

**SWAN CREEK OF NINE SPRINGS DECLARATIONS,  
EASEMENTS AND RESTRICTIONS**

**A. SWAN CREEK OF NINE SPRINGS**

- 1. Declaration of Protective Covenants for Lots 1 through 107, Inclusive, Swan Creek of Nine Springs, dated October 30, 2002**
- 2. 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, dated September 17, 2004**
- 3. Declaration of Easements (Signage), dated August 19, 2004** A
- 4. Disclosure Affidavit, dated July 27, 2005**

**B. FIRST ADDITION TO SWAN CREEK OF NINE SPRINGS**

- 1. Declaration of Easements (Signage), dated August 19, 2004**
- 2. Disclosure Affidavit, dated July 27, 2005 (See Tab A4)**

**C. SECOND ADDITION TO SWAN CREEK OF NINE SPRINGS**

- 1. Declaration of Protective Covenants for Lots 118 through 171, inclusive, Second Addition to Swan Creek of Nine Springs, dated October 9, 2003 (See replacement agreement under C.4.)**
- 2. Declaration of Easement for Private Roads and Public Utilities, dated October 9, 2003 (Superceded)**
- 3. Declaration of Easements (Signage), dated August 19, 2004**
- 4. 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, dated September 17, 2004 (See A.2. for copy of the document)**

5. **Amended and Restated Declaration of Easement for Private Roads and Public Utilities (Outlot 27), dated October 25, 2004**
6. **Amended and Restated Declaration of Easement for Private Roads and Public Utilities (Outlot 28), dated October 25, 2004**
7. **Disclosure Affidavit, dated July 27, 2005 (See Tab A4)**

**D. THIRD ADDITION TO SWAN CREEK OF NINE SPRINGS**

1. **Declaration of Easements (Signage), dated August 19, 2004**
2. **Disclosure Affidavit, dated July 27, 2005 (See Tab A4)**

**E. ASTER MEADOWS AT SWAN CREEK**

1. **Declaration of Easements (Signage), dated August 19, 2004**
2. **Disclosure Affidavit, dated July 27, 2005 (See Tab A4)**

**F. GARDENS AT SWAN CREEK**

1. **Declaration of Easements (Signage), dated August 19, 2004**
2. **Disclosure Affidavit, dated July 27, 2005 (See Tab A4)**





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 COMMITTEE3.01 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 of 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:

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- (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.

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- (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).

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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: [Signature]  
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.

[Signature]  
Name: William Ramsfeld  
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

**EXHIBIT A**

**000193**

**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.

**IMPERVIOUS SURFACE RATIOS**  
(MAXIMUM ALLOWED)

THIS INFORMATION WAS OBTAINED FROM THE APPROVED  
COMPREHENSIVE DEVELOPMENT PLAN.

| <u>LAND USE</u>                                                          | <u>ISR</u> |
|--------------------------------------------------------------------------|------------|
| Single Family Residential                                                | 35%        |
| Medium Density Condominiums<br>(Outlots 16, 18, 25)                      | 55%        |
| High Density Condominiums<br>(Outlots 14 and 9)                          | 55%        |
| High Density Apartments<br>(Outlot 6, Excluding 5 acres of Retail/Civic) | 50%        |
| Retail/Civic<br>(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  
 Canada Anemone  
 Marsh Milkweed  
 New England Aster  
 Marsh Marigold  
 Turtlehead  
 Boneset  
 Joe-Pye Weed  
 Queen of the Prairie  
 Blue Flag Iris  
 Prairie Blazingstar  
 Great Blue Lobelia  
 Culver's Root  
 Golden Alexander

Acorus calamus  
 Anemone canadensis  
 Asclepias incarnata  
 Aster novae-angliae  
 Caltha palustris  
 Chelone glabra  
 Eupatorium perfoliatum  
 Eupatorium maculatum  
 Filpendula rubra  
 Iris versicolor  
 Liatris pycnostachya  
 Lobelia siphilitica  
 Veronicastrum virginicum  
 Zizia aurea

## SHRUBS:

Black Chokeberry  
 Red-osier Dogwood  
 Kalm St. Johnswort  
 Common Winterberry  
 Pussy Willow  
 Meadow Sweet

Aronia melanocarpa 'alata'  
 Cornus stolonifera  
 Hypericum kalmianum  
 Ilex verticillata  
 Salix discolor  
 Spriaea alba

Wet (Shady)

## FORBS:

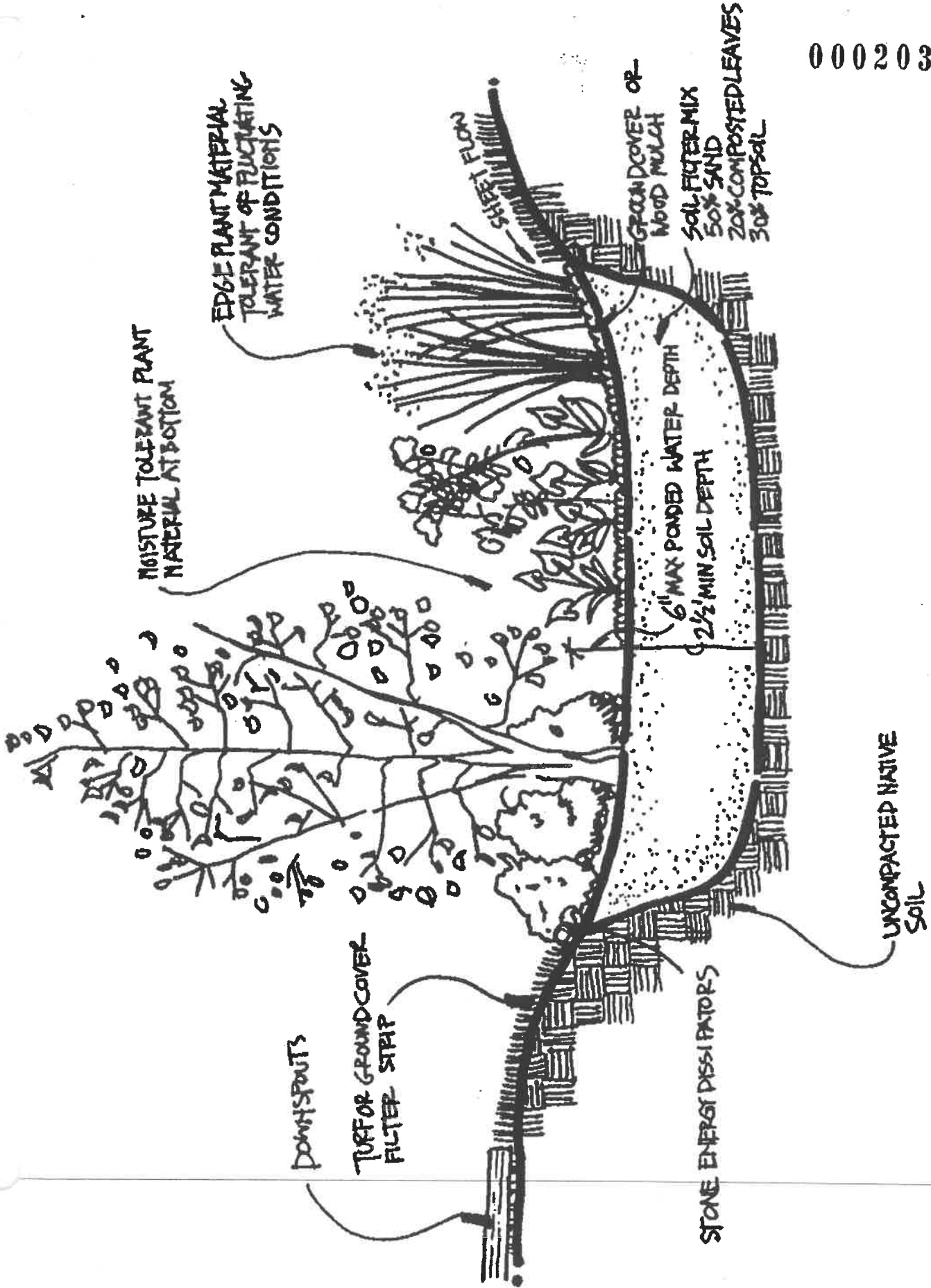
White Snakeroot  
 Cardinal Flower  
 Ostrich Fern  
 Virginia Bluebells  
 Wild Blue Phlox  
 Solomon's Seal  
 Zigzag Goldenrod  
 Woodland Meadowrue

Eupatorium rugosum  
 Lobelia cardinalis  
 Matteuccia pennsylvanica  
 Mertensia virginica  
 Phlox divaricata  
 Polygonatum biflorum  
 Solidago flexicaulis  
 Thalictrum diocum

## SHRUBS:

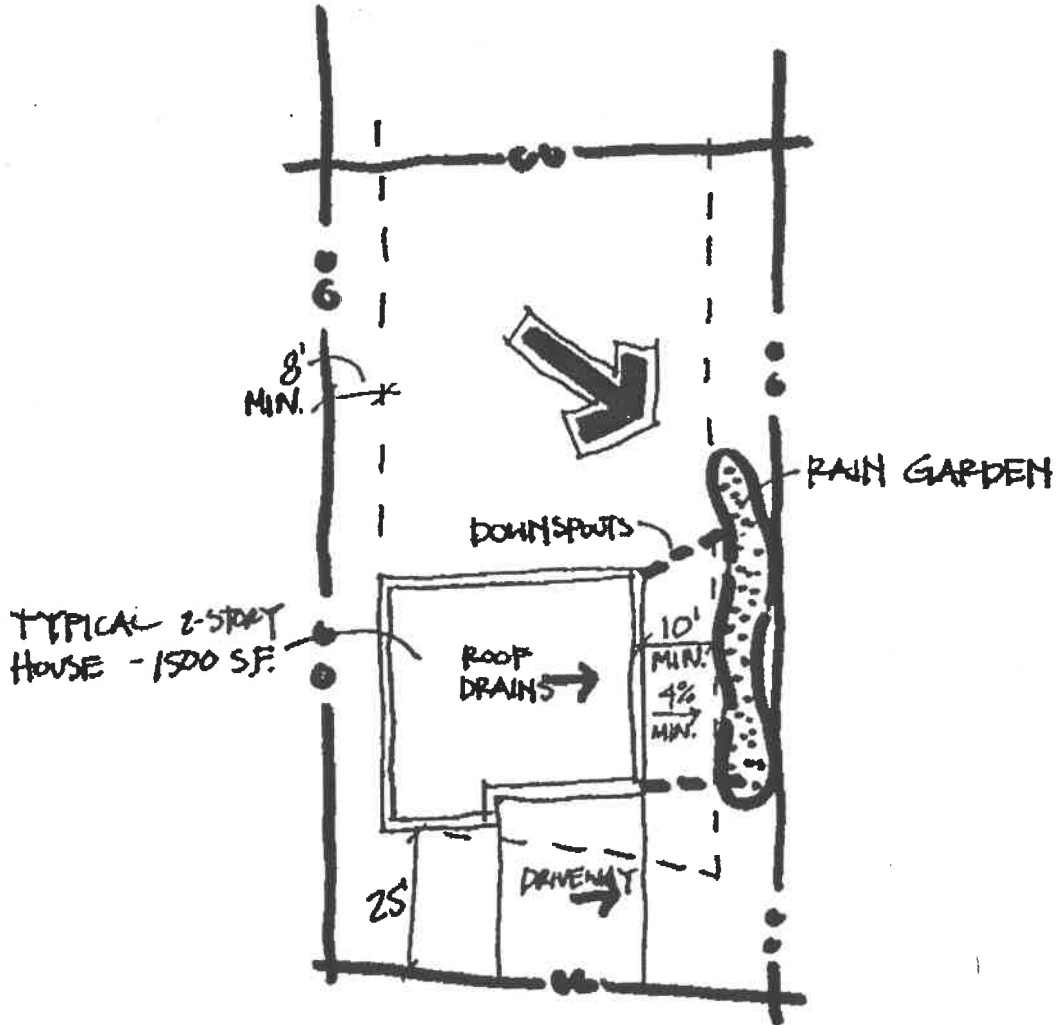
Black Chokeberry  
 Common Ninebark  
 American Black Currant  
 American Elder  
 American Cranberrybush

Aronia melanocarpa 'alata'  
 Physocarpus opulifolius  
 Ribes americanum  
 Sambucus Canadensis  
 Viburnum trilobum



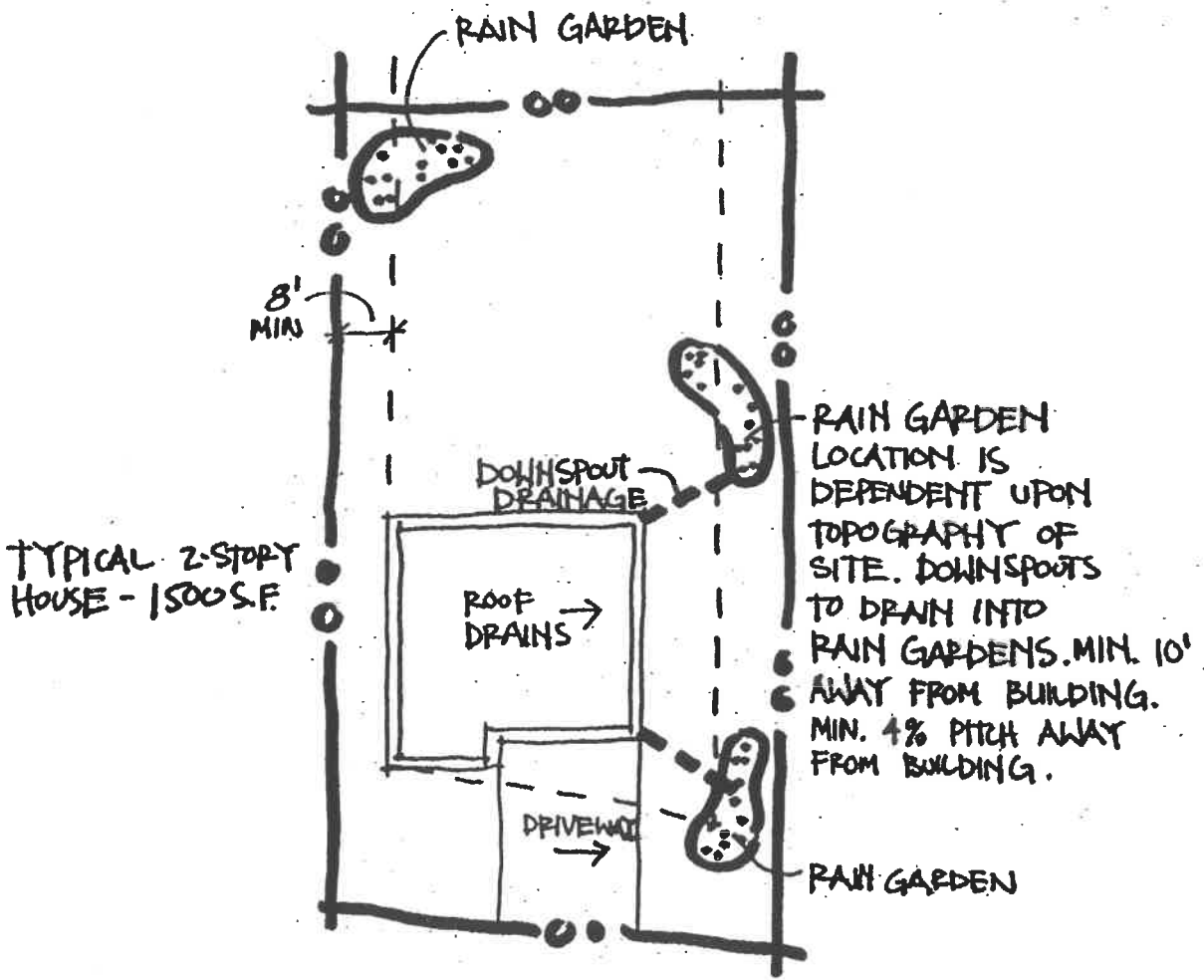
# SWAN CREEK OF NINE SPRINGS CONCEPTUAL RAIN GARDEN SKETCH - SINGLE.

000204

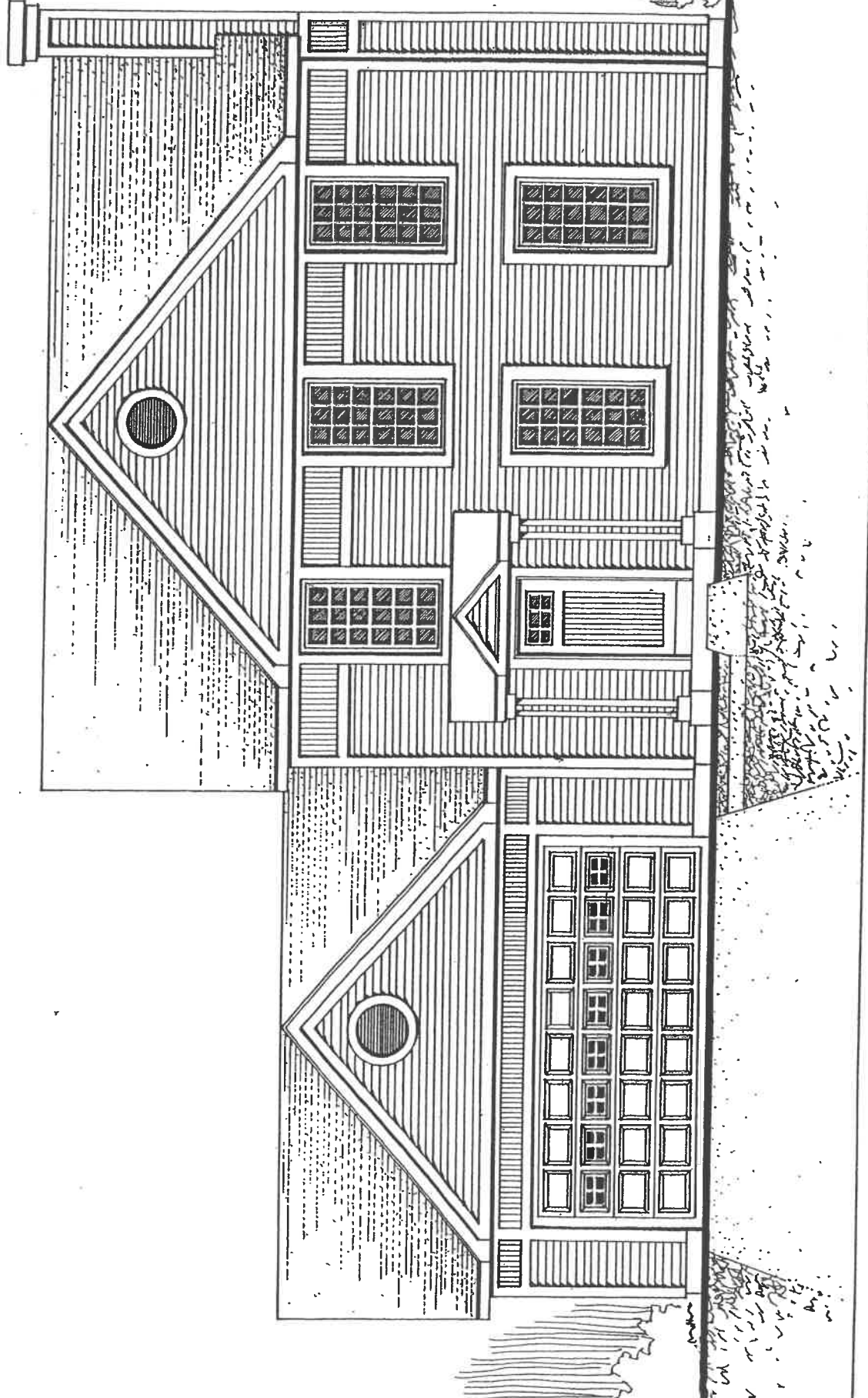




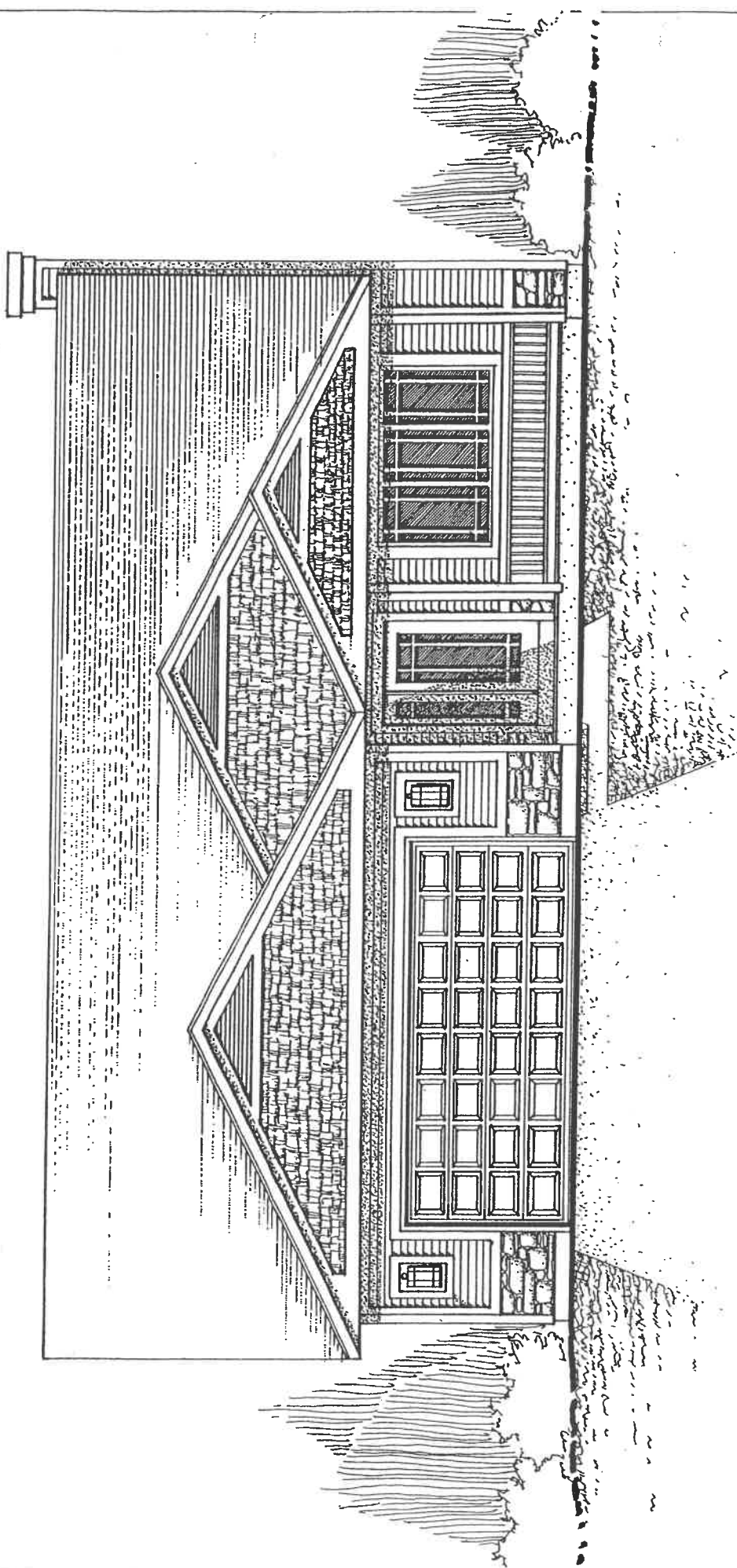
# SWAN CREEK OF NINE SPRINGS CONCEPTUAL RAIN GARDEN SKETCH



000207



000208



**EXHIBIT E**

**000206**

**Design Accents**

EXHIBIT F

000209

SWAN CREEK OF NINE SPRINGS

MINIMUM GROUND  
ELEVATION TABLE

| <u>LOT #</u> | <u>MINIMUM<br/>ALLOWABLE<br/>ELEVATION</u> |
|--------------|--------------------------------------------|
| 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                                     |

| <u>LOT #</u> | <u>MINIMUM<br/>ALLOWABLE<br/>ELEVATION</u> |
|--------------|--------------------------------------------|
| 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                        |

2

3

4

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**

DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
**3970461**

09/22/2004 12:22:47PM

Trans. Fee:  
Exempt #:

Rec. Fee: 117.00  
Pages: 54

**000654**

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.

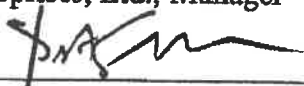
(j) Each Owner of a Lot shall be solely responsible for all costs associated with the City of Fitchburg's traffic impact fee.

000659

(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

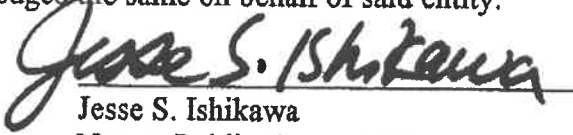
By:

  
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:

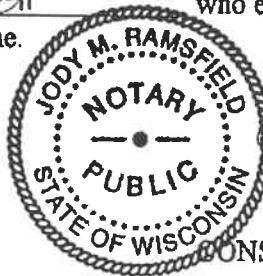
  
By: ARNETT HOLDING AND INVESTMENTS LLC  
Name: A.J. ARNETT  
Title: MEMBER LLC

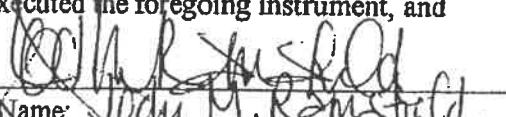
000660

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
                                  ) SS  
COUNTY OF DANE     )

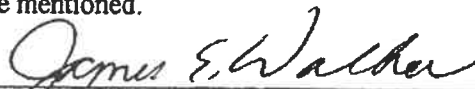
Personally came before me this 31<sup>st</sup> day of August, 2004, the above-named A.J. Arnett who executed the foregoing instrument, and acknowledged the same.



  
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 31<sup>st</sup> 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:

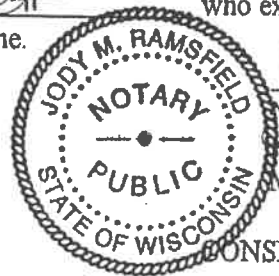
000661

By: [Signature]  
Name: ARANTH HOLDINGS AND INVESTMENTS LLC  
Title: Member LLC

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
                                  ) SS  
COUNTY OF DANE )

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



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

CONSENT

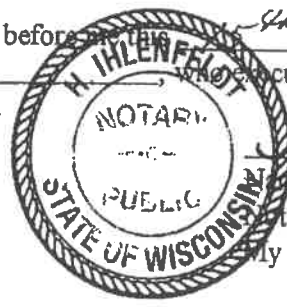
The undersigned, as holder of one or more mortgages owned by the other named immediately above, joins in the execution of this document for the purpose of subjecting its interest in said lands to the terms of the above mentioned.

[Signature]  
By: MINNOMA STATE BANK  
Name: TED GUNDENSW  
Title: BUSINESS BANKING OFFICER

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
                                  ) SS  
COUNTY OF DANE )

Personally came before me this 4<sup>th</sup> day of September, 2004, the above-named WALVERIN who executed the foregoing instrument, and acknowledged the same.



[Signature]  
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:

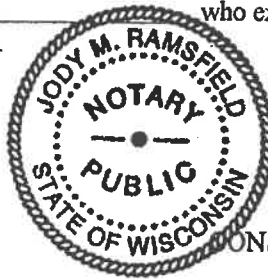
000662

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

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF DANE )

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



Jody Ramsfield  
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.

Edward W. Kinney  
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 Pobjoy  
Name: Michelle Pobjoy  
Notary Public, State of Wisconsin  
My Commission: 6-15-2008

\*(164,165,167)

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

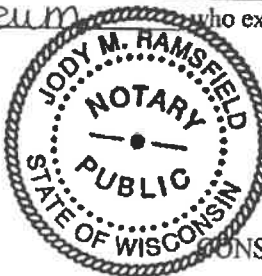
000663

By: [Signature]  
Name: Rebecca Brunner, LLC  
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.



[Signature]  
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.

[Signature]  
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.

[Signature]  
Name: Lori B. Mathew  
Notary Public, State of Wisconsin  
My Commission: 100707



\* (146, 156, 161)

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

000664

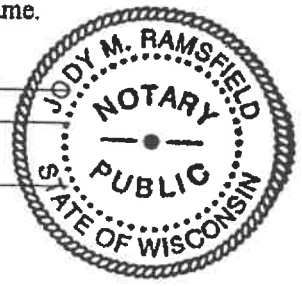
By: Tim Binger  
Name: Tim Binger  
Title: Owner

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF DANE )

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

Jody M. Ramsfield  
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.

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

ACKNOWLEDGMENT

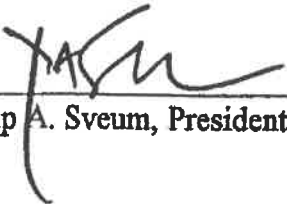
STATE OF WISCONSIN )  
 ) SS  
COUNTY OF DANE )

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

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

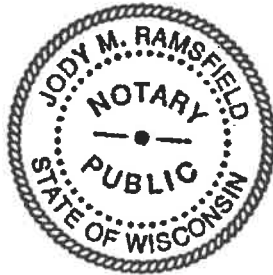
ASTER MEADOWS AT SWAN CREEK  
CONDOMINIUM OWNERS  
ASSOCIATION, INC.

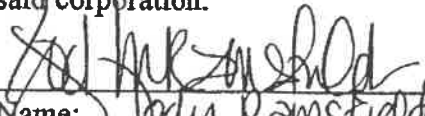
000665

By:   
Phillip A. Sveum, President

STATE OF WISCONSIN )  
                                  ) SS  
COUNTY OF DANE     )


Personally came before me this 15<sup>th</sup> 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.



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

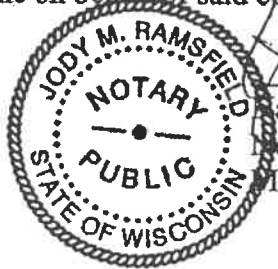
THE GARDENS AT SWAN CREEK  
CONDOMINIUM OWNERS  
ASSOCIATION, INC.

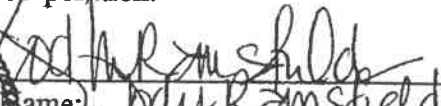
000666

By:   
Phillip A. Sveum, President

STATE OF WISCONSIN )  
                                                          ) SS  
COUNTY OF DANE    )

Personally came before me this 15<sup>th</sup> 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.



  
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 of subjecting its interest in said lands to the terms of the above Amendment.

ANCHOR BANK, FSB

By: *[Signature]*  
Brian Zimdars, Vice President

STATE OF WISCONSIN )  
                                          ) ss.  
COUNTY OF DANE        )

Personally came before me this 16<sup>th</sup> 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 Pohoy*  
Name: Michelle Pohoy  
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<br>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 |
|-----|----------------|------------------------------------------------------------------------------------------------|

000674

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 Sassafras 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.

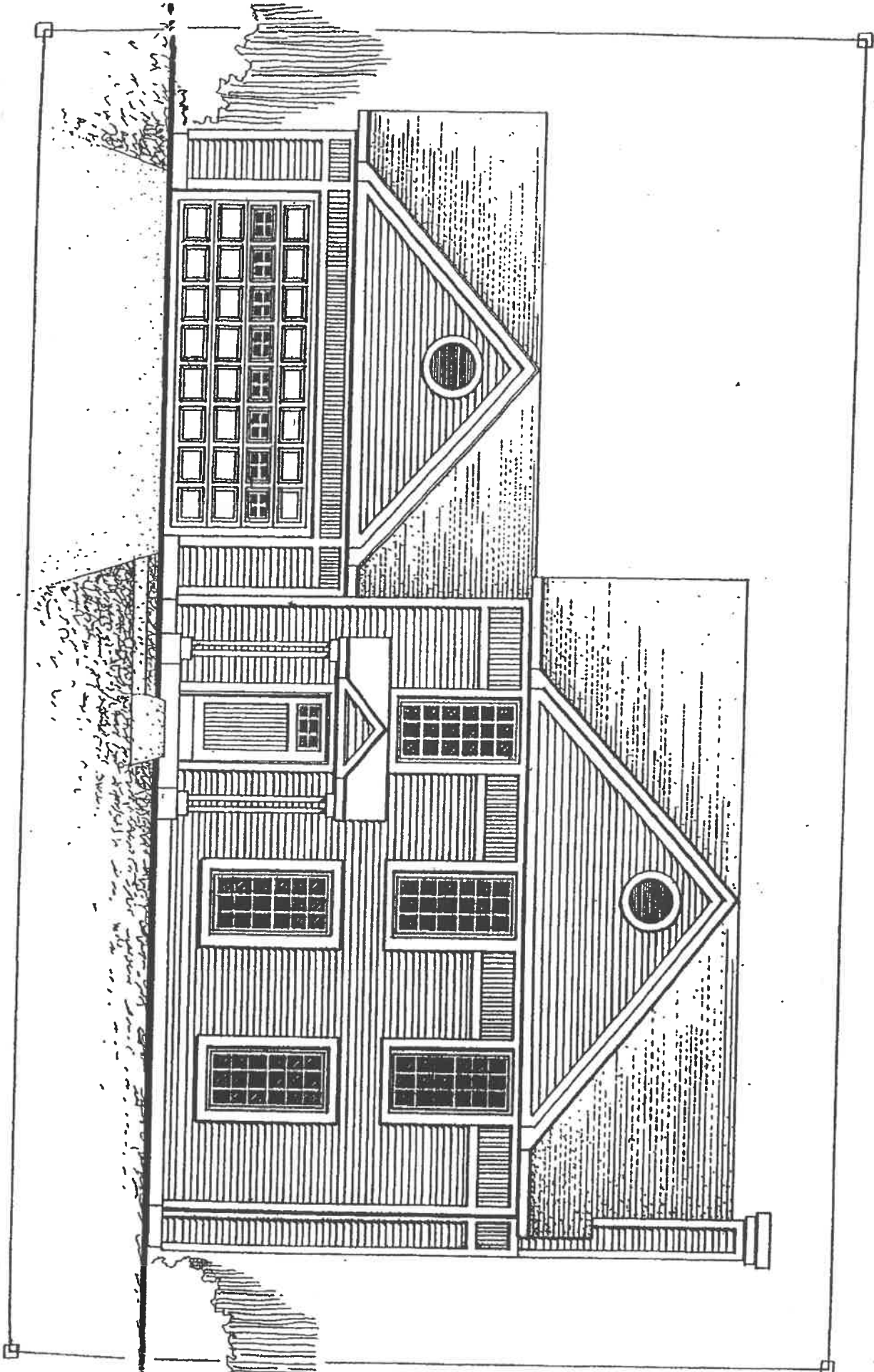
- (iv) Open porches, screened porches, patios, attached garages, and all basements whether finished or not are not to be included as part of the total area. Stair openings shall be included in determining floor area.
  - (v) The main level is defined as the level that is totally above the finished grade 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.

