



City of Fitchburg  
 Planning/Zoning Department  
 5520 Lacy Road  
 Fitchburg, WI 53711  
 (608-270-4200)

# REZONING APPLICATION

The undersigned owner, or owner's authorized agent, of property herein described hereby petitions to amend the zoning district map of the Fitchburg zoning ordinance by reclassifying from the PDD-SIP district to the PDD-SIP district the following described property:

1. **Location of Property/Street Address:** East Cheryl and Big Bluestem Parkways, Sassafras and Crinkle Root Drives

**Legal Description** - (Metes & Bounds, or Lot No. And Plat):

Lot 1 of CSM 13827

\*\*\*Also submit in electronic format (MS WORD or plain text) by email to: [planning@fitchburgwi.gov](mailto:planning@fitchburgwi.gov)

2. **Proposed Use of Property - Explanation of Request:**

Minor amendment to previously approved PDD-SIP reducing unit count from 60 to 57 units, comprised of 49 detached single-family homes and 8 dwelling units in four (4) two-family duplex buildings. The total unit count for the amended project is 57.

3. **Proposed Development Schedule:** Site improvements are currently under construction with City DPW approval.

\*\*\*Pursuant to Section 22-3(b) of the Fitchburg Zoning Ordinance, all Rezoning shall be consistent with the currently adopted City of Fitchburg Comprehensive Plan.

\*\*\*Attach three (3) copies of a site plan which shows any proposed land divisions, plus vehicular access points and the location and size of all existing and proposed structures and parking areas. Two (2) of the three (3) copies shall be no larger than 11" x 17". Submit one (1) electronic pdf document of the entire submittal to [planning@fitchburgwi.gov](mailto:planning@fitchburgwi.gov). Additional information may be requested.

**Type of Residential Development** (If Applicable): Single-Family and Two-Family Residential Housing.

**Total Dwelling Units Proposed:** 57 **No. Of Parking Stalls:** 114 garages, 114 driveways

**Type of Non-residential Development** (If Applicable): NA

**Proposed Hours of Operation:** NA **No. Of Employees:** NA

**Floor Area:** NA **No. Of Parking Stalls:** NA

**Sewer:** Municipal  Private  **Water:** Municipal  Private

**Current Owner of Property:** IP Holdings, LLC

**Address:** 5210 Siggelkow Road, Madison, WI 53718 **Phone No:** (608) 220-6129

**Contact Person:** Fredric A. DeVillers

**Email:** Fred@Forward-Development.com

**Address:** Same **Phone No:** Same

**Respectfully Submitted By:**  **Phone No:** Same  
 Owner's or Authorized Agent's Signature Print Owner's or Authorized Agent's Name

PLEASE NOTE - Applicants shall be responsible for legal or outside consultant costs incurred by the City. Submissions shall be made at least four (4) weeks prior to desired plan commission meeting.

**For City Use Only:** **Date Received:** \_\_\_\_\_ **Publish:** \_\_\_\_\_ and \_\_\_\_\_

**Ordinance Section No.** \_\_\_\_\_ **Fee Paid:** \_\_\_\_\_

**Permit Request No.** \_\_\_\_\_

~~May 21~~**October 22, 2024**  
**Specific Implementation Plan (SIP) Minor Amendment**  
**Lot 1 of CSM 13827**

**Introduction:**

Lot 1 of CSM 13827 was originally approved for Planned Development – General Implementation Plan (PDD-GIP) zoning in 2002. The Comprehensive Plan and PDD-GIP were amended in August 2013 amending this lot from (HDR) High Density Residential to the current (MDR) Medium Density Residential.

In 2015, an amendment to the GIP was approved as well as a Specific Implementation Plan (SIP). The proposed use of the site has changed since 2015. Instead of amending the nearly 20-year-old GIP, a new GIP was submitted in June 2021. Due to economic factors associated with the COVID-19 pandemic, the GIP and SIP approved in 2021 did not get constructed. This submittal reflects a revised land use program. Associated with the current proposed land use, Resolution R-40-24, Plan Commission Resolution PCR-01-24 and Ordinance 2024-O-03, all dated February 20, 2024, were approved by Common Council on April 9, 2024, thus amending this lot from (MDR) Medium Density Residential back to the previous (HDR) High Density Residential land use to allow for the development of sixty (60) units.

A PDD-GIP project narrative and accompanying documents were submitted on Tuesday, April 23, 2024, for Plan Commission review and recommendation on Tuesday, May 21, 2024, with a scheduled Common Council meeting to consider action on Tuesday, May 28, 2024. This PDD-SIP Ordinance No. 2024-O-20 was approved 7-0 by Plan Commission on June 18, 2024, and 9-0 by Common Council on June 25, 2024. The project's site plan and related materials were marketed to home builders during the period that the various permit applications (water, sanitary sewer, storm water management and erosion control) were being reviewed. Discussions with prospective land condominium units (i.e., the "lots") buyers resulted in the decision to remove one (1) lot from each of three (3) of the blocks within the project's site plan to allow for more flexibility in home design. The revised site plan is included herein and represents 57 lots.

**Project Development Plan**

The site ~~will~~is currently being developed as a land condominium project with two (2) housing types including owner-occupied single family and two-family dwelling structures. The project is designed to provide lower cost housing. As such, market acceptance should be realized, positively influencing home sales absorption. The ~~anticipated schedule for~~ site infrastructure is currently being constructed with followed by lot sales to home builders ~~is to begin in summer 2024~~follow, with house construction completion dependent on market absorption, but anticipated in 2026.

Enclosed is the revised civil engineering plan set including the following:

- 1) Site Location Map
- 2) Existing Conditions Plan
- 3) Site Plan
- 4) Grading Plan
- 5) Utility Plan
- 6) Plan and Profile Plans
- 7) Details

Also enclosed are the following:

- 1) Revised Condominium Plat.
- 2) Revised Utilities Easements Exhibits, both public and private.
- 3) Revised Landscaping plans for the entire project site as well as detailed plans for the landscaping to be installed around the infiltration basins concurrent with the site improvements, individual building types and the plant schedule.

The revised civil engineering plans reflecting site improvements currently under construction have been approved by the City of Fitchburg Department of Public Works. Upon receiving the SIP approval, the completion of the underground utilities, mass grading and ~~the~~ roadway will be constructioned, including the asphaltic binder course being paved will be completed by November 2024, with the finish course completed later following building construction. The site will be stabilized with seed and mulch and detailed landscape plantings will be installed with the construction of each building.

### **Consistency with the Comprehensive Development Plan**

This proposed development remains consistent with the recently-formerly approved HDR land use per the amended Comprehensive Development Plan for this site. It should be noted that although the total unit count has been revised to sixty-fifty-seven (6057), the overall bedroom count between the prior project's site plan of 202 versus the current project's anticipated bedroom count of 180-174 for a reduction of an anticipated 282 bedrooms overall. The currently proposed project plan also includes more affordable housing types (i.e., duplexes) as well as less expensive single-family homes due to the purposefully designed more narrow lot widths. The proposed buildings have an architectural mass that is less than the neighboring apartments to the east, the larger row townhomes to the south as well as the duplexes to the north.

### **Project Analysis**

#### Site Planning Considerations

The building layout has been carefully considered to work with the site's existing topography instead of against the site's natural features. The duplexes have been located along the east side of the property to provide for a transitional architectural massing between the 3-story apartments to the east and the single-family houses within the project site.

The total unit count is 6057, summarized as follows:

Single Family	<u>5249</u>
Duplex	<u>8</u>
Total	<u>6057</u>

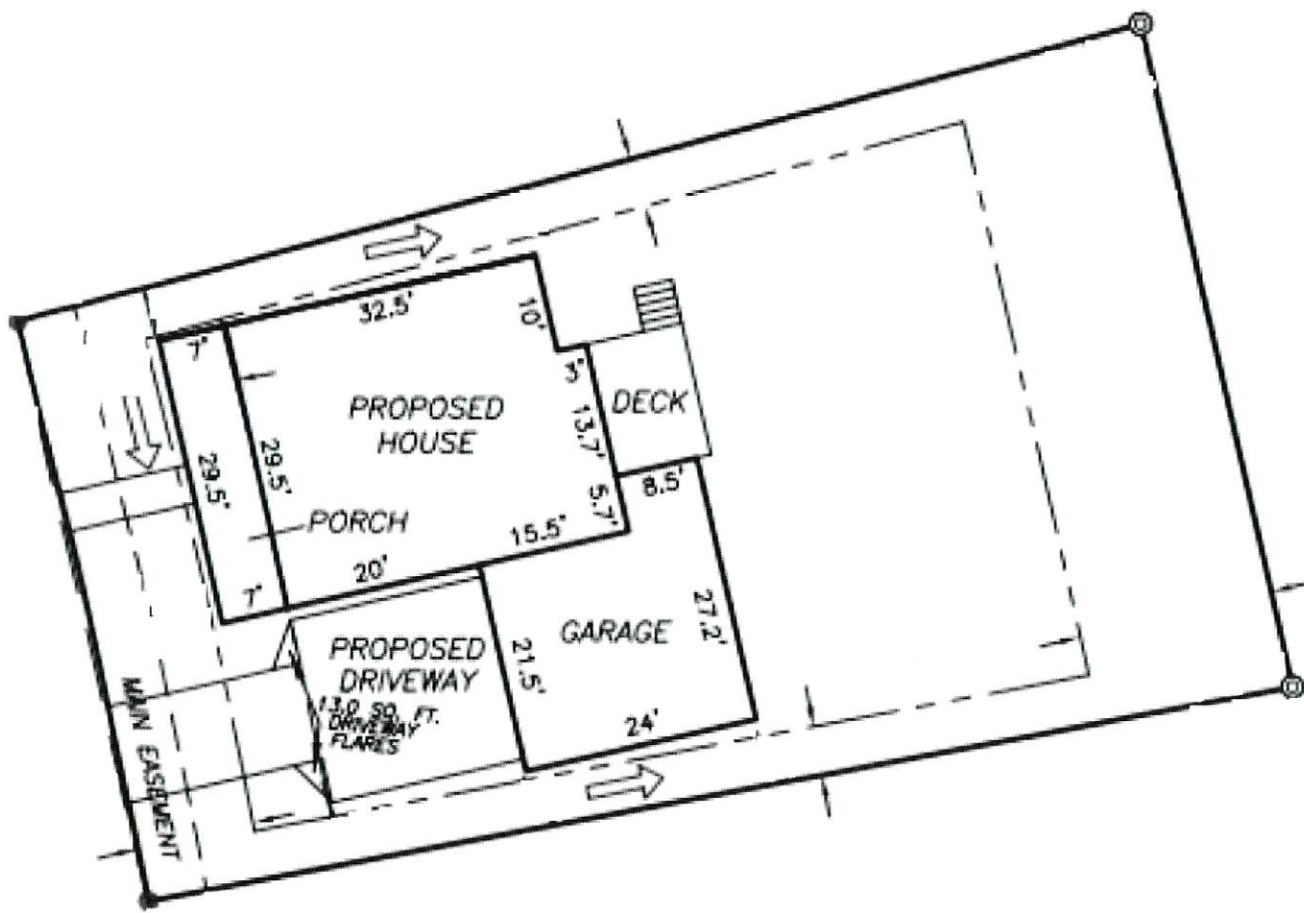
The single-family units are anticipated to be 3-bedroom, 2 ½ bathroom, 2-car garage units with the typical common areas (i.e., kitchen, storage, closets, living, laundry, etc.). The duplex units are also anticipated to be the typical 3-bedroom, 2 ½ bathroom, 2-car garage units with the requisite common areas.

The internal private drive has been designed with a vertical profile that reflects the natural grades of the site, as well as geometrics allowing the safe travel of pedestrians and vehicles to access all the buildings. The design of the meandering internal private drive allows the open space within the interior of the site, thus resulting in a more favorable site design, creating a much more aesthetically appealing community.

The applicant does not intend on developing the single family or two-family dwelling structures but will be selling the land units to residential builders. The design intent for the dwelling units is to be comparable to and complement the surrounding buildings as well as the existing housing within the subdivision. As

such, building materials (brick or stone masonry, vinyl siding, architectural asphalt shingles, white trim, and fascia, etc.) and colors shall be similar and complementary. Acceptable architectural styles shall be Craftsman, Prairie, Colonial or similar.

All building faces of the dwelling structures adjacent to the public streets are parallel to the property line which is parallel to the public streets. The garages of the dwelling structures adjacent to Crinkle Root Drive, E. Cheryl Parkway and Big Bluestem Parkway all face the private roadway within the interior of the project site. Conversations with prospective home builders have included inquiries regarding the driveway layouts, curb cuts, and garage and house orientation on the lots along Sassafra (lots 48 to 57), specifically if the individual house site design program must include the shared driveway entrances exhibited on the site plan or if separate driveways could be programmed, as well as if there are any constraints on the orientation of the garages, specifically the overhead garage door orientation. Conversation and correspondence with city staff have indicated that separate driveway entrances can be programmed provided that any terrace trees that are coincident with the proposed driveway are either transplanted or replaced in kind unless the city's forestry department dictates a replacement species. Additionally, regarding orientation of the overhead garage door, if facing Sassafra Drive, the garage shall be designed such that the overhead garage door is a minimum of 20' behind the front façade of the house structure. The accompanying driveway will be required to be reduced in width to 10' at the common property / ROW line. Below is an example house site plan depicting these requirements for a forward-facing garage option associated with lots 48 to 57.



Protective covenants are drafted to provide guidance for the design of the dwelling units such that they complement the surrounding architecture and will include horizontal profile siding, masonry accents at the foundation on the public street elevations, architectural shingles, and various siding trim boards to separate dissimilar siding patterns.

#### Neighborhood Context

Adjacent land uses include:

Duplexes to the north

Townhomes to the south

Multi-family to the east

#### Natural and man-made features

The project area has no natural or man-made features. Prior to the Swan Creek development being constructed, the area was a farm field. The block was seeded with lawn type vegetation with the original development. Since then, fast-growing low-quality, invasive species trees and undergrowth had ~~ve~~ established on the site. However, they ~~have recently been were~~ removed to prepare the site for ~~topographic studies to aid in the mass grading design~~ the site improvements.

#### Vehicle, Pedestrian and Bike Circulation

The project site is surrounded by public streets, sidewalks and neighborhood pedestrian and bike trails. Within the site, each building will have private sidewalk connections to the public sidewalks.

#### Parking and Building Occupancies

On-site parking will consist of ~~11420~~ covered garage stalls and ~~11420~~ surface stalls within the driveways associated with each housing unit. On-site parking demand was evaluated based on the anticipated needs of the residents of the single-family and duplexes units as well as their anticipated guests.

#### Landscaping

Landscaping plans for the entire project site as well as detailed plans for the landscaping to be installed around the infiltration basins concurrent with the site improvements, building types and configurations and the plant schedule are included in this submittal. The landscaping was designed to meet all City of Fitchburg requirements and includes various species of canopy shade, ornamental, and evergreen trees, as well as deciduous shrubs, all Wisconsin native species.

#### Site Lighting

All the buildings ~~will are anticipated to~~ be designed to include the typical coach light fixtures on either side of the overhead garage door, as well as the front entries. Site lighting will include Madison Gas and Electric provided traditional style full cut off / dark sky compliant streetlights spaced to reflect the ~~proposed~~ 20-foot pole height. ~~All exterior lighting shall be dark sky or full cut off compliant.~~

#### **Specific Implementation Plan**

We request the approval of this amended Planned Development District to reflect the unique site vehicular and pedestrian circulation, aesthetically designed landscaping, parking, types, size, uses, and location of the various housing structures, utility plan, grading plan, use of open spaces, and other land use features as described in the attached supporting documents. The site plan represents a maximum dwelling unit

count of ~~60~~57 units, as revised from the 60 units previously approved. Site development statistics are enclosed; see Table 1-A.

PDD-SIP Development Parameters:

- Front Building Setback: 10 feet from site perimeter property line adjacent to surrounding public streets.
- Maximum Project Site ISR: 54%; impervious surface area as designed is: 45.7%.
- Minimum Project Site Open Space: 30%; pervious open space as designed is 54.3%.

**Zoning Requirements and Building Architecture**

Protective covenants will-have-been drafted to accompany the Declaration of Condominium to provide guidelines for the site planning and the architectural design for each of the single-family and duplex buildings. The protective covenants drafted for the Inspiration at Swan Creek housing units will reflect the protective covenants recorded for the single-family residential lots within the Swan Creek neighborhood to maintain a consistent and complimentary architectural theme. Examples of representative exterior elevations of the front of the single-family residential homes fronting the surrounding public streets are exhibited herein. Land uses allowed on the land condominium units (i.e., the “lots”) will be limited to single-family and two-family dwelling unit structures as depicted in Exhibit A, Development Programming Site Plan. Front and rear building set back lines are exhibited on the final Condominium Plat. Side yard building set back distances will be dictated by SPS 321.08 Fire separation and dwelling unit separation with a minimum of three (3) feet from the land condominium property lines, also exhibited on the Condominium Plat. Each pair of duplex units within a duplex building will be considered a zero-property line scenario.

Standards of the PDD-SIP Ordinance will be detailed in a drafted and recorded Declaration of Protective Covenants for the Inspiration at Swan Creek development and shall include but are not limited to the following:

1. Total Units: ~~60~~57 residential units.
2. Permitted Uses: Single-family and duplex residential structures.
  - a. Ancillary uses shall include the following:

Limited vocational activities, incidental to the residential occupancy of a residence. Signage for such uses is not allowed. If it cannot be determined that the use is incidental to the residential use of the property by staff, it will be required to obtain Conditional Use by Plan Commission or cease operation.

Accessory occupancies, special standards, and lot and / or structure improvements that are allowed are as follows:

1. Landscape lighting shall be dark sky or full cut off compliant.
2. Driveways cannot encroach in the side setback.
3. Parking spaces that are in locations other than in a driveway cannot be directly in front of a dwelling structure on the front side of the land condominium unit lot, or between the side of the house and the street on a corner land condominium unit lot, or in the front setback except in the driveway. A driveway is an actively used private way and shall not be more than two lanes in width in any part of the lot except for the direct path from the garage or primary parking space to the street. Parking spaces shall not be closer than two feet from the side or rear land condominium lot lines.

