

**BYLAWS OF  
THE COTTAGES AT HIDDEN CREEK NEIGHBORHOOD ASSOCIATION, INC.**

**ARTICLE I  
NAME AND ADDRESS**

1.01. Name. The name of the corporation shall be The Cottages at Hidden Creek (the "Association"). The Association is incorporated as a non-stock, nonprofit corporation under the provisions of the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes.

1.02. Purpose. The purposes of the Association are to serve as the association of homeowners of the single family residences of The Cottages at Hidden Creek, Village of Howard, Wisconsin, and to exercise the powers, carry out the responsibilities, and otherwise engage in any lawful activity authorized and permitted by the Wisconsin Non-Stock Corporation Law.

1.03. Address. The principal office and mailing address of the Association shall initially be located at 2585 S Broadway, Green Bay, Wisconsin 54304 until such time as the Board of Directors designates a different mailing address.

1.04. Binding Effect. These Bylaws (the "Bylaws") shall be binding upon the owners of Lots 1-50 within the Plat of The Cottages at Hidden Creek, Village of Howard, Brown County, Wisconsin (hereinafter "the Plat"). The Plat enumerates Lots 1-50 for single family dwellings excluding Lot 31 (Association Common Property) and Lot 30 (to be dedicated for a public park) which shall collectively be known as the "Lots" and individually as a "Lot" or owner of said lots hereinafter "Lot Owner" or collectively "Lot Owners". Outlots on the Plat, if any are so delineated, shall hereinafter be referred to as "Outlots." Should Outlots 1 and 3 be subdivided for single family, owner-occupied residential lots in future plats, the newly subdivided lots shall be subject to the Bylaws and owners of said lots shall be members of the Association upon receipt of a certificate of occupancy. Should Outlots 5 or 6 be subdivided in the future, owners of said lots shall not be bound by Association unless there is an express written agreement by the Association and the subdivider of said Outlots. In the event the subdivider of Outlot 5 and/or 6 is Daybreak Development LLP or Radue Homes, Inc., then Association may not unreasonably withhold approval where the future lots are single family, owner-occupied homes.

**ARTICLE II  
MEMBERSHIP**

2.01. Membership. The members of the Association (the "Members") shall at all times consist exclusively of all Lot Owners, specifically excluding Lot 30 and Lot 31 and the owner(s) of any Outlots except as provided in 2.04. Land contract vendees but not land contract vendors shall be Members of the Association. Persons who hold an interest in the Lots merely as security for the performance of an obligation (including Mortgages) are not Members of the Association.

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

2.03. Withdrawal or Expulsion. No Member may voluntarily withdraw from membership in the Association nor may any Member be expelled from such membership.

2.04. Expansion of Memberships. Should Outlots 1, 3, 5 and/or 6 be subdivided governed by the Association in accordance with Section 1.04 of these Bylaws, the owner of any lot within the newly subdivided Outlots shall become a Member of the Association only upon receipt of a certificate of occupancy for said lot at which time the provisions of the Associations Bylaws and Rules and Regulations shall also become effective for that individual lot/member. Until such time as the

certificate of occupancy is received, the Association's Bylaws and Rules and Regulations, including the right to assess shall not apply.

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

2.06. Membership List. The Association shall maintain a current membership list listing all Members, the current mailing address for each Member to which notice of meetings of the Association shall be sent, and, in the case of multiple Lot Owners, the Lot Owner, if any, designated to cast any or all votes pertaining to such Lot. Each Lot Owner shall promptly provide written notice to the Association of any transfer of its Lot as provided in Section 2.06 and of any change in such Lot Owner's name or current mailing address. No Member may vote at meetings of the Association until the name and current mailing address of such Member has been provided to and received by the Secretary of the Association.

2.07. Transfer of Membership: Each membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically upon conveyance of a Lot. Upon transfer, the Association shall charge a start-up fee of \$100.00 for the conversion of membership from a previous member to the new member to cover the costs associated with changing of accounts, security access points and other Association matters.

