DISCLOSURE MATERIALS
FOR
WINDFLOWER VILLAGE, A CONDOMINIUM

ADDRESS OF CONDOMINIUM:	201 Lillehammer Lane Mount Horeb, WI 53572
DECLARANT:	Windflower Village, LLC Attn: Jeffrey A. Jaschinski 6840 Middleton, WI 53562-4016

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU HAVE 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS TO CANCEL IN WRITING THE CONTRACT OF SALE OR, IF THE SELLER DELIVERS A COVER SHEET AND INDEX, TO DELIVER A WRITTEN REQUEST FOR ANY MISSING DOCUMENTS. SEE THE INDEX, IF ANY, FOLLOWING THIS INFORMATION TO DETERMINE IF DOCUMENTS ARE MISSING. IF YOU TIMELY DELIVER A WRITTEN REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. YOU HAVE NO FURTHER RIGHT TO CANCEL THE CONTRACT OF SALE BASED ON THE DOCUMENTS UNLESS THE DOCUMENTS ARE MATERIALLY CHANGED.

INDEX

1. *Executive Summary.* The executive summary highlights for a buyer of a condominium unit essential information regarding the condominium. The executive summary is set forth under **Tab 1**.

2. *Declaration.* The declaration establishes and describes the condominium, the units, and the common areas. The declaration is set forth under **Tab 2**.

3. *Bylaws.* The bylaws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The bylaws are set forth under **Tab 3**.

4. *Articles of Incorporation.* The operation of a condominium is governed by the association, of which each unit owner is a member. Powers, duties, and operation of an association are specified in its articles of incorporation. The articles are set forth under **Tab 4**.

5. *Management or Employment Contracts.* Certain services are provided to the condominium through contracts with individuals or private firms. Currently there is a contact with the condominium's Management Company. The contract is set forth under **Tab 5**.

6. *Annual Operating Budget.* The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges that are in addition to mortgage and utility payments. The budget is set forth under **Tab 6.**

7. *Leases.* The Units are not subject to any leases.

8. *Expansion Plans.* There are no expansion plans

9. *Floor Plans and Map.* The seller has provided a floor plan of the unit being offered for sale and a map of the condominium that shows the location of the unit you are considering and all facilities and common areas that are part of the condominium. The floor plan and map are set forth under **Tab 7.**

TAB 1

EXECUTIVE SUMMARY

1. Condominium identification. The name of the condominium is Windflower Village, a Condominium.

2. Expansion plans. The Declarant has no plans to expand the condominium.

3. Governance. The condominium association is Windflower Village Condominium Association, Inc., and its address is:

Windflower Village Condominium Association, Inc.
525 Junction Road, Ste 6500
Madison, WI 53717

The Association has hired a management company to manage the condominium. The management company and its contact information is:

Kane Property Management, LLC
Attn: Adam Kane
525 Junction Road, Ste 6500
Madison, WI 53717
(608) 843-0297

4. Special amenities. There are no special amenities.

5. Maintenance and repair of units. Each unit owner is responsible for maintaining, repairing, and replacing all improvements (i.e., the house and other improvements) constructed within the unit. See Section 6.04 of the Declaration for additional information.

6. Maintenance, repair, and replacement of common elements. The condominium association is responsible for the maintenance, repair, and replacement of the common elements and limited common elements. Routine repairs and replacements will be funded from unit owner assessments. Extraordinary repairs and replacements will be funded from reserve funds to the extent they are available; otherwise, they will be funded from unit owner assessments. See Section 6.04 of the Declaration for additional information.

7. Rental of units. The condominium association must approve the leasing of units. The condominium association shall not approve the leasing of more than five units at any given time. This restriction does not apply to the Declarant. See Section 8.03 of the Declaration for additional information.

8. Unit alterations. Unit owners may not alter the boundaries of their units. The unit owners may make alterations to their improvements within the units subject to the terms and conditions of the Declaration, and applicable governmental laws, ordinances, and regulations.

9. Parking. The parking for each unit shall be within the unit (e.g. the unit owner's own driveway and garage installed within the unit).

TAB 1

10. **Pets**: Subject to the association's rules and regulations, Unit owners may have a domestic dog, cat, or bird as pets. No other animals are allowed. <u>See</u> Section 8.3 of the Bylaws for the rules and regulations regarding pets.

11. **Reserves.** The condominium association does not maintain a statutory reserve account under Section 703.163 of the Wisconsin Statutes; however, it does maintain a non-statutory account for repairs and replacements beyond routine maintenance.

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KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5816415
03/04/2022 10:39 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 31

DECLARATION OF WINDFLOWER VILLAGE, A CONDOMINIUM

This Document was drafted by and should be returned to:

Robert C. Procter, Esq.
Axley Brynelson, LLP
2 East Mifflin Street, Suite 200
Post Office Box 1767
Madison, WI 53701-1767

157/0607-074-4200-1

Tax Parcel Identification Numbers

There is no objections to this condominium with respect to Sec. 703 Wis. Stats. and is hereby approved for recording.

Dated this 4TH day of March 2022.

Dane County Planning and Development

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TAB 2

WINDFLOWER VILLAGE, A CONDOMINIUM

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WINDFLOWER VILLAGE, A CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this "**Declaration**"), is made this February 23, 2022 by Windflower Village LLC, a Wisconsin limited liability company (the "**Declarant**").

ARTICLE I
NAME; DESCRIPTION OF PROPERTY

1.01 Name. The name of the condominium is "Windflower Village, a Condominium" (the "**Condominium**").

1.02 Legal Description. The land on which the Condominium is located (the "**Land**") is described as:

LOT 2 OF CERTIFIED SURVEY MAP NO. 13803, RECORDED SEPTEMBER 10, 2014 IN VOLUME 91 OF CERTIFIED SURVEY MAPS ON PAGES 188-191, AS DOCUMENT NO. 5097137, BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWN 6 NORTH, RANGE 7 EAST, VILLAGE OF MOUNT HOREB, DANE COUNTY, WISCONSIN.

The Land, the improvements constructed or to be constructed on the Land, and all easements, rights, and appurtenances pertaining to the Land is referred to as the "**Property**".

1.03 Address. The address of the Condominium is 201 Lillehammer Lane, Mount Horeb, WI 53572.

ARTICLE II
DECLARATION

Declarant submits the Property to this Declaration, and the condominium form of ownership under Chapter 703, Wisconsin Statutes (the "**Condominium Ownership Act**").

ARTICLE III
DESCRIPTION OF UNITS

3.01 Identification of Units. The Condominium shall initially consist of 54 units (each a "**Unit**" and collectively the "**Units**") as depicted on the condominium plat together with the Common Elements as described in Article IV (a copy of the condominium plat is attached as **Exhibit A** and is referred to as the "**Condominium Plat**"). The Condominium Plat shows layout, boundaries, and dimensions of the Units. The Units are identified as Units 1 through 54, inclusive, as numbered on the Condominium Plat. When a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.02 Boundaries of Units. A cubicle of air whose perimetrical boundaries is set forth for each Unit on the Condominium Plat, whose lower boundary is an imaginary horizontal plane located parallel to and 50 feet below the surface of the ground, extended to the perimetrical boundaries; and whose upper boundary is an imaginary horizontal plane located parallel to and 50 feet above the surface of the ground, extended to the perimetrical boundaries. Specifically not included in the definition of Unit is any plumbing, electrical, mechanical, and public or private utility lines that serve more than one Unit, which are then considered Common Elements. The term Unit shall include, without limitation, all sidewalks, access ways, steps, stoops, decks, patios, porches and other improvements located with the Unit.

3.03 Construction of Buildings. The Unit Owners shall have the right to construct a detached single-family structure (each a "**Building**" and collectively the ("**Buildings**")) within their Units.

ARTICLE IV
COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.01 Common Elements. The common elements (the "**Common Elements**") are all of the Condominium except for the Units. No Unit Owner shall install any item or make any improvement to any area of the Common Elements without the written consent of the Association, which consent may be approved, denied, or conditioned in the Association's sole discretion.

4.02 Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all Units. Such Common Elements shall be referred to collectively as "**Limited Common Elements**." Notwithstanding the fact that a Limited Common Element may be reserved for the exclusive use of a Unit, that Unit Owner shall not install any item or make any improvement to any area of the Limited Common Elements without the written consent of the Association, which consent may be approved, denied, or conditioned in the Association's sole discretion. The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

(a) All sidewalks, access ways, and driveways leading directly to or from, or adjacent to each Unit, but located outside of the Unit; and

(b) The portion of the Land abutting the Units as shown on the Condominium Plat.

4.03 Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Section 3.02 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the Board of Directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.03, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

ARTICLE V
PERCENTAGE INTERESTS; VOTING

5.01 Percentage Interests. The undivided percentage interest in the Common Elements (the "**Percentage Interest**") appurtenant to each Unit shall be equal to one divided by the total number of Units. If the number of Units changes for any reason the Percentage Interest shall be recalculated.

5.02 Conveyance, Lease, or Encumbrance of Percentage Interest. Any deed, mortgage, or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit Owner's Percentage Interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.03 Voting. Each Unit shall have one (1) vote appurtenant to such Unit at meetings of the Association (as defined in Article VII).

5.04 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.

5.05 Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

ARTICLE VI
CONDOMINIUM ASSOCIATION

6.01 General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as the Windflower Village Condominium Association, Inc. (the "**Association**"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin.

The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "**Articles**") and bylaws (the "**Bylaws**"), Chapter 703, Wisconsin Statutes (the "**Condominium Ownership Act**"), this Declaration, and Chapter 181, Wisconsin Statutes (the "**Wisconsin Nonstock Corporation Law**"). All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all provisions of all rules and regulations of the Association (collectively, the "**Rules and Regulations**"), this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners.

6.02 Declarant Control. The Declarant may exercise any rights granted to, or perform any obligations imposed on, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Percentage Interest to purchasers; or (c) thirty (30) days after the Declarant's election to waive its right of control.

6.03 Board of Directors. The affairs of the Association shall be governed by a Board of Directors. Prior to the conveyance of twenty-five percent (25%) of the Percentage Interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the Board of Directors. Prior to the conveyance of fifty percent (50%) of the Percentage Interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the Board of Directors.

6.04 Maintenance and Repairs.

(a) By Association. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall maintain the same in good, clean, and attractive order and repair, and shall have an easement over the entire Condominium for the purpose of carrying out these responsibilities. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements; for snow plowing all sidewalks, driveways, private streets, parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas. The Association shall be responsible for repairing and replacing when necessary any Common Elements and Limited Common Elements. The maintenance, repair, and replacement of any driveway, sidewalks or walkway that is a Limited Common Element that serve a specific Unit will be done by the Association; however, the cost of such maintenance, repair, or replacement shall be assessed directly to the Unit Owner benefited by such Limited Common Element.

(b) By Unit Owner. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of the Building and any other improvements within the Unit. The exterior of each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing before the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 6.07.

(c) **Damage Caused by Unit Owners.** To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Element, Limited Common Element or a Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element, Limited Common Element, or a Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association), or (iii) the Association must restore a Common Element, a Limited Common Element or a Unit following any alteration of a Common Element or Limited Common Element by a Unit Owner, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owner of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement, and / or restoration.

6.05 Common Expenses. Any and all expenses incurred by the Association in connection with the management, maintenance, repair, and replacement of the Condominium, maintenance of the Common Elements and other areas described in Section 6.04, and the administration of the Association shall be deemed to be common expenses (the "**Common Expenses**"), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages.

6.06 General Assessments. The Association shall levy monthly general assessments (the "**General Assessments**") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their Percentage Interests. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

Notwithstanding the foregoing, Units not yet sold by Declarant shall not be subject to General Assessments. If, however, during the period of Declarant control the General Assessments against any Unit not owned by Declarant would exceed the amount set forth in the budget per Unit (excluding any portion of General Assessments to fund reserves), Declarant shall either (a) record a document to cause its Units to be subject to General Assessments, or (b) pay to the Association the amount necessary to cause the General Assessments against the Units not owned by Declarant to be reduced to the amount set forth in the budget per Unit (excluding any portion of General Assessments used to fund reserves). Furthermore, if the Association has established a reserve account, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the date of exterior construction of the Building in which the Unit is located has been completed.

6.07 Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "**Special Assessments**") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the cost of improvements to the Common Elements; for the collection of moneys owed to the Association under any provision of this Declaration, including, without limitation, Section 6.04 and Article XIV, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act. Any Special Assessment that is more than $2,000 per Unit (this threshold shall increase 10% every five years from the date of the recording of this Declaration) may only be imposed at an Annual Meeting or a Special Meeting of the Association by an affirmative vote (in person or by proxy) of the Unit Owners owning a majority of the Units.

6.08 Common Surpluses. If the surpluses of the Association (the "**Common Surpluses**") should be accumulated, other than surpluses in any construction fund as described in Section 10.06 and Section 11.06, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective Percentage Interests or may be used for any other purpose as the Association may determine.

6.09 Certificate of Status. The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

6.10 Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "**Manager**") under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Such services may include, without limitation, provision of activity programs, community lounges, and housekeeping services. Certain of such services may be available only on a fee-for-services basis by agreement between the Manager and individual Unit Owners. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Unit Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

ARTICLE VII
ARCHITECTURAL CONTROL

7.01 Unit Improvements and Alterations.

(a) Alterations to Interior of Unit Owner's Building. A Unit Owner may make improvements and alterations to the interior of his or her Building without the approval of the Committee or the Association.

(b) Alterations To Units and Exterior of Unit Owner's Building. Except as allowed under Section 7.01(a), a Unit Owner shall not make any improvements or alterations within its Unit, or make any improvements or alterations to the exterior of a Building without the express written approval of the Architectural Control Committee.

(c) Initial Construction of Buildings and Improvements. The initial construction of the Building and improvements within each Unit by the Declarant are not subject to this Article VII.

7.02 Architectural Control Committee. There shall be an Architectural Control Committee (the "**Committee**"), which shall have the rights and obligations necessary to review, approve or deny a request to make any improvements or alterations within a Unit, to the exterior of a Building, or to any other improvements located within a Unit as set forth under Section 7.01. The Committee shall initially consist solely of the Declarant, so long as the Declarant owns any interest in any Unit. Declarant may at any time, at its sole discretion, appoint up to three (3) Unit Owners to serve as the Committee with the decisions rendered by the majority to be binding. At such time as Declarant no longer owns any Unit subject to this Declaration, the Board of the Association shall elect the members and fill vacancies on the Committee. Any alterations to the exteriors of the Buildings may be subject to the approval of the Village of Mount Horeb.

7.03 Procedure and Standard For Committee Review.

(a) Documents Required For Approval. An Owner that desires to alter a Building, remodel the exterior of a Building, or otherwise construct or alter an improvement within the Owner's Unit shall submit to the Committee, for its written approval, specifications or plans that allow the Committee to make a complete review of the proposal, and shall include:

- Construction details for the construction or alteration of any Building, fences, or other improvements;
- A description of materials to be used in any alteration or improvement;
- A description of the color scheme of all improvements;
- A description of any changes to any exterior lighting; and
- Such other materials as the Committee may deem necessary.

(b) Committee Review of Unit Owner's Request. Upon the receipt of a request from a Unit Owner, the Committee may approve, disapprove or approve subject to stated conditions the requested construction or alteration of a Building or other improvements within the Unit. The Committee's decision shall be in writing. If the Committee fails to render its decision within thirty (30) days of its receipt of the submission, or upon any resubmitted plans within fifteen (15) days of their resubmission, approval will be deemed to have been obtained and the applicable covenants, conditions and restrictions in this Declaration shall be deemed to have been complied with. If the request is approved, then the Unit Owner shall complete the work in accordance with the submitted documents. All material changes to the request must be resubmitted to, and approved by, the Committee.

(c) Standards For Approval. The Committee shall have the right to reject any submission which, in the judgment and sole opinion of a majority of its members, or the representative of the Committee:

- are not in conformity with any of the restrictions set forth in this Declaration; or
- are not desirable for aesthetic reasons; or
- are not in harmony with Buildings located on the surrounding Units; or
- have exterior lighting, exterior signs, exterior television antennae, fencing or landscaping which are not desirable for aesthetic reasons; or

- do not meet the requirements of the Village of Mount Horeb; or
- are not in conformity with the general purposes of this Declaration.

(d) Variances. The Committee is authorized in its sole discretion to grant variances from any provision of this Declaration where such variances will assist in carrying out the intent and spirit of this Declaration.

7.04 Architectural Restrictions.

(a) Buildings. The Building's design, its facades, and the materials and colors used in its construction have been pre-approved by theVillage of Mount Horeb. The Buildings and other improvements within the Units are intended to be consistent throughout the Condominium. Any alteration or remodeling of any Building or other improvement within the Unit shall use the same materials and the same color scheme that are in use on the other Buildings and improvements located within the Condominium. If a material type is no longer produced for a specific Building or improvement that requires replacement, then the Unit Owner shall use a material type that is similar in quality and appearance to the material being replaced.

(b) Fencing. A Unit Owner may install a fence in a pre-approved portion of the Unit's Limited Common Elements provided that the Unit Owner receives prior written approval from the Committee as to its location, and the Unit Owner uses the preapproved fence type so that all fences within the Condominium will be uniform. The approved fence type is attached as Exhibit B. If a Unit Owner fences in a portion of the Unit's Limited Common Elements, the Unit Owner, and not the Association, shall be responsible for the maintenance of that portion of the Limited Common Elements.

(c) Mailboxes. The United States Postal Service requires a centralized cluster mailbox units for mail delivery, which will be installed by the Declarant. At closing of the initial sale of each Unit, each initial purchaser of a Unit from the Declarant shall reimburse the Declarant $250.00 for that Unit's portion of the cost of the centralized cluster mailbox units. The Association shall be responsible for the maintenance and replacement of the centralized cluster mailbox units including, without limitation, snow clearing.

(d) Antennae / Solar Panels / Miscellaneous Fixtures. Except to the extent that this section is in conflict with any federal law or regulation, no exterior antennae or satellite dishes greater than twenty (20) inches in diameter shall be permitted on any structure or Lot unless approved in writing in advance by the Committee. Solar panels and windmills shall be screened from public view to the extent reasonably possible. All exterior lighting within a Unit shall be designed and operated to contain the light, to the extent reasonably possible, within the Unit on which the light is located.

7.05 Fees. The Committee, by majority vote, shall from time to time adopt a fee schedule designed to defray the Committee's out-of-pocket costs, including the fee of any designee appointed by the Committee, incurred in connection with its review of any preliminary or final development plan or of any resubmission of any such plans, and such fee may be adjusted at any time by the Committee.

7.06 Liability of Committee. The Committee and its designee or its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of the approval or disapproval of any plans and specifications, whether or not defective, or the construction or performance or any work, whether or not pursuant to approved plans and specifications.

ARTICLE VIII
USE RESTRICTIONS

8.01 Use and Restrictions on Use of Units.

(a) Single-Family Residential. Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association before the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage, or legal adoption) plus no more than two unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

(i) maintaining his or her personal professional library in his or her Unit;

(ii) keeping his or her personal business or professional records or accounts in his or her Unit;

(iii) handling his or her personal or business records or accounts in his or her Unit; or

(iv) handling his or her personal business or professional telephone calls or correspondence from his or her Unit.

Nothing in this Section 8.01(a) shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

(b) Housing For Older Persons. This Condominium is an active housing for older persons community and is hereby subjected to the provisions of Wis. Stat. § 106.50(5m) housing for older persons, which provides that that housing intended and operated for occupancy by at least one person aged 55 years or older per unit is considered housing for older persons and exempted from certain anti-discrimination laws. Housing qualifies as housing for persons 55 or older if the owner or a management company of the housing maintains records containing written verification that all of the following factors apply to the housing:

(i) At least 80 percent of the dwelling units are occupied by at least one person 55 years of age or older. The Association shall have the right to prohibit a Unit Owner from residing in the Unit or from having anyone else reside in the Unit if there is not at least one person 55 years of age or older residing in the Unit.

(ii) Policies are published and procedures are adhered to that demonstrate an intent by the owner or manager to provide housing for persons 55 years of age or older.

The Association shall adopt policies and adhere to procedures that insure compliance with all state and federal law to maintain the Condominium as housing for older persons. The Association shall maintain records containing written verification of the ages of the occupants of the Units.

8.02 Nuisances. No nuisances shall be allowed on the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

8.03 Lease of Units.

(a) **Limits On Number Of Units Rented.** The Association shall not approve the leasing of more than Five (5) Units at any given time. The restrictions against leasing contained in this Section 8.03 shall not apply to leases of the Units by the Declarant or the leasing of a Unit to a member of the Unit Owner's Immediate Family. The term "Immediate Family" shall mean the Unit Owner's lineal ascendants, lineal descendants, siblings, or spouse of siblings whether by blood or by adoption. The leasing of Units shall be subject to the policies and procedures adopted by the Association to ensure compliance with all state and federal law to maintain the Condominium as housing for older persons.

(b) **Requirements For Leasing Units.** Subject to Section 8.03(a), a Unit may be rented by written lease, provided that:

(i) The term of any such lease shall not be less than twelve (12) months;

(ii) The lease shall not automatically renew (i.e., after expiration of the initial lease there would need to be a new lease subject to approval of the Association under this Section 8.03);

(iii) The Unit Owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease;

(iv) The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and

(v) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

(vi) The leasing of Units shall include a provision that requires that the Unit shall have at least one resident that is 55 years of age or older.

(c) **Standard For Approving or Denying The Leasing of a Unit.** The Association may withhold approval on any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use by the tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

(d) **Violations / Remedies.**

(i) During the term of any lease of all or any part of a Unit, the Unit Owner shall remain liable for the compliance by its tenants with all provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association.

(ii) In the event that a Unit Owner leases out its Unit or any portion of its Unit in violation of this provision, the Association may impose a daily fine up to the greater of: (i) an amount equal to the daily rental amount being charged by Owner to its tenant, and (ii) $100 (this daily fine shall be increased every five years by 10%).

(iii) In addition to any fines imposed under this Section, the Unit Owner shall reimburse the Association for all costs incurred by the Association, including attorneys' fees incurred to enforce this Section, any action the Association takes against the Unit Owner's tenant, and for the collection of any outstanding amounts owed by the Unit Owner to the Association under this Section.

8.04 Signs. No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units.

8.05 Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks, or earth must be in containers.

8.06 Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or woodpile shall be kept outside a structure unless it is neatly stacked and screened from street view. No vehicles shall be parked on any yard at any time.

8.07 Pets. Pets are permitted in accordance with the current applicable Rules and Regulations.

ARTICLE IX
INSURANCE

9.01 Fire and Extended Loss Insurance. The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, and for the Association's service equipment, supplies, and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for the Unit, and all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Elements shall be reviewed and adjusted by the Board of Directors of the Association from time to time to ensure that the required coverage is at all times provided.

The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article X.

9.02 Public Liability Insurance. The Board of Directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least $1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective Percentage Interests. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

9.03 Fidelity Insurance. Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

9.04 Directors' and Officers' Insurance. Subsequent to the conveyance of title by Declarant to the first Unit, the Association shall require or maintain insurance on behalf of any person who is or was a director or officer of the Association or a member of the Committee against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such. Such coverage shall be in the minimum amount of at least $500,000, or such higher minimum amounts as are needed in the discretion of the Association to comport with the prevailing commercial practice.

9.05 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

ARTICLE X
RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

10.01 Determination to Reconstruct or Repair. If all or any part of the Common Elements that are part of a Building become damaged or is destroyed by any cause, the damaged portion shall be repaired or reconstructed. If all or any part of the Common Elements that are not part of a Building become damaged or is destroyed by any cause, the damaged portion shall be repair or reconstructed unless the Unit Owners having seventy-five percent (75%) or more of the votes consent in writing to not repair or reconstruct the damaged portion of the Common Elements that are not part of a Building.

10.02 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Common Elements, unless (a) the Unit Owners having at least a majority of the votes approve of the variance from such plans and specifications; (b) the Board of Directors authorizes the variance; and (c) in the case of reconstruction of or repair to any of the Units, the Unit Owners of the damaged Units authorized the variance. If a variance is authorized from the maps, plans, and specifications contained in the Common Elements Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

10.03 Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.04 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 9.01 shall be disbursed by the Association for the repair or reconstruction of the damaged portion of the Common Elements. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged portion of the Common Elements has been completely restored or repaired as set forth in Section 10.06.

10.05 Assessments for Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to the Common Elements shall be in proportion to each Unit Owner's Percentage Interest. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

10.06 Construction Funds. All insurance proceeds, condemnation awards, and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements are referred to herein as "Construction Funds." It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective Percentage Interests.

ARTICLE XI
CONDEMNATION

11.01 Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) If any or all of a Unit is taken, the Unit Owner of the Unit shall be allocated the entire award for the taking of the Unit, including any equipment, fixtures, or improvements located therein, and for consequential damages to the Unit or improvements located therein.

(b) If part of the Common Elements are taken, then, if the Association determines that it shall repair or restore the Condominium as described in Section 11.02, below, the award for the partial taking of the Common Elements shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.

(c) If the entire Condominium is taken, then any award for the taking of any Unit shall be allocated to the respective Unit Owner, and any award for the taking of the Common Elements shall be allocated to all Unit Owners in proportion to their Percentage Interests.

11.02 Determination to Reconstruct Condominium. Following the taking of any part of the Condominium, then, if the Association determines that the Condominium can be restored to a useable whole, the Condominium shall be restored or reconstructed.

11.03 Plans and Specifications for Condominium. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium.

11.04 Responsibility for Reconstruction. In all cases of restoration of the Condominium following a partial taking, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

11.05 Assessments for Deficiencies. If the condemnation award for the taking of the Condominium is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective Percentage Interest and shall constitute a Common Expense.

11.06 Surplus in Construction Fund. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective Percentage Interests.

11.07 Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the Percentage Interest appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all Units, determined without regard to the value of any improvements located within the Units except for those improvements that were part of the Unit as originally constructed. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units.

11.08 Partition and Sale Upon Consent. If, pursuant to Section 11.02, the Association determines that, following a taking of any part of the Condominium, the Condominium cannot be restored to a usable whole, then, if the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Dane County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests.

ARTICLE XII
MORTGAGEES

12.01 Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "**Mortgagee**") that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following matters:

(a) The call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, or Bylaws or any Rules and Regulations by the Unit Owner whose Unit is subject to the mortgage or land contract.

(c) Any physical damage to the Condominium in an amount exceeding five percent (5%) of its replacement value.

12.02 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XIII of this Declaration, no Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

12.03 Owners of Unmortgaged Units. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "**Mortgagee**" as well as a "**Unit Owner**" for purposes of such provision.

12.04 Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired title.

ARTICLE XIII
AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Dane County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association.

Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

ARTICLE XIV
REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period that shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30)-day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VI), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30)-day period for consideration of the petition by the Association.

The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VI. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE XV
GENERAL

15.01 Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the rights to grant to Village of Mount Horeb and County of Dane or public or semi-public utility companies, easements and rights-of-way for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, gas, water, telephone, and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

15.02 Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 6.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the Board of Directors.

15.03 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served on Declarant shall be given to the agent for service of process specified in Section 15.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

15.04 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

15.05 Access to Condominium by the Declarant and Owners of Unbuilt Units. During any period in which (1) Declarant is constructing any Building or other improvements on the Property; (2) all Unit Owners of units within a Building are constructing such Building and Limited Common Elements appurtenant to such units; or (3) Declarant is replacing or repairing any Common Elements or Limited Common Elements, then Declarant and such Unit Owners, as the case may be, and their respective contractors, subcontractors, agents, and employees, shall have an easement for access to all parts of the Condominium as may be required in connection with the work.

15.06 Resident Agent. The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is Jeffrey A. Jaschinski, 6840 Schneider Road, Middleton, WI 53562. The resident agent may be changed by the Association in any manner permitted by law.

15.07 Assignment of Declarant's Rights. The rights, powers, and obligations of the party named as "Declarant", as granted by this Declaration, may be assigned by a written, recorded amendment to any other party who assumes such rights, powers, and obligations, provided that such other party also assumes the obligations imposed on declarants by Chapter 703 of the Wisconsin Statutes. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers, and obligations. Such amendment need be signed only by the assignor and assignee named therein.

15.08 Conflicts. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

15.09 Disclosure Regarding Warranties. The Declarant shall assign to the Association upon substantial completion of each phase of construction all warranties held by the Declarant and covering any construction of the Common Elements. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and merchantability, are made by the Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements, including the Limited Common Elements. Any implied warranty of workmanlike performance and that the Building or other Common Elements, including the Limited Common Elements, are or will be reasonably adequate for use and occupancy, created by Section 706.10(7), Wisconsin Statutes, which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, is hereby expressly disclaimed and excluded. Any other implied warranties created by common law, including, without limitation, the Declarant's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Section 895.07(8) of the Wisconsin Statutes.

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EXECUTION PAGE

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this February 22, 2022.

WINDFLOWER VILLAGE, LLC

By: Jeffrey A. Jaschinski
Jeffrey A. Jaschinski, Authorized Member

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

This instrument was acknowledged before me on February 22, 2022 by Jeffrey A. Jaschinski, Authorized Member of Windflower Village, LLC.

Name: Linda S. Zimdars
Notary Public, State of Wisconsin
My Commission: 11-8-2023

LINDA S ZIMDARS NOTARY PUBLIC STATE OF WISCONSIN

CONSENT OF MORTGAGEE

Oak Bank, being the holder of a mortgage executed by the Declarant, Windflower Village, LLC, recorded in the Office of the Dane County Register of Deeds of Dane County, consent to all of terms and conditions of this Declaration of Condominium, and agrees that its interest in the Property shall be subject to it.

Dated this Februrary ___, 2022.

OAK BANK

By: ______________________

Linda Zimdars, Authorized Officer

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

This instrument was acknowledged before me on February 23, 2022, by Linda Zimdars, Senior Vice President of Oak Bank.

