RECORD BOOK

SWAN CREEK OF NINE SPRINGS
HOME OWNERS ASSOCIATION, INC.

1. Articles of Incorporation
2. By-Laws
3. Record of Action
4. Declaration of Protective Covenants For Lots 1 – 107 and First Amendment
5. Tax Information
6. Miscellaneous

FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

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ARTICLES OF INCORPORATION OF SWAN CREEK OF NINE SPRINGS HOME OWNERS ASSOCIATION, INC.

The undersigned executes these Articles of Incorporation for the purpose of forming a Wisconsin corporation without stock and not for profit under the laws of Wisconsin, Chapter 181, Wisconsin Statutes.

ARTICLE I
NAME

The name of the corporation is Swan Creek of Nine Springs Home Owners Association, Inc. (hereinafter referred to as the "Association").

STATE OF WISCONSIN
FILED
JUL 27 2004
DEPARTMENT OF
FINANCIAL INSTITUTIONS

ARTICLE II
PERIOD OF EXISTENCE

The period of existence of the Association is perpetual.

ARTICLE III
PURPOSE

The purpose of the Association shall be to engage in any lawful activity within the purposes for which corporations may be organized under Chapter 181 of the Wisconsin Statutes.

ARTICLE IV
MEMBERS

The Association shall have members. Membership provisions (including the designation of classes, if any, and the method of acceptance of members of each such class) shall be set forth in the Bylaws of the Association (the "Bylaws"). The respective voting rights of the members of the Association shall be as set forth in the Bylaws and that certain Declaration of Protective Covenants for Lots 1 through 107, inclusive, Swan Creek of Nine Springs as amended, recorded in the office of the Dane County Register of Deeds (the "Declaration").

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ARTICLE V
PRINCIPAL OFFICE

The address of the principal office of the Association is c/o Phillip A. Sveum, Sveum Enterprises, Ltd., 2927 South Fish Hatchery Road, Fitchburg, Wisconsin 53711. The principal office is located in Dane County, Wisconsin.

ARTICLE VI
REGISTERED AGENT

The name and address of the initial registered agent of the corporation are Phillip A. Sveum, c/o Sveum Enterprises, Ltd., 2927 South Fish Hatchery Road, Fitchburg, Wisconsin 53711.

ARTICLE VII
INCORPORATOR

The name and address of the incorporator are Jesse S. Ishikawa, Reinhart Boerner Van Deuren s.c., 22 East Mifflin Street, Suite 600, Madison, Wisconsin 53703.

Executed this 26th day of July, 2004.

INCORPORATOR:

Jesse S. Ishikawa

This instrument was drafted by Jesse S. Ishikawa.

STATE OF WISCONSIN
FILED
JUL 27 2004
DEPARTMENT OF
FINANCIAL INSTITUTIONS

Please return this document to:

Amy S. Carril, Legal Assistant
Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 600
P.O. Box 2018
Madison, WI 53701-2018

BYLAWS OF
SWAN CREEK OF NINE SPRINGS
HOME OWNERS ASSOCIATION, INC.

The Swan Creek of Nine Springs Home Owners Association, Inc., a non-stock, non-profit corporation organized and existing under the laws of the State of Wisconsin (the "Association"), hereby adopts the following bylaws (the "Bylaws"):

ARTICLE I
OFFICES

1.1 Principal and Business Offices. The Association may have such principal and other business offices, within Dane County, State of Wisconsin, as the Association's board of directors (the "Board") may designate or as the business of the Association may require from time to time.

1.2 Registered Office. The Association shall maintain a registered agent in the State of Wisconsin whose address may be, but need not be, identical with the principal office of the Association. The identity and address of the registered agent of the Association may be changed from time to time by resolution of the Board and the filing of a statement with the State of Wisconsin pursuant to the relevant provisions of Chapter 181 of the Wisconsin Statutes ("Chapter 181").

ARTICLE II
PURPOSE

The purpose of the Association shall be to engage in any lawful activity within the purposes for which corporations may be organized under Chapter 181.

ARTICLE III
CERTAIN DEFINITIONS

3.1 Declaration. The term "Declaration" shall mean the Declaration of Protective Covenants for Lots 1 Through 107, Inclusive, Swan Creek of Nine Springs recorded as Document No. 3584036, as amended. The Declaration, as amended from time to time, shall be deemed incorporated herein by reference.

3.2 Declarant. The term "Declarant" shall mean Fitchburg Lands, LLC and its successors and assigns.

3.3 Lot. The term "Lot" shall mean a portion of the subdivision identified as a lot on the recorded plat of Swan Creek of Nine Springs, included in lots 1-107, inclusive, specifically excluding Outlots.

3.4 Owner. The term "Owner" shall mean the person or persons, including any business organization, having the power to convey fee simple title to a Lot. Owners shall include land contract vendees, but shall not include land contract vendors or persons or entities who hold an interest in a Lot merely as security for the performance of an obligation.

ARTICLE IV
MEMBERS

4.1 Membership. Every Owner shall be deemed a member of the Association.

4.2 Voting Rights. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners of Lots, with the exception of Declarant. Class A members shall be entitled to one vote for each such Lot owned. When more than one person holds any interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B members shall be Declarant. The Class B member shall be entitled to two (2) votes for each Lot owned. The Class B membership shall terminate and be converted to Class A membership upon the thirtieth (30th) anniversary of the date this Declaration is recorded.

If a Lot is owned by two or more members (the "Owning Members"), then the vote or the votes to be exercised for such Lot shall be exercised as the Owning Members, among themselves, determine, but in no event shall more votes be cast with respect to any Lot than the number of votes assigned to such Lot under this Section.

4.3 General and Special Charges; Payment of Same. General and special charges to members of the Association under the Declaration shall be established by the Board and adjusted in its discretion. Such charges shall be established and collected in the manner provided for in the Declaration. Any member who is delinquent in making payment of any general or special charge will be subject to suspension of voting rights until such time as the delinquent charges are paid.

4.4 Suspension of Voting Rights. If a member violates any terms or conditions of the Declaration the Board may, by the vote of two-thirds of the members of the Board, suspend such member's voting rights. The Board shall have the authority to establish policies and procedures relating to the suspension of memberships and the reinstatement of suspended memberships.

4.5 Transferability of Membership. Membership in the Association is appurtenant to and shall not be separated from ownership of any Lot that is subject to assessment.

4.6 Termination of Membership. Membership shall be terminated only upon (a) death of a member or (b) conveyance by a member of fee simple title or a land contract purchaser's interest in any Lot that is subject to assessment.

4.7 Annual Meeting of Members. The annual meeting of the members shall be held on the fourth Saturday in August of each year, beginning in 2005. Such meeting shall be for the purpose of electing directors of the Association and for the transaction of such other business as may come before the meeting. Failure to hold an annual meeting at the designated time shall not cause a forfeiture or dissolution of the Association.

4.8 Special Meetings of Members. Special meetings of the members may be called by the President, the Board, or by members having one-tenth of the votes entitled to be cast at such meeting.

4.9 Notice of Members' Meetings. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be communicated or sent not less than ten nor more than 50 days before the date of the meeting, unless a different time is provided in Chapter 181, the Articles of Incorporation or these Bylaws. The notice shall be delivered either personally or by mail, by or at the direction of the President, the Secretary, or other officer or person calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed delivered when deposited in the United States mail addressed to the member at the member's address as it appears on the records of the Association, with postage thereon prepaid. Notice

may also be given by publishing a class 2 notice, under Chapter 985 of the Wisconsin Statutes, in any newspaper in general circulation in Dane County, Wisconsin.

4.10 Quorum. Members holding one-fifth of the votes entitled to be cast, present in person or represented by proxy, shall constitute a quorum at a meeting of members.

4.11 Manner of Acting. The act of a majority of the votes entitled to be cast by members present in person or represented by proxy at a meeting at which a quorum is present shall be the act of the members, unless a greater proportion is required by the Articles of Incorporation, Chapter 181 or these Bylaws.

4.12 Conduct of Meetings. The President or, in his or her absence, any member chosen by a majority of the members present, shall call each meeting of the members to order and shall act as the chairperson of such meeting. The chairperson may appoint any member to act as secretary of the meeting.

4.13 Unanimous Consent Without Meeting. Any action required or permitted by the Articles of Incorporation, these Bylaws, or any provision of law to be taken by the members at a meeting or by resolution may be taken without a meeting if a consent in writing setting forth the actions so taken is signed by all the members.

ARTICLE V
BOARD OF DIRECTORS

5.1 Number. The business and affairs of the Association shall be governed by a Board consisting of three persons. These Bylaws may be amended to enlarge or reduce the number of directors except that the number of directors shall not be reduced to less than three.

5.2 Tenure and Qualification. Each director shall hold office until the next annual meeting of the members and until his or her successor is elected, or until his or her prior death, resignation or removal. A director may be removed from office for cause by the members if, at a meeting of members called for that purpose, the number of votes cast to remove the director exceeds the number of votes cast not to remove him or her. A director may resign at any time by filing his or her written resignation with the Secretary of the Association.

5.3 Annual Meeting. The annual meeting of the Board shall be held without other notice than this bylaw immediately after the annual meeting of members. Such meeting shall be for the purpose of electing officers of the Association and to conduct such other business as may come before the meeting.

5.4 Regular Meetings. The Board may provide, by resolution, the time and place for the holding of regular meetings without other notice than such resolution.

5.5 Special Meetings. Special meetings of the Board may be called by or at the request of the President, Vice President or any two directors. The President, Vice President or any two directors calling any special meeting of the Board may fix any place as the place for holding any special meeting of the Board, and if no other place is fixed the place of meeting shall be the principal business office of the Association in Dane County, Wisconsin.

5.6 Notice; Waiver. Notice of special meetings of the Board shall be given by telephone or by written notice delivered personally or by mail or telegram to each director at his or her business address or at such other address as such director shall have designated in a writing filed with the Secretary. Notice in the case of telephone, personal delivery or telegram shall be given not less than 48 hours prior to the time of the meeting. If mailed, such notice shall be delivered at least 96 hours prior to the meeting and shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. Whenever any notice whatever is required to be given to any director of the Association under the Articles of Incorporation or Bylaws or any provision of law, a waiver thereof in writing, signed at anytime, whether before or after the time of meeting, by the director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

5.7 Quorum. Except as otherwise provided by law, by the Articles of Incorporation or these Bylaws, a majority of the number of directors shall constitute a quorum for the transaction of business at any meeting of the Board. A majority of directors present (though less than a quorum) may adjourn the meeting from time to time without further notice.

5.8 Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a

greater number is required by law or by the Articles of Incorporation or these Bylaws.

5.9 Conduct of Meeting. The President, and in the President's absence, any director chosen by the directors present, shall call a meeting of the Board to order and shall act as the chairperson of such meeting. The chairperson may appoint any director or other person to act as secretary of the meeting.

5.10 Vacancies. Any vacancy occurring in the Board, including a vacancy created by an increase in the number of directors, shall be filled until the next succeeding annual election of directors by the affirmative vote of a majority of the directors in office, even though less than a quorum.

5.11 Presumption of Assent. A director of the Association who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless he or she files his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

5.12 Unanimous Consent Without Meeting. Any action required or permitted by the Articles of Incorporation or Bylaws or any provision of law to be taken by the Board at a meeting or by resolution may be taken without a meeting if a consent in writing setting forth the actions so taken, is signed by all the directors then in office.

5.13 Telephonic Meetings. Any action required or permitted by the Articles of Incorporation or Bylaws or any provision of law to be taken by the Board at a meeting may be taken through the use of any means of communication by which (a) all participating directors can simultaneously hear each other during the meeting or (b) all communication during the meeting is immediately transmitted to each participating director and each participating director is able to immediately send messages to all other participating directors.

ARTICLE VI
OFFICERS

6.1 Number and Qualifications. The officers of the Association shall consist of a President, a Vice President, a Secretary and a Treasurer and such other officers as may be determined by the Board. Any two or more offices may be held

by the same person, except for the offices of President and Secretary, or President and Vice President.

6.2 Election and Term of Office. The initial officers of the Association shall be elected by a majority vote of the directors contemporaneously with the adoption of these Bylaws or as soon thereafter as practicable. Successor officers shall be elected by a majority vote of the directors at each annual meeting of the Board. Officers shall hold office until their successors are duly elected and qualified. An officer may serve consecutive terms in the same office.

6.3 Resignation or Removal. Any officer may resign at any time by filing a written resignation with the Secretary of the Association. Officers may be removed by the Board whenever in its judgment the best interests of the Association will be served thereby.

6.4 Vacancies. A vacancy in any office, by resignation or for any other reason, shall be filled by the Board for the unexpired portion of the term.

6.5 President. The President shall be the chief executive officer of the Association and, subject to the control of the Board, shall in general supervise and control all of the business and affairs of the Association. He or she shall have authority, subject to such rules as may be prescribed by the Board, to appoint such agents and employees of the Corporation as he or she deems necessary, to prescribe their powers, duties and compensation, and to delegate authority to them. Such agents and employees shall hold office at the discretion of the President. He or she shall have authority to sign, execute and acknowledge, on behalf of the Association, all deeds, mortgages, bonds, contracts, leases, reports and all other documents or instruments necessary or proper to be executed in the course of the Association's regular business, or which is authorized by the Board; and, except as otherwise provided by law or the Board, he or she may authorize the Vice President or any other officer or agent of the Association to sign, execute and acknowledge such documents or instruments in his or her place and stead. In general, the President shall perform all duties incidental to the office of chief executive officer and such other duties as may be prescribed from time to time by the Board.

6.6 Vice President. In the absence of the President or in the event of his or her death, inability to act or refusal to act, or in the event for any reason it is impracticable for him or her to act personally, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such authority as from time to time may be delegated or assigned to him or her by the President or by the Board. The execution of any

document or instrument of the Association by the Vice President shall be conclusive evidence, as to third parties, of his or her authority to act in the stead of the President.

6.7 Secretary. The Secretary shall: (a) keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the Association's corporate records; (d) keep or arrange for the keeping of a register of the post office address of each member (which address shall be furnished to the Secretary by such member); and (e) in general, perform all duties incident to the office of Secretary and have such other duties and exercise such authority as from time to time may be delegated or assigned to him or her by the President or by the Board.

6.8 Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds of the Association; (b) receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as may be selected by the Association; and (c) in general, perform all of the duties incident to the office of Treasurer and have such other duties and exercise such other authority as from time to time may be delegated or assigned to him or her by the President or by the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board shall determine.

6.9 Assistants and Acting Officers. The Board shall have the power to appoint any person to act as assistant to any officer, or as agent for the Association in his or her stead, or to perform the duties of such officer whenever for any reason it is impracticable for such officer to act personally, and such assistant or acting officer or other agent so appointed by the board of directors shall have the power to perform all the duties of the office to which he or she is so appointed to be assistant, or as to which he or she is so appointed to act, except as such power may be otherwise defined or restricted by the Board.

6.10 Salaries. No salaries shall be paid to any of the Association's officers or directors.

ARTICLE VII
INDEMNIFICATION

7.1 Definitions. As used in this Article VII, the term "Statute" means Sections 181.0871 through 181.0889 of Chapter 181, as amended from time to

time, and all successor provisions. All other capitalized terms used in this Article VII shall have the meanings set forth in Section 181.0871 of the Statute.

7.2 Indemnification. The Corporation shall, to the extent required by the Statute, indemnify each person who is or was a Director and Officer against any and all Liabilities, and advance any and all reasonable Expenses as incurred by such person, arising out of or in connection with any proceeding to which such person is a Party because such person is or was a Director or Officer. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses to which such person may be entitled under any written agreement, Board resolution, the Statute or otherwise.

ARTICLE VIII
CONTRACTS AND FINANCIAL MATTERS

8.1 Contracts. The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute or deliver any instrument in the name of and on behalf of the Association, and such authorization may be general or confined to specific instances. No contract or other transaction between the Association and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors or officers are financially interested, shall be either void or voidable because of such relationship or interest or because such director or directors are present at the meeting of the Board or a committee thereof which authorizes, approves or ratifies the contract or transaction, if: (a) the fact of such relationship or interest is disclosed or known to the Board which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors; or (b) the fact of such relationship or interest is disclosed or known to the members, which authorize, approve or ratify such contract or transaction; or (c) the contract or transaction is fair and reasonable to the Association. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board which authorizes, approves or ratifies such contract or transactions, but such interested directors shall abstain from any vote to authorize, approve or ratify such contract or transaction.

8.2 Loans. No indebtedness for borrowed money shall be contracted on behalf of the Association and no evidence of such indebtedness shall be issued in its name unless authorized by or under the authority of a resolution of the Board of Directors. Such authorization may be general or confined to specific instances.

8.3 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association shall be signed by any officer of the Association or an agent of the Association duly appointed for the purpose, or by such greater number of officers and agents as the Board may from time to time require.

8.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as may be selected by or under the authority of a resolution of the Board.

8.5 Budget. The Board shall cause to be prepared for the Board's approval, prior to the start of each fiscal year of the Association, an annual budget for the Association.

ARTICLE IX
CORPORATE SEAL

The Association shall not have a corporate seal.

ARTICLE X
AMENDMENTS

10.1 By Members. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the members if such amendment or other change in the Bylaws is adopted by affirmative vote of not less than three-fourths of the votes of all members present or represented at an annual or special meeting of the members at which a quorum is in attendance; provided, however, that if the Declarant is a member of the Association at the time of the amendment, such amendment, in order to be effective, must receive the affirmative vote of the Declarant.

10.2 By Directors. The Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Board if (a) such amendment or other change in the Bylaws is adopted by affirmative vote of a majority of the number of directors present at or participating in any meeting at which a quorum is in attendance and (b) if Declarant is a member of the Association at the time of the amendment or other change in the Bylaws, such amendment or other change is consented to by the Declarant. Notwithstanding the foregoing, no Bylaw adopted by the members shall be amended or repealed by the Board unless such authority is conferred by the members on the Board.

ARTICLE XI
CONSTRUCTION

Should any provision of these Bylaws conflict with any provision of the Declaration, the Declaration shall, to the extent consistent with Chapter 181, prevail.

Addenda to Record Book of Swan Creek of Nine Springs Home Owners Association, Inc.

These addenda apply to the bylaws of the Swan Creek of Nine Springs Home Owners Association, Inc.

Addendum # 03

By-laws affected: Article X (By Directors) addition of 10.3 (Changes in Covenants)

Addition:

10.3 By Directors. The Covenants may be altered, amended, repealed and new Covenants may be adopted by the Board if (a) such amendment or other change in the Covenants is adopted by affirmative vote of a majority of the number of directors present at or participating in any meeting at which a quorum is in attendance and (b) if Declarant is a member of the Association at the time of the amendment or other change in the Covenants, such amendment or other change is consented to by the Declarant. Notwithstanding the foregoing, no Covenant adopted by the members shall be amended or repealed by the board unless such authority is conferred by the members on the Board.

Approval: This addendum was unanimously approved by the board of officers on the June 17th board meeting in 2025

Intent of change: Allow Covenants to be changed by an affirmative vote of a majority of the number of directors present at or participating in any meeting at which a quorum is in attendance.

Addendum # 04

By-laws affected: Article IV (By Directors), Covernants 9.03 Collection , addition of 4.3.1 (Sanctions and Remedies)

Addition:

4.14 By Directors SANCTIONS AND REMEDIES. In addition to any other remedies or sanctions, express or implied, administrative or legal, the Association shall have the right, but not the obligation, to implement any one or more of the following actions against Owners and occupants who violate (or whose invitees violate) the provisions of the Governing Documents:

4.14.1 Impose a monetary fine for an isolated violation of the Governing Documents reasonably considering the severity of the violation and reasonably calculated to deter future violations, to be determined by the Board in its sole discretion.

4.14.2 Impose additional monetary fines for ongoing and continuous violations of the Governing Documents reasonably considering the severity of the violation and reasonably calculated to deter future violations, to be determined by the Board in its sole discretion, in an amount not to exceed $50 per day until the violation is discontinued or cured.

4.14.3 Foreclose any lien arising under the provisions of the Declaration, Bylaws, or under state law, in the manner provided by law for the foreclosure of mortgages under a power of sale, or by action, in the state where the properties are located.

4.14.4 Violations of any rule, regulation, or requirement set forth in the Articles of Incorporation, Declaration, Bylaws, or these Rules and Regulations are subject to the following enforcement procedure:

4.14.5 Upon the first violation, the Owner will receive a written warning summarizing the complaint and citing the rule or regulation that was violated. The Owner shall have ten (10) days from the date of the warning notice to resolve the violation or file an appeal.

4.14.6 Upon the second violation, a $50.00 fine will be assessed against the Owner's Unit. A second violation is considered a repeat of the same offense that is not appealed or corrected by the date required in Section 2.2.1, above. The Owner shall have ten (10) days from the date of the warning notice to resolve the violation or file an appeal.

4.14.7 Upon the third violation, a $100.00 fine will be assessed against the Owner's Unit. Failure to correct the violation or pay the fine within the time allowed shall result in an additional fine of $100.00 plus a $50.00 fine per day until the violation is resolved. The Owner shall have ten (10) days from the date of the warning notice to resolve the violation or file an appeal.

4.14.8 Failure of an Owner to pay the fines or appeal within the appropriate time frame may result in collection action. Owners are solely responsible for any costs related to collecting assessments and fines.

4.15 RIGHT TO APPEAL AND HEARING.

4.15.1 In the case of imposition of any of the remedies authorized by Section 4.14, the Board must mail or deliver to the Owner against whom the remedy is sought to be imposed a written notice specifying the general nature of the violation, the remedy to be imposed and the effective date of such imposition, at least 10 days prior to such effective date.

4.15.2 Said Owner has the right, upon written request delivered to the Board within the foregoing 10-day period, to a hearing before the Board. The hearing will be set by the Board at a reasonable time and place, with reasonable notice to the parties involved, but in no case later than 30 days after the request

for a hearing. Interested parties (i.e., the party requesting the hearing and the Board) shall have the right to appear and be heard at the hearing.

4.15.3 If a hearing is requested, the remedy imposed will not take effect until the hearing is completed or the matter is otherwise resolved by mutual agreement of the Board and the people against whom the remedy is sought, whichever event occurs first. If the person or persons against whom the remedy is sought do not appear at their duly notified hearing, the remedy imposed may be enforced forthwith. The decision of the Board and the rules for conduct of hearings established by the Board shall be final and binding on all parties.

4.15.4 The rights bestowed upon Owners by this Section 3 shall be the sole and exclusive remedy of such Owners with respect to the matters covered by this rule, except as may be otherwise specifically authorized by the Governing Documents.

4.16 COSTS OF PROCEEDING AND ATTORNEYS' FEES. In any legal or administrative proceeding arising between the Association and an Owner or occupant because of an alleged default or violation of the Governing Documents by an Owner or occupant, the Association is entitled to recover all costs and reasonable attorneys' fees incurred by it. The Association is also entitled to recover all of its costs, expenses, and reasonable attorneys' fees, if any, in the collection of any and all delinquent assessments.

4.17 LIENS FOR CHARGES PENALTIES ETC. Any fines, charges, penalties, interest costs, collection costs, court costs, or attorneys' fees imposed or incurred by the Association under this rule will be assessed against the Lot of the Owner against whom the same are imposed and will be lien against the Unit in the same manner as a lien for assessments and will also be a personal obligation of such Owner. The lien shall attach as of the date of imposition of the remedy but will not be final as to violations appealed under Section 4 until affirmed in writing by the Board of Directors following the hearing.

Approval: This addendum was unanimously approved by the board of officers on the June 17th Board meeting in 2025

Intent of change: Allow Covenants and bylaws to be enforced via a series of remedies including Fines.

Addendum # 05

By-laws affected: Article X (By Directors) addition of 10.4 (Member voting and Non-Binding Polling procedure.)

