Bylaws and Covenants
Troy Hill Estates H.O.A.

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WRDA Rev. 12/22/2010

The following Bylaws and Covenants of the Troy Hill Estates Homeowners Association, Inc.

P.O. Box

East Troy, WI 53120

are adopted as of the

5th day of April, 2025

Drafted By:

Bylaw Committee: Steve Alexander, Alex Davidson, Larry Czech, James Comfort, Joanne Klowinski, Jane Wegner and Laurie Forrestal-Parr. All are members of the Troy Hill Estates Inc. membership.

Board of Directors: David Davidson - President, John Jacoby - Secretary

and Laurie Forrestal-Parr - Treasurer.

Voted on by a Quorum at Membership Annual Meeting

held on April 5, 2025.

By-Laws and

Recorded Declaration of

Restrictions and Covenants for

Troy Hill Estates Homeowners Association, Inc.

TROY HILL ESTATES HOMEOWNERS ASSOCIATION, INC

DECLARATION OF RESTRICTIONS AND COVENANTS

THIS DECLARATION OF RESTRICTIONS AND COVENANTS of Troy Hill Estates (the "Declaration"), is made this 4th day of April, 2025 approved by the members of the Troy Hill Estates Homeowners Association, Inc. ("Declarant").

INTERPRETATION:

The protective covenants and restrictions may be subject to interpretation in those instances where an interpretation is required because there is no definite rule to be followed or because there is a question regarding an intangible concept such as, but not related to, what constitutes harmonious architectural design, what is poor design or proportioned on what is aesthetically pleasing. The matter shall be subject to the opinion of the Architectural Control Committee for the granting of final approval.

RECITALS:

A. Declarant is the owner of the property legally described on the attached Exhibit A (the "Property"), located in the Town of East Troy ("Town"), Walworth County, Wisconsin. The Property is developed as a fifty-four (54) lot single-family subdivision ("Subdivision").

B. Declarant intends by this Declaration to establish a general plan for the use, occupancy, and enjoyment of the subdivision. More specifically, Declarant intends to ensure the best use and most appropriate development and improvement of each Lot; to protect Owners against uses of surrounding Lots that will detract from the residential value of their property; to guard against the erection on the Property of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to ensure the highest and best residential development of the Property; to encourage and secure the erection of attractive homes on the Property with appropriate locations on Lots; to prevent haphazard and inharmonious improvements of Lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement on the Property in order to preserve and enhance the value of the investments made by purchasers.

DECLARATION

Declarant declares that each Lot shall be subject to the following restrictions, which shall run with the land and remain in force in perpetuity:

ARTICLE I
DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 "Declarant" shall mean Troy Hill Estates Homeowners Association, Inc. The "Declarant" may also mean the Architectural Control Committee, and vice versa, with respect to any required approval and review process under the Declaration.

1.2 "Association" shall mean and refer to Troy Hill Estates Homeowners Association, Inc.

1.3 "Property" shall mean and refer to all existing properties as are subject to this Declaration.

1.4 "Common Areas" shall mean all real property and real property interests located within the Property and designated as Storm Water Maintenance Areas, Wetland Areas, Restricted Planting and Landscape Easement areas, Entry Monument Easement areas, and other areas as shown on a final plat for Troy Hill Estates and which at the time of filing of the final plat, incorporation of the Association or at such other time the Declarant, in its sole discretion, desires to convey to the Association and which upon conveyance the Association shall have the responsibility to maintain. Such interest shall also include all personal property, easements, fixtures, structures and improvements as the same are located on the real property.

1.5 "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision or land division map or any certified survey map of the Property.

1.6 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot; except that as to any Lot which is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor.

1.7 "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article V, Section I.

1.8 "ACC" shall mean the Architectural Control Committee, as defined in Article VII.

1.9 "Town" shall mean the Town of East Troy, Walworth County, Wisconsin.

1.10 "County" shall mean Walworth County, Wisconsin,

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

2.1 Existing Property. The Property, more particularly described on Exhibit A as shown on the final plat, which is and shall be held, used, transferred, sold, conveyed and occupied subject to this Declaration is located in Walworth County, Wisconsin.

2.2 Additions to the Property. Declarant may, from time to time and in its sole discretion, subject all or a portion of real estate adjacent to the Property by appropriate reference hereto. The additions authorized herein shall be made by filing and recording Declarations in the Office of the Register of Deeds for Walworth County a Supplemental Declaration with respect to the additional property which shall extend the scheme of the restrictions and covenants of this Declaration to property, including increasing the number of Members and votes in the Association (as hereinafter defined) and the amount of property owned by the Association.

Supplemental Declaration may contain such complementary additions and modifications of the restrictions and covenants applicable to the additional property as may be necessary to reflect the different character, if any, of the additional properties and as are not inconsistent with the scheme of this Declaration. Supplemental Declaration may also provide for the use and enjoyment of the Common Areas by the owners of lots contained within the additional properties which become subject to this Declaration. Upon the recording of a Supplemental Declaration, the property described therein shall become a part of the Property and shall be subject to all of the terms of this Declaration.

ARTICLE III
GENERAL PURPOSES AND CONDITIONS

3.1 General Purpose. The Property is subject to the Covenants to ensure the best use and the most appropriate development and improvement; to protect the Owners against such improper use of the Property as will depreciate the value thereof; to preserve, so far as practicable, the natural beauty of the Property; to provide for entrances to the Property; to guard against erection of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to guard against an excess of similar architectural styles and thereby avoid housing monotony, to obtain harmonious color schemes; to insure the highest and best development of the Property; to encourage and secure the erection of attractive, substantial homes, with appropriate locations on Lots; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper setbacks from street and adequate free space between structures; to encourage, secure and maintain attractive and harmonious landscaping of Lots and Common Areas; and in general to provide adequately for a high type and quality of improvement in the Property and thereby to enhance the value of investments made by purchasers of Lots.

3.2 Acceptance of Dedications, Restrictive Covenants and Declarations. The Association hereby accepts the dedications and agrees to be bound by the restrictive covenants running with the land, both as contained on the final plat. The Association further accepts the obligations imposed by this Declaration.

3.3 Construction of Common Areas. Notwithstanding anything contained herein to the contrary, the Declarant shall be responsible for the initial construction, installation and landscaping of the Storm Water Detention Areas, Entry Monuments and their related landscaping and lighting elements, Planting and Landscape Areas, landscaping within the cul- de-sac islands and medians, and street trees (all as described below). Nothing contained herein shall constitute a waiver by the Declarant to subsequently assess the costs of all, or a portion thereof; of the above-mentioned construction, installation and landscaping to the Association pursuant to a separate agreement.

ARTICLE IV
BUILDING, STRUCTURE AND CONSTRUCTION RESTRICTIONS

4.1 Use. Lots may only be used for single-family residential purposes. Notwithstanding anything contained herein to the contrary, the Declarant and any subsequent purchaser of a Lot may use such Lot for purposes of building model homes open to the public for inspection and/or sale subject to the requirements set forth herein. No building shall be placed or permitted to remain on any Lot other than buildings newly constructed on the Lot; no previously constructed dwelling or structures shall be relocated to or situated upon any Lot without the written approval of the ACC.

4.2 Design Professional. All structures shall be designed by a person experienced in residential design or a professional engineer or architect.

4.3 Time for Construction. All buildings shall be completed within the lesser of the time allowed up by the Town of East Troy in its ordinances or within one (1) year from the start of construction. Start of construction shall be defined as the first day of digging the hole for the basement.

4.4 Dwelling Size. No dwelling shall be erected on any Lot having a ground area within the perimeter of the main building, at or above finish grade elevation (exclusive of garages, porches, patios, breezeways and similar additions), measured along the exterior walls, of less than the following areas:

(a) Not less than 1,400 square feet for a one-story dwelling;

(b) Not less than less than 1,700 square feet for a split-level with a minimum first floor area of 1,000 square feet;

(c) Not less than 2,000 square feet for a two-story dwelling with a minimum first floor area of 1,000 square feet;

(d) Not less than 1,400 square feet minimum first floor area for a ranch with a walk-out lower level exposure, with a minimum of 500 square feet on the walk-out lower level. The walk-out lower level must be completed at time of occupancy. This must be a full walk-out lower level. No partial walk-out lower levels;

(e) A walkout lower level exposed ranch could be 1,200 on main level with a minimum 700 on the walkout lower level, and completed at the time of occupancy (this must be a full walkout lower level no partials) With respect to all other types of dwellings, not less than such areas, determined by the ACC, as are consistent with the foregoing and with other provisions hereof.

(f) With respect to all other types of dwellings, not less than such areas, determined by the ACC, as are consistent with the foregoing and with other provisions hereof.

