

816569

KATHLEEN H. WALSH  
REGISTER OF DEEDS  
ST. CROIX CO., WI

RECEIVED FOR RECORD

01/17/2006 02:15PM

COVENANTS  
EXEMPT #

REC FEE: 41.00  
TRANS FEE:  
COPY FEE:  
CC FEE:  
PAGES: 10

Document Number

Document Title

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR: HILLS OF TROY

THIS PDF HAS BEEN  
ANNOTATED TO CLEARLY  
INDICATE TO OWNERS  
WHICH SECTIONS HAVE  
BEEN AMENDED

Recording Area

Name and Return Address

2079595

PIN # 040-1044-10-050, 040-1047-60-100, 040-1047-70-050, 040-1047-70-000, 040-1047-80-000, 040-1047-20-000,  
040-1047-30-000, 040-1047-50-000, 040-1047-80-000

"THIS PAGE IS PART OF THIS LEGAL DOCUMENT - DO NOT REMOVE"

*This information must be completed by submitter: document title, name and return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or maybe placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96*

**DECLARATION OF COVENANTS,**

**CONDITIONS AND RESTRICTIONS FOR:**

**HILLS OF TROY**

**DIRECTORY**

<b><u>ITEM</u></b>	<b><u>PAGE</u></b>
1.A. Declaration .....	4
1.B. Amendments.....	4
2. Introduction and Intent .....	4
3. Use.....	4
4. Common Area Outlots.....	4
5. Standards .....	4
6. Architectural Review Committee (ARC) .....	5
7. Guidelines and Procedures .....	5
8. Architectural Approvals of Home Plans, Site Plan and Landscape Plan.....	5
8.A. Submittals Required .....	5
8.A.1. Home Plans .....	5
8.A.2. Site Plans .....	5
8.A.3. Specifications and Exterior Colors.....	5
8.A.4. Landscape Plans .....	5-6
8 A.5. Landscape Irrigation.....	6
8.A.6. Landscape Deposit .....	6
8.A.7. Design Review Fee.....	6
8.B. Approval of Plans.....	6
8.C. Written Form.....	6
8.D. Pre-Approval .....	6
8.E. Access for Inspection .....	6
8.F. 1-Year Approval.....	6
8.G. Waiver of Standards .....	6
8.H. Failure to Submit .....	6
8.I. Obligation to Approve Plans .....	6
8.J. Estoppel Certificate .....	7
9. Post-Sale Review by Architectural Review Committee (ARC) and Post-Sale Landscaping .....	7
10. Criteria for the Approval of Homes and Other Improvements Before Construction .....	7
10.A. Architectural Style.....	7
10.B. Fences.....	7
10.C. Exterior Siding .....	7
10.D. Utility Meters, Air Conditioners and Mechanical Equipment.....	7
10.E. Accessory Structures .....	8
10.F. Exterior Home Lighting .....	8
10.G. Driveways, Culverts and Related Landscaping.....	8
10.H. Garage Orientation .....	8

10.I.	Limits of Lot Clearing and Tree Removal.....	8
11.	Approval of Home Builder (General Contractor).....	8
12.	Construction Guidelines, Rules and Requirements .....	8
12.A.	Construction Time Table and Re-Acquisition Option.....	8
12.B.	Incomplete Construction .....	9
12.C.	Use and Temporary Structures .....	9
12.D.	Erosion Control .....	9
12.E.	Clean Sites.....	9
12.F.	Lot Grading .....	9
12.G.	Lot Corners.....	9
12.H.	Protection of On-Site Sewage Treatment Areas.....	9
12.I.	Miscellaneous and General Practices .....	10
13.	Pets and Animals .....	10
14.	Storage Tanks.....	10
15.	Temporary Structures.....	10
16.	Parking and Storage of Vehicles and Exterior Storage .....	10
17.	Signs.....	11
18.	Utility and Drainage Easements .....	11
19.	Garage and Refuse Storage and Disposal.....	11
20.	Lot Maintenance.....	11
21.	Mailboxes .....	11
22.	Fire Numbers.....	11
23.	Declarant Development Activity .....	11
24.	Reservation for Soils .....	11
25.	Tree Trimming on Common Area Outlots .....	12
26.	Subjecting of Additional Property to Declaration .....	12
27.	Homeowners' Association .....	12
28.	Violation and Rights of Parties.....	12
29.	Nuisances .....	12
30.	Non-Liability .....	12
30.A.	The Architectural Review Committee (ARC).....	12
30.B.	The Architectural Review Committee (ARC) and Declarant.....	13
31.	Enforcement .....	13
32.	Mergers.....	13
33.	Association Acts through Board.....	13
34.	Severability.....	13
35.	Declarant's Joinder.....	13
36.	Notices.....	13
37.	Captions.....	13
Exhibit A	Legal Description.....	15

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HILLS OF TROY

---

## 1. A. DECLARATION

Troy Development Corporation, hereinafter "Declarant," for the benefit of the land described on Exhibit "A" and its present and future Lot Owners, hereby impose upon the land above described the following conditions, restrictions, covenants and design guidelines, which shall run with the land and be binding upon and inure to the benefit of the Lot Owners thereof, their heirs, successors, administrators, grantees and assigns until January 1, of the year 2030, after which time said covenants shall be automatically extended for successive period of twenty (20) years each unless amended by a majority (51%) of the then Owners of the Lots agreeing to change these covenants in whole or in part.

Lots 28, 60, 61 and 62 of the plat of the Hills of Troy are specifically excluded from these covenants and from the Hills of Troy Homeowners' Association, Inc. membership.

## B. AMENDMENTS

These covenants and restrictions may be amended from time to time by majority vote of the Lot Owners; provided, however, that as long as Declarant is the Owner of any Lot, the written consent of Declarant to any such amendment shall be required before any such amendment shall become effective. Until such time as a majority of the Lots are owned by individual Lot Owners (and not by the Declarant), any material change to these restrictive covenants which in any way may have the potential to adversely affect the aesthetic, economic or property value expectations of individual Lot Owners (other than those of the Declarant) shall be void and of no effect unless said changes have first received Town Board approval.

Notwithstanding the above, Declarant may at its sole discretion re-plate Outlot 3 and Outlot 7 of the Hills of Troy into residential lots and common area outlots. Upon re-plating of Outlot 3 and Outlot 7, or parts thereof, unless limited by Declarant, the newly created residential lots and common area outlots shall automatically become a part of the Hills of Troy Homeowners' Association, Inc. and be bound by these Declarations of Covenants, Conditions and Restrictions without further approval or action of any kind.

Additionally, Declarant reserves the exclusive right to plat all that part of the Southwest ¼ of the Northwest ¼, the Southeast ¼ of the Northwest ¼ and the Southwest ¼ of the Northeast ¼ of Section 11 lying Southwesterly of the centerline of Coulee Trails, Town of Troy, St. Croix County, Wisconsin into residential lots and common area outlots and upon Declarant's platting of said property, unless limited by Declarant, the newly created residential lots and common area outlots shall automatically become a part of the Hills of Troy Homeowners' Association, Inc. and be bound by these Declaration of Covenants, Conditions and Restrictions without further approval or action of any kind.

## 2. INTRODUCTION AND INTENT

The community of Hills of Troy possesses unique and special characteristics such as unique topography offering spectacular views, significant existing trees and plant life, special landscaping and other man-made features. It is the intent of these covenants, conditions, restrictions and design guidelines to preserve these special attributes and to create and preserve an aesthetically pleasing residential neighborhood and enhance and protect the special living environment of Hills of Troy.

## 3. USE OF RESIDENTIAL LOTS

Lots, other than those encumbered by a Conservation Easement, shall be used ONLY for single family dwellings with garages, either attached or detached, the architecture of which shall be compatible with the dwelling. All properties shall have at least a (2) car attached garage included in the initial phase. This provision shall not prevent the use of a room or suite on the premises for an office or studio by the occupant of the dwelling. Residential lots specifically exclude outlots. Additional uses may be authorized at the sole discretion of the ARC on those lots encumbered by the Conservation Easement (and any Amendments thereto) of record in favor of the Town of Troy. The additional uses authorized by the ARC on said lots shall be limited to those uses authorized in the Conservation Easement and shall also require specific approval from the ARC on an individual use basis.

## 4. COMMON AREA OUTLOTS

The common area outlots of the plat of Hills of Troy shall not be further subdivided and shall not be used or sold for residential construction or permanent occupancy except as provided in 1B above. The common area outlots shall be owned and maintained by the Hills of Troy Homeowners' Association, Inc., as provided in the Bylaws for the Association.

Initial common area outlots include Outlots 1, 2, 4, 5, 6 and 8. The ownership of Outlot 3 and Outlot 7 are reserved by Declarant for future platting into additional Hills of Troy residential lots and common area outlots and are not themselves common area outlots.