Addition:

10.3 By Directors. A non-Binding Informational Polling of members to gauge the Members stand on a specific issue may occur based on a petition of Members with a Minimum of 50 Signatures presented to the Board of Directors. Questions on the Poll will be written by the Board of Directors. The expenses for the Polling will be paid by the Petition initiators. The Board of Directors will mail the Poll questions and Tabulate the results by Posting the question and polling results on the SCHOA Website.

10.4 By Directors. Voting by members on Changes proposed in Covenants, Bylaws, Rules and Regulations or in Incorporation filings may occur based on a petition of Members with a Minimum of 50 Signatures presented to the Board of Directors. The Changes proposed will be written by the Board of Directors. The expenses for the Voting

will be paid for by the Petition initiators. The Board of Directors will mail the Voting subject and Tabulate the results by Posting the question and voting results on the SCHOA Website.

In all cases, and change in Covenants, Rules and Regulations, or Bylaws proposed by members will require a voting approval of 60% of all members as stated in the Covenants.

Approval:

This addendum was unanimously approved by the board of officers on the June 17th Board meeting in 2025

Intent of change: Clarify and provide a procedure for Polling members and for Voting by members on a proposed change in Covenants, Bylaws, Rules and Regulations.

Addendum # 06

By-laws affected: Article X (By Members) amendment of 10.1 (Member bylaw changes.)

Amendment 10.1 will be amended to the Following:

10.1 By members. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the members if such amendment or other change in the Bylaws is adopted by affirmative vote of not less than 60% of the votes of all members of the association. The procedure for voting will follow the requirements in 10.4

Approval:

This addendum was unanimously approved by the board of officers on the June 17th Board meeting in 2025

Intent of change: Clarify and provide a procedure for altering, amending or changing of Bylaws by members.

Addendum # 07

By-laws and Covenants affected: Article IV Architectural Restrictions 4.09

Acticule IV, 4.09 will be amended to the Following:

4.09 By members. Fencing. Fences shall not be allowed, without approval and adoption by an affirmative vote of not less than 60% of the votes of all members of the association. The procedure for voting will follow the requirements in 10.4

Approval:

This addendum was unanimously approved by the board of officers on the June 17th Board meeting in 2025

Intent of change: Clarify procedure and stance on approving Fences.

Addenda to Record Book of Swan Creek of Nine Springs Home Owners Association, Inc.

These addenda apply to the bylaws of the Swan Creek of Nine Springs Home Owners Association, Inc.

Addendum # 01

By-laws affected: Article V (Board of Directors) 5.1 (Number)

Change:

"The business and affairs of the Association shall be governed by a Board consisting of three persons. These bylaws may be amended to enlarge or reduce the number of directors except that the number of directors shall not be reduced to less than three. "

To:

"The business and affairs of the Association shall be governed by a Board consisting of three to seven persons. These bylaws may be amended to enlarge or reduce the number of directors except that the number of directors shall not be reduced to less than three."effective immediately.

Approval: This addendum was unanimously approved by the board of officers on the January 6th board meeting in 2010

Intent of change: Allow up to seven persons to serve as board members.

Addendum # 02

By-laws affected: Article IV (Members) 4.2 (General and Special Charges; Payment of Same)

Change:

"General and special charges to members of the Association under the Declaration shall be established by the Board and adjusted in its discretion. Such charges shall be established and collected in the manner provided for in the declaration. Any member who is delinquent in making payment of any general or special charge will be subject to suspension of voting rights until such time as the delinquent charges are paid."

To:

Addenda to Record Book of Swan Creek of Nine Springs Home Owners Association, Inc.

These addenda apply to the bylaws of the Swan Creek of Nine Springs Home Owners Association, Inc.

Addendum # 03

By-laws affected: Article X (By Directors) addition of 10.3 (Changes in Covenants)

Addition:

10.3 By Directors. The Covenants may be altered, amended, repealed and new Covenants may be adopted by the Board if (a) such amendment or other change in the Covenants is adopted by affirmative vote of a majority of the number of directors present at or participating in any meeting at which a quorum is in attendance and (b) if Declarant is a member of the Association at the time of the amendment or other change in the Covenants, such amendment or other change is consented to by the Declarant. Notwithstanding the foregoing, no Covenant adopted by the members shall be amended or repealed by the board unless such authority is conferred by the members on the Board.

Approval: This addendum was unanimously approved by the board of officers on the June 17th board meeting in 2025

Intent of change: Allow Covenants to be changed by an affirmative vote of a majority of the number of directors present at or participating in any meeting at which a quorum is in attendance.

Addendum # 04

By-laws affected: Article IV (By Directors), Covernants 9.03 Collection , addition of 4.3.1 (Sanctions and Remedies)

Addition:

4.14 By Directors SANCTIONS AND REMEDIES. In addition to any other remedies or sanctions, express or implied, administrative or legal, the Association shall have the right, but not the obligation, to implement any one or more of the following actions against Owners and occupants who violate (or whose invitees violate) the provisions of the Governing Documents:

4.14.1 Impose a monetary fine for an isolated violation of the Governing Documents reasonably considering the severity of the violation and reasonably calculated to deter future violations, to be determined by the Board in its sole discretion.

4.14.2 Impose additional monetary fines for ongoing and continuous violations of the Governing Documents reasonably considering the severity of the violation and reasonably calculated to deter future violations, to be determined by the Board in its sole discretion, in an amount not to exceed $50 per day until the violation is discontinued or cured.

4.14.3 Foreclose any lien arising under the provisions of the Declaration, Bylaws, or under state law, in the manner provided by law for the foreclosure of mortgages under a power of sale, or by action, in the state where the properties are located.

4.14.4 Violations of any rule, regulation, or requirement set forth in the Articles of Incorporation, Declaration, Bylaws, or these Rules and Regulations are subject to the following enforcement procedure:

4.14.5 Upon the first violation, the Owner will receive a written warning summarizing the complaint and citing the rule or regulation that was violated. The Owner shall have ten (10) days from the date of the warning notice to resolve the violation or file an appeal.

4.14.6 Upon the second violation, a $50.00 fine will be assessed against the Owner's Unit. A second violation is considered a repeat of the same offense that is not appealed or corrected by the date required in Section 2.2.1, above. The Owner shall have ten (10) days from the date of the warning notice to resolve the violation or file an appeal.

4.14.7 Upon the third violation, a $100.00 fine will be assessed against the Owner's Unit. Failure to correct the violation or pay the fine within the time allowed shall result in an additional fine of $100.00 plus a $50.00 fine per day until the violation is resolved. The Owner shall have ten (10) days from the date of the warning notice to resolve the violation or file an appeal.

4.14.8 Failure of an Owner to pay the fines or appeal within the appropriate time frame may result in collection action. Owners are solely responsible for any costs related to collecting assessments and fines.

4.15 RIGHT TO APPEAL AND HEARING.

4.15.1 In the case of imposition of any of the remedies authorized by Section 4.14, the Board must mail or deliver to the Owner against whom the remedy is sought to be imposed a written notice specifying the general nature of the violation, the remedy to be imposed and the effective date of such imposition, at least 10 days prior to such effective date.

4.15.2 Said Owner has the right, upon written request delivered to the Board within the foregoing 10-day period, to a hearing before the Board. The hearing will be set by the Board at a reasonable time and place, with reasonable notice to the parties involved, but in no case later than 30 days after the request

for a hearing. Interested parties (i.e., the party requesting the hearing and the Board) shall have the right to appear and be heard at the hearing.

4.15.3 If a hearing is requested, the remedy imposed will not take effect until the hearing is completed or the matter is otherwise resolved by mutual agreement of the Board and the people against whom the remedy is sought, whichever event occurs first. If the person or persons against whom the remedy is sought do not appear at their duly notified hearing, the remedy imposed may be enforced forthwith. The decision of the Board and the rules for conduct of hearings established by the Board shall be final and binding on all parties.

4.15.4 The rights bestowed upon Owners by this Section 3 shall be the sole and exclusive remedy of such Owners with respect to the matters covered by this rule, except as may be otherwise specifically authorized by the Governing Documents.

4.16 COSTS OF PROCEEDING AND ATTORNEYS' FEES. In any legal or administrative proceeding arising between the Association and an Owner or occupant because of an alleged default or violation of the Governing Documents by an Owner or occupant, the Association is entitled to recover all costs and reasonable attorneys' fees incurred by it. The Association is also entitled to recover all of its costs, expenses, and reasonable attorneys' fees, if any, in the collection of any and all delinquent assessments.

4.17 LIENS FOR CHARGES PENALTIES ETC. Any fines, charges, penalties, interest costs, collection costs, court costs, or attorneys' fees imposed or incurred by the Association under this rule will be assessed against the Lot of the Owner against whom the same are imposed and will be lien against the Unit in the same manner as a lien for assessments and will also be a personal obligation of such Owner. The lien shall attach as of the date of imposition of the remedy but will not be final as to violations appealed under Section 4 until affirmed in writing by the Board of Directors following the hearing.

Approval: This addendum was unanimously approved by the board of officers on the June 17th Board meeting in 2025

Intent of change: Allow Covenants and bylaws to be enforced via a series of remedies including Fines.

Addendum # 05

By-laws affected: Article X (By Directors) addition of 10.4 (Member voting and Non-Binding Polling procedure.)

Addition:

10.3 By Directors. A non-Binding Informational Polling of members to gauge the Members stand on a specific issue may occur based on a petition of Members with a Minimum of 50 Signatures presented to the Board of Directors. Questions on the Poll will be written by the Board of Directors. The expenses for the Polling will be paid by the Petition initiators. The Board of Directors will mail the Poll questions and Tabulate the results by Posting the question and polling results on the SCHOA Website.

10.4 By Directors. Voting by members on Changes proposed in Covenants, Bylaws, Rules and Regulations or in Incorporation filings may occur based on a petition of Members with a Minimum of 50 Signatures presented to the Board of Directors. The Changes proposed will be written by the Board of Directors. The expenses for the Voting

will be paid for by the Petition initiators. The Board of Directors will mail the Voting subject and Tabulate the results by Posting the question and voting results on the SCHOA Website.

In all cases, and change in Covenants, Rules and Regulations, or Bylaws proposed by members will require a voting approval of 60% of all members as stated in the Covenants.

Approval:

This addendum was unanimously approved by the board of officers on the June 17th Board meeting in 2025

Intent of change: Clarify and provide a procedure for Polling members and for Voting by members on a proposed change in Covenants, Bylaws, Rules and Regulations.

Addendum # 06

By-laws affected: Article X (By Members) amendment of 10.1 (Member bylaw changes.)

Amendment 10.1 will be amended to the Following:

10.1 By members. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the members if such amendment or other change in the Bylaws is adopted by affirmative vote of not less than 60% of the votes of all members of the association. The procedure for voting will follow the requirements in 10.4

Approval:

This addendum was unanimously approved by the board of officers on the June 17th Board meeting in 2025

Intent of change: Clarify and provide a procedure for altering, amending or changing of Bylaws by members.

RECORD OF ACTION TAKEN BY CONSENT OF THE
INCORPORATOR OF
SWAN CREEK OF NINE SPRINGS
HOME OWNERS ASSOCIATION, INC.

The undersigned, who is the incorporator of SWAN CREEK OF NINE SPRINGS HOME OWNERS ASSOCIATION, INC., a Wisconsin nonstock corporation (the "Corporation"), consents to the following action pursuant to Wisconsin Statutes section 181.0205:

Each of the individuals is elected as a director of the Corporation to serve until his or her successor is duly elected and qualified or until his or her prior death, resignation or removal:

Phillip A. Sveum

Peter A. Sveum

Randy Christianson

Dated: July 26, 2004.

INCORPORATOR:

/Jesse S. Ishikawa

Madison\128614JDB:ASC

RECORD OF ACTION TAKEN BY THE BOARD OF DIRECTORS OF SWAN CREEK OF NINE SPRINGS HOME OWNERS ASSOCIATION, INC.

The undersigned, being all the directors of SWAN CREEK OF NINE SPRINGS HOME OWNERS ASSOCIATION, INC., a Wisconsin nonstock corporation (the "Corporation"), approve the following actions effective July 26, 2004:

RECITALS

A. The undersigned directors of the Corporation deem it to be in the best interests of the Corporation to approve and adopt the attached Articles of Incorporation and Bylaws.

B. The undersigned deem it to be in the best interests of the Corporation to name the initial officers of the Corporation and to name the members of the Architectural Control Committee.

RESOLUTIONS

1. The Articles of Incorporation of the Corporation filed with the Wisconsin Department of Financial Institutions on July 26th, 2004 are approved and adopted.

2. The Bylaws of the Corporation prepared by counsel to the Corporation and reviewed by the undersigned are approved and adopted and the Secretary of the Corporation is directed to file such Bylaws in the minute book of the Corporation.

3. The following are hereby named as officers of the Corporation:

President:	Phillip A. Sveum
Vice President:	Peter A. Sveum
Secretary:	Peter A. Sveum
Treasurer:	Phillip A. Sveum

4. Each of the following individuals is hereby named to the Architectural Control Committee to serve until his or her successor is duly elected and qualified or until his or her prior death, resignation or removal:

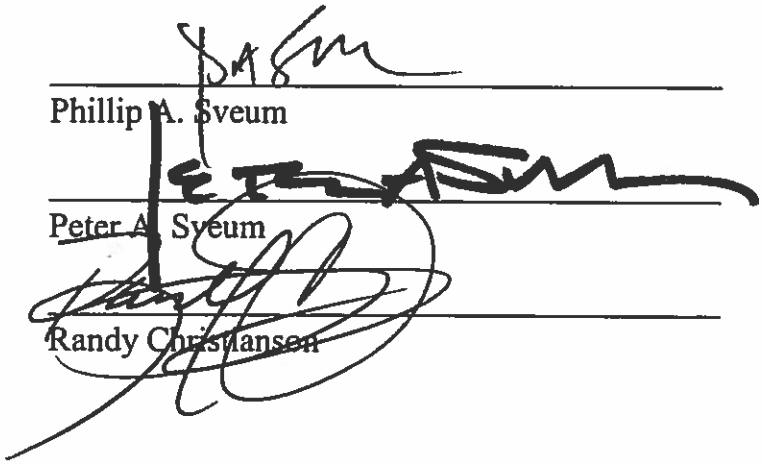
Phillip A. Sveum

Peter A. Sveum

Randy Christianson

The undersigned execute the foregoing Record of Action as of the date first written above.

DIRECTORS:



Phillip A. Sveum

Peter A. Sveum

Randy Christiansen

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
3584036

11/07/2002 07:51:11AM

Trans. Fee:
Exempt #:

Rec. Fee: 91.00
Pages: 41

Document No.

DECLARATION OF PROTECTIVE COVENANTS FOR LOTS 1 THROUGH 107, INCLUSIVE, SWAN CREEK OF NINE SPRINGS

000169

Return to:
Jesse S. Ishikawa
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

SEE EXHIBIT A
Parcel Number

DECLARATION OF PROTECTIVE COVENANTS FOR LOTS 1 THROUGH 107, INCLUSIVE, SWAN CREEK OF NINE SPRINGS

THIS DECLARATION, made this 30th day of October, 2002, by FITCHBURG LANDS, LLC ("Developer").

RECITALS:

A. The Developer now owns certain lands in the City of Fitchburg, Dane County, Wisconsin (the "City") , legally described as Lots 1 through 107, inclusive (the "Lots"), Swan Creek of Nine Springs, City of Fitchburg, Dane County, Wisconsin.

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

NOW, THEREFORE, Developer declares that the Lots 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 Lots, and run with the land, and shall bind the successors in interest, any owner thereof, and the owner of any interest therein.

ARTICLE I

STATEMENT OF PURPOSE

1.01 General Purpose. The general purpose of this Declaration is to help assure that the Lots will become and remain an attractive community; to preserve and maintain the natural beauty of the Lots; to insure the most appropriate development and improvement of each Lot; 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 Lots; to encourage design that enhances communication between neighbors; and to encourage and secure the construction of attractive residential structures thereon.

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

1.03 Information Survey. An Owner desiring approval for a single family dwelling unit shall complete a survey form prepared by the City, but provided by the Committee, and provide such completed survey form to the Committee at the time of approval. The Committee shall, on an occasional basis provide the survey forms to the City Planning Department.

ARTICLE II

DEFINITIONS

The following definition shall be applicable to this Declaration:

2.01 Association. The Swan Creek of Nine Springs Home Owners Association, Inc., a Wisconsin nonprofit, nonstock corporation, its successors and assigns.

2.02 City. The City of Fitchburg, Wisconsin.

2.03 Committee. The Architectural Control Committee described in Section 3.01(a).

2.04 Common Areas. All real property, real property interests, fixtures and equipment owned by the Association for the common use and enjoyment of the Owners, which real property shall include lands conveyed to the Association by Developer, for the common use of the Owners and for the common benefit of the Subdivision. The Common Area shall initially include those interests described on Exhibit B.

2.05 Declaration. This Declaration of Protective Covenants.

2.06 Developer. Fitchburg Lands, LLC, its successors and assigns.

2.07 Dwelling. The detached single-family dwelling referred to in Section 5.01.

2.08 Lot. Any of Lots 1 through 107, inclusive, Swan Creek of Nine Springs.

2.09 Outlot. Any Outlot within the Subdivision.

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

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

2.12 Subdivision. All lands located within Swan Creek of Nine Springs.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

3.01 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 consist of no fewer than two (2) and no more than five (5) persons designated by Developer, one of whom shall be an officer or employee of Developer (the "Developer Member") and the remainder of whom shall be persons with expertise in architecture, construction, landscape architecture, land development, or design. All members of the Committee shall serve at the Developer's pleasure (until such time as Developer no longer owns any interest in any lands within the Swan Creek of Nine Springs). A majority of the Committee (including the Developer Member) may designate a representative to act for it, in which case such representative shall have and may exercise all of the powers of the Committee until such designation has been revoked by a majority of the Committee. Notwithstanding the foregoing provisions, at such time as Developer no longer owns any lands within the Swan Creek of Nine Springs, the Developer and Committee members who are appointees of Developer shall, within thirty (30) days thereafter, resign from the Committee. Thereafter, the directors of the Association shall elect the members and fill vacancies on the Committee. In the event of any vacancy, Developer shall, within thirty (30) days thereafter, appoint a new member to fill the vacancy on the Committee. A member of the Committee may resign by submitting a written resignation to the address to which submissions to the Committee are to be sent under Section 3.02. For the purpose of this Article, each Lot shall constitute a unit having a single vote.

3.02 Procedure. An Owner desiring to construct a building or otherwise improve a Lot shall submit to the Committee, for its written approval, construction plans and specifications for all improvements, and a plot plan showing the location of all contemplated improvements and elevation at top of foundation walls (for certain lots, see minimum elevations on Exhibit "F"). Unless otherwise directed by the Committee, the items submitted to the Committee shall include:

(a) Construction details for all buildings, structures, fences, walls and other improvements;

(b) Proposed facades of any building, including the style, color and location of eaves and windows;

(c) Description of materials to be used in any building or improvement;

(d) A detailed site plan showing the building footprint and driveway;

(e) The color scheme of all improvements;

(f) Detailed landscape plans and specifications, which shall show trees to be removed, existing trees, their species, size and location, and the size and location of proposed trees, shrubs, fences, berms, walls, patios, family gardens, proposed trees, bedding plantings, and other landscape materials; and

(g) Such other materials as the Committee may deem necessary.

Unless otherwise directed by the Committee, all structures shall be designed by a registered architect, a professional engineer experienced in home design, or individual/company specializing in home design. 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 3.02 have been submitted. All such submissions shall be made to Developer at its principal place of business (or, if Developer ceases to be a member of the Committee, such other address that the Committee may designate), together with any applicable fee required under Section 3.05. Developer 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 unanimous written consent of at least two of its members (including the Developer Member), may take action without a meeting. The Committee may approve, disapprove or approve subject to stated conditions the construction plans. If the Committee conditionally approves the construction plans, then the applicant shall be entitled to resubmit such plans. The Committee's decision

shall be in writing, signed by one or more Committee members. If such plans are not rejected, then the owner of the Lot shall construct the 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.

3.03 Standards. The Committee shall have the right to reject any plans and specifications or plot plans which, in the judgment and sole opinion of a majority of its members, or the representative of the Committee:

(a) are not in conformity with any of the restrictions set forth in this Declaration; or

(b) are not desirable for aesthetic reasons; or

(c) are not in harmony with buildings located on the surrounding Lots; 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.

3.04 Occupancy. No structure shall be occupied unless it has been approved by the Committee pursuant to Section 3.02 hereof, constructed in accordance with the plans as approved by the Committee, and an occupancy permit has been issued therefor.

3.05 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.

3.06 Approval of Contractors. For each building constructed or placed on any Lot subject to this Declaration, 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.

3.07 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:

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

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

(c) The development of any property within the Lots.

ARTICLE IV

ARCHITECTURAL RESTRICTIONS

4.01 Front and Side Yard Requirements. No building or any part thereof shall be located closer to the front, side and rear yard Lot lines than the minimum number of feet reflected in each lot's building envelope. Additionally, a minimum setback of 25 feet and maximum setback of 28 feet is required for lots 63-66, 51, and 52-59, and 67 to 107, inclusive.

4.02 Floor Area Minimums: Lots 23 through 32, inclusive and Lots 41 through 44, inclusive. Each Dwelling constructed on any of Lots 23 through 32, inclusive, or 41 through 44, inclusive, shall have a minimum of the following floor area of finished living space:

(a) Single-story houses shall have not less than two thousand (2,000) square feet of finished area.

(b) Split-level houses shall have not less than two thousand (2,000) square feet of finished area on two levels.

(c) Raised ranch houses shall have not less than two thousand (2,000) square feet of finished area on the main level.

(d) Two-story houses shall have not less than two thousand six hundred (2,600) square feet of finished area on both floors.

(e) 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.

(f) The main level is defined as the level that is totally above the finished grade of the Lot.

4.03 Floor Area Minimums: Lots 1 through 22, inclusive and Lots 33 through 40, inclusive and Lots 45 through 49, inclusive. Each Dwelling constructed on any of Lots 1 through 22, Lots 33 through 40, and 45 through 49, inclusive, shall have a minimum of the following floor area of finished living space:

(a) Single-story houses shall have not less than one thousand five hundred (1,500) square feet of finished area.

(b) Split-level houses shall have not less than one thousand five hundred (1,500) square feet of finished area on two levels.

(c) Raised ranch houses shall have not less than one thousand five hundred (1,500) square feet of finished area on the main level.

(d) Two-story houses shall have not less than two thousand (2,000) square feet of finished area on both floors.

(e) 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.

(f) The main level is defined as the level that is totally above the finished grade of the Lot.

4.04 Floor Area Minimums: Lots 50 through 107, inclusive. Each Dwelling constructed on any of Lots 50 through 107, inclusive, shall have a minimum of the following floor area of finished living space:

(a) Single-story houses shall have not less than one thousand one hundred (1,100) square feet of finished area.

(b) Split-level houses shall have not less than one thousand one hundred (1,100) square feet of finished area on two levels.

(c) Raised ranch houses shall have not less than one thousand one hundred (1,100) square feet of finished area on the main level.

(d) Two-story houses shall have not less than one thousand three hundred (1,300) square feet of finished area on both floors.

(e) 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.

(f) The main level is defined as the level that is totally above the finished grade of the Lot.

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

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

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

(c) No plywood siding shall be allowed.

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

(e) 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.

(f) Minimum thickness of vinyl siding shall be .044 and aluminum siding .019.

It is the intent of the Developer 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 Lots, and material and design accents shall be incorporated as depicted in Exhibit "E".

4.06 Building Elevations. All elevations of the building 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 and overall design concept of the building. The Committee should be entitled to reject any plans which would result in a building that would be incompatible with neighboring structures, that would not harmonize with the natural surroundings or that would violate any of the standards set forth in Section 3.03.

In addition, the following restrictions shall apply to Dwellings built on lots 23 – 32, inclusive, and 41 – 44, inclusive:

(a) Vinyl and aluminum siding is restricted to rear elevation.
(b) Brick and/or stucco and other organic material is required on other elevations.

