

**DECLARATION OF CONDOMINIUM
INSPIRATION AT SWAN CREEK,
A CONDOMINIUM**

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
5995695
11/12/2024 12:24 PM
Trans Fee:
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Pages: 21**

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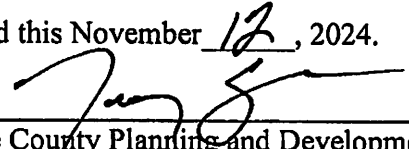
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060911301172

Tax Parcel Identification Number

There are no objections to this condominium
with respect to Sec. 703.115, Wis. Stat. and is
hereby approved for recording.

Dated this November 12, 2024.



Dane County Planning and Development

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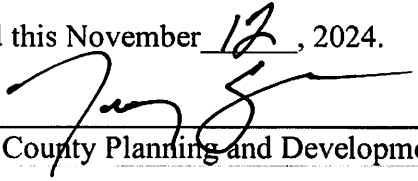
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Dane County Planning and Development

**DECLARATION OF CONDOMINIUM
OF
INSPIRATION AT SWAN CREEK, A CONDOMINIUM**

This Declaration (the “**Declaration**”) is made under and pursuant to the Condominium Ownership Act of the State of Wisconsin (the “**Act**”) as codified in Chapter 703, Wisconsin Statutes, by IP Holdings, LLC, a Wisconsin limited liability company (the “**Declarant**”).

**ARTICLE 1
STATEMENT OF DECLARATION AND PURPOSE**

The Declarant hereby subjects the real property described in Section 2.1 (the “**Property**” or the “**Condominium**”) to the condominium form of ownership in the manner provided by the Act.

**ARTICLE 2
DESCRIPTION, NAME AND RESTRICTIONS**

2.1 Legal Description. The Property subject to this Declaration is owned by the Declarant and is described in Exhibit A. The Condominium shall consist of fifty (57) units which shall be designated as Units 1 through 57.

2.2 Name and Address. The name of the Condominium is “**Inspiration at Swan Creek, a Condominium.**” The Condominium’s address is 2822 Big Bluestem Parkway, City of Fitchburg, Dane County, Wisconsin. The mailing address for the initial Registered Agent is set forth under Section 12.1.

2.3 Covenants, Conditions, Restrictions, and Easements. The Condominium shall be, on the date this Declaration is recorded, subject to:

- (1) General taxes and special assessments not yet due and payable;
- (2) Easements and rights in favor of gas, electric, telephone, water, and other utilities;
- (3) All other easements, covenants, and restrictions of record;
- (4) All municipal, zoning, and building ordinances; and
- (5) All other governmental laws and regulations applicable to the Condominium.

2.4 Purpose / Restrictions. The Units may be used for any purposes subject to this Declaration and any applicable municipal and zoning ordinances.

**ARTICLE 3
UNITS, UNIT OWNERS AND UNIT USES**

3.1 Definition of a Unit. “**Unit**” shall mean a part of the Condominium intended for independent use.

3.2 Description. A Unit in the Condominium shall be a cubicle of air whose perimetrical boundaries shall be set forth for such Unit on the Condominium Plat for the Inspiration at Swan Creek, a Condominium, a copy of which is attached as Exhibit B (the “**Condominium Plat**”), whose lower boundary is an imaginary horizontal plane located parallel to and 100 feet below the surface of the ground, extended to the perimetrical boundaries; and whose upper boundary is an imaginary horizontal plane located parallel to and 100 feet above the surface of the ground, extended to the perimetrical boundaries. A Unit does not include any Dwelling (as defined herein), or Improvement (as defined herein) constructed or to be constructed thereon located within the cubicle of air that comprises the Unit.

3.3 Identification. The Units are identified by unit number on the Condominium Plat.

3.4 Separation, Merger, and Boundary Relocation. Boundaries between Units may be separated, merged or relocated consistent with the Section 703.13 of the Wisconsin Statutes. Following any boundary relocation, the Percentage Interests in the Common Elements shall be determined as set forth under Section 4.2.

3.5 Unit Owner. “**Unit Owner**” or “**Owner**” means a person, combination of persons, partnership, corporation, or other legal entity, which holds legal title to a Unit; *provided, however*, that in the event equitable ownership has been conveyed in the Unit by means of a land contract or other similar document, “**Unit Owner**” or “**Owner**” shall mean the land contract purchaser or vendee.

ARTICLE 4 COMMON ELEMENTS

4.1 Definition of Common Elements. “**Common Elements**” means all of the Condominium except the Units and all tangible personal property used in the operation, maintenance, and management of the Condominium, including but not limited to, the Private Road, sidewalks, mailboxes, and open spaces that are identified on the Condominium Plat.

4.2 Ownership / Percentage Interest. Each Unit has an equal, undivided interest (the “**Percentage Interest**”) in the Common Elements determined by taking the number one and dividing it by the total number of Units. At the time of the recording of this Declaration, each Unit has a percentage interest of one over fifty (1/57) or 1.7544% (rounded).

ARTICLE 5 ASSOCIATION

5.1 Association. “**Association**” shall mean Inspiration at Swan Creek Association, Inc., a Wisconsin nonstock corporation which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium.

5.2 Voting Rights. Each Unit shall be entitled to one vote. If a Unit is owned by more than one person, the vote for the Unit shall be cast as agreed by the persons who have an ownership interest in the Unit, and if only one such person is present, it is presumed that person has the right

to cast the Unit vote unless there is contrary evidence presented. In the event the persons cannot agree on the manner in which the vote is to be cast, no vote may be accepted from the Unit.

5.3 Declarant Control. Except as otherwise provided under Section 5.4, the Declarant shall totally govern the affairs of the Condominium until a Unit has been sold to any person other than the Declarant. After a Unit has been sold to any person other than the Declarant, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than the Declarant, until the earlier of: (a) three (3) years; (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers; or (b) thirty (30) days after the Declarant's election to waive its right of control.

5.4 Executive Board. The affairs of the Association shall be governed by an Executive Board. Prior to the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the Executive Board. Prior to the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33⅓%) of the directors on the Executive Board. Not later than forty-five (45) days after the expiration of Declarant control as provided in Section 5.3, the Association shall hold a meeting, and the Unit Owners shall elect an Executive Board of at least three (3) directors and officers of the Association. For purposes of calculating the percentages set forth in Section 5.3 and this Section 5.4, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the maximum number of Units.

