BYLAWS OF
SUN POINTE VILLAGE CONDONIINIUM ASSOCIATION, INC.

ARTICLE 1
NAME AND ADDRESS

1.01, Name; Purpose. The name of the corporation, as per the Articles of Incorporation, shall be Sun Pointe Village Condominium Association, Inc. (the "Association"). The Association is incorporated as a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes.

1.02. Address. The principal offce of the Association shall be located at 600 52nd Street, Suite 310, Kenosha, Wisconsin, 53140. This address shall also be the mailing address of the Association.

1.03. Binding Effect. These Bylaws (the "Bylaws") shall be binding upon the Unit Owners, their heirs, successors, and assigns and shall govern the use, occupancy, operation, and administration of the Condominium,

1.04. Capitalized Terms. Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of Condominium for Sun Pointe Village, a condominium, executed by Sun Pointe Village Ventures, LLC (the "Declarant") and recorded in the omce of the Kenosha County Register of Deeds (the "Declaration").

ARTICLE 11

MEMBERSHIP

2.01. Membership. The membership of the Association shall at all consist exclusively of all of the Unit Owners of the Condominium. Land contract vendees and not land contract vendors shall be members of the Association. Persons who hold an interest in a Unit merely as security for the performance of an obligation (including Mortgagees) are not members of the Association.

2.02. Commencement and Termination. Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. If a Unit Owner's ownership interest passes to its personal representative or to a trustee upon the Unit Owner's death, such personal representative or trustee shall be a member of the Association.

2.03. Withdrawal or Expulsion. No Unit Owner may voluntarily withdraw or be expelled from membership in the Association.

2.04. Membership Certificates. Membership certificates shall not be issued.

2.05. Membership List. The Association shall maintain a current membership list listing all Unit Owners of each Unit, the current mailing address for each Unit Owner to which notice of meetings of the

Association shall be sent, all Mortgagees of the Unit, if any, and, in the case of multiple owners of a Unit, the Unit Owner, if any, designated to cast any or all of the votes pertaining to such Unit in accordance with the Declaration. Each Unit Owner shall promptly provide written notice to the Association ofany transfer of its Unit as provided in Section 2.06 and of any change in such Unit Owner's name or current mailing address. No Unit Owner may vote at meetings of the Association until the name and current mailing address of such Unit Owner has been provided to and received by the Secretary of the Association. Any Unit Owner that mortgages its Unit or any interest therein or enters into a land contract with respect to its Unit shall notify the Secretary of the name and mailing address of its Mortgagee and shall also noti$ r the Secretary when such mortgage has been released or such land confract has been fulfilled, and the Secretary shall make appropriate changes to the membership list effective as of the date the mortgage or land contract is released or fulfilled.

2.06. Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be fransferred automatically upon conveyance with the transfer of a Unit. As soon as possible following the transfer of a Unit, the new Unit Owners shall give written notice to the Secretary of the Association of such transfer identifying the Unit and setting forth the names and mailing addresses of the new Unit Owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Unit owned by multiple Unit Owners, the name of the person desiglated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.05 effective as of the date of transfer.

2.07. Effect of Condominium Lien. No Unit Owner may be a director or vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

2.08. Quorum. Except as otherwise noted in these Bylaws, Unit Owners holding one-third (33 1/3 ^{0}/0) of the total votes of the Association as set fohh in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Unit Owners for the fransaction of business.

2.09. Vote Required to Transact Business. The vote of a majority of Unit Owners at a meeting whereby a quorum is established, shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required by law, by the Declaration, or by these Bylaws.

2.10. Proxies. All proxy forms shall be in writing, signed by the Unit Owner giving such proxy form, and filed with the Secretary of the Association, or the Agent of the Association, before or at the time of the meeting. No proxy form shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Unit.