However, the ACC, in its sole discretion, reserves the right to make any deviation from the above requirements.

4.5 Grading, Building, Location and Lot Area.

(a) Any grading of a Lot must conform to the last approved Master Grading and Drainage Plans ("Grading Plans") on file with the Town and County. All Lots shall have setbacks from the front lot line and from the interior lot lines of distances determined by the ACC, but in no event less than that provided by the applicable Town and County ordinances. Generally, the ACC shall endeavor to maintain front structural setbacks of not less than, sixty- five (65) feet from the right-of-way of all Federal, State and County Highways and not less than thirty (30) feet from other road right-of-ways, side yard setbacks of not less than ten (10) feet and rear yard setbacks of not less than ten (10) feet.

(b) Within each set of building construction plans submitted to the ACC for approval shall be a plat of survey showing the placement of the proposed dwelling with the existing ground grade shown at all corners, together with all easements as shown on the final plat. The ACC reserves the right to make modifications as to the final first floor grade of the building. The landscaping and drainage of the Lot shall conform to Grading Plans.

(c) Each Owner shall be responsible for ensuring that drainage from their Lot adheres to the existing drainage patterns as set forth in the Grading Plans and that the Owner's construction and other building activity does not interfere with or disrupt the existing or planned drainage patterns. The existing drainage pattern on a Lot shall not be changed significantly, and no change to the drainage pattern on other lands within the Property shall be caused by an Owner which varies from the Grading Plan as that plan is amended by the Declarant from time to time, *subject to Town approval.* Minor changes from said Grading Plan, where these changes do not violate the purpose, spirit and intent of said Grading Plan, shall be reviewed and may, if for good and sufficient reasons, be approved by the ACC, the Town and the County; in all other cases the approved grades shall be strictly adhered to. Lot owners shall be held responsible for any violation that will cause additional expense to the Declarant or any other Owner to correct any grading problems.

(d) Grading adjacent to wetlands on Lots shall not exceed a 4:1 slope and shall conform to the top of foundation and finished yard grades as shown on the Grading Plans.

(e) Upon the approval of building grades by the ACC, the applicant shall file the approved grade with the Town and County, if necessary, for their review and approval prior to commencing any grading.

(f) Any excess fill from excavations shall be hauled, at the Lot Owner's cost, to a location within the Property specified by the Declarant and shall not be removed from the Property without the permission of the ACC.

4.6 Completion. All construction of dwellings and other incidental structures shall be completed within one (1) year from the date of commencement of construction. Pavement of driveways and construction of walkways shall be completed within one (1) year from issuance of an occupancy permit from the Town. Commencement of construction shall be defined as the first day of digging the hole for the basement.

4.7 Landscape. All plans for dwellings shall include a landscape plan which shall be subject to the approval of the ACC, and shall be submitted for approval prior to submission of the building plans for the dwelling and shall conform to the landscape standards set forth herein as *Exhibit B*. The plan shall also ensure that driveway, deck, patio, and walkway plantings have a pleasing park-like appearance The plan shall show all ground cover, including size and caliber of plant materials, mulch areas, landscape, construction materials and construction details.

Landscape planting for any dwelling as approved by the ACC shall be completed within one (1) year from the date of issuance of an occupancy permit by the Town, except as set forth herein, and shall be properly maintained thereafter. In the event the landscaping is not maintained properly, in the opinion of the ACC, upon notification, the Owner of the Lot shall take adequate measures to properly maintain the landscaping. Refusal to comply with the maintenance requirement shall be considered a violation of this Section 4.7 of this Declaration and shall be subject to penalties as provided in Article VIII. Any alterations to the approved landscape plan for a Lot shall be subject to the approval of the ACC. No trees, landscaping, or other plantings existing on a Lot, except those in the location of the proposed dwelling, patio, walks and driveways, shall be altered or removed without prior written approval of the ACC.

4.8 Nuisances, Etc. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood. Trash, garbage or other wastes shall not be kept except in sanitary containers and all such materials or other equipment for disposal of the same shall be properly screened from public view. Outside incinerators are not permitted.

4.9 Storage.

- No living quarters of a temporary character shall be permitted on any Lot at any time.
- All parked vehicles, trailers, recreational vehicles must be maintained and licensed when parked in private driveways or on any Lot.
- No more than one (1) trailer or recreational vehicle shall be parked in a private driveway or on a lot. All other trailers or recreational vehicles shall be stowed in a garage or properly screened from public view.
- No vehicles over Class 2 or box trucks in Class 2 shall be parked on any driveway or lot with the exception of during construction or landscaping of the property. Refer to Exhibit C for examples.
- No vehicle, trailer, truck, recreational type vehicle shall be left unattended, stored or abandoned for such time and under such circumstances as to cause the vehicle to reasonably appear to have been abandoned.
- For the purposes of this section, a junked, stored, or abandoned vehicle means any self-propelled land or water vehicle which can be used for towing or transporting people or materials, or parts thereof, including but not limited to automobiles, trucks, boats, trailers, motorized campers, motorcycles, motor scooters, mopeds, tractors, snowmobiles, ATV's or UTV's, and trailers of all types, in a disassembled, dismantled, junked, wrecked or inoperable condition.
- Accessory buildings shall be permitted in the Subdivision providing, however, that no accessory building is larger than 24 feet x 30 feet. The exterior elevation of any accessory building must match the existing dwelling and shall be subject to approval of the ACC, and shall also be subject to compliance with all the regulations, ordinances and requirements of the Town of East Troy.
- The ACC, in its sole discretion, reserves the right to make any deviation from the above requirements in the event of a formal complaint in writing submitted by a member(s) of the HOA to the Board of Directors.

4.10 Antennae. No external antennas, including satellite dishes, excepting satellite dishes of not greater than eighteen inches (18") in diameter, television antenna or radio towers of any type or for any purpose, shall be permitted on any Lot at any time without the prior written approval of the ACC.

4.11 Animals and livestock.

(1) No animals or livestock of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, chickens,or other small household pets (such as canaries or parakeets) or as otherwise approved by the ACC may be kept in a manner which will not disturb the high type and quality of life and the environment of the Property, provided that no animals shall be kept, bred or maintained for any commercial purposes.

(a) Town of East Troy ordinances Chapter 6.05 and 6.10 will apply to all owners of such animals.

(2) Keeping of poultry

(a) The raising and keeping of chickens is permitted where the principal structure is a detached single-family residence on the following conditions: License if required by the Town of East Troy.

(b) Prior to issuance of a license, the applicant shall provide proof of livestock premises registration with the Wisconsin Department of Agriculture, Trade and Consumer Protection.

(c) Number of chickens. No more than six chickens may be kept per residential lot.

(d) Roosters. Keeping of roosters is prohibited.

(e) Sale. The sale of chickens, chicken meat, eggs or other chicken by-products is prohibited without approval of the Walworth County Department of Health and Human Services and the Wisconsin Department of Agriculture, Trade and Consumer Protection.

(f) Chickens shall be provided with a well maintained chicken coop (i.e., a covered roosting area); and an adjacent covered chicken run.

(g) Owners must ensure that chicken waste is regularly managed and disposed of in a manner that does not create a nuisance to neighbors.

(h) The coop shall be a stand alone structure located in the rear yard at least 25 feet from all property lines and at least 10 feet from the principal structure.

(i) The coop shall not exceed 32 square feet in area nor 8 feet in height.

(j) The chicken run shall be located adjacent to the coop and shall be at least 25 feet from all property lines.

(k) The chicken run shall not exceed 64 square feet in area, and the fence surrounding it shall be between 48 and 72 inches in height.

(l) Chickens shall not be permitted in any other structure on the lot, including but not limited to garages, basements and attics.

(m) Chicken coop must be approved by the ACC. Designs should be submitted with a detailed drawing to include lot setbacks, existing structure, and coop dimensions.

4.12 Lamppost and Mailbox. At such time as a dwelling is constructed on a Lot, the owner of such Lot shall purchase from the Declarant and install one (1) outdoor electric lamp post, with photo eye wired direct to the Owners electrical panel. The lamp post shall be installed within the boundaries of the Lot near the intersection of the front Lot line and the proposed (or completed) driveway, as approved by the ACC. The Owner shall also, at Owner's sole cost, purchase and install a mailbox, which shall be approved and placed in the location determined by the ACC.

4.13 Garages: Parking and Concrete Driveway Approaches.

(a) Each Lot shall have a private enclosed garage (attached to the dwelling) for on- site storage of not less than two (2) nor more than five (5) automobiles for each one (1) family dwelling built upon such Lot and shall be connected to the street by a properly surfaced asphalt, concrete or brick driveway (such driveway shall be installed and completed within one (1) year

from the date of issuance of any occupancy permit).

