

BYLAWS
TROY VILLAGE HOMEOWNERS ASSOCIATION, INC.
A WISCONSIN NON-STOCK CORPORATION

SECTION 1 – GENERAL

The following are the restated Bylaws of Troy Village Homeowners Association, Inc., a Wisconsin nonprofit corporation (hereinafter the “Association”). The Association is organized pursuant to Chapter 181 of the Wisconsin Statutes for the purpose of operating and managing Troy Village, a planned community created pursuant to the laws of Wisconsin. The terms used in these Bylaws shall have the same meaning as they have in the Declaration of Covenants and Conditions of Troy Village (hereinafter the “Declaration”).

SECTION 2 – MEMBERSHIP

- 2.1. **Owners Defined.** All persons described as 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.
- 2.2. **Registration of Owners and Occupants.** Each Owner shall register with the Secretary of the Board of Directors of the Association (“the Board”), in writing, within thirty (30) days after taking title to a Lot: (i) the name and address of the Owners and any occupants of the Lot; (ii) the nature of such Owner's interest or estate in each Lot owned; (iii) the physical address, phone numbers, and email addresses at which the Owner desires to receive notice of any meeting of the Owners; (iv) the name of the Owner, if there are multiple Owners of the Lot, who shall be authorized to cast the vote with respect to the Lot. The Owner shall have a continuing obligation to advise the Association in writing of any changes in the foregoing information. It is the Owner's sole responsibility to keep such information current with the Board Secretary. An Owner's vote on any matter will not be counted unless the Owner has complied with this section.
- 2.3. **Transfers.** The interests, rights, and obligations of an Owner in the Association may be assigned, pledged, encumbered, or transferred, but only along with and as a part of the title to the Owner's Lot or as otherwise specifically authorized by the Governing Documents or by law.
- 2.4. **Homeowner Privacy.** Lot owners are not entitled to receive personal information of other Owners, including but not limited to emails and phone numbers.

SECTION 3 – VOTING

- 3.1. **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.
- 3.2. **Authority to Cast Vote.** At any meeting of the Owners, an Owner included on the voting register, or the holder of such Owner's proxy, shall be entitled to cast the vote which is allocated to the Lot owned by the Owner. If there is more than one Owner of a Lot, only one of the Owners may cast the vote. If the Owners of a Lot fail to agree as to who shall cast the vote, or fail to register, the vote shall not be cast.
- 3.3. **Available Options for Voting.** Subject to all requirements including notice requirements, the following are all options available to cast a vote:
 - A. In person. In person voting at all meetings.

- B. Voting by Proxy. An Owner may cast the vote which is allocated to the Owner's Lot 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.
- C. Voting by Mail. The vote on any issue may be done by USPS mail.
- D. Voting by Email. The vote on any issue may be done by email.
- E. Electronic Voting. The Board is authorized to implement electronic voting (through a website, e.g.), utilizing a reliable platform that is designed for such voting. Such platform must be able to verify that (i) the Owner is the person casting the vote and (ii) only one vote per Lot is cast.

3.4. Notice and Voting Period. The Board shall set the time for the return of ballots, which shall not be less than fifteen (15) nor more than thirty (30) days after the date of mailing of the ballots to the Owners. The Board shall provide notice of the results of the vote to the Owners within ten (10) days after the expiration of the voting period.

3.5. Vote Required. A majority of the votes cast as prescribed under this Section shall decide all matters properly brought before the Owners. The term "majority" as used herein shall mean in excess of fifty percent (50%) of the votes cast, in accordance with the allocation of voting power set forth in the Declaration. Cumulative voting shall not be permitted.

3.6. Minimum Vote Required. In order for any vote of the Association Owners to be binding and take effect, no less than thirty-three percent 33% of all of the Owners of the Association must participate in the vote, otherwise such action shall not be binding and shall not take effect.

3.7. Verification Required. The Board is responsible for verifying, in exercising any voting options, that (i) the Lot Owner's identity is confirmed and (ii) only one vote per Lot is cast.

