



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

REZN-24-8

# Rezoning Conditions of Approval

1. **Project Name:** Inspiration SIP
2. **Location:** 43.0074, -89.4016
3. **Permit Request No.:** RZ-2552-24
4. **Ordinance No.:** 2024-O-20
5. **Decision Date:** June 18, 2024
6. **Legal Description:** Lot 1 of CSM13827
7. **Current Zoning Districts:** PDD-GIP
8. **Proposed Zoning Districts:** PDD-SIP

## Zoning Conditions

- ~~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.
        - a. 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.
        - b. 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.
- c. 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.

REZN-24-8

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	City of Fitchburg Planning/Zoning Department 5520 Lacy Road Fitchburg, WI 53711 (608-270-4200)	<h2>REZONING APPLICATION</h2>
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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-GIP district to the PDD-SIP district the following described property:

**1. Location of Property/Street Address:** East Cheryl and Big Blue Stem Parkways, Sassafra 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:**

Planned Development District (PDD) Specific Implementation Plan (SIP) with sixty (60) residential dwelling units, comprised of 52 detached single-family homes and 8 dwelling units in four (4) two-family duplex buildings. The total unit count for the project is 60.

**3. Proposed Development Schedule:** Site work construction to commence in 2024 following governmental approvals.

\*\*\*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:** 60 **No. Of Parking Stalls:** 120 garages, 120 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:**  **Fredric A. DeVillers**  
 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.** \_\_\_\_\_



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

Rezoning Feedback Letter

Issued to: Debbie Hatfield

Issued Date: May 31, 2024

Location:

Developer responses in bold, red.

Civil engineering consultant responses in bold, blue.

REZN-24-8

This feedback letter contains the comments from our internal departments in regards to your recently submitted Rezoning Application.

Please read through the feedback and attach any adjusted materials to the form in our OpenGov portal.

Also submit an explanation of the changes you've made in a separate attachment.

We require response to feedback to be submitted within 1 week of issuing of this letter.

Only feedback with a status of Open needs a response.

Planning & Zoning Comments

Table with 4 columns: Submitted by, Date, Status, Comment. Row 1: Planning, May 31, 2024, Open, 8 numbered items of feedback.

clarity. **Understood and will revise the SIP narrative language.**

b. We need to clarify the terms - parcel vs. condo lot or condo unit? **Will add language that defines the home sites as “land condominium units (i.e., the “lots”).**

c. The vocational activities in the SIP are not consistent with the covenants. Please check. **The Protective Covenants are a Draft version at this time, so will be reconciled with the SIP.**

d. The entirety of Sec. 22-56 is not appropriate for this SIP. Yet, you list more details in the SIP below. Some of the text needs to be clearer than that in the Fitchburg code. Please revise. **Per conversation with Deanna on W, 6/5, reviewed the following and will revise the SIP narrative.**

i. Is there a need for retaining walls and solid walls? I would expect that a retaining wall would be needed for only raised beds. Do you want to allow raised beds that could change water flow? **No. I will get this restriction in the Protective Covenants.**

ii. We recommend not window wells at the front facade. **Agreed.** No window well encroachment into the side yard. **Setback correct? Yes, will add this restriction to the SIP narrative.** A window well may encroach into the rear setback up to 2 feet. **Agreed.**

iii. What should be the setbacks of driveways from side condo lots? Two feet? **Make it 3 feet to be the same as the building side setback. This will be added to the SIP narrative but have exceptions for the shared driveways for units 51 – 60 along Sassafras Drive.**

iv. The text regarding patio and deck setbacks are unclear. I recommend that patios and decks do not encroach into the setbacks. **Will review and add the restriction to the SIP narrative.**

v. I do not support the option for an affidavit for encroachment. **I will have this removed from the condo declaration.**

vi. Could you clarify the definition of animal husbandry? You can do so by referring back to Sec. 22-651 or subsequent City of Fitchburg code. **OK, will revise this in the SIP narrative.**

vii. Dependency living arrangement additions or structure shall not encroach into the setbacks. **Agreed and will add to the SIP narrative.**

viii. Clarify is max. lot coverage applies to the condo lots? **Yes, 65% coverage refers to the land condominium units (i.e., the “lots”)**

e. The SIP provides architectural examples of the homes, but the standards are will not necessarily produce what is shown in the pictures. Consider the following additional standards in the SIP:

i. Facades directly located on the public roadway shall be parallel to the roadway with a 60% **minimum frontage buildout** applied to the first floor of the home. This may be reduced to 50% for condo

lots 51-60. **Agreed, will add this language to the SIP narrative and Protective Covenants with additional language that defines the front façade dimension of the building is to be 60% of the width of the land condominium unit (i.e., the "lot"), 50% for lots 51-60.**

ii. The SIP could include a statement about brick or stone or durable materials, We prefer to have some durable materials at the front foundation. **Understood and will include the language that is in the Protective Covenants in the SIP narrative.**

iii. If the max. height is 2 stories, please provide a maximum building height in feet also. **Previous city staff correspondence recommended to not include height in feet. The SIP narrative, along with the Protective Covenants, will have 35 feet maximum height per chapter 22-651 included.** Provide how height is measured.

**Based on conversation with Deanna on W, 6/5, will utilize language from chapter 22-651.** How are attics addressed? **Per conversation with Deanna on W, 6/5, no concern now that maximum building height is defined.**

iv. How will you address raised basements? **The bottom of the basement foundation excavation elevation, as well as the first floor elevation will be exhibited on the civil engineering plans.** The plans call for bottom of basement elevation. **Correct as it is a parameter of the grading and drainage design.**

v. Will you set the first floor height also? **Yes, they are already. The First Floor FFE determines the basement foundation excavation bottom elevation.** The height should be consistent with the surrounding neighborhood and your photographs in the SIP. **Agreed. The review of the houses with Swan Creek as well as within neighboring subdivisions determined the site grading design and thus the FFE's.**

vi. What about solar panels? Roof? Elsewhere? **Per conversation with Deanna on W, 6/5 the protective covenants will discuss that ground mounted solar panels are not allowed and the solar panels will be allowed on the roof of the garages or a rear roof area of the house that is hidden from view of the public street.**

vii. May balconies or bay window encroach into the setbacks? If so, how much? **Per conversation with Deanna on W, 6/5, no balconies, or bay windows shall encroach within the building setbacks.**

viii. We would like to have a minimum percentage of glazing. **Per conversation with Deanna on W, 6/5, will add language to the SIP narrative, as well as the Protective Covenants that require a minimum of four (4) window openings and one (1) door opening within the front building façade facing the public street Windows shall meet building code requirements for natural light and ventilation requirements.**

about:blank

- ix. Who is responsible for the installation of the landscaping - developer (**Sheet L-1.1 and Details 4-7 on Sheet L-1.2**) or the builder (**Sheet L-1.2 and Details 4-6**)? What amount of landscaping is required with the building permit? **Details 1-3 on Sheet L-1.2.**
- x. Include no paving in the front setback except 5' sidewalk and driveway allowed. **Understood, and language will be added to the SIP narrative and Protective Covenants.**
- xi. Will you allow native prairie landscaping? **Would appreciate city staff guidance on this. Native prairie landscaping, when well-maintained looks fantastic. However, when not well maintained, it becomes unattractive.**
9. Developer should coordinate with USPS on a centralized mode of delivery for mailboxes. **USPS has confirmed two (2) locations as depicted on the Site Plan, sheet C120.**
10. Lighting shall be full cut-off or dark sky compliant. **Understood and the civil engineering consultant is working with MG&E on fixtures.**
11. Will there be lighting on the private drive? **Yes.** 20' fixtures seem too high for this residential setting. **Per conversation with Deanna on W, 6/5 light fixture poles either 14' or 15' tall will be designed.** Show on plans and provide cut sheets. **Street light locations are shown on the plans. Specification sheets will be provided.**
12. A 4' sidewalk along the private drive is too narrow. Can you increase to 5'? **Per conversation with Deanna on W, 6/5 the sidewalk will remain at 4' wide.**
13. The vision triangles on the condo plat refer to the older recorded document. This will need to be updated with the Affidavit of Correction. **Vision triangles have been updated. See revised condo plat.**
14. Signage shall comply with Chapter 26. Show location on the plans for any signage. **Street signage such as stop signs, street name signs and no parking signs are shown on the plans. No project monument signage is being programmed.**
15. Declaration of Condo:
- Zoning use restrictions from the SIP will apply. They are not the same in both documents as written. **I will get both documents reconciled.** Should the declaration refer to the zoning similar to 9.4(1). **Yes, seems appropriate.**
  - 10.2(3) Dedication to the applicable governmental jurisdiction also requires approval by the governing body of the governmental jurisdiction. I think that this should be noted. There should not be an assumption that the governmental jurisdiction will accept the dedication. **Understood and will have legal counsel revise the language accordingly.**
  - Won't all parking on the private road obstruct traffic? **Not anticipated since the parking is temporary. Will add language that parked vehicles cannot be coincident with one another on the opposite sides of the roadway.** Who determines what is an obstruction? Will you allow temporary storage containers or pods for moving? **Yes since people will**

**likely utilize a “PODS”-like service to move into or out of a home, so will add language to address.**

16. Covenants:

- a. Do you want to allow single-story, split-level, and ranch houses? **Given the economic conditions and construction costs, there may be some single story and split-level homes but anticipate that most builders will develop two-story homes due to cost efficiencies.** That is not consistent with the pictures shown in the SIP. **There are three (3) single story homes exhibited in the SIP since there were not many single story homes found in the marketplace.**
- b. Height says three stories or 35 feet. This is not consistent with the SIP. **The reference to three stories was a typographical error and will be revised to two (2) stories. Will maintain the 35 feet will be added to the SIP narrative so that both documents reconcile with one another.**
- c. Fencing allowed is not consistent with the SIP **Will have this corrected.**
- d. Do you want to allow newspaper tubes? **No, and will add language to address this.**
- e. Roof pitch is not consistent with the SIP. **Will have this corrected and will remove from the SIP narrative per the conversation with Deanna on W, 6/5.**
- f. How will garbage pick-up be handled? **Expect to replicate the service in existence for Swan Creek. Per conversation with Deanna on W, 6/5, Pelliteri is the city's refuse and recycling collection contractor, so will contact them. I'm assuming no dumpsters onsite. Correct, only for construction debris collection purposes.**
- g. If temporary boat / trailer / RV parking is allowed – for how long? **12 hours per 10.2 (4) (b).**
- h. Kennels is not consistent with the SIP. **Kennels and pet enclosures will not be allowed and will be removed from the SIP narrative per conversation with Deanna on W, 6/5.**

**Administration Comments**

**Assessing Comments**

**Econ Dev Comments**

**Finance Comments**

May 23, 2024      **Open**      NO ISSUES

## Fire Comments

## Parks Comments

Parks	May 24, 2024	Open	This project would be subject to parkland dedication or fee-in-lieu of dedication along with park improvement fees. Please work with park staff as the development proceeds. <b>Park fees payment were remitted in 2014 at land acquisition closing by the land developer Fitchburg Lands, LLC. See previous submittals in 2014 and / or 2021 for reference. Per my conversation with Deanna on W, 6/5, I will research my files from the 2014 and / or the 2021 approval process and confirm.</b>
Parks	May 24, 2024	Open	Thank you Scott This project would be subject to parkland dedication or fee-in-lieu of dedication along with park improvement fees. Please work with park staff as the development proceeds. <b>Park fees payment were remitted in 2014 at land acquisition closing by the land developer Fitchburg Lands, LLC. See previous submittals in 2014 and / or 2021 for reference.</b>
			Thank you Scott

## PW - General Comments

Tracy Foss	May 30, 2024	Open	<ol style="list-style-type: none"> <li>1. A subdivision improvement agreement is required for this development. The existing agreement will need to be amended. <b>Understood.</b></li> <li>2. Developer needs to provide a designated location for US Postal Service Centralized Mode of Delivery. <b>USPS has confirmed two (2) locations as depicted on the Site Plan, sheet C120.</b></li> <li>3. All private roadways shall be constructed of asphalt or concrete and shall provide for subbase and pavement design equal to or greater than that for local public <i>street</i>. <b>Confirmed, see detail 09 on plan sheet C501.</b></li> </ol>
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## PW - Stormwater/Erosion Control Comments

Ben Schulte	May 30, 2024	Open	<ol style="list-style-type: none"> <li>1. A new Erosion Control &amp; Storm Water Management permit application will need to be submitted to the Fitchburg Public Works Department for review and approval if land disturbance will exceed 4,000 s.f. The ECSWM application and information on requirements can be found at: <a href="http://www.fitchburgwi.gov/231/ECSWM-Requirements">http://www.fitchburgwi.gov/231/ECSWM-Requirements</a> <b>Understood and the civil engineering consultant will be providing the updated plans and application.</b></li> <li>2. A stormwater maintenance agreement (recorded at the Dane County Register of Deeds office) will be required for the necessary private stormwater management practices approved by the City (e.g. private storm sewer, rain gardens, etc.). A draft copy of this agreement is due with the ECSWM application materials. After approval of the agreement language, a recorded copy must be provided to the City prior to issuance of the ECSWM Permit. <b>Understood.</b></li> <li>3. If private stormwater measures are constructed on site, the owner(s) would be eligible for up to a 50% reduction in stormwater utility rates for the proposed stormwater practices. The following link: <a href="http://www.fitchburgwi.gov/230/Credit-Opportunities">http://www.fitchburgwi.gov/230/Credit-Opportunities</a> provides the application form and details on this program. <b>Understood.</b></li> </ol>
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- 4. If infiltration is required to meet the ECSWM requirements, follow the DNR's Site Evaluation for Stormwater Infiltration (1002) guidelines to determine the infiltration rate used for modeling prior to submitting the Stormwater Report. **Understood.**
- 5. If the development desires to have refuse and recycling collection completed by the city's contracted waste hauler, an indemnification agreement must be signed within 30 days of plat recording. **Understood.**

### PW - Transportation Comments

### PW - Utilities Comments

Tracy Foss

May 30, 2024

Open

- 1. 20' public water and sanitary easements, centered over each utility, will need to be recorded. **Understood.**
- 3. All unused water and sanitary stubs/services will need to be abandoned at the municipal mains. **Understood and details are being incorporated into the civil engineering plans.**
- 4. Water impact fees shall be paid for each lot at the time of building permit issuance. **Please confirm that the building permit referenced is the building permit for each housing unit to be developed and constructed on each lot.**
- 5. Utility plan and profile drawings will be reviewed and comments provided to the engineer independent of this submittal review. **Understood.**

**May 21, 2024**  
**Specific Implementation Plan (SIP)**  
**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

**Project Development Plan**

The site will be 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 followed by lot sales to home builders is to begin in summer 2024, with completion dependent on market absorption, but anticipated in 2026.

Enclosed is the 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) Condominium Plat.
- 2) Utilities Easements Exhibits, both public and private.
- 3) Landscaping plans for the entire project site as well as detailed plans for the individual building types and the plant schedule.

Upon receiving the SIP approval, the underground utilities, mass grading and the roadway will be constructed, including the asphaltic binder course being paved 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 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 (60), the overall bedroom count between the prior project’s site plan of 202 versus the current project’s anticipated bedroom count of 180 for a reduction of an anticipated 22 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 60, summarized as follows:

Single Family	52
Duplex	8
Total	60

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.

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 have established on the site. However, they have recently been removed to prepare the site for topographic studies to aid in the mass grading design.

#### 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 120 covered garage stalls and 120 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 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 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 traditional style 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 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 units, as 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 be 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 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 '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 – 30, 51 – 60, 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 31 – 50, 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, 30, 31, 50): 10 feet.
8. Minimum rear setback, facing private road, land condominium units (i.e., the “lots”) 1 - 30: 17 feet.
9. Minimum rear setback, land condominium units (i.e., the “lots”) 31 – 50: 15 feet.

10. Minimum rear setback, land condominium units (i.e., the “lots”) 51 – 60: 20 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”) 51-60.
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 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 1-50. The building footprints for single-family and 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 Sassafras 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 PDD-SIP.

### **Property Owners Association Structure**

The site will be organized as a horizontal land condominium structure with sixty (60) 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 followed by building construction is to begin in summer 2024, with completion dependent on market absorption, but an anticipated final phase to be completed in 2026.

### **Neighborhood Outreach**

A neighborhood meeting was 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 Sassafra and the existing invasive species of trees that were directly associated with the project. A traffic analysis has 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 from Swan Creek:



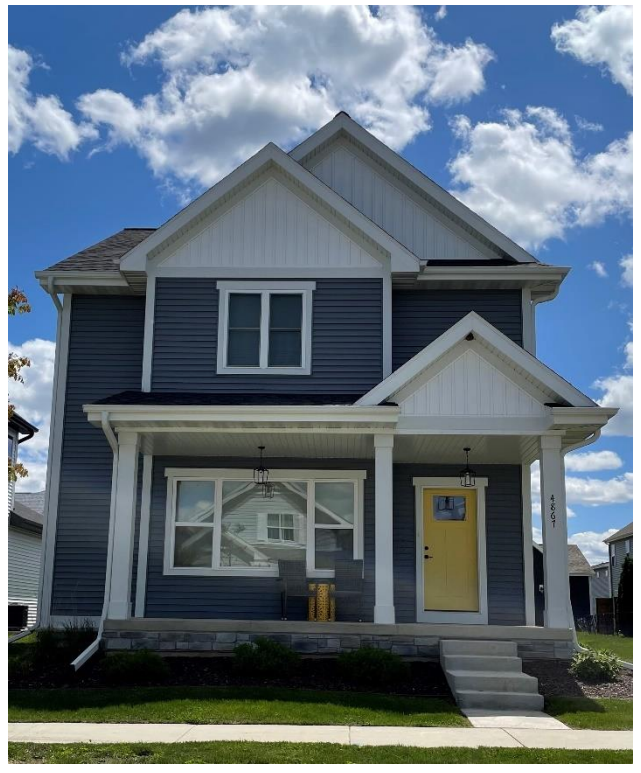










Table 1-A  
Site Development Statistics

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		60	2	60	3	1	180	120	120	240	4				
Total	257,241 (5.91 AC)	60	2 (a)	60	180	1	180	120	120	240	4.00	117,494	45.7%	NA	10.2

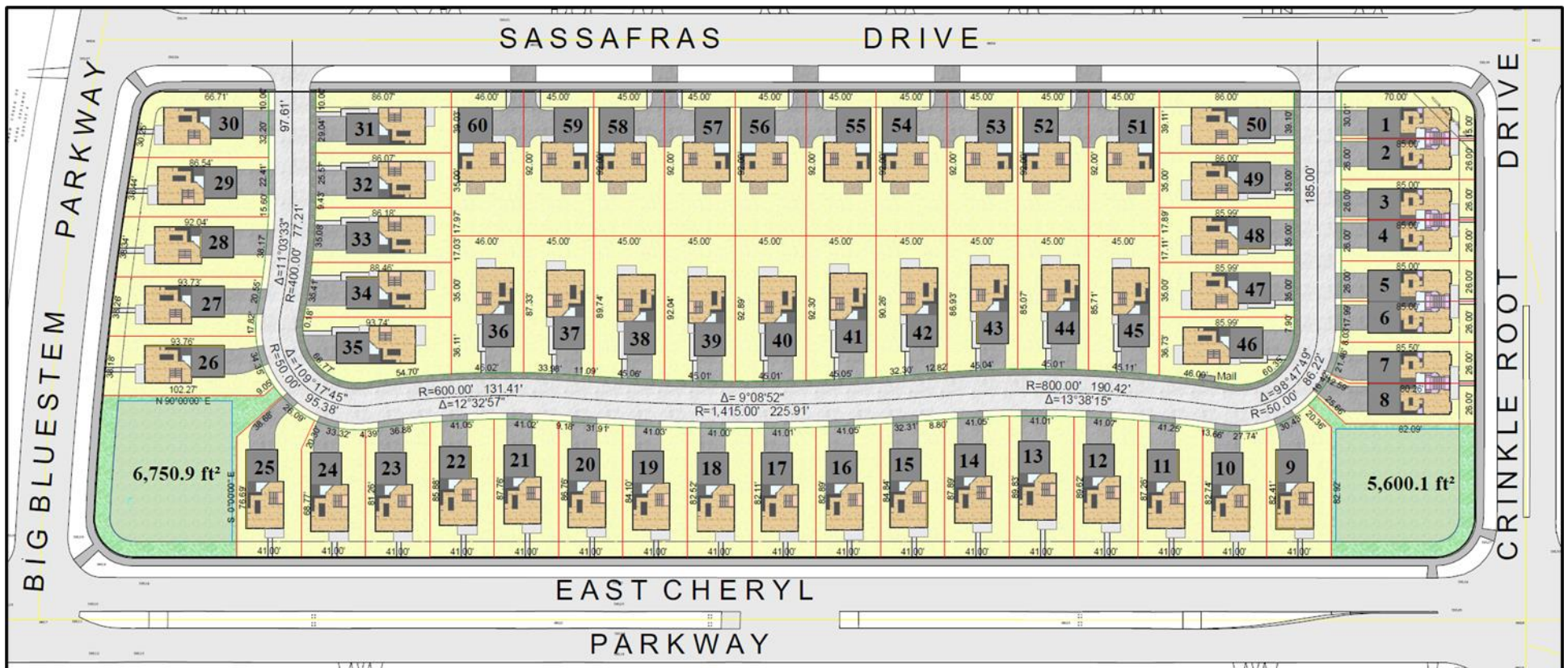
(a) The single-family residential buildings are anticipated to be 2 stories.

