

**BYLAWS OF
HAMMOND ACRES HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE 1
IDENTITY, DEFINITIONS**

- A. Development - Certain real property situated in the County of St. Croix, State of Wisconsin, and owned by **Delta Construction, Inc.** (the Developer) has been developed and made the subject of covenants which have been recorded and include a provision for a Homeowners Association. The property is more particularly described as follows:

The property is more particularly described on the Plat of Hammond Acres which is attached hereto as "Exhibit A".

- B. Definitions - In these Bylaws, terms and phrases which are defined in the Covenants shall have the same meaning as is set forth in the Covenants, unless the context clearly indicates otherwise.
- C. Applicability - The provisions of these Bylaws are applicable to the property of the development and to the use, occupancy, enjoyment and operation thereof. The Outlot shown on the Plat does not qualify as a "lot" for purposes of the Association.
- D. Office - The initial office of the Development and of the Board of Directors of the Association shall be located at:
- 441 Stageline Road, #184
Hudson, WI 54016
- E. Nature of the Association - This association is a nonstock nonprofit corporation as defined in Chapter 181 of the Wisconsin Statutes and shall operate in conformity therewith.
- F. Common Expenses - Common Expenses shall include, but not be limited to, road maintenance, plowing, maintenance of the drainage and utility easements, reconstruction and/or replacement of streets, and any other expenses determined by the Board to be Common Expenses. Maintenance, repair or replacement of sewer laterals are not Common Expenses, but rather the obligation of each individual lot owner.

ARTICLE 2 MEMBERSHIP

All Owners of Lots in Hammond Acres shall be members of the Association.

ARTICLE 3 BOARD OF DIRECTORS

A. Number and Qualifications - The affairs of the Association shall be governed by a Board of Directors. The Board of Directors shall consist solely of the Developer, Delta Construction, Inc., until all lots in Hammond Acres have been sold by the Developer. Thereafter, the Board shall be composed of three (3) persons, elected by the lot owners at the annual meeting, as set forth below. The Board shall have the option and right to amend these By Laws to establish a lesser or greater number of directors in its discretion.

B. Powers and Duties - The Board shall have the powers and shall diligently exercise the duties necessary for the prudent administration of the affairs of the Association and may do all such acts and things except as by law or by the Covenants or by these Bylaws may not be delegated to the Board by the Lot Owners. Such powers and duties of the Board shall include, but shall not be limited to the following:

- (1) Adopt and amend Rules and Regulations, provided, however, so long as Developer shall own one or more Lots, Rules and Regulations may be adopted or amended only with the prior consent of Developer;
- (2) Adopt and amend budgets for revenues, expenditures and reserves, and levy and collect annual assessments for Common Expenses, including road maintenance, plowing, and any other Common Expenses, as determined by the Board;
- (3) Institute, defend, or intervene in litigation or administrative proceedings on behalf of the Association or two or more Lot Owners on matters affecting the Development;
- (4) Provide for the maintenance, repair and replacement of all streets, storm water facilities and other private improvements within Hammond Acres;
- (5) The right to instruct individual lot owners to maintain, repair or replace any of the private improvements necessary or advisable to protect the public health, safety or welfare, and after notice to the individual lot owner, and the failure of the individual lot owner to perform the noticed

work, the right to order and conduct any such necessary maintenance, repair or replacement and invoice the lot owner(s) all costs of doing so and collecting unpaid amounts. Further, the right to grant the municipality the right to enter the property to conduct such work, leaving it to the municipality's sole discretion, as to whether it chooses to do so. If the municipality chooses to do so, it shall have the option of placing any unpaid amount(s) plus interest, and any collection costs on the tax roll, including any additional costs, expenses and fees for which a lot owner is obligated to pay under Article 6, subparagraph G hereof. The municipality shall have the right, on a case by case basis, to perform such work at its discretion.

- (6) The power to order lot owners to remove any obstructions from the drainage easements shown on the Plat within fifteen (15) days of any notice from the Association to do so, and upon failure of the lot owner to remove such obstructions, the power to contract for such removal and invoice the lot owner for the cost of doing so and collecting any unpaid amounts, with the understanding that the municipality shall also have the right to enter the lot to remove any such obstruction, at its discretion, and invoice the lot owner for the cost of doing so, with the further understanding that invoice remaining unpaid for thirty (30) days shall result in the amount of the invoice being placed on the tax roll of the individual lot owner, including any additional costs, expenses and fees for which a lot owner is obligated to pay under Article 6, subparagraph G hereof;

- (7) The power to regulate parking on Heritage Lane;