000678

EXHIBIT A-2

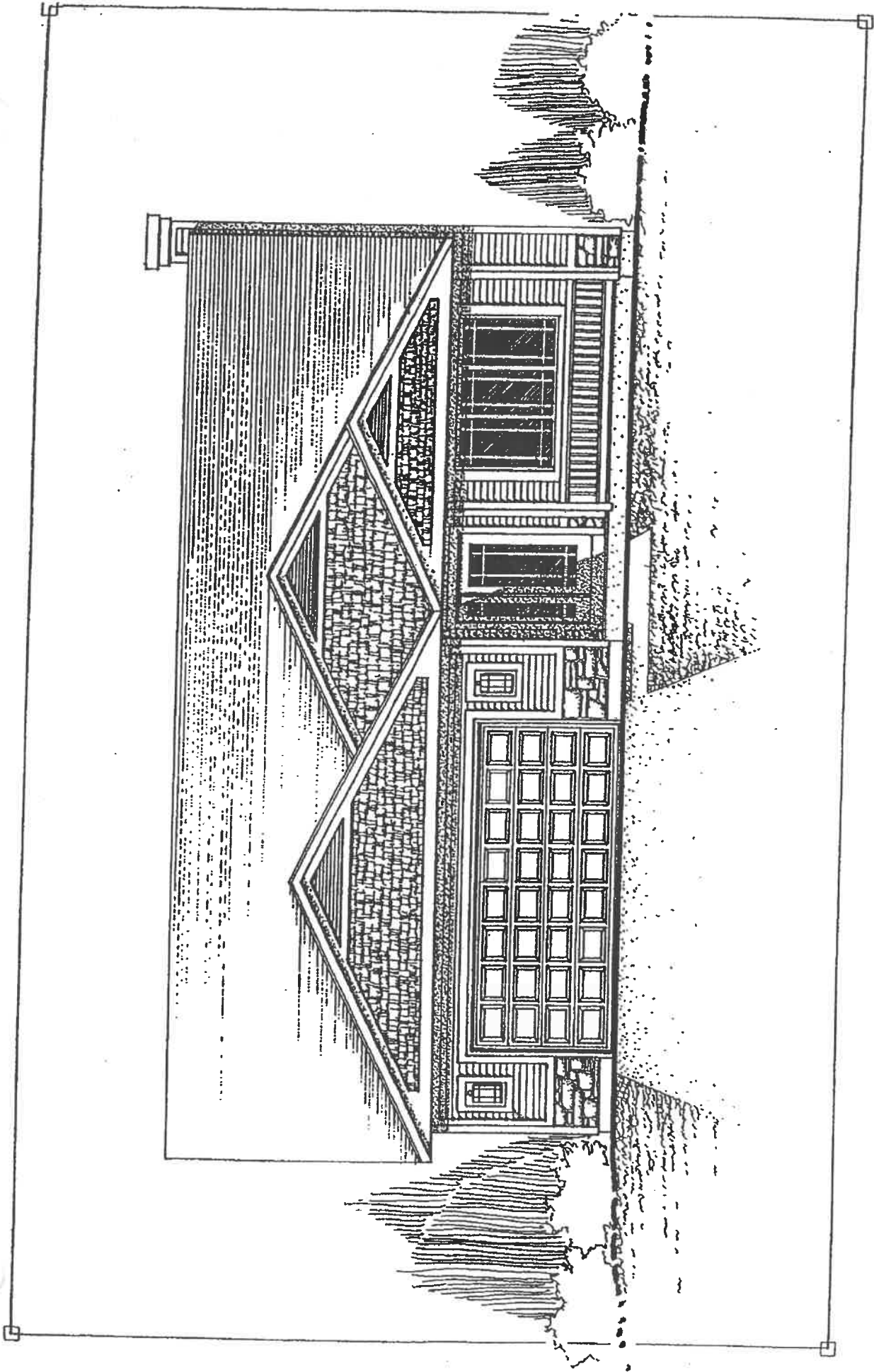
Design Accents for Lots 118 through 171

000679



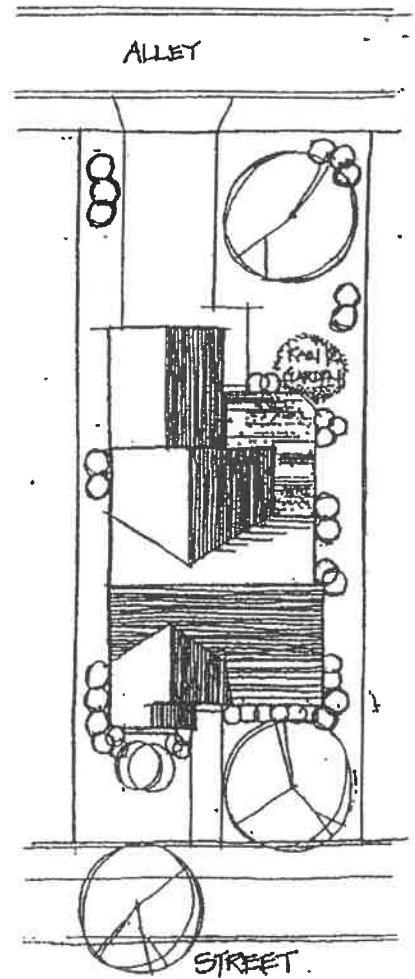
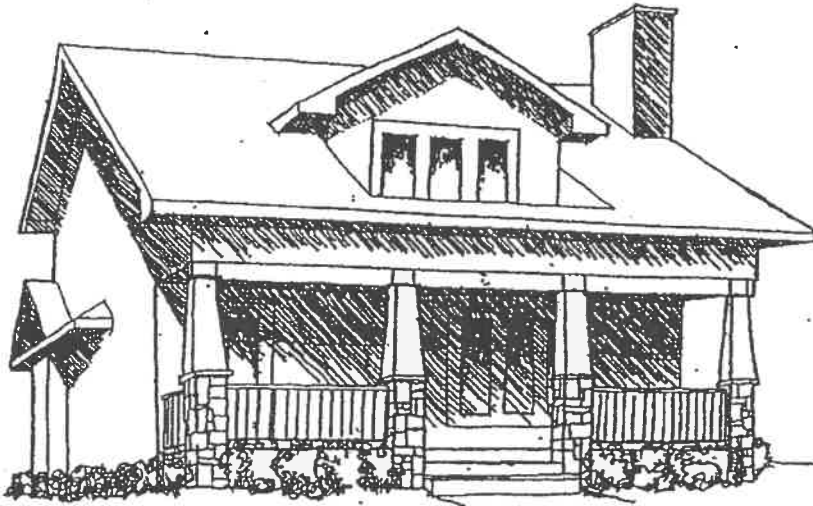
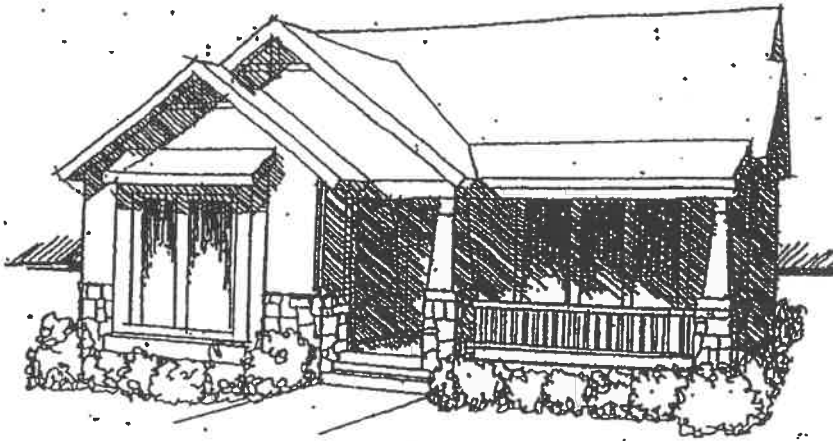


000680

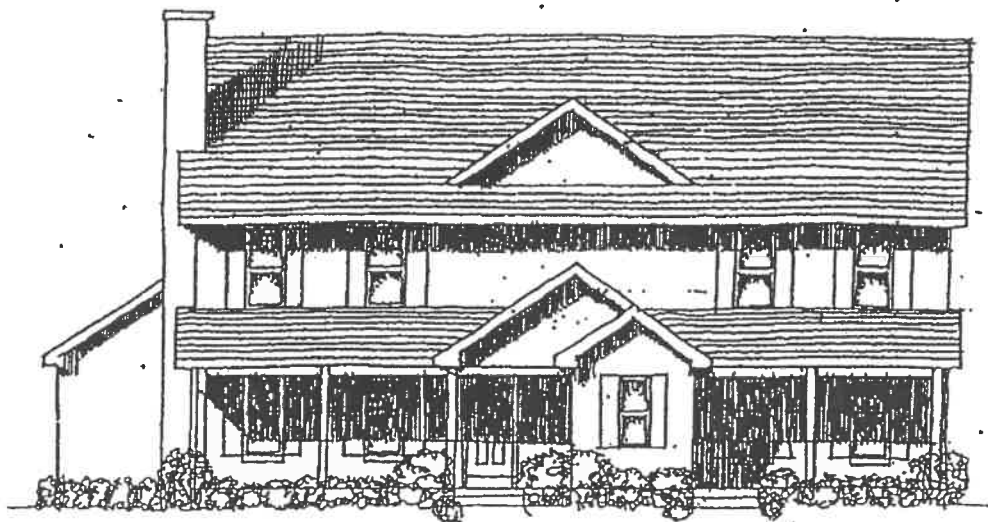


000681

# Cottages



000682

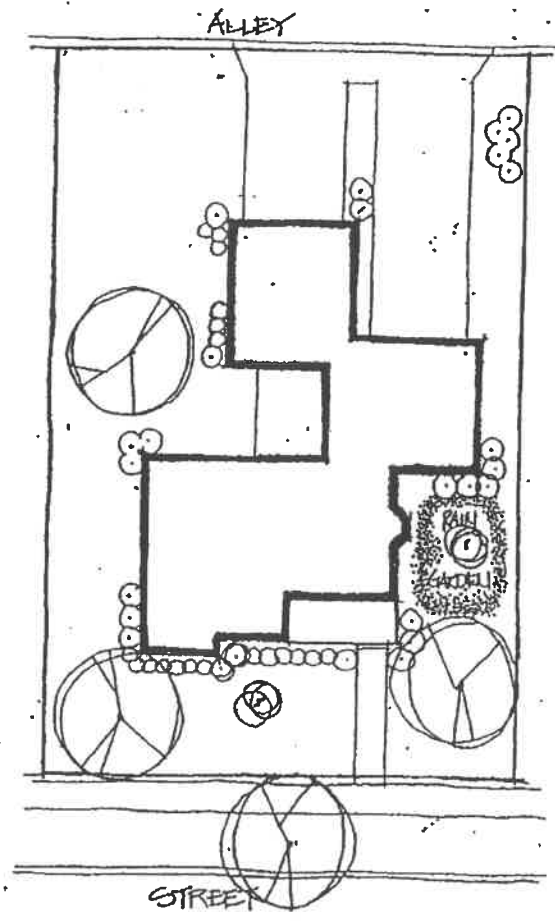


Duplex

000683



Two Flat



000684

EXHIBIT B-1

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

000685

278

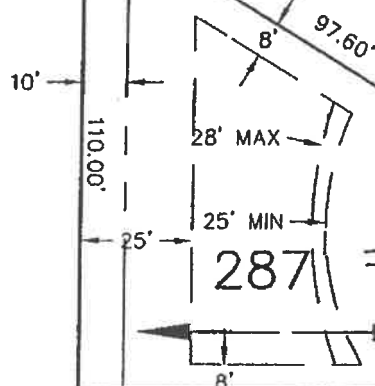
279

289

290

288

280



287

2' MIN DRIVEWAY SET BACK

281

UTILITY

286

LANE  
LABKSUR

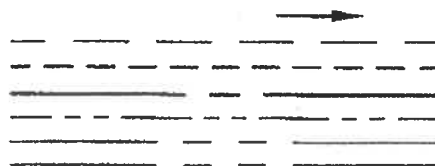
291

282



285

**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

2 7 7

2 7 6

2 7 5

000686

2 7 4

2 7 3

Q U T L Q T 3 2

2 7 8

ARC = 39.27'

32.90'

25'

103.7'

2 8 9

2 8 8

2 7 9

288

8'

28' MAX

97.60'

25' MIN

ARC = 51.57'

25.5'

16

2' MIN DRIVEWAY SET BACK

6'

2 8 0

2 8 7

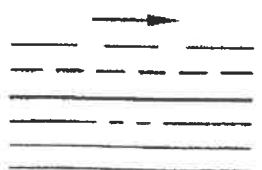
2.5'

18'



Q U T L Q T 3 2

LEGEND



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

2 8 6

2 8 1

L A R K S P U R  
L A N E

MAV Corporation  
Engineers - Surveyors - Architects - Planners, 600 Grand Canyon Dr, Madison, Wisconsin 53719 (608) 833-0828

000687

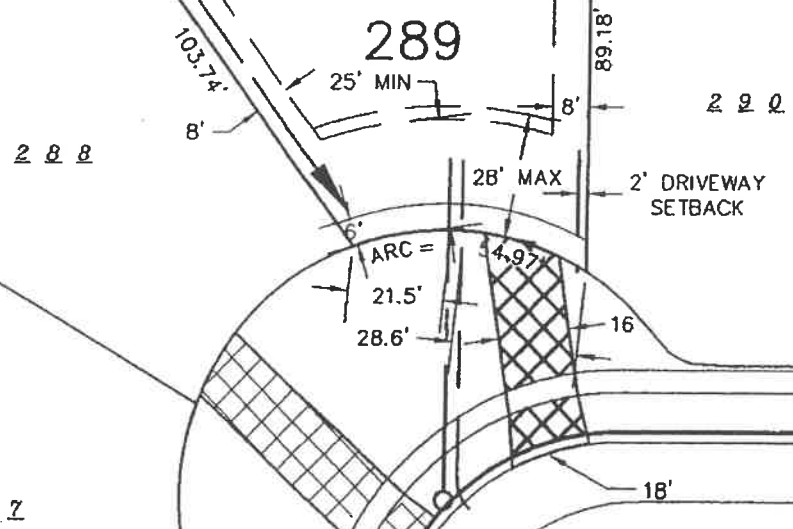
225

224

223

OUTLOT 33

CONNELLY DRIVE



288

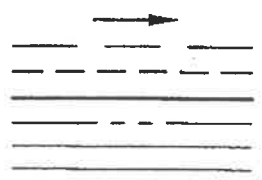


LARKSPUR LANE

291

292

**LEGEND**



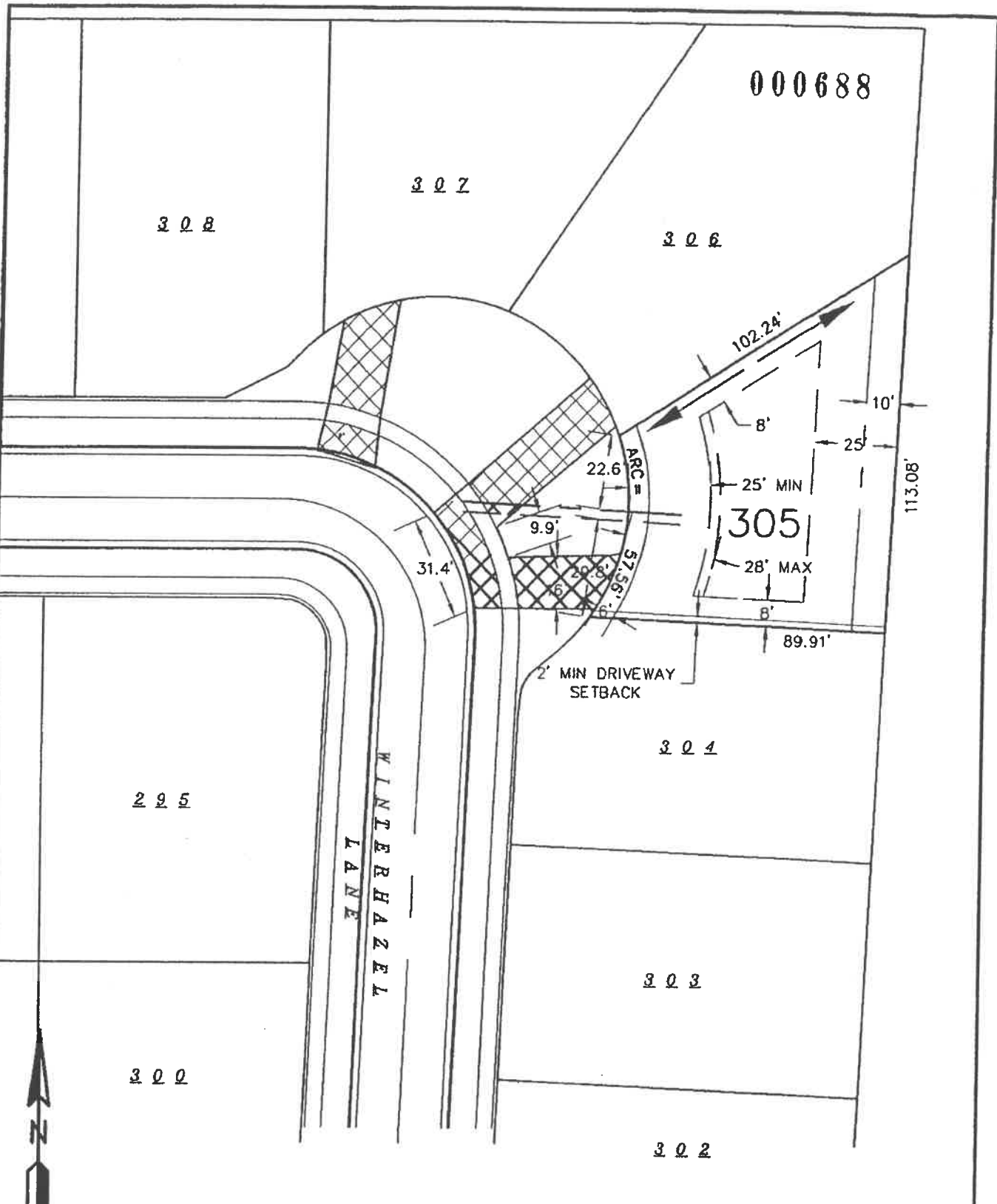
- SURFACE DRAINAGE SWALE DIRECTION
- BUILDING SETBACK LINE
- WATER SERVICE (PROPOSED)
- SANITARY LATERAL (PROPOSED)
- STORM SEWER EASEMENT
- UTILITY EASEMENT
- GAS MAIN EASEMENT

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

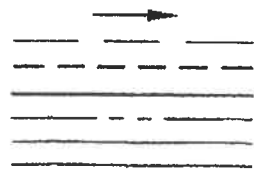
PLOT DATE: 05-24-04  
 PLOT VIEW: 289  
 M:\FL-06-03\LOT DISPLAYS.DWG

FL-08-03  
 SHEET 1 OF 1





**LEGEND**



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

000689

313

314

315

OUTLOT 34

308

307

306

305

304

SYENE ROAD

600.48'

R 10 15



WINTERHAZEL LANE

31.4'

9.9'

16'

25'

22'

25'

6'

ARC =

57.56'

28' MAX

8'

25' MIN

10'

25'

65.91'

102.24'

102.24'

65.91'

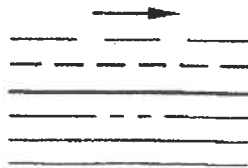
2'

2'

2'

2'

LEGEND



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

000690

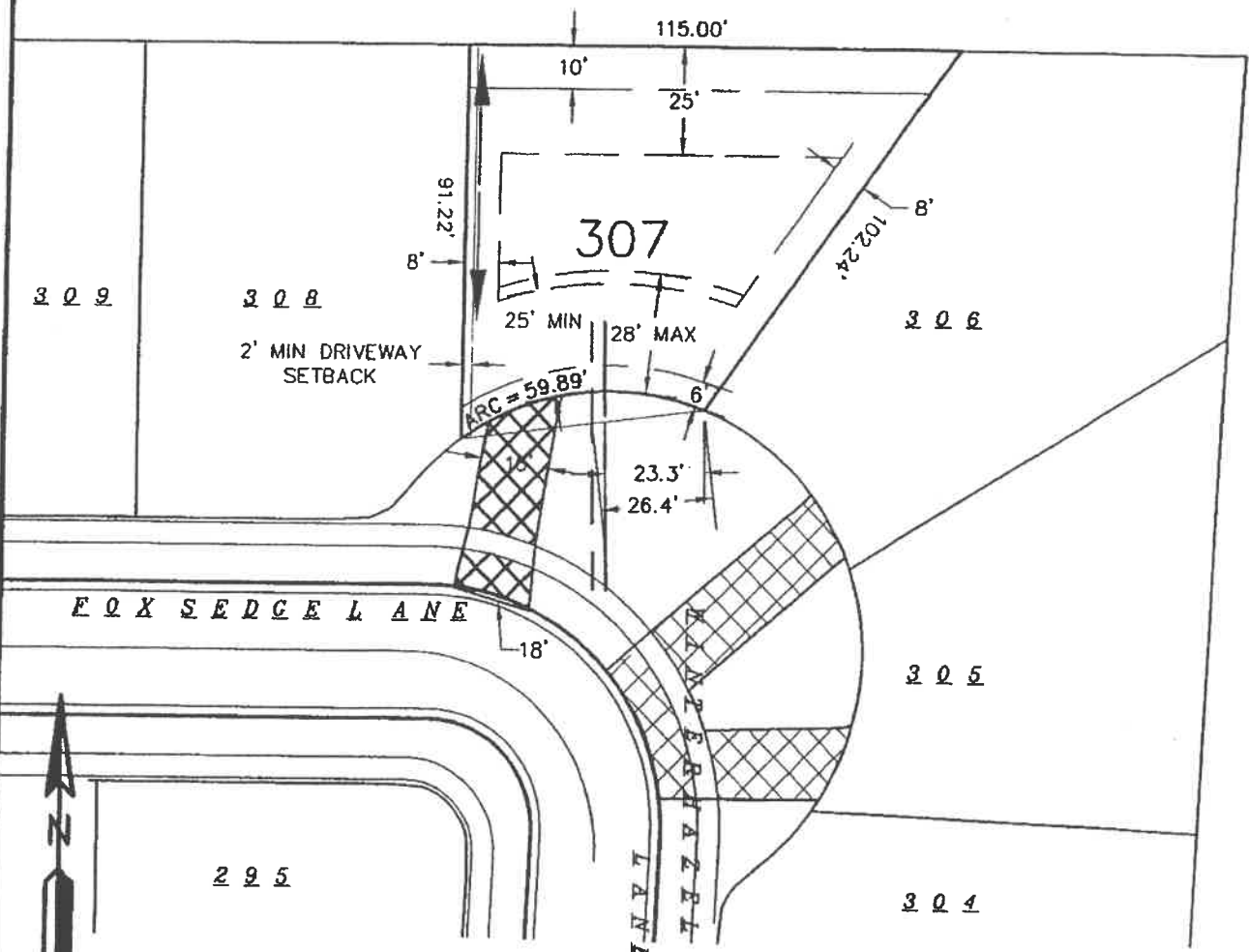
312

313

314

315

QUILT LOT 34



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  
 M: \FL-08-03\LOT DISPLAYS.DWG

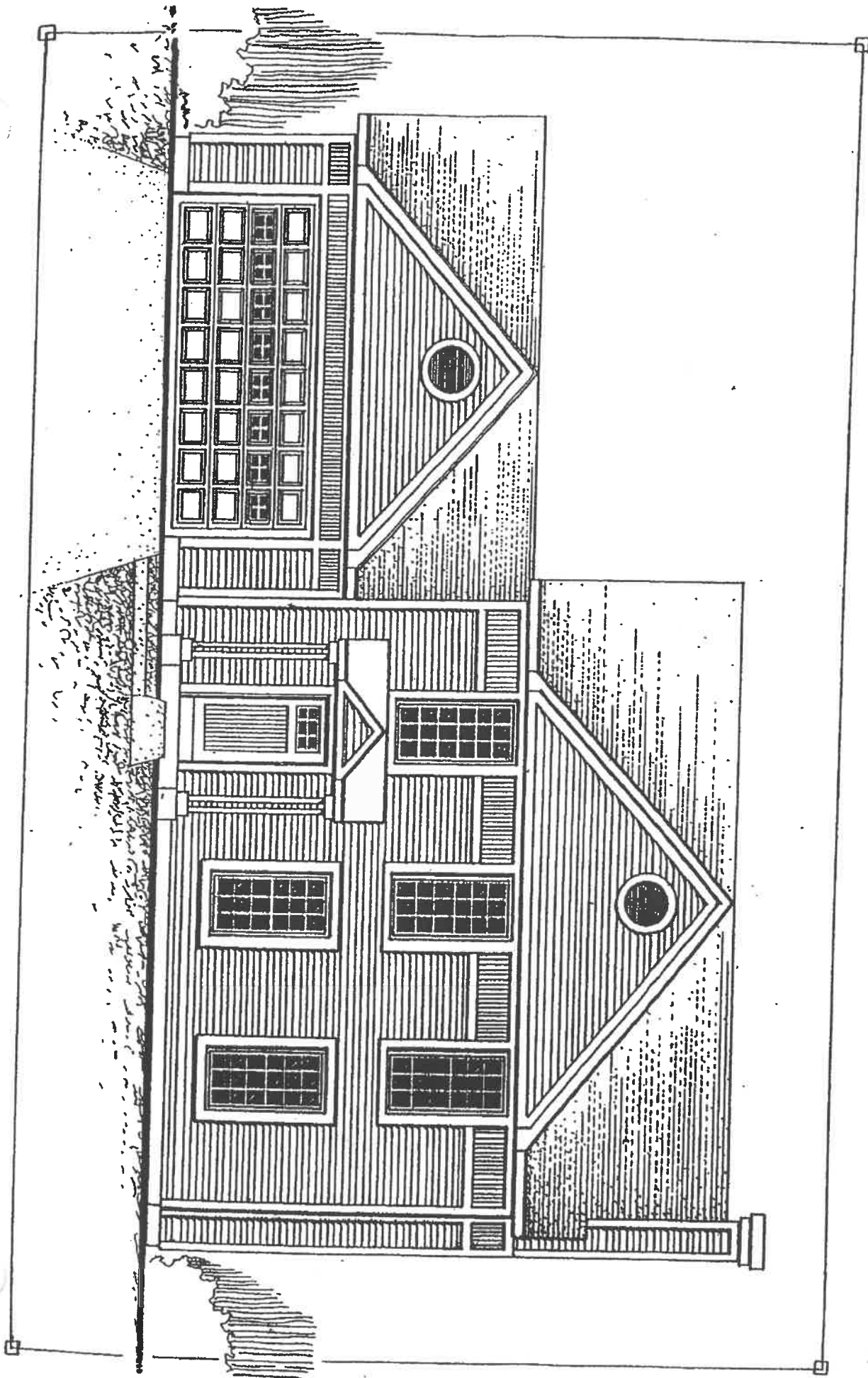
FL-08-03  
 SHEET 1 OF 1

000691

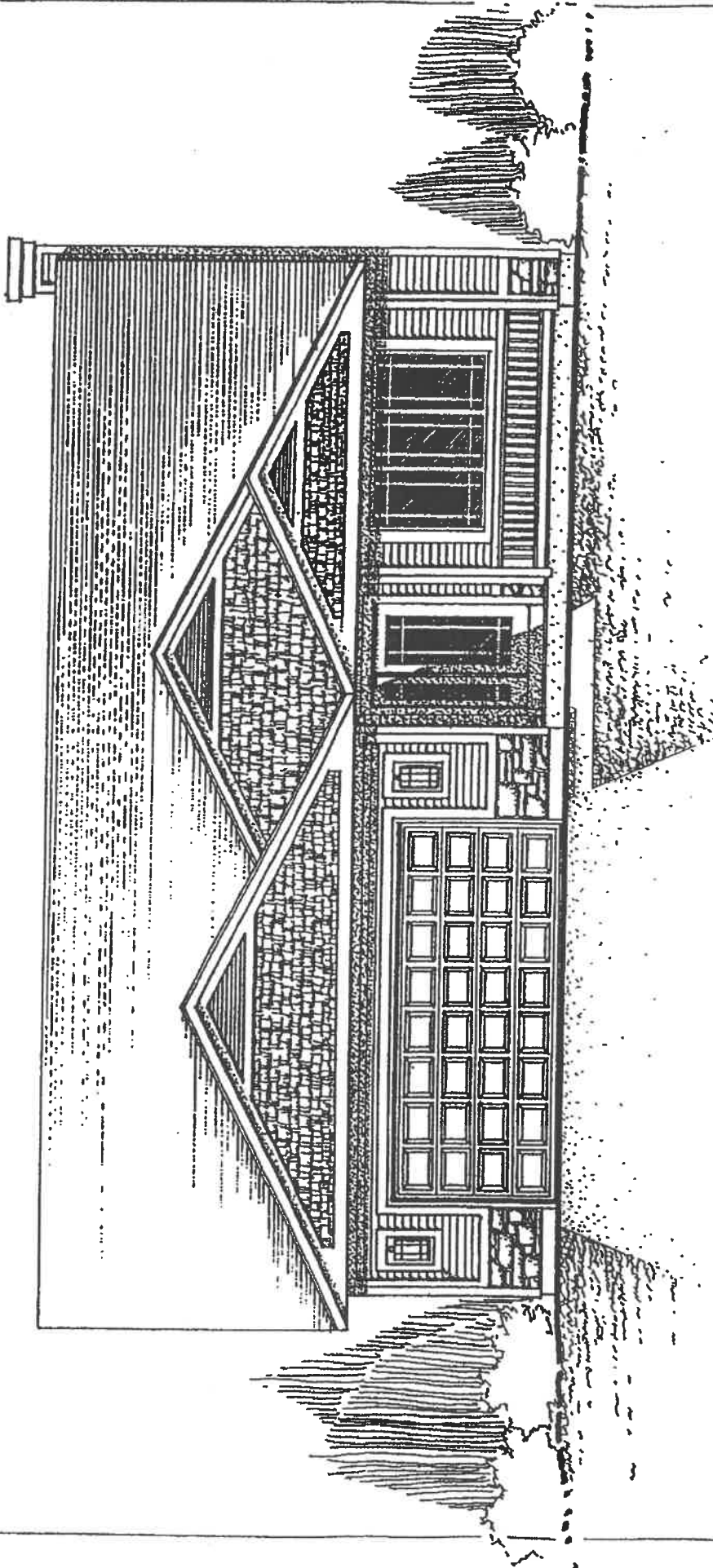
EXHIBIT B-2

Design Accents for Lots 172 through 315

000692



000693



000694

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

|                     |         |                            |
|---------------------|---------|----------------------------|
| <u>060911340012</u> | LOT 001 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340122</u> | LOT 002 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340232</u> | LOT 003 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340342</u> | LOT 004 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340452</u> | LOT 005 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340562</u> | LOT 006 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340672</u> | LOT 007 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340782</u> | LOT 008 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340892</u> | LOT 009 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341002</u> | LOT 010 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341112</u> | LOT 011 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341222</u> | LOT 012 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341332</u> | LOT 013 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341442</u> | LOT 014 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341552</u> | LOT 015 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320062</u> | LOT 016 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320172</u> | LOT 017 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320282</u> | LOT 018 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320392</u> | LOT 019 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320502</u> | LOT 020 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320612</u> | LOT 021 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320722</u> | LOT 022 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320832</u> | LOT 023 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320942</u> | LOT 024 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321052</u> | LOT 025 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321162</u> | LOT 026 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321272</u> | LOT 027 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321382</u> | LOT 028 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321492</u> | LOT 029 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321602</u> | LOT 030 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321712</u> | LOT 031 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321822</u> | LOT 032 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321932</u> | LOT 033 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322042</u> | LOT 034 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322152</u> | LOT 035 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322262</u> | LOT 036 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322372</u> | LOT 037 | SWAN CREEK OF NINE SPRINGS |



|                     |         |                            |
|---------------------|---------|----------------------------|
| <u>060911322482</u> | LOT 038 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322592</u> | LOT 039 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322702</u> | LOT 040 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322812</u> | LOT 041 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322922</u> | LOT 042 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323032</u> | LOT 043 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323142</u> | LOT 044 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323252</u> | LOT 045 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323362</u> | LOT 046 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323472</u> | LOT 047 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323582</u> | LOT 048 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323692</u> | LOT 049 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323802</u> | LOT 050 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323912</u> | LOT 051 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341722</u> | LOT 052 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341832</u> | LOT 053 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341942</u> | LOT 054 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342052</u> | LOT 055 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342162</u> | LOT 056 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342272</u> | LOT 057 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342382</u> | LOT 058 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342492</u> | LOT 059 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324102</u> | LOT 060 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324212</u> | LOT 061 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324322</u> | LOT 062 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324432</u> | LOT 063 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324542</u> | LOT 064 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324652</u> | LOT 065 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324762</u> | LOT 066 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342672</u> | LOT 067 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342782</u> | LOT 068 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342892</u> | LOT 069 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343002</u> | LOT 070 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343112</u> | LOT 071 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343222</u> | LOT 072 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343332</u> | LOT 073 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343442</u> | LOT 074 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343552</u> | LOT 075 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343662</u> | LOT 076 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360072</u> | LOT 077 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360182</u> | LOT 078 | SWAN CREEK OF NINE SPRINGS |

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| <u>060911360292</u> | LOT 079 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360402</u> | LOT 080 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360512</u> | LOT 081 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360622</u> | LOT 082 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343832</u> | LOT 083 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343942</u> | LOT 084 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344052</u> | LOT 085 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344162</u> | LOT 086 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344272</u> | LOT 087 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344382</u> | LOT 088 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344492</u> | LOT 089 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344602</u> | LOT 090 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344712</u> | LOT 091 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344822</u> | LOT 092 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344932</u> | LOT 093 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345042</u> | LOT 094 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345152</u> | LOT 095 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345262</u> | LOT 096 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345372</u> | LOT 097 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345482</u> | LOT 098 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345592</u> | LOT 099 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345702</u> | LOT 100 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345812</u> | LOT 101 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345922</u> | LOT 102 | SWAN CREEK OF NINE SPRINGS |
| <u>060911346032</u> | LOT 103 | SWAN CREEK OF NINE SPRINGS |
| <u>060911346142</u> | LOT 104 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360752</u> | LOT 105 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360862</u> | LOT 106 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360972</u> | 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

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

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

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

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

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| <u>060911242982</u> | LOT 208 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911243092</u> | LOT 209 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911243202</u> | LOT 210 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911270812</u> | LOT 211 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911270722</u> | LOT 212 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911270832</u> | LOT 213 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911270942</u> | LOT 214 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911271052</u> | LOT 215 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911271162</u> | LOT 216 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911271272</u> | LOT 217 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911271382</u> | LOT 218 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911243392</u> | LOT 219 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911243502</u> | LOT 220 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911243612</u> | LOT 221 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911243722</u> | LOT 222 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911243832</u> | LOT 223 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911220042</u> | LOT 224 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911244052</u> | LOT 225 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911244162</u> | LOT 226 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911244272</u> | LOT 227 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911244382</u> | LOT 228 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911210092</u> | LOT 229 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911210202</u> | LOT 230 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911210312</u> | LOT 231 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911210422</u> | LOT 232 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911210532</u> | LOT 233 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911210642</u> | LOT 234 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911210752</u> | LOT 235 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911210862</u> | LOT 236 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911210972</u> | LOT 237 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911211082</u> | LOT 238 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911211192</u> | LOT 239 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911211302</u> | LOT 240 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911211412</u> | LOT 241 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911211522</u> | LOT 242 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911211632</u> | LOT 243 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911211742</u> | LOT 244 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911211852</u> | LOT 245 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911211962</u> | LOT 246 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911212072</u> | LOT 247 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911212182</u> | LOT 248 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |

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

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

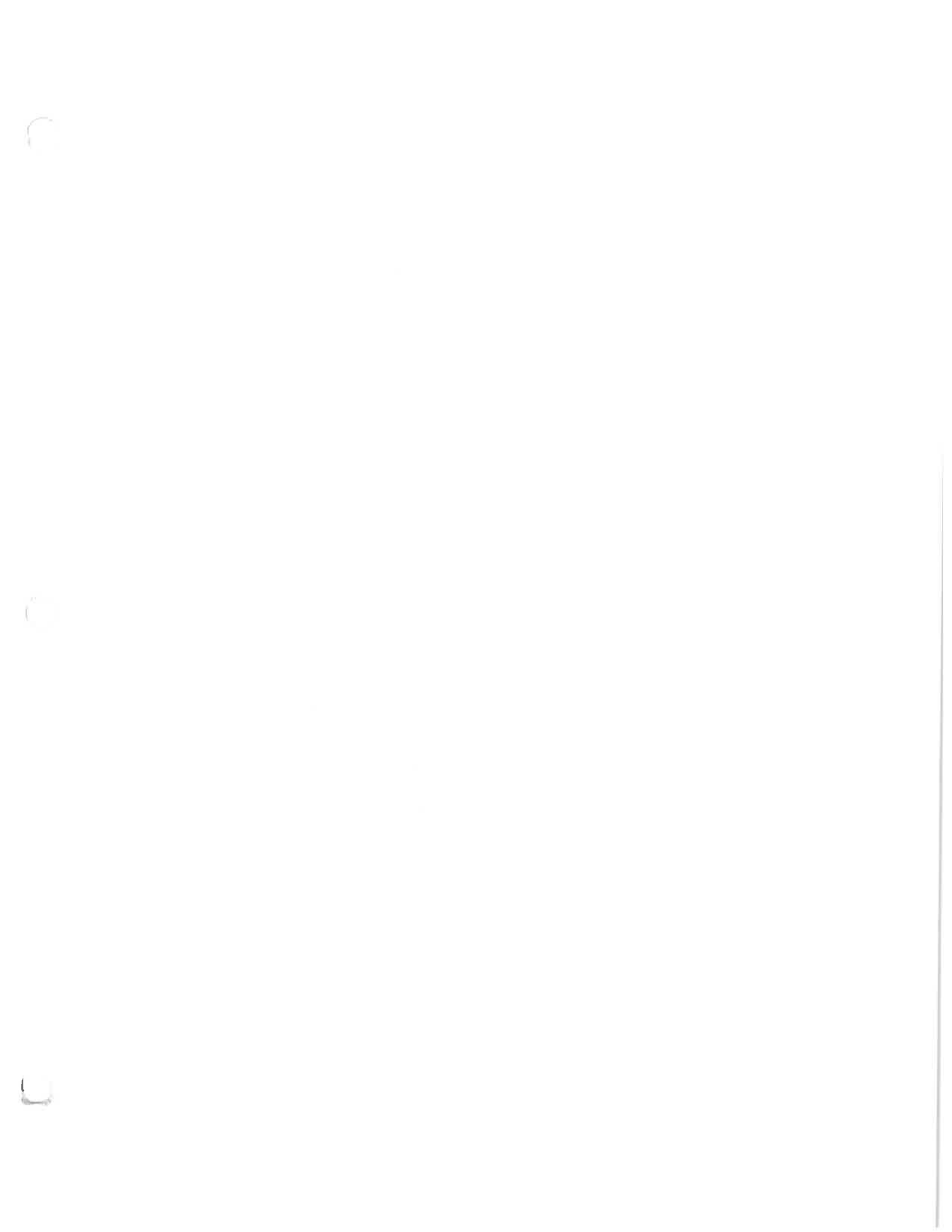
|                     |           |                                   |
|---------------------|-----------|-----------------------------------|
| <u>060911303502</u> | UNIT 1-01 | GARDENS AT SWAN CREEK CONDOMINIUM |
| <u>060911303522</u> | UNIT 1-02 | GARDENS AT SWAN CREEK CONDOMINIUM |
| <u>060911303542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

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

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

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

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



DOCUMENT #  
4010931

01/11/2005 03:52:14PM

Trans. Fee:  
Exempt #:

Rec. Fee: 53.00  
Pages: 22

Document No.

## DECLARATION OF EASEMENTS

(Signage)

002029

THIS DECLARATION OF EASEMENTS (this "Declaration") is executed this 19<sup>th</sup> day of August, 2004, by FITCHBURG LANDS, LLC ("Developer").

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

### RECITALS:

See Exhibit B  
Parcel Numbers

A. Developer is the owner of lands described as Lot 117, First Addition to Swan Creek of Nine Springs, and Outlot 18, Swan Creek of Nine Springs, in the City of Fitchburg, Dane County, Wisconsin (collectively the "Properties"). Lot 117, First Addition to Swan Creek of Nine Springs formerly was part of Outlot 6, Swan Creek of Nine Springs.

