

**BYLAWS OF  
HOODS CREEK HOMEOWNERS ASSOCIATION, INC.**

1. The name of the corporation shall be Hoods Creek Homeowners Association, Inc. (the "Association").

2. The principal office of the Association shall be at N8 W22520-L Johnson Drive, Waukesha, Wisconsin 53186. The Association may have offices at such other places as the Board of Directors of the Association (the "Board") may from time to time determine.

the following is a restatement of a part of the  
Declaration of Restrictions for  
Hoods Creek Subdivision

3. An Owner's Association shall be created by the Developer for the purpose of managing the affairs of the subdivision, and for the purpose of managing, controlling and maintaining common areas, common improvements and common easements. Said Association shall be established as follows:

A. The Association shall be established as either a non-profit corporation or a non-profit association. Each Lot Owner shall be a member of the Association, and each Lot shall be entitled to one (1) vote at meetings of the Association. If a Lot is titled to more than one person, the membership related to the Lot shall be shared by such Owners. Should any such lot multiple Owner be unable to disagree on any vote, said vote shall not be accepted. Membership shall pass with title to each Lot.

B. The Association shall be governed by a Board of Directors consisting of not less than three (3) directors, who shall act by majority vote. So long as any vacant Lot in the subdivision is owned by Developer, Developer shall be entitled to appoint a sufficient number of the directors such that the directors appointed by Developer constitute a majority.

C. Each Lot in the subdivision shall be subject to assessment by the Association for an equal share of the Association's existing or anticipated expenses, which assessments shall constitute a lien on the Lot, and, except as set forth below with respect to Racine County and/or the Village of Mount Pleasant, the personal obligation of the Lot Owners, until paid. In the event Racine County and/or the Village of Mount Pleasant become the owners of any Lot through the tax delinquency process, the foregoing provision shall not be deemed to supersede any law limiting or eliminating the liability of the County or the Village with respect to fees or assessments imposed by this Declaration. Further, in the event Racine County and/or the Village of Mount Pleasant become the owners of any Lot through the tax delinquency process, neither the County nor the Town shall have any personal obligation for the payment of Association assessments.

D. The Articles and By-Laws of the Association shall contain such additional provisions as Developer may deem appropriate at the time of establishment of the Association.

E. In the event any further division of any Lot (whether by Subdivision Plat, Certified Survey Map, and/or other legal land division) creates additional residential Lots within the subdivision, each Lot so created shall have equal membership and voting rights in the Association, and be subject to assessment for an equal share of the Association's existing and anticipated expenses, with all other Lots in the Subdivision.

#### 4. OUTLOTS

The Hoods Creek Subdivision Plat Contains common areas designated as Outlots 1, 2 and 3. Each Lot in Hoods Creek shall be deemed to include an equal undivided ownership interest in all Outlots, and each conveyance of a Lot in Hoods Creek shall be deemed to include the conveyance of such undivided interest, whether or not specifically set forth in the instrument of conveyance. As set forth on the Plat for Hoods Creek, the Developer has granted easements to the public for the use of the paths within the Outlots. Developer further expressly retains the right to grant additional easements for the use of said Outlots in accordance with the provisions of Section 36 below.

#### 5. MAINTENANCE OF DRAINAGE EASEMENTS, PONDS, COMMON AREAS, ENTRANCE SIGNAGE, ISLANDS AND PUBLIC WALKING PATHS.

The Owner's Association has the responsibility of properly landscaping and maintaining all common areas, street islands and subdivision entrance signage, and maintaining the street signs and street lights within the subdivision. The Association has the responsibility of properly maintaining (including snow removal) all public walking paths within the subdivision. Subject to the provisions of paragraph below, the Owner's Association further has the responsibility of properly maintaining all drainage easement areas located within the individual Lots which are subject to this Declaration of Restrictions and the ponds and all drainage easement areas within common areas. Maintenance of the ponds shall include, but not necessarily be limited to: preservation of the embankments; prevention of erosion above the ponds, around the ponds and downstream there from; and dredging if and when necessary. In the event the Owner's Association does not properly landscape and/or maintain said items, the Village of Mount Pleasant may send written notice to the Association setting forth which of said items the Village has determined are not properly landscaped and/or maintained, and stating that the Village of Mount Pleasant may perform such landscaping and/or maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of fifteen (15) days to correct the problem, unless the Village determines, in its discretion, that a shorter notice period is appropriate due to a hazardous condition requiring more immediate action. If such landscaping and/or maintenance is not performed within the time granted by the above-referenced notice, and/or if the Village determines, in its discretion, that immediate action, without notice, is required due to an imminent threat of damage to persons or property, the Village of Mount Pleasant shall then have the authority, but not the obligation, to undertake such landscaping and/or maintenance, and shall have the right to charge the Lot Owners on a pro rata basis for any costs incurred by the Village as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627 Wis. Stats. If such charges are not paid by any Lot Owner within the period fixed by the Village of Mount Pleasant, such charges shall become a lien upon the Lot Owner's Lot as provided in Section 66.0627(4), Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the Lot Owner's Lot as provided in Section 66.0627, Wis. Stats.

