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

CONDOMINIUM ADDENDUM TO REAL ESTATE CONDITION REPORT

THIS CONDOMINIUM ADDENDUM TO REAL ESTATE CONDITION REPORT (REPORT) IS AN ADDENDUM TO THE REAL ESTATE CONDITION REPORT DATED October 4, 2026 CONCERNING THE PROPERTY LOCATED AT 269 Fontana Blvd 1515 (STREET ADDRESS), IN THE (~~CITY~~) (VILLAGE) (~~TOWN~~) **STRIKE TWO** OF Fontana , COUNTY OF Walworth , STATE OF WISCONSIN.

This Report is given in compliance with Wis. Stat. § 709.02(2) and is not a substitute for a professional review of the condominium documents and disclosure materials.

I. CONDOMINIUM IDENTIFICATION and SELLER CONTACT INFORMATION

Name of Condominium: Abbey Resort
Unit Number: 1515
This Condominium was created by the recording of the condominium instruments with the Office of the Register of Deeds on _____ (insert date).

The contact information for the (~~Unit Owner~~) (Unit Owner's agent/listing broker) **STRIKE ONE** is as follows:
Name: Tricia Forbeck
Address: 101 Geneva National Avenue S Lake Geneva, WI. 53147
Phone Number(s): 262-745-1145
E-mail address (optional): tricia.forbeck@compass.com

II. CONDOMINIUM ASSOCIATION INFORMATION

Name of the Condominium Association: The Abbey Resort
Address of the Condominium Association: 269 Fontana Blvd Fontana, WI. 53125
This Condominium Association is ☐ self-managed ☒ has hired or retained management **CHECK ONE** .
Contact Information (Association representative who can address the sale or the condominium in general):
Name: Cary Kerger Char Kelley
Address: 269 Fontana Blvd Fontana, WI. 53125
Phone Number(s): 630-567-5050
E-mail address (optional): cjkerger@abbeyprov.com

III. CONDOMINIUM ASSESSMENTS, FEES and CHARGES

The Unit Owner is responsible for the following current condominium assessments, fees, special assessments and other charges (itemize) (Optional: attach a copy of the current budget for easy reference.): 721.06
_____ Have all current charges been paid? ☒ Yes ☐ No **CHECK ONE**

IV. EXECUTIVE SUMMARY

A copy of the Executive Summary is attached unless this is a small condominium electing Wis. Stat. § 703.365(8) disclosure requirements. Check with the Condominium Association to be sure that it is the most current version.

The information in this Report is true, correct and current to the best of the Unit Owner's knowledge.

Unit Owner Signed by: D1D05BE0CD37498... Date 10/5/2026 | 10:23 AM CDT
Print Name Here ▶ Brad Ellis

Unit Owner _____ Date _____
Print Name Here ▶

Buyer acknowledges receipt of a copy of this Report. Check ☐ if condominium disclosure materials have been received.

Buyer _____ Date _____
Print Name Here ▶

Buyer _____ Date _____
Print Name Here ▶

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

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RESIDENTIAL CONDOMINIUM CONCEPTS

In general terms, residential Condominiums take what otherwise might have been an apartment, townhouse or house, and permits individual sales of the separate dwelling Units. All of the dwelling Unit owners own the common areas together and collectively pay for the upkeep and other common expenses. A Condominium, however, is not like living in an apartment because the owner is usually responsible for the maintenance and repair of everything within the Unit - the property manager does not take care of it, as would be the case with a tenant. To understand Condominium ownership, an understanding of certain key concepts is needed.

■ **Declaration:** The Declaration is a written document that creates a Condominium from one or more parcels of real estate. In the Declaration, the owner declares his or her property to now be a Condominium. The Declaration divides the property into several smaller parcels: Units, which are individually owned, and the Common Elements, which are owned in common by all of the Unit owners together. The Declaration sets out what percentage of ownership interest in the Common Elements is assigned to each Unit, and the number of votes that the owner of each Unit has in the Association.