In addition, the following restrictions shall apply to Dwellings built on lots 1 through 22, inclusive and lots 33 through 40, inclusive and lots 45 through 107, inclusive:

(a) Vinyl and aluminum siding is restricted to rear and side elevations, and up to 70% of front elevation.
(b) Brick, stucco, or other organic material is required on balance of front elevation.

4.07 Building Location. All buildings should be sited on the Lot to present their most desirable face to the street and where possible should be related to buildings on adjoining Lots. The Committee may check sight lines based on proposed structure location to minimize the structure's obstruction of views from neighboring Lots.

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

4.09 Fencing. Fences shall not be allowed, without the prior written consent of the Committee.

4.10 Mailboxes and Exterior Yard Lights. The Developer shall provide to each home a mailbox, newspaper tube, and post to be installed by the builder on the Lot in accordance with the United States Post Office Department regulations. All exterior lights shall be "cut-off" lights.

4.11 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 50% of the home's total front elevation.

No trailer, basement, tent, treehouse, shack, detached garage, barn or outbuilding, or any part thereof, shall be constructed or permitted to remain on any Lot, temporarily or permanently, except for construction trailers during the period of construction.

4.12 Landscaping. The following guidelines shall be followed for each Lot:

(a) Landscape plans shall be developed to enhance the ambience of each Lot. The overall plan should pay particular attention to street side foundation plantings and should adapt to the surrounding topography of the Lot.

(b) All plantings to be placed upon the Lot 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.

(c) 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.

(d) No Owner shall grade or obstruct any swale or drainage way whether in an easement or not which is in existence at the time of construction so as to impede the flow of surface water from other Lots through such swale or drainage way. The elevation of a Lot shall not be changed so as to materially affect the surface elevation, grade, or drainage pattern of the surrounding Lots. Any modification to drainage patterns shall be approved by the Committee and the City of Fitchburg Engineer. Each Lot 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 under Section 3.02.

(e) Upon completion of homes and yards within the plat, the City Engineer shall cause installation of street trees. Trees that are planted on owner's property or in right-of-way immediately adjacent to said property, shall be the responsibility of the owner to maintain watering and reasonable care.

4.13 Construction Deadline. Each residential structure constructed shall have its entire external construction completed within twelve (12) months from the date of issuance of the building permit except for delays in completion due to strike, war, or act of God.

4.14 Driveways. All driveways from the garage to the street shall be concrete (cement) or other acceptable concrete application within thirty (30) days of occupancy or upon completion of construction, whichever comes first, unless winter weather conditions restrict the Owner's ability to complete such construction. All driveways shall have sufficient space to allow for parking of no fewer than two cars.

4.15 Variances. The Committee is authorized to grant variances from any provision of this Declaration where such variances will assist in carrying out the intent and spirit of this Declaration and where strict application of the provision would result in a particular hardship to the person seeking the variance.

4.16 Inspections. The Committee and its designated representatives shall have the right to inspect the construction of any improvements to any Lot, 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.

4.17 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, as generally depicted in Exhibit "D", and Developer will provide additional information upon request.

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

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

4.20 Impervious Surface Ratios. Impervious surface ratios in Swan Creek of Nine Springs shall not exceed those listed in Exhibit "C".

ARTICLE V

USE RESTRICTIONS

5.01 Single-Family Residences. Each Lot shall be used for single family residential purposes, with the following as exceptions:

(a) The Committee may approve the use of one or more Lots for churches or educational facilities if, in the Committee's discretion, the churches or educational facilities are architecturally compatible with the Lots.

(b) The Committee may approve the use of one or more Lots as a swimming pool or tennis complex, provided a majority of the Owners have agreed in writing to the construction of such a facility.

(c) Developer may use one or more Lots as a sales office and/or model home for purposes of marketing Lots and Dwellings.

A Lot 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. 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. No business, whether or not for profit, including, without limitation, any day care center (with the exception of in-home child care 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:

(i) maintaining his or her personal professional library in his or her Dwelling;

(ii) keeping his or her personal business or professional records or accounts in his or her Dwelling;

(iii) handling his or her personal or business records or accounts in his or her Dwelling; or

(iv) handling his or her personal business or professional telephone calls or correspondence from his or her Dwelling.

Nothing in this Section 5.01 shall authorize the maintaining of an office (other than a sales office as described in Section 5.01(c)) at which customers or clients customarily call and the same is prohibited.

5.02 Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than six square feet advertising the Property for sale during the hours of open house showings only, or signs provided and allowed exclusively by the Developer for builders or licensed real estate brokers during the initial construction and sales periods. The Developer reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the subdivision, specifically Lot 17, and to erect appropriate signage for the sales of Lots.

5.03 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All clippings, rocks or earth must be in containers. No Outlots shall be used for dumping.

5.04 Storage. The parking of service vehicles owned or operated by the Lot owners 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 5.04 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.

5.05 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 Lot 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 Lot shall be responsible for maintaining the Lot 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 3.02.

5.06 Pets and Animals. No more than three uncaged domestic animals may be kept at any one time within a Dwelling. Furthermore, no Rottweilers or Pit Bulls shall be allowed upon any Lot, unless otherwise approved by the Committee. No commercial boarding shall be allowed. Kennels shall be inside the Dwelling unless otherwise approved by the Committee.

5.07 Antennae. To the extent this restriction is permitted by applicable law, no exterior antennas, windmills or satellite dishes shall be erected on any structure or Lot without the prior written approval of the Committee.

5.08 Parade of Homes. While the developer retains ownership of any Lots, the Developer reserves the right to submit some or all of said Lots as a site for the Parade of Homes of the Madison Area Builders Association. In the event some or all of said lots are selected as a site for the Parade of Homes by the Madison Area Builders Association, this Declaration shall, as to the Lots enrolled in the Parade of

Homes, for the limited period of time commencing 48 hours prior to the commencement of the Parade of Homes and ending 48 hours after the conclusion of the Parade of Homes, be deemed temporarily altered and modified, to the extent necessary, to permit the Madison Area Builders Association to hold its Parade of Homes in this subdivision pursuant to the then current Parade of Homes Rules and Developer's Checklist of the Madison Area Builders Association. All purchasers of Lots, and their successors and assigns, shall take title subject to this specific reservation by the Developer and shall waive all rights to object to violations of this Declaration by the Developer, the Madison Area Builders Association, or any of the builders or participants in the Parade of Homes during the period of the Parade(s) as set forth above, and the closing of any public or private streets in the Parade of Homes area. All Lot Owners appoint the Developer as their attorney in fact to execute all necessary petitions, applications and consents to facilitate said street closing for the Parade of Homes.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

6.01 Members. Every Owner in fee simple of a Lot shall automatically be deemed to be a member of the Swan Creek of Nine Springs Home Owners Association, Inc., a Wisconsin nonprofit, nonstock corporation (which together with its successors and assigns, is referred to herein as the "Association"). Land contract vendees and not land contract vendors shall be members of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. If this Declaration is expanded to include additional property as described in Section 11.05, below, membership in the Association may be expanded to include owners of platted lots and associations of condominium unit owners within such additional property on such terms, and with such voting rights, as are set forth in the amended or supplemental declaration of covenants and restrictions used to expand this Declaration to such additional property.

6.02 Voting Rights. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners of Lots, with the exception of the Developer. Class A members shall be entitled to one

vote for each such Lot owned. When more than one person holds any interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B members shall be the Developer. The Class B member shall be entitled to two (2) votes for each lot owned. The Class B membership shall terminate and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

(i) The Developer shall have notified the Board of Directors of the Association in writing that no further properties will be brought within the jurisdiction of the Association by the recording of amended or supplemental declarations under Section 11.05 and the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or

(ii) on the thirtieth (30th) anniversary of the date this Declaration is recorded.

6.03 Master Association. The Association shall have the power to delegate its responsibilities under this Declaration to a master association that includes as members representatives and/or members of other condominium owners' and home owners' associations.

ARTICLE VII

COMMON AREAS

7.01 Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for enforcing this Declaration and for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto, if any), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall be governed in accordance with the Association's articles and bylaws.

7.02 Members' Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right to easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, and every Member shall have a right of enjoyment in the Common Area.

7.03 Extent of Owners' Easements. The Owners' easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to establish reasonable rules regulating use of the Common Area; and

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by the Class B members and two-thirds of the Class A members agreeing to such dedication or transfer has been recorded.

7.04 Delegation of Use. Any Owner may delegate his or her right of enjoyment to the Common Area and facilities to the members of his or her family and to his or her guests subject to such general regulations as may be established from time to time by the Association.

7.05 Damage or Destruction of Common Area by Owner. In the event any Common Area is damaged or destroyed by an Owner or any of his or her guests, tenants, licensees, agents or member of his or her family, such Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a special assessment upon the Lot of said Owner.

7.06 Maintenance of Entryways and Common Areas Conveyed to Association. The Association shall be responsible for maintenance of any and all landscaping and vegetation growing within any Common Area, and signage for Swan Creek neighborhood.

7.07 Acquisition of Additional Common Area. The Association may acquire (by gift, purchase or otherwise) and improve additional real property as and for Common Area upon approval by the Class B member and by a two-thirds majority of the Class A members who are voting in person or by proxy at a meeting of the Association duly called for this purpose.

ARTICLE VIII

DIVISION OF LOTS BY OWNERS

None of the Lots shall be further divided or reduced in size without the prior written approval of the Committee. In no instance shall such division create a parcel which is not developable in compliance with this Declaration or which would violate any applicable state or local laws, ordinances or regulations regulating the subdivision of lands.

ARTICLE IX

CHARGES AND ASSESSMENTS

9.01 General Annual Charge. All Lots shall be subject to general annual charges, which may be determined and assessed annually by the Association, solely for the purpose of defraying the pre-litigation and litigation related costs and expenses (including actual attorneys' fees) of the Association in carrying out its stated purposes and functions and for maintaining and improving the Common Area. The general charge shall be sufficient to raise an amount which, in the reasonable judgment of the Association, may be required for the ensuing calendar year (including interest costs). The amount of the charge to be levied against each Lot shall be equal to the total charges times a fraction, the numerator of which shall be 1 and the denominator of which shall be the total number of Lots. The denominator is subject to increase should additional property be added under Section 11.05, below. Furthermore, if additional property is added that under Section 11.05, below that is not single-family residential property, the apportionment of charges between such property and the Lots shall be as set forth in the amendment to this Declaration that adds the additional property. Such charges shall be paid annually to the Association on or before March 1 of each year.

9.02 Special Charges. All Lots shall be subject to special charges, which may be determined and assessed by the Association for the expenses described in Section 9.01 for which the general annual charges are inadequate.

9.03 Collection. The right to collect or enforce the collection of charges is hereby exclusively delegated to the Association. The Owner of a Lot, or any portion thereof, shall be personally obligated to pay such charges which were assessed or accrued upon the land owned during the period of ownership. All charges which are unpaid when due shall from such date become and remain a lien upon the Lot until paid, with interest thereon from the due date of Twelve Percent (12%) per annum until paid in full. The Association shall have the sole right to bring any and all actions and proceedings for the collection of the charges and the enforcements of liens therefor. Any liens securing unpaid charges arising by virtue of this Article IX shall be subject and subordinate to the lien of any mortgage whether the mortgage is executed or recorded prior to or after the creation of such liens. Nothing herein contained shall present or impede the collection of lawful charges, taxes or similar charges by the City. The Association may commence an action against any Owner personally obligated to pay the charges or to foreclose the lien for such charge against any Lot. Any such foreclosure action may be brought, at the Association's election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wisconsin Statutes, to the extent said section is applicable. The Association shall, upon the written request of an owner or purchaser of any Lot, issue a Certificate of Status of Lien. If an attorney is retained to enforce any such delinquent charge, reasonable attorney's fees, title charges and court costs and other costs incurred shall be added to and become a part of such charge.

ARTICLE X

DISCLOSURES

Each Owner, by acceptance of a deed to a Lot, acknowledges that at present, the comprehensive development plan approved by the City of Fitchburg for Swan Creek of Nine Springs anticipates that the lands within Swan Creek of Nine Springs will be used as follows:

(a) Outlot 4, Swan Creek of Nine Springs: dedicated to the City of Fitchburg for park/drainage/trail corridor.

(b) Outlot 5, Swan Creek of Nine Springs: low density single family residential.

(c) Outlot 6, Swan Creek of Nine Springs: high density apartments and/or neighborhood retail and/or civic uses.

(d) Outlot 7, Swan Creek of Nine Springs: dedicated to the City of Fitchburg for open space and environmental corridor.

(e) Outlot 8, Swan Creek of Nine Springs: dedicated to the City of Fitchburg for park and environmental corridor.

(f) Outlot 9, Swan Creek of Nine Springs: high density condominiums.

(g) Outlot 13, Swan Creek of Nine Springs: dedicated to the City of Fitchburg for drainage/trail/environmental corridor.

(h) Outlot 14, Swan Creek of Nine Springs: high density condominiums.

(i) Outlot 16, Swan Creek of Nine Springs: medium density condominiums.

(j) Outlot 17, Swan Creek of Nine Springs: dedicated to the City of Fitchburg for drainage/trail/environmental sanitary sewer corridor.

(k) Outlot 18, Swan Creek of Nine Springs: medium density condominiums.

(l) Outlot 19, Swan Creek of Nine Springs: dedicated to the City of Fitchburg for park and environmental corridor.

(m) Outlot 20, Swan Creek of Nine Springs: dedicated to the City of Fitchburg for park and environmental corridor.

(n) Outlot 21, Swan Creek of Nine Springs: dedicated to the City of Fitchburg for park and environmental corridor.

(o) Outlot 22, Swan Creek of Nine Springs: dedicated to the City of Fitchburg for open space and drainage/environmental/ sanitary sewer corridor and for use as a park.

(p) Outlot 23, Swan Creek of Nine Springs: dedicated to the City for public purposes.

(q) Outlot 24, Swan Creek of Nine Springs: dedicated to the City of Fitchburg for park.

(r) Outlot 25, Swan Creek of Nine Springs: potential school site or medium density condominiums.

Accordingly, the undersigned Developer, on behalf of itself and on behalf of all persons who may in the future acquire title to any of the Lots, hereby specifically waives any rights to object to the development of any of said lands for such purposes. The lands described in this Article X, and the uses thereof, are not subject in any manner whatsoever to the terms of this Declaration, and the uses described above for such lands are only those uses that are intended at this time.

ARTICLE XI

MISCELLANEOUS

11.01 Terms and Amendment. Unless amended as provided herein, this Declaration shall run with the land and shall be binding upon all persons claiming an interest in a Lot, or through Developer for a period of thirty (30) years from the date this Declaration is initially recorded. Until Developer no longer holds any interest in any lands located within the Swan Creek of Nine Springs, this Declaration may be amended by the recording of a written instrument executed by or on behalf of all the following: (1) Developer and (2) the owners of at least Sixty Percent (60%) of the Lots subject to this Declaration, as the same may be expanded. Thereafter until the termination of this Declaration, this Declaration may be amended by the recording of an instrument executed by the owners of at least Sixty Percent (60%) of the Lots subject to this Declaration, as the same may be expanded. After the expiration of the

initial term of this Declaration, this Declaration (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 Lots 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 Lot shall constitute a unit having a single vote. The special rights that are given to Developer under this Declaration may be assigned by a written recorded instrument, in which case the assignee shall be the "Developer" for all purposes under this Declaration.

11.02 Enforcement. Developer 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 the Declaration, 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 this Declaration.

11.03 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.

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

11.05 Additions to, and Subdivision of, Existing Property. The Developer, its successors and assigns shall have the right, but shall not be obligated, to bring within and subject to this Declaration, at such times and in such stages as Developer in its sole discretion shall determine, additional lands, by executing and recording with the Register of Deeds for Dane County amended or supplemental declarations of covenants and restrictions with respect to the additional property. Such amended and supplemental declarations may impose restrictions and covenants upon the additional property that differ from those contained in this Declaration. Under no circumstances shall this Declaration or any amended or supplemental declaration bind the Developer, its successors or assigns, to make any additions (except as specifically agreed therein).

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

Executed at Fitchburg, Wisconsin, the day and year first above written.

FITCHBURG LANDS, LLC
(the "Developer")

By: Sveum Enterprises, Ltd.,
Manager
By: _____
Phillip A. Sveum, President

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 30 day of October, 2002, the above-named Phillip A. Sveum and to me known to be the president of Sveum Enterprises, Ltd., who executed the foregoing instrument, and acknowledged the same.

_____
Name: Judith Ramsfield
Notary Public, State of Wisconsin
My Commission: 11/04/04

This instrument was drafted by:

Jesse S. Ishikawa
Reinhart Boerner Van Deuren, s.c.
22 East Mifflin Street, Suite 600
P.O. Box 2018
Madison, WI 53701-2018

000193

EXHIBIT A

Tax Parcel Numbers

Swan Creek

FULL_ADDR	DESC_TEXT	PARCEL_NO
2800 BIG BLUESTEM PKWY	SWAN CREEK OF NINE SPRINGS OUTLOT 4	060911240012
5766 BLACKBERRY DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 3	060911340232
5274 CATTAIL DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 23	060911320832
5275 CATTAIL DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 22	060911320722
5175 E CHERYL PKWY	SWAN CREEK OF NINE SPRINGS OUTLOT 21 SUBJ TO PUBL ESMT	060911300502
2755 CRINKLE ROOT DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 80	060911360402
2760 CRINKLE ROOT DR	SWAN CREEK OF NINE SPRINGS OUTLOT 22	060911362002
2761 CRINKLE ROOT DR	SWAN CREEK OF NINE SPRINGS OUTLOT 13	060911326252
2747 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 12	060911341222
2750 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 55	060911342052
2751 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 13	060911341332
2754 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 54	060911341942
2755 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 14	060911341442
2758 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 53	060911341832
2759 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 15	060911341552
2762 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 52	060911341722
2763 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 16	060911320062
2766 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 51	060911323912
2767 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS OUTLOT 2	060911325002

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FULL_ADDR	DESC_TEXT	PARCEL_NO
2770 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 50	060911323802
2781 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 17	060911320172
2785 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 18	060911320282
2786 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 49	060911323692
2789 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 19	060911320392
2790 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 48	060911323582
2793 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 20	060911320502
2794 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 47	060911323472
2797 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 21	060911320612
2798 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 46	060911323362
2801 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 22	060911320722
2802 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 45	060911323252
2805 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 23	060911320832
2806 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 44	060911323142
2809 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 24	060911320942
2810 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 43	060911323032
2813 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 25	060911321052
2817 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 26	060911321162
2821 HOLLYHOCK ST	SWAN CREEK OF NINE SPRINGS PLAT LOT 27	060911321272
5152 LACY RD	SWAN CREEK OF NINE SPRINGS OUTLOT 24 SUBJ TO PUBL ESMT	060911362502
5200 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS PLAT LOT 80	060911360402
5203 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS LOT 107	060911360972

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FULL_ADDR	DESC_TEXT	PARCEL_NO
5204 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS PLAT LOT 79	060911360292
5207 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS PLAT LOT 81	060911360512
5208 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS PLAT LOT 78	060911360182
5211 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS PLAT LOT 82	060911360622
5212 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS PLAT LOT 77	060911360072
5215 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS PLAT LOT 83	060911343832
5216 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS PLAT LOT 76	060911343662
5219 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS PLAT LOT 84	060911343942
5220 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS PLAT LOT 75	060911343552
5223 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS LOT 85	060911344052
5224 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS PLAT LOT 74	060911343442
5227 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS LOT 86	060911344162
5228 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS PLAT LOT 73	060911343332
5230 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS OUTLOT 12	060911361252
5231 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS LOT 87	060911344272
5232 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS PLAT LOT 72	060911343222
5235 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS LOT 88	060911344382
5236 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS PLAT LOT 71	060911343112
5239 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS LOT 89	060911344492
5240 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS PLAT LOT 70	060911343002
5243 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS LOT 90	060911344602
5244 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS PLAT LOT 69	060911342892

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FULL_ADDR	DESC_TEXT	PARCEL_NO
5247 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS LOT 91	060911344712
5248 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS PLAT LOT 68	060911342782
5251 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS LOT 92	060911344822
5252 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS PLAT LOT 67 SUBJ TO RECREATIONAL	060911342672
5255 SNAPDRAGON TRL	SWAN CREEK OF NINE SPRINGS LOT 93 SUBJ TO RECREATIONAL PATH	060911344932
5204 STONEMAN DR	SWAN CREEK OF NINE SPRINGS LOT 107	060911360972
5205 STONEMAN DR	SWAN CREEK OF NINE SPRINGS OUTLOT 20	060911361752
5208 STONEMAN DR	SWAN CREEK OF NINE SPRINGS LOT 106	060911360862
5212 STONEMAN DR	SWAN CREEK OF NINE SPRINGS LOT 105	060911360752
5216 STONEMAN DR	SWAN CREEK OF NINE SPRINGS LOT 104	060911346142
5220 STONEMAN DR	SWAN CREEK OF NINE SPRINGS LOT 103	060911346032
5224 STONEMAN DR	SWAN CREEK OF NINE SPRINGS LOT 102	060911345922
5228 STONEMAN DR	SWAN CREEK OF NINE SPRINGS LOT 101	060911345812
5230 STONEMAN DR	SWAN CREEK OF NINE SPRINGS OUTLOT 15	060911346502
5232 STONEMAN DR	SWAN CREEK OF NINE SPRINGS LOT 100	060911345702
5236 STONEMAN DR	SWAN CREEK OF NINE SPRINGS LOT 99	060911345592
5240 STONEMAN DR	SWAN CREEK OF NINE SPRINGS LOT 98	060911345482
5244 STONEMAN DR	SWAN CREEK OF NINE SPRINGS LOT 97	060911345372
5248 STONEMAN DR	SWAN CREEK OF NINE SPRINGS LOT 96	060911345262
5252 STONEMAN DR	SWAN CREEK OF NINE SPRINGS LOT 95	060911345152
5256 STONEMAN DR	SWAN CREEK OF NINE SPRINGS LOT 94 SUBJ TO RECREATIONAL PATH	060911345042
5261 STONEMAN DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 9	060911340892

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FULL_ADDR	DESC_TEXT	PARCEL_NO
5262 STONEMAN DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 56	060911342162
5265 STONEMAN DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 10	060911341002
5266 STONEMAN DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 55	060911342052
5269 STONEMAN DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 11	060911341112
2701 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS OUTLOT 1	060911346252
2706 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS OUTLOT 17	060911347002
2709 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 2	060911340122
2715 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 3	060911340232
2719 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 4	060911340342
2723 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 5	060911340452
2727 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 6	060911340562
2731 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 7	060911340672
2735 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 8	060911340782
2739 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 9	060911340892
2751 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 56	060911342162
2755 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 57	060911342272
2759 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 58	060911342382
2763 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 59	060911342492
2765 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS OUTLOT 11	060911326002
2766 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 66	060911324762
2767 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 60	060911324102
2770 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 65	060911324652

000198

FULL_ADDR	DESC_TEXT	PARCEL_NO
2771 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 61	060911324212
2774 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 64	060911324542
2775 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 62	060911324322
2778 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 63	060911324432
2789 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 37	060911322372
2790 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 36	060911322262
2793 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 38	060911322482
2794 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 35	060911322152
2797 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 39	060911322592
2798 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 34	060911322042
2801 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 40	060911322702
2802 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 33	060911321932
2803 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS OUTLOT 10	060911325752
2805 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 41	060911322812
2806 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 32	060911321822
2809 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 42	060911322922
2810 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 31	060911321712
2814 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 30	060911321602
2818 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 29	060911321492
2822 SUNFLOWER DR	SWAN CREEK OF NINE SPRINGS PLAT LOT 28	060911321382

000199

EXHIBIT B

000200

COMMON AREAS

Easements for signage to be granted to the Association pursuant to a separate document and covering portions of Outlots 6, 18 and 25, Swan Creek of Nine Springs, in the City of Fitchburg, Dane County, Wisconsin.

