

**1172538**

**BETH PABST**

**REGISTER OF DEEDS**

**ST. CROIX CO., WI**

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Document No.

**DECLARATION OF PROTECTIVE  
COVENANTS**

Return to:

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

*See attached*

Parcel Numbers

**DECLARATION OF PROTECTIVE COVENANTS  
FOR THE PLAT OF THOMPSON HEIGHTS**

THIS DECLARATION OF PROTECTIVE COVENANTS ("Declaration") is made effective as of October 23, 2023, by Derrick Homes, LLC, a Wisconsin limited liability company (the "Declarant").

**RECITALS:**

- A.** Declarant owns the real property described in Exhibit A attached hereto, and all lots, outlots, easements, rights and appurtenances pertaining thereto (the "Property");
- B.** Declarant intends to develop and improve the Property and such improvements may include, but are not necessarily limited to, lots for single family homes, common property, easements, infrastructure and other related improvements; and
- C.** Declarant desires to establish the covenants and restrictions herein to preserve and enhance the value, quality and character of the Property and the development as a whole.
- D.** Declarant has formed Thompson Heights Homeowners Association, Inc., a Wisconsin non-stock corporation (the "Association") to administer and enforce this Declaration after the period of Declarant control ends and to hold title to the Common Areas (as defined in Section 1(e) of this Declaration).

**DECLARATION**

The Declarant, for the benefit of the Property and its present and future owners, hereby imposes upon the Property, the following conditions, restrictions, covenants and charges, which shall run with the land and be binding upon, and inure to the benefit of the owners thereof and their heirs, successors, administrators, grantees and assigns, until January 1, 2030, after which time said covenants and this Declaration shall be automatically extended for successive periods of five (5) years each unless an instrument signed by at least seventy percent (75%) of the then Owners of the Lots (defined below) has been recorded, agreeing to change these covenants in whole or in part.

**1. Definitions.**

- (a) "Owners" shall be all persons owning a Lot within the Property.
- (b) "Architectural Review Committee" shall mean Declarant, until such time as Declarant, in its sole and absolute discretion, shall resign from the Architectural Review Committee or appoint another person or committee to serve.
- (c) "Association" shall mean the Thompson Heights Homeowners Association, Inc. (sometimes also referred to as "HOA"), an incorporated entity consisting of all Lot Owners, controlled by the Declarant until such time as Declarant determines in its sole discretion to relinquish control to such Lot Owners.

(d) “Lot” or “Lots” shall mean and refer to any one or more of the Lots identified in Exhibit A and located in the City of River Falls, State of Wisconsin, known as Lots 1 through 86, and Outlots 1 through 3, of the Plat of Thompson Heights, which shall be the land which is subject to this Declaration.

(e) Common Areas include the following:

- i. All Common Areas labeled or otherwise identified as such on the Plat of Thompson Heights and any amendments thereto (the “Plat”).
  - ii. All lawns and irrigation systems located on the Lots; the entrance monument, and retaining walls;
  - iii. All land, open spaces, parks, and improvements that are not part of a Lot; specifically including Outlot 1, Outlot 2, and Outlot 3 as shown on the Plat.
  - iv. Paved sidewalks, private streets, pedestrian trails, hiking trails, and walkways, if any, that are not part of a Lot;
  - v. Any mailbox islands designated as Common Areas by the Association; and
  - vi. Easements granted by the Declarant or Association, if any.
2. Initial Construction of Residence on a Lot. No residence or other structure shall be erected or placed on any Lot until the plans and specifications for the residence or other structure shall have been first approved in writing by the Architectural Review Committee. The plans and specifications (“Plans and Specifications”) required for review shall be those as the Architectural Review Committee may require from time to time.
3. Residential Use. No structure shall be erected, altered, placed or permitted to remain on any Lot other than twin home residences (a “Residence”) which shall be used for residential purposes only. Each Residence shall consist of at least one bedroom, at least one bathroom, a kitchen, a dining room and family room. No occupancy of any Residence shall be permitted prior to completion of the exterior thereof. Notwithstanding this, the Declarant shall be allowed and permitted to maintain a model unit upon the Lot(s) during the construction and sale period. Each Residence shall have a two-car garage.
4. Exterior. No trees over 4” in diameter are to be removed from a Lot without prior written approval of the Architectural Review Committee.
5. Garages. Any garage shall be attached to the Residence and shall be deemed to be a part of the Residence. Garages shall correspond in architectural style and finishing to the Residence. Garages shall be designed in size for no less than two automobiles. No garage shall be constructed on any Lot prior to construction of a Residence thereon. Plain concrete or asphalt 16-foot minimum drive width design is required for driveways. Driveway design shall provide sufficient concrete or asphalt surface outside of the garage door for the parking of two standard size passenger vehicles side by side. Fiberglass garage doors and murals on garage doors shall not be permitted.
6. Auxiliary Buildings. No auxiliary buildings (including without limitation solar heat gathering systems) shall be permitted on any Lot. Should solar gathering systems be

deemed allowable by ordinance and/or statute, where allowable these systems shall be allowed only upon the rear of the residence's roof.

