

# Summary of the Subdivision Improvements Agreement Hammond Acres Subdivision Village of Hammond, Wisconsin

## Project Overview

- Residential subdivision consisting of **5 twin-homes** (total **10 single-family residences**)
- Agreement governs installation of public and private improvements required by the Village's Subdivision Ordinance

## Key Purpose

To ensure all required infrastructure is completed at the Subdivider's expense before lots can be sold, protecting the Village from financial liability.

## Major Obligations of the Subdivider (Delta Construction) – this has been completed

- Construct all on-site and off-site improvements (streets, sanitary sewer, water mains/laterals, storm sewers, curb & gutter, stormwater management/ponds, etc.) at their own cost.
- Provide **surety** (letter of credit or equivalent) equal to **125%** of estimated improvement costs.
- Obtain all necessary permits (including DNR for stormwater).
- Complete work per approved plans, schedule, and standards.
- Provide insurance, indemnification, and a **1-year warranty** on workmanship/materials.
- Establish a **Homeowners' Association** for maintenance of private improvements (streets, ponds, etc.).
- Pay **impact fees** (\$4,175 per unit) and **parkland dedication** fee (\$1,000 total).
- Record deed restrictions and easement documents.

## Acceptance Process – It appears that this has been completed

Requires:

- Notice of completion (Exhibit F)
- Engineer's certification (Exhibit G)
- Inspections, lien waivers, "as-built" plans, etc.
- Village acceptance via resolution

## Financial Protections for Village

- Subdivider reimburses Village for engineering, legal, and inspection costs.
- Substantial surety and retainage requirements.
- Village not responsible for changes unless agreed in writing.

**Overall:** This is a standard, comprehensive development agreement that places nearly all risk, cost, and responsibility for infrastructure on the developer (Delta Construction) while protecting the Village.

*(information deemed accurate but not guaranteed – buyers/agents to verify all information)*

## **Summary: Bylaws of Hammond Acres Homeowners Association, Inc.**

**Hammond Acres Homeowners Association** (a nonstock nonprofit corporation under Wisconsin law) for the 10-unit residential subdivision developed by **Delta Construction, Inc.**

### **1. Purpose & Scope**

- Manages common areas and private improvements (especially streets, stormwater/drainage facilities, and utility easements).
- All lot owners are automatic members.
- Developer (Delta Construction) controls the Board until all lots are sold.

### **2. Board of Directors**

- Initially controlled solely by the Developer.
- After turnover: 3 directors elected by lot owners.
- Broad powers including:
  - Levying assessments for road maintenance, plowing, stormwater, etc.
  - Enforcing rules, maintaining common elements.
  - Instructing lot owners (or acting themselves/municipality) to fix issues and billing owners (with potential tax roll placement for unpaid amounts).
  - Regulating parking and approving exterior changes.

### **3. Assessments & Finances**

- Annual assessments for **Common Expenses** (roads, plowing, drainage, etc.).
- Individual lot owners responsible for their own sewer laterals and interior maintenance.
- Late payments accrue interest, administrative fees, and attorney costs.
- Unpaid assessments create a lien on the lot (with priority rules).

### **4. Meetings & Voting**

- Annual meetings required.
- Quorum: 50% of total votes.
- Developer has significant influence until all lots sold.

### **5. Insurance & Liability**

- Association must maintain liability insurance (\$2M minimum) with the Village of Hammond as additional insured/certificate holder.
- Board members and officers have limited personal liability.

### **6. Other Important Provisions**

- Deed restrictions and easements are enforced.
- Strict rules on drainage easements (obstructions must be removed).
- Amendments require unanimous consent of all lot owners.

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