

**FIRST RESTATEMENT OF THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**TROY VILLAGE**

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**1. A. DECLARATION**

Troy Village Homeowners Association, Inc., hereinafter “TVHA”, for the benefit of the land described on Exhibit “A” and its present and future owners, and hereby restates and imposes 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 owners thereof, their heirs, successors, administrators, grantees and assigns. until such time an instrument signed by a majority (51%) of the then owners of the Lots agreeing to change these covenants in whole or in part.

This Restatement replaces and supersedes in its entirety the Declaration of Covenants, Conditions and Restrictions of Troy Village, dated May 20, 1997 and recorded in the Office of the Register of Deeds for St. Croix County, Wisconsin on May 27, 1997 in Volume 1241 at Pages 256-289 as Document Number 559964 and any recorded amendments thereafter.

**B. AMENDMENTS**

These covenants and restrictions may be amended from time to time by written instrument signed by the Owners of a majority of the Lots.

If said amendment(s) would result in any material changes in the use or improvements on Lots which are visible from the golf course property, the written consent of the Owner of the golf course property to any such amendment shall be required before any such amendment shall become effective.

Should any amendments have the potential to devalue the residential development by more than 30% of its 1997 value, then the Town of Troy shall have the right to veto said amendment.

**2. INTRODUCTION AND INTENT**

The community of Troy Village possesses unique and special characteristics such as unique topography offering spectacular views, significant existing trees and plant life, the open spaces and views offered by the golf course integrated throughout the subdivision, the 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 Troy Village.

**3. USE**

The above described land 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 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.

**4. SUBDIVISION**

No Lot as originally platted shall be further subdivided without the prior written approval of the Architectural Review Committee.

**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**

As provided herein, there shall exist an Architectural Review Committee. The purpose of the Architectural Review Committee is to evaluate each proposed home and amenity design for appropriateness to its own Lot and the surrounding property. The Architectural Review Committee shall be composed of the Board or of three (3) or more representatives appointed by the Board of Directors of Troy Village Homeowners Association, Inc. ("Board"). Members of the Architectural Review Committee 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 Architectural Review Committee 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 Architectural Review Committee shall be those specified in the By-Laws and in this Declaration.

With the consent of the Board, the Architectural Review Committee may delegate, in its sole discretion, with respect to a Lot or group of Lots designated by the Architectural Review Committee, 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 Architectural Review Committee 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 By-Laws. Such written guidelines and procedures shall remain in effect subject to subsequent amendment or revision by the Architectural Review Committee, which subsequent amendments or revisions shall be effective upon approval by the Board. Such written guidelines and procedures may provide for a reasonable fee to be charged by

the Association prior to review by the Architectural Review Committee of any request for review by any Owner of any Lot.

## **8. ARCHITECTURAL APPROVALS OF HOME PLANS**

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

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 original Declarant.

Many Lots within Troy Village have unique and different natural opportunities and constraints. In order to take full advantage of these unique attributes, different Lots may require different approaches in home design and construction.

It may be determined that what is found acceptable in one situation may not be acceptable in another. The goal is for the appearance and character of all residences and improvements to harmonize with and enhance their natural man-made surroundings, rather than dominate and/or contrast sharply with them.

The Architectural Review Committee 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 TVHA, 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 Architectural Review Committee for review.

B. 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 1/4" equals one foot.

C. SITE PLANS - A site plan drawn to a scale of not less than one-inch equals 30 feet shall be submitted. The site plan shall show lot lines, road frontages, setbacks, 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., and the location of existing major trees and tree lines.

D. 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, garage door type and all exterior light fixtures. Color samples shall be provided for all exterior finishes.

E. LANDSCAPE AND IRRIGATION PLANS - Each Lot herein shall have a complete and comprehensive landscaping plan prepared by a capable landscape designer or architect. Each Lot shall have a budget for exterior landscaping, excluding top soil, sodding, seeding and irrigation sprinkling, in an amount of \$ 5,000.00 for Lots 1 through 20 and Lots 50 through 65 and Lots 68, 69 and 70. \$7,500.00 for Lots 21 through 45 and Lots 47, 48 and 49. \$10,000 for any lots not specifically named in this paragraph. All landscaping must be completed within fifteen (15) months from the start of construction on a Lot. Prior to start of construction on a Lot, the Lot Owner shall deposit with the Architectural Review Committee \$1,000.00, which shall be held in trust for said Lot Owner. The deposit of \$1,000.00 shall be refunded to Lot Owner upon completion of all required landscaping as approved by the Architectural Review Committee on the landscape plan. The Architectural Review Committee shall retain all interest on the \$1,000.00 deposit to offset administrative expenses.

