

**AMENDED AND RESTATED DECLARATION  
OF  
CONDOMINIUM OF  
THE VILLAGE AT WESTHAVEN, A CONDOMINIUM**

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AMENDED AND RESTATED DECLARATION  
OF  
CONDOMINIUM OF  
THE VILLAGE AT WESTHAVEN, A CONDOMINIUM

This Amended and Restated Declaration of Condominium of The Village at Westhaven, a Condominium (the "Condominium") is adopted as of the 19th day of July, 2005, by the undersigned being the owners of at least seventy-five percent (75%) of the units and common elements comprising the Condominium.

RECITALS

The Declarant recorded the original Declaration of Condominium of The Village at Westhaven, a Condominium (the "Declaration") in the office of the Register of Deeds for Winnebago County, Wisconsin, on December 27, 1984 as Document No. 623855.

A First Amendment to Declaration of Condominium of The Village at Westhaven, a Condominium (the "First Amendment") was properly executed and recorded in the office of the Register of Deeds for Winnebago County, Wisconsin, on July 25, 1985 as Document No. 634398.

A Second Amendment to Declaration of Condominium of The Village at Westhaven, a Condominium (the "Second Amendment") was properly executed and recorded in the office of the Register of Deeds for Winnebago County, Wisconsin, on April 24, 1987 as Document No. 678319.

A Third Amendment to Declaration of Condominium of The Village at Westhaven, a Condominium (the "Third Amendment") was properly executed and recorded in the office of the

Register of Deeds for Winnebago County, Wisconsin, on June 15, 1988 as Document No. 703102.

A Fourth Amendment to Declaration of Condominium of The Village at Westhaven, a Condominium (the "Fourth Amendment") was properly executed and recorded in the office of the Register of Deeds for Winnebago County, Wisconsin, on October 18, 1989 as Document No. 731879.

A Fifth Amendment to Declaration of Condominium of The Village at Westhaven, a Condominium (the "Fifth Amendment") was properly executed and recorded in the office of the Register of Deeds for Winnebago County, Wisconsin, on January 26, 1996 as Document No. 925508-

An Affidavit of Correction to the Declaration of Condominium of The Village at Westhaven, a Condominium (the "Affidavit") was properly executed and recorded in the Office of the Register of Deeds for Winnebago County, Wisconsin, on July 30, 1996 as Document No. 944078.

The undersigned unit owners desire to further amend and fully restate the Declaration, as amended, to eliminate any potential confusion arising from the integration of the Declaration and the various Amendments.

NOW, THEREFORE, the undersigned unit owners hereby fully amend and restate the Declaration of Condominium. This Amended and Restated Declaration of Condominium shall supersede and replace the Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Affidavit. This Amended and Restated Declaration of Condominium does not have the effect of reducing the value of any

unit owner's interest in any common element, including any limited common element, or increasing the value of the Declarant's or any other unit owner's interest in the common elements or limited common elements. The Declaration is hereby amended and restated in its entirety as follows:

This Amended and Restated Declaration is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (herein the "Act") by the undersigned unit owners.

**1. STATEMENT OF DECLARATION.**

The purpose of this Amended and Restated Declaration is to confirm that the lands hereinafter described and the improvements constructed or to be constructed thereon, have been submitted to the condominium form of ownership in the manner provided by the Act and by this Amended and Restated Declaration.

The Declarant was at all relevant times the sole owner of the real property described in Section 2.4 hereof, together with all buildings and improvements located or to be located thereon (hereinafter the "Property") which by the Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Affidavit were subjected to the condominium form of use and ownership as provided in the Act and this Amended and Restated Declaration, and which property has been and shall be held, conveyed, divided, leased, encumbered, used, improved and all other respects effected subject to the provisions, conditions, covenants, restrictions and easements contained in this Amended and Restated Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall continue as benefits and burdens to the Declarant, its successors, and assigns, and to all parties hereafter having any interest in the Property.

2. **DESCRIPTION OF DEVELOPMENT.**

2.1 **Name.** The real estate described in Section 2.4 hereof, together with all buildings and improvements located or to be located thereon is known as "THE VILLAGE AT WESTHAVEN, A CONDOMINIUM".

2.2 **Address.** The address of the Condominium is: 2500 Village Lane, 2503-2505 Village Lane, 2510 Village Lane, 2513-2515 Village Lane, 2520 Village Lane, 2523-2525 Village Lane, 2530 Village Lane, 2533-2535 Village Lane, 2543 Village Lane, 2545 Village Lane, 2553 Village Lane, 2563 Village Lane, 2587 Village Lane, 2589 Village Lane, 2591 Village Lane, 2593 Village Lane, 2595 Village Lane, and 2597 Village Lane, Oshkosh, Winnebago County, Wisconsin.

2.3 **Expanding Condominium.** The Declarant reserved the right to expand the Condominium as set forth herein. The right of expansion was reserved pursuant to Wis. Stats. Section 703.26 for a period often (10) years from the date of recording of the original Declaration. The right to expand the Condominium has expired.

2.4 **Description of Property:** The real estate shown on Exhibits B, 1B, 2B and 5B attached hereto and described as follows is subject to the provisions of this Amended and Restated Declaration:

**(Property included in Original Declaration of Condominium)**

Lot 372 in the Second Addition to Westhaven, 13th Ward, City of Oshkosh, Winnebago County, Wisconsin "excepting" therefrom the following:

Commencing at the Northwest corner of Lot 372 and being the true point of beginning; running thence S. 30° -23' -30"E. 20.00 feet, recorded as S. 30°-30'-00"E. along the Easterly line of Maricopa Drive; thence S. 89° -31' -19"E. 80.00 feet; thence N. 45° -28' -41"E. 24.28 feet, to a point on the North line of said Lot 372; thence N. 89 °-31' -19" W. 107.43 feet, along the North line of said Lot 372 to the true point of beginning.

Also: That part of Outlot 6 in the Plat of Westhaven described as follows: Commencing at the Northeast corner of said Lot 372 in the Second Addition to Westhaven, thence N. 89°-

31'-19" W. 70.00 feet along the South line of said Outlot 6 to the true point of beginning; running thence N. 48°-34'-22" W. 270.00 feet; thence S. 41°-25'-38"W. 218.00 feet; thence N. 89°-31'-19"W. 61.55 feet; thence S. 45°-28'-41"W. 17.40 feet to a point on the North line of said Lot 372; thence S. 89°-31'-19"E. 420.66 feet along the North line of said Lot 372 to the true point of beginning.

The afore described parcels contain 2.826 acres or 123,103.75 square feet of land.

**(Expansion No. 1 Property)**

A part of Outlot 6 in the PLAT OF WESTHAVEN and a part of Lot 372 in the Second Addition to Westhaven; all in the 13th Ward, City of Oshkosh, Winnebago County, Wisconsin containing 2.05585 acres and being described by: Commencing at the Northwest corner of said Lot 372 and the true point of beginning, thence S. 30°-23'-30"E. 20.00 feet along the Easterly Line of Village Lane, thence S. 89°-31'19"E. 80.00 feet, thence N. 45°-28'-41"E. 41.68 feet; thence S. 89°-31'-19"E, 61.55 feet; thence N. 41°-25'-38"E. 218.00 feet; thence N. 48°-34'-22"W. 437.67 feet; thence S. 05°-25'-10"E. 316.33 feet; thence S. 45°-10'-38"W. 103.43 feet to a point on the Northeasterly line of Village Lane; thence Southeasterly 19.83 feet along the arc of a curve to the right, being the Northeasterly line of Village Lane, having a radius of 152.22 feet and the chord of which bears S. 34°-07'-22"E. 19.81 feet; thence S. 30°-23'-30"E. 69.00 feet along the Easterly line of Village Lane to the true point of beginning.

Also: A part of the North half (N 1/2) of the Southwest Quarter (SW 1/4) of Section Twenty-eight (28), T. 18 N., R. 16 E, and a part of Outlot 6 in the Plat of Westhaven, all in the 13th Ward, City of Oshkosh, Winnebago County, Wisconsin containing 5.7214 acres and being described by:

Commencing at the Northwest corner of Lot 372 in the Second Addition to Westhaven, thence N. 89°-31'-19" W. 69.90 feet along the South line of said Outlot 6 to its intersection with the Westerly line of Village Lane and the true point of beginning; thence S.30°-23' 30"E. 288.71 feet along the Westerly line of Village Lane to its intersection with the Northwesterly line of Westhaven Circle, thence Southwesterly 317.02 feet along the arc of a curve to the left, being the Westerly line of Westhaven Circle, having a radius of 366.00 feet and the chord of which bears S. 30°-03'-37"W. 307.20 feet; thence N. 89°-53'25" W. 544.68 feet along the North line of Newport Avenue; thence N. 00°-06'-35"E. 110.00 feet; thence N. 53°-30'-00"E. 108.85 feet; thence N. 36°-52'-12"E. 88.73 feet; thence N. 00°-06'-35"E. 198.37 feet; thence N. 82°-48'-13"E. 333.72 feet; thence N. 45°-10'-38"E. 85.83 feet; thence Southeasterly 4.63 feet along the arc of a curve to the right, being the Southwesterly line of Village Lane, having a radius of 92.22 feet and the chord of which bears S. 31°-49'-51 "E. 4.63 feet; thence S. 30°-23'-30"E. 3314 feet along the Westerly line of Village Lane to the true point of beginning.



**(Expansion No. 2 Property)**

A part of Outlot 6 in the PLAT OF WESTHAVEN, all in the 13th ward, City of Oshkosh, Winnebago County, Wisconsin, containing 0.0501 Acres and being described by:

Commencing at the Northwest Corner of said Lot 372; thence N 30°-23'-30" W, 69.00 feet; thence along the arc of a curve to the left 19.83 feet, which has a radius of 152.22 feet, a chord of 19.81 feet, which bears N 37°-51'-14" W; thence N 45°-10'-38" E, 62.90 feet to the point of beginning; thence continuing N 45°-10'-38" E, 40.53 feet; thence N 05°-25'-10" W, 5.33 feet; thence N 54°-03'-40" W, 49.23 feet; thence S 35°-56'-20" W, 44.00 feet; thence S 54°-03'-40" E, 46.24 feet to the point of beginning.

**(Expansion No. 3 Property)**

All of Lots 823, 824 and 825, SIXTH ADDITION TO WESTHAVEN, Thirteenth ward, City of Oshkosh, Winnebago County, Wisconsin.

The right to so amend this Amended and Restated Declaration for the purpose of expanding the Condominium was reserved exclusively to the Declarant and did not require the consent of any other entity or unit owner.

**2.5 Right to Expand.** (Deleted - the right to the Condominium expand has expired).

**3. DESCRIPTION AND LOCATION OF BUILDINGS.**

**3.1 Description of Buildings.** The original Condominium consists of four buildings as shown on Exhibit B of the Original Declaration. Each building contains four units, two units located on the first level and two units located on the second level. Two of the units have two bedrooms and two of the units have three bedrooms. The buildings are numbered 2500, 2504, 2510 and 2514; each unit is designated by the number of the building in which it is located and a letter, either A, B, C or D. Each unit constructed as part of the original Condominium contains two or three bedrooms, living room, dining room, kitchen, one or two baths, location for a fireplace, utility room, storage room and garage. The garage is located off -the first level

hall. The three-bedroom unit also has a breakfast nook. The owner of each unit is allowed the option of: (i) selecting a greenhouse window to be located as set forth in Exhibit C of the original Declaration; (ii) substituting a full wall for the den; (iii) converting a three-bedroom unit to two bedrooms; (iv) having the patio/deck limited common element adjacent to such unit improved by having it screened (provided such improvement conforms strictly to plans and specifications approved in writing by the Association); and (v) any improvements or alterations within his/her unit that do not impair the structural integrity or lessen the support of any portion of the Condominium. All ground level units were allowed the option of having a basement provided that: (i) it was constructed at the time of the initial construction of the unit; (ii) the walls for the basement did not exceed beyond the limits of the building in which the unit is located and (iii) the method and materials of construction (plans and specifications were approved in writing by the Association), The percentage of ownership in the common elements was not increased as a result of the construction of the basement.

The Condominium was expanded to include the Expansion No. 1 Property. An additional eleven buildings together with further landscaped areas, walkways, driveways, fixtures, parking areas and subsurface utility improvements were constructed on the Expansion No. 1 Property. The buildings are numbered 2503, 2505, 2513, 2515, 2520, 2523, 2524, 2530, 2534, 2553 and 2563.

Buildings 2503, 2505, 2513, 2515, 2523, 2525, 2533, 2535, 2543 and 2545 are duplex condominium buildings containing two duplex units. The identification number of the duplex unit is also the post office number on Village Lane for the unit. Each duplex unit is a two story unit with a full basement.

Buildings 2520, 2530 and 2553 contain four units, two units located on the first level and two units located on the second level. Each unit is designated by the building number and by a letter, either A, B, C or D,

Building 2524 contains four units, two units located on the first level and two units located on the second level. Each unit is designated by the building number and by either a letter or a letter and a number, either A, B3, C or D3.

Building 2534 contains three units, one unit located on the first level and two units located on the second level. Each unit is designated by the building number and by letter, either C, D or E.

Building 2563 contains three units, one unit located on the first level, one unit located on the second level and one unit located on both levels. Each unit is designated by the building number and by letter, either, A, C or F. .

The Condominium was expanded to include the Expansion No. 3 Property. An additional three duplex buildings, each containing two units, together with further landscaped areas, walkways, driveways, fixtures, parking areas and subsurface utility improvements were constructed on the Expansion No. 3 Property. The units constructed are numbered 2587, , 2589, 2591, 2593, 2595 and 2597. The identification number of the unit is also the post office number on Village Lane for the unit. Units 2587, 2589, 2595 and 2597 are single story units with a full basement. Units 2591 and 2593 are two story units with a full basement.

The number of the Exhibit showing the location of each unit and the number of the Exhibit showing the floor plan of each unit is indicated in the table attached as Appendix I of this Amended and Restated Declaration.

**3.2 Reservation of Right to Change Buildings.** (Deleted - the Declarant's right to expand the Condominium has expired).

**3.3 Unit Boundaries.** Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

(a) Upper and lower boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries: (i) upper boundaries - the horizontal plane of the undecorated finished ceiling. and (ii) lower boundaries the horizontal plane of the undecorated finished floor of the lowest level, including the basement, if applicable.

(b) Perimetrical boundaries. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extended to intersections with each other and the upper and lower boundaries. Such boundaries shall be deemed to include the interior surfaces of the windows, window frames, doors and door frames of the unit.

**3.4 Garage.** Each unit includes a garage. Each attached garage is designated by the number of the unit to which it is appurtenant and a letter or combination of letters either, X, Y, W or YZ. A garage with the designation W is a double garage. There are two detached garages designated as garage 9 and garage 10. Garage 9 is appurtenant to unit 2520D and garage 10 is appurtenant to unit 2530B. The garage is a part of the unit. The conveyance of the unit shall also specify and convey the garage which is a part of the unit. The designation of garages appurtenant to each unit is indicated in the attached Appendix I of this Amended and Restated Declaration.

**3.5 Garages - Boundaries.** Each garage shall include that part of the building containing the garage that lies within the boundaries of the garage, which boundaries are as follows:

(a) Upper and lower boundaries. The upper and lower boundaries of the garage shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(i) upper boundaries - the horizontal plane of the undecorated finished ceiling, and (ii) lower boundaries - the horizontal plane of the undecorated finished floor.

(b) Perimetrical boundaries. The perimetrical boundaries of the garage shall be the vertical planes of the undecorated finished interior of the walls bounding the garage extended to intersections with each other and the upper and lower boundaries. Such boundaries shall be deemed to include the interior surfaces of the windows, window frames, doors and door frames (including the garage door and door frame) of the garage.

3.6 **Garages - Restriction of Transferability.** The ownership interest in an attached garage shall not be separately transferable from the unit to which it became a part upon its initial conveyance from the Declarant.

3.7 **Detached Garages - Option to Construct.** (Deleted, time to exercise the option has expired)..

3.8 **Storage Room.** The storage room which is part of certain units is the storage room located adjacent to the patio/deck.

3.9 **Storage Room - Boundaries.** Each storage room shall include that part of the building containing the storage room that lies within the boundaries of the storage room, which boundaries are as follows:

(a) Upper and lower boundaries. The upper and lower boundaries of the storage room shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(i) upper boundaries - the horizontal plane of the undecorated finished ceiling, and (ii) lower boundaries - the horizontal plane of the undecorated finished floor, or basement, if applicable.

(b) Perimetrical boundaries. The perimetrical boundaries of the garage shall be the vertical planes of the undecorated finished interior of the walls bounding the storage room extended to intersections with each other and the upper and lower boundaries. Such boundaries shall be deemed to include the interior surfaces of the windows, window frames, doors and door frames of the storage room.

4. **General Description - Common Elements.**

4.1 **Common Elements.** The common elements include the land and all other parts of the Condominium not within the individual units and garage units. All common elements shall be available for use by all unit owners without discrimination. Such use shall be without charge, except where specifically authorized by this Amended and Restated Declaration.

4.2 **Limited Common Elements.** Any patio/deck adjacent to a unit is a limited common element for such unit and any entryway adjacent to the door providing access to only one unit is a limited common element for such unit. Any entryway, stairway, hallway, utility room or other portion of a building serving more than one unit is a limited common element for the units served. Any electrical panel, water meter or other equipment serving only one unit is a limited common element for such unit. Any electrical panel, water meter or other equipment serving more than one unit is a limited common element for the units served.

4.3 **Parking Spaces.** Vehicular parking spaces located immediately in front of each attached garage and the adjacent parking space for a distance of 20 feet therefrom is a limited common area for the unit of which the adjacent garage is a part. Nothing herein shall prevent pedestrian traffic from traversing said limited common area. All other parking spaces within the

common elements are available to the Association for rental or such other use as the Association shall from time to time determine.

5. **Percentage of Ownership in Common Elements.** Each unit owner shall own an undivided percentage interest in the common elements as a tenant in common with all other unit owners and, except as otherwise limited in this Amended and Restated Declaration, shall have the right to use and occupy the common elements for all purposes incident to the use and occupancy of his or her unit as a place of residence, and such other incidental uses permitted by this Amended and Restated Declaration, which rights shall be appurtenant to and run with his or her unit. The percentage interest appurtenant to each unit, including the appurtenant garage, is indicated in the attached Appendix I of this Amended and Restated Declaration.

6. **NUMBER AND IDENTIFICATION OF UNITS.**

6.1 **Number.** There are a total of fifty-four (54) condominium units in the Condominium. The configuration of the units is as set forth in Section 3.1 of this Amended and Restated Declaration.

6.2 **Identification.** Each unit is identified with a combination of numbers and a letter, as indicated in Section 3.1 of this Amended and Restated Declaration.

7. **ASSOCIATION OF UNIT OWNERS.**

7.1 **Association Membership.** All unit owners shall be entitled and required to be members of an association of unit owners to be known as "The Village at Westhaven Association of Condominium Owners, Inc. " (herein the "Association"), which shall be responsible for carrying out the purposes of this Amended and Restated Declaration, including exclusive management and control of the common elements and the limited common elements. The Association is incorporated under Chapter 181 of the laws of the State of Wisconsin. Each

unit owner and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Amended and Restated Declaration and the Condominium Bylaws (as amended), as well as the Rules and Regulations established by the Board of Directors of the Association, from time to time.

7.2 **Voting.** The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to its Articles of Incorporation and the Bylaws (as amended). The owner of each unit shall be entitled to one vote which is appurtenant to the unit. In the event of multiple owners of one unit, the one vote appurtenant to such unit shall not be split. Only the owners of units in buildings containing two units shall be allowed to vote on matters that only affect units in buildings with two units and buildings containing two units. Only the owners of units in buildings containing three units or four units shall be allowed to vote on matters that only affect units in buildings containing three units or four units or buildings containing three or four units. The owners of all types of units shall be entitled to vote on all other matters.

Unless otherwise specified in this Amended and Restated Declaration or the Act, the majority of the votes entitled to be cast on any matter shall be required for any action for which a vote of the unit owners is authorized or required.

7.3 **Association Personnel.** The Association may obtain and pay for the services of any person or entity to manage the affairs of the Association to the extent that it deems advisable and may hire such other persons as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Association may contract for electrical, natural gas, sewer, water, cable television, trash collection, snow removal, lawn and landscape maintenance, pool maintenance and such other common services as may be required or desirable for each unit or the Condominium. The Association shall have the right to enter into contracts with other



condominium associations allowing such other associations and its members to use the tennis courts and swimming pool on such fee arrangements as the Association may from time to time determine.

