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STATE OF WISCONSIN
FILED
DEC 19 1994
DOUGLAS LA FOLLETTE
SECRETARY OF STATE

ARTICLES OF INCORPORATION

OF

AUDUBON TRAILS CONDOMINIUM ASSOCIATION, INC.

(A Non-Stock, Non-Profit Corporation)

The undersigned, being a natural person over the age of twenty-one (21) years and acting as incorporator of a non-stock, non-profit corporation under the provisions of the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, does hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I

NAME

The name of the corporation shall be Audubon Trails Condominium Association, Inc.

ARTICLE II

PERIOD OF EXISTENCE

The period of existence of the corporation shall be perpetual.

ARTICLE III

PURPOSES

The purposes for which this corporation is organized are as follows:

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership (such real estate and improvements hereinafter referred to as "condominium property"), as provided in the Unit Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for Audubon Trails Condominium, as recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin, (hereinafter referred to as "Declaration");

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(b) To serve as a means through which the unit owners may collectively and efficiently administer, manage, operate and control the condominium property in accordance with the Unit Ownership Act and the Declaration; and

(c) To engage in lawful activity included in and permitted under the Unit Ownership Act and the Declaration within the purposes for which a non-stock, non-profit corporation may be organized under the Wisconsin Non-Stock Corporation Law.

ARTICLE IV

POWERS

The corporation shall have all the powers enumerated in the Wisconsin Non-Stock Corporation Law, to the extent, not inconsistent with the Unit Ownership Act, or the Declaration, or the Bylaws, including without limitation, the following:

(a) To exercise exclusive management and control of the common areas and facilities and limited common areas described and set forth in the Declaration;

(b) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the corporation as set forth in the Declaration;

(c) To maintain, repair, replace, reconstruct, operate and protect the common areas and facilities and limited common areas set forth in the Declaration;

(d) To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the corporation and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common areas and facilities and limited common areas as described and set forth in the Declaration;

(e) To enter into contracts on behalf of the unit owners and act as agent of the unit owners, with regard to among other things, common services as required for each unit, utilities, and such other matters as may be determined by the members of the Association;

(f) To purchase insurance on the condominium property and insurance for the benefit of the corporation and its members as set forth in the Declaration;

(g) To make and amend Bylaws and reasonable regulations governing, among other things, the use and operation of the condominium property in the manner provided by the Declaration;

(h) To enforce by legal means the provisions of the Unit Ownership Act, the Declaration, the Bylaws and any rules and regulations governing the use and operation of the condominium property;

(i) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the corporation; and

(j) To do all things necessary or convenient to effectuate the purposes of this corporation and the Declaration.

ARTICLE V

MEMBERS

The corporation shall initially have two classes of voting membership. The designation of such classes, and the respective rights and qualifications of the two classes of membership, shall be as set forth in the Bylaws of the corporation.

ARTICLE VI

PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the initial principal office shall be 1256 Towhee Trail, Port Washington, Wisconsin 53074. The name of its initial registered agent at that address is Michael W. Speas.

ARTICLE VII

DIRECTORS

The number of the directors of the corporation shall be fixed in the Bylaws, but in no event shall be less than three (3). The manner in which directors shall be elected, appointed or removed shall be provided by the Bylaws.

The number of directors constituting the initial Board of Directors shall be three (3), and the names and addresses of the initial directors are:

Michael W. Speas
1256 Towhee Trail
Port Washington, Wisconsin 53074

Steven M. Speas
1256 Towhee Trail
Port Washington, Wisconsin 53074

Laurel A. Speas
1256 Towhee Trail
Port Washington, Wisconsin 53074

ARTICLE VIII

INCORPORATOR

The name and address of the incorporator of this corporation is:

Attorney Stephen A. Hartman
Trapp & Hartman, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005

ARTICLE IX

STOCK, DIVIDENDS, DISSOLUTION

The corporation shall not have or issue shares of stock. No dividend shall ever be paid to members of the Association, and no part of the assets or surplus of the corporation shall be distributed to its members, directors, or officers, except upon dissolution of the corporation. The corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered, except as limited in the Bylaws, and may confer benefits upon its members in conformity with its purposes.

In the event of dissolution of the corporation, all of its assets, after payment of its liabilities, shall be distributed to the members of the corporation in accordance with their undivided percentage interest in the common areas of the condominium.

ARTICLE X

AMENDMENT

These Articles may be amended in the manner provided by law at the time of amendment.

ARTICLE XI

RECORDING

These Articles shall be recorded in the Register of Deeds office for Ozaukee County.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 2nd day of November, 1994.

STEPHEN A. HARTMAN

STATE OF WISCONSIN)
ss
WAUKESHA COUNTY)

On this 2nd day of November, 1994, personally appeared before me the above-named Stephen A. Hartman, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

SUSAN M. BARTOS
Notary Public, State of Wisconsin
My Commission: August 23, 1998

This instrument was drafted by:

Attorney Stephen A. Hartman
Trapp & Hartman, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005

RETURN TO:

Trapp & Hartman, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005

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AUDUBON TRAILS CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION E

MANAGEMENT CONTRACT

JUL 0 5 2024

MANAGEMENT AGREEMENT

On July 1, 2024 Audubon Trails Condominium Association, Inc. (the "Association"), located at 1902-1996 Parknoll Lane, Port Washington, Wisconsin, 53074 United States and Hunt Management Incorporated, ("**Agent**"), located at 10520 N. Baehr Road, Suite Q, Mequon WI 53092 United States, hereby enter into this Management Agreement (the "Agreement"), under which the Association hereby appoints Hunt Management Incorporated as its sole and exclusive managing agent. Agent shall perform the following services in the name of and on behalf of the Association, and the Association hereby gives Agent the authority and power required to perform these services.

1. **TERM.** This Agreement shall be effective as of September 01, 2024, and is for a 1 year term (the "**Initial Term**"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive twelve (12) month periods (the "**Renewal Term**"), unless either party gives written notice not more than ninety (90) days and not less than sixty (60) days prior to the expiration of the then current term of the Agreement of its intention not to renew the Agreement. The Management Fee, as defined below, shall increase on the first day of each successive Renewal Term by a minimum of 3.00%, or by such higher amount as approved by the Board of Directors. (*)

2. **COMPENSATION.** The compensation to which Agent shall be entitled shall consist of the following:

(a) **Recurring Routine Services.** For Recurring Routine Services, Agent shall be compensated according to the following schedule (the "**Management Fee**"), the current Management Fee being due and payable monthly in advance. Such compensation covers the overhead expenses of Agent, including salaries of Agent's employees (excluding the compensation for reimbursable On-Site Personnel specifically provided for in Section 9); local travel expenses to and from the Property, as defined in Section 4; fees for basic services (other than those identified in Exhibit A), which shall include financial management, as defined in Section 6; and general administration and day-to-day physical systems management. The Association shall also reimburse Agent for all other travel expenses incurred for conducting business on behalf of the Association at the then-current per-mile rate established by the IRS.

AGREEMENT PERIOD	MANAGEMENT FEE
September 01, 2024 – August 31, 2025	$1,500.00 per month
	(*) Increase locked at 3% per year for three years
Onboarding Fee: $500	Board Meetings: Four (4) + Annual Meeting
Current Unit Count: 48	Inspections: $100 per hour

(b) **Periodic Routine Services.** Agent shall perform certain periodic, routine services, including but not limited to mailings, photocopying, sending of registered notices to owner members of the Association (the "**Owners**"), and other items according to the fees set forth in Exhibit A. Changes in fees for Periodic Routine Services will become effective January 1st of each year.

(c) **Non-Routine Services**. Agent shall maintain availability for services related to certain non-routine activities, which shall be performed with the prior or implied authorization of the Association's Board of Directors (the "**Board**"). Non-Routine Services may include, but are not limited to, the following: research, court appearances, depositions, subpoenas, discovery, consultation with attorneys related to the Association's role as plaintiff, defendant, co defendant or witness in any action (including court appearances, depositions, and witness testimony), preparation and development of special reports, collation and/or dissemination of records and compilation of information requested by the Board, the Association's attorney, or others, insurance claim administration, and administration and enforcement of rules or other obligations of the Association or its membership.