5.5 Enforcement. The Association shall have the power to enforce the Declaration. Any dispute relating to the Declaration, or any Executive Board enforcement decision shall be subject to arbitration under chapter 788 of the Wisconsin Statutes. Acceptance of a conveyance of a Unit is deemed to constitute an agreement by the Unit Owner or Owner to submit challenges to decisions of the Executive Board to arbitration.

5.6 Administration of the Association. The administration of the Association shall be governed by its Bylaws consistent with Section 703.10 of the Wisconsin Statutes. The rules contained in Robert's Rules of Order, latest revised edition, shall govern the parliamentary procedures of the meetings, in all cases in which they are not inconsistent with any statute, this Declaration, or the Bylaws. The provisions of this Article are to be supplemented by the Bylaws of the Association, and any rules or regulations adopted by the Association under the Bylaws; *provided, however*, that no such supplement shall substantially alter or amend any of the rights or obligations of the Unit Owners set forth in this Declaration.

ARTICLE 6 REPAIRS AND MAINTENANCE

6.1 Units. Each Unit Owner shall be responsible for the construction, maintenance, repair, and replacement of all structures, landscaping, driveways, and other allowed improvements

constructed on or within the Unit (the "**Improvements**"). Each Unit shall at all times be kept in good condition and repair. Besides the Improvements, a Unit Owner may not construct any other improvements within his/her Unit except as expressly allowed by the Declaration and permitted by any applicable governmental law, ordinance, regulation, or rule.

6.2 Common Elements. The Common Elements may require maintenance, repair or replacement from time-to-time, and the Association shall undertake the obligations to repair or replace the Common Elements as needed; *provided, however*, that any damages to any of the Common Elements caused by a Unit Owner or a Unit Owner's employees, customers, guests, invitees, etc., shall be charged to the Unit Owner that caused such damages. As of the date of this Declaration, the Common Elements are shown on the Plat and include the Private Road, infiltration basins and the associated landscaped areas within or adjacent to the Private Road, sidewalks, mailboxes, and open spaces that are identified on the Condominium Plat. The costs to maintain, repair or replace the Common Elements shall be "**Common Expenses.**"

ARTICLE 7 INSURANCE

7.1 Unit Owners' Insurance. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage insuring the Unit, Dwelling and Improvements, together with any fixtures, furniture, equipment, and personal property located within the Unit. Each Unit Owner shall obtain adequate liability insurance for their respective Unit. Unit Owners are encouraged to submit copies of the disclosure materials to their insurance carriers in order to ensure adequate property and liability coverage on their personal property, Unit, Dwelling and Improvements.

7.2 Property Insurance. The Executive Board, on behalf of the Unit Owners shall obtain and maintain insurance for the Common Elements covering the perils of fire, extended coverage, vandalism, and malicious mischief on a repair and replacement cost basis, for an amount not less than the full replacement value of the insured property.

7.3 Liability Insurance. The Executive Board, on behalf of the Unit Owners, shall maintain comprehensive general liability insurance against all claims commonly insured against and in such amounts as the Executive Board shall deem suitable for the Common Elements. Each Unit Owner's policy shall also contain "severability of interest" endorsements which shall preclude the insurer from denying the claim of a Unit Owner because of negligence on the part of the Association or other Unit Owners.

7.4 Fidelity Insurance. The Association may maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be the named insured, and the insurance shall be in an amount of not less than one hundred percent (100%) of the Association's annual operating expenses and reserves.

7.5 Administration. Any and all premiums associated with the insurance purchased on behalf of the Association covering the Common Elements shall be Common Expenses. All insurance shall be obtained from generally acceptable and commercially respectable insurance carriers.

ARTICLE 8 COMMON EXPENSES

8.1 General Assessments. The Executive Board may levy general assessments (the "**General Assessments**") against the Units for the Common Expenses incurred for the regular maintenance, repair, and replacement of Common Elements. Each Unit shall be responsible for its share of the Common Expenses equal to its Percentage Interest. During the period of Declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no General Assessments shall be assessed against any Unit owned by Declarant. During the period of Declarant control, however, the General Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full General Assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant do not cover the total Common Expenses. The General Assessments may include an adequate reserve for maintenance, repairs, and replacement of the Common Elements that must periodically be maintained, repaired, or replaced. Such reserves shall be held in a working capital reserve account, which account shall be segregated from other funds held by the Association. The Executive Board shall, by majority vote, determine the uses of the funds in the working capital reserve account; provided, however, that the Declarant, while in control of the Association, shall be prohibited from using such working capital reserves to defray any of its expenses, reserve contributions, or construction costs, or to make up any budget deficits. The Executive Board may, from time to time, levy Special Assessments to replenish funds withdrawn from the working capital reserve account. Notwithstanding anything to the contrary herein, to the extent the rules and regulation of the Federal National Mortgage Association ("**FNMA**") or the Federal Home Loan Mortgage Corporation ("**FHLMC**"), are amended or modified from time to time, the Executive Board shall have the right to change how the Association's working capital reserve shall be funded and maintained, in accordance with the requirements of FNMA and FHLMC. The Association does not have a statutory reserve account under Section 703.163 of the Wisconsin Statutes at the time this Declaration was recorded.

8.2 Special Assessments. The Executive Board may levy special assessments (the "**Special Assessments**") against the Units, for any purpose for which the Board of Directors may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such a manner as the Association may determine. Each Unit shall be responsible for its portion of a Special Assessment equal to its Percentage Interest.

8.3 Lien. The assessments shall constitute a lien on the Units against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.165 of the Wisconsin Statutes, as amended.

8.4 Unit Sale. Except as otherwise provided herein, unpaid assessments against a Unit shall be a joint and several liability of the seller and purchaser in a voluntary transfer of the Unit if a statement of condominium lien covering the delinquency shall have been recorded prior to the transfer. Notwithstanding any other provision in the Declaration or Bylaws, in the event of a foreclosure or a deed-in-lieu of foreclosure, the acquirer of title, including a mortgagee or its assignee, shall not be liable for unpaid assessments or charges that accrued before the acquisition

of title to the Unit, except to the extent that federal or state law imposes liability for a period not exceeding six months of unpaid common assessments that accrued before the acquisition of title.

