EXECUTIVE SUMMARY

Condominium Name: Birchwood Condominium Association, Ltd

This Executive Summary was prepared or revised on January 21, 2025 (insert date).

This Executive Summary highlights some of the information prospective purchasers are most interested in learning, as well as some of the information they should consider when contemplating the purchase of a residential condominium unit. The following sections either briefly summarize pertinent information or direct prospective buyers to specific documents, sections and/or pages of the condominium materials that discuss a topic in detail. A section identified with an 🕮 icon may refer a prospective purchaser to specific page numbers or sections of the condominium materials for more information about a topic.

This summary is not intended to replace the prospective purchaser's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents or legal advice.

1. Condominium Association Management and Governance

- Condominium association name Birchwood Condominium Association, Ltd
- Association address 2900 - 14th Lane, Kenosha, WI 53140
- The association is managed:
  - ☐ By the Unit Owners (self-managed)
  - ☒ By a management agent or company
  - ☐ By the declarant (developer) or the declarant's management company
- Person(s) to be contacted for more information about the condominium MPC Property Management Bernard Petersen
- Address, phone number, and other contact information for the contact person 120 E Chestnut St, Burlington, WI 53105 262-661-4284 condoadmin@mpcpm.com

🕮 For condominium document references regarding association governance and a condominium contact person, see MPC Property Management: Community Association Manager, Bernard Petersen

2. Parking

- Number of parking spaces assigned to each Unit: _____ Number Outside _____ Inside _____
  - ☐ Common Element ☐ Limited Common Element ☐ Included as part of the Unit
  - ☐ Separate Non-voting Units ☐ Depends on Individual Transaction [check all that apply]
- Parking fees (include separate maintenance charges, if any) ☒ No ☐ Yes, $_____ per _____
  Other (*specify*): _____
- Parking assignments reserved or designated on the plat or in the condominium documents:
  ☒ No ☐ Yes -- Where? _____
- Parking spaces assigned to a unit by a separate deed: ☒ No ☐ Yes
- Ability to transfer parking spaces between Unit Owners: ☒ No ☐ Yes
- Describe parking available for visitors Guest Parking
- Describe any other parking restrictions See Rules & Regulations, Article IV, Section R

🕮 For condominium document references to parking, see Rules & Regulations, Article IV, Section R.

3. Pets

- Are pets allowed? ☐ No ☒ Yes -- describe the kinds of pets allowed: 2 pets, small to medium only allowed. See Birchwood Pet Policy.

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- Pet rules and restrictions: **No livestock, Poultry, Wild Birds or Reptiles. 2 dog limit. See Pet Policy**

📖 For condominium document references regarding pet rules, see **Birchwood Pet Policy**

4. Unit Rentals

- May Unit Owners rent out their condominium units? [X] No [ ] Yes -- describe the limitations and restrictions on unit rentals: **10% of Association are 'Grand-fathered In' totaling 13 units for the community.**

📖 For condominium document references regarding unit rentals, see **Declaration, Article X, Section E and Rules & Regulations, Section III.R**

5. Special Condominium Amenities or Features

Clubhouse, Game Room and Pool. Key fob access only

(describe any special amenities and features)

- Are Unit Owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course? [X] No [ ] Yes -- cost:

📖 For condominium document references regarding special amenities, see **Rules & Regulations, Section IX.**

6. Unit Maintenance and Repair Responsibilities

- A Unit Owner's responsibilities for unit maintenance and repair include: **Maintenance & Repair from the drywall going into the unit is owner's responsibility as well as windows and doors.**

📖 For condominium document references regarding unit maintenance and repair responsibilities, see **Declaration, Article V. Rules & Regulations, Section III & Section IV.A**

7. Common Element and Limited Common Element Maintenance, Repair and Replacement

- Person(s) responsible for common element maintenance, repair and replacement: **Association Responsibility.**
- Repair and replacement of the common elements is paid for by:
  - [ ] Unit Owner assessments
  - [ ] Reserve funds
  - [X] Both
  - [ ] Other (*specify*):
- Person(s) responsible for limited common element maintenance, repair and replacement:
- Repair and replacement of the limited common elements is paid for by:
  - [ ] Unit Owner assessments
  - [ ] Reserve funds
  - [X] Both
  - [ ] Other (*specify*):

📖 For condominium document references regarding common element and limited common element maintenance, repair and replacement, see

8. Reserve Funds

- Does the condominium association maintain reserve funds for the repair and replacement of the common elements? [ ] No [X] Yes
- Does the association have a Statutory Reserve Account*? [X] No [ ] Yes

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Total condominium reserve funds balance is $ 114,029.52

Note: This amount is current as of the date this Executive Summary was prepared or revised.

