Brookfield Terrace Condominium Owners' Association Rules and Regulations

EFFECTIVE 09/15/2024 REVISED 07/01/2024

As joint owners in the common elements of Brookfield Terrace Condominium Owners' Association, unit owners, and by extension, their families, tenants and guests, share the responsibility of making the community a pleasant place to live for all of us. This enhances our quality of life, while protecting the considerable financial investment which our units represent.

It is the policy of the Board of Directors to establish the minimum number of rules and regulations for the Brookfield Terrace Condominium Owners' Association. However, condominium living does require certain rules in order for each of the residents to enjoy the maximum benefits of his home without interfering with the rights of other residents to fully enjoy their homes.

The Declaration provides that the Board of Directors may adopt such reasonable rules and regulations, as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety, and general welfare of the owners and occupants of the buildings.

Experience has shown that cooperation and compliance with the rules and regulations of condominium living are necessary. Even minor infractions could cause disputes.

These Rules and Regulations have been approved by the Board of Directors. The information contained herein is for the benefit of unit owners, residents and management to ensure better understanding and cooperation of all concerned. The Board of Directors has the right to reprimand or issue fines for all violations of these Rules and Regulations. Repeated violations of these rules and regulations will result in appropriate legal action taken by the Board.

RESIDENTS HAVE THE RESPONSIBILITY TO ABIDE BY THE FOLLOWING RULES AND TO REPORT VIOLATIONS TO THE BOARD OF DIRECTORS. THE BOARD OF DIRECTORS HAS THE AUTHORITY TO REQUIRE CORRECTIVE ACTION BY THE VIOLATOR OR BY LICENSED CONTRACTORS. CHARGES AND / OR FINES WILL BE ASSESSED AGAINST THE VIOLATOR.

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Section A – General

1. All correspondence for Association business should be directed to our property manager:

Chad Emrath at Ogden & Company
Address: Brookfield Terrace Condominiums
% Ogden & Company.
1665 N. Water Street
Milwaukee, WI 53202
Phone Number: (414) 270-1364
Email Address: betsyd@ogdenre.com

2. All owners, occupants and guests shall conduct themselves, particularly when in the common areas, in a manner that is respectful of the peaceful and quiet enjoyment of the Association by the other residents. Unit owners, occupants and guests shall comply with all applicable laws and ordinances.
3. All requests / concerns to the Board of Directors should be in written form (mail, email, etc.). All replies from the Board of Directors will be in written form.
4. All appointments (non-emergency such as telephone, cable, etc.) that require a technician to enter the utility room must be scheduled between 9 am and 5 pm. Our property manager must be notified 24 hours prior to the appointment so arrangements can be made to unlock the utility room.
5. Power tools shall not be used between 8:00 p.m. and 8:00 a.m. except with prior written approval of the Board of Directors.
6. Advertising signs for business or commercial activities are prohibited everywhere on the property.
7. No one may interfere with contractors hired by the Board of Directors. No one may change any work that the Board of Directors has approved. Any concerns regarding approved work should be brought to the property manager's attention.

Any infraction of the above may incur a fine to be determined by the Board of Directors or as indicated in the Enforcement Section herein.

Section B – Unit Owners

1. Unit owners are responsible for all tenants / renters, guests / invitees complying with the Association's Declaration, By-Laws, and these Rules and Regulations. Any violations by tenants / renters, guests / invitees will be assessed to the unit owner.
2. Unit owners must provide their current information to the Association. This includes information on owner address and phone number(s), emergency contact(s), vehicles, and unit occupants. As circumstances change for the unit owner, updated information must be given to the Association. Please use the "Portal provided by our Management Company" for providing this information to the Association.
3. Unit owners who are absent from the Association for a time period of more than one (1) month must notify the Board of Directors within three (3) days of their departure. Emergency contacts and phone numbers must be provided. This information will only be used in an emergency.

Any infraction of the above may incur a fine to be determined by the Board of Directors or as indicated in the Enforcement Section herein.

Section C – Unit Owner / Selling Unit

1. It is the responsibility of the unit owner to provide a copy of all current Association documents as specified in Wisconsin Statutes Condominium Chapter, specifically 703.33 Disclosure Requirements (to include, but not limited to the Declaration, By-Laws, Rules and Regulations) when selling the unit to another party. A receipt signed by the new owner, indicating these documents have been received, must be provided to the Association office by the seller.
2. Replacement of Condo Documents can be obtained from the Association for a $50.00 fee. The fee must be paid at the time the request is made to the Board of Directors.
3. Signs offering a unit "for sale" shall be limited to one (1) window sign not larger than 24" X 30".

Any infraction of the above may incur a fine to be determined by the Board of Directors or as indicated in the Enforcement Section herein.

Section D – Unit Owner / Leasing Unit

1. The unit owner is responsible for the actions of their tenant(s).
2. No unit may be leased during the first year of ownership.
3. All off-premise unit owners who are leasing their condo unit must have on file with the Board of Directors a current lease that complies with the Association's Declarations and By-Laws – as specified in Wisconsin Statutes Condominium Chapter, specifically 703.315 Lease of Rental Agreements for Residential Units.
4. Tenant contact / emergency information must be given to the Association. Please use the "Portal provided by our Management Company" for providing this information to the Association.
5. The tenant must be supplied a copy of the Association's Declarations, ByLaws and Rules and Regulations. The owner is responsible for providing tenants with these documents. A receipt signed by the tenant, indicating these documents have been received, must be provided to the Association office by the unit owner.
6. No unit may be leased as a Vacation, Hotel like, Vrbo, Airbnb, or other short-term rental for less than one month.
7. Signs offering a unit "for rent" shall be limited to one (1) window sign not larger than 24" X 30".

Any infraction of the above may incur a fine to be determined by the Board of Directors or as indicated in the Enforcement Section herein.

Section E – Finances

1. Checks for association fees, charges, fines, etc. should be payable to **Brookfield Terrace Homeowners Association** and mailed to:

   Brookfield Terrace
   Ogden & Company
   1665 N. Water Street
   Milwaukee, WI 53202
   Phone Number: (414) 270-1364
   Email Address: betsyd@ogdenre.com

2. If you wish to pay with the convenience of automatic debit, please contact our property manager to obtain the necessary authorization forms.
3. All Association fees are due in full on the 1st of each month. If fees in full are not received by the 10th of the month, a late charge will be assessed.
4. A lien will be filed on any unit if the amount owed to the Association (including fees, fines, assessments, legal fees, etc.) exceed an amount equal to two (2) months of current monthly fees. The Board of Directors may also file a lien on a unit if they believe there are special circumstances that necessitate such action. The Board of Directors has the authority to file a foreclosure on a unit if the lien is not settled in a timely manner.
5. All unit buyers shall be assessed an additional fee of two (2) months of current monthly fees. These fees shall go into the reserve fund. These fees are non-refundable and payable by each new owner. These fees are due within thirty (30) days of closing on the unit. If this additional fee has not been paid within thirty (30) days, a late charge will be assessed to the new unit owner.
6. Unit owners who are applying for FHA will be required to pay for two (2) years of additional property insurance if the lender requires this additional insurance.
7. In the case of a rental unit, the unit owner will be assessed a security deposit of two (2) months of current monthly fees to all leases that will be paid to the association to cover any damages to the common areas.
8. Any member of the association whose actions require the Association to engage legal counsel for enforcement of the governing documents (this includes the Association Declarations, By-Laws, and the Rules and Regulations) or the municipal laws will be responsible for all legal fees associated with such enforcement.