4. Patios and decks at ground level or at a floor level shall be no more than four feet above ground level at any point under the deck and may not intrude into setback areas. Decks at greater height are considered part of the structure and may not intrude into setback areas. For detached gazebos or screened enclosures, maximum lot coverage rules apply. There shall be a ten-foot minimum separation measured in from any -side <sup>2</sup>or rear land condominium unit lot line to the edge or side of the facility.
5. Balconies and bay windows shall not encroach within the side yard setbacks.
6. Air conditioning equipment, heat pumps, roof mounted antenna and TV dishes. Height limits for the district apply. Such equipment shall not be located forward of the front faces of the principal structure and shall
7. Solar energy systems are permitted in conformance with City of Fitchburg Code of Ordinances.
8. Dogs and cats.
9. Domesticated animals, other than dogs and cats, with a maximum weight of less than 10 pounds. Animals residing within the project shall be limited to indoor, domesticated pets or those animals that reside within an indoor cage or tank (ex.: birds or fish).

Accessory occupancies, special standards, and lot and / or structure improvements that are not allowed are as follows:

1. Detached garages, carports, and storage buildings are not allowed.
2. Storage buildings, sheds, enclosures, pet houses, kennels, runs, etc. are not allowed.
3. Solid surface sports and play areas and swimming pools are not allowed.
4. Fences are not allowed.
5. Earth station dish antennas are not allowed.
6. No animal husbandry is allowed. Per City of Fitchburg Code of Ordinances, Chapter 22-651, animal husbandry means all operations primarily oriented to the on-site raising and/or use of animals, at an intensity of less than one animal unit per acre. It does not include domestic animals that are raised or live in or about habitation of humans and are dependent on people for food or shelter.

Dimensional standards are as follows:

1. Minimum land condominium unit (i.e., the “lot”) area per dwelling unit: 2,000 square feet.
2. Minimum land condominium unit (i.e., the “lot”) width: 25 feet.
3. Minimum front setback (land condominium units 1 – ~~3029~~, ~~51-48~~ – ~~6057~~, facing public streets; Sassafra, Crinkle Root, E. Cheryl, Big Bluestem): 10 feet, including an open-air front porch with only railings and support posts. Stairs or stoops without foundations may protrude to within 10 feet of the front lot line.
4. Minimum front setback, (land condominium units ~~301~~ – ~~5047~~, facing private road (Inspiration Way): 17 feet.
5. Minimum side setback, single family residential structures: Per SPS 321.08 Fire separation and dwelling unit separation with a minimum of 3 feet from the land condominium unit (i.e., the “lot”) side property lines.
6. Minimum side setback, two-family residential structures: zero property line within building; 3 feet minimum from outside façade of building to land condominium unit (i.e., the “lot”) property line.

7. Minimum street side setback (corner land condominium units (i.e., the “lots”) 1, ~~3029~~, ~~304~~, ~~5047~~): 10 feet.
8. Minimum rear setback, facing private road, land condominium units (i.e., the “lots”) 1 - ~~3029~~: 17 feet.
9. Minimum rear setback, land condominium units (i.e., the “lots”) ~~304~~ – ~~5047~~: 105 feet.
10. Minimum rear setback, land condominium units (i.e., the “lots”) ~~5148~~ – ~~6057~~: ~~20~~ 15 feet.
11. Maximum height of structures: two (2) stories and 35 feet.
12. Maximum land condominium unit (i.e., the “lot”) area coverage and buildings: 65 percent.

Architectural standards are as follows:

1. Facades directly located adjacent to the public roadway shall be parallel to the roadway with a 60% minimum frontage buildout applied to the first floor of the home. Frontage buildout is defined by the width of the structure as the numerator and the land condominium unit (i.e., the “lot”) width as the denominator. This may be reduced to 50% for land condominium units (i.e., the “lots”) ~~5148-6057~~.
2. There shall be masonry (natural or fabricated brick or stone) or durable materials (i.e., fiber cement-based siding) materials designed into the front façade facing the public roadways. The minimum coverage shall be the basement concrete foundation walls below the first-floor elevation. No concrete foundation walls shall be exposed.
3. No paving is allowed within the front setback adjacent to all public roadways except the concrete sidewalk extending from the existing public sidewalk to the house entrance.

Project site design standards are as follows:

1. Maximum Impervious Surface ratio (ISR): 54%
2. Minimum Open Space (pervious surface): 30%
3. Vehicle parking ratio: 4 stalls per unit (2 covered with garage, 2 uncovered in driveway).

## **Infrastructure**

### Site Plan

The site plan included within exhibits the alignment of Inspiration Way, the private drive that serves all the driveways for dwelling units on home sites 1-~~5047~~. ~~The Various examples of~~ building footprints for single-family residential structures and as well as a two-family dwelling structures are included.

### Grading Plan

Generally, the existing western two-thirds of the site slopes to the southwest while the eastern one third of the site slopes to the southeast. The proposed grading generally follows the existing slope direction. The grading plan is attached.

### Utility Plan

The water main for the site is proposed to be public. The water main will be extended from the existing water main within Sassafra Drive near the west end of the site, extending along the internal roadway and

then reconnecting to the water main within Sassafras near the east end of the project site. The sanitary sewer is proposed to be public and will connect to the existing sanitary sewer main within Sassafras Drive. The utility plan is attached.

### Stormwater Management

Peak rate control and sediment control are provided by the Swan Creek regional stormwater management facilities. Infiltration will be provided on site, located in two (2) basins, one in the southeast corner of the site and the other in the southwest corner of the site.

### Signage

Signage, including a subdivision monument sign, is not included in this amended PDD-SIP.

### Property Owners Association Structure

The site will be organized as a horizontal land condominium structure with ~~sixt~~fifty (~~60~~57) units and three (3) common elements representing the areas for the roadway and utilities, as well as the infiltration basins. The duplex units' owners and the single-family units' owners will be members of the Homeowners Association organized to manage the ongoing maintenance of the site. There will be a Declaration of Condominium document that discusses the operation of the Homeowners Association and the maintenance of the site improvements.

### Project Management and Phasing

The site will be developed as a land condominium with a Homeowners Association organized to maintain the site's common infrastructure. Since the housing product is being developed on narrower land condominium units (i.e., the "lots"), and will be single-family and two-family dwelling structures, the sales prices are anticipated to be lower than the typical wide lot, front loaded single-family home. As such, the project is designed to provide lower cost housing for those that desire to live and pursue their professional endeavors in the City of Fitchburg. As such, market acceptance should be realized, positively influencing the absorption of the units. The ~~anticipated schedule for~~ site infrastructure improvements are currently being constructed, followed by lot sales to prospective home builders with house building construction is anticipated to begin ~~in summer 2024~~thereafter, with completion of all the houses dependent on market absorption, but an anticipated final phase to be completed in 2026.

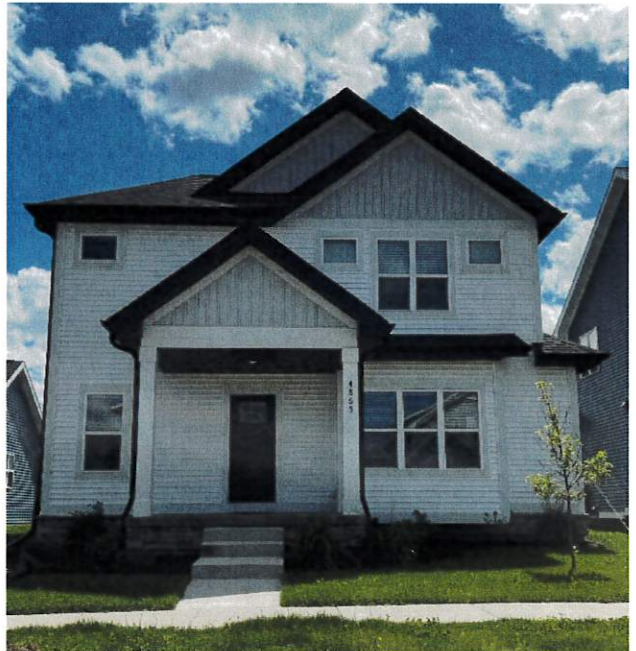
### Neighborhood Outreach

A neighborhood meeting ~~was had been previously~~ coordinated with the Swan Creek Homeowners Association Board for Thursday, January 18, 2024. The meeting had approximately three dozen participants. Numerous participants asked questions but many of them were not associated with the actual project being proposed. City Planner and Zoning Administrator Deanna Schmidt, as well as Alder Jay Allen were in attendance and provided guidance on several of the attendees' inquiries. Much of the discussion during the neighborhood meeting was not relevant to the project since it did not reflect the land use or site planning. There was a comment about traffic on Sassafras and the existing invasive species of trees that were directly associated with the project. A traffic analysis ~~h~~was ~~been~~ performed, confirming that there will be no traffic volume issues. The rest of the discussion included an inquiry about a community pool, a grocery store, as well as discussion about the Veridian Uptown Crossing houses, apartments which are not being proposed, and home values.