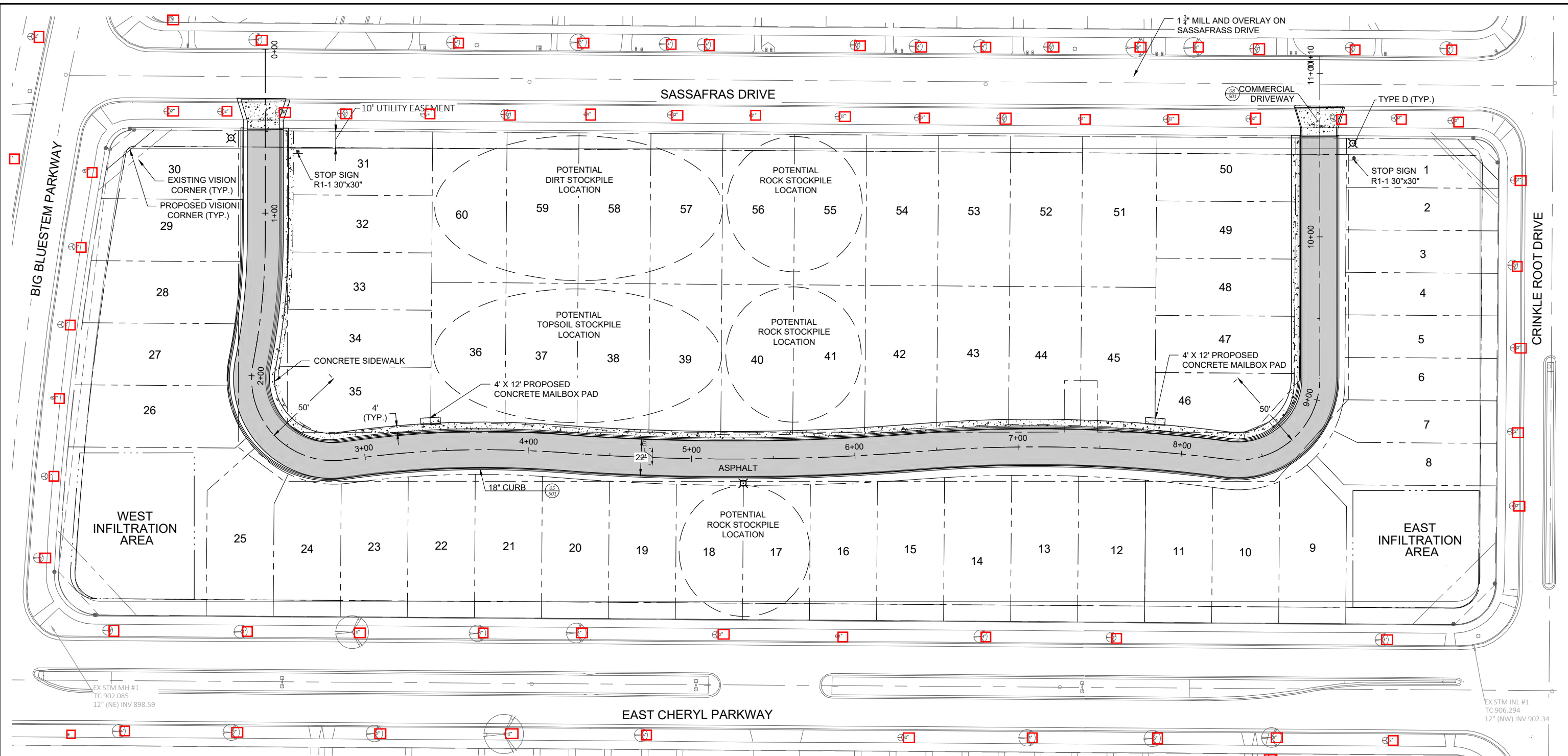
(b) Bedrooms per Unit is based on anticipated 3-bedroom homes being developed by home builders.

# Exhibit A

## Development Programming Site Plan

The site plan exhibited below has been updated since the version 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.





- NOTES**
1. ALL WORK IN THE RIGHT-OF-WAY AND COMMON ELEMENT FOR THE PRIVATE ROADWAY SHALL BE IN ACCORDANCE WITH THE CITY OF FITCHBURG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST ADDITION.
  2. ALL DIMENSIONS ARE TO THE FACE OF CURB EXCEPT AS NOTED.
  3. ALL RADII ARE TO THE FACE OF CURB.
  4. ALL CURB AND GUTTER AND SIDEWALK REPLACEMENT AS REQUIRED BY THE CITY OF FITCHBURG INSPECTOR WITHIN THE ROW SHALL BE INSTALLED PER THE CITY OF FITCHBURG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST ADDITION.
  5. SIGNS TO MEET MANUAL ON UNIFORM TRAFFIC CONTROL AS TO COLOR, LETTERING AND DIMENSIONS AND SHALL BE INSTALLED AT A HEIGHT OF SEVEN FEET.
  6. PROVIDE SIDEWALK CONSTRUCTION JOINTS AT EVEN SPACING AT A DISTANCE APART EQUAL TO THE SIDEWALK WIDTH AND AS IS TYPICAL IN CONCRETE CONSTRUCTION.
  7. A CITY OF FITCHBURG STREET OPENING PERMIT IS REQUIRED FOR ALL WORK WITHIN THE RIGHT OF WAY.

**SITE INFORMATION**

SITE ADDRESS: EAST CHERYL PARKWAY  
 LOT ACREAGE: 5.905 AC  
 USE OF PROPERTY: RESIDENTIAL  
 ZONING: PLANNED DEVELOPMENT DISTRICTS - SIP  
 PROPOSED ZONING: PLANNED DEVELOPMENT DISTRICTS - SPECIFIC IMPLEMENTATION PLAN

SETBACKS:  
 FRONT YARD: 10 FT

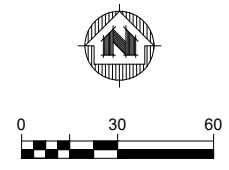
MAXIMUM PROJECT AREA COVERAGE: 54%  
 MINIMUM OPEN SPACE REQUIRED: 30%

EXISTING IMPERVIOUS SURFACE AREA: 0 SQ.FT.  
 PROPOSED IMPERVIOUS SURFACE AREA: 117,494 SQ.FT.

PERCENT PROJECT IMPERVIOUS:  
 EXISTING: 0 %  
 MAXIMUM PROPOSED: 54 %

OPEN SPACE  
 EXISTING: 100 %  
 MINIMUM PROPOSED: 46 %

DISTURBANCE LIMITS: 257,241 SQ.FT.



**LEGEND**

	PROPERTY LINE
	UTILITY EASEMENT
	CONDO UNIT LINES
	PRO ASPHALT
	PRO CONCRETE

**NOT FOR CONSTRUCTION**

PROJECT DATE:	DRAWN BY: AJM	NO. 1	DATE 05/14/2024	REVISION SIP Submittal	BY AJM
	DESIGNED BY: AJM				
	CHECKED BY: CKP				

PLOT DATE: 5/20/2024 11:00 AM, G:\22\22281\22281000\CADD\Construction Documents\22281000 Site, Utility, Grading Submittal.dwg

	ENGINEERING   ARCHITECTURE   SURVEYING FUNDING   PLANNING   ENVIRONMENTAL 1702 Pankratz St Madison, WI 53704 (608) 242-7779 www.msa-ps.com <small>© MSA Professional Services, Inc.</small>	INSPIRATION AT SWAN CREEK CITY OF FITCHBURG DANE COUNTY, WISCONSIN	PROJECT NO. 22281000
		SHEET C120	SITE PLAN

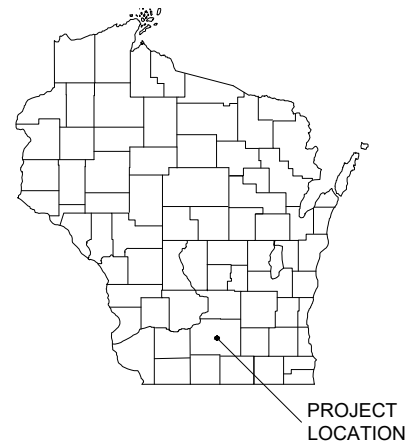
# INSPIRATION AT SWAN CREEK

## CITY OF FITCHBURG

### DANE COUNTY, WISCONSIN

#### SHEET INDEX

1	TITLE SHEET
C110	EXISTING CONDITIONS
C120	SITE PLAN
C130	GRADING PLAN
C140	UTILITY PLAN
C141	PP SHEETS - 0+00.00 TO 3+63.00 INSPIRATION WAY
C142	PP SHEETS - 2+64.00 TO 9+68.00 INSPIRATION WAY
C143	PP SHEETS - 7+86.00 TO 11+10.00 INSPIRATION WAY
C500	EROSION CONTROL DETAILS
C501	CIVIL DETAILS
C502	STORMWATER DETAILS



**LOCATION MAP**  
NOT TO SCALE

#### LEGEND

	EXISTING WATER MAIN
	EXISTING WATER MAIN, VALVE & HYDRANT
	EXISTING WATER SERVICE & CURB STOP
	PROPOSED WATER MAIN, VALVE, & HYDRANT
	PROPOSED WATER SERVICE & CURB STOP
	EXISTING SANITARY SEWER & MANHOLE
	PROPOSED SANITARY SEWER & MANHOLE
	EXISTING FORCEMAIN
	EXISTING STORM SEWER & INLET
	PROPOSED STORM SEWER & INLET
	PROPOSED STORM SEWER & MANHOLE
	BURIED ELECTRIC
	BURIED GAS & VALVE
	BURIED CABLE TELEVISION
	BURIED TELEPHONE
	BURIED FIBER OPTICS
	OVERHEAD UTILITY
	RAILROAD TRACKS
	EXISTING CURB & GUTTER
	PROPOSED CURB & GUTTER
	EXISTING SIDEWALK
	PROPOSED SIDEWALK
	EXISTING CULVERT PIPE
	PROPOSED CULVERT PIPE
	FENCE LINE
	DRAINAGE ARROW
	SILT FENCE
	RIGHT-OF-WAY
	BASELINE
	PROPERTY LINE
	TREE LINE
	BENCHMARK
	IRON PIPE
	IRON ROD
	CONTROL POINT
	UTILITY POLE & GUY
	SOIL BORING
	LIGHT POLE
	PEDESTAL
	STREET SIGN
	MAILBOX
	FLAGPOLE
	TREE - DECIDUOUS
	TREE - CONIFEROUS
	TREE TO BE REMOVED

#### UTILITIES

**CITY OF FITCHBURG**  
CITY OF FITCHBURG PUBLIC WORKS DEPARTMENT  
TIM VOELKER, DIRECTOR OF PUBLIC WORKS  
TRACY FOSS, ASSISTANT DIRECTOR OF PUBLIC WORKS  
5520 LACY RD  
FITCHBURG, WI 53711  
PHONE: (608) 270-4260  
EMAIL: TIM.VOELKER@FITCHBURGWI.GOV

**GAS/ELECTRIC:**  
MADISON GAS AND ELECTRIC CO.  
MARK GAUGER, ENGINEERING TECHNICIAN - ELECTRIC SERVICE  
623 RAILROAD ST.  
MADISON, WI 53703  
PHONE: (608) 252-1570  
EMAIL: MGAUGER@MGE.COM

**CATV:**  
CHARTER COMMUNICATIONS  
PATRICK DOWNEY - BUSINESS DEV. SPECIALIST  
2701 DANIELS ST  
MADISON, WI 53718  
EMAIL: DOWNEY@CHARTER.COM  
PHONE: (608) 381-1570

**DIGGERS HOTLINE**  
Dial **811** or (800) 242-8511  
[www.DiggersHotline.com](http://www.DiggersHotline.com)

NOTE:  
UTILITY LOCATIONS SHOWN ON PLANS ARE APPROXIMATE AND CONTRACTOR SHALL HAVE APPROPRIATE UTILITY MARK EXACT LOCATIONS PRIOR TO CONSTRUCTION.

PROJECT DATE:	DRAWN BY:	NO.	DATE	REVISION	BY
	AJM	1	05/14/2024	SIP SUBMITTAL	AJM
	DESIGNED BY:				
	AJM				
	CHECKED BY:				
	CKP				

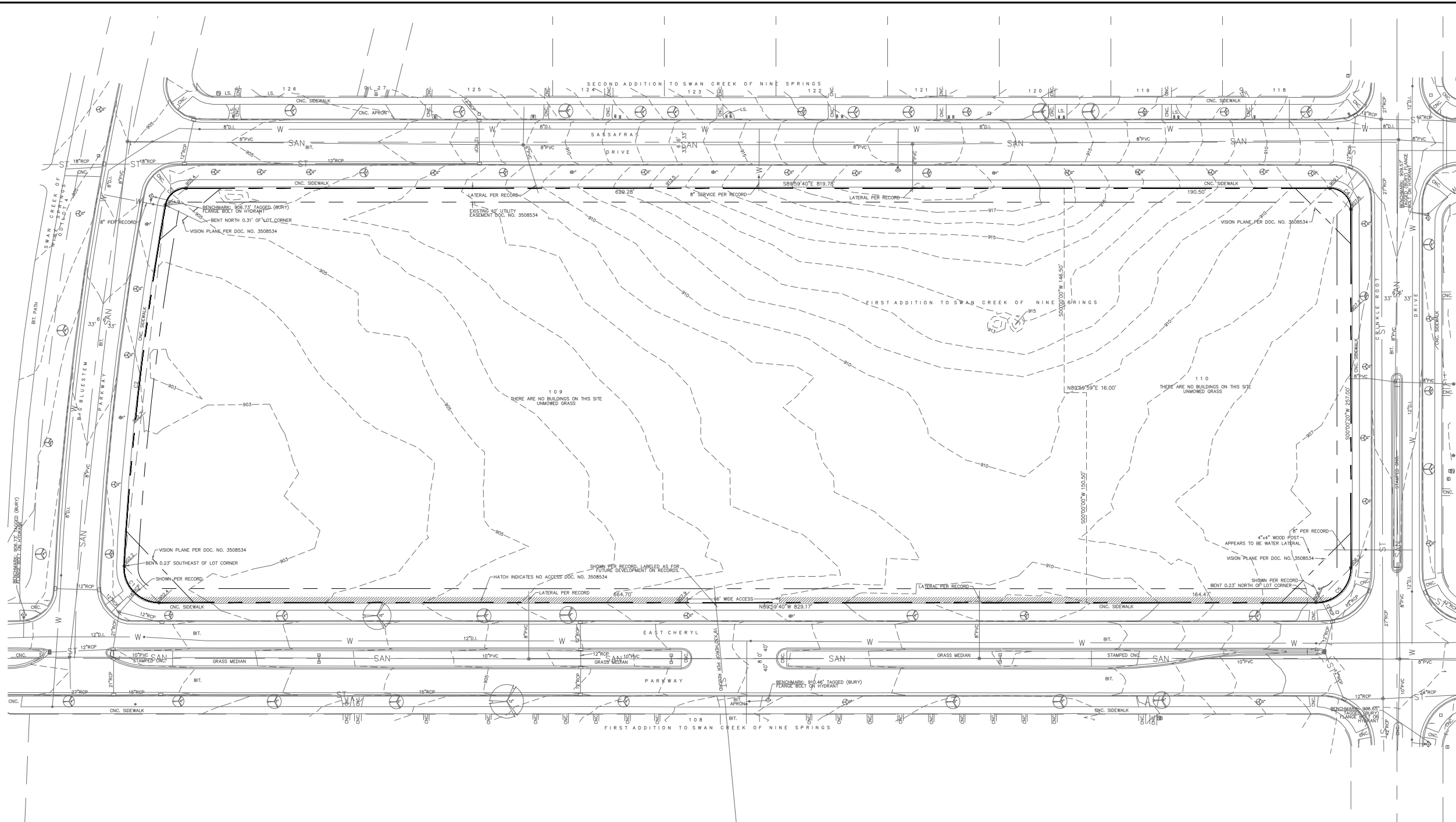


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INSPIRATION AT SWAN CREEK  
CITY OF FITCHBURG  
DANE COUNTY, WISCONSIN

TITLE SHEET

PROJECT NO.  
22281000  
SHEET  
1



**STORM SEWER AND SANITARY SEWER ELEVATION TABLE**

NUMBER	RIM/TC	INVERT ELEV.	INVERT ELEV.	INVERT ELEV.	INVERT ELEV.
INL01	907.81	NW 904.41	S 904.41		
INL02	907.73	N 903.94	W 903.71		
MH03	908.92	N 897.97	E 897.92	SE 898.22	W 897.90
INL04	904.89	NE 901.18	W 901.14		
INL05	904.95	SW 901.33			
MH06	905.01	NE 893.14	E 893.16	SW 893.05	
INL07	904.76	W 901.12	E 901.14		
INL08	901.60	E 898.85			
INL09	901.76	W 898.79	SE 898.76		
INL10	902.07	NE 898.37	S 898.19	W 898.85	
INL11	902.10	N 898.18	S 898.16		
INL12	902.00	N 897.97	E 897.95	W 897.92	
INL13	902.23	E 898.42	W 898.40		
INL14	902.24	NW 898.93			
INL15	901.67	E 899.50			
MH16	902.09	NW 898.60	NE 898.59	SE way back	SW 898.56
MH17	901.90	NE 889.33	E 889.15	S 889.25	W 889.20
INL18	906.42	N 901.57	W 901.55		
INL19	906.36	N 901.64	S 901.62		
INL20	906.32	N 902.84	S 902.84		
INL21	906.46	S 902.91			
MH22	905.57	N 891.32	N 888.11	E 887.96	W 888.04
MH23	911.10	N 901.00	N 887.05	E 886.87	W 886.98
INL24	906.29	NW way back	NE 902.34	SW 902.29	
INL25	905.77	NE 901.54	SE 901.47		
INL26	905.84	NW 899.40	E 899.36		
INL27	905.61	SW 902.81			
MH28	905.81	N 886.21	E 886.33	S 886.05	W 886.19
MH29	905.19	N 896.77	E 896.44	S way back	W way back
INL30	905.58	SE 902.86			
MH31	906.97	N 890.48	E 890.82	S 890.45	W 890.88
MH32	907.41	N 894.05	E 894.08	S 893.90	W 893.91
MH33	907.18	NW way back	N 901.28	E 902.27	S 901.18
INL34	907.24	SE 903.71	S 903.73		
INL35	907.86	N 904.16			
MH36	918.52	E 907.67	S 908.06	W 907.76	

**GENERAL NOTES**

- EXISTING CONDITIONS SHOWN ARE FROM A SURVEY CONDUCTED BY BURSE ENGINEERING, INC., DATED 12/01/2014. MSA PROFESSIONALS INC. (MSA) TAKES NO RESPONSIBILITY FOR ACCURACY OF ANY EXISTING CONDITIONS ELEVATIONS OR BENCHMARKS. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS.
- THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR THEIR OWN

DETERMINATION AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. IF ADDITIONAL UTILITIES ARE KNOWN TO EXIST IN THE PROPERTY, THE OWNER WILL PROVIDE EXISTING PLANS OF OTHER UTILITIES SERVING THE SITE AND THE BUILDING THAT OTHERWISE CANNOT BE LOCATED BY A VISUAL INSPECTION OF THE PROPERTY OR OF WHICH THE SURVEYOR WOULD HAVE NO KNOWLEDGE.

3. ALL WORK IN THE RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE CITY OF FITCHBURG REQUIREMENTS.

**LEGEND**

○	MAG NAIL SET	— SAN —	SANITARY SEWER	⊠	ELECTRIC PEDESTAL
●	3/4" SOLID IRON ROD FOUND UNLESS NOTED	— ST —	STORM SEWER	⊗	UTILITY POLE
⊙	1" IRON PIPE FOUND UNLESS NOTED	— BT —	BURIED TELEPHONE	⊠	LIGHT POLE
●	FOUND NAIL	— BE —	BURIED ELECTRIC	⊠	GROUND LIGHT
○	3/4" X 18" SOLID IRON RE-ROD SET, WT. 1.50 lbs./ft.	— UTV —	BURIED CABLE ACCESS TELEVISION LINE	⊠	TELEPHONE PEDESTAL
⊗	SPOT ELEVATION	— FO —	BURIED FIBER OPTIC	⊠	FIRE HYDRANT
— 1030 —	EXISTING MINOR CONTOUR	⊕	WATER VALVE	⊠	SIGN
— 1020 —	EXISTING MAJOR CONTOUR	⊕	GAS VALVE	⊠	GUY WIRE
— OH —	OVERHEAD UTILITY WIRE	⊕	GAS METER	⊠	MAILBOX
— G —	BURIED GAS LINE	⊕	AIR CONDITIONER	⊠	BOLLARD
— W —	WATER MAIN	⊠	TV PEDESTAL	⊠	STORM SEWER INLET

- ⊕ ELECTRIC MANHOLE
  - ⊕ TELEPHONE MANHOLE
  - ⊕ STORM SEWER MANHOLE
  - ⊕ UTILITY HANDHOLE
  - ⊠ STORM SEWER STRUCTURE
  - ⊕ SANITARY SEWER MANHOLE
  - LS LANDSCAPED
  - ⊕ DECIDUOUS TREE
  - ⊕ CONIFEROUS TREE
  - ( ) INDICATES RECORDED AS
- DISTANCES ARE MEASURED TO THE NEAREST HUNDRETH OF A FOOT. BUILDINGS ARE MEASURED TO THE NEAREST TENTH OF A FOOT.