JAMES P MCNULTY NOTARY PUBLIC STATE OF WISCONSIN

____

Name: JAMES P. MCNULTY

Notary Public, State of Wisconsin

My Commission: EXPIRES 6/7/2024

EXHIBIT A

Condominium Plat

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WINDFLOWER VILLAGE, A CONDOMINIUM
EXHIBIT A

TAB 2

EXHIBIT A

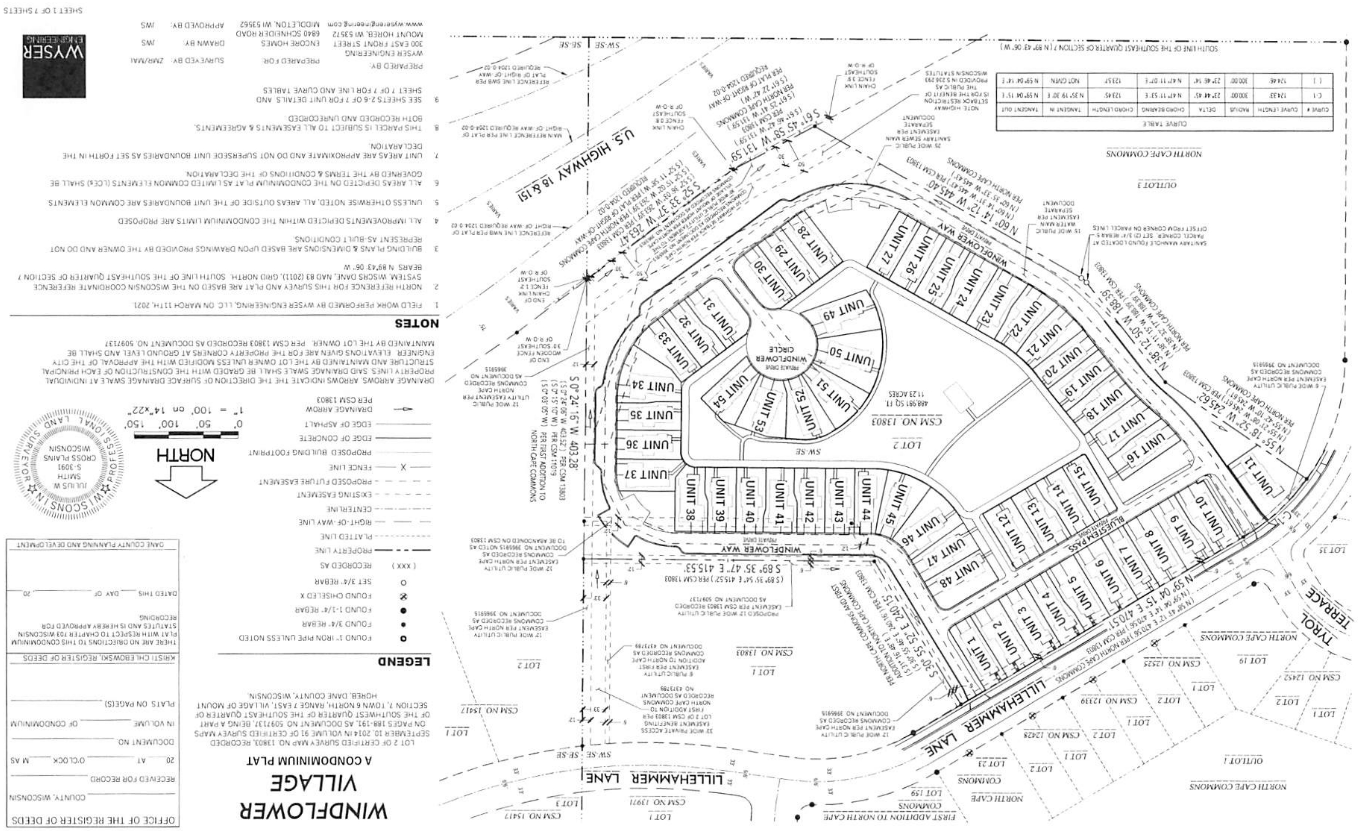

EXHIBIT A

Viewers are advised to ignore the illegible text on this map. It is presented to show spatial relationships only.
Authorized by:

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EXHIBIT A

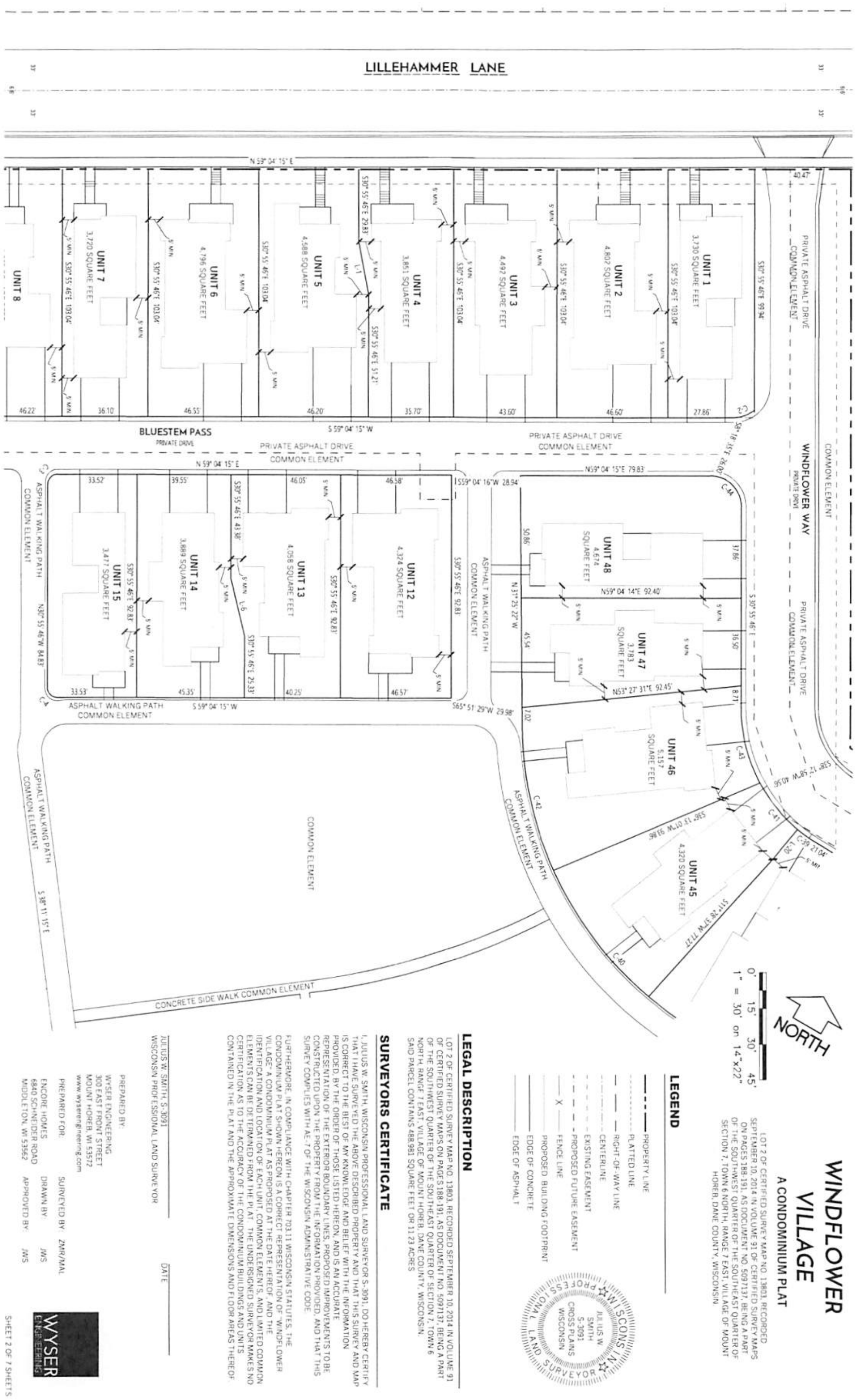

EXHIBIT A

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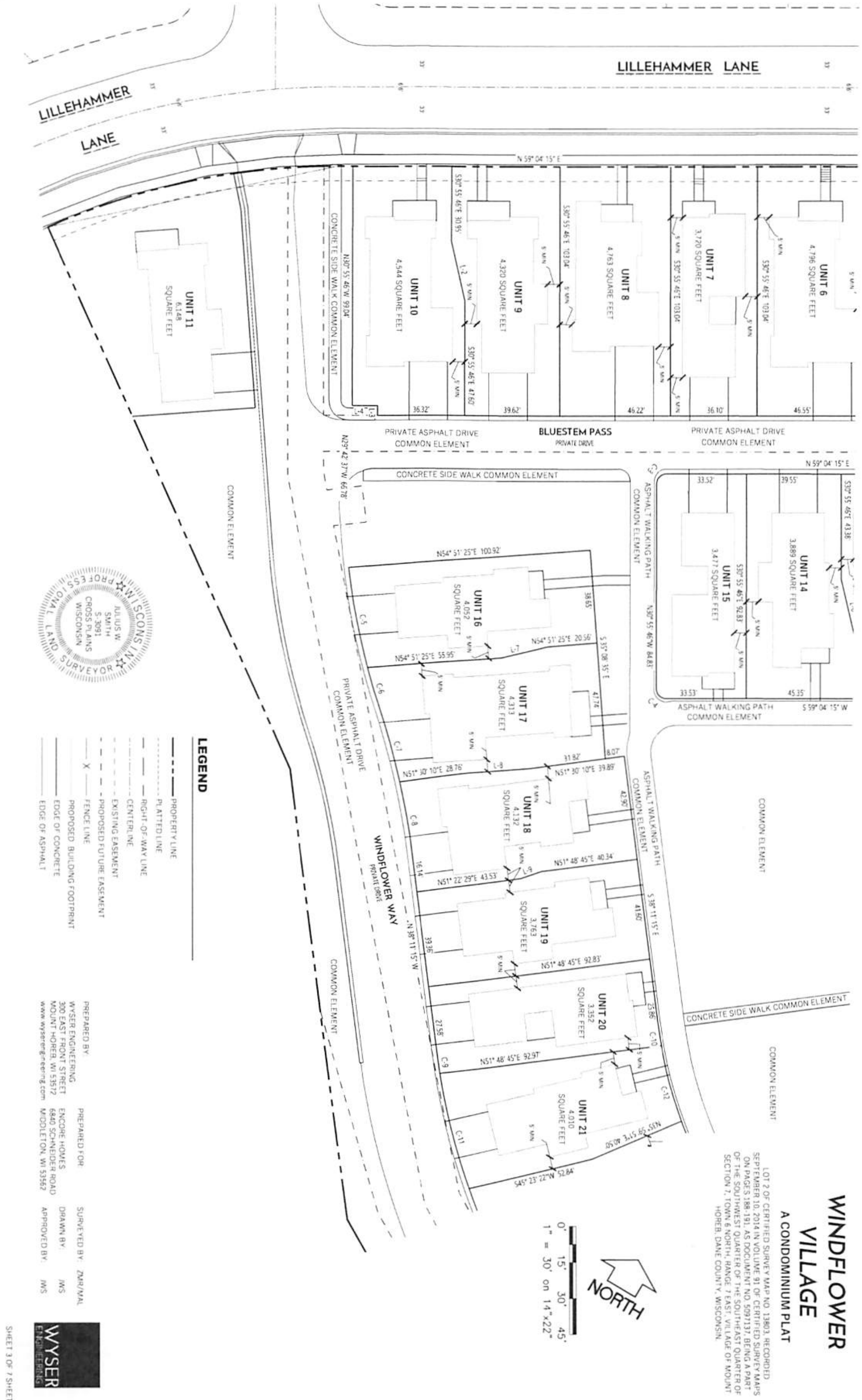

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TAB 2

EXHIBIT A

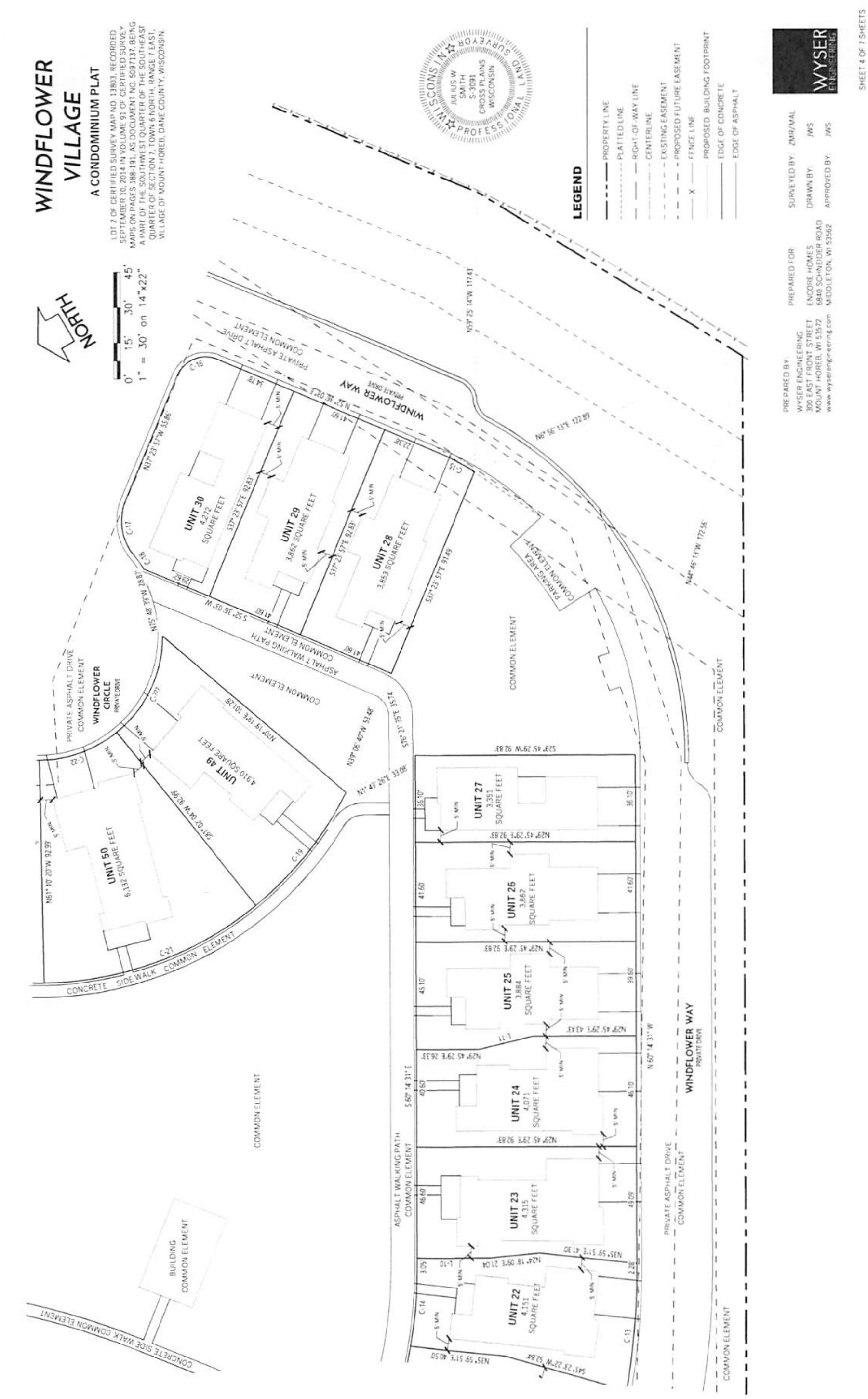
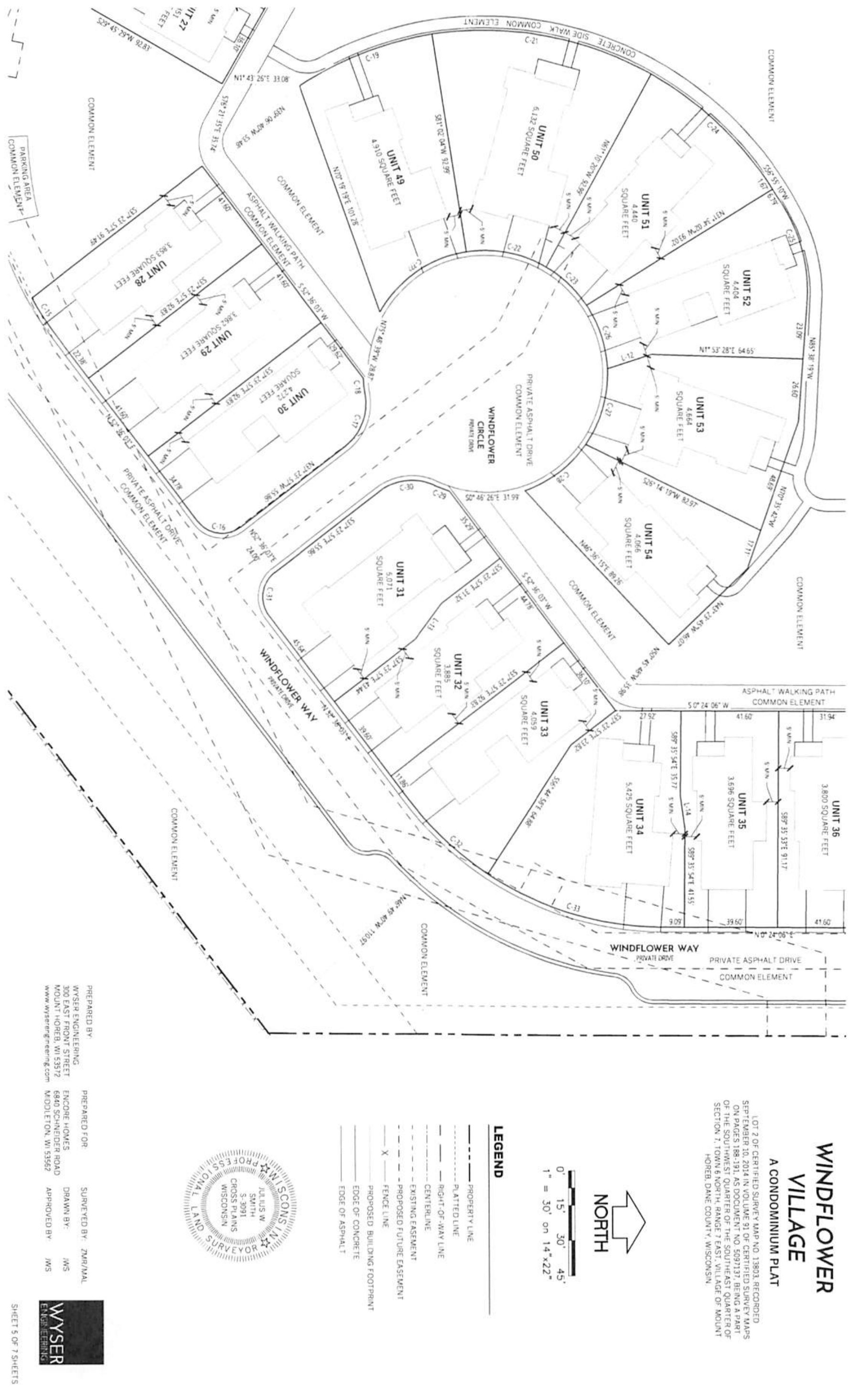


EXHIBIT A

TAB 2 - DECLARATION

TAB 2

EXHIBIT A



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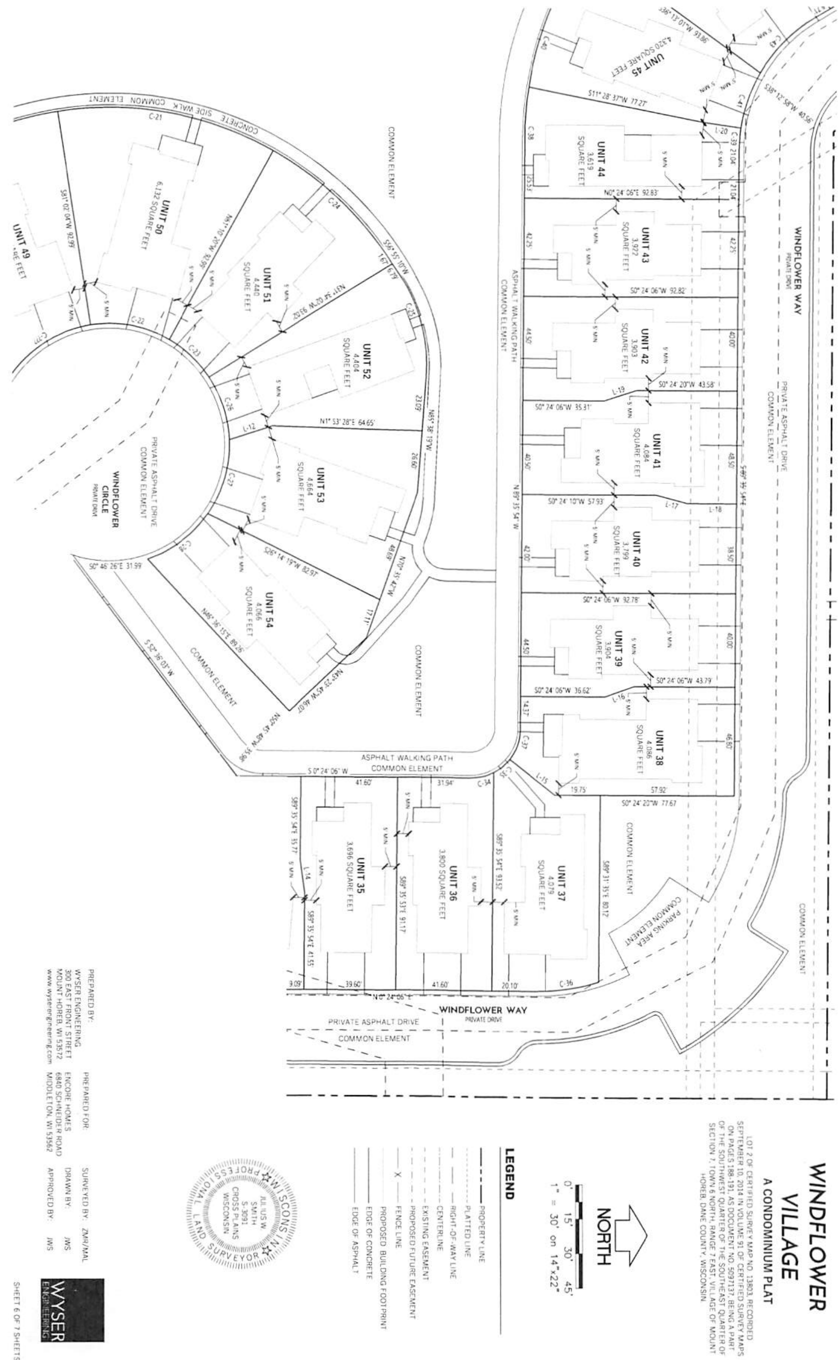


EXHIBIT A

TAB 2

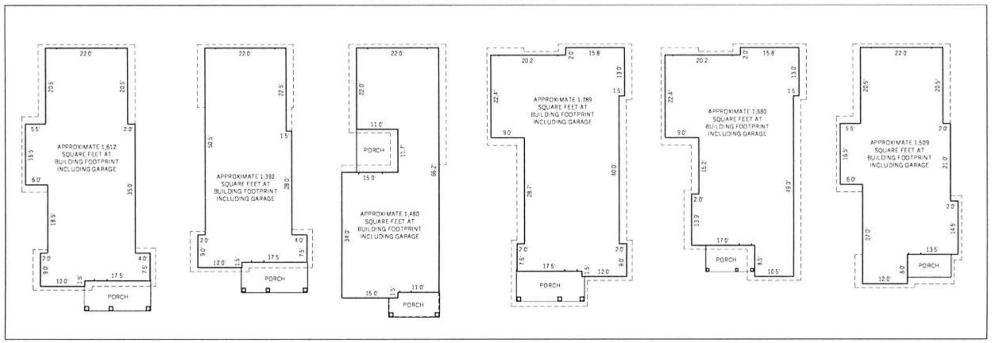
EXHIBIT A

WINDFLOWER VILLAGE

A CONDOMINIUM PLAT

LOT 2 OF CERTIFIED SURVEY MAP NO. 13803, RECORDED SEPTEMBER 10, 2014 IN VOLUME 91 OF CERTIFIED SURVEY MAPS ON PAGES 188-191, AS DOCUMENT NO. 5097137, BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWN 6 NORTH, RANGE 7 EAST, VILLAGE OF MOUNT HOREB, DANE COUNTY, WISCONSIN.

TYPICAL BUILDING FOOTPRINTS SCALE: 1" = 20'



WISCONSIN JULIUS W. SMITH S-3091 CROSS PLAINS WISCONSIN PROFESSIONAL LAND SURVEYOR

0' 10' 20' 30'
1" = 20' on 14"x22"

LEGEND

PROPOSED BUILDING FOOTPRINT
PROPOSED BUILDING OVERHANG
PROPOSED CONCRETE PORCH

LINE TABLE		
LINE #	BEARING	DISTANCE
L-1	S 41° 48' 48" E	22.40'
L-2	S 43° 35' 17" E	25.10'
L-3	N 30° 55' 46" W	4.00'
L-4	S 59° 04' 15" E	10.49'
L-5	S 42° 44' 16" E	14.79'
L-6	S 44° 27' 22" E	24.81'
L-7	N 45° 27' 12" E	19.89'
L-8	N 54° 51' 25" E	25.64'
L-9	N 39° 48' 01" E	9.17
L-10	N 29° 45' 29" E	30.83'
L-11	N 16° 20' 50" E	23.71'
L-12	N 17° 32' 10" W	19.68'
L-13	S 53° 24' 19" W	18.80'
L-14	N 82° 10' 49" E	13.99'
L-15	S 38° 08' 00" W	24.63'
L-16	S 19° 36' 31" E	13.15'
L-17	S 14° 46' 30" W	14.10'
L-18	S 0° 24' 20" W	21.20'
L-19	S 17° 30' 44" E	14.63'
L-20	S 8° 44' 12" W	16.20'

CURVE TABLE							
CURVE #	CURVE LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C-1	124.33'	300.00'	23° 44' 45"	N47° 11' 53"E	123.45'	N35° 19' 30"E	N59° 04' 15"E
C-2	9.16'	13.00'	40° 22' 34"	S38° 52' 57"W	8.97'	S59° 04' 14"W	S18° 41' 39"W
C-3	6.28'	4.00'	90° 00' 00"	S14° 04' 15"W	5.66'	S59° 04' 15"W	S30° 55' 45"E
C-4	6.28'	4.00'	90° 00' 00"	S75° 55' 45"E	5.66'	S30° 55' 45"E	N59° 04' 15"E
C-5	42.41'	284.00'	8° 30' 57"	S41° 39' 38"E	42.17'	S37° 24' 09"E	S45° 55' 06"E
C-6	17.27'	284.00'	3° 29' 03"	S47° 39' 38"E	17.27'	S45° 55' 06"E	S49° 24' 09"E
C-7	31.81'	316.00'	5° 46' 07"	S46° 31' 06"E	31.80'	S49° 24' 09"E	S43° 38' 03"E
C-8	30.04'	316.00'	5° 26' 47"	S40° 54' 39"E	30.03'	S43° 38' 03"E	S38° 11' 15"E
C-9	8.52'	284.00'	1° 43' 06"	S39° 02' 48"E	8.52'	S38° 11' 15"E	S39° 54' 22"E
C-10	10.24'	200.00'	2° 56' 03"	N39° 39' 17"W	10.24'	N41° 07' 19"W	N38° 11' 15"W
C-11	49.77'	284.00'	10° 02' 26"	S44° 55' 34"E	49.70'	S39° 54' 22"E	S49° 56' 47"E
C-12	32.74'	200.00'	9° 22' 43"	N45° 48' 40"W	32.70'	N50° 30' 02"W	N41° 07' 19"W
C-13	51.03'	284.00'	10° 17' 44"	S55° 05' 39"E	50.96'	S49° 56' 47"E	S60° 14' 31"E
C-14	34.00'	200.00'	9° 44' 29"	N55° 22' 16"W	33.96'	N60° 14' 31"W	N50° 30' 02"W
C-15	19.28'	139.46'	7° 55' 18"	N56° 36' 13"E	19.27'	N60° 33' 52"E	N52° 38' 34"E
C-16	20.42'	13.00'	90° 00' 00"	N7° 36' 03"E	18.38'	N52° 36' 03"E	N37° 23' 57"W
C-17	24.96'	23.00'	62° 10' 55"	N68° 29' 24"W	23.75'	N37° 23' 57"W	S80° 25' 09"W
C-18	6.93'	52.00'	7° 38' 03"	S84° 14' 10"W	6.92'	S80° 25' 09"W	S88° 03' 11"W
C-19	60.87'	145.00'	24° 03' 10"	S20° 59' 07"E	60.42'	S8° 57' 32"E	S33° 00' 42"E
C-20	46.07'	52.00'	50° 45' 36"	N34° 20' 45"W	44.58'	N59° 43' 33"W	N8° 57' 56"W