(b) The location of any driveway and its intersection with the street shall be subject to the approval of the ACC. Each dwelling shall have a minimum of a two (2) car garage and a maximum four (4) car garage.

4.14 Roofing Material and Construction.

(a) All dwellings proposed to be erected, altered or modified shall specify on the construction plans dwelling materials acceptable in quality to the ACC and the construction shall be carried out with such roofing material as approved by the ACC.

(b) All dwellings shall have roof pitches of a minimum of 6/12 and approved by the ACC.

4.15 Exterior Building Materials and Dwelling Quality.

(a) All dwellings proposed to be erected, altered or modified shall, on the construction plans, denote material(s) proposed to be used, i.e. brick, stone, wood, cement board or other similar materials acceptable to the ACC and the construction shall be carried out with the material(s) as approved by the ACC. No vinyl siding shall be permitted. Aluminum may be used for soffits & fascia only.

(b) The design, layout and exterior appearance of each dwelling proposed to be erected, altered or modified shall be such that, in the opinion of the ACC at the time of approving of the building plans, the dwelling will be of a high quality and will have no substantial adverse effect upon property values.

(c) The proposed color schemes for a dwelling to be erected, altered, modified or repainted with a new color scheme shall be submitted to the ACC for approval prior to painting or staining. It shall be the aim of the ACC to harmonize colors for not only the dwelling proposed, but to consider the effect of these colors and materials as they relate to other dwellings.

(d) All color schemes including the color of siding, roof, brick or stone samples must be submitted for approval before installation on the dwelling.

(e) Hung bays shall not be permitted on first floor at any dwelling, except for twelve inches (12") maximum projected boxed, bow or bay windows.

ARTICLE V
HOMEOWNERS ASSOCIATION AND ASSESSMENTS

5.1 Membership and Voting Rights. Each Owner shall be a Member of the Association. Such membership shall be appurtenant to and may not be separated from ownership of a Lot. Every Member of

the Association shall have one (1) vote in the Association for each Lot owned by the Member. When more than one (1) person or entity holds an interest in a Lot, the vote shall be exercised as they themselves shall determine.

The members of the Board of Directors shall not be entitled to any compensation for their services as such members.

Any Member who is delinquent in the payment of charges, assessments and special assessments charged to or levied against his Lot shall not be entitled to vote until all of such charges and assessments have been paid.

5.2 Meetings. All meetings of the Association shall be open to all Owners and with not less than three (3) days prior written notice to all Owners. Notices shall be deemed given as described below. 28 members (51%) of the Association shall constitute a quorum. Action of the Association shall be taken by majority vote of the members of the Association present. *Quorum : 28 members (51%) of the total number of members) represented in person or by proxy, shall constitute a quorum at a meeting of members. BOD meeting quorum will be 51% of Directors represented in person or by proxy, shall constitute a quorum at a meeting of the BOD.*

5.3 Board of Directors (BOD) Duties. The Board of Directors (BOD) shall:

(a) Provide for the maintenance of improvements in the Common Areas which they deem necessary or desirable. These improvements consist of an entryway monument, fencing and landscaping.

(b) Provide for the maintenance and repair of private storm sewer where located within the private drainage easements shown on the final plat.

(c) Establish dates and procedures for the election of Board members of the Association.

(d) Promulgate operating procedures for the conduct of the Association and the Association's affairs.

5.4 Board of Directors Powers. The BOD shall have the following powers:

(a) To cause the Common Areas to be insured, maintained, repaired, landscaped and kept in good, clean and attractive condition,

(b) To enter into contracts and to employ agents, attorneys or others for purposes of discharging and its responsibilities under this Declaration.

(c) To levy and collect assessments in accordance with the provisions of *Article VIII.*

5.5. Annual General Assessment.

(a) Purpose of Assessment (Association Annual Dues). The annual general assessment levied by the Association each year shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and, in particular, for the improvement, construction, maintenance, policing, preservation and operation of the Common Areas, in accordance with the requirements set forth herein and those obligations and restrictive covenants set forth on the final plat, including but not limited to, the cost of labor, equipment, materials, insurance, management and supervision thereof and fees paid for auditing the books of the Association and for necessary legal services and counsel fees to the Board of Directors. The amount of yearly dues shall be recommended by the BOD and voted on by the members of the corporation at the Annual Meeting in April for the upcoming calendar year. The amount will be listed in the Annual Meeting Minutes and submitted to all current and future members of the Corporation.

(b) Determination of the Assessment. The Board of Directors shall prepare and annually submit to the Members a budget of expenses for the ensuing year for payment of all costs contemplated within the purposes of the annual general assessment described in Section 6.2(a). Upon adoption and approval of the annual budget by a Quorum of the Association Members, the Board shall determine the assessment by dividing the amount of the budget among all Lots equally. The rate of assessment shall not be limited by the amounts set forth in Wisconsin Statutes Section 779.70. *Quorum : 28 members (51%) of the total number of members) represented in person or by proxy, shall constitute a quorum at a meeting of members.*

(c) Method of Assessment. The assessment for each Lot shall be levied at the same time once in each year. The Board shall declare the assessments so levied due and payable at any time after thirty (30) days from the date of such levy (with an option for payment in monthly installments if approved by the Board), and the Secretary or other officer shall notify the Owner of every Lot so assessed of the action taken by the Board, the amount of the assessment of each Lot owned by such Owner and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner at last known post office address by United States mail, postage prepaid.

(d) Date of Commencement of Annual General Assessments. Annual general assessments shall commence on the date as determined by BOD in its sole discretion.

(e) Transfer Fees. A HOA transfer fee is a charge imposed by Troy HIII Estates Homeowners Association, Inc., when a property is sold or transferred. The Association at the time of purchase shall receive a transfer fee in the amount of $250.00 from each subsequent purchaser of a lot (whether or not improved) and from an existing house.

5.6 Special Assessment for Capital Improvement and Repairs to Drainage System. In addition to the annual general assessments authorized above, the Association may levy in any assessment

year a special assessment applicable to that year and not more than the next two (2) succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Areas, including fixtures and personal property related thereto, and extraordinary expenses incurred in the maintenance and operation of the Common Areas and facilities. Special assessments may also be levied to defray the costs of replacing or repairing all pipes, drains, grates and other appurtenances (not otherwise owned by the Town of East Troy) located within any water drainage easement area.

5.7 Special Assessment for Exterior Maintenance to Lots.

(a) Exterior Maintenance to Lots. In addition to the maintenance upon the Common Areas described in Section 6.2, the Association may, at the request of the Owner of any Lot or in the event the Owner of any Lot fails to maintain the exterior of any buildings or improvements on the Lot or the Lot itself, in reasonable condition, provide exterior maintenance upon each Lot as follows: **(i)** paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, driveways, walks, patios and other exterior improvements; and **(ii)** lawn cutting, shrub and tree trimming, driveway and walk shoveling and window cleaning. The Association, its agents, contractors and subcontractors, shall have all necessary rights of ingress and egress to and from such Lot, building or improvement with frill right to do whatever may be necessary to perform any such maintenance, repair or replacement.

(b) Assessment of Cost. The cost of such exterior maintenance, together with-fifteen percent (15%) for overhead, shall be assessed against the Lot upon which such maintenance is performed and if it is not paid within thirty (30) days of written notice of the amount of such assessment shall accrue interest at the annual rate of twenty percent (20%). Such special assessment shall constitute a lien and obligation of the Owner and shall become due and payable in all respects as herein provided.

5.8 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage on the Lot.

5.9 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: **(i)** all properties not within any Lot to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; **(ii)** all Common Areas; and **(iii)** all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from the assessments, charges or liens.

5.10 Joint and Several Liability of Grantor and Grantee. Upon any sale, transfer or conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefore.

However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Lot be conveyed subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement within fifteen (15) business days after the grantee's request, it is barred from claiming under any lien which was not filed prior to the request for the statement against the grantee.

5.11 Interest on Unpaid Assessment. Any assessment under this Article V which is not paid when due shall thereafter until paid in full bear interest at the rate of twenty percent (20) per annum or the highest interest rate permitted by law, whichever is lower. In addition to the interest charges, a late charge of up to Fifty Dollars ($50.00) per day may be imposed by the Board of Directors against an Owner if any balance in common expenses remains unpaid more than thirty (30) days after payment is due.

