DISCLOSURE MATERIALS

FOR

Brantwood Condominium Homes, Inc.

Property Address:
6999A-D, 7004A-D, 7003A-D, 7007A-D, 7009A-D, 7011 A-D, & 7015 A-D
N. Green Bav Ave
Glendale, Wisconsin 53209

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

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

3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

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Brantwood Condominium Homes, Inc.

Brantwood Condominium Homes, Inc.

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

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

Condominium Name: Brantwood Condominium Homes

How is the condominium association managed?

- What is the name of the condominium association? Brantwood Condominium Homes, Inc.
- What is the association's mailing address? c/o Hunt Management, Inc., 10520 N. Baehr Road, Suite Q, Mequon, WI 53092
- How is the association managed?
  ☐ By the unit owners (self-managed)
  ☒ By a management agent or company
  ☐ By the declarant (developer) or the declarant's management company
  Whom should I contact for more information about the condominium and the association? Hunt Management, Inc.
  (Management agent/company or other available contact person)
- What is the address, phone number, fax number, website & e-mail address for association management or the contact person? 10520 N. Baehr Road, Suite Q, Mequon, WI; phone: (262) 238-1480; email: clientservices@huntmanagement.com;
  website: huntmanagement.com
- For specific information about the management of this association, see By-Laws, Section 4.3

What are the parking arrangements at this condominium?

- Number of parking spaces assigned to each unit? Two (2)
- How many outside? 1
- How many inside? 1 [check all that apply]
  ☐ Common element
  ☒ Limited common element
  ☐ Included as part of the unit
  ☐ Separate nonvoting units
  ☐ Depends on individual transaction

- Do I have to pay any extra parking fees (include separate maintenance charges, if any)?
  ☒ No
  ☐ Yes, in the amount of $_____ per _____
  ☐ Other: _____
- Are parking assignments reserved or designated on the plat or in the condominium documents?
  ☐ No
  ☒ Yes - Where? Assigned by Board of Directors
- Are parking spaces assigned to a unit by deed?
  ☒ No
  ☐ Yes
- Can parking spaces be transferred between unit owners?
  ☒ No
  ☐ Yes
- What parking is available for visitors? Designated areas. Any over-night guest parking in areas designated visitor and/or guest parking requires prior written permission of the Board of Directors. No guests shall be permitted to park for a longer period than two weeks in an area designated visitor and/or guest parking.
- What are the parking restrictions at this condominium? Must park in assigned parking space. No unlicensed, inoperable or unsightly vehicles may be parked in the garage or parking lot. Parking is not permitted in the driveway. Parking is limited to automobiles, light trucks or motorcycles. Campers, trailers, boats, and recreational vehicles are not permitted without prior written approval from the Board of Directors.
- For specific information about the parking of this condominium, see Amendments to the Declaration, recorded 12.12.1983; By-Laws Section 9.3(b); Rules & Regulations (Garage and Outdoor Parking)

May I have any pets at this condominium?

- Are pets allowed: ☒ No ☐ Yes
- If yes, what kinds of pets are allowed? n/a
- What are some of the major restrictions and limitations on pets? n/s
- For specific information about the condominium pet rules, see Rules and Regulations (Pets)

May I rent my condominium unit?

- Are unit rentals allowed? ☐ No ☒ Yes
- If yes, what are the major limitations and restrictions on unit rentals? No unit may be rented for transient or hotel purposes. No portion of any unit shall be leased for any period. All lease documents must be submitted to and approved by the Board of Directors. A deposit of ten months of Association fees is required no less than 15 days before the date of lessee's occupancy. Unit owner must provide a copy of the lease within 5 business days after entering into an agreement. Tenant must sign and complete a rental agreement for compliance. Only 25% of the Units shall be allowed to lease at any given time. An owner must occupy the Unit for at least 1 year before the Unit is eligible for leasing. Any unit owner leasing a unit must participate in ACH. Any lease renewals must be approved by the

Board of Directors before the renewal term begins. Unit owners are responsible for notifying the Property Manger when a resident will be moving into or out of the building. Move in/move out fee of $500 will be assessed each time there is a new tenant. This fee is in addition to any amounts that the Association may charge for damage, beyond normal wear and tear, to the Common Elements.

- For specific information about renting units at this condominium, see By-Laws Section 9.2; Resolution to Adopt Rules on Rentals and Moving Procedures, effective May 31, 2023

Does this condominium have any special amenities and features?

- Does this condominium have any special amenities and features? ☒ No ☐ Yes
- If yes, what are the major amenities and features? n/a
- Are unit owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course?
  ☐ No
  ☐ Yes - What is the cost? $_____
- For specific information about special amenities, see n/a

What are my maintenance and repair responsibilities for my unit?

- A Unit Owner must maintain and repair the interior of the unit and any and all equipment, appliances or fixtures therein situated.
- For specific information about unit maintenance and repairs, see By-Laws Section 7.3

Who is responsible for maintaining, repairing and replacing the common elements and limited common elements?

- Common elements maintenance, repair and replacement is performed as follows: by the Association
- How are repairs and replacements of the common elements funded?
  ☐ Unit owner assessments
  ☐ Reserve funds
  ☒ Both
  ☐ Other: ______
- For specific information about common element maintenance, repairs and replacements see Declaration No. 22
- How are repairs and replacements of the limited common elements funded?
  ☐ Unit owner assessments
  ☐ Reserve funds
  ☐ Both
  ☒ Other (*specify*): Unit Owner expense and Unit Owner Assessments depending on what is being done.
- Limited common element maintenance, repairs and replacement is performed as follows: Unit Owner to keep balcony, terrace or patio appurtenant to the unit and designated on the Declaration as limited common element reserved for the exclusive use by the Owner of a particular unit, in good order, condition and repair, free and clear of ice and snow, and in a clean and sanitary condition, and shall do all redecorating and painting which may at any

time be necessary. The Association shall paint and replace any patio fencing and is responsible for maintaining the floor in the atriums appurtenant to the units. By-Laws Section 7.3

Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☒ Yes ☐ No **Is there a Statutory Reserve Account?** ☐ Yes ☒ No

- For specific information about this condominium's reserve funds for repairs and replacements, see By-Laws Section 8.1(f)
- Reserve Account balance: $96,717.09, as of the date this Executive Summary was prepared.

How are condominium fees paid for on the developer's new units that have not yet been sold to a purchaser?

- Is the developer's obligation to pay fees for unsold units different than the obligation of new unit purchasers to pay fees on their units?
  ☒ Not applicable (no developer-owned units)
  ☐ No
  ☐ Yes - In what way? ______
- Are there any special provisions for the payment of assessment fees that apply only during the developer control period?
  ☒ No
  ☐ Yes - Describe these provisions: ______
- For specific information about condominium fees during the developer control period, see n/a

Has the declarant (developer) reserved the right to expand this condominium in the future?

- Has the declarant reserved the right to expand? ☒ No ☐ Yes
- If yes, how many additional units may be added through expansion? ______
- When does the expansion end? It has ended
- Who will manage the condominium during the expansion period? n/a
- For specific information about condominium expansion fees, see n/a

May I alter my unit or enclose any limited common elements:

- Describe the rules, restrictions and procedures for altering a unit: Unit owner must obtain prior written consent of the Board of Directors before commencing any improvements or alterations that affect the exterior of a unit or any other part of the property.
- Describe the rules, restrictions and procedures for enclosing limited common elements: Must have prior approval of the Board of Directors.
- For specific information about unit alterations and limited common element enclosures, see Declaration No. 16; By-Laws Section 9.3(d); Rules and Regulations (Windows)

Can any of condominium materials be amended in a way that might affect my rights and responsibilities?

- Yes, Wisconsin law allows the unit owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.
- For specific information about condominium document amendment procedures and requirements, see Declaration No. 24; By-Laws Sections 4.2(d) and 13.7

Other restrictions or features (optional): When a unit goes up for sale, the unit owner is required to notify the property manager of the date the unit went on the market. When moving doors cannot be propped open and left unattended. Owners/Residents are responsible for any damages done during a move. Resolution to Adopt Rules on Rentals and Moving Procedures, effective May 31, 2023

Does the Association have the right of first purchase:

☐ No

☒ Yes (Articles of Incorporation Article IV(c)

Does the Association charge a transfer fee:

☐ No

☒ Yes. If so, how much? $100 (By-Laws Section 2.3

Does the Association charge a disclosure material fee:

☐ No

☒ Yes. If so, how much? The actual cost of furnishing the information or $50.00,whichever is less pursuant to Sec. 703.33(2m)(a) Wis. Stat. The Disclosure Materials are also available on the Managing Agent's website, at no charge – www.huntmanagement.com

Does the Association charge a payoff statement fee?

☐ No, for one payoff statement issued within a two-month period.

☐ Yes. If so, how much? $_____

☒ Other (*specify*): Pursuant to Wis. Stats. Sec. 703.335(4), for each additional payoff requested during that two month period there is a $25.00 charge.

This Executive Summary was prepared on June 7, 2024 (insert date)
By: Hunt Management, Inc. (state name and title or position).

*Note: A Statutory Reserve Account" is a specific type of reserve account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with less than 13 units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. Existing condominiums must establish a statutory reserve account by May 1, 2006 unless the association elects to not establish the account by the written consent of a majority of the unit votes. Condominiums may also have other reserve fund accounts used for the repair and replacement of the common elements that operate apart from §703.165.

Brantwood Condominium Homes, Inc.

DISCLOSURE MATERIALS

SECTION B

DECLARATION

DECLARATION OF CONDOMINIUM

OF

BRANTWOOD CONDOMINIUM HOMES

This Declaration is made under the Wisconsin Uniform Ownership Act, Chapter 703, Wisconsin Statutes, by Brantwood Condominium Homes ("Declarant").

1. Purpose. The purpose of this Declaration is to submit the land and improvements described herein to Condominium ownership in use in the manner provided by the Wisconsin Unit Ownership Act. Declarant is a general partnership organized under the laws of the State of Wisconsin. Thomas E. Nadler and Lloyd P. Levin are all the partners of the Declarant and are duly authorized to execute this Declaration on behalf of the Declarant.

2. Description of Land.. The land subject to this Declaration is owned by the Declarant in fee simple and is more fully described in Exhibit "A" to this Declaration ("Real Estate").

3. Description of Buildings and Units. The buildings and improvements ("Project") which are or are to be located on the Real Estate contain 32 units. A plat of survey of the Real Estate showing the location of each building is attached to this Declaration as Exhibit "B". A set of floor plans of each building showing the layout,

location; unit letters, unit dimensions, building address, and bearing the verified statement certifying that it is an accurate copy of portions of plans of each building as filed with and approved by the City of Glendale, State of Wisconsin, is attached as Exhibit "C". Each building has two stories and (except for 6999 and 7015) a basement and is constructed principally of frame and brick.

4. Units. A Unit means an enclosed space consisting of one or more rooms occupying all or part of one or more floors in buildings of one or more floors or stories provided, always, that any such unit has direct exit to a thoroughfare or to a Common Area leading to a thoroughfare as follows:

(a) The upper vertical boundary of any such unit is a horizontal plane, the elevation of which coincides with the lower surface of the unfinished ceiling thereof, to include the dry-wall, extended to intersect the lateral or perimetrical boundaries thereof.

(b) The lower vertical boundary of any such unit in the project is a horizontal plane, the elevation of which coincides with the elevation of the upper surface of the unfinished subfloor thereof extended to intersect the lateral or perimetrical boundaries thereof.

(c) The lateral or perimetrical boundaries of any such unit are vertical planes which coincide with the unexposed surfaces of the perimeter walls thereof, to include the perimeter dry-wall, fireplaces, plenums, windows and doors thereof, extended to intersect the upper and lower vertical boundaries thereof and to intersect the other lateral or perimetrical boundaries of the unit.

(d) Mechanical equipment and appurtenances located within any unit and/or designated to serve only that unit, such as furnaces, compressors for air-conditioning (including those designed to serve only one unit, whether or not such compressor is not located within such unit), appliances, range hoods, outlets, electrical receptacles and outlets, fixtures, and the like, shall be considered a part of the unit.

5. Common Areas. The Common Areas shall mean and include the following:

(a) the Real Estate.

(b) the foundations, bearing walls, perimeter walls, main walls, roofs, halls, columns, girders, beams, supports, corridors, fire escapes, lobbies, parking structures not designated as Limited Common Areas, stairways, and entrance and exit or communication ways.

(c) the basements, roofs, yards, streets, parking areas not designated as Limited Common Areas, storage lockers not designated as Limited Common Areas, and gardens, except as otherwise provided.

(d) the compartments or installations of central services such as power, light, gas, hot and cold water, central heating, pumps, and the like, including, but in no way limited to, all pipes, ducts, flues, chutes, conduits, cables, wires and other utility lines.

owner have an undivided percentage interest in the Common Areas and facilities which are not Limited Common Areas as is set forth in Exhibit "D". This percentage interest is appurtenant to the unit, and is not subject to partition as long as this Declaration is in effect.

9. Restriction on Use. The buildings and each of the units are intended for single family residential use only and are restricted to that use. Except for units owned by Declarant, leases of units must be approved by the Board of Directors of the Association.

166 11-8-83

~~10. Agent for Service of Process. Service of process on two or more unit owners in any action relating to the Common Areas and facilities or more than one unit may be made on Joseph M. Bernstein. The Board of Directors of the Association may designate a different person to receive service of process. The designation of a different person to receive service of process shall become effective upon being filed with the Register of Deeds for Milwaukee County, Wisconsin.~~

11. Damage or Destruction. In the event of damage or destruction of all or part of the Project, the damage shall be repaired or the property destroyed shall be rebuilt, unless all unit owners shall vote to the contrary. Such vote shall be taken by the Association at a meeting called for that purpose within ninety days of the date of the damage or destruction. In the event of reconstruction, the original design, plans and specifications shall be observed as nearly as

~~design, plans and specifications~~ shall be observed as nearly as practicable, unless the Association authorizes a variance, provided, however, that regardless of any authorized variance the number of square feet of any unit may not vary by more than 5% from the number of square feet of such unit as originally constructed, the number of units shall remain the same, and the location of the buildings shall be substantially the same. The Association may levy assessments if insurance proceeds are insufficient to pay the estimated or actual cost of reconstruction or repair.

12. Insurance. The Board of Directors of the Association shall obtain and maintain public liability insurance and casualty insurance coverage for the Project in the amount of the replacement value thereof or the full insurable value in the event that the value is less than the replacement value. Insurance coverage shall be adjusted as the replacement value or full insurable value of the property varies. The insurance coverage shall be written on the Project in the name of the Board of Directors as Trustee for each of the unit owners in the percentage established in this Declaration. Premiums shall be common expenses. In the event of damage or destruction of Project or any portion thereof, if repair or reconstruction is required in accordance with the provisions of this paragraph, the proceeds of insurance shall be applied to the cost of such repair or reconstruction. If there is to be no repair or reconstruction because of a unanimous vote as provided in Paragraph 11, above, the insurance proceeds shall be

paid to the unit owners and any person holding a lien against such unit owners as their respective interests may appear.

13. Common Policy. If insurance coverage is available to combine protection for the unit owners as a group and each unit owner individually, the Board of Directors may negotiate a combination of such protection on a cost-sharing basis under which each unit owner will be individually assessed for the amount of insurance which he directs the Board of Directors to include in such policies for his additional individual protection. Provision for this insurance is without prejudice to the right of each unit owner to insure his own unit for his benefit.

14. Interpretation of Plans. In interpreting the survey or floor plans or any deed or any other instrument effecting a building or unit, the boundaries of the building or unit constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey or floor plans, regardless of settling or lateral movement of the building and regardless of minor variations between boundaries shown on the survey and floor plans and those of the building or unit as located and erected.

15. Encroachments. If any portion of the Common Areas now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the Common Areas, as a result of the construction or repair of the buildings, or if any such encroachment shall

occur hereafter as a result of settlement or shifting of any building, or otherwise, a valid easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. In the event any building, any unit, any adjoining unit, or any adjoining Common Area shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then reconstructed, encroachments of part of the Common Areas upon any unit or of any unit upon any other unit or upon any portion of the Common Areas, due to such reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the building shall stand.

16. Easements for Decoration. Each unit owner has an easement over and into the surfaces of the Common Areas abutting his unit from the interior thereof for the purpose of decoration provided that this easement shall not be construed so as to allow the owner to impair the structural integrity of any portion of the property or to change the boundaries of the unit or to interfere with the rights of any other unit owner in the Common Area.

17. Easements for Utilities. The unit owners, the Association, and the Declarant, each have easements for utility purposes over, under, along and on any part of the Common Areas and facilities.

18. Easements and Access to Units. The Association shall have the right, to be exercised by the Board of Directors, to have

access to each unit during reasonable hours for the maintenance, repair, or replacement of any Common Areas and facilities accessible from such areas or for making emergency repairs necessary to prevent damage to the Common Areas or facilities or to another unit. Each unit shall be subject to an easement to the co-owners of all of the other units to and for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, chutes, conduits, cables and wire outlets and utility lines of any kind and other common elements located within or accessible only from any particular unit and for support. Any garage space designated as a Limited Common Area and reserved for exclusive use by the owner of a particular condominium unit shall be subject to an easement to the co-owners of all of the other units for pedestrian ingress and egress to and from the building and the storage areas.

19. Easements Run with the Land. All easements and rights set forth in this Declaration run with the land and are subject to the reasonable control of the Association. No unit owner shall do any work which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament without first obtaining, in every such case, the unanimous consent of all of the other unit owners.

