

TABLE OF CONTENTS

BY-LAWS

SOUTHEAST SUNRISE CONDOMINIUM
OWNERS ASSOCIATION
WEST BEND, WISCONSIN

	Page Number
ARTICLE I - GENERAL PROVISIONS	
Section 1.01 - Incorporated Association	1
Section 1.02 - Mailing Address	1
Section 1.03 - Declarant Control	1
Section 1.04 - Fiscal Year	1
Section 1.05 - Conflicts	1
ARTICLE II - ASSOCIATION MEMBERSHIP	
Section 2.01 - Roster of Unit Owners	1
Section 2.02 - Representation of Multiple Owners and Entities	1
Section 2.03 - Certificate of Membership	2
ARTICLE III - ASSOCIATION MEETINGS	
Section 3.01 - Initial Meetings	2
Section 3.02 - Annual Meetings	2
Section 3.03 - Special Meetings	2
Section 3.04 - Place of Meetings	2
Section 3.05 - Notice of Meetings	3
Section 3.06 - Quorum	3
Section 3.07 - Suspension of Voting Rights	3
Section 3.08 - Proxies	3
Section 3.09 - Controlling Vote	3
ARTICLE IV - BOARD OF DIRECTORS	
Section 4.01 - Number	3
Section 4.02 - Term of Office	3
Section 4.03 - Removal	3
Section 4.04 - Compensation	4
Section 4.05 - Nomination	4
Section 4.06 - Election	4
Section 4.07 - Limitations	4

ARTICLE V - MEETINGS OF DIRECTORS

Section 5.01 -	Regular Meetings	4
Section 5.02 -	Special Meetings	4
Section 5.03 -	Quorum	4
Section 5.04 -	Action Taken Without a Meeting	4
Section 5.05 -	Waiver of Notice of Meeting	4

ARTICLE VI - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.01 -	General	5
Section 6.02 -	Specified	5
Section 6.03 -	Acquiring and Conveying Property	7
Section 6.04 -	Borrowing Money	7

ARTICLE VII - OFFICERS AND THEIR DUTIES

Section 7.01 -	Enumeration of Officers	7
Section 7.02 -	Election of Officers	7
Section 7.03 -	Term	7
Section 7.04 -	Special Appointments	7
Section 7.05 -	Resignation and Removal	7
Section 7.06 -	Vacancies	7
Section 7.07 -	Multiple Offices	8
Section 7.08 -	Duties	8

ARTICLE VIII - COMMITTEES

Section 8.01 -	General Committees	8
Section 8.02 -	Nominating	9

ARTICLE IX - COMMON EXPENSES

Section 9.01 -	Illustrative List	9
Section 9.02 -	Typical Expenses	9

ARTICLE X - AMENDMENTS

Section 10.01 -	Presentment	10
Section 10.02 -	Vote Required	10
Budget		11
Rules and Regulations		12

BY-LAWS

SOUTHEAST SUNRISE CONDOMINIUM OWNERS ASSOCIATION INC.

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 "Southeast Sunrise Condominium Owners Association Inc."

Section 1.02 - Mailing Address. The Association's mailing address shall be the home address of its President or such other address as the President shall designate.

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 12.05 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.

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 owners(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 to purchasers, an association shall hold a meeting and the unit owners other than the Declarant shall elect at least 25% of the directors of the executive board.

(2) Upon 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 a thirty-three and one-third percent (33-1/3%) of the Directors.

(3) 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.

(4) 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 May 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 the same month of each year thereafter at a date as determined by the Board of Directors.

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 Washington County, Wisconsin, as the Board of Directors may designate.

Section 3.05 - Notice of Meetings. No regular 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.

