

**BYLAWS OF
THE MEADOWS CONDOMINIUM OF
HAMMOND HOMEOWNERS ASSOCIATION**

**ARTICLE 1
IDENTITY, DEFINITIONS**

- A. Property - Certain real property situated in the County of St. Croix, State of Wisconsin, and owned by Jon Rubenzer (the Declarant) has been submitted to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes, by a Declaration recorded simultaneously herewith and hereinafter to be done as "The Meadows Condominium of Hammond."
- B. Definitions - In these Bylaws, terms and phrases which are defined in the Declaration and the Act shall have the same meaning as is set forth in the Declaration and the Act, unless the context clearly indicates otherwise.
- C. Applicability - The provisions of these Bylaws are applicable to the property of the condominium and to the use, occupancy, enjoyment and operation thereof.
- D. Office - The office of the condominium and of the Board of Directors of the Association shall be located at:

Jean Conners
Bordertown Realty
744 Ryan Drive, Suite 103
Hudson, WI 54016

**ARTICLE 2
MEMBERSHIP**

All Owners of one or more Units in the condominium (including the Declarant as to any Units not covered by it) 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. Except as provided in Article 3 (B) of these Bylaws, the Board shall be composed of three persons elected by the Unit Owners at the annual meeting, all of whom shall be Unit Owners, or mortgagees of Units, or, in the case of ownership or mortgage interest of a Unit by a partnership, shall be members or employees of such partnership, or, in the case of ownership or mortgage interest of

a Unit by a corporation, shall be officers, stockholders or employees of such corporation, or, in the case of ownership or mortgage interest of a Unit by a fiduciary, shall be the fiduciaries or officers or employees of such fiduciary; provided, however, at all times at least two of the Directors shall be Unit Owners (or the individual nominees of any Unit Owners which are not individuals).

B. Declarant Control - Declarant may elect the members of the Board of the Association until the earliest of the following events:

- (1) The passage of three years from the date of the first conveyance of a Unit to a Unit Owner other than Declarant; or
- (2) The passage of 30 days after conveyance of 75% of Common Element interests to Unit Owners other than Declarant; or
- (3) Filing of written surrender of control of the Association by Declarant.

Within 45 days after the happening of the earliest of said events, all Directors elected by Declarant shall resign from the Board. Notwithstanding the foregoing, however, prior to the conveyance of 50% of the Common Element interests to Unit Owners other than Declarant, one-third of all of the members of the Board shall be elected by Unit Owners other than Declarant.

C. 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 Declaration or by these Bylaws may not be delegated to the Board by the Unit 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 Declarant shall own one or more Units, Rules and Regulations may be adopted or amended only with the prior consent of Declarant;
- (2) Adopt and amend budgets for revenues, expenditures and reserves, and levy and collect assessments for Common Expenses from Unit Owners;
- (3) Hire and terminate a managing agent and other employees, agents, and independent contractors;
- (4) Institute, defend, or intervene in litigation or administrative proceedings on behalf of the Association or two or more Unit Owners on matters affecting the condominium;
- (5) Regulate and provide for the use, maintenance, repair, replacement, modification and protection of Common Elements and exteriors of Units;

- (6) Cause improvements to be made as a part of the Common Elements;
- (7) Open bank accounts on behalf of the Association and designate the signatories required thereof;
- (8) Impose reasonable charges including reasonable costs and attorney's fees, for the evaluation, preparation and recordation of amendments to the Declaration, certificates required by the Act, statements of unpaid assessments and applications to the Design Review Committee;
- (9) Provide for and maintain directors' and officers' liability insurance, if required;
- (10) Impose charges for late payment of assessments and, after reasonable notice and an opportunity to be heard, levy reasonable fines and penalties upon Unit Owners and Occupants for violations of the Declaration, Bylaws and Rules and Regulations of the Association;
- (11) Purchase or lease or otherwise acquire in the name of the Association, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by their Owners to the Association;
- (12) Purchase Units at foreclosure or other judicial sales in the name of the Association, or its designee, corporate or otherwise, on behalf of all Unit Owners;
- (13) Sell, lease, mortgage, or otherwise deal with Units acquired by, and sublease Units leased by the Association or its designee, corporate or otherwise, on behalf of all Unit Owners;
- (14) Organize corporations to act as designee of the Association in acquiring title to or leasing of Units on behalf of all Unit Owners;
- (15) Obtain insurance for the property;
- (16) Prepare and distribute the annual report to the Unit Owners;
- (17) Grant easements through or over the Common Elements;

