

CONDOMINIUM ADDENDUM TO REAL ESTATE CONDITION REPORT

1 THIS CONDOMINIUM ADDENDUM TO REAL ESTATE CONDITION REPORT (REPORT) IS AN ADDENDUM TO THE REAL ESTATE
2 CONDITION REPORT DATED August 7th, 2024 CONCERNING THE PROPERTY LOCATED AT
3 N6557 Westwind Dr.
4 Fond du Lac (STREET ADDRESS), IN THE (CITY) (~~VILLAGE~~) (TOWN) **STRIKE TWO**
5 OF _____, COUNTY OF Fond du Lac, STATE OF WISCONSIN.

6 This Report is given in compliance with Wis. Stat. § 709.02(2) and is not a substitute for a professional review of the condominium
7 documents and disclosure materials.

8 **I. CONDOMINIUM IDENTIFICATION and SELLER CONTACT INFORMATION**

9 Name of Condominium: Westwind Villas

10 Unit Number: N6557

11 This Condominium was created by the recording of the condominium instruments with the Office of the Register of Deeds on
12 _____ (insert date).

13 The contact information for the (Unit Owner) (Unit Owner's agent/listing broker) **STRIKE ONE** is as follows:

14 Name: Joe French

15 Address: 439 S. Main St.

16 Phone Number(s): 920-960-6761

17 E-mail address (optional): joe@ppfdl.com, frenchjoe@hotmail.com

18 **II. CONDOMINIUM ASSOCIATION INFORMATION**

19 Name of the Condominium Association: Westwind Villas Condominium

20 Address of the Condominium Association: _____

21 This Condominium Association is self-managed has hired or retained management **CHECK ONE**.

22 Contact Information (Association representative who can address the sale or the condominium in general):

23 Name: Eugene Meier

24 Address: _____

25 Phone Number(s): 920-579-7361

26 E-mail address (optional): meierfdl@outlook.com

27 **III. CONDOMINIUM ASSESSMENTS, FEES and CHARGES**

28 The Unit Owner is responsible for the following current condominium assessments, fees, special assessments and other charges
29 (itemize) (Optional: attach a copy of the current budget for easy reference.): None

30 _____ Have all current charges been paid? Yes No **CHECK ONE**

31 **IV. EXECUTIVE SUMMARY**

32 A copy of the Executive Summary is attached unless this is a small condominium electing Wis. Stat. § 703.365(8) disclosure
33 requirements. Check with the Condominium Association to be sure that it is the most current version.

34 The information in this Report is true, correct and current to the best of the Unit Owner's knowledge.

35 Unit _____ Unit _____

36 Owner Eugene W Meier Date 8-7-24 Owner _____ Date _____

37 Print Name Here ▶ Eugene Meier Print Name Here ▶ _____

38 Buyer acknowledges receipt of a copy of this Report. Check if condominium disclosure materials have been received.

39 Buyer _____ Date _____ Buyer _____ Date _____

40 Print Name Here ▶ _____ Print Name Here ▶ _____

41 RESIDENTIAL CONDOMINIUM CONCEPTS

42 In general terms, residential Condominiums take what otherwise might have been an apartment, townhouse or house, and permits
 43 individual sales of the separate dwelling Units. All of the dwelling Unit owners own the common areas together and collectively pay
 44 for the upkeep and other common expenses. A Condominium, however, is not like living in an apartment because the owner is
 45 usually responsible for the maintenance and repair of everything within the Unit - the property manager does not take care of it, as
 46 would be the case with a tenant. To understand Condominium ownership, an understanding of certain key concepts is needed.

47 ■ **Declaration:** The Declaration is a written document that creates a Condominium from one or more parcels of real estate. In the
 48 Declaration, the owner declares his or her property to now be a Condominium. The Declaration divides the property into several
 49 smaller parcels: Units, which are individually owned, and the Common Elements, which are owned in common by all of the Unit
 50 owners together. The Declaration sets out what percentage of ownership interest in the Common Elements is assigned to each
 51 Unit, and the number of votes that the owner of each Unit has in the Association.

52 ■ **Declarant:** The Declarant is the builder or developer who declares his or her property to be a Condominium by recording the
 53 Declaration and plat maps. The Declarant may reserve a period of "Declarant Control" that gives the Declarant time to finish
 54 construction of the Condominium project and/or to sell the Units. During this period, the Declarant exercises the powers and
 55 responsibilities of the Association through its exclusive right to appoint the directors to the Association board. As the Units are sold
 56 to purchasers, elections are held at different intervals and the Unit owners (other than the Declarant) elect an increasing number of
 57 the directors. Declarant Control lasts up to ten years in expandable Condominiums and up to three years in other Condominiums.