F. DESIGN REVIEW FEE - For the initial construction plans on a Lot, a check for “Design Review Fee” in the amount of \$300.00 must accompany the submittals. The check should be made out to the party designated by TVHA. 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 TVHA from time to time to reflect actual costs of design review services.

To assist the Architectural Review Committee 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.

The above plans (hereinafter “Plans and Specifications”) may be submitted in whole or separately for approval. The Architectural Review Committee shall have thirty (30) days from the date of receipt of submittals, to approve, approve with conditions or disapprove of items submitted. In the event the Architectural Review Committee fails to approve, approve conditionally or disapprove of said submittals within thirty (30) days, said submittals shall be deemed disapproved.

All requests for approval, all document submittals and all communications with the Architectural Review Committee shall be in written form unless waived at the sole discretion of the Architectural Review Committee.

The Architectural Review Committee may determine to approve certain design plans in advance, and in connection with such approval, the Architectural Review Committee 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.

The Architectural Review Committee 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 Committee’s access and inspection shall be limited to the exterior areas. Absence of

inspection or absence of notice of non-compliance by the Architectural Review Committee does not constitute approval of work in progress or compliance with these covenants; or the compliance with approved Plans and Specifications.

Upon receipt of approval from the Architectural Review Committee, the 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 Owner shall fail to comply with this paragraph, any approval given shall be deemed revoked unless, upon the written request of the Owner made to the Architectural Review Committee prior to the expiration of said one (1) year period and upon a finding by the Architectural Review Committee that there has been no change in circumstances, the time for such commencement may be extended in writing by the Architectural Review Committee.

The approval by the Architectural Review Committee of any drawings or specifications for any work completed or proposed, or in connection with any other matter requiring such approval, shall not be deemed to constitute a waiver of or to any way limit the right to withhold approval as to any similar drawing, specification, or matter whenever subsequently or additionally submitted for approval. For example, the Architectural Review Committee may disapprove an item shown on the final submittal even though it may have been evident and could have been disapproved at the preliminary submittal.

The Architectural Review Committee reserves the right to waive or vary any of the procedures or standards set forth herein at its discretion, for good cause shown.

Failure to submit Plans and Specifications to the Architectural Review Committee, 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.

1). ESTOPPEL CERTIFICATE - Within thirty (30) days after written demand therefore is delivered to the Architectural Review Committee by any Lot Owner, and upon payment therewith to the Architectural Review Committee of a reasonable fee from time to time to be fixed by it, the Architectural Review Committee 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 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 Architectural Review Committee, TVHA, all Owners and other interested persons, and such purchaser, mortgagee or other encumbrancer.

**9. POST-SALE REVIEW BY ARCHITECTURAL REVIEW COMMITTEE 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 regrading 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 Architectural Review Committee. All Plans and Specifications submitted shall be in the form described in Section 8 hereinabove. In the event the Architectural Review Committee 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 be deemed disapproved. 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 Architectural Review Committee shall be kept on file for future reference. Failure to submit Plans and Specifications to the Architectural Review Committee 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**

All homes shall be designed and constructed to be sensitive to and compatible with the surrounding homes and compatible with the TVHA's guidelines and intentions with respect to architectural style, materials, colors, textures, building orientation, garage and driveway placement, building height, mass, roof pitch, air conditioning, utility meter, and chimney and vent locations. All homes shall be designed to present attractive facades on all four sides of the building. 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 veneer, care should be taken to avoid stark transitions between brick and siding, through either the incorporation of brick 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 sides. At the sole discretion of the Architectural Review Committee, if a side, both sides and/or the rear elevation of said home are not visible from any residential Lot, common area out lot, street or other common or public property or the golf course property, the Architectural Review Committee may waive or partially waive the above requirements.

All homes must include a plaque with the address clearly identified. All plaques must be of a uniform size, material, color, font and style, and must be approved by the Architectural Review Committee. They must be placed at or near the front entrance to the house in a lighted location that is visible and legible from the street. No other informational signs are allowed without the review

and approval of the Architectural Review Committee, except as defined in Section 20 (Signs) herein below. The following architectural standards shall apply to each Lot and no variances shall be approved from these architectural standards without the approval of the Architectural Review Committee.