ARTICLE 9 ARCHITECTURAL CONTROL

9.1 General Purpose, Standards, Variances.

(1) General Purpose. The general purpose of the covenants and restrictions set forth in this Article 9 and in the Declaration of Protective Covenants for Inspiration at Swan Creek dated even date herewith and recorded with the Dane County, Wisconsin Register of Deeds (the “*Protective Covenants*”) is to help assure that the Condominium will become and remain an attractive community; to preserve and maintain the view corridors; to ensure the most appropriate development and improvement of each Unit; to guard against the erection of poorly designed or proportioned Dwellings; to obtain harmonious use of material and color schemes; and to ensure the highest and best residential development of the Property.

(2) Standard of Review. It is the intent of this Article 9 and the Protective Covenants to create reasonable restrictions that are enforced in a reasonable manner. In any enforcement action, the court or arbitrator shall interpret and enforce these Protective Covenants in a manner that will impose a reasonable result balancing the cost to the Unit Owner(s) subject to the enforcement action and the impact to the Condominium.

(3) Variances. The Committee (as defined herein) may grant reasonable variances from any provision of Article 9 where such variance is not inconsistent with the intent and spirit of this Declaration as determined by the Committee in the Committee’s sole discretion.

(4) Inspections. The Committee and its designated representatives shall have the right to reasonably inspect the construction of any Dwellings or Improvements to any Unit, without notice and during regular business hours, to ensure that all construction is performed in accordance with the plans and specifications previously approved by the Committee.

9.2 Architectural Control. No Dwelling or other Improvement shall be erected and placed on any Unit until its construction plans and specifications shall have been approved in writing by the Architectural Control Committee (the “*Committee*”).

9.3 Architectural Control Committee.

(1) Establishment Duties, Membership.

(a) There shall be an Architectural Control Committee, which shall have the rights and obligations set forth in this Declaration for the Committee and any powers necessary to exercise those rights.

(b) The Committee shall initially consist solely of the Declarant, so long as the Declarant owns any interest in any Unit. The Declarant may at any time, at

its sole discretion, appoint up to three (3) Unit Owners to serve as the Committee with the decisions rendered by the majority to be binding. Notwithstanding the foregoing provisions, at such time as the Declarant no longer owns any Unit subject to this Declaration, the directors of the Association shall elect the members and fill vacancies on the Committee.

(2) Procedure. A Unit Owner desiring to construct a Dwelling or otherwise construct any Improvements within a Unit shall submit to the Committee, for its written approval, construction plans and specifications for the Dwelling and/or Improvements (which includes landscaping), and a site plan showing the location of the contemplated Dwelling and/or Improvements. The Committee may appoint a qualified designee to conduct the initial review of submissions and make recommendations to the Committee. The items submitted to the Committee or the Committee's designee shall include:

- (a) Construction details for the Dwelling and Improvements (see limitations set forth in the Protective Covenants).
- (b) Elevation drawings of any Dwelling;
- (c) Proposed facades of any Dwelling, including the style, color, and location of eaves and windows;
- (d) A description of materials to be used in any Dwelling or Improvement (see limitations set forth in the Protective Covenants);
- (e) A detailed site plan showing the Dwelling footprint, driveway, and sidewalk(s);
- (f) The color scheme of the Dwelling (see limitations set forth in the Protective Covenants);
- (g) A landscaping plan showing all plants and hardscapes;
- (h) All exterior lighting; and
- (i) Such other materials as the Committee may deem necessary that are reasonably related to the Committee's review.

All structures and landscaping shall be designed by a registered architect, a professional engineer experienced in home design or landscaping, as the case may be, or a comparably qualified individual or firm. A submission will not be complete and the thirty (30)-day approval time set forth below shall not commence until all documents required in this Section 9.3 have been submitted. All such submissions shall be to the appointee of the Committee or to the Declarant, if no person is designated to review submissions at its principal place of business (or, if Declarant ceases to be a member of the Committee, such other address that the Committee may designate), together with any applicable fee required under Section 9.3(5). After initial review by the appointed designee, Declarant shall then call a meeting of the Committee to consider such plans and specifications. Action of the Committee shall be by majority vote of the Committee members present at such meeting.

A tie vote on an issue shall be deemed equivalent to rejection. The Committee, with the written consent of at least three (3) of its members, may take action without a meeting. The Committee may approve, disapprove, or approve subject to stated conditions the preliminary and final development plans. If the Committee conditionally approves either the preliminary or final development plans, then the applicant shall be entitled to resubmit such plans. The Committee's decision shall be in writing, signed by two (2) or more Committee members. If the Committee fails to render its decision on the preliminary or final development plans within thirty (30) days of their submission, or upon any resubmitted preliminary or final development plans within fifteen (15) days of their resubmission, approval will be deemed to have been obtained and the applicable covenants, conditions and restrictions in this Declaration shall be deemed to have been complied with. If such plans are not rejected, then the Owner of the Unit shall construct the Dwelling and Improvements materially in accordance with the submitted documents. All material changes to such plans must be resubmitted to, and approved by, the Committee. Any changes to such plans that would lessen the quality or expense of the construction as previously approved shall be deemed to be material changes. Once the Association is turned over to the Unit Owners, the Association's Board of Directors shall have the right to modify the number of Committee members, the terms of the Committee members, and the procedures of the Committee.

(3) Standards. Subject to the standard of review set forth in Section 9.1, the Committee shall have the right to reject any plans and specifications or site plans, which:

(a) are not in conformity with any of the restrictions set forth in this Declaration or the Protective Covenants, as each may be amended from time-to-time; or

(b) are not desirable for aesthetic reasons; or

(c) are not in harmony with Dwellings located on the surrounding Units;
or

(d) have exterior lighting, exterior signs, exterior television antennae, fencing or landscaping which are not desirable for aesthetic reasons; or

(e) are not in conformity with the general purposes of this Declaration.

(4) Occupancy. No structure shall be occupied unless it has been approved by the Committee pursuant to this Section 9.3, constructed in accordance with the plans as approved by the Committee, and issued an occupancy permit from the appropriate municipal authority.

(5) Fees. The Committee, by majority vote, shall from time to time adopt a fee schedule designed to defray the Committee's out-of-pocket costs, including the fee of any designee appointed by the Committee, incurred in connection with its review of any preliminary or final development plan or of any resubmission of any such plans and such fee may be adjusted at any time by the Committee.

