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OUTAGAMIE COUNTY SARAH R VAN CAMP REGISTER OF DEEDS

Fee Amount: \$30.00 Total Pages: 44

IN RE:

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17-1, 17-2, 18-1, 18-2, 19-1, 19-2, 19-3, 20-1, 20-2, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34-1, 34-2, 34-3, 35-1, 35-2, 35-3, 36-1, 36-2, 36-3, 37-1, 37-2, 38-1, 38-2, 39-1, 39-2, 40-1, 40-2, 40-3, 41-1, 41-2, 41-3, 42-1, 42-2, 42-3, 42-4, 43, 44-1, 44-2 in THE CONDOMINIUMS AT WARNER CREEK ADDENDUM NO. 1, being a Condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for The Condominiums At Warner Creek", dated June 1, 2004 and recorded June 2, 2004 in the Office of the Register of Deeds for Outagamie County, Wisconsin, as Document No. 1616453, which was corrected by Surveyor's Affidavit of Correction recorded June 23, 2004 as Document No. 1619906 and Amendment to Declaration of Condominium at Warner Creek dated December 13, 2006 and recorded December 18, 2006 as Document No. 1735289 and by a Condominium Plat therefore; together with all appurtenant rights, title and interests.

RETURN TO:

Attorney Steven P. Krause KRAUSE & METZ 15 Park Place, Suite 500 Appleton, WI 54914-8250

RESTATED DECLARATION OF CONDOMINIUM FOR THE CONDOMINIUMS AT WARNER CREEK

THIS RESTATED DECLARATION OF CONDOMINIUM (this "Declaration") is entered into, by and among, all of the undersigned parties who are current condominium unit owners of The Condominiums at Warner Creek located in the Town of Grand Chute, Outagamie County, Wisconsin.

RECITALS

A. The Declaration of Condominium For The Condominiums at Warner Creek was executed on June 1, 2004, and recorded June 2, 2004, with the Outagamie County Register of Deeds as Document No. 1616453. Such Declaration of Condominium was subsequently amended by a document entitled Amendment No. 1 to Declaration of Condominium For The Condominiums at Warner Creek executed on December 13, 2006, and recorded December 18, 2006 with the Outagamie County Register of Deeds as Document No. 1735289.



- B. The interests of the original declarant, Casaloma Properties, Inc., in the current remaining twenty (20) unbuilt units of The Condominiums at Warner Creek were conveyed to AnchorBank, FSB ("AnchorBank") by and through a Sheriff's Deed on Foreclosure executed on October 27, 2011, and recorded January 13, 2012, with the Outagamie County Register of Deeds as Document No. 1933121. AnchorBank subsequently conveyed seven (7) of the unbuilt units to Leon Church Builders LLC ("Church") by a Special Warranty Deed executed on June 12, 2014 and recorded June 16, 2014, with the Outagamie County Register of Deeds as Document No. 2017560.
- C. Due to general real estate economic conditions over recent years and market considerations going forward, AnchorBank and Church desire and intend to relocate the boundaries of various of their remaining unbuilt units.
- D. The same general real estate economic conditions over recent years referred to in the preceding Recital and specific condominium unit marketing considerations going forward have prompted the current condominium unit owners to "re-think" the original declarant's concept of the contemplated development of The Condominiums at Warner Creek in what might be termed a "traditional" manner. The units were traditionally defined in the original Declaration of Condominium with their respective boundaries creating the "cubicle of air" within a particular building that was intended for the exclusive use of the particular unit owner. The undersigned unit owners desire to restate the Declaration of Condominium to provide that the units be defined in a manner commonly referred to as a "building pad" or a "land" condominium whereby a "unit" resembles a "lot" and each unit owner, for the most part, is solely responsible for costs of construction, maintenance, repair and replacement of any buildings and other improvements constructed upon the unit and within the unit boundaries, and related insurance obligations in the same manner as a non-condominium, residential homeowner.
- E. Paragraph 13 of the original Declaration of Condominium provides that it "may be amended only with the written consent of seventy-five percent (75%) of the unit owners (one (1) vote per each unit ...)". All of the undersigned current condominium unit owners of The Condominiums of Warner Creek (and all of whom are hereinafter collectively referred to as the "Declarant"), desire in this document to amend and fully restate, in its entirety, the Declaration of Condominium for the Condominiums at Warner Creek.

ARTICLE I

DECLARATION

Declarant hereby ratifies and confirms that the Land (as defined in Section 2.02), together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the "Property"), has been submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

ARTICLE II

NAME; DESCRIPTION OF PROPERTY

- 2.01. Name. The name of the condominium restated by this Declaration (the "Condominium") is "The Condominiums at Warner Creek".
- 2.02. Legal Description. The land comprising the Property (the "Land") is located in the Town of Grand Chute, County of Outagamie, State of Wisconsin, was legally described by a metes and bounds description contained in the original Declaration of Condominium, and is now legally described pursuant to the description contained in the "IN RE" section of the opening page of this Declaration.
- 2.03. Address. The address of the Condominium shall consist of the individual numbers assigned to the units which are located on the following streets in the Town of Grand Chute with a current zip code of 54913 which also results in the delivery of U.S. postal service mail addressed to either "Appleton" or "Grand Chute": Pampas Drive; Wayside Lane; Commons Court; Crosscreek Circle; Ryegrass Drive; and Ryegrass Court.

ARTICLE III

DESCRIPTION OF UNITS

3.01. Identification of Units. The Condominium shall consist of sixty (60) units (individually a "Unit" and collectively the "Units") as located and identified on Addendum No. 2 to the Plat of The Condominiums at Warner Creek, a copy of which is attached hereto as Exhibit A and made a part hereof (such Addendum No. 2 along with the originally recorded Condominium Plat and all prior amendments thereto being hereinafter collectively referred to as the "Condominium Plat"), and is intended for independent private residential use. Each owner of a Unit is referred to as a "Unit Owner". Certain of the unbuilt Units which are included in the description of the Units in the "IN RE" section of the opening page of this Declaration are being relocated and will result in a new identification of such Units all as more specifically set forth in Section 3.03 hereafter.

3.02. Description and Boundaries of Units.

(a) Each Unit shall consist of a cubicle of air whose perimetrical boundaries shall be as set forth for such Unit on the condominium plat; whose lower boundary is an imaginary horizontal plane located parallel to and 50 feet below the surface of the ground, extended to the perimetrical boundaries; and whose upper boundary is an imaginary horizontal plane located parallel to and 50 feet above the surface of the ground, extended to the perimetrical boundaries. For duplex, triplex and four-plex buildings, any "interior"

perimetrical boundary shall be deemed to be the middle of any common wall between two Units.

- (b) The Unit shall include all improvements now or hereafter located within such boundaries including any building or portion of a building constructed within and upon such Unit and any other improvements constructed within and upon such Unit such as a driveway, sidewalks, landscaping, etc. The size, style, and configuration of the buildings or portion of the buildings already constructed and located within the perimetrical boundaries of each Unit have been approved, to date, in a manner to promote and foster a consistent, compatible and aesthetically pleasing development of the Condominium. The size, style, configuration, building materials, etc. of future buildings or portions of a building to be constructed within the perimetrical boundaries of each Unit shall be subject to prior review and approval by the Association in a manner to be set forth in the bylaws and/or rules and regulations of the Association to continue the consistency and compatibility of future buildings with those already constructed so as to promote an overall aesthetically pleasing and compatible development of the Condominium.
- (c) For clarification and emphasis purposes, all of the Units are to be effectively interpreted as "lots" which are solely owned by their respective Unit Owners. A Unit will, therefore, include the building, in its entirety, (or in the case of a duplex, triplex or four-plex, a portion of the building) along with any other improvements located within the parametric boundaries of the Unit as outlined on the condominium plat. As such, and except as otherwise provided in the Declaration or the bylaws, each of the respective Unit Owners of such Units are solely responsible for costs of construction, maintenance, repair and replacement of the buildings and all other improvements within and upon their respective Unit and the procurement of all insurance coverages and the payment of all premium costs relating thereto in substantially the same manner as a non-condominium, residential homeowner.
- 3.03. Relocation of Unit Boundaries of Unbuilt AnchorBank and Church Units. The units being relocated, all of which are now owned by either AnchorBank or Church are identified as follows:
 - (a) The boundaries within one (1) "3-Unit" building containing three (3) units and identified as Units 36-1, 36-2, and 36-3 are being relocated to result in the following:
 - Two (2) "Single Family" buildings containing one unit each and identified as units 36-1 and 36-2.
 - (b) The boundaries within one (1) "Duplex" building containing two (2) units and identified as units 37-1 and 37-2 are being relocated to result in the following:

- One (1) "Single Family" building containing one unit and identified as unit 37.
- (c) The boundaries within two (2) "Duplex" buildings containing two (2) units each and identified as units 39-1 and 39-2, and 44-1 and 44-2, and the boundaries of one (1) "3-Unit" building containing three (3) units and identified as units 40-1, 40-2, and 40-3 are being relocated to result in the following:
 - Two (2) "Duplex" buildings containing two (2) units each and identified as units 39-1 and 39-2, and units 40-1 and 40-2.
- (d) The boundaries of one (1) "3-Unit" building containing three (3) units and identified as units 41-1, 41-2, and 41-3 are being relocated to result in the following:
 - Two (2) "Single Family" buildings containing one (1) unit each and identified as units 41-1, and 41-2.

