

Return address:  
Derrick Homes, LLC  
P.O. Box 445  
1505 Hwy 65  
New Richmond, WI 54017

Parcel Identification Number(s)

**THOMPSON HEIGHTS HOMEOWNERS ASSOCIATION, INC.**  
a Wisconsin non-stock corporation

**BYLAWS**

**SECTION 1**  
**GENERAL**

1.1 The following are the Bylaws of Thompson Heights Homeowners Association, Inc., a Wisconsin non-stock corporation (the "Association"). The Association is organized for the purpose of operating and managing Lots 1 through 86 and Outlots 1 through 3 of the Plat of Thompson Heights, a residential community. Capitalized terms not defined in these Bylaws shall have the same meaning as they have in the Declaration of Protective Covenants for Thompson Heights (the "Declaration").

1.2 These Bylaws shall be deemed to be covenants running with the land that is subject to the Declaration, and shall be binding on all owners of Property (as defined in the Declaration) and their heirs, administrators, personal representatives, successors and assigns.

1.3 The Association shall be governed by these Bylaws, the Articles of Incorporation of the Association and the Declaration, as each may be amended from time to time, and any rules, regulations, and operating procedures adopted by the Association (the "Governing Documents"), either through its members or the Board. Every Lot owner shall comply strictly with the Governing Documents and any amendments thereto. Failure to comply with any of the Governing Documents is grounds for action to recover sums due for damages (and reasonable attorney fees), fines or penalties duly adopted and imposed by the Association and/or injunctive relief, maintainable by the Association or, in a proper case as permitted by these Bylaws or the Declaration, by an aggrieved Lot owner.

## SECTION 2

### PURPOSE

2.1 The primary purpose of the Association is to manage, maintain, improve and control Lots 1 through 86, and Outlots 1-3, of the Plat of Thompson Heights subdivision. The Association shall have responsibility for twin home construction and maintenance of Lots 1 through 86, and Outlots 1 through 3. In addition, the Association shall have continuing responsibility for the maintenance and improving of all erosion control and stormwater management devices shown on the plat. Storm water maintenance shall comply with the Storm Water Management Agreement, including annual inspections and findings thereof, between the Association and the City of River Falls, Wisconsin.

2.2 The Association shall have authority for creating and funding an annual budget for the Association and collecting general and special Assessments to fund the budget and other obligations of the Association. This budget shall account for and comply with the Storm Water Management Agreement between the Association and the City of River Falls, Wisconsin. The Association has the power and authority to assess all Lot owners in the subdivision for an equal share of any and all costs associated with managing, maintaining, improving and controlling Lots 1 through 86, and Outlots 1 through 3, of the subdivision and other authorized activities of the Association.

## SECTION 3

### MEMBERSHIP

3.1 Owners Defined. All persons described as Lot or Property Owners in the Declaration shall be members of the Association. No person shall be a member solely by virtue of holding a security interest in a Lot. A person shall cease to be a member at such time as that person is no longer an Owner. Each Lot owner upon acquiring a Lot automatically becomes a member of the Association upon such acquisition, and shall remain a member thereof until such time as his or her ownership of such Lot ceases for any reason, at which time his or her membership in the Association shall automatically cease

## SECTION 4

### VOTING

4.1 Entitlement. Votes shall be allocated to each Lot as provided in the Declaration. However, no vote shall be exercised as to a Lot while the Lot is owned by the Association. Each Lot shall be entitled to one vote. If title to a Lot is held by more than one person, the membership related to the Lot shall be shared by such owners in the same proportionate interest and by the same type of tenancy in which the title to the Lot is held. Voting rights may not be split but shall be exercised by one representative from each Lot, chosen by and from among the Lot owners of that Lot. The terms "owners" and "members" shall be used interchangeably throughout these Bylaws.