**Building Architecture**

Examples of exterior single family residential building street fronting elevations taken from Fitchburg subdivisions recently completed as well as existing houses within the Swan Creek neighborhood:











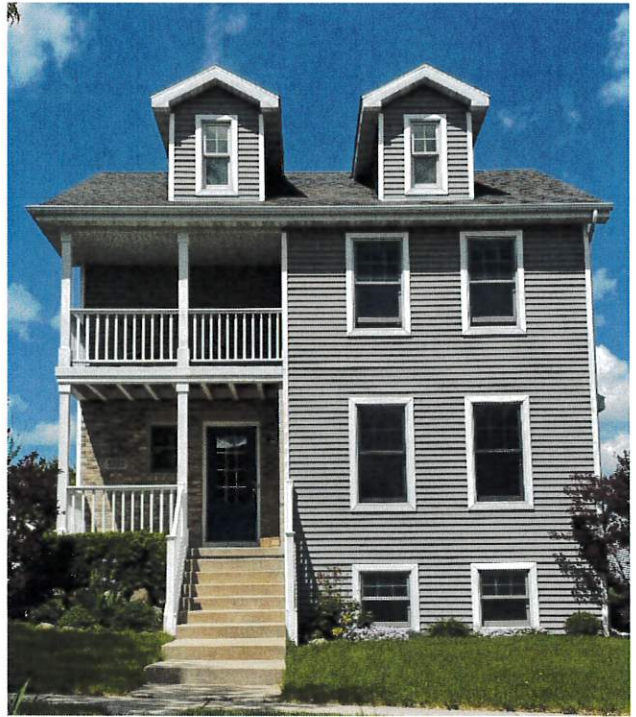


Table 1-A  
Site Development Statistics

PDD-GIP	Lot Area (S.F.)	Buildings			Bedrooms			Parking			Stalls Per Unit	Imp. Surf. Area (S.F.)	ISR	FAR	DU / AC
		# of Buildings	# of Stories	Total # of Units	Per Unit (b)	Units Per Bldg	Total	Enclosed	Surface	Total					
Lot 1 of CSM 13827															
Single Family Homes		6057	2	6057	3	1	17480	11420	11420	22840	4				
Total	257,241 (5.91 AC)	6057	2 (a)	6057	17480	1	17480	11420	11420	22840	4.00	1117,619,494	435.47%	NA	40.29.65

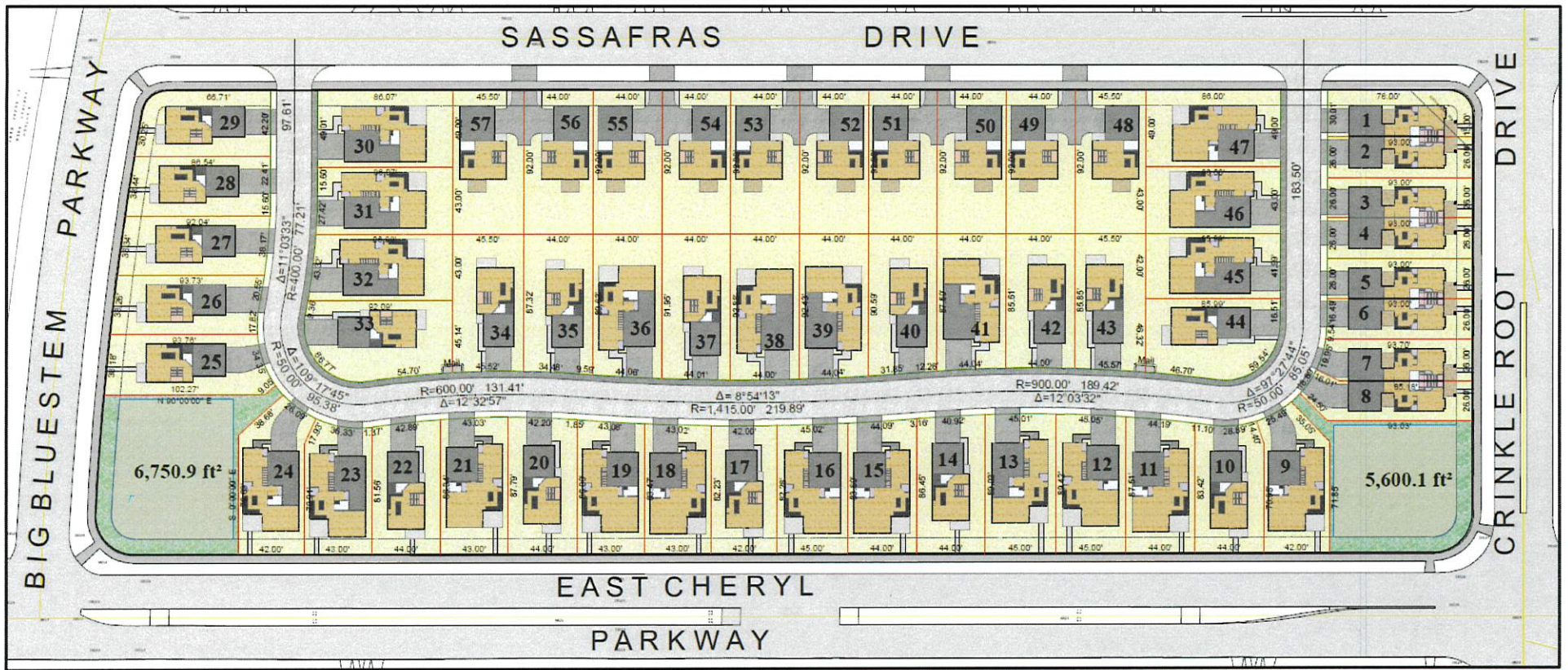
(a) The single-family residential buildings are anticipated to be 2 stories.

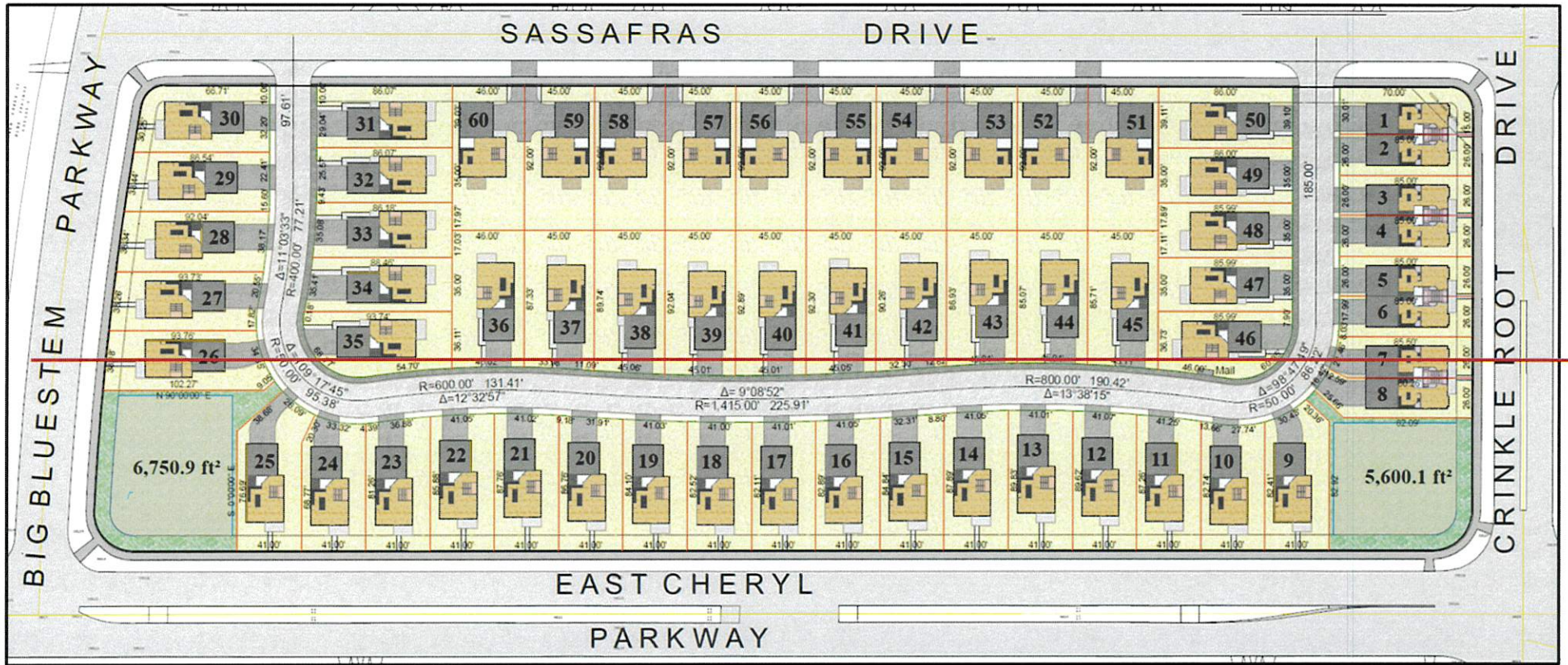
(b) Bedrooms per Unit is based on anticipated 3-bedroom homes being developed by home builders.

Exhibit A

Development Programming Site Plan

The site plan exhibited below has been ~~updated since~~revised from the version ~~previously approved by Common Council on June 25, 2024, to reflect the site improvements currently being constructed for 57 units.~~ submitted with the Comprehensive Development Plan Minor Amendment on January 22, 2024. The home sites along SassafRAS Drive (51 to 60) have revised driveway layouts representing less asphalt pavement reducing the impervious surface and construction cost, providing lower cost to the homeowner. The proposed orientation of the homes has resulted in deeper rear yards creating a larger greenspace.