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

- 4.01. Common Elements. The common elements (the "Common Elements") are all of the Condominium except for the Units.
- 4.02. Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all of the Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following shall be considered Limited Common Elements:
 - (a) All decks, patios, driveways, steps, stoops and sidewalks, if any, as are intended for the private use of the Unit Owners of the Unit to which such improvements are attached, lead directly to or from, or are adjacent thereto;
 - (b) Those landscaped areas including shrubs, bushes, and/or other plantings (but specifically excluding trees), and decorative rock or mulch located immediately adjacent to, but not in excess of twenty-four (24) inches from, around a deck or patio of a Unit;
 - (c) Any other shrubs, bushes, trees, and/or other plantings, including immediately adjacent/surrounding landscaping areas, if any, which a Unit Owner (as distinguished from the Association as defined in Article VI) planted as part of the original landscaping of a particular building and paid for by a Unit Owner (as distinguished from the Association) and any subsequent shrubs, bushes, trees, and/or

other plantings, including immediately adjacent/surrounding landscaping area, if any, planted or constructed with the permission of the Association and paid for by the Unit Owner (as distinguished from the Association); and

(d) Any other improvements to Common Elements duly authorized by the Association and reserved for the exclusive use of one or more Unit Owners.

Subject to any further provisions in the bylaws dealing with maintenance, repair, or replacement obligations of the Unit Owners, the maintenance, repair, and replacement of Limited Common Elements shall be the sole financial responsibility of the Unit Owners having exclusive use of such Limited Common Elements.

4.03. Conflict Between Unit Boundaries; Common Element Boundaries.

- (a) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a building, or as a result of settling or shifting of a building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.
- (b) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a building, or as a result of settling or shifting of a building, then a valid easement for the encroachment and for its maintenance shall exist so long as such building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the Board of Directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

ARTICLE V

PERCENTAGE INTERESTS; VOTING

5.01. Percentage Interests. The undivided percentage interest in the Common Elements appurtenant to each Unit shall be as hereafter specified. For clarification and confirmation purposes, other than for the required reallocation of percentage interests among the unbuilt AnchorBank and Church Units, the Unit boundaries of which are being relocated

pursuant to Section 3.03, none of the following undivided percentage interests appurtenant to a specified Unit is any different than what was provided for in either: the original Declaration of Condominium; or in Amendment No. 1 to the Declaration of Condominium as to those Units which were included in a relocation and reallocation at that point in time. Therefore, and again for clarification and confirmation purposes, no current Unit Owner other than the unbuilt AnchorBank and Church Units has any change in the undivided percentage interests allocated to such Unit and the following are hereby ratified and confirmed to be the undivided percentage interests allocated to each of the following specified Units.

Unit #	Undivided Percentage Interest
1	1.501
5	1.501
6	1.501
7	1.501
8	1.501
9	1.501
10	1.501
11	1.501
12	1.501
13	1.501
14	1.501
15	1.501
16	1.501
17-1	1.407
17-2	1.407
18-1	1.407
18-2	1.407
19-1	1.407
19-2	1.407
19-3	1.407
20-1	1.407

43	42-4	42-3	42-2	42-1	38-2	38-1	35-3	35-2	35-1	34-3	34-2	34-1	33	32	31	30	~ 29	- 28	~ 27	~ 26	25	24	23	20-2
1.7545	1.216	1.216	1.216	1.216	1.6460	1.6460	1.407	1.407	1.407	1.407	1.407	1.407	1.7545	1.501	1.501	1.501	1.501	1.501	1.501	1.501	1.501	1.501	1.501	1.407

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The aggregate undivided interest in the Common Elements appertaining to the original Units the boundaries of which are being relocated pursuant to Section 3.03 above is computed as follows:

Duplex Units:
$$\frac{6}{24.6900\%} = \frac{9.8760\%}{15}$$
Three Family Units: $\frac{9}{15} = \frac{1.6460\%}{1.6460\%} = \frac{14.8140\%}{24.6900\%}$

As a result of the relocation of the Unit boundaries described in Section 3.03 above, the original 15 Units have become 9 Units and the aggregate undivided interest in the Common Elements appertaining to the relocated Units is reallocated as follows:

Single Family Units: 5 x 2.82152% =
$$14.1076\%$$

Duplex Units: 4 x $2.64560\% = 10.5824\%$
 9 24.6900%

Therefore, the undivided percentage interests allocated to the unbuilt AnchorBank and Church Units are as follows:

Unit#	Undivided Percentage Interest
2	1.5010
3	1.5010
4	1.5010
21	1.7545
22	1.7545
36-1	2.82152
36-2	2.82152
37	2.82152
39-1	2.64560
39-2	2.64560
40-1	2.64560
40-2	2.64560
41-1	2.82152
41-2	2.82152

The funds for payment of common expenses and for the creation of reserves for the payment of future common expenses (and likewise, the rights to common surpluses, if any) shall not be based upon the percentage interests in the Common Elements. The bylaws shall prescribe the basis upon which common expenses (and likewise, the creation of reserves for the payment of future common expenses and the rights to common surpluses, if any) shall be allocated and assessed against each Unit on an equitable basis reflecting whether the Unit is a single family Unit, a duplex Unit, a triplex Unit, or a four-plex Unit and taking into account the intent of the original Declaration of Condominium and the approximate proportionate differences expressed therein of the percentage interests between the various types of Units.

However, the replacement of the roadways within the Condominium (as distinguished from repair and maintenance of the roadways) shall be shared on an equal proportionate basis by all Unit Owners.

- 5.02. Conveyance or Encumbrance of Percentage Interest. Any deed, mortgage, or other instrument purporting to convey or encumber any Unit shall be deemed to include the Unit Owner's undivided percentage interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.
- **5.03. Voting.** Each Unit shall be entitled to one (1) vote at meetings of the Association (as defined in Article VI).
- 5.04. Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the bylaws.
- 5.05. Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VI

CONDOMINIUM ASSOCIATION

6.01. General. All Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "Warner Creek Condominium Owners' Association, Inc." (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonstock corporation under the

laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's Articles of Incorporation (the "Articles") and bylaws (the "Bylaws"), the Condominium Ownership Act, this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners unless otherwise stated in such amendment or modification.

6.02. Board of Directors. The affairs of the Association shall be governed by its Board of Directors.

ARTICLE VII

ALTERATIONS AND USE RESTRICTIONS

- 7.01. 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. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.
- 7.02. Purpose and Use of Units. The Units are intended for, and are hereby restricted for, residential use only.

ARTICLE VIII

RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

8.01. Common Elements. In the event of damage to or destruction of the Common Elements of the Condominium, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the Condominium. All cost of

the repair or reconstruction in excess of available insurance proceeds shall be a common expense. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved if the majority of votes are cast in favor of such repair or reconstruction.

- **8.02.** Units. Because of the redefinition of the term "Unit" and, for the most part, the individual Unit Owners' responsibility for the repair, maintenance, and replacement of the building and other improvements constructed within and upon such Unit:
 - (a) In the event of partial damage or destruction of a building and/or other improvements within and upon a Unit, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan, and specifications as originally built, so as to be compatible with the remainder of the Condominium.
 - (b) In the event of the total destruction of a building located within and upon a Unit, the effected Unit Owner(s) alone shall decide whether to reconstruct. In the event that such Unit Owner(s) does not elect to reconstruct the building, the Unit Owner shall promptly undertake at his/her/their own expense the demolition of any remaining improvements located upon and within the Unit and appropriate site restoration including, without limitation, adequate fill and landscaping to at least place the Unit "back" in a vacant land setting and compatible with the rest of the Condominium. In the event of the reconstruction of the building, the design, plan, and specifications of such building may vary from that of the original but, in any event, shall still be subject to the approval of the Association as set forth in Section 7.01 above.

ARTICLE IX

EASEMENTS

- 9.01. Watermain Easement. Declarant ratifies and confirms the grant in the original Declaration of Condominium to the Town of Grand Chute for a non-exclusive easement for ingress and egress through and over a twenty foot (20') wide area for purposes of maintaining the watermain which services the Condominium. The location of such easement area is depicted as the "20' Watermain Easement" on Sheet 2 of the original Condominium Plat. Such easement area is also more particularly shown and legally described on the Watermain Easement Reference Map attached hereto as Exhibit B and incorporated by reference into this Declaration.
- 9.02. Utility Easement. Declarant ratifies and confirms the reservation in the original Declaration of Condominium of a permanent easement for utility purposes through and over a ten foot (10') wide area, the location of such easement area being depicted as the

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"Utility Easement" on Sheet 2 of the original Condominium Plat. Declarant reserves the right to grant, convey, transfer, cancel, relocate, establish and deal with, upon such terms as the Association acting by and in the discretion of its Board of Directors may determine, easements in favor of public and private utilities through and over the utility easement area described in the preceding sentence and any other Common Elements of the Condominium for the purpose of providing, constructing, operating, adding to, repairing, maintaining and removing utilities services in and to the Units of the Condominium.