5.12 Effect of Nonpayment of Assessments: Remedies of the Association. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or abandonment of his Lot. If the Association has provided for collection of assessments in installments, upon default on the payment of any one (1) or more installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. If the assessment levied against any Lot remains unpaid for a period of sixty (60) days from the date of levy, then the Board may, in its discretion, file a claim for maintenance lien against such Lot in the office of the Clerk of Circuit Court for Walworth County within six (6) months from the date of levy. Such claim for lien shall contain a reference to the resolution authorizing such levy and date thereof; the name of the claimant or assignee, the name of the person against whom the assessment is levied, a description of the Lot and a statement of the amount claimed and shall otherwise comply in form with the provisions of Wisconsin Statutes Section 779.70. Foreclosure of such lien shall be in the manner provided for foreclosure of maintenance liens in said statute or any successor statute.

5.13 Creation of the Lien and Personal Obligation of Assessments. Declarant hereby covenants, and each Owner of any Lot by acceptance of the deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant, assume and agree to pay to the Association: **(1)** annual general assessments or charges; **(2)** special assessments for capital improvements and repairs to the Common Areas; **(3)** special assessments for exterior maintenance to Lots and repairs to Common Areas; and **(4)** special assessments as provided in sections 6.4 and 8.3. All such assessments together with interest thereon and costs of collection thereof, including attorney's fees, shall be **(a)** a charge on the land and a continuing lien upon the Lot against which such assessment is made and **(b)** the personal obligation of the person who was the Owner of such property at the time of the assessment.

5.14 Liability of Association Members. Members of the Association shall not be liable for any action taken by them in good faith in discharging their duties under this Declaration, even if such action involved a mistaken judgment or negligence by a member or agents or employees of the Association. The Owners shall indemnify and hold the members of the Association harmless from and against any and all costs or expenses, including reasonable attorneys' fees, in connection with any suit or other action relating

to the performance of their duties under this Declaration,

5.15 Discontinuation of Assessments. Notwithstanding anything contained herein to the contrary, the Association shall not have the power to discontinue the collection of assessments and charges or reduce such assessments or charges to a level which, in the opinion of the Town would impair the ability of the ~~Declarant,~~ Association or the Owner to perform the functions as set forth in the herein and in the final plat. Any proposed elimination or material reduction in the assessments or charges against Owners shall meet with the approval of the Town.

ARTICLE VI
COMMON AREAS

6.1 Owner's Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of benefit and/or enjoyment in any Common Areas acquired by the Association which shall be appurtenant to and shall pass with the title to every Lot.

6.2 Title to Outlots. Title to the Outlots as mentioned in Section 6.7(d), shall be conveyed to the Association by quit-claim deed, in accordance with Section 6.5 below, by the Declarant. Members shall have the rights and obligations imposed by this Declaration with respect to such Common Areas,

6.3 Extent of Owner's Easements. The rights and easements of benefit and/or enjoyment created hereby shall be subject to the following:

(a) The right of the Association, but subject to the prior written approval of the Town, to dedicate or transfer all or any part of any Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors; and

(b) The right of the Association, but subject to the prior written approval of the Town, to mortgage any or all of the Common Areas and facilities constructed on the Common Areas for the purposes of constructing or maintaining improvements or repair to Association land or facilities pursuant to approval of the Board of Directors.

6.4 Damage or Destruction of Common Areas by Owner. In the event any Common Area or any portion of the water, drainage, or sanitary sewer systems servicing the Property is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association, the Town or the County to repair said damaged area; the Association or the Town shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association but subject to Town and County approval. The amount necessary for such repairs, together with fifteen percent (15%) for overhead, shall be a special assessment upon the Lot of said Owner and shall accrue interest at the annual rate of twenty (20%) unless paid in full within fifteen (15) days after notice to pay. Any such damage not

caused by an Owner shall be the responsibility of the Association.

6.5 Right to Enter and Maintain. The Declarant and Association are hereby granted an easement and consequently shall have the right to enter upon any Outlot and/or Lot, at reasonable notice to the Owner, for the purpose of repairing, maintaining, renewing, or reconstructing any utilities, facilities, detentions areas, drainage systems, sewer and water systems, impoundments or other Improvements which benefit other Outlets, Lots and/or Troy Hill Estates as a whole in addition to benefiting such Lot. If such Lot contains public utilities or facilities having an area-wide benefit, which are maintained by the Town or County, the Town or County, following prior written notification to the Declarant, may, if necessary to maintain such facilities in good working order and appearance, enter upon any Lot in order to repair, renew, reconstruct, or maintain such facilities or utilities and may assess the cost, if such cost is not traditionally assumed by the Town or County and/or prior to acceptance of such public improvements, to the Owners. No prior written notification shall be required for emergency repairs.

6.6 Disclaimer. Declarant shall convey the above mentioned Outlets to the Association "as is" and without warranty, express or implied, of condition, quality of construction, fitness for a particular use or otherwise. The Association shall be responsible for obtaining adequate liability insurance for the Common Areas. Declarants shall have no liability for damage or injury to any persons or property arising from the existence or use of-the Common Areas.

6.7 Basements/Dedications/Obligations.

(a) Easements. Certain Easements affecting the Property are recorded on the final plat for Troy Hill Estates in the office of the Register of Deeds of Walworth County, Wisconsin. Each Lot shall be subject to any easement, dedication, restrictive covenant or any other restriction granted (and/or retained) by the Declarant on such final plat or hereafter to be granted (and/or retained) by the Declarant or its successors and assigns to the Town, or public or semi- public utility companies, for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone and for other purposes, and for sewers, storm water drains, gas mains, water pipes and mains, and similar services, for performing any public or quasi-public utility function or for any other purpose that Declarant or its successors and assigns may deem fit and proper for the improvement and benefit of Troy Hill Estates and the Owners or for any other purpose as set forth in dedications and restrictive covenants on the final plat. The Owner of any Lot on which such easement area(s) are located may use such areas, together with the area between the roadway and their lot, for grass, plantings driveways and other such uses as are described on the final plat and shall otherwise care for and maintain such area provided such uses shall not interfere with the improvements, their uses and purposes, and the uses and purposes of the Town; nor shall any improvement be placed within such areas without the prior written consent of the Declarant, Town and/or any other party having an interest in the respective easement area.

The minimum front or street setback, shore yard, side yard rear yard, wetland yard and on other

such areas (A Setback Areas) are and shall be reserved for the use of non-exclusive easements for utilities serving, in whole or in part, and or the Property or any Lot or Outlet located therein. By accepting title to a Lot and if not delineated on a final plat, each Owner hereby agrees that such Setback Areas may be subjected to easements for utility lines for electricity, sewer, water, gas, telephone, cable television, or other similar utilities. Within fifteen (15) days of written request therefore by the Declarant, or, after creation of the Association as provided herein, each Owner, if necessary and if not previously obtained, shall grant specific easements (and cause their lenders to agree to non-disturbance of such easements) upon such terms as may be reasonably requested. No structures or other improvements may be constructed in the Setback Areas except landscaping in accordance with approved landscaping plans or as otherwise specifically permitted by the ACC and subject to any additional restrictions as set forth in the final plat.

(b) Entry Monuments. Entry Monuments, including related landscaping elements and lighting, all of which shall be collectively referred to as "Entry Monuments", may be located in the Subdivision. Easements coextensive with the areas shown on the final plat as Monument Sign Easements located within such Lots/Outlots have been dedicated, given, granted and conveyed by the Declarant to the Association for the purposes of placing, constructing, installing and maintaining Entry Monuments all in accordance with the Town and County approved plans and for related ingress and egress. The Declarant, its successors, assigns and successors-in-title thereof shall be relieved of any maintenance obligations with respect to such areas only to the extent that the Association performs the required maintenance functions to the satisfaction of the Town and County. The Town and County shall have no maintenance obligations with respect to the above-mentioned areas. The Entry Monuments structures and their related landscaping elements shall remain the property of the Association.

(c) Maintenance. The Association shall be responsible for the maintenance (which maintenance shall include without limitation watering, mowing grass, weeding, removing trash and debris, trimming trees and shrubs and replacing dead or dying plant materials) of the street trees contained within the area between the roadway and the Lots. The Declarant, its successors, assigns and successors-in-title and the Owners of Lots thereof shall be relieved of any maintenance obligations with respect to such street trees to the extent that the Association performs the required maintenance functions to the satisfaction of the Town and County. The Town and County shall have no maintenance obligations with respect to the street trees.