**A. ARCHITECTURAL STYLE** - The architectural style of each home must be harmonious and compatible with the architectural style of the surrounding homes. The design of the homes must be contextual, in that the architectural style, massing, proportion, scale, color, materials, texture and detailing, and shall be sensitive to and relate positively to the surrounding environment, surrounding homes and with the Guidelines and intentions of the TVHA.

**B. MATERIALS** - All homes are to be designed to harmonize with and reinforce the ambiance of a traditional American country village. All garage facades are to be designed to enhance the architectural style of the home. The design of the garages should be an integral part of the design of the home and the use of offset facades, separate doors, paneled doors with windows, variable roof pitches, gables and dormers, and end/side loading is encouraged where appropriate. The following materials are allowed and encouraged: high quality natural materials, stained cedar/redwood wood siding, stucco, cedar shakes, slate, asphalt architectural dimensional shingles, dimension/antique brick or stone veneer and wainscoting, brick or stone chimneys, copper bay roofs, wood and clad divided lite windows and doors, wood doors, wood or clad windows, wood and decorative garage doors, etc. High quality manufactured maintenance free materials, aluminum, vinyl and steel siding, gutters, soffits and fascias, and doors may be used on homes, subject to the approval of the Architectural Review Committee. Maintenance free siding, gutters and fascias that are manufactured from materials that are readily damaged by impact, are not allowed on facades that are susceptible to errant golf shots. The use of impact resistant or tempered glass is encouraged in such areas.

**C. COLORS AND TEXTURES** - Main color: subtle hues of muted/grayed earth tones of beige, tan, brown, rust, rose, gray-green, gray-blue, gray, and off-white are allowed main colors. Accent colors: carefully related earth tones, grayed or muted colors, and white are allowed accent colors. Homes are to be built with a maximum of four colors per home including the roof.

All accessory structures are to conform to the colors selected for the home. Other or additional colors may be allowed subject to review and approval of the Architectural Review Committee.

**D. THREE SEASON PORCHES, SUN ROOMS AND ATTACHED GREEN HOUSES** - Three season porches, sun rooms and attached green houses are encouraged and allowed as a desirable feature. Such structures must utilize high quality materials and construction and be architecturally integrated with the home and with the surroundings and be in an appropriate location that provides privacy to the adjacent homes.

**E. FRONT PORCHES AND SITTING AREAS** - Front porches and sitting areas are encouraged and allowed as a desirable architectural feature throughout the neighborhood. Such structures must utilize high quality materials and construction and be architecturally integrated with the home and consistent with the surroundings.



F. **DRIVEWAYS** - 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, exposed aggregate concrete, pattern stamped colored concrete, brick, or pavers.

G. **GARAGE ORIENTATION** - In accordance with the Town of Troy zoning code, no more than seventy percent (70%) of the homes in Troy Village may have their garages facing the front of the Lot (thirty percent [30%] must be side-loaded). The Architectural Review Committee herein reserves the right to manage the garage orientation within the Troy Village 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.

H. **WALKS** - Concrete, exposed aggregate concrete, interlocking pavers, brick, pattern stamped colored concrete, and paving stone are encouraged and allowed materials for walks.

I. **PATIOS** - Exposed aggregate concrete, pattern stamped colored concrete, interlocking pavers, brick and paving stone are encouraged and plain concrete are allowed for patios.

J. **DECKS** - All exposed surfaces are to be constructed of heart redwood, or cedar (#1 or better) and shall be stained, painted, or bleached or allowed to weather. The design of the decks, railings and built-in benches or cabinets are to be architecturally integrated with the home and consistent and compatible with the surrounding homes. The structural members of decks are to be constructed of pressure treated lumber and are to be covered or landscaped to screen them from view from adjacent properties. Other materials may be allowed subject to review and approval of the Architectural Review Committee.

K. **WALLS** - Wing-walls serving as architectural extensions of the building, directional and screening walls, terrace and retaining walls are all allowed where appropriate and needed. The use of low retaining walls to preserve existing trees and natural vegetation is encouraged. Individual wall faces may not exceed 4 feet in height. Retaining walls may be terraced and must be properly designed and engineered. Walls must be architecturally compatible in form, materials and appearance with the surrounding homes, landscaping, natural areas and other walls.