9.03. Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors the rights to grant to the Town of Grand Chute and County of Outagamie or public or semi-public utility companies, any other easements and rights-of-way for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, gas, water, telephone, and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

ARTICLE X

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least three-fourths (3/4) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. All amendments shall be recorded with the Register of Deeds for Outagamie County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner.

ARTICLE XI

GENERAL

11.01. Applicability of Declaration and Bylaws. The acceptance of a deed of conveyance or entering into occupancy, either as an owner or tenant of any Unit, shall constitute acceptance of the provisions of this Declaration, the Bylaws, and any Rules and Regulations adopted pursuant thereto. The provisions contained in such instruments shall be covenants running with the land, and shall bind any persons having an interest or estate in any Unit, those persons' heirs, legal representatives, successors or assigns, as though such provisions were recited in full in each deed or lease. The enforcement thereof may be by such

judicial proceedings as the Association may deem appropriate in addition to any remedies granted by the Condominium Ownership Act.

- 11.02. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.
- 11.03. Resident Agent. The name and address of the registered agent under Section 703.23 of the Wisconsin Statutes is Attorney Steven P. Krause, Krause & Metz, 15 Park Place, Suite 500, Appleton, Wisconsin, 54914. The registered agent shall hereafter be the registered agent for the Association and such registered agent may be changed by the Association in any manner permitted by law.
- 11.04. Requisite Consent and Approval. The signature pages hereafter of the Unit Owners and the Consent of Mortgagee pages thereafter provide the requisite number of Unit Owner consents and mortgagee approvals for this Restated Declaration of Condominium to become effective upon recording.

[Signature pages to follow.]

IN WITNESS WHEREOF, the undersigned Unit Owners of the Condominium have caused this Restated Declaration of Condominium to be executed as of the 20 day of August , 2014. AnchorBank, FSB, Owner of Units 2, 3, 4, 21, 22, 36-1, 36-2, 36-3, \$7-1, 37-2, 41-1, 41-2, and 41-3 By: Name: Its: Samuel J. Smith, Co-Owner of Unit 1 Darla M. Smith, Co-Owner of Unit 1 Stanley M. Sielaff and Sharon A. Sielaff Revocable Trust originally dated September 1, 1998, Owner of Unit 5 The Daniel L. Rorabeck and Kay F. Rorabeck Living Trust, Owner of Unit 6 Daniel L. Rorabeck, Trustee William W. Robertson and Helen M. Robertson Restated Joint Revocable Trust Dated 1/3/05, Owner of Unit 7 William W. Robertson, Trustee Helen M. Robertson, Trustee Jack Osol, Co-Owner of Unit 8 Patricia L. Osol, Co-Owner of Unit 8 Patricia A: Zanzig, Co-Owner of Unit 9 William N. Zanzig, Co-Owner of Unit 9 Curtis H. Parkhurst, Co-Owner of Unit 10 Jean S. Parkhurst, Co-Owner of Unit 10 Sheila B. Stojak, Co-Owner of Unit 11 Daniel L. Stojak, Co-Owner of Unit 11

IN WITNESS WHEREOF, the undersigned Unit Owners of the Condominium have caused this Restated Declaration of Condominium to be executed as of the $\frac{20}{20}$ day of August , 2014. AnchorBank, FSB, Owner of Units 2/3/14, 21, 22, 36-1, 36-2, 36-3, 37-1, 37-2, 41-1, 41-2, and 41-3 By: Name: James R. Davis Its: Vice President – OREO Darla M. Smith, Co-Owner of Unit 1 Samuel J. Smith, Co-Owner of Unit 1 Stanley M. Sielaff and Sharon A. Sielaff Revocable Trust originally dated September 1, 1998, Owner of Unit 5 By:
Stanley M. Sielaff, Trustee By:
Sharon A. Sielaff, Trustee The Daniel L. Rorabeck and Kay F. Rorabeck Living Trust, Owner of Unit 6 Kay F. Rorabeck, Trustee Daniel L. Rorabeck, Trustee William W. Robertson and Helen M. Robertson Restated Joint Revocable Trust Dated 1/3/05, Owner of Unit 7 William W. Robertson, Trustee Helen M. Robertson, Trustee Patricia L. Osol, Co-Owner of Unit 8 Jack Osol, Co-Owner of Unit 8 Patricia A. Zanzig, Co-Owner of Unit 9 William N. Zanzig, Co-Owner of Unit 9 Jean S. Parkhurst, Co-Owner of Unit 10 Curtis H. Parkhurst, Co-Owner of Unit 10 Sheila B. Stojak, Co-Owner of Unit 11 Daniel L. Stojak, Co-Owner of Unit 11

Richard J. Leonard and Laura A. Leonard Living Trust dated February 23, 2005, Owner of Unit 12 a femilia Laura A. Leonard, Trustee Vergme F. Kolbe, Co-Owner of Unit 13 Barbara R. Kolbe, Co-Owner of Unit 13 Richard R. O'Neill and Sandra J. O'Neill Living Trust Dated February 20, 2014, Owner of Unit 14 By: Richard R. O'Neill, Trustee Sandra J. O'Neill, Trustee Barbara Hubley Revocable Living Trust, Owner of Unit 15 Barbara Hubley, Trustee // Mark V. Weber, Co-Owner of Unit 16 Lois L. Weber, Co-Owner of Unit 16 Cheryl D. Allen, Life Tenant of Unit 17-1 Troy M. Allen, Remainderman of Unit 17-1 Patrick B. Allen, Remainderman of Unit 17-1 Timothy D. Allen, Remainderman of Unit 17-1 Jacqueline M. Hoganson, Owner of Unit 17-2 David C. Selleck, Co-Owner of Unit 18-1 Celeste F. Selleck, Co-Owner of Unit 18-1 Jeffrey P. Diehl, Remainderman of Unit 18-2 Carol L. Diehl, Life Tenant of Unit 18-2

Holly L. Nelson, Remainderman of Unit 18-2

By:	By:
Richard J. Leonard, Trustee	Laura A. Leonard, Trustee
Jerome F. Kolbe, Co-Owner of Unit 13	Barbara R. Kolbe, Co-Owner of Unit 13
Richard R. O'Neill and Sandra J. O'Neill Living Tru	ust Dated February 20, 2014, Owner of Unit 14
By:	By:
Richard R. O'Neill, Trustee	Sandra J. O'Neill, Trustee
Barbara Hubley Revocable Living Trust, Owner of	Unit 15
By:	
Barbara Hubley, Trustee	
Mark V. Weber, Co-Owner of Unit 16	Lois L. Weber, Co-Owner of Unit 16
Cheryl D. Allen, Life Tenant of Unit 17-1	Troy M. Allen, Remainderman of Unit 17-1
Patrick B. Allen, Remainderman of Unit 17-1	Timothy D. Allen, Remainderman of Unit 17-1
Jacqueline M. Hoganson, Owner of Unit 17-2	
David C. Selleck, Co-Owner of Unit 18-1	Celeste F. Selleck, Co-Owner of Unit 18-1
Carol L. Diehl, Life Tenant of Unit 18-2	Jeffrey P. Diehl, Remainderman of Unit 18-2
Holly L. Nelson, Remainderman of Unit 18-2	

By:	By:
Richard J. Leonard, Trustee	Laura A. Leonard, Trustee
Jerome F. Kolbe, Co-Owner of Unit 13	Barbara R. Kolbe, Co-Owner of Unit 13
Richard R. O'Neill and Sandra J. O'Neill Living Tr	ust Dated February 20, 2014, Owner of Unit 14
By:	By:
Richard R. O'Neill, Trustee	Sandra J. O'Neill, Trustee
Barbara Hubley Revocable Living Trust, Owner of	Unit 15
By:	
Barbara Hubley, Trustee	
Mark V. Weber, Co-Owner of Unit 16	Lois L. Weber, Co-Owner of Unit 16
C1 - 1 TO A 11 - T if Toward of I Toit 17 1	Troy M. Allen, Remainderman of Unit 17-1
Cheryl D. Allen, Life Tenant of Unit 17-1	Troy Mr. Anch, Remanderman of Ome 17-1
Patrick B. Allen, Remainderman of Unit 17-1	Timothy D. Allen, Remainderman of Unit 17-1
Jacqueline M. Hoganson, Owner of Unit 17-2	
David C. Selleck, Co-Owner of Unit 18-1	Celeste F. Selleck, Co-Owner of Unit 18-1
Carol L. Diehl, Life Tenant of Unit 18-2	Jeffrey P. Diehl, Remainderman of Unit 18-2
Holly L. Nelson, Remainderman of Unit 18-2	

