

# Jonathan B. Levine

A T T O R N E Y            A T            L A W

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DIANE M. STARK  
LEGAL ASSISTANT

May 28, 2003

Steve Wieckert, Chairman  
Assembly Committee on Housing  
Room 16 West  
State Capitol  
P.O. Box 8953  
Madison, WI 53708

Re: AB 254 (2003 Regular Session)

Dear Chairman Wieckert:

Scott Becher requested that I advise you of the meeting of the Wisconsin Condominium Association which was held May 19, 2003. On that date, the membership informally reviewed AB 254.

The Wisconsin Condominium Association is comprised of more than 125 associations with membership as far north as Eagle River and as far west as La Crosse, with the concentration of membership located in southeastern Wisconsin.

The Association did not take formal action approving or disapproving the bill, nor did it discuss every aspect of the bill. Nevertheless, the consensus was that the proposed bill is a good one and does fulfill the charge of the Special Committee on Condominium Law Review,

“to study ways to protect the investments of current and future condominium unit owners and ways to facilitate the appropriate development of the condominium form of property ownership.”

Steve Wieckert, Chairman  
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Page 2

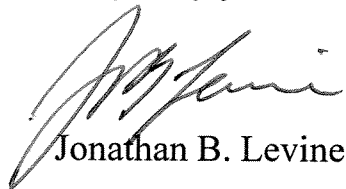
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There was disagreement with one section of the bill, and that was section 12, which provides for mandatory arbitration. The consensus was that voluntary arbitration is appropriate. But mandatory arbitration would interfere with the ability to collect assessments, diminish the strength and validity of warranty claims, and annul rights to a court hearing, due process, the right to join parties and the right to appeal. A condo buyer does not knowingly bargain for that.

In conclusion, the Association believes that a well-drafted bill not dissimilar from the draft currently before the Committee would protect and enhance the value of a substantial portion of Wisconsin housing. The Association will continue to monitor the bill's progress to insure that it continues to protect the current homeowners of Wisconsin condominiums.

The Association urges the Housing Committee to conduct hearings on this bill as soon as reasonably possible, and it thanks you for your leadership in this matter.

Very truly yours,



Jonathan B. Levine

JBL/dms

June 8 2003

Hello!

While Bob Jensen is taking some time off as Facilitator to re-group, plan, etc, I offered to mail some information to you about our group in Milwaukee.

Your group is starting out about the same as the Milwaukee group back in 1988. We could not find the right time to schedule a meeting. If we scheduled noon meetings, we lost the early morning people. If we scheduled dinner or evening meetings, we lost the noon people. Finally, we picked the third Monday of each month, except for August and December and we used a start time of 7:30am. And, we gained some people and we lost some people but slowly we began to grow. Also, we moved meeting locations 5 times and each time we gained and lost members. But by keeping the meetings on a monthly basis, with and without outside speakers, we have grown. At last count, we have 126 condominium communities. For the first time, we are taking a census among the group and as of yesterday, with 32 communities responding, the 32 represent 1,966 condominium owners. What will the total be?

I have enclosed some information and the current newsletter for our group. I hope that you will continue to meet in your area and grow. You are also welcome to join our group and attend meetings whenever you are in the area and each time the newsletter is published, you will receive a copy.

This fall, a half day plus workshop is going to be offered in the Waukesha area with several speakers on topics of common interest. Each speaker will do a repeat presentation several times so you should be able to sit in on each presentation. More information on the workshop as it develops.

Also, in the Assembly in Madison, AB 254 is in committee and you should ask your State Rep or Senator for a copy ....it has about 42 pages of proposed changes for Chapter 703. Your group should become familiar with these proposed changes and support the changes favorable to us. These are many opportunities to improve Chapter 703. If you do not become involved, the changes will not occur.

I hope your group will continue to meet, that your group will continue to grow. Someday, I hope your group and Milwaukee will be able to also network with groups which should be formed in Janesville-Beloit, Madison, Fox Valley, La Crosse, Eau Claire, Door County, Rhinelander, etc.

Please let me know if you have any questions. Please support your Facilitator and your group!

  
Roger Raasch

**The Wisconsin Condominium Association**

**Started in 1988**

**Founder and Current Facilitator: Roger M. Raasch**

**Home Address: 7247 South Delaine Drive Oak Creek Wi 53154-2409**

**E mail R04041@aol.com Voice Mail (414) 297 9896**

**R04041@aol.com**

This non-profit group was formed to facilitate monthly meetings for condo officers, directors and residents for three primary reasons. First, to swap information to make things run smoothly in each homeowners association. Second, to keep the resale values of condominiums increasing in value. Third, to keep a positive image about condominium living in the public eye. Other related benefits are meeting great people with common interests and concerns about condominiums.

There are no dues, fees, fund raisers or officers or committees. The Facilitator serves without compensation or reimbursement for expenses. Each Association does contribute \$20 about every 12 months which is used to pay for the monthly printing and mailing of a newsletter produced after each meeting, as well as name tags used at the monthly meetings.

The monthly meetings are usually held on the third Monday morning of each month except for August and December.

Each month there is either an outside speaker on some topic of common interest or concern or an open forum whereby members tell about their victories, defeats, seek information, inquire as to how others have handled particular situations. Topics discussed at the meetings are published in the monthly newsletter that is mailed after each meeting. Also at each meeting, members mention that they are seeking particular information. This is our "Birds of a Feather" feature. The person will mention that they are seeking a painter, plumber, lawn care service or contract or proposed project specifications information. They mention where they will be after the meeting and after we adjourn, the birds gather to swap information. Usually there are between 3-5 birds at each meeting. We usually adjourn about 9:15am. Sometimes you may seek information, sometimes you may provide the information. Persons attending share information freely and no one is there to overshadow others but rather to work with each other. Those who have been attending over the years fondly refer to our group as "Condo Therapy 101".

This group is unique in that there are no politics or games. Just a genuine interest to meet others and learn and at other times, share or teach others.

Usually in the spring or fall we try to have a half-day workshop starting with continental breakfast, three speakers with good handouts and then a family style lunch. Also in between speakers, some coffee and schmoozing time. Topics covered are law, accounting, insurance, reserves, maintenance, etc.

Your questions and comments are welcome anytime. Please attend a meeting and see if this group is what you have been seeking. Contact me either by e mail or voice mail. Our goal is to have representation from every area in the State of Wisconsin.

At the present time, we meet on the third Monday of the month at 7:30am on the lower level of Mayfair Mall in room G110....there is a stairway and an elevator to the lower level in the main floor northeast corridor. The stairway and elevator entry has a sign suspended from the corridor ceiling identifying the lower level entry as the "Garden Offices East".

How many condos in your Association  
at this time? \_\_\_\_\_

Wisconsin Condominium Association

Contribution Information for Support during 2003

For 2003, please forward a check for \$20 to me. Please make the check payable to Wisconsin Condominium Association or Roger M Raasch. I do not use a commercial checking account and the Bank said I should use a commercial account, yah dah yah dah... but if you make your check payable with the or clause, they will not bug me. Let me know if this is a problem for your Association. Postage continues to increase as does the costs of envelopes, "Hello" stickers, labels, etc but with our continued growth, \$20 from each Association should get us through 2003. If it is not enough, you will be the first to know!! Your Facilitator continues to operate with no reimbursement, compensation, or fringe benefits... but on the other hand, Will Rogers said you usually get what you pay for!!

For the year 2003, please help me update my mailing list by filling in the blanks below... the e mail blank is optional. Send the form and your \$20 check with the OR clause at your earliest convenience. Mailing to only two addresses per Association helps keep costs down.

Please print all information.

1. Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ WI Zip \_\_\_\_\_  
Association name \_\_\_\_\_  
E mail \_\_\_\_\_
2. Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ WI Zip \_\_\_\_\_  
Association name \_\_\_\_\_  
E mail \_\_\_\_\_

Please mail your check during November or December... I would like to have the roster in the left margin complete for the January mailing. If you have questions or problems, please call me or e me.

Traditionally the roster total shrinks for January and February newsletters because of checks coming in late... your help in this bookkeeping matter is appreciated!

We are set for another year of meeting at Mayfair Mall on the third Monday of each month except for August and December... as usual... our meetings are only possible because of your support and attendance.

## Becher, Scott

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**From:** JLaFave@milwcnty.com  
**Sent:** Tuesday, June 24, 2003 11:29 AM  
**To:** scott.becher@legis.state.wi.us  
**Subject:** Inquiry regarding AB-254

Dear Scott,

I'm writing to ask about the status of AB-254, relating to revisions and additions to condominium law. Can you tell me when this bill will receive a public hearing in the Assembly Housing Committee? I'm inquiring on behalf of the Wisconsin Register of Deeds Association.