The use of sound natural boulders or stone of granite, Minnesota Dolomite or Chilton Limestone for mass retaining walls is encouraged and allowed. All such walls are to be battered with the exposed face of all stones aligned in the same plane and with tightly fitted joints. The walls are to be designed to include lower course embedment, geofabric backing, soil amendment and compaction as needed. Boulders are to be placed in a random pattern with boulders ranging in diameter between two feet and five feet. All walls are to be constructed by experienced and skilled crafts persons. Retaining walls may also be constructed from brick or stucco. Wing walls, directional and screening walls may be of the same brick, stone or stucco materials used in the building. Modular interlocking concrete walls and walls made of other materials may be allowed in private areas that are not visible to the public. The use of modular interlocking concrete walls in other locations is subject to review

and approval by the Architectural Review Committee. Concrete block walls and timber walls are not allowed.

**L. FENCES** - Fences shall be prohibited in most instances but 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 Architectural Review Committee. Fences must be of high-quality construction and materials. All fences must be designed to be architecturally compatible with the homes and surroundings. The design of all fences should incorporate landscaping and other aesthetic features (trellises, arbors, unique paving) at the main gateways. 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. Fences along a public frontage must include landscape plantings on the public side to reduce the visual length of the fence. Such plantings are to be reviewed and approved by the Architectural Review Committee. 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 Architectural Review Committee, which shall require landscape screening and other mitigation.

The golf facility is to be a Scottish links style course with the limit of play and course boundary loosely defined by deep rough composed of natural areas of native grasses. The homeowners shall be prohibited in most instances but may be allowed to construct a fence or portions of fence on their lot to mark the boundary between the course and their private property, but only upon review and approval of the Architectural Review Committee. Such fences shall be maintained in good repair by the homeowner. The Architectural Review Committee, at its sole discretion, may prohibit fencing in the rear yard of any Lot adjoining the golf course property.

**M. GAZEBOS, PERMANENT DETACHED SCREEN ENCLOSURES** - Gazebos, permanent detached screen enclosures and other similar structures are encouraged to locate in yard areas that are visually unobtrusive to the public. They may be allowed in other parts of the yard subject to review and approval by the Architectural Review Committee. The design of gazebos and permanent detached screen enclosures is to be architecturally integrated, consistent and compatible with the surrounding homes and area.

**N. POOLS, HOT TUBS AND WHIRLPOOLS** - Swimming pools, hot tubs and whirlpools are allowed only in the private portions of the yard that are screened by landscaping or not visually obtrusive. Swimming pools must be permanent and of in-the-ground construction. Pool mechanical systems and storage (filters, heaters, etc.) must be enclosed, screened by landscaping or in a buried vault located in the private area and not visible to the public. All such pools, tubs, and spas must be no closer than 20 feet from the common Lot line and must meet all codes, including provisions for security and fencing. The drain outlet for the pool and filtration system must be designed and located to prevent runoff and/or damage to the onsite sewage treatment system, adjacent Lots or the golf course.

**O. LANDSCAPE STRUCTURES, BENCHES, OUTDOOR STATUARY** - Pergolas, shade structures, trellises, arbors, benches, ornamental garden pools and small fountains and other garden structures are encouraged to be located in private areas that are visually unobtrusive

to the public. The design of any such structure should be highly integrated with the architectural style of the home and compatible with the surroundings. When such features are an integral part of the overall design of the property, such structures may be desirable and allowed in other more prominent parts of the yard subject to review and approval of the Architectural Review Committee. Outdoor statuary or artwork may be allowed only in areas that are visually unobtrusive. Potentially controversial works or structures must be setback a minimum of 20 feet from all common Lot lines and screened.

**P. CHIMNEY STACKS AND ROOF VENTS** - Exposed metal chimney stacks and flues will not be permitted. All stacks and flues must be enclosed by a shaft compatible with the dwellings, materials and proportions. All efforts shall be made to locate roof attic box vents, plumbing stacks and roof vents at the rear side of the dwelling unit and not exposed to view fronting the street. At the sole discretion of the Architectural Review Committee, if a side, both sides and/or the rear elevation of the home are not visible from any street, other common or public property or the golf course property, the Architectural Review Committee may waive or partially waive this requirement.

**Q. 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.

**R. 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 be located in a private area not visible to the public, not closer than twenty (20) feet from a common lot line and screened by landscaping.

**S. 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 Architectural Review Committee. 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. Tree houses are not allowed.