2.08. Votes of Association Members. The Association shall have two (2) classes of Members:

- a. Class "A" Members shall be all Lot Owners other than the Cottages of Hidden Creek Neighborhood Association, Daybreak Development, LLP and Radue Homes, Inc. (the "Developer") and Owners of Lot 30 and 31. Class "A" Members shall be entitled on all issues to one (1) vote for each Lot in which they hold the interest required for membership.
- b. Class "B" Members shall be the Developer, Daybreak Development, LLP, its designee, Radue Homes, Inc., and any successor of the Developer that the Developer explicitly designates in writing, as a Class "B" Member. The Class "B" Members shall be entitled to twenty (20) votes for each Lot owned by a Class "B" Member.
- c. Quorum. Members holding sixty-seven percent (67%) of the total votes of the Association, present in person or represented by proxy, shall constitute a quorum at all meetings of the Members for the transaction of business.
- d. Vote Required to Transact Business. When a quorum is present in person or represented by proxy at any meeting, a majority of votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Articles of Incorporation of the Association (the "Articles"), Wisconsin Nonstock Corporation Law, these Bylaws, or the Declaration of Covenants, Conditions and Restrictions for Lots 1-50 and Outlots 1-6 of the Cottages at Hidden Creek (the "Declaration"), in which case such express provision shall apply.

2.10. Proxies: All proxies shall be in writing, signed by the Member giving such proxy, and filed with the Secretary of the Association before or at the time of the meeting. No proxy shall be valid after one hundred eighty (180) days from its date of issuance.

2.11. Voting Designations of Multiple Lot Owners. If there are multiple owners of any single Lot, then the multiple Lot Owners shall designate, in writing, a single Lot Owner to exercise any or all votes appertaining to their Lot and shall file written notice of such designation signed by all such multiple Lot Owners with the Secretary of the Association. If only one (1) of multiple Lot Owners is present in person or by proxy at a meeting of the Association, the Lot Owner present (whether or not such Lot Owner or any other Lot Owner has been designated to cast votes) is entitled to cast the vote allocated to the Lot. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Lot Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Lot Owner or Lot Owners cast a vote on behalf of a

particular Lot, it shall thereafter be conclusively presumed for all purposes that he/she was, or they were, acting with the authority and consent of all other Lot Owners thereof. In the event more than the appropriate number of votes are cast for a particular Lot, none of said votes shall be counted and all said votes shall be deemed void.

### **ARTICLE III MEETINGS OF MEMBERS**

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

3.02. Annual Meetings. Annual meetings of the Members shall be held on the second Monday of October of each year.

3.03. Special Meetings. Special meetings of the Members may be called at any time by the President of the Association and shall be called upon the written request of Members holding at least fifty percent (50%) of the votes. Business transacted at special meetings shall be limited to the items stated in the notice of such meeting.

3.04. Notice of Meetings. No annual or special meeting of the Members may be held except upon at least ten (10) days' (but not more than 60 days') written notice delivered or mailed to each Member 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 Member that signs a waiver of notice of such meeting.

3.05. Adjourned Meeting. If a quorum shall not be present in person or represented by proxy at any meeting, the Members 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 Members, 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. Order of Business. The order of business at all meetings of the Members shall be as follows:

- a. Calling the meeting to order.
- b. Calling the roll of Members and certifying the proxies.
- c. Proof of notice of meeting or waiver of notice.
- d. Reading and disposal of any unapproved minutes.
- e. Reports of officers.
- f. Reports of committees (if appropriate).
- g. Election of Directors (if appropriate).
- h. Unfinished business.

- i. New business.
- j. Adjournment.

3.08. Action Without a Meeting by Written Consent. Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Articles, these Bylaws, or the Declaration to be taken by the vote of the Members may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by Members that would have been entitled to vote upon the action at such meeting and that hold a number of votes equal to sixty- seven percent (67%) of the total number of votes in the Association unless a greater percentage is otherwise required.