EXHIBIT C 000201

IMPERVIOUS SURFACE RATIOS
(MAXIMUM ALLOWED)

THIS INFORMATION WAS OBTAINED FROM THE APPROVED COMPREHENSIVE DEVELOPMENT PLAN.

LAND USE	ISR
Single Family Residential	35%
Medium Density Condominiums (Outlots 16, 18, 25)	55%
High Density Condominiums (Outlots 14 and 9)	55%
High Density Apartments (Outlot 6, Excluding 5 acres of Retail/Civic)	50%
Retail/Civic (5 acres of Outlot 6)	75%

After development, 9.66 acres of Outlot 6 must drain to wetland in Outlot 7.

This information is based on a Storm Water Management Report dated, revised March 19, 2002.

EXHIBIT D

Rain Garden Plant List

Wet (Sun)

FORBS:

Sweetflag	Acorus calamus
Canada Anemone	Anemone canadensis
Marsh Milkweed	Asclepias incarnata
New England Aster	Aster novae-angliae
Marsh Marigold	Caltha palustris
Turtlehead	Chelone glabra
Boneset	Eupatorium perfoliatum
Joe-Pye Weed	Eupatorium maculatum
Queen of the Prairie	Filpendula rubra
Blue Flag Iris	Iris versicolor
Prairie Blazingstar	Liatris pycnostachya
Great Blue Lobelia	Lobelia siphilitica
Culver's Root	Veronicastrum virginicum
Golden Alexander	Zizia aurea

SHRUBS:

Black Chokeberry	Aronia melanocarpa 'alata'
Red-osier Dogwood	Cornus stolonifera
Kalm St. Johnswort	Hypericum kalmianum
Common Winterberry	Ilex verticillata
Pussy Willow	Salix discolor
Meadow Sweet	Spriaea alba

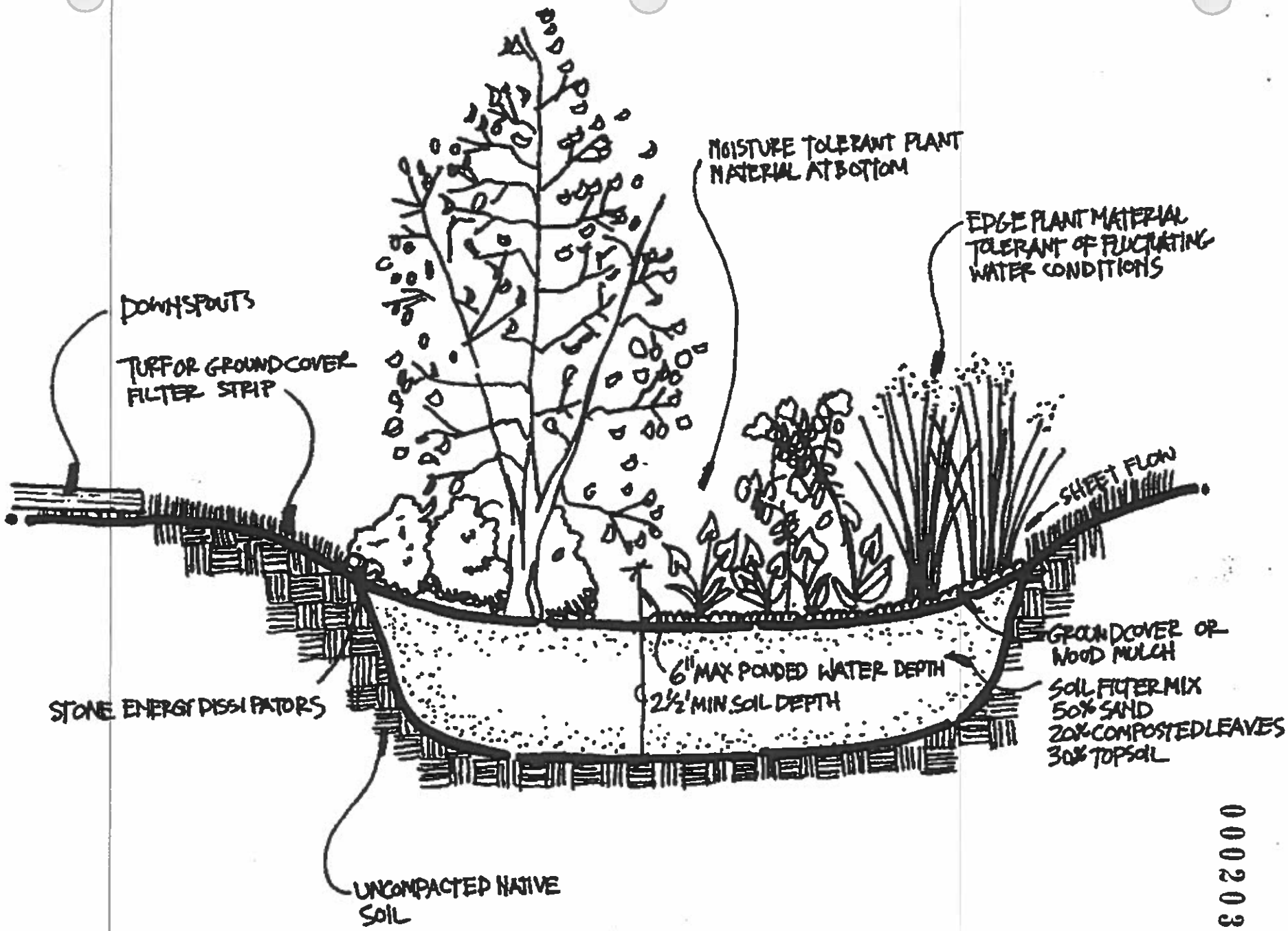
Wet (Shady)

FORBS:

White Snakeroot	Eupatorium rugosum
Cardinal Flower	Lobelia cardinalis
Ostrich Fern	Matteuccia pennsylvanica
Virginia Bluebells	Mertensia virginica
Wild Blue Phlox	Phlox divaricata
Solomon's Seal	Polygonatum biflorum
Zigzag Goldenrod	Solidago flexicaulis
Woodland Meadowrue	Thalictrum diocum

SHRUBS:

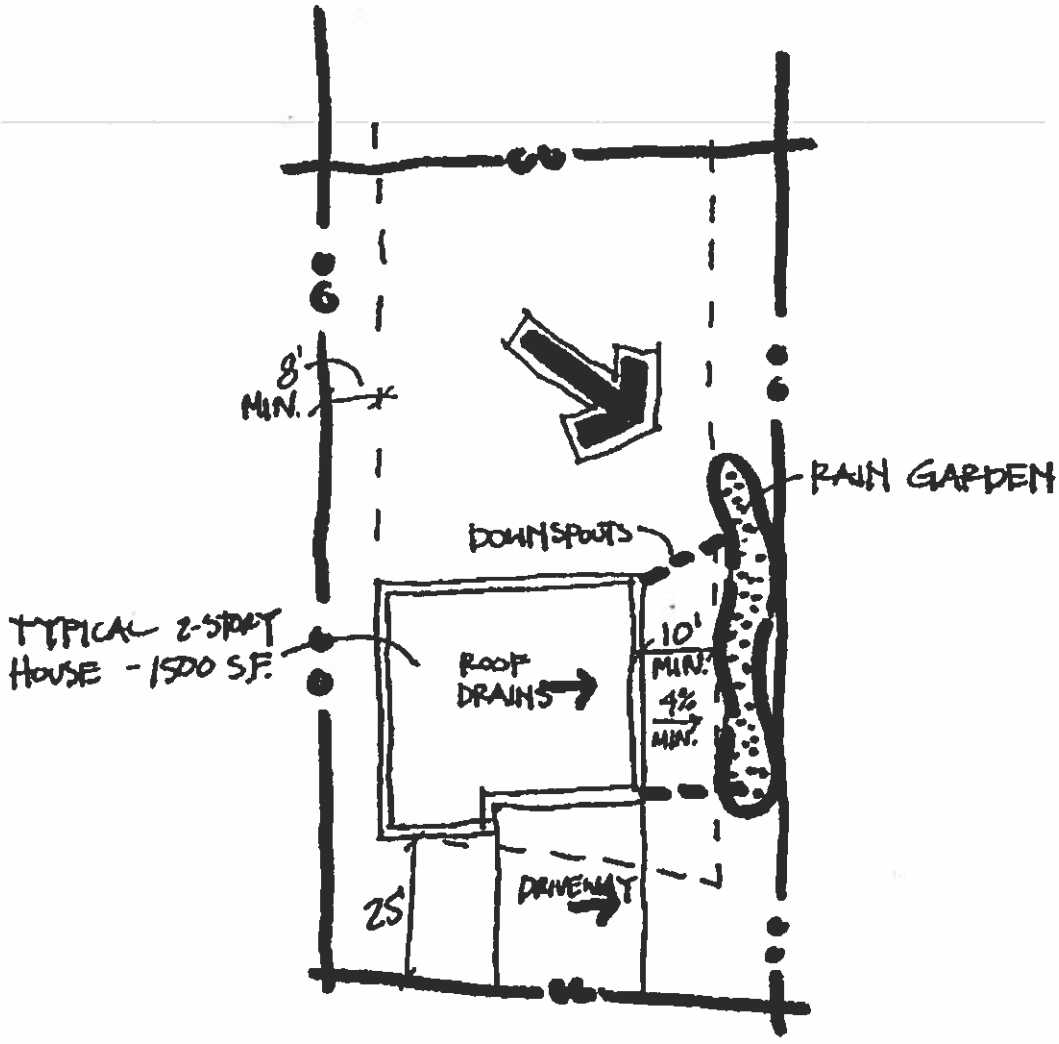
Black Chokeberry	Aronia melanocarpa 'alata'
Common Ninebark	Physocarpus opulifolius
American Black Currant	Ribes americanum
American Elder	Sambucus Canadensis
American Cranberrybush	Viburnum trilobum


MOISTURE TOLERANT PLANT MATERIAL AT BOTTOM
EDGE PLANT MATERIAL TOLERANT OF FLUCTUATING WATER CONDITIONS
DOWNSPOUTS
TURF OR GROUNDCOVER FILTER STRIP
SHEET FLOW
GROUNDCOVER OR WOOD MULCH
6" MAX PONDED WATER DEPTH
2½' MIN SOIL DEPTH
SOIL FILTER MIX
50% SAND
20% COMPOSTED LEAVES
30% TOPSOIL
STONE ENERGY DISSIPATORS
UNCOMPACTED NATIVE SOIL

002003

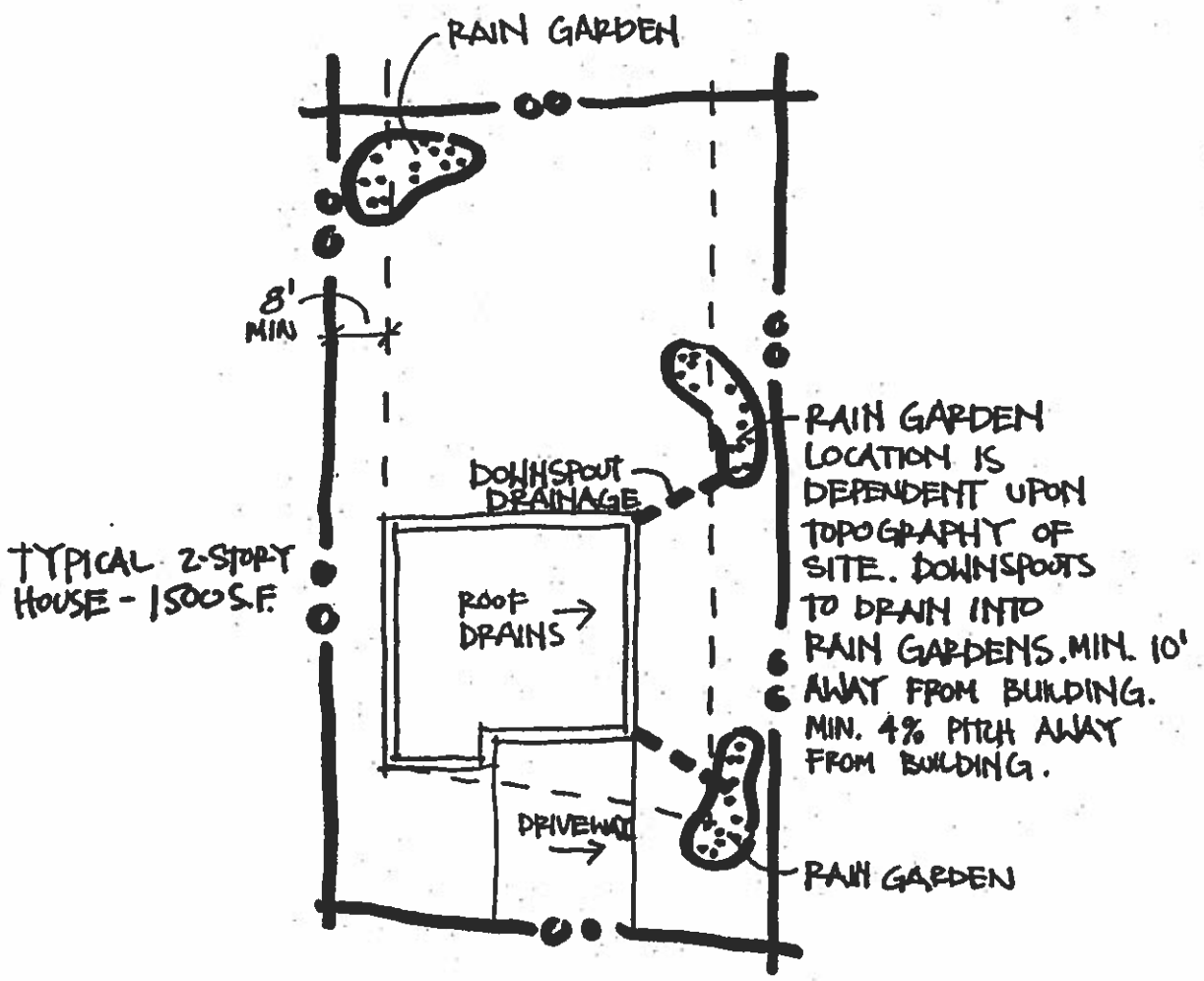
SWAN CREEK OF NINE SPRINGS
CONCEPTUAL RAIN GARDEN SKETCH - SINGLE.

000204

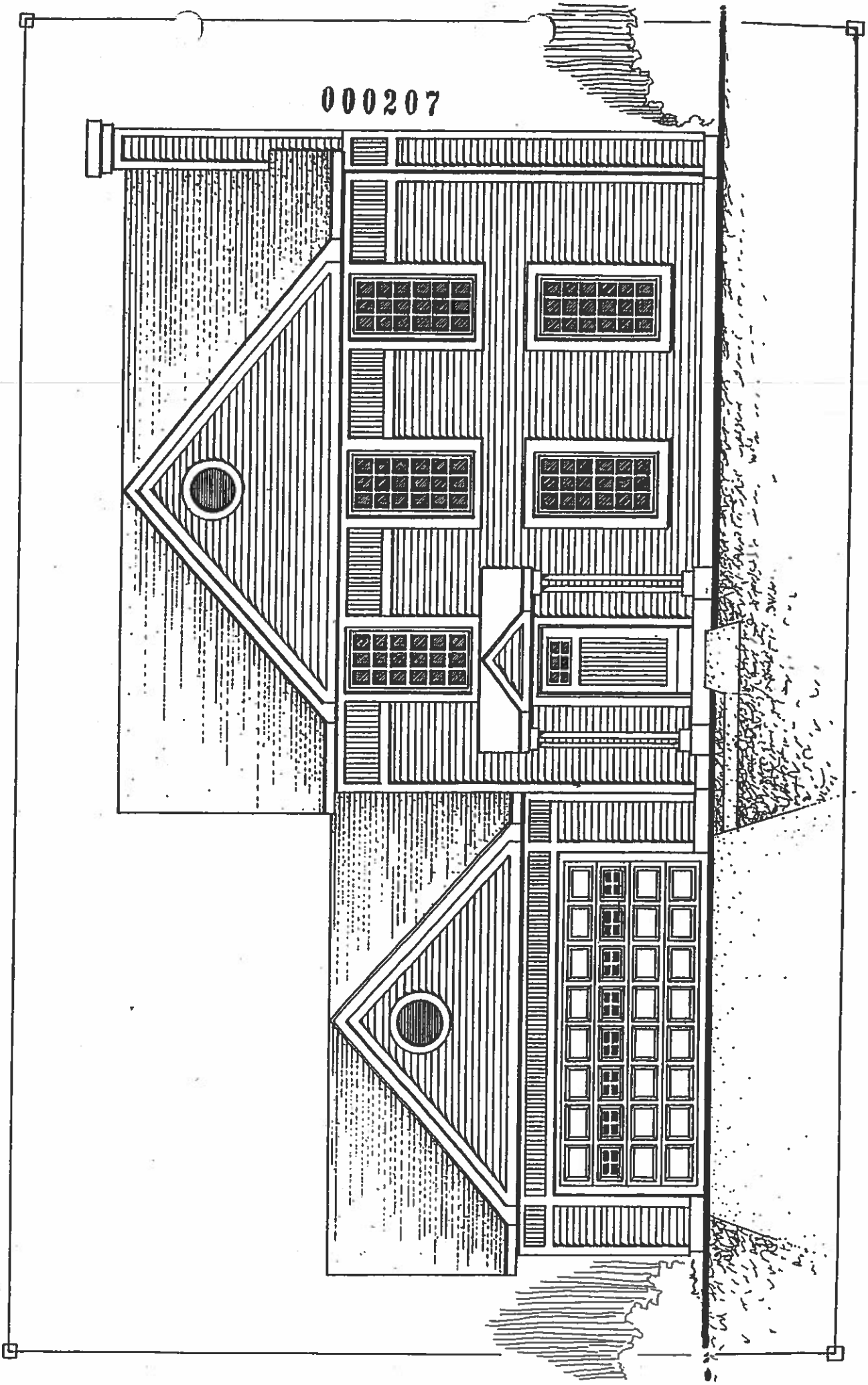


000205

SWAN CREEK OF NINE SPRINGS
CONCEPTUAL RAIN GARDEN SKETCH



000207



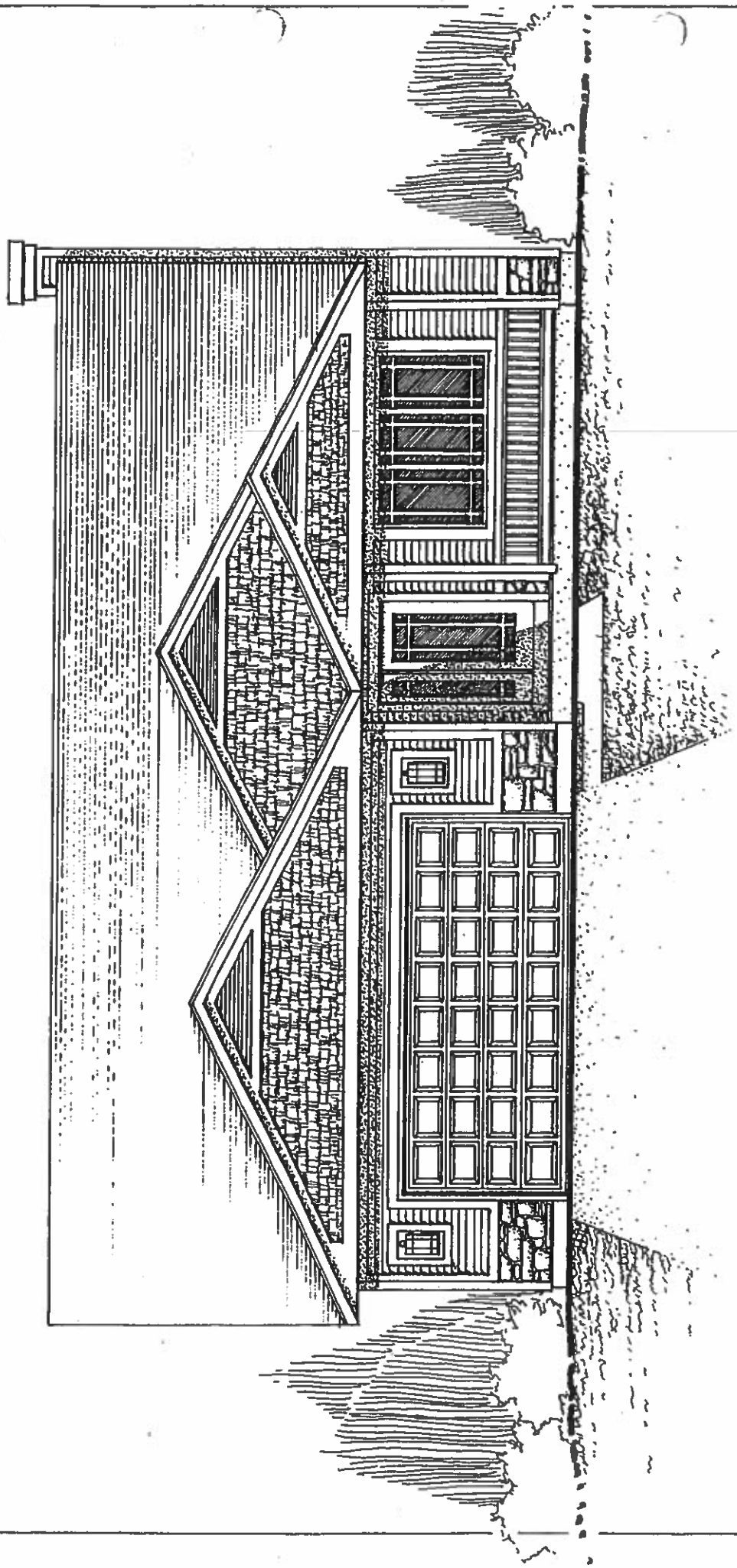


EXHIBIT E

000206

Design Accents

EXHIBIT F

000209

SWAN CREEK OF NINE SPRINGS

MINIMUM GROUND ELEVATION TABLE

LOT #	MINIMUM ALLOWABLE ELEVATION
1	925.00
2	922.48
3	922.48
16	906.73
17	909.59
31	907.40
32	907.40
33	904.41
34	903.66
35	902.92
36	902.18
63	903.28
64	903.16
65	903.06
66	903.02
60	906.21
51	906.21
52	906.21
59	906.21
67	903.02
68	902.94
69	902.76
70	902.71

LOT #	MINIMUM ALLOWABLE ELEVATION
71	902.39
72	902.12
73	902.12
74	902.12
75	902.12
76	902.12
77	902.12
78	902.12
79	902.12
80	902.12
OL 6	904.00
OL 8	904.00
OL 14	See Page 2 of Plat
OL 16	See Page 2 of Plat
OL 18	See Page 2 of Plat
OL 19	See Page 2 of Plat
OL 20	See Page 4 of Plat
OL 25	See Pgs 2&4 of Plat

DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
3970461

09/22/2004 12:22:47PM

Trans. Fee:
Exempt #:

Rec. Fee: 117.00
Pages: 54

000654

Document No.

FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR SWAN CREEK OF NINE SPRINGS AND AGREEMENT TO REPLACE DECLARATION OF PROTECTIVE COVENANTS FOR SECOND ADDITION TO SWAN CREEK OF NINE SPRINGS

Return to:
Jesse S. Ishikawa
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

SEE EXHIBIT C
Parcel Numbers

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR SWAN CREEK OF NINE SPRINGS AND AGREEMENT TO REPLACE DECLARATION OF PROTECTIVE COVENANTS FOR SECOND ADDITION TO SWAN CREEK OF NINE SPRINGS (the "Amendment") is made on September 17, 2004, by FITCHBURG LANDS, LLC ("Developer") and by those persons signing below.

RECITALS

A. Developer executed and recorded as Document No. 3584036 a declaration of protective covenants for Lots 1 through 107, inclusive, Swan Creek of Nine Springs, in the City of Fitchburg, Wisconsin (the "Lots 1 – 107 Declaration").