**T. CHILDREN'S PLAY EQUIPMENT, TENNIS COURTS AND OUTDOOR RECREATION FACILITIES** - Children's play equipment, basketball backstops and standards, trampolines, tennis courts and other similar outdoor recreational features are only allowed in private yard areas that are not visually obtrusive to the neighbors and public. Any such structure must be no closer than twenty (20) feet from all common Lot lines and must be screened by landscaping. Other locations may be allowed subject to the review and approval of the Architectural Review Committee, which may require additional landscaping, land forming, and/or screening techniques as a condition of approval.

U. **SOLAR COLLECTORS** - Solar collectors are allowed pursuant to Wisconsin State law, but only after review and approval of the Architectural Review Committee for aesthetic qualities.

V. **EXTERIOR HOME LIGHTING** - The exterior lighting of the private homes will be very important for security, safety and aesthetic purposes. All exterior lighting must be shown on landscape or elevation plans and approved by the Architectural Review Committee as more fully described in paragraphs 8 and 9 hereinabove. 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. Exposed exterior lighting fixtures must conform in architectural form and scale to the residence. Lights are to be located and landscaped so that the light is not directed toward the adjacent homes or so the intensity is not more than .5 ft candles at the property line. All other exterior lighting must be approved by the Architectural Review Committee. Holiday lighting and ornamentation of up to 500W will be allowed. Holiday and ornamentation lighting above this limit may be allowed subject to review and approval of the Architectural Review Committee.

W. **IRRIGATION SYSTEMS** - Irrigation systems may be required for many or all maintained lawn and landscaped areas at the discretion of the Architectural Review Committee. Irrigation system mechanical components and garden hose storage must be screened by landscaping or located in areas that are not visible to the public. Water run-off will be each Lot Owner's responsibility. All efforts shall be made to contain the sprinkler system's over-spray within one's own Lot perimeter.

X. **WOODPILES** - Logs, split logs and kindling may not be stored in the front yard or in a portion of a side or rear yard viewable from a public street, common areas or from the golf course. Any such woodpile must be kept in a neat and stable condition. Wood may not be stacked in a location or manner that will cause damage to any other structure (fence, house, etc.). The wood in all woodpiles must meet all State and local fire codes and disease control regulations and best disease management practices.

Y. **GOLF COURSE PROPERTY RESTRICTIONS** - All buyers of Lots adjoining golf course property should be aware that their property may be highly visible from the golf course. In this event, the allowed improvement of these highly visible areas will be more restrictive than those areas that are not highly visible from the golf course or other public areas.

## 11. **LANDSCAPING**

A landscape master plan is to be prepared for each Lot and reviewed and approved by the Architectural Review Committee. This approved planting concept will serve as the guide and record for the landscaping of each property. Preserving, protecting and maintaining as much of the remaining existing woods and natural areas is encouraged as a means of reducing the impact of the development on the existing wildlife and their habitat. The removal of any existing trees over 4" in caliper size will require review and approval of the Architectural Review Committee. Lot Owners

must notify the Architectural Review Committee for review and approval prior to removing existing natural vegetation and trees four (4) inches caliper or larger. 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 Architectural Review Committee, be subject to remedial action as defined in Section 34 herein. Said remedial action may include the planting of replacement trees by the Troy Village Homeowner's Association and the recovery of all costs associated therewith by enforcement of an assessment lien against the subject Lot.

**A. PLANT MATERIALS** The use of native trees and shrubs is to be encouraged where appropriate. The Troy Village Homeowners Association Board of Directors will publish a palette of accepted native and non-native plant materials. Other plant materials may be allowed where appropriate, after review and approval of the Architectural Review Committee.

**B. GARDEN AREAS** Vegetable or regimented flower garden areas are to be kept neat and orderly. They are permitted in locations that are screened by landscaping or not visible to the public.

**C. NATURAL AREAS** The preservation of existing natural areas and the creation of new natural areas is encouraged in areas that do not result in adverse effects on the adjoining or surrounding properties. Naturalized planting areas are not appropriate for all locations. For instance, a naturalized front yard located between two mowed grass lawns would appear out of place. Such naturalized plantings must be maintained in compliance with local code and should be limited to areas that are currently natural, adjacent to existing natural areas or that would not detract from the appearance of the development or adjacent properties.

**D. PLANT LOCATIONS** All landscape features and plantings shall be located to ensure adequate visibility to and from the adjoining driveways and streets, both at the time of planting and as the plants mature. Trees may not be planted closer than five (5) feet to any underground utility.

**E. MAINTENANCE**

**i. CHEMICAL USE** All lawn and garden chemicals are to be handled, applied and disposed of in conformance with all Federal, State and local codes.