Any infraction of the above may incur a fine to be determined by the Board of Directors or as indicated in the Enforcement Section herein.

Section F – Fire Safety

1. See Town of Brookfield website for the municipal fire ordinance.
2. Balconies / Patios / Front and Rear / Exit Doors and Walkways:
   Means of exit(egress) shall be continuously maintained free of all obstructions or impediments to allow full instant use in the case of fire or another emergency. This include delivered items, Amazon, Walmart, DoorDash, & Etc., which need to be removed with in 24 hours of delivery.
3. Grills / Cooking Devices:
   No grill (hibachi, gas-fired, pellet grill, smoker, propane, natural gas, electric or charcoal), or other similar devices shall be used in the unit, garage, or on any balcony / deck, or under any overhanging portion of a building, or within 10 feet of any structure. Grills may be used on patios or driveways providing they are 10 or more feet away from any structure.
4. Ash / Coals / Grease:
   Hot ash or cinder, smoldering coals, or greasy or oily substances must be placed in a metal container with a tight-fitting metal lid and cannot be placed within fifteen (15) feet of any combustible materials and cannot be placed in the garage or any part of the building.
5. Storage of Fuel Cylinders Within Buildings:
   Storage of fuel cylinders (propane, mapp, etc.) within a building, including the garage, shall be limited to 40 lbs max, example two (2) 20-lb or Three (3) 1-lb camping bottles and one (1) 20-lb bottle. per unit. Cylinders are NOT to be stored in the unit.
6. Prohibited:
   Burning of yard waste or other refuse is prohibited. Fire pits, chimneys, patio torches, tiki torches, fires in common areas, and other forms of recreational fires are prohibited.

Any infraction of the above may incur a fine to be determined by the Board of Directors or as indicated in the Enforcement Section herein.

Section G – Animals

1. See Town of Brookfield website for the municipal pet ordinance.
2. Residents may be in possession of one (1) dog (excluding pit bulls, Rottweilers or any other breed which are deemed by the Board of Directors to be vicious) and two (2) cats with no weight restrictions.
3. All animals must be on a leash when outside the unit, in control of the handler, and accompanied by the owner who is carrying some means of waste removal, i.e., pooper scooper, plastic bag, etc.
4. Any deposit of waste by an animals on the common areas shall IMMEDIATELY be removed and properly disposed of by the person attending the animals. A container outside the unit is NOT considered proper disposal of animals waste. Waste cannot be placed in a receptacle belonging to someone other than the animal's owner.
5. Animals may not create noise as to disturb others in the Association.
6. Not permitted:
   Staking or tethering of animals is not permitted.
   Staking or tethering of animals to inside fixture is not permitted.
   Dog houses and cages are not permitted.
   Feeding of animals outside the unit or in the common area is not permitted.
   Exotic animals (i.e. snakes, tarantulas, iguanas, rodents, etc.) are not permitted.
7. The unit owner is responsible for their animals, their tenant's animals and their guest's animals. The owner shall be held responsible for any damage caused by animals from their unit.
8. All animals must be registered with the Association. Please use the "Portal provided by our Management Company" for providing this information to the Association.
9. The Association must be notified in writing of any pet visitors for more than 3 days.

Any infraction of the above may incur a fine to be determined by the Board of Directors or as indicated in the Enforcement Section herein.

Section H – Buildings

1. The unit owner is responsible for any damage caused to buildings, patios, etc. by the owner, tenant, children, animals or guests. The Board of Directors must approve of any and all repairs to buildings, patios, etc. Please use the "Portal provided by our Management Company" to request permission for these repairs.
2. Signs, posters, and other notices may not be attached to the exterior of the buildings except on the inside unit owner's exterior door.
3. Plant hangers, wind chimes, bird feeders or houses, windsocks, plaques, etc. CANNOT be attached to the building.
4. Clinging vines on the buildings are prohibited.
5. An American flag is allowed on the condo unit. The maximum flag size is 3 feet x 5 feet. Permission from the Board of Directors must be requested and granted on the placement of the flag bracket on the building. If a bracket is used to secure the flag pole to the building a $250.00 deposit will be required for repairs of any holes or cracks after the bracket has been removed.
6. Roofs:
   No persons other than the Association contractors are allowed on the roofs of the buildings.
7. Attics:
   No storage is allowed in the attic areas of the buildings.
   No persons other than Association contractors are allowed in the attic areas.
8. All plumbing in the buildings shall be used only for the purposes for which they were designed. Any damage to the common plumbing resulting from misuse of plumbing and / or drains in a unit (including improper chemical disposal) shall be repaired by the Association and paid for by the unit owner.
9. A minimum temperature of 65 degrees Fahrenheit will be maintained in all units to prevent potential damage to plumbing through freezing of pipes. Any damage will be repaired by the Association and paid by the unit owner.
10. No alterations and/or attachments may be made to the exterior of the unit. This includes, but is not limited to, signs, hose reel attachments, plaques, plant hangers, lights, etc.
11. Report any building maintenance concerns to the Board of Directors as soon as possible.
12. Please use the "Portal provided by our Management Company" to request permission for building alterations (i.e. flags, etc.) or to report a building maintenance concern.

Any infraction of the above may incur a fine to be determined by the Board of Directors or as indicated in the Enforcement Section herein.