By:	By:
Richard J. Leonard, Trustee	Laura A. Leonard, Trustee
erome F. Kolbe, Co-Owner of Unit 13	Barbara R. Kolbe, Co-Owner of Unit 13
Richard R. O'Neill and Sandra J. O'Neill Living Tr	ust Dated February 20, 2014, Owner of Unit 14
By:	By:
Richard R. O'Neill, Trustee	Sandra J. O'Neill, Trustee
Barbara Hubley Revocable Living Trust, Owner of	Unit 15
By:	
Barbara Hubley, Trustee	
	T - T XXZ-1
Mark V. Weber, Co-Owner of Unit 16	Lois L. Weber, Co-Owner of Unit 16
Cheryl D. Allen, Life Tenant of Unit 17-1	Troy M. Allen, Remainderman of Unit 17-1
	Chin Dan 08/28/2014
Patrick B. Allen, Remainderman of Unit 17-1	Timothy D. Allen, Remainderman of Unit 17-1
Jacqueline M. Hoganson, Owner of Unit 17-2	
David C. Selleck, Co-Owner of Unit 18-1	Celeste F. Selleck, Co-Owner of Unit 18-1
Carol L. Diehl, Life Tenant of Unit 18-2	Jeffrey P. Diehl, Remainderman of Unit 18-2
Holly L. Nelson, Remainderman of Unit 18-2	

3y:	By:
Richard J. Leonard, Trustee	Laura A. Leonard, Trustee
erome F. Kolbe, Co-Owner of Unit 13	Barbara R. Kolbe, Co-Owner of Unit 13
Richard R. O'Neill and Sandra J. O'Neill Living Tr	ust Dated February 20, 2014, Owner of Unit 14
3y:	By:
Richard R. O'Neill, Trustee	Sandra J. O'Neill, Trustee
Barbara Hubley Revocable Living Trust, Owner of	Unit 15
3y:	
Barbara Hubley, Trustee	
Mark V. Weber, Co-Owner of Unit 16	Lois L. Weber, Co-Owner of Unit 16
Cheryl D. Allen, Life Tenant of Unit 17-1	Troy M. Allen, Remainderman of Unit 17-1
Patrick B. Allen, Remainderman of Unit 17-1	Timothy D. Allen, Remainderman of Unit 17-1
Latifold D. Parion, recipilinated rinary or outle and a	
Jacqueline M. Hoganson, Owner of Unit 17-2	
David C. Selleck, Co-Owner of Unit 18-1	Celeste F. Selleck, Co-Owner of Unit 18-1
Carol L. Diehl, Life Tenant of Unit 18-2	Jeffrey P. Diehl, Remainderman of Unit 18-2
Holly L Nelson, Remainderman of Unit 18-2	

.

.

William R. Thompson Testamentary Trust, Owner of U	nit 19-1
By:	
Barbara J. Uehling, Owner of Unit 19-2	
Michael D. King Co-Owner of Unit 19-3	Donna J. King, Co-Owner of Unit 19-3
Terry J. Tess, Co-Owner of Unit 20-1	Sara T. Tess, Co-Owner of Unit 20-1
Eva M. Timm, Owner of Unit 20-2	
Donald J. Ripley and Patricia L. Ripley Revocable Trus By: Donald J. Ripley, Trustee	By: Relieve Lyley Patricia L. Ripley, Trustee
Carol A. Johnston, Life Tenant of Unit 24	Julie K. Wendt, Remainderman of Unit 24
Barbara L. Winiecki, Remainderman of Unit 24	
Braun Revocable Trust dated March 15, 2000, Owner of By: By: Dennis J. Braun, Trustee	By Mariene M. Braun, Trustee
Paul M. Toonen, Co-Owner of Unit 26	Frankie M. Toonen, Co-Owner of Unit 26
Bruce A. Pirkel, Co-Owner of Unit 27	Deborah L. Pirkel f/k/a Deborah L. Andrews, Co-Owner of Unit 27

William R. Thompson Testamentary Trust, Owner of	f Unit 19-1
By: Richard Thompson, Successor Trustee	
Barbara J. Uehling, Owner of Unit 19-2	
Michael D. King Co-Owner of Unit 19-3	Donna J. King, Co-Owner of Unit 19-3
Terry J. Tess, Co-Owner of Unit 20-1	Sara T. Tess, Co-Owner of Unit 20-1
Eva M. Timm, Owner of Unit 20-2	
Donald J. Ripley and Patricia L. Ripley Revocable T	Trust, Owner of Unit 23
By:	By: Patricia L. Ripley, Trustee
Carol A. Johnston, Life Tenant of Unit 24	Julie K. Wendt, Remainderman of Unit 24
Barbara L. Winiecki, Remainderman of Unit 24	
Braun Revocable Trust dated March 15, 2000, Own	er of Unit 25
By:	By: Marlene M. Braun, Trustee
Paul M. Toonen, Co-Owner of Unit 26	Frankie M. Toonen, Co-Owner of Unit 26
Bruce A. Pirkel, Co-Owner of Unit 27	Deborah L. Pirkel f/k/a Deborah L. Andrews, Co-Owne of Unit 27

William R. Thompson Testamentary Trust, Owner of	Unit 19-1
By:	
Barbara J. Uehling, Owner of Unit 19-2	
Michael D. King Co-Owner of Unit 19-3	Donna J. King, Co-Owner of Unit 19-3
Terry J. Tess, Co-Owner of Unit 20-1	Sara T. Tess, Co-Owner of Unit 20-1
Eva M. Timm, Owner of Unit 20-2	
Donald J. Ripley and Patricia L. Ripley Revocable Tr	rust, Owner of Unit 23
By:	By:
Carol A. Johnston, Life Tenant of Unit 24	Julie K. Wendt, Remainderman of Unit 24
Barbara L. Winiecki, Remainderman of Unit 24	
Braun Revocable Trust dated March 15, 2000, Owne	er of Unit 25
By:	By:
Dennis J. Braun, Trustee	Marlene M. Braun, Trustee
Paul M. Toonen, Co-Owner of Unit 26	Frankie M. Toonen, Co-Owner of Unit 26
Bruce A. Pirkel, Co-Owner of Unit 27	Deborah L. Pirkel f/k/a Deborah L. Andrews, Co-Owne of Unit 27

D	
Donna Elise Extixox, Owner of Unit 28	
Elliott	
Ward Joint Revocable Trust Dated 8/15/96, Owner of Un	nit 29
By: Martha 2. Ward	By: Richard H. ara
Ward Revolute Trust, Trustee	By: Richard H. alard Martha Z. Ward POFF, Trustee
Debovah A Koval Sweeten Debovah A. Kordsmeier, Owner of Unit 30	
Joan R. Smith, Owner of Unit 31	
Wendy J. Barton, Owner of Unit 32	
	M
James Ultung, Co-Owner of Unit 33	Mary Ultring, Co-Owner of Unit 33
Glenn S. and Nancy C. Shelley Living Trust dated June	19, 2013, Owner of Unit 34-1
By: Shelley, Trustee Glenn S. Shelley, Trustee	By: Nancy C. Shelley, Trustee
Marilyn A. Phillips, Owner of Unit 34-2	
Mary Beth Czech, Owner of Unit 34-3	
Elwood C. and Ruth M. Barthel Revocable Trust, Owner	r of Unit 35-1
By: Elienes C. Cools	By: Path In. Basthel
Elwood C. Barthel, Trustee	Ruth M. Barthel, Trustee

William G. Barker, Co-Owner of Unit 35-2	Betty A. Barker, Co-Owner of Unit 35-2
John F. Bell, Co-Owner of Unit 35-3	Barbara D. Bell, Co-Owner of Unit 35-3
Katherine S. Murphy, Owner of Unit 38-1	
Kay F. Busse, Owner of Unit 38-2	
Shannon K. VanDyke, Owner of Unit 42-1	
Tamara L. Marquardt, Owner of Unit 42-2	
RT-APPLETON, LLC, Owner of Unit 42-3 By:	
Cindy J. Goldsworthy, Owner of Unit 42-4	
James W. and Patricia A. Dorn Living Trust dated May 3	3, 2012, Owner of Unit 43
By: W. W. Wow. James W. Dorn, Trustee	By: Patricia A. Dorn, Trustee
Leon Church Builders LLC, Owner of Units 39-1, 39-2, 4 By:	40-1, 40-2, 40-3, 44-1, and 44-2

William G. Barker, Co-Owner of Unit 35-2	Betty A. Barker, Co-Owner of Unit 35-2
John F. Bell, Co-Owner of Unit 35-3	Barbara D. Bell, Co-Owner of Unit 35-3
Joseph F. Murphy, Co-Owner of Unit 38-1	Katherine S. Murphy, Co-Owner of Unit 38-1
Kay F. Busse, Owner of Unit 38-2 Shannon K. VanDyke, Owner of Unit 42-1	
Tamara L. Marquardt, Owner of Unit 42-2	
RT-APPLETON, LLC, Owner of Unit 42-3	
By:, Membe	– (T
Cindy J. Goldsworthy, Owner of Unit 42-4	
James W. and Patricia A. Dorn Living Trust dated Ma	y 3, 2012, Owner of Unit 43
By: James W. Dorn, Trustee	By: Patricia A. Dorn, Trustee
Leon Church Builders LLC, Owner of Units 39-1, 39-	-2, 40-1, 40-2, 40-3, 44-1, and 44-2
By: Leon Church, Member	