SECTION 4 – MEETINGS OF OWNERS

4.1. Place. Meetings of the Owners shall be held at the Troy Burne Clubhouse, when available. When the Clubhouse is not available, the Board shall designate a publicly accessible place located in the Town of Troy, City of River Falls or City of Hudson.

4.2. Annual Meeting and Annual Report. Under Wisconsin Statute, an annual meeting of the Owners is required and shall be held on a date, time, and place designated by the Board. Under Wisconsin Statute, an officer shall report on the activities and financial condition of the Association. The Board shall prepare an annual report on behalf of the Association to be presented at the Annual Meeting.

4.3. 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 or of Owners entitled to cast at least twenty-five percent (25%) 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 under the Governing Documents.

- 4.4. **Notice of Meetings.** At least twenty-one (21), but no more than thirty (30) days in advance of any annual meeting of the Owners, and at least seven (7), but no more than thirty (30) days in advance of any special meeting of the Owners, the Secretary shall send, 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, by hand delivery, or by email at the Owner's Lot address or to such other address as the Owner may have designated in writing to the Secretary. Notice of meetings to vote upon amendments to the Articles of Incorporation shall also be given separately to each officer and director of the Association.
- 4.5. **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.
- 4.6. **Agenda.** The agenda for meetings of the Owners shall be established by the Board, consistent with the Governing Documents, and shall be sent to all Owners along with the notice of the meeting.

SECTION 5 – BOARD

- 5.1 **Number and Qualification.** The affairs of the Association shall be governed by a Board of Directors (the Board). Pursuant to Wisconsin law, the Board can have no less than 3 members at any time. The maximum number is 5. All Lot Owners are eligible and qualify, so long as such Lot Owner is not delinquent in any Association Assessments.
- 5.2 **Term of Office.** The terms of office of the members of the Board shall be two-year terms, beginning in January.
- 5.3 **Nominations.** Board nominations can be submitted to the Board at any time.
- 5.4 **Powers.** The Board 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 Association (and not expressly prohibited or reserved to the Owners) by law or by the Governing Documents. The powers of the Board shall include, without limitation, the power to:
 - A. Adopt, amend, and revoke Rules and Regulations not inconsistent with the Governing Documents, as follows:
 - (i) regulating the use of the Common Elements;
 - (ii) regulating the use of the Lots, and the conduct of Owners and occupants, which may jeopardize the health, safety, or welfare of other Owners and occupants, which involves noise or other disturbing activity, or which may damage the Common Elements or other lots;
 - (iii) regulating or prohibiting animals;
 - (iv) regulating changes in the appearance of the Common Elements and conduct which may damage the Common Elements;
 - (v) regulating the exterior appearance of the Lots as provided in the Covenants, including, for example, signs and other displays, regardless of whether inside a Lot;
 - (vi) implementing the Governing Documents, and exercising the powers granted in this Section; and
 - (vii) otherwise facilitating the operation of the Association.

- B. Adopt and amend budgets and revenues, expenditures and reserves, and levy and collect assessments for Common Expenses from Owners.
- C. Hire and discharge managing agents and other employees, agents, and independent contractors.
- D. Institute, defend, or intervene in litigation or administrative proceedings
 - (i) in its own name on behalf of itself or two (2) or more Owners on matters affecting the Common Elements or other matters affecting the Association, or,
 - (ii) with the consent of the Owners of the affected Lots on matters affecting only those Lots.
- E. Make contracts and incur liabilities.
- F. Regulate the use, maintenance, repair, replacement, and modification of the Common Elements and the Lots.
- G. Cause improvements to be made as a part of the Common Elements.
- H. Acquire, hold, encumber, and convey in its own name any right, title or interest to real estate or personal property, subject to the requirements of the laws of Wisconsin for the conveyance or encumbrance of the Common Elements.
- I. Grant public utility easements through, over or under the Common Elements, and, subject to approval by vote of the Owners, grant other public or private easements, leases, and licenses through, over or under the Common Elements.
- J. Impose and receive any payments, fees, or charges for the use, rental, or operation of the Common Elements, other than Limited Common Elements, and for services provided to Owners.
- K. Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Governing Documents and the Rules and Regulations.
- L. Impose reasonable charges for the review, preparation, and recordation of amendments to the Declaration or Bylaws, statements of unpaid assessments, or furnishing copies of Association records.
- M. Provide for the indemnification of its officers and directors and maintain directors and officers liability insurance.
- N. Provide for reasonable procedures governing the conduct of meetings and the election of directors.
- O. Appoint, regulate, and dissolve committees.
- P. Exercise any other powers conferred by law or the Governing Documents, or which are necessary and proper for the governance of the Association.
- Q. Exercise the power and administer the duties provided for in the Declaration of Covenants, Conditions and Restrictions of Troy Village, to include causing enforcement and remedy for violations thereof, and to include assessment of costs for the remedy to the Lot(s) requiring the remedy, as well as reasonable attorney's fees.
- R. Exercise the powers and enforce the rights of the Owners as provided in the Declaration of Golf Course Covenants, Conditions and Easements, as well as reasonable attorney's fees.