3.09. Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Articles, these Bylaws, or the Declaration to be taken by the vote of the Members may be taken without a meeting if the Association delivers a written ballot to every Member 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 other than election of Directors 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 at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the Secretary of the Association, a written ballot may not be revoked.

#### **ARTICLE IV BOARD OF DIRECTORS**

4.01. Number and Membership in Association. The affairs of the Association shall be managed by a Board of Directors composed of three (3) Directors selected by and from the Members. In the case of a Lot that is owned by an entity or trust rather than an individual, any person who is an officer, member, partner, director, employee, trustee, or designee of such entity shall be deemed to be a "Member" for purposes of this requirement only.

4.02. Term of Office. Each Director shall take office at the annual meeting and shall serve for a term of one (1) year or until his or her successor shall be elected.

4.03. Election of Directors. One (1) month before each annual meeting of the Members, the Secretary of the Association shall mail to all Members a notice setting a deadline for nomination of persons to serve as Directors on the Board of Directors. All nominations shall be mailed to the Secretary. Members must obtain the prior consent of any person they nominate and may nominate themselves. Only Members entitled to vote upon the election of any Director may nominate a person to serve as a Director. If the number of nominees equals the number of Directors to be elected, the nominees shall automatically become the new Directors to take office at the annual meeting. If the number of nominees is fewer than the number of Directors to be elected, the Secretary shall solicit further nominees by mail. If the number of nominees exceeds the number of Directors to be elected, the Secretary shall conduct an election by written ballot in accordance with Section 3.09 with all written ballots due before the deadline set by the Secretary. The persons receiving the largest number of votes shall be elected as Directors and shall take office at the annual meeting.

4.04. Vacancy and Replacement. If the office of any Director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the Directors present may constitute less than a quorum, and each

person so elected shall be a member of the Board of Directors for the remainder of the term of the Director who left office or until a successor is elected in accordance with these Bylaws.

4.05. Removal. Any Director may be removed from the Board of Directors, with or without cause, by a sixty-seven percent (67%) vote of the Members.

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 MEETINGS OF THE BOARD OF DIRECTORS**

5.01. Regular Meetings. Regular meetings of the Board of Directors shall be held without notice following the annual meeting of the Members at the same place as the Members' meeting or at such place as the Board of Directors may vote to hold the meeting.

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. 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 of the meeting. 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 of the Board of Directors shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Nonstock Corporation Law, the Articles, these Bylaws, or the Declaration, 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. Order of Business. The order of business at all meetings of the Board of Directors shall be as follows:

- a. Calling the meeting to order.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of officers.
- e. Reports of committees (if appropriate).
- f. Election of officers (if appropriate).
- g. Unfinished business.
- h. New business.
- i. Adjournment.

5.06. Action Without a Meeting by Written Consent. Any action required or permitted by the Articles, these Bylaws, the Wisconsin Nonstock Corporation Law, or the Declaration to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed 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 powers and duties of the Association under the Articles, these Bylaws, the Wisconsin Nonstock Corporation Law, and the Declaration 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 Members. Notwithstanding the foregoing powers, the Association may not expend or incur debt in excess \$5,000 that is otherwise unbudgeted without majority approval by the membership. The powers and duties of the Board of Directors include the power or duty:

- a. To levy and enforce payment of general and special assessments on the Lots and against Members.
- b. To purchase, sell and convey Lots (including the improvements thereon) relating to foreclosure of a lien for any assessment and to acquire real estate as common area.
- c. To enter and execute contracts on behalf of the Association which relate to all real and personal property titled in the name of the Association (the "Common Property") or improvements thereon.
- d. To incur indebtedness on behalf of the Association and to execute drafts and other negotiable instruments.
- e. To employ the services of any person, firm, or corporation to maintain the Common Property or to insure, construct, install, repair, or rebuild improvements thereon.
- f. To acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Association for the operation of the Association.
- g. To exercise all other powers necessary to maintain the Common Property and operate the Association for the mutual use and enjoyment of all Members.

