

First Amendment to Amended & Restated Declaration of  
Condominium of The Village at Westhaven  
Condominium, a Condominium

DOCUMENT NO.



8 4 7 5 6 2 2

Tx:4348652

**DOC# 1782330**

**NATALIE STROHMEYER  
REGISTER OF DEEDS  
WINNEBAGO COUNTY, WI**

**RECORDED ON:  
01/09/2019 01:46 PM  
RECORDING FEE: 30.00**

**PAGES: 28**

\*913-2091; 913-2090; 913-2119; 913-2065; 913-2072; 913-2066; 913-2112; 913-20511004;  
913-2108; 913-2074; 913-2081; 913-2077; 913-2115; 913-2071; 913-2070; 913-2083; 913-  
20511001; 913-2116; 913-2114; 913-2121; 913-2080; 913-2075; 913-2110; 913-2124; 913-  
2120; 913-2111; 913-2125; 913-2089; 913-2076; 913-2086; 913-2085; 913-2123; 913-2068;  
913-2061; 913-2118; 913-2109; 913-2069; 913-2062; 913-2117; 913-2087; 913-2063; 913-  
2064; 913-2122; 913-2088; 913-2078; 913-2073; 913-20511; 913-20511005; 913-2067;  
913-2079; 913-2084; 913-20511003; 913-2082; and 913-2051102.

Legal description attached hereto as Exhibit A.

Recording Area

NAME AND RETURN ADDRESS

ATTORNEY EMILY Z. DUNHAM  
P.O. BOX 1190  
OSHKOSH, WI 54903-1190

*Escrow*

\*  
Parcel Identification Number (PIN)

This instrument was drafted by:  
Attorney Emily Z. Dunham  
Reff Baivier Lim Muza Sundet & Dunham, S.C.  
217 Ceape Avenue  
P.O. Box 1190  
Oshkosh, WI 54903-1190  
(920) 231-8380

*280*

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

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM (hereinafter "First Amendment") is made by the undersigned being the Declarant and the owners of all of the units of The Village at Westhaven, a Wisconsin condominium (hereinafter the "Condominium") under and pursuant to Chapter 703 of the Wisconsin Statutes - The Wisconsin Condominium Ownership Act (hereinafter the "Act") and Paragraph 20 of the Amended and Restated Declaration of the Condominium (the "Declaration") recorded in the Register's Office for Winnebago County, Wisconsin on June 8, 2006 as Document No. 1400928.

1. Paragraph 7.4 shall be deleted in its entirety and replaced with the following:

**"7.4 ASSOCIATION POWERS.** The Association, through its Board of Directors, shall have all of the powers enumerated under Section 703.15(3)(a) and (b), Wis. Stats."

2. Paragraph 21 shall be deleted in its entirety and replaced with the following:

**"21. NOTICES.** All notices and other documents required to be given by this Declaration or the Bylaws of the Association shall be given to one or at least one registered owner of the unit. 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 a physical address and, if desired, an email address or other digital 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 to the physical address, having it delivered personally, emailing it, or delivering by other digital means to such address as in the file with the Secretary."

3. Paragraph 22 shall be deleted in its entirety and replaced with the following:

**"22. SERVICE OF PROCESS.** Service of process shall be made upon the President of the Association, or the current registered agent of the Association as listed with the State of Wisconsin Department of Financial Institutions ("WDFI"). The current President of the Association is Viv Goupell and the address for service is 2563 Village Lane F, 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 WDFI.

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

**TABLE OF CONTENTS**

	<u>PAGE</u>
1. <u>STATEMENT OF DECLARATION</u> .....	3
2. <u>DESCRIPTION OF DEVELOPMENT</u> .....	4
2.1 NAME .....	4
2.2 ADDRESS .....	4
2.3 EXPANDING CONDOMINIUM .....	4
2.4 DESCRIPTION OF PROPERTY .....	4
2.5 RIGHT TO EXPAND .....	6
3. <u>DESCRIPTION AND LOCATION OF BUILDINGS</u> .....	6
3.1 DESCRIPTION OF BUILDINGS .....	6
3.2 RESERVATION OF RIGHT TO CHANGE BUILDINGS .....	8
3.3 UNIT BOUNDARIES .....	8
3.4 GARAGE .....	9
3.5 GARAGES - BOUNDARIES .....	9
3.6 GARAGES - RESTRICTION OF TRANSFERABILITY .....	9
3.7 DETACHED GARAGES - OPTION TO CONSTRUCT .....	10
3.8 STORAGE ROOM .....	10
3.9 STORAGE ROOM - BOUNDARIES .....	10
4. <u>GENERAL DESCRIPTION - COMMON ELEMENTS</u> .....	10
4.1 COMMON ELEMENTS. ....	10
4.2 LIMITED COMMON ELEMENTS .....	10
4.3 PARKING SPACES. ....	11
5. <u>PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS</u> .....	11
6. <u>NUMBER AND IDENTIFICATION OF UNITS</u> .....	11
6.1 NUMBER. ....	11
6.2 IDENTIFICATION. ....	11
7. <u>ASSOCIATION OF UNIT OWNERS</u> .....	12
7.1 ASSOCIATION MEMBERSHIP. ....	12
7.2 VOTING. ....	12
7.3 ASSOCIATION PERSONNEL. ....	13
7.4 ASSOCIATION POWERS. ....	13
8. <u>REPAIRS AND MAINTENANCE.</u> .....	13
8.1 BY THE ASSOCIATION. ....	13
8.2 BY THE UNIT OWNER. ....	14
8.3 PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNERS. ..	14

8.4	ENTRY FOR REPAIRS. ....	15
9.	<u>UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS</u> .....	15
10.	<u>INSURANCE COVERAGE</u> .....	15
11.	<u>DAMAGE OR DESTRUCTION</u> .....	17
12.	<u>LIABILITY FOR COMMON EXPENSES.</u> .....	18
13.	<u>PARTITION OF COMMON ELEMENTS PROHIBITED.</u> .....	19
14.	<u>CONVEYANCE TO INCLUDE INTEREST IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS</u> .....	20
15.	<u>RESIDENTIAL PURPOSE.</u> .....	20
16.	<u>HOUSING FOR OLDER PERSONS</u> . ....	20
17.	<u>OCCUPANCY OF UNITS BY NON-OWNERS</u> . ....	21
18.	<u>EASEMENTS.</u> .....	21
19.	<u>FAILURE OF THE ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT A WAIVER</u> .....	22
20.	<u>AMENDMENTS TO DECLARATION</u> .....	22
21.	<u>NOTICES</u> .....	23
22.	<u>SERVICE OF PROCESS</u> .....	23
23.	<u>NUMBER AND GENDER</u> .....	23
24.	<u>CAPTIONS</u> .....	23
25.	<u>INTERPRETATION OF A DECLARATION</u> . ....	24
26.	<u>SEVERABILITY</u> .....	24
27.	<u>EXHIBITS</u> .....	24
28.	<u>BINDING EFFECT</u> .....	25

**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 of ten (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 ½) 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. 331.4 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 1 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 1 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 1 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. 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 load-bearing 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 1 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 1 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:

a) 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.

b) 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 THE 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

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.

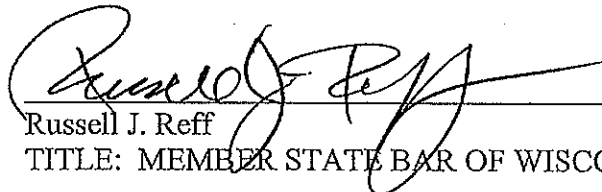
**27. EXHIBITS.** The exhibits attached to this Amended and Restated Declaration constitute all of the exhibits to this Amended and Restated Declaration, as amended to date. Any exhibit not attached to this Amended and Restated Declaration is rescinded and shall have no force or effect.

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, Mariys 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 28th 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

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.

*need everyone's signature*

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 28th 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, Birmingham & Lim, S.C.  
217 Ceape Avenue, P.O. Box 1190  
Oshkosh, WI 54903-1190

## AUTHENTICATION

Signatures of David C. Applegate, Sheila S. Applegate, Jacob A. Batterman, Roy R. Biebel, Katherine M. Biggar, Carroll M. Boeder, Terri A. Young, Helen E. Campbell, Danny G. Cartwright, Paula K. Cartwright, Ronald L. Loker, James Condor, John T. Elliott, Jeanne M. Elliott, Franz P. Gehrke, Vivian T. Goupell, Duane Goupell, Beatrice Jorgenson, Bonnie J. Kinate, Kelsey E. Kost, Ronald Kotschi, Kathleen Kotschi, Gerald W. Krueger, Kathleen Krueger, David L. Kryzaniak, Charles Larsen, Donald J. Lauterbach, Debra A. Lightner, Philip S. Lin, Julie L. Loker, Joan Wightman, Alexis Ludewig, Thomas N. Madden, Julie A. Matulle, Douglas J. Neitzel, Jean A. Neitzel, Mark B. Nelezen, Cynthia A. Nelezen, Timothy J. Paris, Judith J. Payton, Lorraine D. Peach, Lois M. Pence, Carol Ann Pick, Karen D. Powers, Carol J. Propson, James Raymond, Eileen Raymond, Joan C. Reuther, William A. Ruedinger, Karen L. Ryf, Frank Pagano, Ellen Pagano, Charlotte R. Stich, Richard W. Schmidt, Norman Sitte, Edythe Sitte, Terry A. Spaulding, Paula Steinert, Nancy S. Stroh, Paula S. Veard, Walter C. Williams, Eric B. Wilson, Marilyn M. Wilson, Henry Witzke and Wayne R. Zwickey authenticated on 4th day of January, 2019.



Emily Z. Dunham

TITLE: MEMBER STATE BAR OF WISCONSIN

This instrument was drafted by:  
Attorney Emily Z. Dunham  
Reff Baivier Lim Muza Sundet & Dunham, S.C.  
217 Ceape Avenue  
P.O. Box 1190  
Oshkosh, WI 54903-1190  
(920) 231-8380

All of provisions of the Amended and Restated Declaration not expressly modified by this First Amendment shall remain in full force and effect.

Dated at Oshkosh, Wisconsin, this 18 day of September, 2018.

UNIT 2534 E VILLAGE LANE  
DAVID C. AND SHEILA S. APPLGATE REVOCABLE TRUST

By: David C. Applegate, Trustee  
David C. Applegate, Trustee

By: Sheila S. Applegate, Trustee  
Sheila S. Applegate, Trustee

UNIT 2534 D VILLAGE LANE

Jacob A. Batterman  
Jacob A. Batterman

UNIT 2515 VILLAGE LANE

Roy R. Biebel  
Roy R. Biebel

UNIT 2504 A VILLAGE LANE

Katherine M. Biggar  
Katherine M. Biggar

UNIT 2510 D VILLAGE LANE

CARROLL M. BOEDER REVOCABLE TRUST

By: Carroll M. Boeder, Trustee By: \_\_\_\_\_, Trustee  
Carroll M. Boeder, Trustee

UNIT 2504 B VILLAGE LANE

Terri A. Young  
Terri A. Young

UNIT 2563 A VILLAGE LANE

Helen E. Campbell

Helen E. Campbell

UNIT 2595 VILLAGE LANE

DANNY G. AND PAULA K. CARTWRIGHT IRREVOCABLE TRUST

By: Danny G. Cartwright  
Danny G. Cartwright, Trustee

By: Paula K. Cartwright  
Paula K. Cartwright, Trustee

UNIT 2553 A VILLAGE LANE

Ronald L. Loker

Ronald L. Loker

UNIT 2514 B VILLAGE LANE

James Condor

James Condor

Caley Leinweber

Leinweber

UNIT 2524 A VILLAGE LANE

JOHN T. ELLIOTT REVOCABLE TRUST

By: John T. Elliott  
John T. Elliott, Trustee  
9/18/18

By: Jeanne M. Elliott  
Jeanne M. Elliott, Trustee  
9-18-18

UNIT 2520 A VILLAGE LANE

ESTATE OF JEAN GEHRKE

By: \_\_\_\_\_  
Franz P. Gehrke, Personal Representative

UNIT 2520 A VILLAGE LANE  
ESTATE OF JEAN GEHRKE

By: Franz P. Gehrke  
Franz P. Gehrke, Personal Representative

UNIT 2563 F VILLAGE LANE

Vivian T. Goupell  
Vivian T. Goupell

Duane Goupell  
Duane Goupell

UNIT 2510 C VILLAGE LANE

Beatrice Jorgensen  
Beatrice Jorgensen

\_\_\_\_\_

UNIT 2510 B VILLAGE LANE

BONNIE J. KINATE REVOCABLE TRUST

By: Bonnie J. Kinate  
Bonnie J. Kinate, Trustee

By: \_\_\_\_\_  
\_\_\_\_\_, Trustee

UNIT 2524 C VILLAGE LANE

Kelsey E. Kost  
Kelsey E. Kost

\_\_\_\_\_

UNIT 2589 VILLAGE LANE

KOTSCHI REVOCABLE TRUST

By: Ronald Kotschi  
Ronald Kotschi, Trustee

By: Kathleen Kotschi  
Kathleen Kotschi, Trustee

UNIT 2503 VILLAGE LANE

Gerald W. Krueger  
Gerald W. Krueger

Kathleen A. Krueger  
Kathleen Krueger

UNIT 2563 C VILLAGE LANE

David L. Krizanlak  
David L. Krizanlak

\_\_\_\_\_

UNIT 2525 VILLAGE LANE  
JEAN M. KWATERSKI REVOCABLE TRUST

By: \_\_\_\_\_  
Jean M. Kwaterski, Trustee

By: \_\_\_\_\_  
\_\_\_\_\_, Trustee

UNIT 2520 D VILLAGE LANE  
LARSEN FAMILY IRREVOCABLE TRUST

By: Charles W. Larsen  
Charles Larsen, Trustee

By: \_\_\_\_\_  
Diane Larsen, Trustee

UNIT 2514 C VILLAGE LANE

Donald J. Lauterbach  
Donald J. Lauterbach

\_\_\_\_\_

UNIT 2553 C VILLAGE LANE

Debra A. Lightner  
Debra A. Lightner

\_\_\_\_\_

UNIT 2543 VILLAGE LANE

Philip S. Igh  
Philip S. Igh

\_\_\_\_\_

UNIT 2523 VILLAGE LANE

Julie L. Loker  
Julie L. Loker

\_\_\_\_\_

UNIT 2553 D VILLAGE LANE

Joan Wightman  
Joan Wightman

\_\_\_\_\_

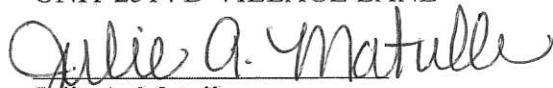
UNIT 2545 VILLAGE LANE

\_\_\_\_\_  
Lois P. Ludewig

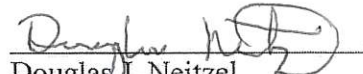
UNIT 2534 C VILLAGE LANE

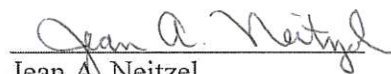
\_\_\_\_\_  
  
Thomas N. Madden

UNIT 2514 D VILLAGE LANE

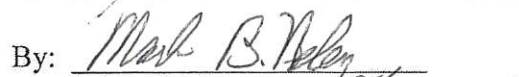
\_\_\_\_\_  
  
Julie A. Matulle


UNIT 2530 B VILLAGE LANE

\_\_\_\_\_  
  
Douglas J. Neitzel


\_\_\_\_\_  
  
Jean A. Neitzel

UNIT 2530 A VILLAGE LANE  
MARK B. AND CYNTHIA A. NELEZEN TRUST

By:   
Mark B. Nelezen, Trustee (Trustee)

By:   
Cynthia A. Nelezen, Trustee (Trustee)

UNIT 2535 VILLAGE LANE

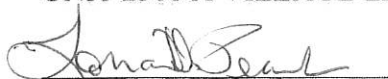
\_\_\_\_\_  
  
Timothy J. Paris

\_\_\_\_\_  
Deanna Paris

UNIT 2504 D VILLAGE LANE

\_\_\_\_\_  
  
Judith J. Payton

UNIT 2500 A VILLAGE LANE

\_\_\_\_\_  
  
Lorraine D. Peach

UNIT 2545 VILLAGE LANE

A handwritten signature in cursive script, appearing to read "Alexis Ludewig".

Alexis Ludewig, POA for Lois P. Ludewig

See attached Exhibit B.

UNIT 2513 VILLAGE LANE  
LOIS M. PENCE REVOCABLE TRUST

By: Lois M. Pence  
Lois M. Pence, Trustee

By: \_\_\_\_\_  
\_\_\_\_\_, Trustee

UNIT 2553 B VILLAGE LANE

Carol Ann Pick  
Carol Ann Pick

\_\_\_\_\_

UNIT 2510 A VILLAGE LANE

Karen D. Powers  
Karen D. Powers

\_\_\_\_\_

UNIT 2500 B VILLAGE LANE

Carol J. Propson  
Carol J. Propson

\_\_\_\_\_

UNIT 2505 VILLAGE LANE

James Raymond  
James Raymond

Eileen Raymond  
Eileen Raymond

UNIT 2530 C VILLAGE LANE

Joan C. Reuther  
Joan C. Reuther

\_\_\_\_\_

UNIT 2500 C VILLAGE LANE

William A. Ruedinger  
William A. Ruedinger

\_\_\_\_\_

UNIT 2500 D VILLAGE LANE

Karen L. Ryf  
Karen L. Ryf

UNIT 2533 VILLAGE LANE

Frank Pagano  
Frank Pagano

Ellen Pagano  
Ellen Pagano

Charlotte R. Stich  
Charlotte R. Stich

UNIT 2530 D VILLAGE LANE

Richard W. Schmidt  
Richard W. Schmidt

UNIT 2520 B VILLAGE LANE

Norman Sitte  
Norman Sitte

Edythe Sitte  
Edythe Sitte

UNIT 2514 A VILLAGE LANE

Terry Spaulding  
Terry A. Spaulding

UNIT 2587 VILLAGE LANE

Marian E. Stone

UNIT 2597 VILLAGE LANE

5-10-14 Deceased  
Edward J. Steinert, Jr.

Paula Steinert  
Paula Steinert

UNIT 2504 C VILLAGE LANE

Nancy S. Stroh  
Nancy S. Stroh

UNIT 2520 C VILLAGE LANE

Paula S. Veard  
Paula S. Veard

UNIT 2524 D3 VILLAGE LANE

Walter C. Williams  
Walter C. Williams

UNIT 2598 VILLAGE LANE

Eric B. Wilson  
Eric B. Wilson

Marilyn M. Wilson  
Marilyn M. Wilson

UNIT 2524 B VILLAGE LANE

Henry Witzke  
Henry Witzke

UNIT 2591 VILLAGE LANE

WAYNE R. AND DORIS P. ZWICKEY REVOCABLE TRUST

By: Wayne R. Zwickey, Survivor  
Wayne R. Zwickey, Trustee

Doris P. Zwickey, Trustee  
Doris P. Zwickey, Trustee

CONSENT BY MORTGAGEE

Fox Valley Savings Bank [NAME OF LENDER], being the owner and holder of certain mortgages encumbering the real estate described as follows:

Unit D of Building 2504 together with said unit's undivided interest in the common elements and the exclusive use of the limited common elements appurtenant to said unit, all in THE VILLAGE AT WESTHAVEN, A CONDOMINIUM, a condominium declared and existing under the Condominium Ownership Act of the State of Wisconsin and as evidenced by a Declaration of Condominium recorded in the Office of the Register of Deeds for Winnebago County, Wisconsin on December 27, 1984 as Document No. 623855, and as amended by First Amendment to Declaration recorded on July 25, 1985 as Document No. 634398, and as amended by Second Amendment to Declaration recorded on April 24, 1987 as Document No. 678319, and as amended by Third Amendment to Declaration recorded on June 15, 1988 as Document No. 703102, and as amended by Fourth Amendment to Declaration recorded on October 18, 1989 as Document No. 731879, and as amended by Fifth Amendment to Declaration recorded on January 26, 1996 as Document No. 925508, and by Affidavit of Correction to Declaration recorded on July 30, 1996 as Document No. 944078, and as amended by Amended and Restated Declaration of Condominium recorded on June 8, 2006 as Document No. 1400928, said condominium being located in the City of Oshkosh, Winnebago County, Wisconsin on the real estate described in said Amended and Restated Declaration and incorporated herein by this reference thereto.

hereby consents to and approves the foregoing First Amendment to Amended and Restated Declaration of Condominium of The Village at Westhaven, a Condominium and agrees that said real estate shall be subject to such First Amendment.

Dated this 11th day of October, 2018.