7.4 **Association Powers.** The Association shall have all of the powers enumerated under Section 703.15(3)(a) and (b), Wis. Stats.

8.0 **REPAIRS AND MAINTENANCE.**

8.1 **By the Association.** The Association shall maintain repair and replace at its expense:

a) All portions of the common elements, including but not limited to: sidewalks; driveways; the roof and outside walls of the building containing the units; exterior windows and window frames; doors and door frames (including garage doors); fixtures on the exterior thereof; boundary walls of the units; floor and ceiling slabs; load-bearing columns and loadbearing walls, including supports for second story decks; (interior surfaces of a unit are not common elements and such interior surfaces are not the responsibility of the Association); excepting however, the patios, decks and sump-pumps serving only one unit.

b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the common elements (except such maintenance, repair and replacement required by the negligence of a user of a unit and except as set forth below); and all such facilities contained within a unit which service part or parts of the Condominium other than the unit within which contained.

c) All amenities within the common elements, including the swimming pool and related equipment, tennis courts and other recreational facilities.

d) All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

8.2 **By the Unit Owner.** The responsibility of the unit owner shall be as follows:

a) To maintain, repair and replace at the unit owner's expense the patio/deck and all portions of the unit owner's unit, except the portions to be maintained, repaired and replaced by the Association. Such work shall be done without disturbing the rights of the other unit owners.

b) To maintain, repair and replace at the unit owner's expense all interior walls; all heating, ventilating and air conditioning equipment; electrical fixtures, switches and outlets; plumbing fixtures and flowage in all plumbing pipes; and all appliances and other fixtures located in or serving only the unit owner's unit.

c) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building.

d) To promptly report to the Association any defects or needs for repairs, the responsibility for the remedying of which is that of the Association.

8.3 **Prohibition Against Structural Changes by Owners.** A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to the owner's unit or in or to the exterior of any building or any common or limited common elements. A unit owner shall not perform, nor allow to be performed, any act or work which would impair the structural soundness or integrity of any building or the safety of property, nor impair any easement or hereditament, without the prior

written consent of the Association. A unit or units may not be altered so as to create a single unit by joining two or more contiguous units.

8.4 **Entry for Repairs.** Authorized representatives of the Association may enter any unit at reasonable times and under reasonable conditions, when necessary, in connection with any maintenance, construction-or repair of public utilities and for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owner of the unit and with as little inconvenience to the owner as is practical. Any damage caused by such entry shall be repaired by the Association and treated as a common expense.

9. **UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS.** Each unit owner shall have the exclusive right to paint, re-paint, tile, panel, paper, or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors and doors within the unit boundaries, and to erect partition walls of a non-structural nature, provided that such unit owner shall take no action which in any way will materially change any common wall or in any way damage the common elements.

10. **INSURANCE COVERAGE.** The Association shall provide and maintain fire insurance with extensive coverage, vandalism and malicious mischief endorsements insuring the building, other improvements and any mechanical systems or other equipment serving multiple units. The Association shall not be required to insure any plumbing fixtures, electrical fixtures, mechanical equipment and heating, ventilating and air conditioning equipment serving only one unit or the furniture, furnishings or other personal property of the unit owner. Insurance obtained by the Association shall insure the interests of the Association, the unit owners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of the

building and other insured items, without deduction for depreciation. Each policy shall provide that the policy shall be payable to the Association, as provided herein, as trustee for the unit owners and their mortgagees, to the extent of their respective interests. To the extent possible, the insurance shall provide that the insurer waives any right of subrogation as to any claim against a unit owner, the Association and their respective employees, agents and guests and that the insurance not be invalidated or suspended on account of the conduct of one or more unit owners, or the Association or their servants, agents or guests without at least thirty (30) days prior written notice to the Association, giving it the opportunity to cure such default in that time. The amount of the insurance coverage and types of hazards to be covered shall be reviewed by the Board of Directors of the Association at least annually and the amount of the coverage may be increased or decreased at any time it is deemed necessary, as determined by the Board of Directors, so as to conform to the requirement to maintain insurance in an amount equal to the full replacement value of the insured property. In the event a building is totally or partially destroyed, and it is determined to repair or reconstruct the building in accordance with Section 11 hereof, the proceeds shall be paid to the Association to be applied to the cost of reconstruction. If it is determined not to reconstruct or repair the building, the proceeds shall be distributed to the unit owners and their mortgagees, if any, as their interest may appear, in the manner provided in the Act.

The unit owner shall be responsible for providing private insurance with extended coverage, vandalism and malicious mischief endorsements insuring the unit, fixtures and equipment not insured by the Association (including any plumbing fixtures; electrical fixtures, mechanical equipment and heating, ventilating and air conditioning equipment serving only the unit and the

furniture, furnishings and other personal property of the unit owner) in such an amount as the unit owner determines to be necessary and appropriate.

If insurance is available to provide the aforementioned coverages for both the Association and the unit owner, the Board of Directors is given discretionary power to negotiate such combination of insurance coverage on an equitable cost sharing basis under which the unit owner is individually assessed for the amount of the insurance which the unit owner directs the other Directors to include in such policies for the unit owner's additional protection. Copies of all insurance policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit a unit owner, at the unit owner's own expense, from providing additional insurance coverage on the unit owner's improvements or property which will not duplicate any insurance coverage provided by the Association.

The Association shall also maintain liability insurance coverage covering the Association, its Officers and Directors and the common elements and limited common elements in such amount as may be determined by the Board of Directors from time to time. The unit owner shall be responsible for maintaining liability insurance coverage for the unit owner and the unit. The Association may also obtain such other insurance as the Board of Directors of the Association deems to be necessary and appropriate from time to time.

11. **DAMAGE OR DESTRUCTION**. In the event of a partial or total destruction of condominium property (either a unit or units or common elements) which damages are fully covered by insurance, the damaged property shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within ninety (90) days of the date of the damage or destruction all unit owners agree not to rebuild or

repair. On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any unit may not vary by more than five percent (5%) from the number of square feet for such unit as originally constructed, and the location of the building shall be substantially the same as prior to damage or destruction. The proceeds of all insurance collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction as provided herein.

In the event of -a partial or total destruction of condominium property (either a unit or units or common elements) which the damages exceed the available insurance proceeds, the condominium shall be subject to an action for partition upon obtaining the written consent of all of the unit owners, provided such action is taken within thirty (30) days after written notice to all unit owners of it being determined that the damages exceed the available insurance proceeds. If all of the unit owners do not consent to an action for partition, the Association shall promptly undertake to repair or reconstruct the damaged property to a condition compatible with the remainder of the Condominium. The proceeds of all insurance collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction as provided herein. All costs of repair or reconstruction in excess of available insurance proceeds shall be a common expense allocated in the manner provided in Section 12.

12. **LIABILITY FOR COMMON EXPENSES.** The owner of each unit in a building containing two units shall pay the share of all common expenses related only to the buildings containing two units, (including without limitation, expenses for the maintenance, repair,

replacement and insurance for the said buildings) as indicated in the table attached as Appendix 1 of this Amended and Restated Declaration.

The owner of each unit in a building containing three units or four units shall pay the share of all common expenses related solely to the buildings containing three units or four units, (including without limitation, the maintenance, repair, replacement and insurance for said buildings) as indicated in the table attached as Appendix I of this Amended and Restated Declaration.

The owner of a unit in any type of building shall pay the share of all other common expenses, including without limitation: expenses for the maintenance, repair and replacement for the common elements; expenses for the maintenance, repair and replacement for the common facilities (including the swimming pool, tennis courts and other recreational facilities); premiums for insurance for the common elements and facilities; and general administrative expenses is indicated in the table attached as Appendix I of this Amended and Restated Declaration.

There shall be a separate reserve fund for all buildings containing two units and a separate reserve fund for all buildings containing three units or four units. The unit owners contributing to one reserve fund shall not be assessed for repairs and/or replacements which are a liability of the other reserve funds; nor shall assets of one reserve fund be used to pay liabilities chargeable to the other reserve fund. The Board of Directors of the Association shall have the authority to reallocate any existing reserve funds not already allocated in a manner consistent with this Section.

13. **PARTITION OF COMMON ELEMENTS PROHIBITED.** Except as otherwise provided in Section 11, there shall be no partition of the common elements and limited common elements through judicial proceedings or otherwise until this Amended and Restated Declaration is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however that if any unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single unit as between such co-owners. No unit may be subdivided.

14. **CONVEYANCE TO INCLUDE INTEREST IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.** The percentage of the undivided interest in the common elements and limited common elements shall not be separated from the unit to which it is appurtenant. No unit owner shall execute any deed, mortgage, lease or other instrument affecting title to such unit ownership without including therein both the owner's interest in the unit and the owner's corresponding percentage of ownership in the common elements and limited common elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

15. **RESIDENTIAL PURPOSE.** All buildings and units contained therein are intended for, and restricted exclusively to, residential use as governed by the terms and conditions contained in this Amended and Restated Declaration, the Bylaws of the Association (as amended), and the Rules and Regulations of the Association.



16. **HOUSING FOR OLDER PERSONS.** The Condominium shall be designated as "housing for older persons" as defined by the Federal Housing for Older Persons Act of 1995, as amended and the Wisconsin Open Housing Law, as amended. At least eighty percent (80%) of the occupied units shall be occupied by at least one (1) person who is fifty-five (55) years of age or older. No unit shall be sold, leased or otherwise occupied in a manner that does not result in the unit being occupied by at least one (1) person who is fifty-five (55) years of age or older, without the prior written consent of the Board of Directors of the Association. The Board of Directors of the Association shall arrange for the preparation and publication of policies and procedures that demonstrate the intent of the Condominium to qualify as legally permitted housing for older persons. The Board of Directors of the Association shall have the authority to enforce such policies and procedures and take such other actions as may be reasonably necessary to ensure that the Condominium qualifies as housing for older persons, within the meaning of all applicable housing laws, rules and regulations.

17. **OCCUPANCY OF UNITS BY NON-OWNERS.** No unit shall be rented or otherwise regularly occupied by anyone other than a unit owner or a member of the family of the unit owner without the prior knowledge or written consent of the Board of Directors of the Association. For the purpose of this restriction, the term "family" shall be interpreted in the manner consistent with the Federal Fair Housing Act, as amended, and the Wisconsin Open Housing Law, as amended, and any other applicable housing law, rule or regulation. This restriction shall not require the termination of any existing relationship with a tenant or other occupant of a unit and shall only apply to the establishment of a rental or occupancy arrangement with a new tenant or occupant. The Board of Directors of the Association shall be authorized to

establish and enforce such additional rules and regulations as may be necessary to maintain the character of the condominium by discouraging investment ownership and encouraging resident ownership of the units; provided that such policies and procedures do not violate applicable laws, rules and regulations.

18. **EASEMENTS**. The following easements are covenants running with the land of the Condominium:

Easements are reserved through the Condominium property as may be required or desirable for utility services, installation of air conditioners, stairway chair lifts and for such other purposes as the Association may deem to be appropriate in order to adequately serve the Condominium, provided, however, such easements through a unit shall be only according to the plans and specifications for the building, or as the building is constructed, unless approved in writing by the unit owner.

Ingress and egress is reserved for pedestrian traffic over, through and across sidewalks, paths walks and lanes as the same from time to time may exist upon the common elements and limited common elements and for vehicular traffic over, through and across such portions of the common elements as from time to time may be paved and intended for such purposes.

19. **FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT A WAIVER**. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Amended and Restated Declaration, or to exercise any right of option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment or the failure of such terms, covenants, conditions, or restrictions, but such terms, covenants, conditions or restrictions

shall remain in full force and effect. Receipt by the Association of payment of any assessment from a unit owner, with knowledge of the breach of any term covenant, condition or restriction, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by a duly authorized representative of the Association.

20. **AMENDMENTS TO DECLARATION.** Except as otherwise provided by the Act with respect to the percentage of interest in the common elements and the termination of the Condominium form of ownership, this Amended and Restated Declaration may be amended with the written consent of at least seventy-five percent (75 % ) of the unit owners, or in the manner authorized by Section 703.093 of the Act. A unit owner's written consent is not effective unless it is approved by the first mortgagee of the unit, if any. An amendment shall become effective when it is recorded in the same manner as the Declaration.

Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording with the Register of Deeds for Winnebago County, Wisconsin. A copy of the recorded amendment shall be mailed or personally delivered to each unit owner at his/her address on file with the Secretary of the Association.

21. **NOTICES.** All notices and other documents required to be given by this Declaration or the Bylaws of the Association shall be sufficient if given to one registered owner of the unit regardless of the number of owners who have an interest. Notices and other documents to be served upon the Association shall be given to the agent specified for receipt of process herein. All owners shall provide the Secretary of the Association with an address for mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged the

Secretary's duty in respect to giving of the notice by mailing it or having it delivered personally to such address as in the file with the Secretary.

22. **SERVICE OF PROCESS.** Service of process shall be made upon the President of the Association. The current President of the Association is Mary Whitlock and the address for service is 2597 Village Lane, Oshkosh, Wisconsin 54904. A change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the State of Wisconsin Department of Financial Institutions.

23. **NUMBER AND GENDER.** Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular and the use of any gender shall include all genders.

24. **CAPTIONS.** The captions and Section headings herein are inserted only as matters of convenience and reference, and in no way define or limit the scope or intent of the 23 various provisions hereof.

25. **INTERPRETATION OF DECLARATION.** The provisions of this Amended and Restated Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class residential condominium development. In the event of any controversy arising under this Amended and Restated Declaration, the same shall be submitted to arbitration under the laws of the State of Wisconsin, as a prerequisite to the commencement of any legal proceeding. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the party or parties submitting the matter at issue, one named by the party or parties contesting the matter at issue, and one by the two chosen. The arbitrator or arbitrators shall

determine the controversy in accordance with the laws of the State of Wisconsin as applied to the facts found by him/her/them. The expense of arbitration proceedings conducted hereunder shall be borne equally by the parties. All arbitration proceedings hereunder shall be conducted in the City of Oshkosh, Winnebago County, Wisconsin.

26. **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 enforceability of the remaining portion of said provision or any other provisions hereof.

27. **EXHIBITS**. The exhibits attached to this Amended and Restated Declaration constitute all of the exhibits to this Amended and Restated Declaration, as amended to date. Any exhibit not attached to this Amended and Restated Declaration is rescinded and shall have no force or effect.

28. **BINDING EFFECT**. All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding upon, the undersigned, its successors and assigns, and on all unit owners, purchasers, and mortgagees and their respective heirs, executors, administrators, successors, and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this Section.

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Amendment as of the date set forth above.

## AUTHENTICATION

Signature(s) of Lorraine P. Peach, Warren J. Toussaint, Norma J. Toussaint, Beatrice K. Johnson, Alfred A. Backus, Corrine Kratz, Nancy S. Stroh, Patricia A. Pfaffenroth, Mary J. Plummer, Marcella B. Gengler, Donald D. Jorgenson, Beatrice M. Jorgenson, Carroll Boeder, Marion Gunderson, Shane Meyer, Debbie Meyer, Margaret R. Austin, Francis C. Gehrke, Jean M. Gehrke, Norm Sitte, Edythe Sitte, Robert L. Conroy, Dorothy J. Hogan, Jeanette R. Tews, Maryanna Hart, Linda S. Freed, Walter C. Williams, Thomas J. Wintheiser, Douglas Neitzel, Jean Neitzel, Joan Reuther, Richard Schmidt, Donna M. Graff, John T. Elliot, Jeanne Elliot, Vern Gauger, Robert L. Kunde, Dolores Kunde, Ben Heibel, Nancy Heibel, Inez C. Hultner, Harold M. Magnuson, Jean O. Magnuson, Vivian T. Chan, Max M. Bloom, Marlys J. Bloom, James R. Raymond, Eillen M. Raymond, Lois M. Pence, Roy R. Biebel, Patricia J. Biebel, Milton Busse, Donna M. Lord, George R. Hagene, Grace A. Hagene, Phillip S. Lin, Lea M. Meeker, Leslie H. Stone, Marion E. Stone, William O. Brink, which are following, were authenticated this day of February, 2006.

  
Russell J. Reff  
TITLE: MEMBER STATE BAR OF WISCONSIN

This instrument was drafted by:  
Russell J. Reff, Attorney-at-Law  
Reff, Baivier, Bermingham & Lim, S.C.  
217 ceape Avenue, P.O. Box 1190  
Oshkosh, WI 54903-1190

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**2500 A Village Lane**

Lorraine P. Peach  
Lorraine P. Peach

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**2500 C Village Lane**

Jack & Rhoda Rengelly Est. Trust

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**2504 A Village Lane**

Alfred A. Backus  
Alfred A. Backus

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**2504 C Village Lane**

Nancy S. Stroh  
Nancy S. Stroh

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**2500 B Village lane**

Warren J. Toussaint  
Warren J. Toussaint  
Norma J. Toussaint  
Norma J. Toussaint

**2500 D Village Lane**

Beatrice K Johnson  
Beatrice K Johnson

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**2504 B Village Lane**

Corinne Kratz  
Corinne Kratz

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**2504 D Village Lane**

Patricia A. Pfaffenroth  
Patricia A. Pfaffenroth

**2510 A Village Lane**

Mary J. Plummer  
Mary J. Plummer

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**2510 C Village Lane**

Donald D. Jorgenson  
Donald D. Jorgenson  
Beatrice M. Jorgenson  
Beatrice M. Jorgenson

**2514 A Village Lane**

Llewellyn E. Daniels

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Mary K. Daniels

**2514 C. Village Lane**

Shane Meyer  
Shane Meyer  
Debbie Meyer  
Debbie Meyer

**2520 A Village Lane**

Francis C. Gehrke  
Francis C. Gehrke  
Jean M. Gehrke  
Jean M Gehrke

**2520 C Village Lane**

Robert L. Conroy  
Robert L. Conroy - Rev. Trust 2/22/94

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**2524 A Village Lane**

Jeannette R. Tews  
Jeannette R. Tews

---

**2510 B Village Lane**

Marcella B. Gengler

Marcella B. Gengler

**2500 D Village Lane**

Carroll Boeder

Carroll Boeder

**2514 B Village Lane**

Marion Gunderson  
Marion Gunderson

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**2514 D. Village Lane**

Margaret R. Austin  
Margaret R. Austin

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**2520 B Village Lane**

Norm Sitte  
Norm Sitte

Edythe Sitte  
Edythe Sitte

**2500 D Village Lane**

Dorothy J Hogan  
Dorothy J Hogan

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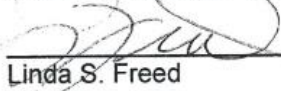
**2524 B Village Lane**

Maryanna Hart

Maryanna Hart



**2524 C Village Lane**

  
Linda S. Freed

\_\_\_\_\_  
Anthony J Golden

**2530 A Village Lane**

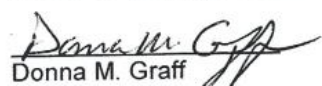
  
Thomas J. Wintheiser

\_\_\_\_\_  
Beverly C. Wintheiser

**2530 C Village Lane**

  
Joan Ruether Reuther

**2534 C Village Lane**

  
Donna M. Graff

**2534 E Village Lane**

\_\_\_\_\_  
Raymond G Scharpf


\_\_\_\_\_  
Ruth A. Scharpf

**2553 B Village Lane**


\_\_\_\_\_  
John P. Gerhold

\_\_\_\_\_  
Kathryn M. Gerhold

**2524 D Village Lane**

  
Walter C. Williams

**2530 B Village Lane**

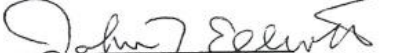
  
Douglas Neitzel

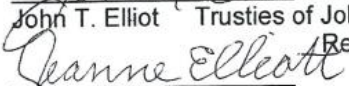
  
Jean Neitzel

**2530 D Village Lane**

  
Richard Schmidt

**2534 D Village lane**

  
John T. Elliot Trusties of John T. Elliot  
Rev. Trust

  
Jeanne Elliot

**2553 A Village Lane**

  
Vern Gauger

**2553 C Village Lane**

  
Robert L. Kunde

  
Dolores Kunde

**2553 D Village Lane**

Ben Hiebel

Ben Hiebel

Nancy Hiebel

Nancy Hiebel

**2563 C Village Lane**

Harold M. Magnuson

Harold M. Magnuson

Jean O. Magnuson

Jean O. Magnuson

**2563 A Village Lane**

Raymond C. Hultner

Inez C. Hultner

Inez C. Hultner

Living Trust 6/12/98

**2563 F Village Lane**

Vivian T. Chan

Vivian T. Chan

**2503 Village Lane**

Max M. Bloom

Max M. Bloom

Marlys J. Bloom

Marlys J. Bloom

**2505 Village Lane**

Dr. James R. Raymond

Dr. James R. Raymond

Eillen M. Raymond

Eillen M. Raymond

**2513 Village Lane**

Lols M. Pence

Lols M. Pence

Rev. Trust 5/15/98

**2515 Village Lane**

Roy R. Biebel

Roy R. Biebel

Patricia J. Biebel

Patricia J. Biebel

**2523 Village Lane**

Milton Busse

Milton Busse

**2525 Village Lane**

Curtis A. Jawort

Curtis A. Jawort

**2533 Village Lane**

Donna M. Lord  
Donna M. Lord

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**2535 Village Lane**

George R. Hagene  
George R. Hagene  
Grace A. Hagene  
Grace A. Hagene

**2543 Village Lane**

Phillip S. Lin  
Phillip S. Lin

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**2545 Village Lane**

Lea M. Meeker  
Lea M. Meeker

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**2587 Village Lane**

Leslie H. Stone  
~~Lester~~, H. Stone  
Leslie  
Marion E. Stone  
Marion E. Stone