PROJECT DATE:	DRAWN BY: AJM	NO. 1	DATE 05/14/2024	REVISION	BY
	DESIGNED BY: AJM			SIP SUBMITTAL	AJM
	CHECKED BY: CKP				

PLOT DATE: 6/11/2024 12:24 PM, G:\22\2228\22281000\CADD\Construction Documents\22281000 Existing Conditions.dwg

**MSA**

ENGINEERING | ARCHITECTURE | SURVEYING  
 FUNDING | PLANNING | ENVIRONMENTAL  
 1702 Pankratz St Madison, WI 53704  
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**INSPIRATION AT SWAN CREEK**  
 CITY OF FITCHBURG  
 DANE COUNTY, WISCONSIN

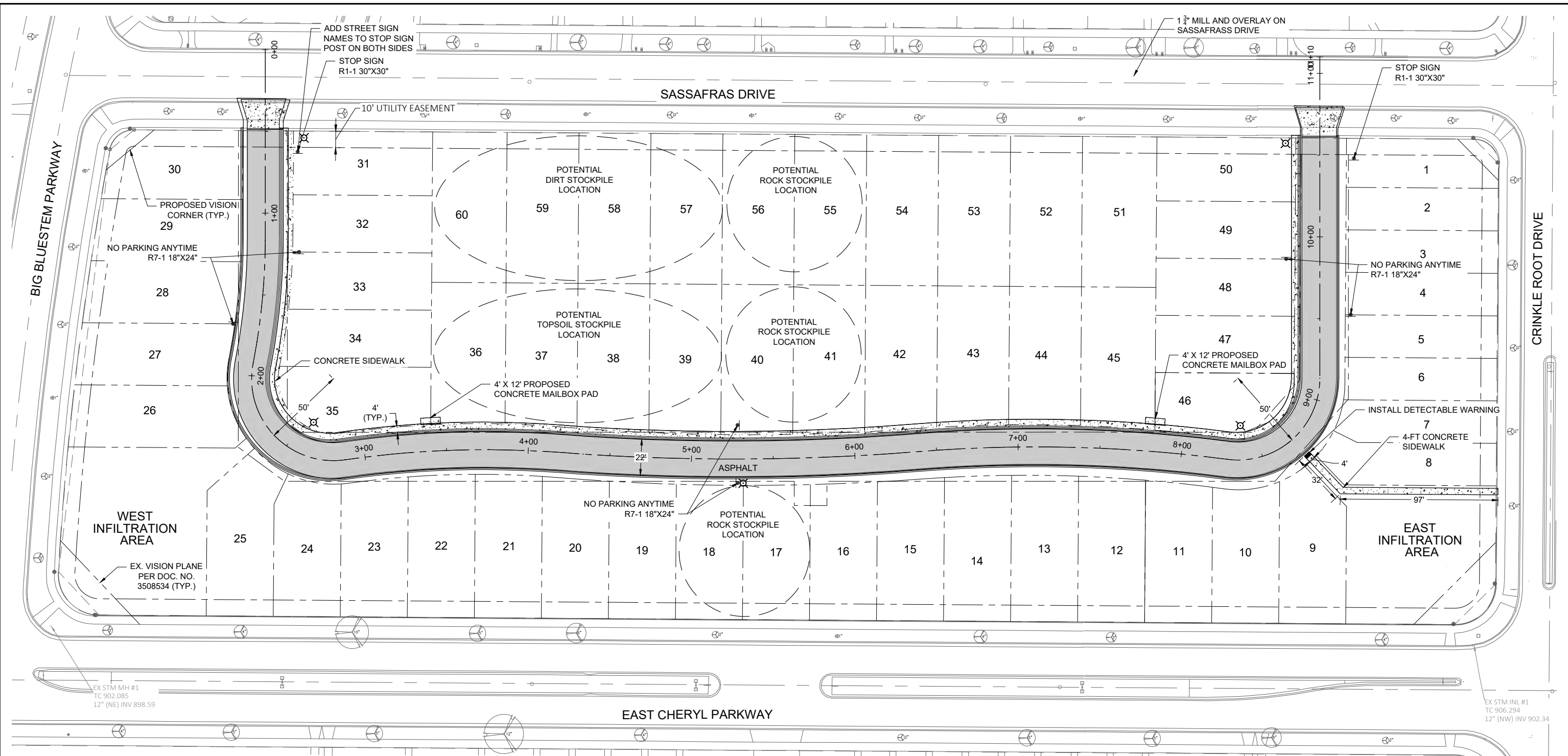
**EXISTING CONDITIONS**

PROJECT NO. 22281000  
SHEET C110

**DIGGERS HOTLINE**

Dial 811 or (800) 242-8511

www.DiggersHotline.com



- NOTES**
1. ALL WORK IN THE RIGHT-OF-WAY AND COMMON ELEMENT FOR THE PRIVATE ROADWAY SHALL BE IN ACCORDANCE WITH THE CITY OF FITCHBURG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST ADDITION.
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  3. ALL RADII ARE TO THE FACE OF CURB.
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  5. SIGNS TO MEET MANUAL ON UNIFORM TRAFFIC CONTROL AS TO COLOR, LETTERING AND DIMENSIONS AND SHALL BE INSTALLED AT A HEIGHT OF SEVEN FEET.
  6. PROVIDE SIDEWALK CONSTRUCTION JOINTS AT EVEN SPACING AT A DISTANCE APART EQUAL TO THE SIDEWALK WIDTH AND AS IS TYPICAL IN CONCRETE CONSTRUCTION.
  7. A CITY OF FITCHBURG STREET OPENING PERMIT IS REQUIRED FOR ALL WORK WITHIN THE RIGHT OF WAY.

**SITE INFORMATION**

SITE ADDRESS: EAST CHERYL PARKWAY  
 LOT ACREAGE: 5.905 AC  
 USE OF PROPERTY: RESIDENTIAL  
 ZONING: PLANNED DEVELOPMENT DISTRICTS - SIP  
 PROPOSED ZONING: PLANNED DEVELOPMENT DISTRICTS - SPECIFIC IMPLEMENTATION PLAN

SETBACKS:  
 FRONT YARD: 10 FT

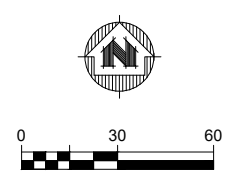
MAXIMUM PROJECT AREA COVERAGE: 54%  
 MINIMUM OPEN SPACE REQUIRED: 30%

EXISTING IMPERVIOUS SURFACE AREA: 0 SQ.FT.  
 PROPOSED IMPERVIOUS SURFACE AREA: 117,494 SQ.FT.

PERCENT PROJECT IMPERVIOUS:  
 EXISTING: 0 %  
 MAXIMUM PROPOSED: 54 %

OPEN SPACE  
 EXISTING: 100 %  
 MINIMUM PROPOSED: 46 %

DISTURBANCE LIMITS: 257,241 SQ.FT.



**LEGEND**

	PROPERTY LINE
	UTILITY EASEMENT
	CONDO UNIT LINES
	PRO ASPHALT
	PRO CONCRETE

**NOT FOR CONSTRUCTION**

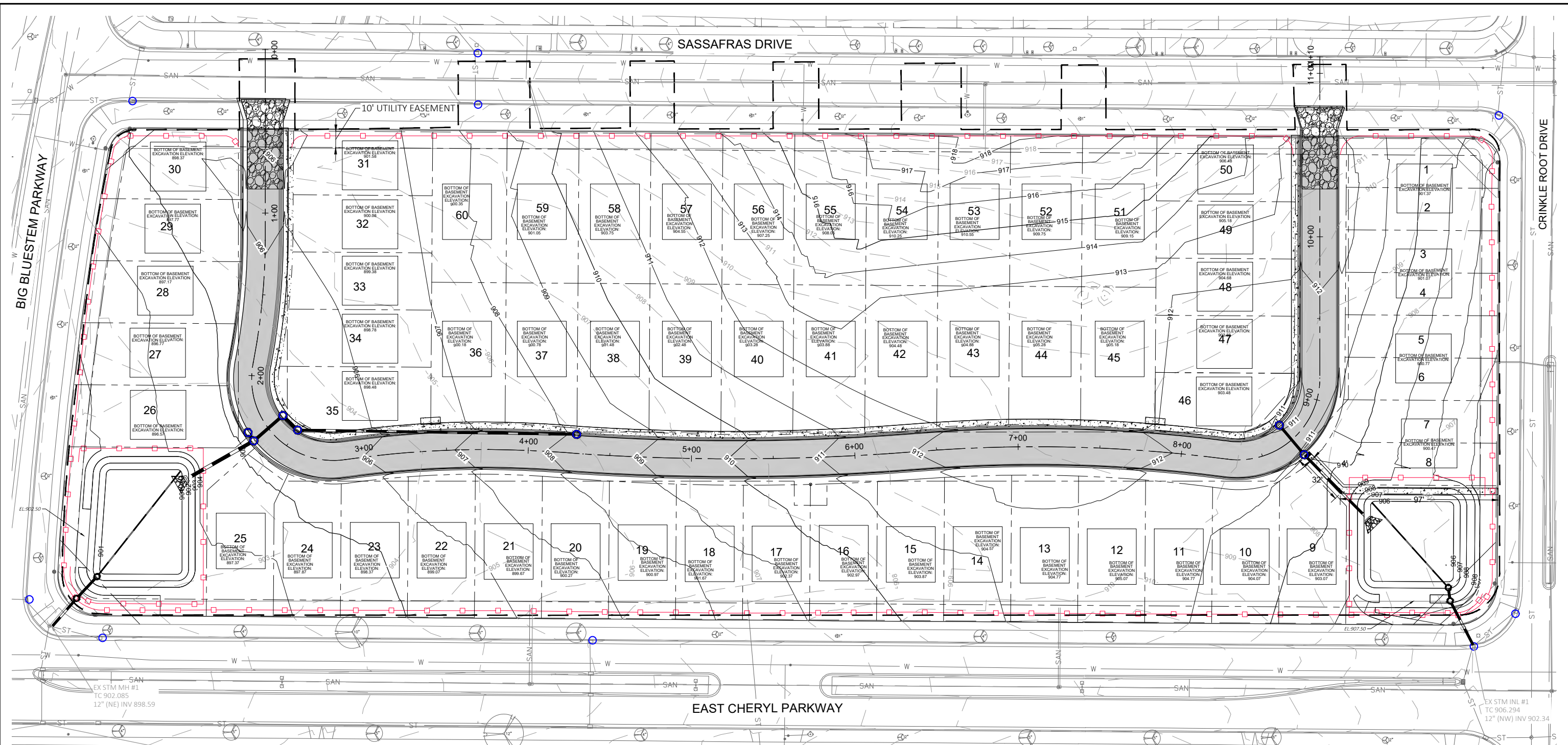
PROJECT DATE:	NO.	DATE	REVISION	BY
DRAWN BY: AJM	1	05/14/2024	SIP Submittal	AJM
DESIGNED BY: AJM				
CHECKED BY: CKP				

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INSPIRATION AT SWAN CREEK  
 CITY OF FITCHBURG  
 DANE COUNTY, WISCONSIN

SITE PLAN	PROJECT NO. 22281000
	SHEET C120



- GENERAL NOTES**
- EXISTING CONDITIONS SHOWN ARE FROM SURVEY PROVIDED BY BURSE SURVEYING AND ENGINEERING, INC. MSA PROFESSIONAL SERVICES, INC. (MSA) TAKES NO RESPONSIBILITY FOR ACCURACY OF ANY EXISTING CONDITIONS ELEVATIONS OR BENCHMARKS.
  - ALL WORK IN THE RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH CITY OF FITCHBURG STANDARDS.
  - NO SITE GRADING SHALL BE PERFORMED OUTSIDE OF THE SILT FENCE / GRADING LIMITS / PROPERTY LINE / EASEMENTS EXCEPT AS NOTED.
  - THIS PROJECT HAS BEEN DESIGNED AND MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF FITCHBURG STANDARDS AND DEPARTMENT OF SAFETY AND PUBLIC SERVICES STANDARDS.
- GRADING NOTES**
- ALL PROPOSED GRADES SHOWN ARE FINISHED GRADES. CONTRACTOR SHALL VERIFY ALL GRADES TO MAKE SURE ALL AREAS DRAIN PROPERLY AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
  - CONTRACTOR TO DEEP TILL ALL COMPACTED PREVIOUS SURFACES PRIOR TO SEEDING AND MULCHING.
  - ALL LANDSCAPE AREAS SHALL BE RESTORED WITH A MINIMUM OF 6" OF TOPSOIL.

- CONSTRUCTION SCHEDULE**
- BEGIN CONSTRUCTION. INSTALL ALL PERIMETER EROSION CONTROL DEVICES AS SHOWN.
  - SITE MASS GRADING.
  - UTILITY CONSTRUCTION.
- EROSION CONTROL NOTES**
- ALL EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE IMPLEMENTED IN ACCORDANCE WITH THE CURRENT WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR) EROSION AND SEDIMENT CONTROL TECHNICAL STANDARDS (dnr.wi.gov).
  - EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO SITE DISTURBANCE.
  - ENGINEER / CITY OF FITCHBURG HAS THE RIGHT TO REQUIRE OWNER / CONTRACTOR TO IMPLEMENT ADDITIONAL EROSION CONTROL MEASURES AS NECESSARY.
  - EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE INSPECTED ONCE PER WEEK AND FOLLOWING EACH RAINFALL EVENT. INSPECTION REPORTING SHALL BE IN ACCORDANCE WITH CITY OF FITCHBURG REQUIREMENTS AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
  - IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN EROSION AND SEDIMENT CONTROL PRACTICES IN WORKING ORDER.

- DEWATERING PRACTICES SHALL COMPLY WITH TECHNICAL STANDARD 1061.
- ALL SLOPES EXCEEDING 20% (5:1) SHALL BE STABILIZED WITH A CLASS I, TYPE A URBAN EROSION MAT.
- DUST CONTROL SHALL BE MITIGATED IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1068.
- ALL DISTURBED AREAS SHALL BE SEEDDED AND MULCHED IMMEDIATELY FOLLOWING FINAL GRADING ACTIVITIES.
- SEED MIX AND RATE SHALL BE, AT A MINIMUM, IN ACCORDANCE WITH WDNR TECHNICAL STANDARD 1059.
- TRACKED SOIL FROM THE SITE TO STREETS SHALL BE REMOVED AT THE END OF EACH WORKDAY OR AS DIRECTED BY THE CITY ENGINEER.
- INSTALL PERIMETER CONTROLS ON THE DOWNSLOPE SIDE OF STOCKPILES AND PROVIDE TEMPORARY SEEDING ON STOCKPILES WHICH ARE TO REMAIN IN PLACE FOR MORE THAN SEVEN (7) DAYS.
- BIORETENTION FACILITIES MUST BE USED AS A TEMPORARY SEDIMENT BASIN DURING CONSTRUCTION.
  - GRADE FACILITY TO BOTTOM OF ENGINEERED SOIL MIX, PROVIDING A 3' DEEP SEDIMENT STORAGE SUMP DURING CONSTRUCTION.
  - AFTER PLANT INFRASTRUCTURE CONSTRUCTION IS COMPLETE AND LOTS ARE RESTORED, REMOVE ACCUMULATED SEDIMENT AND EXCAVATE TO BOTTOM OF PEA GRAVEL LAYER.
  - INSTALL PEA GRAVEL LAYER, UNDERDRAIN, ENGINEERED SOIL MIX, AND RESTORE WITH PLUGS.

**LEGEND**

- PROPERTY LINE
- BUILDING SETBACK/ UTILITY EASEMENT
- PRO ASPHALT
- PRO CONCRETE
- EXISTING MINOR CONTOURS
- EXISTING MAJOR CONTOURS (5-FT)
- PROPOSED MINOR CONTOURS
- PROPOSED MAJOR CONTOURS (5-FT)
- CONDO UNIT LINES

0 30 60

**NOT FOR CONSTRUCTION**

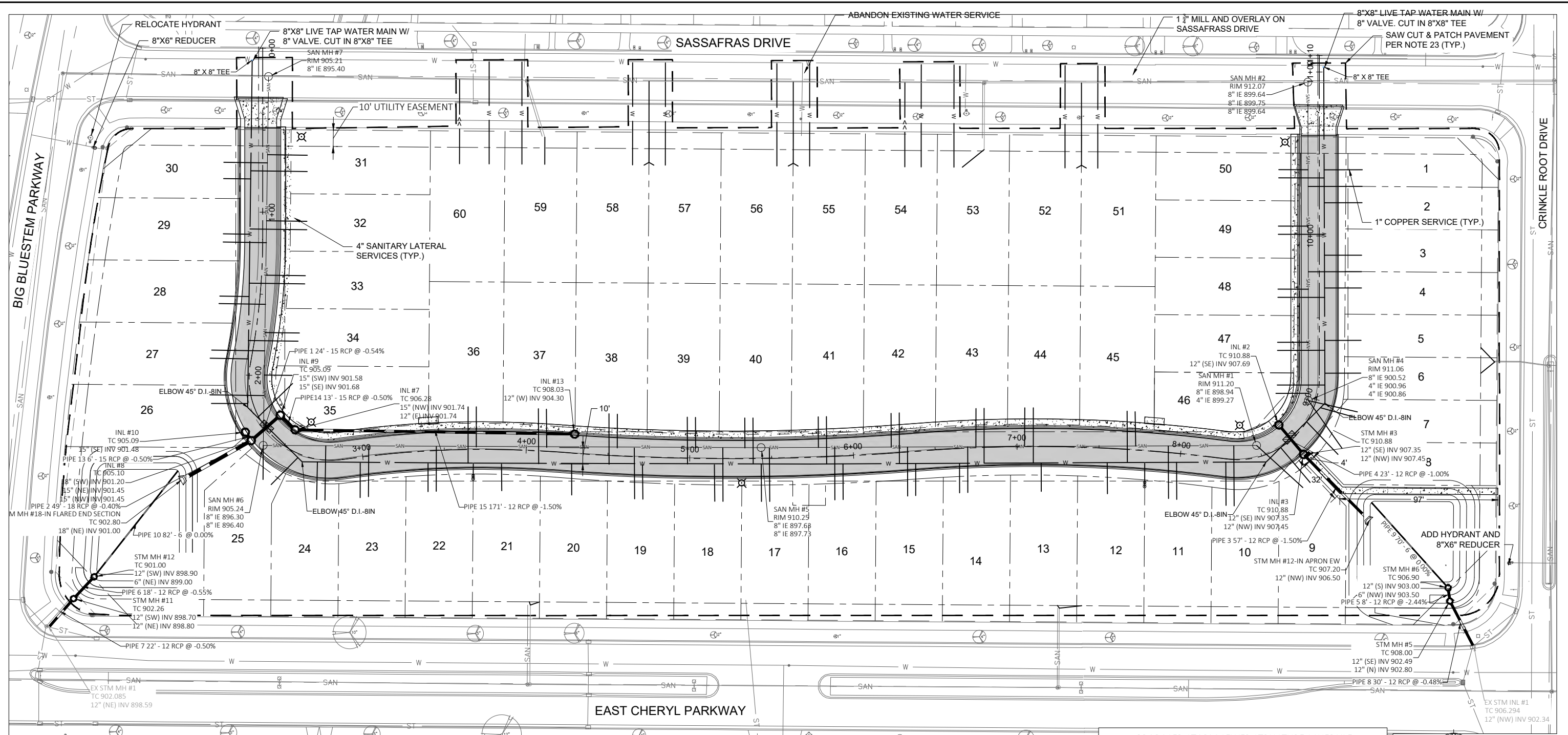
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INSPIRATION AT SWAN CREEK  
 CITY OF FITCHBURG  
 DANE COUNTY, WISCONSIN

PROJECT NO. 22281000
SHEET C130



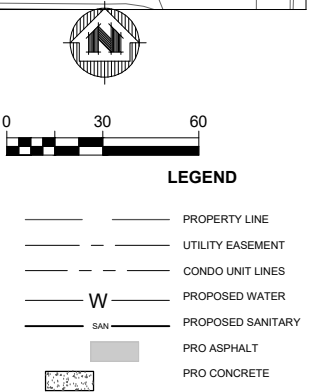
**UTILITY PLAN NOTES**

- PER CITY ORDINANCE, CONTRACTORS ARE NOT ALLOWED TO OPERATE CITY OWNED VALVES. THE CONTRACTOR SHALL CALL THE FITCHBURG UTILITY AT 270-4270 FOR OPERATION OF THESE VALVES 48 HOURS IN ADVANCE OF CONNECTION.
- SAFE SAMPLE RESULTS NEED TO BE PROVIDED TO THE FITCHBURG UTILITY PRIOR TO INSTALLING COPPER WATER SERVICES AND PRIOR TO PRESSURE TEST. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT THE EXISTING VALVES WILL HOLD THE PRESSURE TEST PRIOR TO CONNECTION. THE CITY IS NOT RESPONSIBLE FOR ANY COST INCURRED DUE TO THE CONTRACTOR NOT VERIFYING THAT THE EXISTING VALVE WILL HOLD THE PRESSURE TEST PRIOR TO CONNECTION. IF A NEW VALVE IS REQUIRED, THE APPLICANT WILL BE REQUIRED TO INSTALL ONE AT THEIR EXPENSE AT THE POINT OF CONNECTION.
- DIMENSIONS TAKE PRECEDENCE OVER SCALE. CONTRACTOR TO VERIFY ALL DIMENSIONS IN FIELD.
- LENGTHS OF ALL UTILITIES ARE TO CENTER OF STRUCTURES OR FITTINGS AND MAY VARY SLIGHTLY FROM PLAN. LENGTHS SHALL BE VERIFIED IN THE FIELD DURING CONSTRUCTION.
- CONTRACTOR SHALL VERIFY ALL ELEVATIONS, LOCATIONS, AND SIZES OF SANITARY, WATER AND STORM LATERALS AND CHECK ALL UTILITY CROSSINGS FOR CONFLICTS.
- THE PROPOSED IMPROVEMENTS MUST BE CONSTRUCTED IN ACCORDANCE WITH ENGINEERING PLANS DESIGNED TO MEET ORDINANCES AND REQUIREMENTS OF THE MUNICIPALITY AND WISDOT, WISDPS, AND WDRN.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR:
  - EXAMINING ALL SITES CONDITIONS RELATIVE TO THE CONDITIONS INDICATED ON THE ENGINEERING DRAWINGS. ANY DISCREPANCIES ARE TO BE REPORTED TO THE ENGINEER AND RESOLVED PRIOR TO THE START OF CONSTRUCTION.
  - OBTAINING ALL PERMITS INCLUDING PERMIT COSTS, TAP FEES, METER DEPOSITS, BONDS, AND ALL OTHER FEES REQUIRED FOR PROPOSED WORK TO OBTAIN OCCUPANCY.
  - VERIFYING UTILITY ELEVATIONS AND NOTIFYING ENGINEER OF ANY DISCREPANCY. NO WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS RESOLVED.