AUTHENTICATION

Signatures of James R. Davis, Samuel J. Smith, Darla M. Smith, Stanley M. Sielaff, Sharon A. Sielaff, Daniel L. Rorabeck, Kay F. Rorabeck, William W. Robertson, Helen M. Robertson, Jack Osol, Patricia L. Osol, William N. Zanzig, Patricia T. Zanzig, Curtis H. Parkhurst, Jean S. Parkhurst, Daniel L. Stojak, Sheila B. Stojak, Laura A. Leonard, Jerome F. Kolbe, Barbara R. Kolbe, Richard R. O'Neill, Sandra J. O'Neill, Barbara Hubley, Mark V. Weber, Lois L. Weber, Cheryl D. Allen, Troy M. Allen, Patrick B. Allen, Timothy D. Allen, Jacqueline M. Hoganson, David C. Selleck, Celeste F. Selleck, Carol L. Diehl, Jeffrey P. Diehl, Holly L. Nelson, Richard Thompson, Barbara J. Uehling, Michael D. King, Donna J. King, Terry J. Tess, Sara T. Tess, Eva M. Timm, Donald J. Ripley, Patricia L. Ripley, Carol A. Johnston, Julie K. Wendt, Barbara L. Winiecki, Dennis J. Braun, Marlene M. Braun, Paul M. Toonen, Frankie M. Toonen, Bruce A. Pirkel, Deborah L. Pirkel, Donna Elise Elliott, Martha Z. Ward, Richard H. Ward, Deborah A. Kordsmeier, Joan R. Smith, Wendy J. Barton, James Ultang, Mary Ultang, Glenn S. Shelley, Nancy C. Shelley, Marilyn A. Phillips, Mary Beth Czech, Elwood C. Barthel, Ruth M. Barthel, William G. Barker, Betty A. Barker, John F. Bell, Barbara D. Bell, Katherine S. Murphy, Kay F. Busse, Shannon K. VanDyke, Tamara L. Marquardt, Brian M. Brown, Cindy J. Goldsworthy, James W. Dorn, Patricia A. Dorn, and Leon Church authenticated this

Steven P. Krause

TITLE: MEMBER STATE BAR OF WISCONSIN

Atten P. Known

This instrument was drafted by Attorney Steven P. Krause Krause & Metz 15 Park Place, Suite 500 Appleton, WI 54914-8250

The undersigned, being the holder of a mortgage upon Unit 1, in THE CONDOMINIUMS AT WARNER CREEK executed by Samuel J. Smith and Darla M. Smith, husband and wife, to the undersigned recorded in the office of the Register of Deeds of Outagamie County, Wisconsin, as

	nt to all of the terms and conditions of the foregoing Restated lominiums at Warner Creek, and agrees that its interest in the le terms thereof.
Dated this day of October, 2	2014
	HORICON BANK
	By: Mary Marke Name: Its: Consumer Banking Officer
STATE OF WISCONSIN) ss. COUNTY OF <u>Calumet</u>)	
Personally came before me this 17 Consumer Banking Officer of the purposes recited therein on behalf of the	day of October, 2014, Mana M. Gove, the Horicon Bank, who acknowledged the foregoing document for same.

Notary Public, State of Wisconsin.

My Commission: 5-(8-17

My Commission:

The undersigned, being the holder of a mortgage upon Unit 13, in THE CONDOMINIUMS AT WARNER CREEK executed by Jerome F. Kolbe and Barbara R. Kolbe, to the undersigned recorded in the office of the Register of Deeds of Outagamie County, Wisconsin, as Document No. 1824483 does hereby consent to all of the terms and conditions of the foregoing Restated Declaration of Condominium For The Condominiums at Warner Creek, and agrees that its interest in the property shall be subject in all respects to the terms thereof.

Dated this _____ day of October, 2014

Associated Bank, N.A.

By: Sandrag Brigg Name:

Its: VP Retail Loan Contract Servicing

STATE OF WISCONSIN) ss COUNTY OF Portage)

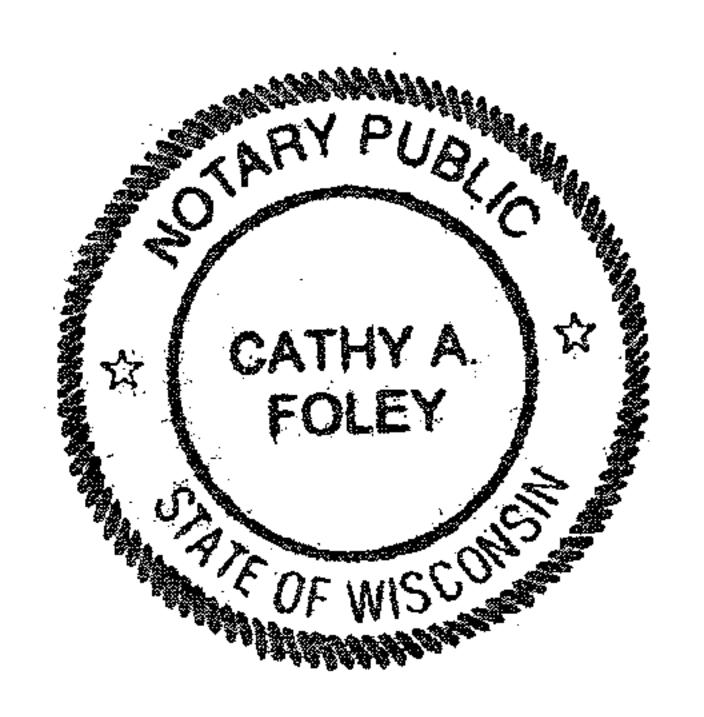
Personally came before me this day of October, 2014, Sandra J Grage, the Pretail Loan Contract Servici of Associated Bank, N.A., who acknowledged the foregoing document for the purposes recited therein on behalf of the same.

Name: U Cathy A Foley

Notary Public, State of Wisconsin.

Mr. Commission: Price of Visconsin.

My Commission: 2-15-17



The undersigned, being the holder of a mortgage upon Unit 17-1, in THE CONDOMINIUMS AT WARNER CREEK executed by Troy M. Allen, Patrick B. Allen, and Timothy D. Allen; and Cheryl D. Allen, Life Estate interest, to the undersigned recorded in the office of the Register of Deeds of Outagamie County, Wisconsin, as Document No. 1824282 does hereby consent to all of the terms and conditions of the foregoing Restated Declaration of Condominium of The Condominiums at Warner Creek, and agrees that its interest in the property shall be subject in all respects to the terms thereof.

Cicck, and agrees mat its interest in	the property shan be subject in an respects to the terms thereof.
Dated thisday of	1446V45 , 2014
	AnchorBank, fsb By: Name: James R. Davis Its: Vice President - OREO
STATE OF WISCONSIN COUNTY OF) ss.)
Personally came before me the President - OREO of AnchorBank, for recited therein on behalf of the same.	nis 25 day of <u>hugust</u> , 2014, James R. Davis, the Vice sb, who acknowledged the foregoing document for the purposes.
	Name: Give Misconsin. Notary Public, State of Wisconsin. My Commission: //2//8

The undersigned, being the holder of a mortgage upon Unit 18-1, in THE CONDOMINIUMS AT WARNER CREEK executed by David C. Selleck and Celeste F. Selleck, husband and wife, to the undersigned recorded in the office of the Register of Deeds of Outagamie County, Wisconsin, as Document No. 2014786 does hereby consent to all of the terms and conditions of the foregoing Restated Declaration of Condominium For The Condominiums at Warner Creek, and agrees that its interest in the property shall be subject in all respects to the terms thereof.

property shall be subject in all respects to the terms thereof.
Dated this 2 day of October, 2014
Community First Credit Union
By:
STATE OF WISCONSIN) ss.
COUNTY OF Calumet)
Personally came before me this 2 day of
Notary Public, State of Wisconsin. B LMy Commission: 7-22-17

The undersigned, being the holder of a mortgage upon Unit 19-3, in THE CONDOMINIUMS AT WARNER CREEK executed by Michael D. King and Donna J. King, husband and wife, to the undersigned recorded in the office of the Register of Deeds of Outagamie County, Wisconsin, as Document No. 1998325 does hereby consent to all of the terms and conditions of the foregoing Restated Declaration of Condominium For The Condominiums at Warner Creek, and agrees that its interest in the property shall be subject in all respects to the terms thereof.

property shall be subject in all respects to the terms mereor.
Dated this and day of October, 2014
Community First Credit Union By:
Name: Timothy J. Sciborcki Its: SVF Lending
STATE OF WISCONSIN) COUNTY OF (alumet) ss.
Personally came before me this 2 day of, 2014,, 2014,
My Commission: 7-22-17

The undersigned, being the holder of a mortgage upon Unit 20-1, in THE CONDOMINIUMS AT WARNER CREEK executed by Terry J. Tess and Sara T. Tess, husband and wife, to the undersigned recorded in the office of the Register of Deeds of Outagamie County, Wisconsin, as Document No. 1902913 does hereby consent to all of the terms and conditions of the foregoing Restated Declaration of Condominium For The Condominiums at Warner Creek, and agrees that its interest in the property shall be subject in all respects to the terms thereof.