**ii. TREE MAINTENANCE** All landscaping and remaining trees are to be maintained in a sound and healthy condition. Damaged or diseased trees are to be treated in conformance with the current best management practices and in conformance with all appropriate State and local codes and regulations. Dead or unsalvageable trees and plant materials are to be removed promptly.

iii. **MOWING, MULCHING AND COMPOSTING** The Homeowners' Associations and homeowners are encouraged to use mulching mowers to incorporate the clippings into the turf in lawn areas. Homeowners and the Homeowners Association are also encouraged to compost bagged clippings and organic materials or to haul such materials to an appropriate recycling site. The composting of small amounts of yard waste is desirable in appropriate locations that are not visible or are screened from the public. All composting areas must be properly located and maintained to prevent unpleasant odors from adversely affecting the surrounding properties and must be promptly removed if any such odor can be detected and not eliminated.

## **12. APPROVAL OF HOME BUILDER (GENERAL CONTRACTOR)**

Prior to the initial construction of a residence on any Lot within Troy Village, the home builder (general contractor) building said residence must be approved by the Architectural Review Committee. The Architectural Review Committee may approve or disapprove any home builder at its sole discretion. The approval of a home builder for Troy Village will be based on the builder's experience and capability, as well as exclusive builder rights and obligations between TVHA and certain exclusive builders. At any time, a Lot Owner may request, and TVHA 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.

## **13. CONSTRUCTION GUIDELINES, RULES AND REQUIREMENTS**

A. **CONSTRUCTION TIME** 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 Architectural Review Committee) 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 Owner due to strikes, material shortages, fires, national emergencies, or natural calamities.

B. **INCOMPLETE CONSTRUCTION** In the event construction is not completed on a timely basis, the TVHA shall have the right to take action to make the Lot harmonious with the development. In this event, the TVHA 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 TVHA shall be entitled to recovery from said Lot Owner all costs and expenses associated therewith plus twenty-five percent (25%) add-on for perfecting of said deficiencies.

C. **USE AND TEMPORARY STRUCTURES** Structures constructed and erected in conformance with these covenants, restrictions and reservations 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, tent 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 TVHA 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 Owner or builder who desires to bring a construction trailer, field office, or the like to Troy Village shall first apply for and obtain written approval from the Architectural Review Committee. 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, Owners shall be responsible for erosion control on and from said Lots. 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 Owner's use and/or improvement of the property until the development is completed. Further, Owner shall be responsible for the cleanup of erosion and construction debris from streets, curbs, storm sewers and other project areas which result from 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 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 Troy Village except as expressly permitted by the Architectural Review Committee. 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. Unsightly dirt, mud, or debris resulting from activity on each construction site shall be promptly removed and the general area cleaned up.

**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 TVHA and agrees to indemnify and hold TVHA 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 TVHA and without cost to TVHA, unless specifically authorized otherwise by TVHA.

No soils may be exported from any Lot without approval from the TVHA.

**G. LOT CORNERS** Owner shall promptly and accurately replace any Lot corner monuments which are removed or displaced during Owner's construction of improvements. 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 plot for the Troy Village 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 Architectural Review Committee 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 Architectural Review Committee, 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 Architectural Review Committee 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 Architectural Review Committee. 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 Owners will be absolutely responsible for the conduct and behavior of their agents, representatives, builders, contractors and subcontractors while on the premises of Troy Village. The following practices are specifically prohibited:

**i.** Changing oil on any vehicle or equipment on the site itself or at any other location with Troy Village, other than at a location designated for that purpose by the Architectural Review Committee.

**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 Architectural Review Committee.

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



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

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 Architectural Review Committee.

vi. Use of, or transit over, any golf course area or common property area.

vii. No pets, particularly dogs, may be brought into Troy Village by construction personnel. In the event of any violation hereof, the Architectural Review Committee, the Association, or TVHA 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.

viii. Radios and other audio equipment playing music on construction sites at Troy Village are not permitted. This is to avoid impacting golfers as well as homeowners enjoying living at Troy Village.

#### **14. RESTRICTED USE AND CONSERVATION AREAS**

Certain areas of Lots within Troy Village, which have common Lot lines with the golf course, are subject to restricted use. See the Exhibit B attached hereto and made a part hereof for a complete pictorial presentation and identification of all Golf Course Buffer Easements and Golf Course Play Easements. The restricted use areas are either (A) Golf Course Buffer Easements; or (B) Golf Course Play Easements; or (C) are designated conservation areas restricted for aesthetic purposes.