- NOTIFYING ALL UTILITIES PRIOR TO THE INSTALLATION OF ANY UNDERGROUND IMPROVEMENTS. NOTIFYING THE DESIGN ENGINEER AND MUNICIPALITY 48 HOURS PRIOR TO THE START OF CONSTRUCTION TO ARRANGE FOR APPROPRIATE CONSTRUCTION OBSERVATION.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE ENGINEER WITH AS-BUILT CONDITIONS OF THE DESIGNATED IMPROVEMENTS IN ORDER THAT THE APPROPRIATE DRAWINGS CAN BE PREPARED. IF REQUIRED, ANY CHANGES TO THE DRAWINGS OR ADDITIONAL ITEMS MUST BE REPORTED TO THE ENGINEER AS WORK PROGRESSES.
- THE PRIME CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL CONSTRUCTION WITH OTHER CONTRACTORS INVOLVED WITH CONSTRUCTION OF THE PROPOSED DEVELOPMENT AND FOR REPORTING ANY ERRORS OR DISCREPANCIES BETWEEN THESE PLANS AND PLANS PREPARED BY OTHERS.
- ANY SANITARY SEWER, SANITARY SEWER SERVICES, WATER MAIN, WATER SERVICES, STORM SEWER, OR OTHER UTILITIES, WHICH ARE DAMAGED BY THE CONTRACTORS, SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.
- MINIMUM 6.5' COVER OVER WATER MAINS, UP TO AND INCLUDING HYDRANTS.
- GRANULAR BACKFILL MATERIALS ARE REQUIRED IN ALL UTILITY TRENCHES UNDER SIDEWALKS AND PROPOSED PAVED AREAS (UNLESS OTHERWISE SPECIFIED IN THE GEOTECHNICAL REPORT). ALL UTILITY TRENCH BACKFILL SHALL BE COMPACTED PER SPECIFICATIONS. ALL PAVEMENT PATCHING SHALL COMPLY WITH THE CITY OF FITCHBURG STANDARD SPECIFICATIONS AND ALL OTHER PATCHING REQUIREMENTS OF THE CITY. ADDITIONAL PAVEMENT MILLING AND OVERLAY MAY BE REQUIRED BY PERMIT.
- CONTRACTOR SHALL NOTIFY THE CITY OF FITCHBURG PUBLIC WORKS DEPARTMENT A MINIMUM OF 48 HOURS BEFORE CONNECTING TO PUBLIC UTILITIES.
- IN ACCORDANCE WITH ACT 425 OF THE WISCONSIN LEGISLATURE, LOCATED IN SECTION 182.0715(2) OF THE STATE STATUTES AND OTHER APPLICABLE REQUIREMENTS, ALL NON-METALLIC BUILDING SEWER AND WATER SERVICES MUST BE ACCOMPANIED BY MEANS OF LOCATING UNDERGROUND PIPE. TRACER WIRE VALVE BOXES SHALL BE INSTALLED ON ALL LATERALS AND AS INDICATED ON THESE PLANS.
- ALL EXTERIOR CLEANOUTS SHALL BE PROVIDED WITH A FROST SLEEVE IN ACCORDANCE WITH SPS 382.35(5)(a) AND SPS 384.30(2)(c).
- ALL PRIVATE SANITARY BUILDING SEWER PIPE AND TUBING SHALL CONFORM TO SPS 384.30-3.
- SANITARY SEWER BETWEEN MH#1 AND MH#2 IS REQUIRED TO BE INSTALLED PER THE LATEST EDITION OF THE CITY OF FITCHBURG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. SANITARY IS PUBLIC.
- ALL PRIVATE PIPE AND TUBING FOR WATER SERVICE SHALL CONFORM TO SPS 384.30-7.
- CONTRACTOR SHALL VERIFY AND COORDINATE ALL UTILITY CONNECTIONS WITH THE BUILDING PRIOR TO CONSTRUCTION.
- ALL CONNECTIONS TO PUBLIC WATER MAIN AND SANITARY MANHOLES SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITION OF THE CITY OF FITCHBURG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- OPEN PICKHOLES ARE PROHIBITED IN SANITARY MANHOLES.
- PAVEMENT PATCH SHALL CONSIST OF:
  - 12" OF CRUSHED AGGREGATE BASE COURSE (8" OF 3" DENSE AND 4" OF 1-1/4" DENSE)
  - 4-1/2" ASPHALT PATCH
- WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CITY OF FITCHBURG STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
- ALL SANITARY LATERALS SHALL BE 4" UNLESS OTHERWISE MARKED. 4" SANITARY LATERALS SHALL BE INSTALLED AT A 2% SLOPE.

Pipe Table				
NAME	SIZE	LENGTH	SLOPE	MATERIAL
PIPE 1	15"	24'	-0.54%	RCP
PIPE 2	18"	49'	-0.40%	RCP
PIPE 3	12"	57'	-1.50%	RCP
PIPE 4	12"	23'	-1.00%	RCP
PIPE 5	12"	8'	-2.44%	RCP
PIPE 6	12"	18'	-0.55%	RCP
PIPE 7	12"	22'	-0.50%	RCP
PIPE 8	12"	30'	-0.48%	RCP
PIPE 9	6"	70'	0.00%	RCP
PIPE 10	6"	82'	0.00%	RCP
PIPE 13	15"	6'	-0.50%	RCP
PIPE 14	15"	13'	-0.50%	RCP

PROPOSED STORM SEWER STRUCTURE SCHEDULE				
Label (#)	RIM/TC	Invert	Structure Description	Grate
2	910.88		STORM MH (48 IN)	R-3362-L
3	910.88	907.45	STORM MH (48 IN)	R-3362-L
5	908.00	902.80	STORM MH (36 IN)	R-3362-L
6	906.90	903.50	STORM MH (36 IN)	R-3362-L
7	906.28	901.74	STORM MH (48 IN)	R-3362-L
8	905.10	901.45	STORM MH (48 IN)	R-3362-L
9	905.09	901.68	STORM MH (48 IN)	R-3362-L
10	905.09		STORM MH (48 IN)	R-3362-L
11	902.26	898.80	STORM MH (36 IN)	R-3362-L
12	901.00	899.00	STORM MH (36 IN)	R-3362-L
12-IN APRON EW	907.20	906.50	12" APRON ENDWALL	R-3362-L
18-IN FLARED END SECTION	902.80	901.00	18" FLARED END SECTION	R-3362-L

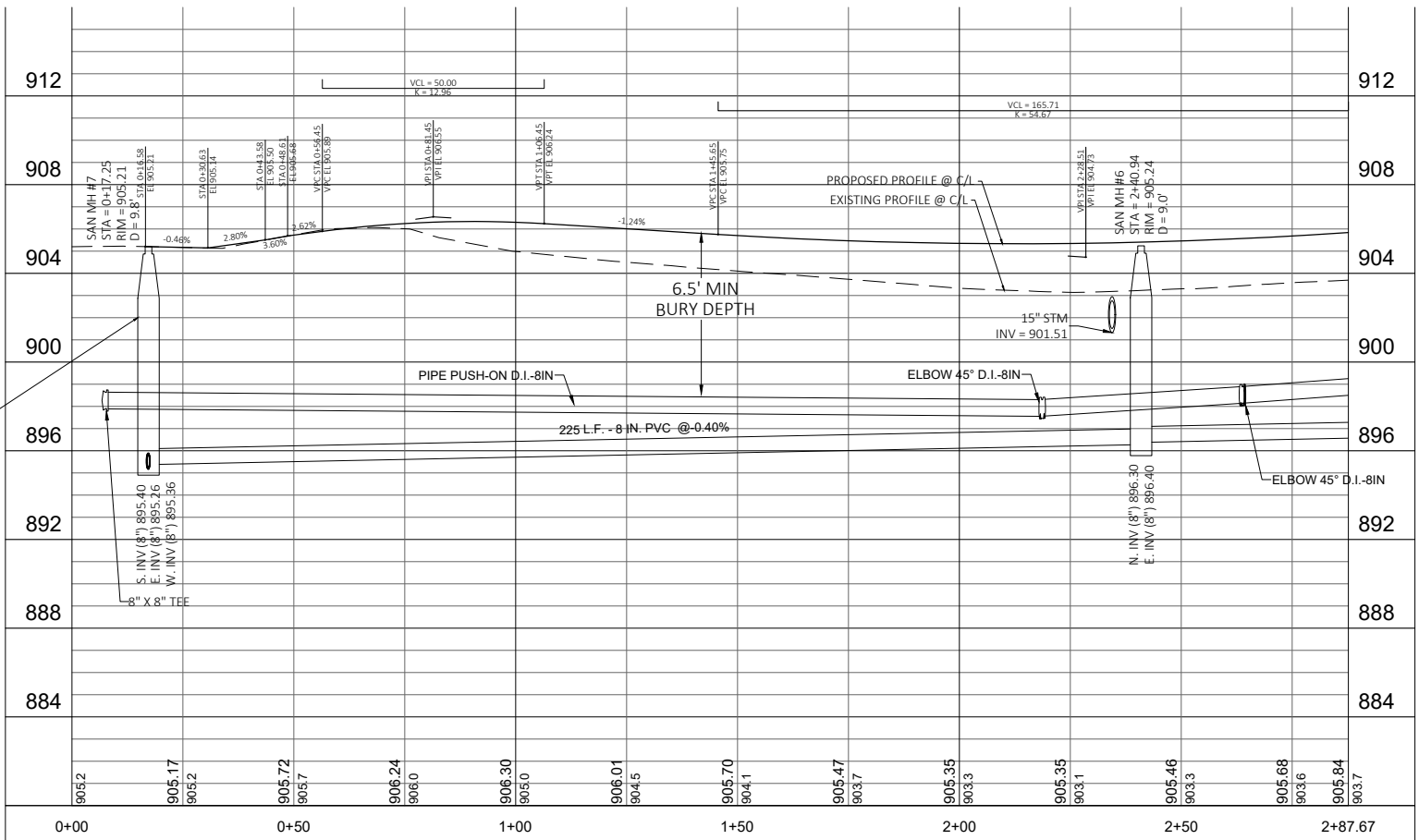
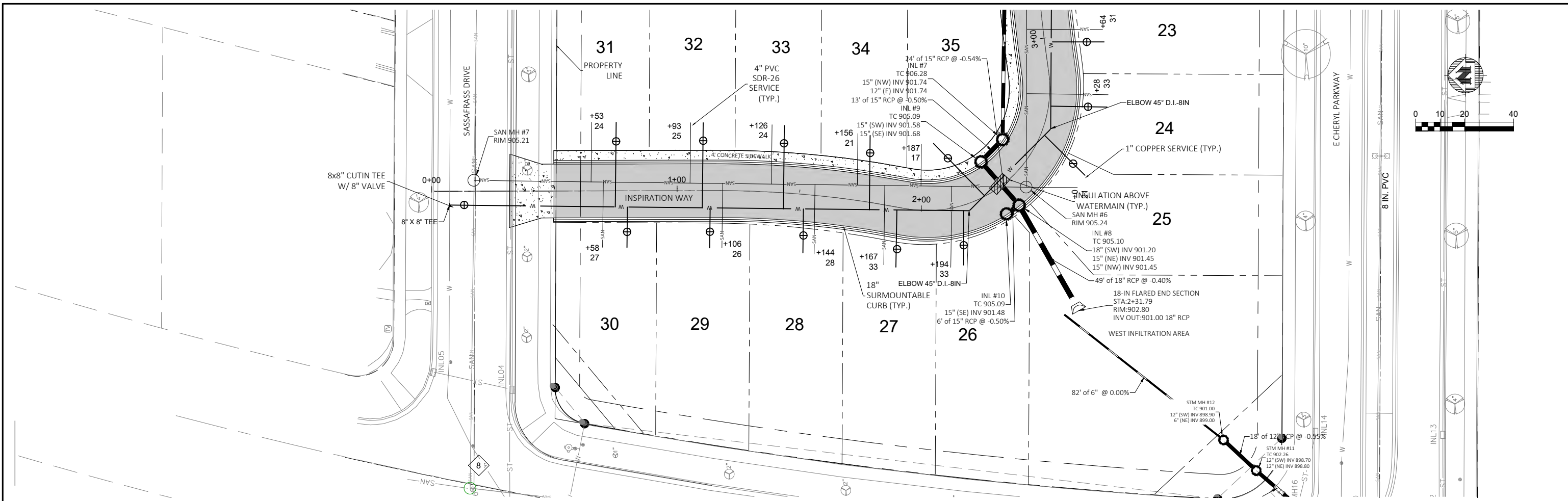


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INSPIRATION AT SWAN CREEK  
 CITY OF FITCHBURG  
 DANE COUNTY, WISCONSIN

UTILITY PLAN  
 PROJECT NO. 22281000  
 SHEET C140



INSTALL NEW 4' MANHOLE. CONTRACTOR TO CONFIRM INV. ELEVATION OF EX. SEWER BEFORE INSTALLING STRUCTURE. DOG HOUSE AND FERNOS PROHIBITED. SDR 26 SOLID SLEEVE REQUIRED AT CONNECTION.

PROJECT DATE:	DRAWN BY: AJM	NO. 1	DATE 05/14/2024	REVISION SIP SUBMITTAL	BY AJM
	DESIGNED BY: AJM				
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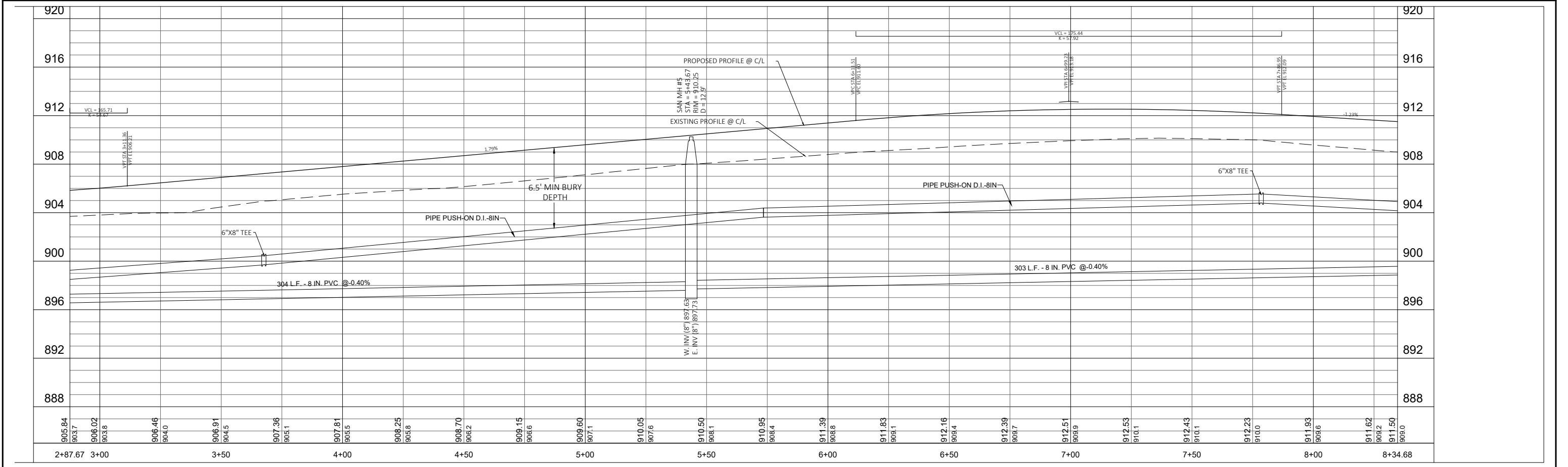
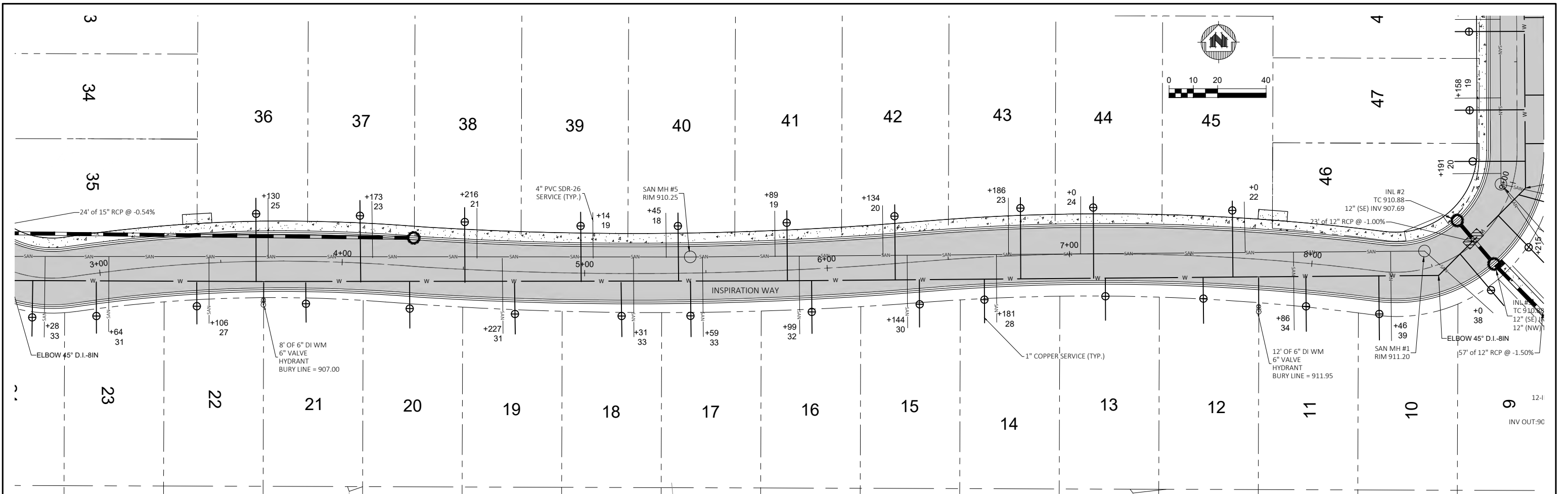
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**INSPIRATION AT SWAN CREEK**  
 CITY OF FITCHBURG  
 DANE COUNTY, WISCONSIN

0+00.00 TO 2+87.67 INSPIRATION WAY

PROJECT NO. 22281000  
 SHEET C141

PLOT DATE: 6/11/2024 5:44 PM, G:\22\22281\22281000\CADD\Construction Documents\22281000 C141-143 Utility Plan and Profile.dwg



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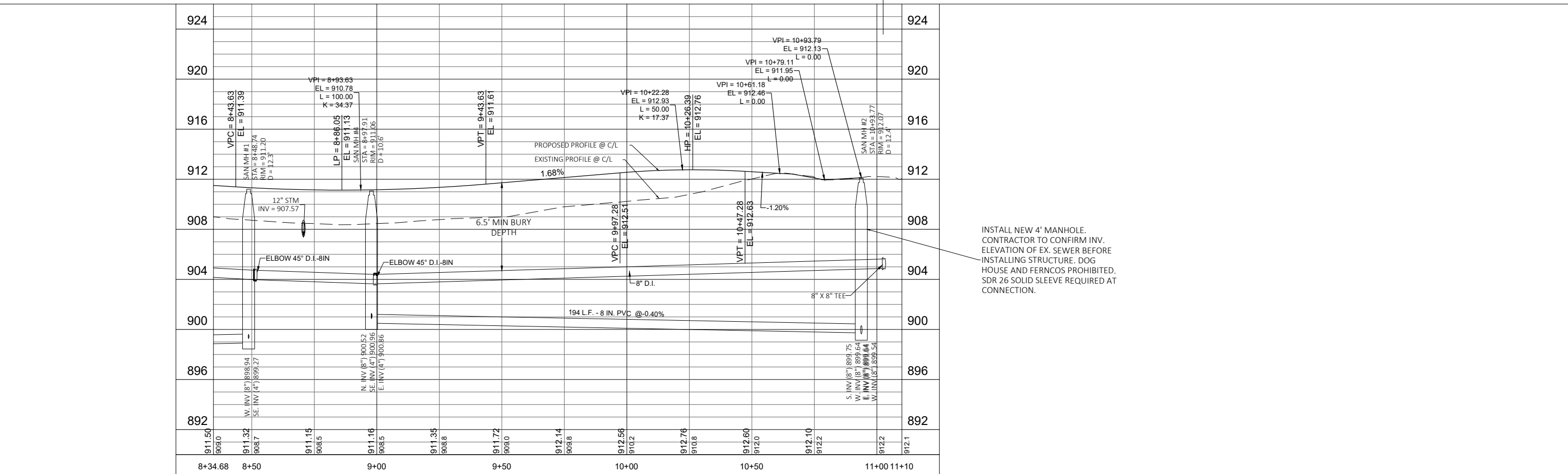
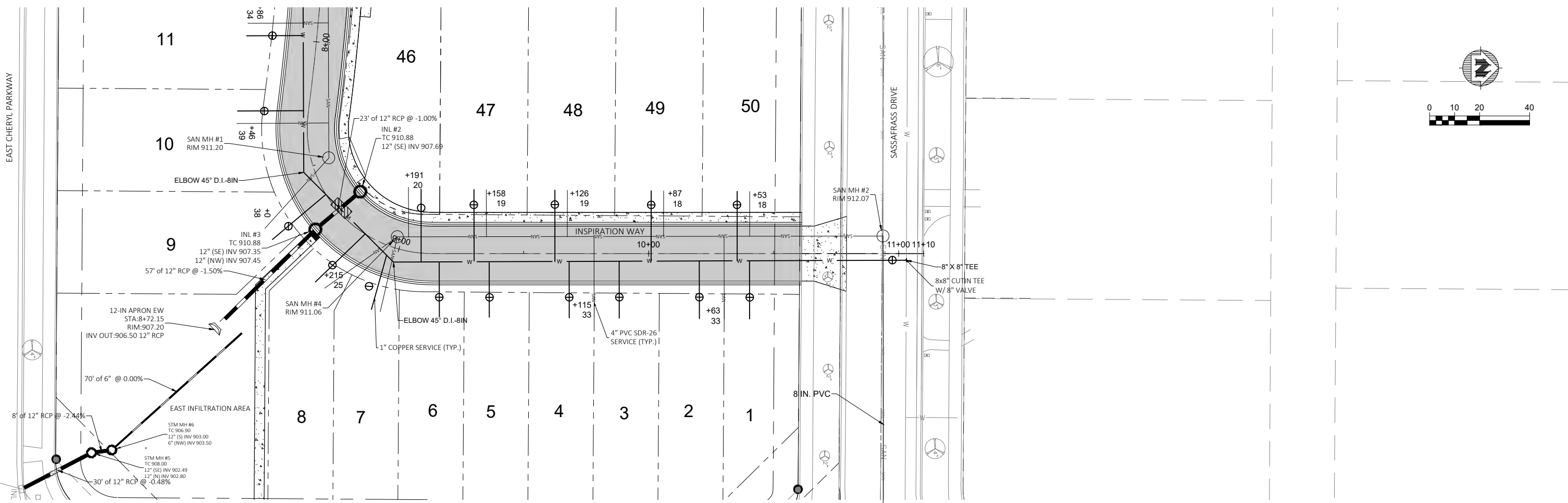
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INSPIRATION AT SWAN CREEK  
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 DANE COUNTY, WISCONSIN

2+87.67 TO 8+34.68 INSPIRATION WAY

PROJECT NO. 22281000  
 SHEET C142

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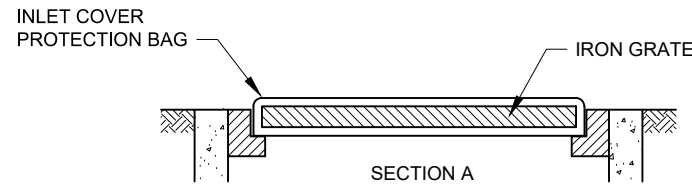
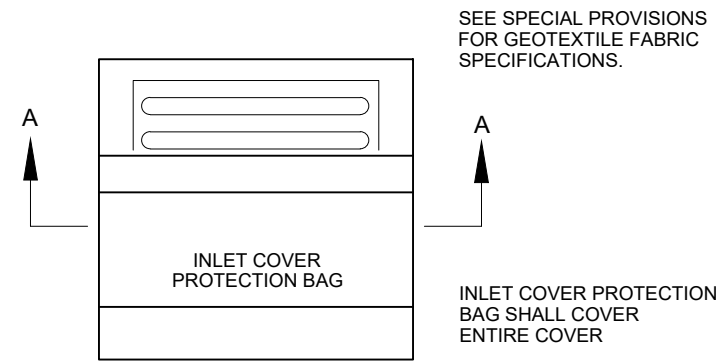
**INSPIRATION AT SWAN CREEK**  
 CITY OF FITCHBURG  
 DANE COUNTY, WISCONSIN