Section 3.06 - Quorum. The presence at an Association meeting of owners and proxies entitled to cast a majority of the Association votes shall constitute a quorum for any action except as otherwise provided in the Act, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

Section 3.07 - Suspension of Voting Rights. No unit owner may vote at a meeting of the Association until such owner shall furnish the Association with his or her name and current mailing address for the roster of unit owners. Further, a unit owner may not vote at a meeting of the Association if the Association has recorded a Statement of Condominium Lien on the owner's unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 3.08 - Proxies. At all Association meetings owners may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary not later than the day before the scheduled meeting. Every proxy shall be revocable and shall automatically cease upon conveyance of a unit or upon the termination of an owner's interest therein. In any event, a proxy is effective only for a maximum period of 180 days following its issuance unless it is granted to a mortgagee or lessee.

Section 3.09 - Controlling Vote. Unless otherwise provided in the Act, the Declaration, or these By-Laws, decisions of the Association shall be made on a majority of votes of the unit owners present and voting.

ARTICLE IV **BOARD OF DIRECTORS**

Section 4.01 - Number. The affairs of this Association shall be managed by a Board of three (3) Directors.

Section 4.02- Term of Office. The Directors shall take office upon election and shall serve initial terms on the following basis: one (1) Director shall serve for a term of one (1) year, one (1) Director shall serve for a term of two (2) years and one (1) Director shall serve for a term of three (3) years. Thereafter, Directors shall be elected for three (3) year terms.

Section 4.03 - Removal. Any Director may be removed from the Board with or without cause, by a vote of two-thirds (2/3) of the Directors or by a majority vote at an Association meeting. In the event of the death, resignation or removal of a Director, a

successor shall be selected by the remaining members of the Board and shall serve for the unexpired term.

Section 4.04 - Compensation. No Director shall receive compensation for any service rendered to the Association. Any Director may, however, be reimbursed for actual expenses incurred in the performance of duties.

Section 4.05 - Nomination. Nominations for Director shall be made by a Nominating Committee of three (3) voting members. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Association, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations for Directors may also be made from the floor at the annual meeting.

Section 4.06 - Election. Election to the Board of Directors shall be by secret written ballot. The person(s) receiving the largest number of votes shall be elected.

Section 4.07 - Limitations. Not more than one (1) Director may be a non-unit owner, except during the period of Declarant control when not more than two Directors may be non-unit owners.

ARTICLE V **MEETING OF DIRECTORS**

Section 5.01 - Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 5.02 - Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors after not less than ten (10) days notice to each Director.

Section 5.03 - Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.04 - Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 5.05 - Waiver of Notice of Meeting. Any Director shall have the right to file a written waiver of notice of the meeting of the Board of Directors and consent to the transaction of any business that may come before the meeting. Such waiver can be given

before or after any meeting and shall be effective when filed with the Secretary with the minutes of the meeting.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.01 - General. The Board of Directors shall have the authority to exercise, for and on behalf of the Association, all powers, duties and authority vested in or delegated to the Association by the Act, the Articles of Incorporation or the Declaration, except where the Act or Declaration specifically require a vote of the Association membership.

Section 6.02 - Specified. The Board of Directors shall have the specified power and duty to:

- (1) Adopt administrative rules and regulations (herein referred to as the "Rules and Regulations") governing the use and occupancy of the units; the use of the common elements; the conduct of the unit owners, unit occupants and their guests; and to establish penalties for the infraction thereof; provided, however, that any portion of such Rules and Regulations may be amended or rescinded by the unit owners representing sixty-seven percent (67%) of the units at any annual or special meeting if written notice thereof is given to all members at least ten (10) days before the date of such meeting.
- (2) Employ a manager, managing agent, independent contractor or such other employees and personnel as the Board of Directors deems necessary, and to prescribe their compensation and duties.
- (3) Cause to be kept, using standard bookkeeping procedures, detailed and accurate records of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred, together with a complete record of all proceedings and activities of the Board of Directors and the Association. A summary of such records shall be presented to the Association membership at each annual meeting.
- (4) Cause all vouchers authorizing the payment of common expenses, and the books and papers of the Association to be available for examination by the unit owners at convenient times at the principal office of the Association, where copies may be purchased at reasonable cost.
- (5) Prepare on or before March 31st of each year an annual budget for consideration and adoption by the annual meeting of the Association which budget shall show the estimated income and receipts of the Association, together with the common expenses which will be required to properly maintain the common elements as provided in the Declaration.