CURVE TABLE							
CURVE #	CURVE LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C-21	96.62'	145.00'	38° 10' 40"	S10° 07' 47"W	94.84'	S29° 13' 07"W	S8° 57' 32"E
C-22	35.28'	52.00'	38° 52' 25"	N10° 28' 16"E	34.61'	N8° 57' 56"W	N29° 54' 29"E
C-23	23.73'	52.00'	26° 08' 49"	N42° 58' 53"E	23.52'	N29° 54' 29"E	N56° 03' 18"E
C-24	70.10'	145.00'	27° 42' 03"	S43° 04' 09"W	69.42'	S56° 55' 10"W	S29° 13' 07"W
C-25	45.09'	69.00'	37° 26' 31"	S75° 38' 26"W	44.29'	N85° 38' 19"W	S56° 55' 10"W
C-26	28.49'	52.00'	31° 23' 43"	N71° 45' 09"E	28.14'	N56° 03' 18"E	N87° 27' 01"E
C-27	33.88'	52.00'	37° 19' 47"	S73° 53' 06"E	33.28'	N87° 27' 01"E	S55° 13' 12"E
C-28	33.18'	52.00'	36° 33' 22"	S36° 56' 31"E	32.62'	S55° 13' 12"E	S18° 39' 50"E
C-29	6.93'	52.00'	7° 38' 03"	S20° 57' 57"W	6.92'	S17° 08' 56"W	S24° 46' 58"W
C-30	24.96'	23.00'	62° 10' 55"	S6° 18' 29"E	23.75'	S24° 46' 58"W	S37° 23' 57"E
C-31	20.42'	13.00'	90° 00' 00"	S82° 23' 57"E	18.38'	S37° 23' 57"E	N52° 36' 03"E
C-32	46.61'	138.00'	19° 21' 13"	N42° 53' 77"E	46.39'	N52° 36' 03"E	N33° 14' 50"E
C-33	79.11'	138.00'	32° 50' 44"	N16° 49' 28"E	78.03'	N33° 14' 50"E	N0° 24' 06"E
C-34	10.04'	21.00'	27° 23' 27"	N13° 17' 37"W	9.94'	N0° 24' 06"E	N26° 59' 21"W
C-35	9.12'	21.00'	24° 52' 39"	N39° 25' 40"W	9.05'	N26° 59' 21"W	N51° 52' 00"W
C-36	26.42'	84.00'	18° 01' 03"	N8° 36' 25"W	26.31'	N0° 24' 06"E	N17° 36' 57"W
C-37	13.83'	21.00'	37° 43' 54"	N70° 43' 57"W	13.58'	N51° 52' 00"W	N89° 35' 54"W
C-38	22.35'	149.00'	8° 35' 44"	N35° 18' 02"W	22.33'	N89° 35' 54"W	N81° 00' 10"W
C-39	9.60'	66.00'	8° 20' 05"	S85° 25' 51"E	9.59'	S81° 15' 48"E	S89° 35' 54"E
C-40	66.41'	149.00'	25° 32' 16"	N68° 14' 02"W	65.86'	N81° 00' 10"W	N85° 27' 54"W

CURVE TABLE							
CURVE #	CURVE LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C-41	25.16'	66.00'	21° 50' 21"	S70° 20' 38"E	25.00'	S59° 25' 27"E	S81° 15' 48"E
C-42	62.52'	149.00'	24° 02' 32"	N43° 26' 38"W	62.07'	N55° 27' 54"W	N31° 25' 22"W
C-43	32.82'	66.00'	28° 29' 41"	S45° 10' 37"E	32.49'	S30° 55' 46"E	S59° 25' 27"E
C-44	20.42'	13.00'	90° 00' 00"	S75° 55' 45"E	18.38'	N59° 04' 15"E	S30° 55' 45"E
C-45	80.85'	300.00'	15° 26' 31"	N43° 02' 46"E	80.61'	N35° 19' 30"E	N50° 46' 02"E

PREPARED BY:
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300 EAST FRONT STREET
MOUNT HOREB, WI 53572
www.wyserengineering.com

PREPARED FOR:
ENCORE HOMES
6840 SCHNEIDER ROAD
MIDDLETON, WI 53562

SURVEYED BY: ZMR/MAL
DRAWN BY: JWS
APPROVED BY: JWS

WYSER ENGINEERING

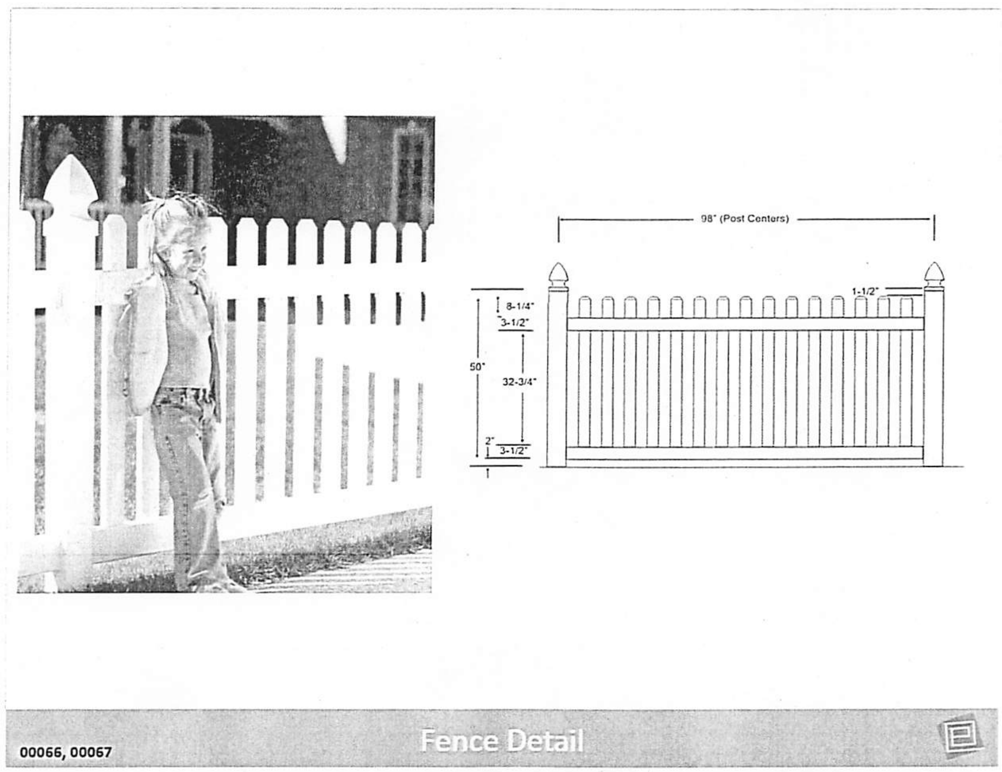
SHEET 7 OF 7 SHEETS

EXHIBIT A

TAB 2 - DECLARATION

EXHIBIT B

Pre-Approved Fence Type per Section 7.04(b) of Declaration



BY-LAWS

OF

WINDFLOWER VILLAGE, A CONDOMINIUM

TABLE OF CONTENTS

BY-LAWS
OF
WINDFLOWER CONDOMINIUM ASSOCIATION, INC.

ARTICLE 1.
NAME AND LOCATION

1.1 Name.

The name of the corporation shall be Windflower Village Condominium Association, Inc. (the "Association").

1.2 Location.

The principal office of the Association shall be 6840 Schneider Road, Middleton, WI 53562. The initial Registered Agent of the Association is Jeffrey A. Jaschinski, 6840 Schneider Road, Middleton, WI 5356. The Association may change its principal office and Registered Agent from time to time, and at the discretion of it Board.

ARTICLE II
APPLICATION, MEMBERSHIP AND INITIAL ORGANIZATION

2.1 Application.

These By-Laws, together with the Declaration of Condominium of Windflower Village, a Condominium (the "Declaration"), the Articles of Incorporation for Windflower Village Condominium Association, Inc., all amendments to the foregoing, all rules and regulations passed by the Association, and Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time, shall apply to, govern and control the real property and improvements both currently and as hereafter constructed as located in the Village of Mount Horeb, Dane County, Wisconsin and more particularly shown and described in "Exhibit A" of the Declaration. Any and all present or future owners, tenants, employees and other persons using the Condominium shall be governed by the Declaration; these By-Laws; the Articles; and the Act. The mere acquisition, rental or occupancy of a Unit within the Condominium will signify the acceptance and ratification of these By-Laws by all such persons. Capitalized terms used herein but not defined herein have the meanings used in the Declaration. Nothing in these By-Laws shall limit the rights or powers of the Declarant under the Declaration.

2.2 Members.

"Members" of the Association shall consist of all "Owners" as that term is defined in the Declaration.

ARTICLE III
VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

3.1 Voting.

(a) Except as set forth in the Declaration, each Unit is vested with one vote so that the total number of votes is equal to the number of Units in the Condominium. There shall be no cumulative voting.

(b) If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the Owners of the Unit and filed with the Secretary of the Association. If the owners of a Unit cannot agree on how to vote, such Unit shall lose its vote for the particular item to be voted upon.

(c) If a Unit is owned by a legal entity, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by a duly authorized officer of such entity and filed with the Secretary of the Association. Certificates of appointment shall be valid until revoked or superseded by a subsequent certificate or a change in ownership to the Unit occurs.

3.2 Majority of Owners.

A matter shall be deemed approved if approved by those Owners holding more than fifty (50%) percent of the votes to be cast on the particular matter to be voted upon.

3.3 Quorum.

Except as otherwise provided in these By-Laws, the presence in person or by proxy of voters holding more than fifty percent (50%) of all votes shall constitute a quorum.

3.4 Proxies.

Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE IV
MEETINGS OF THE OWNERS

4.1 Roster of Owners.

Each Owner shall furnish the Association with the Owner's name and current mailing address. Until an Owner has furnished such information, the Owner may not vote at meetings of the Association.

4.2 Place of Meetings.

Meetings of the Association shall be held at such place as is designated by the Board.

4.3 Annual Meeting.

The annual meeting of the Association shall be held on the first Tuesday of November of each year, or such other date as is selected by the Board. At the annual meeting, Directors may be elected by the Owners. The Owners may also transact such other business of the Association as may properly come before them.

4.4 Special Meetings.

The President shall call a special meeting of the Owners if directed by resolution of the Board or upon a petition signed by the Owners with more than 50% of the Percentage Interests and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice. So long as the Declarant owns all or part of any Unit in the Condominium the Declarant will have the power to call a special meeting of the Owners.

4.5 Notice of Meetings.

The Secretary shall deliver or mail a notice of each meeting, stating its purpose and the time and place where it is to be held, to each Owner at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless waivers are duly executed by all Owners. The delivery or mailing of a notice in the manner provided in this Section shall be considered notice served, effective upon the date of delivery or mailing.

4.6 Adjourned Meetings.

If a quorum does not attend a meeting, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called and no additional notice shall be required.

4.7 Parliamentary Procedure.

Except where inconsistent with these By-Laws, meeting of the Association shall be conducted in accordance with a current edition of Roberts Rules of Order.

4.8 Order of Business.

The order of business at all meetings of the Members shall be as follows:

(a) Roll call.

(b) Proof of Notice of meeting or waiver of notice.

(c) Reading of minutes of preceding meeting.

(d) Reports of officers.

(e) Reports of committees.

(f) Election of Directors (when applicable).

(g) Unfinished business.

(h) New business.

ARTICLE V
BOARD OF DIRECTORS

5.1 Board of Directors.

Subject to the Declarant's Control under Section 6.02 of the Declaration, the business and affairs of the Association shall be managed by its Board of Directors, which shall consist of 3 Directors. At the time Declarant turns over control of the Association under Section 6.02 of the Declaration, the Board of Directors shall consist of 5 Directors. Not more than one of the Directors may be a non-Member, except for Directors appointed by the Declarant or officers of the Declarant. The Board shall have the powers, duties and responsibilities set forth in the Act, the Declaration and the Articles.

5.2 Election and Term of Office.

The terms of office of the Directors shall be fixed for 2 years each. The Board will, as Directors are elected in accordance with Section 2.3 and thereafter from time to time, establish procedures so as to stagger the terms of the Directors. If 2 or more Directors are to be elected at the same time for differing terms of office, then at the time of the election, each candidate shall declare, before the votes are cast, the length of the term as Director for which he or she is a candidate. Each Director shall hold office until a successor is elected and the successor has attended his or her first meeting of the Board. When more than one Director is to be elected at any meeting, each Member shall cast votes for candidates equal in number to the Directors to be elected; provided, however, that a Member may not cast more than one (1) vote for each Unit owned by the Member for any single candidate. The candidates who are elected shall be those receiving the greatest number of votes, in decreasing order, until the number of Directors to be elected have been so elected.

5.3 Powers and Duties.

The Board shall have the powers necessary to administer the Condominium including the following:

(a) Make and enforce (including enforcement through the establishment of a system of fines), rules and regulations, and amendments thereto from time to time, respecting the operation, use and occupancy of the Condominium.

(b) Adopt a budget and make and collect assessments from the Members in accordance with the provisions of the Declaration, and expend said assessments for insurance, taxes, utility services for and maintenance, repair and operation of the Common Elements of the Condominium as required under the Declaration or for such other purposes as fall within the responsibility of the Association and general powers of the Board.

(c) Execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the Condominium.

(d) Satisfy all liens against the Condominium and pay necessary expenses connected therewith.

(e) Employ a professional property manager, a management company, or managing agent on a salaried basis to perform such duties as the Board shall authorize including but not limited to, the duties listed in this Section.

(f) Perform such other functions as are required by law.

5.4 Fees.

No fee or other compensation shall be paid to any member of the Board at any time.

5.5 Vacancies.

A vacancy on the Board created by any reason other than removal by a vote of the Members shall be filled by vote of the majority of the remaining Directors, even though they constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

5.6 Removal of Directors and Successor Directors.

At any regular or special meeting duly called, any one (1) or more of the Directors elected by the Members may be removed with or without cause by a majority of the Members and a successor elected by the Members to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

5.7 Organization Meeting.

The first meeting of a Board, after one (1) or more Directors is newly elected, shall be held within thirty (30) days of such election at such place as determined by the Board at the meeting at which such Directors were newly elected. No notice shall be necessary in order to legally constitute such meeting, providing a majority of the whole Board shall be present.

5.8 Regular Meetings.

Regular meetings of the Board may be held at such time and place as is designated by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone, email, or telefacsimile at least three (3) days prior to the day named for each meeting.

5.9 Special Meetings.

A special meeting of the Board may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone, email, or telefacsimile, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner on the written request of at least two (2) or more Directors. So long as Declarant owns any Unit in the Condominium the Declarant will have the right to call a special meeting of the Board in the same manner as the President.

5.10 Waiver of Notice.

Before or at any meeting of the Board, any Director may waive notice of such meeting in writing and such waiver shall be deemed the equivalent of notice duly given. Attendance by a Director at any meeting of the Board shall also be deemed a waiver of notice. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.11 Board Quorum.

A majority of the Directors shall constitute a quorum for the transaction of business at all Board meetings. If, at any meeting of the Board, less than a quorum is present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the original meeting may be transacted without further notice.

5.12 Fidelity Bonds.

The Association shall furnish and pay adequate fidelity bonds for all officers and employees of the Association responsible for Association funds.

5.13 Liability of Directors and Officers.

No Director or officer of the Association shall be personally liable to the Association or Members for any loss or damage suffered on account of any action taken or omitted to be taken in that person's capacity as a Director or officer of the Association if such person (a) exercised and used the same degree of care and skill as a prudent individual would exercise under the circumstances in the conduct of such individual's own affairs, or (b) acted or took no action based upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which was reasonably believed to be true. The foregoing shall not be exclusive of any other right or defense.

5.14 Unanimous Consent.

Any action required or permitted to be taken by the Board under the Declaration, Articles of Incorporation or these By-Laws at a meeting may be taken without a meeting if a written consent setting forth the action so taken, is signed by all Directors then in office.

5.15 Indemnity of Directors and Officers.

Every person who is or was a Director or officer of the Association (together with the personal representatives and heirs of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a Director or officer, except as to matters resulting in a final determination of gross negligence or willful misconduct on the part of such Director or officer. In event of settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance as a Director of officer in relation to the matter involved. The Association, by its Board, may indemnify in like manner, or with any limitations, any employee or former employee of the Association, with respect to any action taken or not taken as an employee. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with the foregoing indemnification shall be a Common Expense; provided, however, that nothing in this Section shall be deemed to obligate the Association to indemnify any Member who is or has been an employee, Director or officer of the Association with respect to duties or obligations imposed by the Declaration, Articles or these By-Laws due to status as a Member of the Association.

ARTICLE VI
OFFICERS

6.1 Designation.

The three principal officers of the Association shall be a President, Vice President, and Secretary-Treasurer, each of whom shall be elected by the Board and serve one (1) year terms. The Directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be necessary. Officers may, but need not, be Directors. In the discretion of the Board from time to time, the Board may separate the offices of Secretary and Treasurer, so that there are 4 officers, and may thereafter consolidate such offices so that there are again only 3 officers.

6.2 Election of Officers.

The officers of the Association shall be elected annually by the Board at its organizational meeting following the annual meeting. Officers shall hold office at the pleasure of the Board.

6.3 Removal of Officers.

Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, and a successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose. If an officer is also a Director, then removal of such person from office does not remove such person from the Board; reference is made to Section 5.6.

6.4 President.

The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which usually vested in the office of president of a non-profit corporation, including, but not limited to, the power to appoint committees from among the Members from time to time as appropriate to assist in the conduct of the affairs of the Association.

6.5 Vice President.

The Vice President shall take the place of the President whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint a Director to serve in such capacity on an interim basis. The Vice President shall also perform such other duties imposed by the Board from time to time.

6.6 Secretary.

The Secretary shall keep the minutes of all meetings of the Board and the Association. The Secretary shall have charge of such books and papers as the Board directs and in general, perform all duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board of Directors.

6.7 Treasurer.

The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all Association receipts and disbursements. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as designated by the Board.

6.8 Compensation.

No officer shall receive compensation for services rendered the Association unless authorized by a resolution of the Members.

ARTICLE VII
BUDGET, ASSESSMENTS AND DEPOSITORIES

7.1 Budget.

The Board shall adopt a budget for the operation of the Association at least annually, as provided in the Declaration.

7.2 Assessments.

The estimate of Common Expenses shall be assessed against each Unit on an annual basis and paid in monthly installments as provided in Article 6 of the Declaration. Assessments and installments of assessments shall be paid on or before ten (10) days after the date when such assessments and installments are due. Any assessment or installment not paid within ten (10) days of its due date shall be delinquent and the Owner shall be charged interest at the rate of twelve (12%) percent per annum (or such other amount determined by the Board) on the unpaid assessment or installment of such assessment. Interest shall accrue from the date when the assessment or installment was first due until paid. All payments upon account shall be first applied to interest, if any, and then to the assessment payment first due.

7.3 Unpaid Assessment Could Cause Loss of Vote or Lien on Unit.

No Owner who is more than ten (10) days delinquent in the payment of an assessment or installment on an assessment shall be entitled to vote at any regular or special meeting of the Owners. If an Owner fails to timely pay an assessment or installment such failure shall be in default and the Board shall take appropriate measures as allowed by the Declaration or at law, including, but not limited to, the filing of a statement of lien in accordance with the Declaration, which statement shall be signed and verified by the Secretary of the Association or any other officer authorized by the Board.

7.4 Depositories.

The funds of the Association shall be deposited in such bank(s) or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the officers who shall from time to time be designated by the Board for the purpose. The Board may elect to require Owners to pay assessments imposed by the Board directly to a designated depository. The Board may elect to direct that checks of less than $500 for payment of Association obligations bear only one (1) signature of a designated officer and that checks for a greater amount bear a signature and counter-signature of designated officers.

ARTICLE VIII
COMMON ELEMENTS

8.1 Use of Common Elements.

No Member shall place or cause to be placed any objects of any kind in the Common Areas.

8.2 Right of Entry.

Each Member grants a right of entry to the professional property manager, management company or managing agent (if any) employed by the Board or to any other person authorized by the Board to enter the Member's Unit for the purpose of performing non-emergency installations, alterations or repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the Member. Each Member further grants to the Board a right of entry without advance notice in case of emergency, whether the Member is present or not. Damage or loss caused due to an emergency shall be at the expense of the Owner of the Unit to which entry is made if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

8.3 Pets and Other Animals.

Each Unit may have the privilege of keeping certain Pets, and no other animals, within the Condominium, on the following conditions:

(a) A "Pet" is a domestic dog, cat or bird (other than large birds of prey) or aquarium fish, which are not maintained for breeding or commercial purposes. By virtue of this definition, no other animals are permitted to be on the Property as pets of any Occupant.

(b) The provisions of subsections (a), (d), (e), (f), (g), (h), (i) and (j) of this Section apply to Pets which are resident in the Condominium on the date of recordation of the Declaration; the provisions of subsection (c) of this Section do not apply to such Pets. All of the provisions of this Section will apply to all new Pets, including replacement Pets and Pets which are born to such Pets.

(c) The Board may adopt a Rule further limiting the number of combination of Pets in a Unit.

(d) No Pet is permitted on any of the Common Elements unattended.

(e) The individual attending the Pet shall immediately dispose of any and all of the Pet's solid waste in the manner prescribed by the Board.

(f) The owner of each Pet shall comply with such further Rules of Pet ownership as may be promulgated by the Board.

(g) The Pet must be licensed by the Village, if required under applicable ordinances.

(h) Each Pet must immediately and permanently be removed from the Condominium if, in the sole judgment of the Board, the Pet is or becomes: offensive; a nuisance; harmful in any way to the Condominium or any Owner or Occupant; or otherwise kept in violation of the terms of this Section or Rules. Possession of Pets on the Condominium shall not be considered a property right.

(i) Any and all costs of repairing damage caused by a Pet shall be borne by its Owner.

(j) There shall be no commercial boarding allowed. Kennels shall be inside the home or garage unless otherwise approved by the Committee in writing. Each Owner should review the applicable municipal ordinances relating to ownership of animals. No owner shall have more than two dogs and two cats. The following dog breeds are prohibited: Pit Bull Terriers, Staffordshire Terriers, Rottweilers, German Shepherds, Presa Canarios, Chow Chows, Doberman Pinschers, Akitas, Wolf-hybrids, Bull Mastiffs, Great Danes and Alaskan Malamutes or any mixes of the above breeds.

(k) Any Owner failing to comply with any part of this Section shall, absent unusual circumstances under which the Board determines that some lesser or other remedial action is appropriate, be assessed a monthly animal fee in an amount of Five Hundred Dollars ($500.00) per month or part thereof until the Owner has complied, in addition to any other remedy including the revocation of the license to maintain a Pet. Such animal fee shall be a special assessment and may be collected in the same manner as assessments under Article 6 of the Declaration.

ARTICLE IX
CONDITIONAL USE PERMIT

The Condominium is subject to a Conditional Use Permit (CUP) that shall be renewed prior to the five anniversary of its original approval date of December 1, 2021 (and each five years thereafter or as required by future approvals). The Association shall submit the request to renew at least six months prior to the expiration of the current CUP. The Association may obtain the CUP Application from the Village of Mount Horeb Zoning Department

ARTICLE X
55 YEARS OF AGE

10.1 Housing For Older Persons. This Condominium is an active housing for older persons community and is hereby subjected to the provisions of Wis. Stat. § 106.50(5m) housing for older persons, which provides that that housing intended and operated for occupancy by at least one person aged 55 years or older per unit is considered housing for older persons and exempted from certain anti-discrimination laws.

10.2 Policies and Procedures.

(a) The Association or its management company shall insure that the Condominium is referred to as a Community for Older Persons or as a 55 Years or Older Community. All advertising used to attract prospective buyers or residents to the Condominium shall also provide that at least one resident in the Unit must be 55 Years or Older.

(b) The Association or its management company shall require that at least 80 percent of the Units are occupied by at least one person 55 years of age or older. The Association shall have the right to prohibit a Unit Owner from residing in the Unit or from having anyone else reside in the Unit if there is not at least one person 55 years of age or older residing in the Unit.

(c) The Association or its management company shall verify for each Unit that at least one resident is a person 55 years of age or older. For verification, the Association or its management company shall obtain a copy of the resident's birth certificate, drivers license, passport, immigration card, military identification, or any other state, local, national or international documentation, provided it contains current information about the age or birth of the possessor. A self-certification in a lease, application affidavit, or other document signed by an adult member of the household asserting that at least one occupant in the unit is 55 years of age or older will satisfy this requirement.

(d) The Association or its management company shall adopt any other policies or procedures necessary to ensure that the Condominium retains its exemption as 55 or older housing.

10.3 Records. The Association or its management company shall maintain records containing written verification that all of the following factors apply to the housing:

(a) The Association or its management company shall retain a list of occupants of the Units that includes the age of the occupants.

(b) The Association or its management company shall re-survey its list of residents within the Units at least every two years to ensure that the 80% requirement is met. The re-survey shall apply the verification procedures set forth under Section 10.2(c) above.

(c) The Association or its management company shall maintain its resident lists and verification records as long as the Condominium remains 55 years of age or older community. The Association shall maintain copies of advertising and other postings that it uses for the sale or rental of Units that establish that the Condominium is marketed as a community for persons 55 years of age or older.

ARTICLE XI
AMENDMENTS

11.1 Amendments.

No amendment shall take effect unless approved by the Owners constituting more than fifty percent (50%) of the total Percentage Interests in the Condominium, as defined in the Declaration. No amendment shall limit any right granted to or reserved by Declarant herein or in the Declaration.

ARTICLE XII
MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS

12.1 Notice to Association.

Any Member who mortgages a Unit shall notify the Secretary of the Association of such mortgage or mortgages and the name and address of the mortgagee(s). The Secretary of the Association shall maintain a record of the names and addresses of all mortgagees of which the Secretary is given notice.

12.2 Notice of Unpaid Assessments.

Within ten (10) days of request by a mortgagee, proposed mortgagee or purchaser who has a contractual right to purchase a Unit, the Association shall furnish a statement setting forth the amount of the then unpaid assessments pertaining to such Unit. If any mortgagee, proposed mortgagee or purchaser of such Unit, in reliance upon such statement disburses mortgage loan proceeds or expends the purchase price, such mortgagee, proposed mortgagee or purchaser shall not be liable for, nor shall such Unit be subject to a lien which is not properly filed in accordance with law prior to the date of the statement, for any unpaid assessments in excess of the amount set forth in the statement. If the Association does not provide such a statement within ten (10) business days after such request, then the Association is barred from making claim for any delinquent assessments other than against any such mortgagee, proposed mortgagee or purchaser under a lien properly filed in accordance with law prior to the request for the statement.

12.3 Notice to Mortgagee.

Any first mortgagee of a Unit making request to the Secretary, shall be entitled to written notice from the Association of any default by the Member upon whose Unit the mortgage is held in the performance of obligations set forth in these By-Laws, this Declaration and any amendments to the foregoing or all rules and regulations of the Association, which default is not cured within thirty (30) days after notice is provided to the defaulting Unit owner. Any notice required or permitted to be given to any mortgagee pursuant to these By-Laws shall be deemed given if mailed or delivered to such mortgagee at the address shown in such record and shall be deemed effective as of the date of mailing or delivery.

ARTICLE XIII
CONFLICTS

13.1 Conflicts.

These By-Laws are intended to comply with the Act and Declaration. If any provision of these By-Laws conflicts with the Act or the Declaration, the Act or Declaration will control.

ARTICLE XIV
FISCAL YEAR; TAX STATUS

14.1 Fiscal Year.

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of each year. The Association is intended to qualify under Section 528 of the Internal Revenue Code as an organization intended for residential real estate management association. As such an organization, the Association is:

(a) Organized and operated to provide for the acquisition, construction, management, maintenance and care of Association property;

(b) A minimum of sixty percent (60%) of the income received by the Association for each taxable year shall be received in response to assessments against its Members;

(c) Ninety percent (90%) or more of the Association expenditures for each taxable year shall be spent on acquisition, construction, management, maintenance and care of Association property; and

(d) No part of the net earnings of the Association shall inure to the benefit of any private shareholder or individual except as related to acquisition, construction or providing management, maintenance or care of Association property or by rebate of excess assessments to any Member.

14.2 Tax Status.

The Association shall elect in the manner prescribed through regulation by the Secretary of the Treasury to have this section apply for each taxable year of the Association.

These By-Laws are adopted effective as of September 16, 2021 and amend, restate, replace, and supersede any and all previously adopted By-Laws of the Association.

Wisconsin Department of Financial Institutions
Strengthening Wisconsin's Financial Future

Corporations Bureau

Form 102-Nonstock Corporation Articles of Incorporation

Name of Corporation	
Name of Corporation:	Windflower Village Condominium Association, Inc.
Principal Office	
Mailing Address:	6840 Schneider Road
City:	Middleton
State:	Wisconsin
Zip Code:	53562
Registered Agent	
Registered Agent Individual:	Jeffrey A Jaschinski
Name of Entity:	
Street Address:	6840 Schneider Road
City:	Middleton
State:	Wisconsin
Zip Code:	53562
Select Statement	
Select one statement:	The corporation will have members
Is this corporation authorized to make distributions under the statute?:	No
This document was drafted by:	Jeffrey A Jaschinski
Incorporator	
Name:	Jeffrey A Jaschinski
Street Address:	6840 Schneider Road
City:	Middleton
State:	Wisconsin
Zip Code:	53562
Incorporator Signature	
I understand that checking this box constitutes a legal signature:	Yes
Incorporator Signature:	Jeffrey A Jaschinski
Optional Articles	
The purpose(s) for which the corporation is incorporated:	Condominium Association
Delayed Effective date:	

Directors	
Name:	Chad D Wuebben
Street Address:	6840 Schneider Road
City:	Middleton
State:	Wisconsin
Zip Code:	53562
Name:	Cari L Wuebben
Street Address:	6840 Schneider Road
City:	Middleton
State:	Wisconsin
Zip Code:	53562
Name:	Jeffrey A Jaschinski
Street Address:	6840 Schneider Road
City:	Middleton
State:	Wisconsin
Zip Code:	53562

Optional Contact Information	
Name:	Jeffrey A Jaschinski
Address:	6840 Schneider Road
City:	Middleton
State:	Wisconsin
Zip Code:	53562
Phone Number:	6088364345
Email Address:	jjaschinski@encorehomesinc.com

Endorsement	
	FILED
Received Date:	09/16/2021

Kane
PROPERTY MANAGEMENT, LLC

To: Windflower Village
Condominium Association, Inc.
Mt. Horeb, WI 53572

Kane Property Management will complete the following services at Windflower Village Condominium Association, Inc. for the amount of $200 per month.