B. Pursuant to Exhibit C of the Declaration (as defined below), Developer desires to grant easements over portions of the Properties, which portions are described on Exhibit A attached hereto and made a part hereof (the "Easement Areas"), to the Swan Creek of Nine Springs Owners Association, Inc., a Wisconsin nonprofit, nonstock corporation (the "Association").

NOW, THEREFORE, Developer does hereby declare that:

1. Creation of Easements. Developer hereby grants to the Association, for the benefit of the Benefitted Lots and Condominium Units (as defined in Section 2, below), over each of the Easement Areas, an easement for the erection, placement, illumination and maintenance of a sign identifying the Swan Creek of Nine Springs subdivision. Each such sign shall comply with all requirements of the Declaration of

Protective Covenants for Lots 1 through 107, inclusive, executed by Developer, and recorded as Document No. 3584036, as amended (the "Declaration") and with all applicable City of Fitchburg ordinances.

2. Beneficiaries. The easements created in Section 1, above shall be appurtenant to, and benefit, Lots 1 through 107, inclusive, Swan Creek of Nine Springs; 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; 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; Units 1 through 21, Aster Meadows at Swan Creek, a Condominium; and Lots 172 through 315, inclusive, Third Addition to Swan Creek of Nine Springs; all acting by and through the Swan Creek of Nine Springs Owners Association, Inc. or its successors and assigns, and shall also benefit any other lands that may in the future be subjected to the Declaration. The beneficiaries of the above easements, acting through the Association, shall be responsible for maintaining the Easement Areas in a good, clean, attractive condition. All benefited lots listed in this Section 2 are referred to herein as "Benefited Lots." All benefited condominium units listed in this Section 2 are referred to herein as "Benefited Units."

3. Common Area. The easements created in Section 1, above are hereby declared to be "Common Area" as such term is defined in the Declaration.

4. Severability. Invalidation of any one of the terms hereof by judgment or court order shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

5. Nonforfeiture. Any violation of this Declaration shall not result in a forfeiture or reversion of title to any of the lands subject to the easements created in Section 1.

6. Successors and Assigns. The burdens of this Declaration shall run with the land and shall bind the owners of the lands described in Section 1. 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.

7. 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.

8. Amendment. As long as Developer continues to own any interest in any of the lands comprising Swan Creek of Nine Springs, or additions thereto, this Declaration may be amended or terminated by an instrument signed by:

(a) Developer; and

(b) Persons controlling 60% of the Benefited Lots and Benefited Units, above. In the case of any condominium unit, the person controlling the condominium unit shall be the association of condominium unit owners. In the case of Lots 1 through 107, Swan Creek of Nine Springs, and any other lots that may be subjected to the Declaration, the person controlling such lots shall be the Swan Creek of Nine Springs Owners Association, Inc. or its successors and assigns. In the case of any lots within Swan Creek of Nine Springs that may be designated in the future by Developer in a written, recorded document pursuant to section 2, above as lots that shall benefit from the easements described in Section 1, the person controlling such lots shall be the association of owners of such lots, if such an association is designated by Developer in such written recorded document; otherwise, the persons controlling such lots shall be the owners of the fee simple interest therein.

If, however, Developer ceases to own any interest in any of the lands comprising Swan Creek of Nine Springs, or additions thereto, then this Declaration may be amended or terminated by an instrument signed by persons controlling 60% of the Benefited Lots and Benefited Units.

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

DEVELOPER:

FITCHBURG LANDS, LLC

By: Sveum Enterprises, Ltd., Manager


By:   
Phillip A. Sveum, President





EXHIBIT A

Map showing signage areas on Outlot 6, Swan Creek of Nine Springs and on Lot 117, First Addition to Swan Creek of Nine Springs.

# PRIVATE SIGN EASEMENT

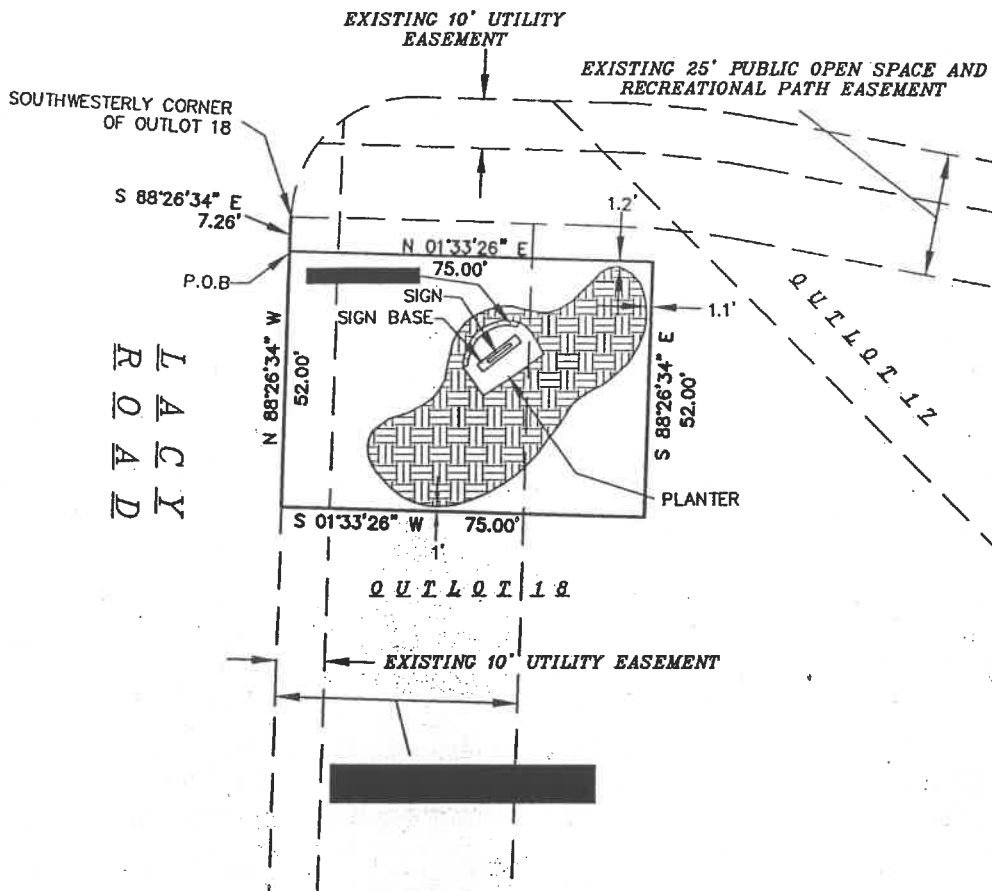


GRID NORTH  
NORTH IS BASED ON THE SOUTH LINE OF  
OUTLOT 18 BEARING N 88°26'34" W



SCALE : ONE INCH = THIRTY FEET

S U N F L O W E R  
D R I V E



**MAYO** corporation

ENGINEERS SURVEYORS ARCHITECTS PLANNERS  
600 GRAND CANYON DRIVE, MADISON, WI 53719-1044  
PHONE: (608) 833-0628 FAX: (608) 833-0746  
E-MAIL: info@mayocorporation.com

### Private Sign Easement Description

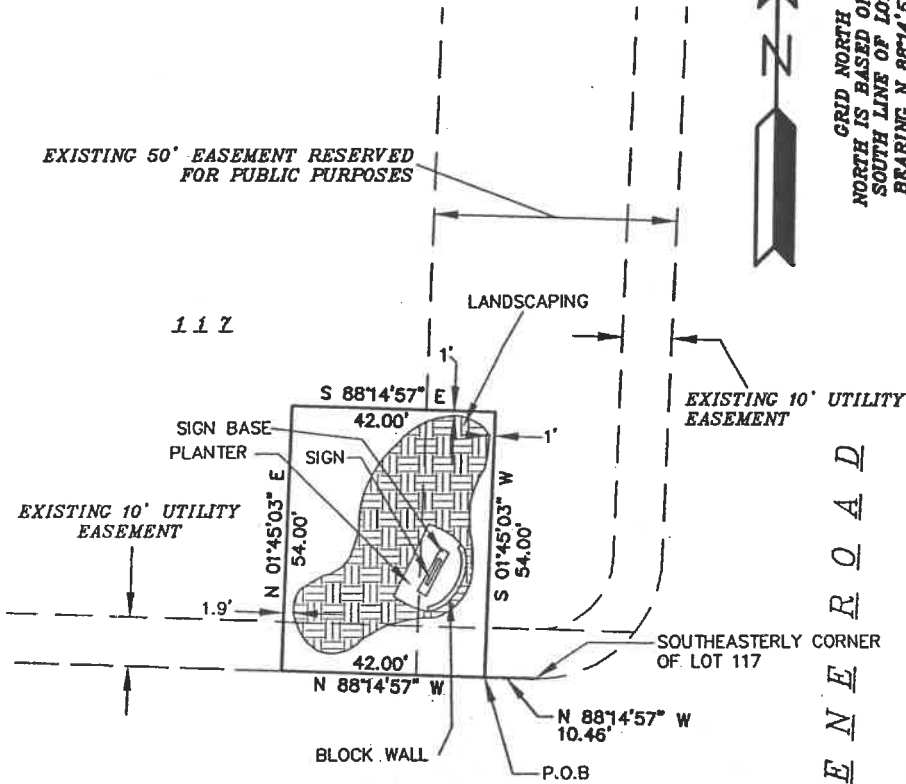
A private sign easement, fifty-two feet in width by seventy-five feet in length, over, under and across a part of Outlot 18 of Swan Creek of Nine Springs as recorded in Volume 57-194A of plats, on pages 819-824, as document number 3508534, Dane County Registry, also being part of the SW 1/4 of the SW 1/4 of Section 11, Township 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin, more particularly described as follows:

Commencing at the southwesterly corner of Outlot 18; thence South 88 degrees 26 minutes 34 seconds East along the south line of said Outlot 18, 7.26 feet to the point of beginning; thence North 01 degrees 33 minutes 26 seconds East, 75.00 feet; thence South 88 degrees 26 minutes 34 seconds East, 52.00 feet; thence South 01 degrees 33 minutes 26 seconds West, 75.00 feet; thence North 88 degrees 26 minutes 34 seconds West, 52.00 feet to the point of beginning. Said parcel contains 3,900 sq. ft. or 0.0895 acres.

# PRIVATE SIGN EASEMENT



GRID NORTH  
NORTH IS BASED ON THE  
SOUTH LINE OF LOT 117  
BEARING N 88°14'57" W



E A S T C H E R Y L  
P A R K W A Y

S Y N E R G I A  
R O A D

**MAYO** corporation

ENGINEERS SURVEYORS ARCHITECTS PLANNERS  
600 GRAND CANYON DRIVE, MADISON, WI 53719-1044  
PHONE: (608) 833-0628 FAX: (608) 833-0746  
E-MAIL: info@mayocorporation.com

PLOT DATE: 01-05-04  
LAYOUT: EASEMENT  
M:\FL-08-03\E0108-2.DWG

FL-08-03  
SHEET 1 OF 1

### Private Sign Easement Description

A private sign easement, forty-two feet in width by fifty-four feet in length, over, under and across a part of Lot 117, First Addition to Swan Creek of Nine Springs as recorded in Volume 58-017B of plats, on pages 91-92, as document number 3672859, Dane County Registry, also being part of the NE 1/4 of the SW 1/4 of Section 11, Township 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin, more particularly described as follows:

Commencing at the southeasterly corner of said Lot 117; thence North 88 degrees 14 minutes 57 seconds West along the south line of said Lot 117, 10.46 feet to the point of beginning; thence continuing along said south line, North 88 degrees 14 minutes 57 seconds West, 42.00 feet; thence North 01 degree 45 minutes 03 seconds East, 54.00 feet; thence South 88 degrees 14 minutes 57 seconds East, 42.00 feet; thence South 01 degrees 45 minutes 03 seconds West, 54.00 feet to the point of beginning. This description contains 2,268 sq. ft. or 0.0521 acres.

EXHIBIT B

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

|                     |         |                            |
|---------------------|---------|----------------------------|
| <u>060911340012</u> | LOT 001 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340122</u> | LOT 002 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340232</u> | LOT 003 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340342</u> | LOT 004 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340452</u> | LOT 005 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340562</u> | LOT 006 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340672</u> | LOT 007 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340782</u> | LOT 008 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340892</u> | LOT 009 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341002</u> | LOT 010 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341112</u> | LOT 011 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341222</u> | LOT 012 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341332</u> | LOT 013 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341442</u> | LOT 014 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341552</u> | LOT 015 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320062</u> | LOT 016 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320172</u> | LOT 017 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320282</u> | LOT 018 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320392</u> | LOT 019 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320502</u> | LOT 020 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320612</u> | LOT 021 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320722</u> | LOT 022 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320832</u> | LOT 023 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320942</u> | LOT 024 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321052</u> | LOT 025 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321162</u> | LOT 026 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321272</u> | LOT 027 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321382</u> | LOT 028 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321492</u> | LOT 029 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321602</u> | LOT 030 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321712</u> | LOT 031 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321822</u> | LOT 032 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321932</u> | LOT 033 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322042</u> | LOT 034 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322152</u> | LOT 035 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322262</u> | LOT 036 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322372</u> | LOT 037 | SWAN CREEK OF NINE SPRINGS |

|                     |         |                            |
|---------------------|---------|----------------------------|
| <u>060911322482</u> | LOT 038 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322592</u> | LOT 039 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322702</u> | LOT 040 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322812</u> | LOT 041 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322922</u> | LOT 042 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323032</u> | LOT 043 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323142</u> | LOT 044 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323252</u> | LOT 045 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323362</u> | LOT 046 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323472</u> | LOT 047 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323582</u> | LOT 048 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323692</u> | LOT 049 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323802</u> | LOT 050 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323912</u> | LOT 051 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341722</u> | LOT 052 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341832</u> | LOT 053 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341942</u> | LOT 054 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342052</u> | LOT 055 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342162</u> | LOT 056 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342272</u> | LOT 057 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342382</u> | LOT 058 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342492</u> | LOT 059 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324102</u> | LOT 060 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324212</u> | LOT 061 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324322</u> | LOT 062 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324432</u> | LOT 063 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324542</u> | LOT 064 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324652</u> | LOT 065 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324762</u> | LOT 066 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342672</u> | LOT 067 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342782</u> | LOT 068 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342892</u> | LOT 069 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343002</u> | LOT 070 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343112</u> | LOT 071 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343222</u> | LOT 072 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343332</u> | LOT 073 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343442</u> | LOT 074 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343552</u> | LOT 075 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343662</u> | LOT 076 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360072</u> | LOT 077 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360182</u> | LOT 078 | SWAN CREEK OF NINE SPRINGS |



|                     |         |                            |
|---------------------|---------|----------------------------|
| <u>060911360292</u> | LOT 079 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360402</u> | LOT 080 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360512</u> | LOT 081 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360622</u> | LOT 082 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343832</u> | LOT 083 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343942</u> | LOT 084 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344052</u> | LOT 085 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344162</u> | LOT 086 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344272</u> | LOT 087 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344382</u> | LOT 088 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344492</u> | LOT 089 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344602</u> | LOT 090 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344712</u> | LOT 091 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344822</u> | LOT 092 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344932</u> | LOT 093 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345042</u> | LOT 094 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345152</u> | LOT 095 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345262</u> | LOT 096 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345372</u> | LOT 097 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345482</u> | LOT 098 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345592</u> | LOT 099 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345702</u> | LOT 100 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345812</u> | LOT 101 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345922</u> | LOT 102 | SWAN CREEK OF NINE SPRINGS |
| <u>060911346032</u> | LOT 103 | SWAN CREEK OF NINE SPRINGS |
| <u>060911346142</u> | LOT 104 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360752</u> | LOT 105 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360862</u> | LOT 106 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360972</u> | LOT 107 | SWAN CREEK OF NINE SPRINGS |

060911347252 Outlot 18

Swan Creek of Nine Springs

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

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

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

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

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

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

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

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

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

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

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



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

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

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





**COPY**

Document No.

**DISCLOSURE AFFIDAVIT**

DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
**4089896**

08/04/2005 11:37AM

Trans. Fee:  
Exempt #:

Rec. Fee: 45.00  
Pages: 18

**001529**

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

SEE EXHIBIT A  
Parcel Numbers

**Re: Lots 1 through 107, Swan Creek of Nine Springs.**

**Lots 109, 110, 111, 112, 113, 114, 115, 116 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.**

**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, inclusive, The Gardens at Swan Creek, a Condominium.**

**Units 1 through 21, Aster Meadows at Swan Creek, a Condominium.**

**Outlots 1, 2, 3, 4, 7, 8, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25, Swan Creek of Nine Springs.**

**Outlots 26, 27, 28, 29 and 30, Second Addition to Swan Creek of Nine Springs.**

**Outlots 31, 32, 33, 34, 35, 36 and 37, Third Addition to Swan Creek of Nine Springs.**

**18/45**

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

Personally came before me this 21<sup>st</sup> day of July, 2005, Phillip A. Sveum, who, being duly sworn, did hereby depose and say that:

1. He is the president of Sveum Enterprises, Ltd., the manager of Fitchburg Lands, LLC.

2. Fitchburg Lands, LLC ("Developer") executed and recorded that Declaration of Protective Covenants with the Dane County Register of Deeds as Document No. 3584086, and executed and recorded a 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 as Document No. 3970461 (which documents 3584086 and 3970461 are together referred to as the "Declaration").

3. Article X of the Declaration discloses that the comprehensive development plan approved by the City of Fitchburg for Swan Creek of Nine Springs anticipates that lands within Swan Creek of Nine Springs will be used for certain stated purposes.

4. In disclosing which lands are anticipated to be used for which purposes, the Declaration referred to Outlots 5, 6, 9 and 14, Swan Creek of Nine Springs.

5. Outlots 5, 6, 9 and 14, Swan Creek of Nine Springs have been replatted and now have new legal descriptions.

6. Article X of the Declaration, if revised to provide the new legal descriptions for Outlots 5, 6, 9 and 14, Swan Creek of Nine Springs, would read as set forth below, with the changes indicated in bold face type:

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. **Outlot 5 was since replatted to be Lots 118 through 171 and Outlot 30, Second Addition to Swan Creek of Nine Springs. Subsequently, Outlot 30 was replatted to be Lots 172 through 315, Third Addition to Swan Creek of Nine Springs.**
- (c) Outlot 6, Swan Creek of Nine Springs: high density apartments and/or neighborhood retail and/or civic uses. **Outlot 6 is now platted as Lots 111 through 117, First Addition to Swan Creek of Nine Springs. A portion of Lot 114, First Addition to Swan Creek of Nine Springs has been converted to the condominium form of ownership and is now known as "Aster Meadows at Swan Creek, a Condominium."**
- (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. **Outlot 9 is now platted as Lots 109 and 110, First Addition to Swan Creek of Nine Springs.**
- (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. **Outlot 14 was since replatted as Lot 108, First Addition to Swan Creek of Nine Springs. Lot 108 subsequently has been converted to the condominium form of ownership and is now known as The Gardens at Swan Creek, a Condominium.**
- (i) Outlot 16, Swan Creek of Nine Springs: medium density condominiums. *Fisher*

- (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.



7. Developer hereby discloses to the public and to all potential purchasers of the properties described above (collectively the "Nine Springs Development Area") the following additional matters:

(a) The City of Fitchburg and State of Wisconsin are negotiating the construction of an interchange at State Highway 14 and Lacy Road and the extending of East Cheryl Parkway, primarily to serve a proposed mixed-use business park between Syene Road and Highway 14.

(b) Lacy Road and Syene Roads may become expanded two (2)-lane roads and/or widened to four (4) lanes.

(c) The prior use of the Nine Springs Development Area was as cropland and State of Wisconsin Department of Natural Resources hunting land, and Developer has not investigated the subsoils to determine their suitability for construction.

(d) Outlot 1, Swan Creek of Nine Springs has been dedicated to the City of Fitchburg for a drainage/trail/environmental/sanitary sewer corridor.

(e) Outlot 2, Swan Creek of Nine Springs has been dedicated to the City of Fitchburg for a drainage/trail/environmental corridor.

(f) Outlot 3, Swan Creek of Nine Springs has been dedicated to the City of Fitchburg for a park/drainage/trail/environmental corridor.

(g) Outlot 10, Swan Creek of Nine Springs has been dedicated to the City of Fitchburg as a drainage/trail corridor.

(h) Outlot 11, Swan Creek of Nine Springs has been dedicated to the City of Fitchburg as a drainage/trail/environmental corridor.

(k) Outlot 12, Swan Creek of Nine Springs has been dedicated to the City of Fitchburg as a drainage/trail corridor.

(l) Outlot 13, Swan Creek of Nine Springs has been dedicated to the City of Fitchburg as a drainage/trail/environmental corridor.

(m) Outlots 16, 18 and 25, Swan Creek of Nine Springs are anticipated to be developed as one or more condominiums to be known as

"Sunflower Estates" and/or "Northern Lights Village," containing up to a total of 140 units. These outlots are NOT expected to be developed as a school site.

(n) Outlot 26, Swan Creek of Nine Springs has been dedicated to the City of Fitchburg for pedestrian/bike path purposes.

(o) Outlot 27, Swan Creek of Nine Springs is a private road easement and public utility easement.

(p) Outlot 28, Swan Creek of Nine Springs is a private road easement and public utility easement.

(q) Outlot 29, Swan Creek of Nine Springs has been dedicated to the City of Fitchburg for a trail corridor.

(r) Outlot 31, Third Addition to Swan Creek of Nine Springs has been dedicated to the City of Fitchburg for a trail corridor.

(s) Outlot 32, Third Addition to Swan Creek of Nine Springs has been dedicated to the City of Fitchburg for a drainage/trail/environmental corridor.

(t) Outlot 33, Third Addition to Swan Creek of Nine Springs is reserved for private use.

(u) Outlot 34, Third Addition to Swan Creek of Nine Springs has been dedicated to the City of Fitchburg for public purposes.

(v) Outlot 35, Third Addition to Swan Creek of Nine Springs has been dedicated to the City of Fitchburg for a drainage/environmental corridor.

(w) Outlot 36, Third Addition to Swan Creek of Nine Springs has been dedicated to the City of Fitchburg for a drainage/environmental corridor.

(x) Outlot 37, Third Addition to Swan Creek of Nine Springs has been dedicated to the City of Fitchburg for a trail corridor.

(y) The land located north of Lots 25 through 30, Swan Creek of Nine Springs, and west of the Second and Third Additions to Swan Creek of Nine Springs are owned by the State of Wisconsin Department of Natural Resources and may be used as hunting lands.

(z) The Swan Creek Development Area is located within the Madison Metropolitan School District.

(aa) Lots 112, 113, 115 and 116, First Addition to Swan Creek of Nine Springs are intended to be used for high density apartments and/or condominiums.

(bb) Lots 111 and 117, First Addition to Swan Creek of Nine Springs, are intended to be used for high density apartments and/or retail and/or civic and/or office uses.

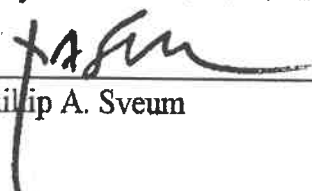
(cc) Lots 118 through 135, inclusive, Second Addition to Swan Creek of Nine Springs, are intended to be used for duplexes.

8. Developer executes this Affidavit in order to put potential purchasers of lands within the Nine Springs Development Area on notice of the matters disclosed in this Affidavit.

9. Attached hereto as Exhibit B is a map showing the location of the lots and outlots described above.

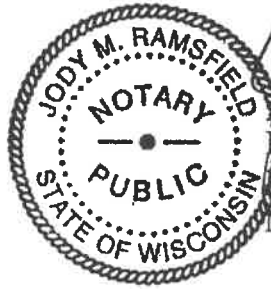
10. FURTHER THE AFFIANT SAYETH NAUGHT.


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

  
Philip A. Sveum

001536

Sworn and subscribed to before me this 27<sup>th</sup> day of July, 2005.



  
Name: Jody Ramsfield  
Notary Public, State of Wisconsin  
My Commission: 11-18-08

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

001537

EXHIBIT A

Tax Parcel Numbers for:

Lots 1 through 107, Swan Creek of Nine Springs.

|                     |        |                     |        |
|---------------------|--------|---------------------|--------|
| 225-0609-113-4001-2 | Lot 1  | 225-0609-113-4111-2 | Lot 11 |
| 225-0609-113-4012-2 | Lot 2  | 225-0609-113-4122-2 | Lot 12 |
| 225-0609-113-4023-2 | Lot 3  | 225-0609-113-4133-2 | Lot 13 |
| 225-0609-113-4034-2 | Lot 4  | 225-0609-113-4144-2 | Lot 14 |
| 225-0609-113-4045-2 | Lot 5  | 225-0609-113-4155-2 | Lot 15 |
| 225-0609-113-4056-2 | Lot 6  | 225-0609-113-2006-2 | Lot 16 |
| 225-0609-113-4067-2 | Lot 7  | 225-0609-113-2017-2 | Lot 17 |
| 225-0609-113-4078-2 | Lot 8  | 225-0609-113-2028-2 | Lot 18 |
| 225-0609-113-4089-2 | Lot 9  | 225-0609-113-2039-2 | Lot 19 |
| 225-0609-113-4100-2 | Lot 10 | 225-0609-113-2050-2 | Lot 20 |
| 225-0609-113-2061-2 | Lot 21 | 225-0609-113-2171-2 | Lot 31 |
| 225-0609-113-2072-2 | Lot 22 | 225-0609-113-2182-2 | Lot 32 |
| 225-0609-113-2083-2 | Lot 23 | 225-0609-113-2193-2 | Lot 33 |
| 225-0609-113-2094-2 | Lot 24 | 225-0609-113-2204-2 | Lot 34 |
| 225-0609-113-2105-2 | Lot 25 | 225-0609-113-2215-2 | Lot 35 |
| 225-0609-113-2116-2 | Lot 26 | 225-0609-113-2226-2 | Lot 36 |
| 225-0609-113-2127-2 | Lot 27 | 225-0609-113-2237-2 | Lot 37 |
| 225-0609-113-2138-2 | Lot 28 | 225-0609-113-2248-2 | Lot 38 |
| 225-0609-113-2149-2 | Lot 29 | 225-0609-113-2259-2 | Lot 39 |
| 225-0609-113-2160-2 | Lot 30 | 225-0609-113-2270-2 | Lot 40 |
| 225-0609-113-2281-2 | Lot 41 | 225-0609-113-2391-2 | Lot 51 |
| 225-0609-113-2292-2 | Lot 42 | 225-0609-113-4172-2 | Lot 52 |
| 225-0609-113-2303-2 | Lot 43 | 225-0609-113-4183-2 | Lot 53 |
| 225-0609-113-2314-2 | Lot 44 | 225-0609-113-4194-2 | Lot 54 |
| 225-0609-113-2325-2 | Lot 45 | 225-0609-113-4205-2 | Lot 55 |
| 225-0609-113-2336-2 | Lot 46 | 225-0609-113-4216-2 | Lot 56 |
| 225-0609-113-2347-2 | Lot 47 | 225-0609-113-4227-2 | Lot 57 |
| 225-0609-113-2358-2 | Lot 48 | 225-0609-113-4238-2 | Lot 58 |
| 225-0609-113-2369-2 | Lot 49 | 225-0609-113-4249-2 | Lot 59 |
| 225-0609-113-2380-2 | Lot 50 | 225-0609-113-2410-2 | Lot 60 |

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|                     |         |                     |         |
|---------------------|---------|---------------------|---------|
| 225-0609-113-2421-2 | Lot 61  | 225-0609-113-4311-2 | Lot 71  |
| 225-0609-113-2432-2 | Lot 62  | 225-0609-113-4322-2 | Lot 72  |
| 225-0609-113-2443-2 | Lot 63  | 225-0609-113-4333-2 | Lot 73  |
| 225-0609-113-2454-2 | Lot 64  | 225-0609-113-4344-2 | Lot 74  |
| 225-0609-113-2465-2 | Lot 65  | 225-0609-113-4355-2 | Lot 75  |
| 225-0609-113-2476-2 | Lot 66  | 225-0609-113-4366-2 | Lot 76  |
| 225-0609-113-4267-2 | Lot 67  | 225-0609-113-6007-2 | Lot 77  |
| 225-0609-113-4278-2 | Lot 68  | 225-0609-113-6018-2 | Lot 78  |
| 225-0609-113-4289-2 | Lot 69  | 225-0609-113-6029-2 | Lot 79  |
| 225-0609-113-4300-2 | Lot 70  | 225-0609-113-6040-2 | Lot 80  |
| 225-0609-113-6051-2 | Lot 81  | 225-0609-113-4471-2 | Lot 91  |
| 225-0609-113-6062-2 | Lot 82  | 225-0609-113-4482-2 | Lot 92  |
| 225-0609-113-4383-2 | Lot 83  | 225-0609-113-4493-2 | Lot 93  |
| 225-0609-113-4394-2 | Lot 84  | 225-0609-113-4504-2 | Lot 94  |
| 225-0609-113-4405-2 | Lot 85  | 225-0609-113-4515-2 | Lot 95  |
| 225-0609-113-4416-2 | Lot 86  | 225-0609-113-4526-2 | Lot 96  |
| 225-0609-113-4427-2 | Lot 87  | 225-0609-113-4537-2 | Lot 97  |
| 225-0609-113-4438-2 | Lot 88  | 225-0609-113-4548-2 | Lot 98  |
| 225-0609-113-4449-2 | Lot 89  | 225-0609-113-4559-2 | Lot 99  |
| 225-0609-113-4460-2 | Lot 90  | 225-0609-113-4570-2 | Lot 100 |
| 225-0609-113-4581-2 | Lot 101 |                     |         |
| 225-0609-113-4592-2 | Lot 102 |                     |         |
| 225-0609-113-4603-2 | Lot 103 |                     |         |
| 225-0609-113-4614-2 | Lot 104 |                     |         |
| 225-0609-113-6075-2 | Lot 105 |                     |         |
| 225-0609-113-6086-2 | Lot 106 |                     |         |
| 225-0609-113-6097-2 | Lot 107 |                     |         |

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Lots 109-113 and 115-117, First Addition to Swan Creek of Nine Springs

|                     |         |
|---------------------|---------|
| 225-0609-113-0111-2 | Lot 109 |
| 225-0609-113-0122-2 | Lot 110 |
| 225-0609-113-0133-2 | Lot 111 |
| 225-0609-113-0144-2 | Lot 112 |
| 225-0609-113-0155-2 | Lot 113 |
| 225-0609-113-0177-2 | Lot 115 |
| 225-0609-113-0188-2 | Lot 116 |
| 225-0609-113-0199-2 | Lot 117 |

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

|                     |         |                     |         |
|---------------------|---------|---------------------|---------|
| 225-0609-112-6108-2 | Lot 118 |                     |         |
| 225-0609-112-6119-2 | Lot 119 |                     |         |
| 225-0609-112-6130-2 | Lot 120 |                     |         |
| 225-0609-112-6141-2 | Lot 121 | 225-0609-112-6251-2 | Lot 131 |
| 225-0609-112-6152-2 | Lot 122 | 225-0609-112-6262-2 | Lot 132 |
| 225-0609-112-6163-2 | Lot 123 | 225-0609-112-6273-2 | Lot 133 |
| 225-0609-112-6174-2 | Lot 124 | 225-0609-112-6284-2 | Lot 134 |
| 225-0609-112-6185-2 | Lot 125 | 225-0609-112-6295-2 | Lot 135 |
| 225-0609-112-6196-2 | Lot 126 | 225-0609-112-6306-2 | Lot 136 |
| 225-0609-112-6207-2 | Lot 127 | 225-0609-112-6317-2 | Lot 137 |
| 225-0609-112-6218-2 | Lot 128 | 225-0609-112-6328-2 | Lot 138 |
| 225-0609-112-6229-2 | Lot 129 | 225-0609-112-6339-2 | Lot 139 |
| 225-0609-112-6240-2 | Lot 130 | 225-0609-112-6350-2 | Lot 140 |
| 225-0609-112-6361-2 | Lot 141 | 225-0609-112-6471-2 | Lot 151 |
| 225-0609-112-6372-2 | Lot 142 | 225-0609-112-6482-2 | Lot 152 |
| 225-0609-112-6383-2 | Lot 143 | 225-0609-112-6493-2 | Lot 153 |
| 225-0609-112-6394-2 | Lot 144 | 225-0609-112-6504-2 | Lot 154 |
| 225-0609-112-6405-2 | Lot 145 | 225-0609-112-6515-2 | Lot 155 |
| 225-0609-112-6416-2 | Lot 146 | 225-0609-112-6526-2 | Lot 156 |
| 225-0609-112-6427-2 | Lot 147 | 225-0609-112-6537-2 | Lot 157 |
| 225-0609-112-6438-2 | Lot 148 | 225-0609-112-6548-2 | Lot 158 |
| 225-0609-112-6449-2 | Lot 149 | 225-0609-112-6559-2 | Lot 159 |
| 225-0609-112-6460-2 | Lot 150 | 225-0609-112-6570-2 | Lot 160 |

|                     |         |                     |         |
|---------------------|---------|---------------------|---------|
| 225-0609-112-6581-2 | Lot 161 | 225-0609-112-6691-2 | Lot 171 |
| 225-0609-112-6592-2 | Lot 162 |                     |         |
| 225-0609-112-6603-2 | Lot 163 |                     |         |
| 225-0609-112-6614-2 | Lot 164 |                     |         |
| 225-0609-112-6625-2 | Lot 165 |                     |         |
| 225-0609-112-6636-2 | Lot 166 |                     |         |
| 225-0609-112-6647-2 | Lot 167 |                     |         |
| 225-0609-112-6658-2 | Lot 168 |                     |         |
| 225-0609-112-6669-2 | Lot 169 |                     |         |
| 225-0609-112-6680-2 | Lot 170 |                     |         |

Lots 172 through 315, Third Addition to Swan Creek of Nine Springs

|                     |         |                     |         |
|---------------------|---------|---------------------|---------|
| 225-0609-112-6852-2 | Lot 172 | 225-0609-112-6951-2 | Lot 181 |
|                     |         | 225-0609-112-6962-2 | Lot 182 |
| 225-0609-112-6863-2 | Lot 173 | 225-0609-112-4103-2 | Lot 183 |
| 225-0609-112-6874-2 | Lot 174 | 225-0609-112-4114-2 | Lot 184 |
| 225-0609-112-6885-2 | Lot 175 | 225-0609-112-4125-2 | Lot 185 |
| 225-0609-112-6896-2 | Lot 176 | 225-0609-112-4136-2 | Lot 186 |
| 225-0609-112-6907-2 | Lot 177 | 225-0609-112-4147-2 | Lot 187 |
| 225-0609-112-6918-2 | Lot 178 | 225-0609-112-4158-2 | Lot 188 |
| 225-0609-112-6929-2 | Lot 179 | 225-0609-112-4169-2 | Lot 189 |
| 225-0609-112-6940-2 | Lot 180 | 225-0609-112-4180-2 | Lot 190 |
| 225-0609-112-4191-2 | Lot 191 | 225-0609-112-4221-2 | Lot 201 |
| 225-0609-112-4202-2 | Lot 192 | 225-0609-112-4232-2 | Lot 202 |
| 225-0609-112-6973-2 | Lot 193 | 225-0609-112-4243-2 | Lot 203 |
| 225-0609-112-6984-2 | Lot 194 | 225-0609-112-4254-2 | Lot 204 |
| 225-0609-112-6995-2 | Lot 195 | 225-0609-112-4265-2 | Lot 205 |
| 225-0609-112-7006-2 | Lot 196 | 225-0609-112-4276-2 | Lot 206 |
| 225-0609-112-7017-2 | Lot 197 | 225-0609-112-4287-2 | Lot 207 |
| 225-0609-112-7028-2 | Lot 198 | 225-0609-112-4298-2 | Lot 208 |
| 225-0609-112-7039-2 | Lot 199 | 225-0609-112-4309-2 | Lot 209 |
| 225-0609-112-7050-2 | Lot 200 | 225-0609-112-4320-2 | Lot 210 |
| 225-0609-112-7061-2 | Lot 211 | 225-0609-112-4361-2 | Lot 221 |
| 225-0609-112-7072-2 | Lot 212 | 225-0609-112-4372-2 | Lot 222 |
| 225-0609-112-7083-2 | Lot 213 | 225-0609-112-4383-2 | Lot 223 |
| 225-0609-112-7094-2 | Lot 214 | 225-0609-112-2004-2 | Lot 224 |



|                     |         |                     |         |
|---------------------|---------|---------------------|---------|
| 225-0609-112-7105-2 | Lot 215 | 225-0609-112-4405-2 | Lot 225 |
| 225-0609-112-7116-2 | Lot 216 | 225-0609-112-4416-2 | Lot 226 |
| 225-0609-112-7127-2 | Lot 217 | 225-0609-112-4427-2 | Lot 227 |
| 225-0609-112-7138-2 | Lot 218 | 225-0609-112-4438-2 | Lot 228 |
| 225-0609-112-4339-2 | Lot 219 | 225-0609-112-1009-2 | Lot 229 |
| 225-0609-112-4350-2 | Lot 220 | 225-0609-112-1020-2 | Lot 230 |
| 225-0609-112-1031-2 | Lot 231 | 225-0609-112-1141-2 | Lot 241 |
| 225-0609-112-1042-2 | Lot 232 | 225-0609-112-1152-2 | Lot 242 |
| 225-0609-112-1053-2 | Lot 233 | 225-0609-112-1163-2 | Lot 243 |
| 225-0609-112-1064-2 | Lot 234 | 225-0609-112-1174-2 | Lot 244 |
| 225-0609-112-1075-2 | Lot 235 | 225-0609-112-1185-2 | Lot 245 |
| 225-0609-112-1086-2 | Lot 236 | 225-0609-112-1196-2 | Lot 246 |
| 225-0609-112-1097-2 | Lot 237 | 225-0609-112-1207-2 | Lot 247 |
| 225-0609-112-1108-2 | Lot 238 | 225-0609-112-1218-2 | Lot 248 |
| 225-0609-112-1119-2 | Lot 239 | 225-0609-112-2019-2 | Lot 249 |
| 225-0609-112-1130-2 | Lot 240 | 225-0609-112-2030-2 | Lot 250 |
| 225-0609-112-2041-2 | Lot 251 | 225-0609-112-1311-2 | Lot 261 |
| 225-0609-112-2052-2 | Lot 252 | 225-0609-112-1322-2 | Lot 262 |
| 225-0609-112-2063-2 | Lot 253 | 225-0609-112-1333-2 | Lot 263 |
| 225-0609-112-1234-2 | Lot 254 | 225-0609-112-1344-2 | Lot 264 |
| 225-0609-112-1245-2 | Lot 255 | 225-0609-112-1355-2 | Lot 265 |
| 225-0609-112-1256-2 | Lot 256 | 225-0609-112-1366-2 | Lot 266 |
| 225-0609-112-1267-2 | Lot 257 | 225-0609-112-1377-2 | Lot 267 |
| 225-0609-112-1278-2 | Lot 258 | 225-0609-112-1388-2 | Lot 268 |
| 225-0609-112-1289-2 | Lot 259 | 225-0609-112-1399-2 | Lot 269 |
| 225-0609-112-1300-2 | Lot 260 | 225-0609-112-1410-2 | Lot 270 |
| 225-0609-112-1421-2 | Lot 271 | 225-0609-112-7241-2 | Lot 281 |
| 225-0609-112-1432-2 | Lot 272 | 225-0609-112-7252-2 | Lot 282 |
| 225-0609-112-7153-2 | Lot 273 | 225-0609-112-7263-2 | Lot 283 |
| 225-0609-112-7164-2 | Lot 274 | 225-0609-112-7274-2 | Lot 284 |
| 225-0609-112-7175-2 | Lot 275 | 225-0609-112-7285-2 | Lot 285 |
| 225-0609-112-7186-2 | Lot 276 | 225-0609-112-7296-2 | Lot 286 |
| 225-0609-112-7197-2 | Lot 277 | 225-0609-112-7307-2 | Lot 287 |
| 225-0609-112-7208-2 | Lot 278 | 225-0609-112-7318-2 | Lot 288 |
| 225-0609-112-7219-2 | Lot 279 | 225-0609-112-7329-2 | Lot 289 |
| 225-0609-112-7230-2 | Lot 280 | 225-0609-112-7340-2 | Lot 290 |

|                     |         |                     |         |
|---------------------|---------|---------------------|---------|
| 225-0609-112-7351-2 | Lot 291 | 225-0609-112-7461-2 | Lot 301 |
| 225-0609-112-7362-2 | Lot 292 | 225-0609-112-7472-2 | Lot 302 |
| 225-0609-112-7373-2 | Lot 293 | 225-0609-112-7483-2 | Lot 303 |
| 225-0609-112-7384-2 | Lot 294 | 225-0609-112-7494-2 | Lot 304 |
| 225-0609-112-7395-2 | Lot 295 | 225-0609-112-7505-2 | Lot 305 |
| 225-0609-112-7406-2 | Lot 296 | 225-0609-112-7516-2 | Lot 306 |
| 225-0609-112-7417-2 | Lot 297 | 225-0609-112-7527-2 | Lot 307 |
| 225-0609-112-7428-2 | Lot 298 | 225-0609-112-7538-2 | Lot 308 |
| 225-0609-112-7439-2 | Lot 299 | 225-0609-112-7549-2 | Lot 309 |
| 225-0609-112-7450-2 | Lot 300 | 225-0609-112-7560-2 | Lot 310 |

|                     |         |
|---------------------|---------|
| 225-0609-112-7571-2 | Lot 311 |
| 225-0609-112-7582-2 | Lot 312 |
| 225-0609-112-7593-2 | Lot 313 |
| 225-0609-112-7604-2 | Lot 314 |
| 225-0609-112-7615-2 | Lot 315 |

