

**Brookwood Condominium
Executive Summary**

This Executive Summary was prepared on October 23, 2019.

Pursuant to Section 703.33(1)(h) of the Wisconsin Statutes, this is the Executive Summary for Brookwood Condominium, furnished by the Declarant, Titletown Townhouse Development, LLC.

1. **Condominium Identification.** The name of the condominium is Brookwood Condominium.

2. **Expansion Plans.** Initially, the Condominium will consist of two (2) buildings containing a total of 15 residential units and 1 shared components unit. The Declarant reserves the right (without obligation) to expand the Condominium into a total of 54 residential units and 1 enlarged shared components unit. The expansion area of the Condominium is described in Exhibit 2 of the Condominium Declaration, which areas may be used for any lawful purpose until such time as Declarant elects to convert the expansion area into individual Units. Additionally, in the event that the Declarant elects not to convert the expansion area into additional individual Units, the Declarant reserves the right to utilize the expansion area for any lawful purpose. Purchasers of those individual Units in the expansion area shall become Unit Owners and members of the Association upon the expansion area being submitted to the Condominium. The total number of units after expansion is completed shall be up to 54 residential units and 1 shared components unit, subject to the right to add Units by means of separation or division of existing units, or any other means allowed under the Declaration or applicable law. The Declarant intends to complete expansion of the Condominium as soon as possible, but has reserved the maximum period of time under S. 703.26 Wis. Stats. to complete expansion. Under subsection (d) of the Statute, the Declarant may expand the Condominium during a period of time ending ten (10) years from the date of recording of the Declaration. Initially, the Condominium Association shall be self-managed by the original Board of Directors who are affiliated with the Declarant. See the Condominium Declaration for additional information.

3. **Governance.** The name and address of the condominium association which will govern the Common Elements of the Condominium is the Brookwood Owner's Condominium Association, Inc., 1265 Lombardi Ave, Green Bay, Wisconsin 54304, Attn: Ed Policy (the "**Condominium Association**"). Initially, the Condominium Association shall be self-managed by the original Board of Directors who are affiliated with the Declarant. The name, address and telephone number of the individual who may be contacted regarding the Condominium, is:

Ed Policy
1265 Lombardi Ave
Green Bay, Wisconsin 54304
Phone Number:
Fax Number:
E-Mail:

4. **Special Amenities.** There are no special amenities that are appurtenant to Unit ownership. A Unit Owner has no obligation to join or support any special amenities.

5. **Maintenance and Repair of Units.** Each Unit Owner shall be responsible for the maintenance and repair of the Units owned by the Unit Owner, as described in Section 7 of the Declaration.

6. **Maintenance, Repair and Replacement of Common Elements and Shared Components.** The Condominium Association shall be responsible for the maintenance, repair and replacement of the Common Elements, as described in Section 7.2 of the Declaration. The cost and expense of such repairs and replacements will be funded from a combination of Unit Owner assessments and any reserve funds, as determined by the Condominium Association from time to time. The Shared Components Unit Owner shall be responsible for the maintenance, repair and replacement of the Shared Components, as described in Section 7.4 of the Declaration. The cost and expense of such repairs and replacements will be funded from a combination of charges to the Residential Units and any reserve funds, as determined by the Shared Components Unit Owner from time to time. Given the structure of the Condominium, the role of the Condominium Association has been minimized and most maintenance and repair obligations are instead performed by the Shared Components Unit Owner. See the Declaration for additional details.

7. **Rental of Units.** Unit Owners may lease their Units provided such Unit Owners comply with all of the terms and conditions set forth in Section 16 of the Declaration. No lease of a Residential Unit shall be for a period of less than 30 consecutive days. See the Declaration for additional details.

8. **Unit Alterations.** A Residential Unit Owner may make improvements or alterations within his or her Unit, provided such improvements and alterations comply with all of the terms and conditions set forth in the Declaration, including the terms and conditions set forth in Section 8.1 of the Declaration. See the Declaration for additional details.

9. **Parking.** Each Unit purchased will have a two (2) car garage capable of parking a minimum of two (2) standard sized vehicles. Additional parking, if any, may be located in a surface parking area contained within the Shared Components Unit. See the Declaration for additional details.

