



Covenants and Restrictions

Articles of Incorporation and Bylaws

**Dutch Hollow Lake Property Owners' Association, Inc.
E2670 Clubhouse Drive
La Valle, Wisconsin 53941-9708**

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DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration, made this 13th day of November, 1986, by the Dutch Hollow Lake Property Owners' Association, Inc., a Wisconsin corporation hereinafter called "Association."

WITNESSETH:

WHEREAS, the Association was originally created by Branigar Lake Properties of Wisconsin, Inc., for the purpose of exercising the functions set forth in the Covenants and Restrictions dated November 13, 1970; and

WHEREAS, the Association, by its Board of Directors and through its members, believes it to be in the best interests of the Association to make certain specific changes to the above Covenants and Restrictions; and

WHEREAS, all lot owners as defined in the original Covenants and Restrictions have been provided with notice and a chance to comment on these proposed amendments; and

WHEREAS, the requisite number of consents have been received by the Board of Directors for the Association;

NOW THEREFORE, the Association declares that the real property described in Article II, and such additions thereto and hereafter as may be made pursuant to Article II, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to Dutch Hollow Lake Property Owners' Association, Inc., its successors and assigns.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(c) "Common Properties" shall mean and refer to: those areas of land shown on any recorded subdivision plat of The Properties as "outlot" followed by a numerical designation and intended to be devoted to the common use and enjoyment of the owners of The Properties and the lake dam or dams conveyed to the Association.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(f) "Livestock" shall mean farm or food animals. These include, but are not limited to, horses, ponies, mules, donkeys, asses, cattle, sheep, swine, goats, rabbits, etc., and chickens, geese, turkeys, ducks, guinea hens, etc. "Livestock" shall not mean traditional pet animals. Pet animals include, but are not limited to, dogs, cats, tropical fish, canaries, parrots, etc., except that no facilities for the commercial care, breeding, or sale of pets shall be operated in Dutch Hollow.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(h) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article IV, Section 1, hereof.

(i) "Dwelling Lot" shall mean a lot intended for improvement with a dwelling.

(j) "Dwelling" shall mean any building located on a dwelling lot and intended for the shelter and housing of a single family.

(k) "Dwelling Accessory Building" shall mean a subordinate building or a portion of a dwelling, the use of which is incidental to the dwelling and customary in connection with that use.

(l) "Single Family" shall mean one or more persons each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a dwelling.

(m) "Basement" shall mean the portion of a dwelling located partly underground but having less than one-half its clear floor-to-ceiling height below the average grade of the adjoining ground at the building front.

(n) "Cellar" shall mean the portion of the dwelling located partly or wholly underground and having one-half or more than one-half of its clear floor-to-ceiling height below the average grade of the adjoining ground at the building front.

(o) "Building Height" shall mean the vertical distance measured from the established building grade at the building front to the highest point of the underside of the ceiling beams, in the case of a flat roof; to the deck line of a mansard roof; and to the mean level of the underside of rafters between the eaves and the ridge of a gable, hip or gambrel roof. Chimneys and ornament architectural projections shall not be included in calculating the height.

(p) "Building Line" shall mean a line on a lot that is delineated in the recorded plat of subdivision which denotes the required depth of a front, side, or rear yard.

(q) "Lot Area" shall mean the area of a horizontal plane bounded by the vertical planes through front, side and rear lot lines.

(r) "Lot Line" shall mean any boundary of a lot.

(s) "Waterfront Facility" shall mean any pier, dock, boat ramp, or related facility. A boat house shall not be a "Waterfront Facility."

(t) "Parkway" shall mean the unimproved strip of land between a lot line and the improved portion of the street right-of-way.

(u) "Story" shall mean that portion of a dwelling included between the surface of any floor and the surface of the floor next above; or if there is no floor above, the space between the floor and the ceiling next above. A basement shall be counted as a story and a cellar shall not be counted as a story.

(v) "Half Story" shall mean the space under a sloping roof which has the line of intersection of roof decking and wall not more than three feet above the top floor level, and in which space not more than 60% of the floor area is completed for principal or accessory use.

(w) "Ground Floor Area" shall mean the living area in that story of the dwelling which is the first story entirely above the established building grade, at the building front.

(x) "Living Area" shall mean that portion of a dwelling which is enclosed and customarily used for dwelling purposes but shall not include open porches, open terraces, breezeways, cellars, attached garages, carports or dwelling accessory buildings.

(y) "Structure" shall mean anything erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground. Any sign or other advertising device should be construed to be a separate structure.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Sauk County, Wisconsin and is more particularly described in the various Plats of Branigar's Dutch Hollow Lake in accordance with the Plat thereof recorded in Sauk County, Wisconsin, all of which real property shall hereinafter be referred to as "Existing Property."

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) The Association, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development.

The additions authorized under this and the succeeding sub-section shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

(b) Other Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the Owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in subsection (a) hereof.

(c) Mergers. In the event of a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.