Charges for services performed under this Section shall be at (i) rates mutually agreed upon by Agent and the Association at the time work is authorized, or (ii) hourly rates stipulated in Exhibit A then in effect. Fees for Non-Routine Services shall be recorded by Agent in an itemized form and billed on a monthly basis. Invoices shall be due and payable within ten (10) days of billing. The Association must identify any billing errors or request any adjustment to any paid bill for Non-Routine Services within thirty (30) days of receipt; otherwise, all bills shall be deemed correct and any rights to adjustments waived. Outstanding obligations to Agent fifteen (15) or more days beyond the due date will incur a monthly charge of 1.50% of the total outstanding amount due Agent, to be calculated on the first day of each month.

3. **ADMINISTRATION OF SERVICES.** Agent will provide the Association with the services described in this Agreement in a competent manner consistent with the terms of this Agreement and standard professional practices in the property management industry. Agent will use its best efforts to systematically respond to the requirements necessary to administer the Association and meet the obligations contained herein. Agent will establish its own internal methods and processes, and the Association agrees that it will not unreasonably interfere with Agent's discharge of its duties. When regarded as necessary in its professional opinion, Agent is authorized to consult with the Association's legal counsel concerning the operation of the Association. Agent does not have the authority to provide and shall not be responsible for providing legal advice to the Association regarding the interpretation or application of law.

Agent shall administer the Association's affairs in accordance with the provisions of policies adopted by the Board and this Agreement, except any changes by the Board that may have a material effect on the workload of Agent or its schedule shall have the concurrence of Agent's President in writing. The Association acknowledges that, at its sole discretion, Agent may enhance its business practice by changing its business procedures from time to time. Such changes, however, will not materially change the service or level of service provided within the scope of this Agreement and shall not result in additional charges to the Association unless approved by the Board or unless such charges are the direct result of measures required to maintain the security of the Association's funds or data, in which case Agent shall immediately advise the Board.

Agent may utilize an online portal to ensure that third-party vendors engaged on behalf of the Association comply with Agent's minimum standards of professionalism ("**Associa Vendor Access**"). Associa Vendor Access enables third-party vendors to self-manage their business information, including but not limited to W-9's and insurance certificates. Associa Vendor Access allows the Association to have access to a searchable vendor database and improved payment processing efficiency by allowing for direct upload of invoices into Agent's payment system, with the ability to monitor the payment status of all invoices. The Association acknowledges and agrees that all third-party vendors engaged to perform services or provide goods to the Association shall enroll through Associa Vendor Access.

4. **CONTRACT DOCUMENTS.** Upon commencement of this Agreement, the Association shall provide Agent with:

(a) Specifications for the general and limited common elements (in the case of a condominium association) or common areas (in the case of a homeowners association) and its improvements (the "**Property**");

(b) Copies of all guarantees and warranties in effect;

(c) Copies of the recorded Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions and the Bylaws of the Association, as amended (collectively, the "**Founding Documents**");

(d) Copies of resolutions, policy statements, and rules and regulations in effect that have been adopted by the Board on behalf of the Association, including all properly executed modifications, amendments, changes, or supplements thereto issued subsequent to the execution of the Agreement (collectively, with the Founding Documents, the "**Governing Documents**"); and

(e) Copies of opening balances, Owner records, books of resolutions, financial reports, and Association state and federal tax returns.

The information and records provided to Agent by any source designated by the Board during the transition to Agent are deemed to be accurate and correct.

5. **LIAISON WITH THE BOARD.** The Board shall appoint a designated Director of the Board to communicate with Agent on any matter relating to the Association (the "**Liaison**"). If no Director is specifically named, the Board President shall serve as the Liaison. Notwithstanding the appointment of one or more Liaisons, Agent shall communicate with the Directors, Officers, and Committee Chairmen of the Association in the exercise of their mutual and respective responsibilities.

6. **FINANCIAL MANAGEMENT.** Agent shall assist and/or advise the Board in all matters relating to Association income of any source and expenditures of any nature, including but not limited to the following duties:

(a) **Collections.** Agent shall use its best efforts to collect all general and special assessments as they become due and payable from all Owners as identified on the rolls initially provided Agent by the Association, and as such are changed from time to time by written notification to Agent of changes in individual ownership, and monies due from sources which are obligated to or for the benefit of the Association. Agent is not liable for ownership changes or charges to units or homes for which Agent has not been notified. The Board authorizes Agent to request, demand, collect, receive, and issue a receipt for charges, assessments, or rents due the Association which may at any time become due by way of legal process or otherwise as may be required for the collection of delinquent assessments from the Owners, except that any refunds that may be due the Association from the IRS shall be monitored and collected by the Association's independent auditor/accountant, and all communications with the IRS will be through the Association's independent auditor/accountant. All expenses related to the collection of delinquent accounts shall be an expense of the Association.

(b) **Deposits.** The Association agrees that for uniform processing and cost efficiencies, Agent will determine the receiving post office, lockbox, and financial institution(s) into which the Association's operating funds are deposited and maintained. All of the Association's account(s) will be established and maintained in a manner to indicate Agent's custodial nature thereof. The financial institution or institutions selected by Agent shall be insured by the federal government; the account or accounts shall be in the Association's name and federal tax identification number; and the Association's funds shall not be commingled with funds of any other party. Association agrees that such financial institutions may include Partner Institutions (as defined in Section 19) and acknowledges the disclosures in Section 19 regarding Agent's relationships with such Partner Institutions. Except as otherwise directed by the Association in accordance with paragraph (e) of this Section 6, Agent will maintain Association reserves and savings in deposits or certificates of deposit with such financial institution(s) as the Board may designate, which financial institution(s) may include Partner Institutions

(c) **Disbursements.** Agent shall cause disbursements to be made regularly and punctually. Agent shall establish and monitor its internal procedures with regard to purchase order processes, data input, schedules, and generation and disbursement of payable checks. The Association agrees that Agent may pay the Association's obligations via electronic payment methods including ePay. The Association agrees to conform to the schedules established by Agent to ensure timely payment of the Association's

obligations and effect an audit trail. Agent is authorized to effect automatic payments, which will require no further action by the Board, for disbursements consisting of: (i) any taxes payable; (ii) insurance premiums; (iii) Agent's monthly compensation for services and expenses; (iv) reimbursable payroll and benefits; (v) utilities; (vi) emergencies constituting a threat to health or safety; and (vii) other expenses that, left unpaid, could adversely impact Agent's reputation or creditworthiness.

(d) **Financial Reports.** Agent shall maintain a record of all income and expenses, assets, and liabilities with a monthly financial statement consisting of a balance sheet, profit and loss statement, and general ledger reflecting actual versus budgeted activity on a cumulative basis from the commencement of the fiscal year until the date of the report to the Board. Agent shall not be obligated to prepare a tax return but may do so at an additional expense if requested. Agent will reconcile the Association's operating accounts on a monthly basis and will timely reconcile Association's investment accounts for which the financial institution does not issue monthly statements, upon Agent's receipt of such statements.

(e) **Investments.** If directed by the Association, Agent will purchase negotiable instruments, certificates of deposit, treasury bills, or such other investments as the Association may specify. The Association will designate the specific investments and amounts to be purchased and, in the case of investments that are securities, the brokerage and custodial institutions through which such investments are to be executed and maintained in the name of the Association. Any investment service fees will be at the expense of the Association. Agent is not an investment or financial advisor and makes no representation to this effect, and Agent does not purport to substitute for the services of such. All risks associated with the decision to buy such financial products shall be borne by the Association.

(f) **Annual Budget and Variances.** No less than thirty (30) days before the end of the fiscal year, Agent shall submit to the Board's Treasurer a baseline budget for the ensuing fiscal year. The current fiscal year operating budget adopted by the Board shall serve as the supporting document for the schedule of assessments of the Owners for the new fiscal year. The budget shall constitute the major control under which Agent shall operate, and there shall be no substantial deviations therefrom, excluding such expenses as utilities, taxes, fuel, license fees, insurance and other expenses not within the control of Agent, except as may be approved by the Board. Agent shall prepare a baseline budget and a final fiscal year operating budget at no additional charge. Agent shall not be responsible for variances between the budget and actual income or expenditures since the budget is an estimate to be used only as a guide and management tool. It is understood by Agent and the Association that the Association has final approval and is responsible for any omissions or revisions to its budget.

The annual budget adopted by the Board, as well as this Agreement, shall be the conclusive authorization for Agent to cause routine maintenance of the Property to be performed. Agent shall advise the Board in appropriate detail of all such maintenance in the next monthly management report and as reflected in the monthly financial statement.