2.11. Voting Designations of Multiple Unit Owners. If there are multiple Unit Owners of any single Unit, then each vote appurtenant to such Unit may be cast proportionately among the multiple Unit Owners in accordance with their respective percentages of ownership of the Unit, unless (a) the multiple Unit Owners have designated a single Unit Owner to exercise any or all of the votes appertaining to their Unit and have filed written notice of such designation signed by all such multiple Unit Owners with the Secretary of the Association, in which case such votes cast by a Unit Owner so designated shall be deemed to be the unanimous act of the multiple Unit Owners, or (b) only one of multiple Unit Owners of a Unit is present in person or by proxy at a meeting of the Association, in which event the Unit Owner present (whether or not such Unit Owner or any other Unit Owner has been designated to cast votes pursuant to

item (a) ofthis Section 2.11) is entitled to cast all votes allocated to the Unit and the same shall be deemed to be the unanimous act of the multiple Unit Owners..

ARTICLE 111

IWETING OF MEMBERS

3.01. Place. All meetings of the Unit Owners shall be held at a place in Kenosha County, Wisconsin, that shall be stated in the notice of the meeting.

3.02. Annual Meetings. The first annual meeting of the Unit Owners shall be held on the second Monday of the first December after the Declarant has ceased to control the Association as provided in Section 7.02 of the Declaration. Thereafter, regular annual meetings of the Unit Owners shall be held on a date in December as determined by the Board.

3.03. Special Meetings. Special meetings of the Unit Owners may be called at any time by the President of the Association but shall only be called upon the written request of Unit Owners holding at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

3.04. Notice of Meetings. No annual or special meeting of the Unit Owners may be held except upon at least ten (10) days (but not more than 40 days) written notice delivered or mailed to each Unit Owner at the address shown on the Association's current membership list. Such notice shall specify the place, day, and hour of the meetings and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Unit Owner that signs a waiver ofnotice of such meeting.

3.05. Adjourned Meetings. If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting originally called.

3.06. Duties of Officers at Meetings. The President of the Association shall preside at all meetings of the Unit Owners, and in his or her absence, the Vice President shall preside. The Secretary shall take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the Secretary.

3.07. Action Without a Meeting by Written Consent Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Unit Owners that would have been entitled to vote upon the action at such meeting and that hold a number of votes equal to or greater than fifty-one percent (51 %) of the total number of votes in the Association.

3.08. Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the

Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if the Association delivers a written ballot to every Unit Owner entitled to vote on the matter. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter and the time by which the ballot must be received by the Secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required and the number of approvals equals or exceeds the number of votes that would be required to approve the matter. Once received by the Secretary of the Association, a written ballot may not be revoked.

ARTICLE IV

BOARD OF DIRECTORS

4.01. Number of Directors. The affairs of the Association shall be managed by a Board of Directors ("Board"). The Board shall be composed of three persons who shall be Unit Owners. Only one person per Unit is permitted to be a Director.

4.02, Term of Office and Qualification. Directors elected to the Board of Directors shall serve for a three year term. Directors may serve consecutive terms if re-elected. The members of the Board of Directors, being in good standing per Section 2.07 and Section 4.01, shall hold office until their respective successor shall have been elected by the Unit Owners. Each Director shall take office whereupon elected at the annual meeting, and the three-year term shall end when a Director is elected at the annual meeting that is held three years' later after commencement of the Directors' term.

4.03. Election of Directors. Approximately one (l) month (three to four weeks) prior to each annual meeting of the Unit Owners, the Secretary of the Association, or the Agent or Manager of the Association, shall mail or deliver to all Unit Owners a notice soliciting the members to submit nominations for election of Directors to the Board of Directors, and setting a deadline for submittal of the nomination of such persons. All nominations shall be mailed or delivered to the Secretary, or to the Agent or Manager of the Association. Unit Owners must obtain the prior written consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote upon the election of any Director may nominate a person to serve as a Director. At the annual meeting, an election shall be held for the number of Director openings on the Board of Directors that need to be filled.

4.040 Vacancy and Replacement. Vacancies on the Board of Directors caused for any reason, shall be filled by a vote of a majority of the remaining members of the Board of Directors at a special meeting ofthe Board ofDirectors held for that purpose promptly after the occurrence ofthe vacancy* The Board of Directors is not obligated to solicit all Unit Owners to fill a vacancy on the Board. The person who is elected to the Board of Directors to fill a vacancy shall be a member of the Board of Directors for the remainder of the term of the vacancy.

4.05, Removal. Any Director may be removed from the Board of Directors, with or without

cause, by a majority vote of the members of the Board of Directors.