58 ■ **Unit:** A Unit is the part of the Condominium that is privately owned and used by the Unit owner. A Unit owner has exclusive
 59 ownership and possession of his or her Unit. The statutes define Unit in terms of cubicles of air, enclosed spaces located on one or
 60 more floors, and rooms. A Unit may also include structural parts of a building (walls, wood frame) or a Unit may be a whole
 61 building, a building plus the surrounding land, or just land (similar to a lot). Units may also include separate areas that are some
 62 distance apart. For example, a Unit may include a dwelling plus a storage area, patio or parking space. The boundaries of each Unit
 63 are defined in the Declaration, which may describe the perimeter walls, sometimes known as the "perimetric boundaries," the upper
 64 boundaries and the lower boundaries. Generally, everything within these boundaries will be part of the Unit. Therefore, each Unit's
 65 boundaries may impact the Unit owner's maintenance responsibilities, ability to make improvements or alterations, and insurance
 66 liability.

67 ■ **Common Elements:** Common Elements means everything else in the Condominium that is not a Unit. In a typical residential
 68 Condominium, the Common Elements may include the land, the exterior and common areas of buildings (entranceway, halls,
 69 elevator, meeting room, etc.), landscaping, roads, any outside parking areas, outdoor lighting, any recreational facilities (swimming
 70 pool, tennis courts, clubhouse, etc.) and all other common areas and amenities.

71 ■ **Limited Common Elements:** The Limited Common Elements are Common Elements that are identified in the Declaration or plat
 72 as reserved for the exclusive use of less than all of the Unit owners. Typically, a Limited Common Element will be reserved for the
 73 use of just one Unit. Basically, you don't own it individually, but you are the only one who may use it. This exclusive use, however,
 74 may be subject to restrictions stated in the Declaration, Bylaws or Condominium rules and regulations. Limited Common Elements
 75 may include features like a storage area, patio, balcony, garage parking space, or a boat slip.

76 ■ **Percentage Interests:** Every Unit owner shares in the ownership of the Common Elements with the other owners. Each Unit is
 77 allotted a portion of this ownership interest called the Percentage Interests. The Percentage Interests are stated in the Declaration
 78 and come automatically with the ownership of a Unit. The Percentage Interests often determine the share of common expenses that
 79 the Unit owner must pay for the repair and maintenance of the Common Elements and for the operation of the Association.
 80 Percentage Interests may be an equal percentage for all Units, in proportion to the square footage of the Units, based upon the
 81 location or value of the Units, or based upon some other formula stated in the Declaration.

82 ■ **Association:** The Association is the entity that the Unit owners use to act together as a group to manage and maintain the
 83 Condominium property and finances. This group will be either a nonstock, nonprofit corporation or an unincorporated Association.
 84 Every Unit owner is automatically a member of the Association and votes for the Association directors who, on behalf of the
 85 Association, manage and maintain the Common Elements, adopt budgets and set the amount of the fees or assessments paid by
 86 the Unit owners for the Association's common expenses. The Association directors typically are responsible for the maintenance of
 87 the Condominium property, including lawn and garden care, snow removal, painting, roofs, and amenities such as swimming pools
 88 and tennis courts. They are responsible for collecting assessment fees, maintaining books and records, overseeing reserve funds,
 89 preparing financial reports, and filing tax returns. The board of directors is responsible for enforcing the rules and providing
 90 disclosure materials for Unit sales. Some or all of these functions may be delegated to a Condominium manager or other
 91 professionals such as accountants.

92 ■ **Assessment Fees:** The Association sets a budget for all of the Condominium expenses and divides those expenses among the
 93 Unit owners. These fees are called "common assessments" or "condo maintenance fees" and typically are paid monthly. The
 94 Association may also create reserves for future maintenance and repairs.


Residential Condominium Concepts was developed and distributed by the Wisconsin REALTORS® Association (2005).

Drafted by: Attorneys Debra Peterson Conrad (WRA) and Lisa M. Pardon (Brennan, Steil & Bastling, S.C.)

EXECUTIVE SUMMARY


Condominium Name: Westwind Condo

This Executive Summary was prepared or revised on April 7, 2023 (insert date).