(6) Approval of Contractors. For each Dwelling erected or placed on any Unit subject to this Declaration, the prime contractor or builder to be hired for construction of such Dwelling shall be approved in writing by the Committee prior to commencement of any construction. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status or building reputation.

(7) Liability of Committee. The Committee and its designee or its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:

- (a) The approval or disapproval of any plans and specifications, whether or not defective;
- (b) The construction or performance of any work, whether or not pursuant to approved plans and specifications; or
- (c) The development of any property within the Condominium.

9.4 Architectural Restrictions. Any improvement intended for occupancy including attached decks and porches (collectively, a "**Dwelling**"), shall be built, and sited in conformance with the applicable zoning code and comply with the architectural restrictions set forth in the Protective Covenants.

(1) Front, Side and Rear Yard Requirements. Any Dwelling shall be built and sited in conformance with the applicable zoning code.

(2) Floor Area Minimums. Each Dwelling shall have a minimum area of finished living space as provided in the Protective Covenants.

(3) Building Materials. The building material standards are set forth in the Protective Covenants.

(4) Dwelling Elevations. All elevations of the Dwelling shall be designed in a consistent and coherent architectural manner. Changes in material, color and/or texture shall occur at points relating to the massing, fenestration, and overall design concept of the Dwelling. The Committee shall be entitled to reject any plans which would not harmonize with the natural surroundings or that would violate any of the standards set forth in the Protective Covenants.

(5) Construction Deadline. Unless otherwise extended in writing by the Declarant, each Dwelling erected shall have its entire external construction completed within nine (9) months from the date of issuance of the building permit except for delays in completion due to strike, weather, war, or act of God.

9.5 Use Restrictions. Units 9 through 57 shall be used for single family residential purposes. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage, or adoption) plus no more than one unrelated person. Except for Units 1 through 8, no structures shall be constructed, altered, placed, or permitted to remain on any Lot or part thereof other than one

detached single-family dwelling, not to exceed two stories in height, and a private garage attached to said dwelling for not less than two cars, nor more than four cars. For Units 1 through 8, two-family dwellings shall be constructed on Units 1 and 2, Units 3 and 4, Units 5 and 6 and Units 7 and 8, not to exceed two stories in height and a private garage attached for the use of each family dwelling for not less than two cars. No business, whether or not for profit, including, without limitation, any day care center (with the exception of in-home childcare not requiring State of Wisconsin licensing), animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Dwelling. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit an Owner from:

- (1) maintaining his or her personal professional library in his or her Dwelling;
- (2) keeping his or her personal business or professional records or accounts in his or her Dwelling;
- (3) handling his or her personal or business records or accounts in his or her Dwelling; or
- (4) handling his or her personal business or professional telephone calls or correspondence from his or her Dwelling.

Nothing in this Section 9.5 shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

ARTICLE 10 EASEMENTS

10.1 Utility Easements. An easement is reserved over, through and underneath the ten feet of each Unit that abuts a public right-of-way and over, through and underneath the Private Road (defined below) (collectively, the “*Utility Easements*”) for the installation, maintenance, repair and replacement of present and future utility services, including but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, gas lines, cable and security wires. The maintenance, repair and replacement of any utility within the Utility Easements that benefits all of the Units shall be the obligation of the Association, and such costs shall be Common Expenses. Any installation, maintenance, repair, or replacement of any utility within the Utility Easements that benefits less than all of the Units shall be an expense shared by the Units that benefit from such installation, maintenance, repair, or replacement. Easements for ingress and egress are reserved to the Association and Unit Owners in, over, and under the Units and Common Elements for the purpose of making any repairs to the utilities in the Utility Easements. The party (for example, the Association or the specific Unit Owner(s) as the case may be) responsible for the installation, maintenance, repairs, or replacement of any utilities within the Utility Easements shall be responsible for any damage resulting from such work and shall return the Utility Easements to the same condition that existed prior to the commencement of the work. **NOTE: THERE ARE OTHER EASEMENTS AFFECTING THE UNITS WITHIN THIS CONDOMINIUM THAT ARE RECORDED SEPARATELY FROM THIS DECLARATION. UNIT OWNERS ARE RESPONSIBLE FOR ENSURING THAT THEY, AND ANY**

CONTRACTORS OR SERVICE PROVIDERS THEY ENGAGE, REVIEW ALL RECORDED EASEMENTS PRIOR TO COMMENCING ANY WORK THAT COULD IMPACT OR BE IMPACTED BY THESE EASEMENTS. FAILURE TO REVIEW AND COMPLY WITH ANY EASEMENTS MAY RESULT IN LIABILITY FOR ANY DAMAGES OR LEGAL REPERCUSSIONS ASSOCIATED WITH INTERFERENCE OR NON-COMPLIANCE.

10.2 Private Road.

(1) Maintenance, Repair and Replacement of Private Road. The private road labeled as "Shared Access Drive" on the Condominium Plat (the "***Private Road***") that allows ingress and egress to the Units is shown on the Condominium Plat. The Private Road is a Common Element. The maintenance, repair and replacement of the Private Road shall be the obligation of the Association, and such costs shall be Common Expenses. An easement for ingress and egress, staging and grading is reserved to the Association in, over, and under the ten feet of each Unit that abuts the Private Road for the purpose of maintenance, repair, and replacement of the Private Road. The Association shall be responsible for any damage resulting from such work and shall return any Unit to the same condition that existed prior to the commencement of the work. The easement granted hereby shall be assigned by the Association in the event the Private Road is subsequently dedicated to the public. In the event that the Association fails to maintain the Private Road, the City of Fitchburg shall have the right to require such maintenance by sending written notice to the Association requiring that the Association complete all necessary maintenance of the Private Road. If the Association refuses to or fails to complete the necessary maintenance within thirty (30) days from the date of mailing of the City of Fitchburg's notice, then the City of Fitchburg may complete the necessary maintenance of the Private Road and charge all costs as either a special charge to the Association or as a special charge to the Unit Owners for their equal portion of such costs. Notwithstanding the foregoing, in the event the failure of maintenance relates to snow and ice removal, or any other obstruction to the Private Road that create a material danger to the occupants of the Units or any other user of the Private Road, no notice from the City of Fitchburg shall be required.