7. Setbacks. Minimum setbacks with respect to improvements of any nature on a Lot (other than driveways, fences, walls or hedges) shall be as follows and shall comply with all local ordinances:
  - (a) As shown on the final recorded plat.
  - (b) No building is allowed outside the approved building envelope.
8. Nuisances. No obnoxious or offensive activities which are or may become an annoyance or nuisance shall be permitted on any Lot.
9. Refuse or Trash. No outside incinerators, trash burners or garbage, ashes, refuse or receptacles to store such elements shall be located within uncovered view of any Lot or placed so as to become a nuisance. Provision for the location of storage and retention of trash in sanitary containers prior to disposal thereof must be contained in the Plans and Specifications approved by the Architectural Review Committee. All such containers, if kept outside, must be in an enclosed area out of sightlines. It is not the intent of this paragraph 10 to prohibit the use of outdoor barbecues or fireplaces. Notwithstanding the foregoing, nothing contained herein shall be deemed to prohibit the temporary storage of construction materials or refuse on a Lot during the construction of improvements.
10. Animals and Livestock. No animals, rabbits, horses, cows, goats, sheep, poultry or fowl of any kind, nor any other livestock shall be permitted on any Lot, except that two dogs, cats or other household pets, not to exceed seventy-five pounds per animal, may be kept on each Lot ("Permitted Pets"). Provided, however, that such Permitted Pets shall not be kept for any commercial purpose. If any Permitted Pet requires a kennel or a fence, it must be an integral part of the Plans and Specifications approved by the Architectural Review Committee before installation.
11. Fuel and Storage Tanks. No fuel or storage tanks of any kind are allowed.
12. Gas, Electric and Water Meters. Gas, electric, and water meters shall be located away from the residence side fronting the street and obscured from direct public view.
13. Fences. No fence, wall, hedge, shrub, or other object or growing thing which obstructs sight lines at elevations between two and six feet above the roadway shall be erected, planted, or permitted in the vision triangle of corner lots. No galvanized chain link fences are allowed on any Lot. Any fence installed shall be consistent with the bordering fence in material, height, and design.
14. Antenna. Radio, satellite and television antennas must be located within the structure so as not to be visible from adjacent homes. No satellite dishes shall be permitted over 500 square inches and must be first approved by the Architectural Review Committee. Satellite dishes shall be located at the rear patio area only.

15. No Temporary Residence. No auxiliary building or other structure of a temporary nature, including without limitation trailers, basements, garages or other outbuildings located on any Lot shall be used at any time as a Residence, either temporarily or permanently.
16. In-Home Business. No businesses can be established in family residences that cause traffic congestion, car parking congestion, or similar nuisances. Any business within a Residence shall comply with all state and local statutes and ordinances.
17. Exterior Lighting. All exterior lighting must be shown on landscape or elevation plans and approved by the Architectural Review Committee as more fully described in paragraph 3 and 4 hereof. Flashing or brilliant lighting and lighting infringing on adjacent Lots shall not be permitted. Exterior lighting shall provide for illumination of exterior outlines, plant forms, entries and walks and should be concealed whenever possible. Exposed exterior lighting fixtures must conform in architectural form and scale to the Residence.
18. Landscaping. All lots shall be sodded or seeded within disturbed construction areas of the Lot at the time of substantial completion of the Residence; provided, however, that in the event such sodding or seeding cannot occur on the date of substantial completion of the Residence because the weather does not permit, then such sodding or seeding shall be completed within ninety (90) days after the weather permits such sodding or seeding to occur. All front yards must be sodded to the back of curb. Additionally, all of the following shall apply:
- a) See typical landscape plan.
  - b) Maximum of 15% of rear yard area for a vegetable garden.
  - c) All irrigation systems shall be designed to irrigate only the area for which the system is designed. Water run-off will be each Lot Owner's responsibility. Reasonable effort shall be made to contain the sprinkler system over-spray within the Owner's Lot perimeter. The HOA shall be solely responsible for any irrigation of Common Areas.
  - d) Irrigation systems shall require the use of "smart controllers".
  - e) Mailbox design shall conform to a single design approved by the Declarant and, thereafter, by the Architectural Review Committee.
19. Yard Ornaments and Flag Poles. No yard ornaments shall be permitted without the prior approval of the Architectural Review Committee. Flag poles detached from the Residence are not allowed. Flag poles attached to the Residence shall not exceed the height of the Residence. No more than two attached flag poles may be attached to the Residence at any given time. No flag shall be larger than 24 square feet in size. No flags of a commercial nature shall be flown at any time.
20. Pools. No above or below ground pools are allowed.
21. Signs and Monuments. No signs, unless allowed by applicable ordinances, laws or regulations, may be displayed to public view on any Lot, except signs not more than seven (7) feet square advertising the property for sale or rent. Any monuments erected by the HOA are exempt from this section. The HOA shall maintain and manage erected