Property Management Services

- Keep all records of the affairs of the Association, including the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, Policies, Minutes of meetings, Copies of contracts, Record of insurance coverage, etc....
- Guide and assist the Declarant/Directors in the development of policies and procedures
- Advise and assist in the administration of the provisions of the governing documents
- Maintain a current roster of Owners *55+ and Directors
- Collection of monthly dues and other assessments and monies due to the Association
- Issue electronic communications
- As directed by the Declarant/Directors authorize and facilitate those activities which are necessary to maintain the property
- On behalf of the Association negotiate contracts for landscaping, snow removal, and other services as necessary and/or advisable by the Declarant/Directors.
- Agent shall not make any non-budgeted expenditure or incur any nonrecurring contractual obligations exceeding $1,000.00 without prior consent of the Declarant/Directors, except for cases of emergency conditions which may involve a danger to life or property or which may threaten the safety of the property or the individual owners and occupants or which may threaten the suspension of necessary service to the property.
- All individuals who handle or are responsible for the safekeeping of any monies of the Association shall be covered by a bond protecting the Association. Secured and provided by the Association.
- Vendor contracts shall be made in the name of Windflower Village Condominium Association, Inc. and signed on behalf of the Managing Agent or the Association with a minimum of two signatures from authorized members.
- The Declarant/Board shall designate one of its members, who shall be authorized to deal with the agent on any matter relating to the management of the property. Agent shall not accept directions or instructions with regard to the management of the property from anyone else.

Accounting Services

- QuickBooks Online Plus software is provided as a cloud based solution for your accounting package. This is required to properly manage your Association now and in the future. This all inclusive price includes three logins. Access and all records are cloud based
- Payment of accounts payable through online cloud based technology. All vendor invoice files will be maintained by Agent up to seven years
- All client billings will be completed by our staff, all invoices will be cloud based
- Calculate late fees and interest on a monthly basis, issue statements for delinquent owners
- Reconciliation of bank statements, online bank account access required
- Bank deposits, as needed
- Monthly deposits, in an amount specified by the annual budget, shall be made to a reserve account as directed by the Board
- Preparation of monthly financial statements
- Reconcile QuickBooks for Tax Preparation

Portal Delivery System

- All deliverables will be sent to your individual portal system
- Portals are open 24/7 and provide the highest degree of security currently available
- Portal will maintain up to 7 years of historical information

Technology Services

- Access to QuickBooks via www.berndtcpa.com
- Access to bill payment via www.berndtcpa.com
- Access to client invoicing via www.berndtcpa.com
- Access to all financial data via www.berndtcpa.com

Fees for Additional Property Management Services

- One time on-boarding fee of $500.00
- Annual operating budget - $74.00 per hour, assistance from Berndt CPA - cost plus
- Organize annual and special meetings for the Association, including the preparation ofnotices, agendas, and other necessary documents - $74.00 per hour
- Attendance of the Annual Owners Meeting - $111.00 per hour
- Administer the Association insurance portfolio including the filing of all claims - $74.00 per hour
- Prepare disclosure materials for Real estate related requests - $74.00 admin fee per request
- As directed by the Declarant/Directors assist the Association when involved in any type of litigation $74.00 per hour
- As directed by the Declarant/Directors complete general building maintenance as needed - $74.00 per hour
- Emergency maintenance 24/7 outside of normal operating hours, 8AM – 4PM Monday through Friday will be billed at $111.00 per hour
- Kane Property Management will use Non-Routine outsourced vendors to service your facility. Services from an outsourced vendor will be billed on a cost plus 20% basis. A minimum service fee of $74.00 applies. (All projects and service work outlined in the annual budget will not be subject to cost plus 20% or the minimum $74 service fee)
- Additional services requested by the Declarant/Directors not included in the above scope will be billed at a rate of $74.00 per professional hour expended. *KPM will notify the Declarant/Directors of additional charges before the work is performed.

Fees for additional Tax Services

Annual 1099 filings - Market rate provided by Berndt CPA
Annual 1120H per year - Market rate provided by Berndt CPA
CPA rates for work outside of fixed fee billing - $100 - $200 per hour

Any questions please feel free to call us anytime. I appreciate the opportunity to present you with this service agreement. We look forward to doing business with you!

Thank you,

Adam Kane

Kane Property Management, LLC.

Accepted by Windflower Village Condominium Association, Inc.

Jeffrey A Jaschinski Date 01/28/2022

Terms/Conditions: This agreement shall commence on April 1st, 2022 and will continue until terminated. This agreement may be terminated by either party with valid cause upon 30 days written notice. The proposed pricing is subject to County tax and the 5% State sales tax. Payments to be made 30 days after invoice date, to the value of 100% of all work completed. Invoicing will be done on a monthly basis with the entire amount of contract to be paid within 30 days of completion. A finance charge of 1 ½ % per month will be applied to any months previous balance. Price quotes active for 30 days. The proposed pricing is subject to change. Service agreements will increase by 5% annually. Service Agreements will be reformed on an annual basis.

Future Budget

Windflower Village Condominium Association Inc
For the period ended December 31, 20xx

Prepared by
Berndt CPA LLC

Prepared on
March 2, 2022

For management use only

Table of Contents

Budget Overview 20xx Budget - P&L - Monthly

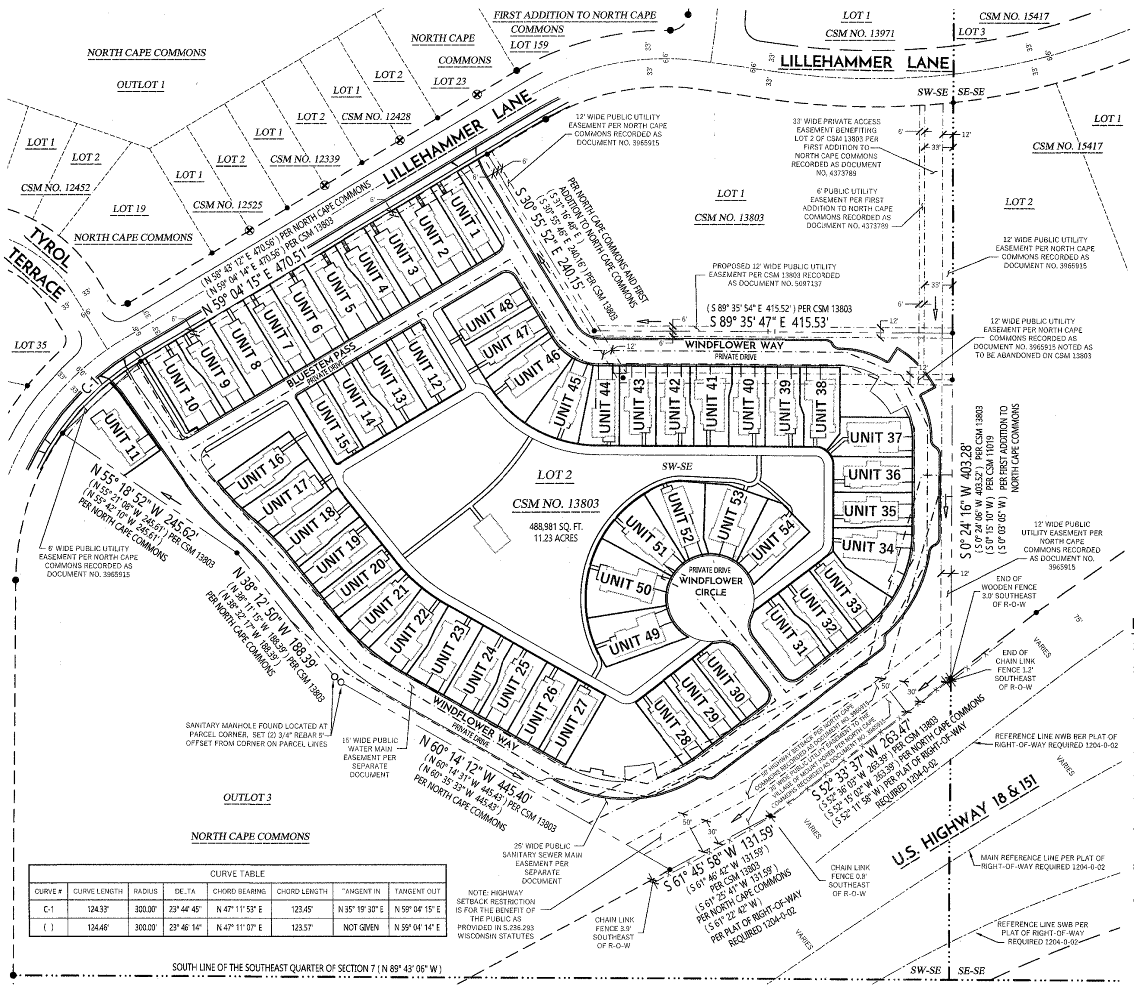
January - December 20xx

	Jan 20xx	Feb 20xx	Mar 20xx	Apr 20xx	May 20xx	Jun 20xx	Jul 20xx	Aug 20xx	Sep 20xx	Oct 20xx	Nov 20xx	Dec 20xx	Total
INCOME													
41000 Association Dues	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	81,000.00
Total Income	**6,750.00**	**6,750.00**	**6,750.00**	**6,750.00**	**6,750.00**	**6,750.00**	**6,750.00**	**6,750.00**	**6,750.00**	**6,750.00**	**6,750.00**	**6,750.00**	**81,000.00**
GROSS PROFIT	**6,750.00**	**6,750.00**	**6,750.00**	**6,750.00**	**6,750.00**	**6,750.00**	**6,750.00**	**6,750.00**	**6,750.00**	**6,750.00**	**6,750.00**	**6,750.00**	**81,000.00**
EXPENSES													
60210 Office Supplies	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	240.00
63300 Insurance	233.00	233.00	234.00	233.00	233.00	234.00	233.00	233.00	234.00	233.00	233.00	234.00	2,800.00
66700 Professional Services	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	900.00
66800 Property Management Fees	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	18,000.00
67000 Repairs and Maintenance													0.00
67200 General Maintenance	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	6,000.00
67300 Landscaping and Groundskeeping	0.00	0.00	0.00	0.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	0.00	0.00	12,000.00
67400 Watering	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00	2,000.00	2,000.00	0.00	0.00	0.00	6,000.00
69000 Snow Removal	3,500.00	3,500.00	3,500.00	3,500.00	0.00	0.00	0.00	0.00	0.00	0.00	3,500.00	3,500.00	21,000.00
Total 67000 Repairs and Maintenance	**4,000.00**	**4,000.00**	**4,000.00**	**4,000.00**	**2,500.00**	**2,500.00**	**4,500.00**	**4,500.00**	**4,500.00**	**2,500.00**	**4,000.00**	**4,000.00**	**45,000.00**
68600 Utilities													0.00
68620 Electrical	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
68650 Water/Sewer	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Total 68600 Utilities	**125.00**	**125.00**	**125.00**	**125.00**	**125.00**	**125.00**	**125.00**	**125.00**	**125.00**	**125.00**	**125.00**	**125.00**	**1,500.00**
Total Expenses	**5,953.00**	**5,953.00**	**5,954.00**	**5,953.00**	**4,453.00**	**4,454.00**	**6,453.00**	**6,453.00**	**6,454.00**	**4,453.00**	**5,953.00**	**5,954.00**	**68,440.00**
NET OPERATING INCOME	**797.00**	**797.00**	**796.00**	**797.00**	**2,297.00**	**2,296.00**	**297.00**	**297.00**	**296.00**	**2,297.00**	**797.00**	**796.00**	**12,560.00**
OTHER EXPENSES													
81000 Transfers to Reserve Fund	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00
Total Other Expenses	**1,000.00**	**1,000.00**	**1,000.00**	**1,000.00**	**1,000.00**	**1,000.00**	**1,000.00**	**1,000.00**	**1,000.00**	**1,000.00**	**1,000.00**	**1,000.00**	**12,000.00**
NET OTHER INCOME	**-1,000.00**	**-1,000.00**	**-1,000.00**	**-1,000.00**	**-1,000.00**	**-1,000.00**	**-1,000.00**	**-1,000.00**	**-1,000.00**	**-1,000.00**	**-1,000.00**	**-1,000.00**	**-12,000.00**
NET INCOME	**$ -203.00**	**$ -203.00**	**$ -204.00**	**$ -203.00**	**$1,297.00**	**$1,296.00**	**$ -703.00**	**$ -703.00**	**$ -704.00**	**$1,297.00**	**$ -203.00**	**$ -204.00**	**$560.00**

Budget Overview 20xx Budget - P&L - Annual

January - December 20xx

	Total
INCOME	
41000 Association Dues	81,000.00
Total Income	**81,000.00**
GROSS PROFIT	**81,000.00**
EXPENSES	
60210 Office Supplies	240.00
63300 Insurance	2,800.00
66700 Professional Services	900.00
66800 Property Management Fees	18,000.00
67000 Repairs and Maintenance	
67200 General Maintenance	6,000.00
67300 Landscaping and Groundskeeping	12,000.00
67400 Watering	6,000.00
69000 Snow Removal	21,000.00
Total 67000 Repairs and Maintenance	**45,000.00**
68600 Utilities	
68620 Electrical	300.00
68650 Water/Sewer	1,200.00
Total 68600 Utilities	**1,500.00**
Total Expenses	**68,440.00**
NET OPERATING INCOME	**12,560.00**
OTHER EXPENSES	
81000 Transfers to Reserve Fund	12,000.00
Total Other Expenses	**12,000.00**
NET OTHER INCOME	**-12,000.00**
NET INCOME	**$560.00**



CURVE #	CURVE LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C-1	124.33'	300.00'	23° 44' 45"	N 47° 11' 53" E	123.45'	N 35° 19' 30" E	N 59° 04' 15" E
( )	124.46'	300.00'	23° 46' 14"	N 47° 11' 07" E	123.57'	NOT GIVEN	N 59° 04' 14" E

WINDFLOWER VILLAGE

A CONDOMINIUM PLAT

LOT 2 OF CERTIFIED SURVEY MAP NO. 13803, RECORDED SEPTEMBER 10, 2014 IN VOLUME 91 OF CERTIFIED SURVEY MAPS ON PAGES 188-191, AS DOCUMENT NO. 5097137, BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWN 6 NORTH, RANGE 7 EAST, VILLAGE OF MOUNT HOREB, DANE COUNTY, WISCONSIN.

OFFICE OF THE REGISTER OF DEEDS
Dane COUNTY, WISCONSIN
RECEIVED FOR RECORD March 4th 20 22 AT 10:39 O'CLOCK A M AS DOCUMENT NO. 5816416
IN VOLUME 7-170A OF CONDOMINIUM PLATS ON PAGE(S) 1-7
Kristi Chlebowski by: Lisa Stelhel-Schy, Deputy.
KRISTI CHLEBOWSKI, REGISTER OF DEEDS

THERE ARE NO OBJECTIONS TO THIS CONDOMINIUM PLAT WITH RESPECT TO CHAPTER 703 WISCONSIN STATUTES AND IS HEREBY APPROVED FOR RECORDING.

DATED THIS 9th DAY OF March, 2022

DANE COUNTY PLANNING AND DEVELOPMENT

WISCONSIN JULIUS W. SMITH S-3091 CROSS PLAINS WI LAND SURVEYOR 2-16-2022

LEGEND

- FOUND 1" IRON PIPE UNLESS NOTED
- FOUND 3/4" REBAR
- FOUND 1-1/4" REBAR
- FOUND CHISELED X
- SET 3/4" REBAR
- (XXX) RECORDED AS
- PROPERTY LINE
- PLATTED LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- EXISTING EASEMENT
- PROPOSED FUTURE EASEMENT
- X FENCE LINE
- PROPOSED BUILDING FOOTPRINT
- EDGE OF CONCRETE
- EDGE OF ASPHALT
- DRAINAGE ARROW PER CSM 13803

NORTH

0' 50' 100' 150'
1" = 100' on 14"x22"

DRAINAGE ARROWS. ARROWS INDICATE THE THE DIRECTION OF SURFACE DRAINAGE SWALE AT INDIVIDUAL PROPERTY LINES. SAID DRAINAGE SWALE SHALL BE GRADED WITH THE CONSTRUCTION OF EACH PRINCIPAL STRUCTURE AND MAINTAINED BY THE LOT OWNER UNLESS MODIFIED WITH THE APPROVAL OF THE CITY ENGINEER. ELEVATIONS GIVEN ARE FOR THE PROPERTY CORNERS AT GROUND LEVEL AND SHALL BE MAINTAINED BY THE LOT OWNER. PER CSM 13803 RECORDED AS DOCUMENT NO. 5097137

NOTES

1. FIELD WORK PERFORMED BY WYSER ENGINEERING, LLC. ON MARCH 11TH, 2021.
2. NORTH REFERENCE FOR THIS SURVEY AND PLAT ARE BASED ON THE WISCONSIN COORDINATE REFERENCE SYSTEM, WISCRS DANE, NAD 83 (2011), GRID NORTH. SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 7 BEARS N 89°43' 06" W
3. BUILDING PLANS & DIMENSIONS ARE BASED UPON DRAWINGS PROVIDED BY THE OWNER AND DO NOT REPRESENT AS-BUILT CONDITIONS.
4. ALL IMPROVEMENTS DEPICTED WITHIN THE CONDOMINIUM LIMITS ARE PROPOSED
5. UNLESS OTHERWISE NOTED, ALL AREAS OUTSIDE OF THE UNIT BOUNDARIES ARE COMMON ELEMENTS.
6. ALL AREAS DEPICTED ON THE CONDOMINIUM PLAT AS LIMITED COMMON ELEMENTS (LCEs) SHALL BE GOVERNED BY THE TERMS & CONDITIONS OF THE DECLARATION.
7. UNIT AREAS ARE APPROXIMATE AND DO NOT SUPERSEDE UNIT BOUNDARIES AS SET FORTH IN THE DECLARATION.
8. THIS PARCEL IS SUBJECT TO ALL EASEMENTS & AGREEMENTS, BOTH RECORDED AND UNRECORDED.
9. SEE SHEETS 2-6 OF 7 FOR UNIT DETAILS AND SHEET 7 OF 7 FOR LINE AND CURVE TABLES

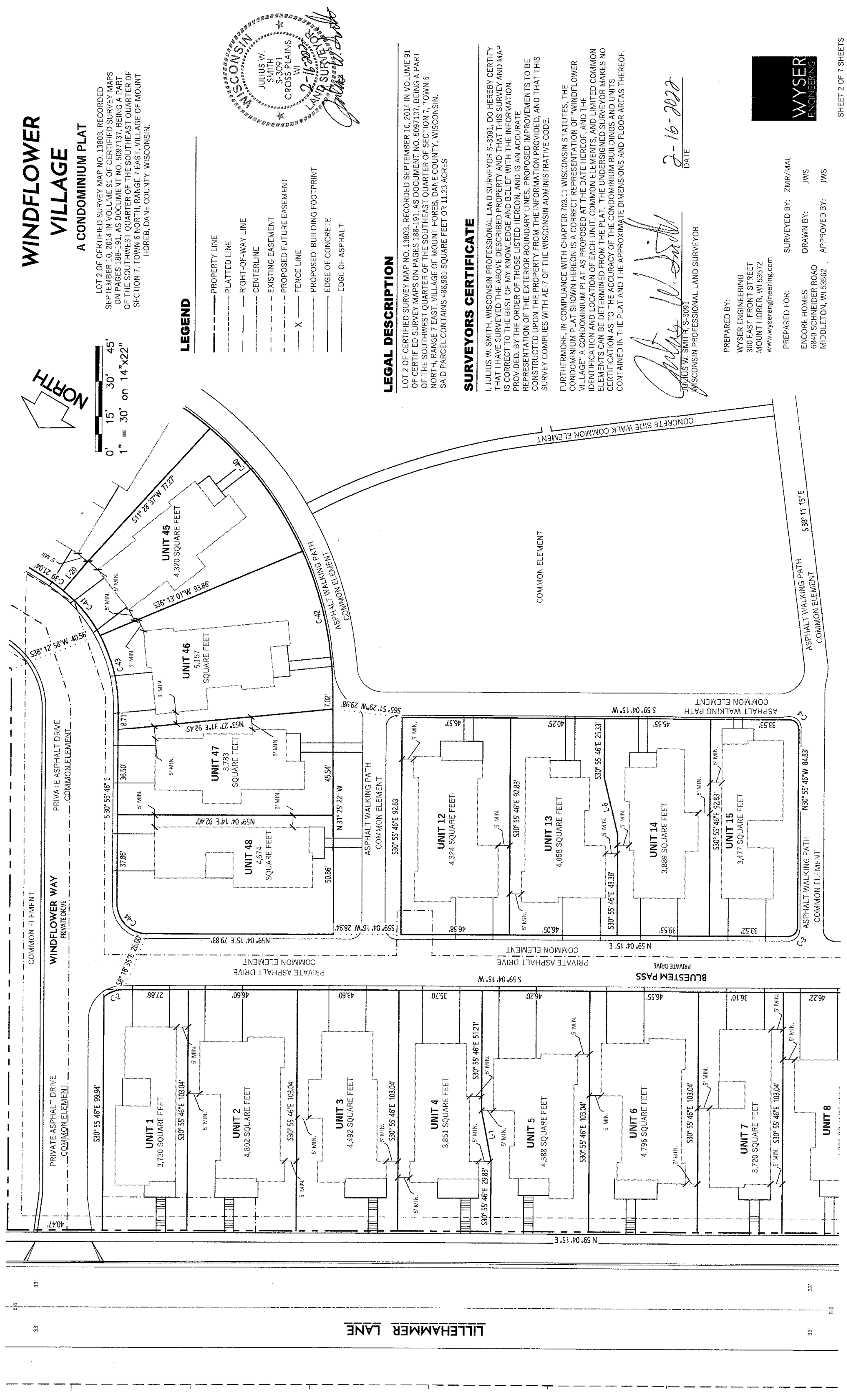
PREPARED BY:
WYSER ENGINEERING
300 EAST FRONT STREET
MOUNT HOREB, WI 53572
www.wyserengineering.com

PREPARED FOR:
ENCORE HOMES
6840 SCHNEIDER ROAD
MIDDLETON, WI 53562

SURVEYED BY: ZMR/MAL
DRAWN BY: JWS
APPROVED BY: JWS

WYSER ENGINEERING

SHEET 1 OF 7 SHEETS


WINDFLOWER VILLAGE
A CONDOMINIUM PLAT
LOT 2 OF CERTIFIED SURVEY MAP NO. 13803, RECORDED SEPTEMBER 10, 2014 IN VOLUME 91 OF CERTIFIED SURVEY MAPS ON PAGES 188-191, AS DOCUMENT NO. 5097137, BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWN 6 NORTH, RANGE 7 EAST, VILLAGE OF MOUNT HOREB, DANE COUNTY, WISCONSIN.
NORTH
0' 15' 30' 45'
1" = 30' on 14"x22"
LEGEND
PROPERTY LINE
PLATTED LINE
RIGHT-OF-WAY LINE
CENTERLINE
EXISTING EASEMENT
PROPOSED FUTURE EASEMENT
FENCE LINE
PROPOSED BUILDING FOOTPRINT
EDGE OF CONCRETE
EDGE OF ASPHALT
LEGAL DESCRIPTION
LOT 2 OF CERTIFIED SURVEY MAP NO. 13803, RECORDED SEPTEMBER 10, 2014 IN VOLUME 91 OF CERTIFIED SURVEY MAPS ON PAGES 188-191, AS DOCUMENT NO. 5097137, BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWN 6 NORTH, RANGE 7 EAST, VILLAGE OF MOUNT HOREB, DANE COUNTY, WISCONSIN. SAID PARCEL CONTAINS 488,981 SQUARE FEET OR 11.23 ACRES
SURVEYORS CERTIFICATE
WISCONSIN JULIUS W. SMITH S-3091 CROSS PLAINS WI LAND SURVEYOR
2-16-2022
DATE
JULIUS W. SMITH, S-3091
WISCONSIN PROFESSIONAL LAND SURVEYOR
PREPARED BY:
WYSER ENGINEERING
300 EAST FRONT STREET
MOUNT HOREB, WI 53572
www.wyserengineering.com
PREPARED FOR:
ENCORE HOMES
6840 SCHNEIDER ROAD
MIDDLETON, WI 53562
SURVEYED BY: ZMR/MAL
DRAWN BY: JWS
APPROVED BY: JWS
WYSER ENGINEERING
SHEET 2 OF 7 SHEETS
UNIT 1 3,730 SQUARE FEET
UNIT 2 4,802 SQUARE FEET
UNIT 3 4,492 SQUARE FEET
UNIT 4 3,851 SQUARE FEET
UNIT 5 4,588 SQUARE FEET
UNIT 6 4,796 SQUARE FEET
UNIT 7 3,720 SQUARE FEET
UNIT 8
UNIT 12 4,324 SQUARE FEET
UNIT 13 4,058 SQUARE FEET
UNIT 14 3,889 SQUARE FEET
UNIT 15 3,477 SQUARE FEET
UNIT 45 4,320 SQUARE FEET
UNIT 46 5,157 SQUARE FEET
UNIT 47 3,783 SQUARE FEET
UNIT 48 4,674 SQUARE FEET
COMMON ELEMENT
WINDFLOWER WAY PRIVATE DRIVE
BLUESTEM PASS PRIVATE DRIVE
LILLEHAMMER LANE
PRIVATE ASPHALT DRIVE COMMON ELEMENT
ASPHALT WALKING PATH COMMON ELEMENT
CONCRETE SIDE WALK COMMON ELEMENT