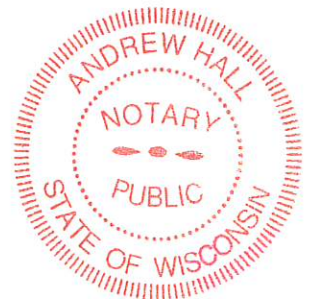
By: Christine M. Serres Christine M. Serres  
Signature Printed Name

Title Assistant Vice President Retail Underwriter

STATE OF WISCONSIN     )  
  )SS  
~~WINNEBAGO COUNTY~~     )  
Fond du Lac County

Personally came before me this 11th day of October, 2018 the above-named Christine M Serres and \_\_\_\_\_, as officers, of Fox Valley Saving Bank acknowledge that they executed the foregoing First Amendment to Amended and Restated Declaration of Condominium as such officers as the deed of said corporation and by its authority.

Andrew Hall  
Andrew Hall, Notary Public  
Fond du Lac County, Wisconsin  
My commission expires: 03/05/2021.



This instrument was drafted by:  
Attorney Emily Z. Dunham

LOR. PEACH

CONSENT BY MORTGAGEE

VERVE CREDIT UNION [NAME OF LENDER], being the owner and holder of certain mortgages encumbering the real estate described as follows:

Unit A of Building 2500 together with said unit's undivided interest in the common elements and the exclusive use of the limited common elements appurtenant to said unit, all in THE VILLAGE AT WESTHAVEN, A CONDOMINIUM, a condominium declared and existing under the Condominium Ownership Act of the State of Wisconsin and as evidenced by a Declaration of Condominium recorded in the Office of the Register of Deeds for Winnebago County, Wisconsin on December 27, 1984 as Document No. 623855, and as amended by First Amendment to Declaration recorded on July 25, 1985 as Document No. 634398, and as amended by Second Amendment to Declaration recorded on April 24, 1987 as Document No. 678319, and as amended by Third Amendment to Declaration recorded on June 15, 1988 as Document No. 703102, and as amended by Fourth Amendment to Declaration recorded on October 18, 1989 as Document No. 731879, and as amended by Fifth Amendment to Declaration recorded on January 26, 1996 as Document No. 925508, and by Affidavit of Correction to Declaration recorded on July 30, 1996 as Document No. 944078, and as amended by Amended and Restated Declaration of Condominium recorded on June 8, 2006 as Document No. 1400928, said condominium being located in the City of Oshkosh, Winnebago County, Wisconsin on the real estate described in said Amended and Restated Declaration and incorporated herein by this reference thereto.

hereby consents to and approves the foregoing First Amendment to Amended and Restated Declaration of Condominium of The Village at Westhaven, a Condominium and agrees that said real estate shall be subject to such First Amendment.

Dated this 18 day of SEPTEMBER, 2018.

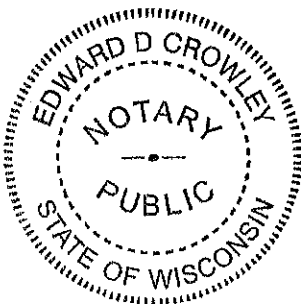
By: Todd A. Slagter Todd A. Slagter  
Signature Printed Name  
VP- Legal & Risk Management  
Title

STATE OF WISCONSIN )  
WINNEBAGO COUNTY )

Personally came before me this 6<sup>th</sup> day of November, 2018 the above-named Todd A. Slagter and \_\_\_\_\_, as officers of Verve Credit Union and acknowledge that they executed the foregoing First Amendment to Amended and Restated Declaration of Condominium as such officers as the deed of said corporation and by its authority.

Edward D. Crowley  
Notary Public  
Winnebago County, Wisconsin  
My commission expires: 10/26/2021

This instrument was drafted by:  
Attorney Emily-Z. Dunham



CONSENT BY MORTGAGEE

VERVE A CREDIT UNION [NAME OF LENDER], being the owner and holder of certain mortgages encumbering the real estate described as follows:

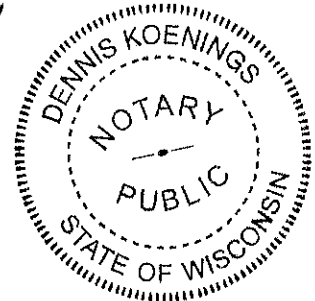
Unit B of Building 2500 together with said unit's undivided interest in the common elements and the exclusive use of the limited common elements appurtenant to said unit, all in THE VILLAGE AT WESTHAVEN, A CONDOMINIUM, a condominium declared and existing under the Condominium Ownership Act of the State of Wisconsin and as evidenced by a Declaration of Condominium recorded in the Office of the Register of Deeds for Winnebago County, Wisconsin on December 27, 1984 as Document No. 623855, and as amended by First Amendment to Declaration recorded on July 25, 1985 as Document No. 634398, and as amended by Second Amendment to Declaration recorded on April 24, 1987 as Document No. 678319, and as amended by Third Amendment to Declaration recorded on June 15, 1988 as Document No. 703102, and as amended by Fourth Amendment to Declaration recorded on October 18, 1989 as Document No. 731879, and as amended by Fifth Amendment to Declaration recorded on January 26, 1996 as Document No. 925508, and by Affidavit of Correction to Declaration recorded on July 30, 1996 as Document No. 944078, and as amended by Amended and Restated Declaration of Condominium recorded on June 8, 2006 as Document No. 1400928, said condominium being located in the City of Oshkosh, Winnebago County, Wisconsin on the real estate described in said Amended and Restated Declaration and incorporated herein by this reference thereto.

hereby consents to and approves the foregoing First Amendment to Amended and Restated Declaration of Condominium of The Village at Westhaven, a Condominium and agrees that said real estate shall be subject to such First Amendment.

Dated this 18 day of SEPTEMBER, 2018.

By: [Signature] JEFFREY J HANNERTHAIN  
Signature Printed Name  
ALP MORTGAGE OPERATIONS  
Title

STATE OF WISCONSIN )  
 )SS  
WINNEBAGO COUNTY )



Personally came before me this 3rd day of October, 2018 the above-named Jeff Hannertthain and [Signature], as officers, of Verve, a Credit Union and acknowledge that they executed the foregoing First Amendment to Amended and Restated Declaration of Condominium as such officers as the deed of said corporation and by its authority.

[Signature]  
Dennis Koenigs, Notary Public  
Winnebago County, Wisconsin  
My commission expires: 10/3/2020

This instrument was drafted by:  
Attorney Emily Z. Dunham

Powers

CONSENT BY MORTGAGEE

Associated Bank [NAME OF LENDER], being the owner and holder of certain mortgages encumbering the real estate described as follows:

Unit A of Building 2510 together with said unit's undivided interest in the common elements and the exclusive use of the limited common elements appurtenant to said unit, all in THE VILLAGE AT WESTHAVEN, A CONDOMINIUM, a condominium declared and existing under the Condominium Ownership Act of the State of Wisconsin and as evidenced by a Declaration of Condominium recorded in the Office of the Register of Deeds for Winnebago County, Wisconsin on December 27, 1984 as Document No. 623855, and as amended by First Amendment to Declaration recorded on July 25, 1985 as Document No. 634398, and as amended by Second Amendment to Declaration recorded on April 24, 1987 as Document No. 678319, and as amended by Third Amendment to Declaration recorded on June 15, 1988 as Document No. 703102, and as amended by Fourth Amendment to Declaration recorded on October 18, 1989 as Document No. 731879, and as amended by Fifth Amendment to Declaration recorded on January 26, 1996 as Document No. 925508, and by Affidavit of Correction to Declaration recorded on July 30, 1996 as Document No. 944078, and as amended by Amended and Restated Declaration of Condominium recorded on June 8, 2006 as Document No. 1400928, said condominium being located in the City of Oshkosh, Winnebago County, Wisconsin on the real estate described in said Amended and Restated Declaration and incorporated herein by this reference thereto.

hereby consents to and approves the foregoing First Amendment to Amended and Restated Declaration of Condominium of The Village at Westhaven, a Condominium and agrees that said real estate shall be subject to such First Amendment.

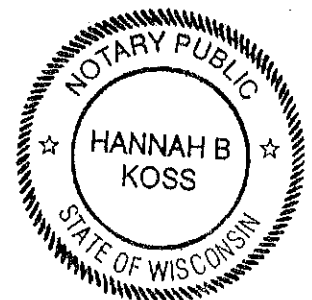
Dated this 17 day of December, 2018.

By: Marsha Christygh Marsha Christygh  
Signature Printed Name  
Loan Servicing Manager  
Title

STATE OF WISCONSIN     )  
  )SS  
WINNEBAGO COUNTY     )

Personally came before me this 17<sup>th</sup> day of December, 2018 the above-named Marsha Christygh and \_\_\_\_\_, as officers, of Associated Bank NA, and acknowledge that they executed the foregoing First Amendment to Amended and Restated Declaration of Condominium as such officers as the deed of said corporation and by its authority.

Hannah B Koss  
Hannah B Koss, Notary Public  
Portage County, Wisconsin  
My commission expires: 8/13/2019



This instrument was drafted by:  
Attorney Emily Z. Dunham

CONSENT BY MORTGAGEE

National Exchange Bank + Trust [NAME OF LENDER], being the owner and holder of certain mortgages encumbering the real estate described as follows:

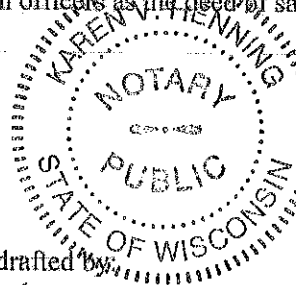
Unit D of Building 2534 together with said unit's undivided interest in the common elements and the exclusive use of the limited common elements appurtenant to said unit, all in THE VILLAGE AT WESTHAVEN, A CONDOMINIUM, a condominium declared and existing under the Condominium Ownership Act of the State of Wisconsin and as evidenced by a Declaration of Condominium recorded in the Office of the Register of Deeds for Winnebago County, Wisconsin on December 27, 1984 as Document No. 623855, and as amended by First Amendment to Declaration recorded on July 25, 1985 as Document No. 634398, and as amended by Second Amendment to Declaration recorded on April 24, 1987 as Document No. 678319, and as amended by Third Amendment to Declaration recorded on June 15, 1988 as Document No. 703102, and as amended by Fourth Amendment to Declaration recorded on October 18, 1989 as Document No. 731879, and as amended by Fifth Amendment to Declaration recorded on January 26, 1996 as Document No. 925508, and by Affidavit of Correction to Declaration recorded on July 30, 1996 as Document No. 944078, and as amended by Amended and Restated Declaration of Condominium recorded on June 8, 2006 as Document No. 1400928, said condominium being located in the City of Oshkosh, Winnebago County, Wisconsin on the real estate described in said Amended and Restated Declaration and incorporated herein by this reference thereto.

hereby consents to and approves the foregoing First Amendment to Amended and Restated Declaration of Condominium of The Village at Westhaven, a Condominium and agrees that said real estate shall be subject to such First Amendment.

(Dated this 23rd day of October, 2018.)  
 By: [Signature] Lisa Ann Mader  
 Signature Printed Name  
Vice President  
 Title

STATE OF WISCONSIN )  
 )SS  
 WINNEBAGO COUNTY )

Personally came before me this 23rd day of Oct., 2018 the above-named LISA A. MADER, as officers, of NATIONAL EXCHANGE BANK AND TRUST, and acknowledge that they executed the foregoing First Amendment to Amended and Restated Declaration of Condominium as such officers as the deed of said corporation and by its authority.



Karen V. Henning  
 Karen V. Henning Public  
 State of Wisconsin  
 My commission expires: 8-30-19

This instrument was drafted by  
 Attorney Emily Z. Dunham

CONSENT BY MORTGAGEE

Winnebago Community CU [NAME OF LENDER], being the owner and holder of certain mortgages encumbering the real estate described as follows:

Unit — of Building 2535 together with said unit's undivided interest in the common elements and the exclusive use of the limited common elements appurtenant to said unit, all in THE VILLAGE AT WESTHAVEN, A CONDOMINIUM, a condominium declared and existing under the Condominium Ownership Act of the State of Wisconsin and as evidenced by a Declaration of Condominium recorded in the Office of the Register of Deeds for Winnebago County, Wisconsin on December 27, 1984 as Document No. 623855, and as amended by First Amendment to Declaration recorded on July 25, 1985 as Document No. 634398, and as amended by Second Amendment to Declaration recorded on April 24, 1987 as Document No. 678319, and as amended by Third Amendment to Declaration recorded on June 15, 1988 as Document No. 703102, and as amended by Fourth Amendment to Declaration recorded on October 18, 1989 as Document No. 731879, and as amended by Fifth Amendment to Declaration recorded on January 26, 1996 as Document No. 925508, and by Affidavit of Correction to Declaration recorded on July 30, 1996 as Document No. 944078, and as amended by Amended and Restated Declaration of Condominium recorded on June 8, 2006 as Document No. 1400928, said condominium being located in the City of Oshkosh, Winnebago County, Wisconsin on the real estate described in said Amended and Restated Declaration and incorporated herein by this reference thereto.

hereby consents to and approves the foregoing First Amendment to Amended and Restated Declaration of Condominium of The Village at Westhaven, a Condominium and agrees that said real estate shall be subject to such First Amendment.

Dated this 27<sup>th</sup> day of Sept., 2018.

By: Paul Moutis Paul Moutis  
Signature Printed Name  
Manager  
Title

STATE OF WISCONSIN     )  
  )SS  
WINNEBAGO COUNTY     )

Personally came before me this 27<sup>th</sup> day of Sept., 2018 the above-named Paul Moutis and —, as officers, of Winnebago Community CU, and acknowledge that they executed the foregoing First Amendment to Amended and Restated Declaration of Condominium as such officers as the deed of said corporation and by its authority.

Shelley Fairbanks  
Shelley M. Fairbanks Notary Public  
Winnebago County, Wisconsin  
My commission expires: 5-7-19



This instrument was drafted by:  
Attorney Emily Z. Dunham

CONSENT BY MORTGAGEE

Choice Bank [NAME OF LENDER], being the owner and holder of certain mortgages encumbering the real estate described as follows:

Unit D of Building 2553 together with said unit's undivided interest in the common elements and the exclusive use of the limited common elements appurtenant to said unit, all in THE VILLAGE AT WESTHAVEN, A CONDOMINIUM, a condominium declared and existing under the Condominium Ownership Act of the State of Wisconsin and as evidenced by a Declaration of Condominium recorded in the Office of the Register of Deeds for Winnebago County, Wisconsin on December 27, 1984 as Document No. 623855, and as amended by First Amendment to Declaration recorded on July 25, 1985 as Document No. 634398, and as amended by Second Amendment to Declaration recorded on April 24, 1987 as Document No. 678319, and as amended by Third Amendment to Declaration recorded on June 15, 1988 as Document No. 703102, and as amended by Fourth Amendment to Declaration recorded on October 18, 1989 as Document No. 731879, and as amended by Fifth Amendment to Declaration recorded on January 26, 1996 as Document No. 925508, and by Affidavit of Correction to Declaration recorded on July 30, 1996 as Document No. 944078, and as amended by Amended and Restated Declaration of Condominium recorded on June 8, 2006 as Document No. 1400928, said condominium being located in the City of Oshkosh, Winnebago County, Wisconsin on the real estate described in said Amended and Restated Declaration and incorporated herein by this reference thereto.

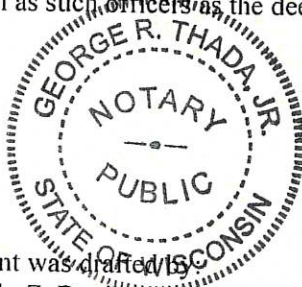
hereby consents to and approves the foregoing First Amendment to Amended and Restated Declaration of Condominium of The Village at Westhaven, a Condominium and agrees that said real estate shall be subject to such First Amendment.

Dated this 21 day of December, 2018.

By: [Signature] Chad Miller  
Signature Printed Name  
VP Mortgage Lending  
Title

STATE OF WISCONSIN )  
 )SS  
WINNEBAGO COUNTY )

Personally came before me this 21<sup>st</sup> day of December, 2018 the above-named Chad Miller and \_\_\_\_\_, as officers, of Choice Bank, and acknowledge that they executed the foregoing First Amendment to Amended and Restated Declaration of Condominium as such officers as the deed of said corporation and by its authority.



George R. Thada Jr.  
\_\_\_\_\_, Notary Public  
Winnebago County, Wisconsin  
My commission expires: 7-31-21.

This instrument was drafted by  
Attorney Emily Z. Dunham

Cartwright

CONSENT BY MORTGAGEE

VERVE A CREDIT UNION [NAME OF LENDER], being the owner and holder of certain mortgages encumbering the real estate described as follows:

Unit 2595 of Building \_\_\_\_\_ together with said unit's undivided interest in the common elements and the exclusive use of the limited common elements appurtenant to said unit, all in THE VILLAGE AT WESTHAVEN, A CONDOMINIUM, a condominium declared and existing under the Condominium Ownership Act of the State of Wisconsin and as evidenced by a Declaration of Condominium recorded in the Office of the Register of Deeds for Winnebago County, Wisconsin on December 27, 1984 as Document No. 623855, and as amended by First Amendment to Declaration recorded on July 25, 1985 as Document No. 634398, and as amended by Second Amendment to Declaration recorded on April 24, 1987 as Document No. 678319, and as amended by Third Amendment to Declaration recorded on June 15, 1988 as Document No. 703102, and as amended by Fourth Amendment to Declaration recorded on October 18, 1989 as Document No. 731879, and as amended by Fifth Amendment to Declaration recorded on January 26, 1996 as Document No. 925508, and by Affidavit of Correction to Declaration recorded on July 30, 1996 as Document No. 944078, and as amended by Amended and Restated Declaration of Condominium recorded on June 8, 2006 as Document No. 1400928, said condominium being located in the City of Oshkosh, Winnebago County, Wisconsin on the real estate described in said Amended and Restated Declaration and incorporated herein by this reference thereto.

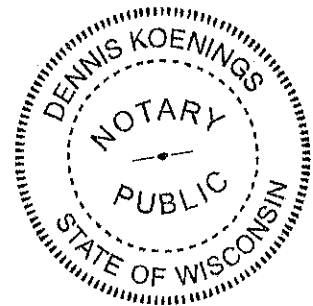
hereby consents to and approves the foregoing First Amendment to Amended and Restated Declaration of Condominium of The Village at Westhaven, a Condominium and agrees that said real estate shall be subject to such First Amendment.

Dated this 18 day of SEPTEMBER, 2018.

By [Signature]  
Signature

JEFFREY J. HANNEMANN  
Printed Name

AND MORTGAGE OPERATIONS  
Title



STATE OF WISCONSIN     )  
  )SS  
WINNEBAGO COUNTY     )

Personally came before me this 3rd day of October, 2018 the above-named Jeff Hannemann and [Signature], as officers, of Verve a Credit Union and acknowledge that they executed the foregoing First Amendment to Amended and Restated Declaration of Condominium as such officers as the deed of said corporation and by its authority.

[Signature]  
Dennis Koenigs, Notary Public  
Winnebago County, Wisconsin  
My commission expires: 1/12/2020

This instrument was drafted by:  
Attorney Emily Z. Dunham

EXHIBIT B

**WISCONSIN BASIC POWER OF ATTORNEY  
FOR FINANCES AND PROPERTY**

**NOTICE:** THIS IS AN IMPORTANT DOCUMENT. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD KNOW THESE IMPORTANT FACTS. BY SIGNING THIS DOCUMENT, YOU ARE NOT GIVING UP ANY POWERS OR RIGHTS TO CONTROL YOUR FINANCES AND PROPERTY YOURSELF. IN ADDITION TO YOUR OWN POWERS AND RIGHTS, YOU ARE GIVING ANOTHER PERSON, YOUR AGENT, BROAD POWERS TO HANDLE YOUR FINANCES AND PROPERTY. THIS BASIC POWER OF ATTORNEY FOR FINANCES AND PROPERTY MAY GIVE THE PERSON WHOM YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR FINANCES AND PROPERTY, WHICH MAY INCLUDE POWERS TO ENCUMBER, SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. THE POWERS WILL EXIST AFTER YOU BECOME DISABLED, OR INCAPACITATED, IF YOU CHOOSE THAT PROVISION. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL OR OTHER HEALTH CARE DECISIONS FOR YOU. IF YOU OWN COMPLEX OR SPECIAL ASSETS SUCH AS A BUSINESS, OR IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER TO EXPLAIN THIS FORM TO YOU BEFORE YOU SIGN IT.

IF YOU WISH TO CHANGE YOUR BASIC POWER OF ATTORNEY FOR FINANCES AND PROPERTY, YOU MUST COMPLETE A NEW DOCUMENT AND REVOKE THIS ONE. YOU MAY REVOKE THIS DOCUMENT AT ANY TIME BY DESTROYING IT, BY DIRECTING ANOTHER PERSON TO DESTROY IT IN YOUR PRESENCE OR BY SIGNING A WRITTEN AND DATED STATEMENT EXPRESSING YOUR INTENT TO REVOKE THIS DOCUMENT. IF YOU REVOKE THIS DOCUMENT, YOU SHOULD NOTIFY YOUR AGENT AND ANY OTHER PERSON TO WHOM YOU HAVE GIVEN A COPY OF THE FORM. YOU ALSO SHOULD NOTIFY ALL PARTIES HAVING CUSTODY OF YOUR ASSETS. THESE PARTIES HAVE NO RESPONSIBILITY TO YOU UNLESS YOU ACTUALLY NOTIFY THEM OF THE REVOCATION. IF YOUR AGENT IS YOUR SPOUSE AND YOUR MARRIAGE IS ANNULLED, OR YOU ARE DIVORCED AFTER SIGNING THIS DOCUMENT, THIS DOCUMENT IS INVALID.