Section I – Doors

1. Entry / storm / garage doors for the individual unit shall be the responsibility of the unit owner to maintain, including but not limited to: locks, springs, rollers, hinges, frames, screens, etc. Any damage to these doors will be the responsibility of the unit owner. All doors must be maintained in satisfactory condition.
2. Garage, patio, front entry, secondary entry, and storm doors and trim must be in white.
3. Painting of the exterior doors and trim is the responsibility of the unit owner. The color and paint for external doors to be used is Sherwin Williams "Superpaint" Exterior Latex Satin, Super White.
4. Replacement doors shall be of the same material and design as the original in order to retain the proper fire code regulations. The Board of Directors must give written approval for all external doors prior to installation. Please use the "Portal provided by our Management Company" to request permission for external door installations (include manufacturer, model, color, installer and picture of proposed door). A picture of the old door to be replaced would also be helpful.
5. Hardware for the doors must be like that used on the original door. Deadbolts are acceptable in the same finish as the rest of the hardware. Hardware must be in a brass finish. Please use the "Portal provided by our Management Company" to request permission for external door hardware replacement (include manufacturer, model, color, and picture of proposed hardware). A picture of the old hardware to be replaced would also be helpful.
6. Address numbers for the front door must be in a brass finish. The placement of the address numbers for the ranch units is in the middle of the door below the window. The placement of the address numbers for the townhouse units is below the little window about 1/3 of the way from the top of the door. Please use the "Portal provided by our Management Company" to request permission for address number replacement (include color, style and picture of proposed address numbers). A picture of the old address numbers to be replaced would also be helpful.
7. Sheets, blankets, etc. may be used inside as temporary window covering not to exceed 30 days. All window coverings that are visible from the exterior must be in good condition.
8. Plastic and shades of any type on the exterior of any door is expressly prohibited. Plastic may be placed on the interior surface only.

Any infraction of the above may incur a fine to be determined by the Board of Directors or as indicated in the Enforcement Section herein.

Section J – Windows

1. Unit owners are responsible for the maintenance of their windows. All windows, including screens, must be maintained in satisfactory condition.
2. Unit owners are responsible for the replacement of their windows. They must be white and must be the same dimensions as the existing opening.
3. The Board of Directors must give written approve for all window replacements prior to installation. Please use the "Portal provided by our Management Company" to request permission for window replacements (include manufacturer, model, color, installer and picture of proposed window). The replacement windows must be of the same design as the existing windows. A picture of the old windows to be replaced would also be helpful.
4. All window glass is the responsibility of the unit owner to maintain. Windows must be kept in good working condition with no broken or cracked glass.
5. All units must have window screens on during the spring, summer and fall months. All screens must be kept in good working order and kept free of cuts, tears and tape.
6. Sheets, blankets, etc. may be used inside as temporary window covering not to exceed 30 days. All window coverings that are visible from the exterior must be in good condition.
7. Plastic and shades of any type on the exterior of any window is expressly prohibited. Plastic may be placed on the interior surface only.
8. No window air conditioning units are allowed. Portable Air Conditioning units and window fans that sit flush in the window are acceptable.

Any infraction of the above may incur a fine to be determined by the Board of Directors or as indicated in the Enforcement Section herein.

Section K – Antennas / Satellite Dishes / Cabling

1. No antennas shall be fastened on the exterior (including the roof) of the building. Normal radio and television installations within the units are acceptable.
2. The size of the satellite dish shall be not greater than twenty-four (24) inches in diameter, unless a larger size, not greater than thirty-six (36) inches in diameter is necessary to receive the signal subscribed for through the satellite dish carrier.
3. The top of the satellite dish shall be no greater than forty-two (42) inches from the ground.
4. The location shall be in a mulch bed and as close to the building as possible.
5. The dish shall be shielded by shrubbery (which the homeowner agrees to plant and replace if they die or become overgrown, dead, or unsightly) on the back and sides of the dish and in front below the lowest portion on the lower diameter of the dish itself.
6. Wire may not be left on top of the ground, mulch, grass, etc. Any damage to wires left in this manner will be the owner's responsibility.
7. Wire entry into building must be hidden from view; it cannot be run up or across the side of the building. You may not drill into the siding or roofing. Wire entry may be done through the mortar between the brick and filled with silicone. (Note: Corner sections, in brick or between siding panels. No wires may be strung up the building, or across the roof.)
8. The unit owner is responsible for areas needing repairs caused by the satellite dish.
9. Owners approved for Satellite dish installation will be required to provide proof of liability insurance to cover any damage that might be caused by the dish or installation of the dish to the property.
10. Prior to installation of any satellite dish the owner must first submit the "Portal provided by our Management Company" and obtain written approval from the Board of Directors.

Any infraction of the above may incur a fine to be determined by the Board of Directors or as indicated in the Enforcement Section herein.

Section L – Common Areas

1. Common areas belong to the Association as a whole. Common areas include, but are not limited to: grass areas, mulch areas, roads, driveways, patios, and sidewalks. No alteration of any kind is permitted without prior written approval from the Board of Directors.
2. Patio common areas may have patio table / chairs and grills complying with the Town of Brookfield municipal fire codes. Tables, chairs, toys, and/or grills (As defined in Section F #2) may not be kept and/or stored on the unit's walkways and/or driveways. Any obstruction to the walkway or entryway is in violation of the Town of Brookfield municipal fire ordinance.
3. Permanent structures are not allowed. This includes, but is not limited to: clotheslines, posts, hammocks, swing sets, slides, storage sheds, gazebos, patio enclosures (excluding Association owned), etc.
4. Personal belongings must be removed from the common areas nightly. Storage of these items needs to be in the unit. Personal belongings include, but are not limited to: pools, lawn furniture, bicycles, wagons, toys, sandboxes, playhouses, basketball hoops / poles / backboards / nets, volleyball nets, etc.
5. Prohibited activities in common areas:
   Skateboarding
   Pick-up football, basketball, baseball / softball games.
   Overnight camping, including sleeping in tents.
   Riding on any unpaved areas.
6. Prohibited items in common areas
   Trampolines
   Laundry poles / lines
   Signs, posters, and other notices
   Flags except for an American flag (see Section H, Item 5)
   Clinging / climbing vines
   Animal feeding stations except for bird feeders and bird baths
7. Additions or removal of items considered to be common area (additional patio area, etc.) must have written Board of Directors approval prior to being initiated. Please use the "Portal provided by our Management Company" to request permission for common area alterations.
8. Any damage to personal belongings in the common areas shall be at the expense of the unit owner / tenant.
9. Each building in the Association has a water faucet on one side of the building. This water is to be used for sprinkling common area plantings (i.e. grass, trees, shrubs, etc.). This water is not to be used for personal use (this includes, but is not limited to washing vehicles, filling swimming pools, washing windows, water toys, etc.). Water for personal use should come from the unit's water faucet located in the garage of the unit.
10. Any damage to common areas by the owner, tenant, children, animals or guests shall be repaired by the Association and any associated costs will be charged back to the unit owner. (Declaration in Section 5.01 and 7.04)
11. Please use the "Portal provided by our Management Company" to report common area maintenance concerns / problems, or to request exceptions to these common area rules.

Any infraction of the above may incur a fine to be determined by the Board of Directors or as indicated in the Enforcement Section herein.