4.06. Compensation. No Director shall receive any compensation for his or her services as a Director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of Directors' duties.

ARTICLE V

MEETING OF THE BOARD OF DIRECTORS

5.01. Regular Meetings. Regular meetings of the Board of Directors may be held at the time and place as determined from time to time, by a majority of the members of the Board of Directors.

5.02. Special Meetings. Special meetings of the Board of Directors may be called at any time by the President and shall be called by the President or Secretary at the request of any Director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

5.03. Notice of Special Meetings. No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered or mailed by the Secretary to each member of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors and the purpose ofthe meeüng. Attendance by any Director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

5.04. Quorum. A majority ofthe Board shall constitute a quorum for the transaction ofbusiness. Except as otherwise expressly provided in the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws, every act of a majority of Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the Directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business which might have been transacted at the meeting originally called.

5.05. Action Without a Meeting by Written Consent. Any action required or permitted by the Articles or these Bylaws to be taken by the Board ofDirectors may be taken without a meeting if a written consent, setting forth the action so taken, is by two-thirds (2/3) of the Directors then in office.

ARTICLE VI

POWERS AND DUTIES OF BOARD OF DIRECTORS

6.01. Powers and Duties. All ofthe powers and duties of the Association under the Declaration, the Articles, these Bylaws, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law shall be exercised by the Board of Directors except those powers and duties specifically given to or required of any committees of the Association or the Unit Owners. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

(a) Adopt budgets for revenues, expenditures, and reserves;

(b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses;

(c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association;

(d) Grant easements, licenses, and rights-of-way through or over the Common Elements;

(e) Hire and supervise any property Manager or Agent, security Manager or Agent, other Manager or Agent, employee, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate;

(f) Sue on behalf of all Unit Owners;

(g) Make contracts and incur liabilities;

(h) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium;

. Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium;

(j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Elements and any property owned or leased by the Association;

(k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of the Condominium and the personal conduct of any person upon or with regard to Condominium property, including penalties for infractions of the Rules and Regulations of the Association. Such rules and regulations may also be adopted, amended, and repealed by the Board of Directors.

(l) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit Owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable;

(m) Keep all of the books and records and prepare accurate reports of all transactions of the Association;

(n) Appoint committees to carry out any tasks which the Board of Directors deems necessary or appropriate;

(0) Designate depositories and establish accounts for the funds of the Association and determine which Offcers or Agents shall be authorized to withdraw and transfer funds deposited in such accounts;

(p) Maintain such reserve funds for the operation, maintenance, repair, and replacement of Common Elements, Limited Common Elements, and any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law; and

(q) Delegate any or part of the powers and duties of the Board of Directors or Association Offcers to committees of the Association or to a Manager or Managing Agent.

6.02. Manager. The Board of Directors may hire a Manager (Manager) or Managing Agent (Agent) at a compensation rate established by the Board to perform such duties and services as the Board of Directors shall authorize, including, without limitation, the duties enumerated in Sections 6.01 and 7.07.

ARTICLE Vu

OFFICERS AND THEIR DUTIES

7.01. Officers. The principal Officers of the Association shall be the President, Vice President, Secretary, and Treasurer, all of whom shall be elected by the Board of Directors. All Officers shall be Unit Owners. Any two or more offices may be held by the same person except the offices of President and Secretary and President and Vice President.

7.02. Election of Officers. The election of Officers shall take place at the first meeting of the newly constituted Board of Directors after an election at the annual meeting.

7.03. Term. Each Officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

7.04. Special Appointments. The Board ofDirectors may elect such other Officers as the affairs of the Association may require, each of whom shall hold omce for a period specified by the Board of Directors which shall not exceed three (3) years, have such authority and perform such duties as the Board of Directors may from time to time determine.

7.05. Resignation and Removal. Any Offcer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any Officer may at any time resigl by giving notice to the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice by the President or the Secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

7.06. Vacancies. A vacancy in any omce may be filled by appointment by the Board of Directors. The Offcer appointed to fill such vacancy shall serve for the remainder of the term of the Offcer replaced.