## 5. STANDARDS

All uses of the Lots shall, as a minimum, comply with the zoning and other applicable ordinances and regulations of the Town of Troy, the county and the State. The standards herein contained shall be considered as requirements in addition to said zoning and other applicable ordinances and regulations. If a conflict arises between the standards herein contained and Town, County and State ordinances and regulations, the stricter standards shall be imposed.

## **6. ARCHITECTURAL REVIEW COMMITTEE (ARC)**

As provided herein, there shall exist an Architectural Review Committee, hereinafter "ARC". The purpose of the ARC is to evaluate each proposed home and amenity design for appropriateness to its own Lot and the surrounding property and any other purpose as further enumerated herein. Until the conveyance of the last Lot by Declarant, or its successors and assigns, to Lot Owners who reside or will reside in dwellings constructed on said Lot, the ARC shall consist of Declarant and/or any persons designed by Declarant in its sole discretion. Upon the conveyance of the last Lot of Hills of Troy (including subsequent additions thereto) owned by Declarant, or its successors and assigns, to Lot Owners who reside or will reside in dwellings constructed on said Lot, the ARC shall be composed of the Board of Directors of Hills of Troy Homeowners' Association, Inc. ("Board"), or of three (3) or more representatives appointed by the Board. Members of the ARC may receive compensation for services rendered to the Association, and may be reimbursed by the Association for actual expenses incurred in the performance of their duties. The ARC is authorized, in its sole discretion, to obtain the advice of an architect, engineer or other professional planner to assist it in the exercise of its duties. The duties of the ARC shall be those specified in the Bylaws and in this Declaration. With the consent of the Board, the ARC may delegate, in its sole discretion, with respect to a Lot or group of Lots designated by the ARC, some or all of its architectural review duties pertaining to such Lots to a Designated Committee.

## **7. GUIDELINES AND PROCEDURES**

With the consent of the Board, the ARC may enact, amend and revise, from time to time, written guidelines and procedures in connection with the performance of its duties pertaining to the subject property. Such guidelines and procedures shall be consistent with the rights and duties established in this Declaration and the Bylaws. So long as Declarant shall be a member of the ARC, such amendments and revisions to the written guidelines and procedures shall be effective upon enactment by the ARC. Upon the conveyance of the last Lot of Hills of Troy (including subsequent additions thereto) owned by Declarant, or its successors and assigns, to Lot Owners who reside or will reside in dwellings constructed on said Lot, and if Declarant is not then a member of the ARC, such written guidelines and procedures shall remain in affect subject to subsequent amendment or revision by the ARC, which subsequent amendments or revisions shall be effective upon approval by the Board. Until such time as a majority of the Lots are owned by individual Lot Owners (and not by the Declarant or by Troy Development Corporation), any material change to the Guidelines and Procedures which in any way may have the potential to adversely affect the aesthetic, economic or property value expectations of individual Lot Owners (other than those of the Declarant or of Troy Development Corporation) shall be void and of no effect unless said changes have first received Town Board approval. Such written guidelines and procedures may provide for a reasonable fee to be charged by the Declarant or the Association prior to review by the ARC of any request for review by any Owner of any Lot.

## **8. ARCHITECTURAL APPROVALS OF HOME PLANS, SITE PLAN AND LANDSCAPE PLAN**

No building or other site improvement shall be constructed, placed, remodeled or altered on any Lot until the building plans, site plan, landscape plan, exterior colors and materials, and all other improvement plans, as further defined below, have been approved in writing by the ARC.

Said approval shall pertain to the suitability, quality and harmony of materials and exterior colors, the suitability and harmony of external design and placement of buildings on the Lot, finished grades, landscaping quality and design, and drainage, as each pertain and relate to existing structures and/or conformance to guidelines contained herein and the intentions of the Declarant.

The ARC herein reserves the absolute right to deny approval of a proposed house plan due to similarity to other existing structures and/or non-compatibility or non-compliance with any guidelines of Declarant, or other guidelines contained herein.

**A. SUBMITTALS REQUIRED** - For approval of any and all Lot improvements, complete plans and specifications shall be submitted to the ARC for review.

**1. HOME PLANS** - All structure plans shall include complete front elevation and floor plan drawings to a scale not less than 1/4" equals one foot and side and rear elevation drawings to a scale of not less than 1/8" equals one foot.

**2. SITE PLANS** - A site plan drawn to a scale of one inch equals 30 feet shall be submitted. The site plan shall show Lot lines, road frontages, set backs, easements, structure location, existing and proposed elevations, well and septic system locations, drainage plans, driveways and any other significant improvements such as patios, decks, swimming pools, kennels, etc. The site plan must also show the location of existing major trees and tree lines as well as the limits of intended tree clearing. St. Croix County has an ordinance and a policy requiring, avoiding or minimizing the disturbance of slopes of 20% or greater. Declarant has complied with such ordinance and policy. The site plan must reflect any proposed disturbances of slopes of 20% or greater and if such is proposed, Lot Owner must apply for and obtain County approval. To obtain such approval a Lot Owner must apply to the Zoning Office of St. Croix County to receive a special exception permit pursuant to County Ordinance and policy. The minimum side building setback required by the Town of Troy is 25 feet or may be reduced to 10 feet if the distance to the nearest building on the adjoining Lot is 50 feet or more. Any side yard setback of less than 25 feet must be approved by the ARC, which approval may be denied at the absolute discretion of the ARC.

**3. SPECIFICATIONS AND EXTERIOR COLORS** - Specifications shall be submitted sufficiently defining all exterior finishing materials, including siding, soffits, fascia, trim, roofing materials, stone, stucco and brick and other masonry products. All exterior improvements and finishes shall be defined, including exterior deck materials, including garage door type. Color samples shall be provided for all exterior finishes.

**4. LANDSCAPE PLANS** - Each Lot shall have a complete and comprehensive landscaping plan. Each Lot shall have a budget for exterior landscaping of not less than \$10,000.00. This landscape budget shall be exclusively for landscape plantings and shall not

**See Amendment for Section 8.A.4**

include items such as retaining walls, patios, top soil, sod, seed, irrigation systems, or final grading. The landscape budget also shall not include landscaping required by the Declarant or ARC for the purpose of mitigating architectural shortcomings of a home design. Prior to the refund of the landscape deposit required hereunder, all disturbed Lot areas must be re-established with top soil and seeded or sodded. All landscaping must be completed within fifteen (15) months from the start of construction on a Lot.

5. **LANDSCAPE IRRIGATION** - Each lot shall include an underground landscape irrigation system installed with the initial landscaping. All improved lot areas visible to the public shall have irrigation coverage.

6. **LANDSCAPE DEPOSIT** - At the time of closing, each Lot Owner shall deposit with Declarant a landscape deposit of \$3,000.00. The landscape deposit shall be released to Declarant for its general use and shall not be placed into escrow and will not earn interest. Upon the Lot Owner completing all required landscaping and landscaping irrigation approved by Declarant on the landscape plans as defined above, Declarant shall refund to Lot Owner the \$3,000.00 landscape deposit. In the event the Lot Owner does not complete the required landscaping within 15 months from start of construction, Declarant may at its discretion, construct said landscaping improvements, hold Lot Owner responsible for payment of the costs thereof and apply the landscape deposit toward the costs thereof, or declare the Lot Owner in default of these Covenants and retain the landscape deposit as liquidated damages. Any amounts which remain unpaid to Declarant for the construction of the landscape improvements within 60 days following notice to Lot Owner shall be assessed against the lot and collected as a special assessment.

7. **DESIGN REVIEW FEE** - For review of the initial construction plans for improvements on each Lot, a check labeled "Design Review Fee" in the amount of \$300.00 must accompany the submittals and be made out to the party designated by the ARC. Additional Design Review Fees may be charged where more than average design consultation is required. The amount of the base Design Review Fee may be changed by the ARC from time to time to reflect actual costs of design review services.

To assist the ARC in its evaluation of the submittals, the Lot Owner shall, if requested, provide preliminary staking at the locations of the corners of the residence or major improvements and at such other locations as the Committee may request

B. **APPROVAL OF PLANS** - The above plans (hereinafter "Plans and Specifications") may be submitted in whole or separately for approval. The ARC shall have thirty (30) days from the date of receipt of submittals, to approve, approve with conditions, or disapprove items submitted. In the event the ARC fails to approve, approve conditionally or disapprove of said submittals within thirty (30) days, said submittals shall be deemed approved.

C. **WRITTEN FORM** - All requests for approval, all document submittals and all communications with the ARC shall be in written form unless waived at the sole discretion of the ARC.

D. **PRE-APPROVAL** - The ARC may determine to approve certain design plans in advance, and in connection with such approval, the ARC shall indicate which of the specific requirements are deemed approved with respect to proposed structures or other improvements to be constructed in specific accordance with said pre-approved design plans.

E. **ACCESS FOR INSPECTION** - The ARC may enter any Lot for the duration of any construction to inspect for compliance with approved plans and specifications, and give notice if non-compliance is found. The ARC's access and inspection shall be limited to exterior areas. Absence of inspection or absence of notice of non-compliance by the ARC does not constitute approval of work in progress or compliance with these covenants, or the compliance with approved plans and specifications.