Section M – Landscaping

1. Items allowed in mulch beds:
   Landscape lighting (small solar-powered lights)
   Containers with plants and flowers.
   Water hoses outside the unit on a hose reel and placed on patio or mulch bed.
   Shepherd hooks that are being used
   Garden decorations
   Plaques
2. Bird feeders:
   These are allowed in mulch beds. No bird feeders on decks or balconies or in the grass. Anyone who sets up a bird feeder is responsible for keeping the surrounding area clean and free of weeds. If the board determines a bird feeder is the source of a vermin problem, the owner will be asked to remove it.
3. Items not allowed in mulch beds:
   Empty shepherd hooks
   Empty containers and containers with dead plantings.
   Broken or damaged items
4. Additions or removal of trees, plants, rocks, mulch beds, etc. must have written Board of Directors approval prior to being initiated. Please use the "Portal provided by our Management Company" to request permission for landscape alterations. Any additions, removals or changes made without prior approval of the Board of Directors shall be removed by or at the owners' expense.
5. Maintenance of all grass, shrubbery and trees shall be done by the Association's landscaper unless Board of Directors approval is given. Weeding is allowed.
6. All seasonal plantings and artificial flowers must be removed from the property no later than October 30th.
7. Any damage to personal belongings in the mulch beds shall be at the expense of the unit owner / tenant.
8. Any damage to landscaping by the owner, tenant, children, animals or guests shall be repaired by the Association and any associated costs will be charged back to the unit owner. (Declaration in Section 5.01 and 7.04)
9. Owners can refresh their mulch at their own expense without reimbursement from the Condo Association. The color of the mulch needs to match the board approved color installed by the landscapers, the color and brand is Mocha Brown by Wood Ecology to be purchased at Menards.
10. Please use the "Portal provided by our Management Company" to report a landscape maintenance concerns / problem or to request exceptions to these landscape rules.

Any infraction of the above may incur a fine to be determined by the Board of Directors or as indicated in the Enforcement Section herein.

Section N – Seasonal Decorations

1. Seasonal decorations and plant hangers are not permitted to be attached to the exterior of the building with nails, tacks, screws, etc. However, holiday lights, garlands, wreaths, etc. are allowed if a temporary, non-invasive means of attachment is used.
2. Unit occupants are responsible for any decorations put out.
3. Holiday tree removal shall be handled strictly by the occupants of the unit.
4. Holiday decorations can be put up within 30 days of the holiday.
5. Holiday decorations must be taken down within 30 days of the holiday.

Any infraction of the above may incur a fine to be determined by the Board of Directors or as indicated in the Enforcement Section herein.

Section O – Garbage

1. All garbage containers and recycling containers must be kept in the unit's garage, except for scheduled garbage pickup.
2. All garbage and recycling containers must have lids on them or be covered when in the garage and when placed outside for pickup or with a securely tied bag in containers. This is to help keep the trash from blowing about the association.
3. *See Town of Brookfield rules for trash*
4. All garbage bags or garbage containers and recycling containers should be outside no earlier than twelve (12) hours before the scheduled garbage pickup.
5. All garbage cans and recycling bins must be returned to the unit garage within twelve (12) hours of the scheduled garbage pickup.
6. Residents only are allowed to use the garbage pickup service. Off-site owners are not allowed to bring items into the complex for disposal.
7. Any litter remaining on the ground after garbage pickup should be removed by the residents.
8. Large items, including, but not limited to, sofas, love seats, dressers, refrigerators, stoves, washing machines, dryers, hot water heaters etc. cannot be placed outside of the building for regular garbage collection. If you wish to have items such as these disposed of you must contact the waste disposal company for arrangements. There may be an additional cost of these pickups to the unit owner. These items should not be placed outside of the unit until the arranged date.
9. For the safety of all, doors must be removed from refrigerators, stoves, etc. before placing item outside for pick-up.
10. See Town of Brookfield website for additional information and guidelines for garbage pickup.

Any infraction of the above may incur a fine to be determined by the Board of Directors or as indicated in the Enforcement Section herein.

Section P – Vehicles

1. Parking is provided for each unit in your garage and driveway. Each unit has a minimum of four parking spaces two in the garage two in the driveway. Some driveways can fit more than two cars if pushed closely together.
2. Parking in front of fire hydrants or on the roads is expressly prohibited.
3. All vehicles parked in the Association community must be fully operational and currently registered by local and state governments.
4. All vehicles can be parked in the driveway for no more than twenty-four (24) hours without being moved.
5. Vehicles that are permitted on the property include passenger cars, light trucks up to "B" plate, and properly licensed street motorcycles. Motor homes, campers, trailers, boats, recreational vehicles, off-road motorcycles, snowmobiles, and non-operational vehicles are not permitted to be stored on the common property (including driveways). All small non-operational vehicles (off-road motorcycles, snowmobiles, go-carts, etc.) must be stored in the owner's garage and are not allowed to be driven on the Association property.
6. Minor repairs to a resident-owned vehicle shall be limited to those which may be completed inside owner's garage.
7. All cars must be removed from driveways and roads after all 2-inch snowfalls to accommodate snow plowing. If a vehicle remains parked in the unit's driveway, the snow shall be removed by the owner / tenant in a prompt (24 hours) and reasonable manner. If the snow plowing company has to come back to plow because of a vehicle, the unit owner will be responsible for the plowing fee.
8. Vehicles may be towed, without notice to the owner, at the unit owner's expense, for the following violations:
    a. Parked in another resident's driveway without their written permission.
    b. Obstructing the use of other vehicles.
    c. Parked in a fire lane, in front of fire hydrants, on grass, or on rock edges.
    d. Parked in the mailbox area.
9. Vehicles may be towed after notice to the unit owner or vehicle owner, at the unit owner's expense, if the vehicle is parked on Association property while not registered or operable (i.e. expired stick on plates, no plate, or no "applied for" sticker on back window.")
    1. A warning will be sent to the unit owner and/or affixed to the vehicle warning that if the vehicle is not moved within 24 hours, the vehicle will be towed
    2. If the vehicle has not been moved in that time period, the Association may proceed with towing the vehicle.

Any infraction of the above may incur a fine to be determined by the Board of Directors or as indicated in the Enforcement Section herein.

Section Q – Pest Control

1. If any building in the Association requires the Board of Directors to direct a pest control service to find the source of reported pests, the owners of the unit that the exterminator deems responsible as the source of the pest problem shall be responsible for all costs.
2. If the source of the pest problem is not discernible, each unit owner will be responsible for the costs incurred for pest control within their unit.
3. The costs of any other unit with a pest problem that the pest control company and the Board of Directors deem to be caused by the original source will also be borne by the original offender.
4. All court and legal costs incurred due to the owner's refusal or neglect to pay for such exterminating services shall also be the burden of the offending unit owner. The Board of Directors shall set up time for the pest control company and representative of the Association to come in and inspect their home; and if the owner refuses to do so, then it will be determined that their home is the source and they will be responsible as per the above paragraph.

Any infraction of the above may incur a fine to be determined by the Board of Directors or as indicated in the Enforcement Section herein.

