

# Executive Summary

Condominium Name: Windwood Country Club Condominium

This Executive Summary was prepared or revised on 18 October 2018

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 Windwood Country Club Condominium
- Association address: PO Box 404, Watertown, WI 53094
- The association is managed: by the Unit Owners (self-managed)
- Person(s) to be contacted for more information about the condominium: Richard MacWilliams, President WCA
- Address, phone number, and other contact information for the contact person:  
W5572 County Road CW, Unit 12B, Watertown, WI 53098 (414) 861-4965  
email: [windwoodcondos38@gmail.com](mailto:windwoodcondos38@gmail.com),  
website <http://www.windwoodcondos38.com>

▲ For condominium document references regarding association governance and a condominium contact person, see – Declaration - Article IV (pages 3-4) and By-Laws - Article III (pages 3-4) of the association.

## 2. Parking

- Number of parking spaces assigned to each Unit: 3
  - Number Outside: 2
  - Number Inside: 2
- The spaces are:
  - Limited Common Element
  - Included as part of the Unit
  - Parking pads

- Parking fees (include separate maintenance charges, if any) No
- Parking assignments reserved or designated on the plat or in the condominium documents: No
- 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: Small visitor parking pad available on roadway on condominium property at the condominiums on Cty Rd CW & Cty Rd EM.
- Describe any other parking restrictions:  
Other than a 48-hour loading and unloading period, boats, motor homes, and mobile homes shall **not** be parked, stored or utilized on any part of the Common or Limited Common elements. Long term outside storage of inactive vehicles is discouraged.

The number of vehicles per unit must be limited to not more than three (3), none of which may exceed nineteen (19) feet in length. Those vehicles may only be parked in the unit's garage, on the unit's limited common concrete drive, or on the designated parking pads. Parking on the asphalt drives is reserved for short-term visitors and guests of all units.

No unit owner or occupant of a unit shall regularly park or store any commercial vehicle on any of the Common Elements or any driveway identified as a Limited Common Element. Personally owned or personal work vehicles with signage are considered commercial in this Condominium.

Vehicle maintenance or repair other than washing or waxing is **not** permitted on Common or Limited Common Elements.

▲ For condominium document references to parking, see Administrative Rule -VII (pages 7-8) of the association.

### 3. Pets

- Are pets allowed? Yes—describe the kinds of pets allowed: A total of 2 cats OR 2 dogs.

Pet rules and restrictions: No dogs or cats shall be kept or maintained outdoors, nor shall any be allowed to roam around the Common Elements at any time.

Pet owners must immediately pick up pet waste and dispose of it properly. Failure to comply will result in a fine of twenty-five dollars (\$25).

Any noisy, dangerous, or obnoxious animals, to include pit bulls, Rottweilers, Dobermans, German Shepherds, specifically (including mixed-breeds thereof) plus any breed not covered by the Condo Owner's insurance policy are prohibited.

▲ For specific information about the condominium pet rules, see Declaration – Article VII (page 9) Administrative Rule VIII (page 8) of the association.

#### 4. Unit Rentals

- May Unit Owners rent out their condominium units? Yes Rentals must be of 1 year in length or more.

▲ For specific information about renting units at this condominium, see Administrative Rule IV (page 5) of the association.

#### 5. Special Condominium Amenities or Features

- What are the major amenities and features? None, this condominium association resides on a semi-private golf course but it has no affiliation or fees associated to the unit owners.
- 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 – N/A

#### 6. Unit Maintenance and Repair Responsibilities

- A Unit Owner's responsibilities for unit maintenance and repair include: The interior of the individual condo unit, any exterior approved changes and limited common element maintenance, repairs and replacement is performed as follows:  
The repair, maintenance, redecoration or replacement of interior of the owner's condo and the Limited Common Elements shall be the duty and responsibility of the unit owner. The limited common elements of the driveway, walkway, and garage door are the responsibility of the condo association.

▲ For specific information about common element maintenance, repairs and replacements see Declaration - Article V (page 5) and By Laws – Article V (page 6) of the association.

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

- Person(s) responsible for common element maintenance, repair and replacement: Windwood Condominium Association
- Repair and replacement of the common elements is paid for by:
  - Both Unit Owner assessments & Reserve funds
- Person(s) responsible for limited common element maintenance, repair and replacement: Condo association and unit owner with the exception of driveways and walkways.

- Repair and replacement of the limited common elements is paid for by:
  - Unit Owner assessments & Reserve funds
  - Unit owner if approved changes/additions were made to original limited common elements.
- ▲ For condominium document references regarding common element and limited common element maintenance, repair and replacement, see Declaration - Article V (page 5) and Article VI (page 6), By Laws – Article V (pages 5-6) and Administrative Rules II (pages 3-4) of the association.

## 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 \$154,418.69 as of 01 September 2018  
Note: This amount is current as of 01 September 2018

▲ For condominium document references regarding this condominium's reserve funds for repairs and replacements, see none.

\*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 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. 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)
- Describe other provisions in the declaration, bylaws, or budget addressing the levying and payment of assessments on units during the period of declarant control: Not applicable.  
▲ For condominium document references to condominium fees during the declarant control period, see – none.

## 10. Expansion Plans

- Has the Declarant (developer) reserved the right to expand this condominium in the future? No  
▲ For condominium document references regarding condominium expansion plans, see – none.

#### 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: A unit owner must seek permission to alter limited common area and if permission is granted must maintain such additions/enclosure (this also applies to subsequent owners).
- Describe the rules, restrictions and procedures for enclosing limited common elements: this is not allowed.

▲ For condominium document references to unit alterations and limited common element enclosures, see Declaration – Article V (page 5), By Laws – Article V (page 5-6) and Administrative Rules I & II (page 2-4) of the association.

#### 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
- ▲ For condominium document references to any first right of purchase held by the condominium association, see – none.

#### 13. Transfer Fee

- The condominium association charges a fee in connection with the transfer of ownership of a unit: No, unless there is special paperwork request.
- ▲ For condominium document references to fees charged in connection with a unit ownership transfer, see – Administrative Rule – IV (page 5).

#### 14. Payoff Statement Fee

- Condominium association charges a fee for providing a payoff statement regarding unpaid unit assessments and charges: No, unless there is special paperwork requested.
- ▲ For condominium document references to fees charged for payoff statements under Wis. Stat. § 703.335, see – see – Administrative Rule – IV (page 5).

#### 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
- ▲ For condominium document references regarding fees charged for providing the condominium disclosure materials, see – none.

#### 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 the Declaration & By Laws, these can be found on the association's website <http://www.windwoodcondos38.com/realtor-information>.

This Executive Summary was prepared on the date stated on page one by Richard MacWilliams, President, Windwood Condominium Association.