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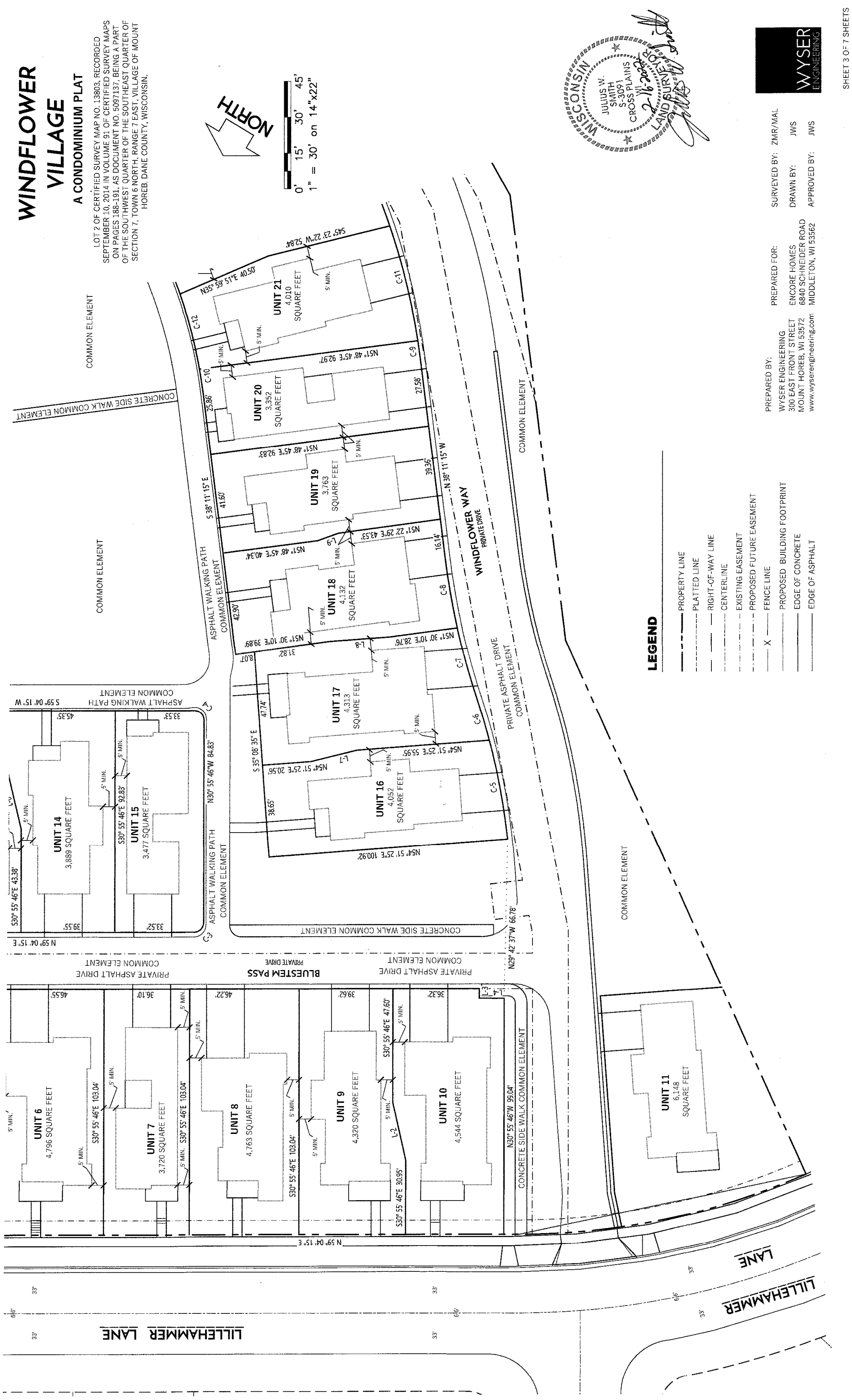
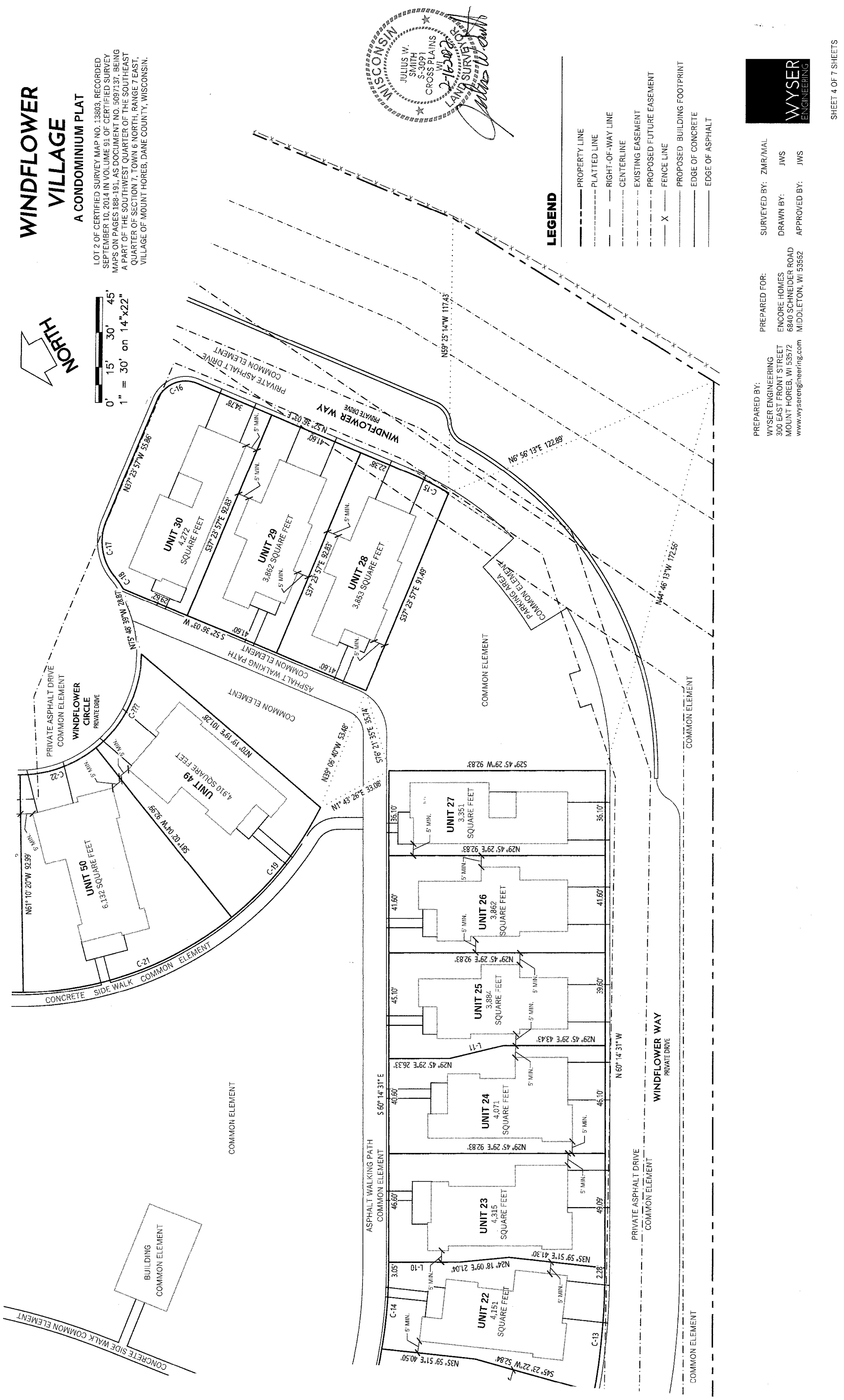
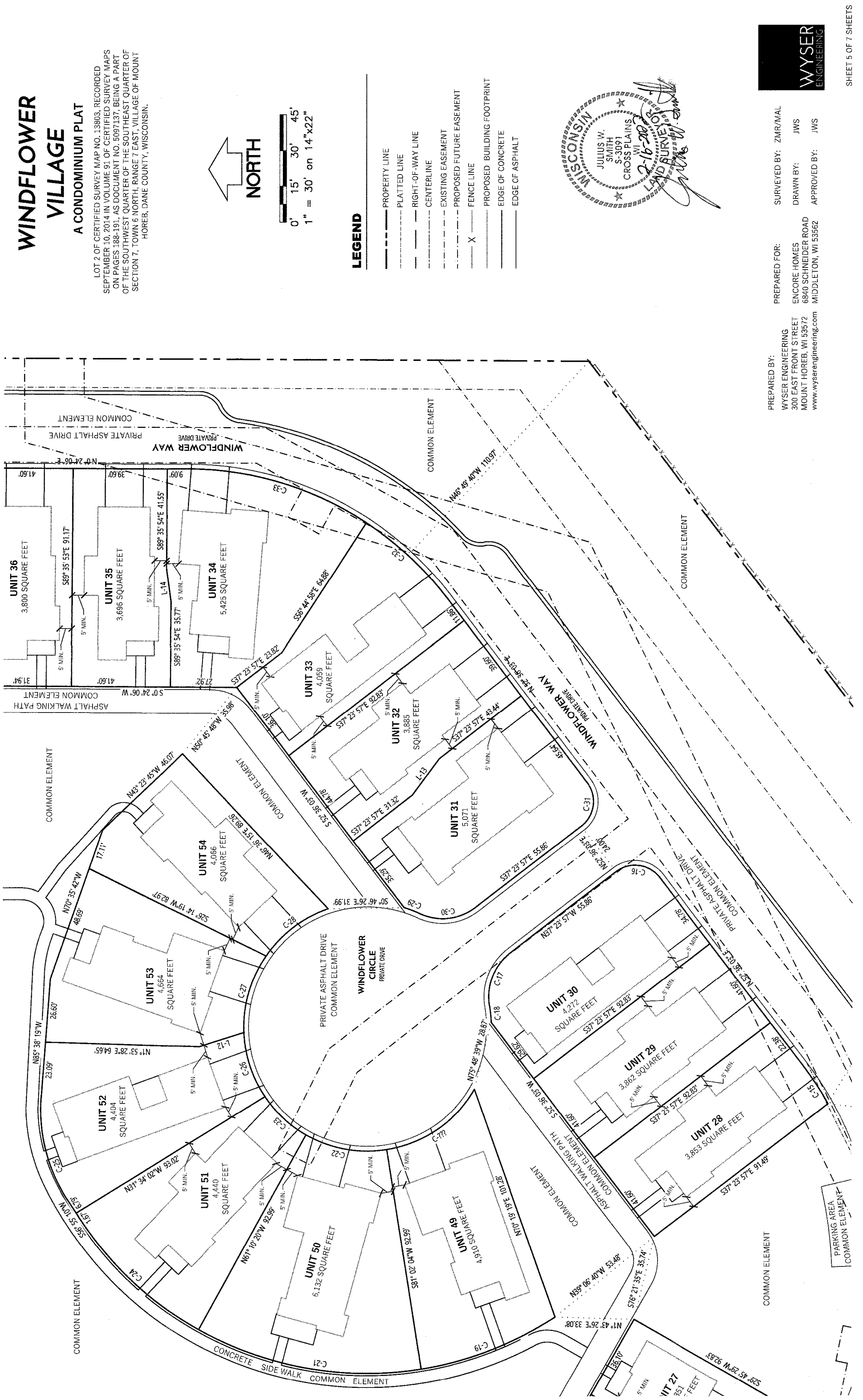


UNOFFICIAL COPY




WINDFLOWER VILLAGE
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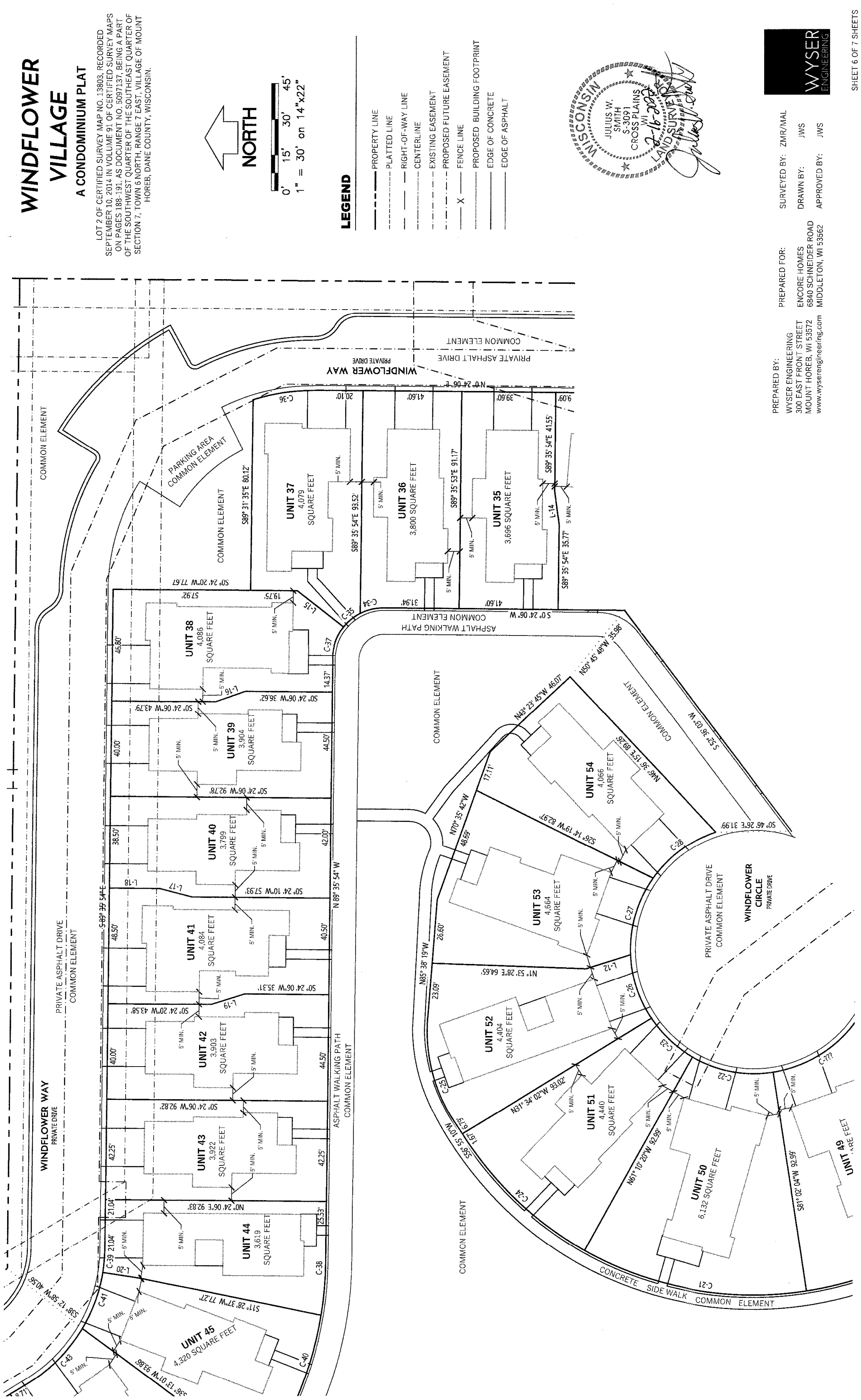
CENTERLINE
EXISTING EASEMENT
PROPOSED FUTURE EASEMENT
FENCE LINE
PROPOSED BUILDING FOOTPRINT
EDGE OF CONCRETE
EDGE OF ASPHALT
WISCONSIN JULIUS W. SMITH S-3091 CROSS PLAINS WI LAND SURVEYOR
PREPARED BY: WYSER ENGINEERING 300 EAST FRONT STREET MOUNT HOREB, WI 53572 www.wyserengineering.com
PREPARED FOR: ENCORE HOMES 6840 SCHNEIDER ROAD MIDDLETON, WI 53562
SURVEYED BY: ZMR/MAL
DRAWN BY: JWS
APPROVED BY: JWS
WYSER ENGINEERING
SHEET 5 OF 7 SHEETS
WINDFLOWER WAY PRIVATE DRIVE
PRIVATE ASPHALT DRIVE
COMMON ELEMENT
WINDFLOWER CIRCLE PRIVATE DRIVE
PRIVATE ASPHALT DRIVE COMMON ELEMENT
ASPHALT WALKING PATH COMMON ELEMENT
CONCRETE SIDE WALK COMMON ELEMENT
PARKING AREA COMMON ELEMENT
UNIT 36 3,800 SQUARE FEET
UNIT 35 3,696 SQUARE FEET
UNIT 34 5,425 SQUARE FEET
UNIT 33 4,059 SQUARE FEET
UNIT 32 3,885 SQUARE FEET
UNIT 31 5,071 SQUARE FEET
UNIT 30 4,272 SQUARE FEET
UNIT 29 3,862 SQUARE FEET
UNIT 28 3,853 SQUARE FEET
UNIT 54 4,066 SQUARE FEET
UNIT 53 4,664 SQUARE FEET
UNIT 52 4,404 SQUARE FEET
UNIT 51 4,440 SQUARE FEET
UNIT 50 6,132 SQUARE FEET
UNIT 49 4,910 SQUARE FEET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WISCONSIN
JULIUS W. SMITH
S-3091
CROSS PLAINS
WI
LAND SURVEYOR
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PRIVATE DRIVE
PRIVATE ASPHALT DRIVE COMMON ELEMENT
CONCRETE SIDE WALK COMMON ELEMENT
UNIT 35 3,696 SQUARE FEET
UNIT 36 3,800 SQUARE FEET
UNIT 37 4,079 SQUARE FEET
UNIT 38 4,086 SQUARE FEET
UNIT 39 3,904 SQUARE FEET
UNIT 40 3,799 SQUARE FEET
UNIT 41 4,084 SQUARE FEET
UNIT 42 3,903 SQUARE FEET
UNIT 43 3,922 SQUARE FEET
UNIT 44 3,619 SQUARE FEET
UNIT 45 4,320 SQUARE FEET
UNIT 50 6,132 SQUARE FEET
UNIT 51 4,440 SQUARE FEET
UNIT 52 4,404 SQUARE FEET
UNIT 53 4,664 SQUARE FEET
UNIT 54 4,066 SQUARE FEET
UNIT 49

WINDFLOWER VILLAGE

A CONDOMINIUM PLAT

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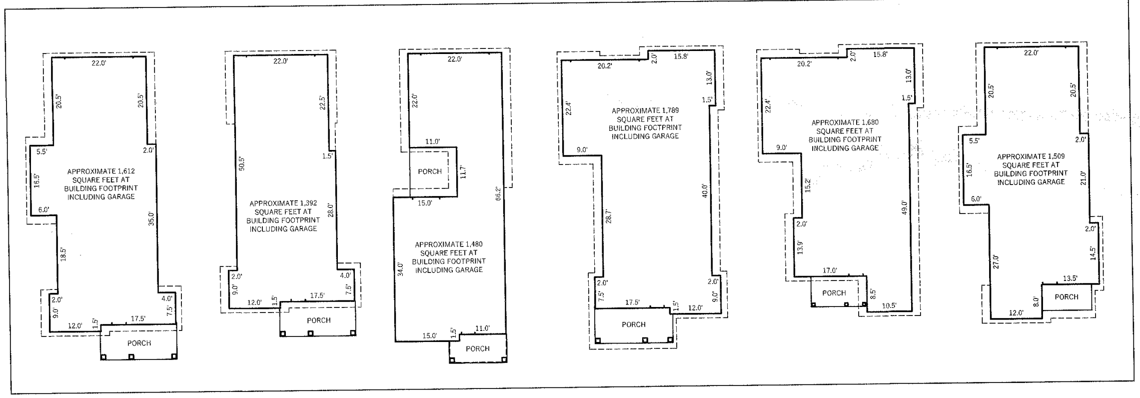
0' 10' 20' 30'
1" = 20' on 14"x22"

Document # 5816416

TYPICAL BUILDING FOOTPRINTS SCALE: 1" = 20'



LEGEND

- PROPOSED BUILDING FOOTPRINT
- PROPOSED BUILDING OVERHANG
- PROPOSED CONCRETE PORCH

LINE TABLE

LINE #	BEARING	DISTANCE
L-1	S 41° 48' 48" E	22.40'
L-2	S 43° 35' 17" E	25.10'
L-3	N 30° 55' 46" W	4.00'
L-4	S 59° 04' 15" E	10.49'
L-5	S 42° 44' 16" E	14.79'
L-6	S 44° 27' 22" E	24.81'
L-7	N 45° 27' 12" E	19.89'
L-8	N 54° 51' 25" E	25.64'
L-9	N 39° 48' 01" E	9.17
L-10	N 29° 45' 29" E	30.83'
L-11	N 16° 20' 50" E	23.71'
L-12	N 17° 32' 10" W	19.68'
L-13	S 53° 24' 19" W	18.80'
L-14	N 82° 10' 49" E	13.99'
L-15	S 38° 08' 00" W	24.63'
L-16	S 19° 36' 31" E	13.15'
L-17	S 14° 46' 30" W	14.10'
L-18	S 0° 24' 20" W	21.20'
L-19	S 17° 30' 44" E	14.63'
L-20	S 8° 44' 12" W	16.20'

CURVE TABLE

CURVE #	CURVE LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C-1	124.33'	300.00'	23° 44' 45"	N47° 11' 53"E	123.45'	N35° 19' 30"E	N59° 04' 15"E
C-2	9.16'	13.00'	40° 22' 34"	S38° 52' 57"W	8.97'	S59° 04' 14"W	S18° 41' 39"W
C-3	6.28'	4.00'	90° 00' 00"	S14° 04' 15"W	5.66'	S59° 04' 15"W	S30° 55' 45"E
C-4	6.28'	4.00'	90° 00' 00"	S75° 55' 45"E	5.66'	S30° 55' 45"E	N59° 04' 15"E
C-5	42.41'	284.00'	8° 30' 57"	S41° 39' 38"E	42.17'	S37° 24' 09"E	S45° 55' 06"E
C-6	17.27'	284.00'	3° 29' 03"	S47° 39' 38"E	17.27'	S45° 55' 06"E	S49° 24' 09"E
C-7	31.81'	316.00'	5° 46' 07"	S46° 31' 06"E	31.80'	S49° 24' 09"E	S43° 38' 03"E
C-8	30.04'	316.00'	5° 26' 47"	S40° 54' 39"E	30.03'	S43° 38' 03"E	S38° 11' 15"E
C-9	8.52'	284.00'	1° 43' 06"	S39° 02' 48"E	8.52'	S38° 11' 15"E	S39° 54' 22"E
C-10	10.24'	200.00'	2° 56' 03"	N39° 39' 17"W	10.24'	N41° 07' 19"W	N38° 11' 15"W
C-11	49.77'	284.00'	10° 02' 26"	S44° 55' 34"E	49.70'	S39° 54' 22"E	S49° 56' 47"E
C-12	32.74'	200.00'	9° 22' 43"	N45° 48' 40"W	32.70'	N50° 30' 02"W	N41° 07' 19"W
C-13	51.03'	284.00'	10° 17' 44"	S55° 05' 39"E	50.96'	S49° 56' 47"E	S60° 14' 31"E
C-14	34.00'	200.00'	9° 44' 29"	N55° 22' 16"W	33.96'	N60° 14' 31"W	N50° 30' 02"W
C-15	19.28'	139.46'	7° 55' 18"	N56° 36' 13"E	19.27'	N60° 33' 52"E	N52° 38' 34"E
C-16	20.42'	13.00'	90° 00' 00"	N7° 36' 03"E	18.38'	N52° 36' 03"E	N37° 23' 57"W
C-17	24.96'	23.00'	62° 10' 55"	N68° 29' 24"W	23.75'	N37° 23' 57"W	S80° 25' 09"W
C-18	6.93'	52.00'	7° 38' 03"	S84° 14' 10"W	6.92'	S80° 25' 09"W	S88° 03' 11"W
C-19	60.87'	145.00'	24° 03' 10"	S20° 59' 07"E	60.42'	S8° 57' 32"E	S33° 00' 42"E
C-20	46.07'	52.00'	50° 45' 36"	N34° 20' 45"W	44.58'	N59° 43' 33"W	N8° 57' 56"W

CURVE TABLE

CURVE #	CURVE LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C-21	96.62'	145.00'	38° 10' 40"	S10° 07' 47"W	94.84'	S29° 13' 07"W	S8° 57' 32"E
C-22	35.28'	52.00'	38° 52' 25"	N10° 28' 16"E	34.61'	N8° 57' 56"W	N29° 54' 29"E
C-23	23.73'	52.00'	26° 08' 49"	N42° 58' 53"E	23.52'	N29° 54' 29"E	N56° 03' 18"E
C-24	70.10'	145.00'	27° 42' 03"	S43° 04' 09"W	69.42'	S56° 55' 10"W	S29° 13' 07"W
C-25	45.09'	69.00'	37° 26' 31"	S75° 38' 26"W	44.29'	N85° 38' 19"W	S56° 55' 10"W
C-26	28.49'	52.00'	31° 23' 43"	N71° 45' 09"E	28.14'	N56° 03' 18"E	N87° 27' 01"E
C-27	33.88'	52.00'	37° 19' 47"	S73° 53' 06"E	33.28'	N87° 27' 01"E	S55° 13' 12"E
C-28	33.18'	52.00'	36° 33' 22"	S36° 56' 31"E	32.62'	S55° 13' 12"E	S18° 39' 50"E
C-29	6.93'	52.00'	7° 38' 03"	S20° 57' 57"W	6.92'	S17° 08' 56"W	S24° 46' 58"W
C-30	24.96'	23.00'	62° 10' 55"	S6° 18' 29"E	23.75'	S24° 46' 58"W	S37° 23' 57"E
C-31	20.42'	13.00'	90° 00' 00"	S82° 23' 57"E	18.38'	S37° 23' 57"E	N52° 36' 03"E
C-32	46.61'	138.00'	19° 21' 13"	N42° 53' 77"E	46.39'	N52° 36' 03"E	N33° 14' 50"E
C-33	79.11'	138.00'	32° 50' 44"	N16° 49' 28"E	78.03'	N33° 14' 50"E	N0° 24' 06"E
C-34	10.04'	21.00'	27° 23' 27"	N13° 17' 37"W	9.94'	N0° 24' 06"E	N26° 59' 21"W
C-35	9.12'	21.00'	24° 52' 39"	N39° 25' 40"W	9.05'	N26° 59' 21"W	N51° 52' 00"W
C-36	26.42'	84.00'	18° 01' 03"	N8° 36' 25"W	26.31'	N0° 24' 06"E	N17° 36' 57"W
C-37	13.83'	21.00'	37° 43' 54"	N70° 43' 57"W	13.58'	N51° 52' 00"W	N89° 35' 54"W
C-38	22.35'	149.00'	8° 35' 44"	N35° 18' 02"W	22.33'	N89° 35' 54"W	N81° 00' 10"W
C-39	9.60'	66.00'	8° 20' 05"	S85° 25' 51"E	9.59'	S81° 15' 48"E	S89° 35' 54"E
C-40	66.41'	149.00'	25° 32' 16"	N68° 14' 02"W	65.86'	N81° 00' 10"W	N85° 27' 54"W

CURVE TABLE

CURVE #	CURVE LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C-41	25.16'	66.00'	21° 50' 21"	S70° 20' 38"E	25.00'	S59° 25' 27"E	S81° 15' 48"E
C-42	62.52'	149.00'	24° 02' 32"	N43° 26' 38"W	62.07'	N55° 27' 54"W	N31° 25' 22"W
C-43	32.82'	66.00'	28° 29' 41"	S45° 10' 37"E	32.49'	S30° 55' 46"E	S59° 25' 27"E
C-44	20.42'	13.00'	90° 00' 00"	S75° 55' 45"E	18.38'	N59° 04' 15"E	S30° 55' 45"E
C-45	80.85'	300.00'	15° 26' 31"	N43° 02' 46"E	80.61'	N35° 19' 30"E	N50° 46' 02"E

WISCONSIN
JULIUS W. SMITH
S-3091
CROSS PLAINS, WI.
LAND SURVEYOR

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WYSER ENGINEERING

SHEET 7 OF 7 SHEETS

Windflower Village Condominium Association, Inc.		
2026 Budget		
		2026
		Budget
Income		
Condo Dues		119,880.00
Total Income	$	119,880.00
Gross Profit	$	119,880.00
Expenses		
Insurance		4,200.00
Accounting		1,000.00
Professional Services		1,500.00
Management Fees		20,412.00
Repairs and Maintenance:		
General Maintenance		500.00
Landscaping & Lawn Care		56,850.00
Snow Removal		30,000.00
Stormwater basins inspections		5,000.00
Utilities		
Electrical, Water & Sewer		50.00
Total Expenses	$	119,512.00
Net Operating Income	$	368.00
Interest income	$	0.00
Transfer to reserve fund	$	368.00
Net income (loss)	$	736.00
Condo dues per above		119,880.00
Number of condominium units		54.00
Monthly fee per unit		185.00

TRAVELERS

PO Box 2950
Hartford, CT 06104-2950

February 19, 2026

WINDFLOWER VILLAGE CONDOMINIUM ASSOCIATION, INC
525 Junction Road, Suite 6500
c/o Kane Property Management, LLC
MADISON, WI 53717

Re: Important Information about **Claims Information Line**

Dear WINDFLOWER VILLAGE CONDOMINIUM ASSOCIATION, INC

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

- The information that needs to be included with the claim notice
- The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information
- Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.

Risk Management Helpline for Community Associations

MANAGEMENT LIABILITY

Too often in today's increasingly litigious environment, you may find your association caught in the middle of a potential conflict with an employee, homeowner, vendor or other third party. To address these growing exposures, now more than ever, Travelers understands that you need high-quality risk management services provided by your management liability carrier. Travelers is pleased to now offer a risk management helpline that provides up to one hour of free consultative risk management services through Cole, Scott & Kissane, P.A., a premier liability defense law firm with extensive experience representing community associations.* The helpline is confidential, and neither your association's identity nor any identifying details of your association's issue or question are disclosed to Travelers.

Risk management topics

The helpline has been structured to provide you with access to a confidential, knowledgeable and expert resource on a wide range of risk management topics, including:

- Employee liability avoidance
- Customer contracts and conflicts
- Board elections, policies and procedures
- Property management, policies and procedures

Helpline instructions

The helpline can be accessed by any current Travelers insured with Community Association Management Liability coverage.

Call: 1.855.548.8656

Hours of operation: Monday - Friday, 8 a.m. - 5 p.m. EST (excluding holidays)

After taking relevant details and analyzing the problem, a legal professional from Cole, Scott & Kissane, P.A. will return your call and discuss the matter for up to one hour, at no cost to you or your firm.

* Assistance from Cole, Scott & Kissane, P.A. attorneys is not intended to replace your firm's need to hire counsel to assist in making risk management decisions.

About Cole, Scott & Kissane, P.A.

Cole, Scott & Kissane, P.A. is a defense-oriented law firm based in Florida, with 10 offices and over 220 lawyers. Their lawyers are highly experienced in association liability defense matters.

Note: This service is available for consultation purposes only and is not to discuss actual claim situations. Any actual or potential claims must be reported to the Travelers Bond & Financial Products Claim department.

Please keep this card for easy access to Travelers risk management helpline:

TRAVELERS

Travelers helpline: **1.855.548.8656**

Policy number: **107824670**

Effective date: **05/15/2026**

Website: **rmplusonline.com**

The Travelers Indemnity Company and its property casualty affiliates. One Tower Square, Hartford, CT 06183

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

TRAVELERS
P.O. Box 2950
Hartford, CT 06104-2950

Community Association Management Liability Hotline

As part of the services provided through Risk Management PLUS+ Online ®, Travelers Bond & Specialty Insurance is pleased to provide its Community Association Management Liability policyholders with limited access to a toll-free hotline designed to provide quick, practical guidance on day-to-day employment and homeowner and condominium association issues.

To utilize the hotline, call **1-855-548-8656**.

Through this hotline, policyholders are eligible to receive free general guidance from the law firm of Cole, Scott & Kissane. The hotline is available toll-free from anywhere in the United States.

We have developed this program in conjunction with Cole, Scott & Kissane, a law firm exclusively dedicated to representing management on workplace and homeowner and condominium association issues in Florida. With more than 220 attorneys, in ten offices throughout the State of Florida, the firm has a recognized expertise in workplace and homeowner and condominium association related issues. Cole, Scott & Kissane is comprised of attorneys licensed to practice law in the State of Florida.

The firm's attorneys are available to assist policyholders in managing their workplace risk and minimizing homeowner and condominium association management related claims. As part of this program, policyholders are also eligible to receive regular fees for matters beyond the scope of the hotline, such as risk management training or areas not within the scope of their policy. Similarly, the hotline cannot be used to report a claim regardless of any disclosure made to Cole, Scott & Kissane.

This material does not amend, or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. It is not a representation that coverage does or does not exist for any particular claim or loss under any such policy or bond. Coverage depends on the facts and circumstances involved in the claim or loss, all applicable policy or bond provisions, and any applicable law. Availability of coverage referenced in this document can depend on underwriting qualifications and state regulations.

Travelers Casualty and Surety Company of America, P.O. Box 2950, Hartford, CT 06104-2950

TRAVELERS

P.O. Box 2950
Hartford, CT 06104-2950

02/19/2026
WINDFLOWER VILLAGE CONDOMINIUM ASSOCIATION, INC

525 Junction Road, Suite 6500
c/o Kane Property Management, LLC
MADISON, WI 53717

RE: Risk Management PLUS+ Online® from Travelers Bond & Specialty Insurance (www.rmplusonline.com)

As a Travelers Bond & Specialty Insured you receive risk management services, at no additional cost, to help protect you and your business.

Risk Management PLUS+ Online, is a robust website to assist you in the mitigation of risk relative to employment practices, community association management, kidnap & ransom, and identity fraud exposures.