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, inclusive, The Gardens at Swan Creek, a Condominium.

|                     |           |                     |           |
|---------------------|-----------|---------------------|-----------|
| 225-0609-113-0350-2 | Unit 1-01 | 225-0609-113-0368-2 | Unit 1-10 |
| 225-0609-113-0352-2 | Unit 1-02 | 225-0609-113-0370-2 | Unit 1-11 |
| 225-0609-113-0354-2 | Unit 1-03 | 225-0609-113-0372-2 | Unit 1-12 |
| 225-0609-113-0356-2 | Unit 1-04 | 225-0609-113-0374-2 | Unit 1-13 |
| 225-0609-113-0358-2 | Unit 1-05 | 225-0609-113-0376-2 | Unit 1-14 |
| 225-0609-113-0360-2 | Unit 1-06 | 225-0609-113-0378-2 | Unit 1-15 |
| 225-0609-113-0362-2 | Unit 1-07 | 225-0609-113-0380-2 | Unit 1-16 |
| 225-0609-113-0364-2 | Unit 1-08 | 225-0609-113-0382-2 | Unit 1-17 |
| 225-0609-113-0366-2 | Unit 1-09 | 225-0609-113-0384-2 | Unit 1-18 |
| 225-0609-113-0386-2 | Unit 2-01 | 225-0609-113-0404-2 | Unit 2-10 |
| 225-0609-113-0388-2 | Unit 2-02 | 225-0609-113-0406-2 | Unit 2-11 |
| 225-0609-113-0390-2 | Unit 2-03 | 225-0609-113-0408-2 | Unit 2-12 |
| 225-0609-113-0392-2 | Unit 2-04 | 225-0609-113-0410-2 | Unit 2-13 |
| 225-0609-113-0394-2 | Unit 2-05 | 225-0609-113-0412-2 | Unit 2-14 |
| 225-0609-113-0396-2 | Unit 2-06 | 225-0609-113-0414-2 | Unit 2-15 |
| 225-0609-113-0398-2 | Unit 2-07 | 225-0609-113-0416-2 | Unit 2-16 |

|                     |           |                     |           |
|---------------------|-----------|---------------------|-----------|
| 225-0609-113-0400-2 | Unit 2-08 | 225-0609-113-0418-2 | Unit 2-17 |
| 225-0609-113-0402-2 | Unit 2-09 | 225-0609-113-0420-2 | Unit 2-18 |
| 225-0609-113-0422-2 | Unit 3-01 | 225-0609-113-0440-2 | Unit 3-10 |
| 225-0609-113-0424-2 | Unit 3-02 | 225-0609-113-0442-2 | Unit 3-11 |
| 225-0609-113-0426-2 | Unit 3-03 | 225-0609-113-0444-2 | Unit 3-12 |
| 225-0609-113-0428-2 | Unit 3-04 | 225-0609-113-0446-2 | Unit 3-13 |
| 225-0609-113-0430-2 | Unit 3-05 | 225-0609-113-0448-2 | Unit 3-14 |
| 225-0609-113-0432-2 | Unit 3-06 | 225-0609-113-0450-2 | Unit 3-15 |
| 225-0609-113-0434-2 | Unit 3-07 | 225-0609-113-0452-2 | Unit 3-16 |
| 225-0609-113-0436-2 | Unit 3-08 | 225-0609-113-0454-2 | Unit 3-17 |
| 225-0609-113-0438-2 | Unit 3-09 | 225-0609-113-0456-2 | Unit 3-18 |
| 225-0609-113-0458-2 | Unit 4-01 | 225-0609-113-0476-2 | Unit 4-10 |
| 225-0609-113-0460-2 | Unit 4-02 | 225-0609-113-0478-2 | Unit 4-11 |
| 225-0609-113-0462-2 | Unit 4-03 | 225-0609-113-0480-2 | Unit 4-12 |
| 225-0609-113-0464-2 | Unit 4-04 | 225-0609-113-0482-2 | Unit 4-13 |
| 225-0609-113-0466-2 | Unit 4-05 | 225-0609-113-0484-2 | Unit 4-14 |
| 225-0609-113-0468-2 | Unit 4-06 | 225-0609-113-0486-2 | Unit 4-15 |
| 225-0609-113-0470-2 | Unit 4-07 | 225-0609-113-0488-2 | Unit 4-16 |
| 225-0609-113-0472-2 | Unit 4-08 | 225-0609-113-0490-2 | Unit 4-17 |
| 225-0609-113-0474-2 | Unit 4-09 | 225-0609-113-0492-2 | Unit 4-18 |
| 225-0609-113-0494-2 | Unit 5-01 | 225-0609-113-0514-2 | Unit 5-11 |
| 225-0609-113-0496-2 | Unit 5-02 | 225-0609-113-0516-2 | Unit 5-12 |
| 225-0609-113-0498-2 | Unit 5-03 | 225-0609-113-0518-2 | Unit 5-13 |
| 225-0609-113-0500-2 | Unit 5-04 | 225-0609-113-0520-2 | Unit 5-14 |
| 225-0609-113-0502-2 | Unit 5-05 | 225-0609-113-0522-2 | Unit 5-15 |
| 225-0609-113-0504-2 | Unit 5-06 | 225-0609-113-0524-2 | Unit 5-16 |
| 225-0609-113-0506-2 | Unit 5-07 | 225-0609-113-0526-2 | Unit 5-17 |
| 225-0609-113-0508-2 | Unit 5-08 | 225-0609-113-0528-2 | Unit 5-18 |
| 225-0609-113-0510-2 | Unit 5-09 | 225-0609-113-0530-2 | Unit 5-19 |
| 225-0609-113-0512-2 | Unit 5-10 | 225-0609-113-0532-2 | Unit 5-20 |

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

|                     |         |
|---------------------|---------|
| 225-0609-113-0250-2 | Unit 1  |
| 225-0609-113-0252-2 | Unit 2  |
| 225-0609-113-0254-2 | Unit 3  |
| 225-0609-113-0256-2 | Unit 4  |
| 225-0609-113-0258-2 | Unit 5  |
| 225-0609-113-0260-2 | Unit 6  |
| 225-0609-113-0262-2 | Unit 7  |
| 225-0609-113-0264-2 | Unit 8  |
| 225-0609-113-0266-2 | Unit 9  |
| 225-0609-113-0268-2 | Unit 10 |
| 225-0609-113-0270-2 | Unit 11 |
| 225-0609-113-0272-2 | Unit 12 |
| 225-0609-113-0274-2 | Unit 13 |
| 225-0609-113-0276-2 | Unit 14 |
| 225-0609-113-0278-2 | Unit 15 |
| 225-0609-113-0280-2 | Unit 16 |
| 225-0609-113-0282-2 | Unit 17 |
| 225-0609-113-0284-2 | Unit 18 |
| 225-0609-113-0286-2 | Unit 19 |
| 225-0609-113-0288-2 | Unit 20 |
| 225-0609-113-0290-2 | Unit 21 |

Outlots 1-4, 7, 8, 10-13, 16-25, Swan Creek of Nine Springs

|                     |           |
|---------------------|-----------|
| 225-0609-113-4652-2 | Outlot 1  |
| 225-0609-113-2500-2 | Outlot 2  |
|                     | Outlot 3  |
| 225-0609-112-4001-2 | Outlot 4  |
| 225-0609-113-0025-2 | Outlot 7  |
| 225-0609-112-6025-2 | Outlot 8  |
| 225-0609-113-2575-2 | Outlot 10 |
| 225-0609-113-2600-2 | Outlot 11 |
| 225-0609-113-6152-2 | Outlot 12 |
| 225-0609-113-2625-2 | Outlot 13 |
| 225-0609-113-4675-2 | Outlot 16 |
| 225-0609-113-4700-2 | Outlot 17 |
| 225-0609-113-4725-2 | Outlot 18 |
| 225-0609-113-6150-2 | Outlot 19 |

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|                     |           |
|---------------------|-----------|
| 225-0609-113-6175-2 | Outlot 20 |
| 225-0609-113-0050-2 | Outlot 21 |
| 225-0609-113-6200-2 | Outlot 22 |
| 225-0609-113-6225-2 | Outlot 23 |
| 225-0609-113-6250-2 | Outlot 24 |
| 225-0609-113-6275-2 | Outlot 25 |

Outlot 29, Second Addition to Swan Creek of Nine Springs

225-0609-112-6775-2

Outlots 31, 32, 33, 34, 35, 36 and 37, Third Addition to Swan Creek of Nine Springs

|                     |           |
|---------------------|-----------|
| 225-0609-112-7650-2 | Outlot 31 |
| 225-0609-112-1450-2 | Outlot 32 |
| 225-0609-112-1475-2 | Outlot 33 |
| 225-0609-112-1500-2 | Outlot 34 |
| 225-0609-112-7675-2 | Outlot 35 |
| 225-0609-112-7700-2 | Outlot 36 |
| 225-0609-112-7725-2 | Outlot 37 |

# EXHIBIT B

Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.

Authorized by:  
*Christi Campbell*

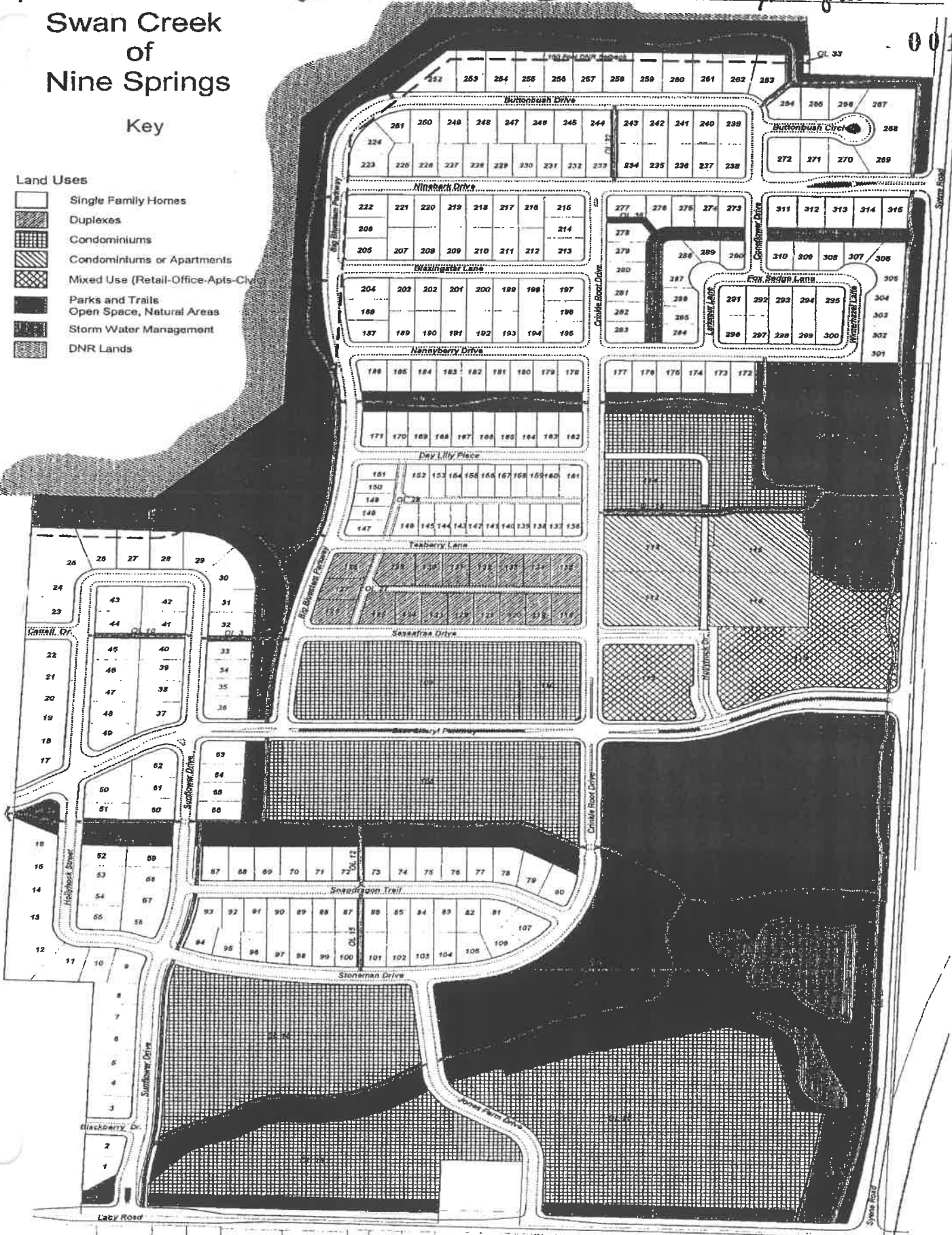
001546

## Swan Creek of Nine Springs

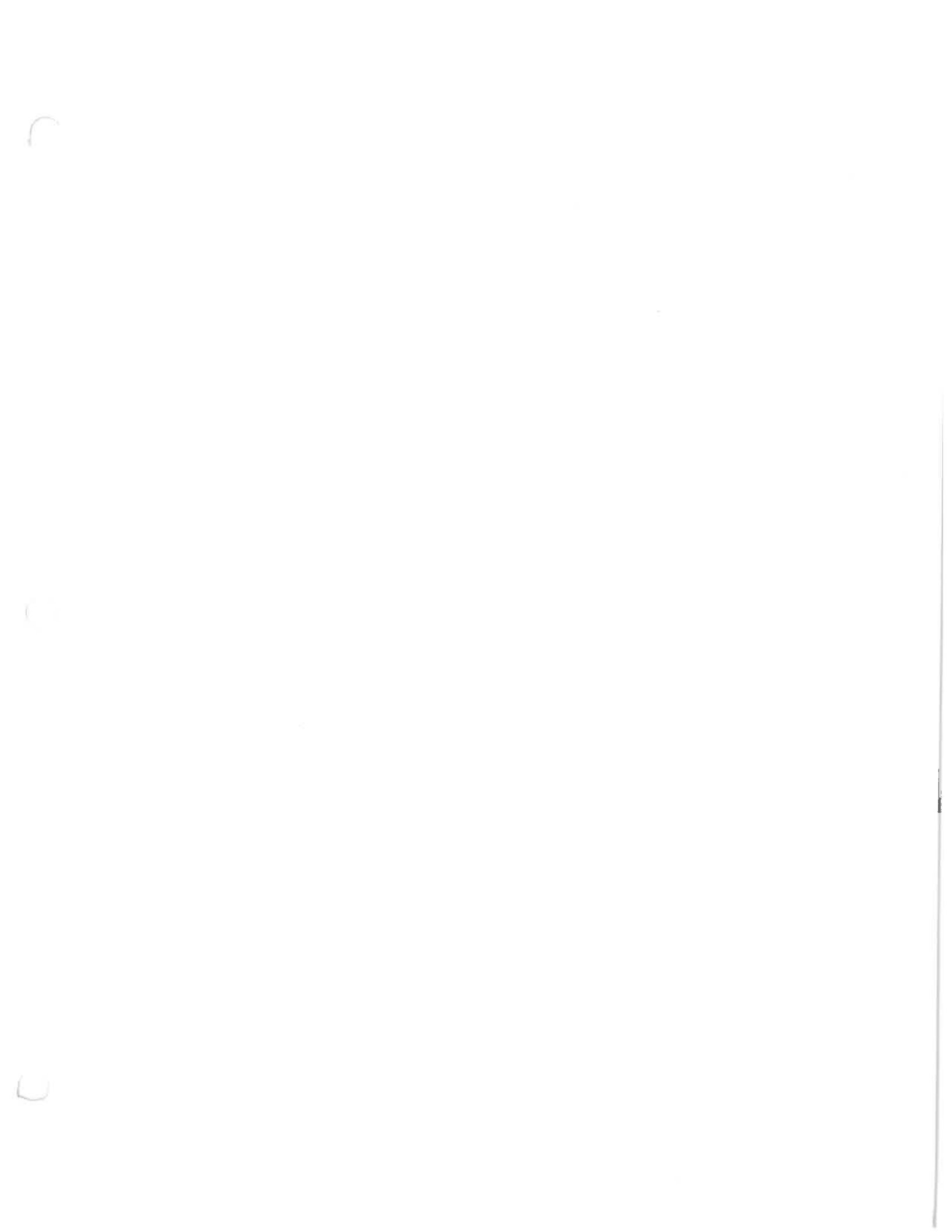
### Key

#### Land Uses

-  Single Family Homes
-  Duplexes
-  Condominiums
-  Condominiums or Apartments
-  Mixed Use (Retail-Office-Apts-Club)
-  Parks and Trails
-  Open Space, Natural Areas
-  Storm Water Management
-  DNR Lands









DOCUMENT #  
4010931

01/11/2005 03:52:14PM

Trans. Fee:  
Exempt #:

Rec. Fee: 53.00  
Pages: 22

Document No.

## DECLARATION OF EASEMENTS

(Signage)

002029

THIS DECLARATION OF EASEMENTS (this "Declaration") is executed this 19<sup>th</sup> day of August, 2004, by FITCHBURG LANDS, LLC ("Developer").

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

### RECITALS:

See Exhibit B  
Parcel Numbers

A. Developer is the owner of lands described as Lot 117, First Addition to Swan Creek of Nine Springs, and Outlot 18, Swan Creek of Nine Springs, in the City of Fitchburg, Dane County, Wisconsin (collectively the "Properties"). Lot 117, First Addition to Swan Creek of Nine Springs formerly was part of Outlot 6, Swan Creek of Nine Springs.

B. Pursuant to Exhibit C of the Declaration (as defined below), Developer desires to grant easements over portions of the Properties, which portions are described on Exhibit A attached hereto and made a part hereof (the "Easement Areas"), to the Swan Creek of Nine Springs Owners Association, Inc., a Wisconsin nonprofit, nonstock corporation (the "Association").

NOW, THEREFORE, Developer does hereby declare that:

1. Creation of Easements. Developer hereby grants to the Association, for the benefit of the Benefitted Lots and Condominium Units (as defined in Section 2, below), over each of the Easement Areas, an easement for the erection, placement, illumination and maintenance of a sign identifying the Swan Creek of Nine Springs subdivision. Each such sign shall comply with all requirements of the Declaration of

Protective Covenants for Lots 1 through 107, inclusive, executed by Developer, and recorded as Document No. 3584036, as amended (the "Declaration") and with all applicable City of Fitchburg ordinances.

2. Beneficiaries. The easements created in Section 1, above shall be appurtenant to, and benefit, Lots 1 through 107, inclusive, Swan Creek of Nine Springs; 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; 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; Units 1 through 21, Aster Meadows at Swan Creek, a Condominium; and Lots 172 through 315, inclusive, Third Addition to Swan Creek of Nine Springs; all acting by and through the Swan Creek of Nine Springs Owners Association, Inc. or its successors and assigns, and shall also benefit any other lands that may in the future be subjected to the Declaration. The beneficiaries of the above easements, acting through the Association, shall be responsible for maintaining the Easement Areas in a good, clean, attractive condition. All benefited lots listed in this Section 2 are referred to herein as "Benefited Lots." All benefited condominium units listed in this Section 2 are referred to herein as "Benefited Units."

3. Common Area. The easements created in Section 1, above are hereby declared to be "Common Area" as such term is defined in the Declaration.

4. Severability. Invalidation of any one of the terms hereof by judgment or court order shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

5. Nonforfeiture. Any violation of this Declaration shall not result in a forfeiture or reversion of title to any of the lands subject to the easements created in Section 1.

6. Successors and Assigns. The burdens of this Declaration shall run with the land and shall bind the owners of the lands described in Section 1. 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.

7. 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.

8. Amendment. As long as Developer continues to own any interest in any of the lands comprising Swan Creek of Nine Springs, or additions thereto, this Declaration may be amended or terminated by an instrument signed by:

(a) Developer; and

(b) Persons controlling 60% of the Benefited Lots and Benefited Units, above. In the case of any condominium unit, the person controlling the condominium unit shall be the association of condominium unit owners. In the case of Lots 1 through 107, Swan Creek of Nine Springs, and any other lots that may be subjected to the Declaration, the person controlling such lots shall be the Swan Creek of Nine Springs Owners Association, Inc. or its successors and assigns. In the case of any lots within Swan Creek of Nine Springs that may be designated in the future by Developer in a written, recorded document pursuant to section 2, above as lots that shall benefit from the easements described in Section 1, the person controlling such lots shall be the association of owners of such lots, if such an association is designated by Developer in such written recorded document; otherwise, the persons controlling such lots shall be the owners of the fee simple interest therein.

If, however, Developer ceases to own any interest in any of the lands comprising Swan Creek of Nine Springs, or additions thereto, then this Declaration may be amended or terminated by an instrument signed by persons controlling 60% of the Benefited Lots and Benefited Units.

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

DEVELOPER:

FITCHBURG LANDS, LLC

By: Sveum Enterprises, Ltd., Manager

By: 

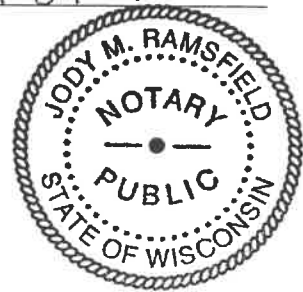
Phillip A. Sveum, President

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
                                          ) ss.  
COUNTY OF DANE        )

Personally came before me this 17<sup>th</sup> day of November, 2004, the above-named Phillip A. Sveum, to me known to be the president of Sveum Enterprises, Ltd., who executed the above instrument and acknowledged the same.

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



This instrument was drafted by:

Jesse S. Ishikawa  
Reinhart Boerner Van Deuren, s.c.  
P.O. Box 2018  
Madison, WI 53701-2018  
Telephone: (608) 229-2200

EXHIBIT A

Map showing signage areas on Outlot 6, Swan Creek of Nine Springs and on Lot 117, First Addition to Swan Creek of Nine Springs.

# PRIVATE SIGN EASEMENT

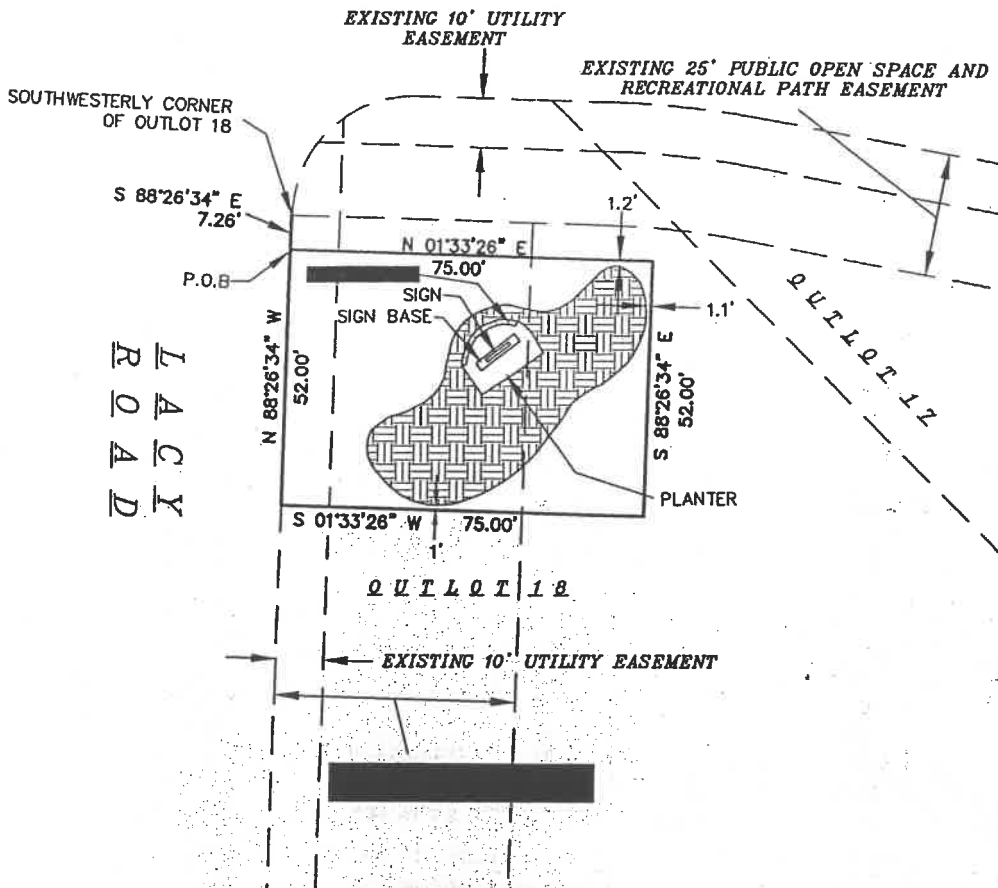


GRID NORTH  
NORTH IS BASED ON THE SOUTH LINE OF  
OUTLOT 18 BEARING N 88°26'34" W



SCALE: ONE INCH = THIRTY FEET

S U N F L O W E R  
D R I V E



**MAYO** corporation

ENGINEERS SURVEYORS ARCHITECTS PLANNERS  
600 GRAND CANYON DRIVE, MADISON, WI 53719-1044  
PHONE: (608) 833-0628 FAX: (608) 833-0746  
E-MAIL: info@mayocorporation.com

### Private Sign Easement Description

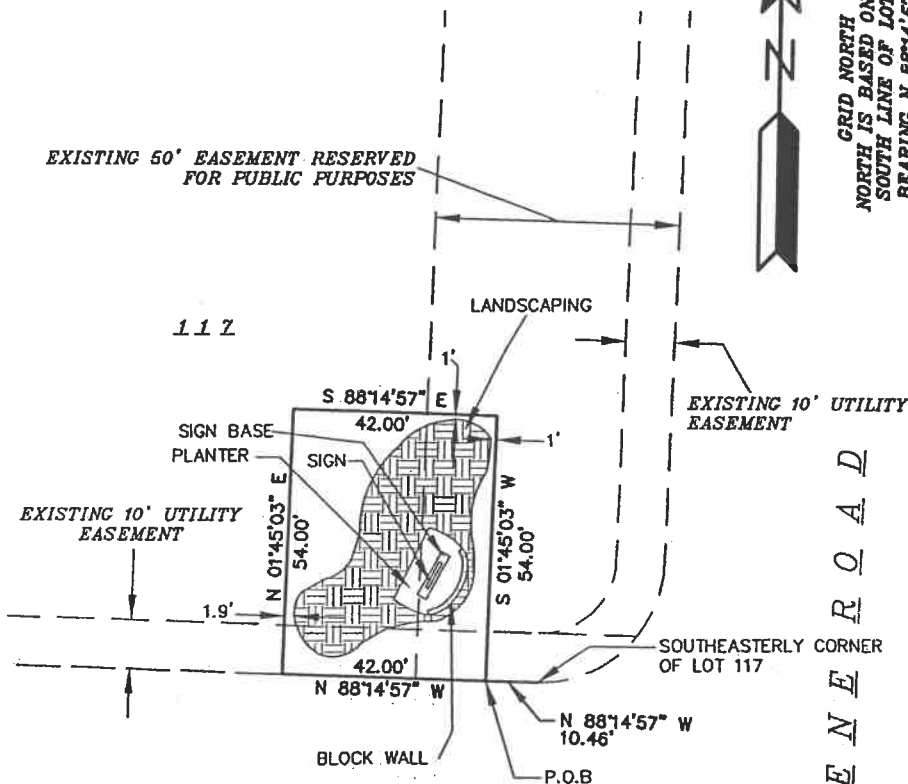
A private sign easement, fifty-two feet in width by seventy-five feet in length, over, under and across a part of Outlot 18 of Swan Creek of Nine Springs as recorded in Volume 57-194A of plats, on pages 819-824, as document number 3508534, Dane County Registry, also being part of the SW 1/4 of the SW 1/4 of Section 11, Township 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin, more particularly described as follows:

Commencing at the southwesterly corner of Outlot 18; thence South 88 degrees 26 minutes 34 seconds East along the south line of said Outlot 18, 7.26 feet to the point of beginning; thence North 01 degrees 33 minutes 26 seconds East, 75.00 feet; thence South 88 degrees 26 minutes 34 seconds East, 52.00 feet; thence South 01 degrees 33 minutes 26 seconds West, 75.00 feet; thence North 88 degrees 26 minutes 34 seconds West, 52.00 feet to the point of beginning. Said parcel contains 3,900 sq. ft. or 0.0895 acres.

# PRIVATE SIGN EASEMENT



GRID NORTH  
NORTH IS BASED ON THE  
SOUTH LINE OF LOT 117  
BEARING N 88°14'57" W



E A S T C H E R Y L

P A R K W A Y

S Y N E R G Y R O A D

**MAYO** corporation

ENGINEERS SURVEYORS ARCHITECTS PLANNERS  
600 GRAND CANYON DRIVE, MADISON, WI 53719-1044  
PHONE: (608) 833-0628 FAX: (608) 833-0746  
E-MAIL: info@mayocorporation.com

PLOT DATE: 01-05-04  
LAYOUT: EASEMENT  
M: \FL-08-03\Ea08-2.DWG

FL-08-03  
SHEET 1 OF 1



### Private Sign Easement Description

A private sign easement, forty-two feet in width by fifty-four feet in length, over, under and across a part of Lot 117, First Addition to Swan Creek of Nine Springs as recorded in Volume 58-017B of plats, on pages 91-92, as document number 3672859, Dane County Registry, also being part of the NE 1/4 of the SW 1/4 of Section 11, Township 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin, more particularly described as follows:

Commencing at the southeasterly corner of said Lot 117; thence North 88 degrees 14 minutes 57 seconds West along the south line of said Lot 117, 10.46 feet to the point of beginning; thence continuing along said south line, North 88 degrees 14 minutes 57 seconds West, 42.00 feet; thence North 01 degree 45 minutes 03 seconds East, 54.00 feet; thence South 88 degrees 14 minutes 57 seconds East, 42.00 feet; thence South 01 degrees 45 minutes 03 seconds West, 54.00 feet to the point of beginning. This description contains 2,268 sq. ft. or 0.0521 acres.

## EXHIBIT B

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

|                     |         |                            |
|---------------------|---------|----------------------------|
| <u>060911340012</u> | LOT 001 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340122</u> | LOT 002 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340232</u> | LOT 003 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340342</u> | LOT 004 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340452</u> | LOT 005 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340562</u> | LOT 006 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340672</u> | LOT 007 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340782</u> | LOT 008 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340892</u> | LOT 009 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341002</u> | LOT 010 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341112</u> | LOT 011 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341222</u> | LOT 012 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341332</u> | LOT 013 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341442</u> | LOT 014 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341552</u> | LOT 015 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320062</u> | LOT 016 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320172</u> | LOT 017 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320282</u> | LOT 018 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320392</u> | LOT 019 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320502</u> | LOT 020 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320612</u> | LOT 021 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320722</u> | LOT 022 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320832</u> | LOT 023 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320942</u> | LOT 024 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321052</u> | LOT 025 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321162</u> | LOT 026 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321272</u> | LOT 027 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321382</u> | LOT 028 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321492</u> | LOT 029 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321602</u> | LOT 030 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321712</u> | LOT 031 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321822</u> | LOT 032 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321932</u> | LOT 033 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322042</u> | LOT 034 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322152</u> | LOT 035 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322262</u> | LOT 036 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322372</u> | LOT 037 | SWAN CREEK OF NINE SPRINGS |

|                     |         |                            |
|---------------------|---------|----------------------------|
| <u>060911322482</u> | LOT 038 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322592</u> | LOT 039 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322702</u> | LOT 040 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322812</u> | LOT 041 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322922</u> | LOT 042 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323032</u> | LOT 043 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323142</u> | LOT 044 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323252</u> | LOT 045 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323362</u> | LOT 046 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323472</u> | LOT 047 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323582</u> | LOT 048 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323692</u> | LOT 049 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323802</u> | LOT 050 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323912</u> | LOT 051 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341722</u> | LOT 052 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341832</u> | LOT 053 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341942</u> | LOT 054 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342052</u> | LOT 055 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342162</u> | LOT 056 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342272</u> | LOT 057 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342382</u> | LOT 058 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342492</u> | LOT 059 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324102</u> | LOT 060 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324212</u> | LOT 061 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324322</u> | LOT 062 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324432</u> | LOT 063 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324542</u> | LOT 064 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324652</u> | LOT 065 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324762</u> | LOT 066 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342672</u> | LOT 067 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342782</u> | LOT 068 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342892</u> | LOT 069 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343002</u> | LOT 070 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343112</u> | LOT 071 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343222</u> | LOT 072 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343332</u> | LOT 073 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343442</u> | LOT 074 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343552</u> | LOT 075 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343662</u> | LOT 076 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360072</u> | LOT 077 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360182</u> | LOT 078 | SWAN CREEK OF NINE SPRINGS |

|                     |         |                            |
|---------------------|---------|----------------------------|
| <u>060911360292</u> | LOT 079 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360402</u> | LOT 080 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360512</u> | LOT 081 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360622</u> | LOT 082 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343832</u> | LOT 083 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343942</u> | LOT 084 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344052</u> | LOT 085 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344162</u> | LOT 086 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344272</u> | LOT 087 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344382</u> | LOT 088 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344492</u> | LOT 089 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344602</u> | LOT 090 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344712</u> | LOT 091 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344822</u> | LOT 092 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344932</u> | LOT 093 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345042</u> | LOT 094 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345152</u> | LOT 095 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345262</u> | LOT 096 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345372</u> | LOT 097 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345482</u> | LOT 098 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345592</u> | LOT 099 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345702</u> | LOT 100 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345812</u> | LOT 101 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345922</u> | LOT 102 | SWAN CREEK OF NINE SPRINGS |
| <u>060911346032</u> | LOT 103 | SWAN CREEK OF NINE SPRINGS |
| <u>060911346142</u> | LOT 104 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360752</u> | LOT 105 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360862</u> | LOT 106 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360972</u> | LOT 107 | SWAN CREEK OF NINE SPRINGS |

060911347252 Outlot 18

Swan Creek of Nine Springs

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

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

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

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

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

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



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

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

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

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

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

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

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

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









DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
3825305

10/16/2003 01:02:04PM

Trans. Fee:  
Exempt #:

Rec. Fee: 69.00  
Pages: 30

Document No.