7.07. Duties. Unless otherwise indicated by the Board of Directors or delegated to a Manager or Managing Agent pursuant to Article VI (6.02), the duties of the Offcers are as follows:

(a) President. The President shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other Offcers of the Association; and perform such other duties incident to the offce of President as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors,

(b) Vice President. The Vice President shall act in the place 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.

(c) Secretary. The Secretary shall record the votes and keep the minutes ofall meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the Board of Directors and of the Unit Owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.05; and perform such other duties incident to the office of Secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the President or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors.

7.08. Compensation. No Officer shall receive any compensation for his or her services as an Officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of Officers' duties.

7.09. Fidelity Bonds. The Board of Directors may require that any Offcers, Agents, or employees ofthe Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

ARTICLE vm

BOOKS AND RECORDS

8.01. Inspection. The books, records, minutes, papers, and membership list of the Association shall at all times, during reasonable business hours, be subject to inspection by any Unit Owner. The Declaration, the Articles, and the Bylaws shall be available for inspection by any Unit Owner, Mortgagee, or prospective purchaser of a Unit at the principal offce of the Association, where copies may be purchased at reasonable cost.

8.02. Audits. The accounts and records of the Association shall be audited periodically as deemed appropriate, by an audit firm selected by the Board of Directors. The firm shall retain such professional

auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

ARTICLE IX

BUDGET, ASSESSMENT, AND ANNUAL REPORT

9.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

9.02. Budget. The Board of Directors shall, at least annually, prepare budgets for the property, determine the amount of the common expenses for the forthcoming year and allocate and assess the common expenses against the Unit Owners as described in the Declaration. The budget shall be effective for the period beginning January 1 through December 31 of the succeeding year. For any year in which the Association is maintaining a Statutory Reserve account for the condominium under section 703.163 of the Wisconsin Statutes, the Board shall include within the budget the amount of reserve fimds to be collected for the ensuing year after considering:

1. The reserve funds then in the reserve account;

2. The estimated cost of repairing or replacing Common Elements, other than routine maintenance;

3. The estimated remaining useful life of the Common Elements; and

4. The approximate proportion of the estimated cost of repairing or replacing Common Elements that will be covered by the reserve account and the approximate proportion that will be frnded by other means.

9.03. Levying and Payment of General Assessments. Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners in proportion to the percentage interest in the Common Elements appurtenant to each Unit as determined under Section 5.01 of the Declaration, On or before the last day of December of each year, the Secretary shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments which shall be due monthly in advance on the first day of each month. Such installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

9.04. Special Assessments. Special Assessments may from time to time be levied against Unit Owners by the Board of Directors for any ofthe purposes enumerated in the Declaration and shall be due and payable in the manner and upon the date or dates designated by the Board of Directors.

9.05. Association Remedies upon Nonpayment ofAssessments. Any General Assessment or Special Assessment not paid within ten (10) days of the date on which it is due shall bear interest from the day following such due date at the rate ofeighteen percent (18%) per year or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessments not paid when due by filing statements of condominium lien against the Units on which they are assessed, by enforcing and foreclosing such liens, or by bringing an action for money damages against the Unit Owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments may be maintainable without foreclosing or waiving any lien securing the same. No Unit Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of its Unit.

9.06. Annual Report. Each January, the Board of Directors shall, by formal action, approve a full and clear annual report by the Association for the previous fiscal year, including a report of the Common Expenses, surpluses, and assessments collected during the year. Copies of the annual report for the previous year shall be mailed or delivered to each Unit Owner at the address in the Association's membership list prior to the third Thursday in February.

9.07. Statutory Reserve Account. All fitnds collected to fund a statutory reserve account as described in section 9.02 above, shall be held in a separate, segregated account maintained in the name of the Association. Funds may be withdrawn from said account only for the purpose of repairing or replacing common elements, other than routine maintenance, or for the payment of federal income tax resulting from interest earned on the investment of such funds, or for such other purposes as may be allowed under section 703.163 of the Wisconsin Statutes. Funds held in the statutory reserve account may be invested only in those investments allowed by law.

ARTICLE X

USE OF UNITS

Each Unit shall be used only for purposes permitted under the Declaration, the Articles of Incorporation, these Bylaws, and any rules and regulations of the Association.