7. **GENERAL ADMINISTRATION.** Agent shall establish internal procedures to systematically respond to service requests from the Board, Committees, and Owners, consistent with the obligations contained herein. Agent shall assist the Board in the following administrative matters:

(a) **Files and Rosters.** Agent shall maintain records and files of information relative to the administration of the Association and will update the files as circumstances warrant, excluding routine e-mail. Electronic communications such as e-mail or voicemail will not be considered official records of the Association. Such files shall include a roster of known absentee Owners and other data necessary to properly administer the Association's affairs, to the extent that such data has been provided to Agent by the Association, closing attorneys, mortgagees, and others at the point of transfer. Should individual Owners or others not willingly cooperate with the Association or Agent in providing information necessary to maintain up-to-date records, any research cost, including internet searches, to accomplish same shall be an additional Association expense. All office records, books, and accounts maintained either at the Association's offices or in Agent's offices shall be made available for inspection, pursuant to any state regulations, by any and all Owners or their authorized representatives or contract purchasers upon reasonable notice, during regular business hours.

(b) **Meeting Administration and Attendance.** Agent shall supervise the organization of all general membership meetings and, in particular, the Annual Meeting of the Association. Agent shall not record the minutes of any meeting. Agent shall attend up to four (4) Board meetings and all membership meetings annually. Unless otherwise agreed in advance, evening meetings will be conducted Monday through Thursday. Any meeting which exceeds two (2) hours in duration is subject to extra charges in accordance with the rates in Exhibit A.

(c) **Expenditure Commitment Limits.** Except as otherwise provided in this Agreement, the expenses incurred by Agent for benefit of the Association shall not exceed the sum of $1,500 for any one item of repair or replacement, unless specifically authorized by the Board or its Liaison or provided for in the approved budget of the Association, provided that emergency repairs that involve manifest danger to life or property, are immediately necessary for the preservation and safety of the Property or Owners and their guests, or are required to avoid the suspension of any necessary services to the Association, may be made by Agent irrespective of the cost limitation imposed by this Section.

(d) **Insurance Administration.** Agent shall assist the Board and its qualified insurance broker, which Agent may designate at its discretion on behalf of the Association, in meeting the Board's obligation to acquire and maintain all forms of insurance required by the Governing Documents and as dictated by prudent business practice. The Association agrees that its qualified insurance broker is responsible for ensuring the placement of the full scope of insurance necessary for the Association's protection and as required by the Association's Governing Documents.

Agent shall diligently process all claims for which the Association is responsible. Should Agent perform the tasks of a general contractor, including, but not limited to, acting as the supervisor for construction or reconstruction activities for the Association, or should Agent act as administrator, investigator, supervisor, coordinator, processor, or follow-up for insurance losses or any other insurance claim matters on the Association's behalf, Agent shall be compensated at additional hourly rates for such services as outlined in Exhibit A or at a rate of twenty percent (20%) of the loss, whichever is greater. The compensation for this administration shall be included as part of the claim.

(e) **Required Filings and Reports by Agent.** Agent shall prepare for execution and filing by the Association:

(i) All forms, reports, and returns required by law in connection with unemployment insurance, disability benefits, Social Security, and other similar taxes now in effect or hereafter imposed, if any (but specifically excluding any income tax returns);

(ii) Resale certificates, as may be required by applicable law, following receipt of a written/electronic request together with the required fee plus postage and inspection for such;

(iii) Mortgage lender letters as may be required by mortgage firms, following receipt of a written/electronic request together with the required fee for such from the mortgage company or other responsible party; and

(iv) Other information, upon written/electronic request, associated with the sale, leasing, or financing of units/homes, as available and when requisite fees are paid.

(f) **Computer Programs.** If Agent provides the computer program C3 or similar software for which Agent holds a license(s), implemented on-site and connected to Agent's computer network, such program shall remain the exclusive property of Agent at all times, and the Association will not take actions or introduce software or other features which may be deemed by Agent to jeopardize any part of Agent's computer network. The Association will confer with Agent before instituting any changes to the Association's network. The Association will not make changes that may cause Agent's software to be inoperable on the site or violate the security of the system or data, or cause Agent to incur additional expense to protect Agent's network, or may interfere with Agent's software requirements necessary to meet the requirements contained in this Agreement. If Agent's employees are required to respond to software or hardware issues at the Association's site that are found to be unrelated to the reliable functioning of Agent's software, an hourly charge in accordance with Exhibit A will be incurred.

(g) **Information Processing.** Agent shall work directly with parties associated with resale processing, lender questionnaires, and other resale related services. Agent may charge such parties a fee for its work related thereto, and such fees will be the direct income of Agent. The Association shall have no right to such fees.

(h) **Administration of Rules.** Agent, in accordance with Board-adopted policies and Exhibit A, shall inform Owners and other residents who may be in violation of the Governing Documents and shall take such actions to attempt to cure such violations as are consistent with Board policy.

(i) **Emergency Services Program.** Agent shall establish and maintain a twenty-four (24) hour, seven (7) days a week, emergency system for communications with Owners. Emergencies include, but are not limited to, no heat, hot water or air-conditioning, electrical failure, suspected gas leaks, fire, broken water pipe or major leak, sewer back-up, property damage (i.e. storm damage, vandalism, etc.) or personal injury. Residents calling the emergency on-call service will be required to provide the Association's name, their name, and a telephone number at which they can be reached. After-hour responses to non-emergencies will be billed in accordance with Exhibit A.

8. PHYSICAL SYSTEMS MANAGEMENT. Agent shall assist the Board and/or the Association's employees and contractors in matters related to the maintenance of the Property.

Agent has no authority or responsibility for maintenance of or repairs to individual dwelling units. Such maintenance and repairs shall be the sole responsibility of the Owners. Each Owner may contract with Agent or Agent's affiliates on an individual basis for the provision of certain maintenance and other related services which will be paid for in accordance with the agreement between Agent and the Owner.

On behalf of the Association, Agent shall secure contracts for the maintenance and physical plant operation of the Property, typically through a competitive bidding process, for Board approval. Agent shall oversee these contracts to ensure the cleanliness and working conditions of all common building areas and equipment, including, as applicable, central systems, light fixtures, fire extinguishers, entry doors, common facilities and areas, etc. Agent shall make periodic inspections of all ground areas and landscaping improvements to determine whether such are receiving adequate care and maintenance. In accordance with the Association's annual budget, Agent may take reasonable steps on the Association's behalf to cure any routine deficiencies noted. Deficiencies of a serious nature will be brought to the attention of the Board.

Notwithstanding anything to the contrary contained herein or elsewhere in this Agreement, Agent shall not perform, nor be expected to perform, the services that normally would be performed by a construction manager and/or an engineer on construction projects undertaken, or to be undertaken, by the Association.

9. PERSONNEL. Agent and the Association agree that:

(a) **On-Site Personnel.** On the basis of annual operating budgets, job standards, wage rates, and/or a plan of operation previously approved by the Board or its Liaison, Agent may directly hire, pay, train, supervise, investigate, and discharge the on-site employees who are necessary to properly maintain and operate the Association (the "**On-Site Personnel**"). With respect to costs and liability, such On-Site Personnel, though employees of Agent, shall be the financial responsibility of the Association,

unless specifically provided otherwise herein. The Association shall reimburse Agent for all of Agent's On-Site Personnel assigned to the Association; such reimbursement shall include salaries, taxes, payroll, benefits, workers' compensation, and Agent's administration costs. Any non-exempt employee working in excess of forty (40) hours per week will be paid at time and one-half. The Association authorizes the regular funding of employee expenses by electronic means prior to issuance of payroll in accordance with Agent's payroll and benefits schedules. There shall be no replacement personnel required during routine periods of vacation or sick leave; and

(b) **Association Employees.** In situations where the Association has its own employees (the "**Association Employees**"), the Association grants Agent the authority to exercise discretion in hiring, paying, training, supervising, investigating, and discharging the Association Employees; Agent agrees that it will act within the Association's policies and guidelines when exercising this discretion on behalf of the Association. The Association shall bear any and all costs and liability with respect to the Association Employees, and all expenses associated with the Association Employees shall be paid from the funds of the Association under the Association's payroll tax identification number.

The Association recognizes that Agent is legally obligated to take reasonable measures to protect its employees from harassment. On rare occasions, those measures may include limiting communications with an Owner or member of the Board of Directors who has displayed abusive behavior, including verbal abuse, toward Agent's employee(s). The Association understands Agent's duty to address such harassment and acknowledges that Agent may limit its employees' communications, telephonic or otherwise, with any individual at Agent's sole discretion. If feasible in such a situation, the Association furthermore agrees to take reasonable measures to assist Agent in precluding recurrence of abusive or harassing behavior.