6.02. Manager. The Board of Directors may hire a manager or managing 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 VII OFFICERS AND THEIR DUTIES**

7.01. Officers. The principal officers of the Association shall be the President, Vice President, and Secretary, all of whom shall be elected by the Board of Directors. All officers must be Members. In the case of a Lot that is owned by an entity or trust rather than an individual, any person who is an officer, member, partner, Director, employee, trustee, or designee of such entity shall be deemed to be a "Member" for purposes of this requirement only. The same individual may simultaneously hold more than one office in the Association.

7.02. Election of Officers. The first election of officers shall take place at the first meeting of the initial Board of Directors. Thereafter, the officers shall be elected annually by the Board of Directors at its regular 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 of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office 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 officer 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 resign by giving written 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 office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

7.07. Duties. Unless otherwise indicated by the Board of Directors or delegated to a manager or managing agent pursuant to Article VI, the duties of the officers 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, 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 officers of the Association; and perform such other duties incident to the office of President as may be required under the Declaration, the Wisconsin Nonstock Corporation Law, 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. The Vice President 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, including a copy of the previous year's monthly bank statements, in their entirety, for review by the Members at the annual meeting of the Members; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Members.
- c. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; serve notices of the meetings of the Board of Directors and of the Members; keep all books and records of the Association other than books of account, including the membership list described in Section 2.06; and perform such other duties incident to the office of Secretary as may be required under the Declaration, the Wisconsin Nonstock Corporation Law, the Articles, or these Bylaws, or by the Board of Directors.
- d. 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 such officers' duties.

#### **ARTICLE VIII BOOKS AND RECORDS**

8.01. The books, records, minutes, papers, and membership list of the Association shall be available during reasonable business hours, for inspection by any Member. The Articles and the Bylaws shall be available for inspection by any Member or prospective purchaser of a Lot at the principal office of the Association, where copies may be purchased at reasonable cost.

**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 Members holding at least fifty-one percent (51%) of the votes present in person or represented by proxy at their annual meeting shall adopt the annual operating budget for the Association at such annual meeting. The budget shall be effective for the period beginning January 1<sup>st</sup> through December 31<sup>st</sup> of the succeeding year

9.03. Capital Budget. The Board of Directors shall annually prepare a capital budget which shall consider the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board of Directors shall set the required annual capital contribution, if any, in an amount sufficient to meet the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing. The annual capital contribution required shall be fixed by the Board of Directors and included within the annual operating budget and assessments. A copy of the capital budget shall be distributed to each Member as an Appendix to the operating budget. Additionally, new capital improvements in the budget shall be approved not by the Board of Directors, but by a majority of the Lot Owners or Members by separate written ballot.

9.04. Notice of Budget and Assessments. The Board of Directors shall cause a copy of the proposed operating budget, including the capital budget and the projected assessments to be levied for the following year, to be delivered to each Member no later than September 15<sup>th</sup> of each year. The budget and the assessments shall become effective upon approval at the annual meeting of the Members upon a majority vote. In the event that the Members do not approve the proposed budget for the succeeding year, or in the event the Board of Directors fails to propose a budget, then and until such time as a new, acceptable budget has been determined, the budget in effect for the preceding year shall continue for the succeeding year. The amount necessary to fund the operating budget of the Association shall be assessed against all non-exempt Lot Owners and non-exempt Lots in proportions based upon an equal pro rata assessment against each Lot.

9.05. Special Assessments for Common Property. In addition to the annual assessments established above, the Board of Directors of the Association may levy at any time a Special Assessment for Common Property for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvements upon the Common Property, including the necessary fixtures and personal property related thereto, for the purpose of covering any insufficiency of assessments to fund the actual monetary needs of the Association over and above the budgeted annual assessments, or for any other use or purpose deemed desirable or appropriate by the Board of Directors; provided, however, that any such special assessment shall have the approval of at least two-thirds (2/3) of the votes of the Members (without regard to class) who are in attendance and voting in person or by proxy at a meeting duly called for said purpose. The Board of Directors shall determine the date when such special assessment is to be paid.