SINCE SOME 3RD PARTIES OR SOME TRANSACTIONS MAY NOT PERMIT USE OF THIS DOCUMENT, IT IS ADVISABLE TO CHECK IN ADVANCE, IF POSSIBLE, FOR ANY SPECIAL REQUIREMENTS THAT MAY BE IMPOSED.

YOU SHOULD SIGN THIS FORM ONLY IF THE AGENT YOU NAME IS RELIABLE, TRUSTWORTHY AND COMPETENT TO MANAGE YOUR AFFAIRS.

I, Lois P. Ludewig, appoint Alexis Ludewig as my agent to act for me in any lawful way with respect to the powers initialed below.

TO GRANT ONE OR MORE OF THE FOLLOWING POWERS, INITIAL IN FRONT OF EACH POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL IN FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

**HANDLING MY MONEY AND PROPERTY**

*Initials*

- LS 1. **PAYMENTS OF BILLS:** My agent may make payments that are necessary or appropriate in connection with the administration of my affairs.
- LS 2. **BANKING:** My agent may conduct business with financial institutions, including endorsing all checks and drafts made payable to my order and collecting the proceeds; signing in my name checks or orders on all accounts in my name or for my benefit; withdrawing funds from accounts in my name; opening accounts in my name; and entering into and removing articles from my safe deposit box.
- LS 3. **INSURANCE:** My agent may obtain insurance of all types, as considered necessary or appropriate, settle and adjust insurance claims and borrow from insurers and 3rd parties using insurance policies as collateral.
- LS 4. **ACCOUNTS:** My agent may ask for, collect and receive money, dividends, interest, legacies and property due or that may become due and owing to me and give receipt for those payments.
- LS 5. **REAL ESTATE:** My agent may manage real property; sell, convey and mortgage realty for prices and on terms as considered advisable; foreclose mortgages and take title to property in my name; and execute deeds, mortgages, releases, satisfactions and other instruments relating to realty.
- LS 6. **BORROWING:** My agent may borrow money and encumber my assets for loans as considered necessary.
- LS 7. **SECURITIES:** My agent may buy, sell, pledge and exchange securities of all kinds in my name; sign and deliver in my name transfers and assignments of securities; and consent in my name to reorganizations, mergers or exchange of securities for new securities.
- LS 8. **INCOME TAXES:** My agent may make and sign tax returns; represent me in all income tax matters before any federal, state, or local tax collecting agency; and receive confidential information and perform any acts that I may perform, including receiving refund checks and the signing of returns.
9. **TRUSTS:** My agent may transfer at any time any of my property to a living trust that has been established by me before the execution of this document.

## **PROFESSIONAL AND TECHNICAL ASSISTANCE**

Initials

LS 10. **LEGAL ACTIONS:** My agent may retain attorneys on my behalf, appear for me in all actions and proceedings to which I may be a party; commence actions and proceedings in my name; and sign in my name all documents or pleadings of every description.

LS 11. **PROFESSIONAL ASSISTANCE:** My agent may hire accountants, attorneys, clerks, workers and others for the management, preservation and protection of my property and estate.

## **GENERAL AUTHORITY**

Initials

LS 12. **GENERAL:** My agent may do any act or thing that I could do in my own proper person if personally present, including managing or selling tangible assets, disclaiming a probate or nonprobate inheritance and providing support for a minor child or dependent adult. The specifically enumerated powers of the basic power of attorney for finances and property are not a limitation of this intended broad general power except that my agent may not take any action prohibited by law and my agent under this document may not:

- a. Make medical or health care decisions for me.
- b. Make, modify or revoke a will for me.
- c. Other than a burial trust agreement under section 445.125, Wisconsin Statutes, enter into a trust agreement on my behalf or amend or revoke a trust agreement, entered into by me.
- d. Change any beneficiary designation of any life insurance policy, qualified retirement plan, individual retirement account or payable on death account or the like whether directly or by canceling and replacing the policy or rollover to another plan or account.
- e. Forgive debts owed to me or disclaim or waive benefits payable to me, except a probate or nonprobate inheritance.
- f. Appoint a substitute or successor agent for me.
- g. Make gifts.

## **ACCOUNTING**

Initials

LS 13. **ACCOUNTING:** My agent shall render an accounting (monthly) (quarterly) (annually) (CIRCLE ONE) to me during my lifetime and a final accounting to the personal representative of my estate, if any is appointed, after my death

**NOMINATION OF GUARDIAN**

Initials

LL 14. GUARDIAN: If necessary, I nominate my daughter, Alexis Ludewig, as guardian of my person and as guardian of my estate.

**SPECIAL INSTRUCTIONS**

Initials

LL 15. SPECIAL INSTRUCTIONS.

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS REGARDING THE POWERS GRANTED TO YOUR AGENT.

None

TO ESTABLISH WHEN, AND FOR HOW LONG, THE BASIC POWER OF ATTORNEY FOR FINANCES AND PROPERTY IS IN EFFECT, YOU MUST INITIAL ONLY ONE OF THE FOLLOWING 3 OPTIONS. IF YOU DO NOT INITIAL ONE, OR IF YOU INITIAL MORE THAN ONE, THIS BASIC POWER OF ATTORNEY FOR FINANCES AND PROPERTY WILL NOT TAKE EFFECT.

Initials

LL This basic power of attorney for finances and property becomes effective when I sign it and will continue in effect as a durable power of attorney under section 243.07, Wisconsin Statutes, if I become disabled or incapacitated.

LL This basic power of attorney for finances and property becomes effective only when both of the following apply:

- a. I have signed it; and
- b. I become disabled or incapacitated.

LL This basic power of attorney for finances and property becomes effective when I sign it BUT WILL CEASE TO BE EFFECTIVE IF I BECOME DISABLED OR INCAPACITATED.

I agree that any 3rd party who receives a copy of this document may act under it. Revocation of this basic power of attorney is not effective as to a 3rd party until the 3rd party learns of the revocation. I agree to reimburse the 3rd party for any loss resulting from claims that arise against the 3rd party because of reliance on this basic power of attorney.

Signed this 29 day of Feb, 2016.

Lois P. Ludewig  
Lois P. Ludewig

By signing as a witness, I am acknowledging the signature of the principal who signed in my presence and the presence of the other witness, and the fact that he or she has stated that this power of attorney reflects his or her wishes and is being executed voluntarily. I believe him or her to be of sound mind and capable of creating this power of attorney. I am not related to him or her by blood or marriage, and, to the best of my knowledge, I am not entitled to any portion of his or her estate under his or her will.

**Witness:**

Dated: 2/29/16

By: Scot Harenburg

Print Name: Scot HARENBURG

**Witness:**

Dated: 2/29/16

By: Valerie A. Wiley

Print Name: Valerie A. Wiley

State of Wisconsin }  
Winnebago County } SS

This document was acknowledged before me on 2-29-16 by Lois P. Ludewig.  
(Seal, if any)

Alexis W. Ludewig  
\_\_\_\_\_, Notary Public  
My commission 9-20-2019

BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, THE AGENT ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES AND LIABILITIES OF AN AGENT.

Alexis Ludewig  
(Name of Agent)

Alexis Ludewig  
(Signature of Agent)

This Document was Drafted By:  
Attorney John C. Wenning  
3737 Wayman Court  
Appleton, WI 54914  
920-560-2484  
john@wennlaw.com

## EXHIBIT A

### (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 ½) 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.

# APPENDIX 1

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

2530C	Quad	no	1.6554	2.7145	1.6554	1B	1C
2530D	Quad	no	1.4181	2.3254	1.4181	1B	1C
2534C	Three	no	1.6555	2.7145	1.6555	1B	1C
2534D	Three	no	1.4181	2.3254	1.4181	1B	1C
2534E	Three	no	2.9849	4.8882	2.9849	1B	1C
2553A	Quad	no	1.7207	2.8215	1.7207	1B	1C
2553B	Quad	no	1.2600	2.0661	1.2600	1B	1C
2553C	Quad	no	1.6554	2.7145	1.6554	1B	1C
2553D	Quad	no	1.4181	2.3254	1.4181	1B	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

# EXHIBIT 1B

## 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 DATA

CURVE	RADIUS	CHORD BEARING	CHORD LENGTH	Δ	ARC LENGTH	TAN. BEARING	TAN. BEARING
1-2	132.22'	S.34°-07'-22"E.	19.81'	07°-27'-44"	19.83'	N.37°-51'-14"W.	S.30°-23'-30"E.
3-4	92.22'	S.31°-48'-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'-32"E.	307.20'	49°-37'-42"	317.02'	S.05°-14'-46"W.	N.54°-52'-28"E.
RECORD	366.00'	N.29°-58'-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
- Ⓒ = ENTRANCE
- Ⓓ = DRIVEWAY
- Ⓔ = ALL LAND EXCLUSIVE OF UNITS, Ⓐ, Ⓑ, Ⓒ, Ⓓ, AND Ⓔ.
- Ⓕ = COMMON ELEMENT
- Ⓖ, Ⓗ, Ⓙ, Ⓚ = LIMITED COMMON ELEMENT.

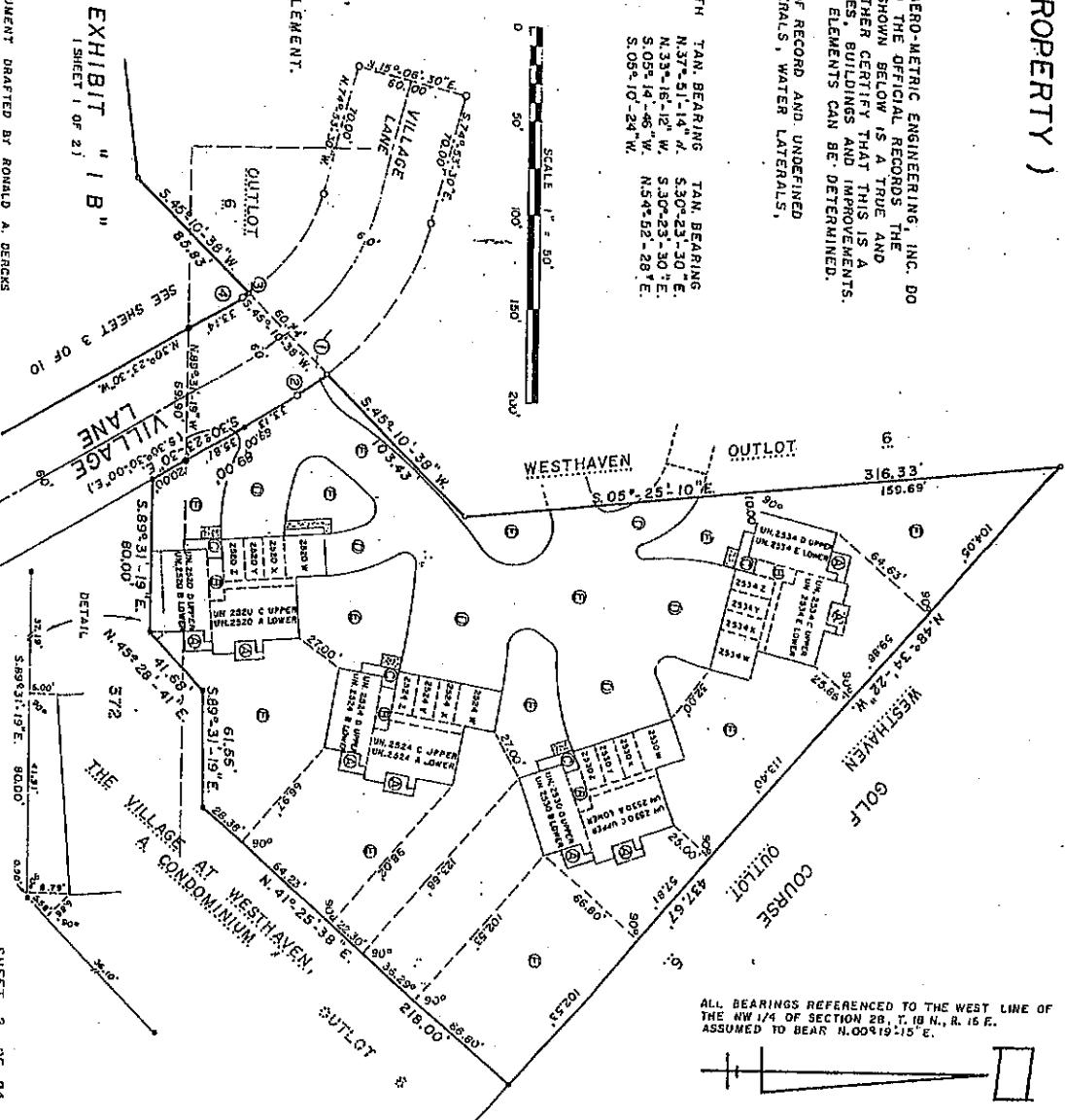


EXHIBIT "1B"  
SHEET 1 OF 2

THIS INSTRUMENT DRAFTED BY RONALD A. DERCKS

THE VILLAGE AT WESTHAVEN,  
A CONDOMINIUM

SHEET 2 OF 24

AERO-METRIC ENGINEERING, INC.

535 NORTH MADISON STREET  
CHILTON, WISCONSIN 53014

WISCONSIN REGISTERED LAND SURVEYOR S-1615  
RONALD A. DERCKS

DATED THIS 27th DAY OF June, 1985

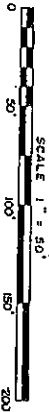
*Ronald A. Dercks*

1B

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

## LEGEND

- = 1" x 24" IRON PIPE WEIGHING 168 LBS / LINEAL FOOT SET.
- = 1" IRON PIPE FOUND
- = 2" IRON PIPE FOUND
- ( ) = PLAT DIMENSION
- ALL DIMENSIONS MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
- ① = PATIO / DECK
- ② = HALL, STAIRWAY, FOYER
- ③ = ENTRANCE
- ④ = DRIVEWAY
- ⑤ = ALL LAND EXCLUSIVE OF UNITS,
- ⑥, ⑦, ⑧, ⑨, ⑩, ⑪, ⑫, ⑬, ⑭, ⑮, ⑯, ⑰, ⑱, ⑲, ⑳, ㉑, ㉒, ㉓, ㉔, ㉕, ㉖, ㉗, ㉘, ㉙, ㉚, ㉛, ㉜, ㉝, ㉞, ㉟, ㊱, ㊲, ㊳, ㊴, ㊵, ㊶, ㊷, ㊸, ㊹, ㊺, ㊻, ㊼, ㊽, ㊾, ㊿ = COMMON ELEMENT
- ⑳, ㉑, ㉒, ㉓, ㉔, ㉕ = LIMITED COMMON ELEMENT
- NOTE: SEE SHEET 2 OF 10 FOR CURVE DATA.



DATED THIS 27th DAY OF June, 1985

*Ronald A. Derchs*  
WISCONSIN REGISTERED LAND SURVEYOR S-1615  
RONALD A. DERCHS.

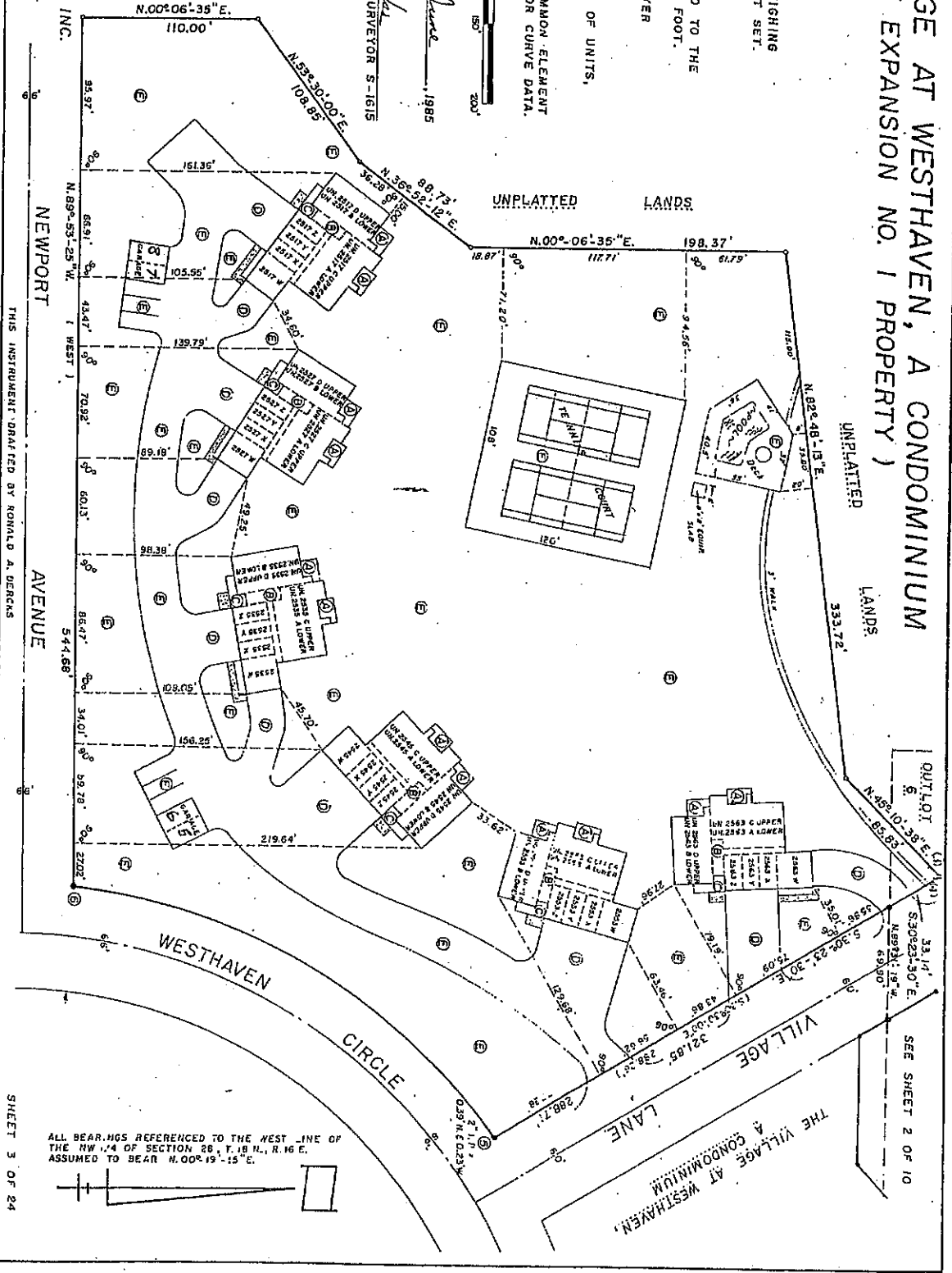
EXHIBIT "1B"  
(SHEET 2 OF 2)

UNPLATTED LANDS

UNPLATTED LANDS

UNPLATTED LANDS

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



ALL BEARINGS REFERENCED TO THE WEST LINE OF THE NW 1/4 OF SECTION 28, T.18 N., R.16 E. ASSUMED TO BEAR N.00°19'15\"

678319

[illegible][illegible]

Submitted by: Ray W. Caldwell 1766

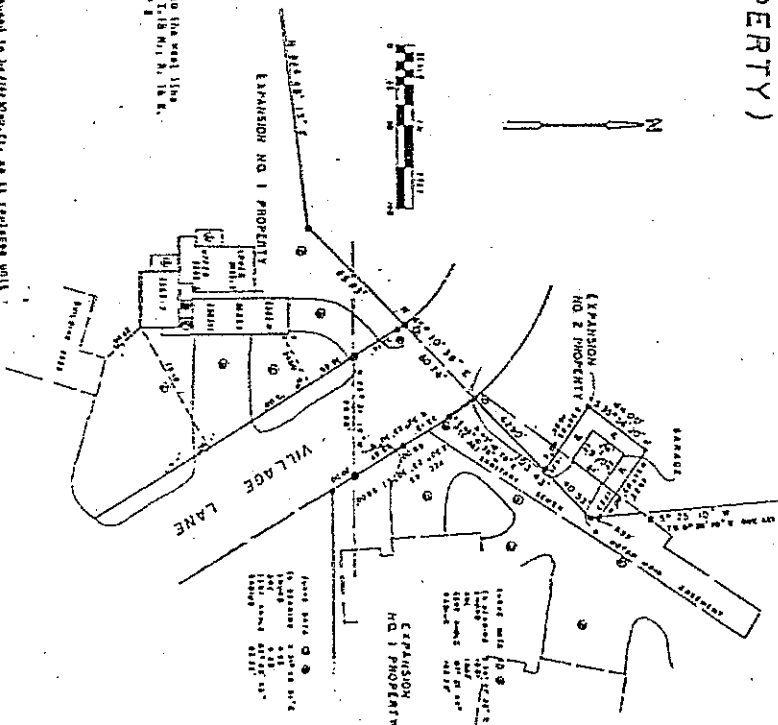
[illegible]

PREPARED BY:  
MARLITSON & FISKE, INC.  
1715 AVENUE CLUET  
MONTREAL, QUEBEC  
H3G 1S6

EXHIBIT "20"

All Dealinge are referred to the next line of the NY I-4 of Meeting 18, Table M, 1, 16, assumed to be NY 00 14, 15-8

Unit 8 P was assigned to provide HQ's, as it represents  
a 2nd and 3rd which had 2142.50 of it.