# 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 \_\_\_\_\_

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Register of Deeds

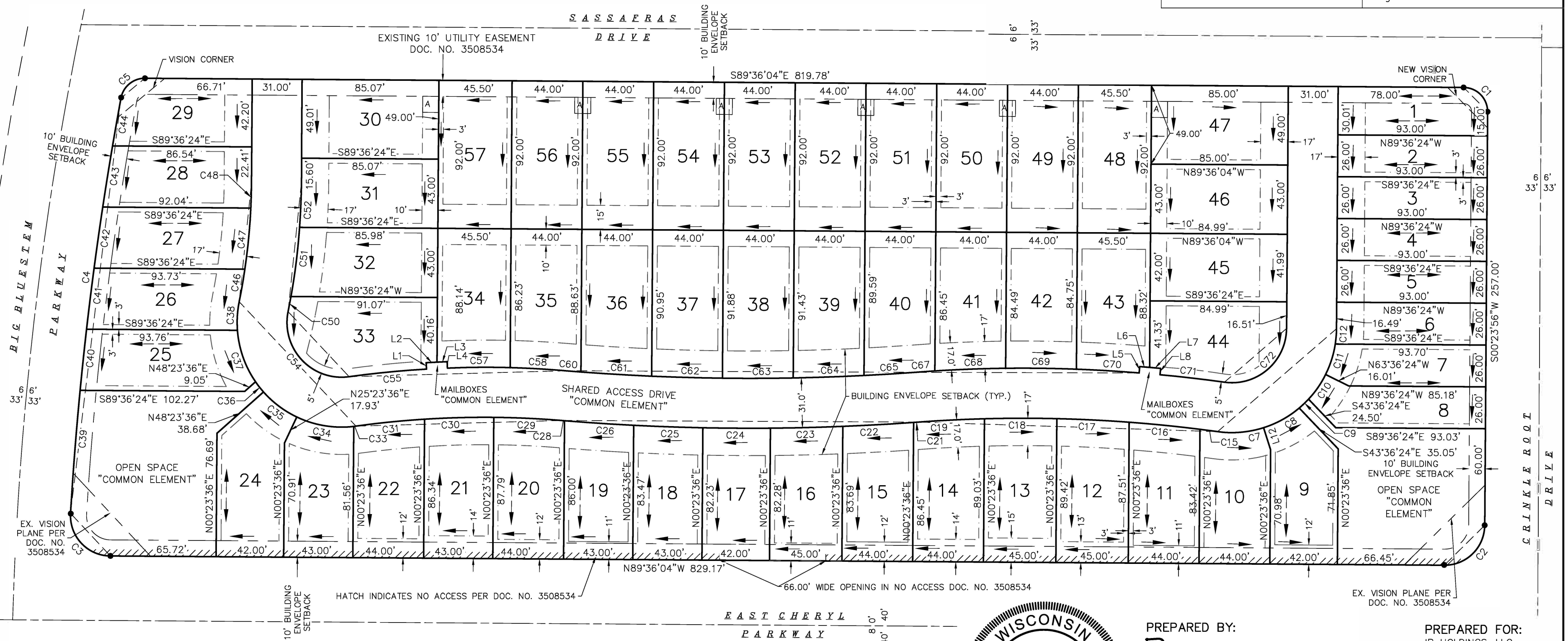
GRID NORTH

BEARINGS ARE BASED UPON THE WISCONSIN COUNTY COORDINATE SYSTEM (DANE ZONE 83 1997) THE SOUTH LINE OF THE SOUTHWEST QUARTER BEARS S88°02'52"E



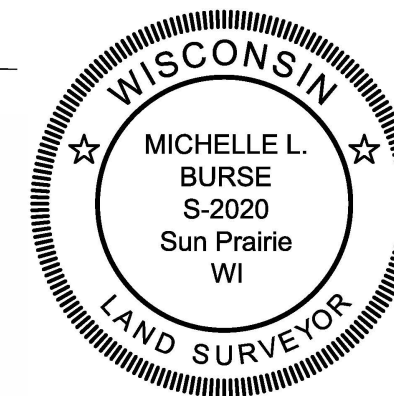
SCALE : ONE INCH = FIFTY FEET

1 2 6 | 0 L 2 7 | 1 2 5 | 1 2 4 | 1 2 3 | 1 2 2 | 1 2 1



**NOTES:**

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



PREPARED BY:  
**Burse**  
surveying & engineering inc.

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Fax: 608.250.9266  
email: mburse@bse-inc.net  
www.bursesurveyengr.com

PREPARED FOR:  
IP HOLDINGS, LLC

SHEET 1 OF 2  
Date: October 22, 2024  
Plot View: CONDO

# INSPIRATION AT SWAN CREEK, A CONDOMINIUM PLAT

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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	7°03'22"	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°43'25"	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°32'06"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

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

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

### 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.

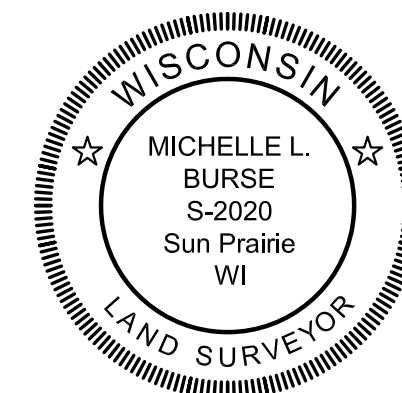
### LOWEST OPENING ELEVATION

Unit No:	Elevation
8	908.50
9	908.50
24	904.00
25	904.00

Condo Unit #	Minimum Basement Floor Elevation	Condo Unit #	Minimum Basement Floor Elevation
1	902.33	30	897.79
2	902.33	31	897.99
3	901.90	32	898.14
4	901.90	33	898.34
5	902.19	34	899.05
6	902.19	35	899.30
7	901.52	36	899.55
8	901.52	37	899.65
9	901.45	38	900.18
10	901.05	39	900.10
11	900.90	40	900.25
12	900.75	41	900.45
13	900.60	42	900.65
14	900.40	43	900.80
15	900.15	44	901.02
16	900.00	45	901.67
17	899.75	46	901.82
18	899.60	47	902.20
19	899.50	48	907.82
20	892.77	49	907.82
21	899.05	50	910.78
22	898.90	51	908.76
23	898.80	52	906.36
24	898.77	53	906.36
25	898.48	54	903.25
26	898.37	55	903.25
27	898.13	56	901.60
28	897.95	57	899.92
29	897.83		

**LEGEND**

- 1-1/4" SOLID IRON ROD FOUND
- ( ) INDICATES RECORDED AS
- A 10'x10' PUBLIC UTILITY EASEMENT CENTERED ON LOT LINE
- DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
- 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 <sup>LLC</sup>

2801 International Lane, Suite 101  
Madison, WI 53704 608.250.9263

Fax: 608.250.9266

email: mburse@bse-inc.net

www.bursesurveyengr.com

Date: October 22, 2024  
Plot View: CONDO

**Planned Development District Granting  
Specific Implementation Plan Zoning for  
Inspiration Development on Lot 1 of  
CSM 13827 in Section 11, T6N, R9E, City  
of Fitchburg, Dane County, Wisconsin**

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
5978282  
08/05/2024 02:10 PM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 7

Return to: Fitchburg City Clerk  
5520 Lacy Road  
Fitchburg, WI 53711

Parcel No's: 060911301172

**Legal Description:**

Lot 1, Certified Survey Map #13827, as recorded in Volume 91 of Certified Survey Maps, on Pages 271-273, as Document #5104760, Dane County Registry, Located in the Northwest ¼ and the Northeast ¼ of the Southwest Quarter of Section 11, Township 06 North, Range 09 East, City of Fitchburg, Dane County, Wisconsin.

Mayor Arata-Fratta  
Introduced by

Planning  
Prepared by

Plan Commission  
Referred to

June 18, 2024  
Date

**ORDINANCE NO. 2024-O-20  
ZONING ORDINANCE AMENDMENT  
GRANTING SPECIFIC IMPLEMENTATION PLAN ZONING  
FOR THE INSPIRATION DEVELOPMENT**

**Planned Development District Granting  
Specific Implementation Plan Zoning for  
Inspiration Development on Lot 1 of  
CSM 13827 in Section 11, T6N, R9E, City  
of Fitchburg, Dane County, Wisconsin**

Return to: Fitchburg City Clerk  
5520 Lacy Road  
Fitchburg, WI 53711

**Legal Description:**

Lot 1, Certified Survey Map #13827, as recorded in Volume 91 of Certified Survey Maps, on Pages 271-273, as Document #5104760, Dane County Registry, Located in the Northwest ¼ and the Northeast ¼ of the Southwest Quarter of Section 11, Township 06 North, Range 09 East, City of Fitchburg, Dane County, Wisconsin.