**DECLARATION OF PROTECTIVE COVENANTS  
FOR LOTS 118 THROUGH 171, INCLUSIVE, SECOND  
ADDITION TO SWAN CREEK OF NINE SPRINGS**

000647

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 118 THROUGH 171, INCLUSIVE, SECOND ADDITION  
TO SWAN CREEK OF NINE SPRINGS**

THIS DECLARATION is made this 9<sup>TH</sup> day of OCT, 2003 by  
FITCHBURG LANDS, LLC ("Developer").

**RECITALS:**

A. Developer now owns certain lands in the City of Fitchburg, Dane County, Wisconsin (the "City") which are legally described on Exhibit A attached hereto and made a part hereof (the "Development"); and

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

NOW, THEREFORE, Developer declares that the Development and each Lot thereof 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 Development and each Lot thereof, 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.

## ARTICLE II

### DEFINITIONS

The following definition shall be applicable to this Declaration:

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

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

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

2.04 Declaration. This Declaration of Protective Covenants.

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

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

2.07 Development. The lands described on Exhibit A.

2.08 Lot. Any platted lot within the Development.

2.09 Owner. The person or persons, including any business organization, having the power to convey the fee simple title to any portion of the Development.

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

2.11 Single-Family Lots. Lots 162 through 171, inclusive, Second Addition to 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 initially consist solely of Developer, so long as Developer owns any interest in any Lot. Developer may at any time, at its sole discretion, appoint up to three (3) Owners to serve as the Committee with the decisions rendered by the majority to be binding. Notwithstanding the

foregoing provisions, at such time as Developer no longer owns any Lot subject to this Declaration, the directors of the Association shall elect the members and fill vacancies on the Committee.

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. 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 preliminary or final development plan or of any resubmission of any such plans and such fee may be adjusted at any time by the Committee.

3.06 Approval of Contractors. For each building erected 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 of any work, whether or not pursuant to approved plans and specifications; or
- (c) The development of any property within the Development.

#### ARTICLE IV

##### ARCHITECTURAL RESTRICTIONS

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 B 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 B 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 D.

4.04 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, fenestration and overall design concept of the building. The Committee shall be entitled to reject any plans which would result in fenestration or length of building walls 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.

4.05 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 use of front porches by Owners is encouraged. The Committee may check sight lines based on proposed structure location to minimize the structure's obstruction of views from neighboring Lots.



4.06 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.

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

4.08 Mailboxes and Exterior Yard Lights. Developer shall provide mailboxes. Such mailboxes shall be installed at Owners' expense.

4.09 Garages; Use of Outbuildings. Excepting the Cottage Lots, all garages shall be attached to the Dwelling and shall have space for no fewer than two cars. Garages on the Cottage Lots may be detached, and the construction of breezeways on such Lots is encouraged. All garages on the Duplex Lots and the Cottage Lots shall be accessible from the private roadways located to the rear of such Lots rather than directly from Big Bluestem Parkway, Day Lily Place, Teaberry Lane, Crinkle Root Drive or Sassafras Drive. No trailer, basement, tent, treehouse, shack, detached garage, barn or outbuilding, or any part thereof, shall be erected or permitted to remain on any Lot, temporarily or permanently, except for construction trailers during the period of construction.

4.10 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 C, and Developer will provide additional information upon request.

4.11 Construction Deadline. Each Dwelling erected shall have its entire external construction completed within six (6) months from the date of issuance of the building permit except for delays in completion due to strike, war or act of God.

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

(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 required 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.

4.13 Driveways. All driveways from the garage to the private street (in the case of the Cottage Lots and the Duplex Lots) or from the garage to Day Lily Place (in the case of the Single-Family Lots) shall be paved with concrete within eight (8) months from the date of issuance of the building permit. All driveways shall have sufficient space to allow for parking of no fewer than two cars.

4.14 Swimming Pools. No above-ground swimming pools shall be allowed.

4.15 Variances. The Committee is authorized in its sole discretion to grant variances from any provision of this Declaration where such variances will assist in carrying out the intent and spirit of this Declaration.

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.

## ARTICLE V

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. Clothes line 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.

## ARTICLE VI

### DIVISION OF LOTS BY OWNERS

No Lot 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 VII

### MISCELLANEOUS

7.01 Term 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 twenty-five (25) years from the date this Declaration is initially recorded. Until Developer no longer holds any interest of record in any property comprising the Swan Creek of Nine Springs, the First Addition to Swan Creek of Nine Springs, and the Second Addition to 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 Fifty-One Percent (51%) of the Lots subject to this Declaration. 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 Fifty-One Percent (51%) of the Lots subject hereto. 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 Fifty-One Percent (51%) 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.

7.02 Enforcement. Developer, the Association and any Owner shall have the 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 to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration.

7.03 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.

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

7.05 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.

7.06 Assignability of Developer's Rights. Developer may, by written recorded assignment, transfer its rights as Developer under this Declaration to any person who, effective upon the recording of the assignment, shall be the Developer for all purposes under this Declaration

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

FITCHBURG LANDS, LLC  
("Developer")

By: Sveum Enterprises, Ltd., Manager

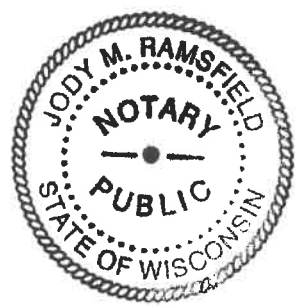
By: *[Signature]*  
Phillip A. Sveum, President

ACKNOWLEDGEMENT

STATE OF WISCONSIN )  
                                          )ss.  
COUNTY OF DANE        )

Personally came before me this 9<sup>th</sup> day of October, 2003, the above-named Phillip A. Sveum and to me known to be the President of Sveum Enterprises, Ltd., which is the Manager of Fitchburg Lands, LLC who executed the foregoing instrument, and acknowledged the same on behalf of said entities.


*[Signature]*  
Name (printed): Jody Ramsfield  
Notary Public, State of Wisconsin  
My Commission: 11/24/04



CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by Fitchburg Lands, LLC to ANCHOR BANK, A/B, recorded in the office of the Register of Deeds of Dane County, Wisconsin on July 12, 2002 as Document No. 351349 in Volume \_\_\_\_\_ of Records, page 1574, does hereby consent to all of the terms and conditions of the foregoing Declaration.

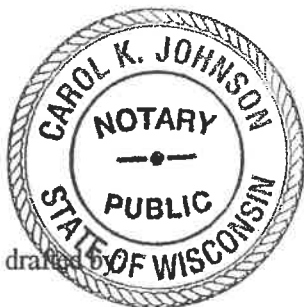
Dated this 9<sup>th</sup> day of October, 2003.


  
ANCHOR BANK, A/B  
 By: Brian Zimdars  
 Name: \_\_\_\_\_  
 Title: Vice President

ACKNOWLEDGEMENT

STATE OF WISCONSIN )  
 )ss.  
 COUNTY OF DANE )

Personally came before me this 9<sup>th</sup> day of October, 2003, the above named Brian J. Zimdars, and to me known to be the Vice President of Anchor Bank, A/B, who executed the foregoing instrument, and acknowledged the same on behalf of said entity.



  
 Name: Carol K. Johnson  
 Notary Public, State of Wisconsin  
 My Commission: 01-21-07

This instrument was drafted by  
 Joan M. Bachleitner  
 Reinhart Boerner Van Deuren s.c.  
 22 East Mifflin Street, Suite 600  
 P.O. Box 2018  
 Madison, WI 53701-2018



000662

**EXHIBIT A**

**Lots 118 through 171, inclusive, Second Addition to Swan Creek of Nine Springs.**

**Part of Parcel No. 225-0609-113-6250-2**

## EXHIBIT B

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<br>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 |

(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 Sassafras 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

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

## Exhibit C

|                               |
|-------------------------------|
| <b>Rain Garden Plant List</b> |
|-------------------------------|

Wet (Sun)

## FORBS:

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

## SHRUBS:

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

Wet (Shady)

## FORBS:

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

000669

**SHRUBS:**

**Black Chokeberry**

**Common Ninebark**

**American Black Currant**

**American Elder**

**American Cranberrybush**

**Aronia melanocarpa 'alata'**

**Physocarpus opulifolius**

**Ribes americanum**

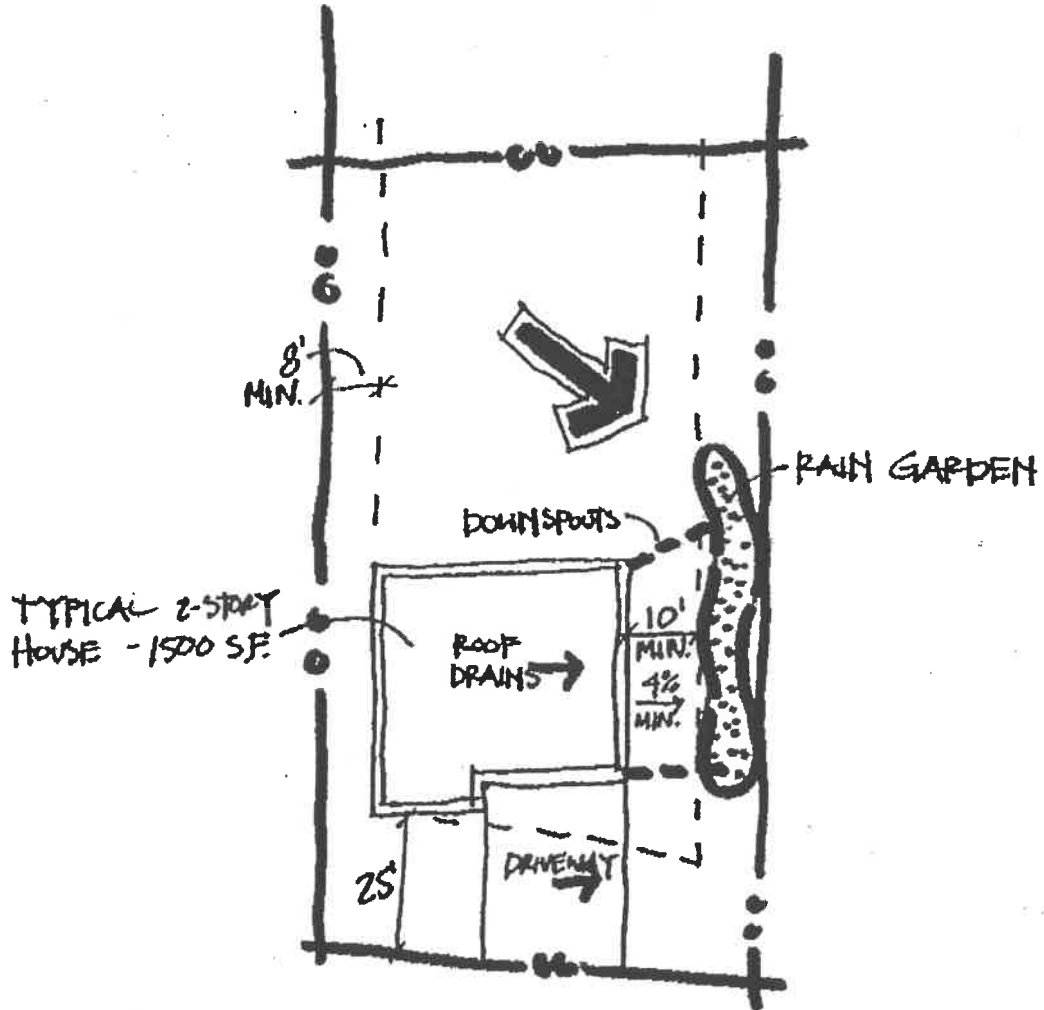
**Sambucus Canadensis**

**Viburnum trilobum**

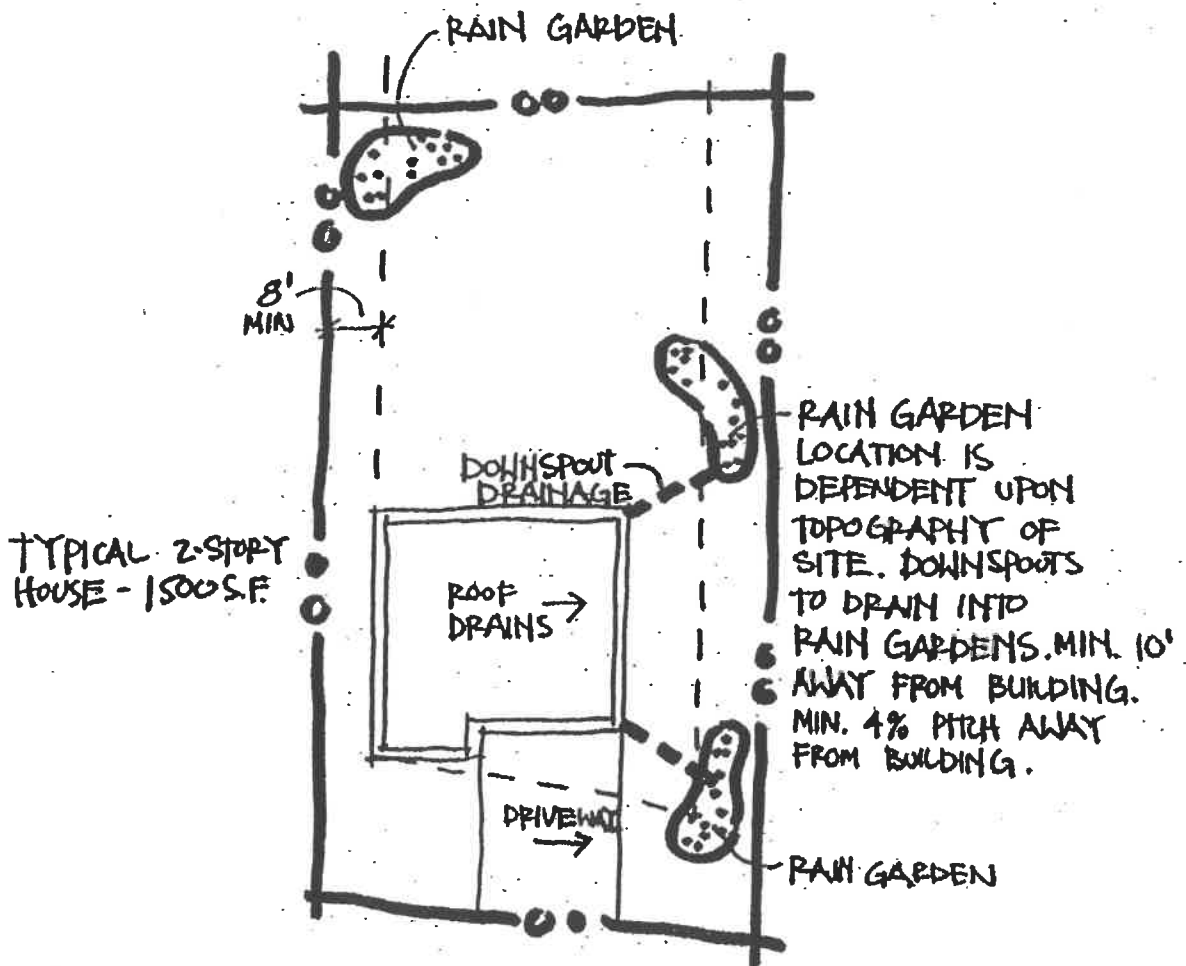


# SWAN CREEK OF NINE SPRINGS CONCEPTUAL RAIN GARDEN SKETCH - SINGLE

000670



# SWAN CREEK OF NINE SPRINGS CONCEPTUAL RAIN GARDEN SKETCH

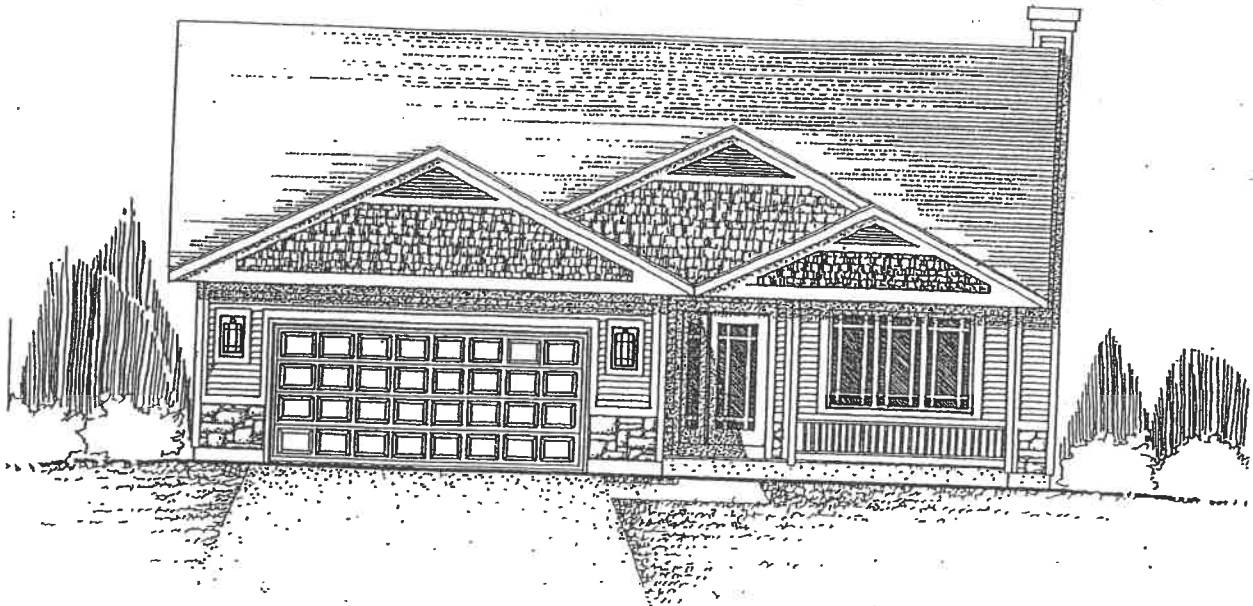


000672

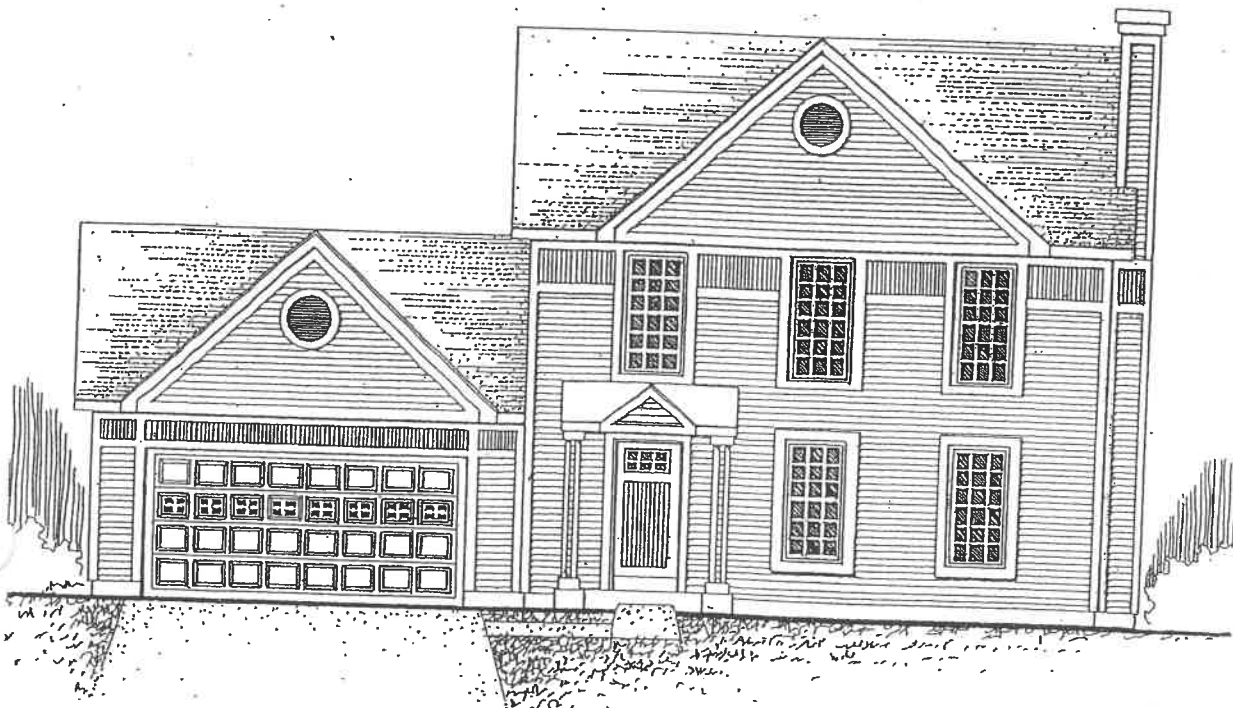
**Exhibit D**

**Design Accents**

000673

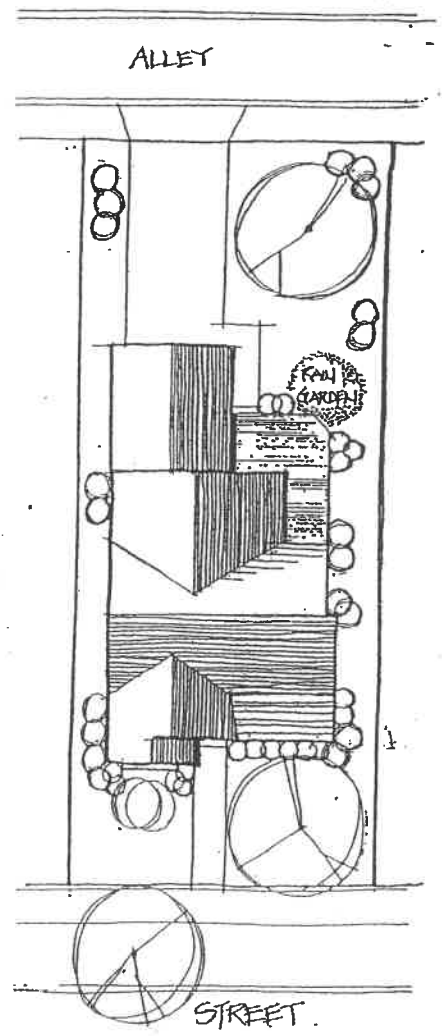


## Single Family Homes

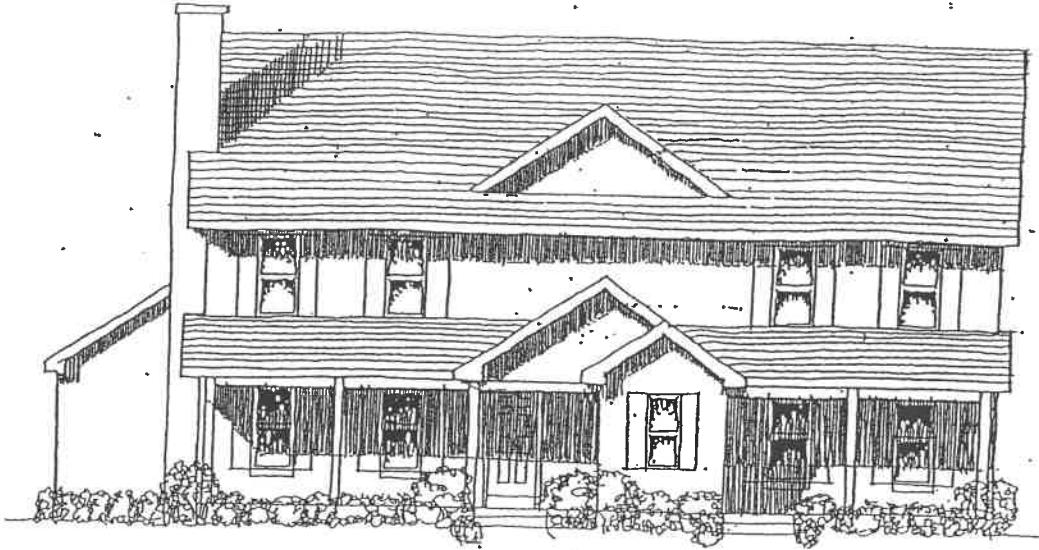


000674

# Cottages



000675

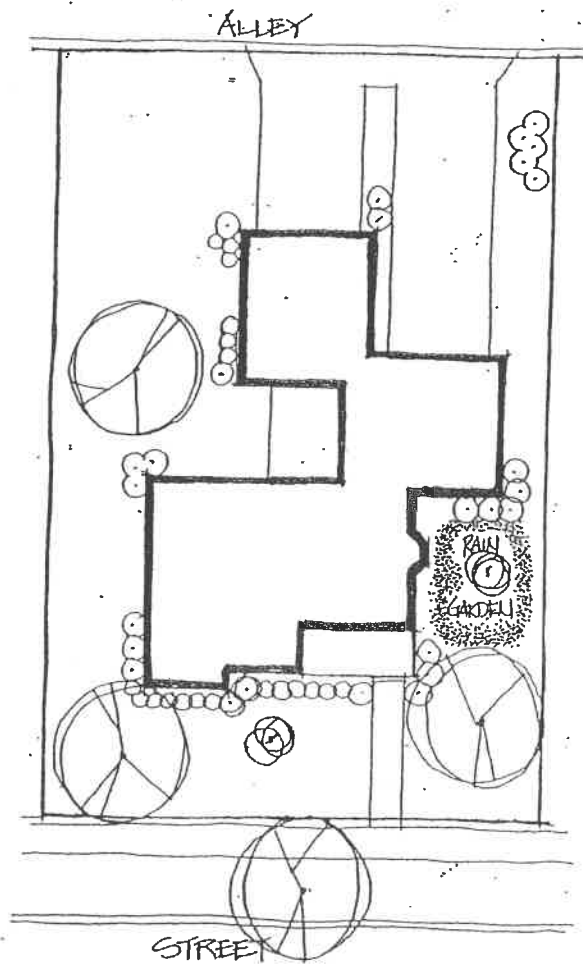


Duplex

000676



## Two Flat







DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
3828306

10/16/2003 01:02:04PM

Trans. Fee:  
Exempt #:

Rec. Fee: 29.00  
Pages: 10

000677

Document No.

**DECLARATION OF EASEMENT FOR PRIVATE  
ROADS AND PUBLIC UTILITIES**

Return to:  
Joan M. Bachleitner  
Reinhart Boerner Van Deuren s.c.  
P.O. Box 2018  
Madison, WI 53701-2018

[Insert Tax Parcel Numbers]

Parcel Number

**DECLARATION OF EASEMENT FOR PRIVATE ROADS**

THIS DECLARATION (the "Declaration") is executed as of this 9<sup>th</sup> day of Oct,  
2003 by FITCHBURG LANDS, LLC ("Declarant").

**RECITALS:**

- A. Declarant is the owner of certain real property located in Dane County, Wisconsin, as described on the attached Exhibit A and referred to on the exhibit and in this Declaration as the "Property."
- B. Any platted lots of the Property are referred to in this Declaration as the "Lots."
- C. Certain real property more particularly described on Exhibit B attached hereto and made a part of this Declaration is referred to in this Declaration as the "Roadway Property."

D. Declarant intends to develop and improve a portion of the Roadway Property as two separate private roads (together, the "Private Roads").

E. Declarant wishes to create a nonexclusive easement over the Roadway Property under the terms of this Declaration.

### DECLARATION

The Declarant declares that:

1. **Definitions.** The terms set forth in this Section 1 shall have the following definitions:

(a) **Association:** The Teaberry Lane Home Owners Association, Inc. and its successors and assigns.

(b) **Municipality:** The City of Fitchburg, Wisconsin.

(c) **Owner:** The person or persons, including any business organization, having the power to convey the fee simple title to any portion of the Property.

2. **Creation of Easements.** The Roadway Property shall be subject to the following easements, all of which shall be perpetual and nonexclusive:

(a) **Vehicular and Pedestrian Access Easement.** An easement for ingress and egress for the purpose of granting to all of the Owners and their occupants, agents, employees, guests, licensees, and invitees vehicular and pedestrian access across the Private Roads. Parking within the Private Roads shall be prohibited.

(b) **Fire Department and Vehicular Access.** An easement to the Municipality for emergency access by the local fire department or any other emergency services, and for ingress and egress for garbage trucks and other service vehicles for the purpose of granting the providers of these services vehicular and emergency access across the Private Roads.

(c) **Utility Easement.** A public utility easement for the purpose of permitting public utilities to install, lay, operate, repair and maintain underground pipes and conduits for cable television, gas and electric service under the surface of the Private Roads. Any public utility installing any improvements within the Private Roads shall restore the surface of the Private Roads to their condition existing prior to such installation.

3. Association Membership and Voting Rights.

(a) Members. Every Owner shall automatically be deemed to be a member of the Teaberry Lane Home Owners Association, Inc., a Wisconsin nonprofit, nonstock corporation (which together with its successors and assigns, is referred to herein as the "Association"). The Association shall be governed in accordance with the Association's articles of incorporation and bylaws. Land contract vendees and not land contract vendors shall be members of the Association. The foregoing is not intended to include persons or entities that 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 that is subject to assessment.

(b) Voting Rights. The Association shall have two classes of voting membership:

(i) Class A. Class A members shall be all Owners of Lots, with the exception of the Declarant. Class A members who are owners of Lots 136 through 161 shall have one vote for each such Lot owned. Class A members who are owners of Lots 118 through 135 shall have two votes for each 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.

(ii) Class B. The Class B members shall be the Declarant. The Class B member shall be entitled to two (2) votes for each Lot owned (in the case of Lots 136 through 161) and to four votes for each Lot owned (in the case of Lots 118 through 135). The Class B membership shall terminate and be converted to Class A membership upon the twenty-fifth (25th) anniversary of the date this Declaration is recorded.

4. Owners' Easements. The easements granted to the Owners under this Declaration shall be appurtenant to and shall pass with the title to the Property and any portion of the Property. The Owners' easements created by this Declaration shall be subject to the following:

(a) The right of the Declarant and the Association to establish reasonable rules regulating use of the Private Roads; and

(b) The right of the Declarant (or the Association, following conveyance by the Declarant of all of its right, title, and interest in and to the Lots) to dedicate or transfer all or any part of the Private Roads to any public agency, authority, or utility for such purposes, and subject to such conditions, as may be agreed to by the Declarant (or, if applicable, the Association). No such dedication or transfer shall be

effective unless the public agency, authority, or utility agrees to accept it.

5. 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, exercising exclusive management and control of the Private Roads, and keeping the Private Roads in good, clean, attractive, and sanitary condition, order, and repair (including timely removal of snow and ice, patching, repairing, resurfacing and street sweeping). The Association shall be governed in accordance with the Association's articles and bylaws or other governing documents.

6. Damage or Destruction of Private Roads. If any portion of the Private Roads is damaged or destroyed by an Owner, by any of the Owner's guests, tenants, licensees, or agents, or by a member of the Owner's family, the Owner authorizes the Association to repair the damaged area. The Declarant or the Association shall have the right to repair the damaged area in a workmanlike manner in conformity with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association or the Declarant in the discretion of the Association or Declarant. The amount necessary for the repairs shall become a special charge on the Lot of the Owner.

7. General Annual Charges. All Lots shall be subject to general annual charges, which may be determined and assessed annually by the Association, solely for defraying the prelitigation- and litigation-related costs and expenses (including actual attorney fees) of the Association in carrying out its stated purposes and functions and for maintaining and improving the Private Roads. The general charges shall be sufficient to raise an amount that, in the reasonable judgment of the Association and combined with amounts collectible from other users of the Private Roads, may be required to cover the expenses of the ensuing calendar year (including interest costs) and to establish a reasonable reserve for future roadway repairs and replacements. The general charge shall be divided and levied among all of the Lots as follows: Lots 136 through 161, inclusive, Second Addition to Swan Creek of Nine Springs shall be assigned a unit value of One (1), and Lots 118 through 135, inclusive, Second Addition to Swan Creek of Nine Springs shall be assigned a unit value of Two (2). Each Lot's share of the general charge shall be equal to a fraction, the numerator of which shall be such Lot's unit value and the denominator of which shall be the total of the unit values for all of the Lots. Such charges shall be paid annually to the Association on or before March 1 of each year.

8. 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 7, above, for which the general annual charges are inadequate.

9. Collection. The right to collect or enforce the collection of charges assessable to the Owners is exclusively delegated to the Association. The Owner of a Lot, or any portion of a Lot, shall be personally obligated to pay charges that were assessed or accrued upon the

land owned during the period of ownership. All charges that are unpaid when due shall from that date become and remain a lien upon the Lot until paid, with interest on the charges from the due date of fifteen percent (15%) per annum until paid in full. The Association shall have the sole right to bring all actions and proceedings for the collection of the charges and for the enforcement of liens securing the charges. Any liens securing unpaid charges arising by virtue of this Declaration shall be subject and subordinate to the lien of any first-lien mortgage whether the mortgage is executed or recorded before or after the creation of the liens. Nothing in this Declaration shall prevent or impede the collection of lawful charges, taxes, or similar charges by the Municipality. The Association may commence a collection action against any Owner personally obligated to pay the charges or an action to foreclose the lien for the charges 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 lien under chapter 779 of the Wisconsin Statutes. 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 delinquent charges, reasonable attorneys' fees, title charges, court costs, and other costs incurred shall be added to and become a part of the charges.

10. **Amendment.** Until all of the Lots subject to this Declaration have been sold by the Declarant, this Declaration may be amended by the recording of a written instrument executed by or on behalf of all the following: (a) the Declarant; (b) the holders of at least sixty percent (60%) of the voting rights described in Section 3(b); and (c) in the case of any amendment to Section 2(b), the Municipality. After all of the Lots subject to this Declaration have been sold by the Declarant and until the termination of this Declaration, this Declaration may be amended by the recording of a written instrument executed by or on behalf of all of the following: (a) the owners of at least sixty percent (60%) of the voting rights described in Section 3(b); and (b) in the case of any amendment to Section 2(b) only, the Municipality; and (c) in case of any amendment to Section 2(c) only, any utility that has installed improvements within the Private Roads. 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. Notwithstanding the foregoing, this Declaration shall not be amended in a manner that would cause any of Lots 136 through 161 to cease to have access over Outlot 28 to the rights-of-way commonly known as Day Lily Place, Teaberry Lane or Crinkle Root Drive, or that would cause any of Lots 118 through 135 to cease to have access over Outlot 27 to the rights of way known as Teaberry Lane, Sassafras Drive or Crinkle Root Drive without the consent of all Owners of the Property.

11. **Covenants Run with Land.** All of the terms and conditions in this Declaration, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by each owner and their respective successors and assigns as owners of the Lots. The easements granted under Section 2(a) of this Declaration are easements appurtenant to the Lots and may not be transferred separately from, or severed

from, title to the Lots. Furthermore, the benefits of the easements granted under Section 2(a) shall not be extended to any properties other than the Lots without the consent of the Owners of all of the Lots. Each Owner shall cease to have further liability under this Declaration with respect to facts or circumstances first arising after the Owner has transferred its fee simple interest in a Lot, except, however, for such obligations as accrued during the Owner's period of ownership of fee title to the Lot.

12. Non-Use. Non-use or limited use of the easement rights granted in this Declaration shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Declaration.

13. Governing Law. This Declaration shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

14. Notices. All notices to any Owner under this Declaration shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Any Owner may change its address for notice by providing written notice to the Association.

15. Invalidity. If any term or condition of this Declaration, or the application of this Declaration to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Declaration, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

16. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Declaration shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Declaration.

17. No Public Dedication. Nothing in this Declaration shall be deemed to be a gift or dedication of any portion of the easements granted under this Declaration to the general public or for any public purpose whatsoever (except to the extent dedication occurs as provided in Section 4(b)). The Association may take such measures as it may deem necessary to prevent the dedication to the public of the Private Roads, whether by express grant, implication, or prescription, including, without limitation, the posting of "Private Road," "No Through Traffic" or "No Trespassing" signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Declaration.

18. Assignability of Declarant's Rights. The Declarant may, by a written, recorded assignment, transfer its rights as Declarant under this Declaration to any person, who, effective upon the recording of the assignment, shall be the Declarant for all purposes under this Declaration.

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

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

Dated this 9<sup>th</sup> day of Oct, 2003.

FITCHBURG LANDS, LLC ("Declarant")

By: Sveum Enterprises, Ltd., Manager

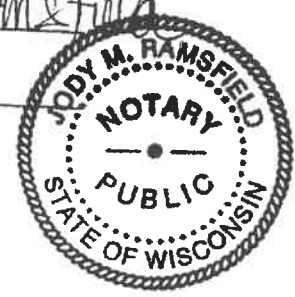
By: [Signature]  
Phillip A. Sveum, President

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
                                          )ss.  
COUNTY OF DANE )

Personally came before me this 9<sup>th</sup> day of October, 2003, the above-named Phillip A. Sveum, and 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 partnership.

[Signature]  
Name (printed): Jody M. Ramsfield  
Notary Public, State of Wisconsin  
My Commission: 11/24/04



CONSENT OF MORTGAGEE

000684

The undersigned, being the holder of a mortgage against the Property, consents to the grant of the easement set forth above and agrees that its interest in the Property shall be subject to this Declaration.

Dated: October 9, 2003.

ANCHORBANK, fsb

By: [Signature]  
Name (printed): Brian Zimdars  
Title: Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
                                                      )ss  
COUNTY OF DANE     )

This instrument was acknowledged before me on Oct. 9, 2003 by Brian Zimdars the v.p. of AnchorBank, fsb.