- (18) Grant or withhold approval of any action by a Unit Owner or Occupant which would change the external appearance of a Unit or any other portion of the Property, and designate a Design Review Committee to carry out this function from time to time;
- (19) Pay Common Expenses of the condominium; and
- (20) To create a reserve account for major repairs and maintenance as required by law. If a reserve account is held in an interest bearing account, any tax liability of an officer as a result of the income from this account shall be paid by the Association.
- (21) To manage and control, including the right to rent and to sell the 15 garages shown on the Plat, and described in the Declaration as Common Elements. The Board has the right to convert these garages to Limited Common Elements and to assign any garage to the exclusive use of a condominium unit. This section only applies if the Condominium Association purchases any/or all of the garage units and, in that case, only to the particular units the Association owns.
- (22) Exercise any other powers conferred from time to time by state law, the Declaration or these Bylaws.

D. Election and Term of Office - At the first annual meeting of the Association following the expiration of Declarant control of the Board as set forth in Article 3(B) 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 Directors shall be fixed at three years, the initial term of office of one elected Director shall be fixed at two years, and the remaining Director shall serve an initial term of 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 Unit Owners at an annual meeting of the Unit Owners.

E. Removal of Directors - At any annual or special meeting of Unit Owners, any one or more of the members of the Board (except those elected by Declarant) may be removed with or without cause by a majority vote of the Unit 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 Unit Owners shall be given an opportunity to be heard at the meeting.

- F. **Vacancies** - Vacancies in the Board caused by any reason other than the removal of a member thereof by a vote of the Unit 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 Unit Owners.
- G. **Organizational Meeting** - An organizational meeting of the members of the Board shall be held promptly following the first annual meeting of the Unit 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.
- H. **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 Unit Owners.
- I. **Special Meetings** - Special meetings of the Board may be called by the President or Secretary on three business days written notice 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.
- J. **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 (K) of these Bylaws.
- K. **Notice to Declarant** - Notwithstanding anything herein to the contrary, so long as the Declarant shall own one or more Units, Declarant shall receive notice of all meetings of the Board, and Declarant or its representative shall be entitled to attend and reasonably to be heard at all meetings of the Board. Unit owners may appear at all meetings (whether Board meetings if they are Board Officers or unit owner meetings) by phone or proxy.

- L. 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.
- M. 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.
- N. 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 Unit Owners.
- O. Liability of Directors and Officers - The members of the Board of Directors and Officers of the Association shall not be liable to the Unit 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 Declaration, these Bylaws, the Act, 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.
- P. Executive Committee - There may be an Executive Committee consisting of two persons who are Officers or Directors of the Association and which shall be from time to time designated by the Board. To the extent determined by the Board, the Executive Committee has the authority of the Board in the management of the business of the Association, provided, however, the Executive Committee must act unanimously. The Executive Committee shall act only in the interval between meetings of the Board and at all times shall be subject to the control and direction of the Board.

ARTICLE 4
UNIT OWNERS' MEETING AND VOTING

- A. Annual Meeting - The Unit Owners shall meet at least once each year (the "annual meeting"). The annual meeting of the Unit Owners shall be held at the office of the Association, or such other location and at a time and date as the Board shall reasonably determine. At the first annual meeting of the Unit Owners following the expiration of Declarant control as set forth in Article 3 (B) of these Bylaws, the Unit Owners shall elect three members of the Board for terms to expire with the second, third and fourth annual meetings of the Unit Owners, in accordance with Article 3 (D) of these Bylaws. At each annual meeting thereafter the Unit Owners shall elect a Director to fill the term then expiring. The Unit Owners may transfer 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 Unit Owners if so directed by resolution of the Board or upon a petition signed and presented to the Secretary by Unit Owners having in the aggregate 25% or more of the total votes in the Association. 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) written notice of each annual or special meeting of the Unit 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 Unit Owner of record, at the address of their respective Units and to such other addresses as any Unit 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 Unit 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) Reports of any committees.
 - (7) Election of members of the Board of Directors.
 - (8) Unfinished business.
 - (9) New business.
- E. **Voting and Proxies** - The Unit Owner of each Unit (including Declarant), or some person designated by such Unit Owner to act as proxy on such Unit Owner's behalf and who need not be a Unit Owner, shall be entitled to cast the vote allocated to such Unit in the Declaration, at all meetings of Unit 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 Unit Owner so designating. The vote allocated to a Unit shall not be split or otherwise cast separately by the several Unit Owners of a unit. The vote for a Unit which has several Unit Owners shall be cast by the individual named in a certificate signed by all the Unit Owners of the Unit 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 Unit Owners of a Unit regarding the execution of said certificate or who is the individual to cast the

vote allocated to the Unit, shall be decided by the Board. No vote in the Association shall be deemed to insure to any Unit (i) during the time when the Unit Owner is the Association or its designee, or (ii) during such time as the Association has recorded a statement of condominium lien on the Unit 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 Unit Owner has failed to furnish to the Association his or her name and current mailing address for the Roster of Unit Owners as required by the Act.