Parcel No's: 060911301172

Mayor Arata-Fratta  
Introduced by

Planning  
Prepared by

Plan Commission  
Referred to

June 18, 2024  
Date

**ORDINANCE NO. 2024-O-20  
ZONING ORDINANCE AMENDMENT  
GRANTING SPECIFIC IMPLEMENTATION PLAN ZONING  
FOR THE INSPIRATION DEVELOPMENT**

WHEREAS, pursuant to Fitchburg Ordinance No. 87-0-06, Section 16, Zoning District Maps were adopted within the corporate limits of the City of Fitchburg until expressly altered by the City Council, and

WHEREAS, Fred DeVillers, Agent for IP Holdings LLC, has submitted an application (RZ-2553-24) to rezone properties from PDD-GIP (Planned Development District – General Implementation Plan) to PDD-SIP (Planned Development District - Specific Implementation Plan) zoning to allow for a residential development more fully described in the legal description above, and

WHEREAS, the Plan Commission has reviewed, after public hearing of June 18, 2024, the application in accord with ordinance standards and recommends approval of RZ-2553-24,

NOW THEREFORE the City Council of the City of Fitchburg, Dane County, Wisconsin does ordain as follows:

- (A) PDD-SIP zoning is hereby granted for the properties more fully described in the legal description above, in accord with submitted plans and information, which accompanied the rezoning application submitted on May 21, 2024, with revised materials submitted on June 12, 2024. The documents referred to above are hereby made a part of this ordinance, and with the following additional requirements:
1. No other permit or approval is waived or deemed satisfied except for the approval provided herein.
  2. All outstanding fees and assessments shall be paid prior to building permits.
  3. Staff to amount of park impact fees remaining to be paid, if any.
  4. Standards of the PDD-SIP Ordinance are specified in greater detail in the Inspiration Specific Implementation Plan and shall include:
    - a. Total Units: 60 residential units
    - b. Permitted Uses: Single-family and duplex residential structures
      - i. Ancillary uses shall include the following:
        1. Limited vocational activities, incidental to the residential occupancy of a residence. Signage for such uses is not allowed. If it cannot be determined that the use is incidental to the residential use of the property by staff, it will be required to obtain Conditional Use by Plan Commission or cease operation.
    - c. Dimensional standards are as follows:
      - i. Minimum land condominium unit (i.e., the "lot") area per dwelling unit: 2,000 square feet.
      - ii. Minimum land condominium unit (i.e., the "lot") width: 25 feet.
      - iii. Minimum front setback (land condominium units 1 – 30, 51 – 60, facing public streets; Sassafras, Crinkle Root, E. Cheryl, Big Bluestem): 10 feet, including an open-air front porch with only railings and support posts. Stairs or stoops without foundations may protrude to within 10 feet of the front lot line.
      - iv. Minimum front setback, (land condominium units 31 – 50, facing private road (Inspiration Way): 17 feet.
      - v. Minimum side setback, single family residential structures: Per SPS 321.08 Fire separation and dwelling unit separation with a minimum of 3 feet from the land condominium unit (i.e., the "lot") side property lines.
      - vi. Minimum side setback, two-family residential structures: zero property line within building; 3 feet minimum from outside façade of building to land condominium unit (i.e., the "lot") property line.
      - vii. Minimum street side setback (corner land condominium units (i.e., the "lots") 1, 30, 31, 50): 10 feet.
      - viii. Minimum rear setback, facing private road, land condominium units (i.e., the "lots") 1 - 30: 17 feet.

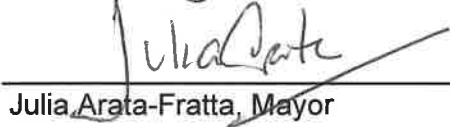
- ix. Minimum rear setback, land condominium units (i.e., the "lots") 31 – 50: 10 feet.
  - x. Minimum rear setback, land condominium units (i.e., the "lots") 51 – 60: 15 feet.
  - xi. Maximum height of structures: two (2) stories and 35 feet.
  - xii. Maximum land condominium unit (i.e., the "lot") area coverage and buildings: 65 percent.
- d. Architectural standards are as follows:
    - i. Facades directly located adjacent to the public roadway shall be parallel to the roadway with a 60% minimum frontage buildout applied to the first floor of the home. Frontage buildout is defined by the width of the structure as the numerator and the land condominium unit (i.e., the "lot") width as the denominator. This may be reduced to 50% for land condominium units (i.e., the "lots") 51-60.
    - ii. There shall be masonry (natural or fabricated brick or stone), durable materials (i.e., fiber cement-based siding) materials designed into the front façade facing the public roadways. The minimum coverage shall be the basement concrete foundation walls below the first-floor elevation. No concrete foundation walls shall be exposed.
    - iii. No paving is allowed within the front setback adjacent to a public road except the sidewalk extending from the existing public sidewalk to the house entrance.
  - e. Project site design standards are as follows:
    - i. Maximum Impervious Surface ratio (ISR): 54%
    - ii. Minimum Open Space (pervious surface): 30%
    - iii. Vehicle parking ratio: 4 stalls per unit (2 covered with garage, 2 uncovered in driveway)
5. Upon approval by Plan Commission and Council, the applicant shall provide the original signed and notarized PDD-SIP document to the city within 30 days of the date of Council adoption for recordation.
  6. Minor clarifying revisions regarding the final PDD-SIP document shall be approved by the Zoning Administrator.
  7. A final landscaping plan shall be approved by the Zoning Administrator prior to issuance of permits.
  8. A Subdivision Improvement Agreement is required. The existing agreement shall be amended.
  9. The developer's engineer shall work with Public Works on the design of the public water main and sanitary sewer to service the proposed development.
  10. Public water main and sanitary sewer shall be extended to service this development. All unused water and sanitary stubs/services shall be abandoned at the municipal mains.
  11. 20' public water and sanitary easements acceptable to the Director of Public Works, centered over each utility shall be recorded.
  12. Water impact fees shall be paid for each lot at the time of building permit issuance.
  13. A Centralized Mode of Delivery, or multiple locations, for mail shall be placed in a location as designated US Post Office and approved by Public Works.
  14. A new Erosion Control & Stormwater Management permit is required.
  15. A stormwater maintenance agreement (recorded with at the Dane County Register of Deeds) is required.
  16. Project monument signage is not proposed and approved under this PDD-SIP. Street signage shall conform to Chapter 26 of the Fitchburg Code of Ordinances.
  17. All site lighting shall be full cut-off or dark sky compliant.
  18. Applicant's responsibility to comply with all Fire Department requirements.
  19. Applicant's responsibility to satisfy all Public Works requirements prior to issuance of permits.

(B) This ordinance shall take effect following its publication, the consent of the property owner, or the recording of a plat, whichever occurs last. However, in accord with section 22-596 of the zoning code, owners shall consent within 30 days of approval for the PDD-SIP zoning to be in effect.

(C) Applicant shall pay cost of ordinance publication to avoid a two Council meeting approval process.

The above and foregoing ordinance was duly adopted by the City Council of the City of Fitchburg, at a regular meeting held on the 25<sup>th</sup> day of June 2024.

  
Tracy Oldenburg, City Clerk

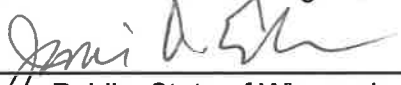
  
Julia Arata-Fratta, Mayor

Approved: June 25, 2024

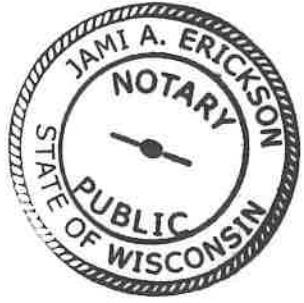
Published: July 2, 2024

STATE OF WISCONSIN)ss.  
COUNTY OF DANE

Personally, came before me this 29 day of July, 2024, the above named Tracy Oldenburg, and Julia Arata-Fratta to me known to be the City Clerk and Mayor (respectively) of the City of Fitchburg, and the persons who executed the foregoing instrument and acknowledged the same.

  
Notary Public, State of Wisconsin

Printed Name of Notary Public Jami A. Erickson  
My Commission Expires: 5/28/2028



**Consent of the Property Owner**

Name: IP Holdings, LLC

Date: Friday, June 28, 2024

Authorized Agent:

Name: Fredric A. DeVillers

Title: Manager

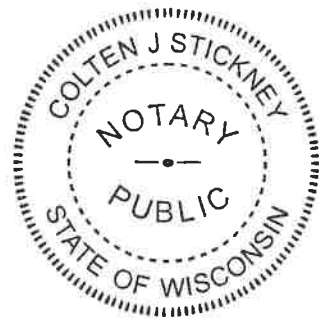
Signed: 

STATE OF WISCONSIN)ss.  
COUNTY OF DANE

Personally, came before me this 28 day of June, 2024, the above named Fredric DeVillers to me known to be Manager, of IP Holding, LLC and the person who executed the foregoing instrument and acknowledged the same.

  
Notary Public, State of Wisconsin

Printed Name of Notary Public Colten J. Stickney  
My Commission Expires: 09/07/2027



**Consent of Mortgage Holder:**

*[Signature]*  
Mortgage Holder

Date: 7/2/24

STATE OF WISCONSIN)ss.  
COUNTY OF DANE

Personally, came before me this \_\_\_\_ day of \_\_\_\_\_, 2024, the above named

\_\_\_\_\_ to me known to be the \_\_\_\_\_

of \_\_\_\_\_ and the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin

See Attached Certificate

Printed Name of Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Drafted By: City of Fitchburg

*SEE NOTARY NEXT PAGE*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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.

State of California )

County of Los Angeles )

On July 2nd, 2024 before me, David S. Andrade, Notary  
Date Here Insert Name and Title of the Officer

personally appeared James Truman Stephenson  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: District Grants

Document Date: 07/02/2024 Number of Pages: 06

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**DECLARATION OF PROTECTIVE COVENANTS  
FOR UNITS 1 THROUGH 57, INCLUSIVE,  
INSPIRATION AT SWAN CREEK, A  
CONDOMINIUM**

This Document was drafted by and  
should be returned to:

Gregory C. Collins, Esq.  
Axley Brynerson, LLP  
2 East Mifflin Street, Suite 200  
Post Office Box 1767  
Madison, WI 53701-1767

See Exhibit A attached

Tax Parcel Identification Number

**DECLARATION OF PROTECTIVE COVENANTS FOR UNITS 1 THROUGH 57,  
INCLUSIVE, INSPIRATION AT SWAN CREEK, A CONDOMINIUM**

This Declaration of Protective Covenants (the “*Protective Covenants*”), made this \_\_\_ day of November, 2024, by IP Holdings, LLC (“*Declarant*”).