4.2 Voting by Proxy. An Owner may cast the vote which is allocated to the Owner's Lot and be counted as present at any meeting of the Owners by executing a written proxy naming another person entitled to act on that Owner's behalf, and delivering the same to the Secretary before the commencement of any such meeting. All proxies granted by an Owner shall remain in effect until the earliest of the following events: (i) revocation by the granting Owner by written notice or by personally attending and voting at the meeting for which the proxy is effective, (ii) eleven (11) months after the date of the proxy,

unless otherwise provided in the proxy, or (iii) the time at which the granting Owner is no longer an Owner.

4.3 **Vote Required.** A majority of the votes cast at any properly constituted meeting of the Owners shall decide all matters properly brought before the Owners, except where a different vote is specifically required by the Governing Documents. The term "majority" as used herein shall mean in excess of fifty percent (50) of the votes cast at a meeting, in person or by proxy in accordance.

## SECTION 5 MEETINGS OF OWNERS

5.1 **Annual Meetings.** An annual meeting of the Owners shall be held in each fiscal year on a date and at a reasonable time and place, designated by the Board of Directors. At each annual meeting of the Owners, (i) the Persons who are to constitute the Board of Directors shall be elected, (ii) a report shall be made to the Owners on the activities and financial condition of the Association, and (iii) any other matter which is included in the notice of the annual meeting, and is a proper subject for discussion or decision by the Owners, shall be considered and acted upon at the meeting.

5.2 **Special Meetings.** Special meetings of the Owners may be called by the President as a matter of discretion. Special meetings of the Owners shall be called by the President or Secretary within thirty (30) days following receipt of the written request of a majority of the members of the Board of Directors or of Owners entitled to cast at least twenty-five (25%) percent of all the votes in the Association. The meeting shall be held within ninety (90) days following receipt of the request. The request shall state the purpose of the meeting and the business transacted at the special meeting shall be confined to the purposes stated in the notice. The purpose for which the meeting is requested and held must be lawful and consistent with the Association's purposes and authority.

5.3 **Notice of Meetings.** At least thirty (30), but not more than sixty (60), days in advance of any annual regular, or special meeting of the Owners, the Secretary shall provide to all persons who are Owners as of the date of sending the notice, notice of the time place and agenda of the meeting, by United States mail, or by hand delivery, at the Owner's Lot address or such other address as the Owner may have designated in writing to the Secretary.

5.4 **Quorum/Adjournment.** The presence of Owners in person or by proxy, who have the authority to cast in excess of twenty percent (20) of all the votes in the Association shall be necessary to constitute a quorum at all meetings of the Owners for the transaction of any business, except that of adjourning the meeting to reconvene at a subsequent time.

5.5 **Voting Register.** The Secretary shall have available at the meeting a list of the Lot numbers, the names of the Owners, the vote attributable to each Lot and the name of the person (in the case of multiple Owners) authorized to cast the vote.

5.6 **Agenda.** The agenda for meetings of the Owners shall be established by the Board of Directors, and shall be sent to all Owners along with the notice of the meeting no later than 30 days prior to said meeting. Meeting minutes shall be made accessible to all Owners within 30 days after the said meeting has been held.

## SECTION 6 BOARD OF DIRECTORS

6.1 Number and Qualification. The affairs of the Association shall be governed by a Board of Directors. The Board of Directors shall be composed of (minimum) three (3) directors (and no more than five (5)) a majority of whom shall be Owners, or a duly authorized representative of the Owner if the Owner is a corporation, partnership, limited liability company, trust or other entity which has the capacity to hold title to real estate. Notwithstanding the foregoing, the Declarant shall comprise the Board of Directors until the Declarant, in its sole and absolute discretion, appoints a Board of Directors.