10. AGENT'S EMPLOYEES. Agent spends significant amounts of time and money to hire and train its employees, subcontractors, partners, officers, and co-owners (collectively, "**Partners**"), and those Partners of its affiliates, for the operation of this and other associations. The Association derives and benefits from Agent's experience in managing and its hiring and training procedures.

Therefore, if, during the Placement Fee Period, defined below, the Association, either directly or through another management company or similar third party, hires, retains, or contracts, in any capacity, with a past or present Partner who worked directly or indirectly with the Association during the term of this Agreement, then the Association agrees to pay a Placement Fee, which shall be equal to the greater of (i) one (1) year of the Management Fee or (ii) six (6) months of the Partner's compensation from Agent. Both parties agree that the Placement Fee is a reasonable sum due to the extensive training and tradecrafts that Agent provides, as well as expectation of the continued income and allotment of resource.

For purposes of this provision, the Placement Fee Period shall be defined as the Initial Term of this Agreement, any and all subsequent Renewal Terms, and eighteen (18) months immediately following the earlier of (i) the termination of this Agreement for any reason, or (ii) the termination of the Partner's relationship with Agent and its affiliates. In no event shall the Association be obligated to pay the Placement Fee if it hires retains, or contracts with a party who was not a Partner of Agent or its affiliates during the eighteen (18) month period immediately preceding the termination of this Agreement.

11. CONTRACT SUPPLIES AND SERVICES PROCUREMENT. In matters of a routine recurring nature, Agent shall develop and maintain procurement procedures, including the creation of specifications for bids and procurement activities. Such matters may include routine cleaning, painting, decorating, plastering, and other such normal maintenance and repair work as may be necessary, subject to any changes imposed by the Board. Specifications for major capital repairs and replacements, capital improvements, or other work requiring technical assistance by other professionals shall be developed at the Association's expense. The exercise of any obligations and authority under the provisions of this Section shall be in the name of the Association.

12. ANNUAL AUDIT. The Association will have an annual audit performed at its own cost annually. Agent shall cooperate fully with the independent certified public accountant in the conduct of the annual audit, including making all records, books, and accounts available for their inspection and review, and any expense due to Agent by Association for the aforesaid services shall be as set forth in Exhibit A. Audits will be conducted in Agent's principal office, and auditors will coordinate with Agent for scheduling purposes. The Association acknowledges that Agent cannot be responsible for any discrepancy of records that have been removed from Agent's office by the Association or its representatives prior to the conclusion of any audit.

13. INDEMNIFICATION. The Association, at its sole cost, agrees to indemnify, defend, and hold harmless Agent and its affiliates, and their respective shareholders, members, directors, managers, officers, employees, agents, attorneys, representatives, and assigns (individually and collectively, the "**Agent Indemnitee**") from and against any and all losses, damages, judgments, rulings or settlements, and all reasonable costs, expenses and attorneys' fees (collectively, "**Damages**"), incurred by any Agent Indemnitee related to or arising out of any and all claims or legal, administrative, or regulatory actions and proceedings and subpoenas asserted or brought against such Agent Indemnitee in connection with (a) the performance of the obligations or responsibilities of Agent under the terms of this Agreement, (b) any action taken by any Agent Indemnitee pursuant to the express or implied direction of the Association, or any act or omission taken by any Agent Indemnitee reasonably and in good faith for a purpose that was reasonably believed to be in the best interests of the Association, and (c) the operation, maintenance, physical condition, or ownership of the Property, or any alleged acts, omissions, or incidents occurring during or related to the management by Agent under this Agreement; provided, however, that the foregoing indemnification shall not extend, with respect to any Agent Indemnitee, to any Damages that are caused by such Agent Indemnitee's criminal acts, willful misconduct, gross negligence, or material breach of this Agreement by Agent. The Association's obligation to defend, indemnify, and hold harmless any Agent Indemnitee is subject to the condition that as to any particular event: (x) the Agent Indemnitee shall notify the Association in writing as soon as practicable after notice of any such claim is received, and (y) no Agent Indemnitee shall

take any steps which could prejudice the defense thereof or otherwise prevent the Association from fully conducting such defense. In the event a claim is made or an action or proceeding is brought against an Agent Indemnitee but not the Association, or legal ethical requirements would require separate counsel for an Agent Indemnitee to adequately protect its interests, the choice of such counsel shall be made by Agent, subject to the prior approval of the Association, which approval shall not be unreasonably withheld. The Association shall promptly pay the costs of such counsel. The provisions of this Section shall survive the termination of this Agreement.

14. INSURANCE. The Association will, at its sole cost and expense, maintain in full force and effect the following insurance coverages:

(a) Comprehensive general liability coverage with limits of no less than $1,000,000, and $2,000,000 in the aggregate;

(b) Umbrella or excess liability insurance with limits of no less than $5,000,000 per occurrence and in the aggregate;

(c) Directors and officers insurance with limits of no less than $1,000,000 per occurrence and in the aggregate;

(d) Fire and extended coverage for all Association Property; and

(e) Coverage for all claims related to the employment of employees, whether those of Agent or the Association.

The Association shall name Agent as an additional named insured on the Association's policies of comprehensive general liability, umbrella or excess liability, directors and officers, and employment-related insurance, and said insurance policies will cover Agent for any and all claims and losses indemnified by the Association pursuant to this Agreement. The Association shall provide Agent with insurance certificates identifying Agent as additional named insured showing the amount of coverage to be furnished to Agent.

The Association's general liability insurance coverage and umbrella or excess liability coverage shall be the primary insurance with respect to Agent and its officers, directors, and employees. Any insurance or self-insurance maintained by Agent shall be in excess of, and not contributing with, the Association's insurance.

If the Association fails to maintain insurance coverages as specified above, Agent, at its discretion and upon written notice to the Board, will be released from this Agreement, and the Association will pay Agent an early termination payment equal to three (3) months of the Management Fee.

15. TERMINATION. This Agreement may be terminated by:

(a) Written notice of an intent not to renew not more than ninety (90) days and not less than sixty (60) days prior to the expiration of the then current term of the Agreement;

(b) Mutual written consent of Agent and the Association;

(c) Delivery of written notice to the other party (the "**Defaulting Party**") in the event that the Defaulting Party has breached this Agreement, and the Defaulting Party's failure to cure or make diligent efforts to cure, within thirty (30) days after delivery to the Defaulting Party of such notice; or

(d) Written notice from Agent to the Association in the event that there are insufficient operating funds to continue the operation of the Association, and continuation of such deficiency for a period of ten (10) days after such notice.

Any termination of this Agreement for any reason shall be effective on the last day of the month. Except for termination pursuant to Section 15(b) or termination pursuant to Section 15(c) where Agent is the Defaulting Party, the Association shall be responsible for all Management Fees and fees for Periodic Routine Services and Non-Routine Services through the end of the Initial Term or Renewal Term. All such fees shall be paid no later than five (5) business days prior to the termination date. Agent, in its sole discretion, shall have the right to suspend services under the terms of this Agreement after thirty (30) days of non-payment by the Association until such time as payment is received in full by Agent.

16. TRANSITION. After receipt of a Notice of Termination, or sixty (60) days prior to the expiration of the Agreement should either party elect not to renew the Agreement, and except as otherwise mutually agreed by Agent and the Association, Agent shall:

(a) Begin the process of transition to the party identified and authorized by the Board;

(b) Be entitled to reimbursement of costs relating to turnover of records, such as expenses for file folders, boxes, labels, etc., necessary to transition the records in an orderly manner;

(c) Unless otherwise instructed in writing, pay all invoices for which the Association is responsible which have been received by Agent as of the date of the last routinely scheduled disbursement prior to the last day of the term of the Agreement, except for any invoices in dispute. Agent shall not be responsible in any manner for sums due others by the Association. With respect to any invoices or outstanding sums due Agent which are in dispute, a separate escrow account equal to the amount of such invoices or outstanding sums may be established by Agent from the Association's funds in order to secure payment. As to any other invoices in dispute by the Association, the Association agrees to retain ultimate responsibility to the provider of such services or goods represented by such invoice. Additionally, the Association shall bear the costs of any legal action between itself and the vendor, should such occur, and the Association shall hold harmless and defend Agent from any such obligations. Upon discharge of all obligations as herein cited, any remainder in the escrow account shall become the property of the Association; and

(d) Arrange, at the Association's expense, for the Association's accountant to conduct a transition audit immediately following the last day of the term of the Agreement. Agent agrees to assist the auditor at no additional expense to the Association, provided the audit is initiated within thirty (30) calendar days and concluded within sixty (60) calendar days of the term of the Agreement. Thereafter, Agent shall be entitled to compensation at the hourly rates stipulated in Exhibit A for such time

as the auditor requires of Agent. Audits will be conducted in Agent's principal office, and auditors will coordinate with Agent for scheduling purposes. Agent shall be provided with a full copy of the final audit provided to the Association.