(2) Easement. The Private Road is intended for year-round vehicular, bicycle and pedestrian ingress and egress between the Units, the Private Road and Sassafras Drive. An easement is granted for such use to the Unit Owners and their employees, customers, guests, invitees, contractors, subcontractors and to the general public for the purposes set forth in this Section. The Association shall have the right to grant easements for the use of the Private Road as it deems necessary in its sole discretion, and to pass any regulation or rule that may limit such use so long as such limitation promotes the orderly and safe use of the Private Road.

(3) Future Dedication of Private Road. The Private Road is private and no dedication to the public shall occur except by agreement between the applicable governmental jurisdiction and the Association. Any dedication of the Private Road to the applicable governmental jurisdiction shall only require the approval by a majority vote of the Unit Owners.

(4) Default Regulations. Unless subsequently modified, expanded or limited by the Association, the following default regulations shall apply to the Private Road:

(a) Speed Limit. The default speed limit on the Private Road shall be twenty-five (25) miles per hour.

(b) Parking, Stopping and Standing. There shall be no parking, stopping, or standing allowed on any portion of the Private Road when such parking, stopping, or standing would obstruct traffic. Only temporary parking of less than twelve (12) hours is allowed on any Private Road.

(c) Snow Emergency and Winter Parking. No person shall park a motor vehicle, trailer, or any other moveable equipment on any Private Road if there is a declared snow emergency or between 12:00 midnight and 6:00 a.m., from November 15 to April 1 of each year.

(d) Enforcement. The City of Fitchburg is hereby given the authority to enforce the traffic and parking regulations on the Private Road as set forth in this Section and subsequently adopted by the Association. As used in this Declaration the terms "*City of Fitchburg*" or "*City*" shall mean the City of Fitchburg, Dane County, Wisconsin.

10.3 Stormwater Easement. Each Unit and the Association shall have a perpetual, non-exclusive easement on, over, across and through the Units and the Common Elements for stormwater drainage consistent with any stormwater management plan. It is the intent that this provision be limited to allow for the reasonable stormwater drainage of the Units consistent with natural stormwater drainage patterns.

ARTICLE 11 AMENDMENTS

Except as otherwise provided herein, this Declaration may only be amended by the written consent of sixty-seven percent (67%) of the Unit Owners. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the Dane County Register of Deeds. For purposes of this provision and Declaration, each Unit shall have one (1) vote. No amendment to the Declaration affecting the status or rights of the Declarant may be adopted without the written consent of the Declarant.

ARTICLE 12 NOTICES

12.1 Resident Agent. The initial resident agent and person to receive service of process for the Condominium or the Association shall be the same person named as the Registered Agent of the Association or such other person as may be designated from time to time by the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions. The current resident agent is Fredric DeVillers, 5210 Siggelkow Road, Madison, Wisconsin 53718.

12.2 Notices to Unit Owners. All notices required to be sent to Unit Owners shall be in writing, personally delivered or sent by first class mail to the Unit Owner's address. Said address shall be the address of the Unit owned by the Unit Owner in the Condominium, unless said Unit Owner has provided to the Association, in writing, another address for delivery of notices. For purposes of this Declaration, all time periods with respect to notice shall commence on the date that notice is personally delivered or the date upon which notice is mailed to the Unit Owner. It is acknowledged by all Unit Owners that personal service or mailing shall constitute sufficient notice for the purposes of this Declaration.

ARTICLE 13 GENERAL

13.1 Assignability of Declarant's Rights. The Declarant reserves the right to assign its declarant rights, powers, and obligations by a written record instrument to any other party who assumes such rights, powers, and obligations. Upon the recording of any such assignment, such assigns shall become the "***Declarant***" under this Declaration and shall succeed to all such rights, powers, and obligations. Such amendment needs be signed only by the assignor and the assignee named therein.

13.2 Utilities. Each Unit Owner shall pay for all of its telephone, electrical, gas, and other utility services which shall be separately metered or billed for each user by the respective utility companies.

13.3 Warranties. The Declarant has made no warranty or representation in connection with the Condominium, except as expressly set forth in this Declaration. No person shall rely upon any warranty or representation unless expressly specified in this Declaration. ALL OTHER EXPRESS WARRANTIES AND IMPLIED WARRANTIES ARE HEREBY DISCLAIMED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES SPECIFIED IN WIS. STAT. § 706.10(7).

[THE REMAINING PORTION OF THIS PAGE IS PURPOSELY LEFT BLANK]

ACKNOWLEDGMENT AND CONSENT OF MORTGAGEE

James T. Stephenson and Diana Kaufman Stephenson, as the Mortgagee of the Property, hereby acknowledges the foregoing Declaration of Condominium and expressly consents to said Declaration of Condominium and its recording in the Dane County Register of Deeds Office.

Executed on this 6 day of November, 2024.

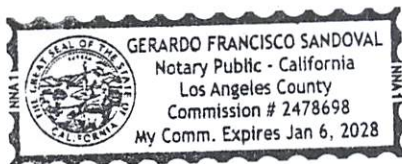
By: [Signature]
James T. Stephenson

By: [Signature]
Diana Kaufman Stephenson

ACKNOWLEDGEMENT

California
STATE OF ~~WISCONSIN~~)
) ss.
COUNTY OF ~~DANE~~)
Los Angeles

I hereby acknowledge on this 6th day of November, 2024 that James T. Stephenson and Diana Kaufman Stephenson did execute this instrument.



Print Name: Gerardo Francisco Sandoval
Notary Public, State of California
My Commission expires: 01-06-2028

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

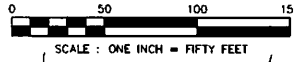
EXHIBIT A
Legal Description

Lot 1, Certified Survey Map Number 13827, as recorded in Volume 91 of Certified Survey Maps, on Pages 271-273, as Document Number 5104760, Dane County Registry, located in the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 11, Township 06 North, Range 09 East, City of Fitchburg, Dane County, Wisconsin.

EXHIBIT B
Condominium Plat

See attached.