10. **Pets.** Pursuant to Section 16.2 of the Declaration, no livestock, reptiles or poultry of any kind shall be raised, bred, or kept on or in any portion of the Condominium Property. Domesticated dogs and/or cats may be maintained in a Unit or upon the Condominium Property provided that such pets: (a) are permitted to be so kept by applicable laws and regulations, (b) are not left unattended on balconies, terraces, patios or in lanai areas and/or any Limited Shared Components, (c) are generally not a nuisance to residents of other Units or of neighboring buildings and/or Elements, and (d) are not a breed considered to be dangerous or a nuisance by the Shared Components Unit Owner; and (e) meet other requirements which may be established under the Master Covenants, the Shared Facilities Rules or any rules and regulations adopted by the Shared Components Owner or the Association.

11. **Reserves.** The Condominium Association will not maintain reserves and the Declarant intends to opt out of the statutory reserve account provided for under Section 703.163 of the Condominium Act.

11m. **Fees on New Units.** The Declarant does not intend to exempt itself to pass assessments on unsold units which are part of the Condominium. Notwithstanding the foregoing, the Declarant will not be obligated to pay assessments on any portion of the Expansion Lands until such time as such Expansion Lands are submitted to the Condominium and the units contained herein are created.

11q. **Amendments.** The Condominium Declaration contains an amendment clause whereby a unit purchaser's rights and responsibilities may be altered by an amendment of the Condominium Declaration (or the articles or bylaws). For additional details, see the Declaration, Articles of Incorporation for the Condominium Association and the Bylaws of the Condominium Association.

12. **Other Restrictions or Features.** The Condominium is part of a larger development known as Titletown. See the Master Covenants for additional details.

13. **Right of First Purchase.** No Unit Owner other than the Developer may sell his or her Unit without complying with the Right of First Refusal contained in Section 17 of the Declaration. See Section 17 of the Declaration for additional details.

14. **Transfer Fee.** The Condominium Association does not charge a fee in connection with the transfer of ownership of the Unit.

15. **Disclosure Material Fee.** The Condominium Association does not charge a fee for providing the disclosure materials described in Section 703.33, Wisconsin Statutes.

16. **Payoff Statement Fee.** The Shared Components Unit Owner and/or the Association may charge a reasonable fee to prepare an estoppel or payoff statement. The exact amount of the fee is unknown. See Sections 11.7 and 12.10 of the Declaration for additional details.

17. **Sales of Units by Declarant.** The Declarant has reserved certain rights and easements during the period of time that the Declarant is continuing to market and sell or lease Units. See the Declaration for additional details.

18. **Other Restrictions or Features.** **THE CONDOMINIUM WILL CONSIST ONLY OF THE UNITS AND COMMON ELEMENTS DESCRIBED IN THE DECLARATION OF CONDOMINIUM CONTAINED IN THESE MATERIALS. AS DESCRIBED IN GREATER DETAIL IN THE DECLARATION, THE COMMON ELEMENTS HAVE BEEN MINIMIZED AND ALMOST ALL OF THE RECREATIONAL AND OTHER COMMONLY USED FACILITIES ARE NOT PART OF THE COMMON ELEMENTS, BUT RATHER ARE PART OF THE SHARED COMPONENTS (WHICH ARE PART OF THE SHARED COMPONENTS UNIT). ACCORDINGLY, CONTROL OF THOSE FACILITIES IS VESTED IN THE SHARED COMPONENTS UNIT OWNER, RATHER THAN THE CONDOMINIUM ASSOCIATION. EACH PURCHASER SHOULD REVIEW THE CONDOMINIUM DECLARATION TO UNDERSTAND THE STRUCTURE OF THE CONDOMINIUM. THE SHARED COMPONENTS UNIT OWNER HAS A LIEN RIGHT AGAINST EACH RESIDENTIAL UNIT TO SECURE THE PAYMENT OF SHARED COSTS OR OTHER EXACTIONS COMING DUE FOR THE**

MAINTENANCE, OPERATION, UPKEEP AND REPAIR OF THE SHARED COMPONENTS.

THIS EXECUTIVE SUMMARY IS INTENDED TO BRIEFLY SUMMARIZE SOME OF THE PERTINENT PROVISIONS OF THE DISCLOSURE MATERIALS AND CANNOT BE RELIED UPON AS CORRECT OR BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, PLEASE REVIEW THE PARTICULAR PROVISIONS OF THE DISCLOSURE MATERIALS REFERENCED IN THE EXECUTIVE SUMMARY. CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN SHALL BE AS DEFINED IN THE DECLARATION.