

WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road, Madison, WI 53704

SELLER REFUSAL/STATEMENT REGARDING CONDITION OR DISCLOSURE REPORT

1 Seller's/Owner's Name(s): James R. Mayhew Estate, Christopher R. Mayhew, Executor
2 Entity Name (if any): _____
3 Name & Title of Authorized Representative for Seller Entity: Christopher R. Mayhew, Executor
4 Property Address: 301 Harbour Town Drive, 220, Madison, WI 53717

5 Listing Agent and Listing Firm: Cathy Hannes Restaino & Associates

6 Wis. Admin. Code § REEB 24.07(1) requires Listing Agent to make inquiries of Seller regarding the condition of
7 the Property and request that Seller provide a written response to the inquiry. Wis. Stat. § 709.02 indicates that a
8 property owner shall provide a Real Estate Condition Report (RECR) when the property includes 1-4 dwelling
9 units and a Vacant Land Disclosure Report (VLDR) when the property does not include any buildings.

10 Listing Agent provided Seller with the following condition/disclosure report(s) and asked Seller to complete
11 it/them: (Real Estate Condition Report) (~~Vacant Land Disclosure Report~~) (~~Seller Disclosure Report — Commercial~~)
12 (Other: _____) **STRIKE AND COMPLETE AS APPLICABLE**

13 **CHECK LINE 14 OR LINE 20, AS APPLICABLE:**

14 ☐ **SELLER REFUSAL TO COMPLETE**

15 Seller hereby acknowledges that Seller has refused to provide Listing Agent with a completed RECR, VLDR or
16 other seller's disclosure report for the Property. Seller understands this refusal may be disclosed to potential
17 purchasers and has been advised that Seller's refusal to provide this report does not release Seller from any
18 disclosure obligations under the Wisconsin Statutes or common law. Seller should consult with legal counsel
19 regarding Seller's disclosure obligations in an "as-is" sale.

20 ☒ **SELLER NOT REQUIRED TO COMPLETE REPORT**

21 Seller hereby asserts that Seller is not required to complete a condition or disclosure report for the Property
22 because **CHECK BELOW AS APPLICABLE**:

- 23 ☒ Seller is a personal representative of an estate and has never occupied the Property.
24 ☐ Seller is a trustee and has never occupied the Property.
25 ☐ Seller is a conservator and has never occupied the Property.
26 ☐ Seller is a fiduciary appointed by or subject to supervision by a court and has never occupied the Property.
27 ☐ The Property includes 1 to 4 dwelling units but has not been inhabited.
28 ☐ The transfer is exempt from the real estate transfer fee under Wis. Stat. § 77.25.

29 Wisconsin real estate licensees have a legal duty to disclose material adverse facts and information suggesting
30 the possibility of material adverse facts to all parties. Listing Agent shall accordingly disclose any condition Listing
31 Agent becomes aware of to prospective purchasers.

32 This form was delivered to Seller by Cathy Hannes on 05/02/2025.
33 Agent for Firm Print Name ▲ Date ▲

34 Seller's/Owner's Signature: Christopher R. Mayhew, Executor Date: 05/02/2025
35 Seller's/Owner's Signature: _____ Date: _____
36 Seller's/Owner's Signature: _____ Date: _____
37 Seller's/Owner's Signature: _____ Date: _____

38 This form was delivered to Buyer by _____ on _____.
39 Agent for Firm Print Name ▲ Date ▲

40 Acknowledgment of Receipt by Buyers: _____
41 Initials ▲ Date ▲

42 Buyer's acknowledgment of receipt of this form does not constitute waiver of any right that Buyer may have based
43 on not receiving a completed condition or disclosure report from Seller.

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4801 Forest Run Road
Madison, Wisconsin 53704

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 n/a CONCERNING THE PROPERTY LOCATED AT
3 301 Harbour Town Drive, 220
4 _____ (STREET ADDRESS), IN THE (CITY) (VILLAGE) (TOWN) **STRIKE TWO**
5 OF Madison, COUNTY OF Dane, 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: Junction Point Condominiums
10 Unit Number: 220
11 This Condominium was created by the recording of the condominium instruments with the Office of the Register of Deeds on
12 12/31/2000 (insert date).

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

14 Name: Cathy Hannes, Restaino & Associates
15 Address: 6131 Nesbitt Road, Suite 300, Fitchburg, WI 53719
16 Phone Number(s): 608-206-5478
17 E-mail address (optional): cathymhannes@listwithcathy.com

18 II. CONDOMINIUM ASSOCIATION INFORMATION

19 Name of the Condominium Association: Junction Point Condominiums
20 Address of the Condominium Association: 301 Harbour Town Drive, Madison, WI 53717
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: Birwood Property Management
24 Address: 3165 E Washington Avenue, Madison, WI 53704
25 Phone Number(s): 608-241-4449
26 E-mail address (optional): associations@birwood.net

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.): \$315.25 condo fee per month.

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 _____ Date 05/02/2025 'Unit
36 Owner Christopher R. Mayhew, Executor Date _____ Owner _____ Date _____
37 Print Name Here ► James R. Mayhew Estate, Print Name Here ►
Christopher R. Mayhew, Executor

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 ►

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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.

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.