monuments so they remain in good condition, and any efforts/costs of doing so shall be shared amongst HOA members.

22. Vehicles and Personal Property. No commercial vehicles, recreational vehicles, trucks of greater than one (1) ton capacity or larger, campers, buses converted to campers or other light vehicles shall be parked, stored or left on any Lot for more than twenty-four (24) consecutive hours in one day, except within the garage, or screened area. This prohibition shall not prohibit the parking of contractors' trucks and equipment used during the construction of improvements to any Lot or during the actual repair of the Lot. No motor vehicle which is not licensed and operable shall be parked or stored on any Lot for more than forty-eight (48) consecutive hours. No snowmobiles, boats, trailers, construction equipment, building materials or supplies, ice houses, pick-up campers or other extraneous and unsightly objects shall be stored on any Lot except that of construction equipment and building materials and supplies may be stored in a neat and orderly manner during the actual construction of improvements upon a Lot.
23. Roofs, Newspaper Delivery Boxes and Mailboxes. Roof pitch and roofing materials, newspapers delivery boxes and mailboxes shall be subject to the review and written approval of the Architectural Review Committee in accordance with paragraphs 3 and 4 thereof. Delivery Boxes and Mailboxes shall be cluster units only.
24. Subdivision of Lots. No Lot as originally platted shall be further subdivided without the prior written approval of the Architectural Review Committee.
25. Drainage and Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved on the Lots as shown on the Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may obstruct use of the easement or damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements thereon shall be maintained continuously by the owner of such Lot, except for those improvements for which a public authority or utility company is responsible.
26. Storm Water Management and Maintenance. The HOA and all Lot Owners shall adhere to and be responsible for all obligations under the "Storm Water Management and Maintenance Agreement" between the Thompson Heights Homeowners Association, Inc., and the City of River Falls, Wisconsin.
27. Violation and Rights of Parties. If any person violates any of the covenants, conditions or restrictions herein provided, it shall be lawful for any Lot Owner, the HOA or parties in interest in the above described lands to institute and prosecute proceedings at law or in equity against the persons violating, to prevent said violation, and/or to recover damages, and/or to force compliance to a provision herein, including but not limited to obtaining a restraining order and a temporary and permanent injunction to immediately stop construction until the provisions herein are complied with.
28. Removal and Abatement. The Architectural Review Committee shall have the right to order an Owner to remove or alter any structure on any Lot in violation of the terms of

this Declaration, to abate any violation of this Declaration, and to employ appropriate judicial proceedings to compel the alteration or demolition of any nonconforming construction or structure or abatement of any other violation. The Architectural Review Committee shall be entitled to recover its actual costs of pursuing enforcement, including reasonable attorney's fees and legal costs, from the Owner of the Lot in violation.