- (8) Open bank accounts on behalf of the Association and designate the signatories required thereof;

- (9) Impose reasonable charges including reasonable costs and attorney's fees, for the evaluation, preparation and recordation of amendments to the Covenants, statements of unpaid assessments and applications to the Architectural Review Committee, if any;

- (10) Provide for and maintain directors' and officers' liability insurance, if required;

- (11) Impose charges for late payment of assessments and, after reasonable notice and an opportunity to be heard, levy reasonable fines and penalties upon Lot Owners and Occupants for violations of the Covenants, Bylaws and Rules and Regulations of the Association;

- (12) Obtain fire, casualty and liability insurance for the areas owned by the Association or areas for which it has responsibility for maintenance under

the Covenants;

- (13) Prepare and distribute the annual report to the Lot Owners;
- (14) Grant or withhold approval of any action by a Lot Owner or Occupant which would change the external appearance of a home or any other portion of the Property, and designate an Architectural Review Committee to carry out this function from time to time;
- (15) Pay Common Expenses of the Association; and
- (16) Exercise any other powers conferred from time to time by state law, the Covenants or these Bylaws, and to take such action as is required to meet responsibilities created by the Covenants or these Bylaws.

C. Election and Term of Office - At the first annual meeting of the Association following the expiration of Developer control of the Board as set forth in Article 3(A) of these Bylaws, the term of office of all officers and Directors of the Association shall terminate and an election of Directors shall take place. The initial term of office of one elected Director shall be fixed at three years, the initial term of office of one elected Director, shall be fixed at two years, and the initial term of one director shall be one year. Prior to such first annual meeting, the Board shall determine the manner in which the one, two and three year terms shall be assigned to the three newly elected Directors and the manner in which the Board members will be elected (voting procedure). At the expiration of the said initial terms of office of each respective member of the Board, a successor shall be elected to serve for a term of three years. The members of the Board shall hold office until their respective successors shall have been elected by the Lot Owners at an annual meeting of the Lot Owners.

D. Removal of Directors - At any annual or special meeting of Lot Owners, any one or more of the members of the Board (except those elected by Developer) may be removed with or without cause by a majority vote of the Lot Owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board whose removal has been proposed by the Lot Owners shall be given an opportunity to be heard at the meeting.

E. Vacancies - Vacancies in the Board caused by any reason other than the removal of a member thereof by a vote of the Lot Owners, shall be filled by the remaining members of the Board at a special meeting of the Board held for that purpose with due notice promptly after the occurrence of any such vacancy, and each person so elected shall be a member of the Board for the remainder of the term of the member so vacating and until a successor shall be elected at an annual meeting of the Lot Owners.

- F. Organizational Meeting - An organizational meeting of the members of the Board shall be held promptly following the first annual meeting of the Lot Owners and promptly following each annual meeting thereafter, and no notice shall be necessary to the newly elected members of the Board in order legally to constitute such a meeting, provided a majority of the entire Board shall be present thereat.
- G. Regular Meetings - Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the members of the Board, but at least one such meeting shall be held during each fiscal year promptly following the annual meeting of the Lot Owners.
- H. Special Meetings - Special meetings of the Board may be called by the President or Secretary on three days' notice in writing, provided by regular mail or email, to each member of the Board, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board also shall be called by the President or Secretary in like manner and on like notice upon the written request of any member of the Board.
- I. Waiver of Notice - Any member of the Board may, at any time waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting subject, however, to the provisions of Article 3 (J) of these Bylaws.
- J. Notice to Developer - Notwithstanding anything herein to the contrary, so long as the Developer shall own one or more Lots, Developer shall receive notice of all meetings of the Board, and Developer, or its representative shall be entitled to attend and reasonably to be heard at all meetings of the Board.
- K. Quorum - At all meetings of the Board, a majority (i.e. two) of the members thereof shall constitute a quorum for the transaction of business, and the vote of a majority of the members of the Board shall constitute the decision or action of the Board.
- L. Fidelity Bonds - The Board may obtain adequate fidelity bonds for all officers and employees of the Association handling or responsible for Association funds. The premiums on such bonds shall constitute a Common Expense.
- M. Compensation - Members of the Board may receive reasonable compensation from the Association for acting as such, provided such amounts are specifically set forth in each annual budget and annual report to the Lot Owners.

- N. Liability of Directors and Officers - The members of the Board of Directors and Officers of the Association shall not be liable to the Lot Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the members of the Board and Officers against all contractual liability to others arising out of contracts made by the Board and Officers on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Covenants, these Bylaws, or a valid resolution of the Board. No member of the Board or Officers shall have any personal liability with respect to any contract made by the Board and Officers on behalf of the Association.