Sincerely,

John La Fave  
Register of Deeds  
Milwaukee County  
Former member of the Assembly 1993-2003  
Phone 414-278-3083

Paul Reemsnyder

N16 W26561A Wild Oats Dr., Pewaukee, WI  
262-513-0345 Days, 262-695-8560 Eves, 262-513-0346 Fax  
Email: [Paul@Reemsnyder.net](mailto:Paul@Reemsnyder.net), [www.homeownersvoice.org](http://www.homeownersvoice.org)

Coordinator "unofficial"; Spice Creek Condo Unit Owners Transition Assoc. & Editor the Homeowners' Voice, Member of "official" Spice Creek Condo Homeowners Association - Recreation, Grounds and Finance Committees. (ABSOLUTELY NOT AFFILIATED WITH OR REPRESENTING the views of the Board of Directors of, or The Spice Creek Homeowners Association, controlled for 7 years by non residents Fred Loeb, D. Seibel, & J. Bernstein) Member, Wisconsin Condominium Association Milwaukee

6-13-03

To: Representative Steve Wieckert, Chairman Assembly Committee on Housing (also sent E mail)  
Representative Scott Jensen, our Rep., Senator Ted Kanavas, & Legislative Aide Mike Richards,  
Representative Tom Sykora, Chairperson, Rep. Jeff Fitzgerald, Housing Committee, Rep. John LaFave  
Senator Jon Erpenbach, Co-chairperson of Special Com., Senator Alberta Darling, Senator Special Com.  
All other Legislators, Donald Dyke, Staff Attorney, Legislative Council  
Governor James Doyle, Attorney General Peg Lautenschlager

Copy To: Mayor Jeffrey Nowak, City of Pewaukee, City Planner/Administrator, Harlan K. Clinkenbeard,  
President Common Council Dist 2, Michael Pazdernik, & other Aldermen & Plan Commissioners  
Dale Shaver, Waukesha County Parks & Land Use, Daniel Finley, Waukesha County Executive  
Pharis Horton, Attorney on the Special Committee, Chuck Gobel, Special Committee Member  
Roger Raasch, Special Comm. Member and Facilitator of Wis Condominium Assoc. Milwaukee  
Steve Hartman, Attorney, Trapp & Hartman, SC, Jonathan Levine, Atty, Member Wis Condo Assoc.  
William Malkasian, CAE, President Wis Realtor's Assoc. Matt Moroney, Exec Dir, Mil Area Bldrs Assoc.  
Fred Loeb, Declarant,

President/Director (Controlling 3 votes of 5) Spice Creek Condominium Association

President of Capital Associates Inc & Spice Creek LLC (Builder/Developer of Spice Creek Condo's)

President of Affiliated Capital (Declarant's Management firm for Spice Creek Condominiums)

Daniel D. Seibel, Declarant appointed Director Spice Creek Condo Assoc., Godfrey & Kahn

Joseph M. Bernstein, Declarant appointed Dir of Spice Creek Condo Assoc., Godfrey & Kahn

Vito Taphorn, LaSalle National Bank, (Mortgagor Bank co-signs some documents with Declarant)

Ron Sonderhouse, Joe Posick, Homeowner elected Directors, Spice Creek Condo. Association

**240 Spice Creek Homeowners** (158 to be sent to our email users to hand carry to many of the  
70 without Email contact, and we will personally deliver to those not covered).

From: Paul Reemsnyder, Homeowner, at Spice Creek Condominiums, Pewaukee, WI

Dear Representatives Wieckert, Jensen and Senator Kanavas, Governor Doyle, other Wis State Personnel

Re: Again, we ask: **FREE US FROM SS 703 SANCTIONED DECLARANT CONTROL!**

At our Wisconsin Condominium Association Meeting May 5<sup>th</sup>, our program was "**Assembly Bill 254**", moderated by Attorney Jonathan Levine. All members were encouraged to make their suggestions to you. Our Spice Creek Condominium group also feels a civic duty to **continue** our efforts to get SS 703 improved for the benefit of future Wisconsin Condo buyers. We previously wrote letters to Legislators on 2-28-01, 10-13-02 and 4-18-03, which are posted to our web site. We know of no other way (other than if necessary, some day, involving investigative reporters for verification) to get our message across, than to describe to you experiences we presented in our letters to show how **SS 703 Authorized - Declarant Control for 10 years creates an "air tight" support of "absolute control" (with no checks and balances) for the Declarant, and virtually makes bonded servants out of condo owners.** The examples beyond our ability to control are:

1. The professionalism, performance or **price** (twice competitor's and was raised over contract price) - of our Management firm (Declarants own) and Declarant's taped response; "I could make it \$100/unit"/mo.
2. The display of 703 power shown by Declarant by not repaying for 18 months his mis-charged construction costs to Homeowners Association, even when proven wrong (by his accountants in writing).
3. The Auditing firm, chosen by the Declarant is not charged with looking out for concerns of unit owners, and even though one of our Directors audits bills paid weekly, he does not cover all aspects of auditor audits.
4. No monitoring controls were incorporated in 703 to control Declarant's absolute control and actions.

5. The Declarant controlled the Newsletter, and would not allow publication of "matters" he wanted to hide.  
6. When we started our Independent Newsletter, Declarant passed a Regulation that all communications had to be mailed (cost \$100), and could not be attached to the door as had been our practice for the official paper.  
7. Additional "expenditures" Declarant paid out of our Association Funds that he will not repay, that we feel were his construction responsibilities, or problems he left uncorrected are at this link and on our web site at <http://www.homeownersvoice.org/buildertodo.htm>. He is the final word; "who will", or "if will" – PAY!

8. Our 4-18-03 letter described an issue that was probably the most flagrant example of Declarant Control and power, and since writing, we have had to hire an attorney to threaten to sue, to get our **Recreational Facilities** back. Declarant recorded (8-18-99) three documents that transferred our \$500,000 Recreational Facility to his building Company a year after it had been submitted to the Condominium as a Common Element, owned by all Unit Owners as Tenants-in-Common as set forth in our Declaration. On 5-5-03 we homeowners (210 of us) petitioned the Common Council to have his latest Request for Expansion corrected to remove conflicting documents that included his claim he was owner of the Rec Facilities. Responding, in his letter of 5-5-03; Declarant agreed to give up any control, IF the Homeowners Association would indemnify his Building Company against all claims arising out of ownership of the Recreational Center". To obtain this approval for **his own indemnification**, in a May 20<sup>th</sup> Homeowner's Association closed Board Meeting, Declarant's vote plus his "proxy" vote for his two appointed silent Directors, gave him the majority needed to get the agreement. This is similar to how he initially removed the Rec Facilities, signing alone for the Homeowners Assoc. to Quit Claim deed the Rec Facilities to his Company. **That is Declarant control!**

9. To hopefully bring an end for us to this saga of seven years of problems under 703 Declarant control, we mention here that we expect to reach 50% occupancy (273 units) in a few months and at that time ESCAPE and take over control of the Association. Even this might end up a problem to add to our next letter to you, because in the past our Declarant claimed that we needed 75% to get control. However, our By Laws IV (2)(c) state; "A special meeting shall be held **prior**" to the conveyance of Units to which **50%** of the Allocated Interest in the Condominium Appertain where one of the directors appointed by Declarant shall resign and the Unit Owners Other than the Declarant shall elect one new Director" (which will give us a majority 3 to 2). And, SS703.15 (2)(d) confirms our actions: "... Prior to the conveyance of ... 50% of the common elements to purchasers, an association shall hold a meeting and the unit owners other than the Declarant shall elect **at least 33 1/3%** of Directors ..." We comply with both, and we will ask our Declarant if he or the Board of Directors want to call the Special Meeting for election of our third Director, or if not, we Unit Owners will call it, pursuant to our By Laws Article II, Section 6 Special Meetings.

At the Wisconsin Condo Assoc., we find others have 703 problems; for instance, Unit Owners from Hidden Oaks in Greenfield, have a lawsuit with the same Declarant and will also be writing to you. Our "White Papers" describing how SS 703 and AB254 relate to our Declaration and By Laws and Declarant's actions are at [www.homeownersvoice.org](http://www.homeownersvoice.org). You can see from the many different examples above that it will take many changes to 703 to enforce controls on the significant powers 706 gives to Declarants. But, as a start;

A. PLEASE CONSIDER our BASIC recommendations that 703.15 (2)(c) **Declarant Control** (a) should read "Three Years in the case of an expandable condo" (not 10 yrs). (Declarants remind us that they want to keep control so that they can make sure the development remains salable to the end of their building, but we say, so do the majority of Homeowners). B. Also, consider setting up a mandatory first step arbitration "program"? (with opportunity for following legal action?). C. Require Declarant to deal with a non-related Management firm, confirmed by 3 competitive quotations. D. Provide Purchasers the Declaration, By Laws, Amendments and Contracts at date "Earnest Monies" paid, not at closing, allow adequate time for review.

We stand ready to address these matters with you to help you be able to make the **changes to SS 703 that will stop the trapping of Wisconsin Condominium buyers into "bondage" to Declarants.** We will be calling you in two weeks, however, if better for you to call at your convenience, please do.

Paul Reamsnyder





Paul Reemsnyder  
N16 W26561A Wild Oats Dr., Pewaukee, WI  
262-513-0345 Days, 262-695-8560 Eves, 262-513-0346 Fax  
Email: [Paul@Reemsnyder.net](mailto:Paul@Reemsnyder.net), [www.homeownersvoice.org](http://www.homeownersvoice.org)  
Coordinator "unofficial"; Spice Creek Condo Unit Owners Transition Association  
and Editor of the Homeowners' Voice

6-13-03

Fred Loeb  
Capital Associates  
9941 N River Rd.  
Mequon, WI 53092

Dear Fred,

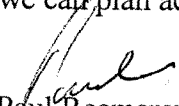
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Inasmuch as we need time to elicit our Homeowners' input and ideas about how they want to manage the Association, and develop the plans to be ready to "operate" once you have sold your 273<sup>rd</sup> unit, and our By Laws call for the election "prior" to the attaining 50%, we propose have an election in August for our third Director.