**2589 Village Lane**

William O. Brink  
William O. Brink

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2530C	Quad	no	1.6554	2.7145	1.6554	IB	1C
2530D	Quad	no	1.4181	2.3254	1.4181	IB	1C
2534C	Three	no	1.6555	2.7145	1.6555	IB	1C
2534D	Three	no	1.4181	2.3254	1.4181	IB	1C
2534E	Three	no	2.9849	4.8882	2.9849	IB	1C
2553A	Quad	no	1.7207	2.8215	1.7207	IB	1C
2553B	Quad	no	1.2600	2.0661	1.2600	IB	1C
2553C	Quad	no	1.6554	2.7145	1.6554	IB	1C
2553D	Quad	no	1.4181	2.3254	1.4181	IB	1C
2563A	Three	no	1.7207	2.8215	1.7207	2B	2C
2563C	Three	no	1.6554	2.7145	1.6554	2B	2C
2563F	Three	no	2.6824	4.3920	2.6824	2B	2C
2503	Duplex	yes	2.611	6.25	2.611	4B	4C
2505	Duplex	yes	2.611	6.25	2.611	4B	4C
2513	Duplex	yes	2.611	6.25	2.611	4B	4C
2515	Duplex	yes	2.611	6.25	2.611	4B	4C
2523	Duplex	yes	2.441	6.25	2.441	4B	4C
2525	Duplex	yes	2.111	6.25	2.111	4B	4C
2533	Duplex	yes	1.934	6.25	1.934	4B	4C
2535	Duplex	yes	2.515	6.25	2.515	4B	4C
2543	Duplex	yes	2.615	6.25	2.615	4B	4C
2545	Duplex	yes	2.453	6.25	2.453	4B	4C
2587	Duplex	yes	2.225	6.25	2.225	5B	5C
2589	Duplex	yes	2.225	6.25	2.225	5B	5C
2591	Duplex	yes	2.693	6.25	2.693	5B	5C
2593	Duplex	yes	2.693	6.25	2.693	5B	5C
2595	Duplex	yes	2.445	6.25	2.445	5B	5C
2597	Duplex	yes	2.225	6.25	2.225	5B	5C

APPENDIX I

Unit No.	Garage No.	Type of Building	Basement	Percentage of Ownership of Common Elements inc. Garage	Percentage of Expenses Allocated by Bldg. Type	Percentage of General Common Expenses	Exhibit Showing Location of Bldg. containing Unit	Exhibit Showing Floor Plans of Unit
2500A		Quad	no	1.6457	2.6985	1.6457	B	C
2500B		Quad	no	1.2600	2.0661	1.2600	B	C
2500C		Quad	no	1.7304	2.8375	1.7304	B	C
2500D		Quad	no	1.4181	2.3254	1.4181	B	C
2504A		Quad	no	1.7207	2.8215	1.7207	B	C
2504B		Quad	no	1.2600	2.0661	1.2600	B	C
2504C		Quad	no	1.6554	2.7145	1.6554	B	C
2504D		Quad	no	1.4181	2.3254	1.4181	B	C
2510A		Quad	no	1.6457	2.6985	1.6457	B	C
2510B		Quad	no	1.2600	2.0661	1.2600	B	C
2510C		Quad	no	1.7304	2.8375	1.7304	B	C
2510D		Quad	no	1.4181	2.3254	1.4181	B	C
2514A		Quad	no	1.6457	2.6985	1.6457	B	C
2514B		Quad	no	1.2600	2.0661	1.2600	B	C
2514C		Quad	no	1.7304	2.8375	1.7304	B	C
2514D		Quad	no	1.4181	2.3254	1.4181	B	C
2520A		Quad	no	1.7207	2.8215	1.7207	1B	1C
2520B		Quad	no	1.2600	2.0661	1.2600	1B	1C
2520C		Quad	no	1.6554	2.7145	1.6554	1B	1C
2520D		Quad	no	1.4973	2.4489	1.4973	1B	1C
2524A		Quad	no	1.7207	2.8215	1.7207	3B	3C
2524B3		Quad	no	1.4300	2.3448	1.4300	3B	3C
2524C		Quad	no	1.6554	2.7145	1.6554	3B	3C
2524D3		Quad	no	1.5390	2.5236	1.5390	3B	3C
2530A		Quad	no	1.7207	2.8215	1.7207	1B	1C
2530B		Quad	no	1.3393	2.1896	1.3393	1B	1C

Condo Plot 1

EXHIBIT B

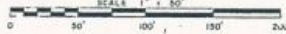
THE VILLAGE AT WESTHAVEN, A CONDOMINIUM  
( EXPANSION NO. 1 PROPERTY )

**SURVEYOR'S CERTIFICATE:**  
I, RONALD A. DERCKS, WISCONSIN REGISTERED LAND SURVEYOR OF AERO-METRIC ENGINEERING, INC. DO HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED ACCORDING TO THE OFFICIAL RECORDS THE CONDOMINIUM DESCRIBED ON EXHIBIT "A" AND THAT THE DRAWING SHOWN BELOW IS A TRUE AND CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED. I FURTHER CERTIFY THAT THIS IS A TRUE SCALED AND DIMENSIONAL REPRESENTATION OF THE BOUNDARIES, BUILDINGS AND IMPROVEMENTS. THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED.

THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO ALL EASEMENTS OF RECORD AND UNDEFINED UNDERGROUND UTILITY EASEMENTS, SUCH AS SANITARY SEWER LATERALS, WATER LATERALS, ELECTRICAL, TELEPHONE AND TV CABLES.

CURVE	RADIUS	CHORD	BEARING	CHORD LENGTH	CHORD BEARING	ARC LENGTH	TAN BEARING	TAN BEARING
1-2	152.22'	5.34°-07'-22" E.	19.81'	07°-27'-44"	19.83'	N.37°-21'-14" W.	S.30°-23'-30" E.	
3-4	92.22'	5.31°-49'-51" E.	4.63'	02°-52'-42"	4.63'	N.33°-16'-12" W.	S.30°-23'-30" E.	
5-6	366.00'	N.30°-03'-37" E.	307.20'	49°-37'-42"	317.02'	S.05°-14'-46" W.	N.54°-52'-28" E.	
RECORD	366.00'	N.29°-59'-09" E.	307.19'	49°-37'-30"	317.00'	S.05°-10'-24" W.		

- LEGEND**
- = 1" x 24" IRON PIPE WEIGHING 1.68 LBS/LINEAL FOOT SET.
  - + = 1" IRON PIPE FOUND
  - \* = 2" IRON PIPE FOUND
  - | } = PLAT DIMENSION
  - ALL DIMENSIONS MEASURE TO THE NEAREST HUNDRETH OF A FOOT.
  - ⊙ = PATIO / DECK
  - ⊙ = HALL, STAIRWAY, FOYER (OUTSIDE OF UNIT)
  - ⊙ = ENTRANCE
  - ⊙ = DRIVEWAY
  - ⊙ = ALL LAND EXCLUSIVE OF UNITS, ⊙, ⊙, ⊙, AND ⊙.
  - ⊙ = COMMON ELEMENT
  - ⊙, ⊙, ⊙, ⊙ = LIMITED COMMON ELEMENT.



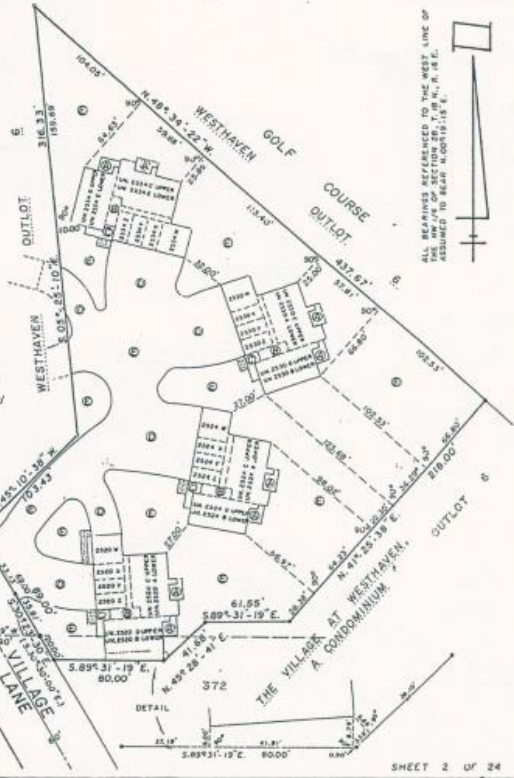
DATED THIS 27th DAY OF June, 1985

*Ronald A. Dercks*  
WISCONSIN REGISTERED LAND SURVEYOR S-1615  
RONALD A. DERCKS

AERO-METRIC ENGINEERING, INC.  
535 NORTH MADISON STREET  
MILWAUKEE, WISCONSIN 53214

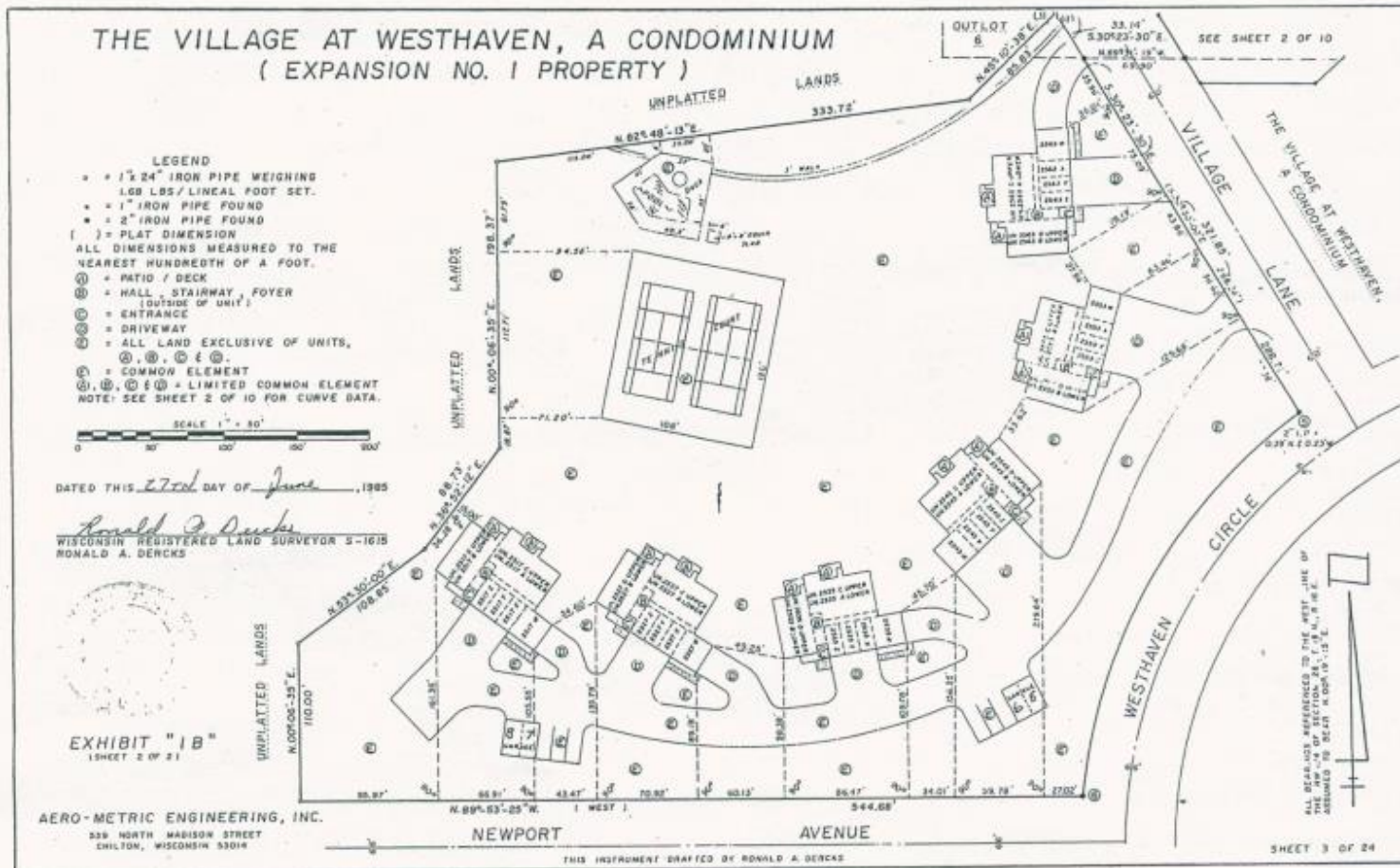
EXHIBIT " B "  
SHEET 1 OF 21

THIS INSTRUMENT DRAFTED BY RONALD A. DERCKS



SHEET 2 OF 24

1B



# EXHIBIT 2B

678319

## THE VILLAGE AT WESTHAVEN, A CONDOMINIUM (EXPANSION NO. 2 PROPERTY)

WHEREAS the plat is as follows:

I, David G. Blain, Registered Wisconsin Land Surveyor, do hereby certify that I have surveyed and signed according to the official records the Condominium described on Exhibit "A" and that the drawing shown herein is a true and correct representation of the Condominium described. I further certify that this is a true and correct representation of the Condominium, buildings and improvements. The identification and location of each unit and the common elements can be determined.  
The above described property is subject to all easements of record and unrecorded underground utility easements, such as sanitary sewer laterals, water laterals, electrical, telephone and T.V. cables.

- LEGEND**
- 6" x 6" REEL REINFORCED CONCRETE WORKING JOISTS PER 10' SPACING
  - 1" X 6" JOIST BRIDGE
  - 2" X 6" JOIST BRIDGE
  - PLAT DIMENSIONS
- ALL DIMENSIONS MEASURED TO THE NEAREST DIMENSION OF 2 FEET.**
- = PATIO/DECK
  - = HALL, STAIRWAY, TOILET
  - = ENTRANCE
  - = UNITS
  - = ALL LAND EXCLUSIVE OF UNITS
  - , ○, ○, ○ = COMMON ELEMENTS
  - , ○, ○, ○ = LIMITED COMMON ELEMENTS

DRAWN BY: [Signature] DATE: [Date] 1988.

DAVID G. BLAIN, REGISTERED LAND SURVEYOR

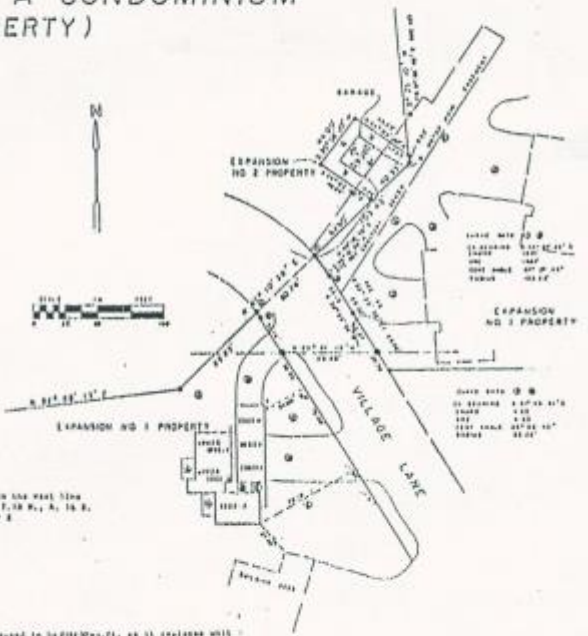


PREPARED BY:  
**MARTINSON & EISELE, INC.**  
1000 UNIVERSITY AVENUE  
MILWAUKEE, WI 53233

All bearings and distances to the West line of the W 1/2 of Section 36, T-18 N., R. 16 E., assumed to bear N 00° 10' 15" E.

EXHIBIT " 2 B "

This " 2 B " assumed in Section 36, T-18 N., R. 16 E., contains 216,000 sq. ft. which has 216,000 sq. ft.



THIS INSTRUMENT NOT SUBJECT TO A CHANGE

SHEET 2 OF 2

2B

309-3



# EXHIBIT 3B

10302

## THE VILLAGE AT WESTHAVEN, A CONDOMINIUM (EXPANSION NO. 1 PROPERTY) AMENDMENT NO. 3

### Owner's Certificate

I, David B. Gille, Wisconsin Registered Land Surveyor do hereby certify that I have reviewed and caused inspection to be made of the original records the Commission forwarded on Exhibit "A" and that the drawing upon which this is a true and correct representation of the Condominium described. I further certify that this is a true and correct representation of the Condominium, buildings and improvements. The identification and location of each unit and the common elements can be determined.

The above mentioned property is subject to all easements and encumbrances and undivided underground utility easements such as sanitary sewer laterals, water laterals, electric, telephone and TV cables.

### Notes

- 1. 4" x 12" IRON PIPE PILING
- 2. 6" x 12" IRON PIPE PILING
- 3. ALL DIMENSIONS MEASURED TO THE NEAREST WHOLE INCH OF A FOOT.
- 4. - PROJECTION
- 5. - ROAD, DRIVEWAY, PAVED
- 6. - UNDERGROUND UTILITY
- 7. - ENTRANCE
- 8. - DRIVEWAY
- 9. - ALL LAND EXCLUSIVE OF UNITS 101, 102, 103, AND 104
- 10. - COMMON ELEMENTS
- 11, 12, 101 & 102 LIMITED COMMON ELEMENTS

DRAWN BY \_\_\_\_\_ DAY OF \_\_\_\_\_, 1987.