(e) Submit to the Association copies of any outstanding invoices due and owed by the Association to Agent. Agent then is authorized to effect automatic withdrawal of an amount equivalent to one (1) month's Management Fee, which will require no further action by the Board, from the Association's financial account to be held in escrow for disbursement against any of the aforesaid outstanding invoices. Once all outstanding invoices due and owed by the Association to Agent are paid in full, any outstanding balance of funds held in escrow shall be returned to the Association.

17. DIGITAL PRODUCTS.

(a) Within a reasonable period after the execution of this Agreement, Agent will cause an interactive digital product (the "**Digital Product**") to be made available to the Association that will contain information specifically related to the Association. Access to most areas of the Digital Product will be password protected, for the free and exclusive use of the Association's residents who register for this service through the Digital Product. The Digital Product will be operated and maintained by Agent or its service providers and available by hyperlink from Agent's website. The Digital Product will provide various communication tools, which may include directories, calendars, surveys, and forums. All data submitted to the Digital Product by the Association residents and all content contributed by the Association shall be the property of the Association and are hereby licensed to Agent for use in operating and maintaining the Digital Product and related services. The Digital Product and all computer programs and code used in the operation of the Digital Product, as well as all intellectual property rights therein, shall be the sole and exclusive property of Agent. Revenue generated from the Digital Product through Association-solicited advertising will be the sole property of the Association. All other revenue shall be the sole property of Agent. Associa sponsored programs, including but not limited to Associa Advantage, and Associa Supports Kids, are not Association-solicited advertisements as contemplated by the revenue sharing language above.

(b) The Digital Product may contain links to other websites. Use of these websites is at the user's own risk. Agent is not responsible for and does not endorse the content, products, or services of any third party websites and does not make any representations regarding their quality, content, or accuracy. Agent is not liable for the materials, information, and opinions provided on, or available through, the Digital Product (the "**Site Content**"). Reliance on the Site Content is solely at the user's own risk. Agent disclaims any liability for injury or damages resulting from the use of any Site Content. The Digital Product, the Site Content, and the products and services provided on or available through the Digital Product are provided on an "AS IS" and "AS AVAILABLE" basis. Agent makes no warranty or representation with respect to the quality, accuracy, or availability of the Digital Product and disclaims all warranties of any kind, express or implied, including any warranties of merchantability, fitness for a particular purpose, or non-infringement. In no event will Agent or its licensors or contractors be liable for any damages of any kind, under any legal theory, arising out of or in connection with the use of, or anyone's inability to use, the Digital Product, the Site Content, or any services provided on or through the Digital Product or any linked site, including any direct, indirect, incidental, special, consequential, or punitive damages.

(c) Cancellation of the Digital Product requires thirty (30) days' written notice by the Association. In the event of the cancellation of the Digital Product, Agent will cause the Digital Product to be shut down. If the Association had a domain name managed by Agent, Agent will transfer the domain name to a designated Association contact at no fee.

(d) Exhibit A sets forth the fees that shall be paid by the Association for the Digital Product.

18. STATUS OF AGENT. All legally binding instruments shall be executed by the Board's President, Vice President or other authorized designee unless there is an emergency or unless Agent is specifically directed in writing or by Board resolution to execute such instruments on behalf of the Association, in which case only Agent's President is authorized by Agent to execute such instruments

19. AGENT'S RELATIONSHIP TO OTHER ENTITIES. As a benefit to its clients, Agent may engage in agreements with third-parties to help subsidize, reduce or eliminate costs normally incurred by the Association. Agent has various affiliations and business arrangements, including the following:

(a) Exhibit B (as updated from time to time by supplemental disclosure, amendment or as published on Agent's website) contains a list of:

i. Certain entities ("**Affiliated Entities**"), as of the date of this Agreement, that may perform or deliver goods or services (other than management services) to the Association and with which Agent is affiliated.

ii. Certain financial institutions ("**Partner Institutions**") with which Agent has established partnerships intended to secure the provision of reliable and cost efficient banking services for Agent's client associations. Under depository services agreements with the Partner Institutions, in consideration for the maintenance of deposits by Agent's clients, the Partner Institution agrees to provide depository and commercial banking services to Agent's clients without charge and also provides the Agent with cost renumeration for any additional account maintenance costs incurred by Agent (i.e. deposit processing, transaction reconciliations, exception processing, software integrations, etc.).

(b) Agent or its affiliates may earn a profit as a result of operating purchasing plans and programs, the purpose of which is to provide price and quality benefits to the Association and/or its residents. Purchase of any product and/or service which is part of any program or marketing plan operated by Agent or its affiliates is voluntary and is not in any manner required by the provisions of this Agreement.

(c) Agent or its affiliates may receive fees from vendors in exchange for Agent's dissemination of marketing information about such vendors to Agent's managed associations (including the Association) and their residents.

The Association acknowledges the disclosure of the relationships, affiliations, and activities described above and agrees that such relationships, affiliations, and activities do not constitute a violation of this Agreement or a conflict of interest.

20. JURISDICTIONAL REQUIREMENTS. Agent shall take action as may be necessary to comply promptly with any and all orders or requirements affecting the Property placed thereon by any federal, state, county or municipal authority having jurisdiction over the Association. Agent shall not be obliged to take any action under the provisions of this Section in any event for which Board approval has been requested and not provided, nor whenever the Association is contesting or has affirmed its intent to contest any jurisdictional order or requirement. In the event Agent is so relieved of its obligations, the Association shall hold Agent harmless from and indemnify Agent against any and all consequences of such failure to comply.

21. NO WAIVER. Except as otherwise provided herein, no action or failure to act by either of the parties shall constitute a waiver of any right or duty according any of them under this Agreement, nor shall any such action or failure to act constitute a continuing waiver or an approval of any breach hereunder, except as may be specifically agreed in writing.

22. NO THIRD PARTY BENEFICIARIES. As stated herein, this Agreement is by and between the Association and Agent, and there are no third party beneficiaries intended by the terms of this Agreement, and no such beneficiary status shall be implied to any individual or entity other than the Association. An individual or entity's status as a member of the Association or a resident of the Property shall not confer standing to enforce the terms of this Agreement.

23. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Agent shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business or a transfer to an affiliated company. In the event of a sale, Agent shall be released from all liability hereunder upon the expressed assumption of such liability by its assignees

24. CHOICE OF LAW. This Agreement shall be construed in accordance with the laws of the state in which the Property is located.

25. SEVERABILITY. The invalidity in whole or in part of any provision(s) in this Agreement shall not affect the validity of the remaining portions or the application of such provisions in different circumstances.

26. NOTICES. All written notices required under the Agreement shall be in writing and mailed by Certified Mail, Return Receipt Requested, or by receipted hand delivery to the addresses provided at the end of the Agreement. Notice shall be effective upon delivery, except for notice of change of address which shall be effective upon receipt.

27. AMENDMENTS. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless in writing and signed by both a duly authorized representative of Agent and a duly authorized representative of the Association.

28. ENTIRE AGREEMENT. This Agreement supersedes any and all understandings and agreements between the parties prior to this Agreement and contains the entire agreement of the parties. No oral or written statements whatsoever prior to the execution hereof shall be considered a part hereof.

29. SIGNATURE. The manual signature of either party that is transmitted to the other party by facsimile or PDF shall be deemed for all purposes to be an original signature. Either party that delivers a signature page by facsimile or PDF agrees to deliver an original, manually-signed counterpart of such party's signature page to the party who requests it promptly after receipt of such request.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

ASSOCIATION:

Date: 7/1/24

By: Gina VanEss

Name: GINA VAN ESS

Title: PRESIDENT

Address: 1902-1996 Parknoll Lane, Port Washington, Wisconsin, 53074 United States

Date: 7/1/24

By: Monica Taylor

Name: Monica Taylor

Title: Treasurer

Address: 1902-1996 Parknoll Lane, Port Washington, Wisconsin, 53074 United States

Date: 7-1-24

By: Andrea Moeller-Dorham

Name: Andrea Moeller-Dorham

Title: See.