8+34.68 TO 11+10.00 INSPIRATION WAY

PROJECT NO.  
22281000  
 SHEET  
C143

**CONSTRUCTION SITE  
EROSION CONTROL REQUIREMENTS**

- SECTION NR216.46 OF WISCONSIN STATE ADMINISTRATIVE CODE IDENTIFIES REQUIREMENTS FOR CONSTRUCTION SITE AND POST-CONSTRUCTION EROSION CONTROL. IT IS THE INTENT OF THESE PLANS TO SATISFY THESE REQUIREMENTS. THE METHODS AND STRUCTURES USED TO CONTROL EROSION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL IMPLEMENT AN APPROPRIATE MEANS OF CONTROLLING EROSION DURING SITE OPERATION AND UNTIL THE VEGETATION IS RE-ESTABLISHED. ADJUSTMENTS TO THE CONTROL SYSTEM SHALL BE MADE AS REQUIRED.
- ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE WISCONSIN DNR'S CONSERVATION PRACTICE STANDARDS. THESE STANDARDS ARE PERIODICALLY UPDATED AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN AND REFERENCE THE MOST RECENTLY RELEASED STANDARD.
- THIS INFORMATION IS ONLY ONE PART OF THE OVERALL EROSION CONTROL REQUIREMENTS. ADDITIONAL REQUIREMENTS MAY ALSO BE SHOWN ON THE CONTRACT DRAWINGS AND IN THE ACCOMPANYING SPECIFICATIONS.
- ADDITIONAL EROSION CONTROL MEASURES, AS REQUESTED IN WRITING BY THE STATE OR LOCAL INSPECTORS, OR THE OWNER'S ENGINEER, SHALL BE INSTALLED WITHIN 24 HOURS.
- THE AREA OF EROSION EXPOSED TO THE ELEMENTS BY GRUBBING, EXCAVATION, TRENCHING, BORROW AND FILL OPERATIONS AT ANY ONE TIME SHALL BE MINIMIZED TO THE MAXIMUM EXTENT PRACTICABLE. FOR ANY DISTURBED AREA THAT REMAINS INACTIVE FOR GREATER THAN 7 WORKING DAYS, OR WHERE GRADING WORK EXTENDS BEYOND THE PERMANENT SEEDING DEADLINES, THE SITE MUST BE TREATED WITH TEMPORARY STABILIZATION MEASURES SUCH AS SOIL TREATMENT, TEMPORARY SEEDING AND/OR MULCHING. ALL DISTURBED AREAS SHALL BE TREATED WITH PERMANENT STABILIZATION MEASURES WITHIN 3 WORKING DAYS OF FINAL GRADING.
- ALL EROSION CONTROL MEASURES AND STRUCTURES SERVING THE SITE MUST BE INSPECTED AT LEAST WEEKLY OR WITHIN 24 HOURS OF THE TIME 0.5 INCHES OF RAIN HAS OCCURRED. ALL NECESSARY REPAIR AND MAINTENANCE WILL BE DONE AT THIS INSPECTION TIME.
- ALL EROSION CONTROL DEVICES AND/OR STRUCTURES SHALL BE PROPERLY INSTALLED PRIOR TO CLEARING AND GRUBBING OPERATIONS WITHIN THEIR RESPECTIVE DRAINAGE AREAS. THESE SHALL BE PROPERLY MAINTAINED FOR MAXIMUM EFFECTIVENESS UNTIL VEGETATION IS RE-ESTABLISHED.
- ALL EROSION CONTROL DEVICES SHALL BE PROPERLY INSTALLED PRIOR TO ANY SOIL DISTURBANCE.
- ANY SLOPES STEEPER THAN 3H:1V SHALL BE STAKED WITH EROSION CONTROL FABRIC UNLESS INDICATED ON THE PLAN.
- ALL WASTE AND UNUSED BUILDING MATERIALS (INCLUDING GARBAGE, DEBRIS, CLEANING WASTES, WASTEWATER, TOXIC MATERIALS, OR HAZARDOUS MATERIALS) SHALL BE PROPERLY DISPOSED OF AND NOT ALLOWED TO BE CARRIED OFF-SITE BY RUNOFF OR WIND.
- WIND EROSION SHALL BE KEPT TO A MINIMUM DURING CONSTRUCTION. WATERING, MULCH, OR A TACKING AGENT MAY BE REQUIRED TO PROTECT NEARBY RESIDENCES AND WATER RESOURCES.
- CHANNELIZED RUNOFF ENTERING THE PROJECT SITE FROM ADJOINING LANDS SHALL BE DIVERTED THROUGH NATURALLY OR ARTIFICIALLY EROSION-RESISTANT CONVEYANCES. IF CHANNELIZED RUNOFF CANNOT BE DIVERTED, SITE BEST MANAGEMENT PRACTICES MUST ACCOUNT FOR THE ADDITIONAL FLOW RATES AND EROSION POTENTIAL THAT SUCH RUNOFF PRESENTS.
- THE CONTRACTOR SHALL TAKE ALL POSSIBLE PRECAUTIONS TO PREVENT SOILS FROM BEING TRACKED ONTO PUBLIC OR PRIVATE ROADWAYS. PAVED SURFACES ADJACENT TO CONSTRUCTION SITE VEHICLE ACCESS SHALL BE SWEEP AND/OR SCRAPED (NOT FLUSHED) PERIODICALLY TO REMOVE SOIL, DIRT, AND/OR DUST.
- EROSION CONTROLS SHALL BE INSTALLED ON THE DOWNSTREAM SIDE OF TEMPORARY STOCKPILES. ANY SOIL STOCKPILE THAT REMAINS FOR MORE THAN 7 DAYS SHALL BE COVERED OR TREATED WITH STABILIZATION PRACTICES SUCH AS TEMPORARY OR PERMANENT SEEDING AND MULCHING. ALL STOCK PILES SHALL BE PLACED AT LEAST 75 FEET FROM STREAMS OR WETLANDS.
- ADDITIONAL EROSION CONTROL FOR UTILITY CONSTRUCTION (STORM SEWER, SANITARY SEWER, WATER MAIN, ETC.) SHALL INCLUDE THE FOLLOWING:
  - PLACE EXCAVATED TRENCH MATERIAL ON THE HIGH SIDE OF THE TRENCH.
  - BACKFILL, COMPACT, AND STABILIZE THE TRENCH IMMEDIATELY AFTER PIPE CONSTRUCTION.
  - DISCHARGE OF TRENCH WATER OR DEWATERING EFFLUENT MUST BE PROPERLY TREATED TO REMOVE SEDIMENT IN ACCORDANCE WITH THE WDNR CONSERVATION PRACTICE STANDARD 1061 - DEWATERING OR A SUBSEQUENT WDNR DEWATERING STANDARD PRIOR TO DISCHARGE INTO A STORM SEWER, DITCH, DRAINAGEWAY, OR WETLAND OR LAKE.
- ALL DRAINAGE CULVERTS, STORM DRAIN INLETS, MANHOLES, OR ANY OTHER EXISTING STRUCTURES THAT COULD BE DAMAGED BY SEDIMENTATION SHALL BE PROTECTED ACCORDING TO THE VARIOUS METHODS PROVIDED IN THE PRINTED CONSERVATION PRACTICE STANDARDS.
- ANY SOIL EROSION THAT OCCURS AFTER FINAL GRADING AND/OR STABILIZATION MUST BE REPAIRED AND THE STABILIZATION WORK REDONE.
- THE FIRST SIX WEEKS AFTER INITIAL STABILIZATION, ALL NEWLY SEEDED AND MULCHED AREAS SHALL WATERED WHENEVER 7 DAYS ELAPSE WITHOUT A RAIN EVENT.
- WHEN THE DISTURBED AREA HAS BEEN STABILIZED BY PERMANENT VEGETATION OR OTHER MEANS, TEMPORARY BMP'S SUCH AS SILT FENCES, STRAW BALES, AND SEDIMENT TRAPS SHALL BE REMOVED AND THESE AREAS STABILIZED.
- ALL TEMPORARY BEST MANAGEMENT PRACTICES SHALL BE MAINTAINED UNTIL THE SITE IS STABILIZED.
- ALL DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED WITH SEED AND MULCH UNLESS OTHERWISE SPECIFIED. A MINIMUM OF FOUR INCHES OF TOPSOIL SHALL BE APPLIED TO ALL AREAS TO BE SEEDED OR SODDED.

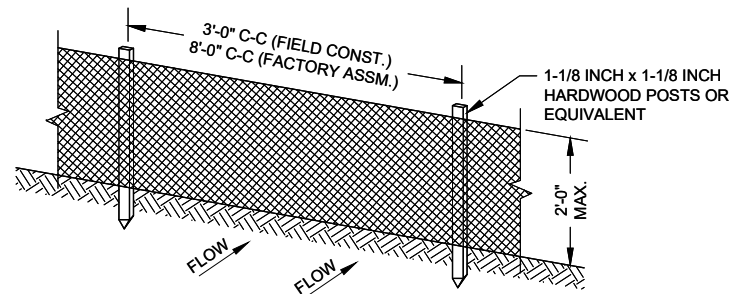
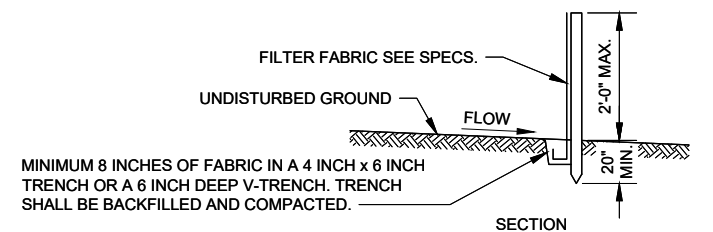


**INLET COVER PROTECTION**  
NO SCALE

**GENERAL NOTES - INLET PROTECTION**

INLET PROTECTION DEVICES SHALL BE MAINTAINED OR REPLACED AT THE DIRECTION OF THE ENGINEER. MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE DEPARTMENT'S EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

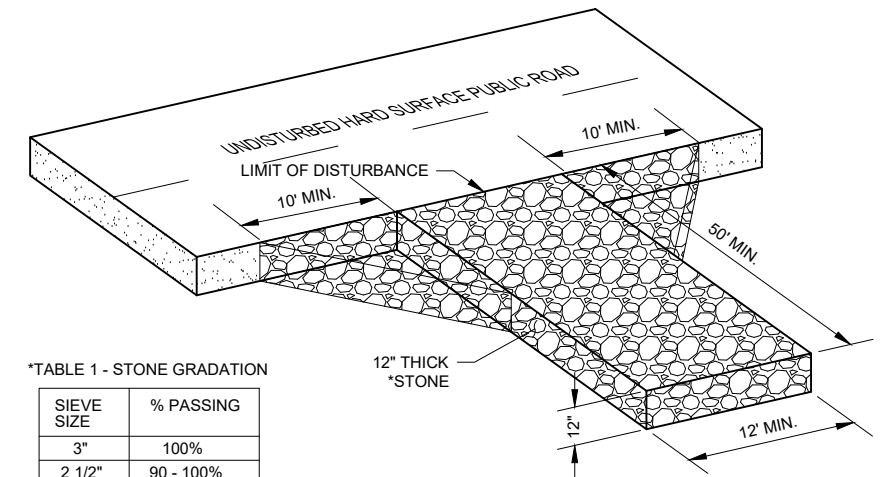
- FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
- FOR INLET PROTECTION, TYPE C (WITH CURB BOX), AN ADDITIONAL 18" OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.
- FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2X4.



**GENERAL NOTES:**

- ENDS OF FENCE SHALL BE TURNED UPSLOPE 1 TO 2 FEET IN ELEVATION TO PREVENT FLANKING.
- STAPLE FABRIC WITH 1/2 INCH (MINIMUM) STAPLES TO THE UPSLOPE SIDE OF THE POSTS.
- WHEN TWO SECTIONS OF FILTER FABRIC ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY SIX INCHES AND FOLDED.

**TYPICAL SILT FENCE INSTALLATION AT SITE PERIMETER DETAIL**  
NO SCALE



**\*TABLE 1 - STONE GRADATION**

SIEVE SIZE	% PASSING
3"	100%
2 1/2"	90 - 100%
1 1/2"	25 - 60%
3/4"	0 - 20%
3/8"	0 - 5%

**NOTES:**

- TRACKING PAD WIDTH SHALL BE AT LEAST THE FULL WIDTH OF THE EGRESS POINT OR 12' WIDE MINIMUM.
- TRACKING PAD LENGTH SHALL BE 50' FOR CONSTRUCTION SITES, 30' FOR SINGLE FAMILY RESIDENTIAL, OR AS SPECIFIED IN THE CONTRACT DOCUMENTS. LENGTH OF TRACKING PAD MAY NEED TO BE INCREASE OR ADDITIONAL SEDIMENT CONTROL PRACTICES SHALL BE INSTALLED BY THE CONTRACTOR IS SEDIMENT TRACK-OUT OCCURS.
- GEOTEXTILE FABRIC TYPE R SHALL BE INSTALLED BETWEEN THE STONE AND SUBGRADE ON SITES WHERE HIGH GROUND WATER IS OBSERVED.
- CONTRACTOR SHALL CLEAN STREET/ROADWAY ADJACENT TO ALL CONSTRUCTION ACCESS POINTS AT THE END OF EACH WORKDAY OR MORE FREQUENTLY IF REQUESTED.

**STONE TRACKING PAD**  
NO SCALE

PROJECT DATE:	DRAWN BY:	NO.	DATE	REVISION	BY
	AJM	1	05/14/2024	SIP SUBMITTAL	AJM
	DESIGNED BY:				
	CKP				

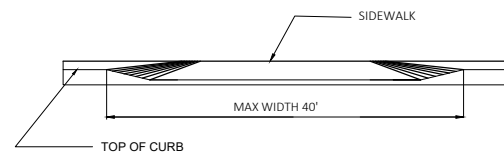


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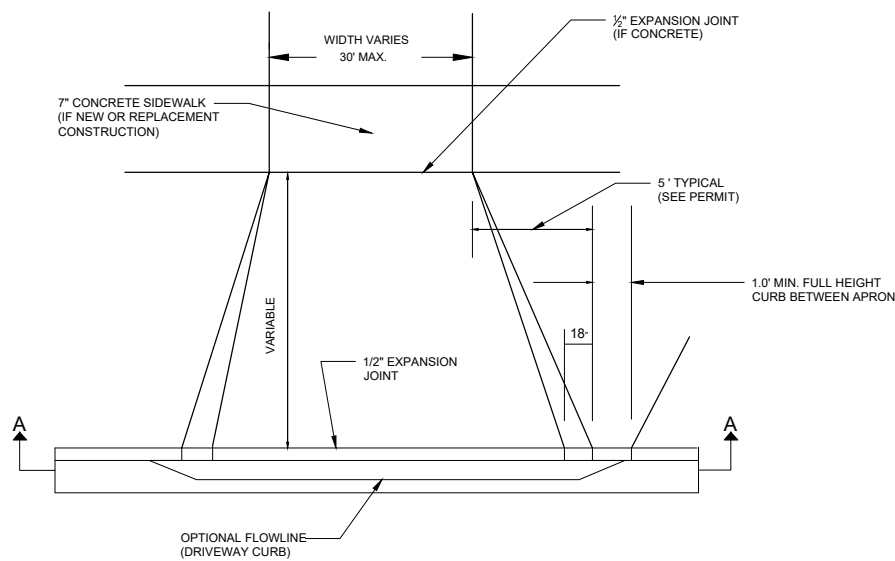
INSPIRATION AT SWAN CREEK  
CITY OF FITCHBURG  
DANE COUNTY, WISCONSIN

EROSION CONTROL DETAILS

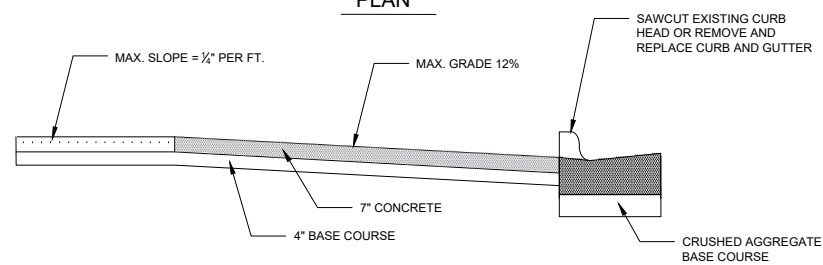
PROJECT NO.  
22281000  
SHEET  
C500



SECTION A-A

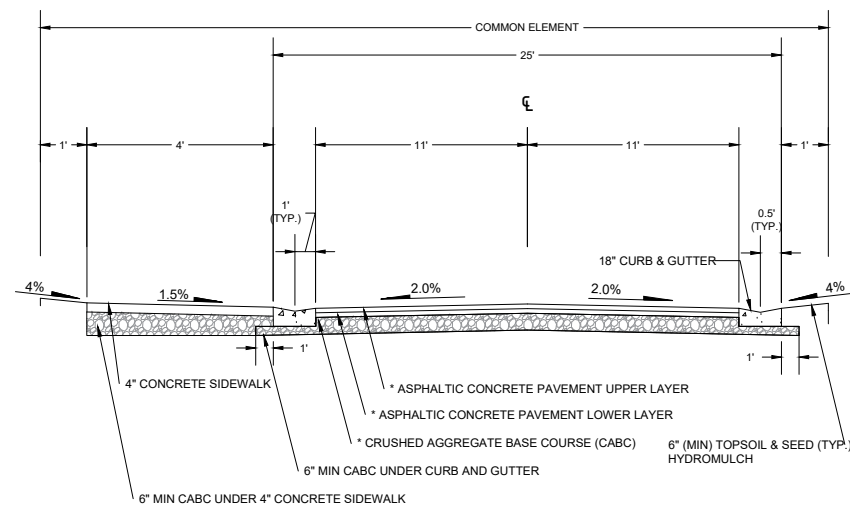


PLAN



PROFILE

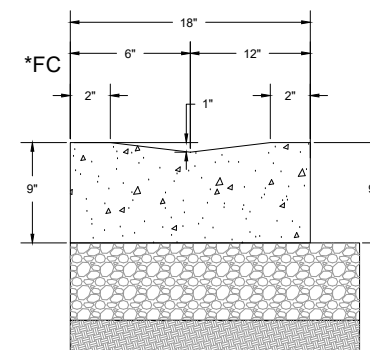
08 COMMERCIAL DRIVEWAY DETAIL  
C501



\* City of Fitchburg Minimum New Pavement Design

Type	Crushed Aggregate Base Course		Asphaltic Concrete Pavement	
	Lower Layer	Upper Layer	Lower Layer	Upper Layer
Residential	Dense 3" 7"-8"	Dense 1 1/4" 4"-5"	Type I 2 1/2"	Type I 1 3/4"

09 INSPIRATION WAY TYPICAL SECTION  
C501



\*FC = FACE OF CURB

05 18" CURB  
C501

PROJECT DATE:	DRAWN BY:	NO.	DATE	REVISION	BY:
	AJM	1	05/14/2024	SIP SUBMITTAL	AJM
	AJM	-	-	-	-
	CKP	-	-	-	-

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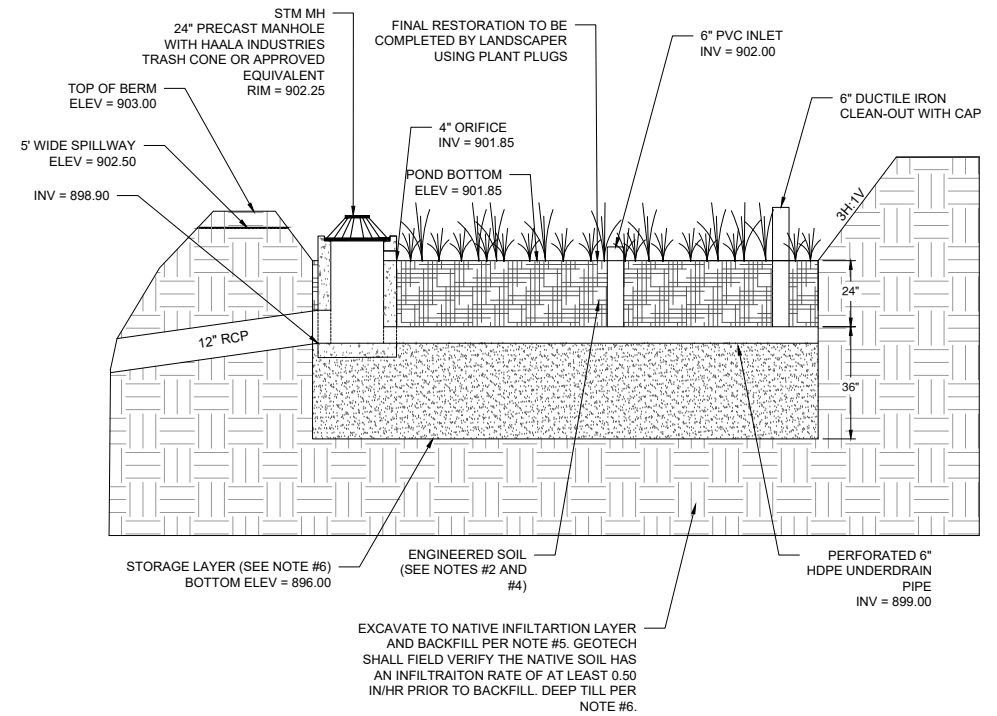