ARTICLE Xl

ENFORCEMENT OF CONDONUNIUM DOCUMENTS

It shall be the responsibility of each Unit Owner to see that the occupants and tenants of the Unit owned by such Unit Owner, and the employees, Agents, representatives, invitees, and guests of such Unit Owner, occupants, and tenants, abide by the provisions of the Declaration, Bylaws, Condominium Ownership Act, Rules and Regulations of the Association, and any decisions made by the Association, the Board of Directors or any committees of the Association that are authorized by any of the foregoing. Unit Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Unit Owner within thirty (30) days concerning the action taken, In the event of a violation of any provision ofthe Declaration the Bylaws, the Condominium Ownership Act, any rule or regulation of the Association, or any authorized decision of the Association, the Board of Directors or any committee ofthe Association, the Board of Directors shall notify the alleged offender. Ifthe violation is not

corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action against the offending Unit Owner or the Unit Owners of the Unit in which such offender is a tenant, occupant, employee, Agent, representative, invitee, or guest, to con-ect the violation. In any such action brought against any Unit Owner in which the Association is the prevailing party, the Unit Owner defendant in such action shall pay the Association's costs and actual attorneys' fees. If the Association fails to take appropriate enforcement action within thirty (30) days of the Association's receipt of the report of the infraction, any Unit Owner may take appropriate legal action to enforce the provisions ofthe Declaration, the Bylaws, the Condominium Ownership Act, the rules and regulations of the Association, and any authorized decision ofthe Association, the Board ofDirectors, or any committee of the Association.

ARTICLE Ml

LIABILITY AND INDEIWNITY

12.01. General Scope and Definitions.

(a) Therights ofDirectors and Offcers ofthe Associationprovided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time..

(b) For purposes of this Article, "Director or Offcer'l means a natural person (i) who is or was a Director or Officer of the Association, (ii) who, while a Director or Officer ofthe Association,• is or was serving at the Association's request as a Director, Offcer, Partner, Trustee, member of any governing or decision-making committee, Employee, or Agent of another corporation or foreign corporation, partnership, limited liability company, joint venture, trust, or other enterprise, (iii) who, while a Director or Officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan, or (iv) who is or was a member of the Architectural Review Committee. Unless the context requires otherwise, "Director or Offcer" shall also mean the estate and personal representative of a Director or Officer.

(c) For purposes of this Article, "proceeding" means any threatened, pending or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state, or local law (including federal or state securities laws) and which is brought by or in the right of the Association or by any other person.

(d) For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorneys' fees, and any other expenses incurred in connection with a proceeding, including a proceeding in which a Director or Offcer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including an excise tax assessed with respect to an employee benefit plan.

12.02. Mandatory Indemnification.

(a) To the extent that a Director or Offcer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment, or withdrawal of any action where he or she does not pay or assume any material liability), or in connection with any claim, issue, or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a Director or Officer of the Association.

(b) Incases not included under Section 12.02(a), the Association shall indemnify any Director or Officer against expenses actually and reasonably incurred by the Director or Offcer in a proceeding to which the Director or Offlcer was a party because he or she is or was a Director or Offcer, unless liability was incurred because the Director or Officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any ofthe following: (i) a willful failure to deal fairly with the Association or its members in connection with a matter in which the Director or Offcer had a material conflict of interest; (ii) a violation of criminal law, unless the Director or Offcer had reasonable cause to believe his or her conduct was lawful or reasonable; (iii) a transaction from which the Director or Offcer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification ofthe Director or Officer is not required under this subsection.

(c) Indemnification under this Section is not required to the extent that the Director or Officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article XII, the Association has purchased or is required under Section 12.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status ofthe claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

12.03. Determination of Right to Indemnification. Unless otherwise provided by written agreement between the Director or Officer and the Association, the Director or Officer seeking indemnification under Section 12.02 shall make a written request for indemnification to all other Board of Director members who were not involved in the proceeding. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days of the Association's receipt of the written request required hereunder.

12.04. Allowance of Expenses as Incurred. Within thirty (30) days after a wHtten request by a Director or Offcer who is a party to a proceeding because he or she is or was a Director or Offlcer, the Association shall pay or reimbl.irse his or her reasonable expenses as incurred if the Director or Officer provides the Association with all ofthe following: (a) a written amrmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately detennined under

Section 12.03 that indemnification under Section 12.02 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an tmlimited general obligation of the Director or Officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

12.05, Partial Indemnification.