GRID NORTH
BEARINGS ARE BASED UPON THE
WISCONSIN COUNTY COORDINATE
SYSTEM (DANE ZONE 83 1997)
UNITED STATES DEPARTMENT OF
THE INTERIOR BUREAU OF
LAND MANAGEMENT
SOUTHWEST QUARTER BEARS
S88°02'32"E



INSPIRATION AT SWAN CREEK, A CONDOMINIUM PLAT

LOT 1, CERTIFIED SURVEY MAP NUMBER 13827, AS RECORDED IN VOLUME 91 OF CERTIFIED
SURVEY MAPS, ON PAGES 271-273, AS DOCUMENT NUMBER 5104760, DANE COUNTY REGISTRY,
LOCATED IN THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST
QUARTER OF SECTION 11, TOWNSHIP 06 NORTH, RANGE 09 EAST, CITY OF FITCHBURG, DANE
COUNTY, WISCONSIN.

There are no objections to this
condominium with respect to Sec. 703
Wis. Stats. and is hereby approved for
recording.

Dated this ____ day of ____ , 200__

Dane County Planning and Development

Office of the Register of Deeds

____ County, Wisconsin

Received for Record

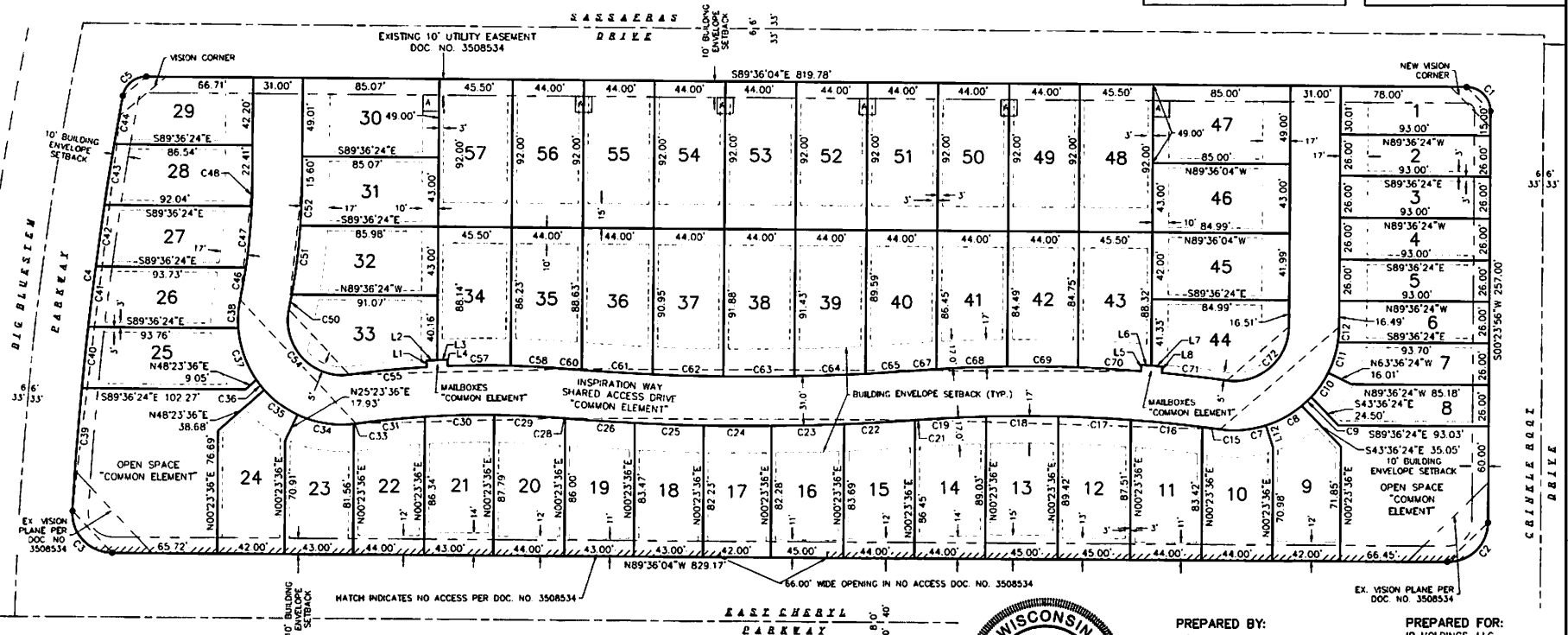
____ 20__ at

____ o'clock ____ M as

Document No. ____

in ____

Register of Deeds



NOTES:

- 1) Unless otherwise noted, everything outside of the Unit Boundaries are common elements.
- 2) See sheet 2 for Legend, Line Table, Unit Area Table, Minimum Basement Floor Elevations Table and Lowest Opening for Units 8, 9, 24 and 25
- 3) No grinder pumps allowed.
- 4) See sheet 3 for spot elevations and drainage arrows.



PREPARED BY:

Burse

surveying & engineering llc

2601 International Lane, Suite 101

Madison, WI 53704 608.250.9263

Fax: 608.250.9266

email: mburse@bse-inc.net

www.bursesurveyengr.com

PREPARED FOR:

IP HOLDINGS, LLC

SHEET 1 OF 3

Date: November 06, 2024

Plot View: CONDO

\\BSE1691\\CONDO\\dwg\\BSE1691CONDOv20.dwg

INSPIRATION AT SWAN CREEK, A CONDOMINIUM PLAT

LOT 1, CERTIFIED SURVEY MAP NUMBER 13827, AS RECORDED IN VOLUME 91 OF CERTIFIED SURVEY MAPS, ON PAGES 271-273, AS DOCUMENT NUMBER 5104760, DANE COUNTY REGISTRY, LOCATED IN THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 06 NORTH, RANGE 09 EAST, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN.