[Signature]  
Name (printed): Marn R. Lindgren  
Notary Public, State of Wisconsin  
My commission expires: 3-26-06

This document was drafted by,  
and should be returned to:

Joan M. Bachleitner  
Reinhart Boerner Van Deuren s.c.  
22 East Mifflin Street  
P.O. Box 2018  
Madison, WI 53701-2018  
(608) 229-2200



000685

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

**Lots 118 through 161, inclusive, Second Addition to Swan Creek of Nine Springs.**

000686

**EXHIBIT B**

**Outlot 27 and Outlot 28, Second Addition to Swan Creek of Nine Springs.**



DOCUMENT #  
002029

01/11/2005 03:52:14PM

Trans. Fee:  
Exempt #:

Rec. Fee: 53.00  
Pages: 22

Document No.

## DECLARATION OF EASEMENTS

(Signage)

THIS DECLARATION OF EASEMENTS (this "Declaration") is executed this 19<sup>th</sup> day of August, 2004, by FITCHBURG LANDS, LLC ("Developer").

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

002029

### RECITALS:

See Exhibit B  
Parcel Numbers

A. Developer is the owner of lands described as Lot 117, First Addition to Swan Creek of Nine Springs, and Outlot 18, Swan Creek of Nine Springs, in the City of Fitchburg, Dane County, Wisconsin (collectively the "Properties"). Lot 117, First Addition to Swan Creek of Nine Springs formerly was part of Outlot 6, Swan Creek of Nine Springs.

B. Pursuant to Exhibit C of the Declaration (as defined below), Developer desires to grant easements over portions of the Properties, which portions are described on Exhibit A attached hereto and made a part hereof (the "Easement Areas"), to the Swan Creek of Nine Springs Owners Association, Inc., a Wisconsin nonprofit, nonstock corporation (the "Association").

NOW, THEREFORE, Developer does hereby declare that:

1. Creation of Easements. Developer hereby grants to the Association, for the benefit of the Benefitted Lots and Condominium Units (as defined in Section 2, below), over each of the Easement Areas, an easement for the erection, placement, illumination and maintenance of a sign identifying the Swan Creek of Nine Springs subdivision. Each such sign shall comply with all requirements of the Declaration of

Protective Covenants for Lots 1 through 107, inclusive, executed by Developer, and recorded as Document No. 3584036, as amended (the "Declaration") and with all applicable City of Fitchburg ordinances.

2. Beneficiaries. The easements created in Section 1, above shall be appurtenant to, and benefit, Lots 1 through 107, inclusive, Swan Creek of Nine Springs; 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; 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; Units 1 through 21, Aster Meadows at Swan Creek, a Condominium; and Lots 172 through 315, inclusive, Third Addition to Swan Creek of Nine Springs; all acting by and through the Swan Creek of Nine Springs Owners Association, Inc. or its successors and assigns, and shall also benefit any other lands that may in the future be subjected to the Declaration. The beneficiaries of the above easements, acting through the Association, shall be responsible for maintaining the Easement Areas in a good, clean, attractive condition. All benefited lots listed in this Section 2 are referred to herein as "Benefited Lots." All benefited condominium units listed in this Section 2 are referred to herein as "Benefited Units."

3. Common Area. The easements created in Section 1, above are hereby declared to be "Common Area" as such term is defined in the Declaration.

4. Severability. Invalidation of any one of the terms hereof by judgment or court order shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

5. Nonforfeiture. Any violation of this Declaration shall not result in a forfeiture or reversion of title to any of the lands subject to the easements created in Section 1.

6. Successors and Assigns. The burdens of this Declaration shall run with the land and shall bind the owners of the lands described in Section 1. 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.

7. 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.

8. Amendment. As long as Developer continues to own any interest in any of the lands comprising Swan Creek of Nine Springs, or additions thereto, this Declaration may be amended or terminated by an instrument signed by:

(a) Developer; and

(b) Persons controlling 60% of the Benefited Lots and Benefited Units, above. In the case of any condominium unit, the person controlling the condominium unit shall be the association of condominium unit owners. In the case of Lots 1 through 107, Swan Creek of Nine Springs, and any other lots that may be subjected to the Declaration, the person controlling such lots shall be the Swan Creek of Nine Springs Owners Association, Inc. or its successors and assigns. In the case of any lots within Swan Creek of Nine Springs that may be designated in the future by Developer in a written, recorded document pursuant to section 2, above as lots that shall benefit from the easements described in Section 1, the person controlling such lots shall be the association of owners of such lots, if such an association is designated by Developer in such written recorded document; otherwise, the persons controlling such lots shall be the owners of the fee simple interest therein.

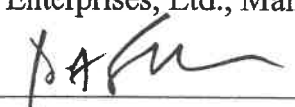
If, however, Developer ceases to own any interest in any of the lands comprising Swan Creek of Nine Springs, or additions thereto, then this Declaration may be amended or terminated by an instrument signed by persons controlling 60% of the Benefited Lots and Benefited Units.

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

DEVELOPER:

FITCHBURG LANDS, LLC

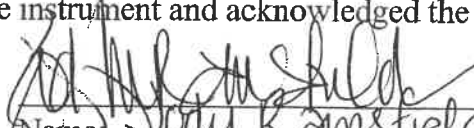
By: Sveum Enterprises, Ltd., Manager

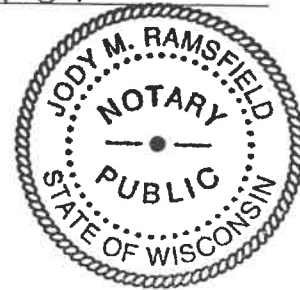
By:   
Phillip A. Sveum, President

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

Personally came before me this 17<sup>th</sup> day of November, 2004, the above-named Phillip A. Sveum, to me known to be the president of Sveum Enterprises, Ltd., who executed the above instrument and acknowledged the same.

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



This instrument was drafted by:

Jesse S. Ishikawa  
Reinhart Boerner Van Deuren, s.c.  
P.O. Box 2018  
Madison, WI 53701-2018  
Telephone: (608) 229-2200

**EXHIBIT A**

Map showing signage areas on Outlot 6, Swan Creek of Nine Springs and on Lot 117, First Addition to Swan Creek of Nine Springs.



# PRIVATE SIGN EASEMENT

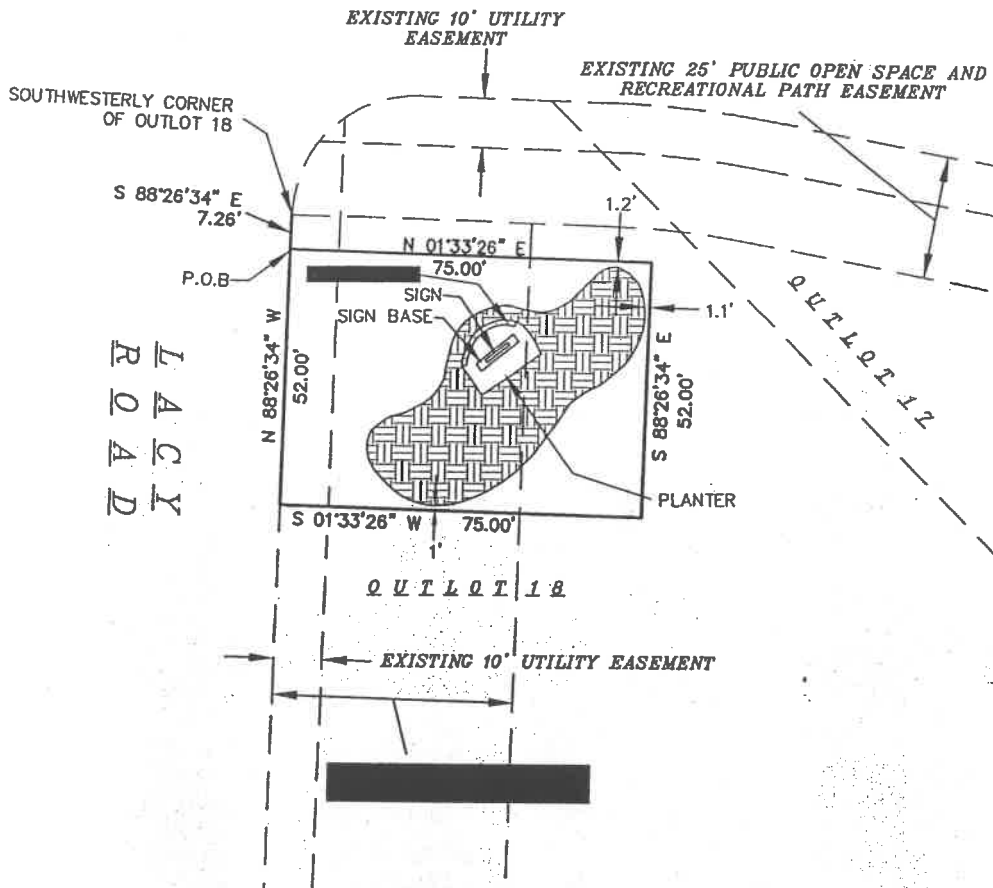


GRID NORTH  
NORTH IS BASED ON THE SOUTH LINE OF  
OUTLOT 18 BEARING N 88°26'34" W



SCALE : ONE INCH = THIRTY FEET

S U N F L O W E R  
D R I V E



**MAYO** corporation

ENGINEERS SURVEYORS ARCHITECTS PLANNERS.  
600 GRAND CANYON DRIVE, MADISON, WI 53719-1044  
PHONE: (608) 833-0628 FAX: (608) 833-0746  
E-MAIL: info@mayocorporation.com

PLOT DATE: 1-5-04  
LAYOUT: EASEMENT  
M:\FL-08-03\Eas108-1

FL-08-03  
SHEET 1 OF 1

### Private Sign Easement Description

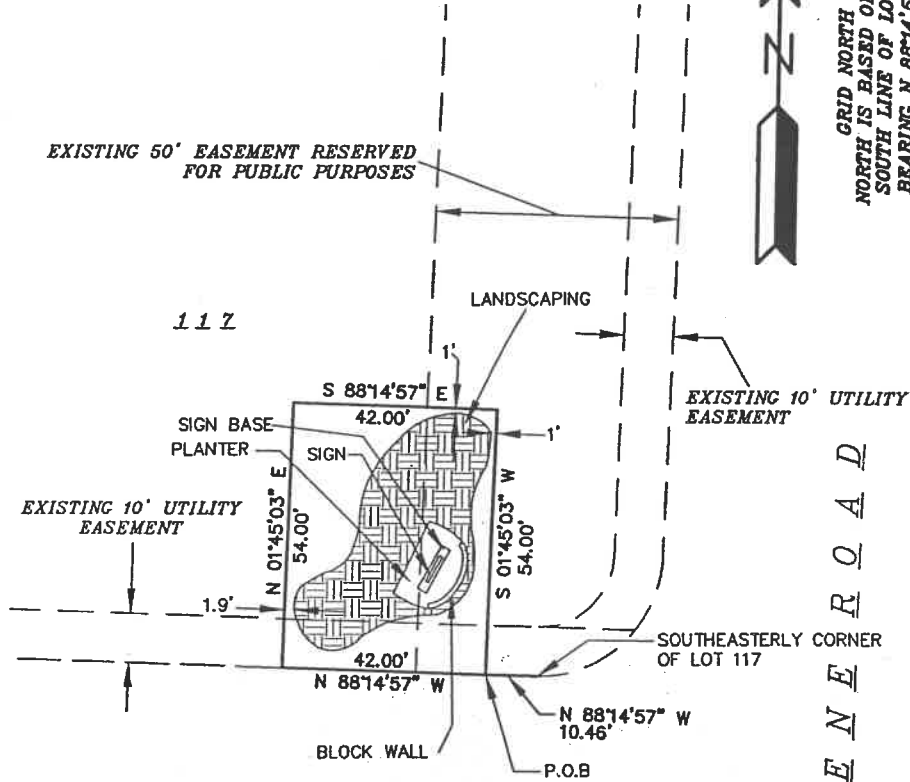
A private sign easement, fifty-two feet in width by seventy-five feet in length, over, under and across a part of Outlot 18 of Swan Creek of Nine Springs as recorded in Volume 57-194A of plats, on pages 819-824, as document number 3508534, Dane County Registry, also being part of the SW 1/4 of the SW 1/4 of Section 11, Township 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin, more particularly described as follows:

Commencing at the southwesterly corner of Outlot 18; thence South 88 degrees 26 minutes 34 seconds East along the south line of said Outlot 18, 7.26 feet to the point of beginning; thence North 01 degrees 33 minutes 26 seconds East, 75.00 feet; thence South 88 degrees 26 minutes 34 seconds East, 52.00 feet; thence South 01 degrees 33 minutes 26 seconds West, 75.00 feet; thence North 88 degrees 26 minutes 34 seconds West, 52.00 feet to the point of beginning. Said parcel contains 3,900 sq. ft. or 0.0895 acres.

# PRIVATE SIGN EASEMENT



GRID NORTH  
NORTH IS BASED ON THE  
SOUTH LINE OF LOT 117  
BEARING N 88°14'57" W



E A S T C H E R Y L  
P A R K W A Y

S Y N E R R O A D

**MAYO** corporation

ENGINEERS SURVEYORS ARCHITECTS PLANNERS  
600 GRAND CANYON DRIVE, MADISON, WI 53719-1044  
PHONE: (608) 833-0628 FAX: (608) 833-0746  
E-MAIL: info@mayocorporation.com

PLOT DATE: 01-05-04  
LAYOUT: EASEMENT  
M:\FL-08-03\Eafl08-2.DWG

FL-08-03  
SHEET 1 OF 1

### Private Sign Easement Description

A private sign easement, forty-two feet in width by fifty-four feet in length, over, under and across a part of Lot 117, First Addition to Swan Creek of Nine Springs as recorded in Volume 58-017B of plats, on pages 91-92, as document number 3672859, Dane County Registry, also being part of the NE 1/4 of the SW 1/4 of Section 11, Township 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin, more particularly described as follows:

Commencing at the southeasterly corner of said Lot 117; thence North 88 degrees 14 minutes 57 seconds West along the south line of said Lot 117, 10.46 feet to the point of beginning; thence continuing along said south line, North 88 degrees 14 minutes 57 seconds West, 42.00 feet; thence North 01 degree 45 minutes 03 seconds East, 54.00 feet; thence South 88 degrees 14 minutes 57 seconds East, 42.00 feet; thence South 01 degrees 45 minutes 03 seconds West, 54.00 feet to the point of beginning. This description contains 2,268 sq. ft. or 0.0521 acres.

## EXHIBIT B

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

|                     |         |                            |
|---------------------|---------|----------------------------|
| <u>060911340012</u> | LOT 001 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340122</u> | LOT 002 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340232</u> | LOT 003 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340342</u> | LOT 004 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340452</u> | LOT 005 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340562</u> | LOT 006 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340672</u> | LOT 007 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340782</u> | LOT 008 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340892</u> | LOT 009 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341002</u> | LOT 010 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341112</u> | LOT 011 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341222</u> | LOT 012 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341332</u> | LOT 013 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341442</u> | LOT 014 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341552</u> | LOT 015 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320062</u> | LOT 016 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320172</u> | LOT 017 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320282</u> | LOT 018 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320392</u> | LOT 019 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320502</u> | LOT 020 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320612</u> | LOT 021 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320722</u> | LOT 022 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320832</u> | LOT 023 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320942</u> | LOT 024 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321052</u> | LOT 025 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321162</u> | LOT 026 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321272</u> | LOT 027 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321382</u> | LOT 028 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321492</u> | LOT 029 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321602</u> | LOT 030 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321712</u> | LOT 031 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321822</u> | LOT 032 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321932</u> | LOT 033 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322042</u> | LOT 034 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322152</u> | LOT 035 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322262</u> | LOT 036 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322372</u> | LOT 037 | SWAN CREEK OF NINE SPRINGS |

|                     |         |                            |
|---------------------|---------|----------------------------|
| <u>060911322482</u> | LOT 038 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322592</u> | LOT 039 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322702</u> | LOT 040 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322812</u> | LOT 041 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322922</u> | LOT 042 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323032</u> | LOT 043 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323142</u> | LOT 044 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323252</u> | LOT 045 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323362</u> | LOT 046 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323472</u> | LOT 047 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323582</u> | LOT 048 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323692</u> | LOT 049 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323802</u> | LOT 050 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323912</u> | LOT 051 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341722</u> | LOT 052 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341832</u> | LOT 053 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341942</u> | LOT 054 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342052</u> | LOT 055 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342162</u> | LOT 056 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342272</u> | LOT 057 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342382</u> | LOT 058 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342492</u> | LOT 059 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324102</u> | LOT 060 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324212</u> | LOT 061 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324322</u> | LOT 062 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324432</u> | LOT 063 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324542</u> | LOT 064 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324652</u> | LOT 065 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324762</u> | LOT 066 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342672</u> | LOT 067 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342782</u> | LOT 068 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342892</u> | LOT 069 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343002</u> | LOT 070 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343112</u> | LOT 071 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343222</u> | LOT 072 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343332</u> | LOT 073 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343442</u> | LOT 074 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343552</u> | LOT 075 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343662</u> | LOT 076 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360072</u> | LOT 077 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360182</u> | LOT 078 | SWAN CREEK OF NINE SPRINGS |

|                     |         |                            |
|---------------------|---------|----------------------------|
| <u>060911360292</u> | LOT 079 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360402</u> | LOT 080 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360512</u> | LOT 081 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360622</u> | LOT 082 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343832</u> | LOT 083 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343942</u> | LOT 084 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344052</u> | LOT 085 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344162</u> | LOT 086 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344272</u> | LOT 087 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344382</u> | LOT 088 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344492</u> | LOT 089 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344602</u> | LOT 090 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344712</u> | LOT 091 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344822</u> | LOT 092 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344932</u> | LOT 093 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345042</u> | LOT 094 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345152</u> | LOT 095 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345262</u> | LOT 096 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345372</u> | LOT 097 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345482</u> | LOT 098 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345592</u> | LOT 099 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345702</u> | LOT 100 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345812</u> | LOT 101 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345922</u> | LOT 102 | SWAN CREEK OF NINE SPRINGS |
| <u>060911346032</u> | LOT 103 | SWAN CREEK OF NINE SPRINGS |
| <u>060911346142</u> | LOT 104 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360752</u> | LOT 105 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360862</u> | LOT 106 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360972</u> | LOT 107 | SWAN CREEK OF NINE SPRINGS |

060911347252 Outlot 18

Swan Creek of Nine Springs

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

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

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



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

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

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

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

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

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

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

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

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

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



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





DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
3983020

10/26/2004 02:51:36PM

Trans. Fee:  
Exempt #:

Rec. Fee: 33.00  
Pages: 12

Document No.

**AMENDED AND RESTATED DECLARATION OF  
EASEMENT FOR PRIVATE ROAD AND PUBLIC  
UTILITIES (OUTLOT 27)**

001250

Return to:  
Jon D. Becker  
Reinhart Boerner Van Deuren s.c.  
P.O. Box 2018  
Madison, WI 53701-2018

See attached  
Parcel Number

THIS AMENDED AND RESTATED DECLARATION OF EASEMENTS FOR PRIVATE ROAD AND PUBLIC UTILITIES (OUTLOT 27) (this "Outlot 27 Declaration") is executed as of this 26<sup>th</sup> day of October, 2004 by FITCHBURG LANDS, LLC ("Declarant") and by those persons signing below.

**RECITALS**

A. Declarant executed a Declaration of Easement for Private Roads and Public Utilities dated October 9, 2003 (the "Original Declaration"). The Original Declaration was recorded with the Dane County Register of Deeds on October 16, 2003 as Document No. 3828306.

B. The Original Declaration covered Lots 118 through 161, inclusive, Second Addition to Swan Creek of Nine Springs (the "Original Declaration Lots"). The Declarant has sold all of the Original Declaration Lots.

C. The Original Declaration: (1) created certain easement rights for private roadways; (2) provided for the formation of an owners association to administer and maintain the private roadways; (3) described the rights of the owners association to assess

12  
33

and collect charges related to the performance of its duties; and (4) contained various other provisions related to the private roadways. One private roadway consisted of Outlot 27, Second Addition to Swan Creek of Nine Springs ("Outlot 27 Roadway"). The other private roadway consisted of Outlot 28, Second Addition to Swan Creek of Nine Springs ("Outlot 28 Roadway").

D. The Declarant and the undersigned desire to divide the Original Declaration into two separate declarations with: (1) only those Original Declaration Lots that abut on the Outlot 27 Roadway being subject to the declaration that governs the Outlot 27 Roadway; and (2) only those Original Declaration Lots that abut on the Outlot 28 Roadway being subject to the declaration that governs the Outlot 28 Roadway.

E. Lots 118 through 135, inclusive, Second Addition to Swan Creek of Nine Springs (the "Outlot 27 Lots") abut on the Outlot 27 Roadway. Lots 136 through 161, inclusive, Second Addition to Swan Creek of Nine Springs (the "Outlot 28 Lots") abut on the Outlot 28 Roadway.

F. Contemporaneously with the execution and recording of this Outlot 27 Declaration, the Declarant and the undersigned are executing and recording an Amended and Restated Declaration of Easement for Private Road and Public Utilities (Outlot 28) (the "Outlot 28 Declaration") which covers the Outlot 28 Lots. This Outlot 27 Declaration and the Outlot 28 Declaration are designed to supersede and replace the Original Declaration.

## DECLARATION

1. Definitions. The terms set forth in this Section 1 shall have the following definitions:

(a) Association: Sassafras Drive Home Owners Association, Inc. and its successors and assigns.

(b) Municipality: The City of Fitchburg, Wisconsin.

(c) Outlot 27 Owner: The person or persons, including any business organization, having the power to convey the fee simple title to any of the Outlot 27 Lots.

2. Creation of Easements. The Outlot 27 Roadway shall be subject to the following easements, all of which shall be perpetual and nonexclusive:

(a) Vehicular and Pedestrian Access Easement. An easement for ingress and egress for the purpose of granting to all of the Outlot 27 Owners and their occupants, agents, employees, guests, licensees, and invitees vehicular and

pedestrian access across the Outlot 27 Roadway. Parking within the Outlot 27 Roadway shall be prohibited.

(b) Fire Department and Vehicular Access. An easement to the Municipality for emergency access by the local fire department or any other emergency services, and for ingress and egress for garbage trucks and other service vehicles for the purpose of granting the providers of these services vehicular and emergency access across the Outlot 27 Roadway.

(c) Utility Easement. A public utility easement for the purpose of permitting public utilities to install, lay, operate, repair and maintain underground pipes and conduits for cable television, gas and electric service under the surface of the Outlot 27 Roadway. Any public utility installing any improvements within the Outlot 27 Roadway shall restore the surface of the Outlot 27 Roadway to its condition existing prior to such installation.

3. Association Membership and Voting Rights.

(a) Members. Every Outlot 27 Owner shall automatically be deemed to be a member of the Sassafra Drive Home Owners Association, Inc., a Wisconsin nonprofit, nonstock corporation (which together with its successors and assigns, is referred to herein as the "Association"). The Association shall be governed in accordance with the Association's articles of incorporation and bylaws. Land contract vendees and not land contract vendors shall be members of the Association. The foregoing is not intended to include persons or entities that 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 Outlot 27 Lot that is subject to assessment.

(b) Voting Rights. The Association shall have one class of voting membership. The members shall be all of the Outlot 27 Owners. Members shall have one vote for each such Outlot 27 Lot owned. When more than one person holds any interest in any Outlot 27 Lot, all such persons shall be members. The vote for such Outlot 27 Lot shall be exercised as they among themselves determine.

4. Owners' Easements. The easements granted to the Outlot 27 Owners under this Outlot 27 Declaration shall be appurtenant to and shall pass with the title to the Outlot 27 Lots and any portion of the Outlot 27 Lots. The Outlot 27 Owners' easements created by this Outlot 27 Declaration shall be subject to the following:

(a) The right of the Association to establish reasonable rules regulating use of the Outlot 27 Roadway; and

(b) The right of the Association to dedicate or transfer all or any part of the Outlot 27 Roadway to any public agency, authority, or utility for such purposes, and subject to such conditions, as may be agreed to by the Declarant (or, if applicable, the Association). No such dedication or transfer shall be effective unless the public agency, authority, or utility agrees to accept it.

5. Obligations of the Association. The Association, subject to the rights of the Outlot 27 Owners set forth in this Outlot 27 Declaration, shall be responsible for enforcing this Outlot 27 Declaration, exercising exclusive management and control of the Outlot 27 Roadway, and keeping the Outlot 27 Roadway in good, clean, attractive, and sanitary condition, order, and repair (including timely removal of snow and ice, patching, repairing, resurfacing and street sweeping). The Association shall be governed in accordance with the Association's articles and bylaws or other governing documents.

6. Damage or Destruction of the Outlot 27 Roadway. If any portion of the Outlot 27 Roadway is damaged or destroyed by an Outlot 27 Owner, by any of the Outlot 27 Owner's guests, tenants, licensees, or agents, or by a member of the Outlot 27 Owner's family, the Outlot 27 Owner authorizes the Association to repair the damaged area. The Association shall have the right to repair the damaged area in a workmanlike manner in conformity 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 the repairs shall become a special charge on the Outlot 27 Lot of the Outlot 27 Owner.

7. General Annual Charges. All Outlot 27 Lots shall be subject to general annual charges, which may be determined and assessed annually by the Association, solely for defraying the prelitigation- and litigation-related costs and expenses (including actual attorney fees) of the Association in carrying out its stated purposes and functions and for maintaining and improving the Outlot 27 Roadway. The general charges shall be sufficient to raise an amount that, in the reasonable judgment of the Association and combined with amounts collectible from other users of the Outlot 27 Roadway, may be required to cover the expenses of the ensuing calendar year (including interest costs) and to establish a reasonable reserve for future roadway repairs and replacements. The general charge shall be divided and levied equally among all of the Outlot 27 Lots. Such charges shall be paid annually to the Association on or before March 1 of each year.

8. Special Charges. All Outlot 27 Lots shall be subject to special charges, which may be determined and assessed by the Association for the expenses described in Section 7, above, for which the general annual charges are inadequate.

9. Collection. The right to collect or enforce the collection of charges assessable to the Outlot 27 Owners is exclusively delegated to the Association. The owner of an Outlot 27 Lot, or any portion of an Outlot 27 Lot, shall be personally obligated to pay

charges that were assessed or accrued upon the land owned during the period of ownership. All charges that are unpaid when due shall from that date become and remain a lien upon the Outlot 27 Lot until paid, with interest on the charges from the due date of fifteen percent (15%) per annum until paid in full. The Association shall have the sole right to bring all actions and proceedings for the collection of the charges and for the enforcement of liens securing the charges. Any liens securing unpaid charges arising by virtue of this Outlot 27 Declaration shall be subject and subordinate to the lien of any first-lien mortgage whether the mortgage is executed or recorded before or after the creation of the liens. Nothing in this Outlot 27 Declaration shall prevent or impede the collection of lawful charges, taxes, or similar charges by the Municipality. The Association may commence a collection action against any Outlot 27 Owner personally obligated to pay the charges or an action to foreclose the lien for the charges against any Outlot 27 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 lien under chapter 779 of the Wisconsin Statutes. The Association shall, upon the written request of an Outlot 27 Owner or purchaser of any Lot, issue a Certificate of Status of Lien. If an attorney is retained to enforce any delinquent charges, reasonable attorneys' fees, title charges, court costs, and other costs incurred shall be added to and become a part of the charges.

10. Amendment. Until the termination of this Outlot 27 Declaration, this Outlot 27 Declaration may be amended by the recording of a written instrument executed by or on behalf of all of the following: (a) the owners of at least sixty percent (60%) of the voting rights described in Section 3(b); and (b) in the case of any amendment to Section 2(b) only, the Municipality; and (c) in case of any amendment to Section 2(c) only, any utility that has installed improvements within the Outlot 27 Roadway. In ascertaining the number of Outlot 27 Owners assenting to any such instrument, persons, including any business organizations, having the power to convey the fee simple title in a given Outlot 27 Lot shall constitute a unit having a single vote. Notwithstanding the foregoing, this Outlot 27 Declaration shall not be amended in a manner that would cause any of Outlot 27 Lots to cease to have access over the Outlot 27 Roadway to the rights of way known as Teaberry Lane, Sassafras Drive or Crinkle Root Drive without the consent of all of the Outlot 27 Owners.

11. Covenants Run with Land. All of the terms and conditions in this Outlot 27 Declaration, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by each owner and their respective successors and assigns as owners of the Outlot 27 Lots. The easements granted under Section 2(a) of this Outlot 27 Declaration are easements appurtenant to the Outlot 27 Lots and may not be transferred separately from, or severed from, title to the Outlot 27 Lots. Furthermore, the benefits of the easements granted under Section 2(a) shall not be extended to any properties other than the Outlot 27 Lots without the consent of the Outlot 27 Owners of all of the Outlot 27 Lots. Each Outlot 27 Owner shall cease to have further liability under this Outlot 27 Declaration with respect to facts or circumstances first arising after the



Outlot 27 Owner has transferred its fee simple interest in an Outlot 27 Lot, except, however, for such obligations as accrued during the Outlot 27 Owner's period of ownership of fee title to the Lot.

12. Non-Use. Non-use or limited use of the easement rights granted in this Declaration shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Outlot 27 Declaration.

13. Governing Law. This Outlot 27 Declaration shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

14. Notices. All notices to any Outlot 27 Owner under this Outlot 27 Declaration shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Any Outlot 27 Owner may change its address for notice by providing written notice to the Association.

15. Invalidity. If any term or condition of this Outlot 27 Declaration, or the application of this Outlot 27 Declaration to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Outlot 27 Declaration, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

16. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Outlot 27 Declaration shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Outlot 27 Declaration.

17. No Public Dedication. Nothing in this Outlot 27 Declaration shall be deemed to be a gift or dedication of any portion of the easements granted under this Outlot 27 Declaration to the general public or for any public purpose whatsoever (except to the extent dedication occurs as provided in Section 4(b)). The Association may take such measures as it may deem necessary to prevent the dedication to the public of the Outlot 27 Roadway, whether by express grant, implication, or prescription, including, without limitation, the posting of "Private Road," "No Through Traffic" or "No Trespassing" signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Outlot 27 Declaration.

18. Effect on Original Declaration. This Outlot 27 Declaration and the Outlot 28 Declaration supersede and replace the Original Declaration, and the Original Declaration

shall have no further force or effect.

19. Nonforfeiture. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any Outlot 27 Lot.

20. Attorneys' Fees. If any action or suit is brought to enforce the provisions of this Outlot 27 Declaration, the party who prevails in the action or suit shall be entitled to recover its court costs and attorneys' fees from the other party.

FITCHBURG LANDS, LLC ("Declarant")

By: Sveum Enterprises, Ltd., Manager

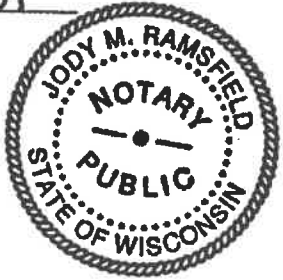
By: *[Signature]*  
Phillip A. Sveum, President

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
                                                          )ss.  
COUNTY OF DANE      )

Personally came before me this 22nd day of October, 2004, the above-named Phillip A. Sveum, and 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.

*[Signature]*  
Name: Jody M. Ramsfield  
Notary Public, State of Wisconsin  
My Commission Expires: 11/24/04



This document was drafted by:

Jon D. Becker  
Reinhart Boerner Van Deuren s.c.  
22 East Mifflin Street  
P.O. Box 2018  
Madison, WI 53701-2018  
(608) 229-2200

OWNER OF LOTS 119, 120, 122-124,  
126-135, SECOND ADDITION TO SWAN  
CREEK OF NINE SPRINGS:

ARNETT HOLDING AND INVESTMENTS, LLC

By: [Signature]  
A.J. Arnett, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF DANE )

Personally came before me this 18 day of October, 2004,  
the above-named A.J. Arnett, who executed the foregoing instrument, and acknowledged the  
same.

[Signature]  
Name: Dawn Jenkin  
Notary Public, State of Wisconsin  
My Commission: 10-5-08

CONSENT

The undersigned, as holder of one or more mortgages owned by the owner 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.

McFARLAND STATE BANK

By: [Signature]  
Name: James E. Walker  
Title: S. P.

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF DANE )

Personally came before me this 21<sup>st</sup> day of October, 2004, the  
above-named James E. Walker, who executed the foregoing instrument, and  
acknowledged the same.

[Signature]  
Name: Kathy J. Jasensky  
Notary Public, State of Wisconsin  
My Commission: Exp. 6-4-06

OWNER OF LOTS 119, 120, 122-124,  
126-135, SECOND ADDITION TO SWAN  
CREEK OF NINE SPRINGS:

ARNETT HOLDING AND INVESTMENTS, LLC

By: [Signature]  
A.J. Arnett, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
                                  ) SS  
COUNTY OF DANE )

Personally came before me this 18 day of October, 2004, the  
above-named A.J. Arnett, who executed the foregoing instrument, and acknowledged the same.

[Signature]  
Name: Dawn Jenkin  
Notary Public, State of Wisconsin  
My Commission: 10-5-08

CONSENT

The undersigned, as holder of one or more mortgages owned by the owner 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.

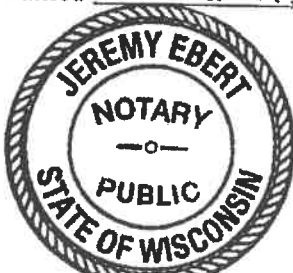
MONONA STATE BANK

By: [Signature]  
Name: TEO GONDREK  
Title: BUSINESS BANKING OFFICER

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
                                  ) SS  
COUNTY OF DANE )

Personally came before me this 21st day of October, 2004, the  
above-named individual, who executed the foregoing instrument, and acknowledged the  
same.



[Signature]  
Name: Jeremy Ebert  
Notary Public, State of Wisconsin  
My Commission: October 5, 2008

OWNER OF LOTS 144, 153-155, 158,  
160, SECOND ADDITION TO SWAN  
CREEK OF NINE SPRINGS:

NELSON GENERAL CONTRACTORS, LLC

By: [Signature]  
Todd Nelson, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF DANE )

Personally came before me this 13<sup>th</sup> day of October, 2004, the  
above-named Todd Nelson, who executed the foregoing instrument, and acknowledged the  
same.



[Signature]  
Name: Kelley Still  
Notary Public, State of Wisconsin  
My Commission: 10-17-08

CONSENT

The undersigned, as holder of one or more mortgages owned by the owner 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.

ANCHOR BANK, FSB

By: [Signature]  
Name: Edward W. Kinney  
Title: Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) SS  
COUNTY OF DANE )

Personally came before me this 21<sup>st</sup> day of October, 2004, the  
above-named Edward W. Kinney, who executed the foregoing instrument, and  
acknowledged the same.

[Signature]  
Name: Chawn Jenka  
Notary Public, State of Wisconsin  
My Commission: 10-5-08

OWNER OF LOTS 146,156, 161,  
SECOND ADDITION TO SWAN  
CREEK OF NINE SPRINGS:

BINGER ROOFING & SIDING, LLC

By: Timothy J. Binger  
Tim Binger

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
                                  ) SS  
COUNTY OF DANE )

Personally came before me this 20 day of September, 2004, the above-named Timothy Binger, who executed the foregoing instrument, and acknowledged the same.

Dawn Jenkin  
Name: DAWN JENKIN  
Notary Public, State of Wisconsin  
My Commission: 10-5-03

CONSENT

The undersigned, as holder of one or more mortgages owned by the owner 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.

JOHNSON BANK

By: Julia Voss  
Name: Julia Voss  
Title: AVP

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
                                  ) SS  
COUNTY OF DANE )

Personally came before me this 21 day of October, 2004, the above-named individually, who executed the foregoing instrument, and acknowledged the same.

Margaret A. Landphier  
Name: Margaret A. Landphier  
Notary Public, State of Wisconsin  
My Commission: 4/08 12/25/05

## Exhibit A

## Parcel Nos.:

|                     |         |                                            |          |
|---------------------|---------|--------------------------------------------|----------|
| <u>060911261082</u> | LOT 118 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911261192</u> | LOT 119 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911261302</u> | LOT 120 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911261412</u> | LOT 121 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911261522</u> | LOT 122 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911261632</u> | LOT 123 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911261742</u> | LOT 124 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911261852</u> | LOT 125 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911261962</u> | LOT 126 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911262072</u> | LOT 127 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911262182</u> | LOT 128 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911262292</u> | LOT 129 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911262402</u> | LOT 130 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911262512</u> | LOT 131 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911262622</u> | LOT 132 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911262732</u> | LOT 133 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911262842</u> | LOT 134 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911262952</u> | LOT 135 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |





DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
3983019

10/26/2004 02:51:36PM

Trans. Fee:  
Exempt #:

Rec. Fee: 33.00  
Pages: 12

Document No.

**AMENDED AND RESTATED DECLARATION OF  
EASEMENT FOR PRIVATE ROAD AND PUBLIC  
UTILITIES (OUTLOT 28)**

001238

Return to:  
Jon D. Becker  
Reinhart Boerner Van Deuren s.c.  
P.O. Box 2018  
Madison, WI 53701-2018

See attached  
Parcel Number

THIS AMENDED AND RESTATED DECLARATION OF EASEMENTS FOR PRIVATE ROAD AND PUBLIC UTILITIES (OUTLOT 28) (this "Outlot 28 Declaration") is executed as of this 25<sup>th</sup> day of October, 2004 by FITCHBURG LANDS, LLC ("Declarant") and by those persons signing below.

**RECITALS**

A. Declarant executed a Declaration of Easement for Private Roads and Public Utilities dated October 9, 2003 (the "Original Declaration"). The Original Declaration was recorded with the Dane County Register of Deeds on October 16, 2003 as Document No. 3828306.

B. The Original Declaration covered Lots 118 through 161, inclusive, Second Addition to Swan Creek of Nine Springs (the "Original Declaration Lots"). The Declarant has sold all of the Original Declaration Lots.