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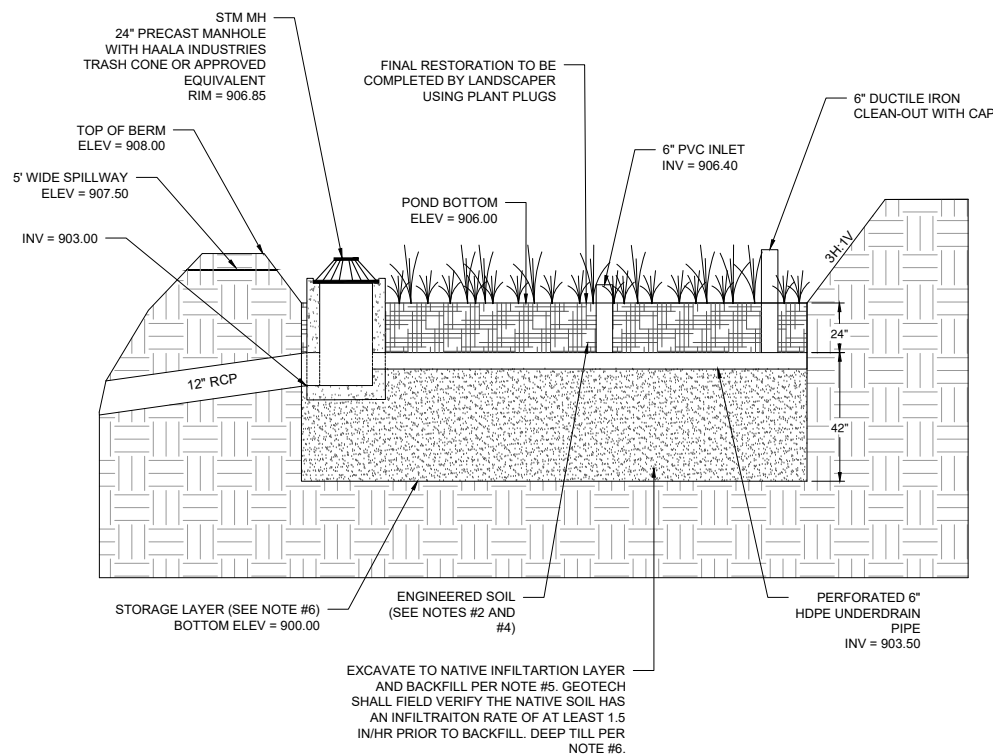
INSPIRATION AT SWAN CREEK  
CITY OF FITCHBURG  
DANE COUNTY, WISCONSIN

CIVIL DETAILS

PROJECT NO.  
22281000  
SHEET  
C501



01 WEST BIORETENTION FACILITY  
C502



03 EAST BIORETENTION FACILITY  
C502

**GENERAL NOTES:**

1. GEOTECH SHALL VERIFY NATIVE SOIL LAYER, STORAGE LAYER MATERIAL, AND ENGINEERED SOIL.
2. ENGINEERED SOIL SHALL CONSIST OF A MIXTURE OF 70 TO 85% SAND AND 15 TO 30% COMPOST. COMPOST SHALL BE CERTIFIED ACCORDING TO WDNR SPECIFICATION S100. GEOTECH SHALL FIELD VERIFY MATERIAL PRIOR TO INSTALLATION.
3. CONSTRUCTION METHODS SHALL FOLLOW WISCONSIN DNR TECHNICAL STANDARD 1004.
4. FILTER FABRIC SHALL BE INSTALLED OVER THE UNDERDRAIN PIPE AND SHALL NOT EXTEND MORE THAN TWO FEET FROM EITHER SIDE OF THE PIPE.
5. ENGINEERED SOIL SHALL BE PRE-MIXED PRIOR TO PLACEMENT AND THE MOISTURE CONTENT SHALL BE LOW TO AVOID COMPACTION AND CLUMPING. THE ENGINEERED SOIL SHALL BE PLACED IN MULTIPLE LIFTS, EACH APPROXIMATELY 12-INCHES IN DEPTH. ENGINEERED SOIL CAN BE CAREFULLY TAPPED WITH A BUCKET OR SIMILAR METHOD TO PROVIDE FIRM SURFACE FOR SEEDING BUT COMPACTION WITH HEAVY EQUIPMENT OR VIBRATING PLATE-STYLE COMPACTORS SHALL NOT BE USED.
6. STORAGE LAYER SHALL BE EITHER SAND OR GRAVEL, IN ACCORDANCE WITH WISCONSIN DNR TECHNICAL STANDARD 1004, MEETING THE FOLLOWING REQUIREMENTS:
  - 6.1. GRAVEL SHALL MEET THE COARSE AGGREGATE #2 AND OTHER SPECIFICATIONS OF WISCONSIN STANDARDS AND SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, SECTION 501.2.5. GRAVEL SHALL BE DOUBLE WASHED.
  - 6.2. SAND MAY BE USED INSTEAD OF GRAVEL. SAND IS REQUIRED TO MEET USDA COURSE SAND (0.02 - 0.04 INCHES), ASTM C33 (FINE AGGREGATE CONCRETE SAND), OR WISCONSIN STANDARDS AND SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, SECTION 501.2.5.3.4 (FINE AGGREGATE CONCRETE SAND) 2005 EDITION.
7. SUB SOILS SHALL BE DEEP TURNED OVER WITH AN EXCAVATOR TO BREAK UP POTENTIAL SILT SEAMS. SOIL SHOULD BE OVER TURNED TO A DEPTH OF 5 FEET BELOW THE STORAGE LAYER.
8. FINISHED BIORETENTION SURFACE SHALL BE LEVEL WITHIN ±0.1 FEET.
9. CLASS II, TYPE B EROSION CONTROL MAT SHALL BE USED WHEN RESTORING THE FINISHED BIORETENTION DEVICES PER WISCONSIN DNR TECHNICAL STANDARD 1004. MAT SHALL BE OVERLAPPED AND ANCHORED WITH BIODEGRADABLE STAPLES (6 INCHES OR LONGER TO HOLD THE MAT TO THE MEDIA).
10. LANDSCAPER SHALL PROVIDE FINAL RESTORATION OF BIORETENTION FACILITY WITH PLANT PLUGS. SEE SHEET L100/.
11. IF AT ANY TIME DURING CONSTRUCTION OF THE BIORETENTION AREA, THE CONTRACTOR COMPACTS THE BIORETENTION AREA BEYOND THE ENGINEER'S SPECIFICATION, THE CONTRACTOR SHALL REWORK, REPLACE, AND/OR REPAIR THE INFILTRATION AREA TO THE ENGINEER'S APPROVAL.
12. ENTIRE STORMWATER OUTLET TO BE SEEDED WITH AGREGOL SHORTGRASS PRAIRIE SEED MIX AND COVER CROP OF ANNUAL RYE (OR APPROVED EQUALS), EXCEPT BIORETENTION FACILITY BOTTOM.

PROJECT DATE:	DRAWN BY:	NO.	DATE	REVISION	BY
	AJM	1	05/14/2024	SIP SUBMITTAL	AJM
	DESIGNED BY:				
	AJM				
	CHECKED BY:				
	CKP				

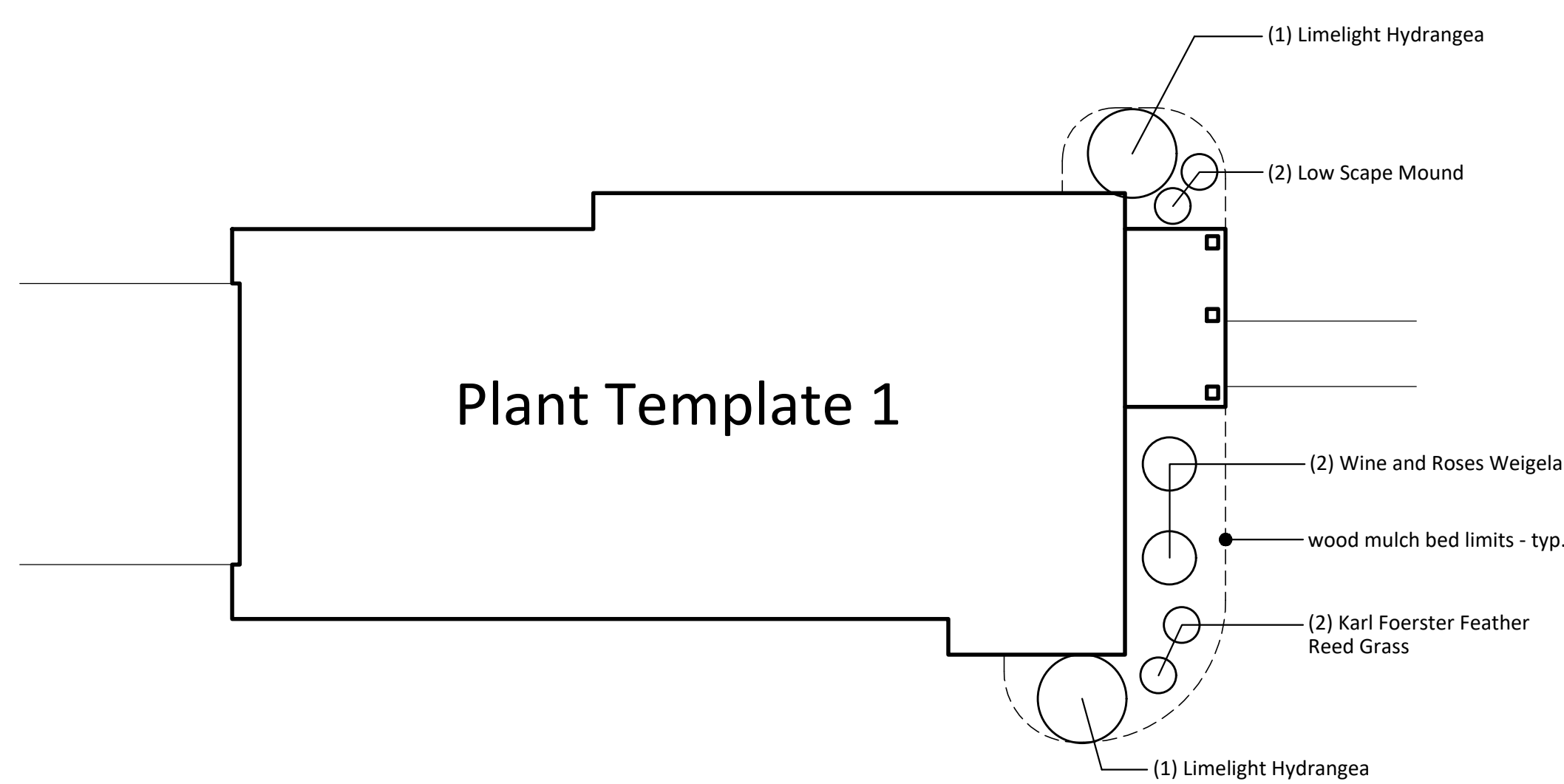
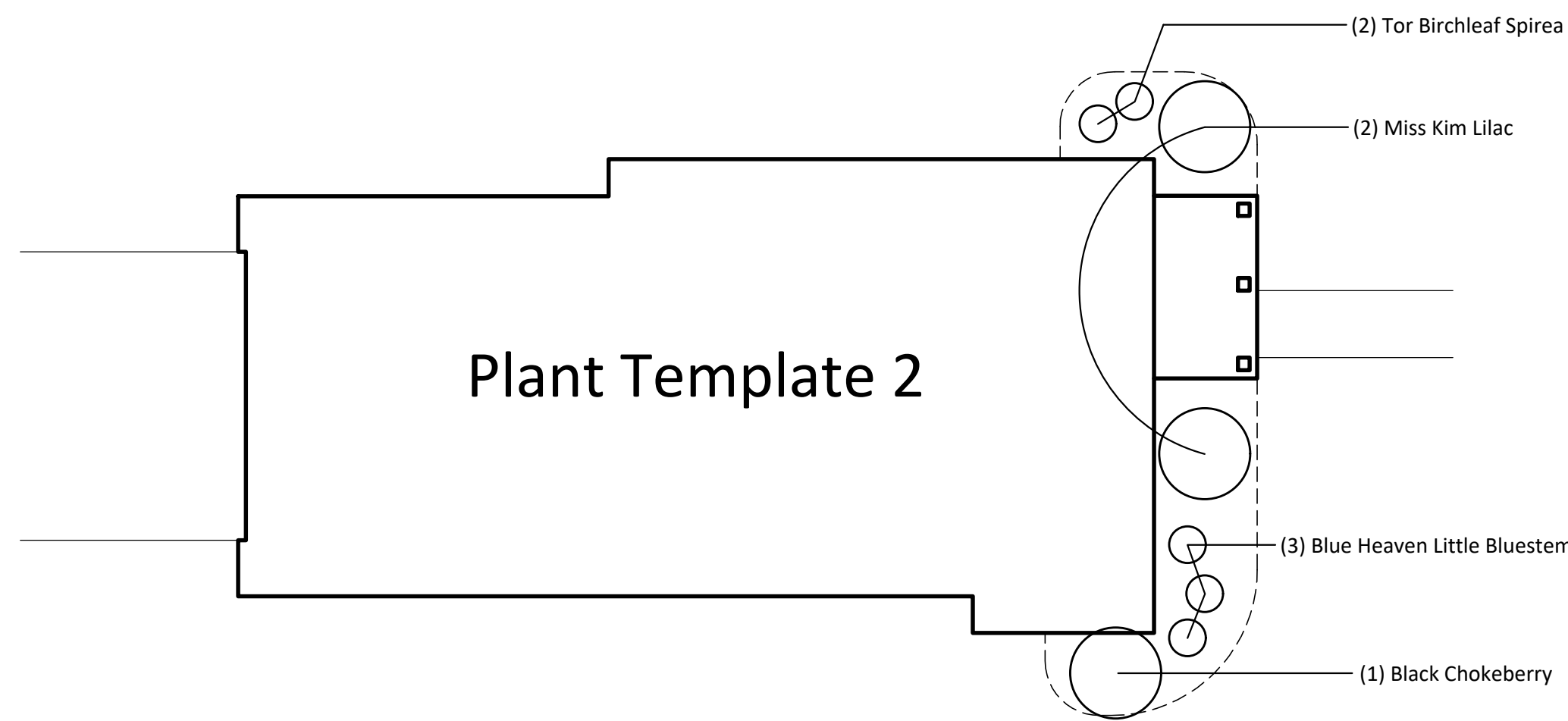
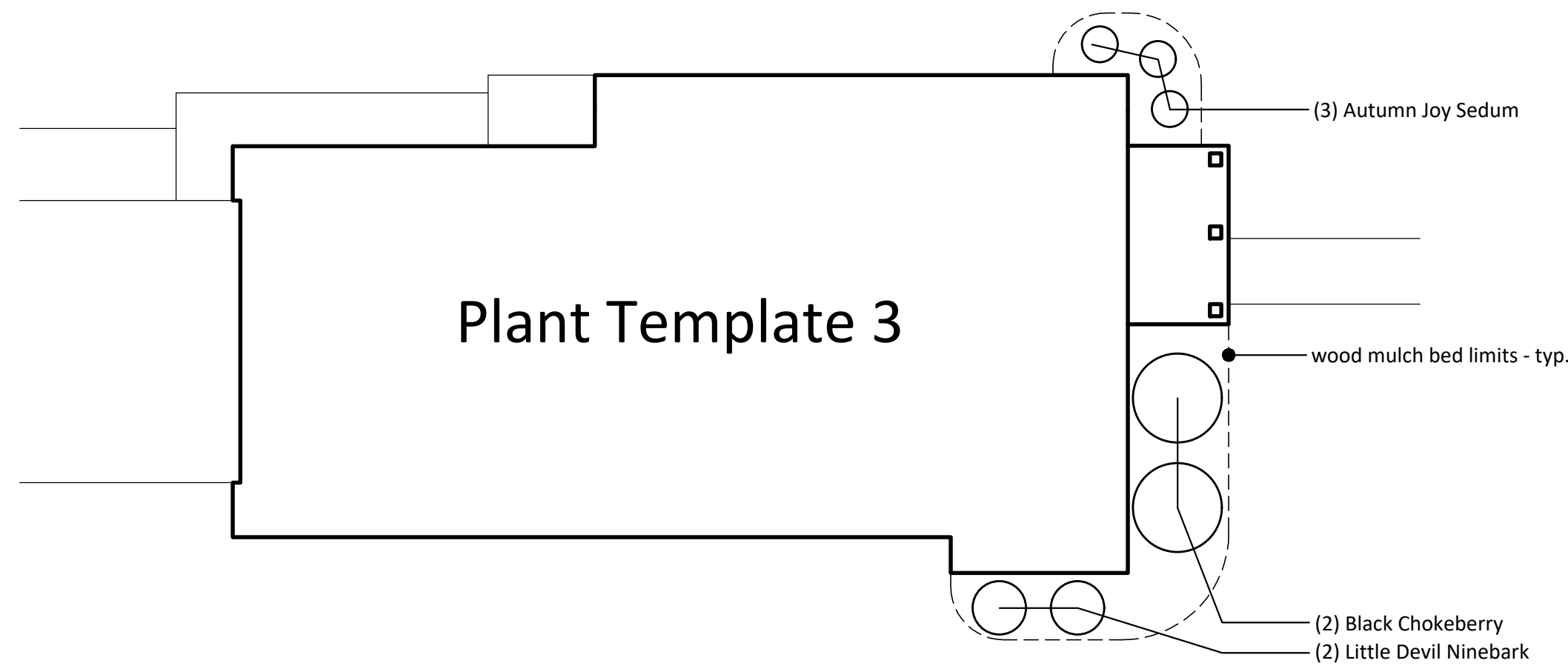


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DANE COUNTY, WISCONSIN

STORMWATER DETAILS

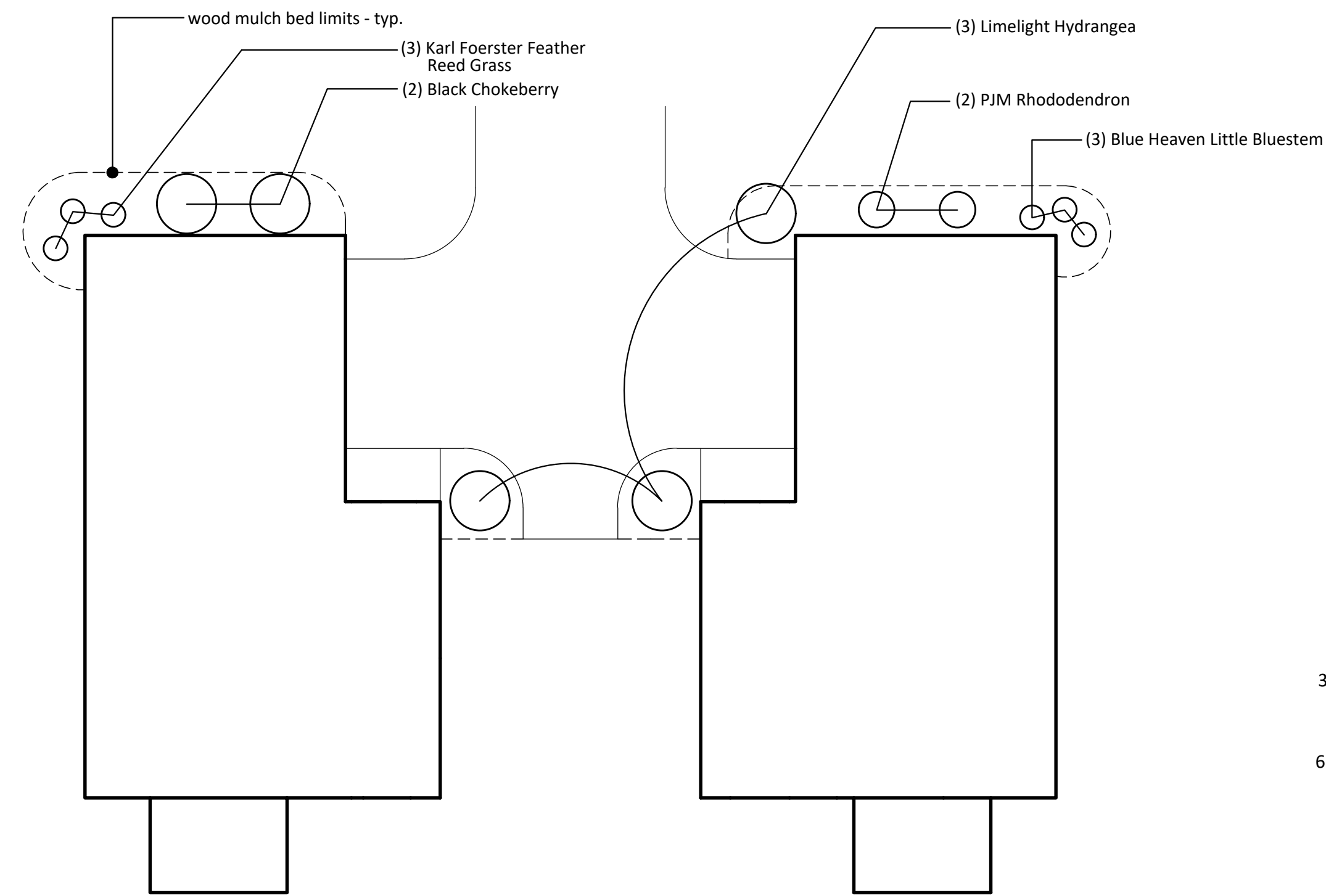
PROJECT NO.  
22281000  
SHEET  
C502



### 1 TYPICAL SINGLE UNIT LANDSCAPE EXAMPLES

Scale: 1/8"=1'-0"

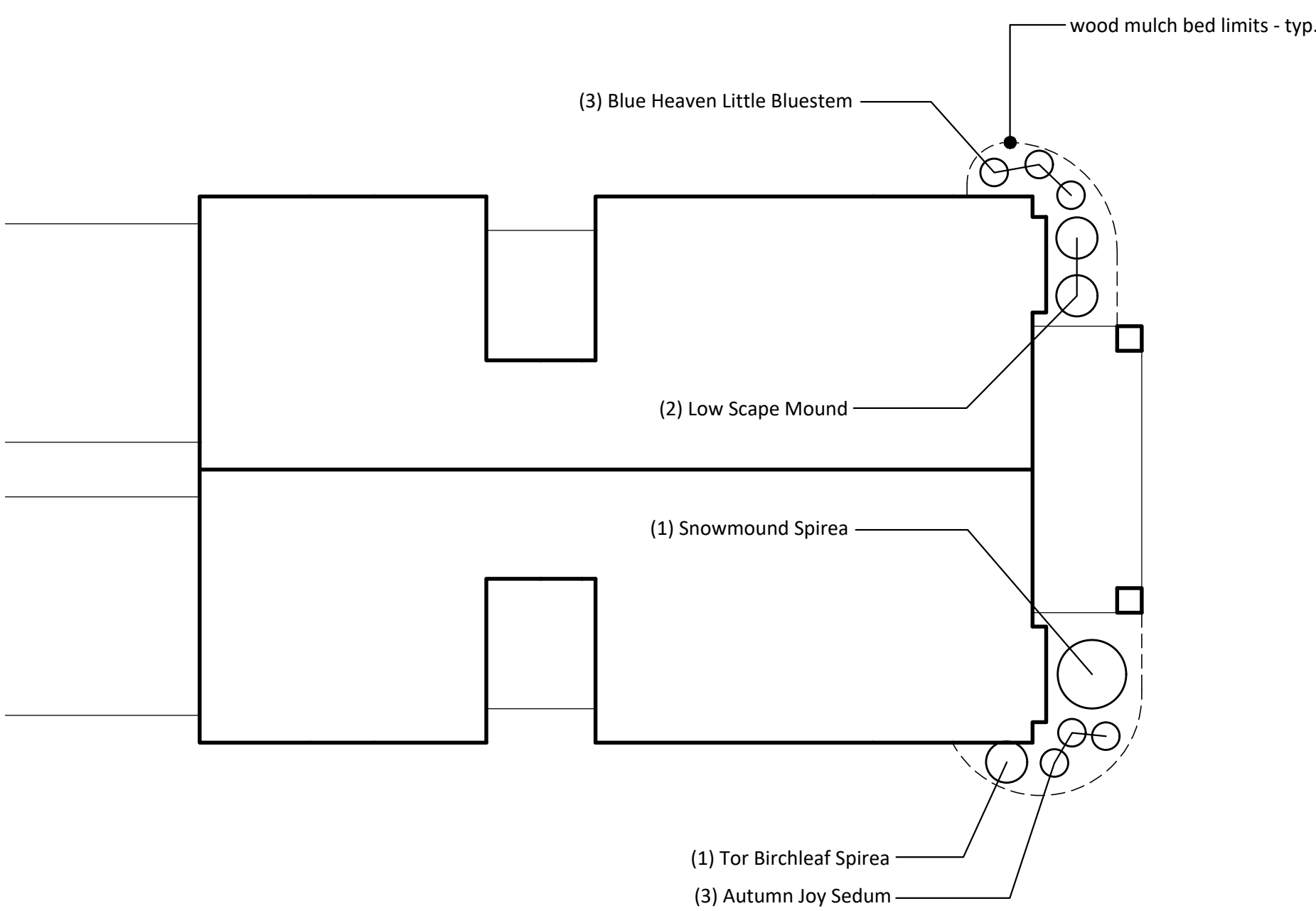
Notes: 1) Final plant selection to be based on final building footprint and orientation on site.  
2) Plantings to have wood mulch bed limits to extents as approx. shown