20. Association of Unit Owners. All unit owners are members of BRANTWOOD CONDOMINIUM HOMES, INC., ("Association") which is incorpor-

ated as a non-stock, non-profit corporation under Chapter 181 of the Statutes of the State of Wisconsin. Each unit owner and each occupant of any unit shall abide by and be subject to the rules, regulations, duties and obligations of this Declaration and the by-laws and regulations of the Association. The first meeting of the Association shall be held in accordance with the By-Laws but not later than one year after the date of this Declaration.

See amendment 8-83

~~21. Votes of Unit Owners. Each unit owner shall have a vote in the affairs of the Association equal to the percentage interest of the unit in the Common Areas as set forth in Exhibit "D".~~

22. Maintenance. The Association shall conduct all work of maintenance, repair and replacement of Common Areas and facilities and the making of any additions or improvements thereto.

23. Common Expenses. The common expenses shall be charged to the unit owners according to the percentage of undivided interest of each in the Common Areas as set forth in Exhibit "D". The Association may levy assessments from time to time for the purpose of maintaining a fund from which common expenses may be paid, and such assessment shall be levied in the same percentage that common expenses are to be charged.

24. Amendment. This Declaration may be amended by an affirmative vote of not less than two-thirds of all votes entitled to be cast by unit owners at a meeting called for that purpose provided,

however, that so long as the Declarant is the owner of any unit, which has not initially been sold, no amendment shall be effective without the consent of the Declarant. Copies of any amendments adopted as provided in this paragraph shall be certified by the President and Secretary of the Association in a form suitable for recording and shall be recorded by the Register of Deeds for the County of Milwaukee.

25. Revocation. This Declaration may be revoked and the property removed under the Provisions of Chapter 703 of the Wisconsin Statutes by an instrument executed by all of the unit owners and duly recorded, provided that the holders of all liens affecting any of the units consent thereto.

26. No Exemption by Waiver. No unit owner may exempt himself from liability from his contribution towards the common expenses by waiver of the use or enjoyment of the Common Areas and facilities or by abandonment of his unit.

27. Liability on Conveyance. In the event of a voluntary conveyance of a unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee. The grantee shall be entitled to a statement from the Board of Directors setting forth the

amount of unpaid assessments against the grantor and the grantee shall not be liable for nor shall the unit conveyed be subject to a lien for any unpaid assessment against the grantor in excess of the amount set forth in such statement.

IN WITNESS WHEREOF, all of the partners of Brantwood Condominium Homes, Declarant, have executed this Declaration this _____ day of August, 1972.

In the presence of:

BRANTWOOD CONDOMINIUM HOMES

______________________ By ______________________
Thomas E. Nadler, Partner

______________________ By ______________________
Lloyd P. Levin, Partner

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally appeared before me this _____ day of August, 1972, Thomas E. Nadler and Lloyd P. Levin to me known to be all of the partners of Brantwood Condominium Homes, and acknowledged that they executed the foregoing instrument as partners of said partnership and as the deed of said partnership by their authority.

Notary Public, State of Wisconsin

My commission: ____________

This instrument was drafted by:

Joseph M. Bernstein
Godfrey & Kahn, S.C.
780 North Water Street
Milwaukee, Wisconsin 53202

Exhibit "A"

That part of the NW 1/4 of Section 19, T 8 N, R 22 E, in the City of Glendale, Milwaukee County, Wisconsin which is bounded and described as follows:

Commencing at the intersection of the center line of North Green Bay Road and a line 759.00 ft. South of the North line of said 1/4 Section; running thence West and parallel to the North line of said 1/4 Section 228.67 ft. to a point; thence South 26° 18' 00" East 497.64 ft. to a point which point is 1,205.16 ft. South of the North line of said 1/4 Section; thence East and parallel to the North line of said 1/4 Section 241.31 ft. to a point in the center line of North Green Bay Road; thence North 28° 05' 00" West along said center line 364.10 ft. to an angle point; thence North 26° 18' 00" West along said center line 139.32 ft. to the point of commencement.

Excepting the Southerly portion thereof measured 18.70 ft. on the Easterly line and 18.41 ft. on the Westerly line of said premises and excepting that part of said premises lying Easterly of a line 60.00 ft. Westerly of and parallel with the center line of State Trunk Highway 57.

Exhibit "5"

Plat of Survey

Known as North Green Bay Avenue, in the City of Glendale, Milwaukee County, Wisconsin

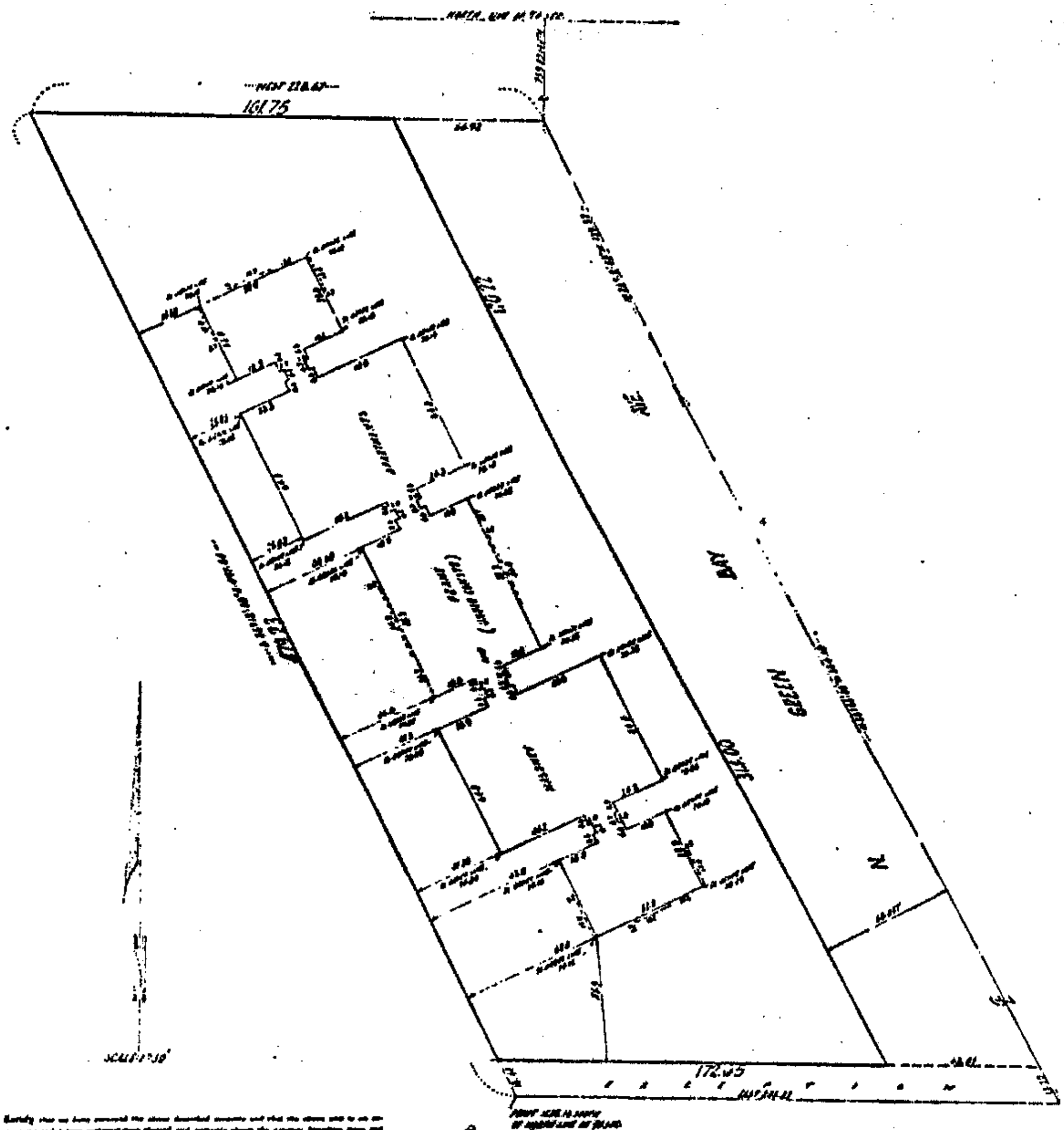
That part of the NW 1/4 of Section 19, T 8 N, R 22 E, in the City of Glendale, Milwaukee County, Wisconsin which is bounded and described as follows:

Commencing at the intersection of the center line of North Green Bay Road and a line 759.00 ft. South of the North line of said 1/4 Section; running thence West and parallel to the North line of said 1/4 Section 228.67 ft. to a point; thence South 26° 18' 00" East 497.64 ft. to a point which point is 1205.16 ft. South of the North line of said 1/4 Section; thence East and parallel to the North line of said 1/4 Section 241.31 ft. to a point in the center line of North Green Bay Road; thence North 23° 05' 00" West along said center line 364.10 ft. to an angle point; thence North 26° 16' 00" West along said center line 135.32 ft. to the point of commencement

Excepting the Southerly portion thereof measured 16.70 ft. on the Easterly line and 16.41 ft. on the Westerly line of said premises and excepting that part of said premises lying Easterly of a line 60.00 ft. Westerly of and parallel with the center line of State Trunk Highway 57.

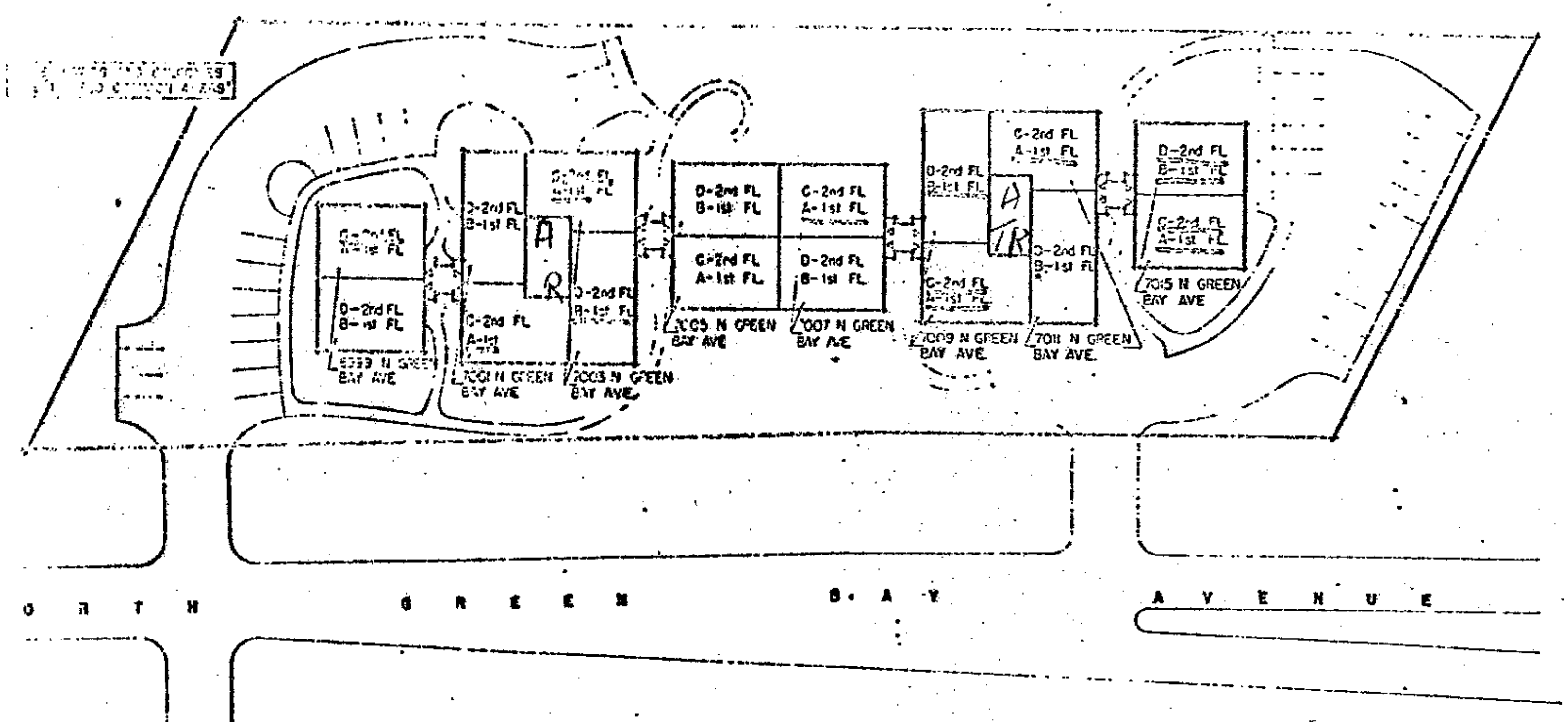
APRIL 4, 1977
APRIL [illegible] 1977

SURVEY NO. 138489-M.



NATIONAL SURVEY SERVICE, INC.

RED WOODERL - 501



SITE DEVELOPMENT

BRENTWOOD

RED — FIRST FLOOR
BLUE — SECOND FLOOR

EXHIBIT "D"

	Address	Unit	Floor	Type	Vote and Common Area Percentage	Approximate Area	
	6999	A — W	1st	C LERNER	2.92%	1060 sq. ft.	
GR	6999	E — B	1st	C PELTIER	2.92%	1060 sq. ft.	OVER
	6999	C — W	2nd	C HANDON	2.92%	1060 sq. ft.	CRAWL
	6999	E — D	2nd	C O'HEARN	2.92%	1060 sq. ft.	SPACE
→ EN	7001	E — A	1st	A BRONETTE	3.32%	1170 sq. ft.	SOUTH
	7001	B — W	1st	B REUTER	3.32%	1125 sq. ft.	OVER
	7001	E — C	2nd	A McFADDEN	3.32%	1170 sq. ft.	SOUTH
GA	7001	D — W	2nd	B MUELLER	3.32%	1125 sq. ft.	GARAGE
	7003	[redacted] A — W	1st	A RICHES	3.32%	1170 sq. ft.	
	7003	E — B [redacted]	1st	B MAYERSON	3.32%	1125 sq. ft.	
	7003	[redacted] C — W	2nd	A HAUL	3.32%	1170 sq. ft.	
→ EN	7003	E — D [redacted]	2nd	B SCHNEIDER	3.32%	1125 sq. ft.	
	7005	E — A	1st	C LITCHIO	2.92%	1060 sq. ft.	
	7005	B — W	1st	C ~~FAX~~	2.92%	1060 sq. ft.	OVER
	7005	E — C	2nd	C MURRAY	2.92%	1060 sq. ft.	
LO	7005	D — W	2nd	C KRUEGER	2.92%	1060 sq. ft.	LOCKER
	7007	A — W	1st	C ROSE	2.92%	1060 sq. ft.	ROOM
	7007	E — B	1st	C ESKIN	2.92%	1060 sq. ft.	
	7007	C — W	2nd	C DAVIS	2.92%	1060 sq. ft.	
→ EN	7007	E — D	2nd	C WOLFE	2.92%	1060 sq. ft.	
	7009	E — A	1st	A OXMAN	3.32%	1170 sq. ft.	OVER
	7009	B — W	1st	B BAUMAN	3.32%	1125 sq. ft.	NORTH
	7009	E — C	2nd	A EDER	3.32%	1170 sq. ft.	GARAGE
GA	7009	D — W	2nd	B SCHMALZ	3.32%	1125 sq. ft.	
	7011	A — W	1st	A MASTOFF	3.32%	1170 sq. ft.	
	7011	E — B	1st	B SCHERR	3.32%	1125 sq. ft.	
	7011	C — W	2nd	A COHEN	3.32%	1170 sq. ft.	
→ EN	7011	E — D	2nd	B CUNNINGHAM	3.32%	1125 sq. ft.	
	7015	E — A	1st	C ZIEHM	2.92%	1060 sq. ft.	OVER
CR	7015	B — W	1st	C ROSSMAN	2.92%	1060 sq. ft.	CRAWL SPACE
	7015	E — C	2nd	C STONE	2.92%	1060 sq. ft.	NORTH
	7015	D — W	2nd	C PERCHONEK	2.92%	1060 sq. ft.	

