

EXECUTIVE SUMMARY

Condominium Name: **CREEKSIDE OWNERS' ASSOCIATION**

This Executive Summary was prepared or revised on **January 15, 2024**

This Executive Summary highlights some of the information prospective purchasers are most interested in learning, as well as some of the information they should consider when contemplating the purchase of a residential condominium unit. The following sections either briefly summarize pertinent information or direct prospective buyers to specific documents, sections and/or pages of the condominium materials that discuss a topic in detail. A section identified with an icon may refer a prospective purchaser to specific page numbers or sections of the condominium materials for more information about a topic.

This summary is not intended to replace the prospective purchaser's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents or legal advice.

1. Condominium Association Management and Governance

- Condominium association name: **CREEKSIDE OWNERS' ASSOCIATION**
- Association address: **2505 Crosscreek Dr., Sheboygan, WI 53081**
- The association is managed:
 - **By the Unit Owners (self-managed)**
- Person(s) to be contacted for more information about the condominium
 - **Office of Creekside Owners' Association**
- Address, phone number, and other contact information for the contact person
 - **2505 Crosscreek Dr., Sheboygan, WI 53081 920-458-7753**
 - For condominium document references regarding association governance and a condominium contact person, see **Cecelia Mondloch**

2. Parking

- Number of parking spaces assigned to each Unit: **Two (2)**
Number Outside **One (1) in front of garage** Inside **One (1)**
Included as part of the unit
- Parking fees (include separate maintenance charges, if any) **No**
- Parking assignments reserved or designated on the plat or in the condominium documents:
Yes Section 3.4 of Declarations
- Parking spaces assigned to a unit by a separate deed: **No**
- Ability to transfer parking spaces between Unit Owners: **No**
- Describe parking available for visitors **All parking not in driveways**
- Describe any other parking restrictions **N/A**
 - For condominium document references to parking, see **Declaration & Rules & Regulations**

3. Pets

- Are pets allowed? **Yes** describe kinds of pets allowed
Dogs & Cats 30# or less See Rules & Regulations
- Pet rules and restrictions:
2 per unit 8 ft. leash Clean Up See Rules & Regulations

- For condominium document references regarding pet rules, see **Rules/Regulations**
4. **Unit Rentals**
- May Unit Owners rent out their condominium units? **Yes** describe the limitations and restrictions on unit rentals: **By Lease, six months or more**
 - For condominium document references regarding unit rentals, see **Bylaws**
5. **Special Condominium Amenities or Features**
- Club House Rental \$25 fee**
(Describe any special amenities and features)
- Are Unit Owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course? **No**
 - For condominium document references regarding special amenities, see **Rules & Regulations**
6. **Unit Maintenance and Repair Responsibilities**
- A Unit Owner's responsibilities for unit maintenance and repair include:
All maintenance and repairs within the unit. Owners are responsible for damage to other units and common property caused by them.
 - For condominium document references regarding unit maintenance and repair responsibilities, see:
By Laws Sections 6.2 & 6.3
Declaration Article IX, Section 9.1, 9.2
Declaration Article IV, Section 4.3
7. **Common Element and Limited Common Element Maintenance, Repair and Replacement**
- Person(s) responsible for common element maintenance, repair and replacement:
 - **Contracted Company**
 - Repair and replacement of the common elements is paid for by:
 - Unit Owner Assessments**
 - Reserve funds**
 - Both**
 - Other (specify): Special Assessment**
 - Person(s) responsible for limited common element maintenance, repair and replacement: **Owner or Contracted Company**
 - Repair and replacement of the limited common elements is paid for by:
 - Unit Owner Assessments**
 - Reserve funds**
 - Both**
 - Other (specify) Special Assessments**
 - For condominium document references regarding common element and limited common element maintenance, repair and replacement, see:
Declaration Article IV, Sec. 4.3; Article IX, Sec. 9.1, 9.2
8. **Reserve Funds**
- Does the condominium association maintain reserve funds for the repair and replacement of the common elements? **Yes**
 - Does the association have a Statutory Reserve Account?
Yes – Reserve Balance is **\$26,550.36**
- Note:** This amount is current as of the date this Executive Summary was prepared or revised.
- For condominium document references regarding this condominium's reserve funds for repairs and replacements, see **By Laws Amendment dated 1/30/2006**

Note: A “Statutory Reserve Account” is an account established under Wis. Stat. 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with up to 12 residential units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period has ended, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. A condominium may have other reserve accounts that are not statutory reserve accounts.