Dated this day of October, 2014

Capital Credit Union

By:	1 sur	They 1.	llep	report	0	<u> </u>	
Name:		100		1	.	1. 0.	
Its:	Vice	Presi	dent	IVI CV	gage	Lendin	19

STATE OF WISCONSIN) ss COUNTY OF Outagamie)

Personally came before me this May of October, 2014, Timothy J. Wyngaard, the Wee President Marage Lending of Capital Credit Union, who acknowledged the foregoing document for the purposes recited therein on behalf of the same.

Name: See Natzle

Notary Public, State of Wisconsin.

My Commission: 04/05/2016

The undersigned, being the holder of a mortgage upon Unit 25, in THE CONDOMINIUMS AT WARNER CREEK executed by Dennis J. Braun and Marlene M. Braun, as Trustees of the Braun Revocable Trust dated March 15, 2000, to the undersigned recorded in the office of the Register of Deeds of Outagamie County, Wisconsin, as Document No. 1971623 does hereby consent to all of the terms and conditions of the foregoing Restated Declaration of Condominium For The Condominiums at Warner Creek, and agrees that its interest in the property shall be subject in all respects to the terms thereof.

Dated this 25th day of Scotember, 2014	
American National Bank – Fox Cities	
By: Brut/Whaten Name: Brot I Walbrun Its: Vice President	
STATE OF WISCONSIN) ss. COUNTY OF Outagamie)	
Personally came before me this Doday of September, 2014, Breather Of American National Bank – Fox Citical Resident of the purposes recited therein on behalf of the purposes recited therein on behalf of the purposes.	
Name: Justith M. Notary Public, State of Wiscon My Commission: 12-26-	nsin.

The undersigned, being the holder of a mortgage upon Unit 27, in THE CONDOMINIUMS AT WARNER CREEK executed by Bruce A. Pirkel and Deborah L. Andrews (nka Deborah L. Pirkel), to the undersigned recorded in the office of the Register of Deeds of Outagamie County, Wisconsin, as Document No. 1714944 does hereby consent to all of the terms and conditions of the foregoing Restated Declaration of Condominium of The Condominiums at Warner Creek, and agrees that its interest in the property shall be subject in all respects to the terms thereof.

Dated this Z5 day of	<u>A. A. J. J.</u>
	AnchorBank, fsb By:
STATE OF WISCONSIN COUNTY OF) ss.) s 25 day of flugget, 2014, James R. Davis, the Vice b, who acknowledged the foregoing document for the purposes
President - OREO of AnchorBank, fsh recited therein on behalf of the same.	o, who acknowledged the foregoing document for the purposes
	Name: GNON JOLAN Notary Public, State of Wisconsin. My Commission: 1/3/19

The undersigned, being the holder of a mortgage upon Unit 28, in THE CONDOMINIUMS AT WARNER CREEK executed by Donna E. Elliott to the undersigned recorded in the office of the Register of Deeds of Outagamie County, Wisconsin, as Document No. 1933153 does hereby consent to all of the terms and conditions of the foregoing Restated Declaration of Condominium For The Condominiums at Warner Creek, and agrees that its interest in the property shall be subject in all respects to the terms thereof.

My Commission: ________

The undersigned, being the holder of a mortgage upon Unit 35-2, in THE CONDOMINIUMS AT WARNER CREEK executed by William G. Barker and Betty A. Barker, to the undersigned recorded in the office of the Register of Deeds of Outagamie County, Wisconsin, as Document No. 1911785 does hereby consent to all of the terms and conditions of the foregoing Restated Declaration of Condominium For The Condominiums at Warner Creek, and agrees that its interest in the property shall be subject in all respects to the terms thereof.

Dated this and day of October, 2014

Associated Bank, N.A.

STATE OF WISCONSIN

Personally came before me this day of October, 2014, Sandra J Grega, the Detail Loan Contract Sarvicin of Associated Bank, N.A., who acknowledged the foregoing document for the purposes recited therein on behalf of the same.

Notary Public, State of Wisconsin.

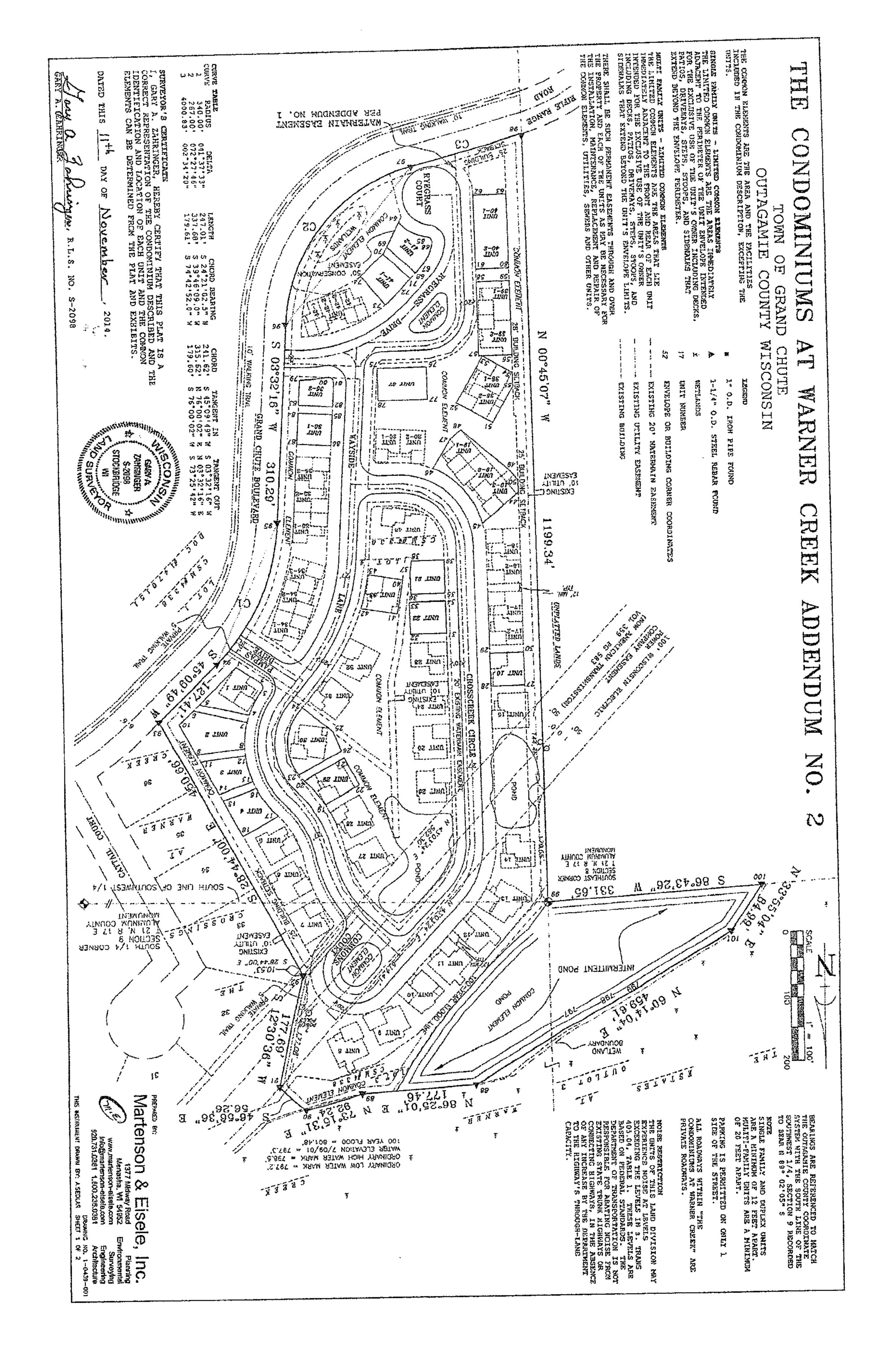
My Commission: $\frac{9-15-17}{2}$

The undersigned, being the holder of a mortgage upon Unit 35-3, in THE CONDOMINIUMS AT WARNER CREEK executed by John F. Bell and Barbara D. Bell, husband and wife, to the undersigned recorded in the office of the Register of Deeds of Outagamie County, Wisconsin, as Document No. 1987244 does hereby consent to all of the terms and conditions of the foregoing Restated Declaration of Condominium For The Condominiums at Warner Creek, and agrees that its interest in the property shall be subject in all respects to the terms thereof.