(a) If it is determined pursuant to Section 12.03 that a Director or Offcer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims, issues, or matters, the person or persons making such determination shall reasonably determine and indemnify the Director or Offcer for those expenses which are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all of the circumstances.

(b) If it is determined pursuant to Section 12.03 that certain expenses (other than liabilities) incurred by a Director or Officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the Director or Officer for only such amounts as he or she or they shall deem reasonable.

12.06. Indemnification of Employees and Agents. The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding against an employee or Agent of the Association who is not a Director or Offcer in connection with any proceeding in which the employee or Agent was a defendant because of his or her actions as an employee or Agent of the Association; provided, however, that prior to such indemnification, defense, or allowance of expenses, the Board of Directors shall first determine that the employee or Agent acted in good faith and in a manner he or she reasonably believed to be in favor of, and not opposed to, the best interests of the Association.

12.07. Limited Liability of Directors and Omcers.

(a) Except as provided in subsection 12.07(b), a Director or Offcer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a Director or Officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 12.02(b).

(b) This Section (12.07) does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority, or agency; (ii) a proceeding brought by any person for a violation of state or federal law where the proceeding is brought pursuant to an express private right ofaction created by state or federal statute; or (iii) the liability ofa Director under Wisconsin Statutes Sections 181.0832 and 181.0833.

12.08. Severability of Provisions. The provisions of this Article and the several rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a

proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

12.09. Non exclusivity of Rights. The rights to indemnification, defense and advancement of expenses provided for in this shall not be deemed exclusive of any other rights to which those seeking indemnification, defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested Directors or otherwise, both as to action in his or her offcial capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a Director or Officer, or permit a Director or Offcer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the Director or Offcer did not breach or fail to perform a duty he or she owes to the Association which constitutes conduct under Section 12.02(b). A Director or Officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

12.10. Purchase of Insurance. The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a Director or Offcer ofthe Association, to the extent that such Director or Officer is insurable and such insurance coverage can be secured by the Association at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the Director or Offcer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

12.11. Benefit. The rights to indemnification, defense, and advancement of expenses provided by, or granted pursuant to this Article shall continue as to a person who has ceased to be a Director or Officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

12.12. Amendment. No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based upon occurrences which take place prior to such amendment or repeal.

ARTICLE XIII

GENERAL PROVISIONS

13.01, Seal. The Association shall not have a corporate seal

13.02. Interpretation. These Bylaws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Condominium Ownership Act and/or

the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or consfrued to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

13.03. Notices. Except as otherwise may be provided in the Wisconsin Condominium Ownership Act or Wisconsin Nonstock Corporation Law, notices to any Unit Owner that are to be delivered or mailed pursuant to these Bylaws shall be deemed to have been given (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the Secretary of the Association, or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the Secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

ARTICLE XIV
AMENDMENT

These Bylaws may be amended only with the assent of at least sixty-seven percent (67%) of the votes of the Unit Owners; provided, however, that irrelevant, immaterial, ambiguous, and grammatical changes may be made by the Board of Directors. Any first Mortgagee or its insurer or guarantor shall, upon written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.

These Bylaws are executed on the date below by the Board of Directors of Sun Pointe Village Condominium Association, Inc.

6-5-2026
Date

Raymond Potenziani, Director

Michael R. Iselin, Director

Judy Sebetic, Director

"Drafted" by Michael R. Iselin who is not an attorney but is an "attorney liaison" for SPV.

Michael R. Iselin, "Draftee"

STATE OF Wisconsin

COUNTY OF Kenosha

Personally came before me this 5th day of June, 2026, the above named
* _____, to me known to be a member of the Board of Directors for the Sun Pointe Village Condominium Association, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same.

(Signature)

LAURA HORAN
(Printed Name)

LAURA A. HORAN NOTARY PUBLIC STATE OF WISCONSIN

Notary Public, Kenosha County, Wisconsin My commission expires: 12.11.28

* Raymond Potenziani
* Michael R. Iselin
* Judy Sebetic