David B. Gille, Wisconsin Registered Land Surveyor 3-1018



NOTE: IS REFERENCED TO THE RED LINE OF THE MAP OR OF SEE 18, FIG. 10, IS ALLOWED TO BEAR 10' 10" E



Corner	Dist.	True Bearing	True Length	Cont'd. Angle	Int. Length	True Bearing	True Bearing
101	11.121	S 89°07'12" E	11.121	101°27'10" E	11.121	W 89°51'14" W	S 10°23'10" E
102	11.121	S 89°07'12" E	11.121	101°27'10" E	11.121	W 89°51'14" W	S 10°23'10" E

EXHIBIT "A"

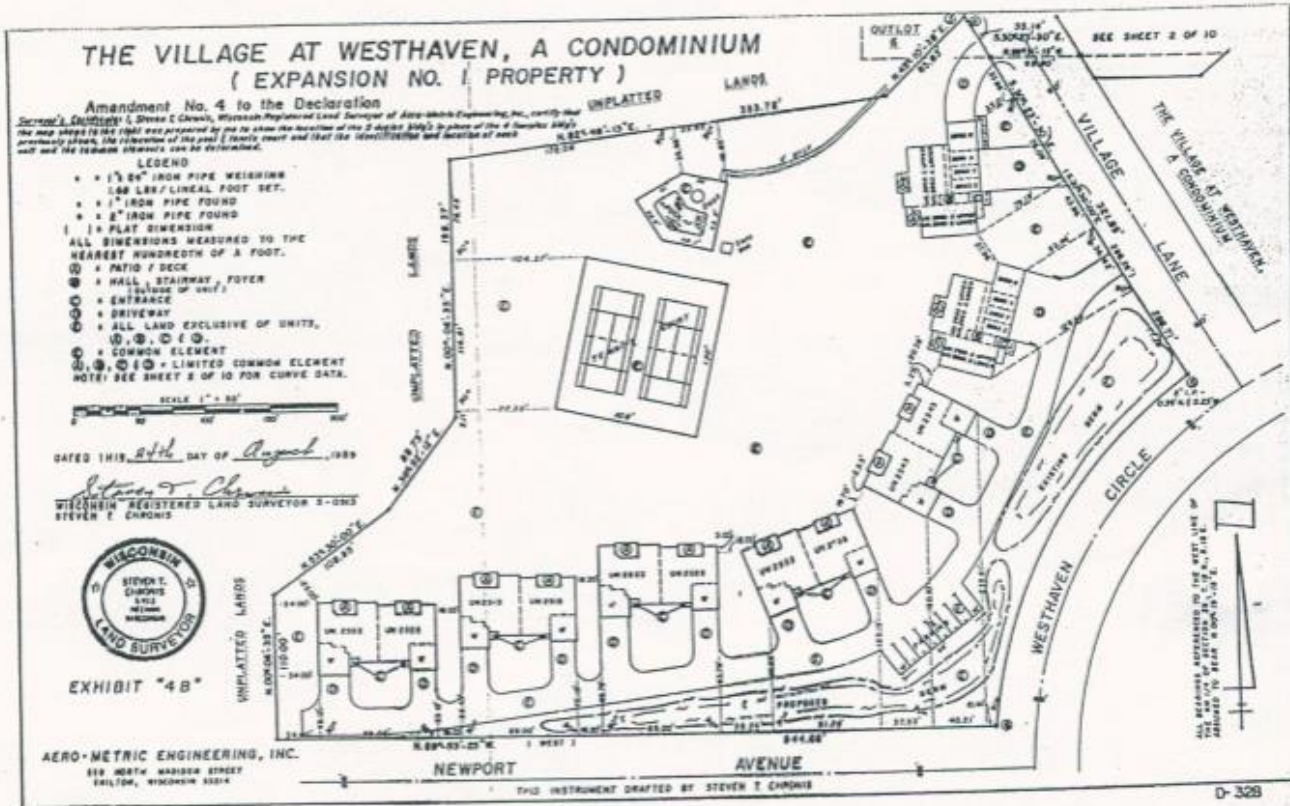
PREPARED BY  
**MARTENSON & EISELE, INC.**  
111 W. WISCONSIN ST., MILWAUKEE, WIS. 53233  
TEL. 441-1400

Sheet 1 of 5

3B

# EXHIBIT 4B

13/879



# EXHIBIT 5B

## THE VILLAGE AT WESTHAVEN, A CONDOMINIUM WINNEBAGO COUNTY (EXPANSION NO. 3 PROPERTY)

### DESCRIPTION

All of Lots 823, 824 and 825, Sixth Addition to Westhaven, 13th Ward, City of Oshkosh, Winnebago County, Wisconsin containing 71,845 square feet of land.

### SURVEYOR'S CERTIFICATE:

I, Lawrence C. Kriescher, Wisconsin Registered Land Surveyor of Aero-metric Engineering, Inc., certify that I have surveyed and mapped according to the official records the condominium described above and that the drawing to the right is a true and correct representation of the condominium described. I do further certify that this is a true scaled and dimensional representation of the boundaries, buildings and improvements. The identification and location of the unit and the common elements can be determined.

The above described property is subject to all encumbrances and restrictions of record and unrecorded underground utility encumbrances such as sanitary sewer and water laterals and electrical, telephone and TV cables.

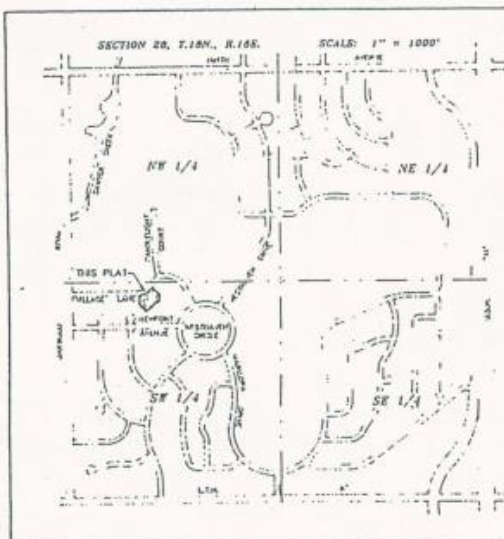
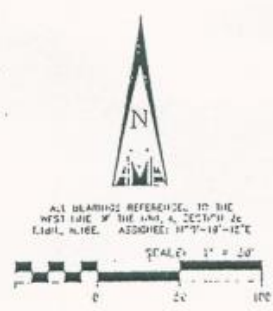
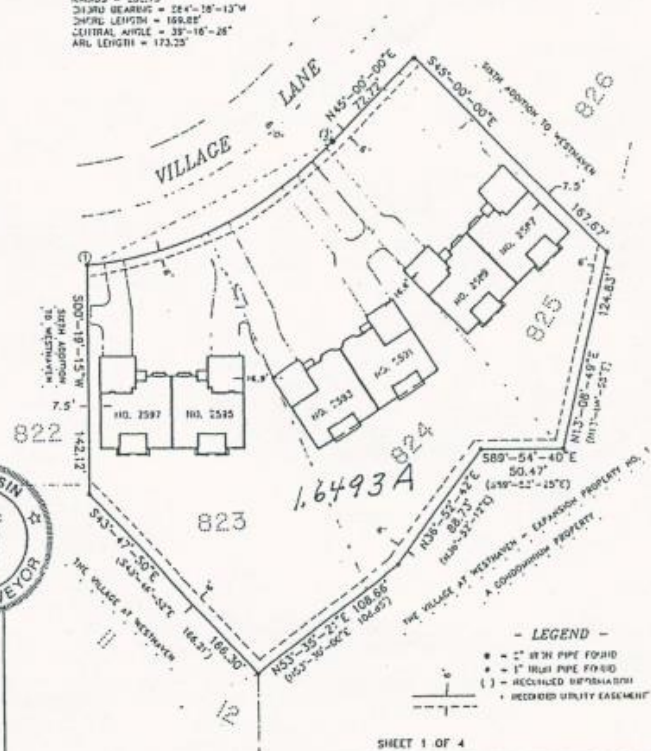
Dated this 13th day of April, 1994.

*Lawrence C. Kriescher*  
WISCONSIN REGISTERED LAND SURVEYOR  
Lawrence C. Kriescher, S-1593

Only if the surveyor's signature is in red ink is this an original copy. Anything other than an original copy may contain unannotated alterations to the original. The surveyor accepts no responsibility for non-original copies of this document.



**CURVE 1-2**  
RADIUS = 252.75'  
CHORD BEARING = 224°-18'-13"W  
CHORD LENGTH = 158.85'  
CENTRAL ANGLE = 33°-16'-26"  
ARC LENGTH = 173.25'



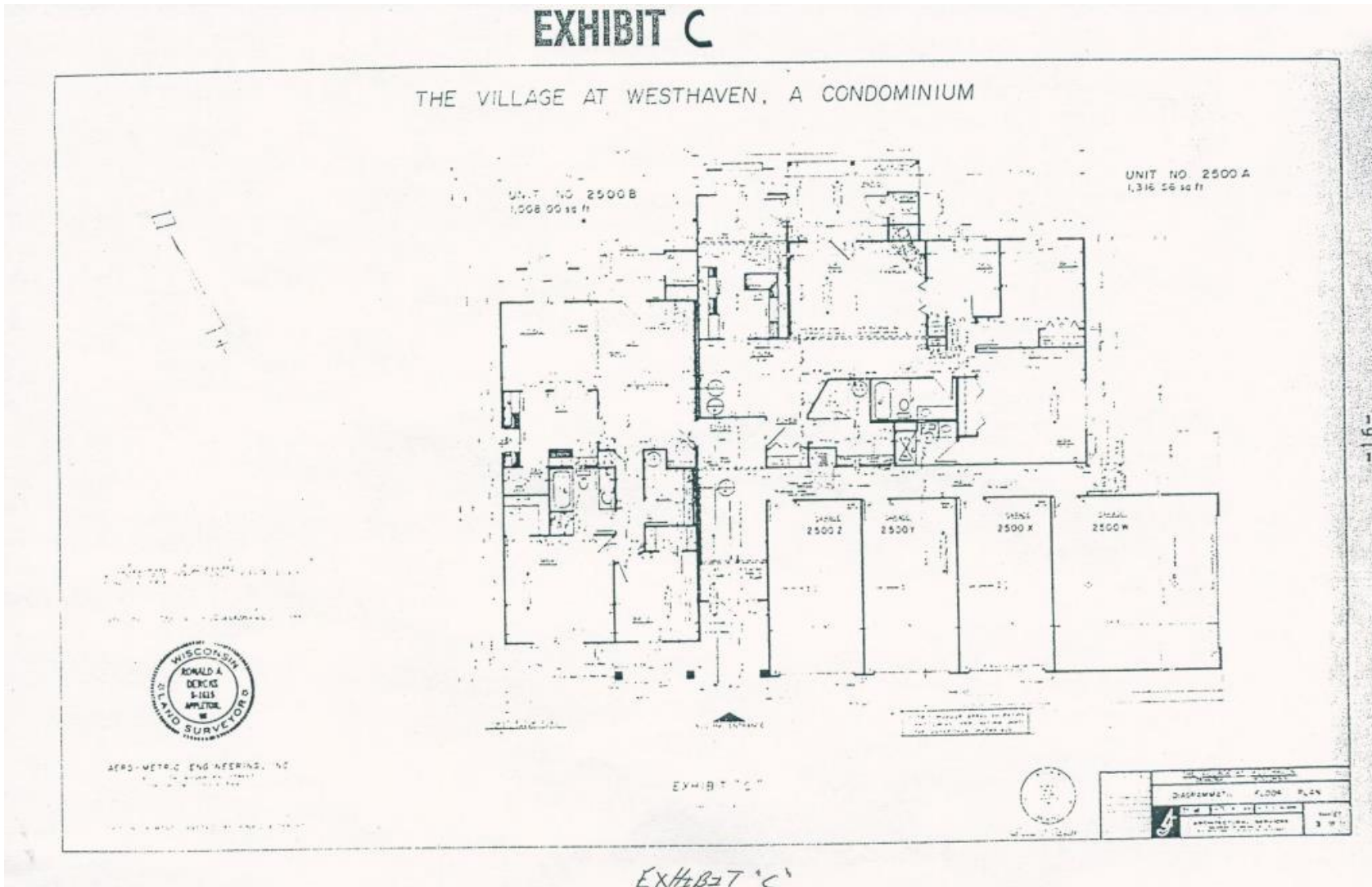
- LEGEND -**
- = 2" IRON PIPE FOUND
  - = 1" IRON PIPE FOUND
  - ( ) = RECORDED IMPROVEMENT
  - - - = RECORDED UTILITY EASEMENT

SHEET 1 OF 4

**Aero-metric ENGINEERING, INC.**  
CONSULTING  
LAND PLANNING & DESIGN DIVISION  
PROPERTY SURVEY & SUBDIVISION  
ENGINEERING DESIGN SERVICES  
LAND DEVELOPMENT SERVICES

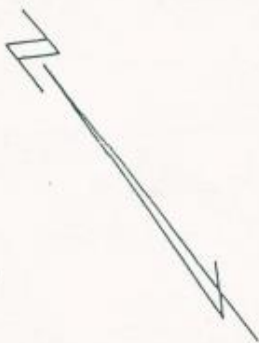
329 NORTH HAZARD STREET  
CHILTON, WISCONSIN 53014  
414-821-3788  
800-472-5283

Condo Plot 2



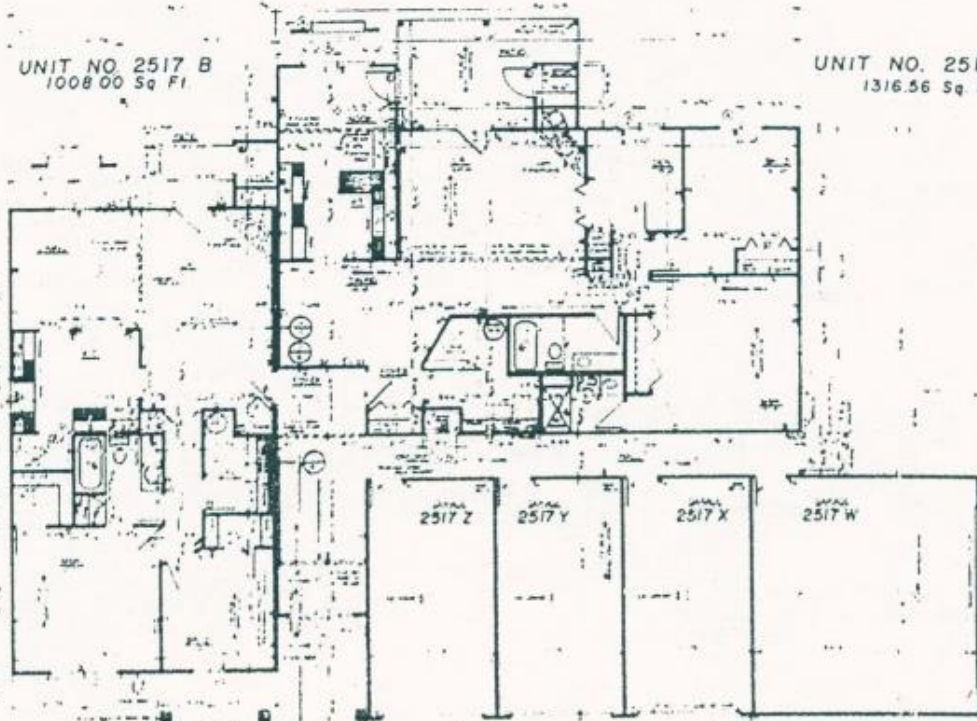
# EXHIBIT 1C

THE VILLAGE AT WESTHAVEN, A CONDOMINIUM  
( EXPANSION NO. 1 PROPERTY )



UNIT NO. 2517 B  
1008.00 Sq. Ft.

UNIT NO. 2517 A  
1316.56 Sq. Ft.



DATED THIS 27th DAY OF June, 1995

Ronald A. Dercks  
WISCONSIN REGISTERED LAND SURVEYOR S-1615  
RONALD A. DERCKS

AERO-METRIC ENGINEERING, INC.  
838 NORTH MADISON STREET  
CHILTON, WISCONSIN 53004

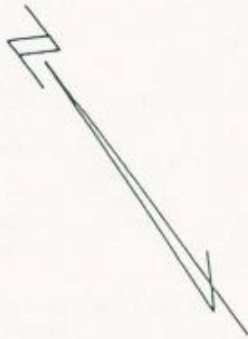
EXHIBIT "1C"  
PAGE 1 OF 24



AERO-METRIC ENGINEERING, INC.	
DIAGNOSTIC FLOOR PLAN	
PROJECT NO. 95-001	SHEET
CONDOMINIUM UNIT NO. 2517 A, B, X, Y, Z, W	4 of 24

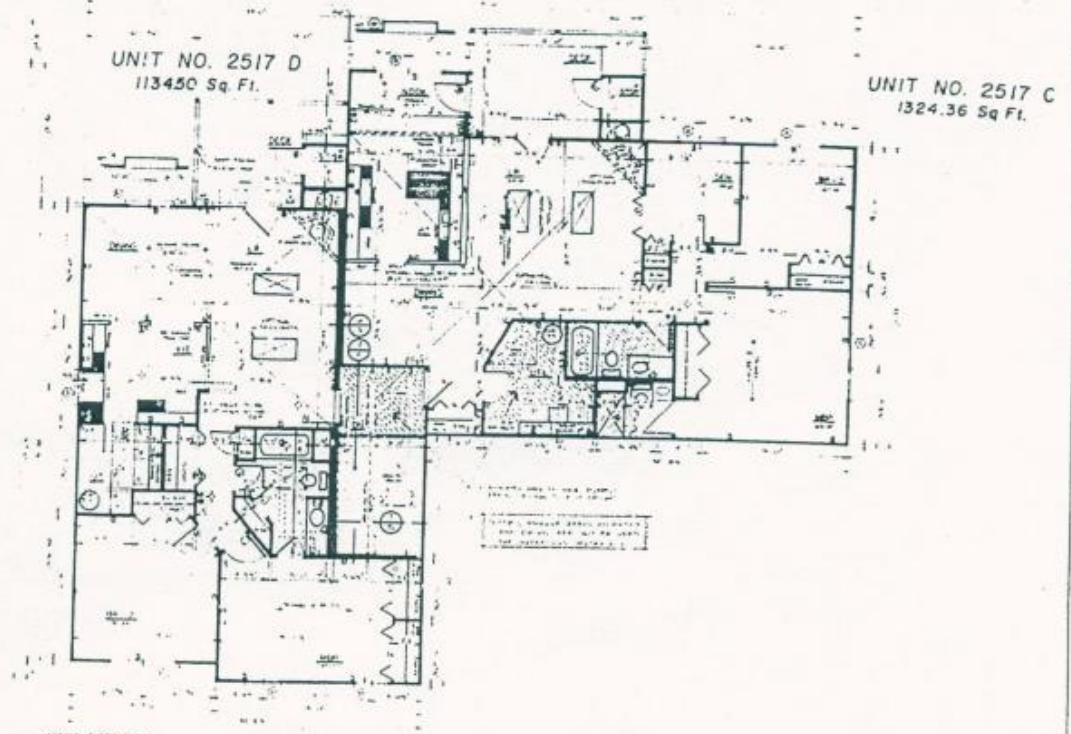
1C

THE VILLAGE AT WESTHAVEN, A CONDOMINIUM  
( EXPANSION NO. 1 PROPERTY )



DATED THIS 17th DAY OF June, 1985

Ronald D. Dercks  
WISCONSIN REGISTERED LAND SURVEYOR S-1615  
RONALD A. DERCKS



SCALE - 1/8" = 1'-0"

AERO-METRIC ENGINEERING, INC  
222 NORTH MADISON STREET  
MILWAUKEE, WISCONSIN 53224

EXHIBIT "1C"



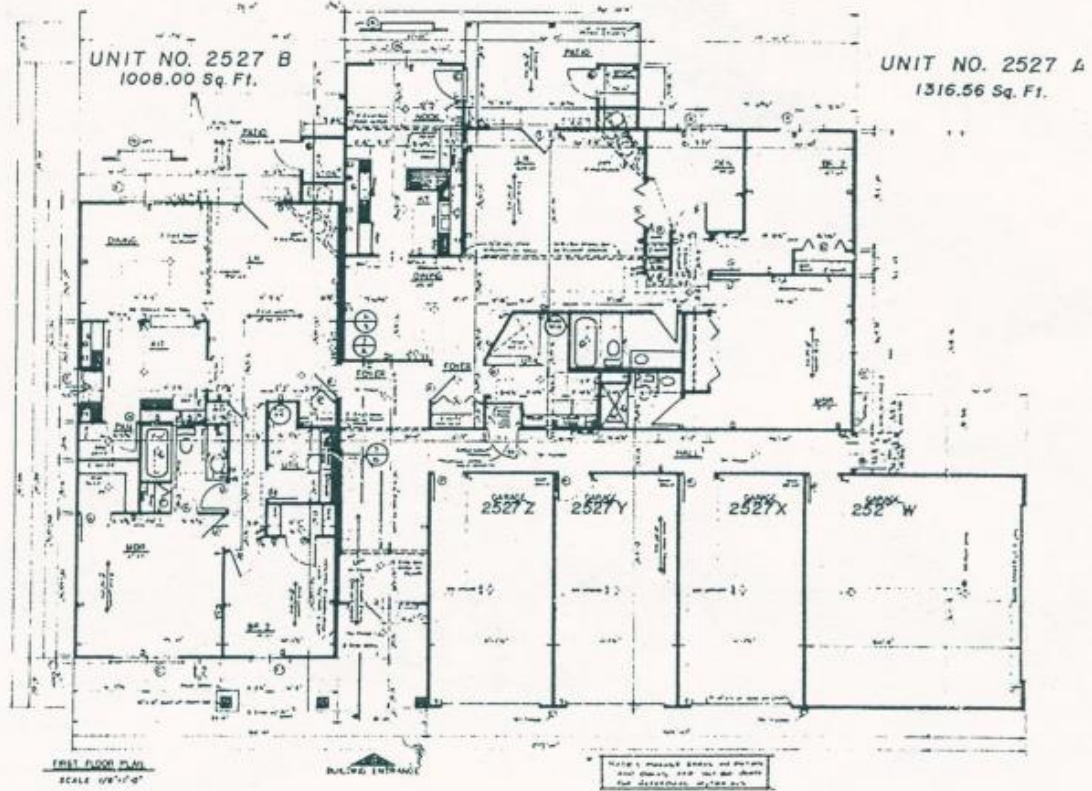
THE VILLAGE AT WESTHAVEN	
DIAGRAMMATIC FLOOR PLAN	PLAN
NO. 2517	5 of 24
ARCHITECTURAL ENGINEER	5 of 24

1C

THE VILLAGE AT WESTHAVEN, A CONDOMINIUM  
(EXPANSION NO. 1 PROPERTY)