Condominium For The Condominiums at warner Creek, and agrees that its interest in the property shan
be subject in all respects to the terms thereof.
Dated this and day of October, 2014
Community First Credit Union
By: Wholly J. Scrborski Its: SVP Lenting
STATE OF WISCONSIN) COUNTY OFCalumet) SS.
Personally came before me this day of October, 2014, Timothy Sciborski the 5VP Lending of Community First Credit Union, who acknowledged the foregoing document for the purposes recited therein on behalf of the same.
Name: Kenn to

The undersigned, being the holder of a mortgage upon Unit 42-4, in THE CONDOMINIUMS AT WARNER CREEK executed by Cindy J. Goldsworthy, to the undersigned recorded in the office of the Register of Deeds of Outagamie County, Wisconsin, as Document No. 2001376 does hereby consent to all of the terms and conditions of the foregoing Restated Declaration of Condominium For The Condominiums at Warner Creek, and agrees that its interest in the property shall be subject in all respects to the terms thereof.

Condominiums at Warner Creek, and agrees the terms thereof.	that its interest in the property shall be subject in all respect
Dated this Sthat day of October, 20	014
	Nicolet National Bank
	By: Name: Brian D Paschen Its: Vice President
STATE OF WISCONSIN) ss. COUNTY OF Outroon)	
Personally came before me this State Vice fairlest of document for the purposes recited therein of the purposes recited the purpose recited the purposes recited th	day of October, 2014, Rrian B. Parken, the fine Nicolet National Bank, who acknowledged the foregoing n behalf of the same.
SCHERRER	Name: Vaso Scherer Notary Public, State of Wisconsin. My Commission: 6/26/16



***** GNO MIN SM J Z 正大 EEK GN ___ 0 S

TOWN OF F GRAND SIM CHUTE ONSIN

RESOLVED, THAT THE CONDOMINIUMS AT WARNER CREEK ADDENDUM NO. 2 IN THE TOWN OF GRAND CHUTE IS HEREBY APPROVED AS SURVEYED AND MAPPED BY THE TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN.



AUTHORIZED REPRESENTATIVE TOWN OF GRAND CHUTE

TEGAL DESCRIPTION

THE CONDOMINIUMS AT WARNER DOCUMENT NO. 1755288, ALSO CREEK ADDENDUM DESCRIBED AS: 3 RECORDED

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8 AND PARTS OF LOT 3 AND 4 OF CERTIFIED SURVEY MAP NO. 4338, RECORDED (PAGE 4338 AS DOCUMENT NO. 1470151, BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 9 AND THE NORTHWEST 1/4 OF THE 영없

BEGINN 86 DEGI SAID S ING AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE SOUTH REES 43 MINUTES 26 SECONDS WEST, ALONG THE SOUTH LINE OF OUTHEAST 1/4, A DISTANCE OF 331.65 FEET;

THENCE NORTH 33 DEGREES 55 MINUTES 04 LINE OF OUTLOT 3 OF THE ESTATES SECONDS EAST, ALONG AT WARNER CREEK, 84. 3HT

THENCE SOUTH 1 THENCE SOUTH 1 LINE OF OUTLOT 3, NORTH 60 DEGREES 14 MINUTES 04 INE OF OUTLOT 3, A DISTANCE OF 25 MINUTES A DISTANCE 0.1 0.1 SECONDS 459.61 SECOND 177.46 east, FEET; ALONG ALONG SAID SAID

THENCE NORTH 73 DEGREES F OUTLOT 3, 15 MINUTES A DISTANCE 31 OF SECONDS EAST, 92.24 FEET: ALONG SAID

THENCE THENCE SOUTH SOUTH 12 44 6 DEGREES 56 MINUTES 36 S SECONDS SECONDS west, EAST, ALONG 177.69 56,26 188 PEET; MEST

THENCE RIGHT THENCE SOUTH 28 DEGREES 44 MINUTES 00 SECONDS LINE OF THE CROSSINGS AT WARNER CREEK, 450.66 SOUTH 45 DEGREES 09 MINUTES 49 SECONDS WEST, ALONG OF WAY LINE OF GRAND CHUTE BOULEVARD, 127.41 FEET; EAST, THE WEST

THENCE, ALONG SAID WEST RIGHT OF WAY LINE OF GRAND CHUTE 247.01 FEET ALONG AN ARC OF A CURVE TO THE LEFT HAVING A 340.00 FEET WITH A CHORD WHICH BEARS SOUTH 24 DEGREES 21 02.5 SECONDS WEST, 241.62 FEET; BOULEVARD, RADIUS OF MINUTES

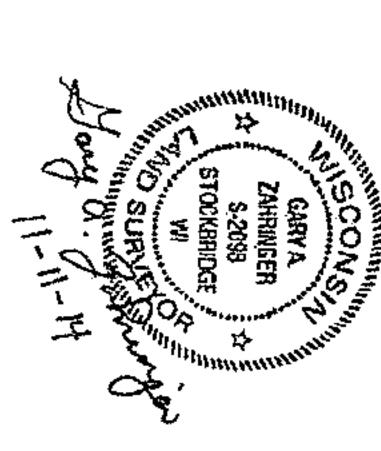
THENCE SOUTH 03 DEGREES 32 MINUTES 16 WEST RIGHT OF WAY LINE, 310.29 FEET, SECONDS WEST, ALONG SAID

THENCE, ARC OF I CHORD WI 315.62 I E, ALONG SAID F A CURVE TO T WHICH BEARS S 2 FEET; WEST RIGHT OF WAY LINE, 337 THE RIGHT HAVING A RADIUS OF SOUTH 39 DEGREES 46 MINUTES \circ .68 FEET ALONG AN 267.00 FEET WITH , 09.0 SECONDS WEST, 7

THENCE, ALONG SAID ARC OF A CURVE TO T CHORD WHICH BEARS S 179.60 FEET; WEST RIGHT OF WAY LINE, 179 THE LEFT HAVING A RADIUS OF SOUTH 74 DEGREES 42 MINUTES 4000. 52.0 ESET ALONG AN .83 FEET WITH SECONDS WEST,

THENCE NORTH 0 LINE OF LOT 4 1199.34 FEET T FEET (15.020 A 00 DEGREES 45 MINUTES 07 SECONDS WEST, ALONG THE WEST OF SALD CERTIFIED SURVEY MAP NO. 4338, A DISTANCE OF TO THE POINT OF BEGINNING, CONTAINING 654,293 SQUARE ACRES).

576733.939 576735.939 576735.939 576735.939 576735.939 57676755.434 576806.110 576806.110 576887.630 576887.630 576887.630 576887.630 576887.630 576887.630 576896.453 576896.453 576896.453 576896.453 576896.453 576896.380 576896.380 576896.380 576896.380 576896.380 576896.380 576896.453 576896.453 576896.453 576896.216 576631.109 576631.109 576631.109 576631.109 576631.109 576631.109 576631.109 576631.109 576531.044 576631.104 576631.104 576631.104 576631.104 576631.104 576631.104 576631.104 576631.104 576631.104 576631.104 576631.10	ORTHING EASTING 16677.737 814986.54
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7.50 80 0 1 1 0 1 0 1 0 1 0 1 0 0 0 0 0 0 0	EASTING 814634.930 814593.033
	DESCRIPTION ENVELOPE CORNER



WATERMAIN EASEMENT REFERENCE MAP

Part of Lot 4, Certified Survey Map 4338, Town of Grand Chute, Outagamie County, Wisconsin