- (6) Fix the amount of the regular monthly assessments required to be paid by each unit based on such annual budget and a reasonable amount considered by the Board of Directors to be necessary for a reserve for contingencies, replacements and improvements.
- (7) Furnish to each unit owner at or before the annual meeting each year a summary of the proposed Association budget and a statement of the monthly assessment to be made to each unit during the following year, together with a statement of the rate of interest which has been fixed by the Board of Directors to be charged on unpaid assessments.
- (8) Sue to recover a money judgment for unpaid assessments and charges or foreclose the lien against any unit for which assessments or charges are not paid, in which event the Board of Directors on behalf of the Association may bid on such unit at foreclosure sale and acquire, hold, lease, mortgage and convey the unit.
- (9) Secure and maintain adequate policies of insurance as required by the Declaration.
- (10) Cause such officers, directors or employees of the Association having a financial responsibility to be bonded at the expense of the Association as it may deem appropriate.
- (11) Contract for or otherwise provide for such services as may be necessary to manage, control and maintain the common elements in good, safe, clean, attractive and sanitary condition, order and repair.
- (12) Levy special assessments as authorized by the Declaration, provided that:
 - (a) a written report setting forth the reasons for and the estimated amount of the funds required, the proposed assessment against each unit, and the date or dates of payment is provided to the unit owners with the notice of the special Association meeting at which such special assessment will be considered; and
 - (b) such special assessment is approved by the affirmative vote of unit owners representing a majority of the votes.
- (13) Designate by resolution, from time to time, one or more banks to act as depository for the funds of the Association.
- (14) Establish procedures for the approval of all disbursements from the Association's funds and for the regular audit of the books and records of the Association.

- (15) Suspend for not more than 60 days, after notice and hearing before the Board, the voting rights of any unit owner, tenant or occupant who is in default in the payment of any assessment levied by the Association or who is charged with a substantial infraction of the Rules and Regulations.

Section 6.03 - Acquiring and Conveying Property. The Board of Directors may acquire and retain property in the name of the Association for and on behalf of all unit owners and may grant a mortgage on such property. In such event, assessments shall be made against all unit owners as part of the common expenses in order to provide the required purchase or mortgage payments. Decisions respecting the acquisition or conveyance of Association property shall require the approval of sixty-seven percent (67%) of the unit owners.

Section 6.04 - Borrowing Money. The Board of Directors shall not borrow money on behalf of the Association unless authorized to do so by at least sixty-seven percent (67%) of the unit owners. Funds required for the repayment of borrowed money shall be part of the common expenses of the Association.

ARTICLE VII **OFFICERS AND THEIR DUTIES**

Section 7.01 - Enumeration of Officers. The Officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 7.02 - Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Association.

Section 7.03 - Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he/she shall sooner resign, be removed or otherwise be disqualified to serve.

Section 7.04 - Special Appointments. The Board of Directors may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 7.05 - Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.06 - Vacancies. A vacancy in any office shall be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7.07 - Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of the other offices except in the case of special offices created pursuant to Section 7.04 hereof

Section 7.08 - Duties. The duties of the officers are as follows:

- (1) **President.** The President shall preside at all meetings of the Board of Directors and Association; shall see that the orders, resolutions, Rules and Regulations of the Board are carried out; shall sign all leases, mortgages, deeds and other instruments of conveyance and shall co-sign all checks and promissory notes.
- (2) **Vice-President.** The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.
- (3) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Association; serve notice of meetings of the Board and of the Association; keep the Association roster of unit owners and addresses; sign, verify and file all statements of condominium liens; certify statements of unpaid condominium assessments for delivery to unit grantees; co-sign all leases, mortgages, deeds and other instruments of conveyance; and perform such other duties as required by the Board.
- (4) **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Association at its annual meeting and deliver a copy of each to the unit owners.