Section R – Rules and Regulations Enforcement Procedure

1. A request for an exception to any of these rules and regulations can be made in writing and submitted to the Board of Directors for approval. Please be as specific as possible with the request.
2. Any violation of the Association's governing documents, including the Rules and Regulations should be brought to the attention of the Board of Directors or the management company. This may be by telephone and confirmed in writing by any resident.
3. A notice (document indicating the violation) will be written to the violating resident (and the unit owner, if a tenant resides in the unit) indicating the violation and directing the violation cease. An owner who receives a notice, but does not agree that a violation exists, must call the management company within ten (10) business days to discuss the situation. A lack of response will be assumed to be an acknowledgement of the violation.
4. If a violation cannot be corrected within the time allotted, a detailed written corrective plan must be sent to the property manager within the time allotted. The Board of Directors will review the corrective plan and approve / deny the corrective plan.
5. Violations which have not been corrected within the time allotted on the notice or do not have a corrective plan submitted and approved by the Board of Directors will be reviewed immediately by the Board of Directors for further action.
6. If the violation does not cease, a fine will be imposed on the unit owner.
7. Violations not promptly corrected within the time allotted on the notice will be corrected by the Association, and the cost will be billed to the unit owner.
8. Fines will be added to your monthly Association fees, and non-payment could result in a lien against the unit.
9. A unit owner may appear at any regular Board of Directors meeting to discuss either a violation or fine. The management company must be notified by the owner no less than five (5) business days prior to the meeting that they wish to discuss the situation.

Section S - Insurance Deductible

1. 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.
2. 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.
3. 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.

Section T – Anti-Discrimination Anti-Harassment Policy

Brookfield Terrace Homeowners Association is a Fair Housing provider under the federal Fair Housing Act. As such, the Association is committed to providing a living environment free from discrimination and harassment that is based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression. This Anti-Discrimination Anti-Harassment Policy ("AD-AH Policy") is intended to implement this commitment.

This AD-AH Policy is intended to apply to every owner, resident, and guest at the Association, as well as every employee or agent of the Association. Violation of this AD-AH Policy may result in disciplinary action up to and including termination if the violator is an employee/agent of the Association, or penalties, including enforcing any violations with fines in accordance to Appendix I of these rules if the violator is an owner/ resident within the Association.

THE POLICY OF THE ASSOCIATION

It is the policy of the Association that discrimination of any kind based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression is prohibited.

It is the policy of the Association that harassment of any kind based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression is prohibited.

a. For purposes of this AD-AH Policy, prohibited harassment includes both "quid pro quo" and "hostile environment" harassment.

"Quid pro quo" harassment is an unwelcome request or demand to engage in conduct, as a condition of providing services or facilities. Quid Pro Quo Harassment might also arise when a person's access to services or facilities is interfered with because of a failure to submit to demands. Commonly, quid pro quo harassment involves an adverse action that occurs after unwelcome sexual advances are rejected by an owner/resident, or sexual favors are required for an Association service or access to an Association facility which would otherwise be available to the owner/resident.

"Hostile environment" harassment is defined as unwelcome conduct that is sufficiently pervasive or severe as to interfere with the providing of or enjoyment of services or facilities. Hostile Environment Harassment only applies to harassment based on a protected class (sex, religion, race, color, familial status, national origin, or handicap), and the harassment must be on the level of interfering with housing/living environment to be actionable under this AD-AH Policy.

b. For purposes of this AD-AH Policy, prohibited harassment described above includes insults, jokes, slurs, and other verbal or physical conduct relating to or based on an individual's race, sex, age, religion, disability,

color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/ expression that has the purpose or effect of unreasonably interfering with an individual's living environment, or creating an intimidating, hostile, offensive, or demeaning living environment.

It is the Policy of the Association that any retaliation predicated on the fact that an employee/agent or owner/ resident of the Association in good faith reported an AD-AH Policy violation or suspected violation, or in good faith participated or aided in the Association's investigation of an alleged AD-AH Policy violation, is prohibited.

APPLICATION OF THIS AD-AH POLICY

- It is a violation of this AD-AH Policy to discriminate against another individual on the basis of his or her race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression.

- It is a violation of this AD-AH Policy to harass another individual on the basis of his or her race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression.

- It is a violation of this AD-AH Policy to retaliate against an employee/agent or owner/resident of the Association on the basis of the fact that he or she in good faith reported an AD-AH Policy violation or suspected violation, or in good faith participated or aided in the Association's investigation of an alleged AD-AH Policy violation.

- This AD-AH Policy applies to all employees and agents of the Association, including contractors/vendors hired by the Association, and property management personnel.

- An employee/agent who violates this AD-AH Policy is subject to discipline, up to and including termination.

- An owner/resident who violates, or whose guest violates this AD-AH Policy is subject to penalties, including but not limited to fines.

PROCEDURES

Any employee/agent or owner/resident of the Association who believes he or she has been subjected to, or has witnessed, actions that constitute a violation of this AD-AH Policy promptly must report the matter to the Board of Directors. The individual reporting should not wait until the action he or she believes is a violation of this AD-AH Policy becomes severe or pervasive.

The Association's Board of Directors will timely investigate any report of an alleged violation of this AD-AH Policy and, where appropriate, take appropriate corrective action.

To the extent possible, the Association will protect the confidentiality of allegations of AD-AH Policy violations and of documents created or obtained that concern an investigation into an allegation of an AD-AH Policy violation.

BE IT RESOLVED that a copy of this AD-AH Policy shall be sent to all homeowners at their last known addresses and shall be shared with all employees/agents of the Association.

Section U – Enforcement Summary

VIOLATION	TIME PERIOD	FINE AMOUNT
Rules and Regulations General Fine unless specified	Handled on a case by case basis using current legal guidelines.	$100, each day violation exists
Rules and Regulations Section A General Violations – not listed below	No notice shall be given	$100 per occurrence
Rules and Regulations Section A.4 Access to utility rooms	No notice shall be given	$100 per occurrence
Rules and Regulations Section A.7 Contractor / work interference	No notice shall be given	$100 per occurrence PLUS cost of approved contracted work
Rules and Regulations Section B Unit Owners – not listed below	3 day notice to comply **	$100, each week violation exists
Rules and Regulations Section B.2 No owner updated registration form on file	3 day notice to comply **	$100, each week violation exists
Rules and Regulations Section C Unit Owner / Selling Unit Violations – not listed below	3 day notice to comply **	$100, each month violation exists
Rules and Regulations Section C.3 Sign placement / size	Immediately upon notification	$100, each day violation exists
Rules and Regulations Section D Unit Owner / Leasing Unit Violations – not listed below	10 day notice to comply **	$100, each day violation exists
Rules and Regulations Section D.3 Copy of lease not provided to Association	1st letter request copy of lease 2nd letter with 14 day notice to supply copy of lease	$100, each day violation exists
Rules and Regulations Section D.7 Sign placement / size	Immediately upon notification	$100, each day violation exists
Rules and Regulations Section E Finance Violations – not listed below	Handled on a case by case basis using current legal guidelines ++	Handled on a case by case basis
Rules and Regulations Section E.3 Monthly fees paid after grace period	Monthly fee is due on the 1st of each month with a grace period of 10 days ++	$50, each month there is an outstanding fee balance
Rules and Regulations Section E.5 Late payment of new owner reserve fee	This fee is due 30 days after unit sale closing ++	$125, each month this fee is unpaid
Rules and Regulations Section F Fire Safety Violations – not listed below	Immediately upon notification	$125, each occurrence ##
Rules and Regulations Section G Animal Violations – not listed below	10 day notice to comply and to make any necessary repairs **	$50, each day violation ##
Rules and Regulations Section G.3 Pet not kept on leash outside of unit	Immediately upon notification	$100, each occurrence ##
Rules and Regulations Section G.4 Pet waste removal and disposal	Immediately upon notification	$100, each occurrence ##