Address: 1902-1996 Parknoll Lane, Port Washington, Wisconsin, 53074 United States

Date:

By:

Name:

Title:

Address: 1902-1996 Parknoll Lane, Port Washington, Wisconsin, 53074 United States

AGENT:

Date: July 1, 2024

By:

Name: JEFFREY S. HUNT

Title: PRESIDENT

Address: 10520 N. Baehr Road, Suite Q, Mequon WI 53092 United States

2024 Standard Exhibits A&B

Exhibit A

Itemized Charges for Administrative Ancillary Expenses and
Periodic Routine Services

ASSOCIATION: Audubon Trails Condominium

Item	Charge
New Client Set Up Fee	$500.00 / (Full Service)
Electronic Data Storage (Statute 703.20 Compliance)	$0.15 per home per month - Minimum of $7.50/month
Records Storage	$4.00 per box per month
Replacement Coupon Booklets (special, off season)	$10.00 per booklet
Black & White Copy / Scanned Document	$0.25 per page
Color Copy	$1.00 per page
Fax Transmission	$1.00 per page
Envelope (various sizes and types)	$0.30 each - $1.00 each
Label (Various Sizes)	$3.00 each sheet (min.)
Postage	Direct Cost / Metered Rate
Manual Check Deposit	$3.00 each
Billing Statement	$3.50 per statement plus postage
E-Statement	$1.00 per statement
1099 / 1096 Forms (required for all non-incorporated vendors who invoice the association more than $600 in a calendar year)	$35.00 set up, $15.00 per each
Other Office Supplies Cost	At Cost
Violation Letter Preparation	$5.00 per letter plus copy, envelope and postage cost
Community Mailings (folding, stuffing, etc.)	$0.25 per piece plus supplies (No charge for Annual Meeting & Budget Mailings)
Use of Agent's Credit Card For Purchases (optional service)	3% of Charge
Termination Off Boarding Fee	N/A

Alternative Services	
Loan Placement Fee (negotiation/securing loan)	1% of loan if utilized
Meeting Attendance	$100.00 per hour per person if exceeds contract
CAM Hourly Rate	$100.00 per hour if exceeds contract obligations
Administrative Hourly Rate	$60.00 per hour if exceeds contract limit
Maintenance Tech Rate (optional service)	$60.00 per hour

Payroll Processing & Benefits Administration & Employee Screening	
Payroll Processing—Onsite Personnel – If Applicable Includes 941 tax filings, regulatory filings & W-2's, federal and state taxes, workers' compensation insurance, payroll processing expense, Cobra administration and other governmental reporting requirements and related overhead costs and liability insurance.	Total Cost Plus 10% - Administrative Total Cost Plus 12% - Maintenance
Benefits Administration— Onsite Personnel – If Applicable All full-time employees (40 hours/week) are entitled to a group medical and life insurance program which goes into effect on the first day of the month following 30 days of employment.	$600.00 per month for all full-time billable onsite Personnel *Estimated 2024 rate. Actual rate may vary year to year
Health Savings Account Contribution – Onsite Personnel Certain medical plans offered by Associa come with a Health Savings Account. Contributions are made Semi-annually in January and July of each year.	$250.00 per contribution per employee *Estimated 2024 contribution rate. Actual rate may vary year to year.
Employee Screening Costs— Onsite Personnel County and state criminal background, drug screen, motor vehicle report, social security report, etc.	Direct cost
Special Services	

Additional services are provided as may become available at the prevailing rate or as mandated by law. All fees listed on this document are subject to reasonable change, from time to time, without prior notice. However, Agent may provide a courtesy notification via regular mail, facsimile or e-mail to the Board President or the Liaison.

Association: Audubon Trails Condominium Association, Inc. Date: 7/1/24

By: _____ Name: JINA VAN ESS

Agent: Hunt Management Incorporated Date: July 1, 2024

By: _____ Name: Jeffrey S. Hunt

Exhibit B

Affiliated Entities

Advanced Technology Group, Inc.
Amtek Engineering Services, LLC
Architectural Review Corporation
Associa Abstract Services, Inc.
Associa Advantage, Inc.
Associa Client Shared Services Center, Inc.
Associa Community Watch
Associa Developer Services, Inc.
Associa Digital Services, Inc.
Associa Financial Solutions, Inc
Associa Green
Associa OnCall
Associa Supports Kids
Association Capital Advisors
Associations Insurance Agency, Inc.
Avid Xchange, Inc
Comdata
Community Archives, Inc
Community Policyholders
HOA Collection Services, Inc.
HOAM Ventures, Inc.
Lincoln Hancock Restoration, LLC
Lincoln Hancock Restoration, LP
Optimal Outsource, Inc.
PayLease
Platinum Title Services, LLC
TownSq
Urjanet

Partner Institutions

Alliance Association Bank
Bank United
CIT Bank
City National Bank
Enterprise Bank & Trust
First Associations Bank
Harmony Bank
New First Bank
Mutual of Omaha Bank
Pacific Premier Bank
Pacific Western Bank
Union Bank

This Exhibit B shall be updated from time to time by supplemental disclosure, amendment or as published on Agent's website and shall be deemed to include such updates.

Association: Audubon Trails Condominium Association, Inc. Date: 7/1/24

By: Jina VanEss Name: JINA VAN ESS

Agent: Hunt Management Incorporated Date: July 1, 2024

By: Jeffrey S. Hunt Name: Jeffrey S. Hunt

AUDUBON TRAILS CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION F

ANNUAL OPERATING BUDGET

A Community Presence

December 17, 2025

TO: All Audubon Trails Condominium Owners

RE: **2026 Approved Budget**

For your review, use, and file, we have enclosed the 2026 Approved Budget.

After reviewing the Association's financial status, the Board of Directors has resolved that your monthly condominium fees will increase for the fiscal year 2026. Your monthly condominium fees will increase to **$345.00** per month, beginning January 1, 2026.

If you are paying via automatic withdrawal, we will continue to withdraw the monthly fee from your account in the same manner as was done in 2025. For those of you who have your bank pay your fees or pay with a check, please advise them to send checks to the following mailing address:

Audubon Trails Condominium Association
c/o Hunt Management, Inc.,
P.O. Box 1755
Arlington Heights, IL 60006-1755

As always, your Board of Directors and Hunt Management will continue their efforts toward maintaining and improving the financial and physical soundness of the Association and both thank you for your continued understanding and support.

Should you ever have any questions about the Association's financial status, please do not hesitate to contact me at angie@huntmanagement.com

Sincerely,

Hunt Management Incorporated, AAMC
Management Company for
Audubon Trails Condominium Association