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord L.
C1	23.56	15.00	90°00'00"	S44°36'04"E	21.21
C2	39.27	25.00	90°00'00"	S45°23'56"W	35.36
C3	40.60	25.00	93°02'19"	N43°04'55"W	36.28
C4	260.14	2132.00	6°59'28"	N06°55'59"E	259.98
C5	20.94	15.00	79°58'13"	N50°24'49"E	19.28
C6	110.57	65.00	97°27'44"	S49°07'48"W	97.71
C7	28.89	65.00	25°28'03"	S85°07'38"W	28.65
C8	25.49	65.00	22°28'19"	S61°09'27"W	25.33
C9	8.01	65.00	70°32'22"	S46°23'36"W	8.00
C10	18.69	65.00	16°28'19"	S34°37'45"W	18.62
C11	19.95	65.00	17°35'02"	S17°36'05"W	19.87
C12	9.54	65.00	8°24'39"	S04°36'15"W	9.53
C13	186.26	885.00	12°03'32"	N88°10'07"W	185.92
C15	11.10	885.00	0°43'07"	N82°29'54"W	11.10
C16	44.19	885.00	2°51'40"	N84°17'18"W	44.19
C17	45.05	885.00	2°54'59"	N87°10'37"W	45.04
C18	45.01	885.00	2°54'50"	S89°54'28"W	45.00
C19	40.92	885.00	2°38'56"	S87°07'36"W	40.91
C20	222.22	1430.00	8°54'13"	N89°44'46"W	222.00
C21	3.16	1430.00	0°07'36"	S85°51'56"W	3.16
C22	44.09	1430.00	1°45'59"	S86°48'43"W	44.09
C23	45.02	1430.00	1°48'14"	S88°35'50"W	45.02
C24	42.00	1430.00	1°40'58"	N89°39'34"W	42.00
C25	43.02	1430.00	1°45'25"	N87°57'22"W	43.02
C26	43.08	1430.00	1°43'33"	N86°13'53"W	43.07
C27	128.13	585.00	12°32'57"	S88°25'52"W	127.87
C28	1.85	1430.00	0°04'26"	N85°19'53"W	1.85
C29	42.20	585.00	4°07'59"	N87°21'39"W	42.19
C30	43.03	585.00	4°12'53"	S88°27'55"W	43.02
C31	42.89	585.00	4°12'04"	S84°15'26"W	42.88
C32	123.99	65.00	109°17'45"	N43°11'44"W	106.03
C33	1.37	65.00	1°12'37"	S82°45'42"W	1.37
C34	36.33	65.00	32°01'36"	N80°37'12"W	35.86
C35	26.09	65.00	23°00'00"	N53°06'24"W	25.92
C36	8.02	65.00	7°04'11"	N38°04'18"W	8.02
C37	34.35	65.00	30°16'41"	N19°23'53"W	33.95
C38	17.82	65.00	15°42'41"	N03°35'48"E	17.77
C39	76.66	2132.00	2°03'37"	S04°28'03"W	76.66
C40	38.18	2132.00	1°01'34"	S06°00'39"W	38.18

Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord L.
C41	38.26	2132.00	1°01'41"	S07°02'16"W	38.26
C42	38.34	2132.00	1°01'50"	S08°04'02"W	38.34
C43	38.44	2132.00	1°01'59"	S09°05'56"W	38.44
C44	30.25	2132.00	0°48'46"	S10°01'19"W	30.25
C45	74.31	385.00	11°03'33"	N05°55'22"E	74.20
C46	20.55	385.00	3°03'27"	N09°55'25"E	20.54
C47	38.17	385.00	5°40'50"	N05°33'16"E	38.15
C48	15.60	385.00	2°19'15"	N01°33'14"E	15.59
C49	80.30	416.00	11°03'33"	N05°55'22"E	80.17
C50	9.55	416.00	1°18'57"	N10°47'40"E	9.55
C51	43.32	416.00	5°58'00"	N07°09'12"E	43.30
C52	27.42	416.00	3°46'36"	N02°16'54"E	27.42
C54	64.86	34.00	109°17'45"	N43°11'44"W	55.46
C55	48.35	616.00	4°29'48"	S84°24'18"W	48.33
C56	73.57	616.00	6°50'36"	N88°42'57"W	73.53
C57	39.02	566.06	3°56'58"	S89°33'06"W	39.01
C58	34.56	566.06	3°29'54"	N86°44'28"W	34.56
C59	217.40	1399.00	8°54'13"	S89°44'46"E	217.18
C60	9.51	1399.00	0°23'22"	N85°29'21"W	9.51
C61	44.06	1399.00	1°48'17"	N86°35'10"W	44.06
C62	44.01	1399.00	1°48'09"	N88°23'23"W	44.01
C63	44.00	1399.00	1°48'08"	S89°48'29"W	44.00
C64	44.04	1399.00	1°48'13"	S88°00'18"W	44.04
C65	31.77	1399.00	1°18'04"	S86°27'09"W	31.77
C66	139.46	916.00	8°43'23"	N89°50'11"W	139.32
C67	12.34	875.29	0°48'28"	S86°00'10"W	12.34
C68	44.05	875.29	2°53'00"	S87°50'54"W	44.04
C69	44.01	875.29	2°52'50"	N89°16'11"W	44.00
C70	39.08	875.29	2°33'29"	N86°33'02"W	39.07
C71	40.33	790.22	2°55'27"	S83°24'02"E	40.33
C72	57.84	34.00	97°27'44"	N49°07'48"E	51.11

*RECORDED AS N06°32'23"E



Unit Area Table

No.	Sq. Ft.
1	2742
2	2418
3	2418
4	2418
5	2418
6	2420
7	2473
8	2746
9	3697
10	3606
11	3769
12	3990
13	4024
14	3869
15	3738
16	3729
17	3450
18	3558
19	3639
20	3835

Unit Area Table

No.	Sq. Ft.
21	3755
22	3706
23	3527
24	3931
25	3818
26	3539
27	3544
28	3400
29	3470
30	4169
31	3666
32	3790
33	4184
34	3905
35	3837
36	3956
37	4027
38	4038
39	3987
40	3876

Unit Area Table

No.	Sq. Ft.
41	3753
42	3715
43	3881
44	3879
45	3569
46	3654
47	4165
48	4186
49	4048
50	4048
51	4048
52	4048
53	4048
54	4048
55	4048
56	4048
57	4186

ELEVATION NOTE:

ELEVATIONS ARE BASED UPON NAVD88 DATUM. THE TAGGED BURY FLANGE BOLT ON THE HYDRANT AT THE SE CORNER CRINKLE ROOT DRIVE AND SASSAFRAS DRIVE HAS AN ELEVATION OF 909.57', PROVIDED BY THE CITY OF FITCHBURG.