Rules and Regulations Section G.6 Pet stakes or tethers for pets	Immediately upon notification	$100, each occurrence ##
Rules and Regulations Section G.8 No updated pet registration	10 day notice to comply **	$100, each month violation exists
Rules and Regulations Section H Building Violations – not listed below	10 day notice to comply and to make any necessary repairs **	$75, each month violation exists ##
Rules and Regulations Section H.2, H.3, H.4, and H.10 Attachments to buildings	10 day notice to comply and to make any necessary repairs **	$100, each week violation exists ##
Rules and Regulations Section H.12 No Board approval for building changes	Immediately upon notification	$100, each occurrence ##
Rules and Regulations Section I Doors Violations – not listed below	10 day notice to comply and to make any necessary repairs **	$100, each month violation exists ##
Rules and Regulations Section I.1 Door not in good condition	10 day notice to comply and to make any necessary repairs **	$100, each month violation exists ##
Rules and Regulations Section I.4 No Board approval for door changes	10 day notice to comply and to make any necessary repairs **	$100, each month violation exists ##
Rules and Regulations Section J Windows Violations – not listed below	10 day notice to comply and to make any necessary repairs **	$100, each month violation exists ##
Rules and Regulations Section J.1 Window not in good condition	10 day notice to comply and to make any necessary repairs **	$100, each month violation exists ##
Rules and Regulations Section J.3 No Board approval for window changes	10 day notice to comply and to make any necessary repairs **	$100, each month violation exists ##
Rules and Regulations Section K Satellite Dish Violations – not listed below	10 day notice to comply and to make any necessary repairs **	$100, each day violation exists ##
Rules and Regulations Section K.4 and K.5 Satellite dish not in mulch bed with plantings	10 day notice to comply and to make any necessary repairs **	$100, each day violation exists ##
Rules and Regulations Section K.6 and K.7 Wires / Cabling not concealed	10 day notice to comply and to make any necessary repairs **	$100, each day violation exists ##
Rules and Regulations Section K.10 No Board approval for satellite dish	10 day notice to comply and to make any necessary repairs **	$100, each day violation exists ##
Rules and Regulations Section L Common Area Violations – not listed below	10 day notice to comply and to make any necessary repairs **	$100, each week violation exists ##
Rules and Regulations Section L.4 and L.6 Personal belongings on common areas	10 day notice to comply and to make any necessary repairs **	$75, each day violation exists ##
Rules and Regulations Section L.7 No Board approval for common area changes	10 day notice to comply and to make any necessary repairs **	$75, each week violation exists ##
Rules and Regulations Section M Landscape Violations – not listed below	10 day notice to comply and to make any necessary repairs **	$100, each day violation ##

Rules and Regulations Section M.2 Birdfeeder and animal feeding violations	Immediately upon notification	$75, each day violation exists ##
Rules and Regulations Section M.4 No Board approval for landscape changes	10 day notice to comply and to make any necessary repairs **	$75, each day violation ##
Rules and Regulations Section N Seasonal Decoration Violations	10 day notice to comply and to make any necessary repairs **	$50, each week violation exists
Rules and Regulations Section O Garbage Violations	Immediately upon notification	$50, each day violation exists
Rules and Regulations Section P Vehicle Violations	Immediately upon notification	$50, each day violation exists ## PLUS towing charges if towed
Rules and Regulations Section Q Pest Control Violation	10 day notice to comply and to make any necessary repairs **	$100, each month violation exists ##

** **If the time period is not sufficient to comply with the rules and regulations, the owner can also submit a written plan of how compliance will be achieved and the timetable of the plan for the Board of Directors to consider. The Board of Directors will review the proposed plan and if the plan is acceptable the fine may be suspended pending completion of the plan.**

++ **The owner can write to the Board of Directors asking to suspend the late charge and explaining why this payment was late. The Board of Directors will review the request and a suspension of the late charge may be granted. This suspension of a late charge will not occur more than once a year and will not be granted to habitual late payers.**

The owner is also responsible for the cost of necessary repairs if the Association makes the repairs.

ARTICLES OF INCORPORATION
AND
CERTIFICATE OF INCORPORATION

Secretary of State
WISCONSIN
(11/92)

VOL 1556 PAGE 336

United States of America

State of Wisconsin

OFFICE OF THE SECRETARY OF STATE

TO: REGISTER OF DEEDS

Attached please find a duplicate of a document filed in my office on the date endorsed therein. It is furnished in compliance with sec. 181.67(2)(b), 185.82(2)(b) or other section of the Wisconsin Statutes specifying the recording of the document in your office.

Douglas La Follette

DOUGLAS LA FOLLETTE
Secretary of State

THIS DOCUMENT SHOULD BE RECORDED IN THE FOLLOWING COUNTIES: WAUKESHA, WASHINGTON

VOL 1556 PAGE 337

DEC 14 1995
DOUGLAS LA FOLLETTE
SECRETARY OF STATE

ARTICLES OF INCORPORATION OF BROOKFIELD TERRACE CONDOMINIUM OWNERS' ASSOCIATION, INC.

The undersigned natural person more than eighteen (18) years of age, for the purpose of organizing a corporation under the provisions and subject to the requirements of Chapter 181, Wisconsin Statutes, known as the "Wisconsin Non-Stock Corporation Law", does sign and acknowledge Articles of Incorporation, as follows:

ARTICLE 1. NAME. The name of the corporation is Brookfield Terrace Condominium Owners' Association, Inc.

ARTICLE 2. EXISTENCE. The period of existence shall be perpetual.