■ **Declarant:** The Declarant is the builder or developer who declares his or her property to be a Condominium by recording the Declaration and plat maps. The Declarant may reserve a period of "Declarant Control" that gives the Declarant time to finish construction of the Condominium project and/or to sell the Units. During this period, the Declarant exercises the powers and responsibilities of the Association through its exclusive right to appoint the directors to the Association board. As the Units are sold to purchasers, elections are held at different intervals and the Unit owners (other than the Declarant) elect an increasing number of the directors. Declarant Control lasts up to ten years in expandable Condominiums and up to three years in other Condominiums.

■ **Unit:** A Unit is the part of the Condominium that is privately owned and used by the Unit owner. A Unit owner has exclusive ownership and possession of his or her Unit. The statutes define Unit in terms of cubicles of air, enclosed spaces located on one or more floors, and rooms. A Unit may also include structural parts of a building (walls, wood frame) or a Unit may be a whole building, a building plus the surrounding land, or just land (similar to a lot). Units may also include separate areas that are some distance apart. For example, a Unit may include a dwelling plus a storage area, patio or parking space. The boundaries of each Unit are defined in the Declaration, which may describe the perimeter walls, sometimes known as the "perimetric boundaries," the upper boundaries and the lower boundaries. Generally, everything within these boundaries will be part of the Unit. Therefore, each Unit's boundaries may impact the Unit owner's maintenance responsibilities, ability to make improvements or alterations, and insurance liability.

■ **Common Elements:** Common Elements means everything else in the Condominium that is not a Unit. In a typical residential Condominium, the Common Elements may include the land, the exterior and common areas of buildings (entranceway, halls, elevator, meeting room, etc.), landscaping, roads, any outside parking areas, outdoor lighting, any recreational facilities (swimming pool, tennis courts, clubhouse, etc.) and all other common areas and amenities.

■ **Limited Common Elements:** The Limited Common Elements are Common Elements that are identified in the Declaration or plat as reserved for the exclusive use of less than all of the Unit owners. Typically, a Limited Common Element will be reserved for the use of just one Unit. Basically, you don't own it individually, but you are the only one who may use it. This exclusive use, however, may be subject to restrictions stated in the Declaration, Bylaws or Condominium rules and regulations. Limited Common Elements may include features like a storage area, patio, balcony, garage parking space, or a boat slip.

■ **Percentage Interests:** Every Unit owner shares in the ownership of the Common Elements with the other owners. Each Unit is allotted a portion of this ownership interest called the Percentage Interests. The Percentage Interests are stated in the Declaration and come automatically with the ownership of a Unit. The Percentage Interests often determine the share of common expenses that the Unit owner must pay for the repair and maintenance of the Common Elements and for the operation of the Association. Percentage Interests may be an equal percentage for all Units, in proportion to the square footage of the Units, based upon the location or value of the Units, or based upon some other formula stated in the Declaration.

■ **Association:** The Association is the entity that the Unit owners use to act together as a group to manage and maintain the Condominium property and finances. This group will be either a nonstock, nonprofit corporation or an unincorporated Association. Every Unit owner is automatically a member of the Association and votes for the Association directors who, on behalf of the Association, manage and maintain the Common Elements, adopt budgets and set the amount of the fees or assessments paid by the Unit owners for the Association's common expenses. The Association directors typically are responsible for the maintenance of the Condominium property, including lawn and garden care, snow removal, painting, roofs, and amenities such as swimming pools and tennis courts. They are responsible for collecting assessment fees, maintaining books and records, overseeing reserve funds, preparing financial reports, and filing tax returns. The board of directors is responsible for enforcing the rules and providing disclosure materials for Unit sales. Some or all of these functions may be delegated to a Condominium manager or other professionals such as accountants.

