

## **Hatchery Hill II Condominiums Executive Summary**

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

**CONDOMINIUM NAME:** Hatchery Hill Condominium II

### **HOW IS THE CONDOMINIUM ASSOCIATION MANAGED?**

1. What is the name of the Condominium Association? Hatchery Hill Condominium II
2. What is the Association's mailing address? c/o Condo Management Associates, LLC, PO Box 44660, Madison, Wisconsin 53744-4660
3. How is the Association Managed? The Association's policies are determined by its members (Unit Owners) and an elected board of directors. The day-to-day operations are handled by a retained. Manager. For specific information see: Declaration VIII and Bylaws Section I.
4. Whom should I contact for more information about the condominium and the association? Condo Management Associates, LLC Matthew Byrne, Property Manager
5. What is the address, telephone number, and fax for the association management company or the contact person? **Condo Management Associates, LLC, 5490 Seminole Centre Ct, Suite 230, Fitchburg, Wisconsin, 53711. 608-661-0084 (office phone); 608-310-8009 (fax); Matthew Byrne, Property Manager, [maintenance@yourcondomanager.com](mailto:maintenance@yourcondomanager.com); website: [www.yourcondomanager.com](http://www.yourcondomanager.com)**
6. For specific information about the management of the association, see: BYLAWS of Hatchery Hill Condominium II.

### **WHAT ARE THE PARKING ARRANGEMENTS AT THIS CONDOMINIUM?**

1. Each unit is assigned two (2) underground parking spaces. There is no separate charge for parking.
2. What parking is available for visitors? On street parking
3. For specific information on parking see: Condominium Rules: Section 5 Parking Stalls and Storage Bins

### **MAY I HAVE PETS AT THIS CONDOMINIUM?**

1. Pets are allowed, subject to rules and limitations.
2. What kind of pets are allowed? Up to two dogs and cats may reside in each unit. Dogs that weigh more than 25 pounds shall not be allowed. Pets shall not be bred or used therein for any commercial purpose.
3. What are some of the major restrictions and limitations on pets? Pets shall not be permitted to cause a nuisance or an unreasonable disturbance. Dogs and cats shall be kept on a handheld leash at all times when not in the units. The owner of a pet shall immediately remove and dispose of any solid wastes caused by such animal.
4. For specific information on pets, see: Condominium Rules: Section 6 Pets

## **5. MAY I RENT MY CONDOMINIUM UNIT?**

The rental of units at the Condominium is allowed subject to certain rules and limitations in the Declaration as well as Chapter 703.315 of the Wisconsin Statutes.

What are the major limitations and restrictions on unit rentals? Unit may be rented for an initial period of not less than six (6) months. No hotel or transient uses are allowed.

1. For specific information about renting units at this condominium, see: Declaration VI.

## **DOES THIS CONDOMINIUM HAVE ANY SPECIAL AMENITIES AND FEATURES?**

1. The Condominium Association allocates operating funds to pay for the Association members' usage of a exercise facilities, and pool.
2. These common elements do not involve separate membership or financial support by the unit owners. But they are subject to certain rules and regulations.
3. For specific information about special amenities, see: Condo Management Associates, LLC

## **WHAT ARE MY MAINTENANCE AND REPAIR RESPONSIBILITIES FOR MY UNIT?**

1. The Unit Owner is responsible for the repair and maintenance of the owner's Unit. The definition of a Unit is found in Article III of the Declaration.
2. For specific information about unit maintenance and repairs, see: Declaration Article IX and Condominium Rules: Checklist of Maintenance Responsibility.

## **WHO IS RESPONSIBLE FOR MAINTAINING, REPAIRING, AND REPLACING THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS?**

1. Common element maintenance, repair and replacement is performed as follows: Generally, the association is responsible for the repair, maintenance, and replacement of the Common Elements of the Condominium. The definition of Common Elements is found in the Declaration Article IV. The definition of Limited Common Elements is found in the Declaration Article V. Unit owners are to call the management office to report and/or request maintenance repairs or replacements of common/limited common elements. Repairs and maintenance is performed in accordance with standards set by the Board of Directors and the current fiscal year budgets. A unit owner is responsible for any damage caused by any owner/resident, or guest of the unit owner.
2. How are repairs and replacement of the common elements funded? They are funded by unit owner assessments, and reserve funds. For specific information, see: Declaration Article XIV and Bylaws Section V. The Association maintains a reserve fund for Capital Expenses that are not part of ordinary maintenance which is funded by the annual operating budget. Reserves maintained by the Association may not be sufficient for all repairs and replacement costs and special assessments may be required to complete them.
3. Limited common element maintenance, repairs, and replacement is performed as follows: The definition of Limited Common Elements is found in the Declaration Article V. Unit owners call the management office to report and/or request maintenance, repairs, or replacement of limited common elements. Repairs and maintenance is performed in accordance with standards set by the Board of Directors and the current fiscal year budgets. A unit owner is responsible for any damage caused by any owner/resident, or guest of the unit owner.
4. How are repairs and replacement of the limited common elements funded?