(d) Dedications, Easements and Covenants for Stormwater Detention Areas and Adjacent Areas. The fee interest in the areas shown on the final plat as Outlets have been dedicated, given, granted and conveyed by the Developer to the Association. These Outlots are subject to the easements, dedications and to the restrictive covenants imposed by the final plat. Notwithstanding such easements and dedications, the Town and County shall have no obligations to exercise its rights with respect to the above mentioned Outlots. The Association shall be responsible for completing all related construction, installation, necessary repairs, alterations, landscaping and all required maintenance to these Outlots. All Restricted Storm Water Detention Areas as shown on

the residential portion (as defined on the final plat) of the final plat shall be preserved, protected and maintained as a stormwater detention basin, No filling or other activity or condition detrimental to their function as a stormwater detention basin shall occur or exist within such areas or on the surrounding lands without the written approval of the Declarant, Town and County. From time to time in the Towns and County's discretion, the Town and County shall have the right to inspect such areas. The obligations contained within this section and as imposed by the final plat shall run with the land, shall be binding upon the Declarant, its successors, assigns and successors-in-title, in their capacity as Owners and shall benefit and be enforceable by the Town, the County, the Declarant and the Association. The Declarant, its successors, assigns and successors-in-title thereof shall be relieved of any preservation, protection or maintenance obligations they may have as Owners only to the extent that the Association performs the required preservation, protection and maintenance functions to the satisfaction of the Town and County. The Association and its Members shall be bound by the above-mentioned covenants and such similar covenants as are contained in the final plat forever.

The Town of East Troy and the Declarant have entered into a Minimum StormWater Practice Maintenance Requirements Agreement. It is understood that the Minimum StormWater Practice Maintenance Requirements Agreement requires the Association to maintain all stormwater ponds and facilities according to best management practices and pursuant to applicable Ordinances of the Town of East Troy. The best management practices include the maintenance of all stormwater facilities, including sediment removal, if necessary, and all other improvements and vegetation provided to control the quantity and quality of stormwater all according to the Town Ordinances.

(e) Restricted Wetland Conservancy Areas. The areas designated as Restricted Wetland Conservancy Areas on the residential portion of the final plat shall be protected and maintained in their existing wetland state and no filling, dredging or other activity or condition shall occur within such areas or on the surrounding land adjacent to such areas which is detrimental to such Restricted Wetland Conservancy Area without the written approval of the Town and other governmental bodies having jurisdiction over such areas. Such areas are subject to an easement which has been dedicated to the Town for wetland conservancy and maintenance purposes and related ingress and egress; however, the Town shall have no obligation to exercise its rights with respect to such areas. The obligations contained within this section and as imposed by the final plat shall run with the land, shall be binding upon the Declarant, it successors, assigns and successors-in-title, in their capacity as Owners daily of the Lots or portion thereof and shall benefit and be enforceable by the Town and the Association. The Declarant, its successors, assigns and successors-in-title thereof shall be relieved of any protection or maintenance obligations they may have as Owners only to the extent that the Association performs the required protection and maintenance functions to the satisfaction of the Town and County. The Association and its Members shall be bound by the above-mentioned covenants and such similar covenants as are contained in the final plat forever.

6.8 Zoning Laws, Etc. In addition to the provisions contained within this

Declaration, all Lots and improvements thereon shall be subject to the Town and County zoning ordinances and applicable state and federal laws, as may be amended from time to time (hereinafter collectively referred to as "Laws"). No Lot shall be further divided or combined without the approval of the Town and County. The requirements under the applicable ordinance are not stated herein and therefore, it shall be the sole responsibility of every Owner to understand and insure compliance with the Town and County ordinances as the same may be amended from time to time.

In the event of a conflict between the provisions of this Declaration and the Town and County ordinances, the stricter shall control. Failure to mention a requirement with respect to any Lot or other necessary approval in this Declaration shall not imply that no such requirement exists with the Town or County and shall not constitute a waiver of such Town or County requirement and/or approval.

ARTICLE VII
ARCHITECTURAL CONTROL COMMITTEE

7.1 Composition. The original ACC shall be composed of three (3) members selected by the Declarant. The BOD will act as the ACC if no ACC Committee is formed. In the event of the death or resignation or refusal to act of any of the members of the ACC while any unimproved Lot remains unsold by the Seller or its successor or assign, then a successor to each of such members shall be appointed in writing by BOD or its successor or assign. After all of the vacant Lots in the Subdivision have been sold by Declarant or its successor or assign, the ACC shall consist of three (3) persons or more who shall be elected by a majority of the homeowners in the subdivision.

7.2 Rights and Responsibilities.

(a) All materials shall be approved in writing by the ACC before any building permit is applied for and construction commences.

(b) No building, fence, sign, wall, in ground swimming pool or other structure shall be erected, constructed, or maintained on any Lot, and no change or alteration shall be made to any building, fence, swimming pool or other structure, unless the complete plans and specifications for such improvement, a plat plan showing the exact location and elevations of such improvement, and the grade of the Lot and a sketch or view of such improvement is submitted to and approved in writing by the ACC prior to any building permit is issued and construction commences.

(c) The decision of the ACC concerning any such matter shall be final and bind all parties. The ACC shall have the right to refuse any such plan or specifications which, in the judgment of a majority of its members, are not in conformity with this Declaration, or are not desirable aesthetically or for any other reason. In passing upon such plans and specifications, the ACC may consider the suitability of the proposed building or other improvement; its design, elevation and

the materials to be used; the harmony of the improvement with the surrounding buildings, and the views from any adjacent property. All decisions of the ACC on these matters shall be final. The ACC shall have the right to waive minor infractions. ACC, nor their designated representatives, shall be entitled to compensation for services performed pursuant to **this** Declaration.

(d) The ACC shall not be liable for actions taken or decisions made in good faith,

(e) In addition to the restrictions in this Declaration, all construction shall comply with applicable zoning and building codes. It is not intended that the ACC has full knowledge of, or expertise in, matters of zoning and building codes and property damage. The ACC shall have no liability or responsibility in the event it approves plans which fail to comply with applicable zoning or building codes or fails to properly handle drainage. In such an event, it shall be the sole responsibility of the Owner to have appropriate corrections made to the plans and submit the revised plans to the ACC for its approval prior to construction.

ARTICLE VIII
ENFORCEMENT, TERMINATION, MODIFICATION

8.1 Right to Enforce. This Declaration and the covenants contained herein and on the final plat are enforceable only by the Declarant and/or the Association and/or the Town or such person or organization specifically designated by the Declarant, in a document recorded in the office of the Walworth County Register of Deeds, as its assignee for the purpose thereof.

8.2 Manner of Enforcement. This Declaration and the covenants contained herein and on the final plat shall be enforceable by the Declarant and its assigns and/or the Town in any manner provided by law or equity, including but not limited to one or more of the following:

(a) Injunctive relief

(b) Action for specific performance

(c) Action for money damages as, set forth in this Declaration

(d) Performance of these covenants *by* the Declarant, the Town or the County on behalf of any party in default thereof for more than thirty (30) days, after receipt by such party of notice from the Declarant, the Town or the County describing such default. In such an event the defaulting Owner shall be liable to the Declarant, the Town or the County for the actual costs (plus 20%) for overhead) related to or in connection with performing these covenants.

8.3 Reimbursement. Any amounts expended by the Declarant, Association and/or the Town

in enforcing these covenants, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other party, shall constitute a lien against the subject real property until such amounts are reimbursed to the Declarant, Association and/or the Town, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.

8.4 Failure to Enforce Not a Waiver. Failure of the Declarant or assigns and/or the Town to enforce any provision contained herein shall not be deemed a waiver of the right to enforce these covenants in the event of a subsequent default.

8.5 Right to Enter. The Declarant, a representative of the Association, the Town and the County shall have the right to enter upon any Building Site or other Lot within the Premises for the purpose of ascertaining whether the Owner of said Lot is complying with these covenants, and if the Declarant, the Town or the County so elects under Section 8.2(d) for the purpose of performing obligations hereunder on behalf of a party in default hereof.

8.6 Governmental Authority. In the event the obligations contained herein and as continued in the final plat are not being performed to the satisfaction of the Town or County, the Town or County shall have the right; but not the obligation, to perform such function and may assess any charges incurred in the performance of such covenants against the Association and/or the Owners. Any amounts expended by the Town or County in enforcing these obligations, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other patty, shall be paid by the Owner. In the event such amounts are not paid; the charges may be levied as a special assessment by the Town or County in accordance with Wisconsin Statutes.

8.7 Dedications/Restrictive Covenants/Easements. Each and every Owner of a Lot shall be subject to and bound by the easements, dedications and restrictive covenants as are set forth on the final plat.

8.8 Conflict & Failure to Mention. In the event of a conflict between the provision of this Declaration, the Town or the County ordinance, and the County ordinance is stricter than the provision contained herein, the County ordinance shall control. Failure to mention a requirement, with respect to any Lot and single family home to be built thereon, or other necessary approval in this Declaration shall not imply that no such requirement exists with the Town or the County and shall not constitute a wavier of such Town or County requirement and/or approval. Each and every Owner shall be solely responsible to insure that the Town or County ordinance is adhered to and shall be subject to the appropriate Town or County approval process for construction of a single family home on a lot.