9.06. Special Assessments for Lots. The Association may levy an Special Assessment for Lots upon any Lot Owner to cover the costs incurred by the Association due to that Lot Owner's failure to maintain its Lot, or the improvements thereon, pursuant to the standards set forth in this Declaration, or to reimburse the Association for any damage to any Common Property caused by any Lot Owner or its invitee, or for any other purpose permitted by this Declaration.

9.07. Levying and Payment of General Assessments. On or before December 1st of each year, the Secretary shall mail or deliver a copy of the approved annual operating budget and a statement of assessment for the next twelve (12) months to each Member plus any Special Assessments for Common Property and/or Lots that may be owing from any Member. All assessments shall be payable to the Association in such manner as may be determined by the Board of Directors. The Board may allow for installments over the year for which it is assessed at such payment intervals as it shall determine. In the event of such deferred payments, the Board of Directors shall also be permitted to charge a uniform rate of interest upon the



amounts from time to time remaining unpaid at any rate deemed appropriate by the Board of Directors; provided, however, such rate shall not exceed the statutory usury limit then existing. The Board of Directors may accelerate the unpaid balance of any assessment upon default in the payment of any installment thereon. Upon request, the Association shall furnish to any Lot Owner liable for assessments a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence in favor of third parties of payment of any assessments have been paid. Payments or 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.

9.08. Purpose of Assessments. The assessments levied by the Association may be used for the purpose of promoting the recreation, health, safety, and welfare of the Lots and the Lot Owners, for the performance by the Association of its duties and the exercise of the powers conferred upon it, for the improvement and maintenance of properties, services and facilities which have been or will be constructed, installed or furnished upon, and which are devoted to the purpose and related to the use and enjoyment of, the Common Property, and for such other purpose as may be deemed desirable or appropriate from time to time by the Board of Directors, including but not limited to:

- a. Payment of operating expenses of the Association.
- b. Payment of all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association or the Common Property.
- c. Management, maintenance, improvement and beautification of landscaping and stormwater drainage and retention features on Common Property.
- d. Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property, and in furnishing services to or for the Members of the Association.
- e. Funding of appropriate reserves for future repair and replacement.
- f. Doing any other thing necessary or desirable in the judgment of said Association to keep the Property, including the Common Property, neat and attractive or to preserve or enhance the value thereof, or to eliminate fire, health or safety hazards, or which, in the judgment of the said Association, may be of benefit to the Lot Owners or occupants of the Lots.

9.09. Covenant for Maintenance and Assessments. Each Member, jointly and severally, by acceptance of a deed to any Lot included in the Plat, and as set forth in the Declaration of Restrictive Covenants for said Plat and whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to and hereby does covenant and agree to pay to the Association: (1) annual assessments or charges, (2) Special Assessments for Common Property, and (3) Special Assessments for Lots. The assessments together with interest thereon, late charges, lien charges and costs of collection thereof, including court costs and reasonable attorneys' fees (including fees and costs upon appeal), shall be a charge and a continuing lien upon the Lot against which each such assessment is made from the date on which each such assessment is due. Each such assessment, together with interest, late charges, lien charges, costs and attorneys' fees, as herein provided, shall also be the personal obligation of the person who was the Lot Owner of such Lot at the time when the assessment fell due. Except as set forth in these Bylaws, no land or improvements shall be exempt from assessments, charges, or liens. No Lot Owner may avoid the obligation for the payment of assessments by virtue of non-use or abandonment of such Lot Owner's Lot or the Common Property. Notwithstanding the foregoing, the following property shall be exempt from the assessments, charges and liens created herein:

- a. All Common Property, including but not limited to Lot 31.

- b. Any Outlots designated on the Plat except as provided for in Section 2.04 herein.
- c. Any Lot owned by Daybreak Development, LLC and Radue Homes, Inc. for which an original occupancy permit has not yet been issued.

