

**Prairie Park at Swan Creek Condominium**  
**Executive Summary**

Pursuant to Section 703.33(1)(h) of the Wisconsin Statutes, provided below is the Executive Summary setting forth the following information:

1. **Condominium Identification.** The name of the condominium is Prairie Park at Swan Creek Condominium and is located at 5192, 5194, 5196 and 5198 Sassafra Drive, City of Fitchburg, Dane County, Wisconsin.
2. **Expansion Plans.** The Declarant does not have plans to expand the Condominium.
3. **Governance.** The name and address of the condominium association is Prairie Park at Swan Creek Unit Owners Association, Inc., 1249 Williamson Street, City of Madison, Dane County, Wisconsin 53703 (the "**Unit Owner's Association**"). Initially, the name, address and telephone number of the individual who may be contacted regarding the Condominium, in general:

John Sveum  
1249 Williamson Street  
Madison, WI 53703

4. **Special Amenities.** The Condominium does not have special amenities.
5. **Maintenance and Repair of Units.** Each Unit Owner shall be responsible for the maintenance and repair of the Unit owned by the Unit Owner, as described in Section 9.1 of the Declaration, and all equipment, fixtures and appurtenances to such Unit.
6. **Maintenance, Repair and Replacement of Common Elements.** The Unit Owner's Association shall be responsible for the maintenance, repair and replacement of the Common Elements (including all plumbing, electrical and mechanical systems of the building serving more than one (1) Unit), as described in Sections 9.2 and 9.3 of the Declaration. The cost and expense of such repairs and replacements will be funded from a combination of Unit Owner assessments and reserve funds, as determined by the Unit Owner's Association from time to time. With the exception of that portion of the Limited Common Elements that are part of the exterior structure comprising the Condominium or otherwise visible to other Unit Owners or the general public, each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, maintenance, repair, replacement, general cleanliness and presentability of the Limited Common Element which use is reserved to the Unit.
7. **Rental of Units.** Unit Owners may lease their Units provided such Unit Owners comply with all of the terms and conditions set forth in Section 20.6 of the

Declaration and any rules and regulations regarding the leasing of Units adopted by the Unit Owner's Association from time to time. The Unit Owner's Association has the power and authority to make rules and regulations limiting the total number of Units in the Condominium that may be leased.

8. **Alterations.** A Residential Unit Owner may make improvements or alterations within his or her Unit, provided such improvements and alterations comply with all of the terms and conditions set forth in the Declaration, including the terms and conditions set forth in Section 10.1 of the Declaration. Alterations to and enclosure of the Limited Common Elements are prohibited, except as expressly permitted by the Declaration.
9. **Parking.** Parking is available in the underground parking garage. Each parking space in the underground parking garage is a limited common element that may be acquired by or assigned to a Residential Unit Owner. In addition, the Condominium contains guest parking stalls all of which are located in exterior surface parking lots, which shall be Common Elements and the use of such guest parking stalls shall be governed by rules and regulations adopted by the Unit Owner's Association from time to time. The ownership and use of all parking stalls is restricted by the terms and conditions of the Declaration. The cost and expense for the maintenance, repair and replacement of the parking stalls, to the extent such maintenance, repair or replacement is a Common Expense, is included in the annual operating budget.
10. **Pets.** Pursuant to Section 20.3 of the Declaration, pets are permitted, but strictly subject to rules and regulations adopted by the Board of Directors of the Unit Owner's Association from time to time, in the use of the Board of Director's sole discretion.
11. **Reserves.** As is reflected in the annual budget, which is made a part of the Disclosure Materials provided herein, there is a reserve account established for the repair and replacement of Common Elements and Limited Common Elements. The reserve account is not a statutory reserve account under Section 703.163 of the Wisconsin Statute; rather, it is managed pursuant to the provisions set forth in this Declaration and the By-laws of the Unit Owner's Association.
12. **Amendments.**
  - a. **Amendments to the Declaration.** The Declaration may be amended as set forth in Article XV of the Declaration, which requires written consent of at least two thirds (2/3) of the aggregate of the votes established and set forth in Section 8.3 of the Declaration, together with the approval, in writing, of the first mortgagee of such Unit, or the holder of an equivalent security interest. In addition, the Declarant has reserved the right the amend the Declaration, in the use of the Declarant's sole discretion, without the consent of any Unit Owner or mortgagee, for the sole purpose of documenting any changes in the Units, Common Elements or Limited Common Elements as actually

constructed, from that described in the Declaration and in the Condominium Plat.

- b. **Amendments to the By-laws**. Pursuant to Article XII of the By-laws of the Unit Owner's Association, the By-laws may be amended by the affirmative vote of 67% of the votes entitled to cast by the Members.

THIS EXECUTIVE SUMMARY IS INTENDED TO BRIEFLY SUMMARIZE THE PERTINENT PROVISIONS OF THE DISCLOSURE MATERIALS AND CANNOT BE RELIED UPON AS CORRECT OR BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, PLEASE REVIEW THE PARTICULAR PROVISIONS OF THE DISCLOSURE MATERIALS REFERENCED IN THE EXECUTIVE SUMMARY.