ARTICLE 4 LOT OWNERS' MEETING AND VOTING

- A. Annual Meeting - The Lot Owners shall meet at least once each year within 90 days after the close of the Association's fiscal year (the "annual meeting"). The annual meeting of the Lot Owners shall be held at the office of the Association, or such other location as the Board shall reasonably determine. At the first annual meeting of the Lot Owners following the expiration of Developer control as set forth in Article 3 (A) of these Bylaws, the Lot Owners shall elect one member of the Board for a term to expire at the third annual meetings of the Lot Owners, in accordance with Article 3 (C) of these Bylaws. At each annual meeting thereafter the Lot Owners shall elect a Director to fill the term then expiring. The Lot Owners may transact such other business at such meetings as may properly come before them.
- B. Special Meetings - It shall be the duty of the President to call a special meeting of the Lot Owners if so directed by resolution of the Board or upon a petition signed and presented to the Secretary by a Lot Owner. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice.
- C. Notice of Meetings - It shall be the duty of the Secretary to give by delivery or by regular first class mail (by United States mail postage prepaid), or by email, written notice of each annual or special meeting of the Lot Owners, at least 21 days in advance of each annual meeting and at least seven days in advance of any special meeting, stating the purpose thereof as well as the time and place where it is to be held and a complete agenda of the meeting, to each Lot Owner of record, at the address of their respective lots and to such other addresses as any Lot Owner shall have designated by notice in writing to the Secretary. Such notice shall be effective upon such delivery or upon such deposit in the mail.
- D. Order of Business - The order of business at all annual meetings of the Lot

Owners may be as follows subject to the determination of the Board:

- (1) Roll call.
- (2) Proof of notice of meeting.
- (3) Reading of minutes of preceding meeting.
- (4) Reports of officers.
- (5) Report of Board of Directors.
- (6) Election of members of the Board of Directors.
- (7) Unfinished business.
- (8) New business.

E. Voting and Proxies - The Lot Owner of each Lot (including Developer), or some person designated by such Lot Owner to act as proxy on such Lot Owner's behalf and who need not be a Lot Owner, shall be entitled to cast the vote allocated to such Lot in the Covenants, at all meetings of Lot Owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the Lot Owner so designating. The vote allocated to a Lot shall not be split or otherwise cast separately by the several Lot Owners of a Lot. The vote for a Lot which has several Lot Owners shall be cast by the individual named in a certificate signed by all the Lot Owners of the Lot and filed with the Secretary of the Association; such certificate shall be valid until revoked by a subsequent certificate; any dispute between or among several Lot Owners of a Lot regarding the execution of said certificate or who is the individual to cast the vote allocated to the lot, shall be decided by the Board. No vote in the Association shall be deemed to inure to any lot (i) during the time when the Lot Owner is the Association or its designee, or (ii) during such time as the Association has recorded a statement of lien on the lot and the amount necessary to release the lien has not been paid at the time of the meeting, or (iii) during such time as a Lot Owner has failed to furnish to the Association his or her name and current mailing address for the Roster of Lot Owners.

F. Quorum - Except as otherwise provided in these Bylaws, the presence in person or by proxy of Lot Owners having, in the aggregate, 50% or more of the total votes entitled to be cast at the meeting shall constitute a quorum at all meetings of Lot Owners. The vote of a majority of the total votes of all Lot Owners present in person or by proxy and voting any meeting of the Lot Owners at which a quorum shall be present, shall be binding upon all Lot Owners for all purposes except where in the Covenants or these Bylaws or by law, a higher percentage vote is required.

G. Annual Report - An annual report of the Association shall be made in writing to the Lot Owners of each Lot, containing at a minimum, the following:

- (1) A statement of any capital expenditures in excess of 2% of the current budget or \$1,000.00 whichever is greater, anticipated by the Association

during the current year or succeeding two fiscal years;

- (2) A statement of the status and amount of the reserve or replacement fund and any portion of the fund designated for any specified project by the Board;
- (3) A copy of a statement of financial condition for the Association for the last fiscal year;
- (4) A statement of the status of any pending suits or judgments to which the Association is a party;
- (5) A statement of the insurance coverage provided by the Association;
- (6) A statement of any unpaid assessments by the Association on individual lots identifying the Lot number and the amount of the unpaid assessment; and
- (7) The amounts of any compensation to be paid to Directors and Officers.