F. **1-YEAR APPROVAL** - Upon receipt of approval from the ARC, the Lot Owner shall satisfy all conditions thereof and commence the construction, reconstruction, refinishing, alterations, or other work pursuant to the approved drawings within one (1) year from the date of such approval. If the Lot Owner shall fail to comply with this paragraph, any approval given shall be deemed revoked unless, upon the written request of the Lot Owner made to the ARC prior to the expiration of said one (1) year period and upon a finding by the ARC that there has been no change in circumstances, the time for such commencement may be extended in writing by the ARC.

G. **WAIVER OF STANDARDS** - The ARC reserves the right to waive or vary any of the procedures or standards set forth herein at its discretion. Until such time as a majority of the Lots are owned by individual Lot Owners (and not by the Declarant), any material change to the procedures and standards which in any way may have the potential to adversely affect the aesthetic, economic or property value expectations of individual Lot Owners (other than those of the Declarant) shall be void and of no effect unless said changes have first received Town Board approval.

H. **FAILURE TO SUBMIT** - Failure to submit Plans and Specifications to the ARC as provided for herein, shall constitute grounds for a suit to enjoin any construction or other improvements on a Lot. The prevailing party in any such action brought to enforce this paragraph shall be entitled to recover from the other reasonable attorney's fees together with all necessary costs and disbursements incurred in connection therewith.

I. **OBLIGATION TO APPROVE PLANS** - After sale of 100% of the Lots affected by this Declaration to Lot Owners who reside in dwellings constructed on said Lots, the Declarant shall continue to have authority regarding architectural approvals until January 1, 2015, but shall have no responsibility or obligation with respect to any request for architectural approvals unless the Declarant affirmatively consents to consider such a request.



J. **ESTOPPEL CERTIFICATE** - Within thirty (30) days after written demand therefore is delivered to the ARC by any Lot Owner, and upon payment therewith to the ARC of a reasonable fee from time to time to be fixed by it, the ARC shall provide, in recordable form, an estoppel certificate that states as of the date thereof either (a) all improvements and other work completed upon said Lot complies with design guidelines and the Declaration, or (b) such improvements and/or work do not so comply, in which event, the certificate shall also (1) identify the non-complying improvements and/or work and (2) set forth with particularity the case or causes for such non-compliance. Any purchaser from the Lot Owner or mortgagee or other encumbrancer shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, the ARC, Declarant, all Lot Owners and other interested persons, and such purchaser, mortgagee or other encumbrancer.

9. **POST-SALE REVIEW BY ARCHITECTURAL REVIEW COMMITTEE (ARC) AND POST-SALE LANDSCAPING**

After completion of construction of the initial approved improvements on any Lot, no additional building, fence, wall, patio or other structure or improvement shall be commenced, erected or maintained upon such Lot, nor shall any exterior addition or change or alteration to any residence located thereon be made, nor shall any additional landscaping or re-grading of such Lot occur, until a complete set of the plans and specifications showing the nature, kind, shape, materials, colors and location of the same shall have been submitted to and approved by the ARC. All Plans and Specifications submitted shall be in the form described in Section 8 hereinabove. In the event the ARC fails to approve, approve conditionally or disapprove such Plans and Specifications within thirty (30) days after said Plans and Specifications have been submitted to it, approval will not be required and this paragraph 9 shall be deemed to have been fully complied with. In the event any changes or modifications are required from the initial set of Plans and Specifications, then a full and complete set of revised Plans and Specifications shall be required to be submitted reflecting such changes, and the same thirty (30) day approval period described in the immediately preceding sentence shall be applicable to said revised Plans and Specifications. All Plans and Specifications approved by the ARC shall be kept on file for future reference. Failure to submit Plans and Specifications to the ARC as provided for herein shall constitute grounds for a suit to enjoin or reverse any such addition or change. The prevailing party in any such action brought to enforce this Paragraph 9 shall be entitled to recover from the other reasonable attorney's fees together with all necessary costs and disbursements incurred in connection therewith.

10. **CRITERIA FOR THE APPROVAL OF HOMES AND OTHER IMPROVEMENTS BEFORE CONSTRUCTION**

A. **ARCHITECTURAL STYLE** - All homes shall be designed and constructed to be harmonious and compatible with the surrounding homes and compatible with the Declarant's guidelines and intentions with respect to architectural style, materials, colors, detailing, building orientation, garage and driveway placement, building height, mass and roof pitch. All homes shall be designed to present attractive facades on all elevations visible to the public. The design features on each facade should incorporate features that have been utilized throughout the building to reflect an integrated design. Home designers are encouraged to incorporate brick veneer and other high quality materials into their homes. If the front is to be covered by brick or other veneer, care should be taken to avoid stark transitions between brick or other veneer and siding, through either the incorporation of brick or other veneer as an accent material on the sides and rear elevations, or through the use of landscaping. All homes must incorporate full window placement on all elevations visible to the public, where possible. All homes and garages shall have a minimum roof pitch of 8/12. All roof areas shall have architectural up-grade shingles. All garages shall have raised panel or architecturally trimmed overhead garage doors. At the sole discretion of the ARC, the ARC may waive or partially waive the above requirements. Until such time as a majority of the Lots are owned by individual Lot Owners (and not by the Declarant), any material change to the architectural standards which in any way may have the potential to adversely affect the aesthetic, economic or property value expectations of individual Lot Owners (other than those of the Declarant) shall be void and of no effect unless said changes have first received Town Board approval. Consult the guidelines and procedures for the minimum allowed home and lot value guidelines and for additional explanation of architectural design requirements. The following architectural standards shall apply to each Lot and no variances shall be approved from these architectural standards without the approval of the ARC.

B. **FENCES** - Fences may be allowed where appropriate and necessary for screening, security, containment or aesthetic purposes subject to compliance with local ordinances, but only upon review and approval of the ARC. Fences must be of high quality construction and materials. All fences must be designed to be architecturally compatible with the homes and surroundings. Fences may not be higher than 6 feet above grade (average height) except that ornamental post finials may extend above the top of the fence. All fences must be kept in good repair. Chain link fences, dog runs and dog houses will be discouraged in areas visible to the public. However, they may be allowed subject to review and approval of the ARC, which shall require landscape screening and other mitigation. The ARC reserves the absolute right to waive or partially waive the above requirements and restrictions where appropriate for Lots encumbered by the Conservation Easement of record in favor of the Town of Troy.

Certain lots located on the perimeter of the Hills of Troy which lot boundaries adjoin land in farm use or in a use which involves the keeping of farm animals, require a legal fence to be maintained on said boundaries by the individual Lot Owners. The legal fence requirements and maintenance responsibilities of the Lot Owner are governed by Section 90.10 and 90.11 of the Wisconsin Statutes and the Town of Troy Fence Ordinance.

C. **EXTERIOR SIDING** - Exterior siding and finish materials must terminate no higher than 16" above finish grade level. Exposed concrete masonry or poured concrete foundation systems must not be exposed more than 16" above grade.

D. **UTILITY METERS, AIR CONDITIONERS AND MECHANICAL EQUIPMENT** - All gas and electric meters shall be located away from the dwelling side fronting the street and obscured from direct public view. Where these locations cannot be adhered to, a landscape buffer must be incorporated to obstruct the view of these meters. Air conditioning compressors and other exposed mechanical equipment must not be visible from fronting street and shall be located not closer than twenty (20) feet from a common Lot line, and screened by landscaping.



**E. ACCESSORY STRUCTURES** - Storage buildings, pool mechanical enclosures and children's clubhouses may be allowed in areas that are visually unobtrusive and are subject to review and approval of the ARC. The design of any such structure must be highly integrated and consistent with the architectural style of the home and compatible with the surroundings. Such structures must be no closer than 20 feet from all common Lot lines and screened by landscaping. The ARC reserves the absolute right to waive or partially waive the above requirements and restrictions where appropriate for Lots encumbered by the Conservation Easement of record in favor of the Town of Troy.

**F. EXTERIOR HOME LIGHTING** - The exterior lighting of the private homes will be very important for security, safety and aesthetic purposes. Flashing or brilliant lighting and lighting infringing on adjacent Lots shall not be permitted. All exterior lighting must provide for significant shielding of light source. Bare lamps will not be permitted. Exterior lighting shall provide for illumination of exterior outlines, plant forms, entries and walks and should be concealed whenever possible. Lights are to be located and shielded so that the light is not directed toward adjacent homes.

**G. DRIVEWAYS** - Prior to start of construction, a temporary rock driveway shall be constructed and maintained as required by the Town of Troy. All driveways must be hard surfaced as defined below. Concrete, exposed aggregate concrete, pattern stamped colored concrete, interlocking concrete pavers, brick, and stone are encouraged and allowed materials for driveways. Asphalt is an allowed material for driveways. Driveways may include banding or soldier courses constructed of concrete, exposes aggregate concrete, pattern stamped colored concrete, brick, or pavers.