Do you as President of the Association want to call the Special Meeting for election of our third Director, or do our Directors want to do that, or if not, we Unit Owners will call it, pursuant to our By Laws Article II, Section 6 Special Meetings.

We plan to work with you as our Builder/Developer in a cooperative manner, in order to maintain and increase the value of our joint investment.

Would you please let us know your intentions about calling the meeting by July 10<sup>th</sup> 2003 so we can plan accordingly?

  
Paul Reemsnyder

Copy to All Spice Creek Homeowners, including the Unit Owners Transition Association group and Joe Posick, Ron Sonderhouse, our Unit Owner Directors, & Atty. Steve Hartman, Directors Joseph Bernstein and Daniel Seibel

Step Wickert

Thank you

for your

help - how

can we help

you?

R

# Jonathan B. Levine

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MILWAUKEE, WISCONSIN 53217-1633  
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DIANE M. STARK  
LEGAL ASSISTANT

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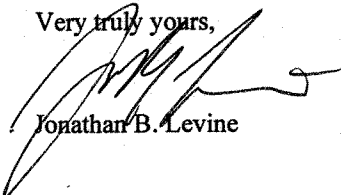
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The Association urges the Housing Committee to conduct hearings on this bill as soon as reasonably possible, and it thanks you for your leadership in this matter.

Very truly yours,



Jonathan B. Levine

# The Wisconsin Condominium Association Newsletter

Roger M. Raasch, Facilitator

7247 S. Delaine Drive, Oak Creek, Wisconsin 53154

E-mail at [R04041@aol.com](mailto:R04041@aol.com)

Voice Mail, any hour/ time: (414) 297-9896

"Since 1988"

## 168<sup>th</sup> Meeting May 19th 2003

Looking ahead to our June meeting, we meet on the 16<sup>th</sup> at 7:30am in Room G 110, Mayfair Mall... our speaker is Barbara D. Wick, CPUC, ARM, AIS, and president of CARMIC LLC located in Northfield, Illinois...her expertise is the insurance industry and she will present her view of the insurance market place today, how an association can best present itself through good risk management and specification/submission development so you will be seen favorably by available insurance carriers... plus other related insurance items... very timely... your chance to update and get answers and compare how you are doing on your insurance coverage...and if you meet someone from a condo community that does not belong to our group, please invite them.

Villa du Cour.....Milwaukee  
 Villa Vista.....Menomonee Falls  
 Village at Serenity.....Hartford  
 Village at Westhaven.....Oshkosh  
 Village on College Ave.....So Milwaukee  
 Village Manor.....Shorewood  
 Wexford Downs.....Brookfield  
 Whispering Bay.....Mukwonago  
 Whispering Hills.....Milwaukee  
 Whitnall Park Terrace.....Franklin  
 Whitstone.....Franklin  
 Williamsburg Park...(86).....Greenfield  
 Willow Glen.....Hartford  
 Willows of.....New Berlin  
 Windermere.....Greenfield  
 Woodland Village.....Greenfield  
 Woods Edge.....Waukesha  
 Wood-Haven Bridges.....Greenfield

Room for more communities!!!!

Ambenwood.....Greenfield  
 Arbor Oaks at Fiddler Creek.....Waukesha  
 Armour Court.....Greenfield  
 Aspen Court 21.....Oak Creek  
 Bay Breeze.....Muskego  
 Bayside Court.....La Crosse  
 Beechnut Woods.....Grafton  
 Birchwood.....Waukesha  
 Birchwood Ridge.....Madison  
 Birchwood/River Park.....Mukwonago  
 Biver Woods.....West Allis  
 Blackhorse Terrace.....Greenfield  
 Bostonian Village North.....Milwaukee  
 Bostonian Village South.....Milwaukee  
 Brookridge.....New Berlin  
 CA Pewaukee Park Hills.....Pewaukee  
 Cambridge Village.....Greenfield  
 Camelot Trails.....(90).....Oak Creek  
 Cedarwoods.....Waukesha  
 Clayton Crest Terrace.....Greenfield  
 Cloisters of Greenfield.....Greenfield  
 Cloisters Northwest.....Milwaukee  
 Cloisters of Tuckaway.....Greenfield  
 Cobblestone Village.....Grafton  
 Country Club Villas.....Waterford  
 Colony Ridge.....Milwaukee  
 Crosswinds.....Cudahy  
 Crosswinds at the Woods Il.....Cudahy  
 Deerfoot.....Eagle River  
 Devonshire Village.....West Bend  
 Douglas Plaza.....Elm Grove  
 East Sutton Place.....Waukesha  
 Elm Court.....Waukesha  
 Forest Hill Village.....Franklin  
 Forest Point at Westridge.....New Berlin  
 Foxwood Isle.....Waterford  
 Gazebo.....Greenfield  
 GlenBrooke.....Jackson  
 Hampden Pines.....Pewaukee  
 Harford Square.....Hartford  
 Harrogate.....Waukesha  
 Heather Ridge.....Brookfield  
 Hickorywood.....West Allis  
 Hidden Fields Village.....West Bend  
 Hidden Meadows.....Watertown  
 Hidden Valley.....Franklin  
 Highlands of Mayfair.....Wauwatosa  
 Jade Gardens.....Milwaukee  
 Knickerbocker/Lake.....Milwaukee  
 LaCasa Colonial.....Whitefish Bay  
 Lake Park West.....Germantown  
 Linden Park.....La Crosse  
 Lone Oak.....Menomonee Falls  
 MacKenzie Square.....Franklin  
 Madison House.....Waukesha  
 Majestic Manor North.....Racine  
 Maples I.....West Allis  
 Maples II.....West Allis  
 Maples IV.....West Allis  
 Maple Leaf Vill.....Greenfield  
 Market Place.....Oak Creek  
 McKinley Commons I.....Cedarburg  
 McKinley Commons II.....Cedarburg  
 Meadow Wood.....Brookfield  
 Meadowbrook Manor.....Slinger  
 Meadows of Stonecrest.....Greendale  
 Meadows of Franklin.....Franklin  
 Mequon on the Square.....Mequon  
 Mill Valley.....Milwaukee  
 Newport Court.....Milwaukee  
 Nicolet Parc.....Glendale  
 Oakbrook Village.....Greenfield  
 Oak Ridge.....Hartland  
 Oakwood.....Brookfield  
 Oakwood Village.....Germantown  
 Parc Renaissance.....Milwaukee  
 Parnell Woods.....Milwaukee  
 Pewaukee Park HillsCA.....Pewaukee  
 Pine Ridge.....Grafton  
 Poplar Creek II.....Cudahy  
 Princeton Place.....Pewaukee  
 Quail Run.....Hartland  
 Ravina Parc.....Milwaukee  
 Ridgewood Village.....Greenfield  
 Riverfront Lofts.....Milwaukee  
 Rolling Hills Estate.....Port Washington  
 Rosewood Village.....Waukesha  
 Royal Orleans.....Milwaukee  
 Rustic Manor.....Greenfield  
 Sauk Creek.....Port Washington  
 Shaker Heights.....Milwaukee  
 Sister Bluff Estates.....Sister Bay  
 Spice Creek.....Pewaukee  
 Spring Brook.....DeForest  
 Spring Terrace South.....Milwaukee  
 Stonehedge.....Greenfield  
 Summit House.....Milwaukee  
 Sutton Place.....Waukesha  
 Tamarack Meadows.....Menomonee Falls  
 Tamarack Village.....Menomonee Falls  
 The Grove.....Brookfield  
 The Trees.....Milwaukee  
 Toldt Woods.....Brookfield  
 Townhomes of.....Whitefish Bay  
 Turtle Creek II.....Brookfield  
 Vicksburg Estates.....Brookfield  
 Vienna Court.....Milwaukee

Please respond this month either via e mail, surface mail or telephone call and tell me the number of condominium units in existence at this time in your condominium community We have never done a census but I would like to gather this information and publish the number of residential condominiums in your condominium community at this time. The information will be published next to your community name in the roster of this newsletter. (Number will be in parenthesis). Remember, the number should reflect only those condos in existence at this time. What is your guess as to what the current total number will be?... from now on when we renew memberships in January, I will ask the same question and hopefully the total number will increase each year...at the present time, we have 127 communities. (Two communities totals are already entered...Camelot Trails and Williamsburg Park)

This morning, our speaker was Attorney Jack Levine who was welcomed by 66 members and guests...and some of the guests made a commitment to join after the meeting...always love it when a condo community discovers us and likes what we do and the friendliness of the group...many of you make it a point to sit next to someone new to you each month...best way to schmooze!!! Jack had a 46 page handout on Assembly Bill 254 and covered some of the good things in 254 and some of the not so good things...and a reminder that the Legislature has a big job at the present time with the budget and so Chapter 703 review, modifications, and proposed changes really does not have a high priority in Madison. The Legislature concerns with the budget are understandable but if we all contact our State Representatives and State Senators and mention that AB 254 is of concern to us and our way of life, no doubt the Legislature will find time to hear our concerns. Hearings will be held in Madison in the future and when the dates are known, we will share the information. Meanwhile, please familiarize yourself with the proposed changes...call or write your Representative or Senator and ask for the draft copy of AB 254...those at the meeting this morning received a copy from Jack You can also e to [lcp.council@legis.state.wi.us](mailto:lcp.council@legis.state.wi.us) and ask for the Special Committee on Condo Law Review, April 24,2003, RL 2003-10. If we do not pursue improving Chapter 703, no one will...it is up to us...the proposed changes deal with things like disclosures to condo unit buyers, reserve requirements, annual budget requirement, rentals of condo units, unit owner and tenant liability for certain violations, enforcement of association imposed assessments and charges, declarant responsibilities, arbitration provision for resolving disputes, repeal of provision on uncompleted units plus more...again, the Legislature is very busy with the budget but this bill is important to our way of living, owning and selling...please get involved. Your State Representative and State Senator do care about your concerns and the concerns of your condominium community...and as condominium communities continue to grow in number across the State, all of us have an obligation to make condominium ownership understandable to the buyers...if we can concentrate on educating first time Buyers, many of the problems will disappear...second and third time Buyers have the scar tissue/memories of what to ask, what to look for, how to research before making an offer to purchase...let us help in the process of educating the first time Buyers!