> For: Leon Church Casaloma Properties, Inc. 4089 Crane Drive Appleton, WI 54914

LEGAL DESCRIPTION FOR A 20 FOOT WIDE WATERMAIN EASEMENT

A STRIP OF LAND TWENTY (20) FEET IN WIDTH BEING PART OF LOT 4 OF CERTIFIED SURVEY MAP 4338, RECORDED AS DOCUMENT #1470151, TOWN OF GRAND CHUTE, OUTAGAMIE COUNTY, WISCONSIN WITH A CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF GRAND CHUTE BOULEVARD, 98.42 FEET ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 4000.83 FEET WITH A CHORD OF 98.42 FEET THAT BEARS NORTH 74 DEGREES 07 MINUTES 59.00 SECONDS EAST TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE THE FOLLOWING CALLS ARE ALONG SAID CENTERLINE, NORTH 00 DEGREES 45 MINUTES 07 SECONDS WEST, 127.11 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 53 SECONDS EAST, 65.53 FEET; THENCE SOUTH 89 DEGREES 14 MINUTES 53 SECONDS WEST, 65.53 FEET; THENCE NORTH 00 DEGREES 45 MINUTES 07 SECONDS WEST, 116.84 FEET; THENCE NORTH 12 DEGREES 22 MINUTES 15 SECONDS EAST, 32.60 FEET; THENCE NORTH 44 DEGREES 14 MINUTES 53 SECONDS EAST, 36.27 FEET; THENCE NORTH 76 DEGREES 00 MINUTES 02 SECONDS EAST, 32.07 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 53 SECONDS EAST, 75.72 FEET; THENCE NORTH 44 DEGREES 14 MINUTES 53 SECONDS EAST, 26.40 FEET; THENCE NORTH 03 DEGREES 32 MINUTES 16 SECONDS EAST, 204.69 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 35 SECONDS WEST, 56.59 FEET; THENCE NORTH 80 DEGREES 14 MINUTES 17 SECONDS WEST, 32.49 FEET; THENCE NORTH 57 DEGREES 31 MINUTES 40 SECONDS WEST, 32.49 FEET; THENCE NORTH 34 DEGREES 49 MINUTES 03 SECONDS WEST, 32.49 FEET; THENCE NORTH 12 DEGREES 06 MINUTES 26 SECONDS WEST, 32.49 FEET; THENCE NORTH 00 DEGREES 45 MINUTES 07 SECONDS WEST, 463.61 FEET; THENCE NORTH 10 DEGREES 12 MINUTES 00 SECONDS EAST, 36.10 FEET; THENCE NORTH 32 DEGREES 06 MINUTES 16 SECONDS EAST, 36.10 FEET; THENCE NORTH 43 DEGREES 03 MINUTES 24 SECONDS EAST, 269.85 FEET; THENCE SOUTH 43 DEGREES 03 MINUTES 24 SECONDS WEST, 158.68 FEET; THENCE SOUTH 46 DEGREES 56 MINUTES 36 SECONDS EAST, 60.68 FEET; THENCE SOUTH 38 DEGREES 09 MINUTES 07 SECONDS EAST, 55.79 FEET; THENCE SOUTH 20 DEGREES 43 MINUTES 28 SECONDS EAST, 112.71 FEET; THENCE SOUTH 36 DEGREES 47 MINUTES 33 SECONDS EAST, 104.39 FEET; THENCE SOUTH 04 DEGREES 21 MINUTES 27 SECONDS EAST, 48.52 FEET; THENCE SOUTH 25 DEGREES 27 MINUTES 23 SECONDS WEST, 47.70 FEET; THENCE SOUTH 39 DEGREES 23 MINUTES 11 SECONDS WEST, 55.44 FEET; THENCE SOUTH 55 DEGREES 18 MINUTES 59 SECONDS EAST, 131.10 FEET; THENCE NORTH 55 DEGREES 18 MINUTES 59 SECONDS WEST, 131.10 FEET; THENCE SOUTH 39 DEGREES 23 MINUTES 11 SECONDS WEST, 9.20 FEET; THENCE SOUTH 33 DEGREES 04 MINUTES 01 SECONDS WEST, 65.61 FEET; THENCE SOUTH 21 DEGREES 27 MINUTES 44 SECONDS WEST, 66.53 FEET; THENCE SOUTH 09 DEGREES 55 MINUTES 17 SECONDS WEST, 65.97 FEET; THENCE SOUTH 03 DEGREES 32 MINUTES 16 SECONDS WEST, 289.53 FEET;

THE SIDES OF THE ABOVE-DESCRIBED CENTERLINE BEING TEN (10) FEET EITHER SIDE OF SAID CENTERLINE BEGIN AND TERMINATE AT THE RIGHT-OF-WAY LINE OF GRAND CHUTE BOULEVARD.

RIGHT-OF-WAY LINE OF GRAND CHUTE BOULEVARD AND THE TERMINATION OF SAID CENTERLINE.

THENCE SOUTH 86 DEGREES 27 MINUTES 44 SECONDS EAST, 130.00 FEET TO THE WESTERLY

FOR: CASALOMA PROPERTIES, INC.

C/O LEON CHURCH

DATE: 01/05/04 PROJECT: 621-500

FILE: /EASEMENT/621500_WMEASE.RTF



Martenson & Eisele, Inc.

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PROJECT NO. 621—500

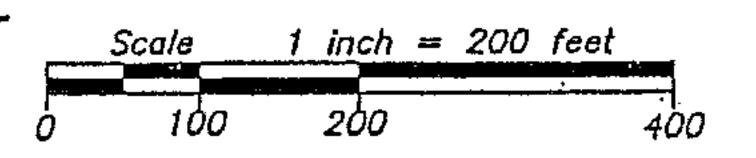
FILE: 621500easement

SHEET 1 OF 2

THIS INSTRUMENT WAS DRAFTED BY: M.A.Strobel

WATERMAIN EASEMENT REFERENCE MAP

Part of Lot 4, Certified Survey Map 4338, Town of Grand Chute, Outagamie County, Wisconsin



For: Leon Church Casaloma Properties, Inc. 4089 Crane Drive Appleton, WI 54914

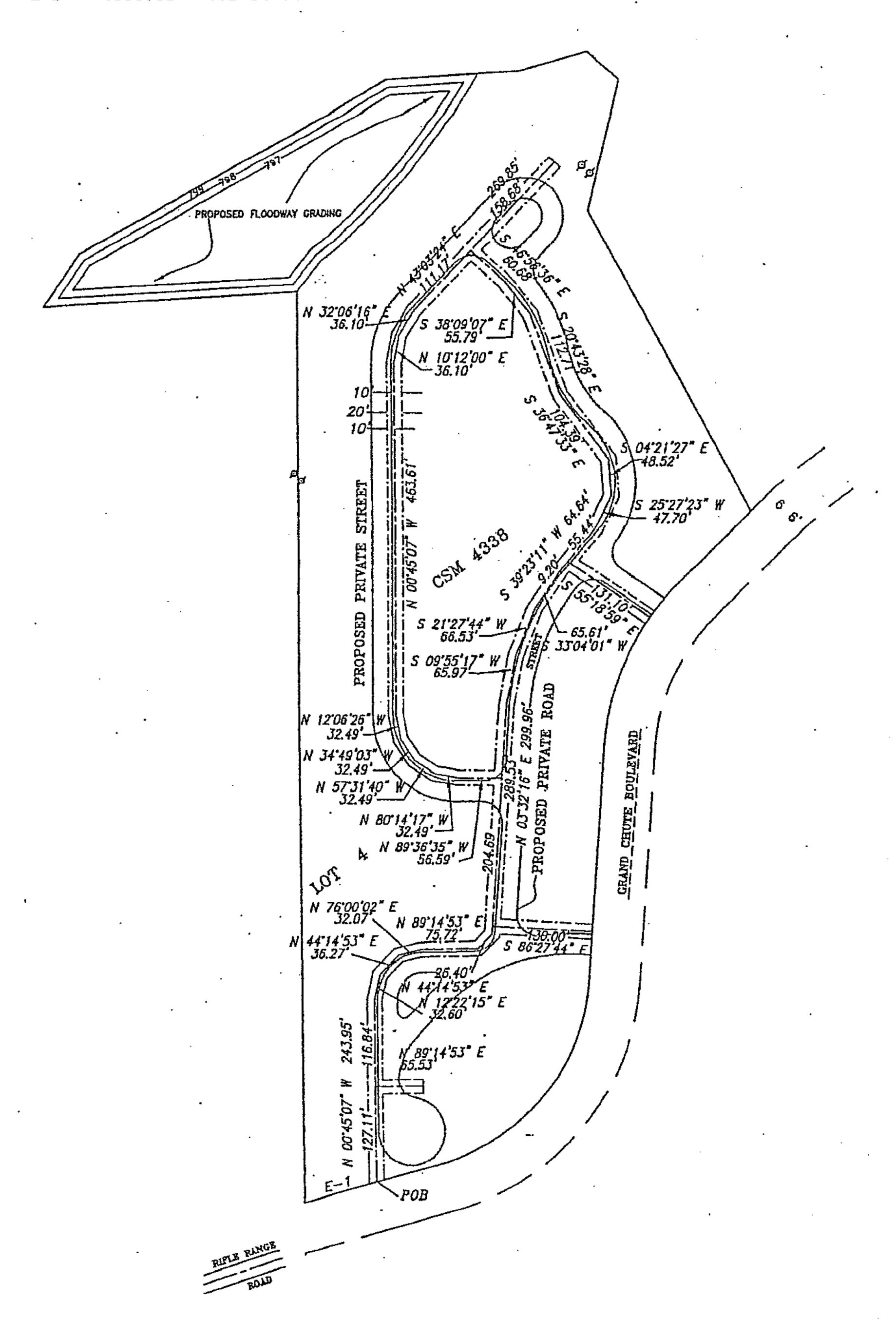
Bearings are oriented to match Certified Survey Map 4338 bearings

CURVE TABLE CURVE RADIUS E-1 4000.831

DELTA 001°24'34"

CHORD BEARING LENGTH 98.42' N 74°07'59.0" E

TANGENT OUT CHORD TANGENT IN 98.42'. S 74°50'16" W S 73°25'42" W





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621-500 PROJECT NO. FILE: 621500easement SHEET 2 OF 2

THIS INSTRUMENT WAS DRAFTED BY: M.A.Strobel