ARTICLE 5 OFFICERS

- A. Designation - The principal officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board from amongst the members of the board of directors. One person may hold more than one office, except the office of President and Vice President may not be held by the same person.
- B. Election of Officers - The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.
- C. Removal of Officers - Upon the affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.
- D. President - The President shall be the chief executive officer of the Association and shall preside at all meetings of the Lot Owners and the Board.
- E. Vice President - The Vice President shall, in the absence of the President, preside

at meetings of the Lot Owners and the Board, shall perform such other duties as the Board may direct.

- F. Secretary - The Secretary shall keep the minutes of all meetings of the Lot Owners and the Board, shall count the votes at meetings of Lot Owners, shall maintain the Lot Owner Roster, shall have charge of such books and papers as the Board may direct.
- G. Treasurer - The Treasurer shall have custody of all funds, property and securities of the Association subject to such regulations as may be imposed by the Board.
- H. Agreements, Contracts, Deeds, Checks, Etc. - All agreements, contracts, deeds, leases, checks, mortgages, and other instruments of the Association shall be executed by any two officers of the Association or by such other person or persons as may be designated by the Board.
- I. Compensation of Officers - Officers may receive reasonable compensation from the Association for acting as such, provided such amounts are specifically set forth in each annual budget and annual report to the Lot Owners.

ARTICLE 6 OPERATION OF THE DEVELOPMENT

- A. Budget; Levy - The Board shall from time to time, and at least annually, prepare a budget of Common Expenses for the Association and assess and levy such Common Expenses among the Lots. The levy shall be deemed to occur upon the date of the resolution by which the Board adopts such budget. The Board shall fix the amount of the annual assessment against each lot and shall promptly advise each Lot Owner in writing as to the amount of the assessment payable with respect to the lot. In addition, the Association shall furnish copies of each budget on which such Common Expenses and the assessments are based to each Lot Owner and to any holder of a first mortgage on a lot which requests the same. In the event an annual assessment proves to be insufficient, the budget and assessments therefor may be amended, or a special assessment levied, by the Board.
- B. Payment of Common Expenses - All Lot Owners shall be obligated to pay the Common Expenses assessed and levied upon their lot by the Board pursuant to this Article. Unless otherwise determined by the Board, such assessment shall be due annually, in advance on the first day of January, or when designated by Board in the case of a special assessment.
- C. Liability for Assessments - A Lot Owner shall be liable for all assessments, or installments thereof, coming due while owning a lot. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid

assessments against the grantor for his or her share of the Common Expenses up to the time of the voluntary grant for which a statement of lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments. Liability for assessments may not be avoided by waiver of the use or enjoyment for any service or by abandonment of the lot for which the assessments are made.

D. Assessments Constitute Liens - All assessments, until paid, together with interest on them and actual costs of collection, constitute a lien on the lots on which they are assessed, if a statement of lien is filed within two years after the date the assessment becomes due. The lien is effective against a lot at the time the assessment became due regardless of when within the two year period it is filed. A statement of lien is filed in the land records of the Register of Deeds for St. Croix County, stating the description of the lot, the name of the record owner, the amount due and the period for which the assessment was due. The statement of lien shall be signed and verified by any officer of the Association and then may be filed. On full payment of the assessment for which the lien is claimed, the Lot Owner shall be entitled to a fileable satisfaction of the lien.

E. Statement - Any grantee of a lot is entitled to a statement from the Association or the Board setting forth the amount of unpaid assessments against the grantor which shall be paid at the time of transfer of any lot. If not so paid, the Association shall continue to have a lien for the assessments against the lot so transferred and the Association shall continue to have the rights set forth in subparagraph D above.

F. Priority of Lien - All sums assessed by the Association but unpaid for the share of the Common Expenses chargeable to any lot constitutes a lien on the lot prior to all other liens except:

- (a) Liens of general and special taxes;
- (b) All sums unpaid on a first mortgage recorded prior to the making of the assessment;
- (c) Mechanic's liens filed prior to the making of the assessment;
- (d) All sums unpaid on any mortgage loan made under §45.80 of the Wisconsin Statutes.

G. Default in Payment of Common Expenses - In the event a Lot Owner does not make payment on or before the date when any assessment or installment thereof is due, the Board may assess, and such Lot Owner shall be obligated to pay, a reasonable administrative charge for each such unpaid assessment or installment

thereof, and interest at the highest rate allowed by law on such assessment or installment thereof from the date due, together with all expenses, including reasonable attorney's fees incurred by the Board in any proceeding brought to collect any such unpaid assessment. In the event of a default of more than 30 days in payment of any assessment or installment thereof, the Board may accelerate the remaining installments of the assessment upon notice thereof to the Lot Owner, and thereupon the entire unpaid balance of the assessment with all accrued interest shall become due and payable upon the date stated in the notice. The Board shall have the right and duty to attempt to recover all assessments for Common Expenses, together with interest and the expenses of the proceeding, including reasonable attorney's fees, in any action to recover the same brought against a Lot Owner or by foreclosure of the lien upon the lot.

