of 192.62 feet, and chord bearing North 33°31'44" West, 88.34 feet, to a point of reverse curvature of a curve; thence Northwesterly, 115.07 feet, along an arc of said curve, said arc being concave to the Southwest having a radius of 415.64 feet, and chord bearing North 28°12'11" West, 114.70 feet, to a point of tangency; thence North 36°24'01" West, 90.75 feet, to a point of curvature of a curve; thence Northwesterly, 270.32 feet, along an arc of said curve, said arc being concave to the Northeast having a radius of 1615.89 feet, and chord bearing North 31°36'28" West, 270.01 feet, to the point of termination.

Sheet 2 of 8



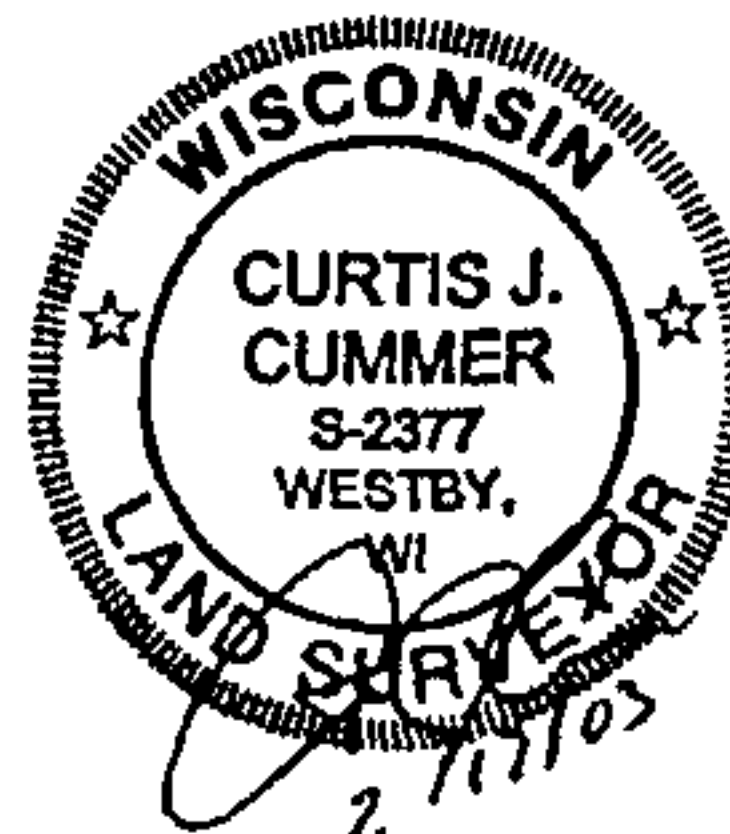
Parcel "B"

Located in the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section Twenty One (21), Town Thirteen (13) North, Range Four (4) West, Township of Viroqua, Vernon County, Wisconsin; bounded and described as follows:

Commencing at the East One-quarter corner of said Section 21; thence South 01°07'47" East, 891.14 feet, along the East line of the Southeast Quarter; thence North 88°08'03" West, 1325.21 feet, to the West line of the Northeast Quarter of the Southeast Quarter; thence North 00°44'20" West, 33.03 feet, along said West line, to the point of beginning; thence South 88°08'03" East, 481.70 feet, to a point of curvature of a curve; thence Northeasterly, 185.38 feet, along an arc of said curve, said arc being concave to the Northwest having a radius of 296.37 feet, and chord bearing North 66°36'00" East, 182.37 feet, to a point of tangency; thence North 48°40'53" East, 240.71 feet, to a point of curvature of a curve; thence Northeasterly, 203.35 feet, along an arc of said curve, said arc being concave to the Southeast having a radius of 212.15 feet, and chord bearing North 76°08'26" East, 195.65 feet, to a point of reverse curvature of a curve; thence Northeasterly, 123.34 feet, along an arc of said curve, said arc being concave to the Northwest having a radius of 56.88 feet, and chord bearing North 41°28'53" East, 100.56 feet, to a point of tangency; thence North 20°38'13" West, 143.33 feet, to a point of curvature of a curve; thence Northwesterly, 68.72 feet, along an arc of said curve, said arc being concave to the Southwest having a radius of 150.58 feet, and chord bearing North 33°42'41" West, 68.13 feet, to a point of tangency; thence North 46°47'08" West, 90.39 feet, to a point of curvature of a curve; thence Northwesterly, 89.14 feet, along an arc of said curve, said arc being concave to the Northeast having a radius of 192.62 feet, and chord bearing North 33°31'44" West, 88.34 feet, to a point of reverse curvature of a curve; thence Northwesterly, 115.07 feet, along an arc of said curve, said arc being concave to the Southwest having a radius of 415.64 feet, and chord bearing North 28°12'11" West, 114.70 feet, to a point of tangency; thence North 36°24'01" West, 90.75 feet, to a point of curvature of a curve; thence Northwesterly, 270.32 feet, along an arc of said curve, said arc being concave to the Northeast having a radius of 1615.89 feet, and chord bearing North 31°36'28" West, 270.01 feet; thence North 88°18'22" West, 171.04 feet; thence South 03°22'35" West, 400.42 feet; thence South 03°31'12" East, 657.45 feet; thence North 88°08'03" West, 480.09 feet, to the West line of the Northeast Quarter of the Southeast Quarter; thence South 00°44'20" East, 33.04 feet, along said West line, to the point of beginning.

The above described parcel "B" contains 10.003 acres or 435,735 square feet of land, and is subject to existing town road right of way 33.00 feet in width along the West line of said Northeast Quarter of the Southeast Quarter.

Subject to and together with: An easement for ingress and egress being 66.00 feet in width, the center of which is located along the South and East sides of the above described parcel.



Parcel "C"

Located in the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section Twenty One (21), and the Northwest Quarter of the Southwest Quarter of Section Twenty Two (22), Town Thirteen (13) North, Range Four (4) West, Township of Viroqua, Vernon County, Wisconsin; bounded and described as follows:

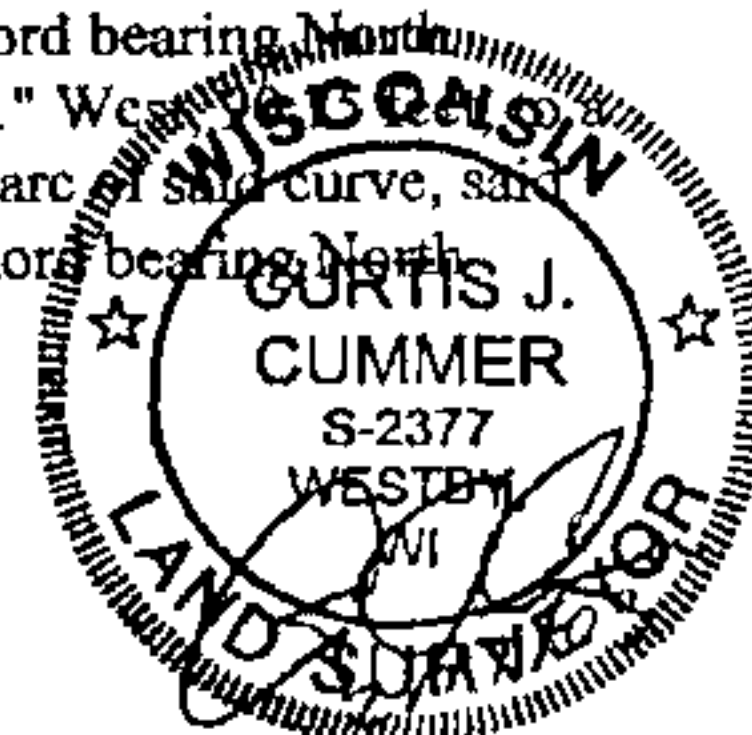
Commencing at the East One-quarter corner of said Section 21, thence South 05°34'05" East, 463.94 feet; thence South 84°38'15" West, 78.05 feet, to a point of curvature of a curve; thence Northwesterly, 58.76 feet, along an arc of said curve, said arc being concave to the Northeast having a radius of 164.47 feet, and chord bearing North 85°07'43" West, 58.44 feet, to a point of reverse curvature of a curve; thence Southwesterly, 68.13 feet, along an arc of said curve, said arc being concave to the Southeast having a radius of 95.43 feet, and chord bearing South 84°39'10" West, 66.69 feet, to a point of tangency; thence South 64°12'02" West, 66.95 feet, to a point on a curve; thence Northwesterly, 22.96 feet, along an arc of said curve, said arc being concave to the Southwest having a radius of 56.88 feet, and chord bearing North 09°04'13" West, 22.81 feet, to a point of tangency; thence North 20°38'13" West, 143.33 feet, to a point of curvature of a curve; thence Northwesterly, 68.72 feet, along an arc of said curve, said arc being concave to the Southwest having a radius of 150.58 feet, and chord bearing North 33°42'41" West, 68.13 feet, to a point of tangency; thence North 46°47'08" West, 90.39 feet, to a point of curvature of a curve; thence Northwesterly, 89.14 feet, along an arc of said curve, said arc being concave to the Northeast having a radius of 192.62 feet, and chord bearing North 33°31'44" West, 88.34 feet, to a point of reverse curvature of a curve; thence Northwesterly, 115.07 feet, along an arc of said curve, said arc being concave to the Southwest having a radius of 415.64 feet, and chord bearing North 28°12'11" West, 114.70 feet, to a point of tangency; thence North 36°24'01" West, 90.75 feet, to a point of curvature of a curve; thence Northwesterly, 270.32 feet, along an arc of said curve, said arc being concave to the Northeast having a radius of 1615.89 feet, and chord bearing North 31°36'28" West, 270.01 feet; thence South 88°18'22" East, 672.13 feet, to the East line of said Southeast Quarter of the Northeast Quarter; thence South 00°28'17" East, 233.64 feet, along said East line, to the point of beginning.

The above described parcel "C" contains 7.450 acres or 324,527 square feet of land.

Subject to and together with: An easement for ingress and egress being 66.00 feet in width the centerline of which is described as follows:

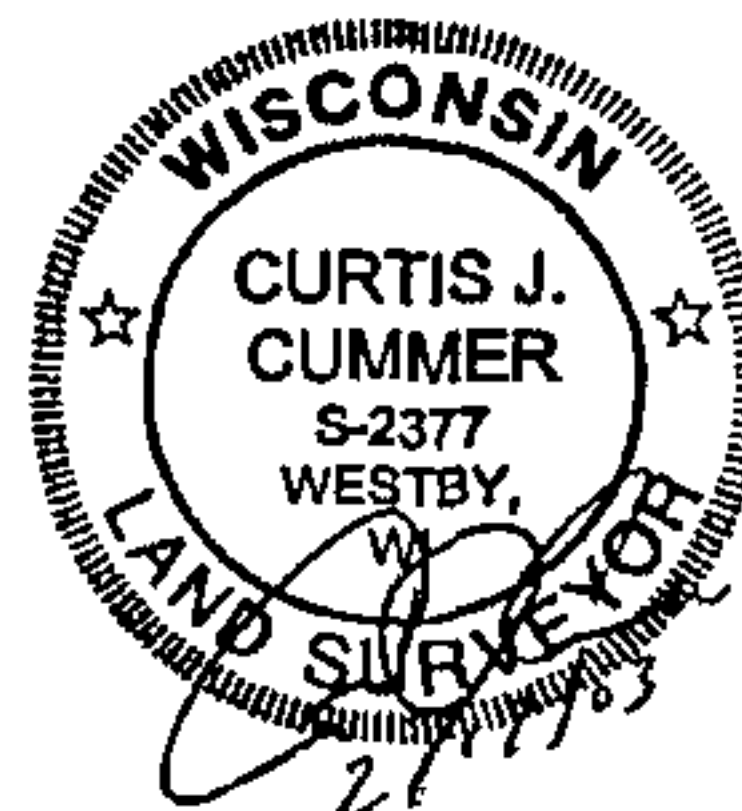
Commencing at the East One-quarter corner of said Section 21; thence South 01°07'47" East, 891.14 feet, along the East line of the Southeast Quarter; thence North 88°08'03" West, 1325.21 feet, to the West line of the Northeast Quarter of the Southeast Quarter; thence North 00°44'20" West, 33.03 feet, along said West line, to the point of beginning; thence South 88°08'03" East, 481.70 feet, to a point of curvature of a curve; thence Northeasterly, 185.38 feet, along an arc of said curve, said arc being concave to the Northwest having a radius of 296.37 feet, and chord bearing North 66°36'00" East, 182.37 feet, to a point of tangency; thence North 48°40'53" East, 240.71 feet, to a point of curvature of a curve; thence Northeasterly, 203.35 feet, along an arc of said curve, said arc being concave to the Southeast having a radius of 212.15 feet, and chord bearing North 76°08'26" East, 195.65 feet, to a point of reverse curvature of a curve; thence Northeasterly, 123.34 feet, along an arc of said curve, said arc being concave to the Northwest having a radius of 56.88 feet, and chord bearing North 41°28'53" East, 100.56 feet, to a point of tangency; thence North 20°38'13" West, 143.33 feet, to a point of curvature of a curve; thence Northwesterly, 68.72 feet, along an arc of said curve, said arc being concave to the Southwest having a radius of 150.58 feet, and chord bearing North 33°42'41" West, 68.13 feet, to a point of tangency; thence North 46°47'08" West, 90.39 feet, to a point of curvature of a curve; thence Northwesterly, 89.14 feet, along an arc of said curve, said arc being concave to the Northeast having a radius of 192.62 feet, and chord bearing North 33°31'44" West, 88.34 feet, to a point of reverse curvature of a curve; thence Northwesterly, 115.07 feet, along an arc of said curve, said arc being concave to the Southwest having a radius of 415.64 feet, and chord bearing North 28°12'11" West, 114.70 feet, to a point of tangency; thence North 36°24'01" West, 90.75 feet, to a point of curvature of a curve; thence Northwesterly, 270.32 feet, along an arc of said curve, said arc being concave to the Northeast having a radius of 1615.89 feet, and chord bearing North 31°36'28" West, 270.01 feet, to the point of termination.

Sheet 4 of 8



Subject to and together with: An easement for ingress and egress being 66.00 feet in width the centerline of which is described as follows:

Commencing at the East One-quarter corner of said Section 21; thence South $01^{\circ}07'47''$ East, 891.14 feet, along the East line of the Southeast Quarter; thence North $88^{\circ}08'03''$ West, 1325.21 feet, to the West line of the Northeast Quarter of the Southeast Quarter; thence North $00^{\circ}44'20''$ West, 33.03 feet, along said West line, to the point of beginning; thence South $88^{\circ}08'03''$ East, 481.70 feet, to a point of curvature of a curve; thence Northeasterly, 185.38 feet, along an arc of said curve, said arc being concave to the Northwest having a radius of 296.37 feet, and chord bearing North $66^{\circ}36'00''$ East, 182.37 feet, to a point of tangency; thence North $48^{\circ}40'53''$ East, 240.71 feet, to a point of curvature of a curve; thence Northeasterly, 203.35 feet, along an arc of said curve, said arc being concave to the Southeast having a radius of 212.15 feet, and chord bearing North $76^{\circ}08'26''$ East, 195.65 feet, to a point of reverse curvature of a curve; thence Northeasterly, 100.38 feet, along an arc of said curve, said arc being concave to the Northwest having a radius of 56.88 feet, and chord bearing North $53^{\circ}02'45''$ East, 87.85 feet; thence North $64^{\circ}12'02''$ East, 66.95 feet, to a point of curvature of a curve; thence Northeasterly, 68.13 feet, along an arc of said curve, said arc being concave to the Southeast having a radius of 95.43 feet, and chord bearing North $84^{\circ}39'10''$ East, 66.69 feet, to a point of reverse curvature of a curve; thence Southeasterly, 58.76 feet, along an arc of said curve, said arc being concave to the Northeast having a radius of 164.47 feet, and chord bearing South $85^{\circ}07'43''$ East, 58.44 feet, to a point of tangency; thence North $84^{\circ}38'15''$ East, 78.05 feet, to the point of termination.



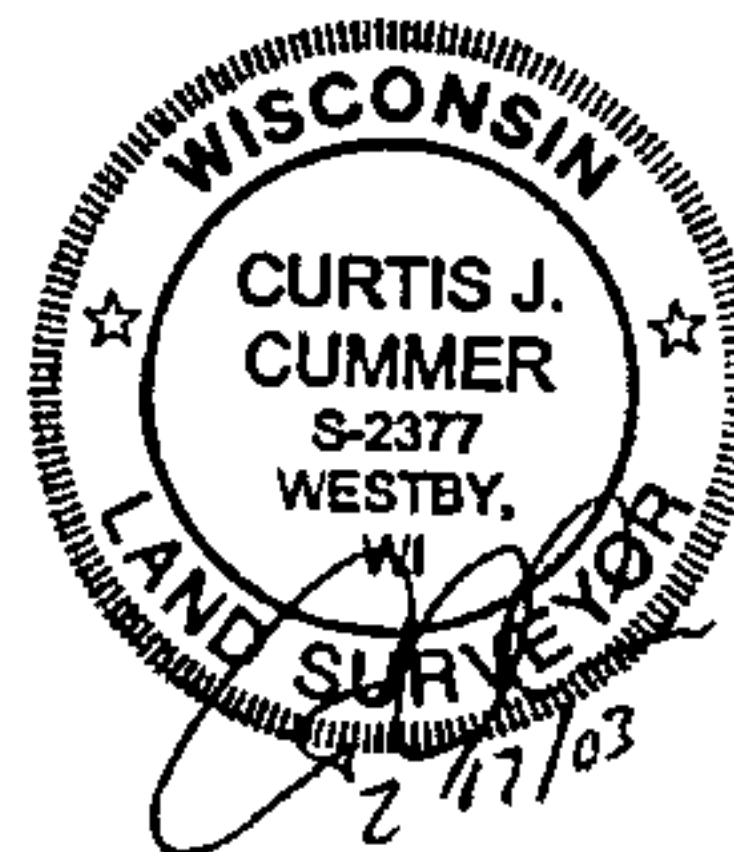
Parcel "D"

Located in the Northeast Quarter of the Southeast Quarter of Section Twenty One (21), Town Thirteen (13) North, Range Four (4) West, Township of Viroqua, Vernon County, Wisconsin; bounded and described as follows:

Commencing at the East One-quarter corner of said Section 21; thence South 01°07'47" East, 465.21 feet, along the East line of said Northeast Quarter of the Southeast Quarter, to the point of beginning; thence continuing South 01°07'47" East, 425.93 feet, along said East line; thence North 88°08'03" West, 1325.21 feet, to the West line of the Northeast Quarter of the Southeast Quarter; thence North 00°44'20" West, 33.03 feet, along said West line; thence South 88°08'03" East, 481.70 feet, to a point of curvature of a curve; thence Northeasterly, 185.38 feet, along an arc of said curve, said arc being concave to the Northwest having a radius of 296.37 feet, and chord bearing North 66°36'00" East, 182.37 feet, to a point of tangency; thence North 48°40'53" East, 240.71 feet, to a point of curvature of a curve; thence Northeasterly, 203.35 feet, along an arc of said curve, said arc being concave to the Southeast having a radius of 212.15 feet, and chord bearing North 76°08'26" East, 195.65 feet, to a point of reverse curvature of a curve; thence Northeasterly, 100.38 feet, along an arc of said curve, said arc being concave to the Northwest having a radius of 56.88 feet, and chord bearing North 53°02'45" East, 87.85 feet; thence North 64°12'02" East, 66.95 feet, to a point of curvature of a curve; thence Northeasterly, 68.13 feet, along an arc of said curve, said arc being concave to the Southeast having a radius of 95.43 feet, and chord bearing North 84°39'10" East, 66.69 feet, to a point of reverse curvature of a curve; thence Southeasterly, 58.76 feet, along an arc of said curve, said arc being concave to the Northeast having a radius of 164.47 feet, and chord bearing South 85°07'43" East, 58.44 feet, to a point of tangency; thence North 84°38'15" East, 42.05 feet, to the point of beginning.

The above described parcel "D" contains 5.546 acres or 241,572 square feet of land and is subject to existing town road right of way 33.00 feet in width along the West line of said Northeast Quarter of the Southeast Quarter.

Subject to and together with: An easement for ingress and egress being 66.00 feet in width, the center of which is located along the North side of the above described parcel.



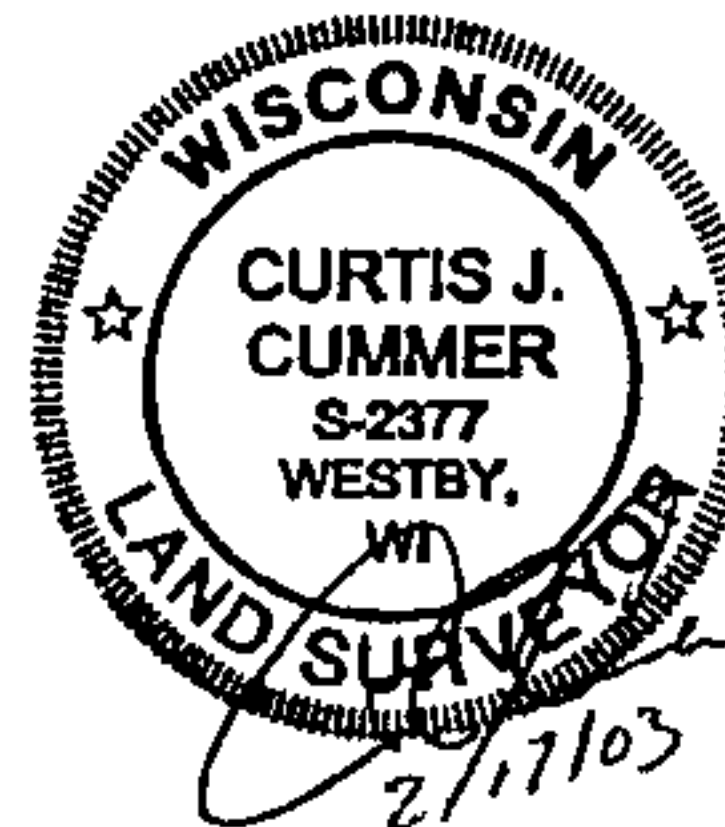
Parcel "E"

The West 610.00 feet of the North One-half of the Northwest Quarter of the Southwest Quarter of Section Twenty Two (22), Town Thirteen (13) North, Range Four (4) West, Township of Viroqua, Vernon County, Wisconsin.