- F. Quorum - Except as otherwise provided in these Bylaws, the presence in person or by proxy of Unit 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 Unit Owners. The vote of a majority of the total votes of all Unit Owners present in person or by proxy and voting any meeting of the Unit Owners at which a quorum shall be present, shall be binding upon all Unit Owners for all purposes except where in the Declaration 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 Unit Owners of each Unit, 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 preceding 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 Units identifying the Unit 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. The Board may appoint an assistant Treasurer, an assistant Secretary, and such other officers as in its judgment may be necessary. The President, but no other officers, must be a member of the Board. 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 Unit Owners and the Board.
- E. Vice President - The Vice President shall, in the absence of the President, preside at meetings of the Unit 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 Unit Owners and the Board, shall count the votes at meetings of Unit Owners, shall maintain the Unit 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 Unit Owners.

ARTICLE 6
OPERATION OF THE CONDOMINIUM

- 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 Units according to their respective Common Expense Liability allocated among the Units by the Declaration, subject to the provisions of Section 11.2 of the Declaration. 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 Unit and shall promptly advise each Unit Owner in writing as to the amount of the assessment payable with respect to the Unit. In addition, the Association shall furnish copies of each budget on which such Common Expenses and the assessments are based to each Unit Owner and to any holder of a first mortgage on a Unit 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 Unit Owners shall be obligated to pay the Common Expenses assessed and levied upon their Unit by the Board pursuant to this Article. Unless otherwise determined by the Board, such assessment shall be due in monthly installments in advance on the first day of each month of the year or other period for which the assessments are made, or when designated by the Board in the case of a special assessment.
- C. Liability for Assessments - A Unit Owner shall be liable for all assessments plus interest at 12% per annum, or installments thereof, coming due while owning a Unit. 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 condominium 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 Common Element or by abandonment of the Unit 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 Units 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 Unit at the time the assessment became due regardless of when within the two year period it is filed. A statement of condominium lien is filed in the land records of the Clerk of Court of St. Croix County, stating the description of the Unit, the name of the record owner, the amount due and the period for which the assessment was due. The statement of condominium 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 Unit Owner shall be entitled to a fileable satisfaction of the lien.

- E. Statement - Any grantee of a Unit is entitled to a statement from the Association or the Board setting forth the amount of unpaid assessments against the grantor and the grantee is not liable for, nor shall the Unit conveyed by subject to a lien which is not filed under subarticle D above for, any unpaid assessment against the grantor in excess of the amount set forth in the statement. If the Association or Board does not provide such a statement within 10 business days after the grantee's request, it shall be barred from claiming under any lien which is not filed under subarticle D above prior to the request for the statement against the grantee.
- F. Priority of Lien - All sums assessed by the Association but unpaid for the share of the Common Expenses chargeable to any Unit constitutes a lien on the Unit and on the undivided interest in the Common Elements appurtenant thereto prior to all other liens except:
- (1) Liens of general and special taxes;
 - (2) All sums unpaid on a first mortgage recorded prior to the making of the assessment;
 - (3) Mechanic's liens filed prior to the making of the assessment;
 - (4) 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 Unit Owner does not make payment on or before the date when any assessment or installment thereof is due, the Board may assess, and such Unit 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 Unit 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 Unit Owner or by foreclosure of the lien upon the Unit.

- 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 Unit at foreclosure sale and acquire, hold, lease, mortgage and convey the Unit. 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 condominium lien. No action may be brought to foreclose the lien except after 10 days prior written notice to the Unit Owner given by registered mail, return receipt requested, to the address of the Unit Owner shown on the Roster of Unit Owners.
- I. Records - The Board shall cause to be kept by the Association, and at such 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 Unit Owners, Roster of the Unit 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 Unit Owners, and the First Mortgagees of the Units, upon reasonable notice during normal business hours. Separate accounts shall be maintained for each Unit setting forth the amount of the assessments against the Unit, the date when due, amount paid thereon and the balance remaining unpaid.
- J. Enforcement of Obligations - All Unit Owners, household members, tenants and guests are obligated and bound to observe the applicable provisions of the Declaration, the Act, the Master Declaration, Rules and Regulations, and these Bylaws. Failure to comply with the aforementioned documents will give rise to fines, penalties and a cause of action by the Association or any Unit Owner for the recovery of damages, injunctive relief, or any or all of the above.