NOISE

AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS RELATING TO DECLARATION OF CONDOMINIUM OF BRANTWOOD CONDOMINIUM HOMES

7.70

REGISTER'S OFFICE
Milwaukee County, Wis. } SS
RECORDED AT 11 20 AM M
on AUG 4 1975 in
Reel 869 Image 400 To 403 INCL.
Walter R. Bengal
REGISTER OF DEEDS

4935362

AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS RELATING TO DECLARATION OF CONDOMINIUM OF BRANTWOOD CONDOMINIUM HOMES

THIS AMENDMENT TO THE DECLARATION of Conditions, Covenants, Restrictions and Easements establishing a Condominium pursuant to Wisconsin Statutes, known as BRANTWOOD CONDOMINIUM HOMES, which original Declaration was dated and acknowledged August 31, 1972, and recorded by Declaration as such condominium in the office of the Register of Deeds for Milwaukee County of Wisconsin on the 29th day of September, 1972, as Document No. 4710273 in Reel 679, Images 1517-1538 inclusive, by BRANTWOOD CONDOMINIUM HOMES, INC., a Wisconsin Non-stock, Non-profit Corporation, serving as the Home Owner's Association pursuant to and contemplated by the provisions of the aforedescribed Declarations, and further, adopted pursuant to the provisions of Paragraph 24 entitled "Amendment" thereof,

WITNESSETH:

WHEREAS it is deemed by the unit owners in BRANTWOOD CONDOMINIUM HOMES to be in the best interest of the Development to amend the provisions contained in Paragraph 8 ("Percentage Interest in Common Areas"), 21 ("Votes of Unit Owners") and 23 ("Common Expenses") so as to place all unit owners on

AUG-4-75 641630 4935362 A 6.00 REC

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an equal basis with respect to votes, interest in common areas, and requirement for contribution for payment of common expenses, and

WHEREAS a special meeting was held on the 28th day of October, 1974 pursuant to the provisions of Paragraph 24 relating to Amendments, and said Declarations, and action was taken thereon by the assembled membership with a vote in excess of two-thirds of the members eligible to vote at said meeting being expressed in favor of the Amendments contained hereinafter, and

WHEREAS the undersigned herewith desires to spread upon the records of the office of the Register of Deeds in Milwaukee County, Wisconsin full particulars as to said Amendments to said Declarations,

NOW, THEREFORE, the undersigned, BRANTWOOD CONDOMINIUM HOMES, INC., a Wisconsin Non-stock, Non-profit Corporation, pursuant to the provisions of Paragraph 24 of the Declarations aforedescribed, does herewith certify that the following Amendments were adopted on October 28, 1974 on a basis of being retroactive to the first day of ownership of the first conveyance in said condominium:

1. Paragraph 8 is modified and amended to read as follows:

"8. Percentage Interest in Common Areas

Each unit and its owners shall have an equal interest, to wit, a 1/32 fractional interest in the common areas and facilities which are not limited common areas as is set forth in Exhibit 'D'. This percentage interest is appurtenant to the unit and is not subject to partition as long as this Declaration is in effect."

2. Paragraph 21 is modified and amended to read as follows:

"21. Votes of Unit Owners

Each unit owner shall have an equal vote in the affairs of the Association, but in the event of joint ownership of the unit by more than one individual, only one vote shall be permitted to be cast for one unit."

3. Paragraph 23 of the Declarations is modified and amended to read as follows:

"23. Common Expenses

The Common Expenses shall be charged to the unit owners on an equal basis, each unit owner sharing in a 1/32 interest in and to the common expenses. The Association may levy assessments from time to time for the purpose of maintaining a fund from which common expenses may be paid, and such assessments shall be levied on an equal basis against all unit owners in BRANTWOOD CONDOMINIUM HOMES."

4. That all Amendments adopted as set forth hereinabove are deemed to have been made retroactive as of the 1st day of Transfer of Ownership by BRANTWOOD JOINT VENTURE, or its predecessors in title, to any individual unit owner, and the undivided fractional interest held by each unit owner

in the common area and limited common area of BRANTWOOD CONDOMINIUM HOMES is hereby amended and modified accordingly so that each unit owner has an undivided 1/32 interest in and to the same.

IN WITNESS WHEREOF, the said BRANTWOOD CONDOMINIUM HOMES, INC., a Wisconsin Non-stock, Non-profit Corporation, has caused this document to be executed by its President and Secretary this 30th day of July, 1975.

BRANTWOOD CONDOMINIUM HOMES, INC.,
a Wisconsin Corporation

BY: Morris Riches
President-MORRIS RICHES

Robin Safer
Secretary-ROBIN SAFER

STATE OF WISCONSIN) ss
MILWAUKEE COUNTY)

Personally came before me this 30th day of July, 1975 the above named MORRIS RICHES and ROBIN SAFER to me known to be the President and Secretary respectively of BRANTWOOD CONDOMINIUM HOMES, INC., a Wisconsin Corporation, who executed the foregoing Amendment to Declaration, and acknowledge the same in the behalf of said Corporation, and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes of therein contained.

Sheree Matsoff
Notary Public
Milwaukee County, Wisconsin

My Commission expires 8/10/75

This instrument was drafted
by IRVING D. GAINES, Attorney
At Law

AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS RELATING TO DECLARATION OF CONDOMINIUM OF BRANTWOOD CONDOMINIUM HOMES

5.0¢

REGISTER'S OFFICE
Milwaukee County, Wis. } SS
RECORDED AT 1 25 PM M
on SEP - 8 1975 in
Reel 875 Image 1469 TO 147: INCL.
Walter C. Bunge
REGISTER OF DEEDS

4943250

AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS RELATING TO DECLARATION OF CONDOMINIUM OF BRANTWOOD CONDOMINIUM HOMES

THIS AMENDMENT TO THE DECLARATION of Conditions, Covenants, Restrictions and Easements establishing a Condominium pursuant to Wisconsin Statutes, known as BRANTWOOD CONDOMINIUM HOMES, which original Declaration was dated and acknowledged August 31, 1972, and recorded by Declaration as such condominium in the office of the Register of Deeds for Milwaukee County, Wisconsin, on September 29, 1972 as Document No. 4710273, in Reel 679, Images 1517-1538 inclusive, by BRANTWOOD CONDOMINIUM HOMES, INC., a Wisconsin Non-stock, Non-profit Corporation, serving as the Home Owner's Association pursuant to and contemplated by the provisions of the aforedescribed Declarations, and further, adopted pursuant to the provisions of Paragraph 24 entitled "Amendment" thereof, and further, pursuant to the provisions of the Wisconsin Statutes applicable.

WITNESSETH:

WHEREAS an an amendment was previously executed July 30, 1975 thereto, which was recorded on August 4, 1975 in the office of the Register of Deeds of Milwaukee County, Wisconsin as Document 4935362 in Reel 869, Images 400-403, inclusive, which amendment provided that all unit owners would be on an equal basis with respect to votes, interest in common areas, and requirement for contributions for payment of common expenses, and

WHEREAS said amendment aforedescribed stated therein that the amendment in question was adopted by the assembed membership of the Condominium Association on October 28, 1974 with a vote "in excess of two-thirds of the members eligible to vote" at said meeting being expressed in favor of the amendments contained aforedescribed, and

WHEREAS the aforedescribed amendment was drafted by the Scrivenor in accordance with language appearing in the original Paragraph 24 of the original Declarations of Condominium, and failed to take into consideration therein the provisions of Section 703.06 (2), Wisconsin Statutes, which provide that no change shall be made with respect to the percentage of undivided interest of each unit owner in common areas and facilities without the consent of all of the unit owners expressed in an amended Declaration duly recorded, and

WHEREAS the vote that took place as aforedescribed on October 28, 1974, was, in actuality, a unanimous vote of 100% of all of the unit owners in favor of the said

Amendment.

NOW, THEREFORE, the undersigned, BRANTWOOD CONDOMINIUM HOMES, INC., a Wisconsin Non-stock, Non-profit Corporation, does herewith certify that the Amendment aforedescribed adopted on October 28, 1974, to be retroactive to the first day of ownership of the first conveyance in said Condominium, and set forth at length in Document No. 4935362 recorded heretofore on August 4, 1975 in Reel 869, Images 400-403 inclusive, was unanimously adopted by all unit owners, without exception as aforedescribed.

IN WITNESS WHEREOF, the said BRANTWOOD CONDOMINIUM HOMES, INC., a Wisconsin Non-stock, Non-profit Corporation, has caused this Document to be executed by its President and Secretary this 6 day of September, 1975

BRANTWOOD CONDOMINIUM HOMES, INC.,
a Wisconsin Corporation

BY: Morris Riches
President-MORRIS RICHES

Robin Safer
Secretary-ROBIN SAFER

STATE OF WISCONSIN) ss
MILWAUKEE COUNTY)

Personally came before me this 6th day of September, 1975 the above named MORRIS RICHES and ROBIN SAFER to me known to be the President and Secretary respectively of BRANTWOOD CONDOMINIUM HOMES, INC., a Wisconsin Corporation, who executed the foregoing Amendment to Declaration, and acknowledge the same in the behalf of said Corporation, and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes of therein contained.

Notary Public Robert A. Teper
Milwaukee County, Wisconsin

My Commission ~~expires~~ is Perm

This instrument was drafted by
IRVING D. GAINES, Attorney
at Law.

REEL 1594 IMAG 1186

5677489
REGISTER'S OFFICE
Milwaukee County, Wis. } SS
RECORDED AT 11 25 AM

DEC 12 1983 1186 to
REEL 1594 IMAGE 1189 incl.
REGISTER OF DEEDS

AMENDMENTS TO THE DECLARATION

FOR

BRANTWOOD CONDOMINIUM HOMES

These Amendments to Declaration of Brantwood Condominium Homes made and entered into this 8th day of November, 1983.

DOC # 5677489 #
RECORD 12.70

R E C I T A L S:

WHEREAS, the undersigned are the duly authorized and elected President and Secretary of Brantwood Condominium Homes, Inc., a Wisconsin Non-profit, Non-stock Corporation.

WHEREAS, pursuant to notice, a special meeting was held on November 8, 1983 of the Association for the express purpose of Amendment of Declaration provisions as hereinafter contained.

WHEREAS, the original Declaration of Brantwood Condominium Homes, was dated and acknowledged August 31, 1972, and recorded by Declaration as such Condominium in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on September 29, 1972 as Document No. 4710273 in Reel 679.

WHEREAS, at the meeting aforementioned, the Amendments as hereinafter contained were adopted by the assembled membership of the Condominium Association with a vote in excess of 3/4 of the members eligible to vote at said meeting being expressed in favor of the Amendments contained herein.

NOW, THEREFORE, the Amendments to the Declaration of Brantwood Condominium Homes, as hereinafter contained are as

12.70

hereinafter stated:

6. Limited Common Areas. The Limited Common Areas include those designated as such in this Declaration and such other as are agreed upon by the Board of Directors of the Association prior to the first annual meeting of the Association and thereafter by the Association to be reserved for the exclusive use of a unit or certain number of units such as special corridors, stairways, sanitary services common to the units of a particular floor, and the like. All areas designated herein as a balcony, deck, garage space, terrace, patio, fenced area, storage lockers, atrium or the like, and designated thereon as Limited Common Areas, are reserved for the exclusive use of the owners of the unit or units to which they are adjacent or to which they are declared to be appurtenant by appropriate designation herein.

6. Agent for Service of Process. Service of process on two or more owners in any action relating to the Common Areas and facilities or more than one unit may be made upon Attorney Martin J. Greenberg at his address 1139 East Knapp Street, Milwaukee, Wisconsin 53202. The Board of Directors of the Association may designate a different person to receive service of process. The designation of a different person to receive service of process shall become effective upon being filed with the Register of Deeds for Milwaukee County, Wisconsin.

21. Votes of Unit Owners. Each unit owner shall be

entitled to one (1) vote per each unit so owned. When more than one (1) person holds an interest in any unit, all such persons shall be deemed to be members. The vote per such unit shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such unit. Exhibit D to the original Declaration of Condominium shall be deemed to be of no further effect and any reference thereto as herein contained and/or in the By-Laws of Brantwood Condominium Homes shall be deemed to be governed by this Declaration provision.

NOW, THEREFORE, the undersigned President and Secretary of Brantwood Condominium Homes, Inc., a Wisconsin Non-stock, Non-profit Corporation does herewith certify that the Amendments aforedescribed adopted on November 8, 1983 and set forth at length herein were duly adopted by the unit owners as hereinbefore described.

IN WITNESS WHEREOF, the said Brantwood Condominium Homes, Inc., a Wisconsin Non-stock, Non-profit Corporation has caused this document to be executed by its President and Secretary this 20th day of November, 1983.

BRANTWOOD CONDOMINIUM HOMES, INC.

BY: Dr N.N. Rossman
President
DR NN ROSSMAN

BY: Marilyn L. Eskin
Secretary
MR'LYN L. ESKIN

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 21st day of November 1983 the above-named __________ and __________ to me known to be the President and Secretary respectively of BRANTWOOD CONDOMINIUM HOMES, INC., a Wisconsin Corporation, who executed the foregoing Amendments to Declaration, and acknowledged the same in the behalf of said Corporation, and that they, as such officers, being authorized so to do, executed the foregoing instrument for the purposes of therein contained.

Notary Public
State of Wisconsin
My commission:

This instrument was drafted by
MARTIN J. GREENBERG, Attorney

Brantwood Condominium Homes, Inc.

DISCLOSURE MATERIALS

SECTION C

BYLAWS

THIS COPY INCORPORATES AMENDMENTS DATED NOVEMBER 8, 1983,
AMENDMENTS DATED NOVEMBER 12, 1991,
AND AMENDMENTS DATED NOVEMBER 30, 2010

BY-LAWS OF
BRANTWOOD CONDOMINIUM HOMES INC.

ARTICLE I
NAME, PURPOSE AND ADDRESS

1 Name, Purpose and Address

Pursuant to the Articles of Incorporation of Brantwood Condominium Homes, Inc., and the Declaration of Condominium of Brantwood Condominium Homes ("Declaration") recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, the following are adopted as the By-Laws of Brantwood Condominium Homes, Inc., which is a Wisconsin non-profit non-stock corporation organized under Chapter 181 of the Wisconsin Statute form to serve as an Association of unit owners who own real estate and improvements under the condominium form of use and ownership, as provided in the Unit Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration (the corporation may hereinafter sometimes be referred to as "Association"). All mail to the Association should be sent to the current management company

ARTICLE II
Membership

2.1 Members.

This corporation shall have one class of members. Every unit owner upon acquiring title to a unit, under the terms of the Declaration, shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such unit ceases for any reason, at which time his membership in the Association shall automatically cease.

2.2 One Membership Per Unit.

If title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the unit is held. A unit owner shall be entitled to one membership for each unit owned by him.

2.3 Transfer of Membership.

Each such membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of that unit. Membership in the Association may not be transferred, except in connection with the transfer of a unit. Prior to the transfer of a unit, the Association shall be given written notice of such contemplated transfer, including the name of new owner, identification of the unit, and the date of the contemplated transfer, and any other information about the contemplated transfer which the Association may deem pertinent. Each purchaser of a unit shall tender to the Association at the time of acquisition of such unit a membership fee in the amount of One hundred dollars ($100.00) or such other reasonable amount as may be approved by the Board of Directors of the Association from time to time in its sole discretion. Said amount shall be nonrefundable, and may be integrated and commingled with the funds of the Association in its active checking account. Said fee shall be utilized for the continued operation, maintenance and improvement of the Condominium property by the Board of Directors at its discretion.

ARTICLE III

Meeting of Members

3.1 Place of Meetings.

Meetings of the membership shall be held at such place as may be designated be the Board of Directors.

3.2 Annual Meetings.

The annual meetings of the members of the Association shall be held on any given day during the month of October of each succeeding year.

3.3 Special Meetings.

Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called upon receipt of a written request signed by members with one-third or more of all votes entitled to be cast. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

3.4 Notice of Meetings.

It shall be the duty of the Secretary to mail and or to personally deliver and or cause to be mailed or personally delivered a notice of each annual- or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member at his last known place of address, at least ten but not more than ninety days prior to such meeting. Attendance by a member at any meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof.

3.5 Quorum.

The presence, either in person or by proxy of members representing a majority of all votes entitled to be cast shall constitute a quorum for the transaction of business at all meetings.

3.6 Adjourned Meetings.

If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty eight hours from the time the original meeting was called.

3.7 Voting.

No member shall be eligible to vote, either in person or by proxy, or to be elected to The Board of Directors, who is shown on the books or management accounts of The Association not to be current in any payment due the Association.

3.8 Proxies.

A member may appoint any other member or any other person as his qualified proxy. In no case may any member cast more than two vote by proxy in addition to his own vote. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Directors before the appointed time of each meeting.

3.9 Order of Business.

The order of business at all regularly scheduled meetings sha11 be as follows:

(a) Roll call and certificate of proxies.

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

(c) Reading of minutes of preceding meeting.

(d) Reports of officers, if any.

(e) Reports of committees, if any.

(f) Unfinished business.

(g) New business.

(h) Election or appointment of inspectors of election.

(i) Election of directors.

In the case of special meetings, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

ARTICLE IV

Directors

4.1 Number and Qualifications.

The affairs of The Association shall be governed by a Board of Directors composed of at least five (5) persons, of whom must all be current unit owners.

4.2 Powers and Duties.

The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and the Project and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

(a) care, upkeep and surveillance of the Project and its general and limited common areas and services in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(b) establishment and collection of assessments and/or carrying charges from the members and for the assessment and/or enforcement of liens therefore in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(c) designation, hiring and/or dismissal of the personnel necessary for the good working order of the Project and for the proper care of the general or limited common areas and to provide services for the Project in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(d) promulgation and enforcement of such rules and regulations and such restrictions on or requirements as may be deemed proper respecting the use, occupancy and maintenance of the Project and the use of the general and limited common areas as are designated to prevent unreasonable interference with the use and occupancy of the Project and of the general and limited common areas by the members, all of which shall be consistent with law and the provisions of these By-Laws and the Declaration.

4.3 Management Agent.

The Board of Directors may employ for the Association a Management Agent at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize. The Association shall inform unit owners within 30 days of employing any new Management Agent.

4.4 Election and Term of Office.

At each annual meeting the members shall elect the Directors to serve until the next annual meeting and until their successors are duly elected and qualified or until any of said directors shall have been removed in the manner provided hereinafter. Provided, however, the terms of at least one-third (1/3) of the Directors shall always expire annually for purposes of compliance with Wisconsin Statute Section 703.10 (2) (d).

4.5 Vacancies.

Vacancies In the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the members at the next annual meeting to serve out the unexpired portion of the term.