DATED THIS 27th DAY OF June, 1985  
Ronald A. Dercks  
WISCONSIN REGISTERED LAND SURVEYOR S-1615  
RONALD A. DERCKS



AERO-METRIC ENGINEERING, INC.  
539 NORTH MADISON STREET  
CHILTON, WISCONSIN 53014

THIS INSTRUMENT DRAFTED BY RONALD A. DERCKS

EXHIBIT "1 C"  
SHEET 3 OF 20



DIAGNOSTIC FLOOR PLAN	
4	SHEET 6 of 24

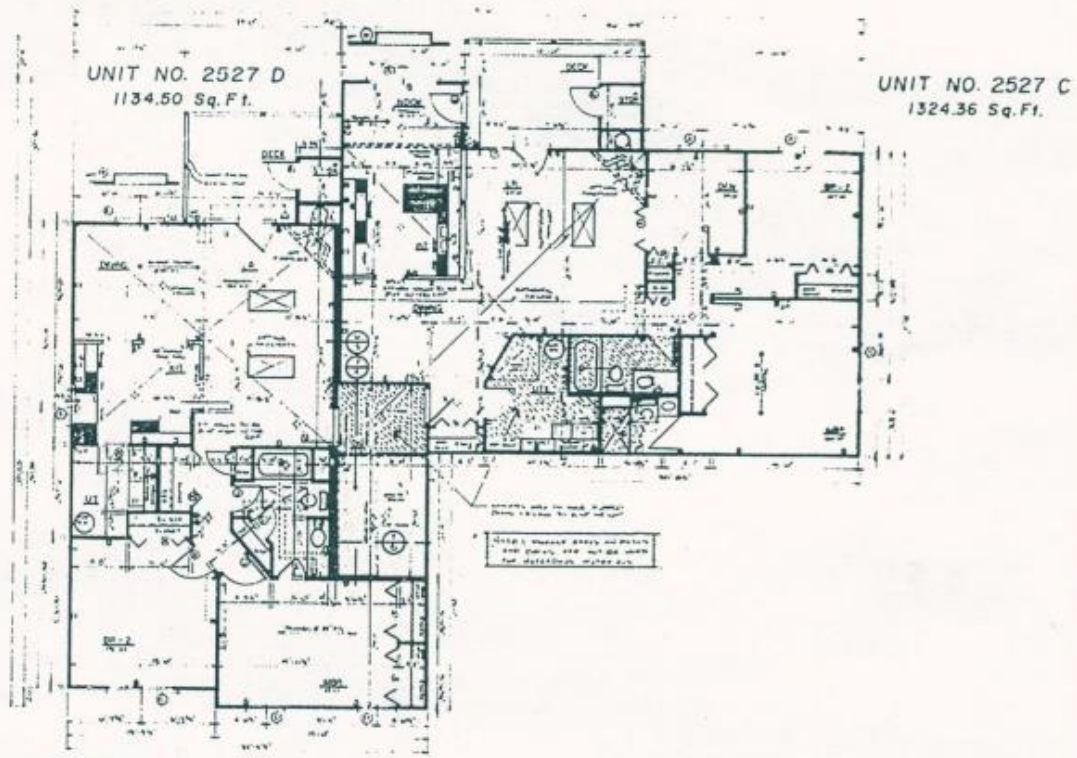
1C

THE VILLAGE AT WESTHAVEN, A CONDOMINIUM  
( EXPANSION NO. 1 PROPERTY )



DATED THIS 27th DAY OF June, 1985

Ronald A. Dercks  
WISCONSIN REGISTERED LAND SURVEYOR S-1615  
RONALD A. DERCKS



SECOND FLOOR PLAN  
SCALE - 1/8" = 1'-0"

AERO-METRIC ENGINEERING, INC.  
535 NORTH MADISON STREET  
CHILTON, WISCONSIN 53014

THIS INSTRUMENT DRAFTED BY RONALD A. DERCKS

EXHIBIT "1C"  
SHEET 4 OF 20



NO. 10	NO. 10	NO. 10	NO. 10
DATE	DATE	DATE	DATE
BY	BY	BY	BY
DIAGRAMMATIC FLOOR PLAN			
SCALE 1/8" = 1'-0"			
SHEET 4 OF 20			
AERO-METRIC ENGINEERING, INC.			
535 NORTH MADISON STREET			
CHILTON, WISCONSIN 53014			
Tel 24			



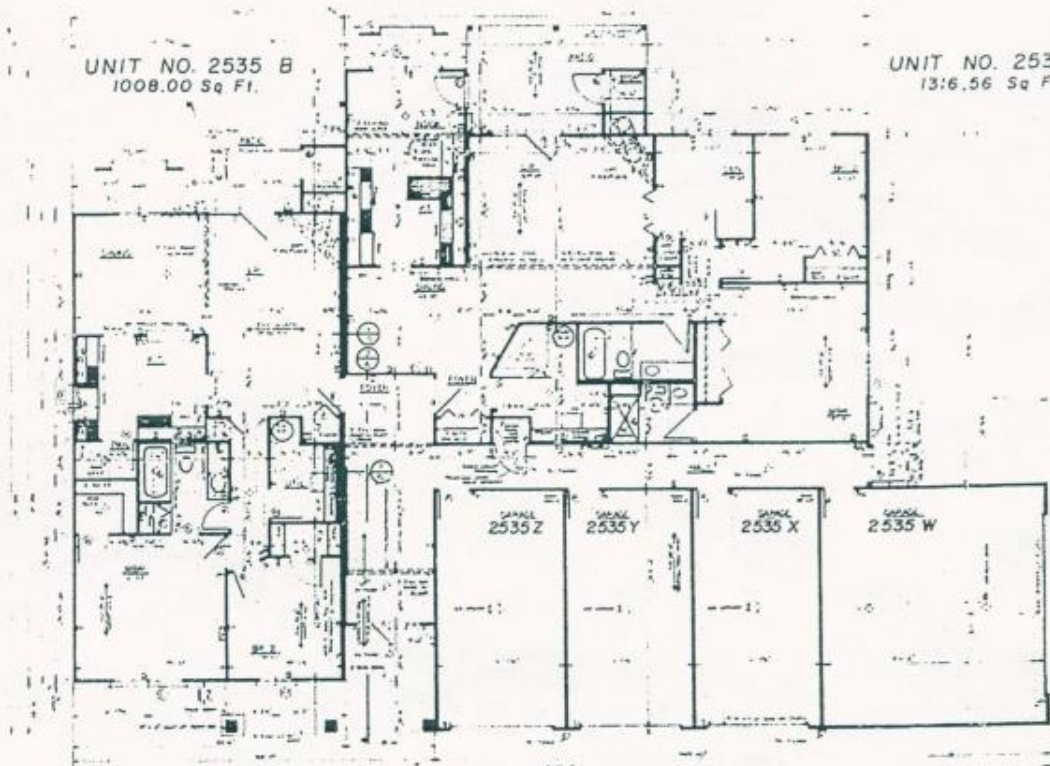
1C

THE VILLAGE AT WESTHAVEN, A CONDOMINIUM  
( EXPANSION NO. 1 PROPERTY )



UNIT NO. 2535 B  
1008.00 Sq. Ft.

UNIT NO. 2535 A  
1316.56 Sq. Ft.



DATED THIS 27TH DAY OF June, 1985

*Ronald A. Decks*  
WISCONSIN REGISTERED LAND SURVEYOR S-1615  
RONALD A. DECKS

AERO-METRIC ENGINEERING, INC.  
539 NORTH MADISON STREET  
CHILTON, WISCONSIN 53004

THIS INSTRUMENT DRAFTED BY RONALD A. DECKS

FIRST FLOOR PLAN  
SCALE: 1/8"=1'-0"

MAIN ENTRANCE

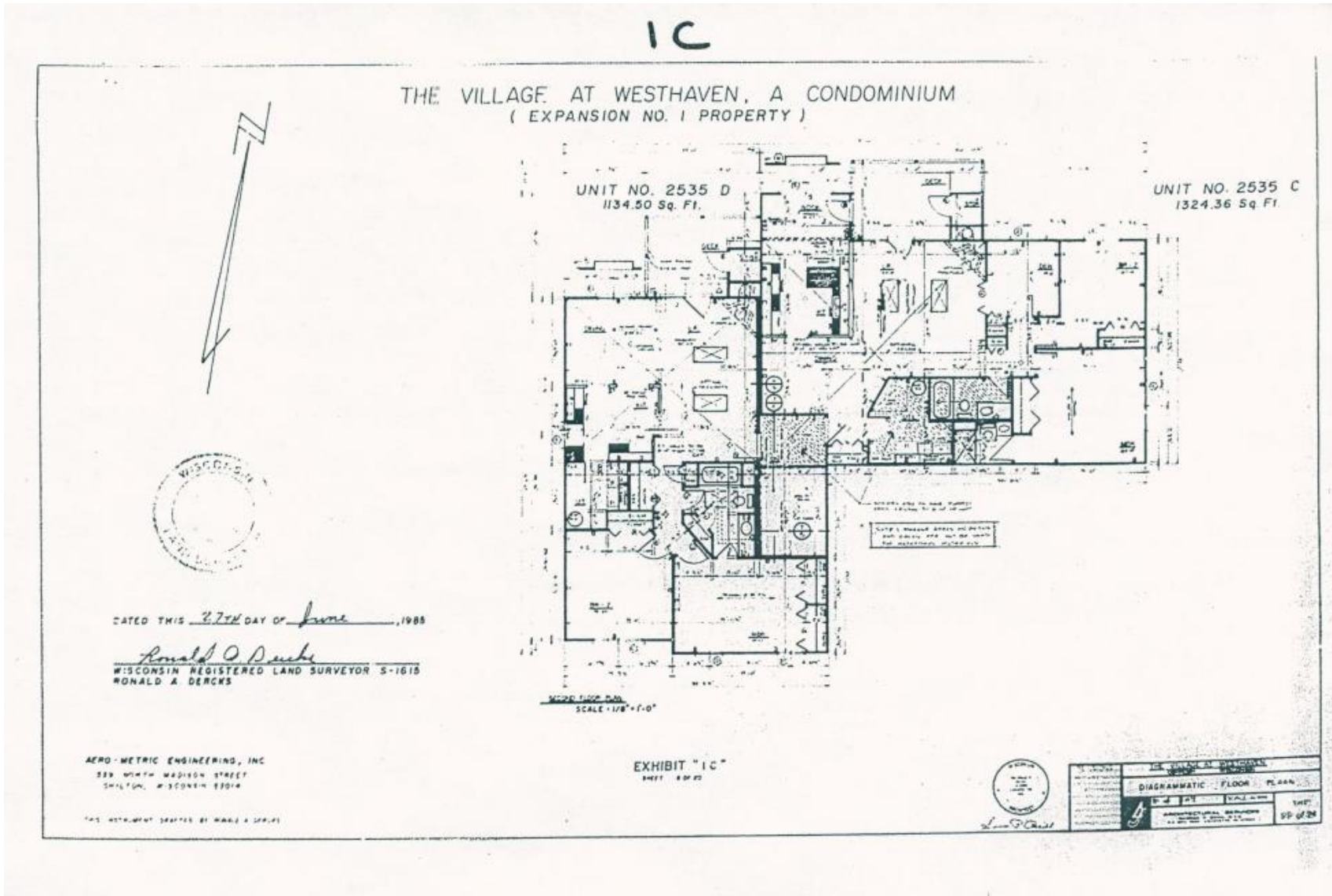
NOTE: 1. DOUBLE CHECK DIMENSIONS AND CALC. FOR ALL DIMENSIONS AND AREAS FOR ACCURACY OF 1/16" OR BETTER.

EXHIBIT "1C"  
SHEET 50720



AERO-METRIC ENGINEERING, INC.	
DIAGNOSTIC FLOOR PLAN	
DATE	6/27/85
SHEET	5 OF 24

Condo Plot 3



1C

THE VILLAGE AT WESTHAVEN, A CONDOMINIUM  
( EXPANSION NO. 1 PROPERTY )

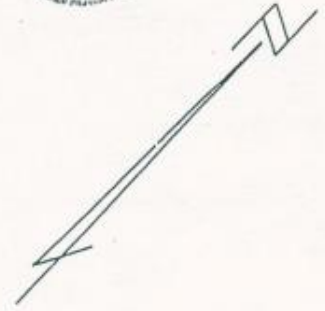
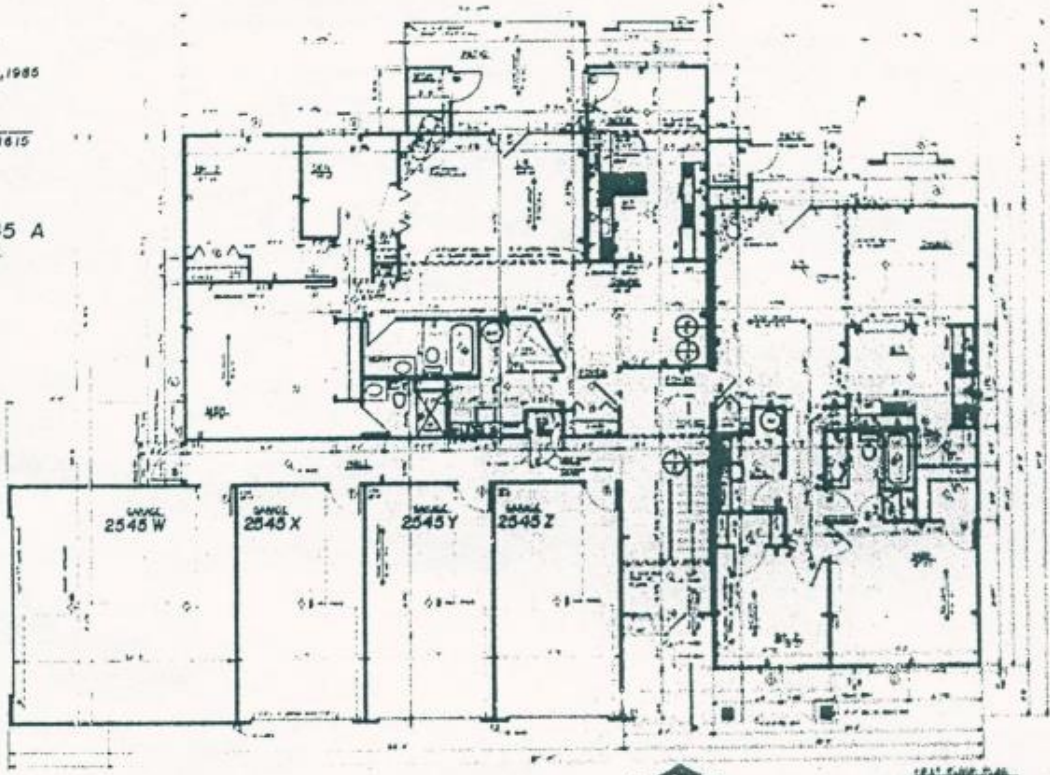
DATED THIS 27th DAY OF June, 1985

*Ronald A. Dercks*  
WISCONSIN REGISTERED LAND SURVEYOR 3-1615  
RONALD A. DERCKS



UNIT NO. 2545 A  
1316.56 Sq. Ft.

UNIT NO. 2545 B  
1008.00 Sq. Ft.



AERO-METRIC ENGINEERING, INC.  
539 NORTH MADISON STREET  
CHILTON, WISCONSIN 53014

EXHIBIT "1C"  
SHEET 1 OF 20



AERO-METRIC ENGINEERING, INC.	
DIAGNOSTIC FLOOR PLAN	
DATE: JUN 27 1985	SHEET 10 OF 20
PROJECT: THE VILLAGE AT WESTHAVEN	

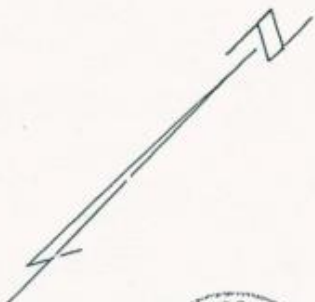
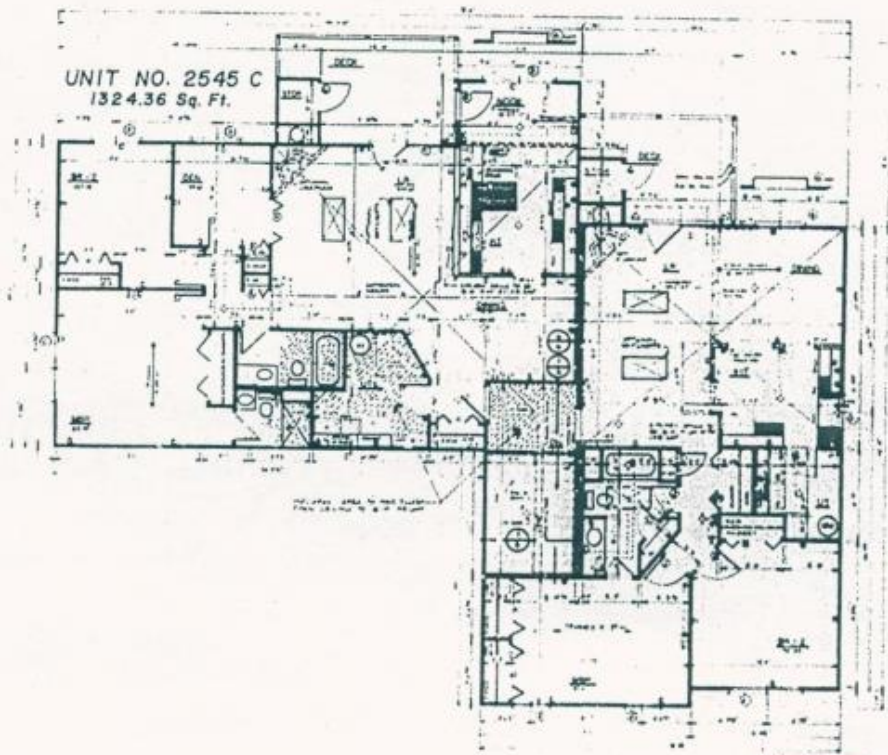
THIS INSTRUMENT DRAFTED BY RONALD A. DERCKS

1C

THE VILLAGE AT WESTHAVEN, A CONDOMINIUM  
( EXPANSION NO. 1 PROPERTY )

UNIT NO. 2545 C  
1324.36 Sq. Ft.

UNIT NO. 2545 D  
1134.50 Sq. Ft.



DATED THIS 27th DAY OF June, 1965

Ronald A. Dercks  
WISCONSIN REGISTERED LAND SURVEYOR S-1615  
RONALD A. DERCKS

AERO-METRIC ENGINEERING, INC  
539 NORTH MADISON STREET  
CHILTON, WISCONSIN 53014

THIS INSTRUMENT DRAFTED BY RONALD A. DERCKS

EXHIBIT "1C"  
SHEET 2 OF 25



DATE	2/27/65	SCALE	AS SHOWN
DIAGRAMMATIC FLOOR PLAN			
PROJECT	THE VILLAGE AT WESTHAVEN	SHEET	11 of 24

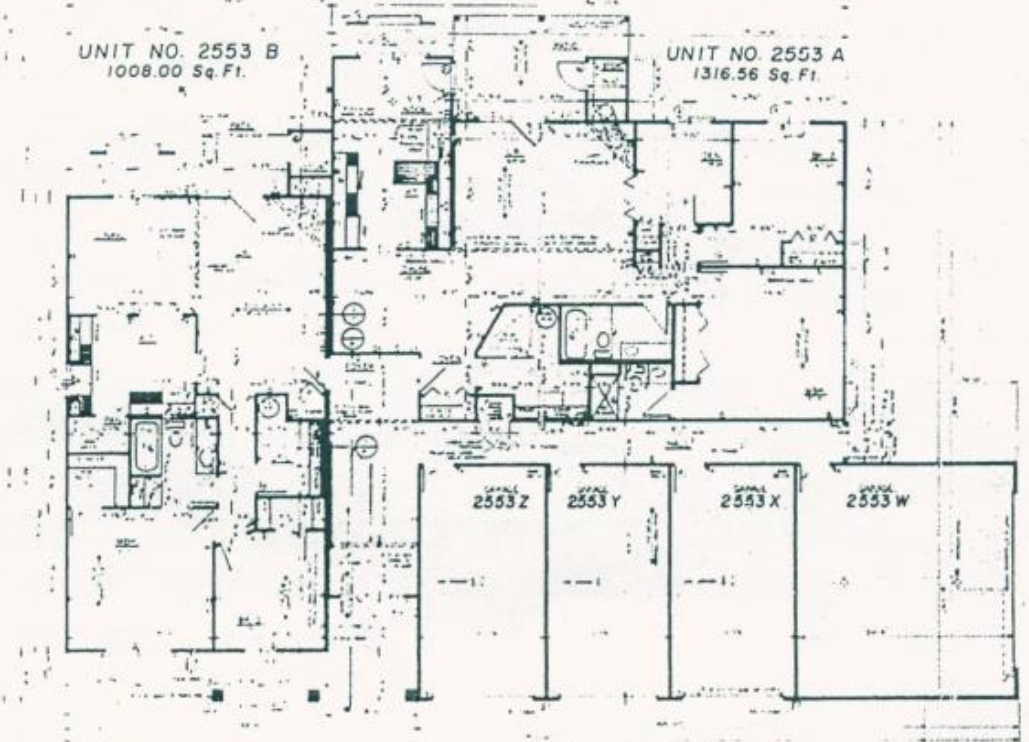
-66-

1C

THE VILLAGE AT WESTHAVEN, A CONDOMINIUM  
( EXPANSION NO. 1 PROPERTY )

UNIT NO. 2553 B  
1008.00 Sq. Ft.