ARTICLE IX
MISCELLANEOUS PROVISIONS

9.1 Term and Amendment. Unless amended as herein provided, this Declaration shall run with the Property and be binding upon all persons claiming under the Declarant, and shall be for the

benefit of and be enforceable solely by the Association.

This declaration may be amended by a written declaration executed by 28 members (51%) of the Lots subject to this Declaration provided the prior written approval of the Town and County is obtained.

Such written declaration shall become effective upon recording in the Office of the Register of Deeds of Walworth County, Wisconsin, All amendments shall be consistent with the general plan of development embodied in this Declaration.

9.2 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailings.

9.3 Enforcement. Upon the occurrence of a violation of the covenants, conditions and restrictions set forth in this Declaration, the Declarant or the Association shall give the Owner written notice of the violation and if such violation is not remedied within thirty (30) days after notice, or its second occurrence of such violation shall occur within six (6) months of the original notice of such violation from the Declarant or Association, the Declarant or Association may levy a fine in the amount of Five-Hundred Dollars ($250.00) and an additional fine of One- Hundred Dollars ($100.00) for every 15 days thereafter the violation continues. All fines levied by the Declarant or the Association shall constitute a special assessment and a lien on the Lot of the Owner who caused the violation and if a fine is not paid within fifteen (15) days after written notice of such fine, the amount due shall accrue interest at the rate of fifteen percent (15) annually. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, and against the land to enforce any lien created by these covenants. Failure of the Declarant or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any amounts expended by the Declarant or the Association in enforcing any term, condition or covenant set forth in this Declaration, including reasonable and actual attorney fees, shall be the responsibility of the offending owner. Any amounts so expended shall constitute a lien against the subject real property until such amounts are reimbursed to the Association or Declarant, with such lien to be in the nature of a mortgage enforceable pursuant to the procedures for foreclosure of a mortgage.

9.4 Severability. Invalidation of any of the provisions of this Declaration, whether by court order or otherwise, shall in no way affect the validity or the remaining provisions which shall remain in full force and erect. Said invalid or illegal provision will be modified to reflect, as close as possible, the original intent of the former invalid or illegal provision but in such a manner so as to make said provision valid and legal.

9.5 Covenants Run With The Land. All terms, conditions and provisions of this Declaration, and as may be amended, shall constitute covenants running with the lands.

9.6 Applicable Law. This Declaration shall be construed and enforced in accordance with, and be governed by, the laws and in the courts of the State of Wisconsin. Notwithstanding the provisions contained in these covenants, the lot owners within the Subdivision shall comply with all applicable Town and County ordinances. The Town of East Troy and Walworth County have not waived their ability to enforce any ordinances, laws or regulations against any of the lots and outlots within the Subdivision now or in the future, and these restrictive covenants have not created any specific grandfathered rights to any use or structure described herein.

9.7 Agreement to Terms. By acceptance of the conveyance of property which is subject to this Declaration, the grantee, mortgagee or transferee thereof acknowledges, accepts and agrees to each and every term, right, duty and obligation herein created, and the right of enforcement of this Declaration as set forth above.

DECLARANT: Troy Hill Estates Homeowners Association, Inc.

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These By-Laws and Covenants of the Troy Hill Estates Homeowners Association, Inc. are adopted as of the 5th day of April, 2025

Bylaw Committee: Steve Alexander, Alex Davidson, Larry Czech, James Comfort, Joanne Klowinski, Jane Wegner and Laurie Forrestal-Parr. All are members of the Troy Hill Estates Homeowners Association Inc.

Troy Hill Estates Homeowners Association, Inc Board of Directors: David Davidson, President - John Jacoby, Secretary - Laurie Forrestal-Parr, Treasurer. Accepted by a Quorum of a majority vote of the members on April 5, 2025.

EXHIBIT A
Legal Description of Subdivision

A part of the Northwest ¼, Northeast ¼, Southwest ¼ and Southeast ¼ of the Southwest of Section 30, Town 4 North, Range 18 East, in the Town of East Troy, Walworth County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of the Southwest ¼ of said Section; thence N 89°08'32" E along the South line of said ¼ Section 33.00 feet to the point of beginning of lands to be described; thence N 00°07'27" W along the East line of Townline Road and parallel with the West line of said ¼ Section 274.81 feet; thence N 89°52'33" E 130.35 feet; thence N 00°07'27" W 1209.00 feet; thence S 89°52'33" W 130.35 feet to a point on the East line of said road; thence N 00°07'27" W 324.81 feet; thence N 89°38'41" E 305.75 feet; thence N 00°21'39" E 397.38 feet; thence N 89°32'05" W 309.13; thence N 00°07'27" W 414.95 feet to a point on the North line of said ¼ Section; thence N 89°01'58" E along said North line 1694.99 feet; thence S 00°02'40" W 2139.34 feet; thence S 89°08'32" W 1119.19 feet; thence S 03°48'39" W 250.00 feet; thence N 86°23'53" W 188.08 feet; thence S 01°01'11" W 254.89 feet to a point on the South line of said 4 Section; thence S 89°08'32" W along said South line 359.51 feet to the point of beginning.

Also known as all of Troy Hill Estates Subdivision, being a Subdivision of part of the Northwest ¼, Northeast ¼, Southwest ¼ and Southeast ¼ of the Southwest ¼ of Section 30, Town 4 North, Range 18 East, in the Town of East Troy, Walworth County, Wisconsin, excepting Lot 55 of said Troy Hill Estates Subdivision.

Containing 81.749 acres of land.

EXHIBIT B

Landscape standards

The intent of the landscape requirements is to provide minimal planting with a diversity of trees within the individual lot areas,

1. At least two (2) deciduous trees no less than one and one-half inch (12") cal. shall be incorporated into the landscape design.

2. At least one (1) evergreen tree no less than five inches (5") high shall be incorporated into the landscape design.

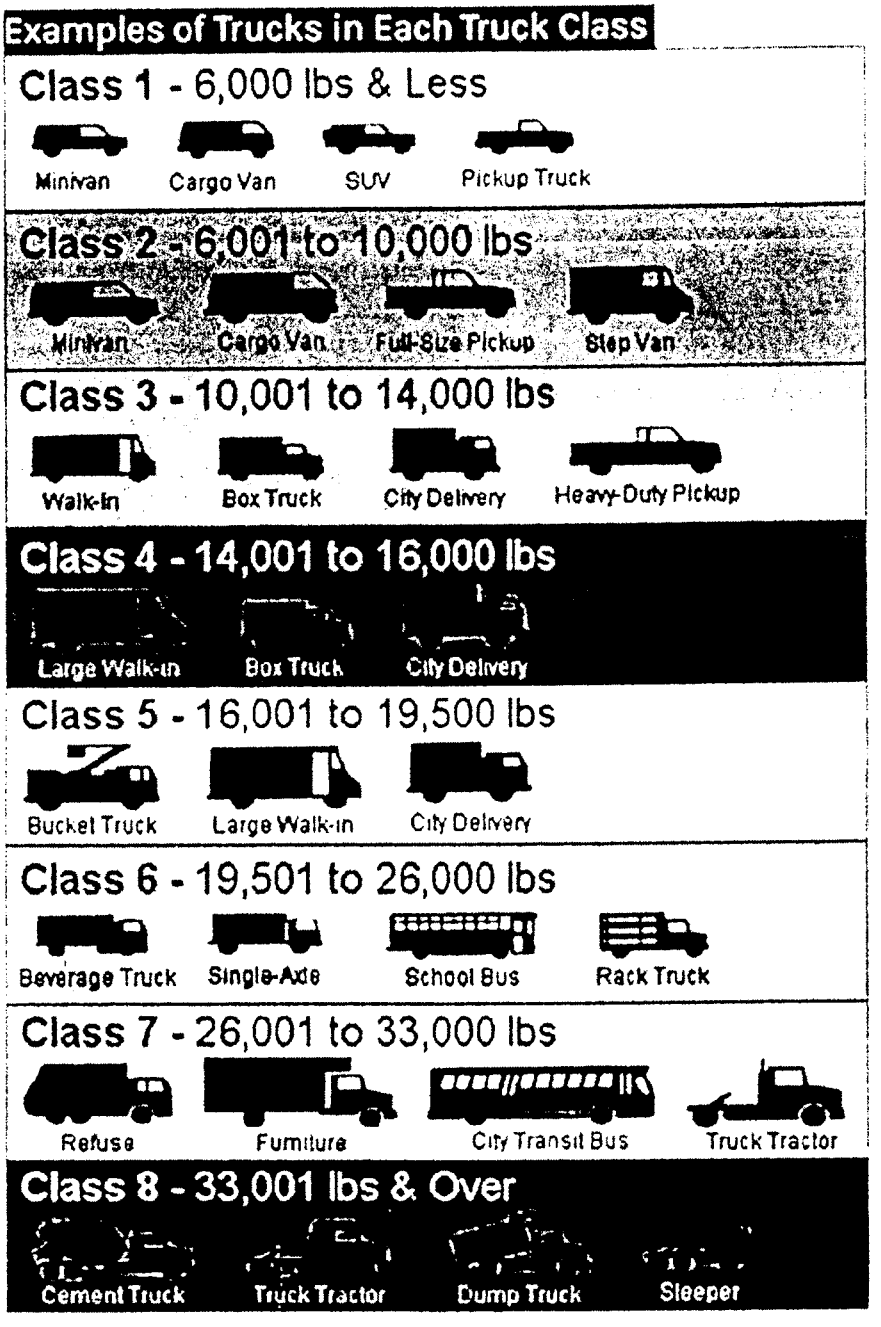
3. Landscape plans shall be approved by ACC prior to installation.