■ **Assessment Fees:** The Association sets a budget for all of the Condominium expenses and divides those expenses among the Unit owners. These fees are called "common assessments" or "condo maintenance fees" and typically are paid monthly. The Association may also create reserves for future maintenance and repairs.

Residential Condominium Concepts was developed and distributed by the Wisconsin REALTORS® Association (2005).
Drafted by: Attorneys Debra Peterson Conrad (WRA) and Lisa M. Pardon (Brennan, Steil & Basting, S.C.)

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

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

Compass RE WI - Lake Geneva [LG]

OFFER ADDENDUM S - LEAD BASED PAINT DISCLOSURES AND ACKNOWLEDGMENTS

■ **LEAD WARNING STATEMENT: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.**

Disclosures and Acknowledgments made with respect to the Property at 269 Fontana Boulevard 1515 Fontana _____ , Wisconsin.

■ **SELLER DISCLOSURE AND CERTIFICATION.** **Note: See Seller Obligations at lines 27 - 54 and 55 - 112.**

(1) SELLER DISCLOSURES: (a) Seller hereby represents that Seller has no knowledge of any lead-based paint or lead-based paint hazards (collectively referred to as LBP) present in or on the Property except: _____

_____

(Explain the information known to Seller, including any additional information available about the basis for the determination that LBP exists in or on the Property, the location of any LBP, and the condition of painted surfaces, or indicate "none.")

(b) Seller hereby confirms that Seller has provided the Buyer with the following records and reports which comprise all of the reports and records available to Seller pertaining to lead-based paint or lead-based paint hazards (LBP) in or on the Property:

_____

_____ *(Identify the LBP record(s) and report(s) (e.g. LBP abatements, inspections, reductions, risk assessments, etc., as defined at lines 89 - 107) provided to Buyer, or indicate "none available.")*

(2) SELLER CERTIFICATION: The undersigned Seller has reviewed the information above and certifies, to the best of their knowledge, that the information provided by them is true and accurate.

Signed by:

(X) _____ 10/5/2026 | 10:23 AM CD

(ALL Sellers' signatures) ▲ Print Names Here ▸ Brad Ellis, (Date) ▲

Seller Obligations under the Federal Lead-Based Paint Disclosure Rules

(Based upon 40 CFR Chapter 1, Part 745, Subpart F, §§745.103, 745.107, 745.110, 745.113 & 745.115; and 24 CFR subtitle A, Part 35, Subpart H, §§35.86, 35.88, 35.90, 35.92 & 35.94, which all are collectively referred to in this Addendum as Federal LBP Law.) **DISCLOSURE REQUIREMENTS FOR SELLERS.** (a) The following activities shall be completed before the Buyer is obligated under any contract to purchase target housing that is not otherwise an exempt transaction pursuant to Federal Law. Nothing in this section implies a positive obligation on the Seller to conduct any risk assessment and/or inspection or any reduction activities.

(1) Provide LBP Pamphlet to Buyer. The Seller shall provide the Buyer with an EPA-approved lead hazard information pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead In Your Home* (EPA #747-K-99-001) or an equivalent pamphlet that has been approved for use in this state by EPA.

(2) Disclosure of Known LBP to Buyer. The Seller shall disclose to the Buyer the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being sold. The Seller shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces (chipping, cracked, peeling).

(3) Disclosure of Known LBP & LBP Records to Agent. The Seller shall disclose to each agent the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being sold and the existence of any available records or reports pertaining to lead-based paint and/or lead-based paint hazards. The Seller shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling).

(4) Provision of Available LBP Records & Reports to Buyer. The Seller shall provide the Buyer with any records or reports available (see line 88) to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold. This requirement includes records or reports regarding common areas. This requirement also includes records or reports regarding other residential dwellings in multifamily target housing, provided that such information is part of a risk assessment and/or inspection or a reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

(b) Disclosure Prior to Acceptance of Offer. If any of the disclosure activities identified in lines 30-51 occurs after the Buyer has provided an offer to purchase the housing, the Seller shall complete the required disclosure activities prior to accepting the Buyer's offer and allow the Buyer an opportunity to review the information and possibly amend the offer.