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 Westwind Villas Homeowners Assoc.
- ♦ Association address _____
- ♦ The association is managed:
 - By the Unit Owners (self-managed)
 - By a management agent or company
 - By the declarant (developer) or the declarant's management company
- ♦ Person(s) to be contacted for more information about the condominium Ed Polachek - president
- ♦ Address, phone number, and other contact information for the contact person
N6588 Westwind Dr. Fond du Lac, 54937
414-216-1563
-  For condominium document references regarding association governance and a condominium contact person, see Ed Polachek

2. Parking

- ♦ Number of parking spaces assigned to each Unit: 4 Number Outside 2 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]
- ♦ Parking fees (include separate maintenance charges, if any) No Yes, \$ _____ per _____
Other (specify): _____
- ♦ Parking assignments reserved or designated on the plat or in the condominium documents:
 - No Yes -- Where? _____
- ♦ Parking spaces assigned to a unit by a separate deed: No Yes
- ♦ Ability to transfer parking spaces between Unit Owners: No Yes
- ♦ Describe parking available for visitors
Limited Parking (common parking)
- ♦ Describe any other parking restrictions
No parking on road, see rules & regulations article 4 (pg 34)
-  For condominium document references to parking, see sec article 4 Declaration pg 5

3. Pets

- ♦ Are pets allowed? No Yes -- describe the kinds of pets allowed: 2 dogs or 2 cats
not to exceed 50 pounds

◆ Pet rules and restrictions: Article 3 pg. 2

📖 For condominium document references regarding pet rules, see _____

4. Unit Rentals

◆ May Unit Owners rent out their condominium units? No Yes -- describe the limitations and restrictions on unit rentals: Article 3

📖 For condominium document references regarding unit rentals, see _____

5. Special Condominium Amenities or Features

walking path + Gazebo

(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 Yes -- cost: _____

📖 For condominium document references regarding special amenities, see DVA

6. Unit Maintenance and Repair Responsibilities

◆ A Unit Owner's responsibilities for unit maintenance and repair include: all maintenance within their personal unit

📖 For condominium document references regarding unit maintenance and repair responsibilities, see Rules pg. 3 Article 3.03, 3.04 Declaration pg. 2 limited common elements Article 4.02

7. Common Element and Limited Common Element Maintenance, Repair and Replacement

◆ Person(s) responsible for common element maintenance, repair and replacement: association

◆ Repair and replacement of the common elements is paid for by:

- Unit Owner assessments
- Reserve funds
- Both
- Other (specify): HOA

◆ Person(s) responsible for limited common element maintenance, repair and replacement: owner/association

◆ Repair and replacement of the limited common elements is paid for by:

- Unit Owner assessments
- Reserve funds
- Both
- Other (specify): owner/Association

📖 For condominium document references regarding common element and limited common element maintenance, repair and replacement, see article 4

8. Reserve Funds

◆ Does the condominium association maintain reserve funds for the repair and replacement of the common elements? No Yes

◆ Does the association have a Statutory Reserve Account*? No Yes

Total condominium reserve funds balance is \$ _____

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 Section 7

*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 (no developer-owned units or declarant control has ended)

No

Yes -- describe in what way: _____

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 Yes -- number of additional units that may be added through the expansion: _____ units

Expansion period ends: _____

Condominium management during the expansion period is by: _____

For condominium document references regarding condominium expansion plans, see N/A

11. Unit Alteration and Limited Common Element Enclosure

Unit Owner may alter a unit or enclose limited common elements No Yes

Describe the rules, restrictions and procedures for altering a unit: Limited to interior of unit - Article 7

Describe the rules, restrictions and procedures for enclosing limited common elements: not allowed

For condominium document references to unit alterations and limited common element enclosures, see Article 7

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 Yes

For condominium document references to any first right of purchase held by the condominium association, see DNA

13. Transfer Fee


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

Yes -- amount charged: \$ \$1,000

 For condominium document references to fees charged in connection with a unit ownership transfer, see 3rd amendment or declaration Pg. 3 article 6.06


14. Payoff Statement Fee

- ◆ Condominium association charges a fee for providing a payoff statement regarding unpaid unit assessments and charges: No Yes -- amount charged: \$ _____

 For condominium document references to fees charged for payoff statements under Wis. Stat. § 703.335, see _____

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: No Yes -- amount charged: \$ 50.00

 For condominium document references regarding fees charged for providing the condominium disclosure materials, see HOA Board minutes April 2022


16. Other restrictions or features (optional): N/A


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 Article 12 Pg. 20

This Executive Summary was prepared on the date stated on page one by Ed Polachek, president (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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