

EXECUTIVE SUMMARY

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This Executive Summary highlights some of the information that prospective condominium buyers are most interested in learning, as well as some of the information that they should consider when contemplating the purchase of a condominium unit. The following sections either briefly summarize pertinent information by answering the questions asked, direct prospective buyers to specific sections of the condominium disclosure materials that discuss each topic in detail (at the  icon), or may be completed to both summarize the information and refer to the condominium documents. *This summary, however, is not intended to replace the buyer's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents.*

Condominium Name: Liberty Creek Condominiums

How is the condominium association managed?

- ◆ What is the name of the condominium association? LibertyCreekCondominiumsOwners'AssocInc
- ◆ What is the association's mailing address? 4508 Dollar Dr., West Bend, WI 53095
- ◆ How is the association managed? ☐ By the unit owners (self-managed) ☐ By a management agent or company ☒ By the declarant (developer) or the declarant's management company
- ◆ Whom should I contact for more information about the condominium and the association? Jim Emmer
(management agent/company or other available contact person)
- ◆ What is the address, phone number, fax number, web site & e-mail address for association management or the contact person? 4508 Dollar Dr., West Bend, WI 53095 (262) 629-4747 Fax (262) 629-4711 no website

 For specific information about the management of this association, see Declaration Article XII Association of Unit Owners, Pages 18-20

What are the parking arrangements at this condominium?

- ◆ Number of parking spaces assigned to each unit: 4 How many Outside? 2 How many Inside? 2
☐ Common element ☒ Limited common element ☒ Included as part of the unit ☐ Separate non-voting units ☐ Depends on individual transaction [check all that apply]
- ◆ Do I have to pay any extra parking fees (include separate maintenance charges, if any)? ☒ No ☐ Yes, in the amount of \$ _____ per _____ ☐ Other (specify): _____
- ◆ Are parking assignments reserved or designated on the plat or in the condominium documents?
☒ No ☐ Yes - Where? _____ Are parking spaces assigned to a unit by deed? ☒ No ☐ Yes Can parking spaces be transferred between unit owners? ☒ No ☐ Yes
- ◆ What parking is available for visitors? seperate guest parking per Plat
- ◆ What are the parking restrictions at this condominium? Motor vehicles must be parked within the garage

 For specific information about parking at this condominium, see Rules & Regulations, Page 43 of the By-Laws

May I have any pets at this condominium?

- ◆ ☐ No ☒ Yes - What kinds of pets are allowed? birds, fish, cats(2), dogs(1)
- ◆ What are some of the major restrictions and limitations on pets? dogs must be 30lbs or less, birds to be kept in cages within the unit

 For specific information about the condominium pet rules, see Declaration, Sec. 8.07 & Rules & Regulations, Page 43 of the By-Laws

May I rent my condominium unit?

- ◆ ☐ No ☒ Yes - What are the major limitations and restrictions on unit rentals? Tenant(s) must abide by all Rules & Regulations of the Association By-Laws & Covenants

📖 For specific information about renting units at this condominium, see Declaration, Article VIII, Covenants On Use & Occupancy, Sec. 8.14, Page 13

Does this condominium have any special amenities and features?

- ◆ ☒ No ☐ Yes - What are the major 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 ☐ Yes - What is the cost? \$ _____

📖 For specific information about special amenities, see N/A

What are my maintenance and repair responsibilities for my unit?

- ◆ A Unit Owner must maintain and repair See Declaration, Article VI, Repairs & Maintenance (Pg. 7)

📖 For specific information about unit maintenance and repairs, see Declaration, Article VI, Repairs & Maintenance (Pg. 7)

Who is responsible for maintaining, repairing and replacing the common elements and limited common elements?

- ◆ Common element maintenance, repair and replacement is performed as follows: By Association as needed per Declaration

- ◆ How are repairs and replacements of the common elements funded? ☐ Unit owner assessments ☐ Reserve funds ☒ Both ☐ Other (*specify*): _____

- ◆ Limited common element maintenance, repairs and replacement is performed as follows: By Association as needed per Declaration

- ◆ How are repairs and replacements of the limited common elements funded? ☐ Unit owner assessments ☐ Reserve funds ☒ Both ☐ Other (*specify*): _____

📖 For specific information about common element maintenance, repairs and replacements see Declaration, Article VI-Repairs & Maintenance, Sec. 6.01

Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☒ Yes ☐ No Is there a Statutory Reserve Account (*see note on page 3*)? ☐ Yes ☒ No

📖 For specific information about this condominium's reserve funds for repairs and replacements, see _____

How are condominium fees paid for on the developer's new units that have not yet been sold to a purchaser?

- ◆ Is the developer's obligation to pay fees for unsold units different than the obligation of new unit purchasers to pay fees on their units? ☐ Not applicable (no developer-owned units) ☐ No ☒ Yes - In what way? Dues will begin to be paid upon transfer (sale) of unit to new owner.

- ◆ Are there any special provisions for the payment of assessment fees that apply only during the developer control period? ☐ No ☒ Yes - Describe these provisions: Assessment(s) will begin to be paid upon transfer(sale) of unit to new owner.

 For specific information about condominium fees during the developer control period, see Declaration, Article VII, Assessments for Common Expenses, Sec. 7.15

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

- ◆ ☒ No ☐ Yes - How many additional units may be added through expansion? _____ units
- ◆ When does the expansion period end? _____
- ◆ Who will manage the condominium during the expansion period? _____

 For specific information about condominium expansion plans, see _____

May I alter my unit or enclose any limited common elements?

- ◆ Describe the rules, restrictions and procedures for altering a unit: See Below
- ◆ Describe the rules, restrictions and procedures for enclosing limited common elements: See Below

 For specific information about unit alterations and limited common element enclosures, see Declaration, Article VI, Repairs & Maintenance, Page 7

Can any of the condominium materials be amended in a way that might affect my rights and responsibilities?

- ◆ Yes, 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 your legal rights and responsibilities with regard to your condominium unit.

 For specific information about condominium document amendment procedures and requirements, see Declaration, Article XV-Miscellaneous Provisions, Sec. 15.05

Other restrictions or features (optional): n/a

This Executive Summary was prepared on April 1, 2020 (insert date)
by Jim Emmer/Declarant/Developer (state name and title or position).

***Note:** A "Statutory Reserve Account" is a specific type of reserve 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 less than 13 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 ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. Existing condominiums must establish a statutory reserve account by May 1, 2006 unless the association elects to not establish the account by the written consent of a majority of the unit votes. Condominiums may also have other reserve fund accounts used for the repair and replacement of the common elements that operate apart from §703.165.