B. Lots 118 through 171, inclusive, Second Addition to Swan Creek of Nine Springs are currently subject to a declaration of protective covenants recorded as Document No. 3828305 (the "Lots 118 - 171 Declaration").

54/117

C. Developer desires to extend the Lots 1 – 107 Declaration to include Lots 118 through 171, Second Addition to Swan Creek of Nine Springs and Lots 172 through 315, Third Addition to Swan Creek of Nine Springs.

D. Developer and the undersigned desire that the membership of the Nine Springs of Swan Creek Home Owners Association, Inc. be expanded to include the owners of Lots 109, 110, 111 and 117, First Addition to Swan Creek of Nine Springs, Lots 118 through 171, Second Addition to Swan Creek of Nine Springs, Lots 172 through 315, Third Addition to Swan Creek of Nine Springs, the Gardens at Swan Creek Condominium Owners Association, Inc., the Aster Meadows at Swan Creek Condominium Owners Association, Inc., that such members be entitled to the use and enjoyment of the Common Areas (as defined in the Lots 1 – 107 Declaration), and that such members and the property interests owned or represented by them be subject to the charges and assessments described in the Lots 1 – 107 Declaration.

E. The undersigned include the owners of Lots 109, 110, 111, and 117, First Addition to Swan Creek of Nine Springs, the owners of over 51% of Lots 118 through 171, Second Addition to Swan Creek of Nine Springs, the Gardens at Swan Creek Condominium Owners Association, Inc., the Aster Meadows at Swan Creek Condominium Owners Association, Inc., and the owners of Lots 172 through 315, Third Addition to Swan Creek of Nine Springs.

NOW THEREFORE, the undersigned do hereby agree as follows:

1. Extension of Lots 1 – 107 Declaration to Lots 118 through 171, Second Addition to Swan Creek of Nine Springs. Developer and the undersigned owners of over 51% of Lots 118 - 171, Second Addition to Swan Creek of Nine Springs, pursuant to Section 7.01 of the Lots 118 - 171 Declaration, hereby agree that: The Lots 1 - 107 Declaration shall be extended to cover Lots 118 - 171, Second Addition to Swan Creek of Nine Springs. Each of Lots 118 - 171, Second Addition to Swan Creek of Nine Springs, shall be a "Lot" for all purposes under the Lots 1 - 107 Declaration. The Lots 1 - 107 Declaration shall replace the Lots 118-171 Declaration in its entirety, subject, however, to those changes set forth on Exhibit A attached hereto and made a part hereof.

2. Addition of Owners of Lots 109, 110, 111 and 117, First Addition to Swan Creek of Nine Springs, as Members of Association. The owners of the fee interest (or, in the case of a land contract, the purchaser's interest) in each of Lots 109, 110, 111 and 117, First Addition to Nine Springs of Swan Creek, shall be a member of the Swan Creek of Nine Springs Home Owners Association, Inc., shall hold one vote per lot in said Association, shall be entitled to the use and enjoyment

of the Common Areas (as defined in the Lots 1-107 Declaration) and shall be subject to assessment and charges as set forth in Article IX of the Lots 1-107 Declaration as if each platted lot owned by it were one Lot.

3. Addition of Gardens at Swan Creek Condominium Owners Association, Inc. as Member of Association. The Gardens at Swan Creek Condominium Owners Association, Inc. is the association of unit owners of Units 1-01 through 1-18, inclusive, 2-01 through 2-18, inclusive, 3-01 through 3-18, inclusive, 4-01 through 4-18, inclusive, and 5-01 through 5-20, inclusive, the Gardens at Swan Creek, a Condominium, in the City of Fitchburg, Dane County, Wisconsin. The Gardens at Swan Creek Condominium Owners Association, Inc. shall be a member of the Swan Creek of Nine Springs Home Owners Association, Inc., shall hold one vote in said Association, shall be entitled to the use and enjoyment of the Common Areas (as defined in the Lots 1 – 107 Declaration) and shall be subject to assessments and charges as set forth in Article IX of the Lots 1 – 107 Declaration as if it owned one Lot.

4. Addition of Aster Meadows at Swan Creek Condominium Owners Association, Inc. as Member of Association.. The Aster Meadows at Swan Creek Condominium Owners Association, Inc. is the association of unit owners of Units 1 through 21, Aster Meadows at Swan Creek, a Condominium, in the City of Fitchburg, Dane County, Wisconsin. The Aster Meadows Condominium Owners Association, Inc. shall be a member of the Swan Creek of Nine Springs Home Owners Association, Inc., shall hold one vote in said Association and shall be entitled to the use and enjoyment of the Common Areas (as defined in the Lots 1 – 107 Declaration) and shall be subject to assessments and charges as set forth in Article IX of the Lots 1 - 107 Declaration as if it owned one Lot.

5. Extension of Lots 1 - 107 Declaration to Lots 172 through 315, Inclusive, Third Addition to Swan Creek of Nine Springs. Pursuant to Section 11.05 of the Lot 1 – 107 Declaration, Developer hereby extends the Lots 1 – 107 Declaration to include Lots 172 through 315, inclusive, Third Addition to Swan Creek of Nine Springs. Each such lot shall be a "Lot" for all purposes under the Lots 1-107 Declaration. Said lots shall be subject to all the terms and conditions of the Lots 1 – 107 Declaration, except that:

(a) Section 4.01 of the Lots 1 – 107 Declaration, as it applies to Lots 172 through 315, shall be amended to read:

4.01. Front, Side and Rear Yard Requirements. No building or any part thereof shall be located closer to the front, side and rear yard Lot lines

than the minimum number of feet reflected in each Lot's building envelope drawing.

(a) Lots 172 through 251, inclusive and Lots 264 through 315, inclusive shall have a minimum front setback of 25 feet and a maximum front setback of 28 feet, each sideyard shall be eight (8) feet and the rear setback is 25 feet in accordance with City zoning regulations.

(b) Lots 252 through 263, inclusive shall have a minimum front setback of 25 feet and a maximum front setback of 28 feet, each side yard shall be ten (10) feet and the rear yard setback is 35 feet in accordance with City zoning regulations.

(c) The setbacks and maximum driveway width for Lots 287 through 289 inclusive, and Lots 305 through 307, inclusive, shall be as reflected in each such Lot's building envelope drawing.

(b) The floor area minimums for Lots 252 through 263, inclusive, shall be as set forth in Section 4.02 of the Lots 1 – 107 Declaration.

(c) The floor area minimums for Lots 224 through 251, inclusive and Lots 264 through 272, inclusive shall be as set forth in Section 4.03 of the Lots 1 – 107 Declaration.

(d) The floor area minimums for Lots 172 through 223, inclusive and Lots 273 through 315, inclusive shall be as set forth in Section 4.04 of the Lots 1 – 107 Declaration.

(e) The following restrictions shall apply to Dwellings built on Lots 172 through 251, inclusive, and Lots 264 through 315, inclusive:

(i) Vinyl and aluminum siding is restricted to rear and side elevations, and up to 70% of front elevation.

(ii) Brick, stucco or other organic material is required on the balance of the front elevation.

(f) The following restrictions shall apply to Dwellings built on Lots 252 through 263, inclusive:

(i) Vinyl and aluminum siding is restricted to rear elevation.

(ii) Brick and/or stucco and other organic material is required on other elevations.

(g) Lots 287 through 289, inclusive and Lots 305-307, inclusive, shall be required to follow driveway location and width designated in "cross-hatching" as depicted on Exhibit B-1.

(h) Material and design accents shall be incorporated as depicted in Exhibit B-2.

(i) Lots identified on Exhibit B-3 shall have minimum exposed elevations as set forth on said exhibit.

(j) Each Owner of a Lot shall be solely responsible for all costs associated with the City of Fitchburg's traffic impact fee.

(k) Except as modified hereby, all terms and conditions of the Lot 1 – 107 Declaration remain unchanged.

FITCHBURG LANDS, LLC (the "Developer"), as owners of Lots 28, 29, 30, Swan Creek of Nine Springs; Lots 109, 110, 111, 117, First Addition to Swan Creek of Nine Springs; and Lots 172 through 315, Inclusive, Third Addition to Swan Creek of Nine Springs
By: Sveum Enterprises, Ltd., Manager

By: _____
Phillip A. Sveum, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Personally came before me this 19 day of September, 2004, the above-named Phillip A. Sveum, to me known to be the president of Sveum Enterprises, Ltd., the manager of Fitchburg Lands, LLC, who executed the foregoing instrument, and acknowledged the same on behalf of said entity.

_____
Jesse S. Ishikawa
Notary Public, State of Wisconsin
My Commission: is permanent

*(119, 120, 122-124, 126-135)

OWNER OF LOTS * , SECOND ADDITION TO SWAN CREEK OF NINE SPRINGS:

000660

By: A Arnett Holdings & Investments LLC
Name: A.J. Arnett
Title: member LLC

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Personally came before me this 31st day of August, 2004, the above-named AJ Arnett who executed the foregoing instrument, and acknowledged the same.

JODY M. RAMSFIELD NOTARY PUBLIC STATE OF WISCONSIN

Name: Jody M. Ramsfield
Notary Public, State of Wisconsin
My Commission: 11-24-04

CONSENT

The undersigned, as holder of one or more mortgages owned by the other named immediately above, joins in the execution of this document for the purpose of subjecting its interest in said lands to the terms of the above mentioned.

By: McFarland State Bank
Name: James E. Walker
Title: S.V.P.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Personally came before me this 31st day of August, 2004, the above-named James E. Walker, who executed the foregoing instrument, and acknowledged the same.

Name: Kathy J Jasensky
Notary Public, State of Wisconsin
My Commission: Exp. 6/4/06

*(119, 120, 122-124, 126-135)

OWNER OF LOTS * , SECOND ADDITION TO SWAN CREEK OF NINE SPRINGS:

000661

By: ARNETT Holdings and Investments LLC
Name: A.J. Arnett
Title: member LLC

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Personally came before me this 31st day of August, 2004, the above-named A.J. Arnett who executed the foregoing instrument, and acknowledged the same.

JODY M. RAMSFIELD NOTARY PUBLIC STATE OF WISCONSIN

Name: Jody M. Ramsfield
Notary Public, State of Wisconsin
My Commission: 11-24-04

CONSENT

The undersigned, as holder of one or more mortgages owned by the other named immediately above, joins in the execution of this document for the purpose of subjecting its interest in said lands to the terms of the above mentioned.

By: Menona State Bank
Name: Ted Gundersen
Title: Business Banking Officer.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Personally came before me this 4th day of September, 2004, the above-named Ted Gundersen, who executed the foregoing instrument, and acknowledged the same.

H. IHLENFELDT NOTARY PUBLIC STATE OF WISCONSIN

Name: H. Ihlenfeldt
Notary Public, State of Wisconsin
My Commission: 10-7-07

*(144, 153-155, 158, 160, 166, 168)

OWNER OF LOTS * , SECOND ADDITION TO SWAN CREEK OF NINE SPRINGS:

000662

By: Nelson General Contractors LLC
Name: T. Nelson
Title: Owner

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Personally came before me this 15th day of September, 2004, the above-named Todd Nelson who executed the foregoing instrument, and acknowledged the same.

JODY M. RAMSFIELD NOTARY PUBLIC STATE OF WISCONSIN

Name: Jody Ramsfield
Notary Public, State of Wisconsin
My Commission: 11-24-04

CONSENT

The undersigned, as holder of one or more mortgages owned by the other named immediately above, joins in the execution of this document for the purpose of subjecting its interest in said lands to the terms of the above mentioned.

By: Anchor Bank fsb
Name: Edward W. Kinney
Title: Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Personally came before me this 16 day of September, 2004, the above-named Edward W. Kinney, who executed the foregoing instrument, and acknowledged the same.

MICHELLE FOBJOY NOTARY PUBLIC STATE OF WISCONSIN

Name: Michelle Fobjoy
Notary Public, State of Wisconsin
My Commission: 6-15-2008

*(164, 165, 167)

OWNER OF LOTS* , SECOND ADDITION TO SWAN CREEK OF NINE SPRINGS:

000663

By:
Name:
Title: V.P.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Personally came before me this 15th day of September, 2004, the above-named Phillip A Sveum, who executed the foregoing instrument, and acknowledged the same.

JODY M. HAMSFIELD NOTARY PUBLIC STATE OF WISCONSIN

Name: Jody Hamsfield
Notary Public, State of Wisconsin
My Commission: 11-24-04

CONSENT

The undersigned, as holder of one or more mortgages owned by the other named immediately above, joins in the execution of this document for the purpose of subjecting its interest in said lands to the terms of the above mentioned.

By: Park Bank
Name: Peter Benson
Title: Business Banking Officer

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Personally came before me this 17th day of September, 2004, the above-named Peter Benson, who executed the foregoing instrument, and acknowledged the same.

Name: Lori B Mahon
Notary Public, State of Wisconsin
My Commission: 100707

*(146, 156, 161)

OWNER OF LOTS * , SECOND ADDITION TO SWAN CREEK OF NINE SPRINGS:

000664

By: Binger Roofing & Siding LLC
Name: Tim Binger
Title: Owner

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Personally came before me this 16th day of ~~August~~ September, 2004, the above-named Tim Binger, who executed the foregoing instrument, and acknowledged the same.

Name: Jody Ramsfield
Notary Public, State of Wisconsin
My Commission: 11-24-04

JODY M. RAMSFIELD NOTARY PUBLIC STATE OF WISCONSIN

CONSENT

The undersigned, as holder of one or more mortgages owned by the other named immediately above, joins in the execution of this document for the purpose of subjecting its interest in said lands to the terms of the above mentioned.

Name: Julia Voss
Notary Public, State of Wisconsin
My Commission: 6-3-04
Title: AVP Expires: 6/08

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Personally came before me this 16 day of August, 2004, the above-named Julia Voss, who executed the foregoing instrument, and acknowledged the same.

Name: Jesse S. Ishikawa
Notary Public, State of Wisconsin
My Commission: is permanent

ASTER MEADOWS AT SWAN CREEK
CONDOMINIUM OWNERS
ASSOCIATION, INC.

000665

By: _____
Phillip A. Sveum, President

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Personally came before me this 15th day of September, 2004, the above-named Phillip A. Sveum, president of the Aster Meadows at Swan Creek Condominium Owners Association, Inc., who executed the foregoing instrument, and acknowledged the same on behalf of said corporation.

JODY M. RAMSFIELD NOTARY PUBLIC STATE OF WISCONSIN

_____
Name: Jody Ramsfield
Notary Public, State of Wisconsin
My Commission: 11-24-04

THE GARDENS AT SWAN CREEK
CONDOMINIUM OWNERS
ASSOCIATION, INC.

000666

By: _____
Phillip A. Sveum, President

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Personally came before me this 15th day of September, 2004, the above-named Phillip A. Sveum, president of the Gardens at Swan Creek Owners Condominium Association, Inc., who executed the foregoing instrument, and acknowledged the same on behalf of said corporation.

JODY M. RAMSFIELD NOTARY PUBLIC STATE OF WISCONSIN

_____
Name: Jody Ramsfield
Notary Public, State of Wisconsin
My Commission: 11-24-04

CONSENT

The undersigned, as holder of one or mortgages against lands owned by Fitchburg Lands, LLC, joins in the execution of this document for the purpose subjecting its interest in said lands to the terms of the above Amendment.

ANCHOR BANK, FSB

By: _____
Brian Zimdars, Vice President

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 16th day of September, 2004, the above-named Brian Zimdars, and to me known to be the vice president of Anchor Bank, FSB, who executed the foregoing instrument, and acknowledged the same on behalf of said corporation.

MICHELLE POBJOY NOTARY PUBLIC STATE OF WISCONSIN

_____
Name: Michelle Pobjoy
Notary Public, State of Wisconsin
My Commission: 06-15-2008

This document was drafted by:

Jesse S. Ishikawa
Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street
P.O. Box 2018
Madison, WI 53701-2018

EXHIBIT A

SPECIAL PROVISIONS FOR LOTS 118 THROUGH 171

The following special provisions shall apply to Lots 118 through 171, Second Addition to Swan Creek.

A. DEFINITIONS.

The following definitions shall apply to this Exhibit A:

Cottage Lots: Lots 136 through 161, inclusive, Second Addition to Swan Creek of Nine Springs.

Duplex Lots: Lots 118 through 135, inclusive, Second Addition to Swan Creek of Nine Springs.

Dwelling: The single-family and duplex dwellings to be constructed on the Cottage Lots, Duplex Lots or Single-Family Lots.

Single-Family Lots: Lots 162 through 171, inclusive, Second Addition to Swan Creek of Nine Springs.

B. REVISED ARCHITECTURAL RESTRICTIONS.

Sections 4.01, 4.02, 4.03, 4.04 and 4.05 of the Lots 1 – 107 Declaration, as they would otherwise apply to Lots 118 through 171, Second Addition to Swan Creek, are hereby replaced in their entirety with Sections 4.01, 4.02 and 4.03, below:

4.01 Front and Side Yard Requirements. All Dwellings or any parts thereof shall be built and located in conformance with the standards set forth on Exhibit A-1 attached hereto and incorporated herein.

4.02 Floor Area Minimums. Each Dwelling constructed on a Lot shall have a minimum of floor area of finished living space as set forth on Exhibit A-1 attached hereto and incorporated herein.

4.03 Building Materials. The following standards shall be adhered to in relation to all designs and construction to preserve the initial and improved beauty of the Lots:

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

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

(c) No plywood siding shall be allowed.

(d) All fascia must be at least eight (8) inches in width.

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

(f) Maximum thickness of siding shall be .044 for vinyl siding and .019 for aluminum siding.

(g) Vinyl and aluminum siding is restricted to rear and side elevations, and up to 70% of front elevation. Brick, stucco or other organic material is required on the balance of front elevation.

It is the intent of the Developer 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 Lots, and material and design accents shall be incorporated as depicted in Exhibit A-2.

C. REVISED USE RESTRICTIONS

Article V of the Lots 1 – 107 Declaration, as it would otherwise apply to Lots 118 through 171, Second Addition to Swan Creek, is hereby replaced in its entirety with the following:

USE RESTRICTIONS

5.01 Single-Family Residences. The Cottage Lots and Single-Family Lots shall each be used as a single Dwelling for single-family residential purposes. The Duplex Lots shall be used as two separate Dwellings, each of which shall be used for single-family residential purposes. A Dwelling 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 two unrelated persons. No structures shall be erected, altered, placed or permitted to remain on any Cottage Lot or Single-Family Lot or part thereof other than one detached single-family Dwelling, not to exceed two stories in height, and a private garage constructed in accordance with Section 4.09. No structures shall be erected, altered, placed or permitted to remain on any Duplex Lot or part thereof other than one duplex housing two single-family residential Dwellings, not to exceed two stories in height, and a private garage constructed in accordance with Section 4.09. No business, whether or not for profit, including, without limitation, any day care center, 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:

(i) maintaining his or her personal professional library in his or her Dwelling;

(ii) keeping his or her personal business or professional records or accounts in his or her Dwelling;

(iii) handling his or her personal or business records or accounts in his or her Dwelling; or

(iv) handling his or her personal business or professional telephone calls or correspondence from his or her Dwelling.

Nothing in this Section 5.01 shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

5.02 Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than six square feet advertising the Lot for sale during the hours of open house showings only, or signs provided and allowed exclusively by Developer for builders or licensed real estate brokers during the initial construction and sales periods. The Developer reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Development and to erect appropriate signage for the sales of Lots.

5.03 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All clippings, rocks or earth must be in 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. The Association shall provide for trash removal once per week for the Cottage Lots and Duplex Lots and the cost thereof shall be assessable as a general annual charge or as a special charge under the Declaration of Easement for Private Roads which is being recorded by Developer contemporaneously with this Declaration.

5.04 Storage and Parking. Outdoor storage of vehicles, boats, or any other personal property shall not be permitted. The parking of service vehicles owned or operated by the Lot owners and their families is prohibited unless they are kept in garages. The storage of automobiles, boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles or any other recreational vehicles is prohibited unless kept inside the garage. On-street parking on a temporary basis for Owners' visitors and guests is allowed, subject to reasonable rules and regulations that the Association may adopt from time to time. 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 5.04 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.

5.05 Outside Clothes Lines. Clothesline poles shall not be permitted on any Lot and no laundry or wash shall be dried or hung outside any Owner's Dwelling.

5.06 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 Lot 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 Lot shall be responsible for maintaining the Lot 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 3.02.

5.07 Pets and Animals. No more than three uncaged domestic animals may be kept at any one time within a Dwelling. Furthermore, no Rottweilers or Pit Bulls shall be allowed on any Lot, unless otherwise approved

by the Committee. No commercial boarding shall be allowed. Kennels shall be inside the Dwelling unless otherwise approved by the Committee.

5.08 Sidewalk and Terrace Maintenance. Each Owner shall be responsible for snow removal from the sidewalks adjoining such Owner's Lot, and for mowing the grass located within any public right-of-way adjacent to such Owner's Lot, whether or not the Lot has direct vehicular access to the right-of-way.

5.09 Antennae. To the extent this restriction is permitted by applicable law, no exterior antennas, windmills or satellite dishes shall be erected on any structure or Lot without the prior written approval of the Committee.

EXHIBIT A-1

1. Front and Side Yard Requirements; Height and Roof Pitch Requirements.

(a) Single-Family Lots.

(i)	Front Setback:	25 feet minimum; 28 feet maximum; 20 feet for portion of structure that is an open front porch
(ii)	Street Setback (Crinkle Root Drive, Big Bluestem Parkway):	25 feet
(iii)	Side setback:	6.5 feet
(iv)	Rear Setback:	25 feet
(v)	Maximum Building Height:	30 feet (calculated according to the City of Fitchburg ordinances)
(vi)	Maximum Roof Pitch:	6:12 pitch Exception: The pitch of a gable that faces the public street may be at a steeper pitch provided that the eave of the gable is at least 10 feet from the property line
(vii)	Maximum Lot Coverage	35%
(viii)	Maximum Impervious Surface Ratio	35%

(b) Cottage Lots.

(i)	Front Setback:	20 feet minimum; 23 feet maximum; 15 feet for portion of structure that is an open front porch

	Front Entry shall face Day Lily Place or Teaberry Lane except that Front Entry for lots 147 through 151 shall face Big Bluestem Parkway	
	Lots 136 and 161 Street Setback from Crinkle Root Drive:	15 feet
	Lot 147 Street Setback from Teaberry Lane:	15 feet
	Lot 151 Street Setback from Day Lily Place:	15 feet
(ii)	Side Setback:	6.5 feet
(iii)	Alley Side Setback:	10 feet
(iv)	Rear Setback:	25 feet
(v)	Maximum Building Height:	30 feet
(vi)	Maximum Roof Pitch:	6:12 pitch. Exception: The pitch of a gable that faces the public street may be at a steeper pitch provided that the eave of the gable is at least 10 feet from the property line
(vii)	All garages are to be accessed from the alley	
(viii)	Garage door (for vehicle) setback from alley:	25 feet

(c) Duplex Lots.

(i) Front Setback: 20 feet minimum; 23 feet maximum; 15 feet for portion of structure that is an open front porch

Front Entry shall face Teaberry Lane or Sassafrass Drive except that Front Entry for lots 126 through 128 shall face Big Bluestem Parkway

Lots 118 and 135 Street Setback from Crinkle Root Drive : 15 feet

Lot 126 Street Setback from Sassafras Drive: 15 feet

Lot 128 Street Setback from Teaberry Lane: 15 feet

(ii) Side Setback: 10 feet

(iii) Rear Setback: 25 feet

(iv) All garages are to accessed from the alley

(v) Garage door (for vehicle) setback from alley: 25 feet

(vi) Maximum Building Height: 35 feet

(vii) Maximum Roof Pitch: 6:12 pitch. Exception: The pitch of a gable that faces the public street may be at a steeper pitch provided that the eave of the gable is at least 10 feet from the property line

(viii) Maximum Lot Coverage 40%

(ix) Maximum Impervious Surface Ratio 48%

2. Floor Area Minimums.

(a) Single-Family Lots.