On the reverse side, there is a reprint of Jack Levine's comments being sent to Representative Wickert...our newsletter will also be mailed to other members of the committee working on AB 254...and again, your personal contact will be a help to start making changes to the present Chapter 703 statute...if we can get real estate brokers, builders, buyers, sellers, attorneys (put them in any order) all working together for the common good of condominium ownership, we will have made living and owning a condominium more understandable and eliminate some of the possibilities of regret, anger, when some first time buyers experience disappointment for making a commitment/purchase of a condominium...AB 254 is a good start and an opportunity for all of us to help. (Our deep appreciation to Attorney Jack Levine for his time and efforts in this cause...especially for summarizing and writing to Representative Wickert.)

Remember the June 16<sup>th</sup> meeting...insurance and the insurance industry continue to be of interest to all owners...condo or detached...bring a friend!!! Hopefully we will have a committee member on AB 254 be our speaker for July...hopefully.

- Authorizes the condominium declaration to permit the condominium association, under specified circumstances, to bring an eviction action against a tenant who fails to comply with the declaration, bylaws, or association rules or who commits any act or omission that is grounds for eviction under current law.
- Requires the declaration to include requirements or restrictions on the rental of residential units (or reference to any requirements or restrictions in the bylaws) and requires the executive summary of disclosure materials for buyers of units to indicate whether unit owners may rent their units and any restrictions on the rental (or reference where the restrictions may be found).
- Allows the bylaws to prohibit a unit owner from serving as a director of the condominium association unless the owner occupies the unit or to specify the proportion of nonoccupant unit owners who may serve as directors.

**Unit Owner and Tenant Liability for Certain Violations**

- Makes unit owners and tenants of condominium units liable for any charges, fines or assessments imposed pursuant to association bylaws or rules for failure to comply with the statutes governing condominiums, the declaration, the bylaws, or the association rules. If the association gives notice to the unit owner of a tenant's violation, the unit owner is liable for charges, fines, or assessments that remain unpaid by the tenant 30 days after the tenant first received notice of the charges, fines, or assessments.

**Enforcement of Association-Imposed Assessments and Charges**

- Expands the lien provisions of current law to allow placement of a lien on a condominium unit for failure to pay charges, fines, or assessments for damages to the condominium or for violations of the declaration, bylaws or association rules, in addition to failure to pay assessments for common expenses.

**Declarant Responsibility**

- Makes the declarant liable for the proportionate share of actual common expenses incurred during the period of declarant control when units owned by the declarant are exempt from assessments until sold.
- Requires the creation and maintenance of, and access to, financial and operational records of the association during the period of declarant control and, during that period, and one year after, requires the association to arrange for an independent audit of financial records if requested by a specified number of owners.

(2)

**Arbitration Provision for Resolving Disputes**

- Allows the declaration to provide for mandatory arbitration under ch. 788, Stats., of disputes involving the interests of the declarant, unit owners, association, or board of directors when the disputes arise out of the declaration, bylaws, or rules.

**Small Condominiums**

- Expands the application of the current provisions on small condominiums by increasing the maximum number of units in a "small condominium" from four to 12 and eliminating the requirement that all of the units be restricted to residential uses.

**Repeal of Provision on Uncompleted Units**

- Repeals s. 703.255, Stats., which provides that if a declarant fails to complete any unit described in the declaration within a specified time, the declarant must obtain agreement for an extended time to complete the units; if the agreement is not obtained, the declarant "loses" the uncompleted units (the declarant must remove the units from the declaration and adjust percentage interests and votes accordingly).

(3)

OVER

If you can fill in the blanks, you are up to date!

I live in the city/village/town of \_\_\_\_\_

I live in the \_\_\_\_\_ Aldermanic\* district (Or do you have Trustees?)

My Alderman\* is \_\_\_\_\_  
I live in \_\_\_\_\_ county

My county Supervisor is \_\_\_\_\_

My county District number is \_\_\_\_\_

I live in the Wisconsin State Representative District number \_\_\_\_\_

My State District Representative is \_\_\_\_\_

I live in Wisconsin State Senate District number \_\_\_\_\_

My Wisconsin State Senator is \_\_\_\_\_

I live in U.S. House of Representatives Congressional District number \_\_\_\_\_

My U.S. Representative or Congressman\* is \_\_\_\_\_

My U.S. Senators are

1. \_\_\_\_\_

2. \_\_\_\_\_

\*if you prefer, use "person" instead of "man"

(END)

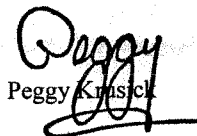


PEGGY KRUSICK  
STATE REPRESENTATIVE

Enclosed is a memo discussing the condominium bill (AB 254). The first three pages will probably be most useful for your newsletter.

Hope this helps.

Sincerely,

  
Peggy Krusick

**PART I**

**KEY PROVISIONS OF COMMITTEE RECOMMENDATION**

**2003 ASSEMBLY BILL 254, RELATING TO REVISIONS AND ADDITIONS TO CONDOMINIUM LAW**

**Disclosure to Condominium Unit Purchases**

- Requires an executive summary, highlighting important disclosure items or indicating where in the other disclosure materials the items may be found, to be included in the disclosure materials that must be furnished by a seller of a condominium unit to a buyer.
- Requires a condominium unit owner who is transferring ownership to include specified information pertaining to the condominium unit in an addendum to the real estate condition report currently required under ch. 709, Stats.

**Reserve Requirement**

- Requires a declarant (condominium developer) or condominium association to establish a "statutory reserve account" to fully or partially fund repairs and replacements of common elements other than routine maintenance, unless the declarant or association elects not to establish an account pursuant to specified procedures. The provisions generally apply only to exclusively residential condominiums, other than small condominiums. Small condominiums and mixed-use condominiums (residential and nonresidential units) may choose to be governed by the provisions.

**Annual Budget Requirement**

- Requires condominiums that include at least one residential unit to adopt and distribute to all unit owners an annual budget setting forth specified information.

**Rental of Condominium Units**

- For rentals or leases of residential condominium units of more than one month or periodic residential tenancies of more than one month:
  - Provides as a matter of law that the tenant agrees to comply with the statutes governing condominiums, the rules and bylaws of the association, and the provisions of the condominium declaration.
  - Requires written rental agreements to be provided to the association and provides a means of contacting or giving notice to a tenant or unit owner who is party to a rental agreement or tenancy.

# The Wisconsin Condominium Association Newsletter

Roger M. Raasch, Facilitator

7247 S. Delaine Drive, Oak Creek, Wisconsin 53154

E-mail at [R04041@aol.com](mailto:R04041@aol.com)

Voice Mail, any hour/ time: (414) 297-9896

"Since 1988"

170<sup>th</sup> Meeting July 21<sup>st</sup> 2003

This month we welcome

**Rolling Meadows of Oak Creek (88)**

**Crosswinds at the Creek of Cudahy (26)**

**The Oaks Westview....(10)....Greenfield**

**Danell Heights.....(132)....Menomonee Falls**

With 74 communities reporting, we are up to 4,710 homes or if you prefer, units... waiting for the remaining 58 communities to respond. If your Association has not responded as of this date, please call or e mail me your Association's number of units or homes... would like to get 100% participation... please respond today!

Please invite other communities to join us!