ARTICLE 3. PURPOSES. The corporation is organized to run, operate, administer, control and manage the affairs of the condominium unit owners including but not limited to adopting budgets for revenues, expenditures and reserves and to levy and collect assessments for common expenses from the unit owners; employ and dismiss employees and agents; sue on behalf of the unit owners; enter into contracts and incur liabilities; cause improvements to be made as a part of the common elements; grant easements through or over the common elements; grant or withhold approval of any action by a unit owner to change the exterior appearance of any condominium building; obtain and pay for the services of any person or entity to manage its affairs; obtain and pay for legal, accounting and such other services necessary or desirable in connection with the operation and administration of the condominium; acquire and hold for the use and benefit of all the unit owners tangible and intangible personal property and real property and dispose of the same; establish reasonable rules and regulations governing the use of the unite and the common elements; contact for garbage and trash collection, snow and ice removal lawn and landscaping care, common area maintenance and other common services; and, exercise all other powers set forth in Declaration of Condominium, Condominium Ownership Act of the State of Wisconsin, and By-Laws for the purposes managing, operating and running the Condominium.

ARTICLE 4. MEMBERS. The corporation shall have members.

ARTICLE 5. MEMBERSHIP CLASSIFICATION. The corporation shall have one class of members. Each owner of a unit in Brookfield Terrace, A Condominium shall be a member of the corporation. Only owners of units in the Brookfield Terrace, A Condominium shall be members of the corporation.

ARTICLE 6. DIRECTORS. The directors of the corporation shall be elected by majority vote of the members of the corporation at the annual meeting unless a different method of election is set forth in the Bylaws.

ARTICLE 7. REGISTERED AGENT. The name of the initial registered agent of the corporation is John Becker

ARTICLE 8. ADDRESS. The initial registered address of the corporation is 5334 Highway 175, Hartford, WI 53027.

Drafted by & Return to:
Schloemer Law Office
101 S. 6th Ave.

B037448

ARTICLE 9. LOCATION OF PRINCIPAL OFFICE. The mailing address and county of the principal office of the corporation is 5334 Highway 175, Hartford, Wisconsin 53027.

ARTICLE 10. NUMBER OF DIRECTORS. The initial number of directors shall be three. The manner of election of the directors will be fixed by the by-laws of the corporation. The number of directors may be amended by an amendment to these Articles or as further provided for in the by-laws provided the number of directors shall not be less than the minimum required number of directors as set forth in Chapter 181, Wisconsin Statutes.

ARTICLE 11. NAMES AND ADDRESSES OF INITIAL DIRECTORS. The names and addresses of the initial board of directors of the corporation are:

John Becker	5334 Highway 175, Hartford, WI 53037
Deborah Becker	5334 Highway 175, Hartford, WI 53027
Dustin J. Becker	5334 Highway 175, Hartford, WI 53027

ARTICLE 12. RECORDS. The corporation shall keep records that show and reflect each member's rights and interests in any funds which the corporation retains.

ARTICLE 13. LIQUIDATION. Upon the liquidation and\or dissolution of the corporation, the remaining property and assets shall be distributed to all who are members of the corporation at the time of the liquidation and/or dissolution, based upon their membership interest.

ARTICLE 14. AMENDMENT. These Articles may be amended in the manner authorized by law at the time of amendment.

ARTICLE 15. INCORPORATOR. The name and address of the incorporator is Joan R. Beck and her address is 101 S. 6th Avenue, West Bend, WI 53095.

EXECUTED in duplicate this 6th day of Dec 1995.

Joan R. Beck

This document was drafted by Joan R. Beck

STATE OF WISCONSIN)
ss.
WASHINGTON COUNTY)

Personally came before me this 6th day of December 1995, the above named Joan R. Beck to me known to be the person who executed the foregoing instrument and acknowledged the same.

Karen A. Luecke
Notary Public, Wash. Cty. WI
My commission expires 2-18-96

UNITED STATES OF AMERICA

The State of Wisconsin

DATE: 14 DEC 1995

OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION
of

BROOKFIELD TERRACE CONDOMINIUM OWNERS' ASSOCIATION, INC.

The STATE OF WISCONSIN hereby grants to said organization the powers and privileges conferred upon it by Chapter 181 of the Wisconsin Statutes, for the pursuit of any purpose lawful under said Chapter, except as may be further limited in its articles of incorporation.

SEAL OF THE SECRETARY OF STATE * STATE OF WISCONSIN *

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Madison, on the date above written.

Douglas La Follette

DOUGLAS La FOLLETTE
Secretary of State

ANNUAL REPORT Corporations filing articles of incorporation under Chapters 180, 181 or 185 of the Wisconsin Statutes are required to file an annual report with the Secretary of State.

Forms to Use Ch. 181 corporations use Form 17 and business corporations (Ch. 180) and cooperative associations (Ch. 185) use Form 16. Blank report forms are mailed to the corporation c/o its registered agent and office of record with the Secretary of State, and are distributed during the calendar quarter in which the report is due.

When to File The DUE DATE is fixed by the date the articles of incorporation were originally filed. An original filing date of May 26 falls within the second calendar quarter, and the DUE DATE for the report of that corporation, for example, will be June 30, the last day of that calendar quarter. The first report of a corporation is due in the year following that in which it files its articles of incorporation.

Where to File By mail, to WISCONSIN CORPORATION ANNUAL REPORT, at the address indicated on the report form, or at the Office of the SECRETARY OF STATE, 30 W. Mifflin, Madison.

REGISTERED OFFICE AND REGISTERED AGENT Corporations are required to maintain a registered office and agent in Wisconsin. The initial registered office and agent were established in the articles of incorportion, and a specific procedure must be followed in order to change that designation. Form 13 (for Ch. 180), Form 113 (for Ch. 181) and Form 204-13 (for Ch. 185) may be used to file a change of registered office and/or agent. Forms available upon request from SECRETARY OF STATE, P.O. Box 7846, Madison, WI, 53707.

The above requirements are statutory, and further it is important that the office and agent designations be kept current, as annual report forms, notices and other official communications are directed to the corporation or cooperative through the registered/principal office and agent of record.

REPORTING REQUIREMENT FOR CHARITABLE ORGANIZATIONS THAT SOLICIT CONTRIBUTIONS. Notice is hereby given, pursuant to s. 181.32(2), Wis. Stats., that a NONSTOCK, NONPROFIT corporation engaged as a charitable organization and soliciting contributions is subject to reporting requirements with the Wisconsin Dept. of Regulation & Licensing, pursuant to Ch. 440 of the Wisconsin Statutes. Please call or write the following for further information and filing requirements: WISCONSIN DEPT. OF REGULATION & LICENSING, Attn: Charitable Organizations, P. O. Box 8935, Madison, WI 53708. Phone (608) 266-0829.