**RECITALS:**

A. The Declarant now owns certain lands in the City of Fitchburg, Dane County, Wisconsin (the “*City*”), legally described as Units 1-57, inclusive (the “*Units*”), Inspiration at Swan Creek, a Condominium, City of Fitchburg, Dane County, Wisconsin.

B. The Declarant desires to subject the Units to the conditions, restrictions, covenants, and reservations set forth below, which shall encumber the Units, and shall bind the successors in interest, any owner thereof, and the owner of any interest therein.

**NOW, THEREFORE**, Declarant declares that the Units shall be used, held, sold and conveyed subject to the conditions, restrictions, covenants and reservations set forth below, which shall inure to the benefit of and encumber the Units, and ran with the land, and shall bind the successors in interest, any owner thereof, and the owner of any interest therein.

## **ARTICLE 1 STATEMENT OF PURPOSE**

1.1 General Purpose. The general purpose of these Protective Covenants is to help assure that the Units will become and remain an attractive community; to preserve and maintain the natural beauty of the Units; to insure the most appropriate development and improvement of each Unit; to guard against the construction thereon of poorly designed or proportioned structures; to obtain harmonious improvements and use of material and color schemes; to encourage environmentally friendly construction techniques; to insure the highest and best residential development of the Units; to encourage design that enhances communication between neighbors; and to encourage and secure the construction of attractive residential structures thereon.

1.2 Architectural Control. No Dwelling or other improvement shall be constructed, placed, or altered on any Unit until its construction plans and specifications shall have been approved in writing by the Committee.

## **ARTICLE 2 DEFINITIONS**

The following definition shall be applicable to this Declaration:

2.1 Association. The Inspiration at Swan Creek Association, Inc., a Wisconsin nonstock corporation, its successors, and assigns.

2.2 City. The City of Fitchburg, Wisconsin.

2.3 Committee. The Architectural Control Committee described in Section 3.1(1).

2.4 Common Areas. All real property designated on the Condominium Plat as Common Area for the common benefit of the Owners, together with all improvements, fixtures and equipment owned by the Association and located on the Common Area for the common use and enjoyment of the Owners.

2.5 Condominium Plat. The Condominium Plat of Inspiration at Swan Creek, a Condominium.

2.6 Declarant. IP Holdings, LLC, its successors, and assigns.

2.7 Declaration. The Declaration of Condominium of Inspiration at Swan Creek, a Condominium.

2.8 Dwelling. The detached single-family dwelling referred to in Section 5.1.

2.9 Owner. The person or persons, including any business organization, having the power to convey the fee simple title to a given Unit.

2.10 Protective Covenants. This Declaration of Protective Covenants.

2.11 Register of Deeds. Office of Register of Deeds for Dane County, Wisconsin.

### **ARTICLE 3 ARCHITECTURAL CONTROL COMMITTEE**

3.1 Establishment, Duties, Membership.

(1) There shall be an Architectural Control Committee ("**Committee**"), which shall have the rights and obligations set forth in Article 9 of the Declaration and any powers necessary to exercise those rights.

(2) The composition of the Committee is set forth in Article 9 of the Declaration.

3.2 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 incurred in connection with its review of any construction plan or of any resubmission of any such plans and may be adjusted at any time by the Committee.

3.3 Approval of Contractors. For each building constructed or placed on any Unit subject to these Protective Covenants, the prime contractor or builder to be hired for construction of such building 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.

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

(1) The approval or disapproval of any plans and specifications, whether or not defective;

(2) The construction or performance of any work, whether or not pursuant to approved plans and specifications; or

(3) The development of any property within the Units.

**ARTICLE 4**  
**ARCHITECTURAL RESTRICTIONS**

4.1 Front and Side Yard Requirements. No building or any part thereof shall be located closer to the front, side, and rear yard boundaries of a Unit than the minimum number of feet reflected in each Unit's building envelope.

4.2 Floor Area Minimums. Each Dwelling constructed on any of Unit shall have a minimum of the following floor area of finished living space:

(1) Single-story houses shall have not less than \_\_\_\_\_ thousand (\_\_\_\_\_) square feet of finished area.

(2) Split-level houses shall have not less than \_\_\_\_\_ thousand (\_\_\_\_\_) square feet of finished area on two levels.

(3) Raised ranch houses shall have not less than \_\_\_\_\_ thousand (\_\_\_\_\_) square feet of finished area on the main level.

(4) Two-story houses shall have not less than \_\_\_\_\_ thousand (\_\_\_\_\_) square feet of finished area on both floors.

(5) Open porches, screened porches, patios, attached garages, and all basements whether finished or not are not to be included as part of the total area. Stair openings shall be included in determining floor area.

(6) The main level is defined as the level that is totally above the finished grade of the real property located within the Unit.

4.3 Building Materials. The following standards shall be adhered to in relation to all designs and construction to preserve the initial and improved beauty of die Plat.

(1) If the chimney is in the front of the Dwelling it must be of brick, stone, or stucco.

(2) All chimneys and flues shall be fully enclosed.

(3) No T1-11 siding (Oriented Strand Board or plywood siding) shall be allowed.

(4) All fascia must be at least eight inches in width.

(5) All roofing shall be of laminated architectural grade textured fiberglass, asphalt shingles, wood shakes, or other acceptable material. No standard 3 in 1 shingles shall be allowed.

(6) All windows must be wrapped in wood or a simulated wood material.

(7) The minimum thickness of vinyl siding shall be .044 and aluminum siding .019.

It is the intent of the Declarant to require coordination of trim, siding, and roofing colors to provide the most aesthetic combination for a particular Dwelling as well as for the overall development of the Units. Applicants should consider the color, materials, and design of nearby Dwellings.

4.4 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 result in a Dwelling that would be incompatible with neighboring structures, that would result in fenestration or length of building walls that would be incompatible with neighboring Dwellings, that would not harmonize with the natural surroundings or that would violate any of the standards set forth in these Protective Covenants.

4.5 Dwelling Location. All Dwellings should be sited on the Unit to present their most desirable face to the street and where possible should be related to Dwellings on adjoining Units. The Committee may check sight lines based on proposed structure location to minimize the structure's obstruction of views from neighboring Dwellings.

4.6 Dwelling Height. No structures shall be erected, altered, placed, or permitted to remain on any Unit other than one Dwelling, not to exceed three stories or a maximum of thirty-five (35) feet in height, and each Dwelling shall include private garage constructed in accordance with these Protective Covenants.

4.7 Utilities. All utilities serving any Dwelling or Unit shall be underground. No building or other improvement, or trees shall be erected, placed, or planted within any utility easement.

4.8 Fencing. Fences shall not be allowed without the prior written consent of the Committee. THERE SHALL BE NO CHAIN-LINK, VINYL, PLASTIC OR SHADOWBOX FENCES ALLOWED AT ANY TIME. Black wrought iron fencing may be approved by the Committee. As part of this consent, the Committee may require the installation and maintenance of landscape materials or plantings for screening and aesthetic purposes.

4.9 Mailboxes and Exterior Yard Lights. The Declarant shall provide to each Dwelling improved upon each Unit a mailbox, located within Cluster Box Unit pedestal mount mailboxes in accordance with the United States Post Office Department regulations and approved site plan locations. All exterior lights shall be "cut-off" lights.

4.10 Garages; Use of Outbuildings. All garages shall be attached to the Dwelling and shall have space for no fewer than two cars. Permanent play equipment such as swing sets, playhouses and the like may be installed with the approval of the Committee. No trailer, basement, tent, treehouse, shack, detached garage, bam or outbuilding, or any part thereof, shall be constructed or permitted to remain on any Unit, temporarily or permanently, except for construction trailers during the period of construction.

4.11 Landscaping. The following guidelines shall be followed for each Unit:

(1) Landscape plans shall be developed to enhance the ambience of each Unit. The overall plan should pay particular attention to streetside foundation plantings and should adapt to the surrounding topography of the Unit.

(2) All plantings to be placed upon the Unit shall be planted within thirty days of occupancy of the Dwelling or upon completion of construction, whichever comes first, except that sodding, seeding, and planting new vegetation shall not be required during any period in which winter weather conditions restrict the ability to complete the planting.

(3) No planting shall be permitted within an easement of record which may damage or interfere with the installation and maintenance of utilities, or which may alter the direction or impede the flow of surface water in drainage channels within the easement.

(4) No Owner shall grade or obstruct any swale or drainage way whether in a casement or not which is in existence at the time of construction so as to impede the flow of surface water from other Units through such swale or drainage way. The elevation of a Unit shall not be changed so as to materially affect the surface elevation, grade, or drainage pattern of the surrounding Units. Any modification to drainage patterns shall be approved by the Committee and the City of Fitchburg Engineer. Each Unit shall, within one growing season of the issuance of a certificate of occupancy for the Dwelling located thereon, be improved with all landscaping that was set forth in the landscaping plan approved by the Committee.

(5) Front and side yards must be sodded; provided, however, the Committee may permit the front yard and side yard to be seeded where whether conditions permit and appropriate, alternative materials and practices are employed. Alternatively, the compost blanket seeding method for terrace, front yards and side yards is acceptable. Rear yard areas which are not sodded must be seeded.