5.5 Meetings. Board meetings shall occur at least quarterly.

5.6 Quorum and Voting. A majority of the members of the Board shall constitute a quorum for the transaction of business at any meeting thereof.

5.7 Action Taken Without a Meeting. The Board shall have the right to take any authorized action in the absence of a meeting so long as the action is agreed to in writing by all Directors.

5.8 Vacancies. A vacancy in the Board shall be filled by the Board.

5.9 Removal. A director may be removed from the Board with or without cause, by either an affirmative of all other Directors, or 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 if such director; (i) has more than two (2) unexcused absences from Board meetings and/or Owners meetings during any twelve (12) 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 as previously provided in this Section.

5.10 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 or occupant may, upon approval by the Board, 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.

5.11 Fidelity Bond. Fidelity bonds or insurance coverage for unlawful taking of Association funds shall be obtained and maintained as provided in the Declaration on all directors and officers authorized to handle the Association's funds and other monetary assets.

SECTION 6 – OFFICERS

6.1 Officers. The officers of the Association shall be a President, a Secretary, a Treasurer, an Architectural Review Committee Chairperson and a Maintenance Superintendent, all of whom shall be members of the Board and elected by the Board.

6.2 Election. The officers of the Association shall be elected annually by the Board and shall hold office at the pleasure of the Board. Election or appointment shall not of itself create contract rights.

6.3 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, or at any special meeting of the Board called for that purpose. The removal of an officer shall be without prejudice to the contract rights, if any, of the officer removed.

6.4 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Board and the Association. The President shall have all of the powers and duties which are customarily vested in the office of president of a corporation, including without limitation, the duty to supervise all other officers and to execute all contracts and similar obligations on behalf of the Association. In addition, the President shall also collate and assess all covenant violations, as per the Declaration of Covenants, Conditions and Restrictions, so that the Board can determinate appropriate action. The President shall have such other duties as may from time to time be prescribed by the Board.

6.5 Secretary. The Secretary shall be responsible for recording, saving, and publishing the minutes of all meetings of the Board and records of the Association. The Secretary shall have such other duties as may from time to time be prescribed by the Board.

6.6 Treasurer. The Treasurer shall have responsibility for all financial assets of the Association and shall be covered by a bond or the insurance in such sum and with such companies as the Board may require. The Treasurer shall be responsible for keeping the Association's financial books, assessment roles, and accounts. The Treasurer shall cause the books of the Association to be kept in accordance with customary and accepted accounting practices and shall submit them to the Board for its examination upon request. The Treasurer shall cause all monies and other monetary assets of the Association to be deposited in the name of or to the

credit of the Association in depositories designated by the Board, shall cause the funds of the Association to be disbursed as ordered by the Board and shall perform all other duties incident to the office of Treasurer. The Board may delegate the Treasurer's administrative functions to a managing agent, provided that such delegation shall not relieve the Treasurer of the ultimate responsibility for the Treasurer's duties.