6.2 Term of Office. The terms of office of the members of the Board of Directors shall be as follows: The first terms of office of the directors shall be one year for one of the directors, two (2) years for one of the directors, and three years for one of the directors. The nominee or nominees receiving the greatest numbers of votes shall fill the longer terms. Each term of office thereafter shall be three (3) years and shall expire upon the election of a successor at a subsequent annual meeting of the Owners; provided, that a director shall continue in office until a successor is elected. A number of nominees equal to the number of vacancies, and receiving the greatest numbers of votes, shall be elected, notwithstanding that one (1) or more of them does not receive a majority of the votes cast.

6.3 Powers. The Board of Directors shall have all powers necessary for the administration of the affairs of the Association, and may exercise for the Association all powers and authority vested in or delegated to the board.

6.4 Meetings and Notices. An annual meeting of the Board of Directors shall be held promptly following each annual meeting of the Owners. At each annual meeting the officers of the Association shall be elected.

6.5 Quorum and Voting. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting thereof. A quorum, once, established, shall continue to exist, regardless of the subsequent departure of any directors. Each director shall have one (1) vote. The vote of a majority of the directors present at any meeting at which a quorum is present shall be sufficient to adopt any action. Proxies shall not be permitted.

6.6 Action Taken Without A Meeting. The Board of Directors shall have the right to take any action in the absence of a meeting which it could take at a meeting when authorized in a writing signed by all the directors.

6.7 Vacancies. A vacancy in the Board of Directors shall be filled by a person elected within thirty (30) days following the occurrence of the vacancy by a majority vote of the remaining directors, regardless of their number. Each person so elected shall serve out the term vacated.

6.8 Removal. A director may be removed from the Board of Directors, with or without cause, by a majority vote at any annual or special meeting of the Owners; provided, (i) that the notice of the meeting at which removal is to be considered states such purpose, (ii) that the director to be removed has a right to be heard at the meeting and (iii) that a new director is elected at the meeting by the owners to fill the vacant position caused by the removal. A director may also be removed by the Board of Directors if such director (i) has more than two unexcused absences from Board meetings and/or Owners meetings during any twelve month period or (ii) is more than sixty (60) days past due with respect to assessments on the director's Lot. Such vacancies shall be filled by the vote of the Owners.

6.9 Compensation. Except as authorized by a vote of the Owners at a meeting thereof, the directors of the Association shall receive no compensation for their services in such capacity. A director, or other Owner may, upon approval by the Board of Directors, be retained by the Association and reasonably compensated for goods and services furnished to the Association in an individual capacity. Directors may be reimbursed for out-of-pocket expenses incurred in the performance of their duties.

## SECTION 7 OFFICERS

7.1 Principal Officers. The principal officers of the Association shall be a President, a Vice President, and a Secretary, all of whom shall be elected as board members by the Association membership. The Association's principal officers shall elect, hire, or appoint a Treasurer, as long as this does not relieve the responsibility of the board from its financial responsibilities to the Association. The Treasurer may or may not be a member of the Board.

7.2 Election. The officers of the Association shall be elected annually by the Board of Directors at its annual meeting following the relinquishment of Declarant Control, and shall hold office at the pleasure of the Board.

7.3 Removal. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, with or without cause, and a successor elected, at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for that purpose.

7.4 Compensation. Except as authorized by a vote of the Owners at a meeting thereof, officers of the Association shall receive no compensation for their services in such capacity. An officer, or other Owner or Occupant may, upon approval by the Board of Directors; be retained by the Association and reasonably compensated for goods and services furnished to the Association in an individual capacity. Officers may be reimbursed for out-of-pocket expenses incurred in the performance of their duties.

## SECTION 8 AMENDMENTS

8.1 These Bylaws may be amended by a majority of the Lot Owners, with written approval by the Declarant if Declarant owns any Lots in the subdivision.

8.2 The undersigned hereby executes these Bylaws and certifies that they were adopted by Thompson Heights Homeowners Association, Inc., effective as of the date hereof.

Dated this 23<sup>rd</sup> day of October, 2023.

DECLARANT:

Derrick Homes, Inc

By: 

Ronald L. Derrick, Managing Member