4.6 Removal of Directors.

At an annual meeting of the Association, or a special meeting duly called for such purpose after the first annual meeting of the Association, any Director may be removed with or without cause by the affirmative vote of the majority of the votes entitled to be cast and a successor may then and there be elected to fill the vacancy thus created. The term of any Director who becomes more than sixty days delinquent in payment of any assessments and/or charges due the Association shall be automatically terminated and the remaining Directors shall appoint his successor as provided In Section 4.5, above.

4.7 Compensation.

No compensation shall be paid to Directors for their services as Directors.

4.8 Regular Meetings and Notice.

A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. Notice of the regular annual meeting of the Board of Directors shall not be required.

4.9 Special Meetings and Notice.

Special meetings of the Board of Directors may be called by the President or by two Directors on three days prior written notice to each Director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

4.10 Waiver of Notice.

Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.11 Quorum of Directors - Adjournments.

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

4.12 Fidelity Bonds.

The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for Association's funds shall furnish adequate fidelity bonds. The premium on any such bonds shall be paid for by the Association.

4.13 Action without Meeting.

Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent to such action. Such consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

4.14 Liability of Directors and Officers.

No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him/her as a Director of officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of his own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law.

ARTICLE V

Officers

5.1 Designation, Election and Removal.

The principal officers of the Association shall be a President, Vice-President, Secretary and a Treasurer to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose.

5.2 President.

The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. he shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President, including but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein.

5.3 Vice-President.

The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

5.4 Secretary.

The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books, and records, and shall, in general, perform all the duties incident to the office of secretary.

5.5 Treasurer.

Treasurer shall have the responsibility for oversight of Association funds and securities and shall be responsible for making sure the following occurs: keeping full and accurate financial records and books of accounts showing all receipts and disbursements and for the preparation of all required financial statements. The Treasurer shall be responsible for the deposits of all monies and other valuable affects in the name of the Board of Directors or the managing agent in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the Wisconsin business corporation law.

ARTICLE VI

Liability and Indemnification of Officers and Directors

6.1 Liability and Indemnification of officers and Directors.

The Association shall indemnify every officer and Director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors) to which he may be made a party by reason of being or having been an officer or Director whether or not such person is an officer or Director at the time such expenses are incurred. The officers and Directors shall not be liable to the members for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, or bad faith. The officers and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association or the Project (except to the extent that such officers or Directors may also be owners of units) and the Association shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director of the Association, or former officer or Director of the Association may be entitled.

6.2 Common or Interested Director.

The Director shall exercise their powers and duties in good faith and with a view to the interests of the Association and the Project. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm or association (including the Declarant) in which one or more of the Directors are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the Minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed. Common or interested Directors may be counted in determining the presence of a quorum or any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE VII
Management

7.1 Management and Common Expenses.

The Association, acting by and through its Board of Directors, shall manage, operate and maintain the Project and, for the benefit of the units and the owners thereof, shall enforce the provisions hereof and shall pay out of the common expense fund the following:

(a) The cost of providing water, sewer, garbage and trash collection, electrical, gas and other necessary utility services for the common areas and, to the extent that the same are not separately metered or billed to each unit, for the condominium units.

(b) The cost of fire and extended liability on the Project and the cost of such other insurance as the Association may effect.

(c) The cost of the services of a person or firm to manage the Project to the extent deemed advisable by the Association together with the services of such other personnel as the Board of Directors shall consider necessary for the operation of the Project.

(d) The cost of providing such legal and accounting services as may be considered necessary to the operation of the Project.

(e) The cost of acquiring, painting, maintaining, replacing, repairing and landscaping the common areas and such furnishings and equipment for the common areas as the Board of Directors shall determine are necessary and proper.

(f) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the common areas; provided, however, that if any of the aforementioned are provided or paid for the benefit of a particular unit or units, the cost thereof shall be specially assessed to the owner or owners thereof in the manner provided in subsection (g), below.

(g) The cost of the maintenance or repair of any unit in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the common areas or to preserve the appearance or value of the Project or is otherwise in the interest of the general welfare of all owners of the units; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the owner of the unit proposed to be maintained and provided further that the cost thereof shall be assessed against the unit on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then owner of said unit at which time the assessment shall become due and payable and a continuing lien and obligation of said owner in all respects as provided in Article XIII, below.

(h) Any amount necessary to discharge any lien or encumbrance levied against the Project, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the common areas rather than the interest of the owner of any individual unit.

7.2 <u>Management Agent</u>.

The Association may by contract in writing delegate any of its ministerial duties, powers or functions to the Management Agent. The Association and the Board of Directors shall not be liable for any omission or improper exercise by the Management Agent if any such duty, power or function so delegated.

7.3 <u>Duty to Maintain</u>.

Except for maintenance requirements herein imposed upon the Association, if any, the owner of any unit shall, at his own expense, maintain the interior of his unit and any and all equipment, appliances or fixtures therein situate, and its other appurtenances (including, without limitation, any balcony, terrace or patio appurtenant to such unit and designated on the Declaration as a limited common area reserved for exclusive use by the owner of a particular unit), in good order, condition and repair, free and clear of ice and snow, and in a clean and sanitary condition, and shall do all redecorating, painting the like which may at any time be necessary to maintain the good appearance of his unit and such appurtenances. In addition to the foregoing, the owner of any unit shall, at his own expense, maintain, repair or replace any plumbing and electrical fixtures, water heater, fireplaces, plenums, heating and air-conditioning equipment (including air-conditioning compressors and equipment located outside the unit designated to serve only one unit), lighting fixtures, refrigerators, freezers, dishwashers, clothes washers, clothes dryers, disposals, ranges, range hoods, and/or other equipment that may be in or appurtenant to such unit. The owner of any unit shall also, at his own expense, keep any other limited common areas which may be appurtenant to such unit and reserved for his joint or exclusive use in a clean, orderly and sanitary condition. The Association shall have the responsibility of painting and replacing any patio fencing. The Association shall have the further responsibility of maintaining the floor in the atriums appurtenant to the units.

7.4. Windows and Doors.

The owner of any unit shall, at his own expense, clean and maintain both the interior and the exterior surfaces of all windows of the unit and shall, at his own expense, clean and maintain the interior glass surfaces of all glass entry doors of the unit, including the interior and exterior surfaces of any door leading to any balcony, deck, atrium, terrace or patio appurtenant to such unit and designated on the Declaration on a limited common area reserved for the exclusive use of the owner of a particular unit. The exterior surfaces of all other entry doors shall be cleaned and maintained at common expense in accordance with a schedule determined by the Board of Directors and the interior surfaces thereof shall be maintained by and at the expense of the individual unit owner.

7.5 Access at Reasonable Times.

For the purpose, solely of performing any of the repairs or maintenance required or authorized by these By-Laws, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Association through its duly authorized agents or employees, shall have the right after reasonable efforts to give notice to the owner or occupant, to enter any unit at any hour considered to be reasonable under the circumstances.

7.6 Limitation of Liability.

The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or by the owner of any units, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the common areas or from any wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the owner of any unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the common areas. (No diminution or abatement of common expense assessments, as herein elsewhere provided shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common areas, or to any unit, or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.)

ARTICLE VIII
Assessments and Carrying Charges

8.1 Annual Assessments.

Each member shall pay to the Association a monthly sum ("assessments") equal to one-twelfth of the member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including, but 1n no way limited to the following:

(a) The cost of all operating expenses of the Project and services furnished, including charges by the Association for facilities and services furnished by it; and

(b) The cost of necessary management and administration, including fees paid to any Management Agent; and

(c) The amount of all taxes and assessment levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any; and

(d) The cost of fire and extended liability on the Project and the cost of such other insurance as the Association may effect; and

(e) The cost of furnishing water, electricity, heat, gas, garbage and trash collection and/or other utilities, to the extent furnished by the Association; and

(f) The cost of funding all reserves established by the Association including, when appropriate, a general operating reserve and/or a reserve for replacement; and

(g) The estimated cost of repairs, maintenance and replacements of the Project to be made by the Association.

The Board of Directors shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require. The Board of Directors shall make reasonable efforts to fix the amount of the assessment against each unit for each assessment period at least thirty days in advance of such date or period and shall, at that time, prepare a roster of the membership and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix the assessments hereunder for that or the next period, shall not be deemed a waiver or modification 1n any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the common areas or by abandonment of any unit.

8.2 <u>Special Assessments</u>.

In addition to the regular assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Project, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate, provided that any such assessment shall have the assent of the members representing two thirds of the votes entitled to be cast. A meeting of the members shall be duly called for this purpose, written notice of which shall be sent to all members at least five days but not more than 45 days in advance of such meeting, which notice shall set forth the purpose of the meeting.

8.3 <u>Reserve for Replacement</u>.

The Association may establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense.

Such fund shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the purpose of effecting the replacement of the common areas and equipment of the Project and for operating contingencies of a non-recurring nature. The proportionate interest of any owner in any reserve for replacements shall be considered an appurtenance of his unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the unit to which it appertains and shall be deemed to be transferred with such unit.

8.4 Non-Payment of Assessment.

Any assessment levied pursuant to these By-Laws, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the unit or units belonging to the member against whom such assessment is levied and shall bind such unit or units in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the member to pay such assessment shall, however, remain his personal obligation and a suit to recover a money judgment for non-payment of any assessment levied pursuant to these By-Laws, or any installment thereof, may be maintained without foreclosure or waiving the aforesaid lien. Any assessment levied pursuant to these By-Laws, or any installment thereof, which is not paid within ten days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed twelve percent per annum. The Association may bring an action at law against the member personally obligated to pay the same, or foreclose the lien against the unit or units then belonging to said member, in either of which events interest, costs and reasonable attorneys' fees of the sum claimed shall be added to the amount of each assessment.

8.5 Acceleration of Installments.

Upon default in the payment of anyone or more monthly installments of any assessment levied pursuant to these By-Laws, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

8.6 Subordination and Mortgage Protection.

Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these By-Laws upon any unit in the Project shall be subordinate to, and shall in no way affect the rights of the holder of any indebtedness secured by any recorded first mortgage upon such interest made in good faith and for value received; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser at such sale of the unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which said lien, if any, claimed shall have the same effect and be enforced in the same manner as provided herein.

ARTICLE IX
Use Restrictions

9.1. Residential Use.

All units shall be used for private residential purposes exclusively except for such temporary nonresidential uses as may be permitted by the Board of Directors from time to time. No business and/or the advertisement thereof shall be conducted from the Condominium property and/or any unit.

9.2 Leasing.

No unit within the Project shall be rented for transient or hotel purposes. No unit within the Project shall be leased without the written approval of the Board of Directors. No portion of any unit (other than the entire unit) shall be leased for any period. Any lease shall contain a provision to the effect that the rights of the tenant to use and occupy the unit shall be subject and subordinate in all respects to the provisions of the Declaration and these By-Laws and to such rules and regulations relating to the use of the common areas. All lease documents must be submitted to and approved by the board. A deposit of 10 months of Association fees is required no less than [15] days before the date of lessee's occupancy.

9.3 Prohibited Uses and Nuisances.

(a) No noxious or offensive activity shall be carried on within the Project or within any unit situate thereon, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other owners.

(b) There shall be no obstruction of any common area. Nothing shall be stored upon any common area (excepting those areas designated for storage or personal property by the owners of the units) without the approval of the Board of Directors. Vehicular parking upon common areas may be regulated by the Board of Directors. Any over-night guest parking in areas designated visitor and/or guest parking requires the prior written permission of the Board of Directors. No guests shall be permitted to park for a longer period than two (2) weeks in an area designated visitor and/or guest parking. (Visitors and/or guests parking in any space shall indicate on their automobile that they are visitors as such and to which unit.) Parking spaces upon the common areas may be assigned by the Board of Directors for use by the owner of particular units. Any and all parking must be within the lines assigned, both outdoors and indoors.

(c) Nothing shall be done or maintained in any unit or upon any common areas which will increase the rate of insurance on any unit or common areas, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any unit or upon common areas which would be in violation of any law. No waste shall be committed upon any common areas.

(d) No structural alteration, construction, addition or removal of any unit or common areas shall be commenced or conducted except in accordance with the provisions of these By-Laws.

(e) After November 16, 1991, no animals, reptiles or birds, including dogs or cats of any kind, shall be raised, bred, kept or maintained in any unit or in the common elements of the condominium.

(f) No signs of any character shall be erected, posted or displayed upon, in from or about any unit or common areas without the prior consent in writing of the Board of Directors and under such conditions as they may establish.

(g) No vehicle on which current registration plates are not displayed, trailer, truck, camper, camp truck, house trailer, boat or the like shall be kept upon any of the common areas, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any of the common areas without the prior written consent of the Board of Directors.

(h) No part of the common areas shall be used for commercial activities of any character.

(i) No burning of anything (except regular candles), and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted within any unit, upon any common areas, or on the grounds anywhere. Trash and garbage containers shall not be permitted to remain in public view.

(j) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any common areas at any time unless by the consent of the board.

(k) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any unit or upon any common areas without the prior written consent of the Board of Directors.

(l) There shall be no violation of any rules for the use of the units or common areas which may from time to time be adopted by the Board of Directors and the Board of Directors is hereby and elsewhere in these By-Laws authorized to adopt such rules.

ARTICLE X

Architectural Control

10.1 Architectural Control Committee.

Except for the original construction of the Project by the Declarant, and except for purposes of proper maintenance and repair or as otherwise provided in these By-Laws, no person shall install, erect, attach, apply, paste, hinge, screw, nail, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, porches, driveways, walls or make any change or otherwise alter (including any alteration in color) in any manner whatsoever to the exterior of any unit or upon any of the common areas within the Project until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change (including, without limitation, any other information specified by the Board of Directors) shall have been submitted to and approved in-writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors or by an architectural control committee designated by it. Approval in writing by the board is required before any aforementioned changes begin.

ARTICLE XI

Insurance

11.1 Insurance.

The Board of Directors of the Association shall obtain and maintained public liability insurance and casualty insurance coverage for the Project in the amount of the replacement value thereof or the full insurable value in the event that the value is less than the replacement value. Insurance coverage shall be adjusted as the replacement value or full insurable value of the property varies. The insurance coverage shall be written on the Project in the name of the Board of Directors as Trustee for each of the unit owners in the percentage established in Paragraph 8 of the Declaration. Premiums shall be common expenses. In the event of damage or destruction of Project or any portion thereof, if repair or reconstruction is required in accordance with the provisions of this paragraph, the proceeds of insurance shall be applied to the cost of such repair or reconstruction. If there is to be no repair or reconstruction because of a unanimous vote as provided in Article XII, below, the proceeds of the insurance shall be paid to the unit owners and any person holding a lien against such unit owners, as their interests may appear. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) All policies shall be written with a company or companies licensed to do business in the state of Wisconsin and holding a rating at the highest level in a [current mainstream insurance guide].

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors or its authorized representative.

(c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the owners of the units or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Association pursuant to the requirements of this Article shall exclude such policies from consideration.

(d) All policies shall provide that such policies may not be cancelled or substantially modified without at least 30 thirty days prior written notice to any and all insured's named thereon, including any and all mortgagees of the units.

(e) All policies of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board of Directors.

(f) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Board of Directors, the owner of any unit and/or their respective agents, employees or invites, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

(g) The owner of any unit (including the holder of any mortgage thereon) may obtain additional insurance (including a "condominium unit-owner' s endorsement" for improvements and betterments to the unit made or acquired at the expense of the owner) at his own expense. Each owner of a unit may obtain a "Tenant's Homeowners Policy", or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the unit, additional living expense, plate glass damage, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "condominium unit-owner's endorsement" covering losses to improvements and betterments to the unit made or acquired at the expense of the owner.

ARTICLE XII

Casualty Damage - Reconstruction or Repair

12.1 Casualty Damage.

In the event of damage or destruction of all or part of the Project, the damage shall be repaired or the property destroyed shall be rebuilt, unless all unit owners shall vote to the contrary. Such vote shall be taken by the Association at a meeting called for that purpose within ninety days of the date of the damage or destruction. In the event of reconstruction, the original design, plans and specifications shall be observed as nearly as practicable, unless the Association authorizes a variance, provided, however, that regardless of any authorized variance the number of square feet of any unit may not vary by more than 5% from the number of square feet of such unit as originally constructed, the number of units shall remain the same, and the location of the buildings shall be substantially the same. The Association may levy assessments if insurance proceeds are insufficient to pay the estimated or actual costs of reconstruction or repair.

ARTICLE XIII

General

13.1 Fiscal Year.

The fiscal year shall begin on the first day of January and end on the last day of December of each year.

13.2 Seal.

The Association shall not be required to maintain a corporate seal.

13.3 Record of Ownership.

Every unit owner shall promptly cause to be duly recorded or filed of record the deed, lease, assignment or other conveyance to him of such unit or other evidence of his title thereto and shall file such lease with and present such other evidence of his title to the Board of Directors, and the Secretary shall maintain all such information in the record of ownership of the Association. In addition, the following information is required to be provided to the Board and/or the current management company: full name; emergency contact numbers, including home, work, and cell; current mailing address; email address; license plate of all vehicles to be kept on the premises; mortgage company contact person & phone number; proof of condo insurance. All information provided to the Association will be used for notifications from the association only, and will not be sold or shared outside of the association and management company personnel.

13.4 Mortgages.

Any unit owner who mortgages his unit or any interest therein shall notify the Board of Directors of the name and address of his mortgagee, and also of the release of such mortgage, and the Secretary shall maintain all such information in the record of ownership of the Association. The Board of Directors at the request of any mortgagee or prospective purchaser of any unit or interest therein shall report to such person the amount of any assessments against such unit then due and unpaid.