For condominium document references regarding this condominium's reserve funds for repairs and replacements, see **Bylaws, Article V**

***Note:** A "Statutory Reserve Account" is an account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with up to 12 residential units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period has ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. A condominium may have other reserve accounts that are not statutory reserve accounts.

9. Fees on New Units

- Are there provisions excusing the declarant (developer) from paying assessments or modifying the declarant's obligation to pay assessments for the units still owned by the declarant during the period of declarant control?

[X] Not applicable (no developer-owned units or declarant control has ended)
[ ] No
[ ] Yes -- describe in what way: _____

- Describe other provisions in the declaration, bylaws, or budget addressing the levying and payment of assessments on units during the period of declarant control: _____

For condominium document references to condominium fees during the declarant control period, see _____

10. Expansion Plans

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

[X] No [ ] Yes -- number of additional units that may be added through the expansion: _____ units

- Expansion period ends: _____
- Condominium management during the expansion period is by: _____

For condominium document references regarding condominium expansion plans, see _____

11. Unit Alteration and Limited Common Element Enclosure

- Unit Owner may alter a unit or enclose limited common elements [X] No [ ] Yes
- Describe the rules, restrictions and procedures for altering a unit: _____
- Describe the rules, restrictions and procedures for enclosing limited common elements: _____

For condominium document references to unit alterations and limited common element enclosures, see _____

12. First Right of Purchase

- The condominium association has a right of first purchase, also sometimes referred to as a right of first refusal, when a condominium unit is offered for sale [ ] No [X] Yes

For condominium document references to any first right of purchase held by the condominium association, see Declaration, Article XI

13. Transfer Fee

- The condominium association charges a fee in connection with the transfer of ownership of a unit: [ ] No

[X] Yes -- amount charged: $ **400 Reserve Contribution**

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For condominium document references to fees charged in connection with a unit ownership transfer, see _____

14. Payoff Statement Fee

- Condominium association charges a fee for providing a payoff statement regarding unpaid unit assessments and charges: ☐ No ☒ Yes -- amount charged: $ 125.00

For condominium document references to fees charged for payoff statements under Wis. Stat. § 703.335, see _____

15. Disclosure Materials Fee

- Condominium association charges a fee for providing the condominium disclosure materials a unit seller must provide to a prospective unit buyer: ☐ No ☒ Yes-- amount charged: $ Up to $50.00

For condominium document references regarding fees charged for providing the condominium disclosure materials, see The actual cost of furnishing the information or $50.00, whichever is less pursuant to Sec.703.20(2)(a) WI Stat.

16. Other restrictions or features (optional): _____

17. Amendments

Condominium materials can be amended in a way that might change the rights and responsibilities of Unit Owners. Wisconsin law allows the Unit Owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter a Unit Owner's legal rights and responsibilities with regard to the condominium unit, including some of the information included in this Executive Summary. Unit Owners and prospective purchasers should review the amendment requirements in the declaration, bylaws, rules and regulations, or other condominium documents.

For condominium document references regarding condominium document amendment procedures and requirements, see Bylaws, Article VIII

This Executive Summary was prepared on the date stated on page one by Bernard Petersen, Community Association Manager (print name and title or position).

Instructions for Completing the Executive Summary. The Executive Summary is one of the condominium disclosure documents that must be furnished to a prospective purchaser of a residential condominium unit. The Executive Summary addresses the topics set forth in Wis. Stat. § 703.33(1)(h) in clear, plain language or by indicating the location within the disclosure materials where the information may be found. The Executive Summary must state the date on which it is prepared or revised. It shall be revised whenever a change in the condominium materials necessitates a corresponding revision to the Executive Summary. The preparer of the Executive Summary should consult an attorney with any questions concerning preparation of the Executive Summary.

Executive Summary Legal Requirements. Per Wis. Stat. § 703.33(1m), the declarant (developer) or the association is responsible for preparing the Executive Summary and revising it whenever a change is made in the disclosure materials that necessitates a corresponding revision to the Executive Summary. An Executive Summary must appear in the condominium disclosure materials directly following the index [Wis. Stat. § 703.33(2)], and must be attached as an addendum to the real estate condition report that a seller gives to a prospective purchaser, generally before the prospective purchaser writes an offer to purchase [Wis. Stat. § 709.02]. An Executive Summary may not be required as part of the disclosure materials for a "small condominium" (up to twelve residential units), depending upon the elections made in the declaration [Wis. Stat. § 703.365 (1) & (8)].

CAUTION: NEITHER REAL ESTATE LICENSEES NOR UNIT OWNERS SHOULD COMPLETE THIS FORM!

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

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