#### 6. DAY TO DAY MAINTENANCE OF DRAINAGE EASEMENT AREAS

The day to day maintenance of any drainage easement area located on an individual Lot shall be the responsibility of the owners of such Lot. Day to day maintenance includes such items as cutting grass, raking leaves, removing fallen trees and branches, and removing other minor obstructions. This paragraph shall not limit the Village's authority of enforcement against the Association, as described in Section 34, above.

7. ASSOCIATION COMMITTEE

- A. The Association shall be governed by a three-member committee, hereinafter referred to above as the "Committee", which shall be solely responsible for the activities of the Association. The initial members of the Committee shall be Carl P. Tomich, Leslie Rather, and Brad Voght.
- B. To qualify as a member of the Committee, a person must be either an Owner or a duly-designated officer or representative of an Owner.
- C. So long as fifty percent (50%) or more of the lots in Hoods Creek are owned by the Developer or Carl P. Tomich or assigns, all three members of the Committee may be appointed by the Developer and Carl P. Tomich or his assigns. So long as any of the lots in Hoods Creek are owned by the Developer or Carl P. Tomich or his assigns, two members of the Committee may be appointed by the Developer, and one member shall be elected as provided herein.
- D. Each Owner shall be entitled to vote in person or by proxy in elections for selecting members of the Committee. Owners shall have one vote for each lot owned.
- E. The term of office of the initial members of the Committee shall commence upon the execution hereof and may continue for up to three years thereafter at the discretion of the Developer. Thereafter, the term of office of members of the Committee shall be for not more than three calendar years. If necessary to ensure continuity of the Committee, term lengths shall be staggered so that at least one, but not more than two, Committee members are elected each year. If any member of the Committee shall die, resign, be unable to act, or cease to be qualified to be a member, the unexpired term of such member shall be filled by a special election (or appointment by Committee, if applicable, pursuant to the terms stated above).
- F. All meetings of the Committee shall be open to Owners. The annual meeting shall be held upon not less than three days prior written notice to all of the Owners. Meetings of the Committee, for the purpose of carrying out its duties and powers as set forth herein, may be held from time to time without notice. Two members of the Committee shall constitute a quorum. Actions of the Committee shall be taken by majority vote of the Committee.

8. COMMITTEE DUTIES:

- A. To provide for the maintenance of improvements in Common Areas, including the storm water management and drainage facilities located therein. Common area maintenance shall be performed in accordance with written guidelines and standards established by Committee for maintenance of common areas, as well as generally-accepted, sound maintenance practices.
- B. To establish dates and procedures for the election of members of the Committee.
- C. To enforce the provisions stated above.

9. COMMITTEE POWERS:

- A. To take such action as may be necessary to cause the Common Areas to be maintained, repaired, landscaped (where appropriate), and kept in good, clean, functional, and attractive condition.
- B. To take such actions as may be necessary to cause the storm water management and drainage facilities in Hoods Creek to be maintained, repaired, and kept in a good, clean, functional, and attractive condition and in compliance with the requirements of the Village, including an adequate capital reserve fund assessed and collected.
- C. To take such action as may be necessary to enforce the provisions stated above.
- D. To enter into contracts and to employ agents, attorneys, or others for purposes of discharging its duties and responsibilities hereunder.
- E. To levy and collect assessments in accordance with the provisions stated above.
  - (1) The Owner of each lot shall be subject to a general annual charge or assessment equal to his pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties and discharging its obligations. The pro rata share of an Owner of a lot shall be a fraction, the numerator of which shall be one and the denominator of which shall be the total number of lots subject to this Declaration, at the time of the assessment. Said costs shall include, but not be limited to, taxes, insurance, repair, replacement, and additions to the improvements made to the Common Area, equipment, materials, labor, management, and supervision thereof, and all costs for the Association reasonably incurred in conducting its affairs and enforcing the provisions of this Section. Racine County shall not be liable for any fees or special assessments in the event that it should become the owner of any lots in the subdivision by reason of tax delinquency.
  - (2) Assessments shall be approved at the duly-convened annual meeting of the Committee.
  - (3) Written notice of an assessment shall be personally delivered to each Owner subject to the assessment or delivered by regular mail addressed to the last known address of Owner.
  - (4) Assessments shall become due and payable 30 days after the mailing or personal delivery of the notice, as the case may be.
  - (5) Assessments not paid when due shall bear interest at the rate of eighteen percent (18%) per annum from the date due until paid, and such unpaid assessments, and the interest thereon, shall constitute a continuing lien on the real estate against which it was assessed until they have been paid in full. The assessments and interest thereon shall also be the personal obligation of any current or subsequent Owner of the lot against which the assessment was made.