13.5 Subordination.

These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Unit Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or said Unit Ownership Act.

13.6 Interpretation.

In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the unit owners.

13.7 Amendment.

These By-Laws may be amended by the Association in a duly constituted meeting for such purpose or by the circulation to the unit owners of a petition setting forth the details of the proposed amendment with space included therein for the signature of the respective unit owner or owners so as to indicate the acceptance or rejection of the proposed amendment; but no amendment, as referred to above and in either proceeding, shall take effect unless approved by unit owners of at least sixty-seven percent (67%) of the total units.

Introduction

The Brantwood Condominium Association has reviewed and adopted the following By-Laws effective November 30, 2010.

These supersede in their entirety any other versions of By-Laws that have previously been published.

These “laws/rules” are intended to create a pleasant and congenial living environment for all resident and their guests along with creating a procedure for their enforcement.

The Board of Directors considers it essential that all members of the association and their tenants familiarize themselves with these Rules and Regulations. The Board of Directors is committed to ensure these Rules and Regulations are adhered to. Your cooperation in supporting the following rules will contribute significantly to the protection of the rights and privileges of all.

Brantwood Condominium Homes, Inc.

DISCLOSURE MATERIALS

SECTION D

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION

OF

BRANTWOOD CONDOMINIUM HOMES, INC.
(A Non-Stock, Non-Profit Corporation)

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

ARTICLE I

Name

The name of the corporation shall be the BRANTWOOD CONDOMINIUM HOMES, INC.

ARTICLE II

Period of Existence

The period of existence of the corporation shall be perpetual.

ARTICLE III

Purposes

Purposes for which this corporation is organized are as follows:

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

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

(c) To engage in any lawful activity within the purposes for which a non-stock, non-profit corporation may be organized under the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, subject to the Unit Ownership Act and the Declaration.

ARTICLE IV

Powers

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

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

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

(c) To acquire and hold title to units for the benefit of the unit owners pursuant to the right of first refusal, or otherwise, as set forth in the Declaration and to sell, lease, mortgage, vote the votes appurtenant to, and otherwise deal with said units so acquired for the benefit of all unit owners as set forth in the Declaration;

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

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

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

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

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

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

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

ARTICLE V

Members

There shall be one class of members designated as "Unit Owner Members." The respective rights and qualifications of the class of members are set forth in the By-Laws of the corporation.

ARTICLE VI

Principal Office and Registered Agent

The location of the principal office of the corporation shall be 780 North Water Street, Milwaukee, Wisconsin 53202, and the initial registered agent shall be Joseph M. Bernstein, 780 North Water Street, Milwaukee, Wisconsin 53202.

ARTICLE VII

Directors

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

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

Thomas E. Nadler	8707 North Port Washington Road Milwaukee, Wisconsin 53217
Lloyd P. Levin	8707 North Port Washington Road Milwaukee, Wisconsin 53217
Joseph M. Bernstein	780 North Water Street Milwaukee, Wisconsin 53202

ARTICLE VIII

Incorporator

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

Joseph M. Bernstein
Attorney at Law
Godfrey & Kahn, S.C.
780 North Water Street
Milwaukee, Wisconsin 53202

ARTICLE IX

Stock, Dividends, Dissolution

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

In the event of dissolution of the corporation, all of its assets, after payment of its liabilities, shall be distributed to such one or more non-profit corporations, societies or organizations having purposes deemed by a majority of its directors to be similar to those of this corporation, and, if none are deemed to exist, then to non-profit corporations, societies or organizations devoted to the promotion of aesthetic, cultural or educational purposes.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 1st day of May, 1972.

Joseph M. Bernstein

Joseph M. Bernstein

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me this 1ST day of May, 1972, the above named Joseph M. Bernstein, known to me to be the person whose name is subscribed to the foregoing Articles of

REEL 651 IMAG 289

Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

Judith L. Sloan
Notary Public, Milwaukee County, Wis.

My Commission: expires Sept. 1, 1974

This instrument was drafted by Joseph M. Bernstein, Godfrey & Kahn, S.C., Attorneys at Law, 780 North Water Street, Milwaukee, Wisconsin 53202.

JUDITH L. SLOAN NOTARY PUBLIC STATE OF WISCONSIN

STATE OF WISCONSIN
DEPARTMENT OF STATE
FILED
MAY - 5 1972
ROBERT C. ZIMMERMAN
SECRETARY OF STATE

Form 14&15–1971

*10.00

REEL 651 IMAGE 290

United States of America

State of Wisconsin—Department of State

REGISTER'S OFFICE
Milwaukee County, Wis.
RECORDED AT 11:20 A.M.
on MAY 12 1972
Reel 651 Image 282 to 290

To All to Whom These Presents Shall Come, Greeting:

The undersigned, as Secretary of State of the State of Wisconsin, certifies that

(X) Articles of Incorporation ( ) Amendment to Articles of Incorporation ( ) Statement of Intent to Dissolve
( ) Articles of Dissolution ( ) Articles of Merger ( ) Name reservation
( ) Articles of Consolidation ( ) Restated Articles ( ) Change of Registered Office and/or Agent OF

BRANTWOOD CONDOMINIUM HOMES, INC.

4673157

of which the attached is a duplicate, was on the date hereof, accepted and filed in my office.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at the Capitol, in the City of Madison, on MAY 5 1972

ROBERT C. ZIMMERMAN
Secretary of State

11 CH REC 4673157 MAY-12-72 256650

Brantwood Condominium Homes, Inc.

DISCLOSURE MATERIALS

SECTION E

MANAGEMENT CONTRACT

CONDOMINIUM AND HOMEOWNERS ASSOCIATION MANAGEMENT AGREEMENT

ASSOCIATION: BRANTWOOD CONDOMINIUM ASSOCIATION, INC.

AGENT: HUNT MANAGEMENT INCORPORATED

For Property located at: 7001 N. GREEN BAY ROAD, GLENDALE, WISCONSIN

Beginning: AUGUST 1, 2018 Ending: JULY 31, 2019

This agreement (the "Agreement") is made and entered into this 22 DAY OF JUNE, 2018, by and between the unit owners' association known as BRANTWOOD CONDOMINIUM ASSOCIATION (the "Association"), which is established in accordance with the laws of the State of WISCONSIN for the property known as BRANTWOOD CONDOMINIUM ASSOCIATION, LOCATED AT 7001 N. GREEN BAY ROAD, GLENDALE, WISCONSIN (the "Property"), and HUNT MANAGEMENT INCORPORATED (the "Agent").

AUTHORITY OF THE AGREEMENT

The Board of Directors of the Association (the "Board"), on behalf of the Association, hereby appoints Agent to manage the Property, and Agent accepts appointment to manage the Property.
The parties further agree as follows:

Section 1 TERM OF AGREEMENT

The Board appoints Agent exclusively to manage the Property for a period of ONE YEAR, beginning AUGUST 1, 2018, and thereafter for periods of one year unless this Agreement is terminated as provided in this section or in sections 11 or 12. Either party may terminate this Agreement at the end of the initial term or at the end of any one-year renewal period provided that written notice is given to the other party on or before the sixtieth (60th) day prior to the expiration of the initial term or on or before the sixtieth (60th) day prior to the expiration of such one-year renewal period.

Section 2 SERVICES OF AGENT

Agent shall manage the Property to the extent, for the period, and upon the terms of this Agreement. Agent shall perform the following services in the name of and on behalf of the Association, and the Association hereby gives Agent the authority and powers required to perform these services.

2.1 COLLECTION OF ASSESSMENTS

Agent shall collect (and give receipts for, if necessary) all monthly and other assessments and other monies that are due the Association with respect to the Property and for all rental or other payments from concessionaires, if any. However, Agent shall have no authority or responsibility to collect delinquent assessments or other charges except to send notices of delinquency.

2.2 RECORDS OF INCOME AND EXPENDITURES

Agent shall maintain records of all income and expenses relating to the Property, and shall submit to the Association on or before the FIFTEENTH (15TH) day of the following month, a statement of receipts and disbursements for the preceding month, including a statement of the balance in the operating account for the Property.

2.3 PREPARATION OF ANNUAL BUDGET

SIXTY (60) days prior to the beginning of each fiscal year, which begins on JANUARY 1ST. Agent shall prepare and submit to the Board a recommended Annual Budget for the next year showing anticipated income and expenses for such year.

2.4 SUBMISSION OF ANNUAL REPORT

Within THIRTY (30) days after the end of each fiscal year, Agent shall submit to the Association a summary of all receipts and disbursements relating to the Property for the preceding year. However, submission of such annual report shall not be construed to require Agent to supply an audit. Any audit required by the Association shall be prepared at the Association's expense by an auditor(s) of its selection.

2.5 MAINTENANCE OF COMMON ELEMENTS

Subject to the direction of the Board, at the expense of the Association and in accordance with the Association's approved budget, Agent shall cause the common elements of the Property to be maintained according to appropriate standards of maintenance consistent with the character of the Property, including BUILDING & GROUNDS MAINTENANCE & REPAIR, ETC.

2.6 EMPLOYMENT OF PERSONNEL

Agent shall hire, pay, negotiate collective bargaining agreements with (if necessary), supervise, and discharge whatever personnel may be required to maintain and operate the Property on behalf of the Association and in accordance with the budget, job standards, and wage rates previously approved by the Association. All such personnel shall be employees of the Association and not of Agent, and all salaries, taxes, and other expenses payable to or on account of such employees shall be operating expenses of the Property.

2.7 PAYMENT OF EMPLOYMENT TAXES

Agent shall, on behalf of the Association, execute and file all tax and other returns and do and perform all acts required of the Association as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, all applicable federal, state, and local income tax laws, and all other laws, regulations, and/or ordinances governing employment and payment of wages. Upon request, the Board shall promptly execute and deliver to Agent all necessary powers of attorney, notices of appointment, and the like. The Association shall supply all funds to pay any taxes.

2.8 UTILITIES AND SERVICES CONTRACTS

Subject to the direction of the Board and on behalf of the Association, Agent shall negotiate contracts for water, electricity, gas, telephone, and such other services as may be necessary or advisable for the common elements of the Property. Agent shall also purchase on behalf of the Association such equipment, tools, appliances, materials, and supplies as are necessary for the proper operation and maintenance of the Property. All such contracts and purchases shall be executed in the name of the Association by its Board of Directors and at its expense.

2.9 PAYMENT OF EXPENSES

From the funds of the Association, Agent shall pay all expenses of the Property, including taxes, building and elevator inspection fees, water rates and other governmental charges, and all other charges or obligations incurred by the Association or by Agent on behalf of the Association with respect to the maintenance or operation of the Property or pursuant to the terms of this Agreement or pursuant to other authority granted by the Board on behalf of the Association.

2.10 RECORDS OF INSURANCE

Agent shall maintain appropriate records of all insurance coverage for the Property carried by the Association as specified in paragraph 10.2. Agent shall cooperate with the Board in investigating and reporting all accidents or claims for damage relating to the ownership, operation, and maintenance of the common elements of the Property, including any damage or destruction to them.

2.11 OTHER SPECIFIC SERVICES OF AGENT

TO BE NEGOTIATED AND MEMORIALIZED AS REQUIRED

Section 3 LIMITATION ON EXPENDITURES BY AGENT

In discharging its responsibilities under section 2 of this Agreement, Agent shall not make any unbudgeted expenditures or incur any nonrecurring contractual obligation exceeding $500.00, without the prior consent of the Association through the Board. However, no such consent shall be required to repay any advances made by Agent under the terms of section 5, Notwithstanding these limitations, Agent may, on behalf of the Association and without prior consent of the Board, expend any amount or incur a contractual obligation in any amount required to deal with emergency conditions which may involve a danger to life or property or which may threaten the safety of the Property or the individual owners and occupants or which may threaten the suspension of any necessary service to the Property.

Section 4 AGENT NOT RESPONSIBLE FOR MAINTENANCE OF INDIVIDUAL UNITS

Agent shall have no authority or responsibility for maintenance or repairs to individual units in the Property. Such maintenance and repairs shall be the sole responsibility of the owners individually.

Section 5 DISPOSITION OF FUNDS

Agent shall, on behalf of the Association, deposit collections and pay expenses of the Property as stated below.

5.1 DEPOSIT OF COLLECTIONS

Agent shall deposit all monies collected on behalf of the Association in a bank or other financial institution whose deposits are insured by the federal government or such other depository as directed by the Association AND AGREED TO BY AGENT in writing. The funds of the Association shall at all times be maintained separate and apart from Agent's own funds and from the funds of any others. Agent's designees shall be the only parties authorized to draw upon such accounts (EXCEPTING THOSE ACCOUNTS DESIGNATED AS 'RESERVES' FOR WHICH DIRECTORS / OFFICERS SHALL BE SIGNATORIES). Agent shall not be held liable in the event of bankruptcy or failure of such depository. Such operating account shall not be required to bear interest.

5.2 PAYMENT OF EXPENSES

Agent shall pay all expenses of operation and management of the Property from the Association's funds held in account by Agent. Any amounts owed to Agent by the Association shall also be paid from such account at any time without prior notice to the Association.

5.3 AGENT NOT REQUIRED TO ADVANCE FUNDS

Agent shall have no obligation to advance funds to the Association for any purpose whatsoever. Any funds advanced to the Association by Agent shall be repaid to Agent immediately from the Association's funds. Any sums due Agent under any provision of this Agreement, and not paid within THIRTY (30) days after such sums have become due, shall bear interest at the rate of 12% per annum.

5.4 BONDING OF EMPLOYEES

All employees of Agent who handle or are responsible for the safekeeping of any monies of the Association shall be covered by a bond protecting the Association. Such bond shall be in an amount and with a company determined by Agent and may be a blanket or umbrella bond. The expense of such bonding shall be paid by AGENT.

Section 6 ATTENDANCE AT BOARD MEETINGS

Agent, or a designated employee or other representative of Agent, shall attend ONE regular meeting of the Board EACH MONTH and the annual meeting of the Association. SUCH ATTENDANCE SHALL BE LIMITED TO ONE HOUR BEYOND WHICH A MINIMUM $100.00 PER HOUR CHARGE SHALL ACCRUE. Upon not less than SIX (6) DAYS notice, Agent or its designated representative shall attend ADDITIONAL meetings of the Board or of the Association as requested, provided that the Association shall pay Agent $100.00 per hour for that individual's attendance at each meeting. Agent or its representative shall be custodian of the official records of the Board and the Association. HOWEVER, neither Agent nor its representative shall be required to record the minutes of such meetings. (SEE SECTION 9.3)

Section 7 ONE BOARD MEMBER TO DEAL WITH AGENT

The Board shall designate one of its members who shall be authorized to deal with Agent on any matter relating to the management of the Property. Agent shall not accept directions or instructions with regard to the management of the Property from anyone else. In the absence of any other designation by the Board, the President of the Board shall be deemed to have this authority. Board appoints THE VICE PRESIDENT as alternate should the President be unavailable. Agent may, but is not required to, submit any matter, direction, instruction or the like to the Board and shall then follow the direction of the Board.

Section 8 LIMITATION OF AGENT'S AUTHORITY AND RESPONSIBILITY

Agent's authority to act and responsibility for the Property shall be subject to the limitations set forth below.

8.1 STRUCTURAL CHANGES

Agent shall have no authority to make any structural changes in the Property or to make any other major alterations or additions in or to any building or equipment therein, except such emergency repairs as may be required because of danger to life or property or which are immediately necessary for the preservation and safety of the Property or for the safety of the individual owners and occupants or which are required to avoid the suspension of any necessary service to the Property.

8.2 BUILDING COMPLIANCE

Agent shall not be responsible for the compliance of the Property or any of its equipment with the requirements of any building codes or with any statutes, ordinances, laws, rules, or regulations (including those relating to the existence and disposal of solid, liquid, and gaseous wastes, and toxic or hazardous substances) of any city, county, state, or federal governments or agencies, or any public authority or official thereof having jurisdiction over it. HOWEVER, Agent shall notify the Association promptly or forward to the Association promptly any complaints, warnings, notices, or summonses received by Agent relating to such matters. The Association represents that to the best of its collective knowledge the Property complies with all such requirements, and the Association authorizes Agent to disclose the ownership of the Property to any such officials and agrees to indemnify, defend, and hold Agent, its representatives, servants, and employees, harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed on them by reason of any present or future violation or alleged violation of such laws, ordinances, rules, or regulations.

8.3 AGENT ASSUMES NO LIABILITY

Agent assumes no liability whatsoever for any acts or omissions of the Board or the Association, or any previous boards or current or previous owners of the Property, or any previous management or other agent of either. Agent assumes no liability for any failure of or default by any individual unit owner in the payment of any assessment or other charges due the Association or in the performance of any obligations owed by any individual unit owner to the Association, pursuant to any lease or otherwise. Agent likewise assumes no liability for any failure of or default by concessionaires in any rental or other payments to the Association. Nor does Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of the Association in writing, and the Association shall promptly cure them.

Section 9 AGENT'S COMPENSATION

Agent shall be compensated for specific services as stated below.

9.1 FOR MANAGEMENT SERVICES

The Association shall pay Agent a management fee of $1,000.00 per month. The management fee shall be paid monthly in advance. The management fee shall be adjusted annually upon approval by the Board of the Annual Budget, which adjustment shall be incorporated into this Agreement by reference. No further charge shall be made by Agent for Agent's services and other services of Agent's professional staff, except as otherwise expressly provided in this Agreement. Any clerical services performed for the Association, such as preparation and circulation of notices and newsletters and general correspondence of the Association, shall be at the Association's expense, including postage and other expenses.