Highlights of Risk Management PLUS+ Online include:

- Thousands of articles on a variety of risk management topics
- Topical webinars and podcasts on current issues
- Checklists to assist in managing risk
- Web based training
- Model Employee Handbook, including policies and forms for downloading or printing that reduce risks in the workplace.

The following Risk Management PLUS+ Online Registration Instructions contain easy, step-by-step instructions to register for this valuable tool. For more information, call 1-888-712-7667 and ask for your Risk Management PLUS+ Online representative. It's that simple.

Thank you for choosing Travelers Bond & Specialty Insurance for your insurance needs. Travelers is a market leader in providing management liability and crime coverages that are specifically customized for your organization.

Instructions for Registration & Orientation to Risk Management PLUS+ Online®

Registration for Site Administrators:
The Site Administrator is the person in your organization who will oversee Risk Management PLUS+ Online for the organization. The Site Administrator is typically a person who leads human resources and/or financial functions or is responsible for legal matters pertaining to personnel. The Site Administrator may add other Site Administrators later to assist with their responsibilities. To register:

1. Go to www.rmplusonline.com.
2. In the Sign-In box, click **Register**.
3. Enter the password/passcode: TRVP140000
4. Fill in the Registration Information and click **Submit**.
5. Your organization is registered, and you are registered as Site Administrator.

Learning to Navigate the Site:
1. Go to www.rmplusonline.com. On each page, you will see a box outlined in blue that contains the instructions for use of that page.
2. If you have any questions, just click on **Contact Us** on the front page. Enter your question in the form provided, and the System Administrator will get back to you quickly with the answer.
3. You can also schedule a live walk-through of the site by sending a request for a walk-through via the contact link on the front page.

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

Independent Agent And Broker Compensation Notice

For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html.

Or write:

Travelers, Agency Compensation
One Tower Square
Hartford, CT 06183

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

Wisconsin Insurer And Insurance Department Contact Information Notice

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

Travelers
Attn: Consumer Affairs
One Tower Square
Hartford, CT 06183
1-866-336-2077
https://www.travelers.com/contact-us

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can file a complaint electronically with the **OFFICE OF THE COMMISSIONER OF INSURANCE** at its website at http://oci.wi.gov/, or by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517
608-266-0103

TRAVELERS

Wrap+®

Community Association Management Liability Coverage Declarations

POLICY NO. 107824670

Travelers Casualty and Surety Company of America
Hartford, Connecticut
(A stock Insurance Company, herein called the Company)

THE COMMUNITY ASSOCIATION MANAGEMENT LIABILITY COVERAGE POLICY IS WRITTEN ON A CLAIMS-MADE AND REPORTED BASIS. THE COMMUNITY ASSOCIATION MANAGEMENT LIABILITY COVERAGE POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST INSUREDS DURING THE POLICY PERIOD AND REPORTED TO THE COMPANY IN ACCORDANCE WITH THE TERMS OF THE COMMUNITY ASSOCIATION MANAGEMENT LIABILITY COVERAGE POLICY. THE LIMIT OF LIABILITY AVAILABLE TO PAY SETTLEMENTS OR JUDGMENTS WILL BE REDUCED BY DEFENSE EXPENSES, AND DEFENSE EXPENSES WILL BE APPLIED AGAINST THE RETENTION.

MT INSUREDS: THE LIMIT OF LIABILITY AVAILABLE TO PAY SETTLEMENTS OR JUDGMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY DEFENSE EXPENSES, AND DEFENSE EXPENSES WILL BE APPLIED AGAINST THE RETENTION.

ITEM 1 **NAMED INSURED:**

WINDFLOWER VILLAGE CONDOMINIUM ASSOCIATION, INC

D/B/A:

Principal Address:
525 Junction Road, Suite 6500
c/o Kane Property Management, LLC
MADISON, WI 53717

ITEM 2 **POLICY PERIOD:**

Inception Date: **May 15, 2026** Expiration Date: **May 15, 2027**
12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.

ITEM 3 **ALL NOTICES OF CLAIM OR LOSS MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW:**

Email: BSIclaims@travelers.com
Fax: 1-888-460-6622

Mail: Travelers Bond & Specialty Insurance Claim
P.O. Box 2989
Hartford, CT 06104-2989

Overnight Mail: Travelers Bond & Specialty Insurance Claim
One Tower Square, MN06
Hartford, CT 06183

For questions related to claim reporting or handling, please call 1-800-842-8496.

ITEM 4	**COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:**	

Community Association Management Liability Coverage

ITEM 5 Only those coverage features marked "☒ Applicable" are included in this policy.

COMMUNITY ASSOCIATION MANAGEMENT LIABILITY COVERAGE

Limit of Liability:	**$1,000,000**	for all **Claims**
Additional Defense Coverage:	☐ Applicable	☒ Not Applicable
Additional Defense Limit of Liability:	**Not Covered**	for all **Claims**
Retention:	**$0**	for each **Directors and Officers Claim** under Insuring Agreement A
	$5,000	for each **Directors and Officers Claim** under Insuring Agreement B
	$5,000	for each **Directors and Officers Claim** under Insuring Agreement C
	$5,000	for each **Employment Claim** under Insuring Agreement D
Prior and Pending Proceeding Date:	**May 15, 2023**	
Continuity Date:	**May 15, 2023**	

ITEM 6 **PREMIUM FOR THE POLICY PERIOD:**

$1,492.00	Policy Premium
N/A	Annual Installment Premium

ITEM 7 **TYPE OF CLAIM DEFENSE:**

Duty-to-Defend

ITEM 8 **EXTENDED REPORTING PERIOD:**

Additional Premium Percentage: **75%**

Additional Months: **12**

(If exercised in accordance with section ***V. CONDITIONS***, **Q. EXTENDED REPORTING PERIOD** of the Community Association Management Liability Coverage Policy)

ITEM 9 **RUN-OFF EXTENDED REPORTING PERIOD:**

Additional Premium Percentage: **120%**

Additional Months: **12**

(If exercised in accordance with section ***V. CONDITIONS***, **N. CHANGE OF CONTROL** of the Community Association Management Liability Coverage Policy)

ITEM 10 **<u>ANNUAL REINSTATEMENT OF THE LIMIT OF LIABILITY:</u>**

☐ Applicable

☒ Not Applicable

Only those coverage features marked "☒ Applicable" are included in this policy.

ITEM 11 **<u>FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE:</u>**

AFE-19029-0719; AFE-19030-0920; CAM-16001-0113; CAM-19061-0315; CAM-19066-0320; CAM-17053-0113

PRODUCER INFORMATION:

BAER INS SERVICES INC
PO BOX 46490
MADISON, WI 53744

Countersigned By

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.

President | Corporate Secretary

This endorsement modifies any Coverage Part or Coverage Form included in this Policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

Cap On Losses From Certified Acts Of Terrorism Endorsement

The following is added to this Policy. This provision can limit coverage for any loss arising out of a *Certified Act Of Terrorism* if such loss is otherwise covered by this Policy. This provision does not apply if and to the extent that coverage for the loss is excluded or limited by an exclusion or other coverage limitation for losses arising out of *Certified Acts Of Terrorism* in another endorsement to this policy.

If aggregate insured losses attributable to *Certified Acts Of Terrorism* exceed $100 billion in a calendar year and the Insurer has met its insurer deductible under *TRIA*, the Insurer will not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Certified Act Of Terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of *TRIA*, to be an act of terrorism pursuant to *TRIA*. The criteria contained in *TRIA* for a *Certified Act Of Terrorism* include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

TRIA means the federal Terrorism Risk Insurance Act of 2002 as amended.

This endorsement modifies any Coverage Part or Coverage Form included in this Policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

Federal Terrorism Risk Insurance Act Disclosure Endorsement

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds $100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed $100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for coverage for Insured Losses covered by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **107824670**

THIS IS A CLAIMS-MADE AND REPORTED POLICY WITH DEFENSE EXPENSES INCLUDED IN THE LIMIT OF LIABILITY.

PLEASE READ THE POLICY CAREFULLY.

CONSIDERATION CLAUSE

IN CONSIDERATION of the payment of the premium, in reliance on the statements in the **Application**, subject to the Declarations, and pursuant to all the terms, conditions, exclusions and limitations of this **Community Association Management Liability Coverage Policy**, the Company and the **Insureds** agree as follows:

I. INSURING AGREEMENTS

The Company will pay on behalf of:

A. the I**nsured Persons**, **Loss** for **Directors and Officers Wrongful Acts**, except for **Loss** that the **Insured Organization** pays to or on behalf of the **Insured Persons** as indemnification;

B. the **Insured Organization**, **Loss** for **Directors and Officers Wrongful Acts**, that the **Insured Organization** pays to or on behalf of the **Insured Persons** as indemnification; and

C. the **Insured Organization**, **Loss** for **Directors and Officers Wrongful Acts**,

that results from any **Directors and Officers Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period and reported in accordance with section V. CONDITIONS, F. INSURED'S DUTIES IN THE EVENT OF A CLAIM.

D. The Company will pay on behalf of the **Insured**, **Loss** for any **Employment Practices Wrongful Act,** resulting from any **Employment Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period and reported in accordance with section V. CONDITIONS, F. INSURED'S DUTIES IN THE EVENT OF A CLAIM.

II. DEFINITIONS

Wherever appearing in this **Community Association Management Liability Coverage Policy**, the following words and phrases appearing in bold type will have the meanings set forth in this section II. DEFINITIONS:

A. ***Additional Defense Limit of Liability*** means the amount set forth in ITEM 5 of the Declarations. If "Not Applicable" is selected for the **Additional Defense Limit of Liability**, then any reference to the **Additional Defense Limit of Liability** will be deemed to be deleted from this **Community Association Management Liability Coverage Policy**.

B. ***Annual Reinstatement of the Limit of Liability*** means, if included in ITEM 10 of the Declarations, the reinstatement of each applicable limit of liability for each **Policy Year** during the **Policy Period**.

C. ***Application*** means the application deemed to be attached to and forming a part of this **Community Association Management Liability Coverage Policy**, including any materials submitted and statements made in connection with that application. If the **Application** uses terms or phrases that differ from the terms defined in this **Community Association Management Liability Coverage Policy**, no inconsistency between any term or phrase used in the **Application** and any term defined in this **Community Association Management Liability Coverage Policy** will waive or change any of the terms, conditions and limitations of this **Community Association Management Liability Coverage Policy**.

D. ***Builder or Developer Board Member*** means any natural person appointed or elected to serve on the board of directors of the **Named Insured** by the builder, developer, sponsor, or declarant of the **Named Insured**, and who was both a director or officer of the **Named Insured** and a director, officer, employee or agent of such builder, developer, sponsor, or declarant of the **Named Insured**.

E. ***Change of Control*** means:

1. the acquisition of the **Named Insured**, or of all or substantially all of its assets, by another entity, or the merger or consolidation of the **Named Insured** into or with another entity such that the **Named Insured** is not the surviving entity; or
2. the obtaining by any person, entity or affiliated group of persons or entities the right to elect, appoint or designate more than 50% of the board of directors, board of trustees, board of managers, or functional equivalent thereof or to exercise a majority control of the board of directors, board of trustees, board of managers, or a functional equivalent thereof of the **Named Insured**.

F. ***Claim*** means a **Directors and Officers Claim** or **Employment Claim**.

G. ***Claimant*** means:

1. a past, present or future **Employee** or applicant for employment with the **Insured Entity**; or
2. a governmental entity or agency, including the Equal Employment Opportunity Commission or similar federal, state or local agency, when acting on behalf of or for the benefit of a past, present or future **Employee** or applicant for employment with the **Insured Entity**.

Solely as respects any **Employment Claim**, **Claimant** does not include any independent contractor.

H. ***Community Association Management*** means any natural person sole proprietor, director, officer or employee of a **Community Association Management Organization**, but only in his or her capacity as property manager for the **Insured Entity** and only for property management services for the **Insured Entity** that are enumerated in the written contract between the **Community Association Management Organization** and the **Insured Entity** describing such property management services.

I. ***Community Association Management Liability Coverage Policy*** means, collectively, the Declarations, the **Application**, this Community Association Management Liability Coverage, and any endorsements attached hereto.

J. ***Community Association Management Organization*** means any sole proprietor or entity providing real estate property management services to an **Insured Entity** pursuant to a written contract, but only in its capacity as property manager for the **Insured Entity** and only for property management services for the **Insured Entity** that are enumerated in the written contract between the **Community Association Management Organization** and the **Insured Entity** describing such property management services.

K. ***Construction Defect*** means any alleged or actual defective, faulty or delayed construction or any other matter recognized as a construction defect under applicable common or statutory law, whether or not as a result of:

1. faulty or incorrect design or architectural plans;
2. improper soil testing;
3. inadequate or insufficient protection from subsoil, ground water or earth movement or subsidence;
4. the construction, manufacture or assembly of any tangible property;
5. the failure to provide construction related goods or services as represented or to pay for such goods or services; or
6. the supervision of any of the activities described in 1. through 5. above.

L. ***Defense Expenses*** means reasonable and necessary legal fees and expenses incurred by the Company or the **Insured**, with the Company's consent, in the investigation, defense, settlement and appeal of a **Claim**, including cost of expert consultants and witnesses, premiums for appeal, injunction, attachment or supersedeas bonds (without the obligation to furnish such bonds) regarding such **Claim**; provided that **Defense Expenses** will not include the salaries, wages, benefits or overhead of, or paid to, any **Insured.**

M. ***Directors and Officers Claim*** means:

1. a written demand for monetary damages or non-monetary relief;
2. a civil proceeding commenced by service of a complaint or similar pleading;
3. a criminal proceeding commenced by filing of charges;
4. a formal administrative or regulatory proceeding, commenced by a filing of a notice of charges, formal investigative order, service of summons or similar document;
5. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or
6. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding,

against an **Insured** for any **Directors and Officers Wrongful Act**.

Provided that **Directors and Officers Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement.

Directors and Officers Claim does not mean any motion for, demand for, or award of, amounts from or against an **Insured** solely consisting of legal costs, whether or not including attorneys' fees, arising out of a legal proceeding or alternative dispute resolution proceeding or brought by an **Insured**.

A **Directors and Officers Claim** is deemed to be made on the earliest date that any **Executive Officer** first receives written notice of such **Directors and Officers Claim**. However, if any **Insured Person** who is not an **Executive Officer** first receives written notice of a **Directors and Officers Claim** during the **Policy Period**, but no **Executive Officer** receives written notice of such **Directors and Officers Claim** until after the **Policy Period** has expired, then such **Directors and Officers Claim** will be deemed to have been made on the date such **Insured Person** first received written notice of the **Directors and Officers Claim**.

N. ***Directors and Officers Wrongful Act*** means:

1. any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty or neglect by, including any **Personal Injury** or **Publishers Liability**, or any matter asserted against, an **Insured Person** in his or her capacity as such;
2. any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty or neglect by, including any **Personal Injury** or **Publishers Liability**, the **Insured Organization**; or
3. any matter asserted against an **Insured Person** solely by reason of his or her status as such.

Provided that **Directors and Officers Wrongful Act** does not mean any **Employment Practices Wrongful Act**.

O. ***Employee*** means a natural person whose labor or service is engaged by and directed by the **Insured Entity** and:

1. who is on the payroll of the **Insured Entity**, including any full-time, part-time, temporary and seasonal worker; or
2. whose services have been leased by the **Insured Entity**.

Independent contractors are not **Employees**. The status of an individual as an **Employee** will be determined as of the date of the alleged **Wrongful Act**.

P. ***Employment Agreement*** means any express or implied employment agreement regardless of the basis in which such agreement is alleged to exist, other than a collective bargaining agreement.

Q. ***Employment Claim*** means:

1. a written demand for monetary damages or non-monetary relief;
2. a civil proceeding commenced by service of a complaint or similar pleading;
3. a criminal proceeding commenced by filing of charges;
4. a formal administrative or regulatory proceeding, commenced by a filing of a notice of charges, formal investigative order, service of summons or similar document, including a proceeding before the Equal Employment Opportunity Commission or any similar governmental agency; provided that in the context of an audit conducted by the Office of Federal Contract Compliance Programs, **Employment Claim** will be limited to a Notice of Violation or Order to Show Cause or written demand for monetary damages or non-monetary relief;
5. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or
6. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding,

against an **Insured** by or on behalf of or for the benefit of a **Claimant** for any **Employment Practices Wrongful Act**.

Provided that **Employment Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement.

An **Employment Claim** is deemed to be made on the earliest date that any **Executive Officer** first receives written notice of such **Employment Claim**. However, if any **Insured Person** who is not an **Executive Officer** first receives written notice of an **Employment Claim** during the **Policy Period**, but no **Executive Officer** receives written notice of such **Employment Claim** until after the **Policy Period** has expired, then such **Employment Claim** will be deemed to have been made on the date such **Insured Person** first received written notice of the **Employment Claim**.

R. ***Employment Practices Wrongful Act*** means any actual or alleged:

1. violation of any employment discrimination law;
2. **Retaliation**;
3. **Sexual Harassment**;
4. **Workplace Harassment**;
5. **Wrongful Termination**;
6. breach of **Employment Agreement**;
7. violation of the Family Medical Leave Act;
8. employment-related misrepresentation;
9. employment-related defamation, including libel or slander, or invasion of privacy;
10. failure or refusal to create or enforce adequate workplace or employment policies and procedures, employ or promote, including wrongful failure to grant bonuses or perquisites, or grant tenure;
11. wrongful discipline, wrongful demotion, denial of training, deprivation of career opportunity, denial or deprivation of seniority, or evaluation;
12. employment-related wrongful infliction of emotional distress;

13. negligent hiring, supervision of others, training, or retention committed or allegedly committed by any **Insured**, but only if such act is alleged in connection with an **Employment Practices Wrongful Act** set forth in 1. through 12. above; provided that the **Claim** alleging the negligent hiring, supervision of others, training, or retention is brought by or on behalf of any **Claimant**; or

14. the violation of responsibilities, duties, or obligations imposed on an **Insured** under any **Wage and Hour Law**.

S. ***Executive Officer*** means any member of the board of directors, officer, director, trustee, chairperson, or general counsel of the **Insured Organization** or a functional equivalent thereof, or member of the staff of the human resources department of the **Insured Organization** or functional equivalent thereof, or any on-site or off-site manager of the **Community Association Management Organization**, any **Employee** performing property management services for the **Insured Entity**, or any duly appointed member of a legal committee of the **Insured Entity**.

T. ***Financial Insolvency*** means, with respect to the **Insured Entity**, the appointment of a receiver, conservator, liquidator, trustee, or similar official; or the inability of the **Insured Entity** financially to indemnify the **Insured Persons**.

U. ***Insured*** means the **Insured Person** and **Insured Organization**.

V. ***Insured Entity*** means the **Named Insured**, any **Subsidiary**, and any such entity as a debtor in possession, as such term is used in Chapter 11 of the United States of America Bankruptcy Code, as amended, or the equivalent of a debtor in possession under any applicable foreign law.

W. ***Insured Organization*** means **Insured Entity** and **Community Association Management Organization**.

X. ***Insured Person*** means any natural person who was, is or becomes an **Employee**, duly elected or appointed member of the board of directors, officer, member of the board of trustees, member of the board of managers, member of the board of regents, member of the board of governors, or a functional equivalent thereof, member of a duly constituted committee, or volunteers of the **Insured Entity** or any **Executive Officer**. **Insured Person** also means any **Community Association Management**.

In the event of the death, incapacity or bankruptcy of an **Insured Person**, any **Claim** against the estate, heirs, legal representatives or assigns of such **Insured Person** for a **Wrongful Act** of such **Insured Person** will be deemed to be a **Claim** against such **Insured Person**.

Y. ***Loss*** means **Defense Expenses** and money which an **Insured** is legally obligated to pay as a result of a **Claim**, including compensatory damages, punitive or exemplary damages where insurable under applicable law, prejudgment and postjudgment interest, judgments, and settlements. **Loss** does not include:

1. the multiple portion of any multiplied damage award;

2. any amount not indemnified by the **Insured Organization** for which the **Insured** is absolved from payment by reason of any covenant, agreement or court order;

3. civil or criminal fines, sanctions, liquidated damages other than liquidated damages awarded under the Age Discrimination in Employment Act or the Equal Pay Act; payroll or other taxes, or damages, penalties or types of relief deemed uninsurable under applicable law;

4. future compensation, including salary or benefits, for a **Claimant** who has been or will be hired, promoted or reinstated to employment pursuant to a settlement, court order, judgment, award or other resolution of a **Claim**; or that part of any judgment or settlement which constitutes front pay, future monetary losses including pension and other benefits, or other future economic relief or the value or equivalent thereof, if the **Insured** has been ordered, or has the option pursuant to a judgment, order or other award or disposition of a **Claim**, to promote, accommodate, reinstate, or hire the **Claimant** to whom such sums are to be paid, but fails to do so;

5. medical, pension, disability, life insurance, stock options or other similar employee benefits except and to the extent that a judgment or settlement of a **Claim** includes a monetary component

measured by the value of medical, pension, disability, life insurance, stock options or other similar employee benefits, as consequential damages for a **Wrongful Act**; or

6. any amount allocated to non-covered loss pursuant to section V. CONDITIONS, R. ALLOCATION.

Z. ***Named Insured*** means any entity named in ITEM 1 of the Declarations.

AA. ***Personal Injury*** means false arrest, wrongful detention or imprisonment, malicious prosecution, defamation including libel or slander, invasion of privacy or wrongful entry or eviction.

BB. ***Policy Period*** means the period from the Inception Date to the Expiration Date set forth in ITEM 2 of the Declarations. In no event will the **Policy Period** continue past the effective date of cancellation or termination of this **Community Association Management Liability Coverage Policy**.

CC. ***Policy Year*** means:

1. the period of one year following the Inception Date set forth in ITEM 2 of the Declarations or any anniversary thereof; and
2. the time between the Inception Date set forth in ITEM 2 of the Declarations or any anniversary thereof and the effective date of cancellation or termination of this **Community Association Management Liability Coverage Policy** if such time period is less than one year.

DD. ***Pollutant*** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

EE. ***Potential Claim*** means any **Wrongful Act** that may subsequently give rise to a **Claim**.

FF. ***Publishers Liability*** means infringement of copyright or trademark, unauthorized use of title, plagiarism or misappropriation of ideas.

GG. ***Related Wrongful Act*** means all **Wrongful Acts** that have as a common nexus, or are causally connected by reason of, any fact, circumstance, situation, event or decision.

HH. ***Retaliation*** means any actual or alleged **Wrongful Termination** or other adverse employment action against a **Claimant** on account of such **Claimant's** exercise or attempted exercise of rights protected by law, refusal to violate any law, disclosure or threat to disclose to a superior or to any governmental agency alleged violations of the law, or on account of the **Claimant** having assisted or testified in or cooperated with a proceeding or investigation regarding alleged violations of law.

II. ***Sexual Harassment*** means any actual or alleged unwelcome sexual advances, requests for sexual favors or any other conduct of a sexual nature that:

1. is made a term or condition of a **Claimant's** employment or advancement;
2. the submission to or rejection of is used as a basis for decisions affecting the **Claimant**; or
3. has the purpose or effect of creating an intimidating, hostile or offensive work environment.

JJ. ***Subsidiary*** means:

1. any non-profit entity organized under the laws of any jurisdiction in which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, or functional equivalent, or, in the case of any non-profit entity that does not issue securities, over which, on or before the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** has the ability to exercise managerial control;
2. any for-profit entity; provided that it has been added specifically by endorsement to this **Community Association Management Liability Coverage Policy**; or

3. subject to the provisions set forth in section V. CONDITIONS, O. ACQUISITIONS, any non-profit entity that the **Insured Entity** acquires or forms during the **Policy Period** in which the **Named Insured** owns, directly or indirectly, more than 50% of the outstanding securities or voting rights representing the present right to elect, appoint or exercise a majority control over such entity's board of directors, board of trustees, board of managers, or functional equivalent, or, in the case of any non-profit entity that does not issue securities, over which the **Named Insured** has the ability to exercise managerial control.

KK. ***Wage and Hour Law*** means any federal, state, or local law or regulation governing or related to the payment of wages including the payment of overtime, on-call time, minimum wages, meal breaks, rest breaks or the classification of employees for the purpose of determining employees' eligibility for compensation under such laws.

LL. ***Wage and Hour Law Employment Claim*** means an **Employment Claim** for an alleged violation of responsibilities, duties or obligations imposed on an **Insured** under any **Wage and Hour Law**; provided that **Wage and Hour Law Employment Claim** does not include any **Employment Claim** for **Retaliation** or any actual or alleged violation of the Equal Pay Act.

MM. ***Workplace Harassment*** means any actual or alleged harassment, other than **Sexual Harassment**, which creates a work environment that interferes with job performance, or creates an intimidating, hostile, or offensive work environment.

NN. ***Wrongful Act*** means **Directors and Officers Wrongful Act** or **Employment Practices Wrongful Act**.

All **Related Wrongful Acts** are a single **Wrongful Act** for purposes of this **Community Association Management Liability Coverage Policy**, and all **Related Wrongful Acts** will be deemed to have occurred at the time the first of such **Related Wrongful Acts** occurred whether prior to or during the **Policy Period**.

OO. ***Wrongful Termination*** means the actual, alleged or constructive termination of an employment relationship between a **Claimant** and the **Insured Entity**.

III. EXCLUSIONS

A. EXCLUSIONS APPLICABLE TO ALL LOSS

1. The Company will not be liable for **Loss** for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any damage to, destruction of, deterioration of, loss of, or loss of use of any tangible property, including any **Construction Defect**, whether or not as a result of inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot.
2. The Company will not be liable for **Loss** for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, or loss of reputation; provided that this exclusion will not apply to allegations of emotional distress or mental anguish if, and only to the extent, that such allegations are made as part of any **Employment Claim**.

3. The Company will not be liable for **Loss** for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any nuclear reaction, nuclear radiation, radioactive contamination, or radioactive substance, or the hazardous properties of nuclear material; or infectious waste or medical waste.

4. The Company will not be liable for **Loss** for any **Claim**:

   a. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of;

b. based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any request, demand, order, or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of; or

c. brought by or on behalf of any governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of,

any **Pollutant**, any oil or oil products, any electric, magnetic, or electromagnetic field, any odor, or any actual or alleged presence or actual, alleged, or threatened dispersal of any asbestos, asbestos fibers, or products containing asbestos; provided that this exclusion will not apply to **Employment Claims** for **Retaliation**.

5. The Company will not be liable for **Loss** for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any fact, circumstance, situation, event or **Wrongful Act** underlying or alleged in any prior or pending civil, criminal, administrative or regulatory proceeding against any **Insured** as of or prior to the applicable Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations for this **Community Association Management Liability Coverage Policy**.

6. The Company will not be liable for **Loss** for any **Claim** for any fact, circumstance, situation, or event that is or reasonably would be regarded as the basis for a claim about which any **Executive Officer** had knowledge prior to the applicable Continuity Date set forth in ITEM 5 of the Declarations for this **Community Association Management Liability Coverage Policy.**

7. The Company will not be liable for **Loss** for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any fact, circumstance, situation, event, or **Wrongful Act** which, before the Inception Date set forth in ITEM 2 of the Declarations, was the subject of any notice of **Claim** or potential claim given by or on behalf of any **Insured** under any policy of insurance of which this **Community Association Management Liability Coverage Policy** is a direct renewal or replacement or which it succeeds in time.

8. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties or obligations under the Employee Retirement Income Security Act of 1974 (ERISA), including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation; or for an **Insured's** failure or refusal to establish, contribute to, pay for, insure, maintain, provide benefits pursuant to, or enroll or maintain the enrollment of an employee or dependent in, any employee benefit plan, fund or program, including contracts or agreements which are not subject to the provisions of ERISA; provided that this exclusion will not apply to **Employment Claims** for **Retaliation.**

9. The Company will not be liable for **Loss** for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any **Wrongful Act** by an entity that is or was a **Subsidiary**, or any **Insured Person** of such entity, occurring at any time during which such entity was not a **Subsidiary**.

10. The Company will not be liable for **Loss** for any **Claim** for any violation of responsibilities, duties or obligations under any law concerning Social Security, unemployment insurance, workers' compensation, disability insurance, or any similar or related federal, state or local law or regulation, or for any violation of the Worker Adjustment and Retraining Notification Act (WARN), Occupational Safety and Health Act (OSHA), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the National Labor Relations Act (NLRA), or amendments thereto or regulations promulgated thereunder, or any similar or related federal, state or local law or regulation or for any violation of responsibilities, duties or obligations imposed on an **Insured** under any **Wage and Hour Law**; provided that this exclusion will not apply to:

   a. **Employment Claims** for **Retaliation**;

   b. **Employment Claims** for any actual or alleged violation of the Equal Pay Act; or

c. **Defense Expenses**, not to exceed $100,000, for any **Wage and Hour Law Employment Claim**.

11. The Company will not be liable for **Loss** for any **Claim** by or on behalf of the **Insured Entity** against any **Community Association Management** or **Community Association Management Organization**.

12. The Company will not be liable for **Loss** for any **Claim** for **Wrongful Acts** by an **Insured Person** as a director, officer or employee of any entity other than the **Insured Entity**, even if such service is directed or requested by the **Insured Entity**.

13. The Company will not be liable for **Loss** for any **Claim** made against any **Builder or Developer Board Member** after the end of the **Policy Year** in which such **Builder or Developer Board Member** ceases to serve on the board of directors of the **Named Insured**.

14. The Company will not be liable for **Loss** for any **Claim** for **Wrongful Acts** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the ownership, control, management or operation of any for-profit entity of the **Insured Entity** until and unless it has been added specifically by endorsement as a **Subsidiary** to this **Community Association Management Liability Coverage Policy**.

15. The Company will not be liable for **Loss** for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any deliberately fraudulent or dishonest act or omission or any purposeful violation of any statute or regulation by such **Insured**; provided that this exclusion will not apply unless a judgment or other final adjudication adverse to such **Insured** establishes such a deliberately fraudulent or dishonest act or omission or purposeful violation.