9. Fees on New Units

- Are there provisions excusing the declarant (developer) from paying assessments or modifying the declarant’s obligation to pay assessments for the units still owned by the declarant during the period of declarant control?

Not applicable (declarant control has ended)

- Describe other provisions in the declaration, bylaws, or budget addressing the levying and payment of assessments on units during the period of declarant control: **N/A**
 - For condominium document references to condominium fees during the declarant control period, see:

N/A

10. Expansion Plans

- Has the Declarant (developer) reserved the right to expand this condominium in the future?

No

11. Unit Alteration and Limited Common Element Enclosure

- Unit Owner may alter a unit or enclose limited common elements: **Yes**
- Describe the rules, restrictions and procedures for altering a unit:
 - Must have approval of the full Board; Structural changes require special approval.**
- Describe the rules, restrictions and procedures for enclosing limited common elements;
 - Request in writing to the Board; Becomes owner’s responsibility**
 - For condominium document references to unit alterations and limited common element enclosures, see:

Declaration Sec. 9.1, 9.2, 4.3

Rules and Regulation

12. First Right of Purchase

- The condominium association has a right of first purchase, also sometimes referred to as a right of first refusal, when a condominium unit is offered for sale: **No**

13. Transfer Fee

- The condominium association charges a fee in connection with the transfer of ownership of a unit: **No**

14. Payoff Statement Fee

- Condominium association charges a fee for providing a payoff statement regarding unpaid unit assessments and charges: **No**

15. Disclosure Materials Fee

- Condominium association charges a fee for providing the condominium disclosure materials a unit seller must provide to a prospective unit buyer
 - Yes** amount charged: **\$25.00**
- For condominium document references regarding fees charged for providing the condominium disclosure materials, see: **Rules & Regulations**

16. Other restrictions or features (optional):

17. Amendments

Condominium materials can be amended in a way that might change the rights and responsibilities of Unit Owners. Wisconsin law allows the Unit Owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter a Unit Owner's legal rights and responsibilities with regard to the condominium unit, including some of the information included in this Executive Summary. Unit Owners and prospective purchasers should review the amendment requirements in the declaration, bylaws, rules and regulations, or other condominium documents.

- For condominium document references regarding condominium document amendment procedures and requirements, see:

Declaration Sec. 12.3

By Laws Sec. 7.1

This Executive Summary was prepared on the date stated on page one by

Cecelia Mondloch, Secretary

(print name and title or position)

Instructions for Completing the Executive Summary. The Executive Summary is one of the condominium disclosure documents that must be furnished to a prospective purchaser of a residential condominium unit. The Executive Summary addresses the topics set forth in Wis. Stat. 703.33(1)(h) in clear, plain language or by indicating the location within the disclosure materials where the information may be found. The Executive Summary must state the date on which it is prepared or revised. It shall be revised whenever a change in the condominium materials necessitates a corresponding revision to the Executive Summary. The preparer of the Executive Summary should consult an attorney with any questions concerning preparation of the Executive Summary.

Executive Summary Legal Requirements. Per Wis. Stat. 703.33(1m), the declarant (developer) or the association is responsible for preparing the Executive Summary and revising it whenever a change is made in the disclosure materials that necessitates a corresponding revision to the Executive Summary. An Executive Summary must appear in the condominium disclosure materials directly following the index {{Wis. Stat. 703.33(2)}, and must be attached as an addendum to the real estate condition report that a seller gives to a prospective purchaser, generally before the prospective purchaser writes an offer to purchase {Wis. Stat. 709.02}. An Executive Summary may not be required as part of the disclosure materials for a "small condominium" (up to twelve residential units), depending upon the elections made in the declaration {Wis. Stat. 703.365(1) & (8)}.

CAUTION: NEITHER REAL ESTATE LICENSEES NOR UNIT OWNERS SHOULD COMPLETE THIS FORM!

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

June 7, 2022