C. The Original Declaration: (1) created certain easement rights for private roadways; (2) provided for the formation of an owners association to administer and maintain the private roadways; (3) described the rights of the owners association to assess

12  
33

and collect charges related to the performance of its duties; and (4) contained various other provisions related to the private roadways. One private roadway consisted of Outlot 27, Second Addition to Swan Creek of Nine Springs ("Outlot 27 Roadway"). The other private roadway consisted of Outlot 28, Second Addition to Swan Creek of Nine Springs ("Outlot 28 Roadway").

D. The Declarant and the undersigned desire to divide the Original Declaration into two separate declarations with: (1) only those Original Declaration Lots that abut on the Outlot 27 Roadway being subject to the declaration that governs the Outlot 27 Roadway; and (2) only those Original Declaration Lots that abut on the Outlot 28 Roadway being subject to the declaration that governs the Outlot 28 Roadway.

E. Lots 118 through 135, inclusive, Second Addition to Swan Creek of Nine Springs (the "Outlot 27 Lots") abut on the Outlot 27 Roadway. Lots 136 through 161, inclusive, Second Addition to Swan Creek of Nine Springs (the "Outlot 28 Lots") abut on the Outlot 28 Roadway.

F. Contemporaneously with the execution and recording of this Outlot 28 Declaration, the Declarant and the undersigned are executing and recording an Amended and Restated Declaration of Easement for Private Road and Public Utilities (Outlot 27) (the "Outlot 27 Declaration") which covers the Outlot 27 Lots. The Outlot 27 Declaration and this Outlot 28 Declaration are designed to supersede and replace the Original Declaration.

## DECLARATION

1. Definitions. The terms set forth in this Section 1 shall have the following definitions:

(a) Association: The Teaberry Lane Home Owners Association, Inc. and its successors and assigns.

(b) Municipality: The City of Fitchburg, Wisconsin.

(c) Outlot 28 Owner: The person or persons, including any business organization, having the power to convey the fee simple title to any of the Outlot 28 Lots.

2. Creation of Easements. The Outlot 28 Roadway shall be subject to the following easements, all of which shall be perpetual and nonexclusive:

(a) Vehicular and Pedestrian Access Easement. An easement for ingress and egress for the purpose of granting to all of the Outlot 28 Owners and their occupants, agents, employees, guests, licensees, and invitees vehicular and

pedestrian access across the Outlot 28 Roadway. Parking within the Outlot 28 Roadway shall be prohibited.

(b) Fire Department and Vehicular Access. An easement to the Municipality for emergency access by the local fire department or any other emergency services, and for ingress and egress for garbage trucks and other service vehicles for the purpose of granting the providers of these services vehicular and emergency access across the Outlot 28 Roadway.

(c) Utility Easement. A public utility easement for the purpose of permitting public utilities to install, lay, operate, repair and maintain underground pipes and conduits for cable television, gas and electric service under the surface of the Outlot 28 Roadway. Any public utility installing any improvements within the Outlot 28 Roadway shall restore the surface of the Outlot 28 Roadway to its condition existing prior to such installation.

3. Association Membership and Voting Rights.

(a) Members. Every Outlot 28 Owner shall automatically be deemed to be a member of the Teaberry Lane Home Owners Association, Inc., a Wisconsin nonprofit, nonstock corporation (which together with its successors and assigns, is referred to herein as the "Association"). The Association shall be governed in accordance with the Association's articles of incorporation and bylaws. Land contract vendees and not land contract vendors shall be members of the Association. The foregoing is not intended to include persons or entities that 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 Outlot 28 Lot that is subject to assessment.

(b) Voting Rights. The Association shall have one class of voting membership. The members shall be all of the Outlot 28 Owners. Members shall have one vote for each such Outlot 28 Lot owned. When more than one person holds any interest in any Outlot 28 Lot, all such persons shall be members. The vote for such Outlot 28 Lot shall be exercised as they among themselves determine.

4. Owners' Easements. The easements granted to the Outlot 28 Owners under this Outlot 28 Declaration shall be appurtenant to and shall pass with the title to the Outlot 28 Lots and any portion of the Outlot 28 Lots. The Outlot 28 Owners' easements created by this Outlot 28 Declaration shall be subject to the following:

(a) The right of the Association to establish reasonable rules regulating use of the Outlot 28 Roadway; and

(b) The right of the Association to dedicate or transfer all or any part of the Outlot 28 Roadway to any public agency, authority, or utility for such purposes, and subject to such conditions, as may be agreed to by the Declarant (or, if applicable, the Association). No such dedication or transfer shall be effective unless the public agency, authority, or utility agrees to accept it.

5. Obligations of the Association. The Association, subject to the rights of the Outlot 28 Owners set forth in this Outlot 28 Declaration, shall be responsible for enforcing this Outlot 28 Declaration, exercising exclusive management and control of the Outlot 28 Roadway, and keeping the Outlot 28 Roadway in good, clean, attractive, and sanitary condition, order, and repair (including timely removal of snow and ice, patching, repairing, resurfacing and street sweeping). The Association shall be governed in accordance with the Association's articles and bylaws or other governing documents.

6. Damage or Destruction of the Outlot 28 Roadway. If any portion of the Outlot 28 Roadway is damaged or destroyed by an Outlot 28 Owner, by any of the Outlot 28 Owner's guests, tenants, licensees, or agents, or by a member of the Outlot 28 Owner's family, the Outlot 28 Owner authorizes the Association to repair the damaged area. The Association shall have the right to repair the damaged area in a workmanlike manner in conformity 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 the repairs shall become a special charge on the Outlot 28 Lot of the Outlot 28 Owner.

7. General Annual Charges. All Outlot 28 Lots shall be subject to general annual charges, which may be determined and assessed annually by the Association, solely for defraying the prelitigation- and litigation-related costs and expenses (including actual attorney fees) of the Association in carrying out its stated purposes and functions and for maintaining and improving the Outlot 28 Roadway. The general charges shall be sufficient to raise an amount that, in the reasonable judgment of the Association and combined with amounts collectible from other users of the Outlot 28 Roadway, may be required to cover the expenses of the ensuing calendar year (including interest costs) and to establish a reasonable reserve for future roadway repairs and replacements. The general charge shall be divided and levied equally among all of the Outlot 28 Lots. Such charges shall be paid annually to the Association on or before March 1 of each year.

8. Special Charges. All Outlot 28 Lots shall be subject to special charges, which may be determined and assessed by the Association for the expenses described in Section 7, above, for which the general annual charges are inadequate.

9. Collection. The right to collect or enforce the collection of charges assessable to the Outlot 28 Owners is exclusively delegated to the Association. The owner of an Outlot 28 Lot, or any portion of an Outlot 28 Lot, shall be personally obligated to pay

charges that were assessed or accrued upon the land owned during the period of ownership. All charges that are unpaid when due shall from that date become and remain a lien upon the Outlot 28 Lot until paid, with interest on the charges from the due date of fifteen percent (15%) per annum until paid in full. The Association shall have the sole right to bring all actions and proceedings for the collection of the charges and for the enforcement of liens securing the charges. Any liens securing unpaid charges arising by virtue of this Outlot 28 Declaration shall be subject and subordinate to the lien of any first-lien mortgage whether the mortgage is executed or recorded before or after the creation of the liens. Nothing in this Outlot 28 Declaration shall prevent or impede the collection of lawful charges, taxes, or similar charges by the Municipality. The Association may commence a collection action against any Outlot 28 Owner personally obligated to pay the charges or an action to foreclose the lien for the charges against any Outlot 28 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 lien under chapter 779 of the Wisconsin Statutes. The Association shall, upon the written request of an Outlot 28 Owner or purchaser of any Lot, issue a Certificate of Status of Lien. If an attorney is retained to enforce any delinquent charges, reasonable attorneys' fees, title charges, court costs, and other costs incurred shall be added to and become a part of the charges.

10. Amendment. Until the termination of this Outlot 28 Declaration, this Outlot 28 Declaration may be amended by the recording of a written instrument executed by or on behalf of all of the following: (a) the owners of at least sixty percent (60%) of the voting rights described in Section 3(b); and (b) in the case of any amendment to Section 2(b) only, the Municipality; and (c) in case of any amendment to Section 2(c) only, any utility that has installed improvements within the Outlot 28 Roadway. In ascertaining the number of Outlot 28 Owners assenting to any such instrument, persons, including any business organizations, having the power to convey the fee simple title in a given Outlot 28 Lot shall constitute a unit having a single vote. Notwithstanding the foregoing, this Outlot 28 Declaration shall not be amended in a manner that would cause any of the Outlot 28 Lots to cease to have access over the Outlot 28 Roadway to the rights-of-way commonly known as Day Lily Place, Teaberry Lane or Crinkle Root Drive without the consent of all of the Outlot 28.

11. Covenants Run with Land. All of the terms and conditions in this Outlot 28 Declaration, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by each owner and their respective successors and assigns as owners of the Outlot 28 Lots. The easements granted under Section 2(a) of this Outlot 28 Declaration are easements appurtenant to the Outlot 28 Lots and may not be transferred separately from, or severed from, title to the Outlot 28 Lots. Furthermore, the benefits of the easements granted under Section 2(a) shall not be extended to any properties other than the Outlot 28 Lots without the consent of the Outlot 28 Owners of all of the Outlot 28 Lots. Each Outlot 28 Owner shall cease to have further liability under this Outlot 28 Declaration with respect to facts or circumstances first arising after the

Outlot 28 Owner has transferred its fee simple interest in an Outlot 28 Lot, except, however, for such obligations as accrued during the Outlot 28 Owner's period of ownership of fee title to the Lot.

12. Non-Use. Non-use or limited use of the easement rights granted in this Declaration shall not prevent the benefiting party from later use of the easement rights to the fullest extent authorized in this Outlot 28 Declaration.

13. Governing Law. This Outlot 28 Declaration shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

14. Notices. All notices to any Outlot 28 Owner under this Outlot 28 Declaration shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Any Outlot 28 Owner may change its address for notice by providing written notice to the Association.

15. Invalidity. If any term or condition of this Outlot 28 Declaration, or the application of this Outlot 28 Declaration to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Outlot 28 Declaration, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

16. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Outlot 28 Declaration shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Outlot 28 Declaration.

17. No Public Dedication. Nothing in this Outlot 28 Declaration shall be deemed to be a gift or dedication of any portion of the easements granted under this Outlot 28 Declaration to the general public or for any public purpose whatsoever (except to the extent dedication occurs as provided in Section 4(b)). The Association may take such measures as it may deem necessary to prevent the dedication to the public of the Outlot 28 Roadway, whether by express grant, implication, or prescription, including, without limitation, the posting of "Private Road," "No Through Traffic" or "No Trespassing" signs. Such measures shall not, however, unreasonably interfere with the easement rights granted under this Outlot 28 Declaration.

18. Effect on Original Declaration. This Outlot 28 Declaration and the Outlot 27 Declaration supersede and replace the Original Declaration, and the Original Declaration

shall have no further force or effect.

19. Nonforfeiture. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any Outlot 28 Lot.

20. Attorneys' Fees. If any action or suit is brought to enforce the provisions of this Outlot 28 Declaration, the party who prevails in the action or suit shall be entitled to recover its court costs and attorneys' fees from the other party.

FITCHBURG LANDS, LLC ("Declarant")

By: Sveum Enterprises, Ltd., Manager

By: [Signature]  
Phillip A. Sveum, President

ACKNOWLEDGMENT

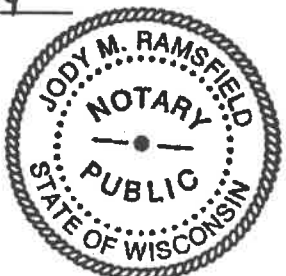
STATE OF WISCONSIN )  
 )ss.  
COUNTY OF DANE )

Personally came before me this 22<sup>nd</sup> day of October, 2004, the above-named Phillip A. Sveum, and 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.

[Signature]  
Name: Jody M. Ramsfield  
Notary Public State of Wisconsin  
My Commission Expires: 11/24/04

This document was drafted by:

Jon D. Becker  
Reinhart Boerner Van Deuren s.c.  
22 East Mifflin Street  
P.O. Box 2018  
Madison, WI 53701-2018  
(608) 229-2200



001245

OWNER OF LOTS 119, 120, 122-124,  
126-135, SECOND ADDITION TO SWAN  
CREEK OF NINE SPRINGS:

ARNETT HOLDING AND INVESTMENTS, LLC

By: [Signature]  
A.J. Arnett, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN    )  
                                      ) SS  
COUNTY OF DANE        )

Personally came before me this 18 day of October, 2004,  
the above-named A.J. Arnett, who executed the foregoing instrument, and acknowledged the  
same.

[Signature]  
Name: Dawn Jerkin  
Notary Public, State of Wisconsin  
My Commission: 10-5-08

CONSENT

The undersigned, as holder of one or more mortgages owned by the owner 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.

McFARLAND STATE BANK

By: [Signature]  
Name: James E. Walker  
Title: S.U.P.

ACKNOWLEDGMENT

STATE OF WISCONSIN    )  
                                      ) SS  
COUNTY OF DANE        )

Personally came before me this 21<sup>st</sup> day of October, 2004, the  
above-named James E. Walker who executed the foregoing instrument, and  
acknowledged the same.

[Signature]  
Name: Kathy J. Jasensky  
Notary Public, State of Wisconsin  
My Commission: Exp. 10-4-06





OWNER OF LOTS 144,153-155, 158,  
160, SECOND ADDITION TO SWAN  
CREEK OF NINE SPRINGS:

NELSON GENERAL CONTRACTORS, LLC

By: [Signature]  
Todd Nelson, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
                                  ) SS  
COUNTY OF DANE     )

Personally came before me this 13<sup>th</sup> day of October, 2004, the above-named Todd Nelson, who executed the foregoing instrument, and acknowledged the same.



[Signature]  
Name: Kelley Still  
Notary Public, State of Wisconsin  
My Commission: 10-17-08

CONSENT

The undersigned, as holder of one or more mortgages owned by the owner 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.

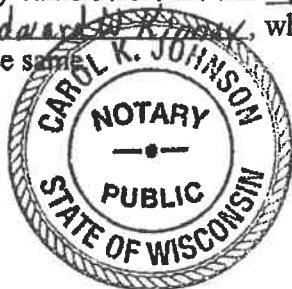
ANCHOR BANK, FSB

By: [Signature]  
Name: Edward W. Finnegan  
Title: Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
                                  ) SS  
COUNTY OF DANE     )

Personally came before me this 21<sup>st</sup> day of October, 2004, the above-named Edward W. Finnegan, who executed the foregoing instrument, and acknowledged the same.



[Signature]  
Name: Carol K. Johnson  
Notary Public, State of Wisconsin  
My Commission: 01-21-07

OWNER OF LOTS 146,156, 161,  
SECOND ADDITION TO SWAN  
CREEK OF NINE SPRINGS:

BINGER ROOFING & SIDING, LLC

By: [Signature]  
Tim Binger, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
                                          ) SS  
COUNTY OF DANE   )

Personally came before me this 20 day of September, 2004, the above-named Timothy Binger who executed the foregoing instrument, and acknowledged the same.

[Signature]  
Name: Dawn Jensen  
Notary Public, State of Wisconsin  
My Commission: 10-5-08

CONSENT

The undersigned, as holder of one or more mortgages owned by the owner 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.

JOHNSON BANK

By: [Signature]  
Name: Julia Voss  
Title: AVP

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
                                          ) SS  
COUNTY OF DANE   )

Personally came before me this 21 day of October, 2004, the above-named individually who executed the foregoing instrument, and acknowledged the same.

[Signature]  
Name: Margaret A Landphier  
Notary Public, State of Wisconsin  
My Commission: 6-18-2005

## Exhibit A

## Parcel Nos.:

|                     |         |                                            |          |
|---------------------|---------|--------------------------------------------|----------|
| <u>060911263062</u> | LOT 136 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911263172</u> | LOT 137 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911263282</u> | LOT 138 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911263392</u> | LOT 139 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911263502</u> | LOT 140 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911263612</u> | LOT 141 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911263722</u> | LOT 142 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911263832</u> | LOT 143 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911263942</u> | LOT 144 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911264052</u> | LOT 145 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911264162</u> | LOT 146 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911264272</u> | LOT 147 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911264382</u> | LOT 148 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911264492</u> | LOT 149 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911264602</u> | LOT 150 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911264712</u> | LOT 151 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911264821</u> | LOT 152 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911264932</u> | LOT 153 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911265042</u> | LOT 154 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911265152</u> | LOT 155 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911265262</u> | LOT 156 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911265372</u> | LOT 157 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911265482</u> | LOT 158 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911265592</u> | LOT 159 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911265702</u> | LOT 160 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |
| <u>060911265812</u> | LOT 161 | SWAN CREEK OF NINE SPRINGS-SECOND ADDITION | SUBD/CEM |







DOCUMENT #  
4010931

01/11/2005 03:52:14PM

Trans. Fee:  
Exempt #:

Rec. Fee: 53.00  
Pages: 22

Document No.

## DECLARATION OF EASEMENTS

(Signage)

002029

THIS DECLARATION OF EASEMENTS (this "Declaration") is executed this 19<sup>th</sup> day of August, 2004, by FITCHBURG LANDS, LLC ("Developer").

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

### RECITALS:

See Exhibit B  
Parcel Numbers

A. Developer is the owner of lands described as Lot 117, First Addition to Swan Creek of Nine Springs, and Outlot 18, Swan Creek of Nine Springs, in the City of Fitchburg, Dane County, Wisconsin (collectively the "Properties"). Lot 117, First Addition to Swan Creek of Nine Springs formerly was part of Outlot 6, Swan Creek of Nine Springs.

B. Pursuant to Exhibit C of the Declaration (as defined below), Developer desires to grant easements over portions of the Properties, which portions are described on Exhibit A attached hereto and made a part hereof (the "Easement Areas"), to the Swan Creek of Nine Springs Owners Association, Inc., a Wisconsin nonprofit, nonstock corporation (the "Association").

NOW, THEREFORE, Developer does hereby declare that:

1. Creation of Easements. Developer hereby grants to the Association, for the benefit of the Benefitted Lots and Condominium Units (as defined in Section 2, below), over each of the Easement Areas, an easement for the erection, placement, illumination and maintenance of a sign identifying the Swan Creek of Nine Springs subdivision. Each such sign shall comply with all requirements of the Declaration of



Protective Covenants for Lots 1 through 107, inclusive, executed by Developer, and recorded as Document No. 3584036, as amended (the "Declaration") and with all applicable City of Fitchburg ordinances.

2. Beneficiaries. The easements created in Section 1, above shall be appurtenant to, and benefit, Lots 1 through 107, inclusive, Swan Creek of Nine Springs; 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; 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; Units 1 through 21, Aster Meadows at Swan Creek, a Condominium; and Lots 172 through 315, inclusive, Third Addition to Swan Creek of Nine Springs; all acting by and through the Swan Creek of Nine Springs Owners Association, Inc. or its successors and assigns, and shall also benefit any other lands that may in the future be subjected to the Declaration. The beneficiaries of the above easements, acting through the Association, shall be responsible for maintaining the Easement Areas in a good, clean, attractive condition. All benefited lots listed in this Section 2 are referred to herein as "Benefited Lots." All benefited condominium units listed in this Section 2 are referred to herein as "Benefited Units."

3. Common Area. The easements created in Section 1, above are hereby declared to be "Common Area" as such term is defined in the Declaration.

4. Severability. Invalidation of any one of the terms hereof by judgment or court order shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

5. Nonforfeiture. Any violation of this Declaration shall not result in a forfeiture or reversion of title to any of the lands subject to the easements created in Section 1.

6. Successors and Assigns. The burdens of this Declaration shall run with the land and shall bind the owners of the lands described in Section 1. 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.

7. 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.

8. Amendment. As long as Developer continues to own any interest in any of the lands comprising Swan Creek of Nine Springs, or additions thereto, this Declaration may be amended or terminated by an instrument signed by:

(a) Developer; and

(b) Persons controlling 60% of the Benefited Lots and Benefited Units, above. In the case of any condominium unit, the person controlling the condominium unit shall be the association of condominium unit owners. In the case of Lots 1 through 107, Swan Creek of Nine Springs, and any other lots that may be subjected to the Declaration, the person controlling such lots shall be the Swan Creek of Nine Springs Owners Association, Inc. or its successors and assigns. In the case of any lots within Swan Creek of Nine Springs that may be designated in the future by Developer in a written, recorded document pursuant to section 2, above as lots that shall benefit from the easements described in Section 1, the person controlling such lots shall be the association of owners of such lots, if such an association is designated by Developer in such written recorded document; otherwise, the persons controlling such lots shall be the owners of the fee simple interest therein.

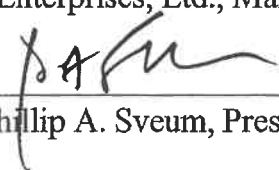
If, however, Developer ceases to own any interest in any of the lands comprising Swan Creek of Nine Springs, or additions thereto, then this Declaration may be amended or terminated by an instrument signed by persons controlling 60% of the Benefited Lots and Benefited Units.

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

DEVELOPER:

FITCHBURG LANDS, LLC

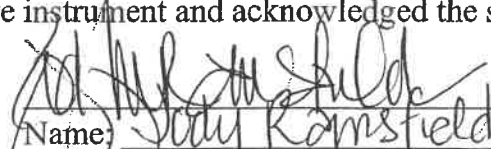
By: Sveum Enterprises, Ltd., Manager

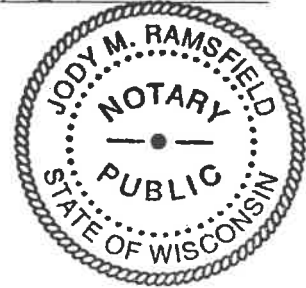
By:   
Phillip A. Sveum, President

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

Personally came before me this 19<sup>th</sup> day of November, 2004, the  
above-named Phillip A. Sveum, to me known to be the president of Sveum  
Enterprises, Ltd., who executed the above instrument and acknowledged the same.

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



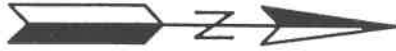
This instrument was drafted by:

Jesse S. Ishikawa  
Reinhart Boerner Van Deuren, s.c.  
P.O. Box 2018  
Madison, WI 53701-2018  
Telephone: (608) 229-2200

EXHIBIT A

Map showing signage areas on Outlot 6, Swan Creek of Nine Springs and on Lot 117, First Addition to Swan Creek of Nine Springs.

# PRIVATE SIGN EASEMENT

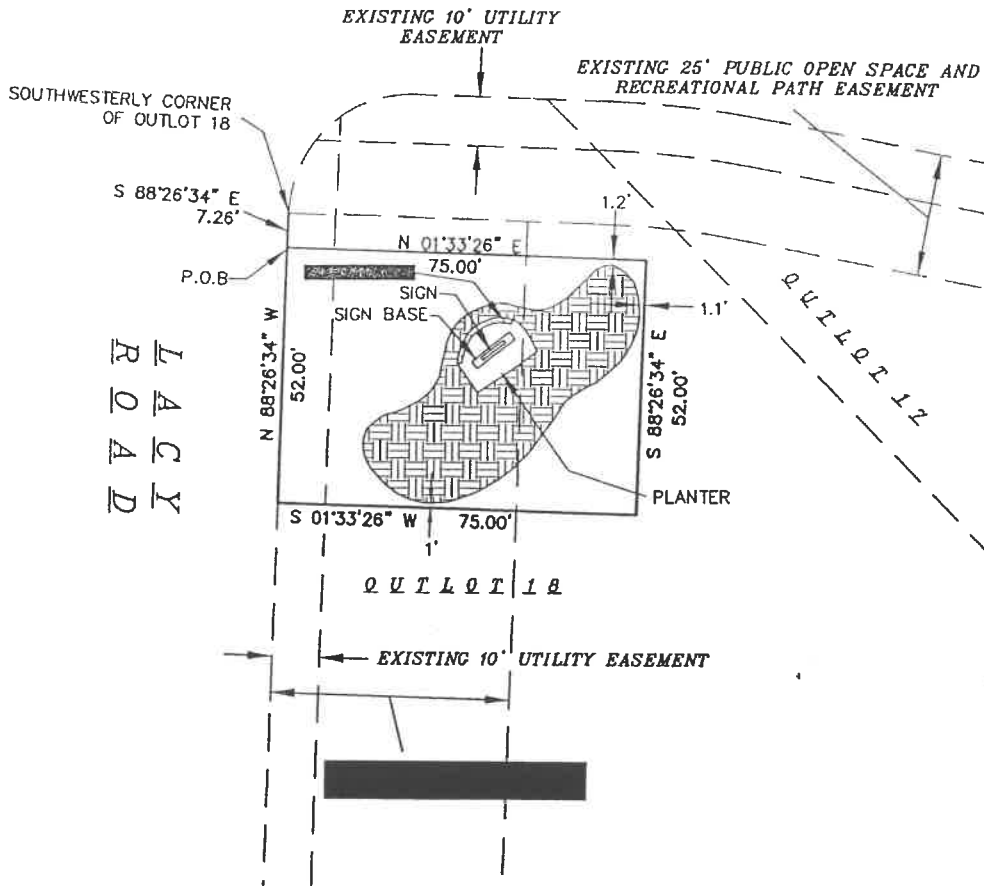


GRID NORTH  
NORTH IS BASED ON THE SOUTH LINE OF  
OUTLOT 18 BEARING N 88°26'34" W



SCALE : ONE INCH = THIRTY FEET

S U N F L O W E R  
D R I V E



**MAYO** corporation

ENGINEERS SURVEYORS ARCHITECTS PLANNERS  
600 GRAND CANYON DRIVE, MADISON, WI 53719-1044  
PHONE: (608) 833-0628 FAX: (608) 833-0746  
E-MAIL: [Info@mayocorporation.com](mailto:Info@mayocorporation.com)

### Private Sign Easement Description

A private sign easement, fifty-two feet in width by seventy-five feet in length, over, under and across a part of Outlot 18 of Swan Creek of Nine Springs as recorded in Volume 57-194A of plats, on pages 819-824, as document number 3508534, Dane County Registry, also being part of the SW 1/4 of the SW 1/4 of Section 11, Township 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin, more particularly described as follows:

Commencing at the southwesterly corner of Outlot 18; thence South 88 degrees 26 minutes 34 seconds East along the south line of said Outlot 18, 7.26 feet to the point of beginning; thence North 01 degrees 33 minutes 26 seconds East, 75.00 feet; thence South 88 degrees 26 minutes 34 seconds East, 52.00 feet; thence South 01 degrees 33 minutes 26 seconds West, 75.00 feet; thence North 88 degrees 26 minutes 34 seconds West, 52.00 feet to the point of beginning. Said parcel contains 3,900 sq. ft. or 0.0895 acres.

## EXHIBIT B

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

|                     |         |                            |
|---------------------|---------|----------------------------|
| <u>060911340012</u> | LOT 001 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340122</u> | LOT 002 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340232</u> | LOT 003 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340342</u> | LOT 004 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340452</u> | LOT 005 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340562</u> | LOT 006 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340672</u> | LOT 007 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340782</u> | LOT 008 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340892</u> | LOT 009 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341002</u> | LOT 010 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341112</u> | LOT 011 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341222</u> | LOT 012 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341332</u> | LOT 013 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341442</u> | LOT 014 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341552</u> | LOT 015 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320062</u> | LOT 016 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320172</u> | LOT 017 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320282</u> | LOT 018 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320392</u> | LOT 019 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320502</u> | LOT 020 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320612</u> | LOT 021 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320722</u> | LOT 022 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320832</u> | LOT 023 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320942</u> | LOT 024 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321052</u> | LOT 025 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321162</u> | LOT 026 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321272</u> | LOT 027 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321382</u> | LOT 028 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321492</u> | LOT 029 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321602</u> | LOT 030 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321712</u> | LOT 031 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321822</u> | LOT 032 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321932</u> | LOT 033 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322042</u> | LOT 034 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322152</u> | LOT 035 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322262</u> | LOT 036 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322372</u> | LOT 037 | SWAN CREEK OF NINE SPRINGS |

|                     |         |                            |
|---------------------|---------|----------------------------|
| <u>060911322482</u> | LOT 038 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322592</u> | LOT 039 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322702</u> | LOT 040 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322812</u> | LOT 041 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322922</u> | LOT 042 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323032</u> | LOT 043 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323142</u> | LOT 044 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323252</u> | LOT 045 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323362</u> | LOT 046 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323472</u> | LOT 047 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323582</u> | LOT 048 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323692</u> | LOT 049 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323802</u> | LOT 050 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323912</u> | LOT 051 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341722</u> | LOT 052 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341832</u> | LOT 053 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341942</u> | LOT 054 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342052</u> | LOT 055 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342162</u> | LOT 056 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342272</u> | LOT 057 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342382</u> | LOT 058 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342492</u> | LOT 059 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324102</u> | LOT 060 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324212</u> | LOT 061 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324322</u> | LOT 062 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324432</u> | LOT 063 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324542</u> | LOT 064 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324652</u> | LOT 065 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324762</u> | LOT 066 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342672</u> | LOT 067 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342782</u> | LOT 068 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342892</u> | LOT 069 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343002</u> | LOT 070 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343112</u> | LOT 071 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343222</u> | LOT 072 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343332</u> | LOT 073 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343442</u> | LOT 074 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343552</u> | LOT 075 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343662</u> | LOT 076 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360072</u> | LOT 077 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360182</u> | LOT 078 | SWAN CREEK OF NINE SPRINGS |



|                     |         |                            |
|---------------------|---------|----------------------------|
| <u>060911360292</u> | LOT 079 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360402</u> | LOT 080 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360512</u> | LOT 081 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360622</u> | LOT 082 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343832</u> | LOT 083 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343942</u> | LOT 084 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344052</u> | LOT 085 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344162</u> | LOT 086 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344272</u> | LOT 087 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344382</u> | LOT 088 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344492</u> | LOT 089 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344602</u> | LOT 090 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344712</u> | LOT 091 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344822</u> | LOT 092 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344932</u> | LOT 093 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345042</u> | LOT 094 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345152</u> | LOT 095 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345262</u> | LOT 096 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345372</u> | LOT 097 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345482</u> | LOT 098 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345592</u> | LOT 099 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345702</u> | LOT 100 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345812</u> | LOT 101 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345922</u> | LOT 102 | SWAN CREEK OF NINE SPRINGS |
| <u>060911346032</u> | LOT 103 | SWAN CREEK OF NINE SPRINGS |
| <u>060911346142</u> | LOT 104 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360752</u> | LOT 105 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360862</u> | LOT 106 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360972</u> | LOT 107 | SWAN CREEK OF NINE SPRINGS |

060911347252 Outlot 18

Swan Creek of Nine Springs

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

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

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

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

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

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

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

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

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

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

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



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

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

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





DOCUMENT #  
4010931

01/11/2005 03:52:14PM

Trans. Fee:  
Exempt #:

Rec. Fee: 53.00  
Pages: 22

Document No.

## DECLARATION OF EASEMENTS

(Signage)

THIS DECLARATION OF EASEMENTS (this "Declaration") is executed this 19<sup>th</sup> day of August, 2004, by FITCHBURG LANDS, LLC ("Developer").

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

002029

### RECITALS:

See Exhibit B  
Parcel Numbers

A. Developer is the owner of lands described as Lot 117, First Addition to Swan Creek of Nine Springs, and Outlot 18, Swan Creek of Nine Springs, in the City of Fitchburg, Dane County, Wisconsin (collectively the "Properties"). Lot 117, First Addition to Swan Creek of Nine Springs formerly was part of Outlot 6, Swan Creek of Nine Springs.

B. Pursuant to Exhibit C of the Declaration (as defined below), Developer desires to grant easements over portions of the Properties, which portions are described on Exhibit A attached hereto and made a part hereof (the "Easement Areas"), to the Swan Creek of Nine Springs Owners Association, Inc., a Wisconsin nonprofit, nonstock corporation (the "Association").

NOW, THEREFORE, Developer does hereby declare that:

1. Creation of Easements. Developer hereby grants to the Association, for the benefit of the Benefitted Lots and Condominium Units (as defined in Section 2, below), over each of the Easement Areas, an easement for the erection, placement, illumination and maintenance of a sign identifying the Swan Creek of Nine Springs subdivision. Each such sign shall comply with all requirements of the Declaration of

Protective Covenants for Lots 1 through 107, inclusive, executed by Developer, and recorded as Document No. 3584036, as amended (the "Declaration") and with all applicable City of Fitchburg ordinances.

2. Beneficiaries. The easements created in Section 1, above shall be appurtenant to, and benefit, Lots 1 through 107, inclusive, Swan Creek of Nine Springs; 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; 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; Units 1 through 21, Aster Meadows at Swan Creek, a Condominium; and Lots 172 through 315, inclusive, Third Addition to Swan Creek of Nine Springs; all acting by and through the Swan Creek of Nine Springs Owners Association, Inc. or its successors and assigns, and shall also benefit any other lands that may in the future be subjected to the Declaration. The beneficiaries of the above easements, acting through the Association, shall be responsible for maintaining the Easement Areas in a good, clean, attractive condition. All benefited lots listed in this Section 2 are referred to herein as "Benefited Lots." All benefited condominium units listed in this Section 2 are referred to herein as "Benefited Units."

3. Common Area. The easements created in Section 1, above are hereby declared to be "Common Area" as such term is defined in the Declaration.

4. Severability. Invalidation of any one of the terms hereof by judgment or court order shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

5. Nonforfeiture. Any violation of this Declaration shall not result in a forfeiture or reversion of title to any of the lands subject to the easements created in Section 1.

6. Successors and Assigns. The burdens of this Declaration shall run with the land and shall bind the owners of the lands described in Section 1. 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.

7. 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.

8. Amendment. As long as Developer continues to own any interest in any of the lands comprising Swan Creek of Nine Springs, or additions thereto, this Declaration may be amended or terminated by an instrument signed by:

(a) Developer; and

(b) Persons controlling 60% of the Benefited Lots and Benefited Units, above. In the case of any condominium unit, the person controlling the condominium unit shall be the association of condominium unit owners. In the case of Lots 1 through 107, Swan Creek of Nine Springs, and any other lots that may be subjected to the Declaration, the person controlling such lots shall be the Swan Creek of Nine Springs Owners Association, Inc. or its successors and assigns. In the case of any lots within Swan Creek of Nine Springs that may be designated in the future by Developer in a written, recorded document pursuant to section 2, above as lots that shall benefit from the easements described in Section 1, the person controlling such lots shall be the association of owners of such lots, if such an association is designated by Developer in such written recorded document; otherwise, the persons controlling such lots shall be the owners of the fee simple interest therein.


If, however, Developer ceases to own any interest in any of the lands comprising Swan Creek of Nine Springs, or additions thereto, then this Declaration may be amended or terminated by an instrument signed by persons controlling 60% of the Benefited Lots and Benefited Units.

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

DEVELOPER:

FITCHBURG LANDS, LLC

By: Sveum Enterprises, Ltd., Manager

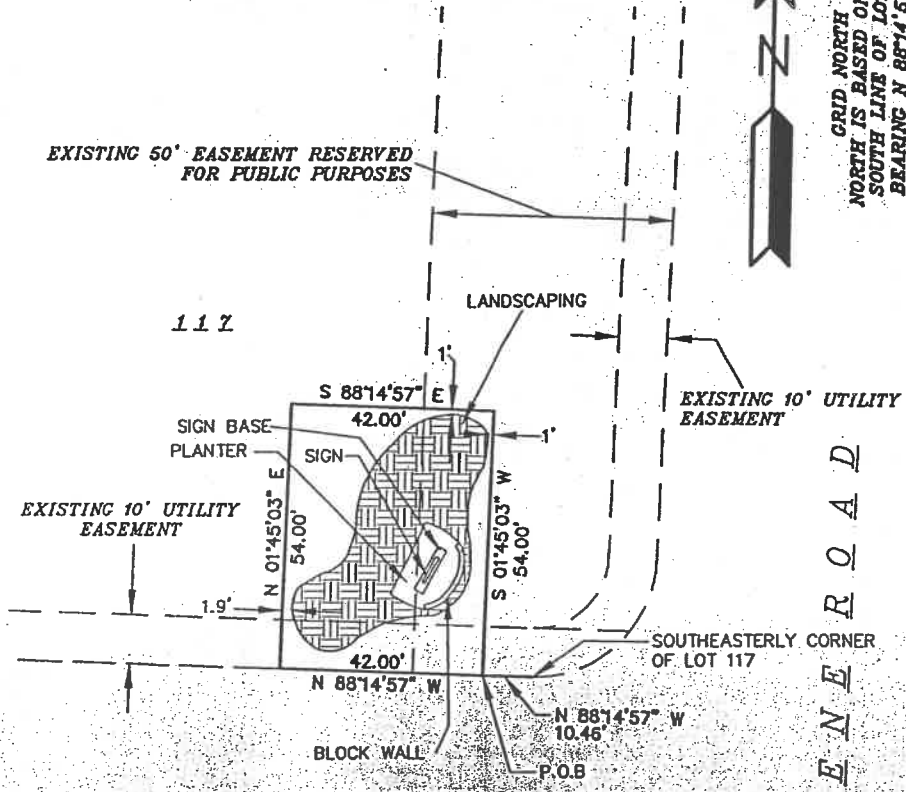
By:   
Phillip A. Sveum, President



# PRIVATE SIGN EASEMENT



GRID NORTH  
NORTH IS BASED ON THE  
SOUTH LINE OF LOT 117  
BEARING N 88°14'57" W



E A S T C H E R Y L  
P A R K W A Y

S Y E N E R O A D

**MAYO** corporation

ENGINEERS SURVEYORS ARCHITECTS PLANNERS  
600 GRAND CANYON DRIVE, MADISON, WI 53719-1044  
PHONE: (608) 833-0628 FAX: (608) 833-0746  
E-MAIL: info@mayocorporation.com

PLOT DATE: 01-05-04  
LAYOUT: EASEMENT  
M:\FL-08-03\Eof108-2.DWG

FL-08-03  
SHEET 1 OF 1

### Private Sign Easement Description

A private sign easement, forty-two feet in width by fifty-four feet in length, over, under and across a part of Lot 117, First Addition to Swan Creek of Nine Springs as recorded in Volume 58-017B of plats, on pages 91-92, as document number 3672859, Dane County Registry, also being part of the NE 1/4 of the SW 1/4 of Section 11, Township 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin, more particularly described as follows:

Commencing at the southeasterly corner of said Lot 117; thence North 88 degrees 14 minutes 57 seconds West along the south line of said Lot 117, 10.46 feet to the point of beginning; thence continuing along said south line, North 88 degrees 14 minutes 57 seconds West, 42.00 feet; thence North 01 degree 45 minutes 03 seconds East, 54.00 feet; thence South 88 degrees 14 minutes 57 seconds East, 42.00 feet; thence South 01 degrees 45 minutes 03 seconds West, 54.00 feet to the point of beginning. This description contains 2,268 sq. ft. or 0.0521 acres.