Lot Owners must install a driveway culvert when crossing a drainage ditch. The culvert must be installed at initial driveway construction and must be installed in accordance with Town and County Ordinance requirements and the driveway culvert installation and landscape requirements defined in the Architectural Procedures and Guidelines.

Invert elevations and flow lines must conform to the approved ditch design profile. All culvert areas shall include minimum landscape treatments as defined in the Architectural Procedures and Guidelines unless amended or waived by the ARC.

**H. GARAGE ORIENTATION** - In accordance with the Town of Troy Subdivision Ordinance, no more than seventy percent (70%) of the homes in Hills of Troy may have their garages facing the front of the Lot (thirty percent [30%] must be side loaded.) The ARC herein reserves the right to manage the garage orientation within the Hills of Troy subdivisions to attempt even distribution of orientation throughout the project and to ensure the buildability of all Lots. Lot Owners shall receive approval of garage orientation at the time of site plan approval.

**I. LIMITS OF LOT CLEARING AND TREE REMOVAL** - Preserving, protecting and maintaining significant areas of existing trees and natural vegetation is encouraged as a means of reducing the impact of the development on the existing wildlife and their habitat preserving the character of Hills of Troy, and providing privacy between home sites. Lot Owners must notify the ARC for review and approval prior to removal of any existing trees larger than 4 inches caliper size from areas outside the limits of clearing approved on the site plan. All trees and plantings that are designated to remain are to be protected from damage due to construction, maintenance or the use of the property. Unauthorized removal of trees over 4" in caliper size shall be considered a violation of these Covenants and shall, at the discretion of the ARC, be subject to remedial action. Said remedial action may include the planting of replacement trees by the Hills of Troy Homeowners' Association, Inc. and the recovery of all costs associated therewith by enforcement of a lien against the subject Lot or a special assessment.

**11. APPROVAL OF HOME BUILDER (GENERAL CONTRACTOR)**

Prior to the initial construction of a residence on any Lot within Hills of Troy, the Home Builder (General Contractor) building said residence must be approved by the Declarant. The Declarant may approve or disapprove of any Home Builder at its sole discretion. The approval of a Home Builder for Hills of Troy shall be based on the Declarant's "Approved Builder Requirements" as determined by Declarant and as may be amended from time to time by Declarant. At any time, a Lot Owner may request, and Declarant shall provide, a listing of pre-approved home builders. Any listing of pre-approved home builders shall be valid at the time of issuance; and the pre-approved Home Builders may change from time to time thereafter. Declarant makes no representation or warranties as to the qualification or workmanship of an Approved Builder and is exempt from all liability pertaining to any matter regarding an approved home builder.

**12. CONSTRUCTION GUIDELINES, RULES AND REQUIREMENTS**

**A. CONSTRUCTION TIME TABLE AND RE-ACQUISITION OPTION** - Any Owner of a Lot not containing a residence shall complete construction of the residence and other improvements on the Lot (in accordance with said Plans and Specifications as approved by the ARC) within fifteen (15) months of the date construction was started on said Lot except when, and for so long as, such completion is rendered impossible or would result in great hardship to the Lot Owner due to strikes, material shortages, fires, national emergencies, or natural calamities. In the event construction is not completed on a timely basis, then Declarant shall have the option, but not the obligation, to reacquire any such Lot by tendering to Lot Owner or Lot Owner's Lender the purchase price received by Declarant upon the original conveyance thereof by Declarant (net of the unpaid principal balance of any seller financing given by Declarant) at which time Lot Owner shall execute a warranty deed conveying the lot to Declarant with only those exceptions as were contained on the deed of conveyance from Declarant to Lot Owner. Any liens or encumbrances placed against the lot subsequent to its purchase by Lot Owner shall be subordinated to this right of reacquisition option. Upon completion of construction and all other improvements, and upon written request from the Lot Owner, the Declarant shall furnish a written statement in recordable form indicating that the reacquisition option in favor of Declarant described in this Paragraph 12A has been waived by Declarant.

**B. INCOMPLETE CONSTRUCTION** - In the event construction is not completed on a timely basis, as an alternative to the remedy described in paragraph 12A hereinabove, the Declarant and/or the Hills of Troy Homeowners' Association, Inc. shall have the right to take action to make the Lot harmonious with the development. In this event, the Declarant and/or Hills of Troy Homeowners' Association, Inc. shall give the Lot Owner written notice of non-compliance with these covenants and guidelines, along with notice of intent to perfect said deficiencies if not corrected by Lot Owner within sixty (60) days of receipt of said notice. The Declarant and/or Hills of Troy Homeowners' Association, Inc. shall be entitled to recovery from said Lot Owner all costs and expenses associated with this remedy plus twenty-five percent (25%) add-on for correcting said deficiencies and Lot Owner shall be obligated to pay Declarant and/or Association for the costs thereof following thirty (30) day notice of such costs or remedial action and if not paid within such thirty (30) day period such costs shall be assessed against the lot and collected as a special assessment. Declarant or Association may separately bring legal action against Lot Owner to recover such costs and to the extent any costs are recovered Declarant and/or Association shall reduce the amount of the special assessment or any subsequently filed lien accordingly.

**C. USE AND TEMPORARY STRUCTURES** - Structures constructed and erected in conformance with these covenants, conditions and restrictions shall be used for residential purposes only as a single family residence. No trailer, boat of any kind, motor home, recreation vehicle (RV), camper tent, trailer shack, or other structure of a temporary character shall be erected or allowed to remain on the Lot during the construction and development period of said premises except temporary structures used by the contractors and Declarant for the purpose of construction and sales of residential structures and Lots. No structure shall be occupied for residential purposes until the exterior thereof is completely finished. All structures shall be completely finished on the exterior within twelve (12) months after commencement of the excavation for the construction thereof. Any Lot Owner or builder who desires to bring a construction trailer, field office, or the like to Hills of Troy shall first apply for and obtain written approval from the ARC. To obtain such approval, they shall submit a copy of the architect's site plan with proposed locations of the construction trailer or field office, the portable toilet, and the trash receptacle noted thereon. Such temporary structures shall be removed immediately upon completion of construction.

**D. EROSION CONTROL** - Upon purchasing a Lot or Lots, Lot Owners shall be responsible for erosion control on and from said Lots. Lot Owners shall implement erosion control measures appropriate as may be necessary to prevent erosion and as may be required by the Town of Troy and St. Croix County. All streets shall be maintained free of debris and soil resulting from Lot Owner's use and/or improvement of the property until the development is completed. Further, Lot Owner shall be responsible for the clean-up of erosion and construction debris from streets, curbs, storm sewers and other project areas which result from Lot Owner's use and/or improvement of the property. All disturbed ground areas shall be restored or sodded in as soon as practical, but not later than the end of the landscaping season one (1) year from the start of construction. Sites shall be protected from erosion during construction by properly installed erosion fencing and/or hay bales installed according to the Erosion Control for Home Builders pamphlet available in the county zoning office. Cut and fill may not be exposed following completion of construction. No change in natural or existing drainage patterns for surface waters shall be made upon any Lot that could adversely affect another Lot Owner.

**E. CLEAN SITES** - It is the sole obligation of the Lot Owner and general contractor to maintain his/her Lot in a neat and orderly condition at all times throughout the term of construction and thereafter. The house contractor shall provide a dumpster or other container of adequate size for disposal and containment of all construction debris. Construction materials shall be stored neatly on the site at all times. Trash containment and receptacles, as well as recycle bins, must be obscured from view fronting the street. Home builders, general contractors and sub-contractors shall clean up all trash and debris on the construction site at the end of each day. Trash and debris shall be removed from each construction site frequently and not be permitted to accumulate. Lightweight material, packaging, and other items shall be covered or weighted down to prevent their being blown off the construction site. Home builders and general contractors are prohibited from dumping, burying, or burning trash anywhere in Hills of Troy except as expressly permitted by the ARC. During the construction period, each construction site shall be kept neat and clean, and shall be properly policed to prevent it from becoming a public eyesore or affecting other Lots or any open space. Unightly dirt, mud, or debris resulting from activity on each construction site shall be promptly removed and the general area cleaned up by home builder or Lot Owner.

**F. LOT GRADING** - The Lot Owner agrees to provide finish grading and build any improvements on the premises in accordance with drainage plans approved by Declarant and agrees to indemnify and hold Declarant harmless from any problems created by improper grading of any Lot or Lots. Any soils excavated from a Lot and not used thereon shall be disposed of in locations as designated by Declarant and without cost to Declarant, unless specifically authorized otherwise by Declarant. No soils may be exported from any Lot without approval from the Declarant.

**G. LOT CORNERS** - Lot Owner shall promptly and accurately replace any Lot corner monuments which are removed or displaced during Lot Owner's construction of improvements. Lot Owner expressly understands that all Lot corner monuments are to remain in place and remain visibly marked.