THE POLYMERIZATION OF 2-ETHYL-2-THIO-2-PROPENE

10-11-68

301-3

3. B.

20/3/04

AMENDMENT NO. 3

526103

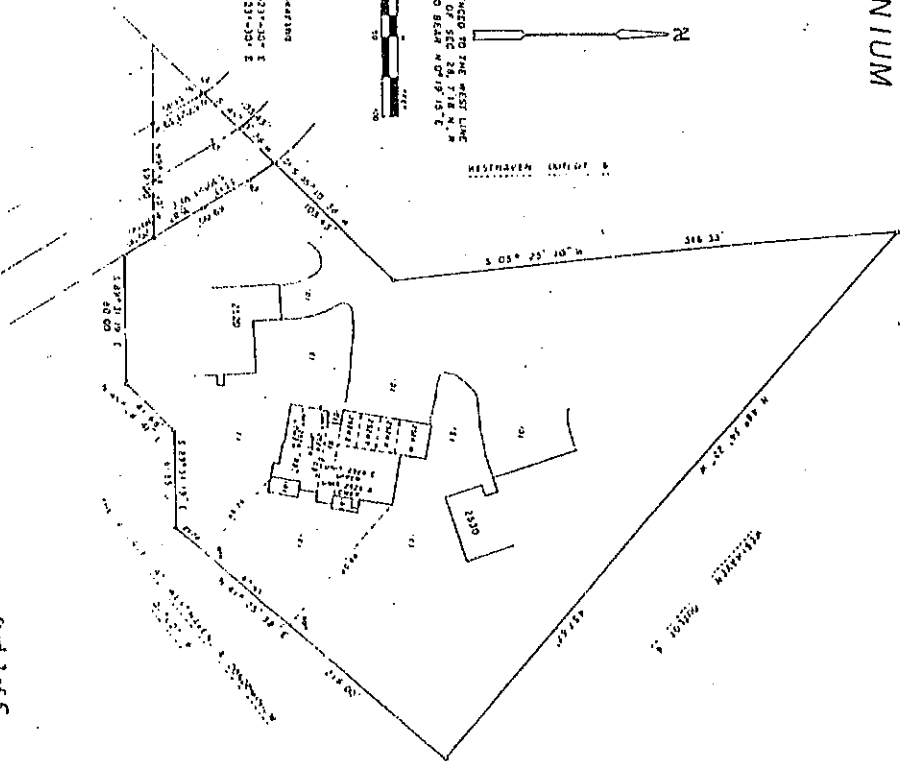
Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1937.

DAVID D. TADEL, VICARIO IN RESIDENCE LONG SEAFORD 5-074



NORTH IS REFERENCED TO THE WEST LINE  
OF THE NW 1/4 OF SEC 28, T18 N., R.  
16 E., ASSUMED TO BEAR N 0° 19' 15" E.

STATION DATA	ARC LENGTH	TIME - BEARING	TIME - BEARING
2°-27'-44"	1°-01'	4 17°-41'-14" N	5 15°-27'-12" N
2°-27'-44"	2°-01'	4 13°-16'-12" N	5 10°-23'-30" N



WARTENSON & EISELE, INC.  
12200 13th St.  
St. Louis, Mo. 63141

EXETER

SURNAME, FATHERNAME, MOTHER, CROSS, MICROFILM

The map shown in this report was prepared by me to show the approximate location of the pool & vicinity of the mine. The information furnished can be determined.

LEGEND

• 1/4" MON PIPE WEIGHING  
1.48 LBS/LINEAL FOOT SET.

- \* \* \* FROM PIPE FOUND  
\* \* \* E. HORN PIPE FOUND  
\* \* \* PLAT SHEETS SUBMITTED TO THE  
ALL DIMENSIONS REFERRED TO THE  
HORIZONTAL POSITION OF A FOOT.  
① \* \* \* RAILROAD TRACK  
② \* \* \* RAILROAD CROSSING  
③ \* \* \* ENTRANCE  
④ \* \* \* DRIVEWAY  
⑤ \* \* \* ALL LAID EXCLUSIVE OF UNITS,  
⑥ \* \* \* @ (0).  
⑦ \* \* \* COMMON ELEMENT  
⑧ \* \* \* LIMITED COMMON ELEMENT  
WOMEN ARE SHEET 1 OF 10 FOR CURVE DATA.

DATED THIS 24th DAY OF August, 1982

WISCONSIN REGISTERED LAND SURVEYOR 5-0915  
STEVEN J. GUNONIS



EXHIBIT "4B"



UNPLATTED LANDS

**AERO-METRIC ENGINEERING, INC.**

438 NORTH MADISON ST  
CHICAGO, ILL 60614

NEWPORT

**WILSON**

THIS INSTRUMENT DRAFTED BY STEVEN T. CHIRBAKIS

D-3283

ALL BEARINGS REFERENCED TO THE WEST LINE OF  
THE NW 1/4 OF SECTION 38, T. 19 N., R. 18 E.  
ASSUMED TO BEAN N. 00° 19' - 18" E.

BACK SHEET 2 OF 10

THE VILLAGE AT WESTHAVEN,  
A CONDOMINIUM  
LANE

# 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:

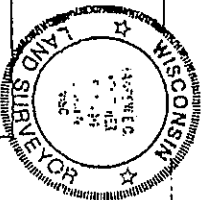
I, Lawrence C. Kriescher, Wisconsin Registered Land Surveyor of Aero-Metric Engineering, Inc., certify that I have surveyed and mapped according to the official records the condominium described above and that the drawing to the right is a true and correct representation of the condominium described. I do further certify that this is a true and correct 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 easements and restrictions of record and unperfected underground utility easements such as sanitary sewer and water laterals and electrical, telephone and TV cables.

Dated this 15th day of April, 1994.

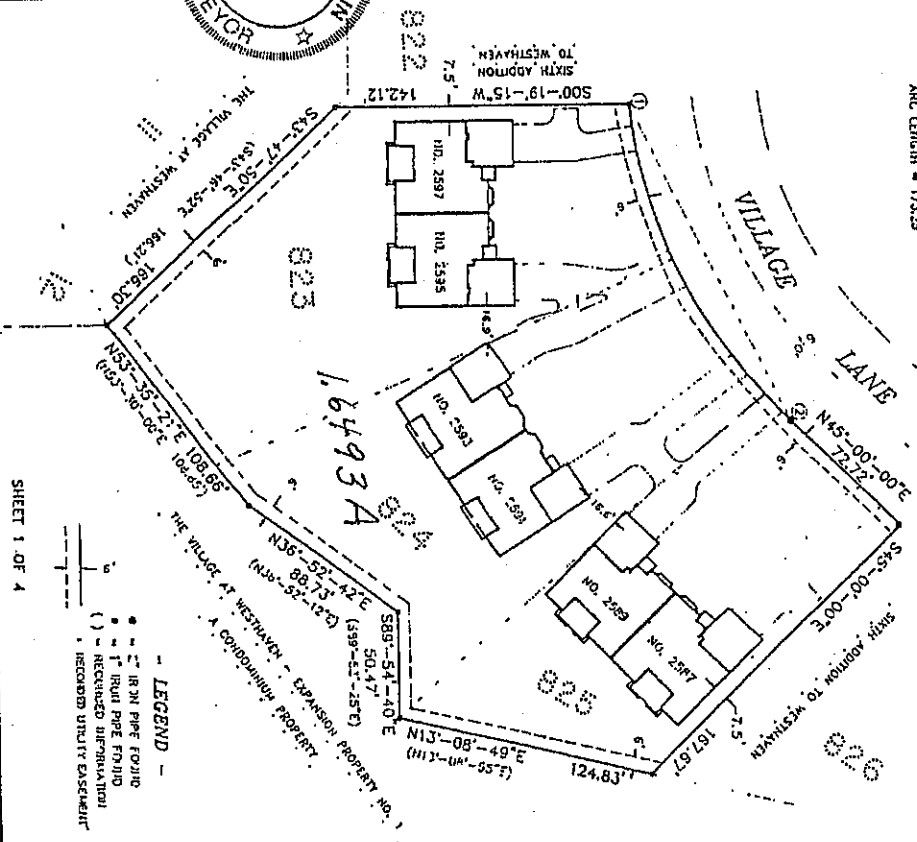
*Lawrence C. Kriescher*  
WISCONSIN REGISTERED LAND SURVEYOR  
Lawrence C. Kriescher, S-1539

Only if the surveyor's signature is in blue ink on this original copy, and the original copy is filed with the county clerk, shall the surveyor be held responsible for the survey. The surveyor shall not be held responsible for non-original copies of this document.

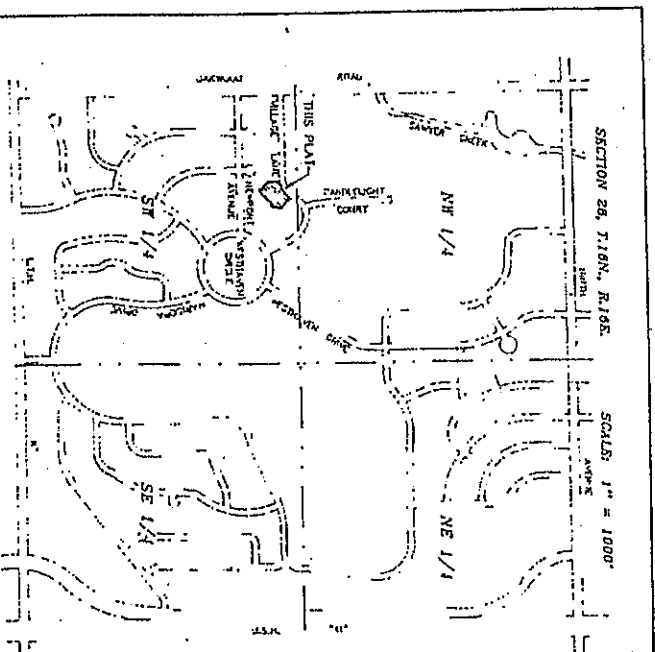


**Aero-metric**  
ENGINEERING, INC.  
LAND PLANNING & SURVEYING  
PROPERTY SURVEYS & SURVEILLANCE  
ENGINEERING DESIGN SERVICES  
LAND INFORMATION SYSTEMS  
237 NORTH WAUWATON STREET  
OSHKOSH, WISCONSIN 54901  
414-432-2100  
414-432-2109

CURVE 1-2  
RADIUS = 252.75'  
CHORD BEARING = S 84° 26' 13" W  
CHORD LENGTH = 169.02'  
CENTRAL ANGLE = 35° 16' 26"  
ARC LENGTH = 173.55'



SHEET 1 OF 4

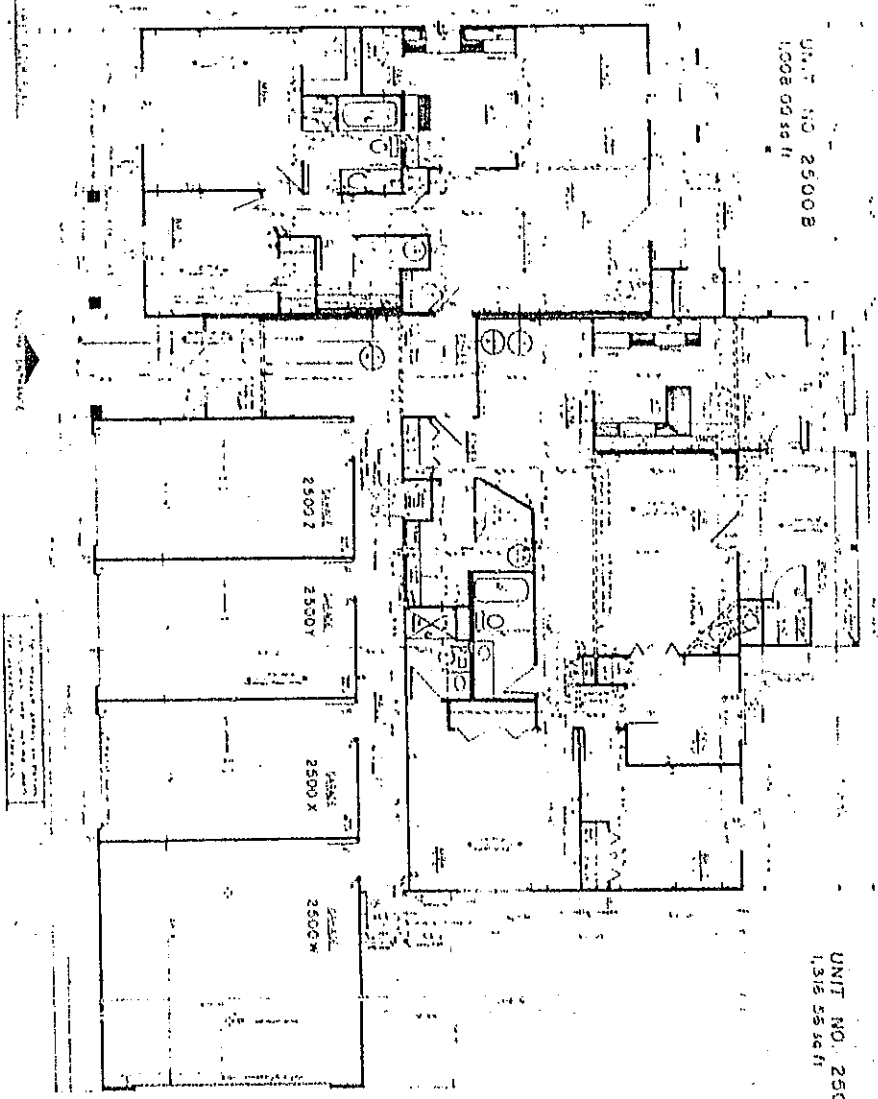


# EXHIBIT C

THE VILLAGE AT WESTHAVEN, A CONDOMINIUM



ALSO METRIC ENGINEERING, INC.



UNIT NO. 2500B  
1,008.00 sq ft

UNIT NO. 2500A  
1,316.55 sq ft

EXHIBIT C

EXHIBIT C

623855

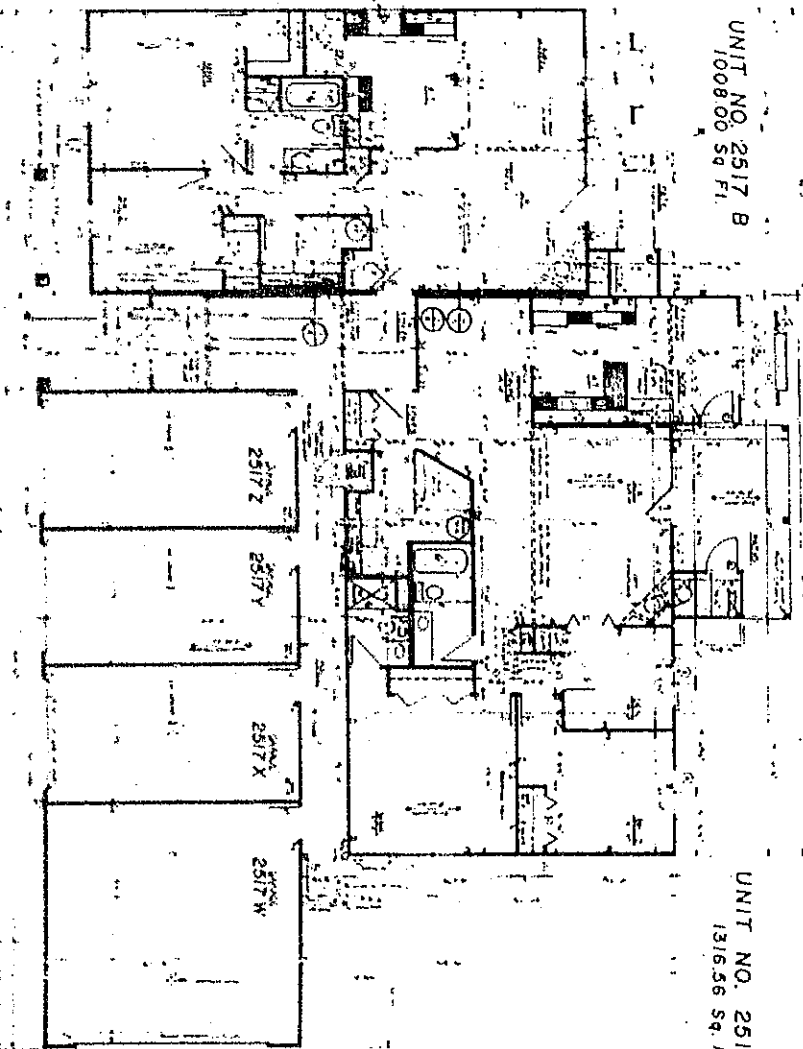
REVISIONS	
NO.	DESCRIPTION
1	AS SHOWN
2	AS SHOWN
3	AS SHOWN

# 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 1985

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

AFRO-METRIC ENGINEERING, INC.  
518 NORTH MADISON STREET  
MILWAUKEE, WISCONSIN 53204

THIS AGREEMENT PARTIES TO WHOM IT MAY COME

EXHIBIT 1C

2517 A	2517 B
1316.56	1008.00
Sq. Ft.	Sq. Ft.
40' 24"	40' 24"

634398

1C

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

UNIT NO. 2517 D  
113450 SQ. FT.

UNIT NO. 2517 C  
132436 SQ. FT.

DATED THIS 21st DAY OF June, 1985  
Ronald A. Dercks  
WISCONSIN REGISTERED LAND SURVEYOR S-1615  
RONALD A DERCKS

AERO M/TIC ENGINEERING, INC.  
315 NORTH WADSWORTH STREET  
CHICAGO, WISCONSIN 53044

THIS SURVEY WAS PREPARED BY AEROM/TIC ENGINEERING, INC.