Townhouse of ....(96)...Whitefish Bay  
Turtle Creek II....(12)...Brookfield  
Vicksburg Estates....(42)...Brookfield  
Vienna Court.....Milwaukee  
Villa du Cour.....(236)....Milwaukee  
Villa Vista.....Menomonee Falls  
Village at Serenity....(66)....Hartford  
Village at Westhaven....(54)....Oshkosh  
Village on College Ave....So Milwaukee  
Village Manor.....Shorewood  
Wexford Downs.....Brookfield  
Whispering Bay.....Mukwonago  
Whispering Hills....(207)....Milwaukee  
Whitall Park Terrace....(66)....Franklin  
Whitstone.....Franklin  
Wilderness North....(64)....Brookfield  
Williamsburg Park....(86)....Greenfield  
Willow Glen.....(28)....Hartford  
Willows of....(88)....New Berlin  
Windermere.....(45)....Greenfield  
Woodland Village.....Greenfield  
Woods Edge.....Waukesha  
Wood-Haven Bridges.....Greenfield

Amberwood.....(91).....Greenfield  
Arbor Oaks / Fiddler Crk. (32).....Waukesha  
Armour Court.....(66).....Greenfield  
Aspen Court 21.....Oak Creek  
Bay Breeze.....(74).....Muskego  
Bayside Court.....(30).....La Crosse  
Beechnut Woods.....(68).....Grafton  
Birchwood.....(16).....Waukesha  
Birchwood Ridge.....Madison  
Birchwood/River Park.....Mukwonago  
Biver Woods.....(42).....West Allis  
Blackhorse Terrace.....Greenfield  
Bostonian Village North....(58) Milwaukee  
Bostonian VII South....(28)....Milwaukee  
Brookridge.....New Berlin  
CA Pewaukee Park Hills.....Pewaukee  
Cambridge Village....(58)....Greenfield  
Camelot Trails.....(90)....Oak Creek  
Cedarwoods.....(36)....Waukesha  
Chateau Parc.....48)....Grafton  
Clayton Crest Terrace....(52)....Greenfield  
Cloisters of Greenfield....(144)....Greenfield  
Cloisters Northwest....(144) Milwaukee  
Cloisters of Tuckaway (144) Greenfield  
Cobblestone Village....(22)....Grafton  
Country Club Villas....(53)....Waterford  
Colony Ridge.....(8)....Milwaukee  
Crosswinds.....(9)....Cudahy  
Crosswinds at the Woods II....Cudahy  
Crosswinds at the Creek (26)....Cudahy  
Danell Heights(132)....Menomonee Falls  
Deerfoot.....Eagle River  
Devonshire Village.....West Bend  
Douglas Plaza.....(48)....Elm Grove  
East Sutton Place.....Waukesha  
Elm Court.....(16)....Waukesha  
Forest Hill Village.....Franklin  
Forest Point / Westridge.....New Berlin  
Foxwood Isle.....Waterford  
Gazebo.....(54)....Greenfield  
GlenBrooke.....Jackson  
Hampton Pines.....(86)....Pewaukee  
Hartford Square.....(152)....Hartford  
Harrogate.....Waukesha  
Heather Ridge.....(44)....Brookfield  
Hickorywood.....(60)....West Allis  
Hidden Fields Village.....West Bend  
Hidden Meadows.....Watertown  
Hidden Valley....(40)....Franklin  
Highlands of Mayfair....(36)....Wauwatosa  
Jade Gardens.....(116)....Milwaukee  
Knickerbocker/Lake.....Milwaukee  
LaCasa Colonial.....Whitefish Bay  
Lake Park West....(286)....Germantown  
Linden Park.....La Crosse  
Lone Oak.....Menomonee Falls  
MacKenzie Square.....(64)....Franklin  
Madison House.....72)....Waukesha  
Majestic Manor North....(32)....Racine  
Maples I.....(8)....West Allis  
Maples II.....(8)....West Allis  
Maples IV.....(11)....West Allis  
Maple Leaf Vill.....Greenfield  
Market Place.....(22)....Oak Creek  
McKinley Commons I....(38)....Cedarburg  
McKinley Commons II....Cedarburg  
Meadow Wood.....Brookfield  
Meadowbrook Manor.....Slinger  
Meadows of Stonecrest (33) Greendale  
Meadows of Franklin....(32)....Franklin  
Mequon on the Square.....Mequon  
Mill Valley.....Milwaukee  
Newport Court.....Milwaukee  
Nicolet Parc.....Glendale  
Oakbrook Village.....Greenfield  
Oak Ridge.....Hartland  
Oakwood.....Brookfield  
Oakwood Village.....Germantown  
Parc Renaissance.....Milwaukee  
Parnell Woods.....Milwaukee  
Pewaukee Park Hills CA.(128)Pewaukee  
Pine Ridge.....Grafton  
Poplar Creek II.....(8)....Cudahy  
Princeton Place.....(44)....Pewaukee  
Quail Run.....(8)....Hartland  
Ravina Parc.....Milwaukee  
Ridgewood Village....(56)....Greenfield  
Riverfront Lofts.....(36)....Milwaukee  
Rolling Hills Estates(40)....Pt Washington  
Rolling Meadows....(88)....Oak Creek  
Rosewood Village....(60)....Waukesha  
Royal Gardens.....(180)....Brown Deer  
Royal Orleans.....Milwaukee  
Rustic Manor....(17)....Greenfield  
Sauk Creek.....Port Washington  
Shaker Heights.....Milwaukee  
Sister Bluff Estates....(51)....Sister Bay  
Spice Creek.....(240)....Pewaukee  
Spring Brook.....DeForest  
Spring Terrace South.....Milwaukee  
Stonehedge.....Greenfield  
Summit House.....Milwaukee  
Sutton Place....(9)....Waukesha  
Tamarack Meadows 28 Menom' Falls  
Tamarack Village.....Menom' Falls  
The Grove.....Brookfield  
The Oaks Westview....(10)....Greenfield  
The Trees.....Milwaukee  
Toldt Woods.....Brookfield

At our meeting this morning, we had 65 members and guests to hear 8<sup>th</sup> District State Representative Peggy Krusick walk us through the legislative process of creating, passing, reviewing, and when necessary, changing bills that have become laws. It was obvious from the outset that creating a bill is difficult because of the wide ranges of interests of individuals and groups. Many persons and groups have different interests for passage or changing a law so creating something that will please everyone is almost impossible... so Peggy continually used the word "compromise"... from outset to passage to changes after passage, be flexible, compromise. She suggested that all of us select several items of personal interest and then contact our respective State Representative and State Senator. She urged personal contact, keep it short, be reasonable, and follow up as the hearings in Madison take place. She felt that petitions are of limited value, preferring again, personal contact. Form letters, copies of form letters, copy machine items with a signature seem to be of little value... personal contact. Find out who your State Rep is, who your State Senator is and contact each elected person representing you. If you want to mention that your Association has "x" number of units who favor the position you are presenting, this could be helpful to your Rep or Senator. We mentioned that while we are an association of common interests, each Association has its own priorities. So, if each of our member Associations will follow through and make their preferences known to their Rep and Senator, no doubt changes will occur. Maybe not every thing that your Association wants but some of the changes you want. There will be a "position paper" created and sent by your Facilitator covering several items and mentioning that these items tend to surface frequently and correction/modification would benefit many, but not all, Associations. (You will receive a copy of the position paper when it is completed and sent to Madison. Meantime, please follow up with your priorities.) **On the reserve side of this sheet and attached is additional information which Peggy created for us. It is a "layman's overview" of AB 254. This overview should help you in your discussion and exchange of ideas with your State Rep and Senator. Again, be factual, objective, direct, when covering points with your elected legislators.**

This morning we reviewed many things about condominiums Builders, Realtors, the present vagueness of Chapter 703. Also, the problem of the initial sale or re-sale of condominiums and disclosures to Buyers, especially first time Buyers. We also discussed the use of Chapter 709, Property Condition Report. And the common complaint that too often, real estate Brokers and/or Realtors do not know or take the time to understand what they are selling when they list a condominium. Part of the problem of Brokers listing and selling is the responsibility of the Broker to their client ie, the Seller. The Broker is supposed to treat Sellers and Buyers fairly, equally, but the Seller is still the client and pays the commission. How far should or does, the Selling Broker go to educate the Buyer? Or should the Buyer, especially the first time Buyer use a Buying Broker to represent their interests? We also discussed the broad use of the term "condominium." There are condominium associations of purely owner occupied, associations of a mixture of owner occupied and rentals, associations of owners, rentals, retail businesses, associations of condos sold and the owners convert the use to a time-share concept and rent the condo out daily, several days, week(s), etc. and finally associations of "just a phase" with the remaining undeveloped adjacent areas hanging in limbo for years or developed/used for other purposes.

There is lots to talk about, lots to do. The condo concept is good and probably Chapter 703 will always be a work in progress as ideas, materials, concepts evolve. Communication between owners is one of the main keys to successful condo communities. Also, keeping promises between all parties. Common sense, decency, respect between all parties also is necessary to make things work. A good newsletter to defuse/destroy the rumors. And those elected to lead the neighborhood (association) should lead with humility, a velvet glove and patience. It is strange how we humans can get into some situations of disagreement and argue but should one of the parties encounter a hardship or tragedy, the other party will immediately aid their adversary... remember the movie, "The Russians are Coming, the Russians are Coming"? Thanks to Peggy Krusick for her presentation...our turn to follow up **No August meeting!**





151 Maple Street, P.O. Box 277 - Johnson Creek, WI 53038-0277

Phone (920) 699-2731  
Fax (920) 699-2733

April 22, 2003

Dear Members of the Wisconsin Condominium Association,

After 23 years in the roofing business I've come to realize that change is the only constant in this world and I am very happy to tell you about an exciting change.