**H. PROTECTION OF ON-SITE SEWAGE TREATMENT AREAS** - Every Lot in the preliminary plat for the Hills of Troy subdivision has identified on it an approved location for an on-site sewage treatment system. A Lot Owner may, at its sole expense, have the soils tested on its Lot and determine another location for its on-site sewage treatment system. In this event, at the time of site plan approval, the Lot Owner shall provide the ARC with satisfactory test results showing the new on-site sewage treatment area as suitable. Prior to the start of any excavation or construction on any Lot, the Lot Owner shall have the boundaries of the on-site sewage treatment area, as approved by the ARC, staked with five (5) foot metal fence posts. The Lot Owner shall install continuous colored flagging visibly identifying the boundaries of the on-site sewage treatment area to prevent vehicle and construction crossing and compaction. The Lot Owner shall maintain said flagging until completion of all construction and site improvements, at which time, said fence posts and flagging shall be immediately removed.

**I. MISCELLANEOUS AND GENERAL PRACTICES** - If any blasting is to occur, the ARC must be informed far enough in advance to allow it to make such investigation as it deems necessary to confirm that all appropriate protective measures have been taken prior to the blasting. No blasting or impact digging causing seismic vibrations may be undertaken without the approval of the ARC. Applicable governmental regulations concerning blasting must be observed. Damage and scarring to other property resulting from construction operations, including but not limited to, open space, other Lots, roads, driveways, concrete curbs and gutters, and/or other improvements will not be permitted. If any such damage occurs, it must be repaired and/or restored promptly and at the expense of the home builder and general contractor and the Lot Owner. All Lot Owners will be absolutely responsible for the conduct and behavior of their agents, representatives, builders, contractors and subcontractors while on the premises of Hills of Troy. The following practices are specifically prohibited:

i. Changing oil on any vehicle or equipment on the site itself or at any other location within Hills of Troy, other than at a location designated for that purpose by the ARC.

ii. Allowing concrete suppliers, plasterers, painters or any other subcontractors to clean their equipment, other than at locations specifically designated for that purpose by the ARC.

iii. Removing any rocks, plant material, topsoil, or similar items from any property of others within Hills of Troy, including other construction sites.

iv. Discharging any type of firearms within Hills of Troy, except by authorized Government agencies such as Police or military personnel, unless authorized by the Board of Directors of the Hills of Troy Homeowners' Association, Inc.

The term "firearm" as used in this Section includes bows and arrows, pistols, rifles, revolvers, shotguns as well as all pellet guns, whether gas explosive or spring powered, BB guns and all other devices or weapons which propel a projectile of any sort.

v. Using disposal methods or units other than those approved by the ARC.

vi. No pets, particularly dogs, may be brought into Hills of Troy by construction personnel. In the event of any violation hereof, the ARC, the Association, or Declarant shall have the right to contact Town or County authorities to impound the pets, to refuse to permit the builder or subcontractor involved to continue to work on the project, and to take such other action as may be permitted by law and by these guidelines and covenants.

vii. Radios and other audio equipment playing music on construction sites at Hills of Troy are not permitted. This is to avoid impacting homeowners enjoying living at Hills of Troy.

**13. PETS AND ANIMALS**

No birds, livestock, animals or insects shall be kept on any Lot other than dogs, cats and other common house pets. Such pets cannot be kept, bred or maintained for any commercial purpose and cannot exceed three (3) dogs and three (3) cats without approval of the ARC. Dog kennels, runs or fenced-in areas are prohibited, except as shall have been specifically authorized in writing by the ARC prior to installation. Dogs must remain on their Lot Owner's Lot or Lots and cannot run at large. If necessary, invisible fencing will have to be installed for any problem animal. Dogs kenneled outside may also be required to be bark collared if noise becomes a problem. Any animals not contained by their Lot Owners or becoming a nuisance in the community may be required to be removed from the Hills of Troy subdivision. The ARC reserves the absolute right to waive or partially waive the above requirements and restrictions where appropriate for Lots encumbered by the Conservation Easement of record in favor of the Town of Troy.

**14. STORAGE TANKS**

No permanent storage tanks of any kind shall be erected, placed or permitted on any Lot without the review and approval of the ARC, and only subject to conditions of approval including screening.

**15. TEMPORARY STRUCTURES**

No structure of a temporary character, trailer, basement, tent, shack, garage, or other building shall be used on any Lot as a residence, either temporarily or permanently. Occasional short term backyard tenting may be allowed subject to approval of the ARC.

**16. PARKING AND STORAGE OF VEHICLES AND EXTERIOR STORAGE**

See Amendment for Section 16

Only two (2) licensed vehicles designed for travel on public highways shall be kept or stored on any Lot, except if stored inside of an enclosed building. The parking and outside storage of commercial type vehicles such as school buses, recreational vehicles, trucks (excluding pickup trucks), and semi-trailers, earth moving equipment, construction equipment, boats of any kind, motor homes, snowmobiles or camper trailers, cargo trailers and trailers of any other type, shall be prohibited on any Lot for any continuous period in excess of seven (7) days. Permanent outside storage of the above items, as well as unlicensed or inoperative vehicles, ice houses, toys, construction materials and other unsightly objects shall not be allowed. No motorbikes or motorcycles, snowmobiles or noisy vehicles shall be operated on any Lot other than to bring them to an enclosed point of storage. No vehicle shall be parked for repairs on driveways or public roadways. The ARC reserves the absolute right to waive or partially waive the above requirements and restrictions where appropriate for Lots encumbered by the Conservation Easement of record in favor of the Town of Troy.



17. **SIGNS**

No sign of any kind shall be displayed to the public view on any said Lot except one professional sign of not more than five square feet, advertising the property for sale or for rent and except signs used by the Declarant to advertise the property during the construction and sales period, unless approved by the ARC. At any time, the Declarant has a Lot or Lots offered for sale within Hills of Troy, or subsequent additions thereto, no Lot Owner, except Declarant, may display a sign offering an unimproved or vacant Lot for sale. The Declarant may, at its sole discretion, authorize exceptions to the above provision to approved builders, which builder signs must be submitted to and approved by the Declarant.

18. **UTILITY AND DRAINAGE EASEMENTS**

Easements for the installation and maintenance of utilities and drainage are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which shall change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The Hills of Troy Homeowners' Association, Inc. is herein granted an access and maintenance easement over that area designated as drainage easement on the plat of Hills of Troy (and future phases thereof). The Hills of Troy Homeowners' Association, Inc. shall, undertake the maintenance and repair of all drainage facilities located within said drainage easements and the Hills of Troy road right-of-ways. The access and maintenance easement granted herein shall be limited for use by the Hills of Troy Homeowners' Association, Inc. board members, employees, agents and contractors for the exclusive purpose of inspection, maintenance and repair of said drainage facilities. The Hills of Troy Homeowners' Association, Inc. shall perform inspections, management and maintenance of the storm water facilities for the Hills of Troy as provided in the Hills of Troy Homeowners' Association, Inc. Bylaws Section 6.4(F) (iv).

19. **GARAGE AND REFUSE STORAGE AND DISPOSAL**

No Lot shall be used or maintained as a dumping ground for rubbish or other debris, except as approved by Declarant. Trash, garbage, recycle materials, or other debris or waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, shall not present unsightly conditions, and shall be enclosed or screened from the public view.

20. **LOT MAINTENANCE** See Amendment for Section 20

Any Lot purchased and not improved or built upon shall be maintained by its Lot Owner. Vegetation must be maintained, grasses cut, debris picked up and erosion of soils prevented. Lot appearance must be kept compatible with adjoining properties. Unsightly growth not compatible with adjoining properties and standing refuse piles shall not be allowed to exist. In the event a Lot Owner does not comply the Association or Declarant may take steps and incur the expense to remedy the non-compliance and assess the costs thereof against the lots and collect it as a special assessment. The ARC reserves the absolute right to waive or partially waive the above requirements and restrictions where appropriate for Lots encumbered by the Conservation Easement of record in favor of the Town of Troy.

21. **MAILBOXES**

All Lot Owners shall purchase and use the mail box and support post design approved and authorized by the Declarant. Mail box post installation shall be at locations approved and designated by the Hudson Postmaster and the Declarant. All mail box structures shall be maintained in good repair and appearance by the Lot Owner. The Hills of Troy Homeowners' Association, Inc. may, at the Board's discretion, undertake maintenance of the mail box posts and support structure; and in this event, assess to Lot Owner the cost thereof and collect it as a special assessment.

22. **FIRE NUMBERS**

Prior to the occupancy of a residence on a Lot, said Lot must have installed a fire number with the address clearly identified. The fire number shall be of uniform size, color, material, front and style as defined by Declarant. The fire number shall be installed at the front property line of the Lot within 10 feet either side of the driveway and must be clearly visible from the street.

