Brantwood Condominium Homes, Inc.
Proposed Rules & Regulations

Revised and Adopted on 05/21/2019

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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 7742
Carol Stream, IL 60197-7742

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 FOR A NEW RULE

WHEREAS the Board of Directors of the Brantwood Condominium Homes, Inc. has the power and duties to handle the administration and affairs of the Association including the management and operation of the condominium property.

WHEREAS the Board of Directors shall from time to time adopt and update rules and regulations governing the operation, maintenance and use of the units and the common elements and facilities by the unit owners and occupants, pursuant to Section 3.1 of the Declaration and Article IV of the Bylaws.

WHEREAS, there is a need to make sure there are provisions on owners providing contact information by a specific date every year as necessary.

BE IT RESOLVED that:

The following regulations apply to providing unit and contact information.

1. Each Homeowner shall be responsible to provide the Board of Directors with accurate and current information as requested on the attached Brantwood Registration Form. Forms must be fully completed.

2. This information is to be updated on a yearly basis OR any time when any of the following occur.
    a. A new occupant or tenant moves in.
    b. Change in phone numbers.
    c. Change in email address.
    d. Change of vehicle information.

    New Unit information forms will be mailed each year. All responses and registration forms will be due by August 1st.

3. Fines of $100 per month may be assessed for failure to comply.

The Board of Directors adopted this Resolution on the 10th day of June, 2020.

Executive Summary

Brantwood Condominium Homes

This Executive Summary highlights some of the information that prospective buyers of units in the Brantwood Condominium Homes are most interested in learning, as well as some of the information that they should consider when contemplating the purchase of a condominium unit. However, there are provisions and information contained in the Disclosure Materials that will be of importance and significance to a unit owner that are not included in this Executive Summary. ***This summary 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.***

1. **Condominium Name.** Brantwood Condominium Homes.

2. **Condominium Governance.** The condominium is governed by the Brantwood Condominium Homes, Inc. (the "Association"), a Wisconsin non-stock corporation. All unit owners are members of the Association.

3. **Association Management.** The Association has engaged Hunt Management, Inc. as the management company for the Condominium.

4. **Association Contact Information.**

Contact Name:	Client Services @ Hunt Management Inc.
Phone:	(262) 238-1480
Email:	clientservices@huntmanagement.com
Mailing Address:	10520 N Baehr Rd., Ste Q, Mequon, WI 53092

5. **Can the condominium be expanded in the future?** No, the expansion period has ended.

6. **Does the condominium have special amenities or features?** No.

7. **Maintenance and Repair of Units.** Each unit owner, at his or her own expense, is responsible for the maintenance, repair, and replacement of the unit—the windows and doors—and for any utility lines, heating and air conditioning and other improvements located therein. (Bylaws, Art. VII, §§ 7.3 and 7.4).

8. **Maintenance and Repair of Common Elements and Limited Common Elements.**

   Association Responsibilities: The Association is responsible for the management and control—including maintenance, repairs and replacement—of the common elements.

   Unit Owner Responsibilities: Unit owners shall keep the limited common elements appurtenant to his/her unit—including the terrace, patio or balcony—in good, clean, sanitary, and attractive condition. The Association shall have the responsibility of painting and

replacing any patio fencing.

How does the Association pay for repairs and replacements? Routine maintenance and repair of the common elements is paid through the operating fund. The Association funds the operating fund from unit owner assessments. For extraordinary or unexpected expenses, the Association may also use the reserve funds or special assessments to fund such repairs or replacements.

- For specific information, see: Declaration, ¶ 22; Bylaws, Art. VII, §§ 7.1 and 7.3; Bylaws, Art. VIII.

9. **Alterations of Units and Limited Common Elements.** A unit owner must obtain the prior written consent of the Association's board of directors before commencing any improvements or alterations that affect the exterior of a unit or any other part of the property. Notwithstanding the foregoing, a unit owner may make interior improvements and alterations within the unit without approval or review of the board of directors provided such improvements or alterations do not impair the structural integrity of the building.

   - For specific information, see: Declaration, ¶ 16; Bylaws, Art. IX, §9.3(d) and Art. X; Rules and Regulations, p. 3.

10. **Parking.**

    Availability: Each unit has two assigned parking spaces—one is located in the outdoor surface lot and the other is in the underground parking garage.

    Cost: There is no additional cost for parking.

    Guest Parking: Any overnight guest parking in areas designated visitor and/or guest parking requires the prior written permission of the board of directors.

    - For specific information, see: Bylaws, Art. IX, § 9.3(b); Amendment to Declaration recorded on December 12, 1983.

11. **Rental of Units:** Unit owners are permitted provide they obtain the prior written approval of the Board of Directors. The owner must provide the Association with a copy of the lease. A deposit of 10 months of assessments is required no less than 15 days before the date of the lessee's occupancy.

    - For specific information, see: Declaration, ¶ 9; Bylaws, Art. IX, § 9.2.

12. **Pets:** Pets are not permitted. (Bylaws, Art. IX, § 9.3(e)).

13. **Amendments:** Wisconsin law allows the unit owners to amend the Declaration, Bylaws, Rules and Regulations 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.

Declaration: The Declaration may be amended by the affirmative vote of at least sixty-seven percent (67%) of the unit owners.

By-Laws: The By-Laws may be amended by the affirmative vote of at least sixty-seven percent (67%) of the unit owners.

Rules & Regulations: Rules and Regulations may be adopted or amended by the Board of Directors.

- For specific information, see: Declaration, § 3.1, 11; Bylaws, Art. XIII, § 13.7 and Art. IV, § 4.2(d).

14. **Fees on Declarant-Owned Units:** This category is not applicable to this condominium because there are no unsold, declarant-owned units in the condominium.

15. **First Right to Purchase a Unit:** The Association has a first right to purchase a unit (also known as a "right of first refusal"). See Articles of Incorporation, Art. IV, § D.

16. **Transfer Fee:** Each purchaser of a unit shall pay the Association a fee in the amount of $100.00 at the time of acquisition of the unit. (Bylaws, Art. II, § 2.3).

17. **Disclosure Material Fee:** The Association charges a fee of $25.00 plus postage for a hard copy of the Disclosure Materials Packet. The disclosure documents are available for no charge at the Managing Agent's website—www.huntmanagement.com (under the "Property Information" tab).

18. **Payoff Statement Fee:** The Association does not charge a fee for providing a payoff statement under § 703.335, of the Wisconsin Statutes. However, if more than one payoff statement is requested for a unit during any two-month period, the Association may charge up to $25.00 for each additional payment statement, pursuant to § 703.335(4), of the Wisconsin Statutes.

19. **Reserves.** The Association maintains a reserve fund for replacement, or repair of common elements and other extraordinary expenditures. The Association does not maintain a Statutory Reserve Account. (Bylaws, Art. VIII, § 8.3).

20. **Reserve Balance.** The amount of the reserve balance is $ 164,468.48 . This amount is current as of January 6, 2021 .

- For specific information about the reserve balance, contact the Board of Directors.

This Executive Summary was prepared or revised on January 6, 2021.

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HUNT MANAGEMENT INCORPORATED SINCE 1982

A Community Presence

May 28, 2019

RE: Updated Rules and Regulations

Brantwood Owners,

On May 21, 2019, The Brantwood Condominium Homes, Inc. Board of Directors revised the Rules and Regulations of the property.

Enclosed, please insert the Rules and Regulations in your individual copy of the Governing Documents. Please review entire document thoroughly.

Sincerely,

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

Christy True, CMCA
Property Manager

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

huntmanagement.com
888-305-1071

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