Effective April 22, 2003 I am working with Pioneer Roofing. This change did not come easily or swiftly. Simply stated my reasons for leaving Christiansen Roofing had to do with change. Changes in management, ownership, and philosophy. The company that I started with 23 years ago was not the same as it was when it was a family owned business.

As I said, this decision to make the change did not happen overnight. As a Past President of the Wisconsin Roofing Contractors Association I was familiar with many of the other roofing contractors doing business in southeastern Wisconsin. My search began by contacting a select few. After meeting with some of them I narrowed my choices and began to work on finding a company that matched my ideas relative to customer service, quality workmanship, system availability, and most importantly core values.

We will be getting information out to you regarding the history and capabilities of Pioneer Roofing but rest assured that I did not make this choice quickly. I have always maintained that the primary mission of any business was to create satisfied customers and if that were achieved success would follow. To that end I know that given the opportunity you will like what you see in this company.



While we are not the size of the national company I used to work for, Pioneer Roofing has won several awards for excellence in the roofing industry. Not long ago, we were recognized by the Associated Builders and Contractors for our work on the Greek Orthodox Church in Milwaukee - a Frank Lloyd Wright treasure. In fact we have won more awards in the last ten years than any other company in the state of Wisconsin has won in the last 100 years.

It will be impossible for me to personally contact all of the people I have come to know so if you need anything or have any questions regarding roofing or this change please call me on my new cell phone number at 414-940-1800. You can also contact me at our office. That number is 920-699-2731.

For those of you that have contacted me to give you quotes, put you on my mailing list, or look at your roofs please get in touch with me again. In leaving my prior position I naturally had to leave all lists and records with them.

Finally, I want to assure all of you that my involvement in community groups and associations will continue. As a family owned business that depends on the community for our success we know that we will get back in proportion what we give.

Thanks for your continued confidence.

Best regards,

Tom Halat

**Jonathan B. Levine**  
ATTORNEY AT LAW

8989 NORTH PORT WASHINGTON ROAD  
SUITE 211  
MILWAUKEE, WISCONSIN 53217-1633  
(414) 352-0400  
FAX (414) 352-0909

DIANE M. STARK  
LEGAL ASSISTANT

April 16, 2003

**THE CONDO BILL**

The lengthy condominium bill was re-introduced in the State Assembly this month. No hearings are scheduled yet. The bill, if it becomes law, will affect every aspect of condominium governance. Some of the bill codifies existing case law or practice; some of it is new. You can find the whole bill by requesting Assembly Bill 254 (2003 Regular Session) at [www.legis.state.wi.us/billtext.html](http://www.legis.state.wi.us/billtext.html). Here are some of the proposals that merit your attention.

**Reserve Accounts.** Associations must adopt "statutory reserve accounts" though a declarant need not contribute before sale. An association may "opt out"; there are restrictions on use of funds; some bookkeeping and budgeting requirements, though no funding minimums. (Sections 32, 33.)

**Enforcement Remedies.** Unit owner or tenant liable for charges, fines or assessments for violation of declaration, bylaws and rules. Owner may be liable for tenant infractions. (38) **Enforcement-liens.** Fines, penalties and charges for violation of the declaration, bylaws or rules become "assessments", and thus, liens, subject to effective collection powers. (34)

**Mandatory Arbitration.** Declarant may require mandatory arbitration in a new association, depriving new condo homeowners' of rights to jury, discovery, joinder of parties, and appeals. Voluntary arbitration is already available. (12) **Leases.** Makes explicit that associations may restrict rentals (already in case law) and gives association teeth to evict tenants. (9, 13)

**Board Members.** Bylaws may require that directors be owner-occupants. (17) **Alterations.** Creates a procedure to allow owner to improve (such as enclose) limited common elements and to impose all costs and responsibilities on owner. Unclear on who, if anyone, must approve. (21)

**Amendments.** Creates an alternative procedure for amending declaration which, though somewhat cumbersome, allows write-in ballots. (16) **Developer Responsibilities.** Unit owner is responsible for funding a share of common expenses during period of declarant control. (30)

**Uncompleted Units.** Under current law, declarant has five years from recording to build a unit. This section is repealed. (40)

# The Wisconsin Condominium Association Newsletter

Roger M. Raasch, Facilitator

7247 S. Delaine Drive, Oak Creek, Wisconsin 53154

E-mail at [R04041@aol.com](mailto:R04041@aol.com)

Voice Mail, any hour/time: (414) 297-9896

"Since 1988"

167<sup>th</sup> Meeting April 21st 2003

This month we welcome....

**Tamarack Meadows of Meonomnee Falls ....  
Village on College Ave....South Milwaukee....**

**McKinley Commons I of Cedarburg....**

Dawn Thier of CAI is eager to provide

CAI services and classes to those seeking more information on communications, maintenance, security, board meetings reserve studies, financial management, community management, pets, parking, etc also doing a class on the "abc's of community management"... Fax at 703

684 1581 or e at <http://caionline.org/about/aboutchap.cfm>. Her title is VP Chapter Relations. as she continues to send me information, I will pass it on to you.

Attorney Jack Levine said that Representative Steve Wickert, Room 16 West, State Capitol, P.O. Box 8953, Madison WI 53708 is interested in AB254 but has not had anyone contact him expressing an interest in having the bill re-introduced... more on this topic below... we have another chance to become involved in improving Chapter 703... if we do not become involved, nothing will change... this is a chance for the consumer-side to be heard!

This morning John Poehlmann of Reserve Advisors updated us on those associations with reserves vs those associations without reserves, what is happening in other states in regard to establishing and funding reserve accounts, the fact that lenders are asking to see associations balances regarding reserves, etc. Someday, hopefully, states like Wisconsin will allow condo owners to deduct off of their State income tax returns, the amount that they pay each year into their association reserve account. By allowing the deduction, the funds will be there to keep the common areas in good repair, etc, and neighborhoods will retain their value and revenue from real estate taxes will help as intended... this idea could grow and all owners would be able to fund their account each year with their municipality-depository and draw the money only for future improvements and repairs. Until the funds are drawn, the municipalities would enjoy a little extra interest income. No one likes to see neighborhoods deteriorate and it takes money to keep properties in good repair so why not do things differently? Back to John's presentation this morning, he had several excellent handouts and if you would like copies, call him at (800) 221 9882... he would also welcome the opportunity to attend one of your future Board meetings to discuss your needs. Reserve Advisors is active in 43 states, including DC, so they have a wealth of information to draw from and experiences to share with you... and the price to have him attend your Board meeting is right...FREE! We appreciate John's presentation this morning and also his efforts to put on the workshop... which appears will occur this October... more on the workshop as they finalize things.

We meet again May 19<sup>th</sup> at Mayfair at 7:30am... Mayfair Mall, Garden Suites East... Room G 110... set your alarm clock so that you get there early... this is one of those lucky breaks that you hope for and suddenly it happens! As you know, Attorney Jack Levine has been following up on AB 254 and he did an update on what is happening... (it is reprinted on the reverse side)... and he will be the speaker at our meeting on May 19<sup>th</sup>... this will be a great opportunity to learn the legislative process, what is happening in regard to the bill and how you and your association can help get Chapter 703 improved to everyone's benefit... we learned last year that changing a law is not easy but once again, things are happening and if you want to help, be there on the 19<sup>th</sup>... but that is just the start... you have to find out who your State Representative and State Senator are and let them know about this bill and your associations concern.

Tom Halat, one of the coordinators of the fall workshop, has relocated to Pioneer Roofing he welcomes the opportunity to continue to meet your roofing needs and solve your roofing problems... enclosures for more information.

Amberwood.....Greenfield  
Arbor Oaks at Fiddler Creek.....Waukesha  
Armour Court.....Greenfield  
Aspen Court 21.....Oak Creek  
Bay Breeze.....Muskego  
Bayside Court.....La Crosse  
Bechnut Woods.....Grafton  
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GlenBrooke.....Jackson  
Hampton Pines.....Pewaukee  
Harford Square.....Hartford  
Harrogate.....Waukesha  
Heather Ridge.....Brookfield  
Hickorywood.....West Allis  
Hidden Fields Village.....West Bend  
Hidden Meadows.....Watertown  
Hidden Valley.....Franklin  
Highlands of Mayfair.....Wauwatosa  
Jade Gardens.....Milwaukee  
LaCasa Colonial.....Whitefish Bay  
Lake Park West.....Germantown  
Linden Park.....La Crosse  
Lone Oak.....Menomonee Falls  
MacKenzie Square.....Franklin  
Madison House.....Waukesha  
Majestic Manor North.....Racine  
Maples.....West Allis  
Maples II.....West Allis  
Maples IV.....West Allis  
Maple Leaf VIII.....Greenfield  
Market Place.....Oak Creek  
McKinley Commons I.....Cedarburg  
McKinley Commons II.....Cedarburg  
Meadow Wood.....Brookfield  
Meadowbrook Manor.....Slings  
Meadows of Stonecrest.....Greendale  
Meadows of Franklin.....Franklin  
Mequon on the Square.....Mequon  
Mill Valley.....Milwaukee  
Newport Court.....Milwaukee  
Nicolet Parc.....Glendale  
Oakbrook Village.....Greenfield  
Oak Ridge.....Hartland  
Oakwood.....Brookfield  
Oakwood Village.....Germantown  
Parc Renaissance.....Milwaukee  
Parnell Woods.....Milwaukee  
Pewaukee Park HillsCA.....Pewaukee  
Pine Ridge.....Grafton  
Poplar Creek II.....Cudahy  
Princeton Place.....Pewaukee  
Quail Run.....Hartland  
Rayna Parc.....Milwaukee  
Ridgeview Village.....Greenfield  
Riverfront Lofts.....Milwaukee  
Rolling Hills Estate.....Port Washington  
Rosewood Village.....Waukesha  
Royal Orleans.....Milwaukee  
Rustic Manor.....Greenfield  
Sauk Creek.....Port Washington  
Shaker Heights.....Milwaukee  
Sister Bluff Estates.....Sister Bay  
Spice Creek.....Pewaukee  
Spring Brook.....DeForest  
Spring Terrace South.....Milwaukee  
Stonehedge.....Greenfield  
Summit House.....Milwaukee  
Sutton Place.....Waukesha  
Tamarack Meadows.....Menomonee Falls  
Tamarack Village.....Menomonee Falls  
The Grove.....Brookfield  
The Trees.....Milwaukee  
Toldt Woods.....Brookfield  
Townhomes of.....Whitefish Bay  
Turtle Creek II.....Brookfield  
Vicksburg Estates.....Brookfield  
Vienna Court.....Milwaukee