Excepting therefrom the following described parcel: Commencing at the East One-quarter corner of Section 21; thence South 05°34'05" East, 463.94 feet; thence South 84°38'15" West, 36.00 feet; thence North 01°07'47" West, 465.21 feet, along the West line of said North One-half, to the point of beginning.

Subject to and together with: An easement for ingress and egress being 66.00 feet in width, the centerline of which is described as follows:

Commencing at the East One-quarter corner of said Section 21; thence South 01°07'47" East, 891.14 feet, along the East line of the Southeast Quarter; thence North 88°08'03" West, 1325.21 feet, to the West line of the Northeast Quarter of the Southeast Quarter; thence North 00°44'20" West, 33.03 feet, along said West line, to the point of beginning; thence South 88°08'03" East, 481.70 feet, to a point of curvature of a curve; thence Northeasterly, 185.38 feet, along an arc of said curve, said arc being concave to the Northwest having a radius of 296.37 feet, and chord bearing North 66°36'00" East, 182.37 feet, to a point of tangency; thence North 48°40'53" East, 240.71 feet, to a point of curvature of a curve; thence Northeasterly, 203.35 feet, along an arc of said curve, said arc being concave to the Southeast having a radius of 212.15 feet, and chord bearing North 76°08'26" East, 195.65 feet, to a point of reverse curvature of a curve; thence Northeasterly, 100.38 feet, along an arc of said curve, said arc being concave to the Northwest having a radius of 56.88 feet, and chord bearing North 53°02'45" East, 87.85 feet; thence North 64°12'02" East, 66.95 feet, to a point of curvature of a curve; thence Northeasterly, 68.13 feet, along an arc of said curve, said arc being concave to the Southeast having a radius of 95.43 feet, and chord bearing North 84°39'10" East, 66.69 feet, to a point of reverse curvature of a curve; thence Southeasterly, 58.76 feet, along an arc of said curve, said arc being concave to the Northeast having a radius of 164.47 feet, and chord bearing South 85°07'43" East, 58.44 feet, to a point of tangency; thence North 84°38'15" East, 131.80 feet, to a point of curvature; thence Northeasterly, 67.84 feet, along an arc of said curve, said arc being concave to the Southeast having a radius of 464.30 feet, and chord bearing North 88°49'25" East, 67.78 feet, to the point of tangency; thence South 87°22'57" East, 407.66 feet; thence South 85°07'50" East, 96.00 feet, to the point of termination.



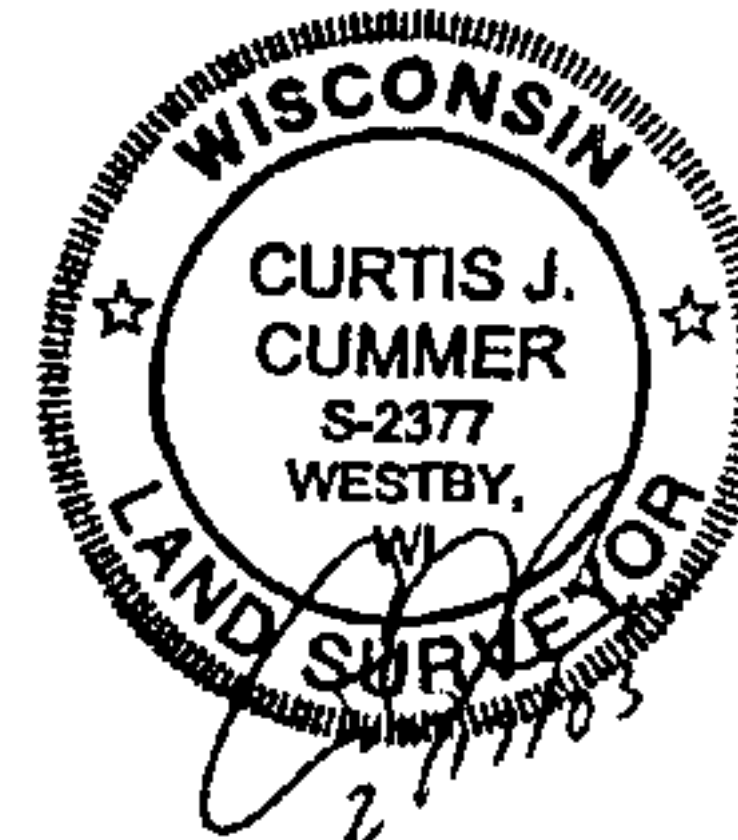
Parcel "F"