(i) Single-story houses shall have not less than one thousand one hundred (1,100) square feet of finished area.

(ii) Split-level houses shall have not less than one thousand one hundred (1,100) square feet of finished area on two levels.

(iii) Raised ranch houses shall have not less than one thousand one hundred (1,100) square feet of finished area on the main level.

(iv) Two-story houses shall have not less than one thousand three hundred (1,300) square feet of finished area on both floors.

(v) 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.

(vi) The main level is defined as the level that is totally above the finished grade of the Lot.

(b) Cottage Lots.

(i) Single-story houses shall have not less than nine hundred (900) square feet, nor more than one thousand five hundred (1,500) square feet.

(ii) Raised ranch, bi-level and tri-level houses shall have not less than a combined total of nine hundred (900) square feet on the main level and upper levels, no more than one thousand five hundred (1,500) square feet.

(iii) Two-story houses shall have not less than a combined total of one thousand five hundred (1,500) square feet of finished area on both floors, nor more than two thousand one hundred (2,100) square feet.

(iv) 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.

(v) The main level is defined as the level that is totally above the finished grade of the Lot.

(c) Duplex Lots.

(i) Single-story duplexes shall have not less than one thousand two hundred (1,200) square feet per Dwelling.

(ii) Two-story duplexes shall have not less than a combined total of one thousand two hundred (1,200) square feet of finished area on both floors of each Dwelling.

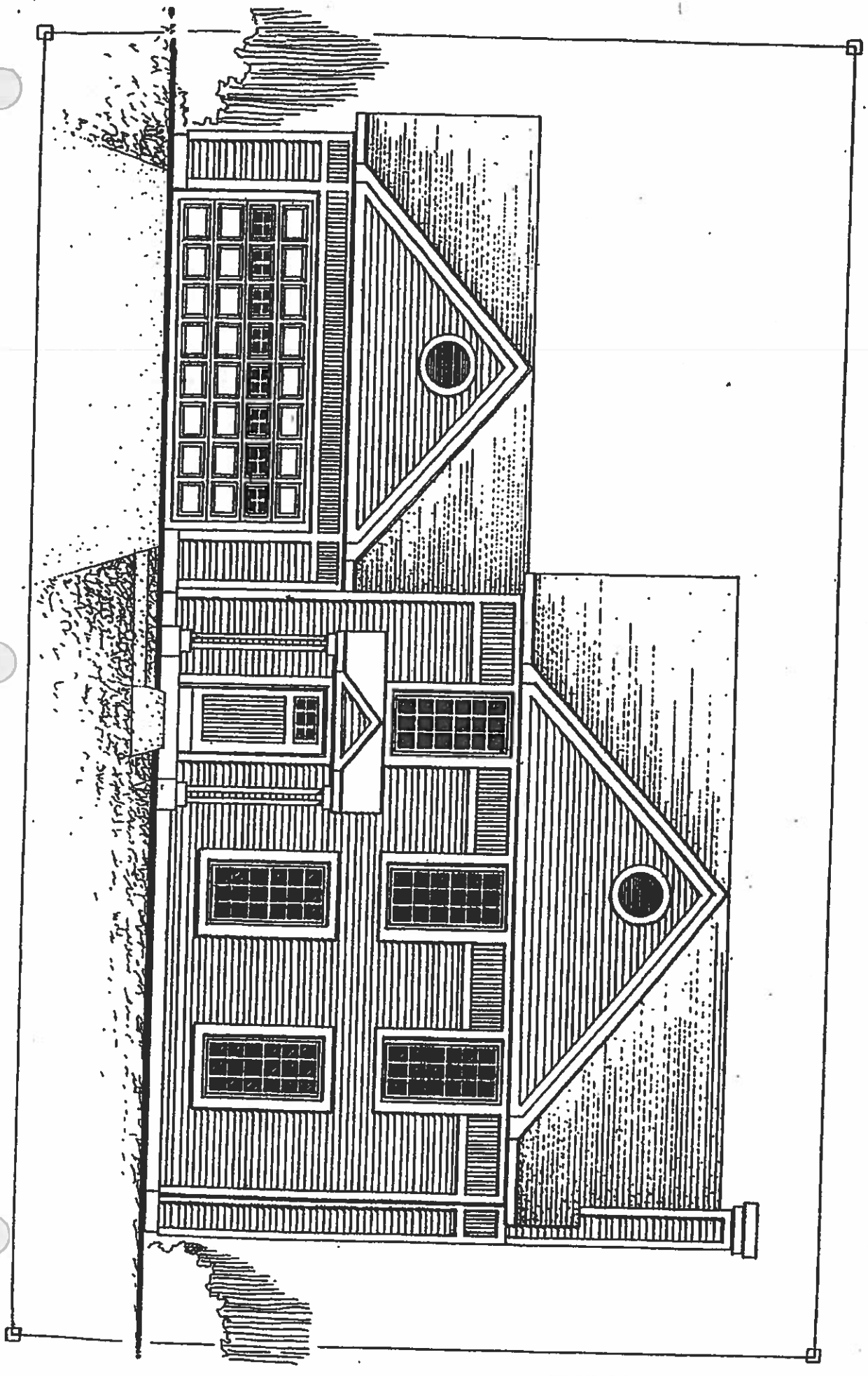
(iii) Open porches, screened porches, patios, attached garages, and all basements whether finished or not are not to be included as part of the total area. Stair openings shall be included in determining floor area.

(iv) Raised ranch, bi-level and tri-level duplexes shall have not less than a combined total of one thousand two hundred (1,200) square feet on the main level and upper levels of each Dwelling.

(v) The main level is defined as the level that is totally above the finished grade of the Lot.

EXHIBIT A-2

Design Accents for Lots 118 through 171



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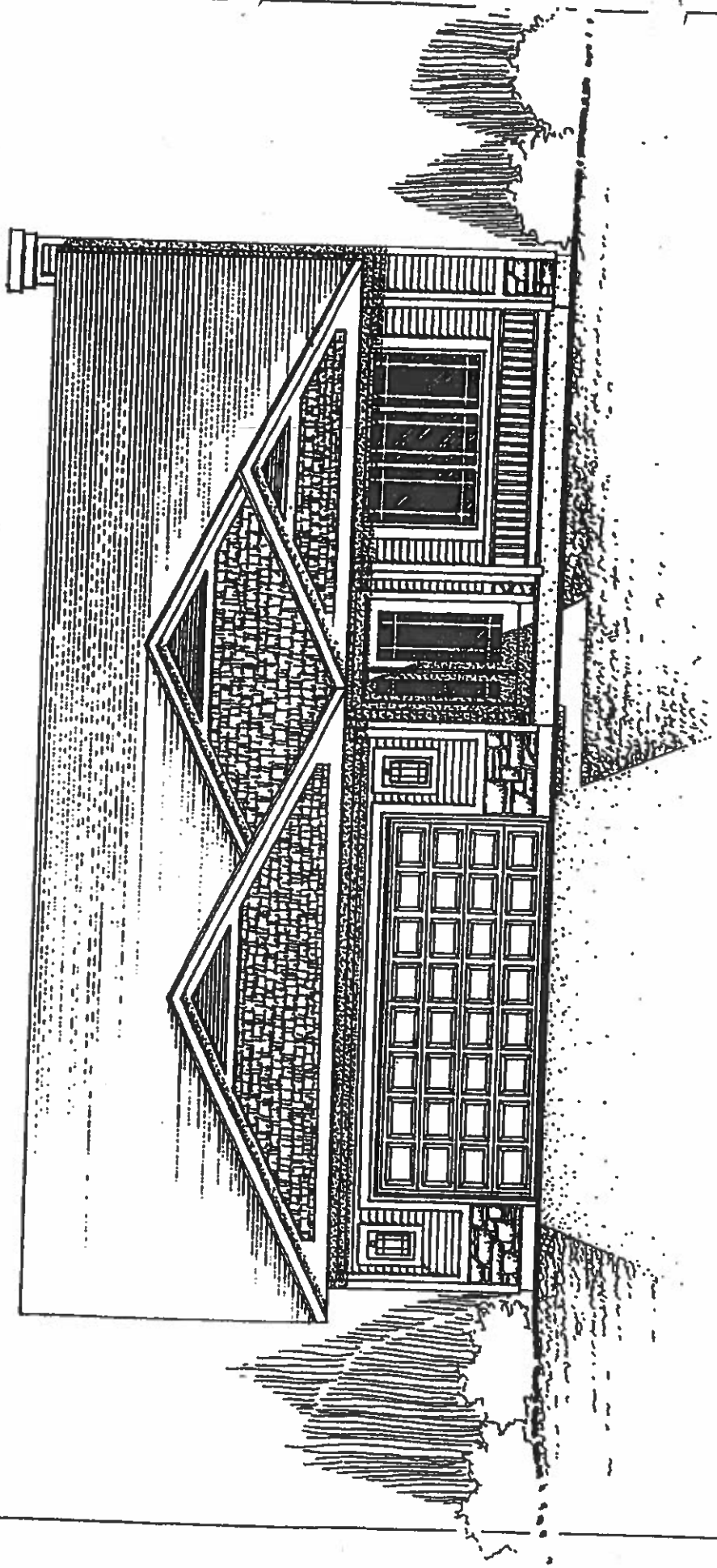

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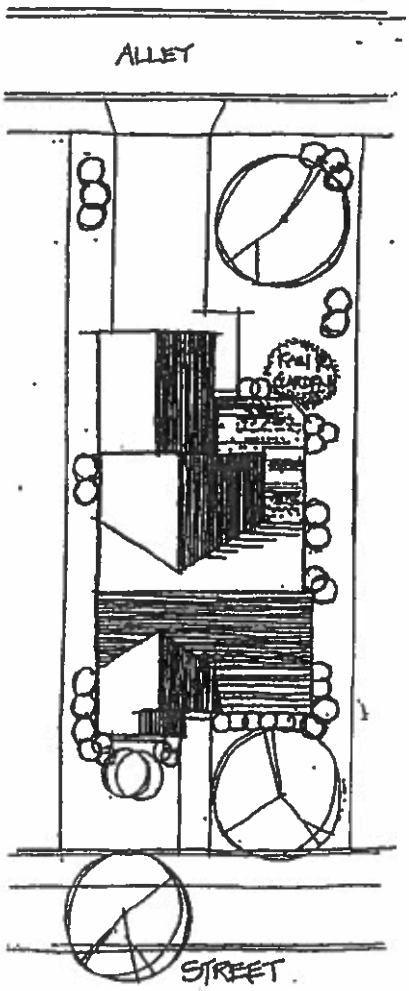
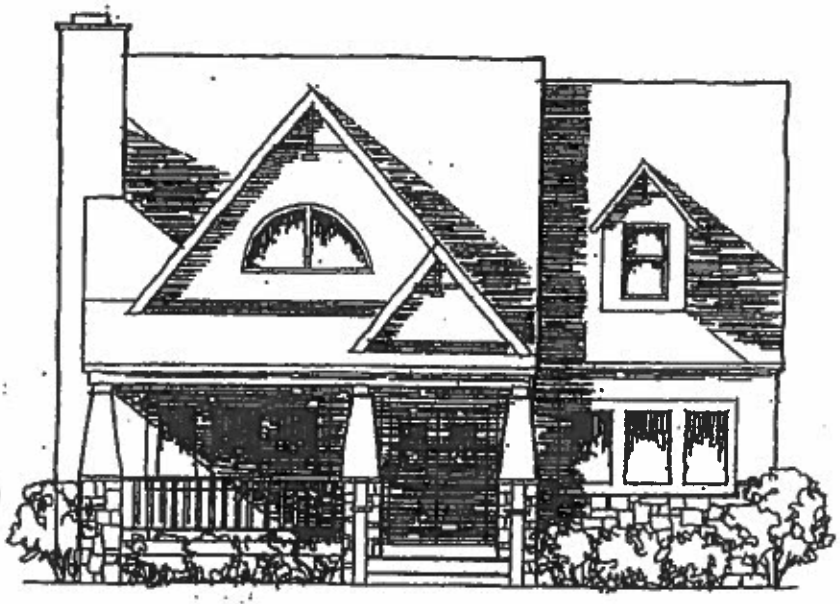
Cottages





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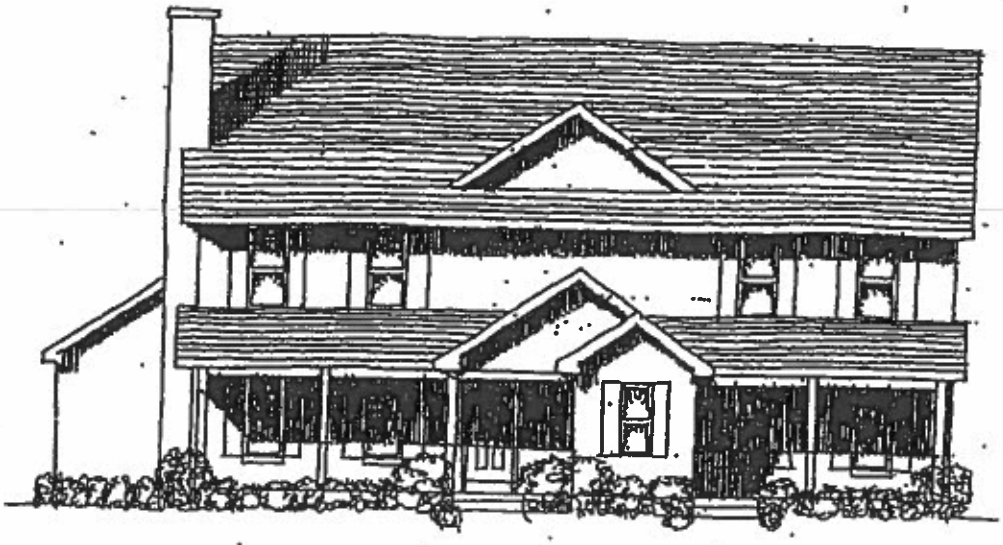


Duplex

Two Flat

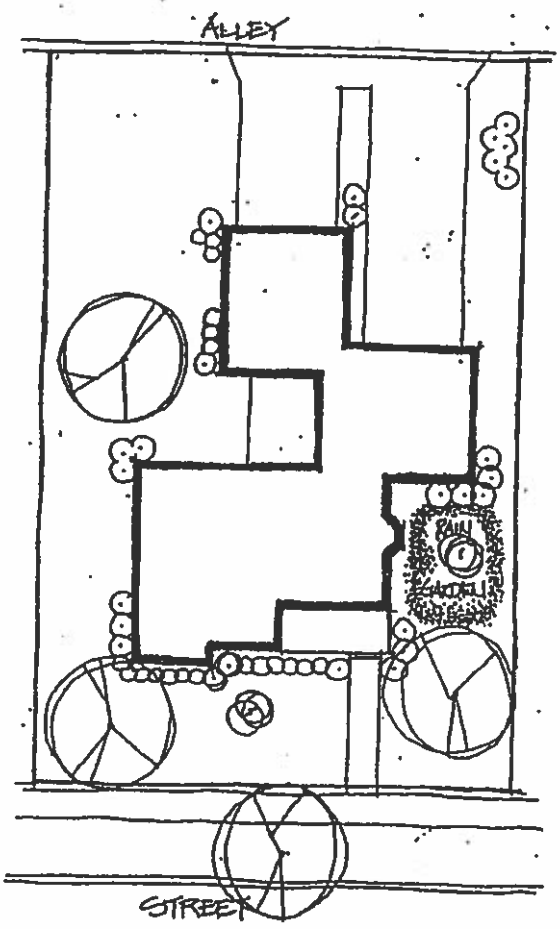
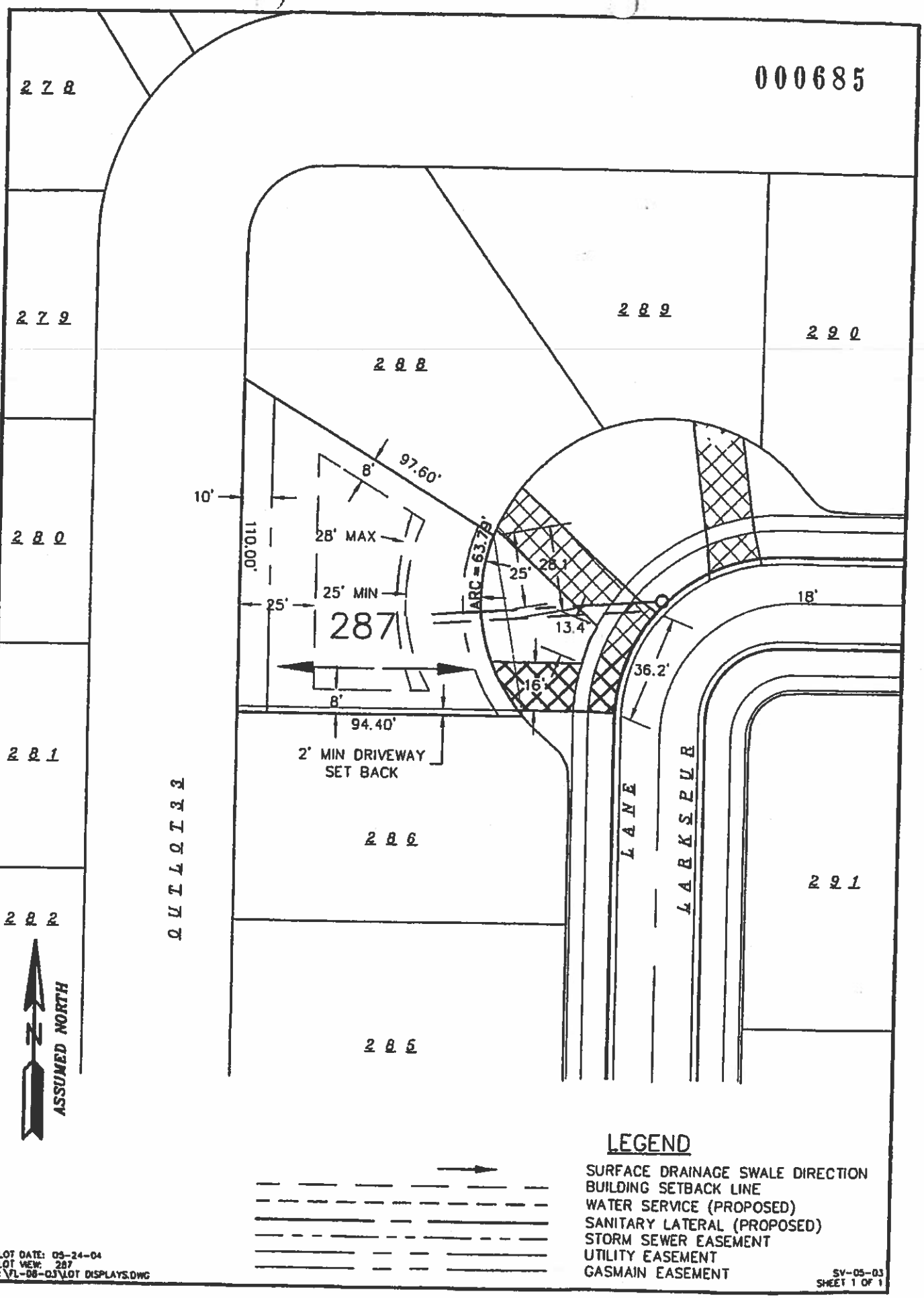


EXHIBIT B-1

Driveway Location and Width Requirements for Lots 287 - 289 and Lots 305 - 307

000685



LEGEND

- SURFACE DRAINAGE SWALE DIRECTION
- BUILDING SETBACK LINE
- WATER SERVICE (PROPOSED)
- SANITARY LATERAL (PROPOSED)
- STORM SEWER EASEMENT
- UTILITY EASEMENT
- GASMAIN EASEMENT

MAYO corporation Engineers - Surveyors - Architects - Planners, 600 Grand Canyon Dr, Madison, Wisconsin 53719 (608) 833-0628

PLOT DATE: 05-24-04
PLOT VIEW: 287
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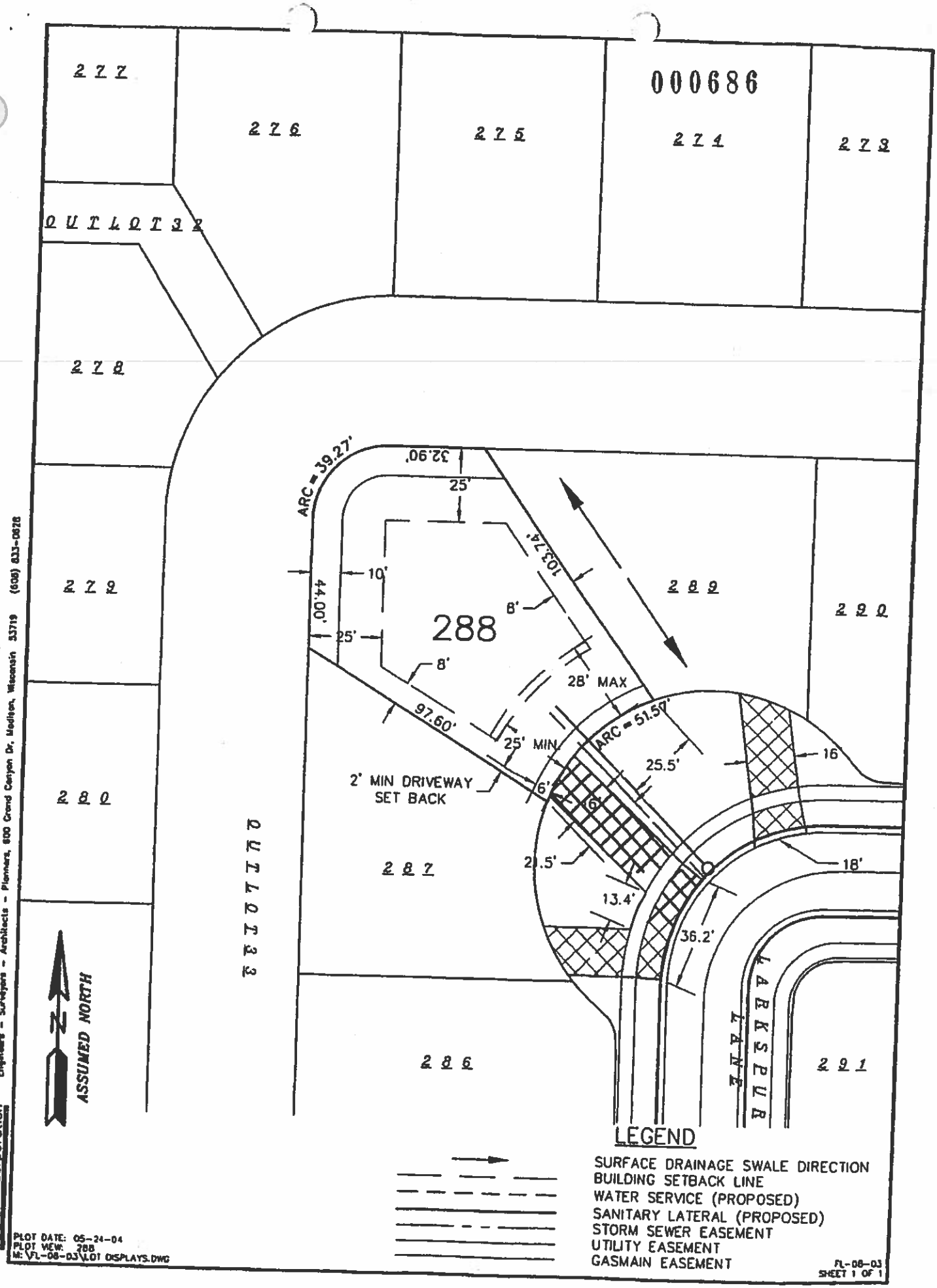
SV-05-03
SHEET 1 OF 1