H. Enforcement of Lien - A lien may be enforced and foreclosed by the Association in the same manner, and subject to the same requirements, as a foreclosure of mortgages on real property in Wisconsin. The Association may recover costs and actual attorney's fees. The Association may bid on the lot at foreclosure sale and acquire, hold, lease, mortgage and convey the lot. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. Suit for any deficiency following foreclosure may be maintained in the same proceeding. No action may be brought to foreclose the lien unless brought within three years following the recording of the statement of lien. No action may be brought to foreclose the lien except after 10 days prior written notice to the Lot Owner given by registered mail, return receipt requested, to the address of the Lot Owner shown on the Roster of Lot Owners.

I. Records - The Board shall cause to be kept at the registered office of the Association, and at such other place as the Board may determine, records of the actions of the Board, minutes of the meetings of the Board, minutes of the meetings of the Lot Owners, Roster of the Lot Owners, and detailed and accurate records, in chronological order, of the receipts and expenditures of the Association. Such records of receipts and expenditures and any vouchers authorizing payments shall be available for examination by the Lot Owners, and the First Mortgagees of the lots, upon reasonable notice during normal business hours. Separate accounts shall be maintained for each lot setting forth the amount of the assessments against the lot, the date when due, amount paid thereon and the balance remaining unpaid.

J. Enforcement of Obligations - All Lot Owners, household members, tenants and guests are obligated and bound to observe the applicable provisions of the Covenants and these Bylaws. Failure to comply with the aforementioned documents will give rise to a cause of action by the Association or any Lot Owner for the recovery of damages, injunctive relief, or any or all of the above, including all fees and expenses, including attorneys' fees, incurred by the Association.

ARTICLE 7
MISCELLANEOUS

- A. Notices - All notices required hereunder shall be delivered by first-class mail or email. Notices to the Association shall be addressed to and delivered or mailed to "Board of Directors of Hammond Acres Homeowners Association" at the post office address of the Association or to such other address as the Board may hereafter designate from time to time by written notice. Notices to a Lot Owner shall be addressed to and delivered or mailed to such Owner's address or to such other address as may have been designated by such owner in writing to the Association. All notices to mortgagees of lots shall be sent by regular first-class United States mail or by email to their respective addresses as designated by them from time to time in writing to the Association. All notices shall be deemed to have been given when emailed, when delivered, or when deposited in the United States mail.
- B. Invalidity - The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity or enforceability of other parts of these Bylaws which can be given effect without the invalid part.
- C. Captions - The captions herein are inserted only for reference and in no way define, limit or describe the scope of these Bylaws, or the meaning of any provisions hereof.
- D. Gender - The use of any gender in these Bylaws shall be deemed to include the masculine, feminine and neuter gender and the sue of the singular shall be deemed to include the plural, whenever the context so requires.
- E. Waiver - No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.
- F. Conflicts - In the event of any conflict or inconsistency between or among the mandatory provisions of these Bylaws and any Rules and Regulations adopted by the Association, the mandatory provisions of the Covenants shall control and as between the Bylaws and any Rules and Regulations, these Bylaws shall control. In the event of any conflict between the terms of this Agreement and the Ordinances of the Village of Hammond, the Village Ordinance shall control, unless a variance therefrom is applied for and granted by the Village Board.
- G. Fiscal Year - The fiscal year of the Association shall be as determined from time to time by the Board.

H. Seal - The Association shall not have a corporate seal.

I. Standing - The Association shall maintain its standing as a valid Wisconsin corporation in good standing and shall provide annual evidence of such to the Municipality.

ARTICLE 8 AMENDMENTS

These Bylaws may be amended only by the affirmative vote or consent of all the Lot Owners.

The foregoing Bylaws of Hammond Acres Homeowners Association, were adopted by action of its Board of Directors on the 3rd day of September 2025.

Attest:

STATE OF Minnesota)
COUNTY OF Dakota) ss.

Personally came before me this 3rd day of September 2025, the above named Julie Kamrud-Ruhland, President of Delta Construction, Inc. to me known to be the person who executed the foregoing instrument and acknowledge the same.

Kimberly Calle, Notary Public
State of Minnesota
My commission expires: Jan. 31, 2028

THIS DOCUMENT DRAFTED BY:

Barry C. Lundeen, Mudge, Porter, Lundeen & Seguin, S.C.
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