# 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 Bay 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.

# INDEX

## Brantwood Condominium Homes, Inc.


1. EXECUTIVE SUMMARY: The Executive Summary highlights for a buyer of a condominium unit essential information regarding the condominium. The Executive Summary begins on page A-1.
2. DECLARATION: The Declaration establishes and describes the condominium units and the common areas. The declaration begins on page B-1.
3. BY-LAWS: The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page C-1.
4. ARTICLES OF INCORPORATION: The operation of a condominium is governed by the association of which each unit owner is a member. Powers, duties and operation of an association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page D-1.
5. MANAGEMENT OR EMPLOYMENT CONTRACTS: Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page E-1.
6. ANNUAL OPERATING BUDGET: The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The Budget begins on page F-1.
7. RULES AND REGULATIONS: The Rules and Regulations for the condominium are promulgated by the association. The Rules and Regulations begin on page G-1.
8. OTHER IMPORTANT INFORMATION AND DOCUMENTS: Begin on page H-1.

Brantwood Condominium Homes, Inc.

# DISCLOSURE MATERIALS

## SECTION A

## EXECUTIVE SUMMARY

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.

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.

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 "3"

Plat of Survey

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

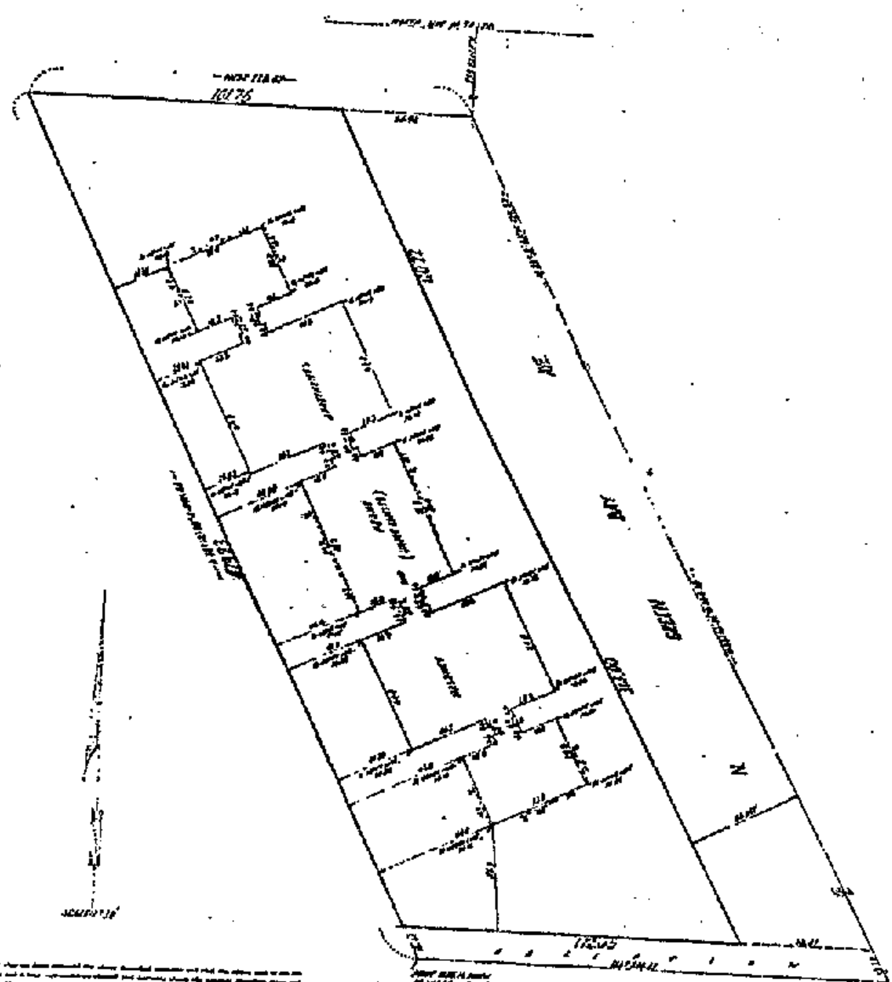
That part of the NW 1/4 of Section [illegible], T 8 N, R 22 E, in the City of Glendale, Milwaukee County, Wisconsin which is bounded and described as follows:

Commencing at the intersection of the center line of [illegible] [illegible]

[illegible] and parallel with the center line of State Trunk Highway [illegible].