ARTICLE 7 MISCELLANEOUS

- A. Notices - Unless specifically provided or permitted otherwise in the Act, the Declaration or these Bylaws, all notices required hereunder shall be delivered or sent by registered or certified mail. Notices to the Association shall be addressed to and delivered or mailed to "Board of Directors of The Meadows Condominium of Hammond 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 Unit Owner shall be addressed to and delivered or mailed to such Owner's address in the condominium or to such other address as may have been designated by such owner in writing to the Association. All notices to mortgagees of Units shall be sent by regular first class United States mail 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 delivered or when deposited in the United States mail, postage paid, except notices of changes of address, which shall be deemed to have been given when received.

- 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 use 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 the Act, the Declaration, these Bylaws and any Rules and Regulations adopted by the Association, the mandatory provisions of the Act shall control; as among or between the Declaration, these Bylaws and any Rules and Regulations, the Declaration shall control; and as between the Bylaws and any Rules and Regulations, these Bylaws shall control.
- G. Fiscal Year - The fiscal year of the Association shall be the calendar year.
- H. Choice of Laws and Venue - These Bylaws shall be governed by the laws of Wisconsin without respect to any conflicts of laws provisions thereof and any dispute shall be venued in St. Croix County, Wisconsin.

ARTICLE 8 AMENDMENTS

These Bylaws may be amended only by the affirmative vote or consent of the Unit Owners holding 2/3 or more of the votes in the Association.

The foregoing Bylaws of The Meadows Condominium of Hammond Homeowners Association were adopted by action of its Board of Directors on the 14th day of ~~March~~ August, 2014.

JR

JR

Attest:

Jan Rubenzer

Jan Rubenzer

THIS DOCUMENT DRAFTED BY:

Maxfield E. Neuhaus, Attorney
Rodli, Beskar, Neuhaus, Murray & Pletcher, S.C.
Attorney at Law
P. O. Box 138
River Falls, WI 54022-0138
715-425-7281

ANNUAL OPERATING BUDGET

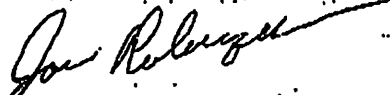
The Operating Budget, which includes lawn care, snow removal, insurance and a reserve for repairs is ^{initially} ~~initially~~ set at \$96.00 per month per unit. The existing contracts which are in force are attached hereto.

Dated this 5th day of August, 2005.



Jon Rubenzer

NOTE: At an annual meeting of the association held Nov. 18, ²⁰¹¹ ~~2014~~, the monthly assessment was raised from the \$96.00 stated above to \$110.00 per month per unit.



Jon Rubenzer, Association President

DESCRIPTION

LOCATED IN PART OF THE SW/4 OF THE SW/4 OF SECTION 21,
T29N, R77W, VILLAGE OF HAMMOND, ST. CROIX COUNTY,
WISCONSIN, DESCRIBED AS FOLLOWS:

LOT 23, PLAT OF THE MEADOWS.

I, DOUGLAS J. ZAHLER, REGISTERED WISCONSIN LAND SURVEYOR, HEREBY
CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM
PROJECT AND THE DIMENSIONS AND LOCATION OF EACH UNIT AND THE
COMMON ELEMENTS CAN BE DETERMINED FROM THIS PLAT.