23. **DECLARANT DEVELOPMENT ACTIVITY**

Notwithstanding the foregoing restrictions, Declarant, and builders approved by Declarant, shall be permitted to use a Lot or residence constructed thereon for sales and development purposes, including the maintenance of a business and sales office, the maintenance of model units, and the display of signs offering the residence for sale as approved by Declarant, until the conveyance of the last Lot by Declarant.

24. **RESERVATION FOR SOILS**

For the duration of road construction and new home construction within the Hills of Troy subdivision, the Declarant herein reserves for itself and its agents, contractors, assigns and successors, the exclusive right to import and/or export soils from the Common Area Outlots of the Hills of Troy subdivision. Said imported soils shall be exclusively from the Hills of Troy subdivision, and exported soils shall be for exclusive use within the Hills of Troy subdivision. The Declarant's exclusive right to import and/or export soils as defined above, shall expire upon the completion of Lot grading for the last initial new home construction on the Lots within the Hills of Troy subdivision.

**25. TREE TRIMMING ON COMMON AREA OUTLOTS**

Declarant herein reserves for itself and its agents, contractors and assigns, the exclusive right to trim and/or remove trees located on Hills of Troy Common Area Outlots. Said tree trimming and/or removal shall be for the exclusive purpose of providing views for the Lot Owners of Hills of Troy.

**26. SUBJECTING OF ADDITIONAL PROPERTY TO DECLARATION**

Notwithstanding anything contained herein to the contrary, Declarant may add additional Lots to the subject property as provided in paragraph 1b hereof. Said adding of additional lots shall not require Lot Owners consent and shall be within the sole discretion of Declarant

**27. HOMEOWNERS' ASSOCIATION**

Each and all Lot Owners for Lots 1 through 27 and 29 through 59 of the Plat of Hills of Troy are automatically members of the Hills of Troy Homeowners' Association, Inc. and are subject to all rules, regulations and Bylaws related thereto. Lots 28, 60, 61 and 62 of the Plat of Hills of Troy are exempt from these Declaration of Covenants, Conditions and Restrictions and are exempt from membership to the Hills of Troy Homeowners' Association, Inc. Additional lots may be created as provided in 1B above and upon creation shall become subject to this Declaration and the lot owners shall become members of the Homeowners' Association. The Homeowners' Association has been created, among other reasons, to be responsible for the maintenance and repair responsibilities of the storm water management and/or erosion control measures built or installed on any lot, outlot, right of way or commonly owned areas within the plat and with the power and responsibility to adequately maintain the said devices and to assess, levy against and collect from each lot a pro rata share of the cost of said maintenance and repair, as and when it is necessary to do so, and for payment of property taxes on any lands owned by said Homeowners' Association and for such other purposes as may be identified in the Bylaws of said Homeowners' Association or herein. Each lot encumbered by said Homeowners' Association shall comply with these requirements.

The Association is organized pursuant to Chapter 181 of Wisconsin Statutes to provide the structure necessary for the operation and maintenance of the Common Elements and Common Areas which are described as Outlots within the Plat of Hills of Troy together with any fixtures or improvements located thereon to the extent included herein and not otherwise excluded herein and for other specific purposes as set forth herein or in its Bylaws. It further has been granted the authority under its Bylaws to control and regulate the use and enjoyment of the Common Elements and Common Areas for the benefit of Lot Owners of the Plat of Hills of Troy as well as other persons authorized and invited to use them, to establish the procedure for the levy and collection of assessments, to finance the operations of the association and to permit such Lot Owners to participate through a democratic structure in the process of maintenance, operation, financing and control and for other specific purposes as set forth herein or in the Bylaws. Common Elements and Common Areas as the term is used herein and in the Bylaws of the Hills of Troy Homeowners' Association, Inc., shall be the Outlots of the Plat conveyed to the Homeowners' Association and any fixtures or improvements constructed or placed thereon or therein.

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 a Lot Owner of any of the said Lots.

**28. VIOLATION AND RIGHTS OF PARTIES**

If any party violates or attempts to violate any of the covenants, conditions or restrictions herein provided, it shall be lawful for any party or parties in interest in the above described lands to institute and prosecute proceedings at law or in equity against the parties violating, either to prevent said violation, to recover damages, including but not limited to reasonable attorneys fees, or to force compliance to a provision, including but not limited to, obtaining a restraining order and/or temporary injunction to immediately stop construction until the provisions herein are complied with.

**29. NUISANCES**

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to any Owner of any Lot.

**30. NON-LIABILITY**

A. **THE ARCHITECTURAL REVIEW COMMITTEE (ARC)** - The ARC, and any member thereof, shall not be liable to the Association or to any Lot Owner or other person for any damage, loss, or prejudice suffered or claimed on account of (i) the approval or disapproval of any drawings or specifications, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved drawings and specifications; (iii) the development or manner of development of any property within Hills of Troy; or (iv) the execution and filing of an estoppel certificate whether or not the facts therein are correct; provided, however, that such member has, with the actual knowledge possessed by such member, acted in good faith. Without in any way limiting the generality of the foregoing, the ARC and any member thereof may, but is not required to, consult with or hear the Association or any Lot Owner or other person with respect to any drawings or specifications or any other proposal submitted to it.

**B. THE ARCHITECTURAL REVIEW COMMITTEE (ARC) AND DECLARANT** - Neither the Declarant, ARC nor any member thereof, nor their respective successors or assigns, shall be liable in damages to anyone submitting drawings or specifications to them for approval, or to any Lot Owner or other person by reason of mistake in judgment, negligence, or nonfeasance arising out of, or in connection with, the approval or disapproval or failure to approve any drawings or specifications. Every Lot Owner or other person who submits drawings or specifications for approval agrees, by submission of such drawings and specifications, that they will not bring any action or suit against the Declarant, the ARC, or any member thereof, to recover damages. Approval by the Declarant, the ARC, or any member thereof, shall not be deemed to be a representation or warranty that the Lot Owner's drawings or specifications or the actual construction of a residence or other improvement comply with applicable governmental ordinances or regulations. It shall be the sole responsibility of the Lot Owner or other person submitting drawings or specifications to the ARC or performing any construction to comply therewith.

**31. ENFORCEMENT**

See Amendment for Section 31

Enforcement of these covenants and restrictions and the provisions contained in the Articles of Incorporation, Bylaws and Rules and Regulations of the Association (and of decisions made by the Board pursuant thereto) may be by any proceeding at law or in equity instituted by the Association or by any Lot Owner against any person (including the Association) violating or attempting to violate any covenant or restriction or the provisions contained in the Articles of Incorporation, Bylaws or Rules and Regulations of the Association, either to restrain violation, to compel compliance to take remedial and corrective action and recover the costs thereof, or to recover damages, and against the land, to enforce any special assessment or lien created by these covenants and the provisions contained in the Articles of Incorporation, Bylaws or Rules and Regulations of the Association; and failure by the Association or by any Lot Owner to enforce any covenant or restriction herein contained and the provisions contained in the Articles of Incorporation, Bylaws or Rules and Regulations of the Association shall in no event be deemed a waiver of the right to do so thereafter. Attorney's fees and costs of any court action brought to enforce these Covenants shall be payable by the non-prevailing party to the prevailing party.

**32. MERGERS**

Upon a merger or consolidation of the Association with another corporation as provided in its Articles and Bylaws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or corporation, or alternatively, the properties, rights and obligations of another corporation may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established upon any other properties as one entity. No such merger or consolidation, however, shall affect any revocation, change or additions to the covenants established by this Declaration within the property, except as hereinabove provided. Any such mergers with another association shall be limited only to associations with real property located contiguous to the plat of Hills of Troy. The Town of Troy shall be given notice of any mergers within ten (10) days of occurrence.

**33. ASSOCIATION ACTS THROUGH BOARD**

The power and authority of the Association as provided in the Wisconsin Non-stock Corporation Act, the Declaration, Bylaws, and Rules and Regulations shall be vested in a Board of Directors elected by the Lot Owners in accordance with the Bylaws of the Association. The Association shall act through the Board of Directors and the officers elected by the Board; accordingly, all references in the Declaration and Bylaws to the Association shall mean the Board of Directors acting by the Association, unless action by the vote of the Lot Owners, Members or Mortgagees is expressly required by said Act, the Declaration or Bylaws.

**34. SEVERABILITY**

Invalidation of any one of these covenants or restrictions by legislation, judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

**35. DECLARANT'S JOINDER**

In addition to the other requirements for amendment of this Declaration and the Bylaws contained herein, the written joinder and consent of the Declarant shall be required for any amendment of either the Declaration or Bylaws which shall abolish, diminish or restrict Declarant's rights hereunder to complete improvements, to annex additional property, to maintain sales and management offices and models, to maintain signs and advertise the project, or to use easements through Common Areas for purposes of constructing improvements or marketing the project, until the last conveyance of a Lot to a Lot Owner other than Declarant. This right may be waived in whole or part at any time by recording a written waiver executed and acknowledged by Declarant.