Angie Rosploch

Angie Rosploch, CMCA, AMS
Property Manager

10520 N. Baehr Road, Suite Q
Mequon, WI 53092

huntmanagement.com
888-305-1071

Phone: (262)238-1480
Fax: (262)238-1485

Audubdon Trails Condominium Association, Ltd

APPROVED - Budget 2026

BUDGET ITEM	BUDGET 2025 - HOA 300	ACTUAL 9/25	PROJECTED 10/25 - 12/25	PROJECTED 2025	BUDGET 2026 - HOA 345
INCOME					
ASSOCIATION FEES	$ 172,800.00	$ 129,860.00	$ 42,940.00	$ 172,800.00	$ 198,720.00
FINES	$ -	$ 100.00	$ -	$ 100.00	$ -
MISCELLANEOUS/NSF/ADMIN	$ -	$ 200.00	$ -	$ 200.00	$ -
INTEREST	$ 2,600.00	$ 2,550.76	$ 850.00	$ 3,400.76	$ 3,000.00
RESERVE TRANSFER	$ -	$ 27,661.96	$ -	$ 27,661.96	$ 71,997.00
TOTAL INCOME	$ 175,400.00	$ 160,372.72	$ 43,790.00	$ 204,162.72	$ 273,717.00
EXPENSES					
MANAGEMENT FEE	$ 18,000.00	$ 13,500.00	$ 4,635.00	$ 18,135.00	$ 18,000.00
ADMINISTRATIVE/SUPPLIES/MISC	$ 1,500.00	$ 3,328.12	$ 200.00	$ 3,528.12	$ 1,160.00
ACCOUNTING FEES	$ 300.00	$ 290.00	$ -	$ 290.00	$ 300.00
TAXES	$ -	$ 385.00	$ -	$ 385.00	$ 385.00
LEGAL	$ 1,000.00	$ 4,317.75	$ -	$ 4,317.75	$ 2,597.00
ALARM SERVICES	$ 4,000.00	$ 1,181.60	$ -	$ 1,181.60	$ 2,000.00
GAS & ELECTRIC	$ 9,000.00	$ 8,593.84	$ 2,864.61	$ 11,458.45	$ 12,000.00
REFUSE/RECYCLING	$ 5,400.00	$ 4,385.65	$ 1,416.93	$ 5,802.58	$ 6,000.00
WATER & SEWER	$ 3,000.00	$ 4,635.66	$ 550.00	$ 5,185.66	$ 5,200.00
INSURANCE PREMIUM	$ 27,000.00	$ 24,670.84	$ 8,604.00	$ 33,274.84	$ 20,000.00
LAWN MAINTENANCE	$ 14,000.00	$ 9,827.33	$ 1,200.00	$ 11,027.33	$ 16,000.00
LANDSCAPE IMPROVEMENTS	$ 1,100.00	$ -	$ 1,100.00	$ 1,100.00	$ 1,100.00
SNOW REMOVAL	$ 16,000.00	$ 23,750.00	$ 1,500.00	$ 25,250.00	$ 25,000.00
PROPERTY MAINTENANCE	$ 10,000.00	$ 8,623.37	$ 2,000.00	$ 10,623.37	$ 19,000.00
OVERHEAD DOOR	$ 3,000.00	$ 2,382.44	$ -	$ 2,382.44	$ -
PLUMBING & HEATING	$ 1,900.00	$ 2,023.76	$ -	$ 2,023.76	$ 1,900.00
LIGHTING	$ 3,000.00	$ 259.88	$ 2,000.00	$ 2,259.88	$ 3,000.00
MAJOR REPAIRS	$ 7,000.00	$ 6,604.32	$ -	$ 6,604.32	$ 7,000.00
MISCELLANEOUS REPAIRS	$ 10,000.00	$ -	$ -	$ -	$ -
CAPITAL RESERVE CONTRIBUTIONS	$ 17,700.00	$ 13,275.00	$ 4,425.00	$ 17,700.00	$ 38,000.00
LOAN PAYMENTS	$ 22,478.00	$ 14,985.44	$ 5,619.54	$ 20,604.98	$ 22,478.16
CONTINGENCY	$ -	$ -	$ -	$ -	$ 600.00
TOTAL	$ 175,378.00	$ 147,020.00	$ 36,115.08	$ 183,135.08	$ 201,720.16
RESERVE EXPENSES					
MASONRY RESTORATION	$ -	$ -	$ -	$ -	$ 38,728
CARPET - STAIRWELLS	$ -	$ -	$ -	$ -	$ 11,330
LIGHTING - STAIRWELLS	$ -	$ -	$ -	$ -	$ 2,163
PAINTING - STAIRWELLS	$ -	$ -	$ -	$ -	$ 6,386
LANDSCAPE & REGRADING	$ -	$ -	$ -	$ -	$ 8,240
STONE RETAINING WALLS - RESETTING	$ -	$ -	$ -	$ -	$ 5,150
TOTAL	$ -	$ -	$ -	$ -	$ 71,997
TOTAL EXPENSES	$ 175,378	$ 147,020	$ 36,115	183,135	$ 273,717
VARIANCE	$22	$13,353	$7,675	$21,028	$0

AUDUBON TRAILS CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION G

RULES & REGULATIONS

Revised 4.27.2025

Audubon Trails Rules and Regulations

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    - B. Grade

2. Motor Vehicles

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    - A. Pets
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4. Modifications
    - A. Additions, Alterations, Improvements
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5. Grills on Patios/Balconies

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    - A. Noxious Activity
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    - L. Enforcement of rules and regulations

Introduction

In accordance with the Condominium Declarations and Bylaws of the Audubon Trails Condominium Association, the following Rules and Regulations governing our community have been developed for the operation, maintenance and use of the units and the common elements (Article V, Section 5.2 of the Bylaws.)

Fines and penalties may be assessed for failure to comply with these Rules and Regulations. The Rules and Regulations outlined explain the policies and guidelines established by the Board of Audubon Trails Condominium Association to help protect and provide a peaceful environment for our community. It is the responsibility of the Board, along with the assigned Management Company, to administer and enforce the rules. However, it is the responsibility of each resident to cooperate and adhere to the Rules, and residents are encouraged to report any violations of these Rules directly to the Management Company.

1. Landscaping

A. **Conditions for Unit Owner Plantings**

- All plantings, except annuals, require the advance approval of the Board.
- All plantings are subject to review by the ~~Executive~~ Board on complaint of any Unit Owner. The Association has the right to require an owner to remove plantings at any time upon written notification to that effect, and the Unit Owner shall be responsible for restoring the landscaping to its original condition.
- The Unit Owner shall be responsible for maintaining his/her own plantings, including but not limited to flower beds, at all times. If said plantings are not maintained in a timely fashion, the Association has the right to have work done.
- Unit Owner shall be responsible for restoring the planting to its original condition if directed by the Board to do so.

B. **Grade**

- No change in the grade of any portion of the landscaping, including but not limited to lawns and flowerbeds, may be made without prior consent of the Board.

2. Motor Vehicles

- Motor Vehicles shall be parked in the Unit Owner's garage or surface lot area, including motor vehicles of guests and business invitees of Unit Owners. Commercial vehicles may be parked in garages with prior Board approval.

- No unregistered or inoperable vehicles shall be moved onto or kept on Association property.

- No motor vehicle may be disassembled, nor major repairs made on Association property. This includes but is not limited to engine overhauling, exhaust system repairs, brake lining repairs, and body work. Under no circumstances may cars be left unattended while on jacks or blocks.

- No vehicle shall be parked in such a manner as to impede or prevent ready access to garages, ramps, or mailboxes.

- Handicap placards/license plates must be current and visible on vehicles parked in handicap spaces at all times.

- Vehicles, including but not limited to moving vans, may not be driven onto Association lawn areas without prior consent of the Board. The Unit owner shall be responsible for the expense of restoring the landscaping or common area to its original condition if any damage occurs.

- The speed limit on the Association property is 15 mph.

- No tent, camper trailer, automobile trailer or other movable or portable structure shall be used or permitted on the premises; and any such vehicles or structures, as well as boat trailers, boats, garden tractors and other tools or power equipment will be stored in a garage for any period exceeding five (5) days without prior consent from the Board.

- No commercial vehicles shall be kept upon or in front of said premises except in connection with the servicing and maintenance of said premises; however, one such commercial vehicle may be stored in any enclosed garage.

- Vehicles in violation of this section may be towed at the owner's expense.

3. Animals

A. Pets:

- One pet license per unit.
- Any permitted pets must, at all times, be accompanied and under the full control of their owners in any portion of the common areas or limited common areas.
- Any permitted dogs must be leashed at all times for the safety of the pet and the residents, and to avoid any altercations with wildlife. Coyotes, deer, and other animals may frequently wander onto the property.
- All dog owners must pick up their pet's waste immediately.

B. Wildlife:

- No feeding/baiting of wildlife.
    - **Health and Safety Risks:** Feeding can alter their natural foraging habits and lead to more aggressive behavior towards humans.
    - **Attracting Pests:** Excess food can attract not only wildlife but also rodents, insects, and other pests, which can create sanitary concerns and additional maintenance issues.
- Hanging bird feeders are permissible.

C. Modifications

A. **Additions, Alterations, Improvements**

- No Unit Owner shall make any structural addition, alteration, or improvement to any building, nor shall he/she paint or otherwise decorate or change the appearance of any portion of the exterior of any building without prior written consent of the Board, except as provided for in these Rules and Regulations.

B. **Storm/Screen Doors and Storm Windows**

- Only windows and doors which meet the style and color approved by the Board may be installed. The Unit Owner shall be responsible for any damage resulting from the installation and for maintenance and/or restoration to original condition, and for any damage to the existing structure directly attributable to the addition.

C. **Painting**

- Front doors, patios, and balconies may be repainted in their existing color, providing the paint color and type approved by the Board is used.

D. **Garage Storage**

- Storage shelving must not be attached to the garage/basement structure in any way.
- It is recommended that storage shelving and bins should be along perimeter walls only and not between units' spaces, as this may be in violation of current fire code standards.