UNIT NO. 2553 A  
1316.56 Sq. Ft.



DATED THIS 27th DAY OF June, 1985

Ronald A. Dercks  
WISCONSIN REGISTERED LAND SURVEYOR S. 1675  
RONALD A. DERCKS

AERO-METRIC ENGINEERING, INC  
539 SOUTH MADISON STREET  
MILWAUKEE, WISCONSIN 53204

EXHIBIT "C"  
1985



AERO-METRIC ENGINEERING, INC	
DIAGRAMMATIC FLOOR PLAN	
PROJECT NO. 2553	DATE 6/27/85
ENGINEER RALPH DERCKS	SHEET 12 OF 24

- 67 -

1C

THE VILLAGE AT WESTHAVEN, A CONDOMINIUM  
(EXPANSION NO. 1 PROPERTY)

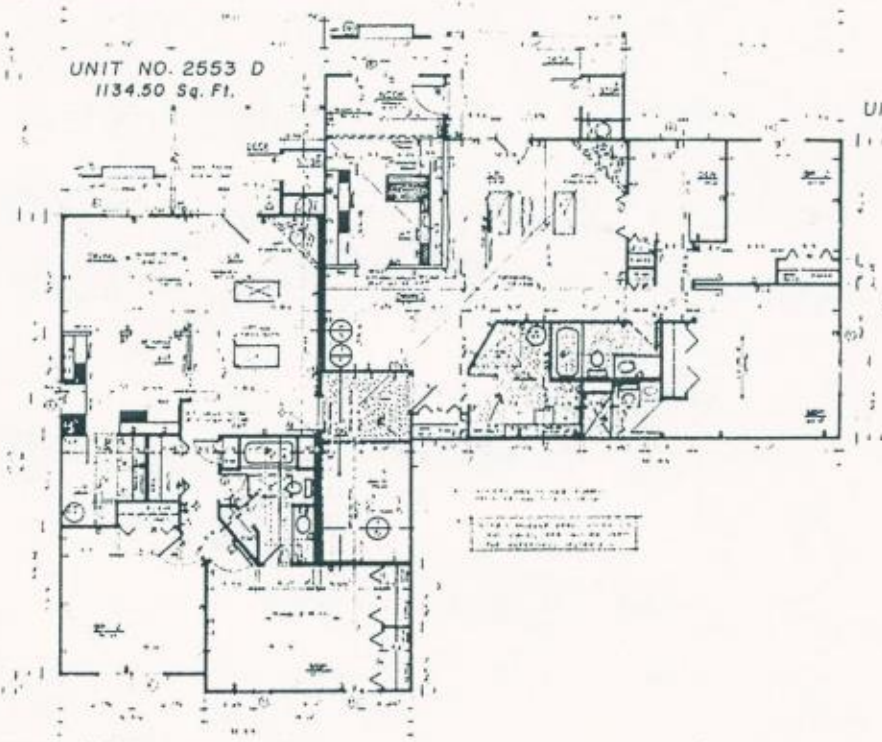
UNIT NO. 2553 D  
1134.50 Sq. Ft.

UNIT NO. 2553 C  
1324.36 Sq Ft



DATED THIS 1st DAY OF June, 1985

Ronald A. Dercks  
WISCONSIN REGISTERED LAND SURVEYOR S-1615  
RONALD A. DERCKS



SCALE 1/8" = 1'-0"

AFRO-METRIC ENGINEERING, INC  
112 NORTH MADISON STREET  
MILWAUKEE, WISCONSIN 53202

EXHIBIT "1C"  
SHEET 13 OF 24



108 JAMES H. BISHOP	
REGISTERED PROFESSIONAL DESIGNER	
DIAGRAMMATIC FLOOR PLAN	
1/8" = 1'-0"	SHEET 13 OF 24
ENGINEERING PROFESSIONAL DESIGNER	

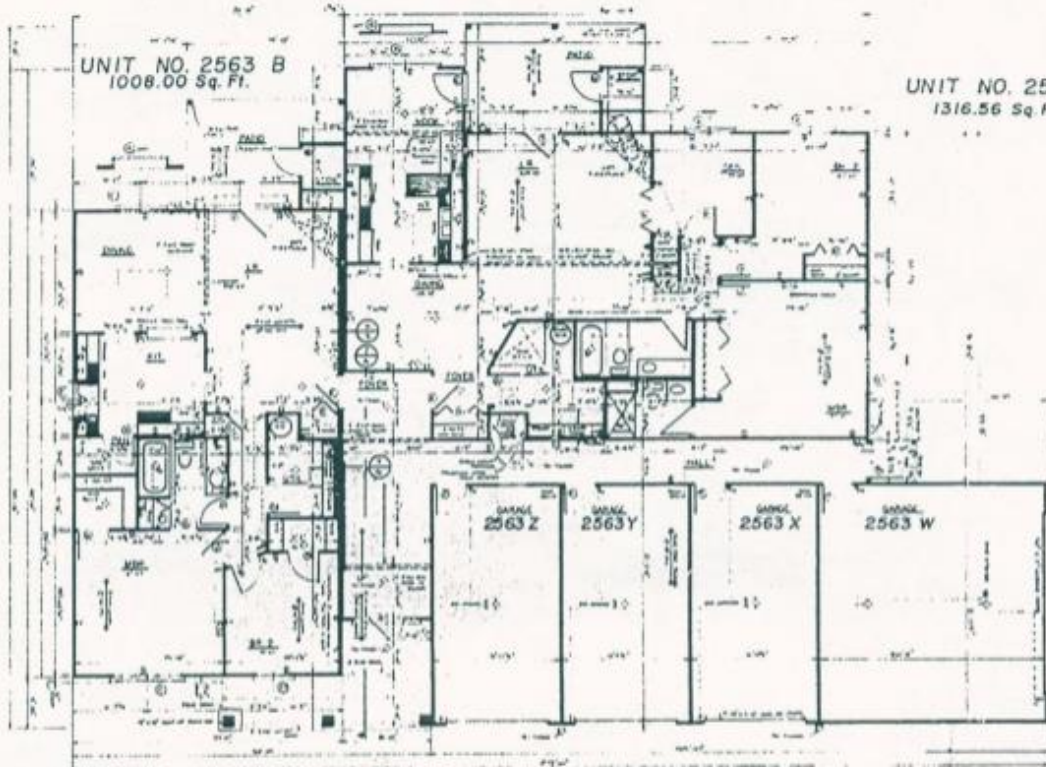
1C

THE VILLAGE AT WESTHAVEN, A CONDOMINIUM  
( EXPANSION NO. 1 PROPERTY )



UNIT NO. 2563 B  
1008.00 Sq. Ft.

UNIT NO. 2563 A  
1316.56 Sq. Ft.



DATED THIS 27th day of June, 1985

*Ronald A. Dercks*  
WISCONSIN REGISTERED LAND SURVEYOR S-1815  
RONALD A. DERCKS

AERO-METRIC ENGINEERING, INC.  
339 NORTH MADISON STREET  
CHILTON, WISCONSIN 53014

THIS INSTRUMENT DRAFTED BY RONALD A. DERCKS

FIRST FLOOR PLAN  
SCALE 1/8"=1'-0"

PAVING ENTRANCE

NOTE: 1. HORIZONTAL ARROWS OF POINTS  
AND DIMENSIONS ARE TO BE USED  
FOR DISTANCE MEASUREMENTS.

EXHIBIT "1C"  
SHEET 11 OF 23



THE VILLAGE AT WESTHAVEN CONDOMINIUM	
DIAGRAMMATIC FLOOR PLAN	
DATE: JUN 27 1985	DRAWN BY: [Signature]
PROJECT NO. 85-001	SHEET 14 OF 24

Condo Plot 4

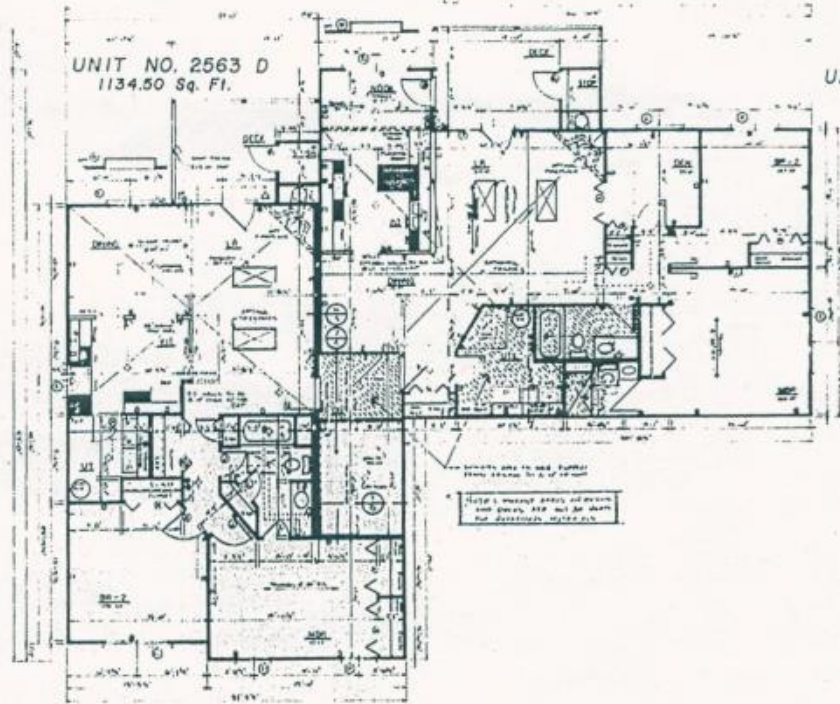
1C

THE VILLAGE AT WESTHAVEN, A CONDOMINIUM  
( EXPANSION NO. 1 PROPERTY )



UNIT NO. 2563 D  
1134.50 Sq. Ft.

UNIT NO. 2563 C  
1324.36 Sq. Ft.



Help & message areas, all doors and doors, etc. not to scale for diagrammatic floor plan.



DATED THIS 27th DAY OF June, 1985  
Ronald A. Dercks  
WISCONSIN REGISTERED LAND SURVEYOR S-1615  
RONALD A. DERCKS

MECH. FLOOR PLAN  
SCALE: 1/8" = 1'-0"

AERO-METRIC ENGINEERING, INC.  
539 NORTH MADISON STREET  
CHILTON, WISCONSIN 53014

EXHIBIT "C"  
SHEET 18 OF 24



REVISIONS		DATE	
DIAGRAMMATIC FLOOR PLAN			
1	AS SHOWN	DATE	SHEET
1	AS SHOWN		15 of 24

THIS INSTRUMENT DRAFTED BY RONALD A. DERCKS



1C

THE VILLAGE AT WESTHAVEN, A CONDOMINIUM  
( EXPANSION NO. 1 PROPERTY )

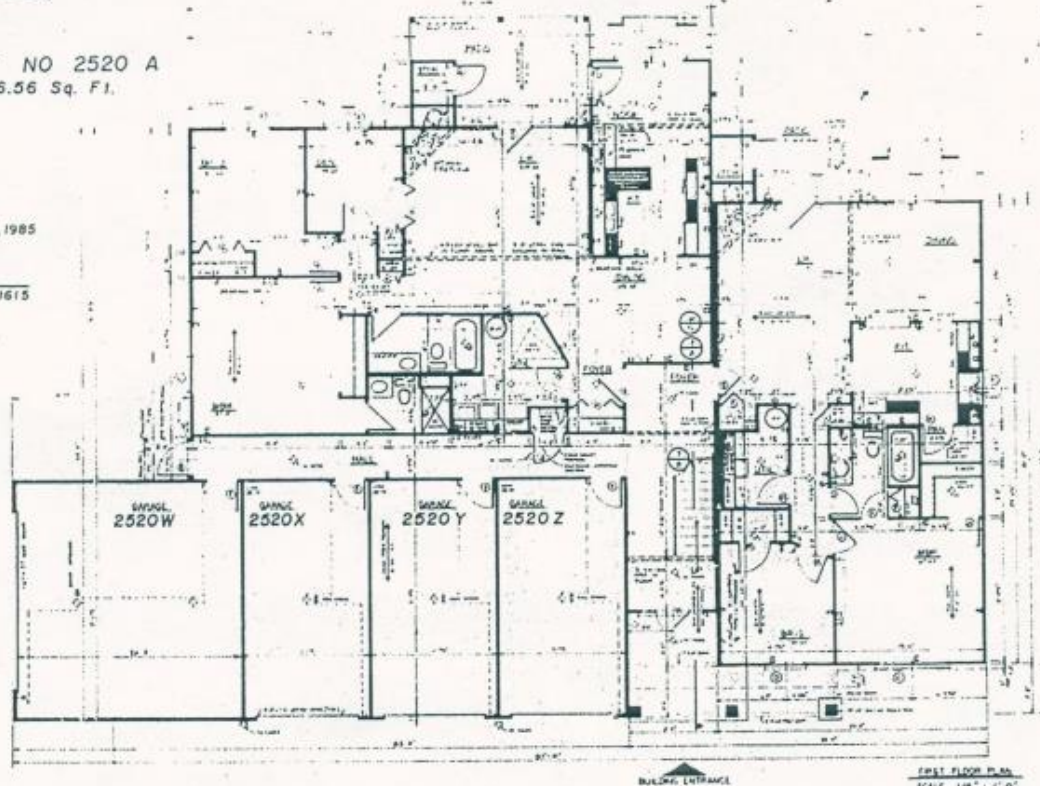


UNIT NO 2520 A  
1316.56 Sq. Ft.

UNIT NO. 2520 B  
1008.00 Sq Ft.

DATED THIS 27th DAY OF June, 1985

Ronald A. Dercks  
WISCONSIN REGISTERED LAND SURVEYOR S-1615  
RONALD A. DERCKS



AERO-METRIC ENGINEERING, INC.  
529 NORTH MADISON STREET  
CHILTON, WISCONSIN 53014

THIS INSTRUMENT DRAFTED BY RONALD A. DERCKS

EXHIBIT "1C"  
SHEET 12 OF 22



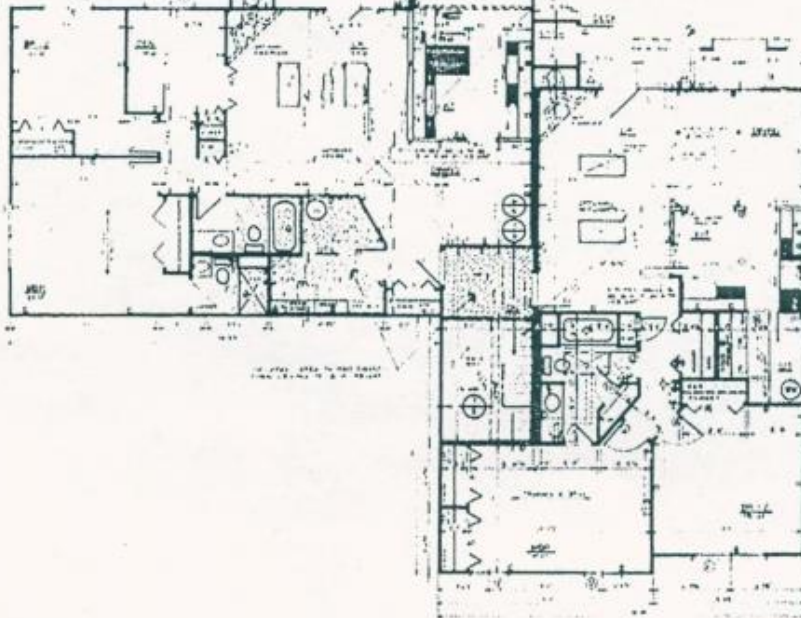
THE VILLAGE AT WESTHAVEN	
DIAGRAMMATIC FLOOR PLAN	
DATE	1985
DRAWN BY	...
CHECKED BY	...
SCALE	1/8" = 1'-0"
SHEET	16 of 24

1C

THE VILLAGE AT WESTHAVEN, A CONDOMINIUM  
( EXPANSION NO. 1 PROPERTY )



UNIT NO. 2520 C  
1324.36 Sq. Ft.



UNIT NO. 2520 D  
1134.50 Sq. Ft.



DATED THIS 27th DAY OF June, 1985

Ronald A. Dea  
WISCONSIN REGISTERED LAND SURVEYOR S-1515  
RONALD A. DEA

AERO-METRIC ENGINEERING, INC.  
115 NORTH MADISON STREET  
EVILTON, WISCONSIN 5304

EXHIBIT "1C"  
SHEET 18 OF 28

SCALE: 1/8" = 1'-0"



PROJECT NO.	10-11111111111111111111
DATE	10/27/85
DIAGRAMMATIC FLOOR PLAN	
BY	R.A. DEEA
CHECKED BY	
APPROVED BY	
DATE	
SHEET 17 of 24	

1C

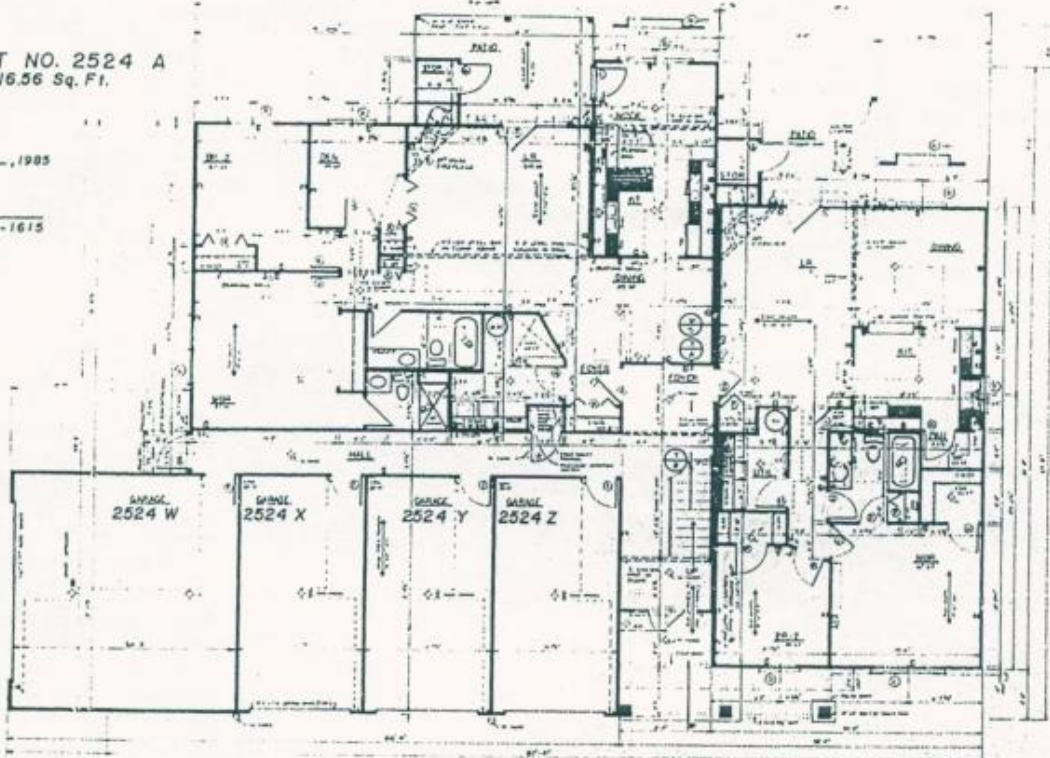
THE VILLAGE AT WESTHAVEN, A CONDOMINIUM  
( EXPANSION NO. 1 PROPERTY )



UNIT NO. 2524 A  
1316.56 Sq. Ft.