**36. NOTICES**

Any notice required to be sent to any member of the Association (or Lot Owner) under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such member appearing on the records of the Association at the time of such mailing. In the case of multiple Owners of a Lot, notice to any one of such Lot Owners shall be deemed notice to all.

**37. CAPTIONS**

The Article and Section headings are intended for convenience only and shall not be given any substantive effect.

In witness hereof, Troy Development Corporation has caused these Covenants, Conditions and Restrictions to be executed on this 3<sup>rd</sup> day of JANUARY 2006

Troy Development Corporation

Richard Haluptzok  
Richard Haluptzok, Vice President

This Document was Drafted By:  
Troy Development Corporation  
11806 Aberdeen Street NE, Suite 290  
Blaine, MN 55449

STATE OF Minnesota  
COUNTY OF Anoka

BEFORE ME, Richard Haluptzok on this day personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of January, 2006

Carrie A. Albrecht  
Notary Public, State of Minnesota

My Commission Expires: 1/31/2010





**EXHIBIT "A"**

The Lots of Hills of Troy, as referenced in the Declaration of Covenants, Conditions and Restrictions for Hills of Troy, shall include:

Lots: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, Outlot 1, Outlot 2, Outlot 3, Outlot 4, Outlot 5, Outlot 6, Outlot 7, Outlot 8 of the Plat of Hills of Troy, St. Croix County, Wisconsin.

**Amendment #1  
To the Declaration of Covenants,  
Conditions and Restrictions  
for Hills of Troy**

This Amendment #1 affects the Declaration of Covenants, Conditions and Restrictions for Hills of Troy, which was filed in the Office of the Register of Deeds of St. Croix County, Wisconsin on the 17th day of January 2006 in Volume N/A, at Page N/A as Document Number 816569.

Following full compliance with the notice requirements and the provisions for amendment under said Declaration of Covenants, Conditions and Restrictions and following majority vote of the lot owners of Hills of Troy an amendment was approved to the Declaration of Covenants, Conditions and Restrictions for Hills of Troy as follows:

Lots 1 - 27 and 29 - 59 and  
Outlots 1 - 8

**PIN Numbers:**

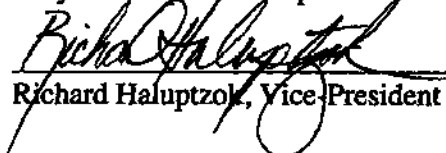
040-1044-10-050, 040-1047-60-100,  
040-1047-70-050, 040-1047-10-000,  
040-1047-40-000, 040-1047-20-000,  
040-1047-30-000, 040-1047-50-000,  
040-1047-80-000

To accommodate the future expansion of the Hills of Troy community to be governed under a uniform and consistent Declaration of Covenants, Conditions and Restrictions, Section 1.B. of the Declaration of Covenants, Conditions and Restrictions for Hills of Troy shall be amended to allow Declarant the right, but not the obligation, to subject all or parts of sections 10,11,12,14 and 15, T-28-N; R-19-W which are South of Coulee Trail, Northeast of State Highway 35, North of Glover Road and West of County Road U, all located within the Town of Troy, St. Croix County, Wisconsin which may become part of the expansion of Hills of Troy into said areas to the Declaration of Covenants, Conditions and Restrictions for Hills of Troy upon the acquisition of such land by Declarant.

Upon Declarant's acquisition and platting of any of said property into residential lots, outlots and common area outlots, at the option of Declarant, and upon recording of these Declaration of Covenants, Conditions and Restrictions of the Hills of Troy, as amended, the newly created residential lots, outlots and common area outlots shall automatically become part of the Hills of Troy Homeowner's Association, Inc. and be bound by this Declaration of Covenants, Conditions and Restriction without further approval or action of any kind.

Dated this 6<sup>TH</sup> day of DECEMBER, 2006

Troy Development Corporation

  
Richard Haluptzok, Vice-President

841464

KATHLEEN H. WALSH  
REGISTER OF DEEDS  
ST. CROIX CO., WI

RECEIVED FOR RECORD

12/28/2006 04:00PM

COVENANTS  
EXEMPT #

REC FEE: 13.00  
TRANS FEE:  
COPY FEE:  
CC FEE:  
PAGES: 2

**Return to:**

Troy Development Corporation  
11806 Aberdeen St. NE  
Suite 290 Blaine, MN 55449

STATE OF MINNESOTA

)  
) SS  
Anoka COUNTY )

Personally appeared before me, this 6<sup>th</sup> day of December 2006  
the above named Richard Haluptzok, Vice-President of Troy Development Corporation, and in  
my presence executed the foregoing document.

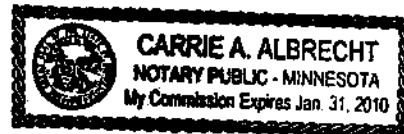
Carrie a. albrecht

Notary Public, State of Minnesota, Anoka County

My Commission (Expires) (is) Jan. 31, 2010

**THIS DOCUMENT WAS DRAFTED BY:**

Troy Development Corporation  
11806 Aberdeen St. NE  
Suite 290 Blaine, MN 55449





8 6 9 8 2 2 1

Tx:4597076

**1109637**

BETH PABST

REGISTER OF DEEDS

ST. CROIX CO., WI

RECEIVED FOR RECORD

08/18/2020 01:25 PM

EXEMPT #:

REC FEE 30.00

PAGES: 6

Document No: \_\_\_\_\_

**AMENDMENT #2  
TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
HILLS OF TROY**

This Amendment #2 affects the Declaration of Covenants, Conditions and Restrictions for Hills of Troy, which was filed in the Office of the Register of Deeds of St. Croix County, Wisconsin on the 17th day of January 2006 in Volume N/A, at Page N/A as Document Number 816569 and subsequently amended with Amendment #1 to the Declaration of Covenants, Conditions and Restrictions for Hills of Troy, which was filed in the Office of the Register of Deeds of St. Croix County, Wisconsin on the 28th day of December 2006 in Volume N/A, at page N/A as Document Number 841464.

**Return to:**  
Christopher Pilon  
Hills of Troy HOA  
470 Prominence Way  
Hudson, WI 54016

✓

Following full compliance with the notice requirements and the provisions for amendment under said Declaration of Covenants, Conditions and Restrictions and following majority vote of lot owners of Hills of Troy an amendment was approved to the Declaration of Covenants, Conditions and Restrictions for Hills of Troy as follows:

\*See below.

PINs:

**\*PINs:** 040-1044-10-050, 040-1047-60-100,  
040-1047-70-050, 040-1047-10-000,  
040-1047-40-000, 040-1047-20-000,  
040-1047-30-000, 040-1047-50-000,  
040-1047-80-000

**LOTS: Lots 1 – 27 and 29 – 59**

**COMMON AREA: Outlots 1 - 8**

The Hills of Troy Covenant, Conditions and Restrictions is hereby amended with replacement language for Section 8.A.4, Section 8.A.6, Section 8.A.7, Section 10.E, Sections 12.I, Section 16, Section 20, Section 31 as follows below.

**Section 8.A.4 Landscape Plans** is deleted and replaced with the following:

4. **LANDSCAPE PLANS** - Each Lot shall have a complete and comprehensive landscaping plan. Each Lot shall have a budget for exterior landscaping the greater of 3.5% of fair market value or \$25,000. This landscape budget shall be exclusively for landscape plantings and shall not include items such as retaining walls, patios, top soil, sod, seed, mulch, irrigation systems, or final grading. The landscape budget also shall not include landscaping required by the Declarant or ARC for the purpose of mitigating architectural shortcomings of a home design. Prior to the refund of the landscape deposit required hereunder, all disturbed Lot areas must be re-established with top soil and seeded or sodded. All landscaping must be completed within fifteen (15) months from the start of construction on a Lot. Landscape plans must be approved by the ARC prior to installation.

**Section 8.A.6 Landscape Deposit** is deleted and replaced with the following:

6. **LANDSCAPE DEPOSIT** - At the time of closing, each Lot Owner shall deposit with Declarant a landscape deposit of \$7,500.00. The landscape deposit shall be released to Declarant for its general use and shall not be placed into escrow and will not earn interest. Upon the Lot Owner completing all required landscaping and landscaping irrigation approved by Declarant on the landscape plans as defined above, Declarant shall refund to Lot Owner the \$7,500.00 landscape deposit. In the event the Lot Owner does not complete the required landscaping within 15 months from start of construction, Declarant may at its discretion, construct said landscaping improvements, hold Lot Owner responsible for payment of the costs thereof and apply the landscape deposit toward the costs thereof, or declare the Lot Owner in default of these Covenants and retain the landscape deposit as liquidated damages. Any amounts which remain unpaid to Declarant for the construction of the landscape improvements within 60 days following notice to Lot Owner shall be assessed against the lot and collected as a special assessment.

**Section 8.A.7 Design Review Fee** is deleted and replaced with the following:

7. **DESIGN REVIEW FEE** – The ARC will complete an initial design review without cost, provide recommendations to resolve any deficiencies, and review the subsequent submission to confirm acceptability of design. Additional reviews for the stated project will require be assessed a one-time fee of \$500.00 which must be paid prior to any consideration of the revisions.