D. Grills on Patios/Balconies

- NFPA (fire code) 2024 – 10.10.6, grills of any kind are prohibited on any balcony (2nd floor), and are prohibited from being used under any overhanging portion of a structure, and prohibited from being used within 10 feet of any structure.

E. Licensed Contractors

- No Unit Owner shall perform plumbing work that should otherwise be done by a licensed contractor. Wisconsin Code 145.06 (1)(a) states: No person may engage in or work at plumbing in the state unless licensed to do so by the department. A master plumber may work as a journeyman. No person may act as a plumbing apprentice or pipe layer unless registered with the department.

F. Repairs and Maintenance of Mechanics

- Section 10, subsection 10.2 of the Bylaws state that Unit Owners are responsible for the maintenance of any appliance that vents to the outside. This includes hoses, vents, etc.
- Outdoor outlets and light fixtures that are part of the resident's electrical panel are the responsibility of the unit owner to repair and maintain.

G. Use of the Common Areas

- There shall be no obstruction of the common area, nor shall anything be stored in the common area without prior consent of the Executive Board, except as provided for in these Rules and Regulations.

- Damage to the common area caused by the actions of a Unit Owner or the actions of his/her children, pets, guests or tenants or the actions of the children, guests or pets of his/her tenants, shall be repaired or replaced at the expense of the Unit Owner.

- No clothes, sheets, blankets, towels or laundry of any kind, or other articles shall be hung out or exposed on any part of the common area. The common areas shall be kept free and clear of Unit Owners' personal property, rubbish, debris, litter, and other objectionable matter.

- Bicycles, toys, boats, and other outdoor equipment may not be left in the surface lot, sidewalks, or lawn areas overnight or indiscriminately strewn over the common area at any time.

- All unit owner cars, including guests', must be parked in the garages or off-site during snow incidents to facilitate salting and plowing.

- Garage walkways leading to the back of all buildings are closed off during the winter and will be designated by orange cones as a safety precaution.

H. Rental Policy

- All rentals must first be approved by the Board. To avoid insurance liability to the association, no more than 10% of units may be rented. i.e., only 4 units may be rented at any one time.

- If your rental is approved by the board, the following will apply:

    - **Lease Agreement Requirement**: In accordance with Wisconsin State Statutes, the Owner must provide a copy of their lease agreement with the tenant.
    - **Contact Information Form**: The Owner and Lessee are required to complete and submit the provided contact information form to ensure we can reach both parties if necessary.
    - **Condo Documents and Rules**: The Owner is responsible for providing the Lessee with a copy of the Condominium Documents and Rules & Regulations. The Lessee is expected to adhere to these rules.

    - *One exemption to the 10% rule is that if the person to be renting is an immediate family member of the owner.

I. Miscellaneous

A. Noxious Activity

- **We all live in close proximity to each other, therefore, be courteous and respectful to your neighbors and keep noise to a minimum, adhering to the guidelines presented below.**

Please first attempt to work out any situations in a neighborly fashion before filing a complaint to the Management Company.

- No slamming of appliances, doors, cabinetry, or drawers.
- No screaming/yelling, music/TV or other noise emitted from any person or object (be it organic, mechanical, electronic or otherwise) that is sufficiently loud such that the neighboring unit can make out the individual words/lyrics/language being emitted from the offending unit.
- No running the garbage disposal before 7:00 AM or after 10:00 PM.
- No moving large furniture before 7:00 AM after 10:00 PM.
- No vacuuming past 10:00 PM.
- No showing up to Board members' homes to file complaints.

B. **Construction Hours**

- Construction may take place during the week and weekend between approved hours:
    - Monday through Friday 8:00 AM to 6:00 PM.
    - Saturday 9:00 AM to 5:00 PM.
    - No construction of any kind on Sundays or holidays.

C. **Quiet Hours**

- Quiet hours are 10pm – 7am daily.

D. **Outside Attachment to Building**

- The Unit Owner shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any building, except as provided for in these Rules and Regulations, and no signs shall be affixed to or placed on the exterior walls or roofs or any part thereof, without the prior consent of the Board.

E. **Signs**

- No signs of any type shall be placed on the common area, or be visible from the common area, without the permission of the Board or by court order.
- No For Sale or For Rent signs allowed.

- Per Wisconsin State Statute 703.105, political signs are allowed in condominium windows, however the Board restricts the size of the sign to be no larger than 16 inches x 24 inches.

F. **Trash and Recycling**

- There shall be no batteries, flammable liquids, exercise equipment, mattresses, or furniture placed inside or near trash receptacles.
- All cardboard boxes must be broken down.
- No plastic bags can be placed inside the recycling receptacle.
- Any additional recycling or trash, including construction waste, must be disposed of or recycled off-site at the owner's expense.
- No Unit Owner shall place their trash or recycling bags/items outside of the trash or recycling receptacles.

G. **Seasonal Decorations**

- Seasonal decorations, including decorative lights, are permitted on the balconies of the units, provided this is done in a manner not to cause damage.
- Seasonal decorations should be removed promptly after the appropriate holiday.
- All decorations are subject to review by the Board upon complaint of any Unit Owner. The Association has the right to require any owner to remove any decorations upon written notification to that effect.
- Decorations on the common area, other than the patios or balconies of the units, require advance approval of the Executive Board and will be considered on individual merit.

H. **Smoke Detectors & Carbon Monoxide Detectors**

- Unit Owners shall install and maintain in good operating condition, smoke detectors & carbon monoxide detectors, as required by law, in each unit, the Unit Owner shall be responsible for keeping the smoke detector(s) operable at all times.

I. **Mandatory Inspections**

- All Unit Owners are required to participate and make their unit available for fire alarm inspections on the date provided annually.

- All Unit Owners are required to allow all Associations' vendors to inspect their units, including sprinkler systems, sprinkler heads, or for any safety concern.

J. **Communications**

- Unit Owners are responsible for reading all communications and directives sent by the Association, including physical mail and electronic mail. Failure to open communications or directives will be the sole responsibility of the Unit Owner.

K. **Complaint Procedure**

- Purpose:

  This Complaint Procedure provides a standardized process for homeowners, residents, and other stakeholders to voice concerns, complaints, or grievances regarding issues within the condominium community. The goal is to address matters fairly, promptly, and following the Association's governing documents.

- Who May File a Complaint:

  Any unit owner, resident, or tenant of the condominium may file a complaint if they believe there has been a violation of the Association's rules, regulations, or governing documents, or if they experience a community-related issue requiring formal attention.

- How to File a Complaint:

  All complaints must be submitted in writing to ensure a proper record is maintained. Complaints should include the following information:
  - Full name and contact information of the complainant
  - Date the complaint is being filed
  - Description of the issue or concern
  - Date, time, and location of the incident (if applicable)
  - Names of individuals involved (if known)
  - Any supporting evidence (e.g., photographs, correspondence)

  Complaints may be submitted via:
  - Email: melissa@huntmanagement.com
  - Mail or Hand Delivery: 10520 N Baehr Rd Mequon, WI
  - Online Submission: VIA TownSq

- Acknowledgment of Complaint

  Acknowledgement of the complaint will be provided within 5 business days of submission. This acknowledgment may be provided by email, letter, or phone.

- Review and Investigation

  The designated committee will review the complaint and, if necessary, investigate the issue. This may involve:
  - Contacting relevant parties
  - Requesting additional documentation
  - Conducting inspections or interviews

  The investigation process may take up to 30 days, depending on the complexity of the issue.

- Resolution and Response

  Once reviewed, a written response will be provided outlining:
  - Findings of the investigation
  - Any actions taken or to be taken
  - Timeline for resolution, if applicable

  If the complaint is found to be valid and actionable, the Association will address the matter according to its governing documents and applicable laws.

- Appeals

  If the complainant is not satisfied with the resolution, they may file a written appeal within 10 business days of the decision. The appeal will be reviewed and a final written decision provided within 15 business days.

- Confidentiality

  All complaints and investigations will be handled with discretion. Identities and details will be shared only with those necessary to resolve the issue.

- Record Keeping

  The Association will maintain records of all complaints, investigations, and outcomes for a minimum of three (3) years or as required by state law.

L. **Enforcement of Rules and Regulations**

- A notice will be sent to the unit owner for any Rule violations. If the situation is not rectified after 2 notices have been sent, a minimum fee of $50.00 will be imposed (however, the Board may assess a fee based upon its monetary discretion). Unit Owners will be assessed a $25 fine per day for late fees until such violation is corrected and/or fee is paid. For repeat offenses, Unit Owners' fines may compound, and a lien placed against the property.