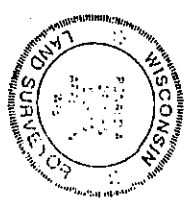
SCALE 1/8" = 1'-0"

EXHIBIT "1C"

634398

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 53004  
THIS INSTRUMENT DRAFTED BY RONALD A. DERCKS

634398

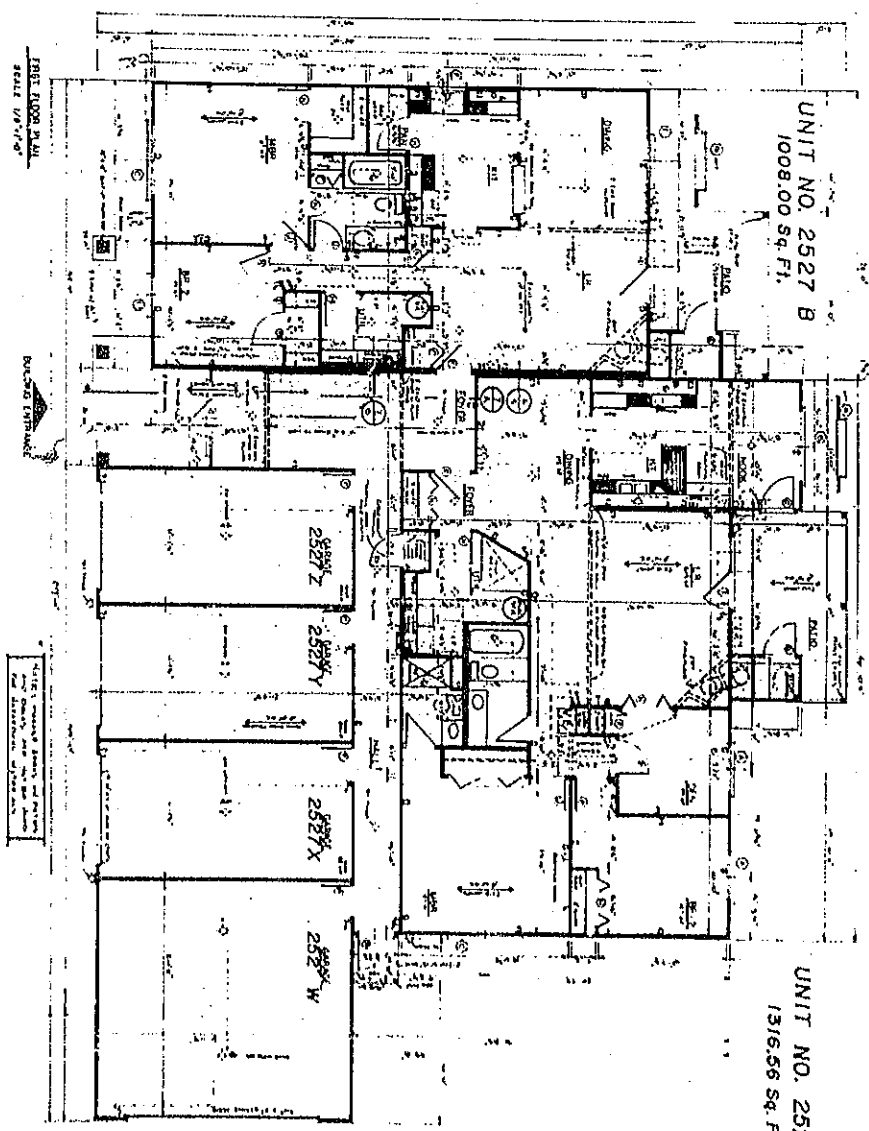


EXHIBIT "1" C"  
SHEET 3 OF 20

AERO-METRIC ENGINEERING, INC.	
539 NORTH MADISON STREET	
CHILTON, WISCONSIN 53004	
THIS INSTRUMENT DRAFTED BY RONALD A. DERCKS	
DATE: 6/27/85	
PROJECT: THE VILLAGE AT WESTHAVEN, A CONDOMINIUM	
SHEET: 3 OF 20	

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



DATED THIS 27<sup>th</sup> DAY OF June, 1985

Ronald A. Dercks  
WISCONSIN REGISTERED LAND SURVEYOR 5-1615  
RONALD A DERCKS

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

TEXTS CONSTRUCTED BY MONARD & OCEGOS

EXHIBIT "1C"

02 40 1324

DIAGRAMATIC FLOOR PLAN	
DATE: 7-1-24	BY: T. J. 24

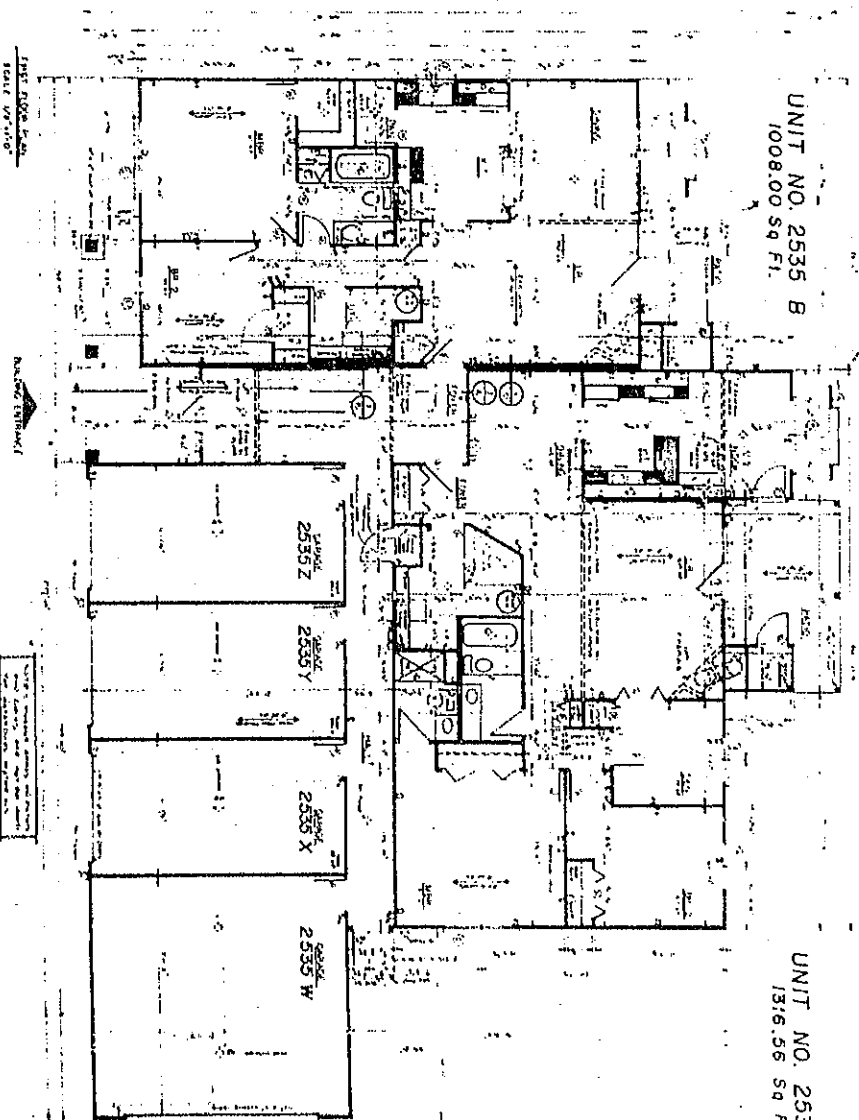
634398

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, 1986

*Ronald A. Dercks*  
WISCONSIN REGISTERED LAND SURVEYOR S-1612  
RONALD A. DERCKS

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

THIS INSTRUMENT DRAFTED BY RONALD A. DERCKS

EXHIBIT "1C"  
SHEET 50010

NO.	DESCRIPTION	ROOM	AREA
1	UNIT NO. 2535 B	1008.00	SQ. FT.
2	UNIT NO. 2535 A	1316.56	SQ. FT.
3	UNIT NO. 2535 Z		
4	UNIT NO. 2535 Y		
5	UNIT NO. 2535 X		
6	UNIT NO. 2535 W		

634398

1C

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

UNIT NO. 2535 D  
1134.50 SQ. FT.

UNIT NO. 2535 C  
1324.36 SQ. FT.

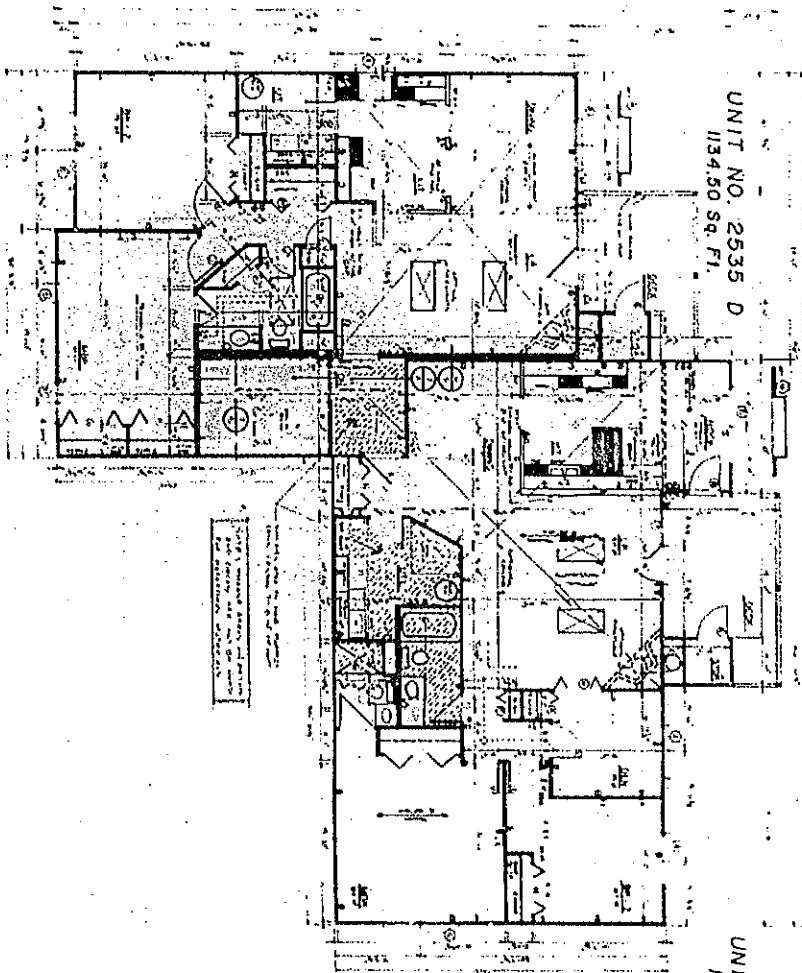
DATED THIS 27th DAY OF June, 1985  
Ronald A. Dencks  
WISCONSIN REGISTERED LAND SURVEYOR S-1613  
RONALD A. DENCKS

AERO-METRIC ENGINEERING, INC.  
515 NORTH WISCONSIN STREET  
MILWAUKEE, WISCONSIN 53212

THIS SURVEY WAS MADE BY RONALD A. DENCKS

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

EXHIBIT "1C"



DATE	27th DAY OF June, 1985
BY	Ronald A. Dencks
WISCONSIN REGISTERED LAND SURVEYOR S-1613	
PROJECT	THE VILLAGE AT WESTHAVEN, A CONDOMINIUM (EXPANSION NO. 1 PROPERTY)
UNIT	UNIT NO. 2535 D AND UNIT NO. 2535 C
SCALE	1/8" = 1'-0"

634398

1C

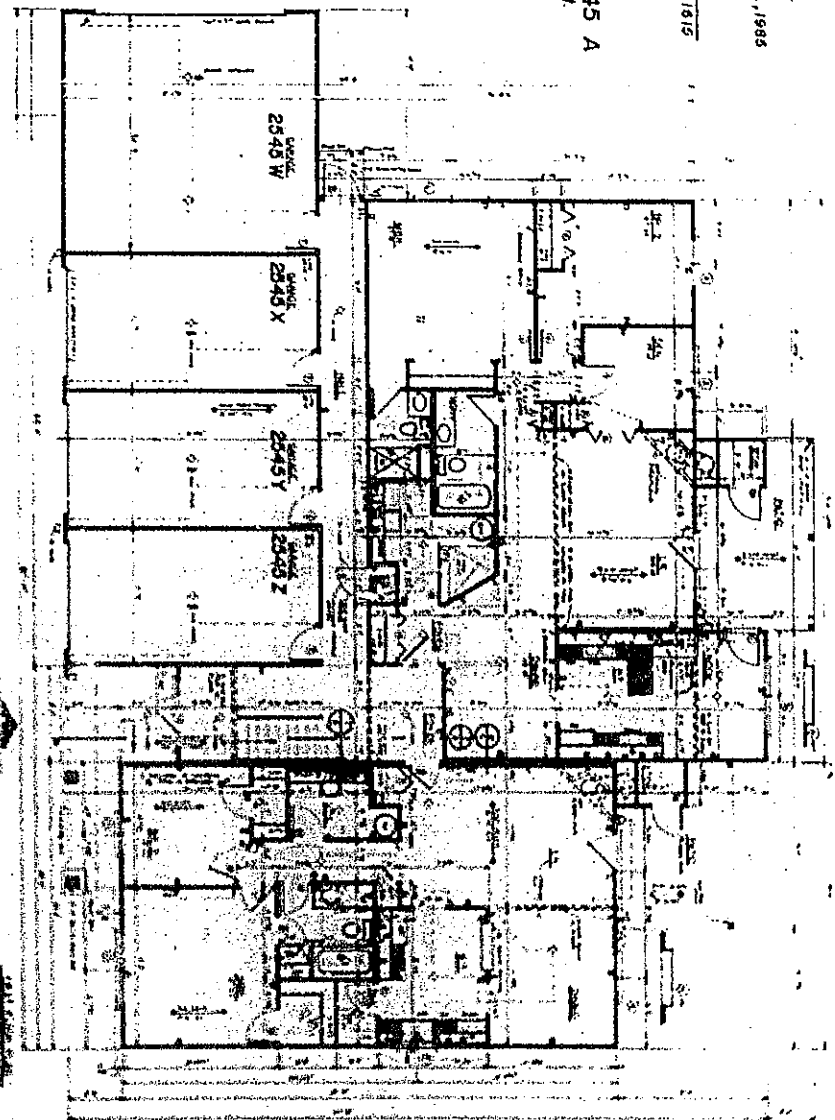
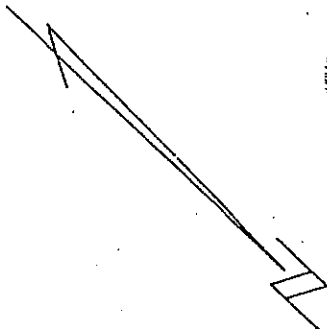
THE VILLAGE AT WESTHAVEN, A CONDOMINIUM  
( EXPANSION NO. 1 PROPERTY )

DATED THIS 27th DAY OF June, 1985

*Donald A. Dercks*  
WISCONSIN REGISTERED LAND SURVEYOR 5-1815  
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

THIS INSTRUMENT DRAFTED BY RONALD A. DERCKS

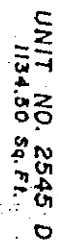
EXHIBIT "C"



OWNER	UNIT NO.	DATE
CONDOMINIUM BOARD	2545 A	10/21/84
RECORDING OFFICE		
FILE NO.		

634398

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



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

For the purpose of this study, a total of 1000

EXHIBIT "1C"  
4-22-77 8 00 20

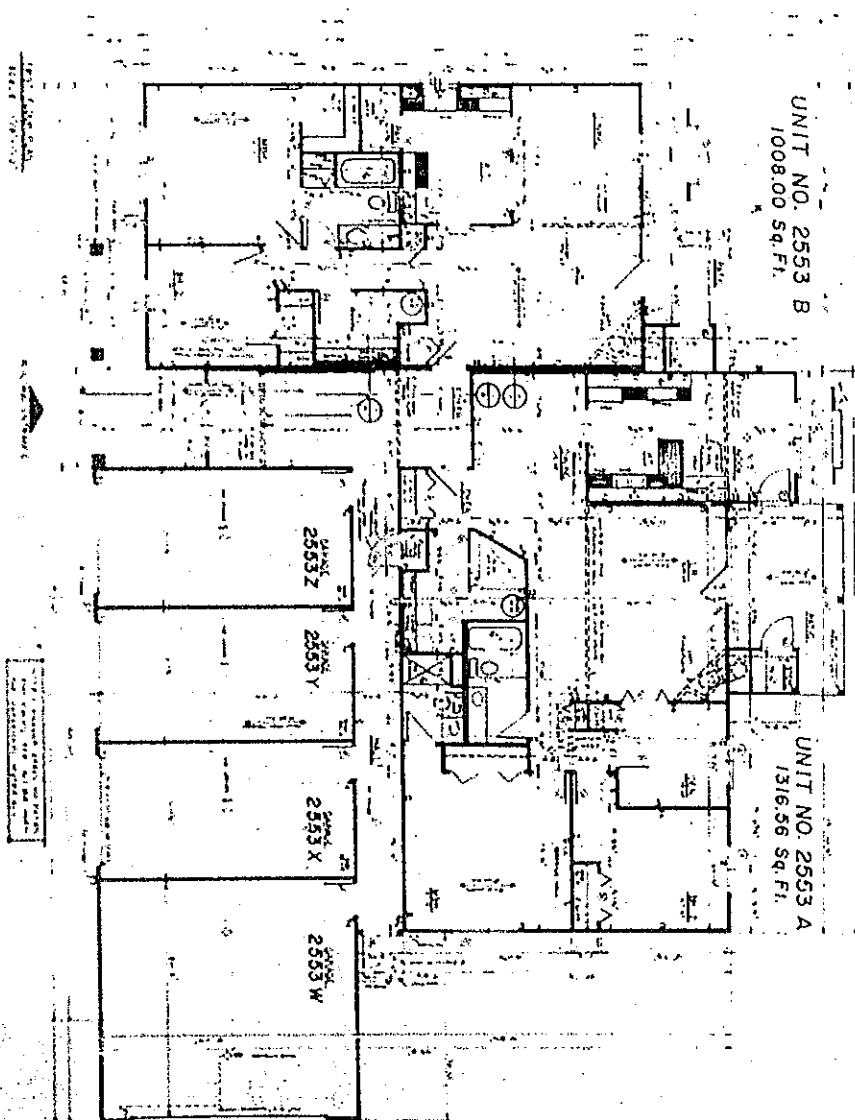
[illegible]

634398

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 27<sup>TH</sup> DAY OF June, 1965

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

AERO-METRIC ENGINEERING, INC.  
239 WILSON AVE., SUITE 1  
CHICAGO, ILL. 60604

EX-107-10

[illegible]

634398

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.

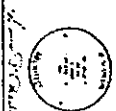
DATED THIS 21st DAY OF June, 1985  
Ronald A. Diefck  
WISCONSIN REGISTERED LAND SURVEYOR S-1615  
RONALD A. DIEFCK

ARROW-METRIC ENGINEERING, INC.  
213 NORTH WAB. SQ. SUITE 1  
CHICAGO, IL 60604-3104

THIS ATTACHMENT CREATED BY ARROW-METRIC, INC.

SCALE 1/8" = 1'-0"

EXHIBIT "1C"  
DATE 10/1/85



NO.	DESCRIPTION	DATE
1	DIAGNOSTIC FLOOR PLAN	10/1/85
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		

634398

1C

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

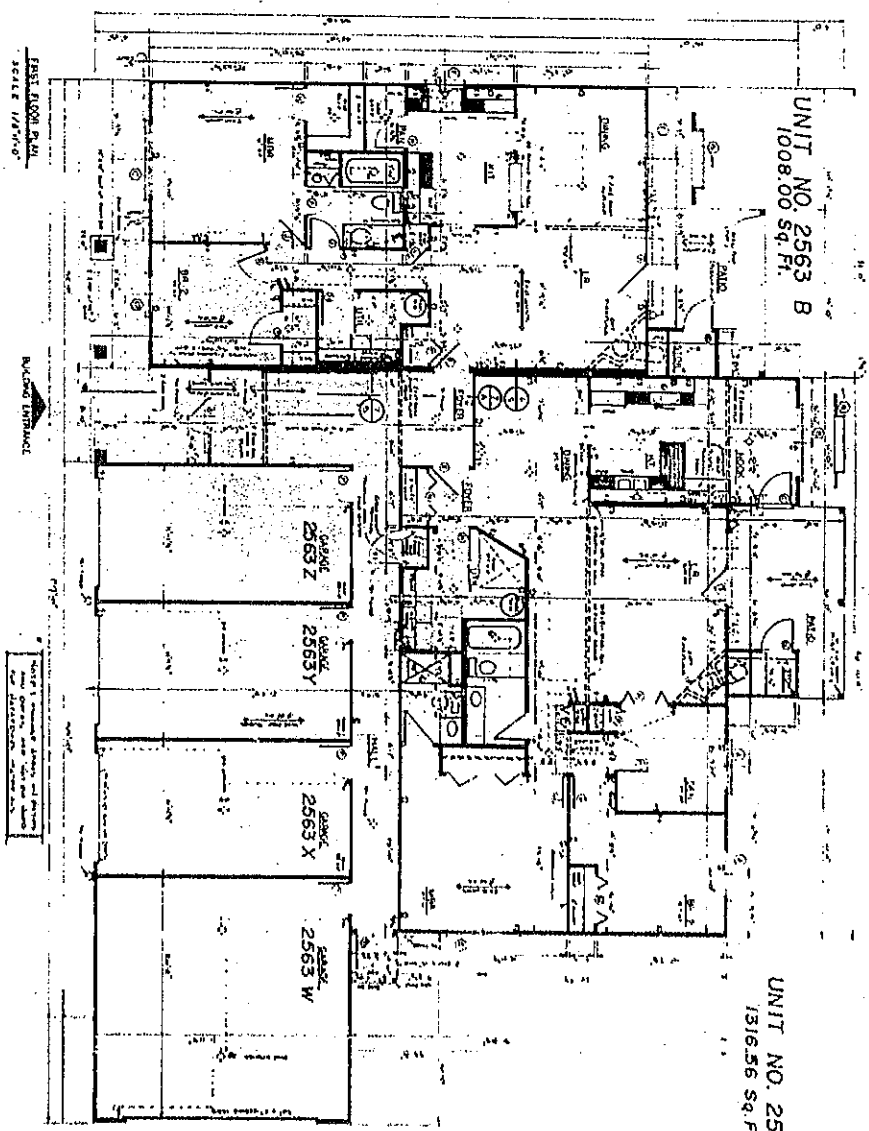


DATED THIS 27th DAY OF June, 1985

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

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

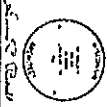
THIS INSTRUMENT DRAFTED BY RONALD A. DERCKS



UNIT NO. 2563 B  
1008.00 sq. ft.

UNIT NO. 2563 A  
1316.56 sq. ft.