Villa du Cour.....Milwaukee  
Villa Vista.....Menomonee Falls  
Village at Serenity.....Hartford  
Village at Westhaven.....Oshkosh  
Village on College Ave.....So Milwaukee  
Village Manor.....Shorewood  
Wexford Downs.....Brookfield  
Whispering Bay.....Mukwonago  
Whispering Hills.....Milwaukee  
Whitnall Park Terrace.....Franklin  
Whitstone.....Franklin  
Williamsbug Park.....Greenfield  
Willow Glen.....Hartford  
Willows of.....New Berlin  
Windemere.....Greenfield  
Woodland Village.....Greenfield  
Woods Edge.....Waukesha  
Wood-Haven Bridges.....Greenfield

Room for more communities!!!!!!

Rep Wishef

Thank you for the  
interest you have  
expressed - we need  
it.

Kenneth

**STATE OF WISCONSIN**

To Scott

Date 2/19 Time 1:20pm

**WHILE YOU WERE OUT**

M Roger Resh

of \_\_\_\_\_

Phone 414-571-8888

Telephoned	<input type="checkbox"/>	Please Call	<input type="checkbox"/>
Called to See You	<input type="checkbox"/>	Rush	<input type="checkbox"/>
Returned Your Call	<input type="checkbox"/>	Will Call Again	<input type="checkbox"/>

Message Condominium Bill -  
20th



\_\_\_\_\_  
Party Receiving Call

## Becher, Scott

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**From:** Christianson, Peter C. [PCC@quarles.com]  
**Sent:** Monday, January 12, 2004 4:56 PM  
**To:** scott.becher@legis.state.wi.us  
**Subject:** Assembly Bill 254

Scott -

Thank you for the suggestion on Assembly Bill 254. I have spoken to Mike Theo at the WRA concerning the amendment which the Wisconsin Land Title Association would like to offer to AB 254. Mike asked me to run the traps with a couple entities and then report back to him. I will keep you posted. Again, thanks!

## Becher, Scott

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**From:** Jonathan B. Levine [jbl@jblevine.com]  
**Sent:** Wednesday, April 16, 2003 10:58 AM  
**To:** scott.becher@legis.state.wi.us  
**Subject:** Mailing list for AB 254

Scott, following on our telephone call, would you please put me on the notification list for bills in the Housing Committee so I can learn of the hearings on AB 254 when they are scheduled. I am also asking Roger Raasch, who was on the Joint Legislative Council Committee study committee and heads the Wisconsin Condominium Association, to put Representative Wieckert on the mailing list for items which may be of interest to him and the committee.

Thanks.

Jack

Law Firm of Jonathan B. Levine  
8989 North Port Washington Road  
Suite 211  
Milwaukee, WI 53217  
(414) 352-0400  
jbl@jblevine.com

Our office should be alerted by telephone if you have a time-critical message. Attachments are not opened unless they are identified in advance.





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## WISCONSIN LEGISLATIVE COUNCIL

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*Terry C. Anderson, Director  
Laura D. Rose, Deputy Director*

TO: REPRESENTATIVE STEVE WIECKERT, CHAIR, ASSEMBLY COMMITTEE ON HOUSING

FROM: Don Dyke, Chief of Legal Services

RE: Assembly Amendment \_\_ (LRBa2259/2) to 2003 Assembly Bill 254, Relating to Revisions and Additions to Condominium Law

DATE: February 25, 2004

This memorandum describes the provisions of the above-captioned amendment.

### **INCLUSION OF RENTAL REQUIREMENTS OR RESTRICTIONS IN DECLARATION**

#### **The Bill**

The bill requires the condominium declaration to include: (a) any requirement applicable to or restriction on the rental of residential condominium units; or (b) reference to any such requirement or restriction contained in the bylaws.

#### **The Amendment**

The amendment provides that requirements and restrictions for renting residential units stated in an amendment to the declaration of a condominium established before the effective date of the bill are not binding on leases in effect on the date the amendment is recorded or on unit owners who did not give written consent to the amendment, but is binding on the unit owner once the unit is sold and conveyed to a new unit owner. See item 1. of the amendment.

### **MANDATORY ARBITRATION**

#### **The Bill**

The bill expressly allows the declaration to provide for mandatory arbitration under ch. 788, Stats., of disputes involving the interests of the declarant, unit owners, association, or board of directors when the disputes arise out of the declaration, bylaws, or rules.

**The Amendment**

The amendment deletes this provision. See item 2. of the amendment.

**EVICITION ACTION BY ASSOCIATION**

**The Bill**

The bill provides that the condominium declaration may authorize the condominium association, under specified circumstances, to bring an eviction action against a tenant who fails to comply with the declaration, bylaws, or association rules or who commits any act or omission that is grounds for eviction under current law (a "violation"). Specifically, a declaration may provide that a unit owner, as a condition of renting or leasing the owner's residential unit, grants the association power of attorney to bring in an eviction action against a tenant of the unit owner who commits a violation if the unit owner fails to take reasonable action to evict after being requested to do so by the association. (If within 60 days after the eviction request the unit owner gives notice terminating or does not renew the tenant's lease or rental agreement, that constitutes reasonable action to evict a tenant.)

The declaration may specify notice and procedural requirements for the association's exercise of power of attorney and the allocation of responsibility for eviction-related costs between the unit owner and the association. An eviction action brought by an association is subject to relevant eviction provisions of current chs. 704 and 799, Stats.

The bill's provision applies only to leases or rental agreements entered into or renewed after three years after the effective date of the bill.

**The Amendment**

The amendment provides that the provision applies to condominiums established before the effective date of the bill only to the extent that the declaration was amended with the consent of all unit owners to include any of the provisions. See item 3. of the amendment.

**RECORDING DECLARATION AMENDMENT BASED ON ALTERNATE PROCEDURE**

**The Bill**

SECTION 16 of the bill provides an alternative procedure for amending the declaration. Under the procedure, the condominium association has 180 days to secure necessary consents and approvals and may rely on the list of owners of record contained in a title report at the beginning of the 180-day period.

If an amendment under this procedure is successful, the bill requires recording an "affidavit" containing specified information with the register of deeds.

**The Amendment**

The amendment requires, consistent with current ch. 703 recording requirements, that the "amendment" (not affidavit) be recorded, together with the required information. See item 4. of the amendment.

**BYLAWS: SERVICE AS DIRECTOR BY NONOCCUPANT OWNERS**

**The Bill**

The bill expressly provides that the condominium bylaws may provide that a unit owner may not serve as a director of the condominium association unless the unit owner occupies his or her unit or may specify the proportion of nonoccupant unit owners who may serve as directors.

**The Amendment**

The amendment deletes the express authority for the bylaws to provide that a unit owner may not serve as a director unless the owner occupies his or her unit. The amendment retains the provision that the bylaws may specify the proportion of nonoccupant unit owners who may serve as directors. See item 5. of the amendment.

**DECLARANT LIABILITY FOR ASSESSMENTS ON UNSOLD UNITS**

**The Bill**

The bill provides that, during the period of declarant control, if a unit owned by the declarant is exempt from assessments for common expenses until the unit is sold, the total amount that may be assessed against units that are not exempt from assessments may not exceed the units' projected percentage share of common expenses; the declarant is liable for the balance of the actual expenses.

**The Amendment**

The amendment deletes this provision. See items 6. and 17. of the amendment. (Note: see, for a related provision in the amendment, the description below of the executive summary of important disclosure items.)

**OPTING OUT OF STATUTORY RESERVE ACCOUNT REQUIREMENT**

**The Bill**

The bill requires a declarant or association to establish a "statutory reserve account" to fully or partially fund repairs and replacements of common elements, other than routine maintenance, unless the declarant or association elects not to establish an account. The reserve account provisions apply to exclusively residential condominiums, other than small condominiums. The association may elect to terminate a statutory reserve account with the written consent of at least 2/3 of the unit votes. Existing condominiums may elect not to establish a statutory reserve account with the written consent of at least 2/3 of the unit votes.