ARTICLE VIII **COMMITTEES**

Section 8.01 - General Committees. The Board of Directors shall appoint such committees for such purposes and terms as it deems appropriate to discharge the duties and responsibilities of the Association and the Board of Directors and to provide for the proper operation of the Association.

Section 8.02 - Nominating. The Board of Directors shall appoint a Nominating Committee having the number of members and the responsibilities as specified in Section 4.05 of these By-Laws.

ARTICLE IX **COMMON EXPENSES**

Section 9.01 - Illustrative List. The common expenses set forth in Section 9.02 are intended only to guide unit owners, directors and officers in understanding the nature and purpose of common expenses. The common expenses actually incurred by the Association may include items not listed in Section 9.02 or conversely, may not include items which are listed. The Board of Directors shall have full authority to determine and authorize appropriate common expenses.

Section 9.02 - Typical Expenses. Common expenses may include, but are not limited to, the cost of:

- (1) maintaining the grounds which are part of the common elements, including cutting of grass, care of shrubs and trees.
- (2) snow removal from all of the sidewalks and parking areas and private drives of the condominium.
- (3) providing garbage, rubbish and trash collection, except to the extent that the City of West Bend provides such services.
- (4) providing water, sewer, electrical, gas and other utility services for the project, except to the extent that any part of the same are separately metered or billed to individuals.
- (5) property and liability insurance on the condominium and the cost of such other insurance as the Association may obtain, to the extent that the same is not required to be separately billed to individuals.
- (6) the services of the management and maintenance personnel or independent contractors as the Association shall consider necessary for the operation of the condominium.
- (7) providing such legal and accounting services as may be considered necessary to the operation of the condominium.
- (8) acquiring, painting, maintaining, replacing, repairing, operating and landscaping the common elements and such furnishings and equipment for the common elements as the Board of Directors shall determine are necessary and proper.
- (9) any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like which the Association is required to secure or

pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation and use of the common elements.

- (10) any amount necessary to discharge any lien or encumbrance levied against the condominiums, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the common elements rather than the interest of the owner of any individual unit.

ARTICLE X
AMENDMENTS

Section 10.01 - Presentment. Amendments to these By-Laws may be initiated and presented by the Board of Directors or any unit owner. Amendments must be submitted in writing to all unit owners at least ten (10) days prior to the annual or specified Association meeting at which they will be considered.

Section 10.02 - Vote Required. These By-Laws may be amended by the affirmative vote of unit owners having sixty-seven percent (67%) or more of the votes.

Dated this 27th day of July, 2006.

SOUTHEAST SUNRISE CONDOMINIUM OWNERS
ASSOCIATION, INC.

By _____

Steven G. Peters, President

SOUTHEAST SUNRISE CONDOMINIUM
OWNERS ASSOCIATION
West Bend, Wisconsin

PROPOSED ANNUAL BUDGET

Monthly Assessment per Unit - \$100.00 per month
x 12 months = \$ 1,200.00 per year x 20 units \$ 24,000.00

Expenses:	Annual
Lawn Care	2,000.00
Snow Removal	1,500.00
Garbage	3,500.00
Electric/Water	1,920.00
Insurance	4,360.00
Management (\$10.00 per month per unit)	2,400.00
Legal fees	2,000.00
Reserve for Capital Repairs & Improvements (\$20.00 per month per unit)	4,800.00
Contingency	<u>1,520.00</u>
Total	\$24,000.00