4. Landscaping as approved by ACC shall be installed and completed no later than twelve (12) months after final occupancy is granted.

5. Hard surface driveway (asphalt, concrete, pavers, etc) shall be completed no later than twelve (12) months after final occupancy is granted.

6. Plants within the landscaped "traffic vision triangle" shall not obstruct the view between the street and the access drives near the street yard entries and exits, and such shrubs and landscaping shall not exceed twenty-four inches (24") in height.

EXHIBIT C


Examples of Trucks in Each Truck Class
Class 1 - 6,000 lbs & Less
Minivan
Cargo Van
SUV
Pickup Truck
Class 2 - 6,001 to 10,000 lbs
Minivan
Cargo Van
Full-Size Pickup
Step Van
Class 3 - 10,001 to 14,000 lbs
Walk-in
Box Truck
City Delivery
Heavy-Duty Pickup
Class 4 - 14,001 to 16,000 lbs
Large Walk-in
Box Truck
City Delivery
Class 5 - 16,001 to 19,500 lbs
Bucket Truck
Large Walk-in
City Delivery
Class 6 - 19,501 to 26,000 lbs
Beverage Truck
Single-Axle
School Bus
Rack Truck
Class 7 - 26,001 to 33,000 lbs
Refuse
Furniture
City Transit Bus
Truck Tractor
Class 8 - 33,001 lbs & Over
Cement Truck
Truck Tractor
Dump Truck
Sleeper

BY-LAWS OF
TROY HILL ESTATES HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Section 1. Membership.

There shall be but one class of membership. Each of the 54 lot owners in the tract of land, shown on that certain Protective Covenants dated, recorded in the Office of the Register of Deeds for Walworth County, Wisconsin on the 24th day of April, 2025, as Document No. 1110366 shall be a member of Troy Hill Estates HomeOwners Association, Inc. (hereinafter referred to as the "Corporation").

It is intended that all present and future lot owners in the Corporation shall be members subject to the following conditions and limitations:

1. If any parcel of land is owned in joint tenancy or tenancy in common, only one owner for each such parcel shall be a member.

2. The ownership of more than one lot in the above tract by any owner shall entitle such owner to one membership for each separate lot:

3. If any member sells, conveys, or otherwise transfers the lot (s) in the above tract, that member's membership(s) shall automatically be transferred to such transferee and shall be so recorded upon the record of the Corporation.

4. Upon the death of any member, membership shall automatically pass to any devisee or heir at law subject to the provisions of subsection 1 above, and shall be so recorded upon the records of this Corporation.

5. No person or entity who holds an interest merely as security for the performance of an obligation shall be a member, but in such case the owner of equitable title shall be the member.

Section 2. Voting Rights.

Each member shall be entitled to one vote for each membership (lot), of each matter submitted to a vote of members. Members who are Corporation of the annual delinquent in the payment to the assessments and special assessments charged to or levied against their lot or lots shall not not be entitled to vote until all such annual assessments and special assessments have been paid.

Section 3. Privileges of Membership.

Members shall be eligible to serve on various committees established pursuant to the By-laws in the carrying out of the purposes of the Corporation.

ARTICLE II

Section 1. Annual Meeting of the Members. The annual meeting shall Occur on a Saturday or Sunday in April at a time and place as designated by the Board of Directors, for the purpose of electing Directors as provided in the By-laws, adopting an annual budget and for the transaction of such other business as may come before the meeting. The date shall be determined annually at the previous year's corporation meeting.

Section 2. Special Meeting of the Members. Special meetings of the members for any purpose(s) may be called by the President or the Board of Directors and shall be called by the President at the written request of at least 25% (14 lot owners) of the members entitled to vote at such meeting.

Section 3. Notice of Meeting. Written notice stating the place, day and hour of the meeting and the purpose (s) for which the meeting is called shall be delivered not less than thirty days before the date of the meeting, either personally or by mail, email or at the direction of the President or Secretary or other officer or persons calling the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at an address as it appears on the records of the Corporation with postage thereon paid.

Section 4. Quorum. *Quorum : 28 members (51%) of the total number of members) represented in person or by proxy, shall constitute a quorum at a meeting of members. BOD meeting quorum will be 51% of Directors represented in person or by proxy, shall constitute a quorum at a meeting of the BOD.*

If a quorum is present, the affirmative vote of the majority of the membership represented at the meeting and entitled to vote on the subject matter shall be the act of the Corporation unless a greater proportion be required by law, the articles of Incorporation or the By-laws. When less than a quorum of the memberships are represented at a meeting, a majority of the memberships so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting (s) at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 5. Conduct of Meeting. The President, and in the absence of said President, the Secretary, and in their absence any person chosen by the members present who call the meeting of the members to order shall act as chairman of the meeting and the Secretary of the Corporation shall act as Secretary of all meetings of the members; but in the absence of the Secretary, the presiding officer may appoint any

other person to act as Secretary of the meeting.

Section 6. Proxies. At all meetings of members, a member entitled to vote may vote in person or by proxy appointed in writing by the members or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the corporation before or at the time of the meeting. Unless otherwise provided in the proxy, a proxy may be revoked at any time before it is voted, either by written notice filed with the Secretary or the acting Secretary of the meeting or by oral notice given by the member the presiding officer directing the meeting. The presence of a member who has filed his proxy shall be valid for any meeting or adjournment thereof other than such meeting for which it was given.

Section 7. Waiver of Notice by Members. Whenever any notice is required to be given to any member of the Corporation, a waiver thereof in writing signed at any time, whether before or after the time of meeting by the member entitled to such notice, shall be deemed equivalent to the giving of such notice.

Section 8. Unanimous Consent Without Meeting. Any action required or permitted to be taken at a meeting of the members may be taken without a meeting if consent in writing setting forth action so taken shall be signed by all members entitled to vote.

ARTICLE III

Section 1. Management of the Corporation. The business and affairs of the Corporation shall be managed by its Board of Directors.

Section 2. Initial Directors. The initial Directors shall be as designated in the Articles of Incorporation. The initial Directors shall hold office until replaced as provided in these By-laws. Any vacancy, which shall occur in the initial Board of Directors for any reason prior to the end of such term of office, shall be filled by an election. *N/A - First election of BOD was held on April 5, 2024*

Section 3. Number, Tenure and Qualifications of Board of Directors. After the terms of the initial Board of Directors have expired, the number and election process of the Directors of the Corporation shall be listed under Article IV. One member per Lot is eligible to sit on the BOD per term.

Section 4. Regular Meetings of Directors. A regular meeting of the Board of Directors shall be held on a quarterly basis with a date, time, and location, scheduled by the BOD. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution. Agenda and notice of quarterly meetings will be sent to all members one (1) week prior to meeting date and a draft of the meeting minutes will be sent out within 7-10 days following the meeting.

Section 5. Special Meetings of the Board of Directors. Special meetings of the Board of Directors may be called by or at the request of the President, Secretary, or any two Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place as the place for holding any special meeting of the Board of Directors called by them.

Section 6. Notice. Notice of any special meeting of the Board of Directors shall be given at least 48 hours previously thereto by written notice delivered personally,or emailed to each Director at an email address as shown on the books of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United State mail so addressed, with postage thereon prepaid. Whenever any notice, whatever is required to be given to any Director of the Corporation, under the provisions of these By-laws or under the provisions of the articles of Incorporation or under provisions of any Statute, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the Director entitled to such a notice, shall be deemed equivalent to the giving of such notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting and objects to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 7. Quorum. A majority of the number of Directors fixed by the Articles of Incorporation or Section 3 of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but though less than such quorum is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 8. Removal. Any Director, other than Directors on the initial Board of Directors, may be removed from office by the affirmative vote of a majority of the members of the corporation entitled to vote for the election of such Director taken at a special meeting of the members called for that purpose.