The North One-half of the Northwest Quarter of the Southwest Quarter of Section Twenty Two (22), Town Thirteen (13) North, Range Four (4) West, Township of Viroqua, Vernon County, Wisconsin.

Excepting therefrom the West 610.00 feet.

Together with: An easement for ingress and egress being 66.00 feet in width, the centerline of which is described as follows:

Commencing at the East One-quarter corner of said Section 21; thence South $01^{\circ}07'47''$ East, 891.14 feet, along the East line of the Southeast Quarter; thence North $88^{\circ}08'03''$ West, 1325.21 feet, to the West line of the Northeast Quarter of the Southeast Quarter; thence North $00^{\circ}44'20''$ West, 33.03 feet, along said West line, to the point of beginning; thence South $88^{\circ}08'03''$ East, 481.70 feet, to a point of curvature of a curve; thence Northeasterly, 185.38 feet, along an arc of said curve, said arc being concave to the Northwest having a radius of 296.37 feet, and chord bearing North $66^{\circ}36'00''$ East, 182.37 feet, to a point of tangency; thence North $48^{\circ}40'53''$ East, 240.71 feet, to a point of curvature of a curve; thence Northeasterly, 203.35 feet, along an arc of said curve, said arc being concave to the Southeast having a radius of 212.15 feet, and chord bearing North $76^{\circ}08'26''$ East, 195.65 feet, to a point of reverse curvature of a curve; thence Northeasterly, 100.38 feet, along an arc of said curve, said arc being concave to the Northwest having a radius of 56.88 feet, and chord bearing North $53^{\circ}02'45''$ East, 87.85 feet; thence North $64^{\circ}12'02''$ East, 66.95 feet, to a point of curvature of a curve; thence Northeasterly, 68.13 feet, along an arc of said curve, said arc being concave to the Southeast having a radius of 95.43 feet, and chord bearing North $84^{\circ}39'10''$ East, 66.69 feet, to a point of reverse curvature of a curve; thence Southeasterly, 58.76 feet, along an arc of said curve, said arc being concave to the Northeast having a radius of 164.47 feet, and chord bearing South $85^{\circ}07'43''$ East, 58.44 feet, to a point of tangency; thence North $84^{\circ}38'15''$ East, 131.80 feet, to a point of curvature; thence Northeasterly, 67.84 feet, along an arc of said curve, said arc being concave to the Southeast having a radius of 464.30 feet, and chord bearing North $88^{\circ}49'25''$ East, 67.78 feet, to the point of tangency; thence South $87^{\circ}22'57''$ East, 407.66 feet; thence South $85^{\circ}07'50''$ East, 96.00 feet, to the point of termination.



488975

Declaration of Covenants

Conditions and Restrictions of

Pheasant Run Organic Farming Estates

I Gordon Prejean approve the changes that have been made by the Pheasant Run Organic Farm Owners Association to the Pheasant Run Organic Farm Estates covenants, conditions, and restrictions which shall be binding on and run with the following described property:

*See attached Plat of survey dated February 17, 2003, by Curtis J. Cummer, surveyor

Dated: 7-7-2015

signature:

Gordon Prejean

Print:

Gordon Prejean

Subscribed and sworn to before me this

7th day of July, 2015

Rachel Kent

Notary Public, State of Wisconsin

My commission expires: 2/11/2018