9.10. Delinquent Assessments. If any assessment is not paid on the date when due, then such assessment shall become delinquent and the delinquent assessment, together with interest thereon and/or late charges as shall be imposed by the Board of Directors at its discretion, and the cost of collection thereof, as herein provided, shall be secured by a continuing lien on the lands and improvements located thereon with respect to the ownership of which the assessment accrued which shall bind such lands and improvements in the hands of the then Lot Owner, its heirs, successors, personal representatives and assigns. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any mortgage as hereinafter provided in Section 9.11. If the assessment or installment thereon is not paid within thirty (30) days after the due date, same shall bear interest the Association may bring an action at law for collection against the Lot Owner personally obligated to pay the same and/or to foreclose the lien against the lands and improvements, and there shall be added to the amount of such assessment the aforesaid interest, late charges, if any, costs of collection and court costs, and reasonable attorneys' fees, including court costs and attorney's fees upon appeal, and the said costs of collection shall be recoverable whether or not suit be brought. Costs of collection shall include not only costs of a legal action or legal representation but shall include costs incurred by the Association for collection.

9.11. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any first mortgage now or hereafter placed upon any Lot held by a commercial or savings bank, savings and loan association, trust company, credit union, industrial loan association, insurance company, pension fund, or business trust, including but not limited to a real estate investment trust, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution or agency which has insured the loan of any such lender, or any combination of any of the foregoing entities, or any of same constituting an institutional mortgage; provided, however, that a sale or transfer of any Lot pursuant to a decree of foreclosure, or pursuant to any proceeding in lieu of foreclosure, shall not relieve such Lot from liability for any assessments which thereafter become due, nor from the lien of any subsequent assessment.

9.12. Association Remedies upon Nonpayment of Assessments. Any General or Special Assessments 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 of twenty-four percent (24%) per year or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessment not paid when due by obtaining a judgment lien against the Lots on which they are assessed, by enforcing and foreclosing such liens and/or by bringing an action for money damages against the Member personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. The Association may seek to collect any assessments not paid when due by bringing an action for money damages against the Members personally obligated to pay the delinquent assessments. Any time that the Association incurs costs and expenses, including attorneys' fees, to collect unpaid assessments, or to enforce any provision of these Bylaws, or any provision of the covenants and restrictions affecting the Lots, the offending Lot Owner or Lot Owners shall be responsible for reimbursing the Association for all such reasonable costs and expenses including attorney fees and court costs. If the offending Lot Owner or Lot Owners refuse to reimburse the Association for such reasonable costs and expenses within ten (10) days following written demand, then the Association may levy a Special Assessment against the Lot Owner or Lot Owners and their Lot or Lots, as the case may be, to recover the same. No Member may waive or otherwise escape liability for the assessments provided herein by abandonment of such Member's Lot.

9.13. Annual Report. By March 31<sup>st</sup> of each year, the Board of Directors shall, by formal action, approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the common expenses, surpluses, and assessments collected from each Member during the year. Copies of the annual report for the previous year shall be mailed or delivered to each Member at the address in the Association's membership list within 30 days of the approval of the annual report.

**ARTICLE X  
GENERAL PROVISIONS**

10.01. Seal. The Association shall not have a corporate seal.

10.02. Interpretation. These Bylaws are subject to all provisions of the Articles, the Wisconsin Nonstock Corporation Law, and the Declaration. 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 Nonstock Corporation Law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all Members.

10.03. Notices. Except as otherwise provided in the Wisconsin Nonstock Corporation Law, notices to any Member 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. Members may submit a written request to receive notices and annual reports electronically. An accepted request shall be in force for a period of one year and shall automatically renew annually thereafter unless expressly terminated by the Member. All notice requirements and timelines remain applicable.

**ARTICLE XI  
AMENDMENT**

11.01 These Bylaws may be amended only with the assent of at least sixty-seven percent (67%) of the votes of the Members.

THE UNDERSIGNED, being the Incorporator of the Association, does hereby certify that the foregoing Bylaws were adopted by the Incorporator of the Association pursuant to Organizational Resolutions dated March 1, 2020.

**INCORPORATOR**

  
\_\_\_\_\_  
Ryan Radue