9.2 FOR CONSTRUCTION, REMODELING, OR OTHER CONTRACTING SERVICES

TO BE NEGOTIATED AND MEMORIALIZED AS REQUIRED

9.3 FOR OTHER SERVICES

ADDITIONAL MEETINGS, SITE INSPECTIONS, AND APPEARANCES AT DEPOSITIONS, HEARING, TRIALS OR SIMILAR PROCEEDINGS ON BEHALF OF OR IN CONJUNCTION WITH AGENT'S SERVICE TO ASSOCIATION - $100.00 PER HOUR.

Section 10 OBLIGATIONS OF THE ASSOCIATION

The Association shall insure the Property, Agent, and itself against liability and bear the expense of any and all litigation against the Property, Agent, and the Association as stated below. In addition, the Association shall provide for an initial deposit and contingency reserve and, through its Board, approve an Annual Budget for the Property.

10.1 SAVE AGENT HARMLESS FROM LIABILITY SUITS

The Association shall indemnify, defend, and save Agent harmless from all suits or other claims including, but not limited to, those alleging any negligence of Agent or its employees in connection with the Property or the management thereof and from liability for damage to property and injuries to or death of any employee or other person. The Association shall pay all expenses incurred by Agent including, but not limited to, all attorneys' fees, costs, and expenses incurred to represent Agent in regard to any claim, proceeding, or suit involving alleged negligence of Agent or its employees in connection with or arising out of the management of the Property.

10.2 ESTABLISH AND MAINTAIN LIABILITY INSURANCE

The Association shall carry at its own expense public liability, boiler, fire and extended coverage, elevator liability (if elevators are part of the equipment of the Property), and workers' compensation insurance, and such other insurance as may be necessary or appropriate. Such insurance policies shall name both the Association and Agent as ADDITIONAL INSUREDS, and their coverage shall be adequate to protect the interests of both parties and in form, substance, and amounts reasonably satisfactory to Agent. The Association shall provide Agent with certificates AND ADDITIONAL INSURED ENDORSEMENTS evidencing such insurance or with duplicate copies of such policies within TEN (10) days from the date of execution of this Agreement; or Agent may, but shall not be obligated to, place said insurance and charge the cost thereof to the account of the Association. Said policies shall provide that notice of default or cancellation shall be sent to Agent as well as to the Association and shall require a minimum of THIRTY (30) days' written notice to Agent before any cancellation of or changes to said policies. FURTHER, IT IS AGREED THAT THE ASSOCIATION'S INSURANCE COVERAGE SHALL BE PRIMARY AND AGENT'S INSURANCE COVERAGE SHALL BE NON-CONTRIBUTORY.

10.3 PAY ALL EXPENSES OF ANY LITIGATION

The Association shall pay all expenses incurred by Agent including, but not limited to, Agent's costs and time, any liability, fines, penalties or the like, settlement amounts, and attorneys' fees for counsel employed to represent Agent or the Association in any proceeding or suit involving any alleged or actual violation by Agent or the Association or the Board, or any combination of all of them, of any law or regulation of any governmental body pertaining to environmental protection, fair housing, or fair employment, including, but not limited to, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, family status, or mental or physical handicap. However, the Association shall not be responsible to Agent for any such expenses in the event Agent is finally adjudged to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Agent to employ legal counsel to represent the Board or the Association in any such proceeding or suit.

10.4 SAVE AGENT HARMLESS FROM LABOR LAW VIOLATIONS

The Association shall indemnify, defend, and save Agent harmless from all claims, investigations, and suits, or from the Association's or the Board's actions or failures to act, with respect to any alleged or actual violation of state or federal labor laws. The Association's obligation with respect to such violation(s) shall include payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense, and attorneys' fees.

10.5 PROVIDE FOR INITIAL DEPOSIT AND CONTINGENCY RESERVE

Immediately on commencement of this Agreement, the Association shall remit to Agent the sum of $5,000.00 to be deposited in the account(s) established for the Association pursuant to paragraph 5.1, such amount representing the estimated disbursements to be made in the first month, plus an additional sum of $5,000.00 as a contingency reserve. The Association agrees to maintain this contingency reserve amount at all times and shall agree in writing to a new contingency reserve when such is required. The contingency reserve thus established is to enable Agent to pay obligations of the Association as they become due and is an amount separate from the reserve funds which accrue from assessments of individual unit owners.

10.6 APPROVE ANNUAL BUDGET

Within THIRTY (30) days of receipt of the recommended Annual Budget prepared by Agent, the Board shall either approve the budget as submitted or provide Agent with written notice setting forth those items which are unacceptable to the Board or provide agent with written notice advising Agent what additional information is required. Failure to provide such notice to Agent within said thirty (30) day period shall be deemed as approval of the Annual Budget by the Board. Upon approval, Agent shall be authorized to operate and manage the Property in accordance with the Annual Budget.

Section 11 TERMINATION BY AGENT FOR CAUSE

Agent shall have the right to cancel this Agreement at any time in the event that any insurance required of the Association is not maintained without any lapse. Agent shall also have the right to cancel this Agreement at any time in the event it is alleged or charged that the Property or any equipment therein or any act or failure to act by the Board or the Association with respect to the Property or the sale, rental, or other disposition thereof or with respect to the hiring of employees to manage it fails to comply with or is in violation of any requirement of any constitutional provision, statute, ordinance, law, or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction over it, and Agent in its sole and absolute discretion considers that the action or position of the Association or the Board with respect thereto may result in damage or liability to Agent, or disciplinary proceeding with respect to Agent's license. Agent shall provide written notice to the Association of its election to terminate this Agreement, in which case termination shall be effective upon the service of such notice.

Section 12 TERMINATION BY THE ASSOCIATION; CANCELLATION FEE

The Association OR AGENT may cancel this Agreement at any time on not less than SIXTY (60) days prior notice to Agent OR ASSOCIATION. THERE SHALL BE NO CANCELLATION FEE.

Section 13 ASSOCIATION RESPONSIBLE FOR PAYMENTS

Upon termination of or withdrawal from this Agreement by either party, the Association shall assume the obligations of any contract or outstanding bill executed by Agent under this Agreement for and on behalf of the Association and responsibility for payment of all unpaid bills. In addition, the Association shall furnish Agent security, in an amount satisfactory to Agent, against any obligations or liabilities which Agent may have properly incurred on the Association's behalf under this Agreement.

Agent may withhold funds for ninety (90) days after the end of the month in which this Agreement is terminated, in order to pay bills previously incurred but not yet invoiced and to close accounts. Agent shall deliver to the Association, within ninety (90) days after the end of the month in which this Agreement is terminated, any balance of monies due the Association which were held by Agent with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits, and other papers or documents which pertain to the Property.

Section 14 RELATIONSHIP OF AGENT TO THE ASSOCIATION

The relationship of the parties to this Agreement shall be that of Principal and Agent, and all duties to be performed by Agent under this Agreement shall be for and on behalf of, in the name of and for the account of the Association. In taking any action under this Agreement, Agent shall be acting only as Agent for the Association, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that of Principal and Agent, or as requiring Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Property. Nor shall Agent at any time during the period of this Agreement be considered a direct employee of the Association. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

Section 15 INDEMNIFICATION SURVIVES TERMINATION

All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Association to have insured or to defend, reimburse, or indemnify Agent shall survive any termination; and if Agent is or becomes involved in any proceeding or litigation by reason of having been the Association's Agent, such provisions shall apply as if this Agreement were still in effect.

Section 16 HEADINGS

All headings and subheadings employed within this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

Section 17 FORCE MAJEURE

Any delays in the performance of any obligation of Agent under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, government regulations, riots, adverse weather, and other similar causes not within the control of Agent, and any time periods required for performance shall be extended accordingly.

Section 18 COMPLETE AGREEMENT

This Agreement, including any specified attachments, constitutes the entire agreement between the Association and Agent with respect to the management and operation of the Property and supersedes and replaces any and all previous management agreements entered into or/and negotiated between the Association and Agent relating to the Property covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by the Association and Agent. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by the Association and Agent in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein.

Section 19 RIGHTS CUMULATIVE; NO WAIVER

No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercise from time to time and as often as may be deemed expedient by those parties.

Section 20 APPLICABLE LAW AND PARTIAL INVALIDITY

The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of WISCONSIN. If any part of this Agreement shall be declared invalid or unenforceable, Agent shall have the option to terminate this Agreement by notice to the Association.

Section 21 NOTICES

Any notice required or provided for in this Agreement shall be in writing and shall be addressed as indicated below or to such other address as Agent or the Association may specify hereafter in writing.

21.1 TO AGENT

HUNT MANAGEMENT INCORPROATED
10520 N. BAEHR ROAD, SUITE Q
MEQUON, WI 53092
(OR LEGAL ADDRESS)

21.2 TO THE ASSOCIATION

President of the Board
(CURRENT LEGAL ADDRESS)

21.3.1 DELIVERY OF NOTICES

Notices or other communications between the parties to this Agreement may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository regularly maintained by the post office. Such notices may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails as provided herein.

Section 22 AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Agent and the heirs, administrators, successors, and assigns of the Association. Notwithstanding the preceding sentence, Agent shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business. In the event of such sale, Agent shall be released from all liability under this Agreement upon the express assumption of such liability by its assignee.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this 22 day of JUNE, 2018.

Board: BRANTWOOD CONDOMINIUM ASSOCIATION, INC.

BY Rachael Bodt

BY ______________________________

Agent: HUNT MANAGEMENT INCOROPORATED

BY ______________________________

Brantwood Condominium Homes, Inc.

DISCLOSURE MATERIALS

SECTION F

ANNUAL OPERATING BUDGET

HUNT
MANAGEMENT
INCORPORATED
SINCE 1982

A Community Presence

November 3, 2025

Re: 2026 Approved Budget / New Monthly Fee and Special Assessment

Dear Brantwood Condominium Homeowner,

The annual meeting, that was held back on November 12, 2024, and a quorum was declared. The Association voted on and approved at the annual meeting a **special assessment of $500. 00 per year due December 1st of each year for the next three years** for fire alarm system updating starting in 2025. Along with that there will be an increase in monthly fees as proposed and approved by the Board to **$495.00 per month starting January 1, 2026.**

We have enclosed the 2026 budget as adopted by the Board of Directors. It shows the new monthly assessment at $495.00 per month as approved by the Board and a $500.00 special assessment for three years starting in 2025 to pay for the fire alarm system upgrade.

The increase was necessary also due to the cost of materials and maintenance on an older building continues to grow, along with an increase in the cost of living. Utilities (Water /Sewer 10%, Electric 4.7%, and Insurance (17%-20%) have also gone up.

As a reminder, monthly assessment payments are due on or before the first of each month and if not received by the 10th, a late fee of $50.00 must be charged.

Lastly, if you are paying via electronic funds transfer (EFT), we will continue to withdraw the monthly fee as done in 2025. The special assessment will require your approval to have taken out or you can submit a check.

For those of you that have your bank pay your fees, please advise them to send checks to the following mailing address: Brantwood Condominium Homes, c/o Hunt Management, P.O. Box 1755, Arlington Heights, IL 60006-1755. *Note: If you use this payment method to submit your monthly assessments, please double check the payment mailing address on your banking website/app to ensure monthly assessment payments are sent to the correct mailing address as stated above.*

If you would like to sign up for EFT, please contact our office at (262) 238-1480.

Should you have any questions regarding the attached budget or payment options please contact us.

Thank you.

Sincerely,
Hunt Management Incorporated, AAMC
Management Company for Brantwood Condominium Homes, Inc.

Wayne Grabowska, ARM®, CPM®, CMCA, AMS
Portfolio Manager
wgrabowska@huntmanagement.com

BRANTWOOD CONDOMINIUM HOMES INC.
2025 INCOME AND EXPENSE SUMMARY
AND 2026 APPROVED BUDGET

	INCOME	APPROVED BUDGET 2024 $400/ Month	APPROVED BUDGET 2025 $470.00/ Month	ACTULAL 2025 1-1-25 -7-31-25	PROJECTED 2025 END OF Year	APPROVED BUDGET 2026 $510.00/ Month	
60100-00	ASSOCIATION FEES	$153,600.00	$180,480.00	$105,280.00	$180,480.00	$190,080.00	$495.00 PER UNIT
60150-00	PREPAIDS	$0.00	$0.00	-$1,010.00	$0.00	$0.00	
60500-00	LATE FEES	$0.00	$0.00	$400.00	$0.00	$0.00	
60650-00	MOVE FEES	$0.00	$0.00	$1,000.00	$0.00	$0.00	
60700-00	TRANSFER FEES	$0.00	$0.00	$100.00	$0.00	$0.00	
60800-00	LEGAL FEES	$0.00	$0.00	-$219.00	$0.00	$0.00	
60900-00	LEASING FEES	$0.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	
	SPECIAL ASSESSMENT	$0.00	$16,000.00	$3,000.00	$16,000.00	$16,000.00	$500.00 PER UNIT
60800-00	SECURITY DEPPOSITS	$0.00	$0.00	$0.00	$0.00	$0.00	
70100-00	INTEREST	$200.00	$0.00	$2,054.15	$3,629.00	$0.00	
70200-00	RESERVE TRANSFER	$28,200.00	$26,850.00	$0.00	$0.00	$5,189.00	
	TOTAL	**$182,000**	**$225,830**	**$113,105**	**$202,609**	**$213,769**	

	EXPENSES						
80200-00	BANK SERVICE FEES	$75.00	$0.00	$0.00	$0.00	$0.00	
80300-00	CARPET CLEANING	$800.00	$832.00	$0.00	$915.00	$1,903.00	2 times per year +4%
80400-00	COMMON AREA ELECTRIC	$12,848.00	$12,474.00	$7,426.50	$12,474.00	$13,060.00	Current Cost + 4.7%
80500-00	ELECTRICAL REPAIRS	$200.00	$0.00	$0.00	$0.00	$0.00	Deleted
80700-00	FIRE SYSTEMS	$600.00	$600.00	$215.03	$600.00	$600.00	No Change
80800-00	GENERAL MAINTENANCE	$7,500.00	$6,175.00	$6,809.09	$7,200.00	$6,800.00	Estimated
80900-00	LANDSCAPE	$7,815.00	$8,050.00	$3,580.00	$8,050.00	$7,900.00	Per Contract
80901-00	GROUNDS MAINTENANCE	$893.00	$800.00	$0.00	$800.00	$800.00	No Chanage

81000-00	INSURANCE	$17,106.00	$21,277.00	$13,968.64	$22,315.00	$25,432.00	Current Cost +20% Starting in May
81200-00	JANITORIAL	$5,931.00	$5,547.00	$3,204.96	$5,845.00	$6,526.00	Current Cost +3 %
81300-00	LEGAL COUNCEL FEES	$500.00	$500.00	$708.50	$708.50	$500.00	No change
81400-00	MANAGEMENT FEE	$14,999.00	$15,749.00	$9,186.94	$15,749.00	$16,221.00	Current Cost 3%
81500-00	OFFICE EXPENSE	$500.00	$700.00	$887.19	$1,387.00	$1,000.00	Estimated
81600-00	OVERHEAD DOOR REPAIRS	$500.00	$500.00	$0.00	$500.00	$500.00	Estimated
81700-00	PEST CONTROL	$336.00	$692.00	$462.00	$792.00	$813.00	Current Cost +3%
81750-00	PHONE-INTERCOM	$1,997.00	$1,963.00	$1,119.82	$1,920.00	$1,978.00	Current Cost +4%
81800-00	PLUMBING REPAIRS	$500.00	$0.00	$0.00	$0.00	$0.00	
82000-00	ROOFING/GUTTER REPAIRS	$600.00	$600.00	$500.00	$1,000.00	$1,000.00	Estimated
82100-00	SNOW REMOVAL	$11,000.00	$12,333.00	$3,620.00	$12,333.00	$10,000.00	Per Contract
82200-00	GENERAL SUPPLIES	$500.00	$600.00	-$3.59	-$3.59	$0.00	Deleted
82300-00	ACCOUNTING SERVICES	$195.00	$205.00	$200.00	$200.00	$200.00	Estimated
82350-00	TAXES	$0.00	$0.00	$496.00	$496.00	$550.00	Estimated
82400-00	WASTE/RECYCLE REMOVAL	$5,735.00	$5,964.00	$3,598.07	$6,231.82	$6,568.00	Current Cost +4%
82500-00	WATER/SEWER	$17,000.00	$19,193.00	$14,984.46	$19,913.00	$20,633.00	Estimated Cost
82600-00	WINDOW/GUTTER CLEANING	$400.00	$400.00	$885.00	$1,770.00	$1,770.00	Cleaning Spring/Fall
82700-00	GARAGE CLEANING	$500.00	$500.00	$0.00	$0.00	$500.00	No Change
	RESERVE CONTRIBUTIONS						
819850-00	FIRE ALARM	$0.00	$0.00	$22,491.00	$38,556.00	$38,556.00	Fire Alarm Resrve
81900-00	RESERVE CONTRIBUTIONS	$44,770.00	$83,326.00	$29,846.64	$44,770.00	$44,770.00	No Increase
	TOTAL	**$153,800.00**	**$198,980.00**	**$124,186.25**	**$204,521.73**	**$208,580.00**	

BRANTWOOD CONDOMINIUM HOMES INC.
2025 INCOME AND EXPENSE SUMMARY
AND 2026 APPROVED BUDGET

RESERVE PROJECTS	APPROVED BUDGET 2024	APPROVED BUDGET 2025	PROJECTED 1-1-25 -7-31-25	PROJECTED 2025 END OF Year	APPROVED BUDGET 2026
SECURITY DEPOSITS	$0.00	$0.00	$8,000.00	$0.00	$0.00
TREE WORK	$0.00	$0.00	$3,611.19	$0.00	$5,189.00
WATER DAMAGE	$0.00	$0.00	$0.00	$0.00	$0.00
EXTERIOR PAINTING / CARPENTRY	$28,200.00	$26,850.00	$4,859.00	$0.00	$0.00
CONCRETE	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL SPECIAL PROJECTS	**$ 28,200.00**	**$ 26,850.00**	**$ 16,470.19**	**$ -**	**$ 5,189.00**
GRAND TOTAL	**$ 182,000.00**	**$ 225,830.00**	**$ 140,656.44**	**$ 204,521.73**	**$ 213,769.00**
PROFIT / LOSS	**$ -**	**$ -**	**$ (27,551.29)**	**$ (1,912.73)**	**$ -**

NOTE: EXPENSES NOTED ABOVE AS "RESERVE PROJECTS" ARE FUNDED VIA THE ASSOCATION'S RESERVE. ALL OTHER EXPENSES ARE FUNDED VIA THE OPERATING FUND.