Section 9. Vacancies. The Board of Directors may fill any vacancy in their Board happening after any regular annual election or any vacancy created by an increase in the authorized number of Directors until the next succeeding election, by the affirmative vote of a majority of the Directors then in office.

Section 10. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 11. Conduct of Meeting. The President, and in the absence of the President, the Secretary, and in their absence, any Director chosen by the Directors present shall call a meeting of the Board of Directors to order and shall act as chairman. The Secretary of the corporation shall act as secretary of all meetings of the Board of Directors; but in the absence of the secretary, the Directors present may appoint any other person to act as secretary of the meeting.

Section 12. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors, or a committee thereof at which action on any corporate matter is taken, shall be presumed to have assented to the action taken unless a dissent shall be entered in the minutes of the meeting or unless the Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 13. Unanimous Consent Without Meeting. Any action required or permitted by the Articles of Incorporation or By-laws to be taken by the board of Directors at a meeting or by resolution may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors then in office.

Section 14. Committees. The Board of Directors may, by resolution, adopted by a majority thereof, designate one or more committees, each committee to consist of at least one Director and as many members of the corporation as deemed necessary, which, to the extent provided in such resolution, shall have and may exercise, when the Board of Directors is not in session, the powers of the board of Directors in the management of the affairs of the Corporation, except action in respect to election of officers of the levying of the annual and/or special assessment, as provided below.

Section 15. Architectural Control Committee. The BOD may, by resolution, adopted by a majority thereof, shall designate the members of the ACC. The committee shall consist of at least three (3) members or more and at least one BOD member. The stated purpose of the ACC is to approve all building plans and exterior design, and such matters as are called for in the recorded restrictions.

In the event of no active ACC or membership of less than 3 people the BOD shall fill the vacant position(s).

ARTICLE IV

Section 1. Number. Board Of Directors shall consist of (5) Elected Officers: President, Vice President, Secretary, Treasurer and the ACC Chairperson. The Board shall include the Immediate Past President as an honorary position with voting privileges in the event of a tie. This would occur at a Board meeting if there were an even number of attendees in attendance.

Section 2. Election and Term of Office. The April 2026 election shall add (2) elected voting positions; Vice President and ACC Chairperson. The Vice President will act as President in the absence of the President. The Vice President shall also Chair the Election Committee.

- To create a staggered Board format the April 2026 election shall include the positions of Secretary, Vice President and ACC Chairperson. The April 2027 election shall include the positions of President and Treasurer. Subsequent elections shall follow this cycle. Each election shall be a 2 year term.

- Requests for Nominations will be sent to the Members with yearly dues in early January.

- The nomination deadline shall be February 15. The slate of officers shall be sent to the Members by March 15. Voting will occur by proxy until April 1st. Final voting will take place at the Annual Membership meeting in April.

- There shall be term limits of 3 consecutive terms for each elected position. A member may run for a different office position after such time. A member may run for a position previously served if they have

not held any elected office for a period of one 2-year term.

· In the event of an elected officer leaving the board for whatever reason the remaining elected officers shall choose a replacement. The replacement will serve out the current term of the officer leaving the board. This period shall not be considered for a term.

· An official standardized ballot shall be used for all elections.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person or removed. Election or appointment shall not of itself create contract rights. If any officer is removed from the Board they may not serve again as an elected officer for 2 terms.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board of Directors for the remaining-portion of the term.

Section 5. President. The President shall be the principal executive officer of the Corporation, and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. The President shall, when present, preside at all meetings of the shareholders and of the Board of Directors. The President may sign, with the Secretary or any other proper officer of the Corporation thereunto, authorized by the Board of Directors, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where: the signing and execution thereof shall be expressly delegated by the Board of Directors, or: to some other officer or agent of the corporation, or: shall be required by law to be otherwise signed or executed - and, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors.

Section 6. The Secretary. The Secretary shall: **(a)** keep the minutes of the members' and of the Board of Directors' meetings in one or more books provided for that purpose; **(b)** see that all notices are duly given in accordance with the provisions of these By-laws or as required by law; **(c)** be custodian of the corporate records; **(d)** keep a register of the post office address, and e-mail address of each member which shall be furnished to the Secretary by the Secretary by such members; **(e)** sign with the President any instruments required to be executed on behalf of the Corporation; and **(f)** in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors.

Section 7. The Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Treasurer shall: **(a)** have charge and custody of and be responsible for all funds and securities of the Corporation; **(b)** receive and give receipts for moneys due and payable to the corporation from any source whatsoever and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of these By-laws; and **(c)** in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board of Directors.

ARTICLE V

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents,

to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authorization may be general or confined to specific instances.

Section 2. Loans. No loan shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by or under the authority of resolution of the Board of Directors. Such authorization may be general or confined to specific instances.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by or under the authority of resolution of the Board of Directors.

Section 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as may be selected by or under the authority of the Board of Directors.

ARTICLE VI

Section 1. Budget. The Board of Directors shall, in advance of the annual meeting of the members, prepare a budget of the expenditures, which the Corporation proposes to make for the ensuing year. Such a budget shall include the expenses of maintaining the necessary organization of the Corporation, including fees paid for auditing the books of the Corporation and necessary legal services and counsel fees.

Section 2. Annual Assessment. Each parcel owner shall be subject to a general annual charge or assessment determined solely by the Board of Directors for the purpose of enforcement of the restrictions affecting the subdivision and such other matters as may be within the legal rights of the Corporation. Such annual assessment shall be a pro rata share or one share per parcel of the costs incurred by the Corporation. Such annual assessment shall be levied by the Corporation as of January 1 for such year and a statement for such amount shall be sent to the owner of each lot as of such date and be payable on or before March 1 of each year.

Section 3. Special Assessments. A special assessment may be levied by the Corporation for the purpose of extraordinary expenses if consented to by 28 member votes (51% of the lot owners) of the members of the Corporation. Such special assessments shall be due and payable 90 days after the required affirmative vote of the voting members of the Corporation.

Section 4. Delinquent Assessments. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, become continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devises, personal representatives, successors and assigns and the Corporation may file a lien on the lot. This delinquent assessment shall also be a personal obligation of the then owner of the parcel or parcels involved and shall remain the personal obligation statutory period.

If the assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of a delinquency at the rate of 15% per annum, and the Corporation may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the actual attorney fees and costs incurred in collection of this matter, and in in the event a judgment is obtained, such judgment shall

include interest on the assessment as fixed by the Court.

Section 5. Proof of Payment of Assessments. The Corporation shall, upon demand at any time, furnish to any parcel owner certificate in writing signed by an officer of the Corporation setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all assessments therein stated to have been paid.

ARTICLE VII

Amendments. All amendments shall be in writing at a meeting of the membership duly held in accordance with these By Laws and a vote of at least 28 (51%) of the lot owners is necessary to amend.

ARTICLE VIII

Stocks, Dividends & Dissolution. The Corporation shall not have or issue shares of stock. No dividend, liquidating dividend or distributions shall be declared or be paid to any private individual, officer or director or members of the Corporation, and no part of the income, assets or surplus of the Corporation shall be distributed to its members, directors, or officers. The Corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered, except as limited in the Bylaws, and may confer benefits upon its members in conformity with its purposes.

In the event of dissolution of the Corporation all of the Association's assets, after payment of its liabilities shall be distributed to one or more tax exempt organizations as described in the I.R.C. and having purposes substantially similar to those of the Corporation (except that no private foundation as defined by the I.R.C. section 509 (a) shall be a recipient) or to one or more units or agencies of federal, state or local government to be used exclusively for public purposes. Any such assets not distributed shall be distributed to one or more of such organizations as determined by the Circuit Court of the county in which the principal office of the Association is then located.

ARTICLE IX

Calendar and Fiscal Year.

This Corporation shall operate January 1st - December 31st on a calendar year basis for Annual dues and Tax purposes.

This Corporation shall operate April 31st - May 1st for a Fiscal Year for budgeting purposes only.

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These By-Laws and Covenants of the Troy Hill Estates Homeowners Association, Inc. are adopted as of the 5th day of April, 2025

Bylaw Committee: Steve Alexander, Alex Davidson, Larry Czech, James Comfort, Joanne Klowinski, Jane Wegner and Laurie Forrestal-Parr. All are members of the Troy Hill Estates Homeowners Association Inc.

Troy Hill Estates Homeowners Association, Inc Board of Directors; David Davidson, President - John Jacoby, Secretary - Laurie Forrestal-Parr, Treasurer. Accepted by a Quorum of a majority vote of the members on April 5, 2025.