16. The Company will not be liable for **Loss** for any **Claim** for an **Insured** gaining in fact any profit, remuneration or advantage to which any **Insured** was not legally entitled.

17. The Company will not be liable for **Loss** for any **Claim** by or on behalf of an employee of the **Community Association Management Organization** for employment-related **Wrongful Acts**.

B. EXCLUSIONS APPLICABLE TO LOSS, OTHER THAN DEFENSE EXPENSES

1. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** seeking costs and expenses incurred or to be incurred to comply with an order, judgment or award of injunctive or other equitable relief of any kind, or that portion of a settlement encompassing injunctive or other equitable relief, including actual or anticipated costs and expenses associated with or arising from an **Insured's** obligation to provide reasonable accommodation under, or otherwise comply with, the Americans With Disabilities Act or the Rehabilitation Act of 1973, including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation.

2. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** for liability under or breach of any oral, written, or implied contract or agreement, including any liability of others assumed by an **Insured** under any such contract or agreement; provided that this exclusion will not apply to:

   a. any **Employment Claim**; or

   b. the extent that the **Insured** would have been liable in the absence of such contract or agreement.

3. The Company will not be liable for **Loss**, other than **Defense Expenses**, for any **Claim** seeking severance pay, damages or penalties under an express written **Employment Agreement**, or under any policy or procedure for payment in the event of separation from employment; or sums sought solely on the basis of a claim for unpaid services.

IV. SEVERABILITY OF EXCLUSIONS

No fact pertaining to or knowledge or information possessed by any **Insured Person** will be imputed to any other **Insured Person** to determine the application of any of the exclusions set forth in section III. EXCLUSIONS above. Only facts pertaining to or knowledge or information possessed by an officer, director, or trustee of the **Insured Organization** will be imputed to the **Insured Organization** for purposes of applying any exclusion in section III. EXCLUSIONS above.

V. CONDITIONS

A. TERRITORY

This **Community Association Management Liability Coverage Policy** applies to **Claims** made or **Wrongful Acts** occurring anywhere in the world, where legally permissible.

B. RETENTION

The **Insured** will bear uninsured at its own risk the amount of any applicable Retention, which amount must be paid in satisfaction of **Loss**.

If any **Claim** gives rise to coverage under this **Community Association Management Liability Coverage Policy**, the Company has no obligation to pay **Loss**, including **Defense Expenses**, until the applicable Retention amount set forth in ITEM 5 of the Declarations has been paid by the **Insured**.

If any **Claim** is subject to different Retentions under this **Community Association Management Liability Coverage Policy**, the applicable Retentions will be applied separately to each part of such **Claim**, but the sum of such Retentions will not exceed the largest applicable Retention under this **Community Association Management Liability Coverage Policy**.

No Retention will apply to an **Insured Person** if indemnification by the **Insured Organization** is not permitted by law or if the **Insured Organization** is unable to make such indemnification solely by reason of its **Financial Insolvency**. The **Insured Organization** will be conclusively deemed to have indemnified all **Insured Persons** to the extent that the **Insured Organization** is permitted or required to indemnify them pursuant to law, common or statutory, or contract, or the charter or by-laws of the **Insured Organization**, unless such indemnification is not made by the **Insured Organization** solely by reason of its **Financial Insolvency**.

Regardless of whether **Loss** resulting from any **Claim** against **Insured Persons** is actually indemnified, Insuring Agreement B and the Retention amount set forth in ITEM 5 of the Declarations will apply to any **Loss** as to which indemnification by the **Insured Organization** is legally permissible, unless such indemnification is not made by the **Insured Organization** solely by reason of its **Financial Insolvency**.

The certificate of incorporation, charter, articles of association or other organizational documents of the **Insured Organization**, including by-laws and resolutions, will be deemed to have been adopted or amended to provide indemnification to the **Insured Persons** to the fullest extent permitted by law.

The Company, at its sole discretion, may pay all or part of the Retention amount on behalf of any **Insured**, and in such event, the **Insureds** agree to repay the Company any amounts so paid.

C. LIMITS OF LIABILITY

1. Limits of Liability

   This section applies as described herein regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established.

Subject to any applicable **Annual Reinstatement of the Limit of Liability**, the Limit of Liability set forth in ITEM 5 of the Declarations is the maximum amount the Company will pay for all **Loss**, including **Defense Expenses**, for all **Claims** under this **Community Association Management Liability Coverage Policy**.

However, the Company's maximum limit of liability for **Defense Expenses** for all **Wage and Hour Law Employment Claims** is further limited by the following:

The Company's maximum limit of liability for **Defense Expenses** for all **Wage and Hour Law Employment Claims** will not exceed $100,000, which amount is included within, and is not in addition to, any applicable limit of liability.

2. Annual Reinstatement of the Limit of Liability

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, if ITEM 10 of the Declarations includes an **Annual Reinstatement of the Limit of Liability**:

a. the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** made during each **Policy Year** will not exceed the remaining Limit of Liability stated in ITEM 5 of the Declarations; and
b. with regard to the Extended Reporting Period or the Run-Off Extended Reporting Period, if applicable, the Company's maximum limit of liability for all **Claims** made during the Extended Reporting Period or the Run-Off Extended Reporting Period will not exceed the remaining Limit of Liability for the last **Policy Year** in effect at the time of the termination or cancellation of the **Community Association Management Liability Coverage Policy** or the **Change of Control**.

3. Other Provisions

If any **Claim** made against a **Community Association Management Organization** or **Community Association Management** gives rise to coverage both under this **Community Association Management Liability Coverage Policy** and any other liability policy of similar insurance issued by the Company or any of its affiliates, the Company's maximum aggregate limit of liability under all such policies for all **Loss**, including **Defense Expenses**, from such **Claim** will not exceed $1,000,000 subject to the remaining Limits of Liability of such policies or if the Limit of Liability for this **Community Association Management Liability Coverage Policy** is less than $1,000,000, then all **Loss**, including **Defense Expenses**, from such **Claim** will not exceed the Limit of Liability for this **Community Association Management Liability Coverage Policy** as set forth in ITEM 5 of the Declarations subject to the remaining Limit of Liability for such policies.

Payment of **Defense Expenses** will reduce and may exhaust all applicable limits of liability. In the event the amount of **Loss** exceeds the portion of the applicable limit of liability remaining after prior payments of **Loss**, the Company's liability will not exceed the remaining amount of the applicable limit of liability. In no event will the Company be obligated to make any payment for **Loss**, including **Defense Expenses**, with regard to a **Claim** after the applicable limit of liability has been exhausted by payment or tender of payment of **Loss**.

If the Limit of Liability set forth in ITEM 5 of the Declarations is exhausted by the payment of amounts covered under this **Community Association Management Liability Coverage Policy**, the premium for this **Community Association Management Liability Coverage Policy** will be fully earned, all obligations of the Company under this **Community Association Management Liability Coverage Policy** will be completely fulfilled and exhausted, including any duty to defend, and the Company will have no further obligation of any kind or nature whatsoever under this **Community Association Management Liability Coverage Policy**.

D. ADDITIONAL DEFENSE COVERAGE

Regardless of the number of persons or entities bringing **Claims** or the number of persons or entities who are **Insureds**, and regardless of when payment is made by the Company or when an **Insured's** legal obligation with regard thereto arises or is established, if ITEM 5 of the Declarations indicates that this **Community Association Management Liability Coverage Policy** includes Additional Defense Coverage, **Defense Expenses** incurred by the Company or the **Insured***,* with the Company's consent, in the defense of any **Claim** made during the **Policy Period** under this **Community Association Management Liability Coverage Policy** will apply first to and reduce the **Additional Defense Limit of Liability**. The **Additional Defense Limit of Liability** will be in addition to, and not part of the **Community Association Management Liability Coverage Policy's** applicable limit of liability. The **Additional Defense Limit of Liability** is applicable to **Defense Expenses** only. If the **Annual Reinstatement of the Limit of Liability** is applicable, the **Additional Defense Limit of Liability** will be reinstated for each **Policy Year**.

Upon exhaustion of the **Additional Defense Limit of Liability**:

1. **Defense Expenses** incurred by the Company or the **Insured**, with the Company's consent, in the defense of a **Claim** are part of and not in addition to any applicable limit of liability; and
2. payment by the Company or the I**nsured**, with the Company's consent, of **Defense Expenses** reduces any applicable limit of liability.

However, the Company's maximum limit of liability for **Defense Expenses** for all **Wage and Hour Law Employment Claims** that are paid pursuant to the **Additional Defense Limit of Liability** will not exceed $100,000 for all **Wage and Hour Law Employment Claims**. Such **Defense Expenses** will be part of, and not in addition to, the $100,000 limit of liability for all **Wage and Hour Law Employment Claims** and such $100,000 limit of liability for all **Wage and Hour Law Employment Claims** will be reduced and may be exhausted by payment of such **Defense Expenses** under the **Additional Defense Limit of Liability**.

E. CLAIM DEFENSE

1. The Company will have the right and duty to defend any **Claim** even if the allegations are groundless, false or fraudulent, including the right to select defense counsel with respect to such **Claim**; provided, that the Company will not be obligated to defend or to continue to defend any **Claim** after the applicable limit of liability has been exhausted by payment of **Loss**.
2. The **Insured** agrees to cooperate with the Company and, upon the Company's request, assist in making settlements and in the defense of **Claims** and in enforcing rights of contribution or indemnity against any person or entity which may be liable to the **Insured** because of an act or omission insured under such **Community Association Management Liability Coverage Policy**, and will attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

F. INSURED'S DUTIES IN THE EVENT OF A CLAIM

The **Insured's** duty to report a **Claim** commences on the earliest date a written notice thereof is received by an **Executive Officer**. If an **Executive Officer** becomes aware that a **Claim** has been made against any **Insured**, the **Insured**, as a condition precedent to any rights under this **Community Association Management Liability Coverage Policy**, must give to the Company written notice of the particulars of such **Claim**, including all facts related to any alleged **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, and the dates of the alleged events, as soon as practicable, but in no event later than 60 days after the expiration date of the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period. The **Insured** agrees to give the Company such information, assistance and cooperation as it may reasonably require.

All notices under this subsection must be sent to the Company by electronic mail, facsimile, or mail as set forth in ITEM 3 of the Declarations and will be effective upon receipt. The **Insured** agrees not to voluntarily settle any **Claim**, make any settlement offer, assume or admit any liability or, except at the

Insured's own cost, voluntarily make any payment, pay or incur any **Defense Expenses**, or assume any obligation or incur any other expense, without the Company's prior written consent, such consent not to be unreasonably withheld. The Company is not liable for any settlement, **Defense Expenses**, assumed obligation or admission to which it has not consented.

G. NOTICE OF POTENTIAL CLAIMS

If an **Insured** becomes aware of a **Potential Claim** and gives the Company written notice of the particulars of such **Potential Claim**, including all facts related to the **Wrongful Act**, the identity of each person allegedly involved in or affected by such **Wrongful Act**, the dates of the alleged events, and the reasons for anticipating a **Claim**, as soon as practicable during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, any **Claim** subsequently made against any **Insured** arising out of such **Wrongful Act** will be deemed to have been made during the **Policy Period**.

All notices under this subsection must be sent to the Company by electronic mail, facsimile, or mail as set forth in ITEM 3 of the Declarations and will be effective upon receipt.

H. RELATED CLAIMS

All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be considered as a single **Claim** or **Potential Claim**, whichever is applicable, for purposes of this **Community Association Management Liability Coverage Policy**. All **Claims** or **Potential Claims** for **Related Wrongful Acts** will be deemed to have been made at the time the first of such **Claims** or **Potential Claims** for **Related Wrongful Acts** were made whether prior to or during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period.

I. SETTLEMENT

The Company may, with the written consent of the **Insured**, make any settlement of a **Claim** it deems expedient. If the **Insured** withholds consent to such settlement, the Company's liability for all **Loss** on account of such **Claim** will not exceed the amount for which the Company could have settled such **Claim** plus **Defense Expenses** accrued as of the date such settlement was proposed in writing by the Company.

J. OTHER INSURANCE AND INDEMNIFICATION

If any **Loss** otherwise covered under this **Community Association Management Liability Coverage Policy** is insured under any other valid and collectible policy or policies, then this **Community Association Management Liability Coverage Policy** will apply only in excess of the amount of any deductibles, retentions and limits of liability under such other insurance, whether such other insurance is stated to be primary, contributory excess, contingent or otherwise, unless such other insurance is written specifically excess of this **Community Association Management Liability Coverage Policy** by reference in such other policy to the policy number of this **Community Association Management Liability Coverage Policy.**

Additionally, this **Community Association Management Liability Coverage Policy** will apply only as excess insurance over, and will not contribute with indemnification to which any **Insured Person** is entitled from any outside entity other than the **Insured Organization**. This **Community Association Management Liability Coverage Policy** will not be subject to the terms of any other insurance.

K. ORDER OF PAYMENTS

If **Loss**, other than **Defense Expenses**, from any **Directors and Officers Claim** exceeds the remaining applicable limit of liability as set forth in ITEM 5 of the Declarations:

1. the Company will first pay **Loss** for such **Directors and Officers Claim** to which Insuring Agreement A. applies; then
2. to the extent that any amount of the applicable limit of liability remains available, the Company will pay **Loss** for such **Directors and Officers Claim** to which Insuring Agreements B. and C. apply.

Upon written request of the **Insured Entity** by and through any **Executive Officer** of the **Insured Entity**, the Company will either pay or withhold payment of **Loss** from such **Directors and Officers Claim** under Insuring Agreements B. and C., as applicable. In the event of a written request to withhold payment, the Company will make any future payment only for **Loss** from any such **Directors and Officers Claim** to which Insuring Agreement A. applies, unless otherwise so instructed upon written request by and through an **Executive Officer** of the **Insured Entity**.

L. SUBROGATION

In the event of payment under this **Community Association Management Liability Coverage Policy**, the Company is subrogated to all of the **Insured's** rights of recovery against any person or organization to the extent of such payment and the **Insured** agrees to execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing to prejudice such rights.

M. RECOVERIES

All recoveries from third parties for payments made under this **Community Association Management Liability Coverage Policy** will be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:

1. first, to the Company to reimburse the Company for any Retention amount it has paid on behalf of any **Insured**;
2. second, to the **Insured** to reimburse the **Insured** for the amount it has paid which would have been paid hereunder but for the fact that it is in excess of the applicable limits of liability hereunder;
3. third, to the Company to reimburse the Company for the amount paid hereunder; and
4. fourth, to the **Insured** in satisfaction of any applicable Retention;

provided that recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for the Company's benefit.

N. CHANGE OF CONTROL

If, during the **Policy Period**, a **Change of Control** occurs, coverage will continue in full force and effect with respect to **Claims** for **Wrongful Acts** committed before such event, but coverage will cease with respect to **Claims** for **Wrongful Acts** committed after such event. No coverage will be available hereunder for **Loss**, including **Defense Expenses**, for any **Claim** based upon, alleging, arising out of, or in any way relating to, directly or indirectly any **Wrongful Act** committed or allegedly committed after such event. After any such event, this **Community Association Management Liability Coverage Policy** may not be canceled by the **Named Insured** and the entire premium for the **Community Association Management Liability Coverage Policy** will be deemed fully earned.

Upon the occurrence of any **Change of Control**, the **Named Insured** will have the right to give the Company notice that it desires to purchase a Run-Off Extended Reporting Period for the period set forth in ITEM 9 of the Declarations following the effective date of such **Change of Control**, regarding **Claims** made during such Run-Off Extended Reporting Period against persons or entities who at the effective date of the **Change of Control** are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to such **Change of Control** and which otherwise would be covered by this **Community Association Management Liability Coverage Policy**, subject to the following provisions:

1. such Run-Off Extended Reporting Period will not provide new, additional or renewed limits of liability; and
2. the Company's total liability for all **Claims** made during such Run-Off Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the **Change of Control**.

The premium due for the Run-Off Extended Reporting Period will equal the percentage set forth in ITEM 9 of the Declarations of the annualized premium of this **Community Association Management Liability**

Coverage Policy, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Period** prior to the **Change of Control**. The entire premium for the Run-Off Extended Reporting Period will be deemed fully earned at the commencement of such Run-Off Extended Reporting Period.

The right to elect the Run-Off Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within 30 days of the **Change of Control**. In the event the Run-Off Extended Reporting Period is purchased, the option to purchase the Extended Reporting Period in section V. CONDITIONS, Q. EXTENDED REPORTING PERIOD of this **Community Association Management Liability Coverage Policy** will terminate. In the event the Run-Off Extended Reporting Period is not purchased, the **Named Insured** will have the right to purchase the Extended Reporting Period under the terms of section V. CONDITIONS, Q. EXTENDED REPORTING PERIOD.

If, at any time during the **Policy Period**, the **Insured Entity** eliminates or reduces its ownership interest in or control over a **Subsidiary**, such that it no longer meets the definition of a **Subsidiary**, coverage will continue for such entity and its directors, officers, and employees, but only with regard to **Claims** for **Wrongful Acts** which occurred wholly during the time that the entity was a **Subsidiary**.

O. ACQUISITIONS

If, during the **Policy Period**, the **Insured Entity** acquires or forms a **Subsidiary**, this **Community Association Management Liability Coverage Policy** will provide coverage for such **Subsidiary** and its respective **Insured Persons**, subject to all other terms and conditions of this **Community Association Management Liability Coverage Policy** provided written notice of such acquisition or formation has been given to the Company, and specific application has been submitted on the Company's form in use at the time, together with such documentation and information as the Company may require, all within 90 days after the effective date of such formation or acquisition. Coverage for such **Subsidiary** will not be afforded following such 90-day period unless the Company has agreed to provide such coverage, subject to any additional terms and conditions as the Company may require, and the **Named Insured** has paid the Company any additional premium as may be required by the Company.

The 90-day notice requirement and the 90-day limitation of coverage will not apply provided that: (1) the assets of the acquired or formed **Subsidiary** do not exceed 30% of the total assets of the **Insured Entity** as reflected in the **Insured Entity's** most recent fiscal year-end financial statement; or (2) the acquisition or formation occurs less than 90 days prior to the end of the **Policy Period**.

P. SPOUSAL AND DOMESTIC PARTNER LIABILITY COVERAGE

This **Community Association Management Liability Coverage Policy** will, subject to all of its terms, conditions, and limitations, be extended to apply to **Loss** resulting from a **Claim** made against a person who, at the time the **Claim** is made, is a lawful spouse or a person qualifying as a domestic partner under the provisions of any applicable federal, state or local law (a "Domestic Partner") of an **Insured Person**, but only if and so long as:

1. the **Claim** against such spouse or Domestic Partner results from a **Wrongful Act** actually or allegedly committed by the **Insured Person**, to whom the spouse is married, or who is joined with the Domestic Partner; and
2. such **Insured Person** and his or her spouse or Domestic Partner are represented by the same counsel in connection with such **Claim**.

No spouse or Domestic Partner of an **Insured Person** will, by reason of this subsection have any greater right to coverage under this **Community Association Management Liability Coverage Policy** than the **Insured Person** to whom such spouse is married, or to whom such Domestic Partner is joined.

The Company has no obligation to make any payment for **Loss** in connection with any **Claim** against a spouse or Domestic Partner of an **Insured Person** for any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty by such spouse or Domestic Partner.

Q. EXTENDED REPORTING PERIOD

At any time prior to or within 60 days after the effective date of termination or cancellation of this **Community Association Management Liability Coverage Policy** for any reason other than nonpayment of premium, the **Named Insured** may give the Company written notice that it desires to purchase an Extended Reporting Period for the period set forth in ITEM 8 of the Declarations following the effective date of such termination or cancellation, regarding **Claims** made during such Extended Reporting Period against persons or entities who at or prior to the effective date of termination or cancellation are **Insureds**, but only for **Wrongful Acts** occurring wholly prior to the effective date of the termination or cancellation and which otherwise would be covered by this **Community Association Management Liability Coverage Policy**, subject to the following provisions:

1. such Extended Reporting Period will not provide a new, additional or renewed limit(s) of liability; and
2. the Company's maximum limit of liability for all **Claims** made during such Extended Reporting Period will be only the remaining portion of the applicable limit of liability set forth in the Declarations as of the effective date of the termination or cancellation.

The premium due for the Extended Reporting Period will equal the percentage set forth in ITEM 8 of the Declarations of the annualized premium of this **Community Association Management Liability Coverage Policy**, including the fully annualized amount of any additional premiums charged by the Company during the **Policy Year** prior to such termination or cancellation. The entire premium for the Extended Reporting Period will be deemed to have been fully earned at the commencement of such Extended Reporting Period.

The right to elect the Extended Reporting Period will terminate unless written notice of such election, together with payment of the additional premium due, is received by the Company within 60 days of the effective date of the termination or cancellation. If the **Named Insured** obtains a subsequent policy at the expiration of a **Policy Period** from the Company, no termination or cancellation shall have occurred.

R. ALLOCATION

1. If there is a **Claim** under this **Community Association Management Liability Coverage Policy** in which the **Insureds** who are afforded coverage for such **Claim** incur an amount consisting of both **Loss** that is covered by this **Community Association Management Liability Coverage Policy** and also loss that is not covered by this **Community Association Management Liability Coverage Policy** because such **Claim** includes both covered and uncovered matters, then such covered **Loss** and uncovered loss will be allocated as follows:
   a. one hundred percent of **Defense Expenses** incurred by and on behalf of the **Insureds** who are afforded coverage for such **Claim** will be allocated to covered **Loss**; and
   b. all loss other than **Defense Expense** will be allocated between covered **Loss** and uncovered loss based upon the relative legal and financial exposures of, and relative benefits obtained in connection with the defense and settlement of, the **Claim** by the **Insured Persons**, the **Insured Organization**, and others not insured under this **Community Association Management Liability Coverage Policy**. In making such a determination, the **Insured Organization**, the **Insured Persons** and the Company agree to use their best efforts to determine a fair and proper allocation of all such amounts. In the event that an allocation cannot be agreed to, then the Company will be obligated to make an interim payment of the amount of Loss which the parties agree is not in dispute until a final amount is agreed upon or determined pursuant to the provisions of this **Community Association Management Liability Coverage Policy** and applicable law.

S. CANCELLATION AND NONRENEWAL

The Company may cancel this **Community Association Management Liability Coverage Policy** in which case 20 days written notice will be given to the **Named Insured**. The Company has the right to the premium amount for the portion of the **Policy Period** during which this **Community Association Management Liability Coverage Policy** was in effect.

Subject to the provisions set forth in section V. CONDITIONS, N. CHANGE OF CONTROL, the **Named Insured** may cancel this **Community Association Management Liability Coverage Policy** by mailing the Company written notice stating when, thereafter, not later than the Expiration Date set forth in ITEM 2 of the Declarations, such cancellation will be effective. The earned premium will be computed on a pro rata basis. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

The Company will not be required to renew this **Community Association Management Liability Coverage Policy** upon its expiration. If the Company elects not to renew, it will provide to the **Named Insured** written notice to that effect at least 30 days before the Expiration Date set forth in ITEM 2 of the Declarations.

T. ACTION AGAINST THE COMPANY

No action will lie against the Company unless there has been full compliance with all of the terms of this **Community Association Management Liability Coverage Policy**.

No person or organization has any right under this **Community Association Management Liability Coverage Policy** to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor may the Company be impleaded by an **Insured** or said **Insured's** legal representative. Bankruptcy or insolvency of any **Insured** or an **Insured's** estate does not relieve the Company of any of its obligations hereunder.

U. CHANGES

Only the **Named Insured** is authorized to make changes in the terms of this **Community Association Management Liability Coverage Policy** and solely with the Company's prior written consent. This **Community Association Management Liability Coverage Policy's** terms can be changed, amended or waived only by endorsement issued by the Company and made a part of this **Community Association Management Liability Coverage Policy**. Notice to any representative of the **Insured** or knowledge possessed by any agent or by any other person will not effect a waiver or change to any part of this **Community Association Management Liability Coverage Policy**, or estop the Company from asserting any right under the terms, conditions and limitations of this **Community Association Management Liability Coverage Policy**, nor may the terms, conditions and limitations hereunder be waived or changed, except by a written endorsement to this **Community Association Management Liability Coverage Policy** issued by the Company.

V. ASSIGNMENT

This **Community Association Management Liability Coverage Policy** may not be assigned or transferred, and any such attempted assignment or transfer is void and without effect unless the Company has provided its prior written consent to such assignment or transfer.

W. REPRESENTATIONS

By acceptance of the terms set forth in this **Community Association Management Liability Coverage Policy**, each **Insured** represents and agrees that the statements contained in the **Application**, which is deemed to be attached hereto, incorporated herein, and forming a part hereof, are said **Insured's** agreements and representations, that such representations are material to the Company's acceptance of this risk, that this **Community Association Management Liability Coverage Policy** is issued in reliance upon the truth of such representations, and embodies all agreements existing between said **Insured** and the Company or any of its agents.

If any statement or representation in the **Application** is untrue, this **Community Association Management Liability Coverage Policy** is void and of no effect whatsoever, but only with respect to:

1. any **Insured Person** who knew, as of the Inception Date set forth in ITEM 2 of the Declarations, that the statement or representation was untrue;

2. any **Insured Organization**, with respect to its indemnification coverage, to the extent it indemnifies any **Insured Person** referenced in 1. above; and

3. any **Insured Organization**, if the person who signed the **Application** knew that the statement or representation was untrue.

Whether an **Insured Person** had such knowledge will be determined without regard to whether the **Insured Person** actually knew the **Application**, or any other application completed for this **Community Association Management Liability Coverage Policy**, contained any such untrue statement or representation.

X. LIBERALIZATION

If, during the **Policy Period**, the Company is required, by law or by insurance supervisory authorities of the state in which this **Community Association Management Liability Coverage Policy** was issued, to make any changes in the form of this **Community Association Management Liability Coverage Policy**, by which the insurance afforded by this **Community Association Management Liability Coverage Policy** could be extended or broadened without increased premium charge by endorsement or substitution of form, then such extended or broadened insurance will inure to the benefit of the **Insured** as of the date the revision or change is approved for general use by the applicable department of insurance.

Y. AUTHORIZATION

By acceptance of the terms herein, the **Named Insured** agrees to act on behalf of all **Insureds** with respect to the payment of premiums, the receiving of any return premiums that may become due hereunder, and the receiving of notices of cancellation, nonrenewal, or change of coverage, and the **Insureds** each agree that they have, individually and collectively, delegated such authority exclusively to the **Named Insured**; provided that nothing herein will relieve the **Insureds** from giving any notice to the Company that is required under this **Community Association Management Liability Coverage Policy**.

Z. ENTIRE AGREEMENT

This **Community Association Management Liability Coverage Policy**, including the Declarations, the **Application**, and any endorsements attached thereto, constitute the entire agreement between the Company and the **Insured**.

AA. HEADINGS

The titles of the various paragraphs of this **Community Association Management Liability Coverage Policy** and its endorsements are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provision to which they relate.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GLOBAL COVERAGE COMPLIANCE ENDORSEMENT

This endorsement changes the following:

Community Association Management Liability

It is agreed that:

1. The following is added to section **II. DEFINITIONS**:

   Financial Interest means the **Named Insured's** insurable interest in an **Insured Organization** that is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, as a result of the **Named Insured's**:

   1. ownership of the majority of the outstanding securities or voting rights of such **Insured Organization** representing the present right to elect, appoint, or exercise a majority control over such **Insured Organization's** board of directors, board of trustees, board of managers, natural person general partner, or functional foreign equivalent;

   2. indemnification of, or representation that it has an obligation to indemnify, such **Insured Organization** for **Loss** incurred by such **Insured Organization**; or

   3. election or obligation to obtain insurance for such **Insured Organization**.

2. The following is added to section **V. CONDITIONS**:

   SANCTIONS

   This **Community Association Management Liability Coverage Policy** will provide coverage, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose the Company or any of its affiliated or parent companies to any trade or economic sanction under any law or regulation of the United States of America or any other applicable trade or economic sanction, prohibition, or restriction.

3. The following replaces section **V. CONDITIONS**, **A. TERRITORY**:

   A. TERRITORY AND VALUATION

   1. This **Community Association Management Liability Coverage Policy** applies anywhere in the world; provided, this **Community Association Management Liability Coverage Policy** does not apply to **Loss** incurred by an **Insured,** residing or domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, to the extent that providing this insurance would violate the laws or regulations of such country or jurisdiction.

   2. In the event an **Insured Organization** incurs **Loss** referenced in 1. above to which this insurance would have applied, the Company will reimburse the **Named Insured** for its **Loss**, on account of its **Financial Interest** in such **Insured Organization**. As a condition precedent to any rights under this **Liability Policy**, the **Named Insured** will cause the **Insured Organization** or its **Insured Persons** to comply with the conditions of this **Community Association Management Liability Coverage Policy**.

   3. All premiums, Limits of Liability, Retention, **Loss**, and other amounts under this **Community Association Management Liability Coverage Policy** are expressed and payable in the currency of

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **107824670**

the United States. If a judgment is rendered, settlement is denominated, or another element of **Loss** under this **Community Association Management Liability Coverage Policy** is stated in a currency other than United States dollars, payment under this **Community Association Management Liability Coverage Policy** will be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is reached, the amount of the settlement is agreed upon, or any other element of **Loss** is due, respectively.

4. The following is added to section **V. CONDITIONS**, **E. CLAIM DEFENSE**:

In the event of a **Claim** against an **Insured** that resides or is domiciled in a country or jurisdiction in which the Company is not licensed to provide this insurance, the Company will have the right and duty to defend such **Claim** as set forth in this section V. CONDITIONS, E. CLAIM DEFENSE, to the extent that doing so would not violate the laws or regulations of such country or jurisdiction.