[illegible]

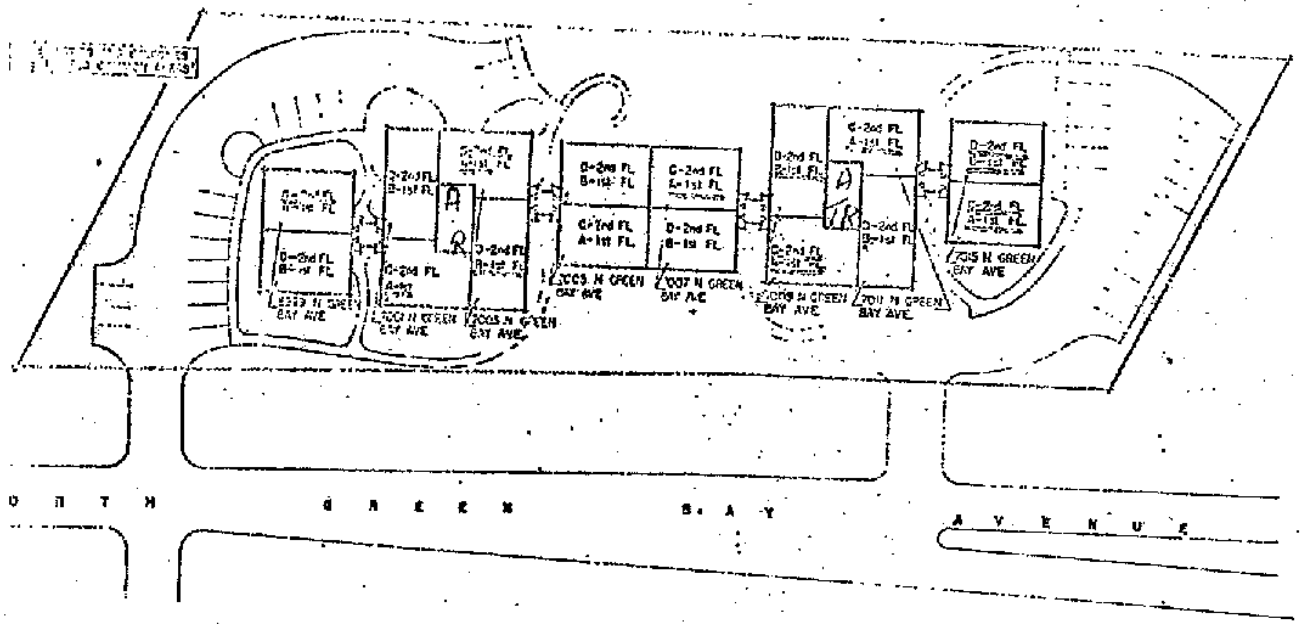
SURVEY NO. [illegible]



[illegible]

NATIONAL SURVEY SERVICE, INC. [illegible]

RED UNDERLINE -- 5201




SITE DEVELOPMENT

BEECHWOOD

RED – [redacted] FLOOR
BLUE – SECOND FLOOR

EXHIBIT "D"