ESTIMATING COST FOR FIRE ALARM SYSTEM IN FOUR YEARS $243,429.00.
BREAK DOWN OF RESERVE ALLOCATION FOR NEXT FOUR YEARS:
$24,708.00 PER YEAR ALLOCATED FOR OTHER CAPITAL EXPENSES.
$60.857.00 PER YEAR ALLOCATED FROM RESERVES FOR FIRE ALARM SYSTEM.
SPECIAL ASSESSMENT OF $500.00 PER UNIT PER MONTH PER YEAR PAID BY DECEMBER 1ST OF EACH YEAR.

Brantwood Condominium Homes, Inc.

DISCLOSURE MATERIALS

SECTION G

RULES AND REGULATIONS

Brantwood Condominium Homes, Inc.
Proposed Rules & Regulations

Revised and Adopted on 05/21/2019

Table of Contents

Introduction

Welcome to Brantwood Condominiums! This booklet has been prepared by your Board of Directors and will provide you with a guide to how our condominium community operates.

This booklet is a living document and will change from time to time. Changes will be made available to all unit owners promptly after they are approved. Of course, this is your condominium, so any recommendations for improvements are very welcome.

Board of Directors

Each year at our annual meeting the owners elect a Board of Directors to represent them in matters regarding the condominium association.

The Board of Directors are volunteers and are not compensated.

The Board of Directors meets monthly to review the business of the condominium and make decisions.

If you want to communicate to the Board on any issues, please do so through the Property Manager.

Property Manager

The Board of Directors has hired a property management company, Hunt Management to manage the day to day affairs of the condominium. When you have issues or concerns, please contact our Property Manager directly:

Hunt Management, Inc., AAMC
10520 N. Baehr Road, Suite Q
Mequon, WI 53092

Phone: (262) 238-1480
Fax: (262) 238-1485
Website: www.huntmanagement.com

Annual Meeting

The Board of Directors shall call an annual meeting to hold elections for new Board of Directors. It is very important that as many unit owners as possible attend this meeting. If you are unable to attend, please contact the Property Manager about completing a proxy so that your unit can be represented in the election.

Condominium Dues

Common area expenses are paid for with funds collected from the unit owners. These expenses are allocated to each unit owner per the condominium declaration and bylaws.

Annual Budget

By November 1 of each year, the Board of Directors will prepare an itemized budget for the following years anticipated expenses. The purpose of the budget is to facilitate good financial planning as well as to establish each unit owners share of those expenses.

Once the Board of Directors approves the budget, each unit will receive a copy of the budget.

Special Assessments

From time to time, the Board of Directors may determine that a special assessment is necessary to cover unusual or unplanned expenses.

In the event of a special assessment, each unit will be notified of the purpose and the amount of the assessment. The assessment would need to be voted on at a special meeting with all unit owners.

Payment of Assessment

You can remit your assessment in two ways. Your can mail your payment to:

Brantwood Condominiums
c/o Barrington Bank
PO Box 1755
Arlington Heights, IL 60006-1755

A simpler alternative is to sign up for the direct withdrawal from your bank account. For more information on this option, please contact our Property Manager.

Capital Reserves

The Board of Directors is required to create a reserve fund, to be used for capital expenses involving common and limited common elements of the condominium.

A portion of the assessment you pay each month is deposited into this reserve fund.

Failure to Pay Assessments

All assessments, including regular and special are due on the first of each month. In the event payment is not received by the Association on or before the tenth (10^{th}) day of the month, a late fee in the amount of $50 will be assessed against the Unit Owner. In addition the Board of Directors shall have the right and duty to attempt to recover such late payment fees, together with interest at the compound rate of 1.5% per month and all costs of collection, including reasonable attorney fees,

Insurance
The Association purchases a policy that helps protect us from damage to the building as well as arising from personal injury claims.

It is important to understand that this policy does not cover personal property, including the contents of units, storage lockers or garages.

Unit owners should maintain Condominium Unit owner's HO-6 policy.

Windows
Windows are a part of the condominium unit. You are responsible for their upkeep, but you cannot alter their appearance or replace them with different windows without prior written approval of the Board.

Guests
Residents are welcome to have guests visit them at any time. However, a few rules apply:

1. Unit owners are, at all times responsible for the actions of their guests.
2. Guests are at all times required to abide by the rules.
3. If a guest will be staying with you and you provide them with keys, make sure that they return their keys at the end of their stay. It is important that access to the building remain controlled as possible.
4. Social gatherings are often a source of noise complaints. Please be courteous to your neighbors.

Noise
Noise is one of the most sensitive issues in a condominium living.

1. Quiet hours are 10pm – 7am, which include not doing laundry, vacuuming, running dishwasher.
2. Noise from any source (such as audio equipment, socializing, etc.) must be kept to a reasonable level. In this context "reasonable" means becoming a distraction or irritant to neighbors.
3. Excessive noise should be dealt with in a neighborly way. If this proves unsuccessful, a "disturbing the peace" call should be made to the Glendale Police Department.

Common Elements
Common elements of the building are for the enjoyment of all the residents. As such, there are certain restrictions that apply their usage:

1. Residents may not in any way obstruct access to any portion of the common areas. This includes access to other units, the parking garage, parking spaces, stairwells, doorways, dumpsters or storage lockers.
2. Residents must keep noise to a minimum in the common areas.
3. Smoking is prohibited in the common areas of the building. This includes the hallways, garage, storage areas and lobbies.

4. Resident may not store or place personal property in the common areas. There are two exceptions to this rule:
   (a) Each unit will be permitted a welcome mat immediately outside of their door; however, the coconut fiber mats are prohibited.
   (b) Decorations (such as a wreath) will be permitted on the door of a unit, provided that it is not offensive.

Units

A man's home is his castle, but in the case of condominiums, you need to think about your neighbors:

1. This is a residential building. No unit shall be used for commercial purposes, except for a home office that doesn't involve regular visits by employees or being open to the public or clients.
2. No signs, displays, or advertising materials of any kind shall be displayed from any unit without prior written permission from the Board of Directors.
3. Residents shall not use any portion of the premises, including their unit, for unlawful purposes.
4. Window treatments are limited to blinds, window shades, or draperies with a neutral colored backing.
5. Owners must keep Units in good order and repair, and maintain them in a clean and sanitary condition. This includes all equipment, fixtures and appurtenances. For more particulars, owners should read and understand provisions in the Bylaws section 7.3 and 7.4.
6. Window air conditioners are prohibited.

Balconies

The balconies (sometimes also referred as patios or atriums), while for the exclusive use of the unit owner, do impact our appearance of our building and can pose certain safety concerns. Therefore, owners have a shared interest in establishing and enforcing what activities and items are appropriate relative to the balconies.

1. Children are permitted on balconies only under adult supervision.
2. Balconies may not be used for storage of boxes, bicycles, or other items that will distract from the appearance of the building.
3. Balconies may not be used for hanging laundry, blankets, or rugs that would be visible from the exterior of the building.
4. Balconies may not be used for general storage of household items, tools, machinery or construction materials except temporarily to accommodate a project inside the unit.
5. Residents and guest may not drop or throw items or pour liquids off the balconies.
6. Loose objects that can be blown around in high winds are not permitted on the balconies. Unit owners are responsible for any damage or injury that occurs due to items falling off their balconies.
7. Residents may not mount antennas, satellite dishes or other equipment on their balcony wall or any portion of the building exterior without prior written approval from the Board of Directors.

8. No signs or banners shall be displayed on balconies or any portion of the exterior of the building.
9. The rule that noise be kept to a reasonable level applies to balconies as well as interior building areas.
10. Burning anything is prohibited on a balcony, and items specifically prohibited include, gas/charcoal grill, fire pits, torches, gas heaters, fireworks. Hazardous items and equipment such as deep fryers (for example) are also prohibited.
11. Rugs/Carpeting is prohibited on the flooring of the patio, which holds in the moisture and speeds up deterioration.
12. Flower boxes are not permitted to be hung on the exterior of the deck. Flower boxes cannot be attached/affixed into the railing.
13. Bird feeders and bird baths are prohibited on the balconies. They attract rodents and cause a nuisance to units below.
14. These items are permitted on balconies if kept in good condition and not unsightly: standard outdoor furniture, garden urns, statuary and self-contained water features that do not splash onto balconies beneath.
15. Balcony items must also conform to ordinance and other legal restrictions, especially related to outdoor cooking equipment. The owner will solely and completely be responsible for any fines and penalties and for damage to the building or property resulting from non-conforming items.

Garage and Outdoor Parking

1. No parking is permitted outside of an assigned parking space.
2. No unlicensed, inoperable, or unsightly vehicles may be parked in the garage or the parking lot.
3. Parking is not permitted in the driveway.
4. Parking is limited to automobiles, light trucks, or motorcycles. Campers, trailers, boats and recreational vehicles are not permitted without prior written approval from the Board of Directors.
5. Visitor Parking is for visitors only.
6. Vehicles must park within the yellow lines of the assigned parking spots. No part of the vehicle may extend beyond the end of those lines.
7. Vehicles that are leaking fluids must not be parked in the garage. These fluids may be hazardous or may damage the concrete floors.
8. Minor automotive repairs not involving fluids are permitted in the garage. Major repairs or repairs involving fluids (such as oil changes) must be performed off-premises. The area where you are working must be cleaned up when you are done with repair, or if you leave for more than a short period of time.
9. Periodically, the garage floor will be cleaned with power sprayers. You will be notified in advance and require to remove your vehicles during the designated period of time.
10. Personal property such as boxes, furniture and other items may not be stored in the parking spaces.

11. Owners may not rent their parking spaces out to anyone who is not a resident of the building.
12. Bicycles only can be stored in front of cars in parking garage.

Garbage

1. Garbage that can create a mess or smell must be placed in a sealed plastic bag before it is deposited into dumpsters.
2. Recyclable cardboard, paper, glass and plastic should be deposited into the recycle bin. All cardboard boxes must be broken down.
3. Certain items, such as furniture, carpeting, appliances will need to be removed by owner at the owners expense. If it does not fit in container, do not place on the outside of the dumpsters. You will need to dispose of it or you can call City of Glendale for special pick up.
4. Keep the dumpster lids closed at all times.
5. Under no circumstances are the dumpsters to be used for construction debris. Construction dumpsters must be rented by the unit owners and their placement arranged with the Property Manager.

Storage

1. All items must be kept in storage lockers. Not items may be placed outside the storage lockers.
2. Flammable items cannot be stored in locker area.
3. Bicycles must be stored inside storage lockers.

Rentals

Leasing units is allowed in the building per the Section IX, 9.2 of the Bylaws.

1. In addition to the Bylaws, Wisconsin Statues 703.315, unit owner must provide a copy of the lease within 5 business days after entering into an agreement.
2. Before a tenant occupies a unit, the unit owner must provide a copy of the Associations Declarations, Bylaws and Rules and Regulations
3. Tenant must sign and complete a rental agreement for compliance, which states that they will comply with governing documents for the association.

Moving

1. Unit owners are responsible for notifying the Property Manager when a resident will be moving into or out of the building.
2. When a unit goes up for sale, the unit owner is required to notify the Property Manager of the date the unit went on the market.
3. When moving, doors cannot be propped open and left unattended such that unauthorized person could enter the building. If owners notice that an outside door has been propped open and left unattended, the owner should close the door.
4. Owners/Residents are responsible for any damages done during a move.

Pets

1. Pets are not allowed.
2. Brantwood abides by all federal and state laws, including, but not limited to, the Federal and Wisconsin Fair Housing Acts and the Americans with Disabilities Act.

Enforcement

Each violation of the Rules and Regulations, Bylaws or Condominium Declaration shall be punishable, at the discretion of the Board, by all means set forth in the Rules and Regulations, Bylaws, Condominium Declaration or any applicable state or federal law, including one or more of the following:

1. A written reprimand;
2. A fine in the amount not to exceed $500, plus $25 per day that the violative conduct persists, plus reasonable attorney fees;
3. By the Association removing or correcting the violation, the cost of which, including reasonable attorney fees, shall be billed to the Unit Owner.

All fines and costs are due 30 days from the date of the mailing notice of the fine or cost. Any fine or cost not paid when due shall accrue interest at the compound rate of 1.5% per month and the Unit Owner shall be liable for all costs of collection, including reasonable attorney fees. In the event fines and costs, or costs incurred by removal or correction, shall not be paid within 30 days, the payment may be secured by filing a lien against the Unit of the offender, as prescribed by law.

Disputes

If you are fined for breaking a rule and wish to dispute the incident, you have two options:

1. Write a letter to the Board of Directors (you must send it to the Board through the Property Manager) explaining why you feel you should not be fined. The Board will consider the evidence and render a decision at the next scheduled Board Meeting.
2. Write a letter to the Board of Directors (you must send it to the Board through the Property Manager) requesting an informal hearing before the Board. The Board will consider the case and render a decision no later than the next scheduled Board meeting after the hearing.

Late fees and interest will not apply to fines that are being appealed.

Collection Policy

1. Units with a balance due that is equal to 2 month's association fee, will be referred to an attorney for collection.
2. Unit will be responsible for all reasonable attorney fees.
3. Payments received will be applied in order as follows: (1) Legal fees (2) Late fees (3) Fine/violation fees (4) Assessments.

Glossary

Some terms used in this document are described below:

Board of Directors – a body of unit owners, elected for a one-year term to guide the affairs of the condominium associations.

Bylaws – the document that lays out the basic operation of the condominium. The bylaws can be changed or amended with a 2/3rds vote by unit owners.

Common Elements – the common elements of our condominium are the areas that are for the enjoyment of all the residents of the condominium association. These include areas such as the public hallways, the parking garage, and the exterior of the building. The use of the common elements is controlled by the Association.

Declaration – the document created the condominium. It describes the condominium, including common areas and units. The declaration can only be changed or amended with the consent of 75% of the unit owners and the mortgagees.

Guest – anyone who is not a resident of the building, but is here to visit or perform a service for a resident. All rules extend to guests, who are the responsibility of the unit owner.

Limited Common Elements – limited common elements are common elements that are reserved for the use of a single unit. These include area such as balconies, patios and the front door of your unit. While these elements are for the exclusive use of a single unit, they are still controlled by the Association.

Property Manager – a Property Manager, hired by the Board of Directors to perform the day to day tasks a needed for the property operation of the condominium.

Resident – someone who lives in the building. They may or may not be the owner of the unit.

Unit – a unit is not a common element. It is exclusively for the use of the unit owner, and the Association exercises relativity little control over its use. Exceptions include usage that affects other residents in a negative way, such as noise.

Unit Owner – the owner of record of a particular unit.

IMPORTANT INFORMATION
Please keep this information with your governing documents

Brantwood Condominium Homes, Inc.

RESOLUTION ON INSURANCE DEDUCTIBLES

WHEREAS the Board of Directors of Brantwood Condominium Homes, Inc. (the "Association") has power to promulgate and enforce rules and regulations pursuant to Article IV, Section 4.2 (d), of the By-Laws;

THEREFORE, BE IT RESOLVED that the Association adopt the following Rule related to insurance deductibles:

Insurance Deductible. In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.

The Board of Directors adopted this resolution on _May 31________, 2023, with the policy to take effect on _May 31___, 2023.

President Gretchen Kletzien
Gretchen Kletzien (May 31, 2023 17:16 CDT)

Secretary Aaron Reckinger
Aaron Reckinger (Jun 1, 2023 08:32 CDT)

IMPORTANT INFORMATION
Please keep this information with your governing documents

Brantwood Condominium Homes, Inc.

RESOLUTION TO ADOPT RULES ON RENTALS AND MOVING PROCEDURES

WHEREAS the Board of Directors of Brantwood Condominium Homes, Inc. (the "Association") has power to promulgate and enforce rules and regulations pursuant to Article IV, Section 4.2 (d), of the By-Laws;

THEREFORE, BE IT RESOLVED that the Association adopt the following Rules, which shall replace any previously adopted Rules to the contrary:

Rentals

Section IX, 9.2 of the Bylaws places some restrictions on unit rentals, including that a unit may not be rented without written approval of the Board of Directors. The following Rules also apply to rented Units:

1. In addition to the Bylaws, Wisconsin Statues 703.315, unit owner must provide a copy of the lease within 5 business days after entering into an agreement.