MAY Corporation Engineers - Surveyors - Architects - Planners, 600 Grand Canyon Dr, Madison, Wisconsin 53719 (608) 833-0628

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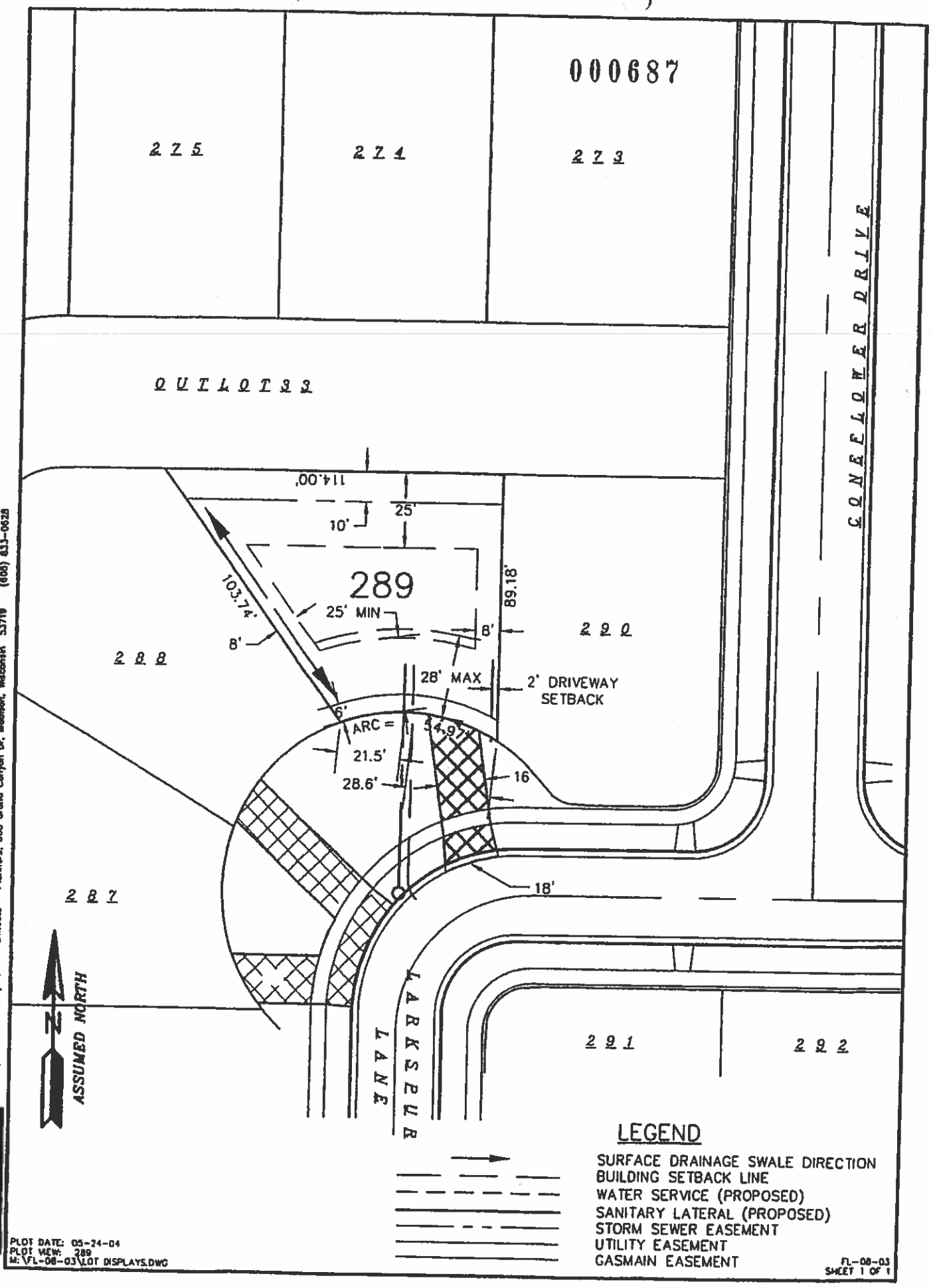
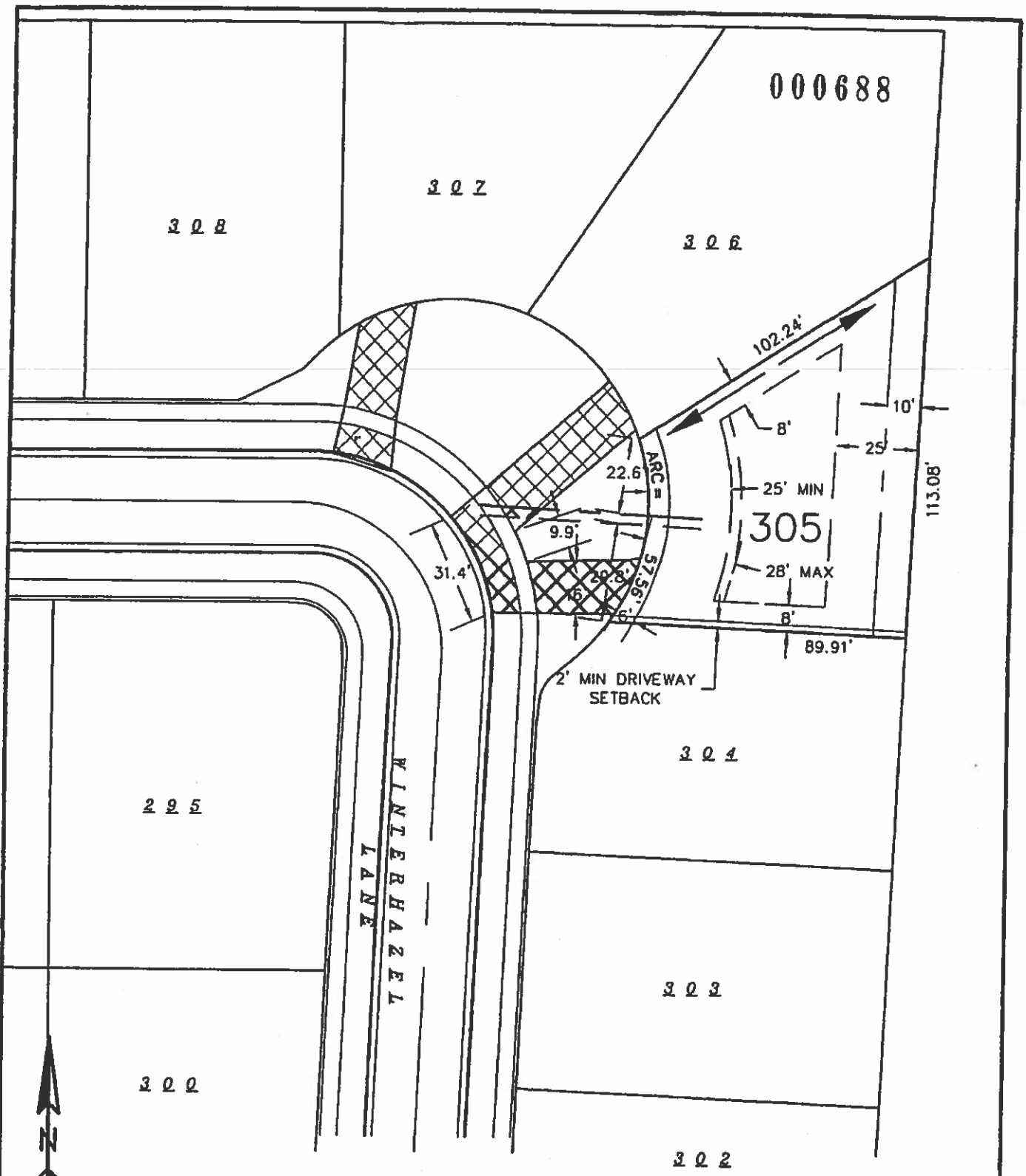
SHEET 1 OF 1



MAYO corporation
Engineers - Surveyors - Architects - Planners, 600 Grand Canyon Dr, Madison, Wisconsin 53719 (608) 833-0628



LEGEND

- SURFACE DRAINAGE SWALE DIRECTION
- BUILDING SETBACK LINE
- WATER SERVICE (PROPOSED)
- SANITARY LATERAL (PROPOSED)
- STORM SEWER EASEMENT
- UTILITY EASEMENT
- GASMAIN EASEMENT

MAYO corporation
Engineers - Surveyors - Architects - Planners, 600 Grand Canyon Dr, Madison, Wisconsin 53719 (608) 833-0628

PLOT DATE: 05-24-04
PLOT VIEW: 305
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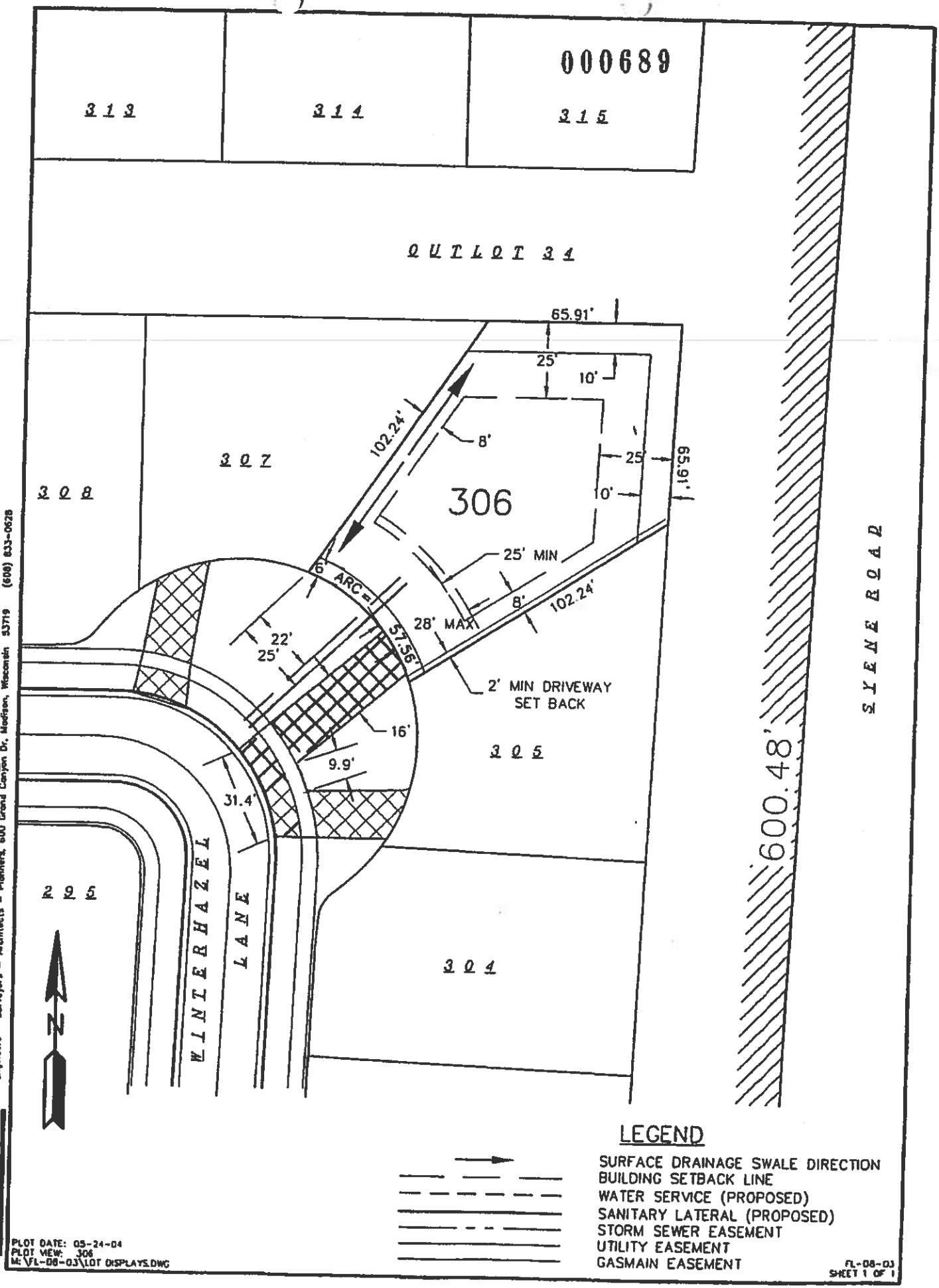
FL-08-03
SHEET 1 OF 1



MAYO corporation
Engineers - Surveyors - Architects - Planners, 600 Grand Canyon Dr., Madison, Wisconsin 53719 (608) 833-0628

PLOT DATE: 05-24-04
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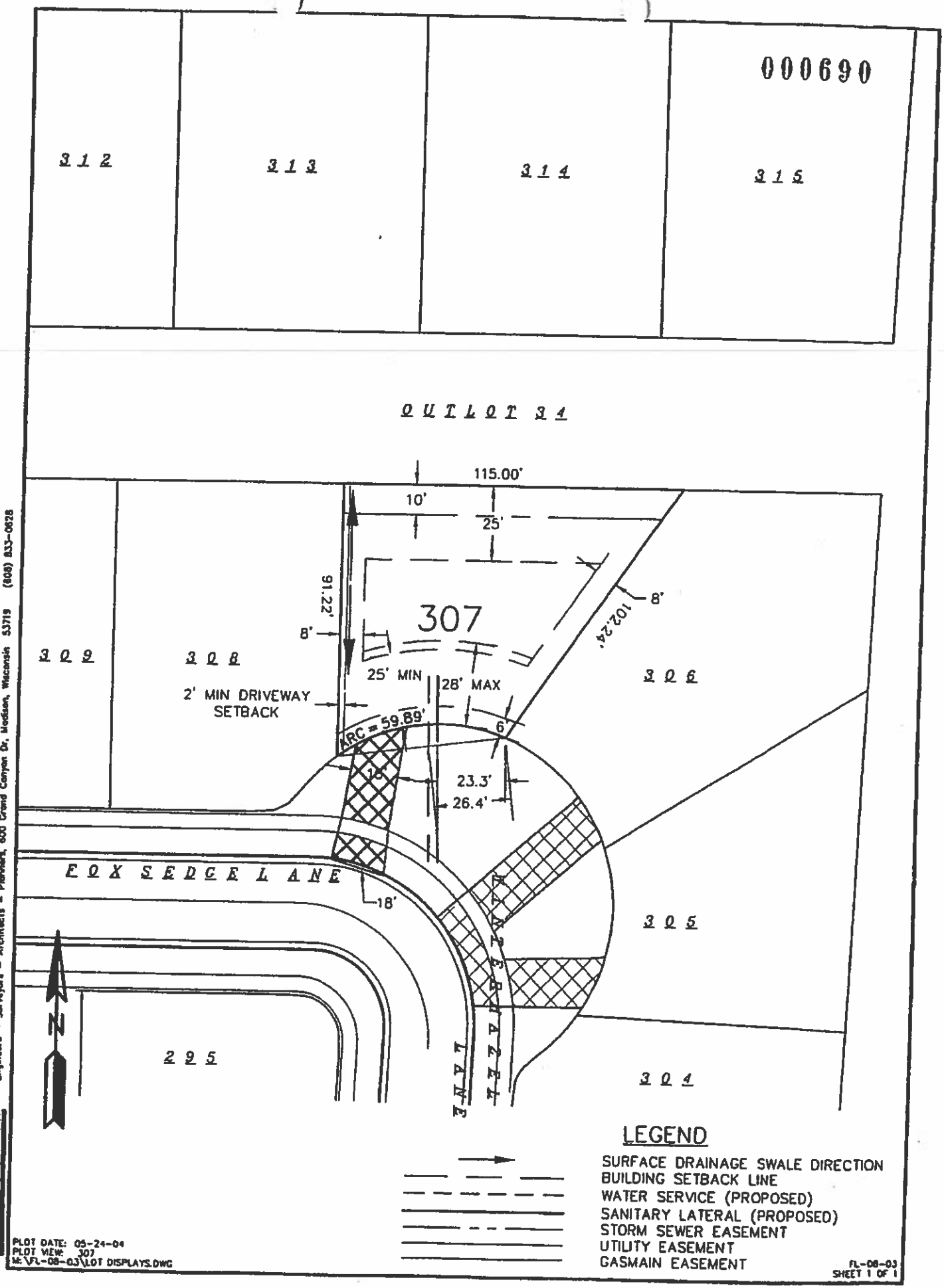
SHEET 1 OF 1


000690
312
313
314
315
OUTLOT 34
115.00'
10'
25'
91.22'
8'
307
102.24'
8'
309
308
306
25' MIN
28' MAX
2' MIN DRIVEWAY SETBACK
ARC = 59.89'
6'
23.3'
26.4'
FOX SEDGE LANE
18'
305
295
304
N
LEGEND
SURFACE DRAINAGE SWALE DIRECTION
BUILDING SETBACK LINE
WATER SERVICE (PROPOSED)
SANITARY LATERAL (PROPOSED)
STORM SEWER EASEMENT
UTILITY EASEMENT
GASMAIN EASEMENT
MAYO corporation
Engineers - Surveyors - Architects - Planners, 600 Grand Canyon Dr, Madison, Wisconsin 53719 (608) 833-0628
PLOT DATE: 05-24-04
PLOT VIEW: 307
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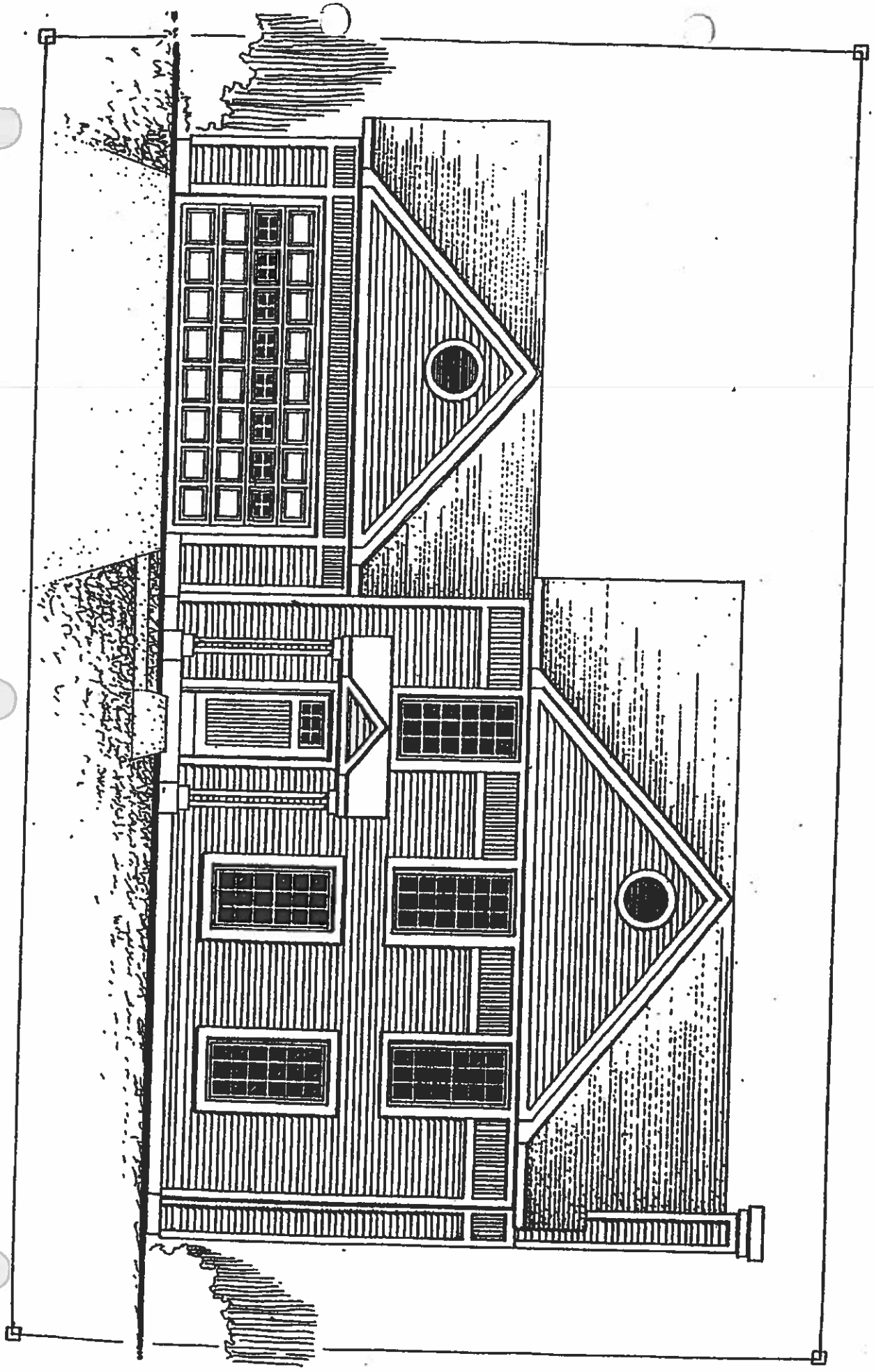
SHEET 1 OF 1

EXHIBIT B-2

Design Accents for Lots 172 through 315



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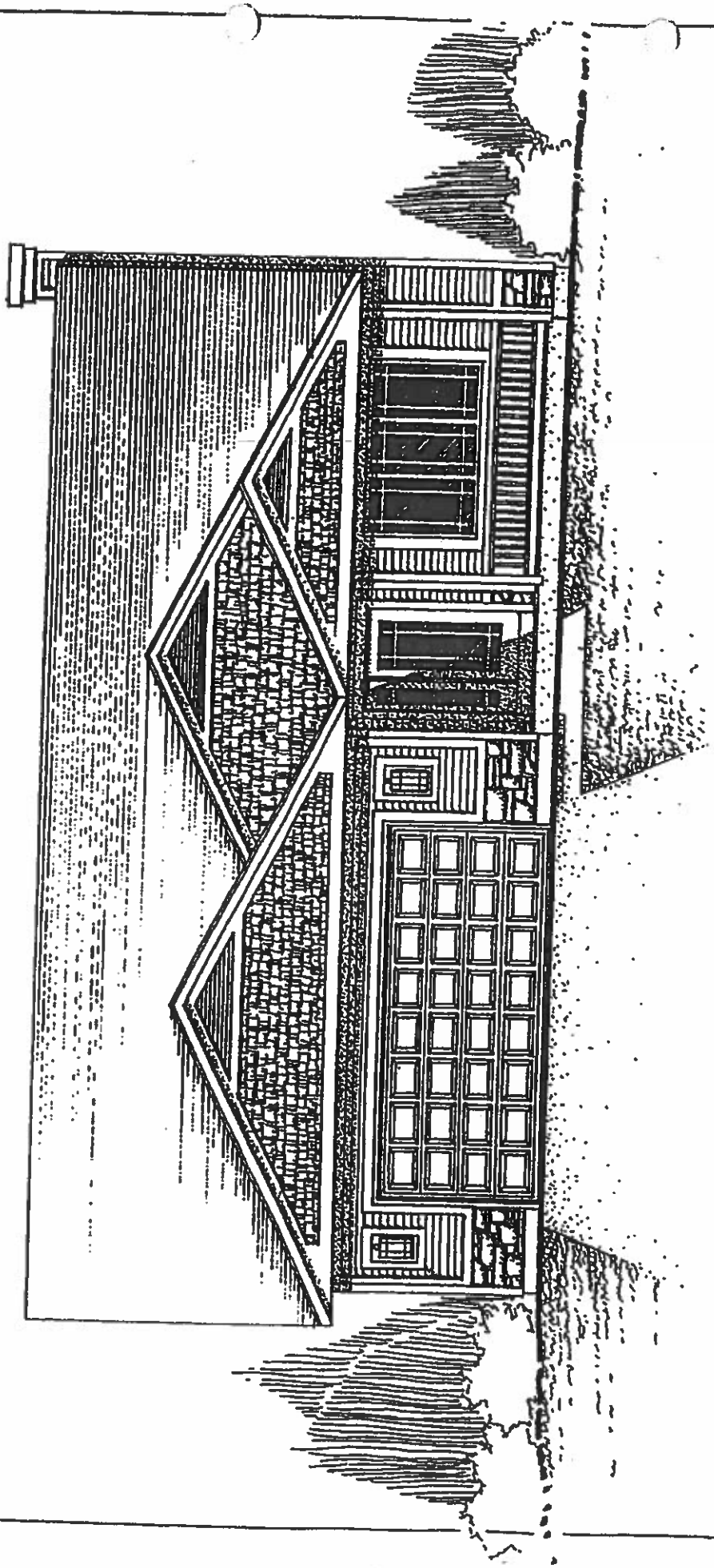