LOWEST OPENING ELEVATION

UNIT No.	Elevation
8	908.50'
9	908.50'
24	904.00'
25	904.00'

Parcel Line Table

Number	Direction	Length
L1	S03°20'48"E	4.00
L2	N87°15'28"E	6.76
L3	N87°15'28"E	6.32
L4	N02°08'15"W	4.00
L5	N04°31'31"E	4.00
L6	S85°04'03"E	6.21
L7	S85°04'03"E	6.84
L8	S05°20'23"W	4.00
L12	N17°36'24"W	14.40

LEGEND

- 1-1/4" SOLID IRON ROD FOUND
- () INDICATES RECORDED AS
- 10'x10' PUBLIC UTILITY EASEMENT
- DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
- DRAINAGE ARROW
- BUILDING ENVELOPE (TYP.)
- UNIT BOUNDARY

SURVEYOR'S CERTIFICATE:

I, Michelle L. Burse, Professional Land Surveyor, No. 2020, hereby certify that in full compliance with the provisions of Chapter 703 of the Wisconsin Statutes, I have surveyed and mapped the following described lands:

LOT 1, CERTIFIED SURVEY MAP NUMBER 13827, AS RECORDED IN VOLUME 91 OF CERTIFIED SURVEY MAPS, ON PAGES 271-273, AS DOCUMENT NUMBER 5104760, DANE COUNTY REGISTRY, LOCATED IN THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 06 NORTH, RANGE 09 EAST, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN.

I further certify that this condominium plat correctly represents the condominium described, that the floorplans are reproduced from plans furnished by the architect, and the location and identification of each unit and the common elements can be determined from the plat.

Dated this ____ day of _____, 202__.

Signed: Michelle L. Burse, P.L.S. No. 2020

PREPARED FOR:
IP HOLDINGS, LLC

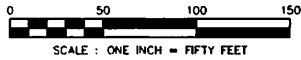
PREPARED BY:

Burse
surveying & engineering
2801 International Lane, Suite 101
Madison, WI 53704 608.250.9263
Fax: 608.250.9266
email: mburse@bsd-inc.net
www.bursesurveyengr.com

SHEET 2 OF 3

Date: November 06, 2024
Plot View: CONDO
\\BSE1691\\CONDO\\dwg\\BSE1691CONDO\\20.dwg

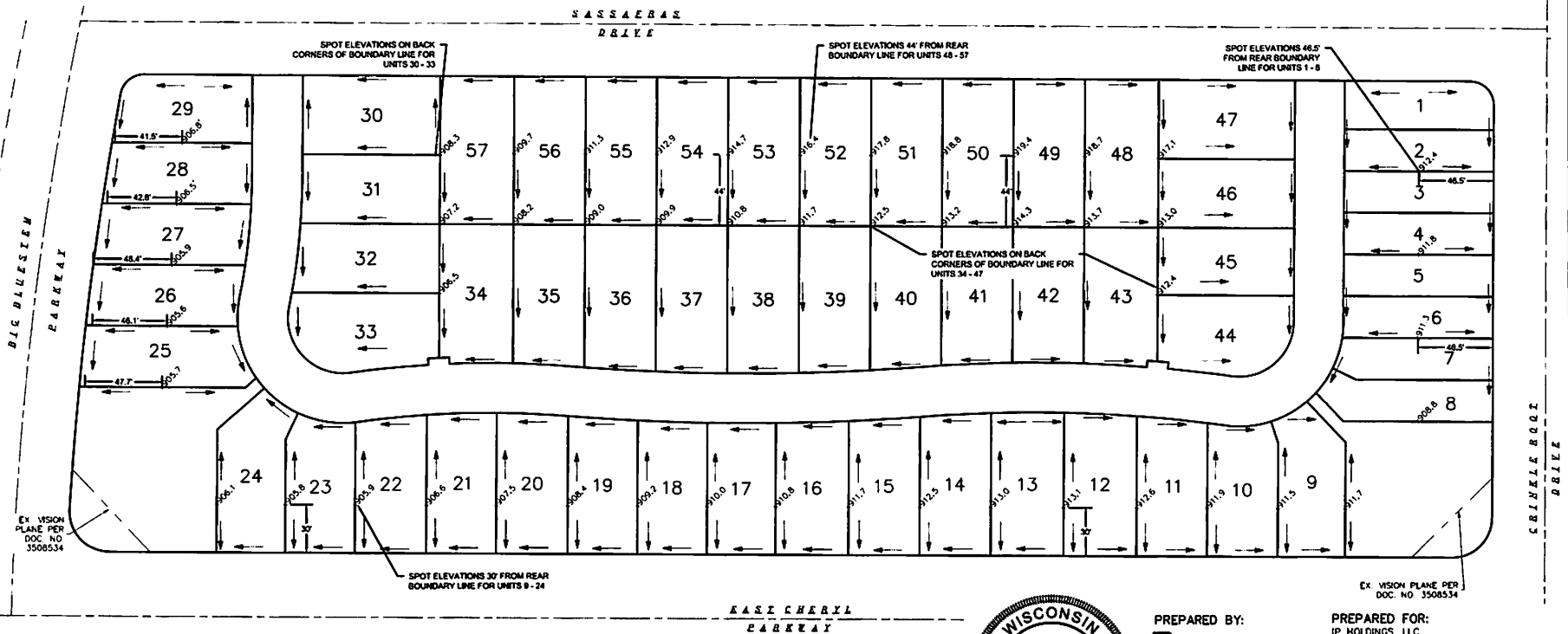
GRID NORTH
BEARINGS ARE BASED UPON THE
WISCONSIN COUNTY COORDINATE
SYSTEM (NAD 83) (FIPS 497)
THE SOUTH LINE OF THE
SOUTHWEST QUARTER BEARS
S89°02'31"E



INSPIRATION AT SWAN CREEK, A CONDOMINIUM PLAT

LOT 1, CERTIFIED SURVEY MAP NUMBER 13827, AS RECORDED IN VOLUME 91 OF CERTIFIED
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QUARTER OF SECTION 11, TOWNSHIP 06 NORTH, RANGE 09 EAST, CITY OF FITCHBURG, DANE
COUNTY, WISCONSIN.

SECOND ADDITION TO SWAN CREEK OF NINE SECTIONS



CHRYSLER DRIVE



PREPARED BY:
Burse
surveying & engineering
2601 International Lane, Suite 101
Madison, WI 53704 608.250.9263
Fax: 608.250.9266
email: mburse@bse-inc.net
www.burse-surveying.com

PREPARED FOR:
IP HOLDINGS, LLC

EX. VISION PLANE PER
DOC. NO. 3508534