### 2 TYPICAL SINGLE UNIT (shared drive) EXAMPLE

Scale: 1"=10'-0"

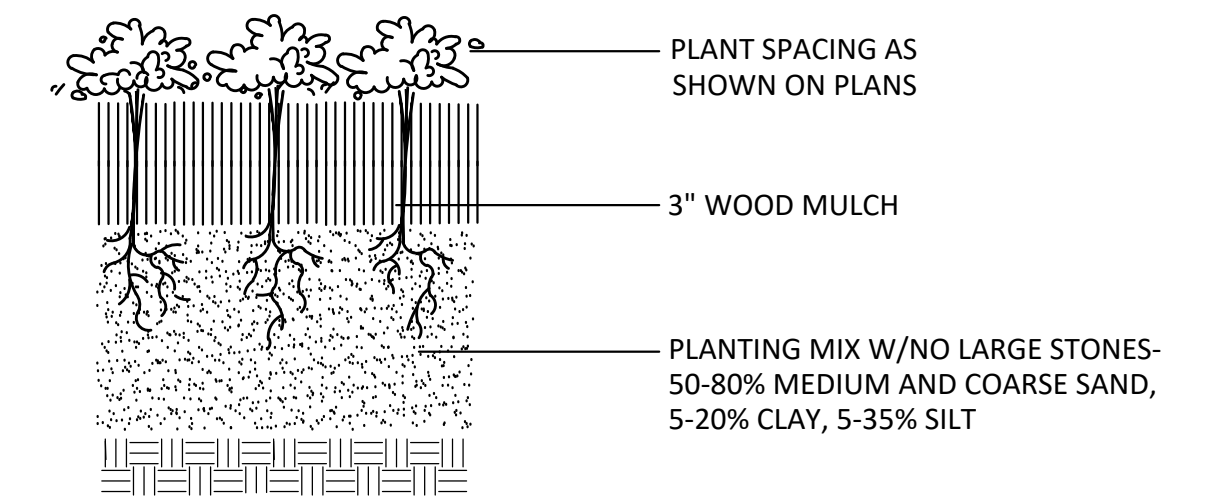
Notes: 1) Final plant selection to be based on final building footprint and orientation on site.  
2) Plantings to have wood mulch bed limits to extents as approx. shown



### 3 TYPICAL DOUBLE UNIT EXAMPLE

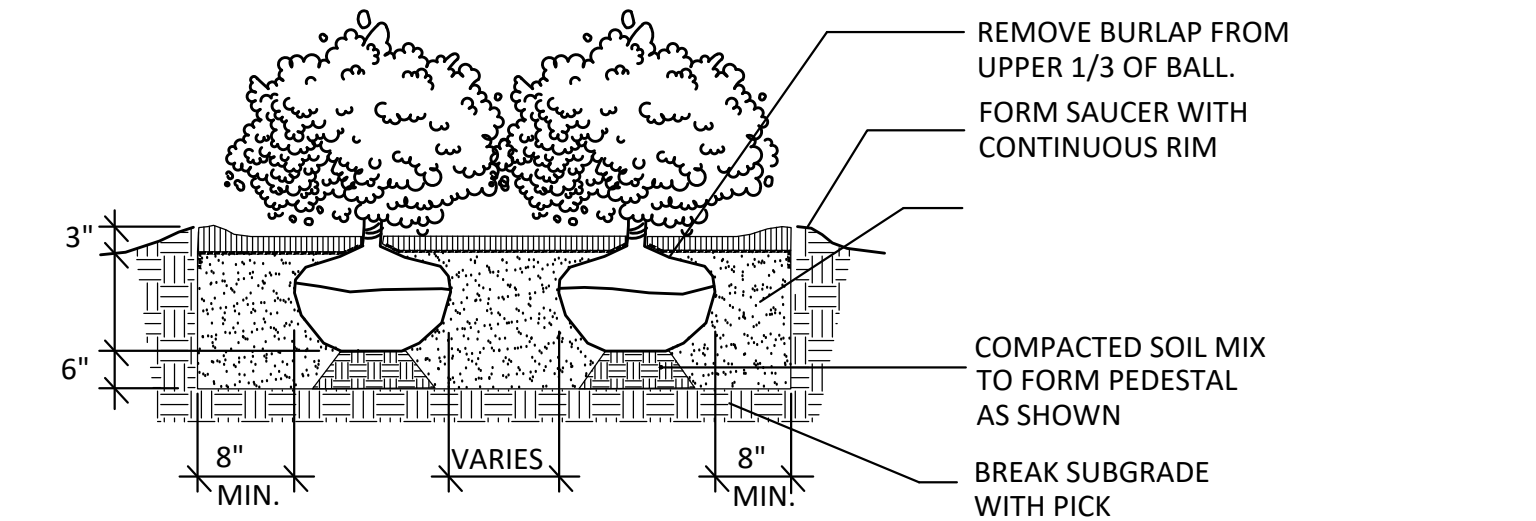
Scale: 1"=10'-0"

Notes: 1) Final plant selection to be based on final building footprint and orientation on site.



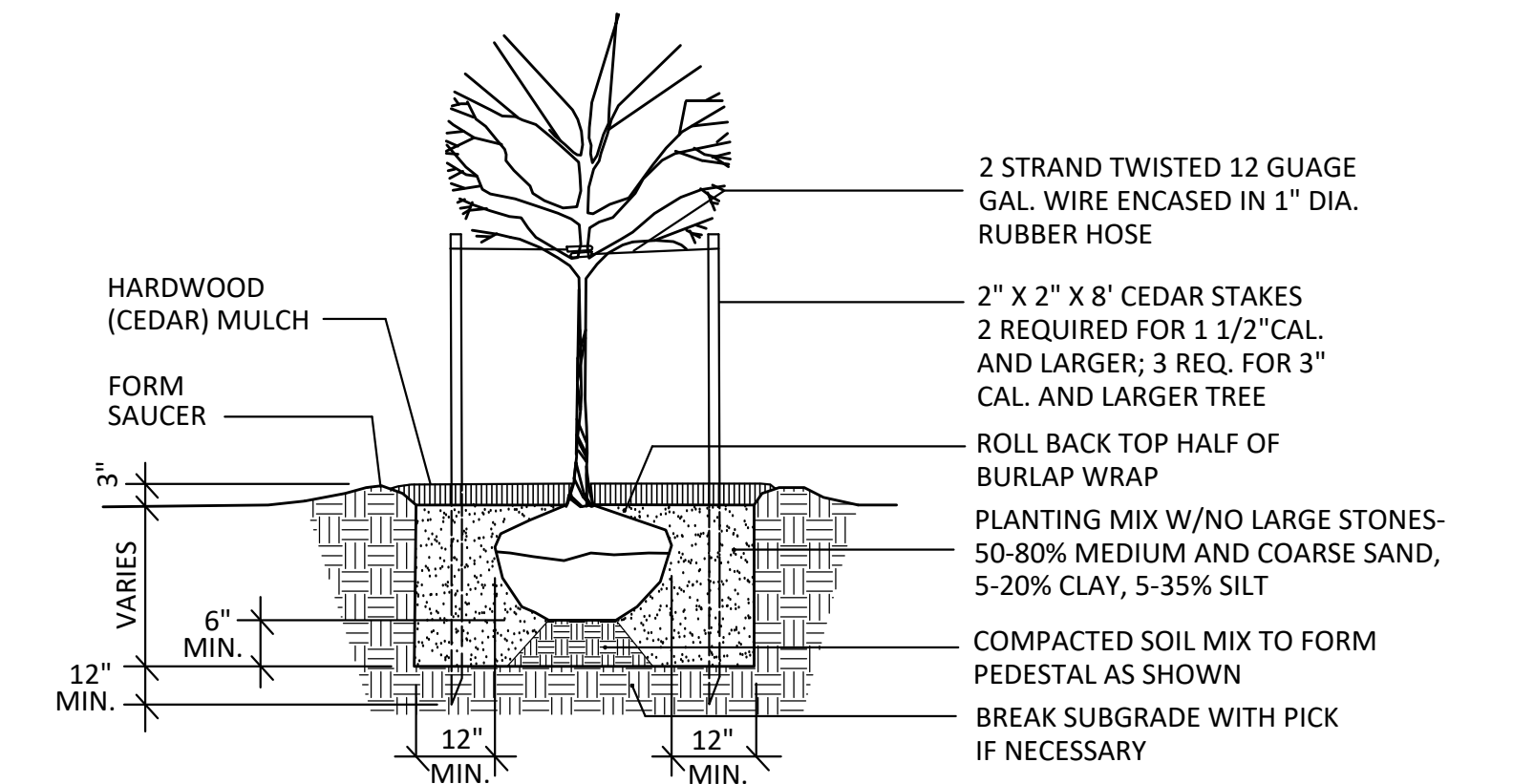
### 4 PERENNIAL PLANTING

NTS



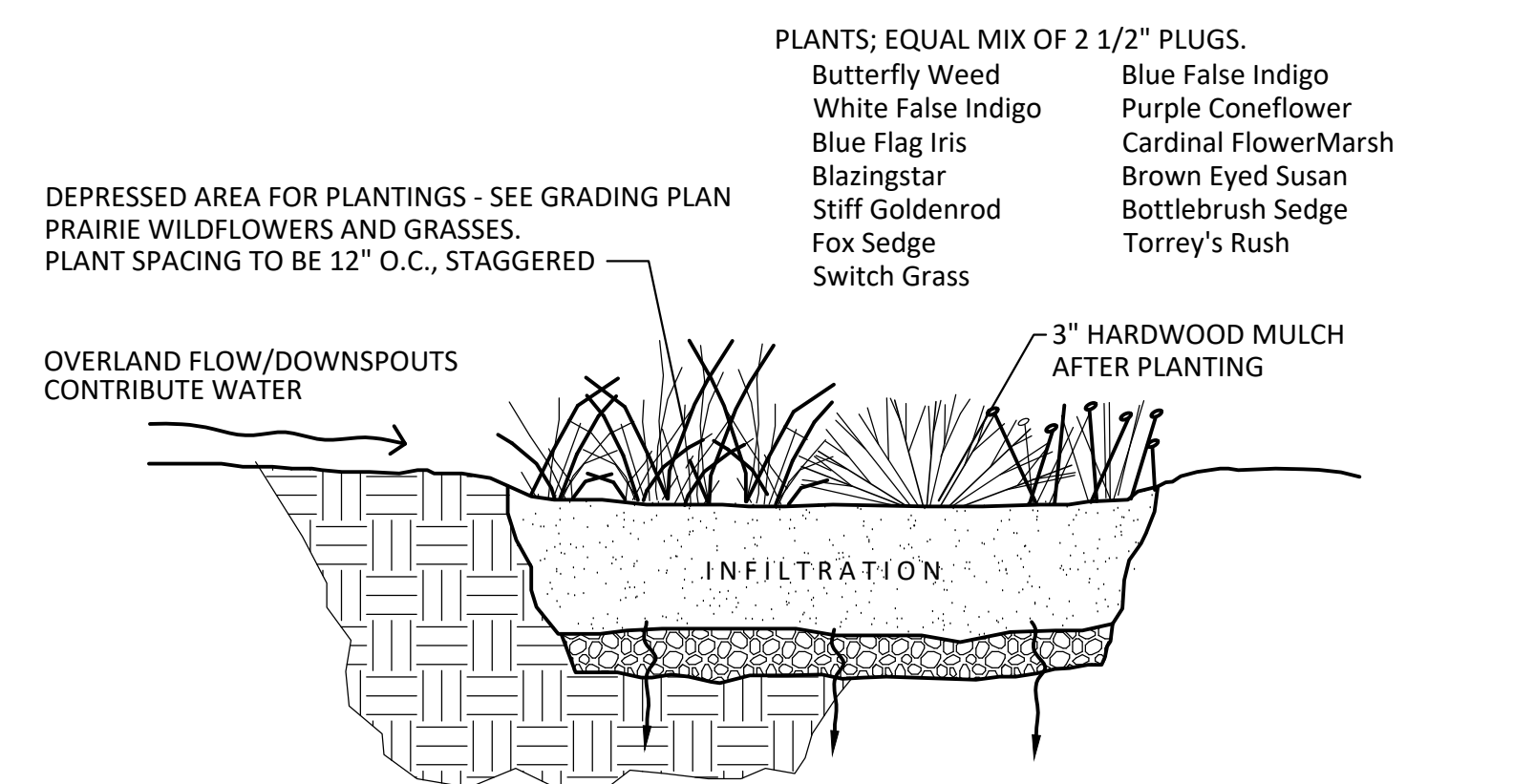
### 5 SHRUB PLANTING

NTS



### 6 TREE PLANTING

NTS



### 7 BIOINFILTRATION PLANTS

NTS

ISSUANCE/REVISION	DATE
PLAN SUBMITTAL	04-23-24
PLAN SUBMITTAL	05-21-24

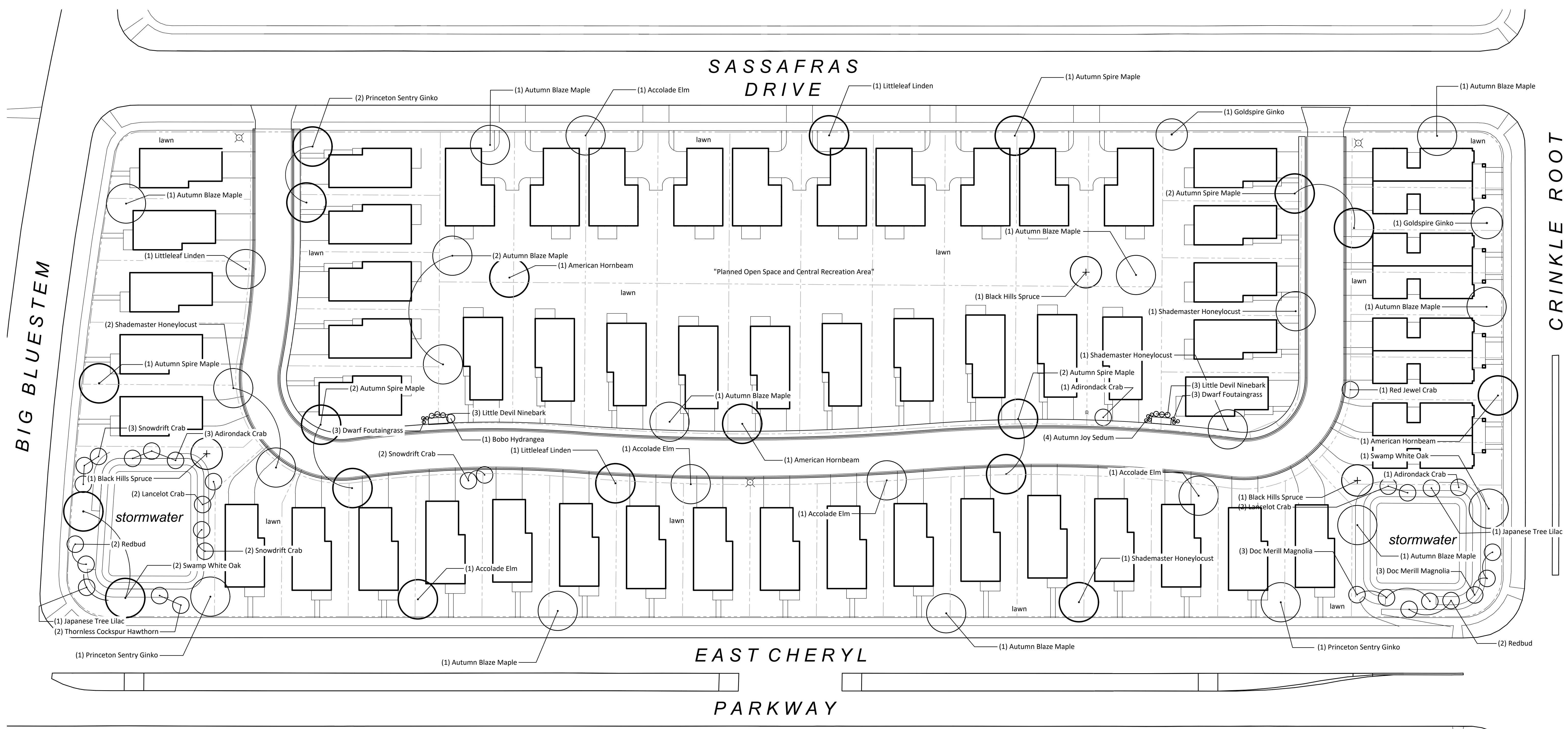
SHEET NAME  
TYPICAL HOME LANDSCAPE PLANS  
AND DETAILS

PROJECT  
INSPIRATION  
AT SWAN CREEK

FITCHBURG, WISCONSIN

L-1.2

ISSUANCE/REVISION	DATE
PLAN SUBMITTAL	04-23-24
PLAN SUBMITTAL	05-21-24



OVERALL LANDSCAPE PLAN

INSPIRATION AT SWAN CREEK

FITCHBURG, WISCONSIN

## 1 SPECIFIC LANDSCAPE TREATMENT PLAN

Scale: 1"=30'-0"

### GENERAL LANDSCAPE NOTES:

- Individual tree and shrub groupings found within lawn areas are to receive wood mulch rings and/or wood mulch beds consisting of a mixture of recycled brown dyed wood mulch spread to a 3" min. depth over a pre-emergent herbicide.
- "Edging" to be professional grade polyethylene lawn edging available in 20' flat strips. Basis of Design: Valley View Black Diamond. Valley View Industries. ([www.valleyviewind.com/professional/](http://www.valleyviewind.com/professional/))
- All lawn areas shall be fine graded and installed with seed at a rate of 200lbs. per acre. Basis of Design: Supreme Lawn Seed Mix, Reinders Company ([www.reinders.com/golfsoftgoods/reinmixtures.asp](http://www.reinders.com/golfsoftgoods/reinmixtures.asp)).
- Slope areas of 3:1 or greater and concentrated overland drainage channels shall be seeded with lawn seed mixture and overlaid with a single net, photo biodegradable straw blanket that is pegged with metal staples or biodegradable stakes.
- Perennials in mass bed plantings to be planted in staggered rows.
- Contractor is responsible for repairing any and all damage to the adj. properties. Planted areas shall be replanted, damaged lawn areas shall be repaired with sod and adjacent curbs and pavement shall be re-paved.
- Maintenance, watering and warranty of plants to extend for 12 months after project completion/acceptance. Maintenance, watering and warranty period for seed to extend 60 days from project completion/acceptance of installation.
- Due to extensive utility easements around and through the site, Landscape Contractor responsible to call Diggers Hotline to locate all existing utilities prior to installation of landscaping near easements.

### PROJECT PLANT SCHEDULE

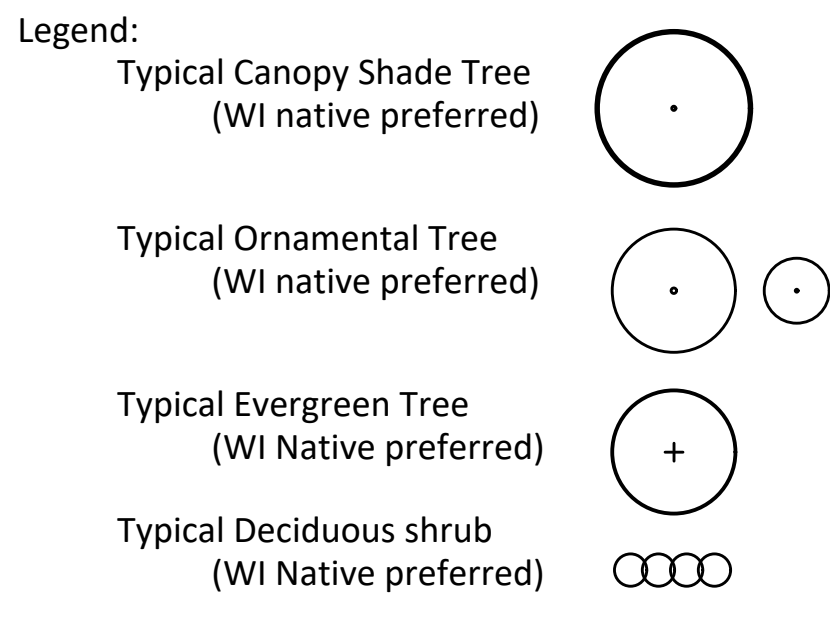
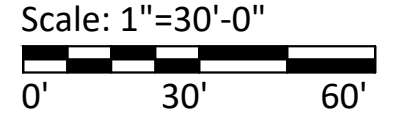
Shade & Ornamental Trees	
Autumn Brilliance Serviceberry	
Adirondack Crab	
Shademaster Honeylocust	
Red Jewel Crab	
Redbud (multi-stem)	
Accolade Elm	
Doc Merrill Magnolia	
Camelot Crab	
Thornless Cocksbur Hawthorn	
Autumn Blaze Maple	
Lancelot Crab	
Japanese Tree Lilac	
Goldspire Ginko	
Swamp White Oak	
Snowdrift Crab	
American Hornbeam	
Littleleaf Linden	
Autumn Spire Maple	
Princeton Sentry Ginko	

Amelanchier x grandiflora 'Autumn Brilliance'	2" cal.
Malus 'Adirondack'	1 1/2" cal.
Gleditsia triacanthos var. inermis 'Skycole'	2" cal.
Malus 'Jewelcole'	1 1/2" cal.
Cercis canadensis	2" cal.
Ulmus 'Morton'	2" cal.
Magonolia x loebneri 'Merril'	5" ht.
Malus 'Camelot'	1 1/2" cal.
Crataegus crus-galli var. inermis	1 1/2" cal.
Acer x freemanii 'Jeffersred'	2" cal.
Malus 'Lanzam'	1 1/2" cal.
Syringa reticulata	2" cal.
Ginko biloba 'Goldspire'	2" cal.
Quercus bicolor	2" cal.
Malus 'Snowdrift'	1 1/2" cal.
American Hornbeam	2" cal.
Tilia cordata	2" cal.
Acer rubrum 'Autumn Spire'	2" cal.
Ginko biloba 'Princeton Sentry'	2" cal.