4.12 Construction Deadline. Each Dwelling constructed 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, war, or act of God.

4.13 Driveways. All driveways from the apron of any Dwelling to the Private Road shall be paved with concrete within eight (8) months from the date of issuance of the building permit. All driveways located on a Unit shall have sufficient space to allow for parking of no fewer than two cars. No driveway shall connect directly to any current public road (unless the Private Road is dedicated to the City of Fitchburg and becomes a public road) with the exception of Units 48 through 57.

4.14 Stormwater Runoff from Roof. Each Dwelling shall be constructed in a manner such that all stormwater runoff from the roof thereof shall be directed toward an absorbent, permeable surface (that is, an area that is not covered with concrete). Stormwater from roof runoff may not be directly channeled into a driveway, street or into a stormwater drainage system. The use of rain gardens is encouraged, and Declarant will provide additional information upon request.

4.15 Roof Pitch. Pitched roofs shall have a minimum slope of 1:4.

4.16 Front Porches. Owners are strongly encouraged to include front porches in their home designs.

4.17 Impervious Surface Ratios. Impervious surface ratios in Inspiration at Swan Creek, a Condominium shall not exceed those listed in Exhibit B.

## ARTICLE 5 USE RESTRICTIONS

5.1 Signs. No sign of any kind shall be displayed to the public view on any Unit except one professional sign of not more than six square feet advertising the Dwelling or Unit for sale during the hours of open house showings only, or signs provided and allowed exclusively by the Declarant for builders or licensed real estate brokers during the initial construction and sales periods. The Declarant reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the subdivision, and to erect appropriate signage for the sales of Units. This provision shall not be construed to prohibit signs associated with elections or other matters of public interest.

5.2 Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks or earth must be in suitable containers. All equipment for storage or disposal of such waste material shall be kept in a clean and sanitary condition and suitably screened from view from the street.

5.3 Parking and Storage. The parking of service vehicles owned or operated by an Owner and their families is prohibited unless they are kept in garages. The storage or parking of automobiles, boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles, or any other recreational vehicles is prohibited unless kept inside the garage. This shall not prohibit the temporary parking of such vehicles for the purpose of loading and unloading. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed in a rear yard or a side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the Committee. Nothing set forth in this Section 5.3 shall prohibit temporary storage of moving vehicles for the purpose of loading or unloading for a period of more than eight (8) hours. No cars or other equipment may be parked in any yard at any time.

5.4 Nuisance Prohibited. No noxious or offensive trade or activity shall be carried on which may be or will become a nuisance to the neighborhood. All areas of the Unit not used as a building site or lawn or under cultivation (such as a vegetable garden) shall be so cultivated or tended as to be kept free from noxious weeds. The Owner of each Unit shall be responsible for maintaining the Unit in a neat appearance. This covenant should not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in the rear yard and provided that such gardens shall be pursuant to plans previously approved by the Committee under Section 9.3 of the Declaration.

5.5 Pets and Animals. No commercial boarding shall be allowed. Kennels shall be inside the Dwelling unless otherwise approved by the Committee in writing. Each Owner should review the applicable municipal ordinances relating to ownership of animals. No owner shall have

more than two dogs and two cats. The following dog breeds are prohibited: Pit Bull Terriers, Staffordshire Terriers, Rottweilers, German Shepherds, Presa Canarias, Chow Chows, Doberman Pinschers, Akitas, Wolf-hybrids, Bull Mastiffs, Great Danes and Alaskan Malamutes or any mixes of the above breeds.

5.6 Outdoor Clothes Lines. Clothesline poles shall not be permitted on any Unit.

5.7 Antennae / Solar Panels / Miscellaneous Fixtures. Except to the extent that this section is in conflict with any federal law or regulation, no exterior antennas or satellite dishes greater than twenty (20) inches in diameter shall be permitted on any structure or Unit unless approved in writing in advance by the Committee. Solar panels, windmills, walls, or fences shall be subject to be screened from public view to the extent reasonably possible and require approval from the Committee. All exterior lighting on the Unit shall be designed and operated to contain the light, to the extent reasonably possible, within the Unit on which the light is located.

## ARTICLE 6 MISCELLANEOUS

6.1 Terms and Amendment. Unless amended as provided herein, these Protective Covenants shall run with the land and shall be binding upon all persons claiming an interest in a Unit, or through Declarant for a period of thirty (30) years from the date these Protective Covenants are initially recorded. Until Declarant no longer holds any interest in any lands located within Inspiration at Swan Creek, a Condominium, these Protective Covenants may be amended by the recording of a written instrument executed by or on behalf of all the following: (1) Declarant and (2) the owners of at least sixty percent (60%) of the Units subject to these Protective Covenants, as the same may be expanded. Thereafter until the termination of these Protective Covenants, these Protective Covenants may be amended by the recording of an instrument executed by the owners of at least sixty percent (60%) of the Units subject to these Protective Covenants, as the same may be expanded. After the expiration of the initial term of these Protective Covenants, these Protective Covenants (as presently written or as so amended) shall be automatically extended for successive periods of ten (10) years, unless an instrument executed by the Owners of at least sixty percent (60%) of the Units subject hereto has been recorded to terminate or amend the same in whole or in part. In ascertaining the number of Owners assenting to any such instrument, persons, including any business organizations, having the power to convey the fee simple title in a given Unit shall constitute a unit having a single vote. The special rights that are given to Declarant under these Protective Covenants may be assigned by a written recorded instrument, in which case the assignee shall be the “*Declarant*” for all purposes under these Protective Covenants.

6.2 Enforcement. The Committee and any Owner shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of these Protective Covenants, either to restrain or cure the violation or to recover damages, or both. Nothing herein shall be deemed to limit the rights of the City of Fitchburg to enforce any zoning codes, ordinances, regulations, or other requirements which may be identical or similar to the requirements of these Protective Covenants.

6.3 Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

6.4 Nonforfeiture. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any Unit.

6.5 Attorneys' Fees. If any suit or action is brought to enforce the provisions of these Protective Covenants, the party who prevails in such action or suit shall be entitled to recover its court costs and attorneys' fees from the other party.

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IN WITNESS WHEREOF, this Declaration has been executed on this November \_\_\_\_, 2024.

**IP HOLDINGS, LLC**

By: \_\_\_\_\_  
Fredric DeVillers, Authorized Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF DANE        )

I hereby acknowledge on November \_\_\_\_, 2024, that Fredric DeVillers, the Authorized Member of IP Holdings, LLC did execute this instrument.

\_\_\_\_\_  
Gregory C. Collins  
Notary Public, State of Wisconsin  
My Commission is permanent.

This instrument was drafted by:  
Gregory C. Collins  
Axley Brynelson, LLP  
2 E Mifflin Street, Suite 200  
Madison, WI 53703

**EXHIBIT A**  
*Tax Parcel Numbers*

DRAFT

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

This Document was drafted by and  
should be returned to:

Gregory C. Collins, Esq.  
Axley Brynelson, LLP  
2 East Mifflin Street, Suite 200  
Post Office Box 1767  
Madison, WI 53701-1767

060911301172

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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\_\_\_\_\_, 2024

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 \_\_\_\_\_ Inspiration Way, 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%.

#### 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.

**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 variances from any provision of Article 9 where such variance is not inconsistent with the intent and spirit of this Declaration, and such variance is reasonable and does not have a significant, negative impact on the aesthetics or property values of the Condominium or other Units. The granting or denial of any variance shall be subject to the Standard of Review set forth under Section 9.1(2).

(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. 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 60 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 Easement. An easement is reserved over, through and underneath the ten feet of each Unit that abuts a public right-of-way (collectively, the “*Utility Easement*”) 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 location of the Utility Easement is set forth on Exhibit C. The maintenance, repair and replacement of any utility within the Utility Easement 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 Easement 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 Easement. 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 Easement shall be responsible for any damage resulting from such work and shall return the Utility Easement to the same condition that existed prior to the commencement of the work.

## 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 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 specifically set forth in this Declaration. No person shall rely upon any warranty or representation unless contained in this Declaration.

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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 this November \_\_\_, 2024.

By: \_\_\_\_\_  
James T. Stephenson

By: \_\_\_\_\_  
Diana Kaufman Stephenson

ACKNOWLEDGEMENT

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF DANE        )

I hereby acknowledge on November \_\_\_, 2024 that James T. Stephenson and Diana Kaufman Stephenson did execute this instrument.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_

**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.

DRAFT

**EXHIBIT B**  
*Condominium Plat*

See attached.

DRAFT

**EXHIBIT C**  
*City of Fitchburg Public Utilities Easements*

See attached.

DRAFT

**EXHIBIT D**  
*Private Utilities Easements*

See attached.

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## Conditional Use - Owner or Authorized Agent Acknowledgement

\*\* It is highly recommended that an applicant hold at least one neighborhood meeting prior to submitting a CUP application to identify any concerns or issues of surrounding residents.

PLEASE NOTE - Applicants shall be responsible for legal or outside consultant costs incurred by the City. Submissions shall be made at least four (4) weeks prior to desired plan commission meeting.

By signing below, I certify that the information included with this Conditional Use application is true and correct, to the best of my knowledge. Any agent signing below verifies that he/she has the consent of the owner to file the application.

\_\_\_\_\_  
Owner's or Authorized Agent's Signature

23/10/2024

\_\_\_\_\_  
Date (DD/MM/YYYY)