**A. GOLF COURSE BUFFER EASEMENTS** Golf Course Buffer Easements have been established in certain areas to provide a reasonable margin of safety for Lot Owners and occupants from the hazards of occasional errant golf balls hit outside the limits of the golf course property. Within these Golf Course Buffer Easements, the only allowed physical use of the property shall be for:

i. The installation, use, operation, inspection, maintenance and replacement, if necessary, of an on-site sewage treatment system.

ii. The limited planting and maintenance of landscape shrubs and trees and grasses as approved by the Architectural Review Committee and as defined in Section 14B hereinbelow.

**B. GOLF COURSE PLAY EASEMENTS** Golf Course Play Easements have been provided over limited areas of certain Lots for the play of golf. Refer to Exhibit B attached hereto for the location of said Play Easements.

Refer to the Declaration of Golf Course Covenants, Conditions and Easements for complete easement rights granted to the golf course Owner pertaining to both the Golf Course Buffer Easements and the Golf Course Play Easements.

**C. CONSERVATION AREAS RESTRICTED FOR AESTHETIC PURPOSES**

Certain Lot areas shall be restricted for aesthetic purposes to provide for a uniform appearance when viewed from the golf course property and when viewed from other Lots or common areas. Additionally, the intention of these conservation areas restricted for aesthetic purposes is to prevent a non-uniform patchwork of rear yard uses with non-uniform levels of maintenance.

These conservation areas shall further define the edge of the golf course, discourage play and provide additional physical separation between the golf and residential activities. The landscaping within these areas is required to be natural and fully consistent and compatible with the natural character of the abutting golf course landscaping. No structures, gardens, storage, recreation or active uses are allowed within these areas. Sewage treatment fields or mounds may be located within the conservation areas but may only be landscaped with native prairie grasses and forbes. All grading within the conservation areas must blend and conform to the landform created by the golf facility.

Except as defined above, all restricted use areas shall be planted in grass species as specified by the Architectural Review Committee. Landscaping of these areas may also include clustered shrubs and trees, subject to review and approval of the Architectural Review Committee. Each Lot Owner shall be responsible for the establishment of said vegetation, the prevention of erosion and the re-establishment of vegetation if areas become disturbed or grass areas become blighted or do not survive, for whatever reason. Once grasses are established, these areas are intended to be maintenance free and are to be left natural, not maintained, cut, trimmed or sprinkled except as above outlined. If the conservation areas are not properly established and maintained, the Homeowners Association will have the right to take corrective measures, and to be compensated for the associated costs of such measures as described elsewhere in these documents, including but not limited to, placing a lien on the property. The Architectural Review Committee shall determine the boundaries of the conservation areas.

**15. 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 Architectural Review Committee. Dog kennels, runs or fenced-in areas are prohibited, except as shall have been specifically authorized in writing by the Architectural Review Committee prior to installation. Dogs must remain on their 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 Owners or becoming a nuisance in the community may be required to be removed from the Troy Village subdivision.

**16. 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 Architectural Review Committee, and only subject to conditions of approval including screening.

**17. 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 Architectural Review Committee.

**18. ANTENNAE**

Except with prior written approval of the Architectural Review Committee, no exterior television, radio, satellite, or microwave antenna of any sort shall be erected or maintained upon any Lot. The Architectural Review Committee may choose to prohibit all such antennae, or to prohibit only certain kinds and locations of antennae, and to change its regulations from time to time, all in its discretion. Without limiting the generality of the foregoing, it shall not be deemed arbitrary or an abuse of such discretion if the Committee were to:

- A. Permit existing antennae to continue to be maintained, while at the same time banning new antennae of the same type of location; or
- B. Prohibit antennae to be placed so as to be visible from the street side of a Lot, the golf course or other public areas, but permit the same antennae if not so visible; or
- C. Place height or size restrictions on antennae.

**19. 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, 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 private or public roadways.

**20. 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. The TVHA 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 TVHA.

**21. 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.

**22. GARBAGE 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 TVHA. 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.

**23. LOT MAINTENANCE**

Any Lot purchase and not improved or built upon shall be maintained by its 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.

**24. MAILBOXES**

All Lot Owners shall purchase and use the mailbox and support post design approved and authorized by the TVHA. Mailbox post installation shall be at locations approved and designated by the Hudson Postmaster and the TVHA. All mailbox structures shall be maintained in good repair and appearance by the Lot Owner. The Troy Village Homeowners Association may, at the Board's discretion, undertake maintenance of the mailbox posts and support structure; and in this event, assess to Lot Owner the cost thereof.

