

EXECUTIVE SUMMARY

THE CONDOMINIUMS AT WARNER CREEK

(Required by § 703.33(1)(h), Wisconsin Statutes)

Pursuant to the requirement of §703.33(1)(h) of the Wisconsin Statutes, this Executive Summary is intended to set forth in clear plain language the following information or location within the Disclosure Materials where the information may be found. THIS SUMMARY, HOWEVER, IS NOT INTENDED TO REPLACE THE BUYER'S REVIEW OF THE CONDOMINIUM DECLARATION, BYLAWS, AND OTHER CONDOMINIUM DISCLOSURE MATERIALS NOR IS IT A SUBSTITUTE FOR A PROFESSIONAL REVIEW OF THE CONDOMINIUM DOCUMENTS.

1. Condominium Identification. The name of the condominium is The Condominiums at Warner Creek.
2. Expansion Plans. This is not an "expandable condominium" as defined under §703.02(9), Wisconsin Statutes, meaning a condominium to which additional property or units or both may be added at some time in the future.
3. Governance. The name of the condominium association is Warner Creek Condominium Owners' Association, Inc. (the "Association"). The Association is self managed at the current time. A contact person regarding the condominium in general is as follows:

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3887 North Wayside Lane
Appleton, WI 54913
(920) 626-1076

4. Special Amenities. There are no special amenities, such as an athletic club or golf course, and therefore, no separate obligations of a unit owner to join or support such an amenity.
5. Maintenance and Repair of Units. A unit owner shall have the following responsibilities for the repair and maintenance of the unit:
 - a. With the exception of the Association responsibilities set forth in subparagraph b hereafter, the unit owner shall have any and all maintenance, repair, and replacement responsibilities for a unit, which includes the building and any other improvements constructed or to be constructed within and upon a unit such as, but not limited to, patios,

decks, sidewalks, and driveways. (See Section 9.1 of the Bylaws.)

- b. The Association shall be responsible for the replacement due to age or obsolescence (as opposed to a casualty situation) of the roof, gutters and downspouts, and the siding of any building. (See Section 9.2(a) of the Bylaws.)

6. Maintenance, Repair and Replacement of Common Elements. Maintenance, repair, and replacement of common elements and limited common elements shall be provided as follows:

- a. With the exception of the Association responsibilities set forth in subparagraph b hereafter, any and all maintenance, repair, and replacement of limited common elements ("limited common elements" being defined in Section 4.02 of the Declaration) shall be the sole financial responsibility of the unit owner(s) having exclusive use of such limited common elements. (Section 9.1 of the Bylaws.)
- b. The Association shall be responsible for maintenance and replacement of all decorative brick pillars, black decorative fences and lanterns; the maintenance of all landscaped areas including lawn mowing and fertilizing, shrubs and trees including trimming (excepting the twenty-four inch area immediately adjacent to the perimeter of a patio); all snow plowing and snow removal within the condominium; and the maintenance, repair, and replacement of: roadways located within the condominium; public and private utilities up to the edge of each building; sewer and water lines up to the edge of each building; and repair and maintenance and replacement of all other parts of the property located within the condominium not otherwise specifically identified as a maintenance, repair and replacement responsibility of a unit owner. Any maintenance, repair and replacement responsibilities of the Association shall be funded from both owner assessments and reserve funds. (See Section 9.2 of the Bylaws.)

7. Rental of Units. The rental or leasing of units is restricted. In the event that a unit owner does not occupy his or her unit, such unit owners may rent their units or allow rent-free occupancy of their units only to immediate family members. "Immediate family members" is defined to include the following: Spouses or ex-spouses, parents, step-parents, siblings, step-siblings, brothers/sisters in-law, step brothers/sisters in-law, children, step-children, and domestic partners or ex-domestic partners. (See Section 11.1 of the Bylaws.)

8. Unit Alterations. A unit owner may make improvements and alterations within its unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the unit or the building within the unit, and does not impair any easement. A unit owner may not change the dimensions of or the exterior appearance of a unit or any portion of the

common elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. A unit owner has the right to landscape or plant as he or she chooses within a twenty-four inch area immediately adjacent to the perimeter of a deck or patio of a unit. A unit owner has no right to enclose any limited common elements. A unit owner has no right to change the exterior appearance of a unit or any portion of the common elements without obtaining the prior written permission of the Association which permission may be denied in the sole discretion of the Association. (See Section 7.01 of the Declaration and Section 8.1 of the Bylaws.)

9. Parking. Parking is available in the garages immediately adjacent to each unit or located within the perimeter boundaries of each unit and upon the driveways leading to such garage. There are no separate fees or costs associated with such parking. Temporary on-street parking is also available. The Rules and Regulations do not allow for unlimited overnight parking upon a driveway.
10. Pets. Common household pets such as dogs, cats, fish, and birds are permitted, provided however, that dogs will be limited to a maximum of two (2) in a single family unit or one (1) in multi-family units. Cats shall be limited to a maximum of two (2) but in no event shall a combination of dogs and cats in any unit exceed two (2). (See paragraph B of the Rules and Regulations for such specifics and other information relating to pets.)
11. Reserves. The Association maintains reserves for repairs and replacement of common elements beyond routine maintenance, most particularly for the roofs and siding of the buildings within the condominium. A statutory reserve account under §703.163, Wisconsin Statutes, is maintained.
- 11m. Fees on New Units. There are no so-called “new units” or related fees thereto since the declarant of the condominium no longer owns any “unsold units” and also since the period of “declarant’s control” has ended.
- 11q. Amendments. A unit purchaser’s rights and responsibilities may be altered by an amendment of either the Restated Declaration of Condominium or the Revised Bylaws, both effective on November 11, 2014. The Declaration may be amended with the written consent of three-fourths (3/4) of the unit owners (one vote per each unit). (See Article X of the Declaration.) The Bylaws may be amended by the affirmative vote of unit owners having 67% or more of the authorized votes of all unit owners. (See Section 13.1 of the Bylaws.)