| Address | Unit | Floor | Type | Vote and Common Area Percentage | Approximate Area |
|---|---|---|---|---|---|
| 6999 | A – W | 1st | C LEAVER | | |
| 6999 | E – B | 1st | C PEWTER | 2.92% | 1060 sq. ft. |
| 6999 | C – W | 2nd | C HANSON | 2.92% | 1060 sq. ft. |
| 6999 | E – D | 2nd | C O'HEARN | 2.92% | 1060 sq. ft. |
| 7001 | E – A | 1st | A BRONSTEIN | 3.32% | 1170 sq. ft. |
| 7001 | B – W | 1st | B REUTER | 3.32% | 1125 sq. ft. |
| 7001 | E – C | 2nd | A McFADDEN | 3.32% | 1170 sq. ft. |
| 7001 | D – W | 2nd | B MUELLER | 3.32% | 1125 sq. ft. |
| 7003 | [redacted] A – W | 1st | A RINES | 3.32% | 1170 sq. ft. |
| 7003 | E – [redacted] B | 1st | B MAYBAUM | 3.32% | 1125 sq. ft. |
| 7003 | [redacted] C – W | 2nd | A NAVE | 3.32% | 1170 sq. ft. |
| 7003 | E – [redacted] D | 2nd | B SCHNEIDER | 3.32% | 1125 sq. ft. |
| 7005 | E – A | 1st | C LITCHER | 2.92% | 1060 sq. ft. |
| 7005 | B – W | 1st | C [redacted] | 2.92% | 1060 sq. ft. |
| 7005 | E – C | 2nd | C MURRAY | 2.92% | 1060 sq. ft. |
| 7005 | D – W | 2nd | C KRUEGER | 2.92% | 1060 sq. ft. |
| 7007 | A – W | 1st | C ROSE | 2.92% | 1060 sq. ft. |
| 7007 | E – B | 1st | C ESKIN | 2.92% | 1060 sq. ft. |
| 7007 | C – W | 2nd | C DAVIS | 2.92% | 1060 sq. ft. |
| 7007 | E – D | 2nd | C WOLFE | 2.92% | 1060 sq. ft. |
| 7009 | E – A | 1st | A BYMAN | 3.32% | 1170 sq. ft. |
| 7009 | B – W | 1st | B DAUHAN | 3.32% | 1125 sq. ft. |
| 7009 | E – C | 2nd | A EDER | 3.32% | 1170 sq. ft. |
| 7009 | D – W | 2nd | B SCHWARTZ | 3.32% | 1125 sq. ft. |
| 7011 | A – W | 1st | A PASTERN | 3.32% | 1170 sq. ft. |
| 7011 | E – B | 1st | B SCHRAM | 3.32% | 1125 sq. ft. |
| 7011 | C – W | 2nd | A COHEN | 3.32% | 1170 sq. ft. |
| 7011 | E – D | 2nd | B CUNNINGHAM | 3.32% | 1125 sq. ft. |
| 7015 | E – A | 1st | C ZIEHM | 2.92% | 1060 sq. ft. |
| 7015 | B – W | 1st | C ROSSMAN | 2.92% | 1060 sq. ft. |
| 7015 | E – C | 2nd | C STONE | 2.92% | 1060 sq. ft. |
| 7015 | D – W | 2nd | C PERCHOVER | 2.92% | 1060 sq. ft. |

NOISE

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

1.70

REC 869 PAGE 400

REGISTER'S OFFICE
Milwaukee County, Wis. } SS
RECORDED AT 11:20 AM M
on AUG 4 1975 in
Reel 869 Image 400 To 403
Wilfred R. Zimmerman Incl.
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

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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: _____
President-MORRIS RICHES

_____
Secretary-ROBIN SAFER

STATE OF WISCONSIN)
MILWAUKEE COUNTY ) ss

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.

_____
Notary Public
Milwaukee County, Wisconsin

My Commission expires _____

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

REEL 875 IMAGE 1469

REGISTER'S OFFICE
Milwaukee County, Wis. } SS
RECORDED AT 2:25 PM M
on SEP - 8 1975 In
Reel 875 Image 1469 TO 1471 INCL.
Walter Bruggink
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 assembled 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 Scrivener 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

REEL 875 IMAGE 1471

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 afore-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 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)
MILWAUKEE COUNTY ) ss

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, Milwaukee County, [illegible]

My Commission expires [illegible]

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

REEL 1594 IMAG 1186

5677489
REGISTER'S OFFICE
Milwaukee County, Wis.
RECORDED AT 11 26 AM

AMENDMENTS TO THE DECLARATION

FOR

BRANTWOOD CONDOMINIUM HOMES

DEC 12 1983
REEL: 1594 IMAGE 1186 to 1192 incl
REGISTER OF DEEDS

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

REEL 1594 IMAGE 1187

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: D. M. Rossman
President
DENN ROSSMAN

BY: Marilyn L. Eskin
Secretary
MARILYN L. ESKIN



Doc Yr: 2011 Doc# 05677489 Page# 3 of 4

REEL 1594 IMAGE 1189

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY )

Personally came before me this 26th day of [illegible] 1983 the above-named [illegible] and [illegible] 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.

[illegible]
Notary Public
State of Wisconsin
My commission: [illegible]

This instrument was drafted by
MARTIN J. GREENBERG, Attorney