- (6) All annual and special assessments, until paid, together with interest and actual costs of collection, constitute a lien for the benefit of the Association on the lots on which they are assessed. Such lien shall not be subordinate and junior to any mortgage lien of any financial institution arising at the time of purchase of the respective lot. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may file lien(s) therefore and bring suit for and on behalf of the association, as representation of any members, to enforce collection of such delinquencies to or foreclose the lien therefore, as provided by law, including 779.70, Stats. and the protective covenants, and there shall be added to the amount due (1) a \$50.00 late fee, (2) an additional \$15.00 late fee per day until the outstanding charges and assessments have been paid in full, and (3) the costs of collection and interest, together with actual attorney fees. Liens shall be signed and verified on behalf of the Association by any officer of the Association. The owners of a lot against which a lien has been filed shall not be entitled to vote at Association meetings until the lien has been paid in full.
- (7) Upon application by any Owner, any member of the Committee may, without calling a meeting of the Committee, provide to such Owner a statement in recordable form certifying:
  - (a) That the signer is a duly elected or appointed member of the Committee, and
  - (b) As to the existence of any unpaid assessments or other amounts due to the Association.

F. To approve any and all plans, including but not limited to house, survey, landscape, fence, exterior colors, pools, patios, and decks, submitted and perform all other duties of the Architectural Control Committee. These duties are not part of the Committee Duties until such time as Developer, at his discretion, relinquishes these duties to the Committee. Until such time, they remain the duty of the Developer and the Committee has no authority to make such approvals.

Such statement shall be binding upon the Committee and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding assessments or other amounts due to the Association.

- (8) Any lien for assessment may be foreclosed by a suit brought by the Committee, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property.

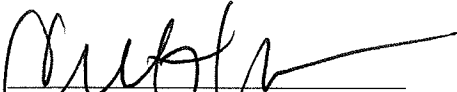
10. COMMITTEE ACTIONS

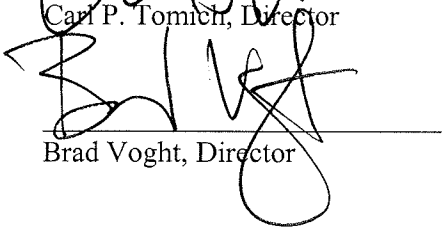
- A. Members of the Committee shall not be liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the members or agents or employees of the Committee. The Association shall indemnify and hold the members of the Committee harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.
- B. Failure of the Association or the Committee to enforce any provisions contained in this Section, upon the violation thereof, shall not be deemed to be a waiver of the rights to do so, or acquiescence in any subsequent violation.
- C. During the initial term of the Committee, the Committee shall have the power to make improvements to the Common Areas in addition to those then in existence (herein referred to as "Additional Improvement") without the written approval of Owners. After the initial term, the Committee shall not have the power to make Additional Improvements having a cost in excess of Ten Thousand Dollars (\$10,000.00) without the consent of fifty-one percent (51%) of the then-current Owners. In order to determine if said 51% limit is met, votes will only be counted if they are postmarked on or before the voting deadline.

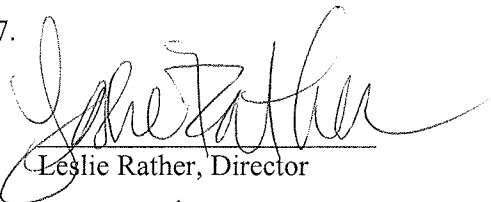
11. ASSOCIATION GENERAL

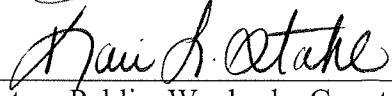
- A. Anything to the contrary contained herein notwithstanding, the Association may not, and shall not, be dissolved without the prior written consent of the Village Board of the Village of Mount Pleasant. In the event that the Association is dissolved, the duties of the Committee and the Association shall become the direct joint responsibilities of the Owners.
- B. The fiscal year of the corporation shall begin on the first day of January and end on the 31<sup>st</sup> day of December of each year.
- C. The corporation shall not have a corporate seal.

Adopted this 5<sup>th</sup> day of JANUARY, 2007.

  
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Carl P. Tomich, Director

  
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Brad Voght, Director

  
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Leslie Rather, Director

  
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Notary Public, Waukesha County, WI  
My commission expires April 22, 2012