RULES AND REGULATIONS

1. **OUTSIDE PARKING.** Unit owners may not park more motor vehicles on the condominium common area than the number of garage spaces they have in the enclosed garage.
2. **GARBAGE AND REFUSE.** All garbage and refuse is to be placed in the container provided by the owner. Unit owners and occupants are responsible to remove from the property any material which is not picked up.
3. **LAUNDRY.** Owners and occupants are not permitted to place laundry poles or lines of any type, whether temporary or permanent, outside of the exterior walls of the building. In addition, porches and decks shall not be used for drying laundry.
4. **OUTDOOR ACTIVITIES.** The use of outdoor common areas for grilling, picnic and recreation purposes is permitted, provided that all grills, picnic equipment, lawn furniture and recreation equipment are stored within the unit occupant's garage when not being actively used. No grills, picnic equipment, lawn furniture or recreation equipment may be left out of doors overnight except on unit decks unless specific areas for such purpose have been set aside by the Association.
5. **FLAMMABLES.** Storage of flammables (gas, propane, etc.) in separate containers (other than vehicle gas tanks) is not recommended inside a unit or its garage.
6. **"FOR SALE" SIGNS.** Signs offering a unit for sale shall be limited to one window sign not larger than 24" x 30".
7. **MOPEDS AND MOTORCYCLES.** The owners or occupants of a unit shall not keep more than two mopeds or motorcycles on the condominium property and shall keep them in their garages when not in use.
8. **OWNER RESPONSIBILITY.** Unit owners are responsible for making certain that all unit occupants, guests and employees are aware of these rules and regulations and that they comply with them.
9. **PEACE AND ORDER.** All unit occupants and their guests shall conduct themselves, particularly when in common areas, in a manner which is respectful of the peaceful and quiet enjoyment of the condominium by the other occupants. All occupants and their guests shall also comply with all applicable laws and ordinances.

10. **ENFORCEMENT**. When Association has reason to believe there is noncompliance with rules and regulations within a unit, Association is permitted to enter that unit at reasonable hours of day when that unit occupant is present to verify compliance.
11. **PETS**. No pets are allowed.

\\Server\Apps\acc\p\claw32\data\p\clawdocs\Active\PetersSteven-1579\New 20-Unit Condomin-p526-0\Southeast Sunrise Condominium
Bylaws 6 20 06.doc

ARTICLES OF INCORPORATION
OF

SOUTHEAST SUNRISE 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 Southeast Sunrise 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 unit 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 of 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 the Southeast Sunrise Condominiums shall be a member of the corporation. Only owners of units in the Southeast Sunrise Condominiums 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 By-laws.

ARTICLE 7. REGISTERED AGENT. The name of the initial registered agent of the corporation is Steven G. Peters.

ARTICLE 8. ADDRESS. The initial registered address of the corporation is 9011 Thoroughfare Road, Minoqua, WI 54548.

ARTICLE 9. LOCATION OF PRINCIPAL OFFICE. The mailing address of the principal office of the corporation is 9173 Paradise Road, Kewaskum, WI 53040.

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:

Steven Peters, 9011 Thoroughfare Road, Minoqua, WI 54548
Lindsay Peters, 9011 Thoroughfare Road, Minoqua, WI 54548
Glenn Peters, 7195 Susan Drive, West Bend, WI 53090

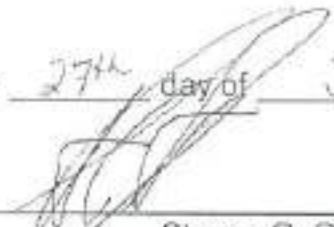
ARTICLE 12. RECORDS. The corporation shall keep records that show and reflect each member's rights and interests in any funds which the corporation retains.

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 Steven G. Peters, 9011 Thoroughfare Road, Minoqua, WI 54548.

EXECUTED in duplicate this 27th day of July, 2006.



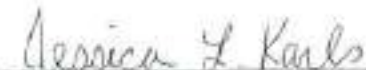
Steven G. Peters

STATE OF WISCONSIN

SS

WASHINGTON COUNTY

Personally came before me this 27th day of July, 2006, the above named Steven G. Peters, to me known to be the person who executed the foregoing instrument and acknowledged the same.




Jessica L. Karls
Notary Public, Washington County, WI
My Commission is permanent.