EXHIBIT "1C"  
SHEET 11 OF 20



AERO-METRIC ENGINEERING, INC.	
DATE	10/24/85
BY	RD
CHECKED	RD
APPROVED	RD
DIAGRAMATIC FLOOR PLAN	
SHEET 11 OF 20	

634398

1C

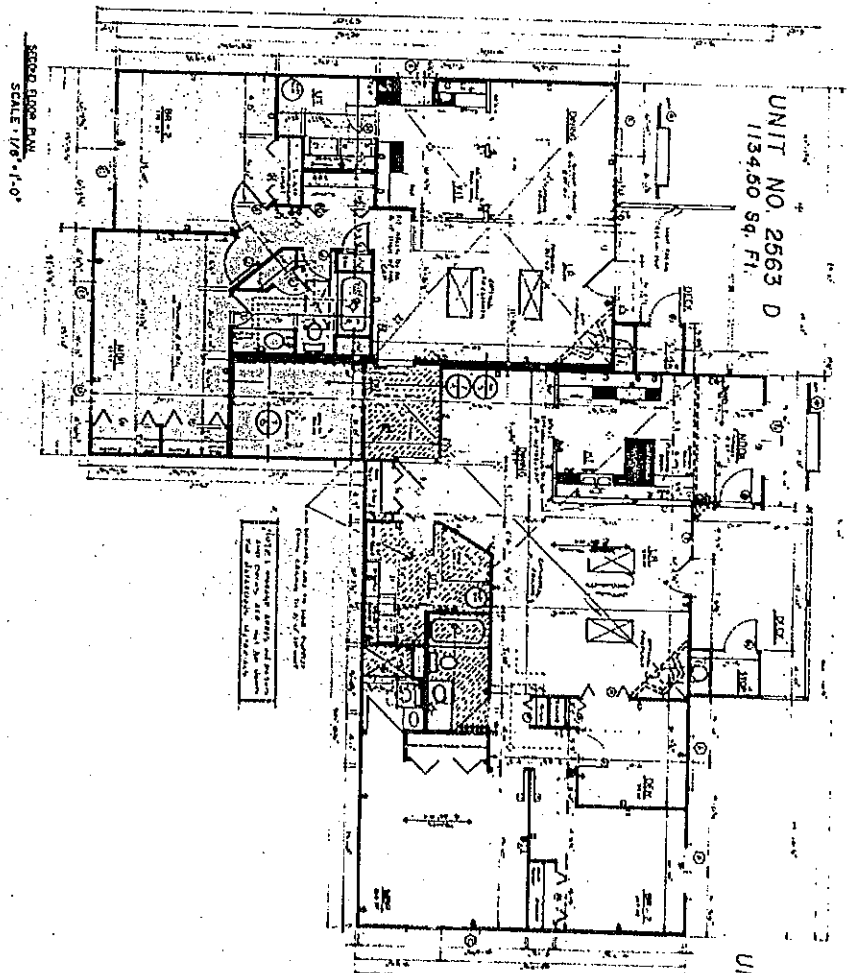
THE VILLAGE AT WESTHAVEN, A CONDOMINIUM  
( EXPANSION NO. 1 PROPERTY )



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



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

EXHIBIT "C"  
SHEET 11 OF 16

SUBMITTAL: FLOOR PLAN DATE: 6/27/85 DRAWN BY: [Signature] CHECKED BY: [Signature]	SHEET 11 OF 16

634398

1C

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

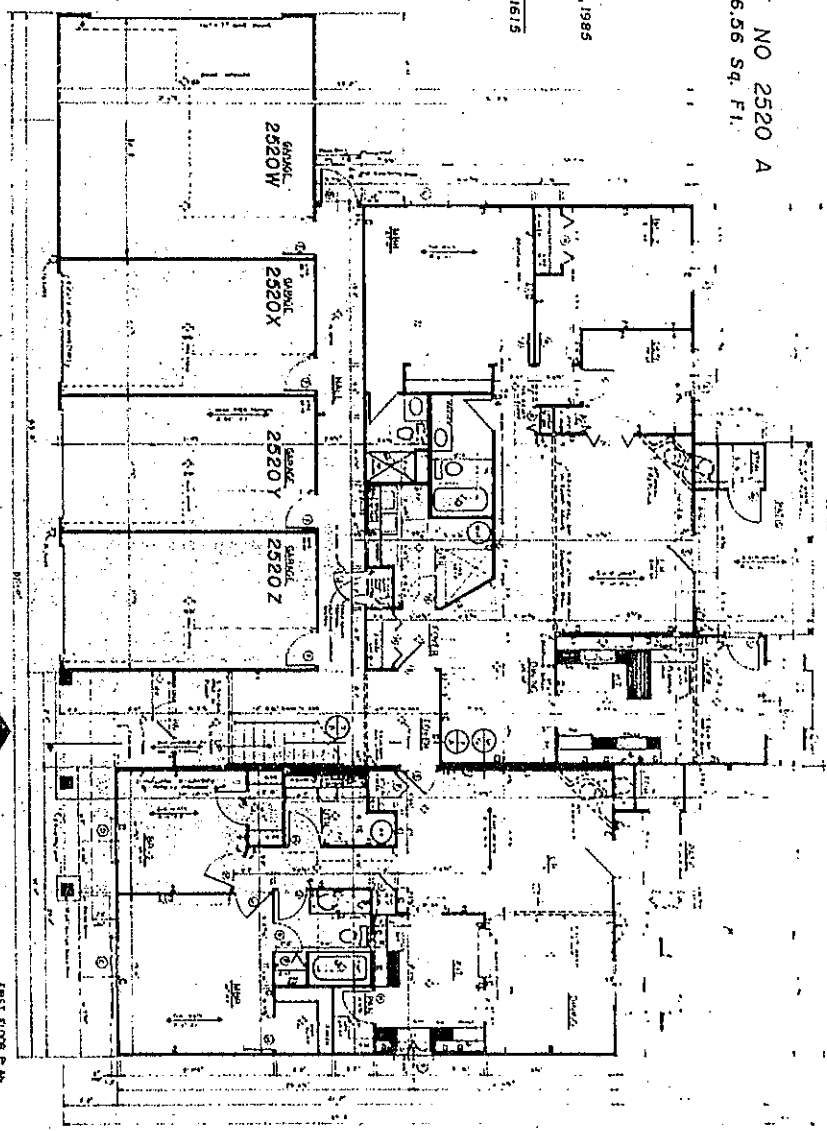
UNIT NO 2520 A  
1316.56 Sq. Ft.

DATED THIS 27th DAY OF June, 1985

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



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



UNIT NO. 2520 B  
1008.00 Sq Ft.

EXHIBIT "1C"  
SHEET 12 OF 20



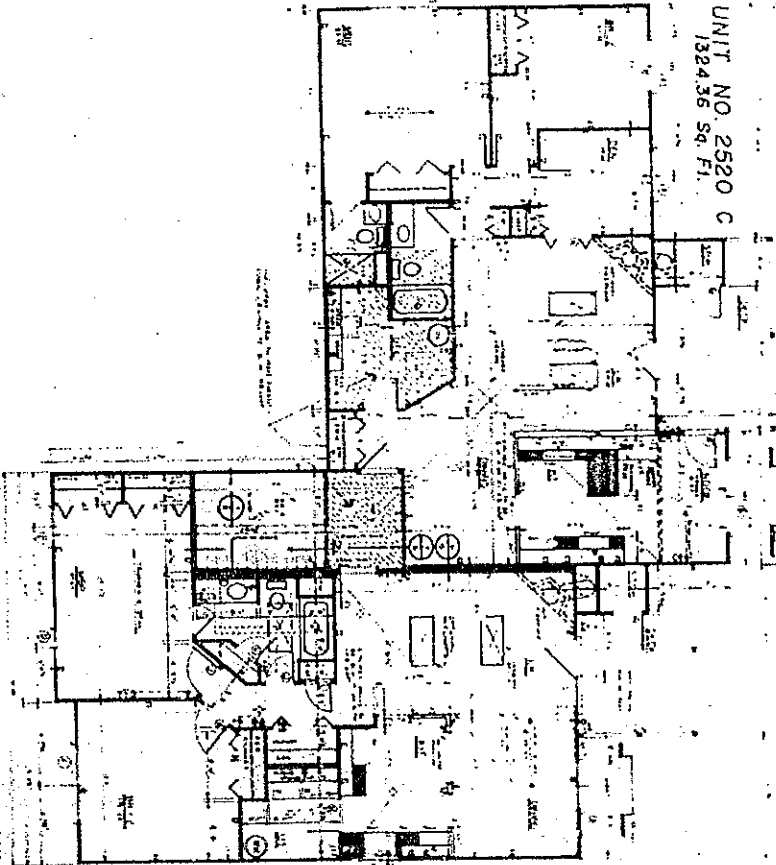
15	16	17	18	19	20
21	22	23	24	25	26
27	28	29	30	31	32
33	34	35	36	37	38
39	40	41	42	43	44
45	46	47	48	49	50
51	52	53	54	55	56
57	58	59	60	61	62
63	64	65	66	67	68
69	70	71	72	73	74
75	76	77	78	79	80
81	82	83	84	85	86
87	88	89	90	91	92
93	94	95	96	97	98
99	100	101	102	103	104
105	106	107	108	109	110
111	112	113	114	115	116
117	118	119	120	121	122
123	124	125	126	127	128
129	130	131	132	133	134
135	136	137	138	139	140
141	142	143	144	145	146
147	148	149	150	151	152
153	154	155	156	157	158
159	160	161	162	163	164
165	166	167	168	169	170
171	172	173	174	175	176
177	178	179	180	181	182
183	184	185	186	187	188
189	190	191	192	193	194
195	196	197	198	199	200

634398

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.

UNIT NO. 2520 D  
1134.50 Sq. Ft.

EXHIBIT "1C"  
Sheet 14 of 20



DATE	12-1-85	BY	W. A. D. / J. A. D.
DESCRIPTION	CONDOMINIUM FLOOR PLAN		
PROJECT	THE VILLAGE AT WESTHAVEN		
SHEET	14	TOTAL	20
SCALE	1" = 10'-0"		

DATED THIS 27th DAY OF June, 1985

*Ronald A. Duda*  
WISCONSIN REGISTERED LAND SURVEYOR 3-1915  
RONALD A. DUDA

AERO-METRIC ENGINEERING, INC.  
519 NORTH WISCONSIN STREET  
CHICAGO, WISCONSIN 60604

NOT A CONTRACT. SUBJECT TO OWNER'S APPROVAL

634398

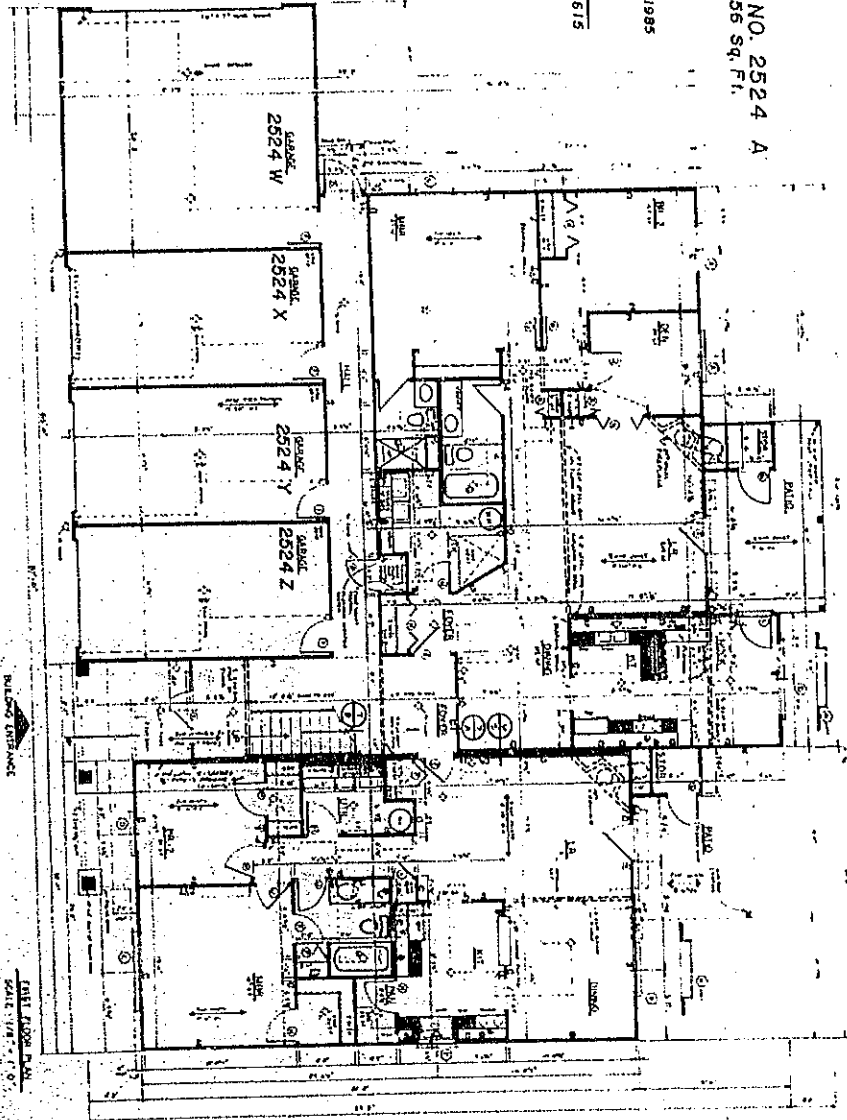
1C

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. Dencks*  
WISCONSIN REGISTERED LAND SURVEYOR 5-1615  
RONALD A. DENCKS



UNIT NO. 2524 B  
1008.00 Sq. Ft.

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

THIS INSTRUMENT DRAFTED BY RONALD A. DENCKS

EXHIBIT "1C"  
SHEET 18 OF 20



PROJECT	THE VILLAGE AT WESTHAVEN
DATE	1985
DRAWN BY	DAVID L. HARRIS
CHECKED BY	RONALD A. DENCKS
SCALE	1/8" = 1'-0"
SHEET	18 OF 24

634398

1C

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



UNIT NO. 2524 C  
1324.36 SQ. FT.

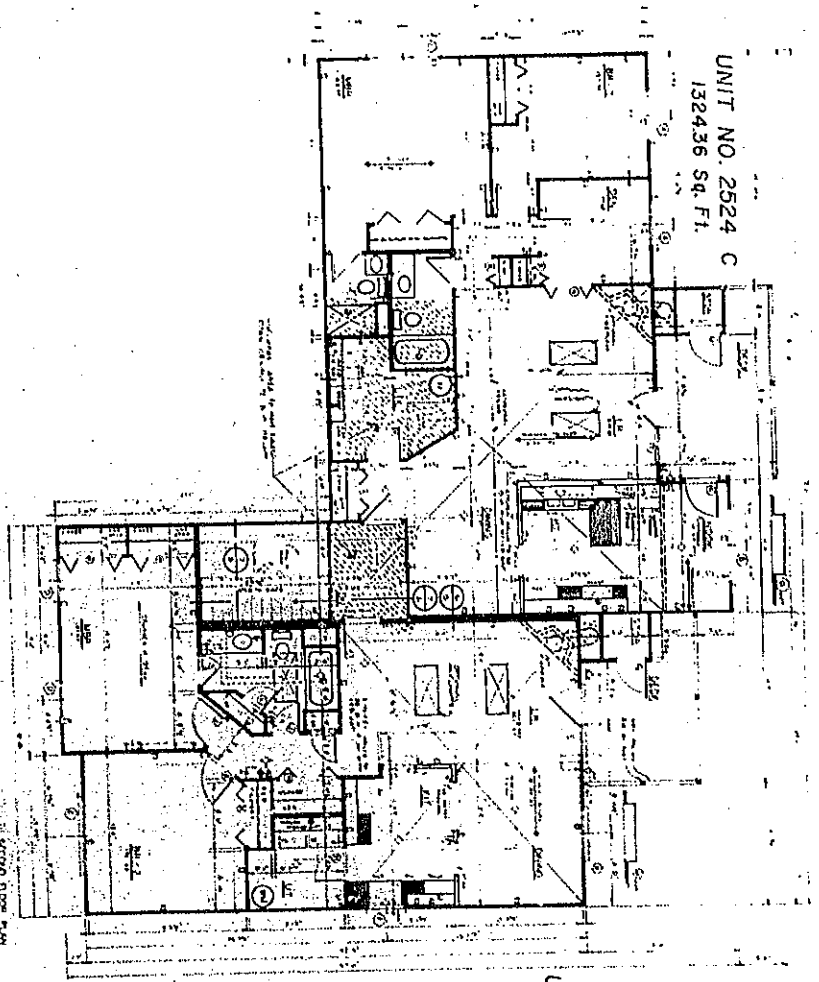
UNIT NO. 2524 D  
1134.50 SQ. FT.

DATED THIS 27th DAY OF June, 1980  
Ronald A. Dercks  
WISCONSIN REGISTERED LAND SURVEYOR S-1016  
RONALD A. DERCKS

AERO-METRIC ENGINEERING, INC.  
433 W. WISCONSIN STREET  
MILWAUKEE, WISCONSIN 53204

THIS SURVEY WAS MADE BY MEASUREMENTS

EXHIBIT "1C"



DATE	27 JUN 80
BY	R. A. DERCKS
CHECKED BY	
APPROVED BY	
SCALE	AS SHOWN
PROJECT	THE VILLAGE AT WESTHAVEN
UNIT	2524 C & D
DATE	1980/06/24

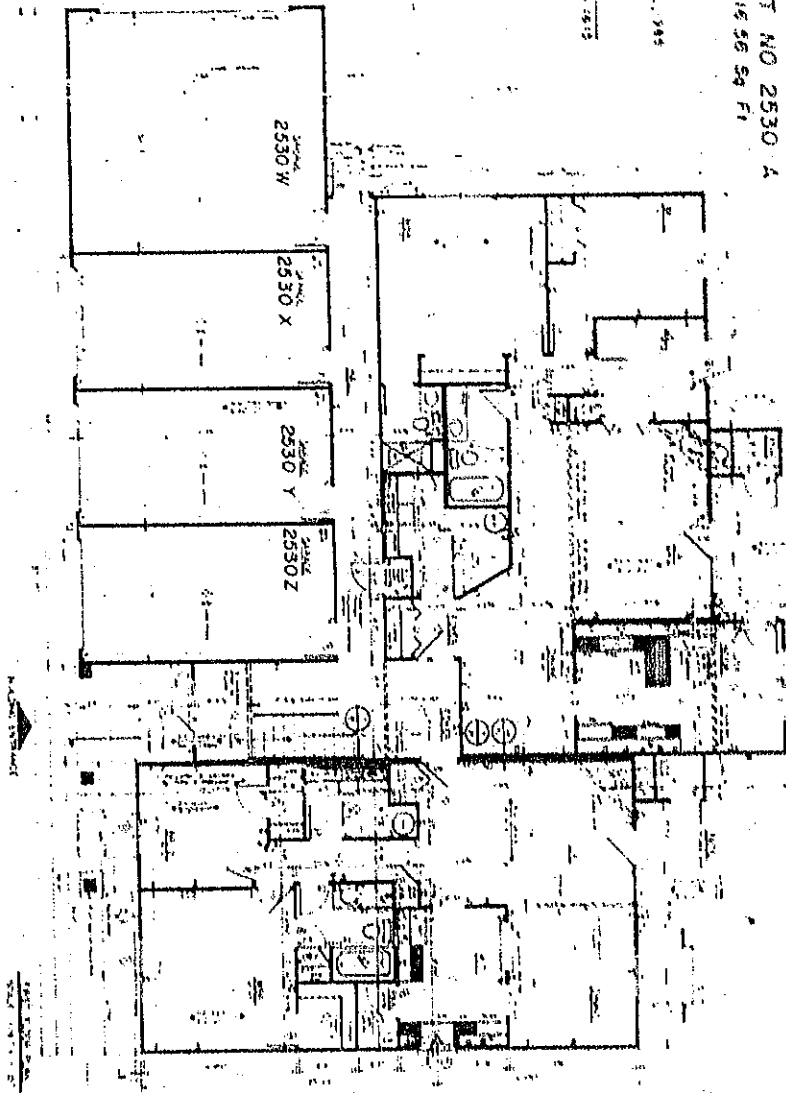
634398

1C

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

UNIT NO. 2530 A  
1316.56 SQ. FT.

27th St. at 1st Ave.  
1316.56 SQ. FT.  
1316.56 SQ. FT.  
1316.56 SQ. FT.  
1316.56 SQ. FT.



UNIT NO. 2530 B  
1008.00 SQ. FT.

ARCHITECTS ENGINEERS, INC.  
1111 W. 1st St. Suite 100  
St. Louis, MO 63102

EXHIBIT 1C  
2007.10.10

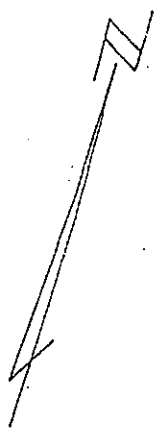


DATE	2007.10.10
BY	ARCHITECTS ENGINEERS, INC.
FOR	UNIT NO. 2530 B
PROJECT	THE VILLAGE AT WESTHAVEN
NO.	1008.00 SQ. FT.