DATED THIS 27th DAY OF June, 1985

*Ronald A. Dercks*  
WISCONSIN REGISTERED LAND SURVEYOR S-1615  
RONALD A. DERCKS



UNIT NO. 2524 B  
1008.00 Sq. Ft.

AERO-METRIC ENGINEERING, INC.  
333 NORTH MADISON STREET  
CHILTON, WISCONSIN 53014

THIS INSTRUMENT DRAFTED BY RONALD A. DERCKS

EXHIBIT "1C"  
SHEET 18 OF 24

BUILDING ENTRANCE

FIRST FLOOR PLAN  
SCALE 1/8" = 1'-0"



PROJECT NO.	THE VILLAGE AT WESTHAVEN
DATE	JUNE 1985
DRAWN BY	W. J. ...
CHECKED BY	...
SCALE	1/8" = 1'-0"
DIAGRAMMATIC FLOOR PLAN	
SHEET	18 of 24

-73-

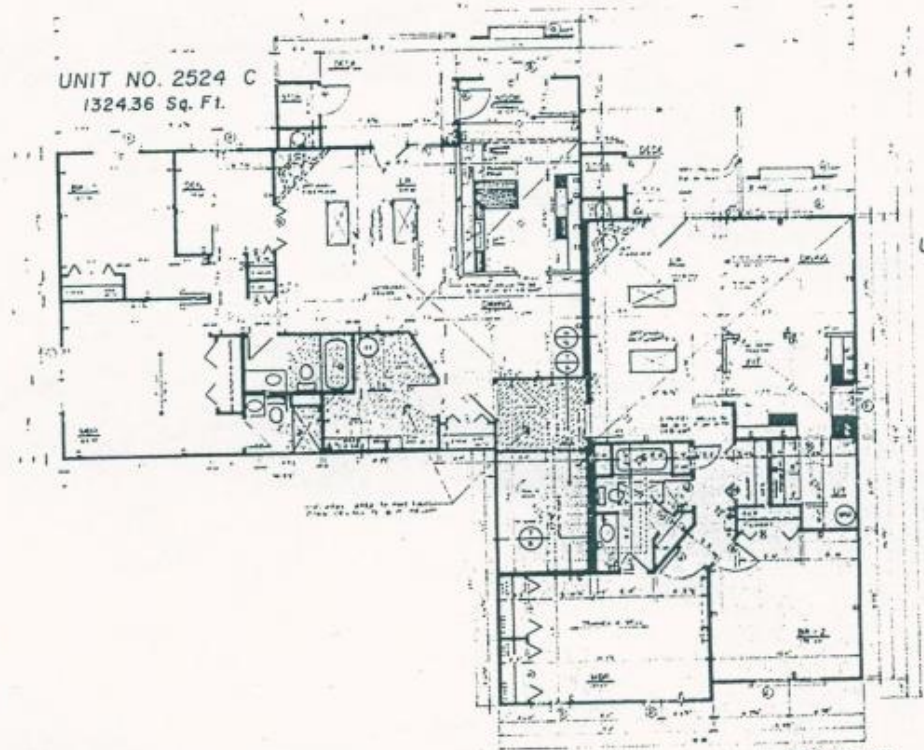
1C

THE VILLAGE AT WESTHAVEN, A CONDOMINIUM  
( EXPANSION NO. 1 PROPERTY )



UNIT NO. 2524 C  
1324.36 Sq. Ft.

UNIT NO. 2524 D  
1134.50 Sq. Ft.



DATED THIS 27th DAY OF June, 1988

Ronald A. Dercks  
WISCONSIN REGISTERED LAND SURVEYOR S-1018  
RONALD A. DERCKS

AERO-METRIC ENGINEERING, INC.  
424 NORTH MADISON STREET  
CHILTON, WISCONSIN 53014

EXHIBIT "1C"  
SHEET 18 OF 20

MEZO FLOOR PLAN  
SCALE - 1/8" = 1'-0"



PROJECT NO.	18-174-00000
DATE OF SURVEY	1988
SCALE	1/8" = 1'-0"
DIAGRAMMATIC FLOOR PLAN	
SHEET 18 OF 20	
1988	

74-

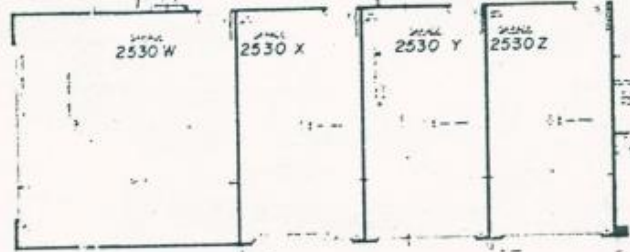
1C

THE VILLAGE AT WESTHAVEN, A CONDOMINIUM  
(EXPANSION NO. 1 PROPERTY)

UNIT NO 2530 A  
1316.56 Sq Ft

UNIT NO. 2530 B  
1008.00 Sq Ft

DATE: 10/27/24  
*Ronald J. Roche*  
REGISTERED LAND SURVEYOR S. 1615  
RONALD J. ROCHE



AFHO METRIC ENGINEERING, INC.  
511 NORTH WADSWORTH STREET  
CHICAGO, ILLINOIS 60642

EXHIBIT "1C"  
SHEET 17 OF 28



DIAGRAMATIC FLOOR PLAN	
DATE: 10/27/24	SCALE: AS SHOWN
PROJECT: THE VILLAGE AT WESTHAVEN	SHEET: 20 of 24

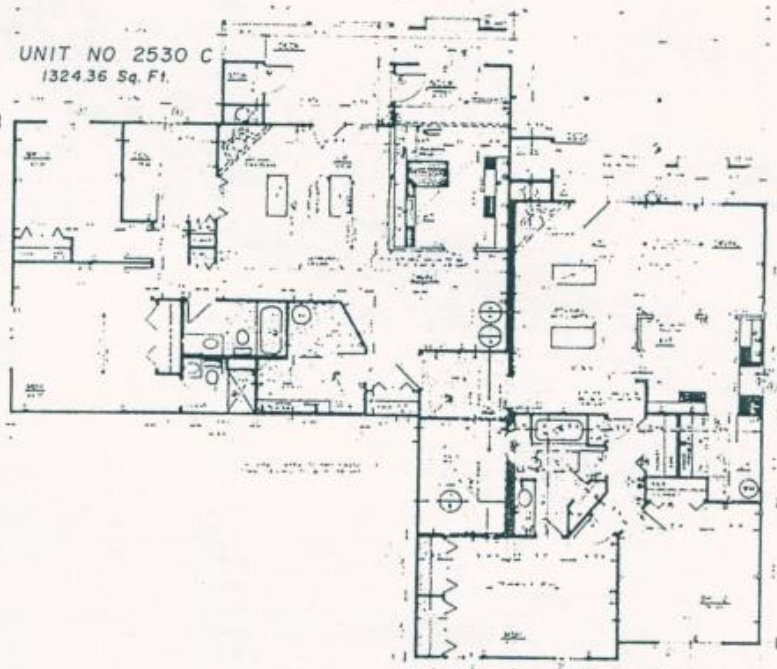
**Condo Plot 5**

1C

THE VILLAGE AT WESTHAVEN, A CONDOMINIUM  
(EXPANSION NO. 1 PROPERTY)

UNIT NO 2530 C  
1324.36 Sq. Ft.

UNIT NO. 2530 D  
1134.50 Sq. Ft.



DATED THIS 27th DAY OF June, 1985

Ronald A. Gercks  
WISCONSIN REGISTERED LAND SURVEYOR S-1616  
RONALD A. GERCKS

AERO-METRIC ENGINEERING, INC  
825 NORTH WISCONSIN STREET  
CHILTON, WISCONSIN 53007

EXHIBIT "1C"  
SHEET 18 OF 22

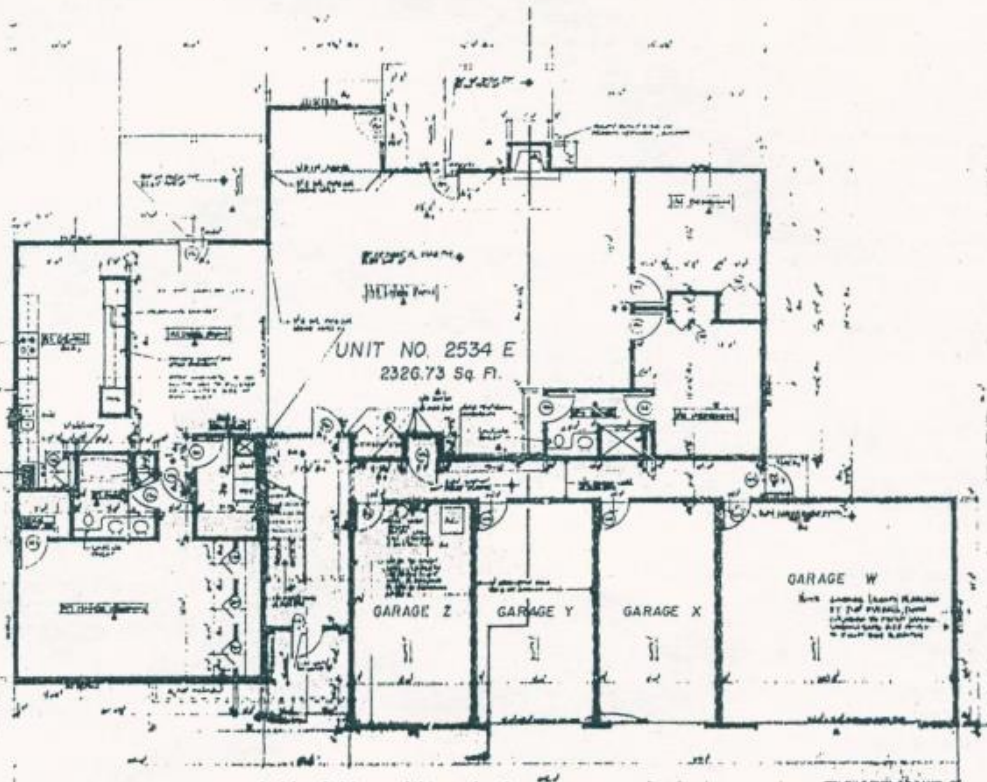
SCALE 1/8" = 1'-0"



NO. 2530 C	NO. 2530 D	DATE	2/24
DIAGRAMMATIC FLOOR PLAN		SHEET	
AEROMETRIC ENGINEERING, INC.		REGISTERED PROFESSIONAL ENGINEER	

1C

THE VILLAGE AT WESTHAVEN, A CONDOMINIUM  
( EXPANSION NO. 1 PROPERTY )



UNIT NO. 2534 E  
2326.73 Sq. Ft.

GARAGE Z

GARAGE Y

GARAGE X

GARAGE W

THE VILLAGE AT WESTHAVEN, A CONDOMINIUM  
( EXPANSION NO. 1 PROPERTY )  
UNIT NO. 2534 E  
2326.73 Sq. Ft.  
GARAGE Z  
GARAGE Y  
GARAGE X  
GARAGE W  
FIRST FLOOR PLAN  
SCALE 1/8" = 1'-0"

DATED THIS 27th DAY OF June, 1985  
*Ronald A. Dercks*  
WISCONSIN REGISTERED LAND SURVEYOR S-1615  
RONALD A. DERCKS

AERO-METRIC ENGINEERING, INC.  
339 NORTH MADISON STREET  
CHILTON, WISCONSIN 53014  
THIS INSTRUMENT DRAFTED BY RONALD A. DERCKS

FIRST FLOOR PLAN  
SCALE 1/8" = 1'-0"

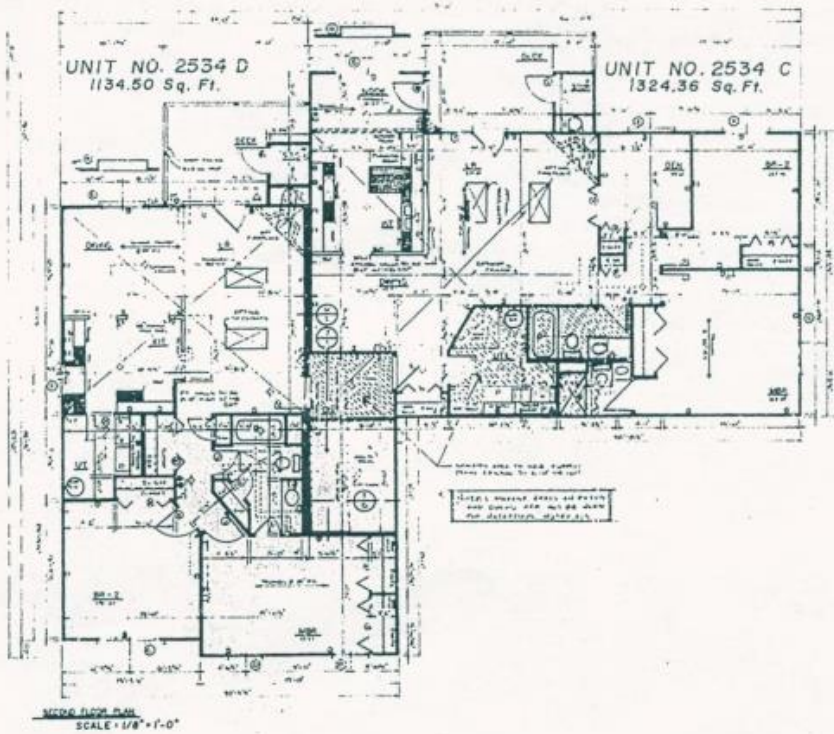
EXHIBIT "1C"  
1 SHEET OF 2

SHEET 22 of 24

-77-

1C

THE VILLAGE AT WESTHAVEN, A CONDOMINIUM  
( EXPANSION NO. 1 PROPERTY )



DATED THIS 27th DAY OF June, 1985

Ronald A. Dercks  
WISCONSIN REGISTERED LAND SURVEYOR S-1615  
RONALD A. DERCKS

MECH FLOOR PLAN  
SCALE 1/8" = 1'-0"

AERO-METRIC ENGINEERING, INC.  
339 NORTH MADISON STREET  
CHILTON, WISCONSIN 53014

EXHIBIT "1C"  
SHEET 20 OF 25



AERO-METRIC ENGINEERING, INC.		SCALE 1/8" = 1'-0"	
DIAGRAMMATIC FLOOR PLAN		SHEET 23 OF 24	
4		23 of 24	

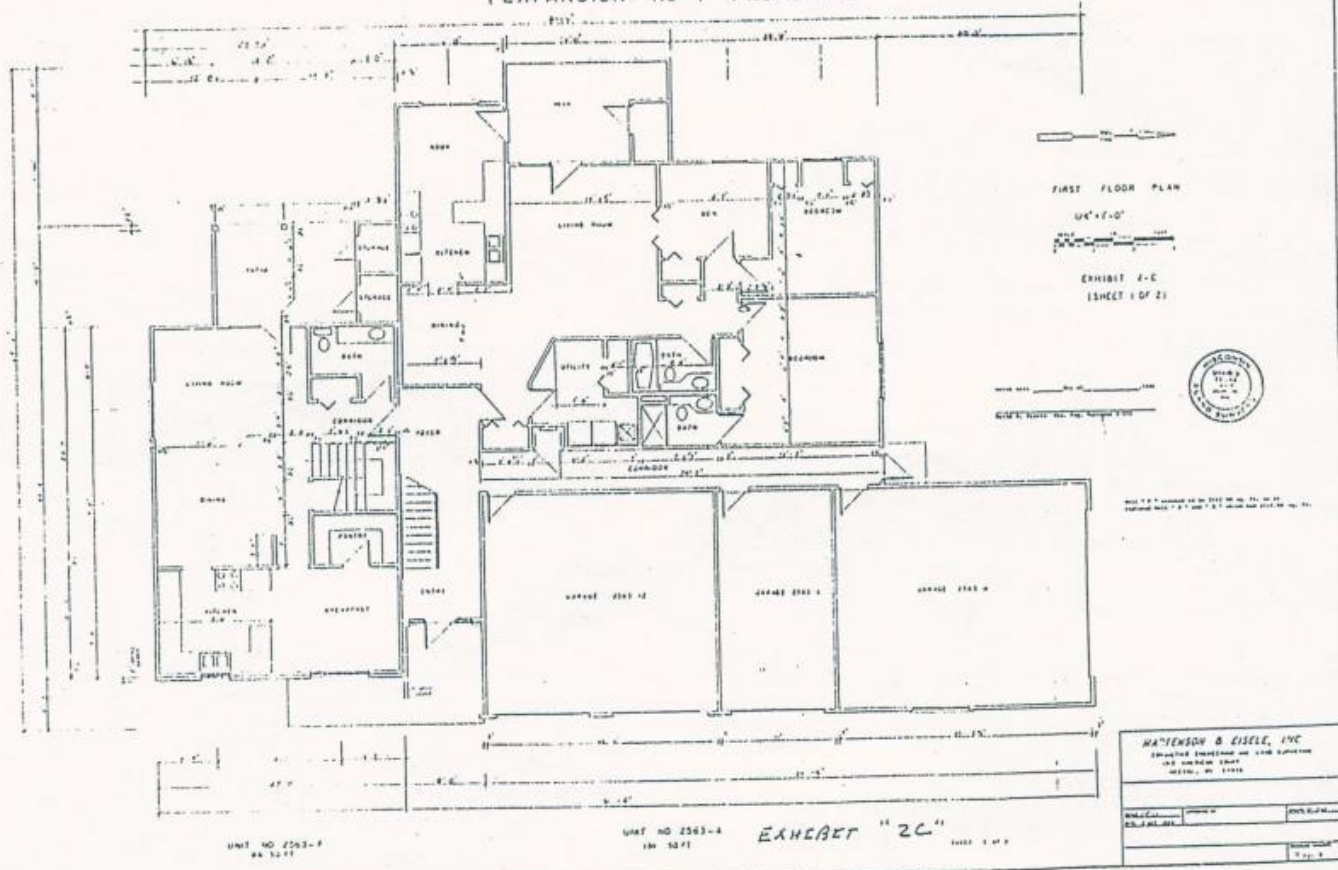
78



# EXHIBIT 2C

648319

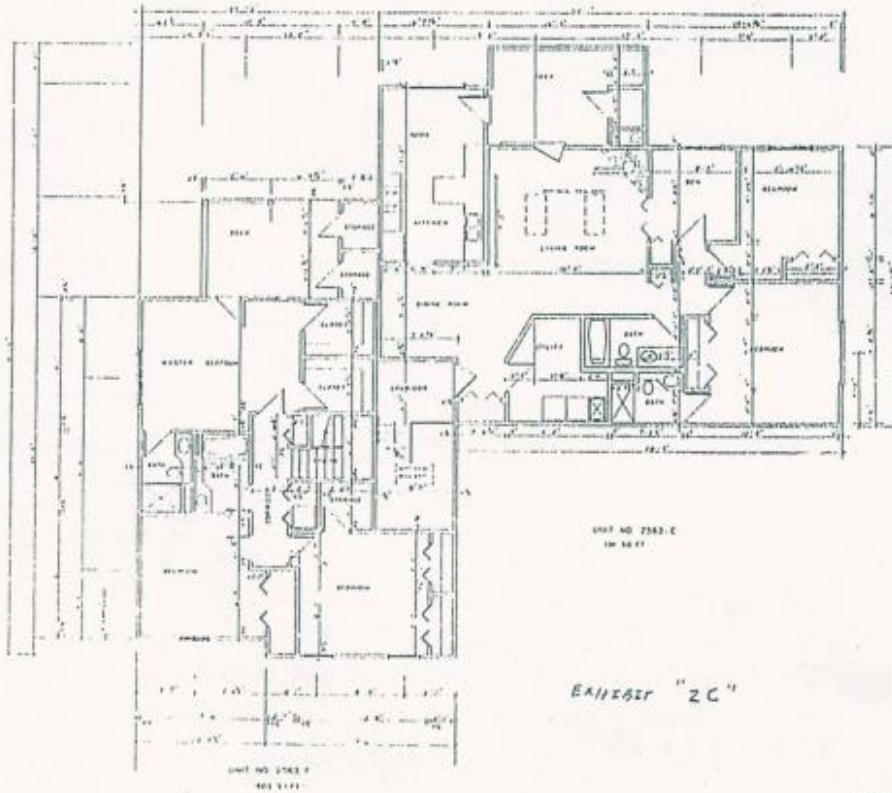
## THE VILLAGE AT WESTHAVEN, A CONDOMINIUM (EXPANSION NO 1 PROPERTY)



2C

078319

THE VILLAGE AT WESTHAVEN, A CONDOMINIUM  
(EXPANSION NO. 1 PROPERTY)