They are funded by unit owner assessments and reserve funds. For specific information, *see*: Declaration Article XIV and Bylaws Section V.

5. For specific information about common and limited common maintenance, repairs, and replacement, see: Declaration Articles: VIII, IX, XIV. Bylaws Section V. Condominium Rules - Checklist of Maintenance Responsibility.

**DOES THE CONDOMINIUM ASSOCIATION MAINTAIN RESERVE FUNDS FOR THE REPAIR AND REPLACEMENT OF THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS? IS THERE A STATUTORY RESERVE ACCOUNT?**

1. The Association does maintain a reserve fund for the repair and replacement of the common and limited common elements. The Association does have a Statutory Reserve account.
2. For specific information about this condominium's reserve funds for repairs and replacement, see: Declaration Articles XIV, the Association's current operating and reserve budget, and the recorded Statutory Reserve Account Statement.

**HOW ARE THE CONDOMINIUM FEES PAID FOR ON THE DEVELOPER'S NEW UNITS THAT HAVE NOT YET BEEN SOLD TO PURCHASER?**

- 1, New Units were subject to assessment upon issuance of an occupancy permit. All units have been issued occupancy permits. For specific information, see: Declaration Article XIV.

**HAS THE DECLARANT (DEVELOPER) RESERVED THE RIGHT TO EXPAND THIS CONDOMINIUM IN THE FUTURE?**

1. No, the Condominium is fully expanded.

**MAY I ALTER MY UNIT OR ENCLOSE ANY LIMITED COMMON ELEMENTS?**

1. The Unit Owner generally has full control over any decoration, remodeling, or alteration made within the owner's Unit. However, no structural alterations may be made without the express written permission of the association. Exterior screen porches can be converted to a three-season room with the installation of windows, however prior written approval of the Board of Directors is needed.
2. The exterior of a unit may not be altered in any manner without the express written permission of the Board of Directors.
3. For specific information, see: Declaration Articles IX and X. Rules Additional Terms and Architectural Control.

**CAN ANY OF THE CONDOMINIUM MATERIALS BE AMENDED IN A WAY THAT MIGHT AFFECT MY RIGHTS AND RESPONSIBILITIES?**

1. Amendment of the Declaration requires consent of two thirds of the Unit Owners with approval of the mortgagors of the Unit. Amendment of the Bylaws requires consent of two thirds of the association members taken at a meeting called for that purpose.
2. A Unit Owner's rights and responsibilities may be altered by an amendment to the Declaration or Bylaws.
3. For additional information, see: Declaration Article XIV, XVII and Bylaws Section IX.

**FOR SPECIFIC INFORMATION ON OTHER RESTRICTIONS OR FEATURES SEE:**

The Condominium Rules referred to in this Executive Summary that are currently in effect and that were adopted in March of 2018 by the Board of Directors of Hatchery Hill Condominium II.

**Smoking:** On July 29, 2015, the Unit Owners of Hatchery Hill Condominium II voted to prohibit smoking in individual units (as well as all common elements and limited common elements) for all purchases made July 30, 2015 and beyond. Please contact the management company with any questions on this issue.

There is a “Due on Sale Fee” to be paid at the closing by the buyer equivalent to one month’s HOA dues (currently \$415), a transfer fee in connection with the transfer of ownership of a unit. This will be deposited into the reserve account. See Rules & Regulations, Section 8 Letter D, page 5.

Sale of Unit, Materials Fee: The Association charges a fee of \$60, made payable to the Manager, for providing the disclosure materials required by Section 703.33 of the Wisconsin Statutes. The Association may charge an additional fee for any material requested that is in addition to what is required under Section 703.33.

The Association does not charge a fee for providing a payoff statement under Section 703.335 of the Wisconsin Statutes.

The Association has no right of first purchase in accordance of Declaration 21.06 No Right of First Refusal. The right of a Unit Owner to sell, transfer, or otherwise convey his/her Unit shall not be subject to any right of first refusal or restriction for benefit of Declarant or the Association.

*This Executive Summary was updated by Emilie Byrne on May 21, 2023.*