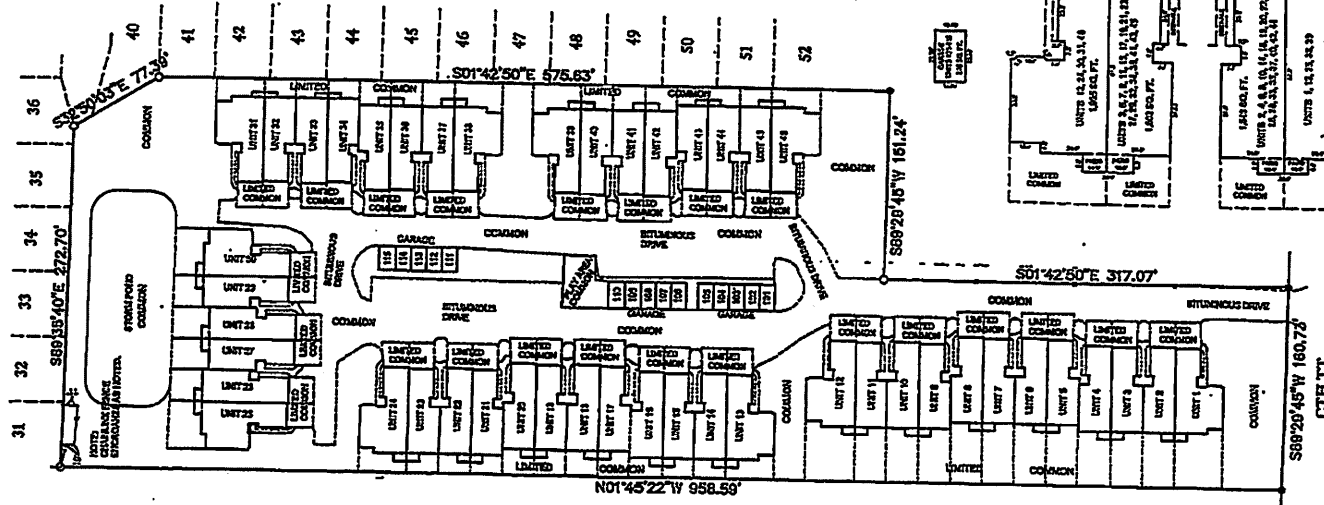
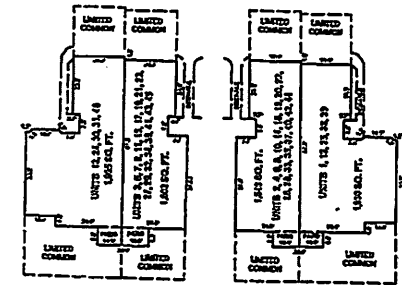
THE MEADOWS CONDOMINIUM OF HAMMOND

ST. CROIX COUNTY

NOTE

THE LIMITED COMMON AREA IN THE FRONT AND REAR OF EACH
UNIT IS FOR THE EXCLUSIVE USE OF THE RESPECTIVE UNIT. THE
WALKWAYS LOCATED BETWEEN ADJACENT UNITS ARE FOR THE
EXCLUSIVE USE OF THE ADJACENT UNITS THAT THEY SERVE.

TYPICAL UNIT DIMENSIONS



SURVEYOR:
DOUGLAS J. ZAHLER
STAN LAND SURVEYING INC.
1205 DULKE STREET
SUITE 101
MADISON, WI 53715
PREPARED FOR:
NEW DEVELOPMENT
JOHN RODGERS
125 DOWNS LANE
MORNINGVILLE, OH 43065
DATE: 8/2/05
DRAWN BY: SUE ANDERSON
JOB NO: 0512-01



THE WEST LINE OF LOT 23 BEARS NO REFERENCE AS
REFERENCED TO THIS PLAT OF THE MEADOWS

LEGEND

- FOUND 1" OUTSIDE DIAMETER IRON PIPE
- SET 1" OUTSIDE DIAMETER D.V. 12 LBS. IRON PIPE, WOODS & S.D. L.S., PER LINEAR FOOT



· R · I · S · B · I · E

A R C H I T E C T S , I N C

215 N. Second St., Suite 204 | River Falls, WI 54022

John Rubenzer
Steve Bouton
P.O. Box 397
Hammond, WI 54015

August 22, 2005

Dear Mr. Rubenzer and Mr. Bouton:

This letter is in response to you converting your 46 rental units into condominiums (two buildings with 12 units, two buildings with 8 units and one building with 6 units in each building) located at 1415 Broadway in Hammond, Wisconsin.

The State Statute 703.34 (cm) *Statements; building code violations* section states that 3 items need to be addressed prior to converting the rental units into condominiums.

Item No. 1: Present condition of the building. Frisbie Architects has reviewed the buildings with the owner and has determined that the buildings are two years old and in good shape. The structural component of the building is a typical wood frame construction on a concrete foundation system. No visible cracks appear in the sheetrock (which would indicate structural settlement). The heating system is a typical residential heating system in good condition. The existing 100 amp electrical service for each unit is typical for this size of residential unit and is adequate for typical residential electrical loads.

Item No. 2: System useful life. Frisbie Architects estimates the typical residential forced air heating and cooling system would have a typical life span of 15 years if maintained with yearly maintenance. The general electrical system does not have a specific life span - if not damaged. The overall building, if maintained properly, would typically be built with a 50 year period of time before major remodeling would take place.

Item No. 3: Outstanding notices. At this time there are no outstanding notices of uncured violations of the building code or other municipal regulations.

With these three state statute items addressed, I believe that converting the rental units to condominium units are acceptable under this statute. Please contact me at (715) 426-4908 with any questions or comments.

Sincerely,

Mathew Frisbie, AIA
President - Frisbie Architects, Inc.

CC: Joseph Boles, Attorney - Rodli, Beskar, Boles & Krueger