SECOND FLOOR PLAN

1/4" = 1'-0"



EXHIBIT 2-C  
(SHEET 2 OF 2)



NOT TO SCALE EXCEPT AS SHOWN OTHERWISE

EXHIBIT "2C"

HARTENSON & EISEL, INC.	
REGISTERED ENGINEERS OF LANE BRIDGES	
112 S. BROADWAY, CLEVELAND, OHIO	
PROJECT NO.	DATE
100-2563-C	11-1-58
DESIGNED BY	SCALE
W. J. EISEL	AS SHOWN
CHECKED BY	DATE
W. J. EISEL	11-1-58

# EXHIBIT 3C

H03102

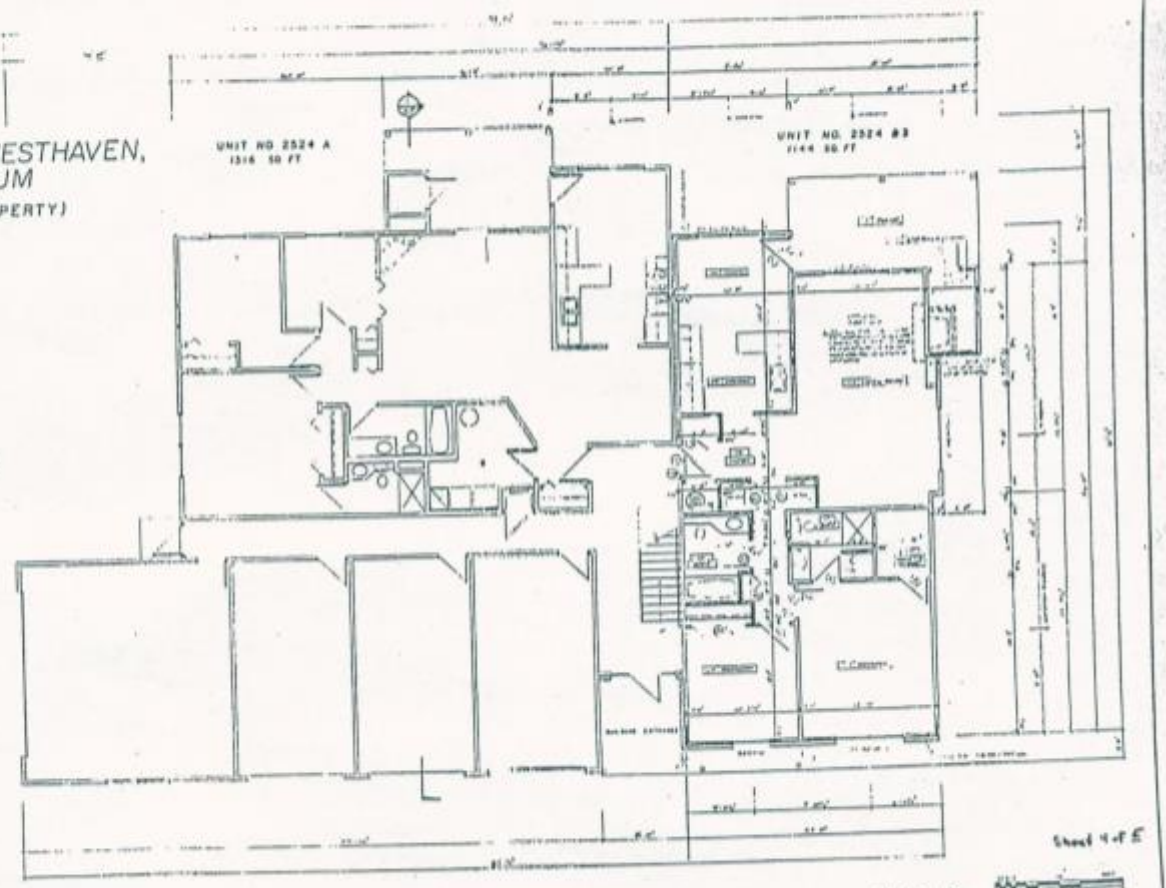
THE VILLAGE AT WESTHAVEN,  
A CONDOMINIUM  
(EXPANSION NO 1 PROPERTY)  
AMENDMENT NO 3

SCALE 1/4" = 1'-0"  
SHEET 1 OF 21

APPROVED BY THE BOARD OF DIRECTORS



DESIGNED BY  
HARTENSON & SHELF, INC.  
ARCHITECTS



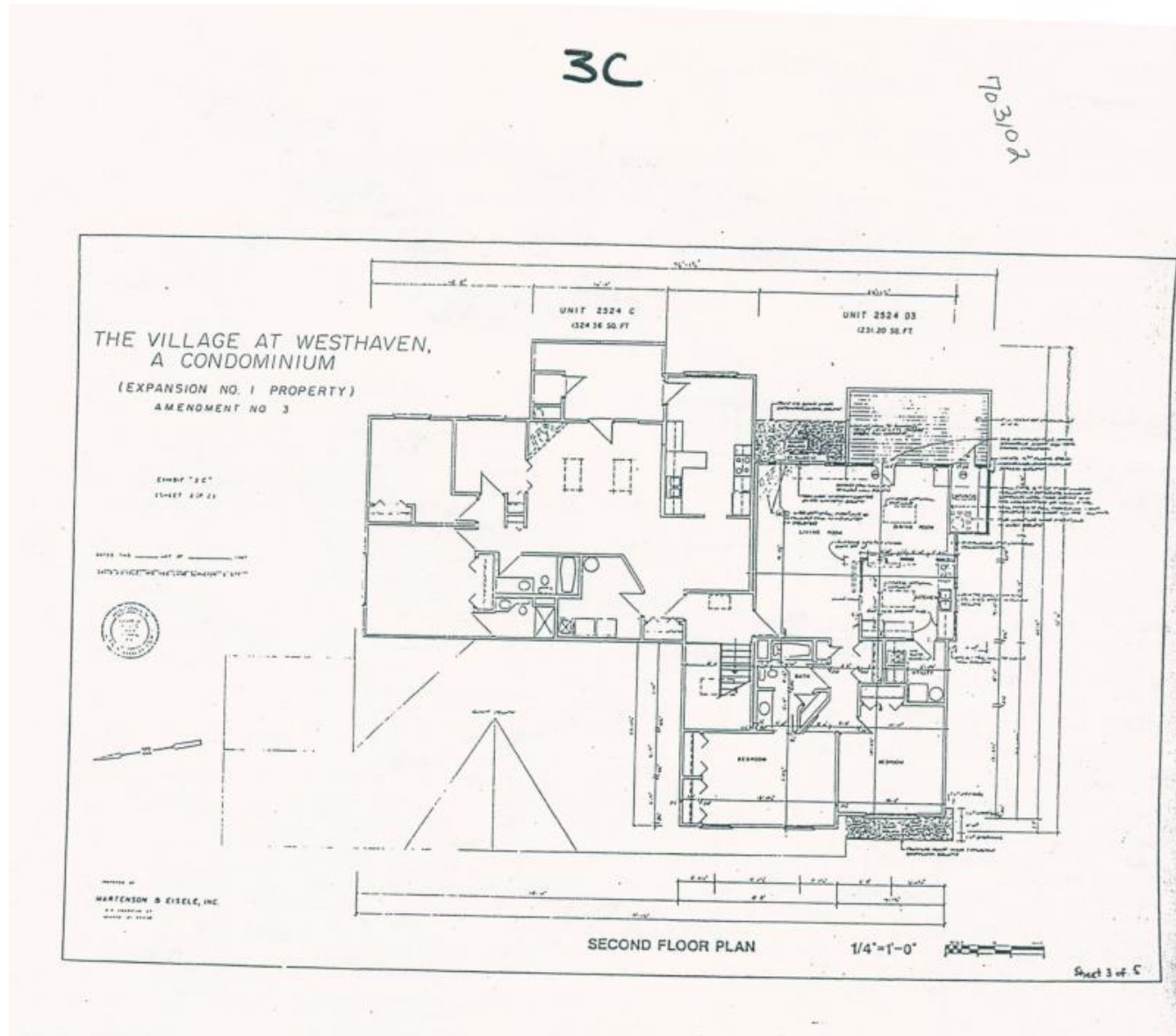
FIRST FLOOR PLAN

1/4" = 1'-0"



Sheet 1 of 21

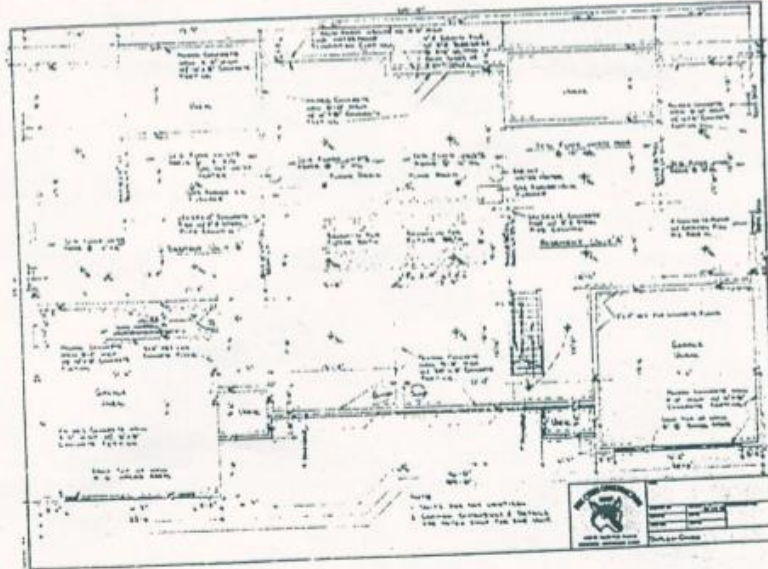
# Condo Plot 6



# EXHIBIT 4C

7/3/87

## THE VILLAGE AT WESTHAVEN, A CONDOMINIUM (EXPANSION NO. 1 PROPERTY) AMENDMENT NO. 4 TO THE DECLARATION



DATED THIS 24<sup>th</sup> DAY OF August 1987

*Steven T. Chombs*  
WISCONSIN REGISTERED LAND SURVEYOR  
STEVEN T. CHOMBS

GENO METRIC ENGINEERS INC  
1710 NORTH HANCOCK STREET  
MILWAUKEE WISCONSIN 53212

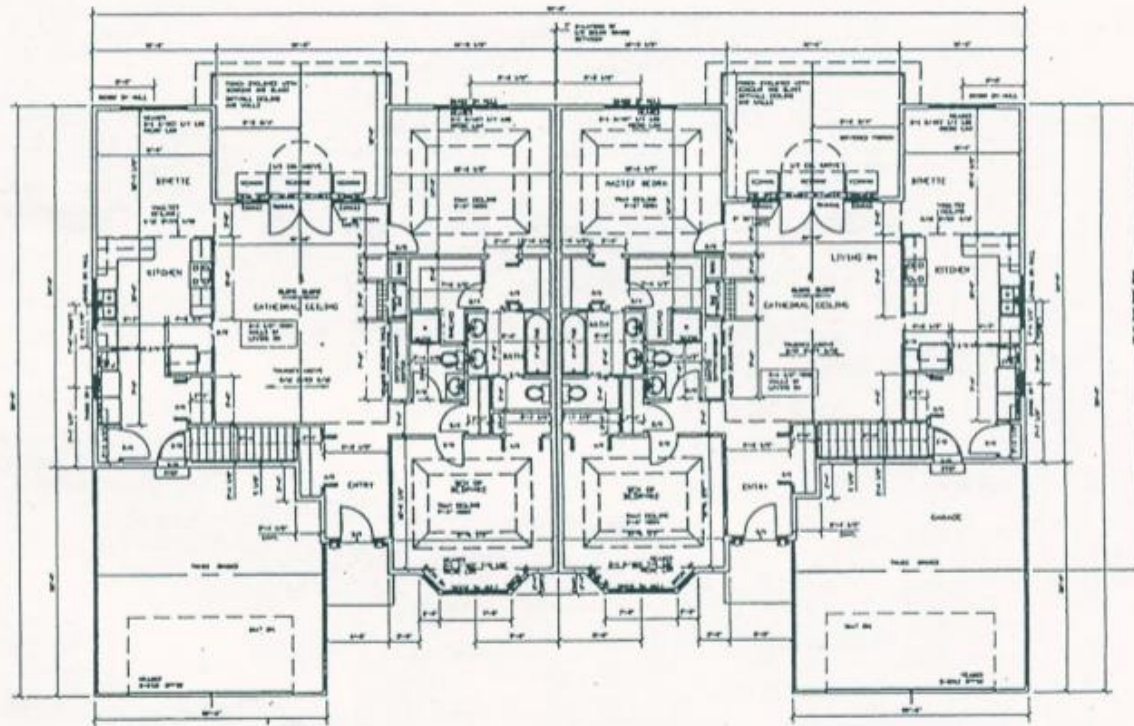
SCALE 1/4" = 1'-0"  
SHEETNO. 1 OF 4 TOTAL  
PAPER FOR ALL UNITS

EXHIBIT "4C"  
SHEET 1 OF 4

# EXHIBIT 5C

## THE VILLAGE AT WESTHAVEN, A CONDOMINIUM (EXPANSION NO. 3 PROPERTY)

TYPICAL FOR:  
UNIT NO. 2597/2595  
AND  
UNIT NO. 2589/2587  
1,656 SQ. FT.



Dated this 13th day of April, 1994.

*Lawrence C. Kinscher*  
WISCONSIN REGISTERED LAND SURVEYOR  
Lawrence C. Kinscher, S-1588

Only if the surveyor's signature is in red in this or original copy. Anything other than an original copy may contain unauthorized alterations to the original. The surveyor accepts no responsibility for non-original copies of this document.



**Aero-metric**  
ENGINEERING, INC.  
CHILTON

529 NORTH MADISON STREET  
CHILTON, WISCONSIN 53004  
614-842-7108  
800-275-5018

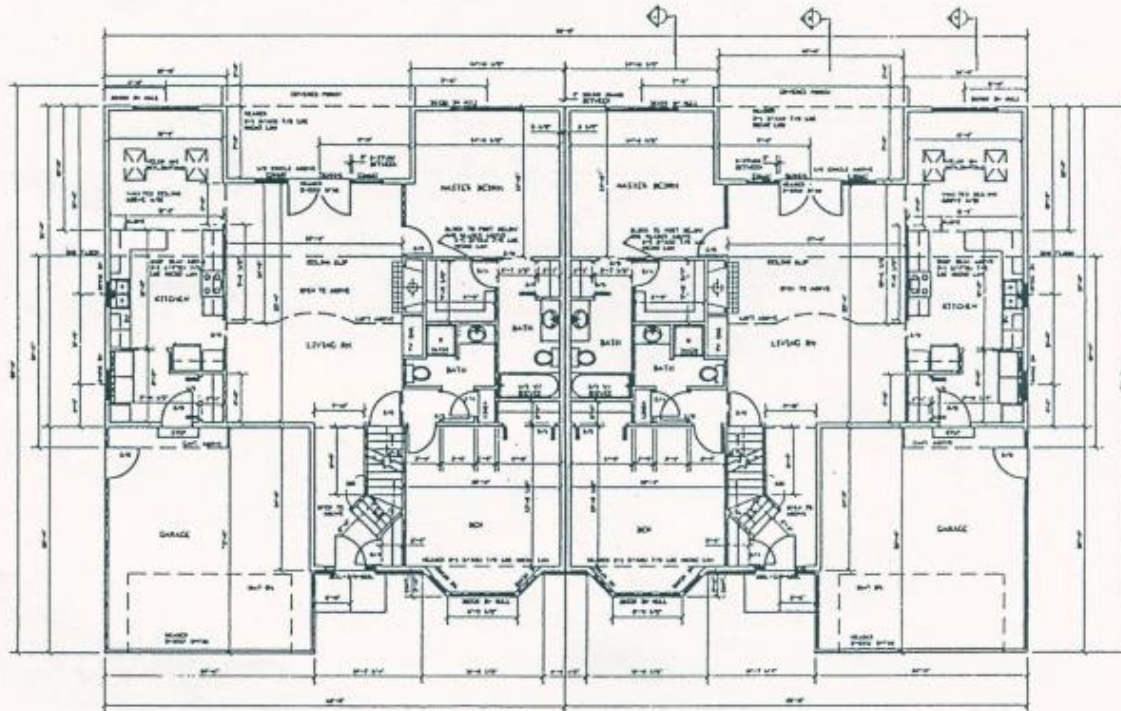
LAND PLANNING & DESIGN SERVICES  
PROPERTY SURVEYS & SUBDIVISIONS  
ENGINEERING DESIGN SERVICES  
LAND INFORMATION SYSTEMS

SHEET 2 OF 4

5C

THE VILLAGE AT WESTHAVEN, A CONDOMINIUM  
(EXPANSION NO. 3 PROPERTY)

TYPICAL FOR:  
FIRST FLOOR  
UNIT NO. 2593/2591  
1545 SQ. FT.  
7'-0"



Dated this 13th day of April, 1994.

*Lawrence C. Kirschner*  
WISCONSIN REGISTERED LAND SURVEYOR  
Lawrence C. Kirschner, S-1588

Only if the surveyor's signature is in blue ink on original copy. Anything other than an original copy may contain unauthorized alterations to the original. The surveyor accepts no responsibility for non-original copies of this document.



**Aero-metric**  
ENGINEERING, INC.  
CHILTON  
LAND PLANNING & DESIGN DIVISION  
PROPERTY SURVEYS & SUBDIVISIONS  
ENGINEERING DESIGN SERVICES  
LAND INFORMATION SYSTEMS

507 NORTH MADISON STREET  
CHILTON, WISCONSIN 53014  
414-849-7188  
800-412-5213

SHEET 3 OF 4

Scale: 1/8" = 1'-0"  
DATE: 4/13/94  
DRAWN BY: J. J. Kirschner  
CHECKED BY: L. C. Kirschner  
PROJECT NO. 2593/2591

5C

THE VILLAGE AT WESTHAVEN, A CONDOMINIUM  
(EXPANSION NO. 3 PROPERTY)

TYPICAL FOR:  
SECOND FLOOR  
UNIT NO. 2593/2591  
782 SQ. FT.



Dated this 13th day of April, 1994.

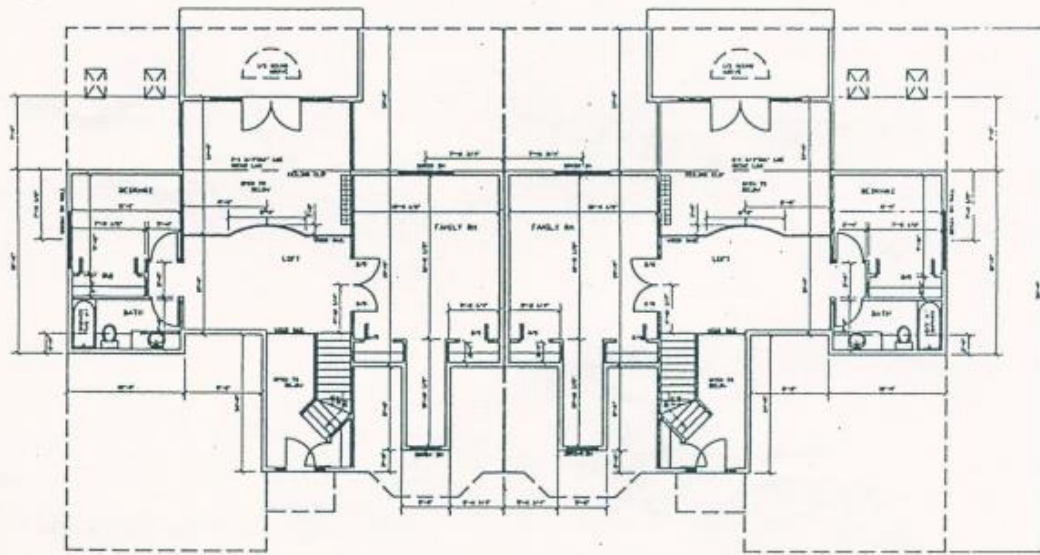
*Lawrence C. Kriescher*  
WISCONSIN REGISTERED LAND SURVEYOR  
Licensee C. Kriescher, S-1599

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**Aero-metric**  
ENGINEERING, INC.  
CHELTON  
LAND PLANNING & DESIGN DIVISION  
PROPERTY SURVEY & SUBDIVISION  
ENGINEERING DESIGN SERVICE  
LAND INFORMATION SYSTEMS

539 NORTH MADISON STREET  
CHELTON, WISCONSIN 53014  
608-419-7708  
608-412-5203



SHEET 4 OF 4

P-140