2. Before a tenant occupies a unit, the unit owner must provide a copy of the Associations Declarations, Bylaws and Rules and Regulations.

3. Tenant must sign and complete a rental agreement for compliance, which states that they will comply with governing documents for the association.

4. Only 25% of the Units shall be allowed to lease at any given time (the "Leasing Limit"). An Owner of a Unit must occupy the Unit for at least one (1) year before the Unit is eligible for leasing, and if not leased as allowed in this section, the Unit must be owner occupied (the "Owner Occupancy Requirement"). For purposes of this section, the Owner Occupancy Requirement will not be breached if the occupants are the unit owner's immediate family members, herein defined as a parent, child, spouse/domestic partner, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner; further, if a Unit is owned by an entity, the Owner Occupancy Requirement shall be met if the person occupying the Unit has a substantial ownership interest in the entity or is a trustee or beneficiary of a Trust. The Board of Directors is entitled to ask for evidence showing the purported relationship or ownership interest in the unit. An exception to the Leasing Limit and Owner Occupancy Requirement is granted to the Units being rented at the time of adoption of these Amended and Restated Bylaws (the "Grandfathered Units"). When any of the Grandfathered Units is sold, conveyed, or title otherwise transferred following the adoption of these Amended and Restated Bylaws, upon such sale, conveyance, or transfer, that Unit will no

longer be "grandfathered," and will be subject to the Leasing Limits and Owner Occupancy Requirement. Further, once a unit is no longer grandfathered, it will not be eligible again for leasing until a place becomes available within the Leasing Limit. **In no event will the Leasing Limit or the Owner Occupancy Requirement apply to the Association, where the Unit is acquired by foreclosure of the Association's interest, either judicially or by accepting a deed in lieu of foreclosure**. The Board of Directors will have discretion as to the administration of the Leasing Limit, and may keep a waiting list to assist with the administration and enforcement of these leasing rules.

5. Any unit owner leasing a unit must participate in auto payment of assessments (ACH).

6. Leases must be at least one year in length—no shorter term leases are allowed.

7. Any lease renewals must be approved in writing by the Board of Directors before the renewal term begins and all of the above Rules, as well as Section 9.2 of the Bylaws, apply to lease renewals. The unit owner must be current on assessment payments in order for a proposed lease, new or renewal, to be approved by the Board.

8. Every lease must provide that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation. Any costs associated with Association-initiated eviction proceedings shall be assessed to the unit owner.

9. The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of the Declaration, the Articles, the By-laws, and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use by tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

10. The ten (10) month deposit required of renting owners in Section 9.2 of the Bylaws shall be deposited into an Association-held escrow account, which shall be non-interest bearing.

Moving

1. Unit owners are responsible for notifying the Property Manager when a resident will be moving into or out of the building.

2. When a unit goes up for sale, the unit owner is required to notify the Property Manager of the date the unit went on the market.

3. When moving, doors cannot be propped open and left unattended such that unauthorized person could enter the building. If owners notice that an outside door has been propped open and left unattended, the owner should close the door.

4. Owners/Residents are responsible for any damages done during a move.

5. To defer the cost to the Association of frequent moves associated with tenant turnover and the cost of the additional wear and tear to the Common Elements associated with moving a household, the Association will charge a move-in and move out fee that will be assessed to a Unit Owner who is leasing their Unit as an approved rental defined by the Bylaws and Rules and Regulations. This fee shall be $500 and will be assessed each time there is a new tenant which is to cover the expenses of the primary move-in and move-out.

These move-out and move-in assessments are in addition to any amounts that the Association may charge for damage, beyond normal wear and tear, to the Common Elements that occurs during the move as provided in the Bylaws or Rules. An Owner who does not provide the notice required under paragraph 1 shall be subject to fines for violation of this Rule. Any moving fee that is assessed to the Owner's Unit shall be subject to late fees and collection actions in the same manner as assessments and other Association fees and charges as provided in the Bylaws.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.

The Board of Directors adopted this resolution on May 31, 2023_, with the Rule to take effect on _May 31_, 2023_.

President Gretchen Kletzien
Gretchen Kletzien (May 31, 2023 17:16 CDT)

Secretary Aaron Reckinger
Aaron Reckinger (Jun 1, 2023 08:32 CDT)

IMPORTANT INFORMATION
Please keep this information with your governing documents

Brantwood Condominium Homes, Inc.

RESOLUTION TO ADOPT RULES ON TENANT/RENTER INSURANCE AND AN ANNUAL FEE ON LEASED/RENTED UNITS

WHEREAS the Board of Directors of Brantwood Condominium Homes, Inc. (the "Association") has power to promulgate and enforce rules and regulations pursuant to Article IV, Section 4.2 (d), of the By-Laws;

WHEREAS it is the intent of the Board of Directors to provide adequate property and liability insurance. While the insurance program provides protection for the Association and its Unit Owners, it does not provide protection in any way, for the benefit of or the responsibilities of, tenants that are renting a Unit from a Unit Owner;

WHEREAS it is the intent of the Board of Directors to offset the administrative costs involved in monitoring rental/tenant units, including but not limited to, managing the collection and verification of lease documents, rental insurance certificates, tenant information accuracy, etc.;

THEREFORE, BE IT RESOLVED that the Association adopt the following Rules, which shall replace any previously adopted Rules to the contrary:

Tenant/Renter Insurance.

A. Tenants/Renters of all units shall obtain and maintain insurance policies for any losses or damage for their own personal property.

B. Tenant Liability Insurance – Tenants/Renters of all units shall obtain and maintain comprehensive liability policies having combined limits not less than Five Hundred Thousand Dollars ($500,000) for each occurrence. The insurance shall provide for the negligent acts of tenants, guests, and other occupants of the units for damage to the Common Elements, Limited Common Elements, individual units, and/or personal property of others.

C. Brantwood Condominium Homes, Inc. shall be listed on the policy as an additional insured and as a certificate holder.

D. Evidence of insurance shall be provided in the form of a copy of the insurance policy or a Certificate of Insurance and sent to the Association's property manager. A copy of the Tenants/Renters' insurance coverage must be disclosed to the Association within ten (10) days ("Due Date") following the execution of a lease. For ongoing leases, the Renters/Tenants must submit an updated insurance policy to the Association annually. This updated policy should be submitted no later than the anniversary of the Due Date each year.

Annual Fee for Leased/Rented Units.

A. All Unit Owners who lease or rent their units are required to submit an annual fee of $250.00 ("Annual Fee"). The Annual Fee will be due on March 1st of each calendar year or upon leasing/renting the unit. The Annual Fee will not be prorated for rental terms beginning or ending during the calendar year (e.g., a reduced Annual Fee for starting a lease in February or December).

B. Any owner who fails to disclose the lease/rental status of their unit to the Association, and, upon discovery, is reasonably ascertained to be leasing/renting the unit, will be subjected to a fine of $500.00, in addition to the Annual Fee.

C. Failure to comply with any provision outlined herein may be enforced by the Association in the manner provided for in the Association's Enforcement Policy.

It is a Unit Owner's responsibility to ensure that Tenants/Renters comply with the above provisions. Failure to adhere to the Association's Tenant/Renter Insurance policy may result in fines to the Unit Owner and/or Tenant/Renter in accordance with the Association's Enforcement Policy.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.

The Board of Directors adopted this resolution on January 24, 2024, with the Rule to take effect on February 1, 2024.

President ____________________

Secretary ____________________

Brantwood Condominium Association, Inc.

Move In & Out Policy

WHEREAS the Board of Directors of Brantwood Condominium Homes, Inc. (the "Association") has power to promulgate and enforce rules and regulations pursuant to Article IV, Section 4.2 (d), of the By-Laws;

THEREFORE, BE IT RESOLVED that the Association adopt the following Rules, which shall replace any previously adopted Rules to the contrary, including for tenant move-in/move out charges:

1. The Board of Directors or the Managing Agent shall provide Unit Owners with move-in and move-out policies for the Condominium with which Unit Owner, tenants, and occupants shall comply. The Board of Directors, in all cases shall have the exclusive rights to prescribe the method and manner in which the furniture, equipment and packages shall be brought in or taken out of the Condominium. All moving of furniture, pictures, or equipment into or out of a Unit-by-Unit Owners and occupants shall be done at such time and in such manner as reasonably directed by the Board of Directors or the Managing Agent. The term Transferee is applied to those moving in or out of the condominium.

2. Move-In / Move-Out Fees. Each time ownership of a Unit is transferred from one party to another (whether by purchase and sale, foreclosure, tax foreclosure, or the taking of a deed in lieu of foreclosure) or there is otherwise a change in occupancy of the Unit, including a change in tenants for units that are eligible to be rented, requiring a move either in or out of the Unit, the unit owner must notify Management. There is a $500.00 moving deposit charged by the Association for any move in or move out. $100.00 is non-refundable and will be posted to the general Operating Fund to cover the cost of inspections of common areas and the additional cleaning required by moving. If there is no damage caused by the moving in/out process, the remaining $400.00 will be returned to the Unit Owner, including for tenant move in/move out. If there is damage to the building the remaining fee will be retained to pay for the damage as determined by the management company and the Board. If there is damage to the building which exceeds the deposit held of $400.00, the unit owner will be charged the actual cost of repairs minus $400.00.

3. The $500.00 Fee shall be paid to the management company at least 7 days prior to the scheduled move in/out date. Once the move in or out has been fully completed, the unit owner or moving party shall contact management and arrange for the building to be inspected for damage. If all move in/out policies have been followed and it is determined by management that no damage to the common elements has occurred, then $400 shall be returned to the unit owner within approximately ten (10) working days.

4. At no time during moving, in/out are the perimeter access doors to be propped open. This is a compromise to the security of the building and causes damage to the doors and locks. If the doors have been propped open, the remaining $400.00 of the move in/out fee will not be refunded and the Board may impose an additional fine on the first offense due to the security breach presented by this violation. The unit owner or moving party, including tenants, must monitor the individuals performing the tasks of moving boxes and furniture. Overhead garage doors will be open for the purpose of moving and security must always be maintained. If the unit owner or moving party, including tenants, leaves a substantial amount of waste in the dumpsters and there is a need to have a special pickup, the cost of the special pickup will be charged to the unit owner or moving party, including tenants.

5. It is the responsibility of the unit owner or moving party, to inform the Management Company of the date and time of the move, so they can prepare the building.
6. If there is a question about parking for moving trucks the property manager can direct the movers.

7. During the move corridors must be kept clear of furniture, boxes and moving materials and equipment. Boxes and cartons must be FLATTENED and placed in the cardboard dumpster in the garage area.

8. Failure to provide proper notice of a move in or move out in writing either by email or by mail will result in a fine, even for a first offense, of up to $250.00.

Adopted: 10/07/2024 (Date)

By: ______________________, President/Secretary

______________________, Member at Large

Brantwood Condominium Association, Inc.

Move In & Out Policy

WHEREAS the Board of Directors of Brantwood Condominium Homes, Inc. (the "Association") has power to promulgate and enforce rules and regulations pursuant to Article IV, Section 4.2 (d), of the By-Laws;

THEREFORE, BE IT RESOLVED that the Association adopt the following Rules, which shall replace any previously adopted Rules to the contrary:

1. The Board of Directors or the Managing Agent shall provide Unit Owners with move-in and move-out policies for the Condominium with which Unit Owner and all occupants shall comply. The Board of Directors in all cases shall have the exclusive rights to prescribe the method and manner in which the furniture, equipment and packages shall be brought in or taken out of the Condominium. All moving of furniture, pictures, or equipment into or out of a Unit-by-Unit Owners and occupants shall be done at such time and in such manner as reasonably directed by the Board of Directors or the Managing Agent. The term Transferee is applied to those moving in or out of the condominium.

2. Move-In / Move-Out Fees. Each time ownership of a Unit is transferred from one party to another (whether by purchase and sale, foreclosure, tax foreclosure, or the taking of a deed in lieu of foreclosure) or there is otherwise a change in occupancy of the Unit requiring a move either in or out of the Unit, the unit owner or moving party must notify Management. There is a $500.00 nonrefundable moving fee charged by the Association for any move in or move out. $100 of the moving fee covers the cost of inspections of common areas and additional cleaning required by moving. If there is damage to the building which exceeds the fee ($500 minus the $100 for inspections/cleaning), the unit owner or moving party will be charged the actual cost of repairs minus $400.

3. $500.00 Fee shall be paid to the management company at least 7 days prior to the scheduled move in/out date. Once the move in or out has been fully completed, the unit owner or moving party shall contact management and arrange for the building to inspected for damage.

4. At no time during moving, in/out are the perimeter access doors to be propped open. This is a compromise to the security of the building and causes damage to the doors and locks. If the doors have been propped open, the Board may impose a fine on the first offense due to the security breach presented by this violation. The unit owner or moving party must monitor the individuals performing the tasks of moving boxes and furniture. Overhead garage doors will be open for the purpose of moving and security must always be maintained. If the unit owner or moving party leaves a substantial amount of waste in the dumpsters and there is a need

to have a special pickup, the cost of the special pickup will be charged to the unit owner or moving party.

5. It is the responsibility of the unit owner or moving party to inform the Management Company of the date and time of the move, so they can prepare the building.

6. If there is a question about parking for moving trucks the property manager can direct the movers.

7. During the move corridors must be kept clear of furniture, boxes and moving materials and equipment. Boxes and cartons must be FLATTENED and placed in the cardboard dumpster in the garage area.

8. Failure to provide proper notice of move in or move out in writing either by email or by mail will result in a fine, even if it is a first offense, of up to $250.00.

Adopted: 24/10/2024 (Date)

By: ______________________, President/Secretary

______________________, Member at Large

IMPORTANT INFORMATION

Please keep this information with your governing documents

Brantwood Condominium Homes, Inc.

COLLECTION POLICY RESOLUTION

WHEREAS the Board of Directors of Brantwood Condominium Homes, Inc. (the "Association") has the power of "promulgation and enforcement of such rules and regulations and such restrictions on or requirements as may be deemed proper" pursuant to Article IV, Section 4.2(d) of the Bylaws; and

WHEREAS, the Board has the power to "establishment and collection of assessments and/or carrying charges from the members and for the assessment and/or enforcement of liens therefore in a manner consistent with law and the provisions of these By-Laws and the Declaration," pursuant to Article IV, Section 4.2(b) of the Bylaws;

WHEREAS there is a cash flow need to ensure that the members of the Association pay the assessments of the Association in a timely manner; and

WHEREAS it is the intent of the Board of Directors to meet all financial obligations in a timely manner;

THEREFORE, BE IT RESOLVED that the Association adopt the following Collection Policy, which shall replace any previously adopted Rules to the contrary:

COLLECTION POLICY

1. The regular monthly assessments are due on the first day of each month.

2. Special assessments, as may be levied from time to time by the Board, and/or any installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the special assessment.

3. Any fines, penalties, or other charges assessed against a Unit Owner shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the fines, penalties, or other charges.

4. All payments received will be applied to the oldest amounts due on record—first to any late fees, interest, attorneys' fees and costs, and then to the assessment or fine balance. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e., a postdated check).

5. The actual date of the Association's receipt of a payment, as reflected on the ledger of the Association, shall control as to the date that payment was made.

6. In the event a Unit Owner ever submits a payment which is thereafter returned for any reason (e.g. insufficient funds or account closed), the Unit Owner shall be automatically assessed $50.00, or the actual costs incurred by the Association as a result of the return of a unit owner's payment, whichever is greater.

7. No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association, unless the statement is written in “red,” the check or payment instrument is mailed to the attention of the Board of Directors and the reduced payment amount is accepted by motion of the Board of Directors. However, if the Unit Owner has knowledge that the account has been referred to legal counsel for collection, then the payment must be mailed to the Association’s attorney pursuant to paragraph 11 below.

8. A late fee of $50.00 shall be assessed against a Unit owner for any payment not received by the Association by the tenth (10^{th}) day after its due date. This late fee assessment shall be made upon each failure by the Unit Owner to remit good and timely payment of any assessment or installment thereof. In addition, unpaid assessments will incur interest at a rate of .6% per month (12% per annum) compounded monthly, until paid.

9. The basic collection system of the Board shall be as follows:

a. At 15 days past due, a board member or the property manager may call the delinquent owner;

b. At 30 days past due, a past due notice may be sent;

c. At 45 days past due, a second past due notice may be sent; and

d. At 60 days past due, the matter may be referred to the attorney for collection.

10. An administrative fee of $100.00 shall be assessed against a Unit Owner when a matter is turned over to the Association's attorneys for collection. The Unit Owner is responsible for all costs and actual attorneys’ fees incurred by the Association in connection with collecting the Unit Owner’s past due balance.

11. Once a Unit Owner is notified or becomes aware that its account has been referred to legal counsel, then all future payments, until the account is current, must be submitted to such legal counsel for proper application of same, unless the Association’s attorney directs the Unit Owner in writing to pay in some other manner. Unit Owners in collection will not receive further statements from the Association’s property manager, and their online access to their account balance will be suspended until their account is brought current.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.

The Board of Directors adopted this resolution on April 16th 2025, with the collection policy to take effect on May 1, 2025.

President ____________________
Gretchen [illegible] - President (Apr 17, 2025 [illegible] CDT)

Secretary ____________________