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■ **CERTIFICATION AND ACKNOWLEDGMENT OF LBP DISCLOSURE.** (a) Seller requirements. Each contract to sell target housing shall include an attachment or addendum containing the following elements, in the language of the contract (e.g., English, Spanish):

(1) Lead Warning Statement. A Lead Warning Statement consisting of the following language:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavorial problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

(2) Disclosure of Known LBP & LBP Information Re: the Property. A statement by the Seller disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The Seller shall also provide any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces (chipping, cracked, peeling, dust, etc.).

(3) List of Available LBP Records & Reports Provided to Buyer. A list of any records or reports available to the Seller pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the Buyer. If no such records or reports are available, the Seller shall so indicate.

(4) Buyer Acknowledgment of Receipt of Disclosures, Records & Pamphlet. A statement by the Buyer affirming receipt of the information set out in lines 67 - 75 and a lead hazard information pamphlet approved by EPA.

(5) Buyer Acknowledgment of Receipt of Opportunity for LBP Inspection. A statement by the Buyer that he or she has either: (i) received the opportunity to conduct the risk assessment or inspection required per lines 123 - 127; or (ii) waived the opportunity.

(6) Agent Certification. When one or more real estate agents are involved in the transaction to sell target housing, a statement from each agent that: (i) The agent has informed the Seller of the Seller's obligations under Federal LBP Law; and (ii) the agent is aware of his or her duty to ensure compliance with Federal LBP Law. Agents ensure compliance by informing Seller of his or her obligations and by making sure that the Seller or the agent personally completes the required activities. Buyer's agents paid solely by Buyer are exempt.

(7) Signatures. The signatures of all Sellers and Buyers, and all agents subject to Federal LBP Law (see lines 80 - 84) certifying to the accuracy of their statements to the best of their knowledge, along with the dates of the signatures.

■ **DEFINITIONS:**

Available means in the possession of or reasonably obtainable by the Seller at the time of the disclosure.

Abatement means the permanent elimination of lead-based paint and/or lead-based paint hazards by methods such as removing, replacing, encapsulating, containing, sealing or enclosing lead-based paint with special materials, in conformance with any applicable legal requirements.

Buyer means one or more individuals or entities who enter into a contract to purchase an interest in target housing **(referred to in the singular whether one or more).**

Inspection means: (1) a surface-by-surface investigation to determine the presence of lead-based paint, and (2) the provision of a report explaining the results of the investigation.

Lead-based paint means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square centimeter or 0.5 percent by weight.

Lead-based paint hazard means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects as established by the appropriate Federal agency.

Reduction means designed to reduce or eliminate human exposure to lead-based paint hazards through interim controls, abatement, etc.

Risk assessment means an on-site investigation to determine and report the presence of lead-based paint, and to evaluate and report the extent, nature, severity, and location of lead-based paint hazards in residential dwellings, including: (1) information gathering regarding the age and history of the housing and occupancy by children under 6; (2) visual inspection; (3) limited wipe sampling or other environmental sampling techniques; (4) other activity as may be appropriate; and (5) provision of a report explaining the results of the investigation.

Seller means one or more individuals or entities who transfer, in return for consideration, (1) legal title to target housing, in whole or in part; (2) shares in a cooperatively owned project; or (3) an interest in a leasehold **(referred to in the singular whether one or more).**

Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

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■ **AGENT(S) ACKNOWLEDGMENT AND CERTIFICATION.**

(1) ACKNOWLEDGMENT: All agent(s) in this transaction subject to Federal LBP Law (see lines 80 - 84) hereby acknowledge that: (1) the Seller was informed of his or her obligations under the Federal LBP Law (see lines 27 - 54 and 55 - 112); and (2) they are aware of their duty to ensure compliance with the requirements of Federal LBP Law.