POLICY AND PERMIT ON DUMPSTERS/ POD
BROOKFIELD TERRACE CONDOMINIUM
OWNERS' ASSOCIATION

The Condominium Manager is hereby authorized to issue a revocable, non-transferable permit to locate a dumpster, whose dimensions do not exceed 8' wide x 18' long x 6' high, on the applicant Unit Owner's driveway for a period not to exceed sixty (60) days, subject to the following conditions:

1. Wooden planks or sheets are placed beneath the dumpster to prevent damage to the driveway.

2. Only construction debris may be placed in the dumpster and nothing is placed in the dumpster in a manner that allows the dumpster's contents to be seen from the street.

3. No dumpsters are permitted between December 15 and January 5.

4. The Unit Owner will pay Brookfield Terrace Condominium Owners' Association, Inc., for any and all additional expense that incurs for landscape or lawn services, snow removal, maintenance, or repair that are consequential to the presence of the dumpster. Such costs shall be a Special Assessment to the Unit Owner and shall be paid within 15 days of billing.

5. Costs incurred by Brookfield Terrace Condominium Owners'Association, Inc., for repairing or replacing the common elements or the limited common elements due to damage resulting from the construction activities or the dumpster's presence, placement, or removal are the sole responsibility of the Unit Owner. Such costs shall be a Special Assessment to the Unit Owner and shall be paid within 15 days of billing.

6. The Board of Directors retains the absolute right to revoke the permit without notice. In the event of revocation the Condominium Manager shall immediately notify the Unit Owner by E-mail or USPS. The Unit Owner must remove the dumpster within the next two (2) calendar days (Saturday, Sunday, and holidays recognized by the City of Wauwatosa excluded). Failure to remove the dumpster as provided for above may result in a fine of fifty dollars ($50) per day, each day a separate violation.

7. The Unit Owner is solely responsible for obtaining, at his or her expense, any permits or licenses required by City, County, State, or other Governmental authorities relative to the placement, transport, or use of the dumpster.

8. THE UNIT OWNER AGREES THAT HE/SHE WILL INDEMNIFY AND HOLD HARMLESS THE BROOKFIELD TERRACE OWNERS' ASSOCIATION, INC., ITS DIRECTORS AND OFFICERS, AND ITS AGENTS FROM ANY DAMAGES RESULTING FROM THE PLACEMENT, USE, OR REMOVAL OF THE DUMPSTER.

9. The Condominium Manager shall not issue a permit until the Unit Owner, or Owners, as the case may be, shall have signed two (2) copies of this Policy and Permit attesting that they have read and agree to its terms.

10. The Condominium Manager shall immediately notify each of the Directors by USPS or E-mail that the permit has been issued.

Adopted by the Board of Directors on .

PERMIT

Signature(s) _____ Date_____
Unit Owner(s) (Print Name(s) on the line below)

Signature _____ Date_____
Condominium Manager

Permit Expires: _____

BY-LAWS

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OF
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BROOKFIELD, WISCONSIN

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BY-LAWS

BROOKFIELD TERRACE
CONDOMINIUM OWNERS' ASSOCIATION

ARTICLE I
GENERAL PROVISIONS

Section 1.01. - Incorporated Association. The affairs of this condominium shall be governed by an incorporated association of its unit owners known as "Brookfield Terrace Condominium Owners' Association, Inc., incorporated on December 14, 1995.

Section 1.02 - Mailing Address. The Association's mailing address shall be the home address of its President.

Section 1.03 - Declarant Control. The affairs of the condominium and the Association shall be subject to control by the Declarant as set forth in Section 11.05 of the Declaration.

Section 1.04 - Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of recording of the Declaration.

Section 1.05 - Conflicts. In case of any conflict between the Condominium Ownership Act (the Act) or the Declaration and these By-Laws, the Act or the Declaration, as the case may be, shall control.

Section 1.06 - Corporate Law. The provisions of Wisconsin corporate law shall govern the organization and administration of the Association unless a clear contrary intent is evident from the Declaration or these By-Laws.

ARTICLE II
ASSOCIATION MEMBERSHIP

Section 2.01 - Roster of Unit Owners. The Association shall maintain a current roster of the names and addresses of every unit owner to whom notice of meetings of the Association shall be sent. The roster shall also include the name and address of each mortgagee of a unit and the name and address of each person designated pursuant to Section 2.02 hereof.

Section 2.02 - Representation of Multiple Owners and of Entities. When a unit has multiple owners, or such unit is owned by a partnership, corporation, trust, estate or other entity, then such owner(s) shall have the right to file a written designation with the Secretary specifying the person who shall represent the unit as the voting member in all meetings. Such written designation shall remain in effect and be binding upon such unit owner(s) until a written revocation by the unit owner(s) is filed with the Secretary. If such written designation or a properly signed proxy has not been filed before any meeting, then the presiding officer at such meeting shall have the right to designate any person present representing the unit owner(s) as the

voting member to cast the vote for such unit at such meeting and such designation shall be conclusive for that meeting.

Section 2.03 - Certificate of Membership. The Board of Directors may issue membership certificates to the persons or entities owning units, but such certificates shall not be transferable in any manner whatsoever and the existence or production of any such certificate for any unit shall not supersede or affect the validity of the membership roster of the Association.

ARTICLE III
ASSOCIATION MEETINGS

Section 3.01 - Initial Meetings. (1) Prior to the conveyance of twenty-five percent (25%) of the common element interest by the Declarant to purchasers, the Association shall hold a meeting and unit owners, other than the Declarant, shall elect at least twenty-five percent (25%) of the Directors. Prior to the conveyance of fifty percent (50%) of the common element interest by the Declarant to purchasers, the Association shall hold a meeting and the unit owners, other than the Declarant, shall elect at least thirty-three and one-third percent (33-1/3%) of the Directors.

(2) The calculation of the percentage of common element interest conveyed by the Declarant to purchasers under (1) shall be determined by dividing the total number of units which have been conveyed by the total number of units declared in the Declaration.

(3) Not later than forty-five (45) days after the expiration of the period of Declarant control, the Association shall hold a meeting and the unit owners shall elect all of the Directors of the Association.

Section 3.02 - Annual Meetings. The first annual meeting shall be held in the month of November of the year in which the meeting convened in accordance with Section 3.01(3) of these By-Laws is held. Each subsequent annual meeting shall, as determined by the first annual meeting, be held on the same day of the same month of each year thereafter.

Section 3.03 - Special Meetings. Special meetings of the Association may be called at any time by the President or by the Board of Directors, or upon written request of the unit owners who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3.04 - Place of Meetings. All meetings shall be held at the condominium or at such other place in Waukesha County, Wisconsin, as the Board of Directors may designate.

Section 3.05 - Notice of Meetings. No regular, annual or special meeting of the Association may be held except on at least ten (10) days' written notice delivered or mailed to every unit owner at the address shown on the roster or unless waivers are duly executed by all unit owners. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.