- 6.7 Architectural Review Committee Chairperson. The Architectural Review Committee Chairperson shall be responsible for leading the Architectural Review Committee (ARC) as further described in the Covenants.
- 6.8 Maintenance Superintendent. The Maintenance Superintendent shall be responsible for preserving and maintaining the Association's common areas and physical assets. The Maintenance Superintendent shall negotiate vendor contracts and oversee maintenance and repairs while working within the annual budget. The Maintenance Superintendent will conduct regular inspections in order to assess and/or prevent damage and maintain the common areas within the proscribed long-term plan.
- 6.9 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, 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 7 – ASSESSMENTS

- 7.1 Assessment Procedures. The Board shall, at least thirty (30) days prior to the first day of the Association's fiscal year, prepare a budget of Common Expenses for the Association and assess and levy such Common Expenses against the Lots according to their respective Common Expense liability as set forth in the Declaration, and provide the same to the owners by mail or email. Payment of assessments, default in payment of assessments, and foreclosure of liens are provided for in the Covenants.

SECTION 8 – AMENDMENTS

These Bylaws may be amended, and the amendment shall be effective upon the satisfaction of the following conditions:

- 8.1 Approval. The amendment must be approved by Owners who have authority to cast in excess of fifty percent (50%) of the total votes in the Association, in writing or at a duly held meeting of the Owners.
- 8.2 Notice. A copy of the proposed amendment and, if a meeting is to be held, notice of such meeting, shall be mailed by U. S. Mail, emailed, or hand delivered, to all Owners authorized to cast votes.
- 8.3 Effective Date. Recording. The amendment shall be effective on the date of approval by the required vote of the Owners and need not be recorded.

SECTION 9 – INDEMNIFICATION

The Association shall, to the extent the alleged liability is not covered by insurance, indemnify every individual acting in any official capacity on behalf of the Association, pursuant to the provisions of Chapter 181 of the Wisconsin Statutes.

SECTION 10 – MISCELLANEOUS

10.1 Notices. Unless specifically provided otherwise in Chapter 181 of the Wisconsin Statutes, the Declaration or these Bylaws, all notices required to be given by or to the Association, the Board, the Association officers or the Owners or occupants shall be in writing and shall be effective upon hand delivery, emailing or mailing if properly addressed with postage prepaid and deposited in U.S. Mail, except that registrations pursuant to Section 2.2 shall be effective upon receipt by the Association.

10.2 Severability. The invalidity or unenforceability of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws.

10.3 Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way limit or proscribe the scope of these Bylaws or the intent of any provisions hereof.

10.4 Conflicts in Documents. In the event of any conflict among the provisions of Chapter 181 of the Wisconsin Statutes, the Declaration, the Bylaws or Rules and Regulations, Chapter 181 of the Wisconsin Statutes shall control unless it permits the documents to control. As among the Declaration, Bylaws and Rules and Regulations, the Declaration shall control, and as between the Bylaws and the Rules and Regulations, the Bylaws shall control.

10.5 Waiver. No restriction, condition, obligation, or provisions contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

10.6 No Corporate Seal. The Association shall have no corporate seal.

10.7 Fiscal Year. The fiscal year of the Association shall be as determined by the Board.

10.8 Records. Record retention and the associated responsibilities shall be as agreed to between the President, Secretary and Treasurer. Member record review request rights are limited to the minimum requirements under Wisconsin Law.

10.9 Notice and Voting Rights of Eligible Mortgagees Removed. References to “Eligible Mortgages” has been removed. Mortgagee’s rights are governed separately by Wisconsin law.

IT IS SO AGREED

[signature page follows]

THESE BYLAWS were approved by a majority of the Lot owners, during a voting period held from _____ - _____, with a final vote being:

Total Lot Owners: _____.
Votes In Favor: _____.
Votes Opposed: _____.
Abstentions or vote-not-cast: _____.
Approval percentage: _____.

IN WITNESS WHEREOF, the said Troy Village Homeowners Association has caused this document to be executed the day and year first written below.

Dated this _____ day of _____, 2024.

TROY VILLAGE HOMEOWNERS ASSOCIATION, INC.

By _____
Its President

Originally adopted: May 27, 1997