**25. CLOTHESLINES**

All clothesline locations must be approved by the Architectural Review Committee. Clotheslines must be retractable and must be housed when not in use.

**26. YARD ORNAMENTS**

No yard ornaments shall be permitted without the prior approval of the Architectural Review Committee.

**27. HOMEOWNER'S ASSOCIATION**

All Lot Owners automatically become members in the Troy Village Homeowners Association and be subject to all rules, regulations and By-Laws related thereto.

**28. VIOLATION AND RIGHTS OF PARTIES**

If any party violates or attempts to violate any of the covenants, conditions or restrictions here in 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 attorney's 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. GOLF COURSE** The property is in the vicinity of a golf course which is owned and operated by an entity unrelated to TVHA. Some of the Lots are adjacent to or near the golf course. Owners, by acceptance of a deed to a Lot, are deemed to be aware of, and consent to, the typical noises associated with maintenance and use of a golf course, including without limitation, early morning mowing, late night watering, spraying and the use of chemicals normally associated with golf courses.

Each Owner of a Lot or Lots in Troy Village acknowledges the understanding of the separate "Declaration of Golf Course Covenants, Conditions and Easements" and all conditions contained therein.

**30. 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.

**31. NON-LIABILITY**

**A. THE ARCHITECTURAL REVIEW COMMITTEE** The Architectural Review Committee, nor any member thereof, shall not be liable to the Association or to any Owner or other person for any damage, loss, or prejudice suffered or claimed on account of (A) the approval or disapproval of any drawings or specifications, whether or not defective; (B) the construction or performance of any work, whether or not pursuant to approved drawings and specifications; (C) the development or manner of development of any property within Troy Village; or (D) 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 him, acted in good faith. Without in

any way limiting the generality of the foregoing, the Architectural Review Committee and any member thereof may, but are not required to, consult with or hear the Association or any Owner or other person with respect to any drawings or specifications or any other proposal submitted to it.

**B. THE ARCHITECTURAL REVIEW COMMITTEE AND TVHA**

Neither the TVHA, Architectural Review Committee 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 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 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 TVHA, the Architectural Review Committee, or any member thereof, to recover damages. Approval by the TVHA, the Architectural Review Committee, or any member thereof, shall not be deemed to be a representation or warranty that the 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 Owner or other person submitting drawings or specifications to the Architectural Review Committee or performing any construction to comply therewith.

**32. ENFORCEMENT**

Enforcement of these covenants and restrictions and of the provisions contained in the Articles of Incorporation, By-Laws 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 Owner against any person (including the Association) violating or attempting to violate any covenant or restriction, 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 lien created by these covenants; and failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Attorneys' fees and costs of any court action brought to enforce these Covenants shall be payable by the non-prevailing party to the prevailing party.

**33. MERGERS**

Upon a merger or consolidation of the Association with another corporation as provided in its Articles and By-Laws, 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. The Town of Troy shall be given notice of any mergers within ten (10) days of occurrence.

**34. ASSOCIATION ACTS THROUGH BOARD**

The power and authority of the Association as provided in the Wisconsin Nonstock Corporation Act, the Declaration, By-Laws, and Rules and Regulations shall be vested in a Board of Directors elected by the Owners in accordance with the By-Laws 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 By-Laws to the Association shall mean the Board of Directors acting for the Association, unless action by the vote of the Owners, Members or Mortgagees is expressly required by said Act, the Declaration or By-Laws.

**35. 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.

**36. NOTICE TO TOWN OF TROY**

The Town of Troy shall be given notice of all meetings of the Troy Village Homeowners Association, Inc. and an authorized representative appointed by the Town of Troy shall be allowed to attend. Upon reasonable notice, all past due minutes shall be made available for review by an authorized representative appointed by the Town of Troy.

**37. NOTICES**

Any notice required to be sent to any Member of the Association (or 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 Owners shall be deemed notice to all.

**38. CAPTIONS**

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

THIS RESTATEMENT was approved by a majority of the Lot owners, during a voting period held between August 21, 2019 – September 20, 2019, with a final vote tally being 104 in favor and 3 opposed.

**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 \_\_\_\_\_, 2019.

TROY VILLAGE HOMEOWNERS ASSOCIATION, INC.

By \_\_\_\_\_  
Keith Olson  
Its President

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires: \_\_\_\_\_