If the Company is prohibited from defending such **Claim:**

a. the Company will have no duty to defend any **Claim** covered by this **Community Association Management Liability Coverage Policy**. It will be the duty of the **Insured** to defend such **Claims**; and the Company will have the right to participate with the **Insured** in the investigation, defense and settlement, including the negotiation of a settlement of any **Claim** that appears reasonably likely to be covered in whole or in part by such **Liability Coverage** and the selection of appropriate defense counsel; and

b. upon written request, the Company will advance **Defense Expenses** with respect to such **Claim**. Such advanced payments by the Company will be repaid to the Company by the **Insureds** severally according to their respective interests in the event and to the extent that the **Insureds** are not entitled to payment of such **Defense Expenses** under such **Community Association Management Liability Coverage Policy**. As a condition of any payment of **Defense Expenses** under this subsection, the Company may require a written undertaking on terms and conditions satisfactory to the Company guaranteeing the repayment of any **Defense Expenses** paid to or on behalf of any **Insured** if it is finally determined that any such **Claim** or portion of any **Claim** is not covered under such **Community Association Management Liability Coverage Policy**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDED PROPERTY DAMAGE EXCLUSION – ADD EXCEPTION FOR DECISIONS TO IMPOSE ASSESSMENT OR APPROVE OR REJECT REQUEST FOR PHYSICAL CHANGES TO TANGIBLE PROPERTY ENDORSEMENT

This endorsement changes the following:

Community Association Management Liability

It is agreed that:

The following replaces section **III. EXCLUSIONS**, **A. EXCLUSIONS APPLICABLE TO ALL LOSS**, **1.**:

The Company will not be liable for **Loss** for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any damage to, destruction of, deterioration of, loss of, loss of use of, or failure to repair or maintain any tangible property, including any **Construction Defect**, whether or not as a result of inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot; provided that this exclusion will not apply to **Defense Expenses** for any **Claim** for any decision by the board of directors, or other duly constituted governing board, of the **Named Insured** or any committee thereof:

a. to impose any assessment on any resident, unit owner or member of the **Named Insured**; or

b. to approve or reject any request to make any physical change to tangible property, but only if such decision does not relate to the execution or quality of such physical changes.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, exclusions, or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **107824670**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN CHANGES ENDORSEMENT

This endorsement changes the following:

Community Association Management Liability Coverage

It is agreed that:

1. The following replaces section **V. CONDITIONS**, **S. CANCELLATION AND NONRENEWAL**:

   S. CANCELLATION AND NONRENEWAL

   The Company may cancel this **Community Association Management Liability Coverage Policy** by providing written notice of such cancellation to the **Named Insured**:

   1. At least 60 days before the anniversary date, if cancellation applies to a policy with a term longer than one year; or
   2. At least 20 days before the effective date of cancellation, if cancellation is for any other reason.

   The Company may cancel only for the following reasons:

   1. Any reason if the policy has been in effect for less than 60 days and is not a renewal of a policy issued by the Company;
   2. Nonpayment of premium;
   3. Material misrepresentation;
   4. Breach of contractual duties, conditions, and warranties; or
   5. Substantial change in the risk.

   A notice of cancellation resulting from the failure to pay a premium when due will be rescinded if payment in full is received by the Company within 20 days of the **Named Insured's** receipt of such notice of cancellation. The Company has the right to the premium amount for the portion of the **Policy Period** during which this **Community Association Management Liability Coverage Policy** was in effect.

   Subject to the provisions set forth in section V. CONDITIONS, N. CHANGE OF CONTROL, the **Named Insured** may cancel this **Community Association Management Liability Coverage Policy** by mailing the Company written notice stating when, thereafter, not later than the Expiration Date set forth in ITEM 2 of the Declarations, such cancellation will be effective. The earned premium will be computed on a pro rata basis. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

   The Company will not be required to renew this **Community Association Management Liability Coverage Policy** upon its expiration. If the Company elects not to renew, it will provide to the **Named Insured** written notice to that effect at least 60 days before the Expiration Date set forth in ITEM 2 of the Declarations.

2. The following is added to section **V. CONDITIONS, W. REPRESENTATIONS**:

   No misrepresentation or breach of affirmative warranty made by the **Named Insured** or on behalf of the **Insured Organization** in the negotiation of this insurance affects the Company obligations unless:

Issuing Company: **Travelers Casualty and Surety Company of America**
Policy Number: **107824670**

1. The Company relies on it and it is either material or made with intent to deceive; or
2. The facts misrepresented or falsely warranted contribute to the amount payable as a **Claim**.

No failure of a condition before the **Claim** and no breach of a promissory warranty affects the Company's obligation under this insurance unless such failure or breach exists at the time of the **Claim** and either:

1. Increases the risk at the time of a **Claim**; or
2. Contributes to the **Claim**.

If any of the Company's agents know any facts that breach a condition of this **Community Association Management Liability Coverage Policy**, the Company will be considered to know it also if that fact:

1. Is known to the agent at the time the **Community Association Management Liability Coverage Policy** is issued or an application made; or
2. Later becomes known to the agent in the course of his or her dealings as an agent with the **Insured Organization**.

Any fact that breaches a condition of this **Community Association Management Liability Coverage Policy** and is known to the agent before the loss will not:

1. Void this **Community Association Management Liability Coverage Policy**; or
2. Prevent a recovery in the event of **Claim**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

23-0037-00
BAER INSURANCE SERVICES INC
PO BOX 46490
MADISON WI 53744-6490

Agency phone: 608.830.5800

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

PO BOX 30660 • LANSING, MI 48909-8160

03-10-2026

Auto-Owners Insurance Company

WINDFLOWER VILLAGE CONDOMINIUM ASSO
ASSOCIATION INC
C/O ADAM KANE KANE PROPERTY MGMT
525 JUNCTION RD STE 6500
MADISON WI 53717-2153

You can view your policy or change your paperless options at any time online at www.auto-owners.com.

RE: Policy 224623-61852050-26

Thank you for selecting Auto-Owners Insurance Group to service your insurance needs!

Auto-Owners and its affiliate companies offer a full complement of policies, each of which has its own eligibility requirements, coverages, and rates. Please take this opportunity to review your insurance needs with your Auto-Owners agent **608.830.5800**, and discuss which company and program might be appropriate for you. After talking with your agent, if there are any unanswered questions, please contact us at 517.323.1200.

Auto-Owners Insurance Company was formed in 1916. Our A+ (Superior) rating by AM Best signifies that we have the financial strength to provide the insurance protection you need. The Auto-Owners Insurance Group is comprised of five property and casualty companies and a life insurance company.

NOTICE OF PRIVACY PRACTICES

What We Do To Protect Your Privacy

At Auto-Owners Insurance Group*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting www.auto-owners.com, and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at www.auto-owners.com/privacy.

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to www.auto-owners.com. The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

How Long We Retain Your Information

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

Changes to the Privacy Policy

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at www.auto-owners.com/privacy or by contacting us.

Contact Us

Auto-Owners Insurance Company
Phone: 844-359-4595 (toll free)
Email: privacyrequest@aoins.com

*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

Policy Number: 224623-61852050-26
Insurance Company: AUTO-OWNERS INSURANCE COMPANY
Renewal Effective Date: 05-15-2026

Dear Policyholder,

Thank you for choosing us for your insurance needs. Your policy is set to renew on the renewal effective date shown above. This letter gives you advance notice of change(s) as listed below:

Your renewal premium will be: $2,436.00
(Calculated changes are based on your current policy information. Your actual premium could vary if the information on file is incorrect or if your needs and renewal coverages change.)

☐ Increase in deductible: ______

☐ Reduction of limits: ______

☐ Reduction or removal of coverage: ______

☒ Other: SEE ATTACHED.

The first Named Insured shown in the Declarations may cancel this policy at any time by notifying us of the date on which cancellation is to take effect.

This notice is for informational purposes only. Your policy contains the specific terms and conditions of coverage.

If you have any questions regarding your policy or this notice, please contact your Auto-Owners Insurance agency.

BAER INSURANCE SERVICES INC
PO BOX 46490
MADISON WI 53744-6490
608-830-5800

59173 (2-24)

AUTO-OWNERS INSURANCE COMPANY
COMPANY ADDRESS FORM

The following is the address of our home office:

Auto-Owners Insurance Company
6101 Anacapri Blvd.
P.O. Box 30660
Lansing, MI 48909-8160

Please direct your questions to:

Auto-Owners Insurance Company
W. 6207 Aerotech Drive
P.O. Box 207
Appleton, WI 54912-0207

59245 (2-24)

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? - If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

AUTO-OWNERS INSURANCE COMPANY
W. 6207 Aerotech Drive
P.O. Box 207
Appleton, WI 54912-0207
920-993-8550

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can file a complaint electronically with the **OFFICE OF THE COMMISSIONER OF INSURANCE** at its website at http://oci.wi.gov/, or by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517
608-266-0103
711 (TDD) (ask for 608-266-3586)

NOTIFICATION OF POSSIBLE CHANGES IN COVERAGE FOR TERRORISM

Dear Policyholder:

The Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) will expire on December 31, 2027 unless the Federal government extends the Act. What this means to you is the following:

1. Subject to policy terms and conditions, the enclosed policy will provide insurance coverage for certified acts of terrorism as defined in the Act only until December 31, 2027.

2. A conditional endorsement entitled, Conditional Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act) is enclosed. This conditional endorsement will only apply if the Act is not extended or if the Act is revised to increase statutory deductibles, decrease the federal government's share in potential losses above the statutory deductibles, change the levels, terms or conditions of coverage and we are no longer required to make terrorism coverage available and elect not to do so. It will not apply if the Act is simply extended.

3. The conditional endorsement will provide coverage for an incident of terrorism pursuant to the terms and conditions of the policy only if the incident does not involve nuclear, biological or chemical material.

4. A premium charge for the conditional endorsement will be applied effective January 1, 2028. The premium will be pro rated for the remainder of the policy term and is one-half of the current premium charge appearing in the Declarations for TERRORISM - CERTIFIED ACTS. However, it will only be made if the Terrorism Risk Insurance Act (including ensuing Congressional actions pursuant to the Act) is not extend. Revised Declarations will be mailed to you after January 1, 2028.

5. If the Act is extended without any revision, the enclosed policy will continue to provide coverage for certified acts of terrorism. The conditional endorsement will not be activated and the changes in coverage or premium referenced above will not apply.

6. If the Act is extended with revisions or is replaced, and we are required or elect to continue to offer coverage for certified acts of terrorism, we may amend this policy in accordance with the provisions of the revised Act or its replacement.

This notice is for informational purposes only.

If you have any questions concerning your policy or this notice, please contact your Auto-Owners agency.

NOTICE OF CHANGE IN POLICY TERMS
EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

NOTICE OF REDUCTION IN COVERAGE

Dear Policyholder,

Effective with this renewal, form CG 40 32 (05-23) Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) has been added to your policy. This endorsement removes all liability coverage for "bodily injury", "property damage" and "personal and advertising injury" caused by or resulting from pollutants that may contain Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS).

This notice is for informational purposes only. This notice provides no coverage and it must not be construed to replace or modify any provisions of your policy or endorsements. Your policy contains the specific terms, limits and conditions of coverage, and supersedes this notice.

You have the right to renew your policy. You also have the right to cancel your policy at any time. To cancel your policy, please provide the date on which cancellation is to take effect.

Please review the endorsement and your policy carefully. If you have any questions, please contact your Auto-Owners Insurance Agency.

Auto-Owners

Issued 03-10-2026

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

AGENCY BAER INSURANCE SERVICES INC
23-0037-00 MKT TERR 029 608-830-5800

Renewal Effective 05-15-2026

POLICY NUMBER **224623-61852050-26**

Company Use 61-46-WI-2205

INSURED WINDFLOWER VILLAGE CONDOMINIUM ASSO
SEE FORM 59270

ADDRESS 525 JUNCTION RD STE 6500

MADISON WI 53717-2153

Company Bill

Policy Term		
12:01 a.m.	to	12:01 a.m.
05-15-2026		05-15-2027

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

55039 (11-87)

COMMON POLICY INFORMATION

Business Description: Residential Condomin

Entity: Corporation

Program: Condominium-Residential Association

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S):	PREMIUM
COMMERCIAL PROPERTY COVERAGE	$97.00
MINIMUM PROPERTY PLUS PREMIUM ADJUSTMENT (CP)	$178.00
MINIMUM EQUIPMENT BREAKDOWN PREMIUM ADJUSTMENT (CP)	$48.00
COMMERCIAL GENERAL LIABILITY COVERAGE	$1,935.00
COMMERCIAL CRIME COVERAGE	$178.00
TOTAL	**$2,436.00**

THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.
Paid in Full Discount applies.
The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums.

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):
IL0017 (11-85) 55000 (07-12) 59390 (11-20)

A merit rating plan factor of 0.90 applies.

Countersigned By: ___________________________________

Auto-Owners Ins. Co. Issued 03-10-2026

AGENCY BAER INSURANCE SERVICES INC Company **POLICY NUMBER 224623-61852050-26**
23-0037-00 MKT TERR 029 Bill 61-46-WI-2205

INSURED WINDFLOWER VILLAGE CONDOMINIUM ASSO Term 05-15-2026 to 05-15-2027

54104 (07-87)

COMMERCIAL PROPERTY COVERAGE

55198 (12-10)

STANDARD PROPERTY PLUS COVERAGE PACKAGE DECLARATION

The coverages and limits below apply separately to each location or sublocation that sustains a loss to covered property and is designated in the Commercial Property Coverage Declarations. No deductible applies to the below Property Plus Coverages.

COVERAGE	LIMIT
ACCOUNTS RECEIVABLE	$100,000
BAILEES	$5,000
	$2,500 PER ITEM
BUSINESS INCOME & EXTRA EXPENSE W/RENTAL	$50,000
VALUE, INCLUDING NEWLY ACQUIRED LOC'S	
0 HOUR WAITING PERIOD	
DEBRIS REMOVAL	$25,000
ELECTRONIC DATA PROCESSING EQUIPMENT	$25,000
EMPLOYEE DISHONESTY	$15,000
FINE ARTS, COLLECTIBLES AND MEMORABILIA	$10,000
	$2,500 PER ITEM
FIRE DEPARTMENT SERVICE CHARGE	$5,000
FORGERY AND ALTERATION	$10,000
MONEY AND SECURITIES INSIDE PREMISES	$15,000
MONEY AND SECURITIES OUTSIDE PREMISES	$15,000
NEWLY ACQUIRED BUSINESS PERSONAL PROPERTY	$500,000 FOR 90 DAYS
NEWLY ACQUIRED OR CONSTRUCTED PROPERTY	$1,000,000 FOR 90 DAYS
ORDINANCE OR LAW	SEE COMMERCIAL PROPERTY
	DECLARATIONS
OUTDOOR PROPERTY	$15,000
TREES, SHRUBS OR PLANTS	$1,000 PER ITEM
RADIO OR TELEVISION ANTENNAS	$10,000
PERSONAL EFFECTS AND PROPERTY OF OTHERS	$15,000
POLLUTANT CLEAN UP AND REMOVAL	$25,000
PROPERTY IN TRANSIT	$25,000
PROPERTY OFF PREMISES	$25,000
REFRIGERATED PRODUCTS	$10,000
SALESPERSON'S SAMPLES	$10,000

Auto-Owners Ins. Co. Issued 03-10-2026

AGENCY BAER INSURANCE SERVICES INC Company **POLICY NUMBER 224623-61852050-26**
23-0037-00 MKT TERR 029 Bill 61-46-WI-2205

INSURED WINDFLOWER VILLAGE CONDOMINIUM ASSO Term 05-15-2026 to 05-15-2027

55198 (12-10)

STANDARD PROPERTY PLUS COVERAGE PACKAGE DECLARATION

COVERAGE	LIMIT
UTILITY SERVICES FAILURE	$50,000
VALUABLE PAPERS AND RECORDS ON PREMISES	$50,000
VALUABLE PAPERS AND RECORDS OFF PREMISES	$10,000
WATER BACK-UP FROM SEWERS OR DRAINS	$15,000

Forms that apply to this coverage part:

64004 (12-10)	54198 (12-10)	54334 (12-10)	64020 (12-10)	54189 (12-10)
54186 (12-10)	54218 (03-13)	54217 (07-17)	54216 (03-13)	54214 (03-13)
54221 (12-10)	54220 (06-00)	54219 (12-10)	54338 (03-13)	54339 (03-13)
64010 (12-10)	64352 (12-20)	64000 (12-10)		

Coverages Provided

Insurance at the described premises applies only for coverages for which a limit of insurance is shown.

LOCATION 0001 - BUILDING 0001

Location: 201 Lillehammer Lane, Mt Horeb, WI 53572-4016

Secured Interested Parties: None

Rating Information

Territory: 130
Program: Condominium-Residential A
Protection Class: 02
Spcl Class Rate - Property In The Open: 1.021

County: Dane
Construction: N/A
Class Code: 1190

COVERAGE	COINSURANCE	DEDUCTIBLE	LIMIT	RATE	PREMIUM
PROPERTY IN THE OPEN			$5,000		
Causes of Loss					
Basic Group I	90%	$2,500		0.474	$24.00
Basic Group II	90%	$2,500		1.184	$59.00
Special	90%	$2,500		0.079	$4.00
Theft	90%	$2,500			Included
OPTIONAL COVERAGE					
Replacement Cost					
Equipment Breakdown		$2,500	See Form 54843		$2.00
Property Plus Coverage Package		None	See 55198 (12-10)		$7.00
Tier: Standard					
ORDINANCE OR LAW					
Coverage A-Undamaged Portion		$2,500	Incl in Bldg Limit		Included
Coverage B-Demolition		$2,500	$60,000		Included
Coverage C-Increased Cost		$2,500	$60,000		Included

Auto-Owners Ins. Co. Issued 03-10-2026

AGENCY BAER INSURANCE SERVICES INC
23-0037-00 MKT TERR 029

Company Bill **POLICY NUMBER 224623-61852050-26**
61-46-WI-2205

INSURED WINDFLOWER VILLAGE CONDOMINIUM ASSO

Term 05-15-2026 to 05-15-2027

Forms that apply to this building:

59350 (01-15)	54833 (07-08)	64023 (08-15)	IL0003 (07-02)	IL0283 (11-18)
64326 (07-19)	59325 (12-19)	64393 (08-22)	IL0017 (11-85)	CP0090 (07-88)
64000 (12-10)	64010 (12-10)	54843 (07-19)	64020 (12-10)	64004 (12-10)
64352 (12-20)	59390 (11-20)			

COMMERCIAL PROPERTY COVERAGE - LOCATION 0001 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 54833, 59390	$1.00
LOCATION 0001	**$97.00**

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
General Aggregate	$2,000,000
(Other Than Products-Completed Operations)	
Products-Completed Operations Aggregate	$2,000,000
Personal And Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Hired Auto & Non-Owned Auto	$1,000,000 Each Occurrence
COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT	
Damage to Premises Rented to You	$300,000 Any One Premises
(Fire, Lightning, Explosion, Smoke or Water Damage)	
Medical Payments	$10,000 Any One Person
Hired Auto & Non-Owned Auto	$1,000,000 Each Occurrence
Expanded Coverage Details See Form:	
Extended Watercraft	
Personal Injury Extension	
Broadened Supplementary Payments	
Broadened Knowledge Of Occurrence	
Additional Products-Completed Operations Aggregate	
Blanket Additional Insured - Lessor of Leased Equipment	
Blanket Additional Insured - Managers or Lessors of Premises	
Newly Formed or Acquired Organizations Extension	
Blanket Waiver of Subrogation	

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

AUDIT TYPE: Non-Audited

Auto-Owners Ins. Co. Issued 03-10-2026

AGENCY BAER INSURANCE SERVICES INC Company **POLICY NUMBER 224623-61852050-26**
23-0037-00 MKT TERR 029 Bill 61-46-WI-2205

INSURED WINDFLOWER VILLAGE CONDOMINIUM ASSO Term 05-15-2026 to 05-15-2027

Forms that apply to this coverage:

59350 (01-15)	55405 (07-08)	55146 (06-04)	CG2106 (05-14)	CG2109 (06-15)
55433 (05-17)	55432 (05-17)	CG2004 (11-85)	CG2167 (12-04)	IL0021 (07-02)
59325 (12-19)	CG0001 (04-13)	55712 (08-15)	IL0017 (11-85)	55513 (05-17)
55029 (05-17)	CG2196 (03-05)	IL0283 (11-18)	CG2132 (05-09)	CG2147 (12-07)
55885 (05-17)	CG4032 (05-23)	59390 (11-20)		

LOCATION 0001 - BUILDING 0001

Location: 201 Lillehammer Lane, Mt Horeb, WI 53572-4016

Territory: 007 **County:** Dane

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Commercial General Liability Plus Endorsement Included At 7.5% Of The Premises Operation Premium	00501	Prem/Op	Prem/Op Prem Included	Included	Included
Hired Auto & Non-Owned Liability	04001	Auto	Flat Charge		$74.00
Condominiums - Residential - (Association Risk Only)	62003		Units	Each 1	
		Prem/Op	54	32.477	$1,754.00
		Prod/Comp Op	54	1.627	$88.00

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0001 SUMMARY	PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 55405, 59390	$19.00
LOCATION 0001	**$1,935.00**

55041 (02-88)

COMMERCIAL CRIME COVERAGE

THIS DECLARATIONS PAGE SHOWS THE COVERAGE FORM(S) AND SECTION(S) WHICH APPLY AND FOR WHICH YOU HAVE PAID A PREMIUM.

Plan: 01 Combination Crime-Separate Limits Option

Location: All Premises

COVERAGE	BY PERSON/ POSITION	SECTION	LIMIT	DEDUCTIBLE	PREMIUM
A-Blanket Employee Dishonesty			$35,000	$1,000	$178.00

Cancellation of prior insurance: By acceptance of this fidelity bond you give us notice cancelling prior fidelity bond with the cancellation to be effective at the time this policy becomes effective.

Forms that apply to all premises:

IL0017 (11-85)	25050 (08-15)	IL0283 (11-18)	IL0003 (07-02)	59325 (12-19)
CR0001 (10-90)	CR1000 (06-95)	CC175 (01-86)	25053 (07-16)	CR1024 (10-90)

COMMERCIAL CRIME COVERAGE - ALL PREMISES PREMIUM SUMMARY	PREMIUM
ALL PREMISES PREMIUM	**$178.00**

NAMED INSURED SCHEDULE

WINDFLOWER VILLAGE CONDOMINIUM ASSO
ASSOCIATION INC
C/O ADAM KANE KANE PROPERTY MGMT

WINDFLOWER VILLAGE CONDOMINIUM ASSOCIATION INC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE DESIGNATED AGENTS AS EMPLOYEES COVERED FOR "EMPLOYEE DISHONESTY" ONLY

This endorsement applies to the CRIME GENERAL PROVISIONS FORM and all Crime Coverage Forms forming part of the Policy.

A. **SCHEDULE**

Capacity of Agent	Limit of Insurance
PROPERTY MANAGER	35,000

B. **PROVISIONS**

1. "Employee" also includes each natural person, partnership or corporation you appoint in writing to act as your agent in the capacity shown in the SCHEDULE while acting on your behalf or while in possession of Covered Property. These natural persons, partnerships or corporations are not covered for faithful performance of duty, even in the event that this Policy may have been amended by endorsement to provide such coverage on "employees" as they are defined in the Crime General Provisions. The only covered cause of loss for the Agents scheduled above is "employee dishonesty" as defined in the EMPLOYEE DISHONESTY COVERAGE FORM.

   Each such agent and the partners, officers and employees of that agent are considered to be, collectively, one "employee" for the purposes of this insurance. However, the Cancellation As To Any Employee Additional Condition in the EMPLOYEE DISHONESTY COVERAGE FORM applies individually to each of them.

2. The most we will pay under this Policy for loss caused by an agent included as an "employee" by this endorsement is the Limit of Insurance shown in the SCHEDULE. That Limit of Insurance is part of, not in addition to, the Limit of Insurance shown in the Declarations as applicable to the EMPLOYEE DISHONESTY COVERAGE FORM.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES - ACTUAL CASH VALUE AND DEPRECIATION

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

Wherever it appears in this Coverage Part and any endorsement attached to this Coverage Part:

1. Actual cash value means the cost to repair or replace lost or damaged property with property of similar quality and features reduced by the amount of depreciation applicable to the lost or damaged property immediately prior to the loss.

2. Depreciation means a decrease in value because of age, wear, obsolescence or market value and includes:

   a. The cost of materials, labor and services;

   b. Any applicable taxes; and

   c. Profit and overhead

   necessary to repair, rebuild or replace lost or damaged property.

The meanings of actual cash value and depreciation in this endorsement supersedes any provision in this Coverage Part and any endorsement attached to this Coverage Part to the contrary.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. Applicability Of This Endorsement

1. The provisions of this endorsement will apply if and when one of the following situations occurs:

a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or

b. The Program is renewed, extended or otherwise continued in effect:

(1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and

(2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.

2. When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism".

3. If this endorsement does NOT become applicable, then any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism", will remain in effect. However, if the Program is renewed, extended or otherwise continued in effect with revisions that change the level or terms or conditions of coverage, and we are required to offer you the revised coverage or to provide revised coverage to those who previously accepted coverage under the Program, then we will take the appropriate steps in response to the federal requirements.

B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:

a. Use or threat of force or violence; or

b. Commission or threat of a dangerous act; or

   c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

2. When one or both of the following applies:

   a. The effect is to intimidate or coerce a government or the civilian population or any segments thereof, or to disrupt any segment of the economy; or

   b. It appears that the intent is to intimidate or coerce a government or the civilian population, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:

Exclusion Of "Terrorism"
We will not pay for "bodily injury", "property damage", "personal injury" or "advertising injury" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". All "bodily injury", "property damage", "personal injury" or "advertising injury" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material;

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, regardless of whether this endorsement was in effect during the entirety of that time period or not.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

2. Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".

b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph **2. Exclusions** of **Section I - Coverage B - Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".

b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

C. The following definition is added to the **Definitions** Section:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:

a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;

b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;

c. Perfluoropolyethers (PFPE);

d. Fluorotelomer-based substances; or

e. Side-chain fluorinated polymers; or

2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph **C.1.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

A. Applicability Of This Endorsement

1. The provisions of this endorsement will apply if and when one of the following situations occurs:

a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act), terminates; or

b. The Program is renewed, extended or otherwise continued in effect:

(1) With revisions that increase insurers' statutory percentage deductible or decrease the federal government's statutory percentage share in potential terrorism losses above such deductible, or that results in a change in the level or terms or conditions of coverage; and

(2) We are not required by the Program to make terrorism coverage available to you and elect not to do so.

2. When this endorsement becomes applicable in accordance with the terms of A.1.a. or A.1.b., above, it supersedes any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism".

3. If this endorsement does NOT become applicable, then any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism", will remain in effect. However, if the Program is renewed, extended or otherwise continued in effect with revisions that change the level or terms or conditions of coverage, and we are required to offer you the revised coverage or to provide the revised coverage to those who previously accepted coverage under the Program, then we will take the appropriate steps in response to the federal requirements.

B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:

a. Use or threat of force or violence; or

b. Commission or threat of a dangerous act; or

c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

2. When one or both of the following applies:

   a. The effect is to intimidate or coerce a government or the civilian population or any segments thereof, or to disrupt any segment of the economy; or

   b. It appears that the intent is to intimidate or coerce a government or the civilian population, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. The following exclusion is added:

Exclusion Of "Terrorism"

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination;

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material;

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, regardless of whether this endorsement was in effect during the entirety of that time period or not.

D. Exception To Exclusion Of "Terrorism" For Certain Fire Losses

If "terrorism" results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage caused by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms or to the Legal Liability Coverage Form.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM AND IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

It is agreed:

1. With respect to any one or more certified acts of terrorism, we will not pay any amounts for which we are not responsible because of the application of any provision which results in a cap on our liability for payments for terrorism losses in accordance with the terms of the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).

2. Certified act of terrorism means any act certified by the Secretary of the Treasury, in consultation with:

- **a.** the Secretary of Homeland Security; and
- **b.** the Attorney General of the United States

to be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002 (including ensuing Congressional actions pursuant to the Act).

3. Under the federal Terrorism Risk Act of 2002 (including ensuing Congressional actions pursuant to the Act) a terrorist act may be certified:

- **a.** if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed $5 million; and
- **b.** **(1)** if the act of terrorism is:
  - **a)** a violent act; or
  - **b)** an act that is dangerous to human life, property or infrastructure; and
- **(2)** if the act is committed:
  - **a)** by an individual or individuals as part of an effort to coerce the civilian population of the United States; or
  - **b)** to influence the policy or affect the conduct of the United States government by coercion.

All other policy terms and conditions apply.

IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act (including ensuing Congressional actions pursuant to the Act) defines an act of terrorism, to mean any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States to be (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) to have resulted in damage within the United States or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

Subject to the policy terms and conditions, this policy provides insurance coverage for acts of terrorism as defined in the Act.

Any coverage for certain commercial lines of property and casualty insurance provided by your policy for losses caused by certified acts of terrorism are partially paid by the federal government under a formula established by federal law. Under this formula, the government will reimburse us for 85% of such covered losses that exceed the statutory deductible paid by us. However, beginning January 1, 2016 the share will decrease 1% per calendar year until it equals 80%. **You should also know that in the event aggregate insured losses exceed $100 billion during any year the Act is in effect, then the federal government and participating United States insurers that have met their insurer deductible shall not be liable for the payment of any portion of that amount of the loss that exceeds $100 billion. In the event that aggregate insured losses exceed $100 billion annually, no additional claims will be paid by the federal government or insurers.** This formula is currently effective through December 31, 2020 unless extended.

The premium charge, if any, for this coverage is shown separately on the attached Declarations page. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.

Please contact us if you would like to reject coverage for certified acts of terrorism.