## EXHIBIT B

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

|                     |         |                            |
|---------------------|---------|----------------------------|
| <u>060911340012</u> | LOT 001 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340122</u> | LOT 002 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340232</u> | LOT 003 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340342</u> | LOT 004 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340452</u> | LOT 005 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340562</u> | LOT 006 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340672</u> | LOT 007 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340782</u> | LOT 008 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340892</u> | LOT 009 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341002</u> | LOT 010 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341112</u> | LOT 011 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341222</u> | LOT 012 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341332</u> | LOT 013 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341442</u> | LOT 014 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341552</u> | LOT 015 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320062</u> | LOT 016 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320172</u> | LOT 017 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320282</u> | LOT 018 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320392</u> | LOT 019 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320502</u> | LOT 020 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320612</u> | LOT 021 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320722</u> | LOT 022 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320832</u> | LOT 023 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320942</u> | LOT 024 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321052</u> | LOT 025 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321162</u> | LOT 026 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321272</u> | LOT 027 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321382</u> | LOT 028 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321492</u> | LOT 029 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321602</u> | LOT 030 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321712</u> | LOT 031 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321822</u> | LOT 032 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321932</u> | LOT 033 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322042</u> | LOT 034 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322152</u> | LOT 035 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322262</u> | LOT 036 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322372</u> | LOT 037 | SWAN CREEK OF NINE SPRINGS |

|                     |         |                            |
|---------------------|---------|----------------------------|
| <u>060911322482</u> | LOT 038 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322592</u> | LOT 039 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322702</u> | LOT 040 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322812</u> | LOT 041 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322922</u> | LOT 042 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323032</u> | LOT 043 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323142</u> | LOT 044 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323252</u> | LOT 045 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323362</u> | LOT 046 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323472</u> | LOT 047 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323582</u> | LOT 048 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323692</u> | LOT 049 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323802</u> | LOT 050 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323912</u> | LOT 051 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341722</u> | LOT 052 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341832</u> | LOT 053 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341942</u> | LOT 054 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342052</u> | LOT 055 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342162</u> | LOT 056 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342272</u> | LOT 057 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342382</u> | LOT 058 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342492</u> | LOT 059 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324102</u> | LOT 060 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324212</u> | LOT 061 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324322</u> | LOT 062 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324432</u> | LOT 063 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324542</u> | LOT 064 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324652</u> | LOT 065 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324762</u> | LOT 066 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342672</u> | LOT 067 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342782</u> | LOT 068 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342892</u> | LOT 069 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343002</u> | LOT 070 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343112</u> | LOT 071 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343222</u> | LOT 072 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343332</u> | LOT 073 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343442</u> | LOT 074 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343552</u> | LOT 075 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343662</u> | LOT 076 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360072</u> | LOT 077 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360182</u> | LOT 078 | SWAN CREEK OF NINE SPRINGS |

|                     |         |                            |
|---------------------|---------|----------------------------|
| <u>060911360292</u> | LOT 079 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360402</u> | LOT 080 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360512</u> | LOT 081 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360622</u> | LOT 082 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343832</u> | LOT 083 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343942</u> | LOT 084 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344052</u> | LOT 085 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344162</u> | LOT 086 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344272</u> | LOT 087 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344382</u> | LOT 088 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344492</u> | LOT 089 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344602</u> | LOT 090 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344712</u> | LOT 091 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344822</u> | LOT 092 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344932</u> | LOT 093 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345042</u> | LOT 094 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345152</u> | LOT 095 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345262</u> | LOT 096 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345372</u> | LOT 097 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345482</u> | LOT 098 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345592</u> | LOT 099 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345702</u> | LOT 100 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345812</u> | LOT 101 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345922</u> | LOT 102 | SWAN CREEK OF NINE SPRINGS |
| <u>060911346032</u> | LOT 103 | SWAN CREEK OF NINE SPRINGS |
| <u>060911346142</u> | LOT 104 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360752</u> | LOT 105 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360862</u> | LOT 106 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360972</u> | LOT 107 | SWAN CREEK OF NINE SPRINGS |

060911347252 Outlot 18

Swan Creek of Nine Springs

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

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

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

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

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



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

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

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

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

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

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

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

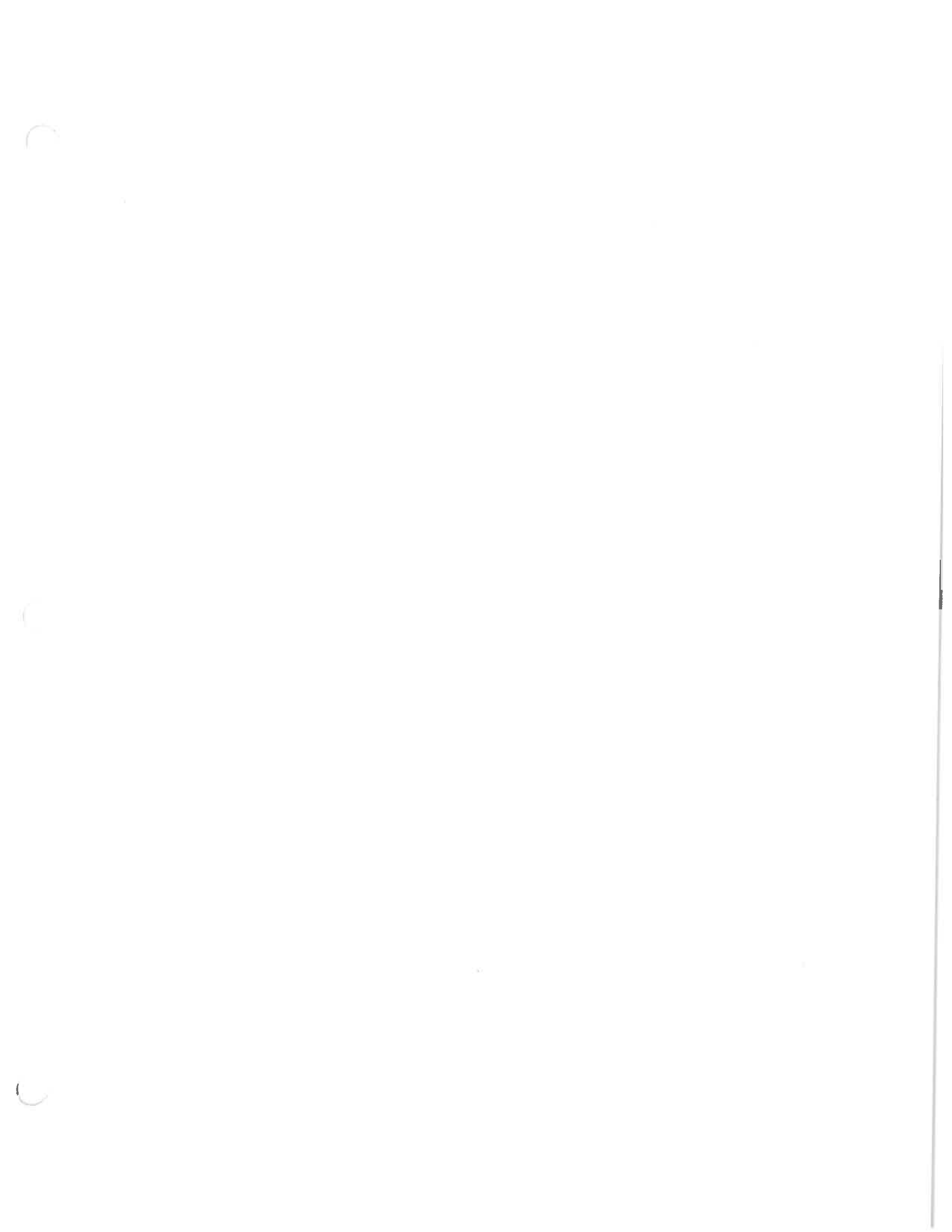
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|---------------------|---------|-----------------------------------------|
| <u>060911220192</u> | LOT 249 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911220302</u> | LOT 250 | SWAN CREEK OF NINE SPRINGS-3RD ADDITION |
| <u>060911220412</u>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

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









DOCUMENT #  
4010931

01/11/2005 03:52:14PM

Trans. Fee:  
Exempt #:

Rec. Fee: 53.00  
Pages: 22

Document No.

## DECLARATION OF EASEMENTS

(Signage)

THIS DECLARATION OF EASEMENTS (this "Declaration") is executed this 19<sup>th</sup> day of August, 2004, by FITCHBURG LANDS, LLC ("Developer").

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

002029

### RECITALS:

See Exhibit B  
Parcel Numbers

A. Developer is the owner of lands described as Lot 117, First Addition to Swan Creek of Nine Springs, and Outlot 18, Swan Creek of Nine Springs, in the City of Fitchburg, Dane County, Wisconsin (collectively the "Properties"). Lot 117, First Addition to Swan Creek of Nine Springs formerly was part of Outlot 6, Swan Creek of Nine Springs.

B. Pursuant to Exhibit C of the Declaration (as defined below), Developer desires to grant easements over portions of the Properties, which portions are described on Exhibit A attached hereto and made a part hereof (the "Easement Areas"), to the Swan Creek of Nine Springs Owners Association, Inc., a Wisconsin nonprofit, nonstock corporation (the "Association").

NOW, THEREFORE, Developer does hereby declare that:

1. Creation of Easements. Developer hereby grants to the Association, for the benefit of the Benefitted Lots and Condominium Units (as defined in Section 2, below), over each of the Easement Areas, an easement for the erection, placement, illumination and maintenance of a sign identifying the Swan Creek of Nine Springs subdivision. Each such sign shall comply with all requirements of the Declaration of

Protective Covenants for Lots 1 through 107, inclusive, executed by Developer, and recorded as Document No. 3584036, as amended (the "Declaration") and with all applicable City of Fitchburg ordinances.

2. Beneficiaries. The easements created in Section 1, above shall be appurtenant to, and benefit, Lots 1 through 107, inclusive, Swan Creek of Nine Springs; 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; 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; Units 1 through 21, Aster Meadows at Swan Creek, a Condominium; and Lots 172 through 315, inclusive, Third Addition to Swan Creek of Nine Springs; all acting by and through the Swan Creek of Nine Springs Owners Association, Inc. or its successors and assigns, and shall also benefit any other lands that may in the future be subjected to the Declaration. The beneficiaries of the above easements, acting through the Association, shall be responsible for maintaining the Easement Areas in a good, clean, attractive condition. All benefited lots listed in this Section 2 are referred to herein as "Benefited Lots." All benefited condominium units listed in this Section 2 are referred to herein as "Benefited Units."

3. Common Area. The easements created in Section 1, above are hereby declared to be "Common Area" as such term is defined in the Declaration.

4. Severability. Invalidity of any one of the terms hereof by judgment or court order shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

5. Nonforfeiture. Any violation of this Declaration shall not result in a forfeiture or reversion of title to any of the lands subject to the easements created in Section 1.

6. Successors and Assigns. The burdens of this Declaration shall run with the land and shall bind the owners of the lands described in Section 1. 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.

7. 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.

8. Amendment. As long as Developer continues to own any interest in any of the lands comprising Swan Creek of Nine Springs, or additions thereto, this Declaration may be amended or terminated by an instrument signed by:

(a) Developer; and

(b) Persons controlling 60% of the Benefited Lots and Benefited Units, above. In the case of any condominium unit, the person controlling the condominium unit shall be the association of condominium unit owners. In the case of Lots 1 through 107, Swan Creek of Nine Springs, and any other lots that may be subjected to the Declaration, the person controlling such lots shall be the Swan Creek of Nine Springs Owners Association, Inc. or its successors and assigns. In the case of any lots within Swan Creek of Nine Springs that may be designated in the future by Developer in a written, recorded document pursuant to section 2, above as lots that shall benefit from the easements described in Section 1, the person controlling such lots shall be the association of owners of such lots, if such an association is designated by Developer in such written recorded document; otherwise, the persons controlling such lots shall be the owners of the fee simple interest therein.

If, however, Developer ceases to own any interest in any of the lands comprising Swan Creek of Nine Springs, or additions thereto, then this Declaration may be amended or terminated by an instrument signed by persons controlling 60% of the Benefited Lots and Benefited Units.

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

DEVELOPER:

FITCHBURG LANDS, LLC

By: Sveum Enterprises, Ltd., Manager

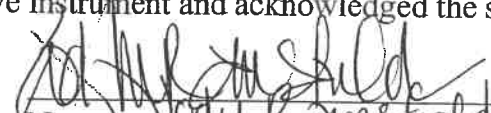
By: 

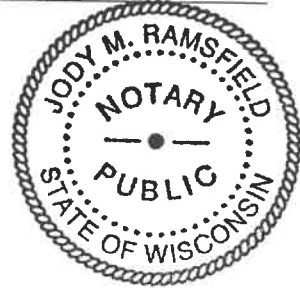
Phillip A. Sveum, President

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

Personally came before me this 17<sup>th</sup> day of November, 2004, the  
above-named Phillip A. Sveum, to me known to be the president of Sveum  
Enterprises, Ltd., who executed the above instrument and acknowledged the same.

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



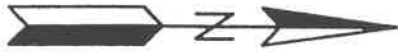
This instrument was drafted by:

Jesse S. Ishikawa  
Reinhart Boerner Van Deuren, s.c.  
P.O. Box 2018  
Madison, WI 53701-2018  
Telephone: (608) 229-2200

EXHIBIT A

Map showing signage areas on Outlot 6, Swan Creek of Nine Springs and on Lot 117, First Addition to Swan Creek of Nine Springs.

# PRIVATE SIGN EASEMENT

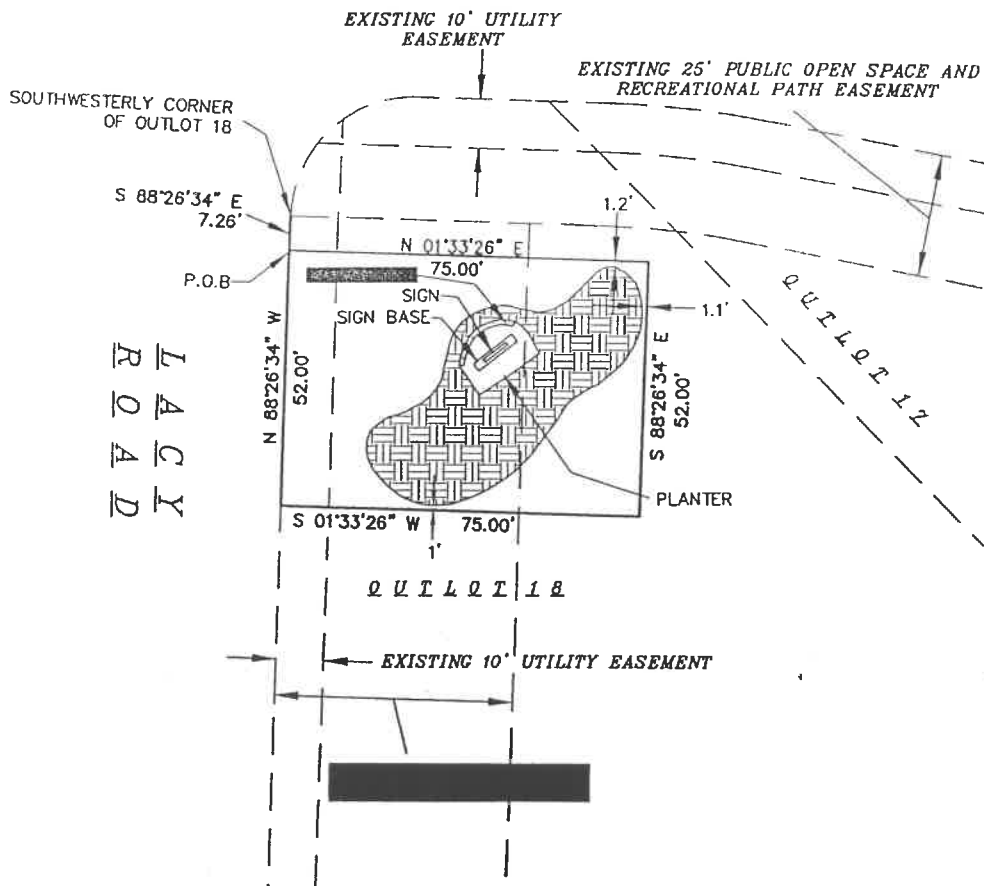


GRID NORTH  
NORTH IS BASED ON THE SOUTH LINE OF  
OUTLOT 18 BEARING N 88°26'34" W



SCALE : ONE INCH = THIRTY FEET

S U N F L O W E R  
D R I V E



**MAYO** corporation

ENGINEERS SURVEYORS ARCHITECTS PLANNERS  
600 GRAND CANYON DRIVE, MADISON, WI 53719-1044  
PHONE: (608) 833-0628 FAX: (608) 833-0746  
E-MAIL: info@mayocorporation.com

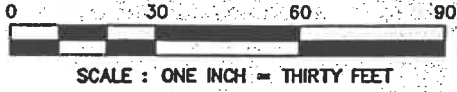


### Private Sign Easement Description

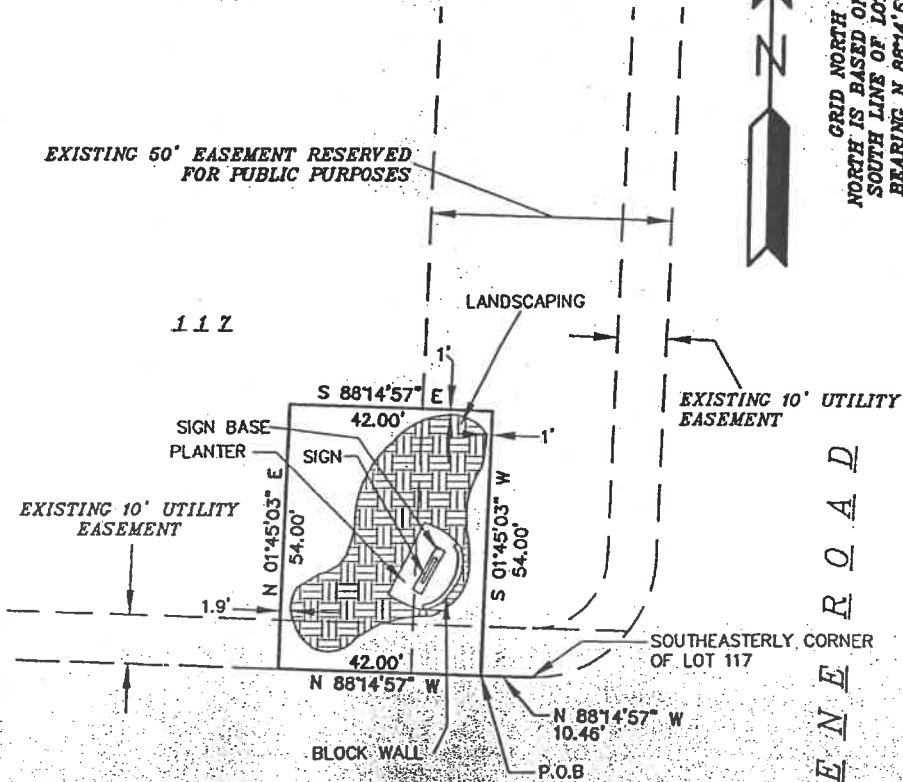
A private sign easement, fifty-two feet in width by seventy-five feet in length, over, under and across a part of Outlot 18 of Swan Creek of Nine Springs as recorded in Volume 57-194A of plats, on pages 819-824, as document number 3508534, Dane County Registry, also being part of the SW 1/4 of the SW 1/4 of Section 11, Township 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin, more particularly described as follows:

Commencing at the southwesterly corner of Outlot 18; thence South 88 degrees 26 minutes 34 seconds East along the south line of said Outlot 18, 7.26 feet to the point of beginning; thence North 01 degrees 33 minutes 26 seconds East, 75.00 feet; thence South 88 degrees 26 minutes 34 seconds East, 52.00 feet; thence South 01 degrees 33 minutes 26 seconds West, 75.00 feet; thence North 88 degrees 26 minutes 34 seconds West, 52.00 feet to the point of beginning. Said parcel contains 3,900 sq. ft. or 0.0895 acres.

# PRIVATE SIGN EASEMENT



GRID NORTH  
NORTH IS BASED ON THE  
SOUTH LINE OF LOT 117  
BEARING N 88°14'57" W



E A S T C H E R Y L  
P A R K W A Y

S Y N E R G Y R O A D

**MAYO** corporation

ENGINEERS SURVEYORS ARCHITECTS PLANNERS  
600 GRAND CANYON DRIVE, MADISON, WI 53719-1044  
PHONE: (608) 833-0628 FAX: (608) 833-0746  
E-MAIL: info@mayocorporation.com

PLOT DATE: 01-05-04  
LAYOUT: EASEMENT  
M:\FL-08-03\E01108-2.DWG

FL-08-03  
SHEET 1 OF 1

### Private Sign Easement Description

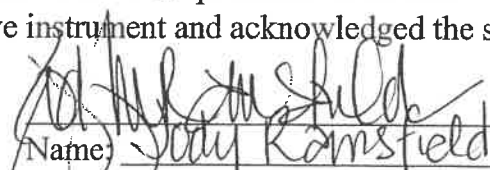
A private sign easement, forty-two feet in width by fifty-four feet in length, over, under and across a part of Lot 117, First Addition to Swan Creek of Nine Springs as recorded in Volume 58-017B of plats, on pages 91-92, as document number 3672859, Dane County Registry, also being part of the NE 1/4 of the SW 1/4 of Section 11, Township 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin, more particularly described as follows:

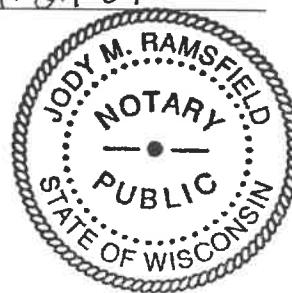
Commencing at the southeasterly corner of said Lot 117; thence North 88 degrees 14 minutes 57 seconds West along the south line of said Lot 117, 10.46 feet to the point of beginning; thence continuing along said south line, North 88 degrees 14 minutes 57 seconds West, 42.00 feet; thence North 01 degree 45 minutes 03 seconds East, 54.00 feet; thence South 88 degrees 14 minutes 57 seconds East, 42.00 feet; thence South 01 degrees 45 minutes 03 seconds West, 54.00 feet to the point of beginning. This description contains 2,268 sq. ft. or 0.0521 acres.

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

Personally came before me this 19<sup>th</sup> day of November, 2004, the above-named Phillip A. Sveum, to me known to be the president of Sveum Enterprises, Ltd., who executed the above instrument and acknowledged the same.

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



This instrument was drafted by:

Jesse S. Ishikawa  
Reinhart Boerner Van Deuren, s.c.  
P.O. Box 2018  
Madison, WI 53701-2018  
Telephone: (608) 229-2200

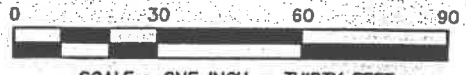
EXHIBIT A

Map showing signage areas on Outlot 6, Swan Creek of Nine Springs and on Lot 117, First Addition to Swan Creek of Nine Springs.

# PRIVATE SIGN EASEMENT

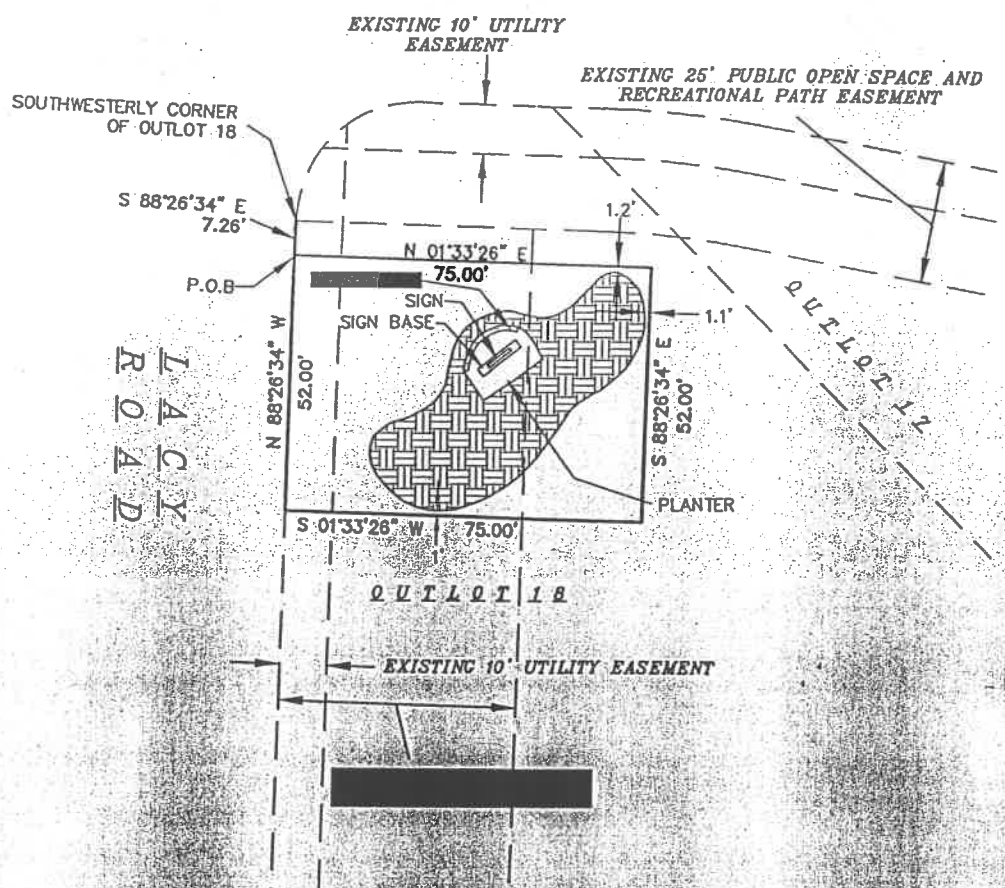


GRID NORTH  
NORTH IS BASED ON THE SOUTH LINE OF  
OUTLOT 18 BEARING N 88°26'34" W



SCALE : ONE INCH = THIRTY FEET

S U N F L O W E R  
D R I V E



**MAYO** corporation

ENGINEERS SURVEYORS ARCHITECTS PLANNERS  
600 GRAND CANYON DRIVE, MADISON, WI 53719-1044  
PHONE: (608) 833-0628 FAX: (608) 833-0746  
E-MAIL: info@mayocorporation.com

PLOT DATE: 1-5-04  
LAYOUT: EASEMENT  
M: \FL-08-03\Eof108-1

FL-08-03  
SHEET 1 OF 1

### Private Sign Easement Description

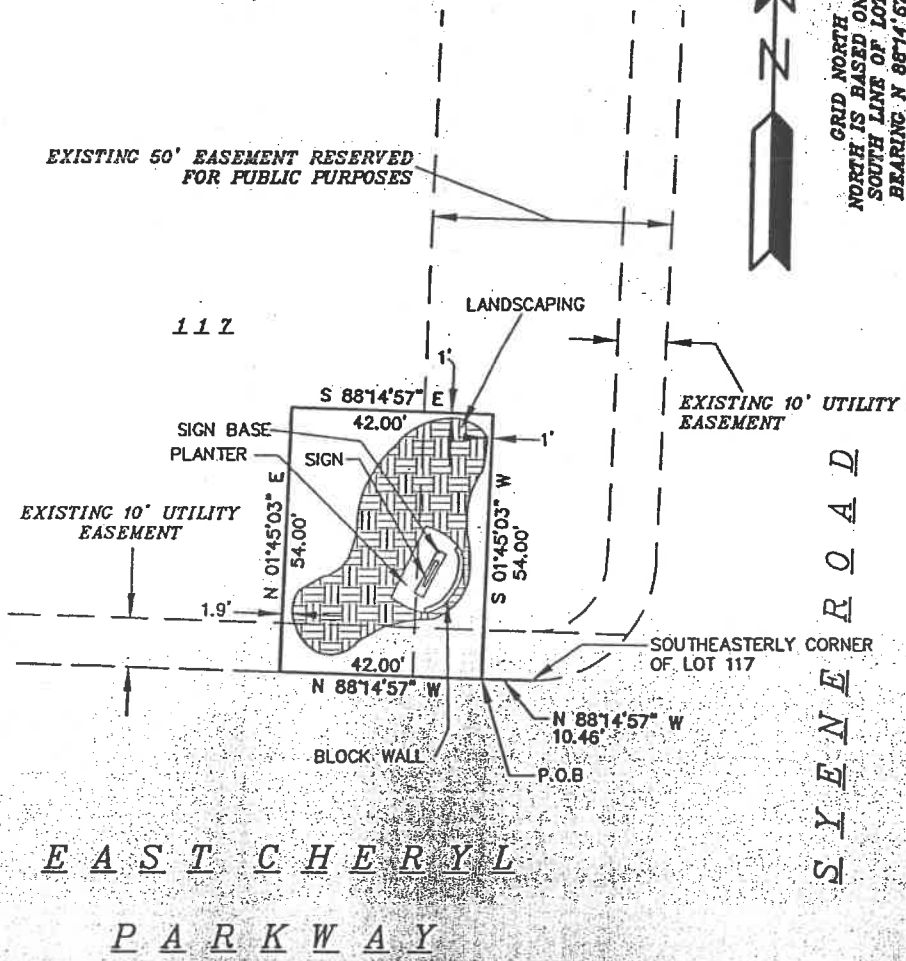
A private sign easement, fifty-two feet in width by seventy-five feet in length, over, under and across a part of Outlot 18 of Swan Creek of Nine Springs as recorded in Volume 57-194A of plats, on pages 819-824, as document number 3508534, Dane County Registry, also being part of the SW 1/4 of the SW 1/4 of Section 11, Township 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin, more particularly described as follows:

Commencing at the southwesterly corner of Outlot 18; thence South 88 degrees 26 minutes 34 seconds East along the south line of said Outlot 18, 7.26 feet to the point of beginning; thence North 01 degrees 33 minutes 26 seconds East, 75.00 feet; thence South 88 degrees 26 minutes 34 seconds East, 52.00 feet; thence South 01 degrees 33 minutes 26 seconds West, 75.00 feet; thence North 88 degrees 26 minutes 34 seconds West, 52.00 feet to the point of beginning. Said parcel contains 3,900 sq. ft. or 0.0895 acres.

# PRIVATE SIGN EASEMENT



GRID NORTH  
NORTH IS BASED ON THE  
SOUTH LINE OF LOT 117  
BEARING N 88°14'57" W



**MAYO** corporation

ENGINEERS SURVEYORS ARCHITECTS PLANNERS  
600 GRAND CANYON DRIVE, MADISON, WI 53719-1044  
PHONE: (608) 833-0628 FAX: (608) 833-0746  
E-MAIL: info@mayocorporation.com

PLOT DATE: 01-05-04  
LAYOUT: EASEMENT  
M:\FL-08-03\E01108-2.DWG

FL-08-03  
SHEET 1 OF 1



### Private Sign Easement Description

A private sign easement, forty-two feet in width by fifty-four feet in length, over, under and across a part of Lot 117, First Addition to Swan Creek of Nine Springs as recorded in Volume 58-017B of plats, on pages 91-92, as document number 3672859, Dane County Registry, also being part of the NE 1/4 of the SW 1/4 of Section 11, Township 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin, more particularly described as follows:

Commencing at the southeasterly corner of said Lot 117; thence North 88 degrees 14 minutes 57 seconds West along the south line of said Lot 117, 10.46 feet to the point of beginning; thence continuing along said south line, North 88 degrees 14 minutes 57 seconds West, 42.00 feet; thence North 01 degree 45 minutes 03 seconds East, 54.00 feet; thence South 88 degrees 14 minutes 57 seconds East, 42.00 feet; thence South 01 degrees 45 minutes 03 seconds West, 54.00 feet to the point of beginning. This description contains 2,268 sq. ft. or 0.0521 acres.

## EXHIBIT B

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

|                     |         |                            |
|---------------------|---------|----------------------------|
| <u>060911340012</u> | LOT 001 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340122</u> | LOT 002 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340232</u> | LOT 003 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340342</u> | LOT 004 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340452</u> | LOT 005 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340562</u> | LOT 006 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340672</u> | LOT 007 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340782</u> | LOT 008 | SWAN CREEK OF NINE SPRINGS |
| <u>060911340892</u> | LOT 009 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341002</u> | LOT 010 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341112</u> | LOT 011 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341222</u> | LOT 012 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341332</u> | LOT 013 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341442</u> | LOT 014 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341552</u> | LOT 015 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320062</u> | LOT 016 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320172</u> | LOT 017 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320282</u> | LOT 018 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320392</u> | LOT 019 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320502</u> | LOT 020 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320612</u> | LOT 021 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320722</u> | LOT 022 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320832</u> | LOT 023 | SWAN CREEK OF NINE SPRINGS |
| <u>060911320942</u> | LOT 024 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321052</u> | LOT 025 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321162</u> | LOT 026 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321272</u> | LOT 027 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321382</u> | LOT 028 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321492</u> | LOT 029 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321602</u> | LOT 030 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321712</u> | LOT 031 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321822</u> | LOT 032 | SWAN CREEK OF NINE SPRINGS |
| <u>060911321932</u> | LOT 033 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322042</u> | LOT 034 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322152</u> | LOT 035 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322262</u> | LOT 036 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322372</u> | LOT 037 | SWAN CREEK OF NINE SPRINGS |

|                     |         |                            |
|---------------------|---------|----------------------------|
| <u>060911322482</u> | LOT 038 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322592</u> | LOT 039 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322702</u> | LOT 040 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322812</u> | LOT 041 | SWAN CREEK OF NINE SPRINGS |
| <u>060911322922</u> | LOT 042 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323032</u> | LOT 043 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323142</u> | LOT 044 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323252</u> | LOT 045 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323362</u> | LOT 046 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323472</u> | LOT 047 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323582</u> | LOT 048 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323692</u> | LOT 049 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323802</u> | LOT 050 | SWAN CREEK OF NINE SPRINGS |
| <u>060911323912</u> | LOT 051 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341722</u> | LOT 052 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341832</u> | LOT 053 | SWAN CREEK OF NINE SPRINGS |
| <u>060911341942</u> | LOT 054 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342052</u> | LOT 055 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342162</u> | LOT 056 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342272</u> | LOT 057 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342382</u> | LOT 058 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342492</u> | LOT 059 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324102</u> | LOT 060 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324212</u> | LOT 061 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324322</u> | LOT 062 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324432</u> | LOT 063 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324542</u> | LOT 064 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324652</u> | LOT 065 | SWAN CREEK OF NINE SPRINGS |
| <u>060911324762</u> | LOT 066 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342672</u> | LOT 067 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342782</u> | LOT 068 | SWAN CREEK OF NINE SPRINGS |
| <u>060911342892</u> | LOT 069 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343002</u> | LOT 070 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343112</u> | LOT 071 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343222</u> | LOT 072 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343332</u> | LOT 073 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343442</u> | LOT 074 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343552</u> | LOT 075 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343662</u> | LOT 076 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360072</u> | LOT 077 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360182</u> | LOT 078 | SWAN CREEK OF NINE SPRINGS |

|                     |         |                            |
|---------------------|---------|----------------------------|
| <u>060911360292</u> | LOT 079 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360402</u> | LOT 080 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360512</u> | LOT 081 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360622</u> | LOT 082 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343832</u> | LOT 083 | SWAN CREEK OF NINE SPRINGS |
| <u>060911343942</u> | LOT 084 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344052</u> | LOT 085 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344162</u> | LOT 086 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344272</u> | LOT 087 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344382</u> | LOT 088 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344492</u> | LOT 089 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344602</u> | LOT 090 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344712</u> | LOT 091 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344822</u> | LOT 092 | SWAN CREEK OF NINE SPRINGS |
| <u>060911344932</u> | LOT 093 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345042</u> | LOT 094 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345152</u> | LOT 095 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345262</u> | LOT 096 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345372</u> | LOT 097 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345482</u> | LOT 098 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345592</u> | LOT 099 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345702</u> | LOT 100 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345812</u> | LOT 101 | SWAN CREEK OF NINE SPRINGS |
| <u>060911345922</u> | LOT 102 | SWAN CREEK OF NINE SPRINGS |
| <u>060911346032</u> | LOT 103 | SWAN CREEK OF NINE SPRINGS |
| <u>060911346142</u> | LOT 104 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360752</u> | LOT 105 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360862</u> | LOT 106 | SWAN CREEK OF NINE SPRINGS |
| <u>060911360972</u> | LOT 107 | SWAN CREEK OF NINE SPRINGS |

060911347252 Outlot 18

Swan Creek of Nine Springs

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

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

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

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

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

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



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

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

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

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

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

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

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





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.