THIS INSTRUMENT WAS DRAFTED BY:
Attorney Karen M. Christianson
State Bar # 1012594
O'MEARA LAW FIRM LLP
622 Elm Street
P.O. Box 348
(414) 334-2331
Fax (414) 334-8042
E-Mail: omeara@omearalawfirm.com

MAIL RETURNED COPY TO:
Attorney Karen M. Christianson
O'Meara Law Firm LLP
622 Elm Street
P.O. Box 348
West Bend, WI 53095 Bend, WI 53095

EXECUTIVE SUMMARY

Page 1 of 3

This Executive Summary highlights some of the information that prospective condominium buyers are most interested in learning, as well as some of the information that they should consider when contemplating the purchase of a condominium unit. The following sections either briefly summarize pertinent information by answering the questions asked, direct prospective buyers to specific sections of the condominium disclosure materials that discuss each topic in detail (at the  icon), or may be completed to both summarize the information and refer to the condominium documents. *This summary, however, is not intended to replace the buyer's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents.*

Condominium Name: SOUTHEAST SUNRISE CONDOMINIUM

How is the condominium association managed?

- What is the name of the condominium association? Southeast Sunrise Condominium Owners Association Inc.
- What is the association's mailing address? 9173 Paradise Road, Kewaskum, WI 53040
- How is the association managed? By the unit owners (self-managed) By a management agent or company By the declarant (developer) or the declarant's management company
- Whom should I contact for more information about the condominium association? STEVEN G. PETERS
(management agent/company or other available contact person)
- What is the address, phone number, fax number, web site & e-mail address for association management or the contact person? 9011 Thoroughfare Road, Minoqua, WI 54548 (715) 358-3274

 For specific information about the management of this association, see By-Laws; Declaration

What are the parking arrangements at this condominium?

- Number of parking spaces assigned to each unit: 1 or 2 How many Outside? 0 How many Inside? 1 or 2
 Common element Limited common element Included as part of the unit Separate non-voting units Depends on individual transaction [check all that apply]
- Do I have to pay any extra parking fees (include separate maintenance charges, if any)? No Yes, in the amount of \$ _____ per _____ Other (specify): _____
- Are parking assignments reserved or designated on the plat or in the condominium documents?
 No Yes - Where? Page 2 of Plat Are parking spaces assigned to a unit by deed? No Yes Can parking spaces be transferred between unit owners? No Yes
- What parking is available for visitors? 1 or 2 spaces per unit
- What are the parking restrictions at this condominium? No street parking

 For specific information about parking at this condominium, see Page 2 of Plat; Declaration; By-Laws

May I have pets at this condominium?

- No Yes - What kinds of pets are allowed? _____
- What are some of the major restrictions and limitations on pets? _____

 For specific information about the condominium pet rules, see By-Laws; Declaration

May I rent my condominium unit?

- No Yes - What are the major limitations and restrictions on unit rentals? Lease must require tenants to abide by the Declaration, the Articles, the By-Laws, and all Rules and Regulations of the Association; copy of Lease must be provided to the Association

For specific information about renting units at this condominium, see Declaration

Does this condominium have any special amenities and features?

- No Yes - What are the major 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? No Yes - What is the cost? \$ _____

For specific information about special amenities, see _____

What are my maintenance and repair responsibilities for my unit?

- A Unit Owner must maintain and repair The unit and its fixtures

For specific information about unit maintenance and repairs, see Declaration

Who is responsible for maintaining, repairing and replacing the common elements and limited common elements?

- Common element maintenance, repair and replacement is performed as follows: Association is responsible

- How are repairs and replacements of the common elements funded? Unit owner assessments Reserve funds Both Other (specify): _____

- Limited common element maintenance, repairs and replacement is performed as follows: Association is responsible

- How are repairs and replacements of the limited common elements funded? Unit owner assessments Reserve funds Both Other (specify): _____

For specific information about common elements maintenance, repairs and replacements, see Declaration

Does the condominium association maintain reserve funds for the repair and replacement of the common elements? Yes No **Is there a Statutory Reserve Account (*see note on page 3*)?** Yes No

For specific information about this condominium's reserve funds for repairs and replacements, see By-Laws; Declaration

How are condominium fees paid for on the developer's new units that have not yet been sold to a purchaser?