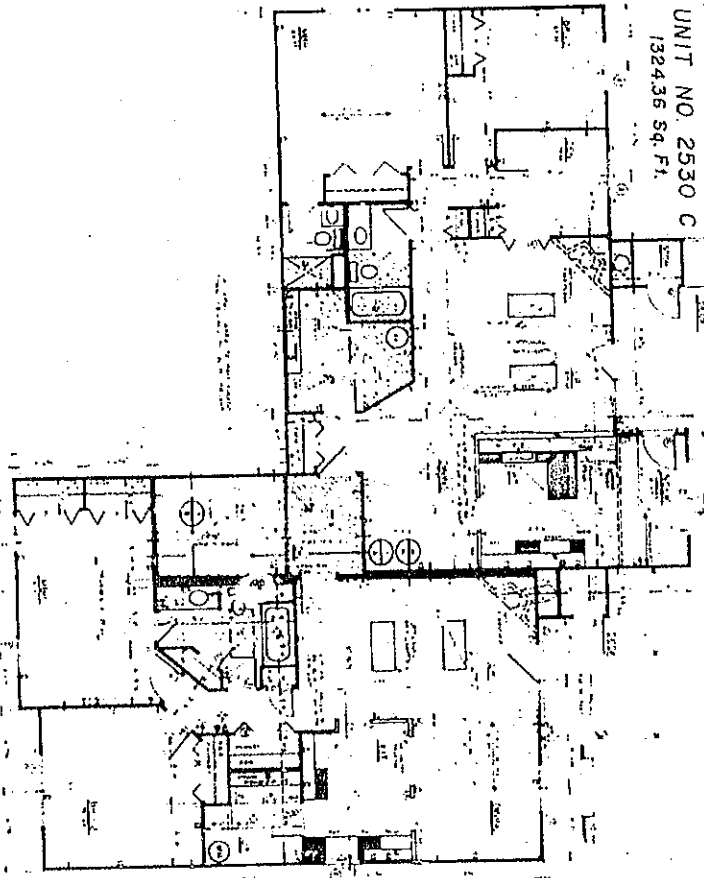
634398

1C

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



UNIT NO. 2530 C  
1324.36 Sq. Ft.

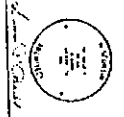


UNIT NO. 2530 D  
1134.50 Sq. Ft.

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

AERO-METRIC ENGINEERING, INC.  
535 NORTH WISCONSIN STREET  
CHILTON, WISCONSIN 5304

EXHIBIT "1C"  
SHEET 1 OF 25



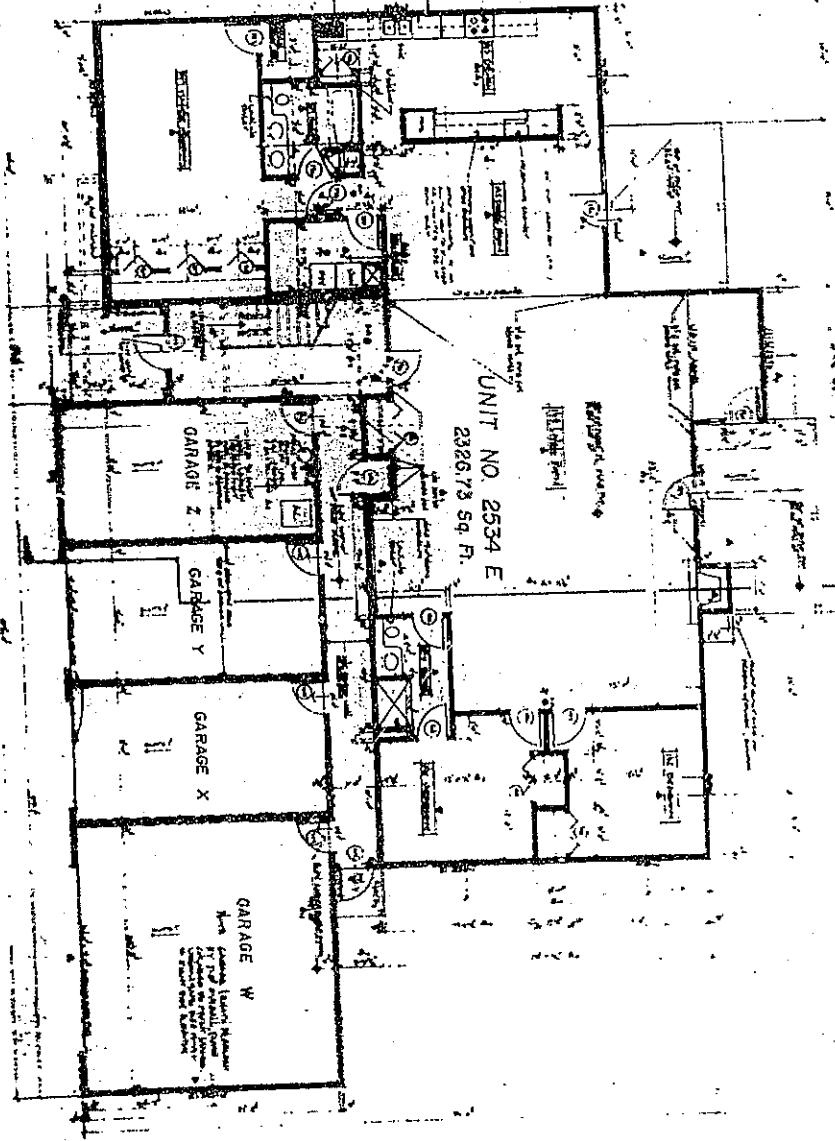
NO.	DATE	DESCRIPTION	BY	CHKD.
1	6/27/85	DISSEMINATE FLOOR PLAN	R.A.D.	
2	6/28/85			
3	6/28/85			
4	6/28/85			
5	6/28/85			
6	6/28/85			
7	6/28/85			
8	6/28/85			
9	6/28/85			
10	6/28/85			
11	6/28/85			
12	6/28/85			
13	6/28/85			
14	6/28/85			
15	6/28/85			
16	6/28/85			
17	6/28/85			
18	6/28/85			
19	6/28/85			
20	6/28/85			
21	6/28/85			
22	6/28/85			
23	6/28/85			
24	6/28/85			
25	6/28/85			

634398  
1C

1C

1C

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



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

EXHIBIT "1C"

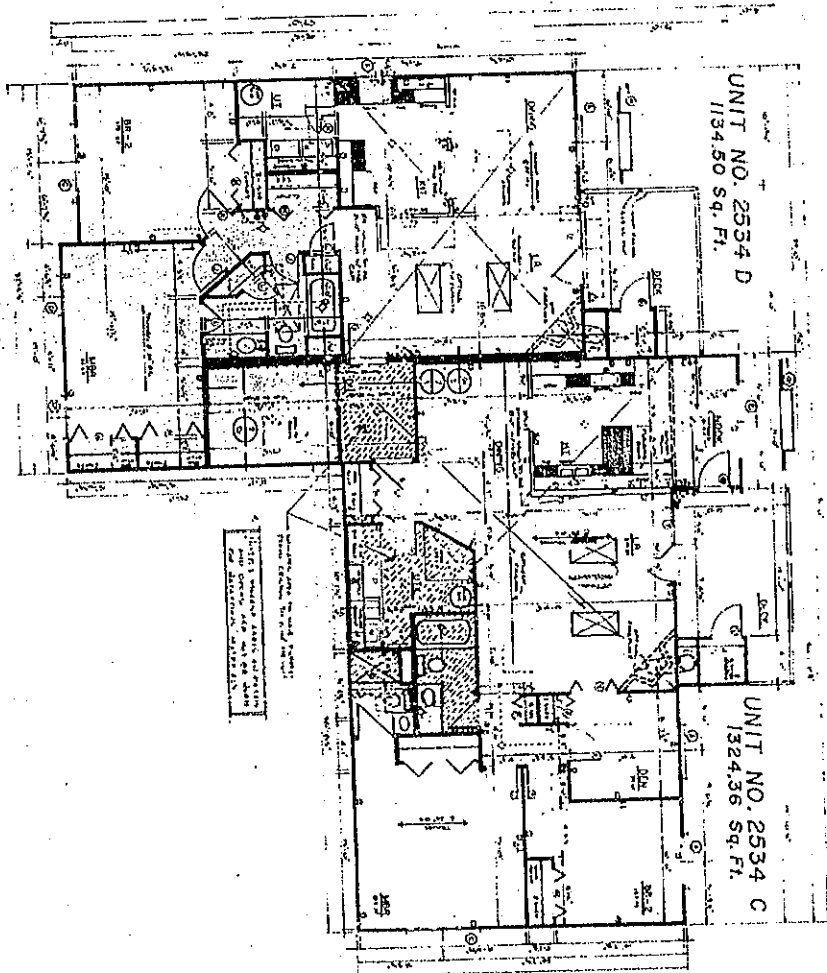
SHEET 22 OF 24

DATED THIS 27th DAY OF June, 1985  
*Ronald A. Dennis*  
WISCONSIN REGISTERED LAND SURVEYOR 5-1615  
RONALD A. DENNIS  
AERO-METRIC ENGINEERING, INC.  
30 WEST WASHINGTON STREET  
CHICAGO, ILLINOIS 60604  
THIS INSTRUMENT ORIGINATED BY RONALD A. DENNIS

634398

1C

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

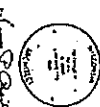


DATED THIS 27TH DAY OF June, 1985  
*Ronald A. Dercks*  
WISCONSIN REGISTERED LAND SURVEYOR S-1615  
RONALD A. DERCKS

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

THIS INSTRUMENT DRAFTED BY RONALD A. DERCKS

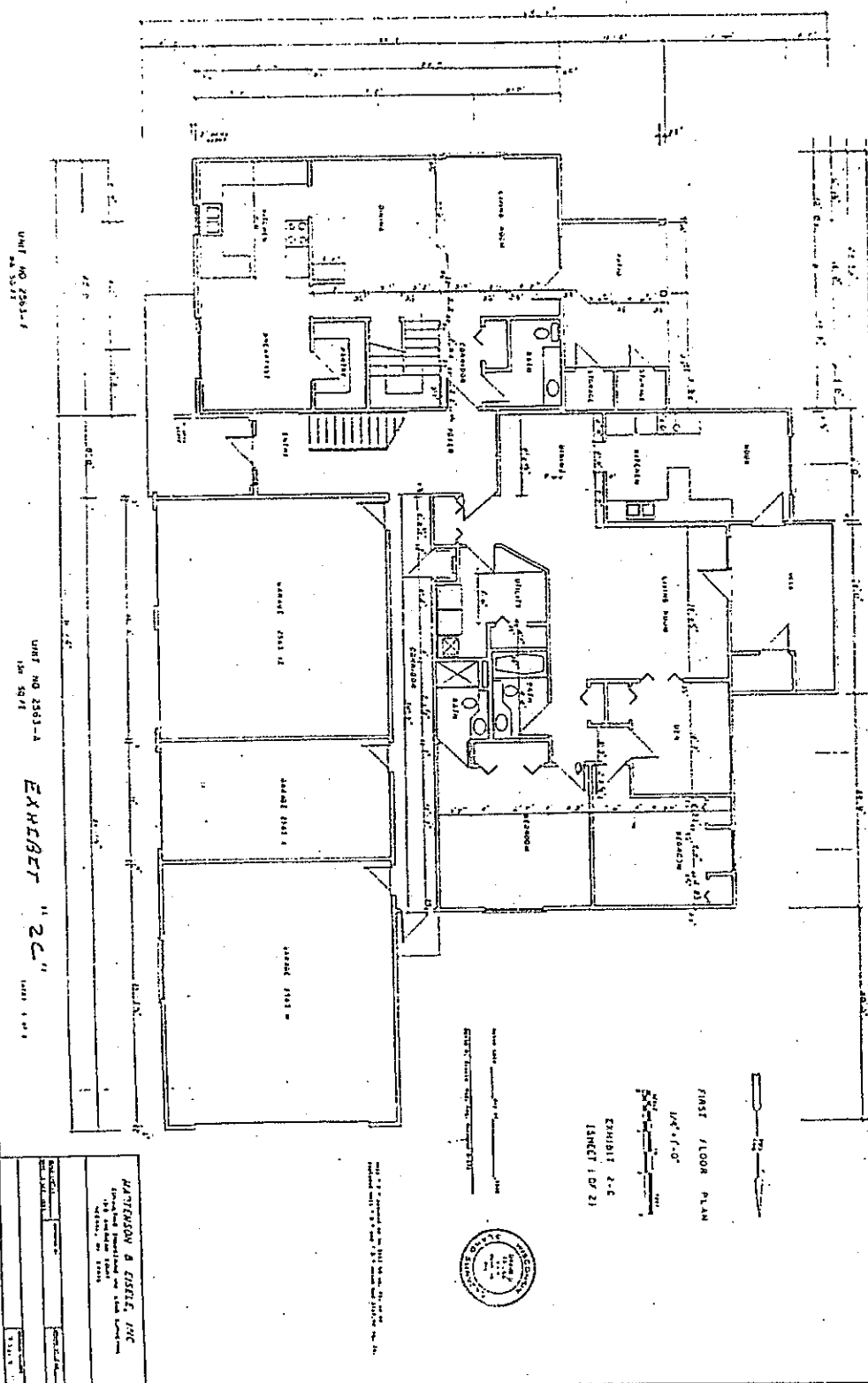
EXHIBIT "1 C"  
SHEET NO. 2 OF 20



DATE	10-23-85
BY	R. A. DERCKS
CHECKED BY	R. A. DERCKS
APPROVED BY	R. A. DERCKS
PROJECT	DIAGNOSTIC FLOOR PLAN
SHEET	23 of 24

634398

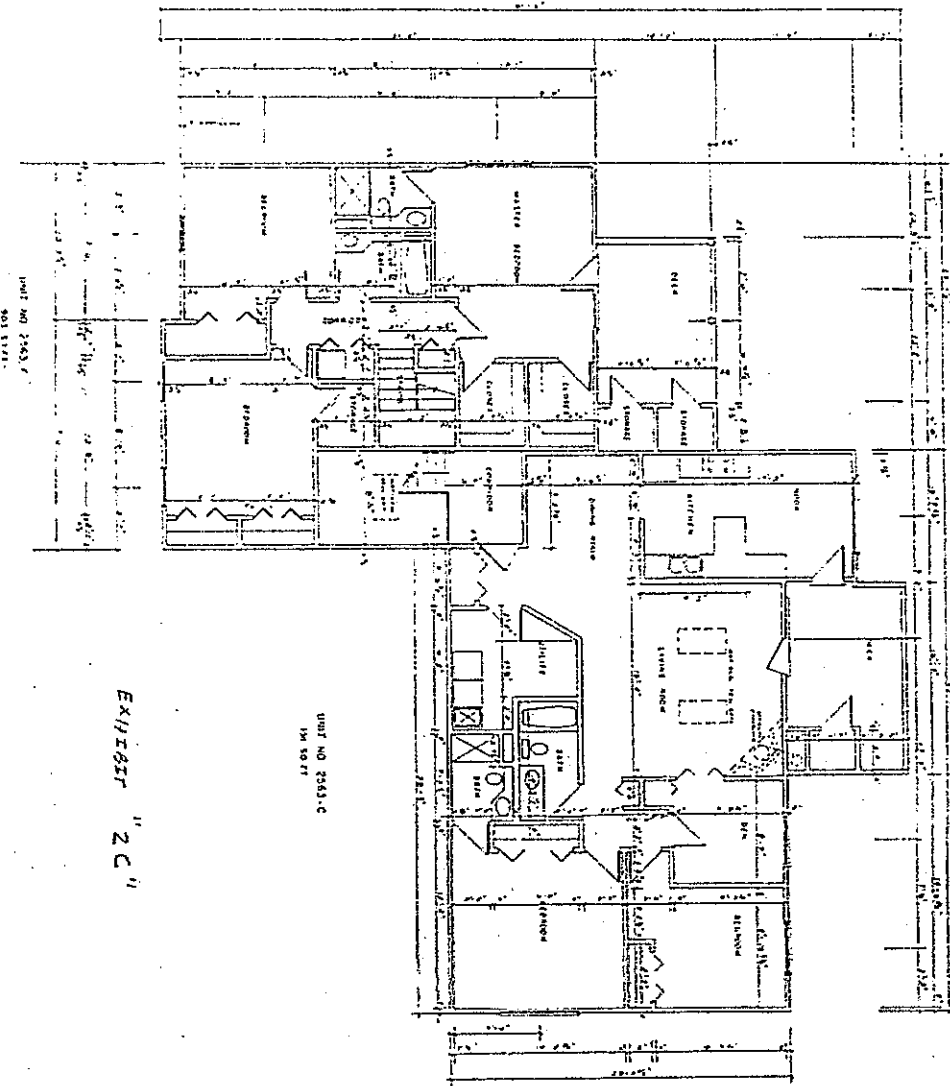
648319



2C

678319

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



UNIT NO 2563-C  
1M 50 FT

EXHIBIT "2C"

SECOND FLOOR PLAN

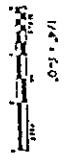


EXHIBIT 2-C  
(SHEET 2 OF 2)



Architect: Harrison & Eissler, Inc.  
Address: 1000 West 10th Street, Suite 100, Los Angeles, CA 90015  
Phone: (213) 481-1111

NOT TO SCALE - SEE THE PLAN FOR DIMENSIONS

HARRISON & ESSLER, INC.	
Architects, Engineers, Planners and Surveyors	
1000 West 10th Street, Suite 100, Los Angeles, CA 90015	
Project No.	2563-C
Sheet No.	2 OF 2
Date	10/1/81

# EXHIBIT 3C

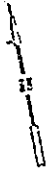
703102

## THE VILLAGE AT WESTHAVEN, A CONDOMINIUM

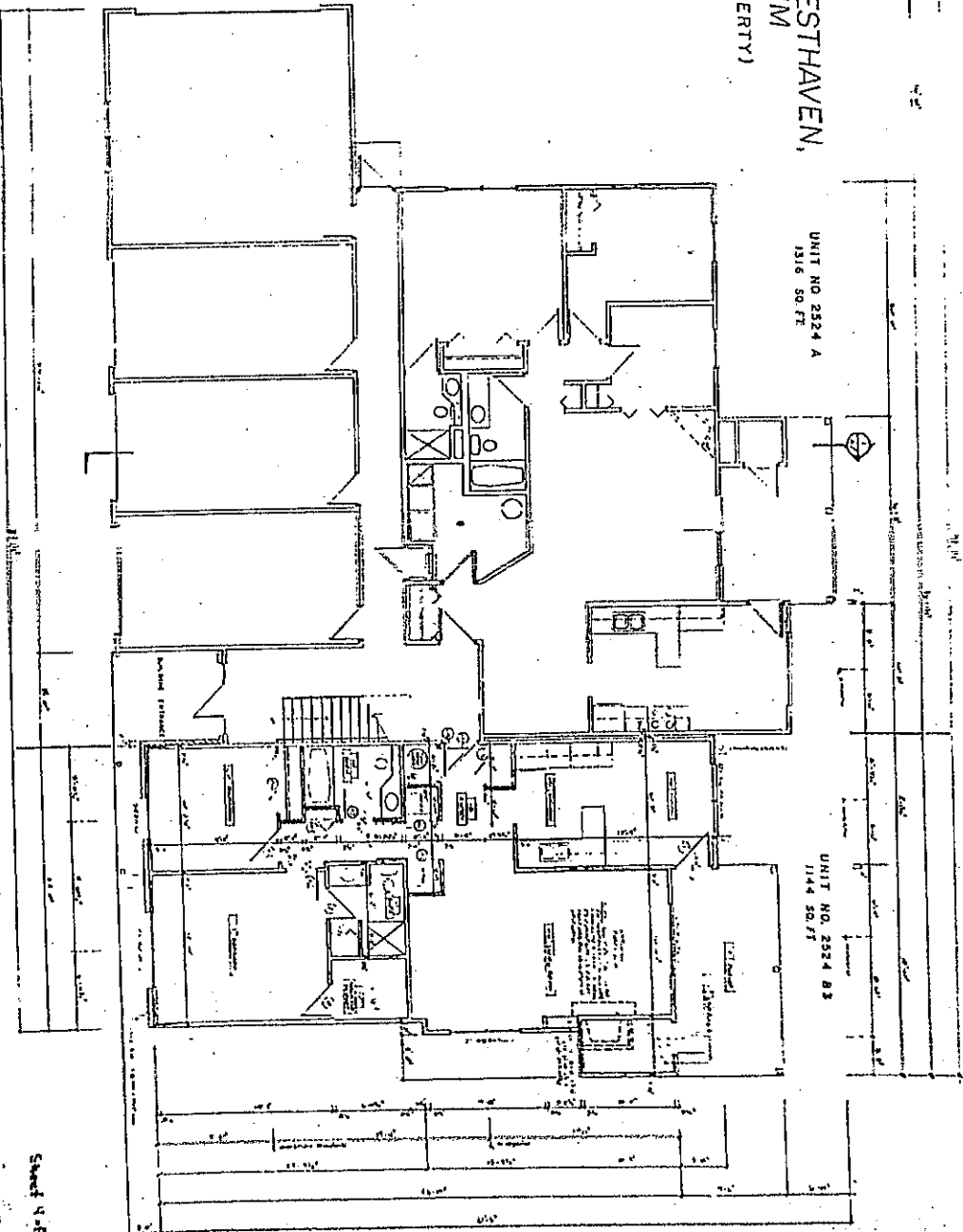
(EXPANSION NO. 1 PROPERTY)  
AMENDMENT NO. 3