29. Severability. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Declaration is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Declaration.
30. Variance. The Architectural Review Committee shall, in its discretion, have the right to grant variances from the terms and conditions of this Declaration. No variance shall be granted until written notice has been given to all Lot Owners by certified mail at least thirty days prior to the granting of the variance. The Architectural Review Committee shall consider any written objections to the variance. In the event a majority of the record owners of the Lots object to the variance, the variance shall be denied.
31. Party Wall Agreement. An addendum to these covenants shall exist and be entered into by owners of an adjoining physical structure. Declarant is not responsible for managing, arbitrating, or enforcing party wall agreements.
32. Owner & Association Responsibilities.
  - (a) Each Lot Owner shall be responsible for insurance and all maintenance related to the owner's Lot and Residence.
  - (b) The Association shall be responsible for irrigation, trash, lawn and snow removal.
  - (c) The Association shall own all Common Areas and common Property, Outlots 1 through 3, and be responsible for maintenance, repair, and all other stated obligations set forth in this document.
  - (d) The Association, and Declarant until such time as outlined in (33) Developer Rights, shall have authority for creating and funding an annual budget for the Association. This budget shall minimally account for and comply with the Storm Water Management Agreement between the Association and the City of River Falls, Wisconsin. The Association, and Declarant until such time as outlined in (33) Developer Rights, has the power and authority to assess all Lot Owners in the subdivision for an equal share of any costs associated with owning, managing, maintaining, improving and controlling Lots 1 through 86, and Outlots 1 through 3, of the subdivision and other authorized activities of the Association.
  - (e) Declarant is not responsible for any maintenance and/or costs accrued by the Association or any Lot Owner.
33. Developer Rights. Developer hereby reserves exclusive and unconditional authority to exercise the following rights for as long as it owns a Lot or Outlot, or for such shorter period as may be specifically indicated, except as otherwise limited or restricted under the terms of this Declaration:
  - i. Complete Improvements. To complete all the Residences and other improvements to the Property, and to make improvements in the Lots and

all Common Areas, and to accommodate the exercise of any Developer rights.

- ii. Sales Facilities. To construct, operate and maintain a sales office, management office, model Lots and other development, sales and rental facilities within the Property, and within any Lots owned by Declarant from time to time, located on the Property.
- iii. Signs. To erect and maintain signs and other sales displays offering the Lots for sale or lease, in or on any Lot owned by Declarant and on the Common Property.
- iv. Easements. To have and use easements for itself, its employees, contractors, representatives, agents and prospective purchasers through and over the Property and the yard areas of the Lots for the purpose of exercising its rights under this Section.
- v. Control of Association. To control the operation and administration of the Association, including without limitation the power to appoint and remove the members of the Board, until the earliest of: (i) voluntary surrender of control by Declarant, or (ii) following the sale of the final Lot owned by Declarant in the Property.
- vi. Consent to Certain Amendments. Until such time as Declarant no longer owns a Lot or Outlot, Declarant's written consent shall be required for any amendment to this Declaration or the governing documents of the Association. The Declarant shall have the right to amend this Declaration without consent or approval by Lot Owners until Declarant relinquishes control of the Association as provided in this Section 33.



IN TESTIMONY WHEREOF, said Declarant hereto has set its hand and seal this 23<sup>rd</sup>  
day of October, 2023.

**DECLARANT:**

DERRICK HOMES, LLC

Ronald L. Derrick  
Ronald L. Derrick, President

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF ST. CROIX     )

Personally came before me this 23<sup>rd</sup> day of October, 2023, the above-named Ronald L. Derrick, to me known to be the person who executed the foregoing instrument and acknowledge the same.

**BERNADETTE L. L'ALLIER**  
Notary Public-State of Wisconsin

Bernadette L. L'Allier  
\_\_\_\_\_, Notary Public

State of Wisconsin

My commission expires: 10-23-24

## LEGAL DESCRIPTION

Lots 1 through 86 and Outlots 1, 2 and 3, Plat of Thompson Heights in the City of River Falls,  
St. Croix County, Wisconsin.

276-1169-01-000	276-1169-40-000	276-1169-65-000
276-1169-02-000	276-1169-41-000	276-1169-66-000
276-1169-03-000	276-1169-42-000	276-1169-67-000
276-1169-04-000	276-1169-43-000	276-1169-68-000
276-1169-05-000	276-1169-44-000	276-1169-69-000
276-1169-06-000	276-1169-45-000	276-1169-70-000
276-1169-07-000	276-1169-46-000	276-1169-71-000
276-1169-08-000	276-1169-47-000	276-1169-72-000
276-1169-09-000	276-1169-48-000	276-1169-73-000
276-1169-10-000	276-1169-49-000	276-1169-74-000
276-1169-11-000	276-1169-50-000	276-1169-75-000
276-1169-12-000	276-1169-51-000	276-1169-76-000
276-1169-13-000	276-1169-52-000	276-1169-77-000
276-1169-14-000	276-1169-53-000	276-1169-78-000
276-1169-15-000	276-1169-54-000	276-1169-79-000
276-1169-16-000	276-1169-55-000	276-1169-80-000
276-1169-17-000	276-1169-56-000	276-1169-81-000
276-1169-18-000	276-1169-57-000	276-1169-82-000
276-1169-19-000	276-1169-58-000	276-1169-83-000
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276-1169-23-000	276-1169-62-000	276-1169-87-000
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