- Is the developer's obligation to pay fees for unsold units different than the obligation of new unit purchasers to pay fees on their units? Not applicable (no developer-owned units) No Yes - In what way? Developer pays no fees until an occupancy permit is issued and a unit is occupied except for insurance and \$10 per month

- Are there any special provisions for the payment of assessment fees that apply only during the developer control period? No Yes - Describe these provisions: Developer pays no assessment fees for unoccupied units owned by Developer.

For specific information about condominium fees during the developer control period, see Declaration

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

- No Yes - How many additional units may be added through expansion? _____ units
- When does the expansion period end? _____
- Who will manage the condominium during the expansion period? _____

For specific information about condominium expansion plans, see _____

May I alter my unit or enclose any limited common elements?

- Describe the rules, restrictions and procedures for altering a unit: floor plan and fixtures of unit may be modified in compliance with Section 6.03 of the Declaration
- Describe the rules, restrictions and procedures for enclosing limited common elements: requires written consent of the Association

For specific information about unit alterations and limited common element enclosures, see Declaration

Can any of the condominium materials be amended in a way that might affect my rights and responsibilities?

- Yes, 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 your legal rights and responsibilities with regard to your condominium unit.

For specific information about condominium document amendment procedures and requirements, see _____
Declaration; By-Laws

Other restrictions or features (optional): _____

This Executive Summary was prepared on July 27, 2006 (insert date)
by Attorney Karen M. Christianson, O'Meara Law Firm, LLP (state name and title or position).

*Note: A "Statutory Reserve Account" is a specific type of reserve 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 less than 13 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 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. Existing condominiums must establish a statutory reserve account by May 1, 2006 unless the association elects to not establish the account by the written consent of a majority of the unit votes. Condominiums may also have other reserve fund accounts used for the repair and replacement of the common elements that operate apart from §703.165.


UNANIMOUS WRITTEN CONSENT RESOLUTION
SOUTHEAST SUNRISE CONDOMINIUM OWNERS ASSOCIATION

This is a unanimous written consent resolution adopted at a meeting of the Southeast Sunrise Condominium Owners Association held on the 28th day of November, 2006.

Notice of the Meeting is waived by all members of the Association.

The Association and its Board of Directors hereby adopt Rules Amendment No. 1 entitled "Pets" as attached hereto by a unanimous vote.

Adopted this 28th day of November, 2006.



Steven G. Peters, President
Board of Directors and
owner of all units

RULES AMENDMENT No. 1

The Rules of Southeast Sunrise Condominium Owners Association are amended as follows:

11. **PETS.** No pets, animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit, or in or on the common areas except as provided below;
 - A. Two cats are allowed. No outside cats are permitted.
 - B. Cats must be registered by the owner with the Association. A registration shall be accompanied by a color photograph. Pets may be outside a unit only if on a leash or accompanied by the owner and under the owner's control.
 - C. Pet waste matter shall be promptly removed and disposed of in a sanitary fashion by pet owners.
 - D. No pet may be left unattended outdoors.
 - E. The Board of Directors may order the temporary or permanent removal of any pet creating a nuisance or not kept in compliance with these rules and regulations.

Adopted this 28th day of November, 2006.




Steven G. Peters
President Board of Directors
and owner of all units

RULES AMENDMENT No. 2

The Rules of Southeast Sunrise Condominium Owners Association are amended as follows:

11. **PETS.** No pets, animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit, or in or on the common areas except as provided below;
- A. Two cats and one dog are allowed. No outside cats are permitted.
- B. Pets must be registered by the owner with the Association. A registration shall be accompanied by a color photograph. Pets may be outside a unit only if on a leash or accompanied by the owner and under the owner's control.
- C. Pet waste matter shall be promptly removed and disposed of in a sanitary fashion by pet owners.
- D. No pet may be left unattended outdoors.
- E. The Board of Directors may order the temporary or permanent removal of any pet creating a nuisance or not kept in compliance with these rules and regulations.

Adopted this 4th day of November, 2008.



Steven G. Peters
President Board of Directors