220001 1.3.67  
150011 01.21

Adopted by the Board of Directors  
on the 15th day of May 1967



DESIGNED BY  
WESTINGTON & STEEL, INC.  
1000 17th St. N.W.  
Washington, D.C. 20036



FIRST FLOOR PLAN

1/4"=1'-0"

Sheet 4 of 5

3C

703102

THE VILLAGE AT WESTHAVEN,  
A CONDOMINIUM

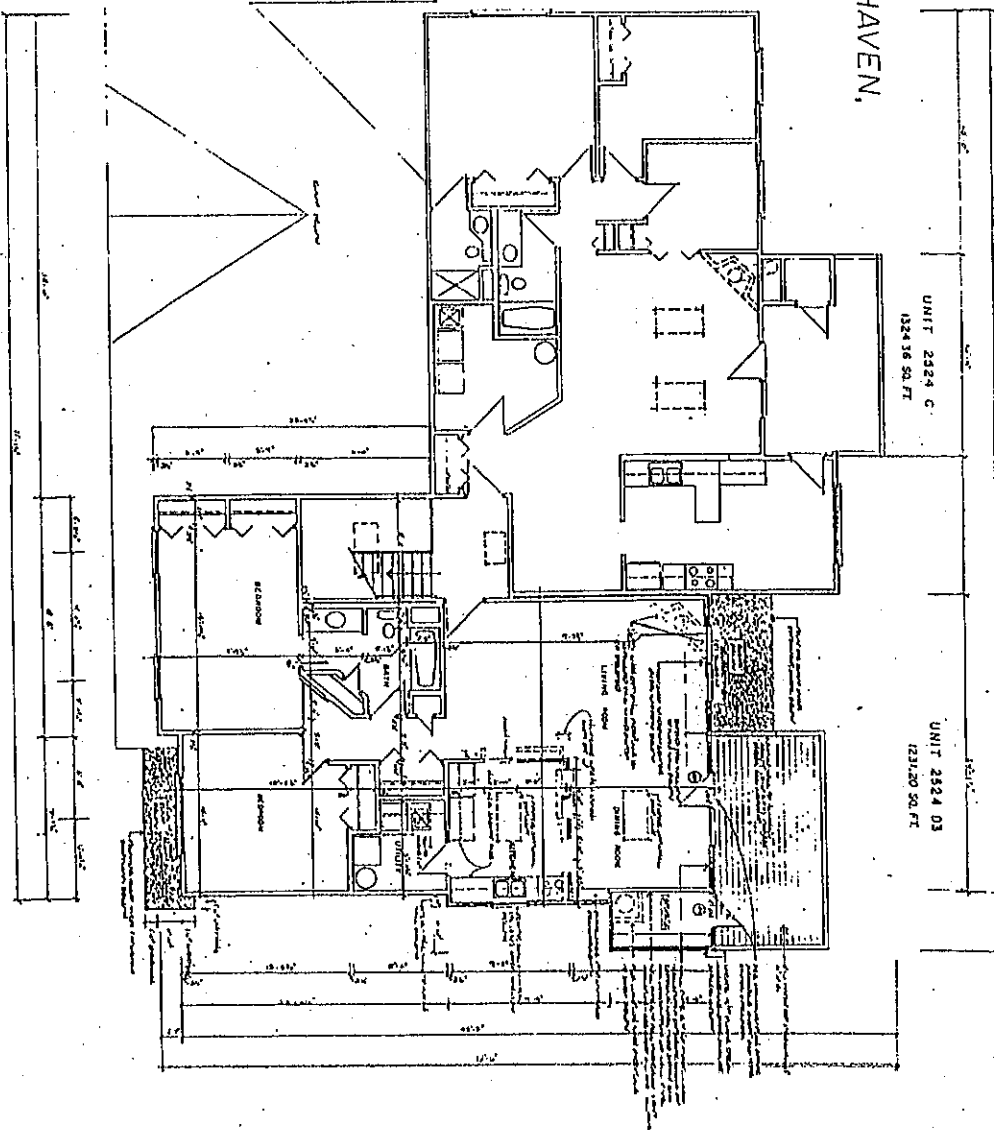
(EXPANSION NO. 1 PROPERTY)  
AMENDMENT NO. 3

EXHIBIT "J.C."  
SHEET 2 OF 21

20015 First Avenue, Suite 200, West Haven, CT 06497  
20015 First Avenue, Suite 200, West Haven, CT 06497



ARCHITECT  
MARTINSON & KISTLER, INC.  
20015 First Avenue, Suite 200  
West Haven, CT 06497



SECOND FLOOR PLAN

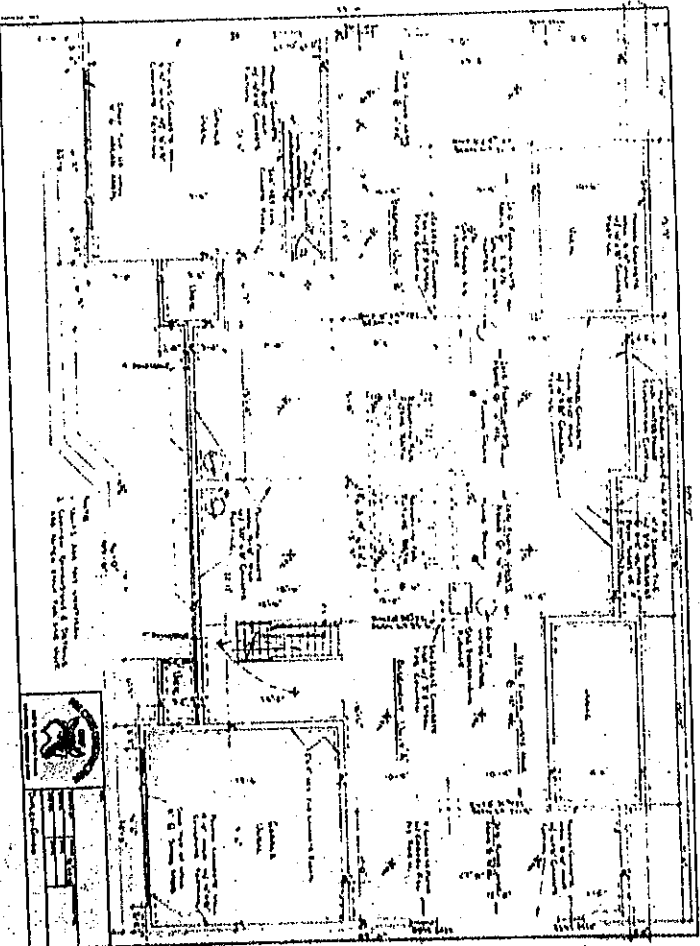
1/4"=1'-0"

Sheet 3 of 5

# EXHIBIT 4C

7/3/87

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



DEED 748348, DE OF August, 1988  
*Robert T. Blum*  
DEED 748348, DE OF August, 1988  
STREET & OWNERS

ALSO SEE: DEED 748348, DE OF August, 1988  
DEED 748348, DE OF August, 1988  
STREET & OWNERS

DEED 748348, DE OF August, 1988  
DEED 748348, DE OF August, 1988  
STREET & OWNERS

DEED 748348, DE OF August, 1988  
DEED 748348, DE OF August, 1988  
STREET & OWNERS

4C

# 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.

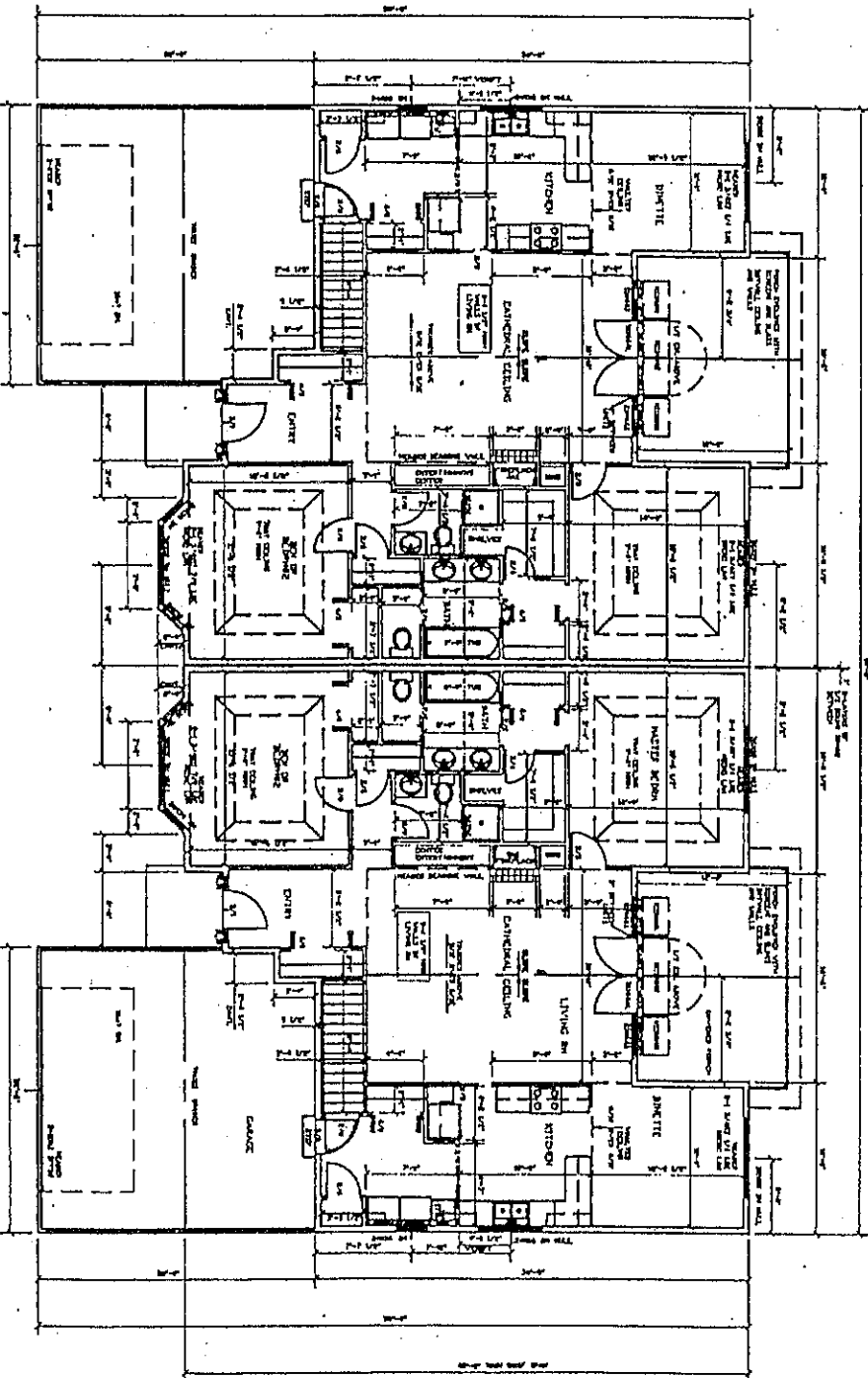
*James C. Kishner*  
JAMES C. KISHNER  
LAND SURVEYOR  
LICENSE NO. 51459  
WISCONSIN

Only if the surveyor's signature is in  
RED is this an original copy. Anything  
other than an original copy may contain  
unauthorized alterations to the original.  
The surveyor's seal is the only  
to not-appear copies of this document.



223 NORTH MADISON STREET  
DEPT. 200  
MILWAUKEE, WISCONSIN 53201  
414-447-7171  
414-447-5311

**Aero-metric**  
ENGINEERING, INC.  
CIVIL, MECHANICAL & ELECTRICAL  
LAND SURVEYING & ENGINEERING  
LAND DEVELOPMENT DIVISION

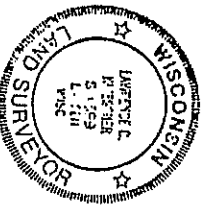


SHEET 2 OF 4

5C

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

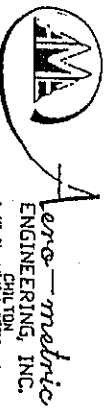
TYPICAL FOR:  
FIRST FLOOR  
UNIT NO. 2593/2591  
1645 SQ. FT.  
78'-2"



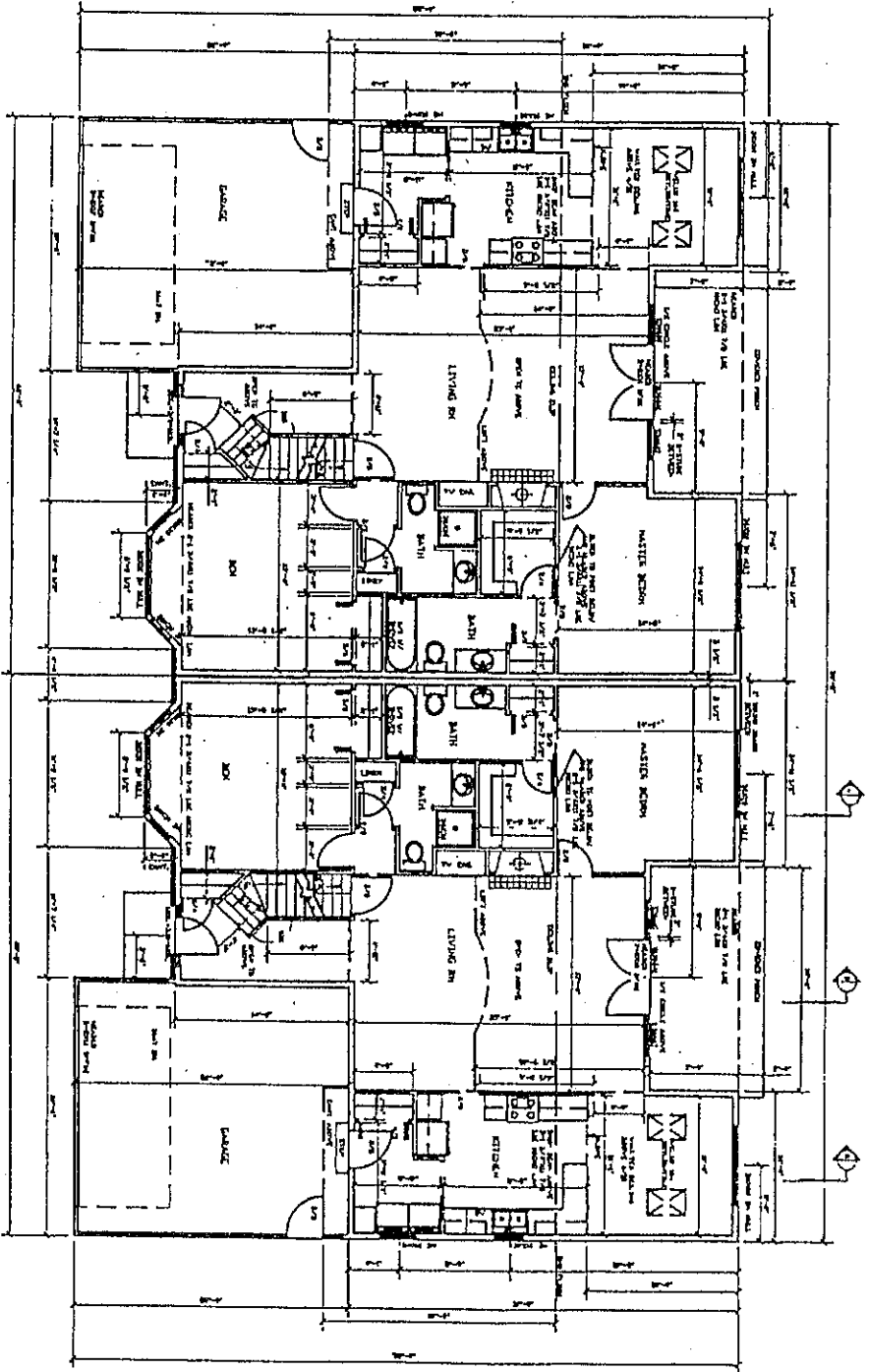
Dated this 18th day of April, 1994.

*Lawrence C. Krieger*  
WISCONSIN REGISTERED LAND SURVEYOR  
License No. 51159  
Lawrence C. Krieger, S-1598

Only if the surveyor's signature is in  
RED & this is an original copy. Anything  
other than an original copy may contain  
alterations and is not acceptable.  
This surveyor accepts no responsibility  
for non-original copies of this document.



Aero-metric  
ENGINEERING, INC.  
525 NORTH WAVERLY STREET  
DULUTH, WISCONSIN 52001  
715-432-7788  
FAX 715-432-7788  
LAND PLANNING & DESIGN DIVISION  
PROPERTY SURVEYING & DEVELOPMENT  
LAND INFORMATION SYSTEMS

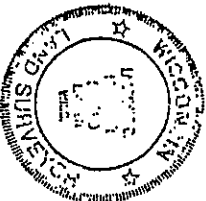


SHEET 3 OF 4

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.

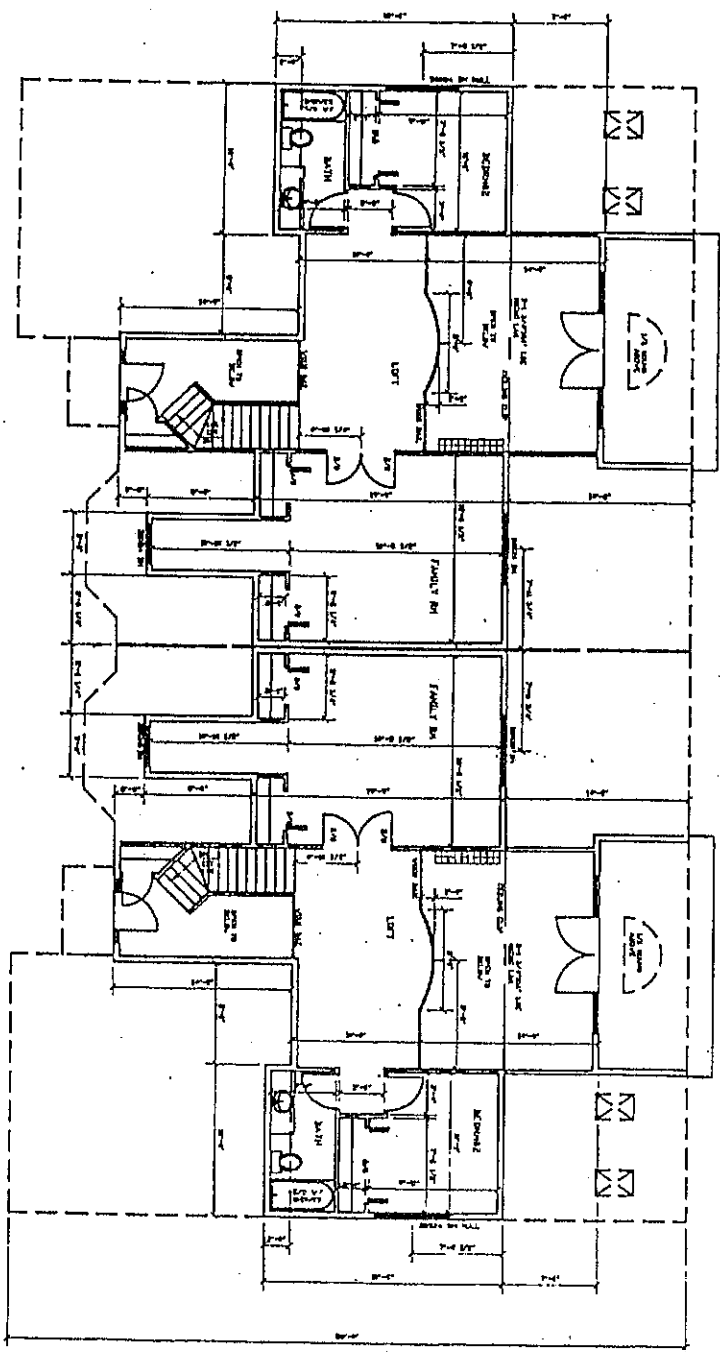
*James C. Kuebler*  
JAMES C. KUEBLER  
WISCONSIN REGISTERED LAND SURVEYOR  
License No. 1598

Only if the surveyor's signature is in  
RED in this 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.



229 NORTH WALTON STREET  
CHICAGO, ILLINOIS 60610  
312-443-7710  
800-422-5310

**Aero-metric**  
ENGINEERING, INC.  
CHICAGO, ILLINOIS  
LAND PLANNING & SURVEYING  
PROJECT SURVEY & SUBDIVISION  
ENGINEERING DESIGN SERVICE  
LAND INFORMATION SYSTEMS



SHEET 4 OF 4

SCALE	DATE	ALL RIGHTS RESERVED BY SURVEYOR
DRAWING NO.		SHEET NO.