EXHIBIT B-3

Minimum Exposed Elevation

SWAN CREEK OF NINE SPRINGS
PHASE III

LOT #	MINIMUM EXPOSED ELEVATION
183	911.0
184	911.0
260	909.5
261	909.5
273	903.5
274	903.5
275	903.5
276	904.0
277	905.0
278	905.0
279	904.0
280	904.0
281	905.0
282	906.0
283	907.0
284	907.0
285	906.0
286	905.0
287	904.0
288	903.5
289	903.5
290	903.5
306	903.0
307	903.0
309	903.0
310	903.0
311	903.0
312	903.0
313	903.0
314	903.0
315	903.0

EXHIBIT C

Parcel Numbers for Lots 1 through 107, inclusive, Swan Creek of Nine Springs

060911340012	LOT 001	SWAN CREEK OF NINE SPRINGS
060911340122	LOT 002	SWAN CREEK OF NINE SPRINGS
060911340232	LOT 003	SWAN CREEK OF NINE SPRINGS
060911340342	LOT 004	SWAN CREEK OF NINE SPRINGS
060911340452	LOT 005	SWAN CREEK OF NINE SPRINGS
060911340562	LOT 006	SWAN CREEK OF NINE SPRINGS
060911340672	LOT 007	SWAN CREEK OF NINE SPRINGS
060911340782	LOT 008	SWAN CREEK OF NINE SPRINGS
060911340892	LOT 009	SWAN CREEK OF NINE SPRINGS
060911341002	LOT 010	SWAN CREEK OF NINE SPRINGS
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060911341332	LOT 013	SWAN CREEK OF NINE SPRINGS
060911341442	LOT 014	SWAN CREEK OF NINE SPRINGS
060911341552	LOT 015	SWAN CREEK OF NINE SPRINGS
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060911321272	LOT 027	SWAN CREEK OF NINE SPRINGS
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060911321492	LOT 029	SWAN CREEK OF NINE SPRINGS
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060911343942	LOT 084	SWAN CREEK OF NINE SPRINGS
060911344052	LOT 085	SWAN CREEK OF NINE SPRINGS
060911344162	LOT 086	SWAN CREEK OF NINE SPRINGS
060911344272	LOT 087	SWAN CREEK OF NINE SPRINGS
060911344382	LOT 088	SWAN CREEK OF NINE SPRINGS
060911344492	LOT 089	SWAN CREEK OF NINE SPRINGS
060911344602	LOT 090	SWAN CREEK OF NINE SPRINGS
060911344712	LOT 091	SWAN CREEK OF NINE SPRINGS
060911344822	LOT 092	SWAN CREEK OF NINE SPRINGS
060911344932	LOT 093	SWAN CREEK OF NINE SPRINGS
060911345042	LOT 094	SWAN CREEK OF NINE SPRINGS
060911345152	LOT 095	SWAN CREEK OF NINE SPRINGS
060911345262	LOT 096	SWAN CREEK OF NINE SPRINGS
060911345372	LOT 097	SWAN CREEK OF NINE SPRINGS
060911345482	LOT 098	SWAN CREEK OF NINE SPRINGS
060911345592	LOT 099	SWAN CREEK OF NINE SPRINGS
060911345702	LOT 100	SWAN CREEK OF NINE SPRINGS
060911345812	LOT 101	SWAN CREEK OF NINE SPRINGS
060911345922	LOT 102	SWAN CREEK OF NINE SPRINGS
060911346032	LOT 103	SWAN CREEK OF NINE SPRINGS
060911346142	LOT 104	SWAN CREEK OF NINE SPRINGS
060911360752	LOT 105	SWAN CREEK OF NINE SPRINGS
060911360862	LOT 106	SWAN CREEK OF NINE SPRINGS
060911360972	LOT 107	SWAN CREEK OF NINE SPRINGS

Parcel Numbers for Lots 109, 110, 111 and 117, First Addition to Swan Creek of Nine Springs

225-0609-113-0111-2
225-0609-113-0122-2
225-0609-113-0133-2
225-0609-113-0199-2

Parcel Number for Lots 118 through 171, Second Addition to Swan Creek of Nine Springs

060911261082	LOT 118	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911261192	LOT 119	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911261302	LOT 120	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911261412	LOT 121	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911261522	LOT 122	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911261632	LOT 123	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911261742	LOT 124	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911261852	LOT 125	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911261962	LOT 126	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911262072	LOT 127	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911262182	LOT 128	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911262292	LOT 129	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911262402	LOT 130	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911262512	LOT 131	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911262622	LOT 132	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911262732	LOT 133	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911262842	LOT 134	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911262952	LOT 135	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911263062	LOT 136	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911263172	LOT 137	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911263282	LOT 138	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911263392	LOT 139	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911263502	LOT 140	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911263612	LOT 141	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911263722	LOT 142	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911263832	LOT 143	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911263942	LOT 144	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911264052	LOT 145	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911264162	LOT 146	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911264272	LOT 147	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION

060911264382	LOT 148	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911264492	LOT 149	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911264602	LOT 150	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911264712	LOT 151	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911264821	LOT 152	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911264932	LOT 153	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911265042	LOT 154	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911265152	LOT 155	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911265262	LOT 156	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911265372	LOT 157	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911265482	LOT 158	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911265592	LOT 159	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911265702	LOT 160	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911265812	LOT 161	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911265922	LOT 162	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911266032	LOT 163	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911266142	LOT 164	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911266252	LOT 165	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911266362	LOT 166	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911266472	LOT 167	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911266582	LOT 168	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911266692	LOT 169	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911266802	LOT 170	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION
060911266912	LOT 171	SWAN CREEK OF NINE SPRINGS-SECOND ADDITION

Parcel Numbers for Lots 172 through 315, inclusive, Third Addition to Swan Creek of Nine Springs.

060911268522	LOT 172	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911268632	LOT 173	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911268742	LOT 174	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911268852	LOT 175	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911268962	LOT 176	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911269072	LOT 177	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911269182	LOT 178	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911269292	LOT 179	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911269402	LOT 180	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911269512	LOT 181	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911269622	LOT 182	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911241032	LOT 183	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911241142	LOT 184	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911241252	LOT 185	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911241362	LOT 186	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911241472	LOT 187	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911241582	LOT 188	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911241692	LOT 189	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911241802	LOT 190	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911241912	LOT 191	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911242022	LOT 192	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911269732	LOT 193	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911269842	LOT 194	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911269952	LOT 195	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911270062	LOT 196	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911270172	LOT 197	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911270282	LOT 198	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911270392	LOT 199	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911270502	LOT 200	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911242212	LOT 201	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911242322	LOT 202	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911242432	LOT 203	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911242542	LOT 204	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911242652	LOT 205	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911242762	LOT 206	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911242872	LOT 207	SWAN CREEK OF NINE SPRINGS-3RD ADDITION

060911242982	LOT 208	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911243092	LOT 209	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911243202	LOT 210	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911270612	LOT 211	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911270722	LOT 212	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911270832	LOT 213	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911270942	LOT 214	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911271052	LOT 215	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911271162	LOT 216	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911271272	LOT 217	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911271382	LOT 218	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911243392	LOT 219	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911243502	LOT 220	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911243612	LOT 221	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911243722	LOT 222	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911243832	LOT 223	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911220042	LOT 224	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911244052	LOT 225	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911244162	LOT 226	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911244272	LOT 227	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911244382	LOT 228	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911210092	LOT 229	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911210202	LOT 230	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911210312	LOT 231	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911210422	LOT 232	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911210532	LOT 233	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911210642	LOT 234	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911210752	LOT 235	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911210862	LOT 236	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911210972	LOT 237	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911211082	LOT 238	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911211192	LOT 239	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911211302	LOT 240	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911211412	LOT 241	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911211522	LOT 242	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911211632	LOT 243	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911211742	LOT 244	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911211852	LOT 245	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911211962	LOT 246	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911212072	LOT 247	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911212182	LOT 248	SWAN CREEK OF NINE SPRINGS-3RD ADDITION

060911220192	LOT 249	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911220302	LOT 250	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911220412	LOT 251	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911220522	LOT 252	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911220632	LOT 253	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911212342	LOT 254	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911212452	LOT 255	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911212562	LOT 256	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911212672	LOT 257	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911212782	LOT 258	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911212892	LOT 259	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911213002	LOT 260	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911213112	LOT 261	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911213222	LOT 262	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911213332	LOT 263	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911213442	LOT 264	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911213552	LOT 265	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911213662	LOT 266	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911213772	LOT 267	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911213882	LOT 268	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911213992	LOT 269	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911214102	LOT 270	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911214212	LOT 271	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911214322	LOT 272	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911271532	LOT 273	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911271642	LOT 274	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911271752	LOT 275	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911271862	LOT 276	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911271972	LOT 277	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911272082	LOT 278	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911272192	LOT 279	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911272302	LOT 280	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911272412	LOT 281	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911272522	LOT 282	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911272632	LOT 283	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911272742	LOT 284	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911272852	LOT 285	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911272962	LOT 286	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911273072	LOT 287	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911273182	LOT 288	SWAN CREEK OF NINE SPRINGS-3RD ADDITION

060911273292	LOT 289	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911273402	LOT 290	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911273512	LOT 291	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911273622	LOT 292	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911273732	LOT 293	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911273842	LOT 294	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911273952	LOT 295	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911274062	LOT 296	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911274172	LOT 297	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911274282	LOT 298	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911274392	LOT 299	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911274502	LOT 300	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911274612	LOT 301	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911274722	LOT 302	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911274832	LOT 303	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911274942	LOT 304	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911275052	LOT 305	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911275162	LOT 306	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911275272	LOT 307	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911275382	LOT 308	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911275492	LOT 309	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911275602	LOT 310	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911275712	LOT 311	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911275822	LOT 312	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911275932	LOT 313	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911276042	LOT 314	SWAN CREEK OF NINE SPRINGS-3RD ADDITION
060911276152	LOT 315	SWAN CREEK OF NINE SPRINGS-3RD ADDITION

Parcel Numbers for Units 1-01 through 1-18, 2-01 through 2-18, 3-01 through 3-18, 4-01 through 4-18, and 5-01 through 5-20, the Gardens at Swan Creek, a Condominium

060911303502	UNIT 1-01	GARDENS AT SWAN CREEK CONDOMINIUM
060911303522	UNIT 1-02	GARDENS AT SWAN CREEK CONDOMINIUM
060911303542	UNIT 1-03	GARDENS AT SWAN CREEK CONDOMINIUM
060911303562	UNIT 1-04	GARDENS AT SWAN CREEK CONDOMINIUM
060911303582	UNIT 1-05	GARDENS AT SWAN CREEK CONDOMINIUM
060911303602	UNIT 1-06	GARDENS AT SWAN CREEK CONDOMINIUM
060911303622	UNIT 1-07	GARDENS AT SWAN CREEK CONDOMINIUM
060911303642	UNIT 1-08	GARDENS AT SWAN CREEK CONDOMINIUM
060911303662	UNIT 1-09	GARDENS AT SWAN CREEK CONDOMINIUM
060911303682	UNIT 1-10	GARDENS AT SWAN CREEK CONDOMINIUM
060911303702	UNIT 1-11	GARDENS AT SWAN CREEK CONDOMINIUM
060911303722	UNIT 1-12	GARDENS AT SWAN CREEK CONDOMINIUM
060911303742	UNIT 1-13	GARDENS AT SWAN CREEK CONDOMINIUM
060911303762	UNIT 1-14	GARDENS AT SWAN CREEK CONDOMINIUM
060911303782	UNIT 1-15	GARDENS AT SWAN CREEK CONDOMINIUM
060911303802	UNIT 1-16	GARDENS AT SWAN CREEK CONDOMINIUM
060911303822	UNIT 1-17	GARDENS AT SWAN CREEK CONDOMINIUM
060911303842	UNIT 1-18	GARDENS AT SWAN CREEK CONDOMINIUM
060911303862	UNIT 2-01	GARDENS AT SWAN CREEK CONDOMINIUM
060911303882	UNIT 2-02	GARDENS AT SWAN CREEK CONDOMINIUM
060911303902	UNIT 2-03	GARDENS AT SWAN CREEK CONDOMINIUM
060911303922	UNIT 2-04	GARDENS AT SWAN CREEK CONDOMINIUM
060911303942	UNIT 2-05	GARDENS AT SWAN CREEK CONDOMINIUM
060911303962	UNIT 2-06	GARDENS AT SWAN CREEK CONDOMINIUM
060911303982	UNIT 2-07	GARDENS AT SWAN CREEK CONDOMINIUM
060911304002	UNIT 2-08	GARDENS AT SWAN CREEK CONDOMINIUM
060911304022	UNIT 2-09	GARDENS AT SWAN CREEK CONDOMINIUM
060911304042	UNIT 2-10	GARDENS AT SWAN CREEK CONDOMINIUM
060911304062	UNIT 2-11	GARDENS AT SWAN CREEK CONDOMINIUM
060911304082	UNIT 2-12	GARDENS AT SWAN CREEK CONDOMINIUM
060911304102	UNIT 2-13	GARDENS AT SWAN CREEK CONDOMINIUM
060911304122	UNIT 2-14	GARDENS AT SWAN CREEK CONDOMINIUM
060911304142	UNIT 2-15	GARDENS AT SWAN CREEK CONDOMINIUM
060911304162	UNIT 2-16	GARDENS AT SWAN CREEK CONDOMINIUM
060911304182	UNIT 2-17	GARDENS AT SWAN CREEK CONDOMINIUM

060911304202	UNIT 2-18	GARDENS AT SWAN CREEK CONDOMINIUM
060911304222	UNIT 3-01	GARDENS AT SWAN CREEK CONDOMINIUM
060911304242	UNIT 3-02	GARDENS AT SWAN CREEK CONDOMINIUM
060911304262	UNIT 3-03	GARDENS AT SWAN CREEK CONDOMINIUM
060911304282	UNIT 3-04	GARDENS AT SWAN CREEK CONDOMINIUM
060911304302	UNIT 3-05	GARDENS AT SWAN CREEK CONDOMINIUM
060911304322	UNIT 3-06	GARDENS AT SWAN CREEK CONDOMINIUM
060911304342	UNIT 3-07	GARDENS AT SWAN CREEK CONDOMINIUM
060911304362	UNIT 3-08	GARDENS AT SWAN CREEK CONDOMINIUM
060911304382	UNIT 3-09	GARDENS AT SWAN CREEK CONDOMINIUM
060911304402	UNIT 3-10	GARDENS AT SWAN CREEK CONDOMINIUM
060911304422	UNIT 3-11	GARDENS AT SWAN CREEK CONDOMINIUM
060911304442	UNIT 3-12	GARDENS AT SWAN CREEK CONDOMINIUM
060911304462	UNIT 3-13	GARDENS AT SWAN CREEK CONDOMINIUM
060911304482	UNIT 3-14	GARDENS AT SWAN CREEK CONDOMINIUM
060911304502	UNIT 3-15	GARDENS AT SWAN CREEK CONDOMINIUM
060911304522	UNIT 3-16	GARDENS AT SWAN CREEK CONDOMINIUM
060911304542	UNIT 3-17	GARDENS AT SWAN CREEK CONDOMINIUM
060911304562	UNIT 3-18	GARDENS AT SWAN CREEK CONDOMINIUM
060911304582	UNIT 4-01	GARDENS AT SWAN CREEK CONDOMINIUM
060911304602	UNIT 4-02	GARDENS AT SWAN CREEK CONDOMINIUM
060911304622	UNIT 4-03	GARDENS AT SWAN CREEK CONDOMINIUM
060911304642	UNIT 4-04	GARDENS AT SWAN CREEK CONDOMINIUM
060911304662	UNIT 4-05	GARDENS AT SWAN CREEK CONDOMINIUM
060911304682	UNIT 4-06	GARDENS AT SWAN CREEK CONDOMINIUM
060911304702	UNIT 4-07	GARDENS AT SWAN CREEK CONDOMINIUM
060911304722	UNIT 4-08	GARDENS AT SWAN CREEK CONDOMINIUM
060911304742	UNIT 4-09	GARDENS AT SWAN CREEK CONDOMINIUM
060911304762	UNIT 4-10	GARDENS AT SWAN CREEK CONDOMINIUM
060911304782	UNIT 4-11	GARDENS AT SWAN CREEK CONDOMINIUM
060911304802	UNIT 4-12	GARDENS AT SWAN CREEK CONDOMINIUM
060911304822	UNIT 4-13	GARDENS AT SWAN CREEK CONDOMINIUM
060911304842	UNIT 4-14	GARDENS AT SWAN CREEK CONDOMINIUM
060911304862	UNIT 4-15	GARDENS AT SWAN CREEK CONDOMINIUM
060911304882	UNIT 4-16	GARDENS AT SWAN CREEK CONDOMINIUM
060911304902	UNIT 4-17	GARDENS AT SWAN CREEK CONDOMINIUM

060911304922	UNIT 4-18	GARDENS AT SWAN CREEK CONDOMINIUM
060911304942	UNIT 5-01	GARDENS AT SWAN CREEK CONDOMINIUM
060911304962	UNIT 5-02	GARDENS AT SWAN CREEK CONDOMINIUM
060911304982	UNIT 5-03	GARDENS AT SWAN CREEK CONDOMINIUM
060911305002	UNIT 5-04	GARDENS AT SWAN CREEK CONDOMINIUM
060911305022	UNIT 5-05	GARDENS AT SWAN CREEK CONDOMINIUM
060911305042	UNIT 5-06	GARDENS AT SWAN CREEK CONDOMINIUM
060911305062	UNIT 5-07	GARDENS AT SWAN CREEK CONDOMINIUM
060911305082	UNIT 5-08	GARDENS AT SWAN CREEK CONDOMINIUM
060911305102	UNIT 5-09	GARDENS AT SWAN CREEK CONDOMINIUM
060911305122	UNIT 5-10	GARDENS AT SWAN CREEK CONDOMINIUM
060911305142	UNIT 5-11	GARDENS AT SWAN CREEK CONDOMINIUM
060911305162	UNIT 5-12	GARDENS AT SWAN CREEK CONDOMINIUM
060911305182	UNIT 5-13	GARDENS AT SWAN CREEK CONDOMINIUM
060911305202	UNIT 5-14	GARDENS AT SWAN CREEK CONDOMINIUM
060911305222	UNIT 5-15	GARDENS AT SWAN CREEK CONDOMINIUM
060911305242	UNIT 5-16	GARDENS AT SWAN CREEK CONDOMINIUM
060911305262	UNIT 5-17	GARDENS AT SWAN CREEK CONDOMINIUM
060911305282	UNIT 5-18	GARDENS AT SWAN CREEK CONDOMINIUM
060911305302	UNIT 5-19	GARDENS AT SWAN CREEK CONDOMINIUM
060911305322	UNIT 5-20	GARDENS AT SWAN CREEK CONDOMINIUM

Parcel Numbers for Units 1 through 21, Aster Meadows at Swan Creek, a Condominium

060911302502	UNIT 1	ASTER MEADOWS AT SWAN CREEK CONDOMINIUM
060911302522	UNIT 2	ASTER MEADOWS AT SWAN CREEK CONDOMINIUM
060911302542	UNIT 3	ASTER MEADOWS AT SWAN CREEK CONDOMINIUM
060911302562	UNIT 4	ASTER MEADOWS AT SWAN CREEK CONDOMINIUM
060911302582	UNIT 5	ASTER MEADOWS AT SWAN CREEK CONDOMINIUM
060911302602	UNIT 6	ASTER MEADOWS AT SWAN CREEK CONDOMINIUM
060911302622	UNIT 7	ASTER MEADOWS AT SWAN CREEK CONDOMINIUM
060911302642	UNIT 8	ASTER MEADOWS AT SWAN CREEK CONDOMINIUM
060911302662	UNIT 9	ASTER MEADOWS AT SWAN CREEK CONDOMINIUM
060911302682	UNIT 10	ASTER MEADOWS AT SWAN CREEK CONDOMINIUM
060911302702	UNIT 11	ASTER MEADOWS AT SWAN CREEK CONDOMINIUM
060911302722	UNIT 12	ASTER MEADOWS AT SWAN CREEK CONDOMINIUM
060911302742	UNIT 13	ASTER MEADOWS AT SWAN CREEK CONDOMINIUM
060911302762	UNIT 14	ASTER MEADOWS AT SWAN CREEK CONDOMINIUM
060911302782	UNIT 15	ASTER MEADOWS AT SWAN CREEK CONDOMINIUM
060911302802	UNIT 16	ASTER MEADOWS AT SWAN CREEK CONDOMINIUM
060911302822	UNIT 17	ASTER MEADOWS AT SWAN CREEK CONDOMINIUM
060911302842	UNIT 18	ASTER MEADOWS AT SWAN CREEK CONDOMINIUM
060911302862	UNIT 19	ASTER MEADOWS AT SWAN CREEK CONDOMINIUM
060911302882	UNIT 20	ASTER MEADOWS AT SWAN CREEK CONDOMINIUM
060911302902	UNIT 21	ASTER MEADOWS AT SWAN CREEK CONDOMINIUM

Internal Revenue Service
DEPARTMENT OF THE TREASURY

The Digital Daily

Federal Tax ID / EIN

This is your provisional Employer Identification Number:

[redacted]

Today's Date is: December 01, 2004 GMT

You will receive a confirmation letter in U.S. mail within fifteen days.

The letter will also contain useful tax information for your business or organization.

If you have input any of the information on your application in error, please wait seven days and contact the EIN Toll Free area at 1-800-829-4933, Monday - Friday, 7:30am - 5:30pm. If you do not want to call, please make corrections on the letter you receive confirming your EIN and return it to the IRS.

If you are going to complete other on-line applications that require your Employer Identification Number(EIN) you can copy it by performing the following steps:

1) Use your mouse to highlight your EIN (blue number on top of page) by moving your pointer on top of the number.
2) Press the Ctrl key at the same time pressing the C key.

Once you copy your EIN you can paste it in the appropriate place by pressing the Ctrl key at the same time pressing the V key.

You may click on the buttons below for different print options or to fill out another Form SS-4.

Review and Print Form SS-4 | Fill Out Another Form SS-4

Click here to return to the Internet Employer Identification Number landing (start) page.

"General and special charges to members of the Association under the Declaration shall be established by the Board and adjusted in its discretion. Such charges shall be established and collected in the manner provided for in the declaration. Any member who is delinquent in making payment of any general or special charge will be subject to suspension of voting rights until such time as the delinquent charges are paid.

The association has the entitlementto charge 12% interest for late payments from the day of the original due date. Interest will be charged onthe original fee as well as any cost associated with collection. The delinquent property owner shall pay any costs related to collecting outstanding fees. Costs include but is not limited to late notice letters, bank fees for returned checks, reasonable attorney's fees and litigation costs incurred by the association. Each late notice letter sent by the association will be assessed a minimum cost of $ 10 to be paid by the delinquent owner. This amount reflects accounting, mailing and printing expenses. If actual expenses are higher (i.e. letter sent by lawyer) the higher of the amounts will be charged. The terms of this section shall be effective as of January 1, 2011."

Approval: This addendum was unanimously approved by the board of officers at the November 22nd board meeting in 2010

Intent of change: Clarify that expenses related to payment collection will be charged to the delinquent.