**The Amendment**

The amendment revises the above 2/3 vote requirements by substituting "a majority" of the unit votes. See items 7. to 9. of the amendment.

**RECORDING STATUTORY RESERVE ACCOUNT STATEMENTS**

**The Bill**

The bill requires a "statutory reserve account statement" to be recorded with the register of deeds when an account is established or an election is made not to establish or to terminate an account.

**The Amendment**

The amendment requires the recorded statement to conform to current standard format requirements for recorded documents under s. 59.43 (2m), Stats. See item 10. of the amendment.

**FINANCIAL AND OPERATIONAL RECORDS DURING DECLARANT CONTROL**

**The Bill**

The bill requires the creation and maintenance of, and provides means of excess to, financial and operational records of the association during the period of declarant control. The declarant is responsible for the creation and maintenance of the records during the period of declarant control and must turn the records over to the board of directors elected after the period of control expires.

Also, during the period of declarant control and one year thereafter, the bill requires the association to arrange for an independent audit of the association's financial records if requested by the lesser of three unit owners or the owners of 10% of the units (not including units owned by the declarant). The frequency of requesting an audit is limited under the bill: no request may be made for an audit within 24 months after completion of a previous audit.

**The Amendment**

The amendment revises the period during which an independent audit of financial records may be requested. Under the amendment, the request may be made during the period of declarant control and for two years thereafter, but no earlier than two years after the condominium declaration is recorded. See item 11. of the amendment.

The amendment also expressly provides that a financial audit requested under the provision is at the association's expense but the cost of any audit requested within 36 months after completion of a previous audit is to be paid for by the requesting unit owners. See items 12. and 13. of the amendment.

## **EXECUTIVE SUMMARY OF DISCLOSURE ITEMS**

### **The Bill**

The bill requires an "executive summary" of certain information as the first document in the disclosure materials that are currently furnished by a unit seller to a buyer. The summary is intended to highlight important items in the disclosure package that may be difficult to find in other disclosure materials.

### **The Amendment**

The amendment adds the following to the required information in the executive summary:

- A description of any provisions exempting the declarant or modifying the declarant's obligation to pay assessments on the declarant's unsold units during the period of declarant control, and any other provisions in the declaration, bylaws, or budget addressing the levying and payment of assessments on units during the period of declarant control.
- An indication that a unit purchaser's rights and responsibilities may be altered by an amendment of the declaration or bylaws, and a description of the amendment process and requirements.

See item 15. of the amendment.

## **NUISANCE ACTIONS AGAINST ASSOCIATION**

### **The Bill**

The bill allows a city, village, town, or county to proceed directly against a condominium association in an action to abate a nuisance if the municipality or county may bring the abatement action under ch. 823 (nuisances) and the failure of the condominium association to perform its duties to maintain and control the common elements is a reason that the nuisance has not been abated.

### **The Amendment**

The amendment deletes this provision. See items 14. and 16. of the amendment.

If you have any questions or need additional information, please contact me directly at the Legislative Council staff offices.

DD:rv:wu;wu

## MEMORANDUM

**TO:** Honorable Members of the Assembly Committee on Housing

**FROM:** Lisa M. Pardon on behalf of The Community Association Institute, Wisconsin Chapter (CAI)

**DATE:** February 26, 2004

**Re:** 2003 Assembly Bill 254 and Assembly Amendment 1 Thereto

The Community Association Institute (CAI) is a national non-profit organization formed in 1973 with more than 15,000 members. CAI provides education and resources to America's 250,000 residential condominium, cooperative, and homeowner associations, and to the professionals and suppliers who serve them. The Wisconsin Chapter, like other chapters across the country, is comprised of homeowners, property managers, attorneys and businesses which serve or have dealings with condominiums and other community associations. Many of our members of our Wisconsin Chapter have had considerable years of experience in working for and with condominium associations.

CAI-Wisconsin has reviewed AB 254 and its proposed changes and offers the following comments for your consideration.

### **Assembly Amendment to 2003 Assembly Bill 254**

**Item 1.** This amendment to Section 9 of AB 254 proposes changes to Wis. Stat. §703.09(1)(g) which allows rental restrictions, but requires grandfathering for current tenants and for current homeowners.

#### **CAI opposes this amendment.**

This change to the Bill addresses amendments to a condominium's declaration to restrict leasing. The impetus for amending a declaration to restrict leasing is to eliminate the problem of absentee-owners and their unruly tenants. Occupants in condominiums live in close proximity to one another and rules governing the condominium are necessary to enable neighbors to live in harmony with one another. Many condominium associations face enormous problems in getting these absentee-landlords to bring their tenants in compliance with the condominium rules. Even removing a troublesome tenant does not resolve the problem if the absentee-landlord is permitted to put another troublesome tenant in their place. Currently, many associations have already amended their documents to restrict leasing. The proposed change allows current absentee-owners to continue renting to problem tenants.

- Item 2.** This amendment proposes to delete Section 9 of AB 254 that provides for mandatory arbitration provision.

**CAI supports this amendment.**

Arbitration is costly and does not provide the injunctive relief that many associations seek in getting compliance with their covenants. This provision would add nothing to the present state of the law. At present a condominium association is entitled to engage in arbitration, if it so chooses.

- Item 3.** This amendment to Section 13 of AB 254 proposed to change to Wis. Stat. §703.09(1)(m) which states that the ability of an association to evict tenants (assuming procedural safeguards are followed) would apply only to new condominiums. Existing condominiums would require 100 percent consent under the proposed change.

**CAI opposes this amendment.**

The high percentage of approval required means effectively that existing condominium associations would not have the ability to evict problem tenants. Many associations have amended their documents to enable them to evict tenants when the absentee-landlord has not. This authority is necessary to control and abate nuisances.

- Items 9 -11.** This amendment to Section 37 of AB 254 proposes to limit the power of an association to study its own finances.

Under this amendment, owners are prohibited from obtaining an audit of the association during the first two years from the filing of the declaration. We oppose any limitation on the ability of a homeowner, at his or her own expense, to study association finances. Therefore, we suggest that the second sentence of section 37 (beginning on line 16) be deleted and nothing added in its place.

**CAI opposes this amendment.**

## **Opposition to Assembly Bill 254**

**Section 16** Section 16 which adds a new provision Wis. Stat. §703.093 providing an alternative method to amending a condominium declaration.

This amendment alternative is so cumbersome as to effectively defeat any effort to amend a declaration. CAI could not discern what value this amendment has requiring title reports and notarization of signatures. Presumably, these provide additional safeguards against voter fraud. However, we know of no situation where associations have had problems with voter fraud. Condominium associations face voter apathy as the greatest impediment to amending the governing documents. Declaration amendments are fairly infrequent events. No other state requires such a cumbersome process. In fact, neither the Uniform Common Interest Ownership Act (1994) nor the Uniform Condominium Act (1980) even require mortgagee approval.

**CAI opposes Section 16 of Bill 254.**

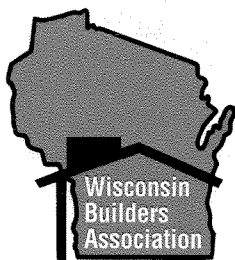
**Wis. Stat. 703.255** The proposal to delete section 703.255 should be reconsidered.

This statute effectively requires a developer to complete construction of a condominium within five years of recording a given unit. This has a salutary effect of requiring a project to finish, once started. A developer can maintain flexibility as to when to begin a phase of the project through current expansion provisions.

**CAI opposes the deletion of Wis. Stat. 703.255**

**Conclusion:** Although there are many valuable provisions in AB 254, CAI believes that the problem provisions outweigh these benefits. CAI does not approve the passage of AB 254 in its current form.





# Wisconsin Builders Association

*Dedicated to Preserving and Promoting the American Dream*

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**Deputy Executive  
Vice-President**  
Jerry Deschane



## MEMORANDUM

**TO:** Representative Steve Wieckert, and  
Members of Assembly Housing Committee

**FROM:** Jerry Deschane

**DATE:** February 26, 2004

**RE:** Support AB 254 as amended

The Wisconsin Builders Association urges your support for Assembly Bill 254 as amended by LRBa2259. This legislation is the result of a lot of hard work by a Legislative Council committee, renters, developers, builders, owners and Realtors. It updates Wisconsin's condominium laws and provides additional protection for unit purchasers and renters.

We note for the record that, while our organization supports this legislation and we will work hard for its passage, some members of the Wisconsin Builders Association are still uncomfortable with provisions that relate to an individual's property rights. Specifically, the provisions allowing condominium bylaws or declarations to be modified without unanimous consent of the unit owners could give rise to a situation where an individual may be deprived of a property right against his will by majority action. If such a circumstance were to arise, some of our members believe that an individual could challenge the constitutional validity of these portions of the bill.

However, as an Association, we are satisfied that the bill, as amended, is a reasonable and realistic compromise. The doubts we have are outweighed by the certainty that this bill improves the law for both owners and developers of condominiums. We thank the members of the Legislative Council committee for their hard work, and we look forward to the passage of this legislation.

Thank you for considering our viewpoint.

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(608) 242-5151 • (800) 362-9066 • Fax (608) 242-5150  
[www.wisbuild.org](http://www.wisbuild.org)