(2) CERTIFICATION: The undersigned agents have reviewed the information above and certify, to the best of their knowledge, that the information provided by them is true and accurate.

DocuSigned by:
(X) Tricia Forbeck 10/04/2026
BC63C1BE001749B...
(Agent's signature) ▲ Print Agent & Firm Names Here ▶ **Tricia Forbeck Compass** (Date) ▲

(X) _____
(Agent's signature) ▲ Print Agent & Firm Names Here ▶ (Date) ▲

■ **BUYER'S OPPORTUNITY TO CONDUCT AN EVALUATION** (LBP Inspection Contingency). (a) Before a Buyer is obligated under any contract to purchase target housing, the Seller shall permit the Buyer a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. (b) Not withstanding lines 123 - 126, a Buyer may waive the opportunity to conduct the risk assessment or inspection by so indicating in writing.

■ **BUYER INSPECTION CONTINGENCY, ACKNOWLEDGMENT AND CERTIFICATION.**

(1) LEAD-BASED PAINT INSPECTION CONTINGENCY: [Buyer to check one box at lines 131, 147 or 148. If no box is checked, Buyer is deemed to have elected a 10-day contingency per lines 131 - 146.]

☐ **LEAD-BASED PAINT INSPECTION CONTINGENCY:** This Offer is contingent upon a federal or state certified lead inspector or lead risk assessor conducting an inspection or risk assessment of the Property, at Buyer's cost, which discloses no lead-based paint and/or lead-based paint hazards (see lines 96 - 100) (collectively referred to as LBP). This contingency shall be deemed satisfied, and Buyer will have elected to take the Property "as is" with respect to LBP, unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the inspector's or risk assessor's written report and a written notice listing the LBP identified in the report to which the Buyer objects. Buyer agrees to concurrently deliver a copy of the report and notice to the listing broker, if any. A proposed amendment will not satisfy this notice requirement.

RIGHT TO CURE: Seller (shall)(shall not) [STRIKE ONE] have a right to cure [if neither struck, Seller shall have the right to cure]. If Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering, within 10 days of receipt of Buyer's notice, written notice of Seller's election to abate the LBP identified by the Buyer; and (2) providing Buyer, no later than 3 days prior to closing, with certification from a certified lead supervisor or project designer, or other certified lead contractor that the identified LBP has been abated. This Offer shall be null and void if Buyer makes timely delivery of the above notice and report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: a) Seller delivers notice that Seller will not cure or b) Seller does not timely deliver the notice of election to cure. "Abate" shall mean to permanently eliminate the identified LBP by methods such as removing, replacing, encapsulating, containing, sealing or enclosing the identified LBP, in conformance with the requirements of all applicable law.

☐ Buyer elects the LBP contingency Buyer has attached to this Addendum S.

☐ Buyer waives the opportunity for a LBP inspection or assessment.

(2) EPA LEAD HAZARD INFORMATION PAMPHLET: If Buyer has provided electronic consent, a copy of the LBP pamphlet, *Protect Your Family from Lead in Your Home*, may be found at https://www.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure.
Note: More information about electronic consent can be found at https://www.wra.org/ecommerce/.

(3) BUYER ACKNOWLEDGMENT: Buyer hereby acknowledges and certifies that Buyer has: (a) received the Seller's above-listed disclosures, reports and records concerning any known LBP in or on the Property (see lines 12 - 22); (b) received a lead hazard information pamphlet approved by the EPA; and (c) received the opportunity to conduct a LBP risk assessment or inspection of the Property or has waived the opportunity (see lines 131 - 148 above).

(4) BUYER CERTIFICATION: The undersigned Buyer has reviewed the information above and certifies, to the best of their knowledge, that the information provided by them is true and accurate.

(X) _____
(Buyers' signatures) ▲ Print Names Here ▶ (Date) ▲

(X) _____
(Buyers' signatures) ▲ Print Names Here ▶ (Date) ▲

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