To assist the ARC in its evaluation of the submittals, the Lot Owner shall, if requested, provide preliminary staking at the locations of the corners of the residence or major improvements and at such other locations as the Committee may request

**Section 10.E Accessory Structures** is deleted and replaced with the following:

E. **ACCESSORY STRUCTURES** Storage buildings, pool mechanical enclosures, trampolines, children's playsets, and children's clubhouses may be allowed in areas that are visually unobtrusive and are subject to review and approval of the ARC. The design of any such structure must be highly

integrated and consistent with the architectural style of the home and compatible with the surroundings. Swimming pools must be permanent and of in-the-ground construction. Such structures must be no closer than 20 feet from all common Lot lines and screened by landscaping. The ARC reserves the absolute right to waive or partially waive the above requirements and restrictions where appropriate for Lots encumbered by the Conservation Easement of record in favor of the Town of Troy.

**Section 12.I Miscellaneous and General Practices** is deleted and replaced with the following:

**I. MISCELLANEOUS AND GENERAL PRACTICES** - If any blasting is to occur, the ARC must be informed far enough in advance to allow it to make such investigation as it deems necessary to confirm that all appropriate protective measures have been taken prior to the blasting. No blasting or impact digging causing seismic vibrations may be undertaken without the approval of the ARC. Applicable governmental regulations concerning blasting must be observed. Damage and scarring to other property resulting from construction operations, including but not limited to, open space, other Lots, roads, driveways, concrete curbs and gutters, and/or other improvements will not be permitted. If any such damage occurs, it must be repaired and/or restored promptly and at the expense of the home builder and general contractor and the Lot Owner. All Lot Owners will be absolutely responsible for the conduct and behavior of their agents, representatives, builders, contractors and subcontractors while on the premises of Hills of Troy. The following practices are specifically prohibited:

i. Changing oil on any vehicle or equipment on the site itself or at any other location within Hills of Troy, other than at a location designated for that purpose by the ARC.

ii. Allowing concrete suppliers, plasterers, painters or any other subcontractors to clean their equipment, other than at locations specifically designated for that purpose by the ARC.

iii. Removing any rocks, plant material, topsoil, or similar items from any property of others within Hills of Troy, including other construction sites.

iv. Discharging any type of firearms within Hills of Troy, except by authorized Government agencies such as Police or military personnel, unless authorized by the Board of Directors of the Hills of Troy Homeowners' Association, Inc.

The term "firearm" as used in this Section includes bows and arrows, pistols, rifles, revolvers, shotguns as well as all pellet guns, whether gas explosive or spring powered, BB guns and all other devices or weapons which propel a projectile of any sort.

v. Using disposal methods or units other than those approved by the ARC.

vi. No pets, particularly dogs, may be brought into Hills of Troy by construction personnel. In the event of any violation hereof, the ARC, the Association, or Declarant shall have the right to contact Town or County authorities to impound the pets, to refuse to permit the builder or subcontractor involved to continue to work on the project, and to take such other action as may be permitted by law and by these guidelines and covenants.

vii. Radios and other audio equipment playing music on construction sites at Hills of Troy are not permitted. This is to avoid impacting homeowners enjoying living at Hills of Troy.

viii. All clotheslines locations must be approved by the ARC. Clotheslines must be retractable and must be housed when not in use.

ix. No yard ornaments shall be permitted without prior approval of the ARC

**Section 16. Parking and Storage of Vehicles and Exterior Storage** is deleted and replaced with the following:

**16. PARKING AND STORAGE OF VEHICLES AND EXTERIOR STORAGE**

Only two (2) licensed vehicles designed for travel on public highways shall be kept or stored on any Lot, except if stored inside of an enclosed building. The parking and outside storage of commercial type vehicles such as school buses, motor homes and recreational vehicles, trucks (excluding pickup trucks), semi tractors, and semi-trailers, earth moving equipment, or construction equipment is prohibited except for temporary use. The parking and outside storage of boats of any kind or trailers of any kind shall be prohibited on any Lot for any continuous period in excess of seven (7) days. Permanent outside storage of the above items, as well as unlicensed or inoperative vehicles, ice houses, toys, construction materials and other unsightly objects shall not be allowed. No motorbikes or motorcycles, snowmobiles or noisy vehicles shall be operated on any Lot other than to bring them to an enclosed point of storage. No vehicle shall be parked for repairs on driveways or public roadways. The ARC reserves the absolute right to waive or partially waive the above requirements and restrictions where appropriate for Lots encumbered by the Conservation Easement of record in favor of the Town of Troy.

**Section 20. Lot Maintenance** is deleted and replaced with the following:

**Section 20. Lot Maintenance**

Any Lot purchased and not improved or built upon shall be maintained by its Lot Owner. Vegetation must be maintained, grasses cut, debris picked up and erosion of soils prevented. Lot appearance must be kept compatible with adjoining properties. Improved lots must have lawns maintained to 6" or less. Unsightly growth not compatible with adjoining properties and standing refuse piles shall not be allowed to exist. In the event a Lot Owner does not comply the Association or Declarant may take steps and incur the expense to remedy the non-compliance and assess the costs thereof against the lots and collect it as a special assessment. The ARC reserves the absolute right to waive or partially waive the above requirements and restrictions where appropriate for Lots encumbered by the Conservation Easement of record in favor of the Town of Troy.

**Section 31. Enforcement** is deleted and replaced with the following:

**Section 31. Enforcement**

Enforcement of these covenants and restrictions and the provisions contained in the Articles of Incorporation, Bylaws and Rules and Regulations of the Association (and of decisions made by the Board pursuant thereto) may be by any proceeding at law or in equity instituted by the Association or by any Lot Owner against any person (including the Association) violating or attempting to violate any covenant or restriction or the provisions contained in the Articles of Incorporation, Bylaws or Rules and Regulations of the Association., either to restrain violation, to compel compliance to take remedial and corrective action



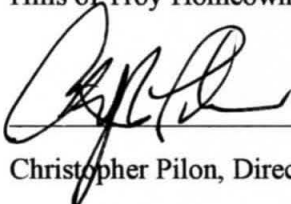
and recover the costs thereof, or to recover damages, and against the land, to enforce any special assessment or lien created by these covenants and the provisions contained in the Articles of Incorporation, Bylaws or Rules and Regulations of the Association; and failure by the Association or by any Lot Owner to enforce any covenant or restriction herein contained and the provisions contained in the Articles of Incorporation, Bylaws or Rules and Regulations of the Association shall in no event be deemed a waiver of the right to do so thereafter. Attorney's fees and costs of any court action brought to enforce these Covenants shall be payable by the non-prevailing party to the prevailing party.

In addition to all other remedies, the Association may levy reasonable fines against any Owner or any Owner's tenant, guest, or invitee for failure of such Owner, his or her family, guests, invitees, lessees, or employees to comply with any of the Hills of Troy Documents, provided that the following procedures are adhered to:

- A. Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members of the Hills of Troy Board of Directors. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation with the necessity of a new hearing and without any limitation on the total amount of such fine.
- B. Hearing. Should the owner still be in noncompliance, the noncompliance shall be presented to the entire Hills of Troy Board of Directors after which the Hills of Troy Board of Directors shall hear the reasons why a fine should not be imposed. A written decision of the Hills of Troy Board of Directors shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.
- C. Payment. A fine shall be paid not later than thirty (30) days after notice of imposition of the fine.
- D. Fines. An Owner shall be responsible for all Legal Fees incurred in connection with the collection of a fine whether or not an action at law to collect said fine is commenced. All monies from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration.
- E. Failure to Pay Assessments. Notice and Hearing as provided in Subparagraphs A and B above shall not be required with respect to the imposition of suspension of use rights or fines upon any Owner because such Owner's failure to pay Assessments or other charges when due.
- F. Access. Suspension of use rights to Association Property shall not impair the right of an Owner or tenant of a property owned by Owner to have vehicular and pedestrian ingress to and egress from such property, including, but not limited to, the right to park.

In witness hereof, Hills of Troy Homeowners Association as caused this Amendment to be executed on this 18<sup>th</sup> day of August, 2020

Hills of Troy Homeowners Association

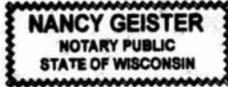


Christopher Pilon, Director, Hills of Troy HOA

STATE OF Wisconsin )  
 ) ss.  
COUNTY OF St Croix )

Personally appeared before me, this 18th day of August, 2020 the above named Christopher Pilon, Secretary of the Hills of Troy Homeowners Association, and in my presence executed the foregoing document.

Nancy Geister



Notary Public, State of Wisconsin

My Commission (Expires) (is) 18 Feb 2022

**THIS DOCUMENT WAS DRAFTED BY:**  
Hills of Troy Homeowners Association  
470 Prominence Way  
Hudson, WI 54016