EXECUTIVE SUMMARY

Condominium Name: Somers Estates Condominium Owners Association

This Executive Summary was prepared or revised on December 28, 2023 (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 Somers Estates Condominium Owners Association
- Association address 600 52nd Street, Suite 310 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 Elyon Property Management
- Address, phone number, and other contact information for the contact person
  600 52nd Street, Suite 310 Kenosha WI 53140
  Office number: (262) 612-3565

📖 For condominium document references regarding association governance and a condominium contact person, see Elyon Property Management

2. Parking

- Number of parking spaces assigned to each Unit: 2 Number Outside 0 Inside Garage, 2
  - ☐ 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? per the Declaration, Section V
- 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 Driveway and street parking
- Describe any other parking restrictions See Rules & Regulations, 6/13/2011, page 3

📖 For condominium document references to parking, see Bylaws Article V, Operation of Property, Section 12, use of Property. Rules & Regulations

3. Pets

- Are pets allowed? ☐ No ☒ Yes -- describe the kinds of pets allowed: Dogs & cats

- Pet rules and restrictions: Per Rules & Regs, Section: Animals. All Pets must be kept on leashes when outdooors. Not permitted: Akita, pit bull, Chow, Presa Canario, Rottweiler, Shar-Pei, Wolf-hybrid.

📖 For condominium document references regarding pet rules, see Rules & Regulations: Animals Bylaws, Article V, Section 8(f)

4. Unit Rentals

- May Unit Owners rent out their condominium units? ☐ No ☒ Yes -- describe the limitations and restrictions on unit rentals: Rentals permitted, with written lease that includes provisions for abiding with association governing documents pertaining to rules and regs. Limit of 20% of units may be rented per Bylaws, Article VII, Section 5.

📖 For condominium document references regarding unit rentals, see Bylaws Article VII, Section 5 and Declarations, Sect VIII.

5. Special Condominium Amenities or Features

N/A

(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? ☒ No ☐ Yes -- cost:

📖 For condominium document references regarding special amenities, see

6. Unit Maintenance and Repair Responsibilities

- A Unit Owner's responsibilities for unit maintenance and repair include: Maintain unit and repair at Member's cost, including interior, fixtures in unit, plumbing, window replacement, and decks

📖 For condominium document references regarding unit maintenance and repair responsibilities, see Bylaws, Article V, Section 9, Maintenance & Repair

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

- Person(s) responsible for common element maintenance, repair and replacement: Association, through the Board of Directors, and charged to all unit owners as a common expense.
- Repair and replacement of the common elements is paid for by:
  - ☐ Unit Owner assessments
  - ☐ Reserve funds
  - ☒ 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
  - ☒ Both
  - ☐ Other (*specify*):

📖 For condominium document references regarding common element and limited common element maintenance, repair and replacement, see Bylaws, Article V, Section 11

8. Reserve Funds

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

Total condominium reserve funds balance is $ Approximately $450,000 as of 12/31/2023

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, Section 1

*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 [ ] No [X] Yes
- Describe the rules, restrictions and procedures for altering a unit: An owner may make additions, improvements, or alterations within the unit that do not impair structural ingegrity
- Describe the rules, restrictions and procedures for enclosing limited common elements: Owners are not permitted to make any changes or affix anything to the exterior of the building

For condominium document references to unit alterations and limited common element enclosures, see Bylaws Article V, Sections 13 &14: Structural Additions or Improvements by Owners

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 [X] No [ ] Yes

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

13. Transfer Fee

- The condominium association charges a fee in connection with the transfer of ownership of a unit: [ ] No
  [X] Yes -- amount charged: $ Four times the monthly assessment as assessed at closing date.

For condominium document references to fees charged in connection with a unit ownership transfer, see Bylaws, Article VII, Section 1

14. Payoff Statement Fee

- Condominium association charges a fee for providing a payoff statement regarding unpaid unit assessments and charges: [X] No [ ] Yes -- amount charged: $_____

For condominium document references to fees charged for payoff statements under Wis. Stat. § 703.335, see per Wis State Statute, if requested, a payoff statement, for a fee of $25, for each 2-month period that a statement is requested

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 [X] Yes-- amount charged: $ up to $50

For condominium document references regarding fees charged for providing the condominium disclosure materials, see Wis State Statute 703.20

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 contact manager of the Association, Elyon Property Management

This Executive Summary was prepared on the date stated on page one by Andrew Elovic, Elyon Property Management, R.E. Broker (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.