Evergreen Trees	
Black Hills Spruce	4' ht.
Douglas Fir	4' ht.

Shrubs	
Diabolo Ninebark	18" ht.
Neon Splash Spiraea	18" ht.
Miss Kim Lilac	24" ht.
Wine and Roses Weigela	18" ht.
Limelight Hydrangea	24" ht.
Snowmound Spiraea	18" ht.
Green Velvet Boxwood	18" ht.
Dwarf Palabin Lilac	24" ht.
Abbotswood Potentilla	18" ht.
Low Scape Mound	18" ht.
Little Devil Ninebark	18" ht.
PJM Rhododendron	18" ht.

Perennials and Grasses	
Karl Foerster Feather Reed Grass	1 gal.
Mary Todd Daylily	1 gal.
Black Eyed Susan	1 gal.
Stella De 'Oro Daylily	1 gal.
Autumn Joy Sedum	1 gal.
Dwarf Fountaingrass	1 gal.
Apricot Sparkles Daylily	1 gal.
Purple Coneflower	1 gal.



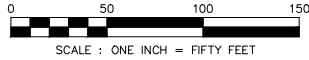
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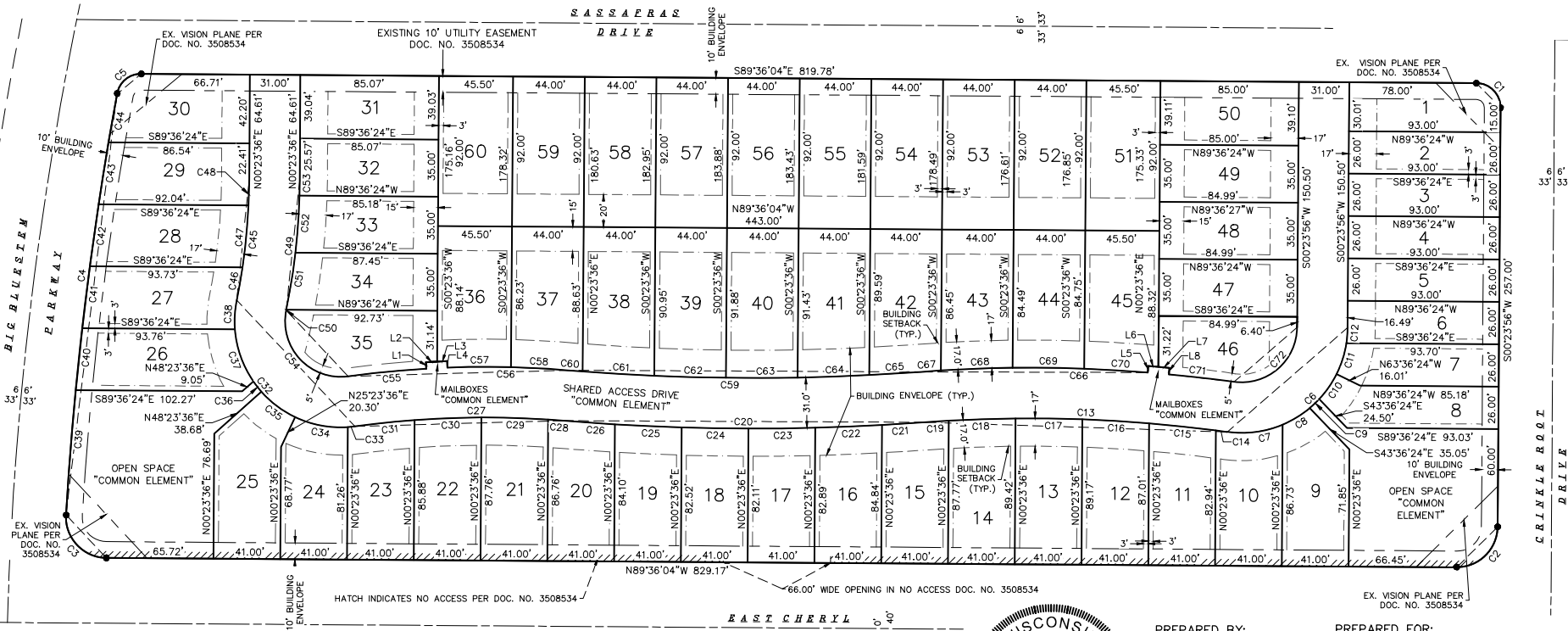
GRID NORTH  
 BEARS CORRELATION  
 WITH THE WISCONSIN COUNTY  
 COORDINATE SYSTEM (DANE  
 ZONE 83, 1997). THE  
 SOUTHWEST QUARTER BEARS  
 SB880232'E

# INSPIRATION AT SWAN CREEK, A CONDOMINIUM PLAT

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



1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000



**NOTES:**

- 1) Unless otherwise noted, everything outside of the Unit Boundaries are common elements.
- 2) See sheet 2 for Legend, Line Table, Curve Table and Unit Area Table.



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

PREPARED FOR:  
 IP HOLDINGS, LLC  
 SHEET 1 OF 2  
 Date: May 22, 2024  
 Plot View: CONDO  
 \\BSE1691\CONDO\dwg\BSE1691CONDOv20.dwg

# INSPIRATION AT SWAN CREEK, A CONDOMINIUM PLAT

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

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord L.
C1	23.56	15.00	90°00'00"	S44°36'04"E	21.21
C2	39.27	25.00	90°00'00"	S45°23'56"W	35.36
C3	40.60	25.00	93°02'19"	N43°04'55"W	36.28
C4	260.14	2132.00	6°59'28"	N06°55'59"E	259.98
C5	20.94	15.00	79°58'13"	N50°24'49"E	19.28
C6	110.57	65.00	97°27'44"	S49°07'48"W	97.71
C7	34.72	65.00	30°36'05"	S82°33'37"W	34.31
C8	19.67	65.00	172°01'17"	S58°35'26"W	19.59
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
C14	7.07	885.00	0°27'28"	N82°22'05"W	7.07
C15	41.21	885.00	2°40'04"	N83°55'51"W	41.20
C16	41.06	885.00	2°39'30"	N86°35'37"W	41.06
C17	41.00	885.00	2°39'17"	N89°15'01"W	41.00
C18	41.04	885.00	2°39'24"	S88°05'39"W	41.03
C19	14.88	885.00	0°57'49"	S86°17'02"W	14.88
C20	222.22	1430.00	8°54'13"	N89°44'46"W	222.00
C21	26.22	1430.00	1°03'02"	S86°19'38"W	26.22
C22	41.05	1430.00	1°38'41"	S87°40'30"W	41.05
C23	41.01	1430.00	1°38'35"	S89°19'08"W	41.01
C24	41.00	1430.00	1°38'34"	N89°02'18"W	41.00
C25	41.03	1430.00	1°38'38"	N87°23'41"W	41.03
C26	31.91	1430.00	1°16'42"	N85°56'01"W	31.91
C27	128.13	585.00	12°32'57"	S88°25'52"W	127.87
C28	9.18	585.00	0°53'57"	N85°44'38"W	9.18
C29	41.02	585.00	4°01'03"	N88°12'08"W	41.01
C30	41.05	585.00	4°01'14"	S87°46'43"W	41.04
C31	36.88	585.00	3°36'43"	S83°57'45"W	36.87
C32	123.99	65.00	109°17'45"	N43°11'44"W	106.03
C33	4.39	65.00	3°52'05"	S84°05'26"W	4.39
C34	33.32	65.00	29°22'08"	N79°17'28"W	32.95
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

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord L.
C40	38.18	2132.00	1°01'34"	S06°00'39"W	38.18
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°55'26"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	0.37	416.00	0°03'06"	N11°25'36"E	0.37
C51	35.41	416.00	4°52'35"	N08°57'46"E	35.40
C52	35.08	416.00	4°49'56"	N04°06'30"E	35.07
C53	9.43	416.00	1°17'56"	N01°02'34"E	9.43
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	3577
10	3394
11	3491
12	3618
13	3667
14	3639
15	3538
16	3434
17	3378
18	3371
19	3412
20	3500

Unit Area Table	
No.	Sq. Ft.
21	3587
22	3569
23	3433
24	3352
25	3862
26	3818
27	3539
28	3544
29	3400
30	3470
31	3321
32	2978
33	3012
34	3144
35	3354
36	3905
37	3837
38	3956
39	4027
40	4038

Unit Area Table	
No.	Sq. Ft.
41	3987
42	3876
43	3753
44	3715
45	3881
46	3020
47	2975
48	2975
49	2975
50	3324
51	4186
52	4048
53	4048
54	4048
55	4048
56	4048
57	4048
58	4048
59	4048
60	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

**LEGEND**

- 1-1/4" SOLID IRON ROD FOUND
- ( ) INDICATES RECORDED AS
- 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.

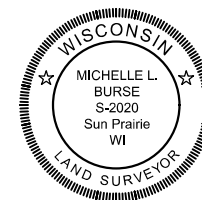
I further certify that this condominium plat correctly represents the condominium described; that the floorplans are reproduced from plans furnished by the architect; and the location and identification of each unit and the common elements can be determined from the plat.

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>INC.</sup>

2801 International Lane, Suite 101  
Madison, WI 53704 G08.250.9263  
Fax: G08.250.9266  
email: mburse@bse-inc.net  
www.bursesurveyengr.com

Date: May 22, 2024  
Plot View: CONDO  
\\BSE1691\CONDO\dwg\BSE1691CONDOv20.dwg

**COPY**



8 7 4 7 8 8 7  
Tx:8589545

**KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS**

**DOCUMENT #  
5088486**

07/31/2014 12:13 PM  
Trans. Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 3

**Amending Planned Development District  
General Implementation Plan  
Zoning for Lots 109, and 110  
First Addition to Swan Creek  
of Nine Springs**

Legal Description: Lot 109 and 110  
First Addition to Swan Creek of Nine Springs

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

Parcel No's: 060911301112  
060911301222

Plan Commission  
Initiated By

Thomas D. Hovel  
Drafted By

5/27/2014  
Date

**ORDINANCE NO. 2014-O-27  
ZONING ORDINANCE AMENDMENT  
AMENDING GENERAL IMPLEMENTATION PLAN ZONING  
FOR LOTS 109, and 110 FIRST ADDITION TO SWAN CREEK OF NINE SPRINGS**

WHEREAS, pursuant to Fitchburg Ordinance No. 87-0-06, Section 3, Zoning District Maps were adopted within the corporate limits of the City of Fitchburg until expressly altered by the City Council, and

WHEREAS, Fitchburg Lands, LLC has had an application submitted by Fredric DeVilliers (RZ-2023-14) to amend and grant new Planned Development District General Implementation Plan (PDD-GIP) zoning for lots 109, and 110 First Addition to Swan Creek of Nine Springs, and

WHEREAS, Ordinance 2013-O-13 (recorded as document # 5026032) amended prior approvals which had been granted by ordinances 2002-0-43 for lot 110 (recorded as document #3635346) and 2002-0-44 for lot 109 (document # 3635347) to: (A) reduce the dwelling unit count for lot 109 from 82 dwelling units to 42 dwelling units; (B) reduce the dwelling unit count for lot 110 from 32 dwelling units to 12; and transfer units to lot 117 First Addition to Swan Creek, and

WHEREAS, the applicant desires to combine lots 109 and 110 into one lot and construct 54 dwelling units with 13 two family buildings containing 26 dwelling units as what is titled Twin Home Adult Family home units and a 28 unit Independent Living (senior) multi-family building.

WHEREAS, the Plan Commission considered the request to amend the PDD-GIP zoning and has reviewed the application according to the standards outlined in the ordinance, and has determined that the request, in conjunction with the proposed conditions, meets said criteria, and the Plan Commission has recommended approval, with conditions.

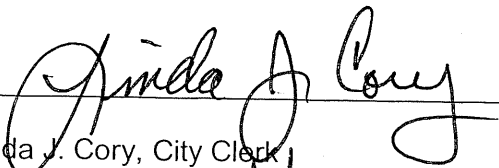
NOW THEREFORE the City Council of the City of Fitchburg, Dane County, Wisconsin does ordain as follows:

- (A) PDD-GIP zoning is hereby amended in accord with submitted plans and responses dated June 4, 2014 to allow the following:
1. No other permit or approval is waived or deemed satisfied except for the approval herein provided.
  2. A fee-in-lieu of parkland dedication for 4.6 dwelling units shall be provided where more than 49 dwelling units, but not more than 54 dwelling units, are to be constructed on lots 109 and 110. In accord with the 2014 City fee schedule, this fee is equal to \$19,918. If not paid in 2014, the fee shall be adjusted in accord with the annual City fee schedule in effect at the time of payment. The fee shall be paid prior to the recording of the CSM.
  3. A park improvement fee of \$7,920 is due for the 13 two family units and \$3,920 is due for the 28 unit senior Independent Living building. These fees (which total \$11,840) are based on the 2014 fee schedule and if not paid in 2014 shall be adjusted to reflect the fee in effect at time of payment. The fees shall be paid prior to recording of the land division.
  4. It is applicant's responsibility to assure that all local and state fire code requirements are met for any of the alternatives.
  5. Approval of Planned Development District Specific Implementation Plan (PDD-SIP) for lots 109 and 110 (which shall be combined into one lot by CSM) is required for the property.
  6. Approval and recording of a certified survey map to combine lots 109 and 110 into one lot prior to the approval of the PDD-SIP.

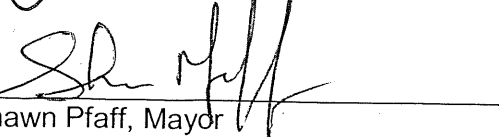
(B) This ordinance shall take effect following its publication, or the consent of the property owner, whichever occurs last. However, in accord with section 22-596 of the zoning code, owners shall consent within 30 days of approval for the PDD-GIP zoning to take effect.

(C) Applicant shall pay cost of 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 24<sup>th</sup> day of June, 2014.

  
Linda J. Cory, City Clerk

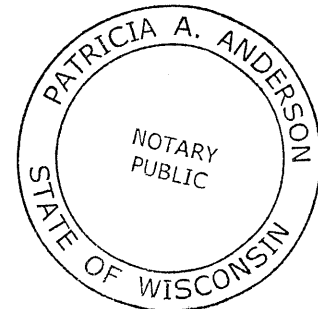
Approved: July 1, 2014

  
Shawn Pfaff, Mayor

STATE OF WISCONSIN)ss.  
COUNTY OF DANE

Personally came before me this 1st day of July, 2014, the above named Linda J. Cory, and Shawn Pfaff 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.

Patricia A. Anderson  
Notary Public, State of Wisconsin



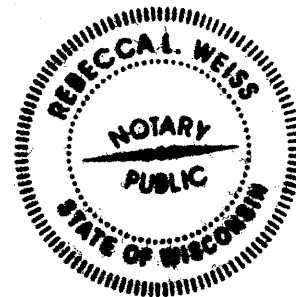
Printed Name of Notary Public Patricia A. Anderson  
My Commission Expires: 10-4-2015

**Consent of the Property Owner**

Mason Date: 7-21-14

Personally came before me this 21<sup>st</sup> day of July, 2014, the above named Phillip Swann to me known to be MA-461-6 member of Fitchburg Lakes LLC and the person who executed the foregoing instrument and acknowledged the same.

Rebecca L. Weiss  
Notary Public, State of Wisconsin



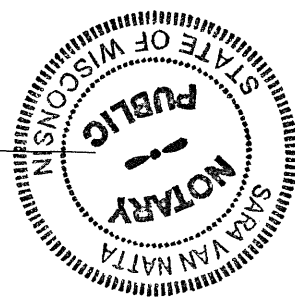
Printed Name of Notary Public Rebecca L. Weiss  
My Commission Expires: 07-27-14

**Consent of Mortgage Holder:**

[Signature] v.p. Date: 7/14/14  
Mortgage Holder

Personally came before me this 14 day of July, 2014, the above named Karl Sachtjen to me known to be the VP Relationship Manager of AnchorBank and the person who executed the foregoing instrument and acknowledged the same.

Sara VanNatta  
Notary Public, State of Wisconsin



Printed Name of Notary Public Sara VanNatta  
My Commission Expires: May 10, 2015

CITY OF FITCHBURG  
5520 LACY RD  
FITCHBURG WI 53711

608-270-4200

Receipt No: 3.011434

Oct 20, 2014

FORWARD COMMUNITY PARTNERS

MISCELLANEOUS - PARK IMPROVEMENT FEES	11,840.00
<hr/>	
Total:	11,840.00
<hr/>	
CHECK                      Check No: 122	11,840.00
Payor: FORWARD COMMUNITY PARTNERS	
Total Applied:	11,840.00
<hr/>	
Change Tendered:	.00
<hr/>	

Duplicate Copy

10/21/2014 12:24PM

CITY OF FITCHBURG  
5520 LACY RD  
FITCHBURG WI 53711

608-270-4200

Receipt No: 3.011435

Oct 20, 2014

KNIGHT BARRY TITLE SERVICES

MISCELLANEOUS - FEE IN LIEU OF PARKLAND DEDICATION	19,918.00
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Total:	19,918.00
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CHECK	Check No: 1190009972	19,918.00
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Payor: KNIGHT BARRY TITLE SERVICES

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Total Applied:	19,918.00
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Change Tendered:	.00
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Duplicate Copy

10/21/2014 12:25PM

THE TONE AREA OF THE DOCUMENT CHANGES COLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT WITH THE DARKER AREAS AT THE TOP AND BOTTOM.

**Knight Barry**  
TITLE GROUP

**KNIGHT BARRY TITLE SERVICES, LLC**  
2450 Rimrock Road, Suite 204  
Madison, WI 53713  
(608)255-2700  
Escrow No. 714022A

Associated Bank  
330 E. Kilbourn Avenue,  
Milwaukee, WI 53202

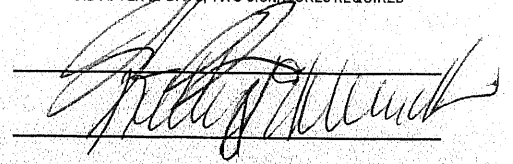
1190009972  
October 17, 2014  
79-57  
759

PAY --Nineteen Thousand Nine Hundred Eighteen and 00/100 ----- Dollars

AMOUNT  
**\$ \*\*19,918.00**

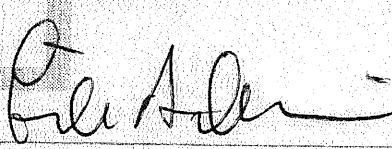
TO  
THE  
ORDER  
OF  
City of Fitchburg

CUSTODIAL ESCROW ACCOUNT  
VOID AFTER 90 DAYS, TWO SIGNATURES REQUIRED



MEMO Fee in lieu of parkland dedication

⑈ 1 190009972 ⑈ ⑆ 075900575 ⑆ 2 1735723 ⑆ 0 ⑈

<b>FORWARD COMMUNITY PARTNERS LLC</b> PH 608-220-6129	122 91-8744/1221 201
Pay to the Order of <u>CITY OF FITCHBURG</u>	Date <u>10/15/14</u>
<u>Eleven thousand eight hundred and no/100</u>	\$ <u>11,840</u> Dollars
<b>MIDFIRST BANK</b> Phoenix, Arizona www.midfirst.com 602.601.5000	Security Features Detailed on Back.
For <u>IPASS PARKS MAINT FEE</u>	
⑈ 1 22187445 ⑆ 0 1 22 ⑈ 2013016016 ⑈	

Holland Clark

INTOUCH CUSTOM CREATIONS

**DECLARATION OF PROTECTIVE COVENANTS  
FOR UNITS 1 THROUGH 60, 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

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**DECLARATION OF PROTECTIVE COVENANTS FOR UNITS 1 THROUGH 60,  
INCLUSIVE, INSPIRATION AT SWAN CREEK, A CONDOMINIUM**

This Declaration of Protective Covenants (the “*Protective Covenants*”), made this \_\_\_ day of June, 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 1-60, 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) 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 a mailbox, newspaper tube, and post to be installed by the builder on the Unit in accordance with the United States Post Office Department regulations. 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. Garage doors for two story, ranch and bi-level homes shall be set back a minimum of four (4) feet from the elevation that incorporates the front entry, while garage doors for tri-level homes may be set a maximum four (4) feet closer to the street than the elevation that incorporates the front door. Further, the garage elevations shall not exceed fifty percent (50%) of the home's total front elevation. 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 caseament 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 or asphalt 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).

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. 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 on 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 June \_\_\_\_, 2024.

**IP HOLDINGS, LLC**

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

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF DANE        )

I hereby acknowledge on June \_\_\_\_, 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

---

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 May \_\_\_\_\_, 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 sixty (60) units which shall be designated as Units 1 through 60.

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 sixty (1/60) or 1.667%.

#### 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 landscaping, driveways, and fences 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 and the 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 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 comparable 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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IN WITNESS WHEREOF, this Declaration has been executed on this May \_\_\_\_, 2024.

**IP HOLDINGS, LLC**

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

**ACKNOWLEDGMENT**

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF DANE        )

I hereby acknowledge on May \_\_\_\_, 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

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 May \_\_\_, 2024.

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

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

ACKNOWLEDGEMENT

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF DANE        )

I hereby acknowledge on May \_\_\_, 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.

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

See attached.

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**EXHIBIT D**  
*Private Utilities Easements*

See attached.

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