ARTICLE III

GENERAL RESTRICTIONS

Section 1. Land Use and Building Type. All lots which are designated on any recorded subdivision plat of The Properties with a numeral (without prefix) are intended as dwelling lots and shall be used for private residence purposes only. No structure, except as specifically authorized elsewhere in this Declaration shall be erected, re-erected or maintained on a dwelling lot except one dwelling designed for occupancy by a single family, a private garage containing no more than four parking spaces for the sole use of the Owners or occupants of the dwelling, and waterfront facilities for the sole use of the Owners and occupants of the dwelling. Said garages may have living quarters in connection therewith for the sole use of the Owner or occupants or his servants or guests but shall not be used for rental purposes. No structure, garage, or other dwelling accessory shall be erected prior to construction of a dwelling. No other dwelling, accessory buildings or structures may be erected except in such manner and location as hereinafter provided or as approved in writing by the Association. Where foundations are desired, they should be so designed as to minimize excavation (such as column and beam construction) and excavated material should be stocked in a way that it cannot be eroded and carried into the lake. Where vegetation cover is destroyed, it should be replaced immediately so as not to allow soil to be exposed to erosive forces.

Section 2. Building Height. No dwelling shall be erected, altered or placed upon any dwelling lot which has a building height of more than thirty feet; and no dwelling accessory building or structure shall exceed seventeen feet in height, unless a greater height is approved in writing by the Association.

Section 3. Dwelling Materials, Quality and Size. It is the intention and purposes of these covenants to insure that all dwellings shall be of a quality of design, workmanship and materials approved by the Association. All dwellings shall be constructed in accordance with applicable governmental building codes and with more restrictive standards that may be required by the Architectural Control Committee of the Association. The ground floor area of any dwelling shall be not less than 750 square feet. Building exteriors must be made of brick, frame or log construction, and all wood exteriors must be painted or stained. The exterior portion of any structure must be completed within one year from date of commencement of said construction.

Section 4. Location on the Lot. No structure shall be located on any lot nearer to a lot line than the building lines shown on the recorded plat of subdivision, or nearer than five feet from any other lot line.

Section 5. Driveways. Plans and specifications for driveways, culverts, pavement edging or markers shall be as approved in writing by the Architectural Control Committee.

Section 6. Waterfront Facilities. No waterfront facility may be built or maintained on any lot or any Common Property without the prior written approval of the Board of Directors of the Association or an Architectural Committee appointed by the Board. In its discretion the Board may approve, prohibit or limit the construction or maintenance or location of any waterfront facility and the use thereof.

Section 7. Home Occupations, Nuisances and Livestock. No home occupation or profession shall be conducted in any Living Unit or accessory building except those that meet all conditions set by the Board of Directors. No livestock may be kept or raised on any Lot or in any Living Unit or accessory buildings or structures. No noxious or offensive activity shall be carried on, in or upon any premises nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No power vehicle incapable of moving under its own power shall be stored on any lot. The use of any garage, carport, driveway or parking area which may be in front or adjacent to a part of any lot as a habitual parking place for commercial vehicles is prohibited. The parkway located between the pavement and the lot line of each lot shall not be used for the parking of private or commercial vehicles, boats or trailers. The habitual violation of such parking regulations shall be deemed a nuisance.

Section 8. Plant Diseases or Noxious Insects. No plants or seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot.

Section 9. Temporary Structures. No trailer or a basement of an uncompleted building, tent, shack, garage, barn (except as permitted in Section 1 of this Article) and no temporary building or structure of any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a Living Unit shall be on the same lot as the dwelling and such buildings or structures shall be removed upon completion of construction. Temporary signs must conform to limiting specifications established by the Board of Directors.

Section 10. Easements. In the recorded plat of subdivision of the Existing Property, Developer has:

(a) Reserved an easement to itself, and its successors and assigns, within the area as shown on the plat and marked "Utility Easement," to install, lay, construct, renew, operate and maintain utility pipes and conduits and underground equipment for the purpose of serving The Properties with telephone, electric, and other utility services; and also reserves the right to cut down and remove any trees or bushes that interfere or threaten to interfere with and such use or right. No permanent building, structure or trees shall be placed upon said easement except that said easement may be used for gardens, shrubs, landscaping and other purposes not then or later interfering with said reserved uses and rights;

(b) Created an easement for surface drainage in and along the streets and such other locations as are shown on the plat marked "Drainage Easement."

Section 11. Maintenance of Parkways. Each Owner shall be responsible for the maintenance of parkways located between his lot lines and the edges of street or ingress or egress easements on which said lots border.

Section 12. Wells and Plumbing. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank system approved by the Association and any state, county or municipal authority having jurisdiction. Septic tank systems and locations must be of registered professional engineer or registered professional designer design. Said engineer's or designer's design plans must be submitted to the Association for approval and issuance of permit prior to commencing construction. All systems are to be of the closed type; no waste water is to be discharged into the lake, or onto common properties.

Section 13. Deviations by Agreement with the Association.

(a) The Association, its successors or assigns, has the right to enter into agreements with the grantee of any lot or lots without the consent of grantees of other lots or adjoining or adjacent property to deviate from any of the covenants set forth in this Article III for reasons of practical difficulties or particular hardships evidenced by any such grantee. Any such deviation, which shall be manifested by agreement in writing, shall not constitute a waiver of any such covenant as to other lots in The Properties.

(b) Notwithstanding anything herein which is to the contrary, the Developer, Branigar Lake Properties of Wisconsin, Inc., has reserved the right to construct and maintain on lots selected by it in The Properties a structure or structures for use by it, and its successors and assigns, as an office or offices in connection with the development and sale of The Properties and to erect and maintain signs at selected locations to implement its sales activities, and as a location for a water well or wells, water storage facility and sewage treatment facility or facilities provided no such facility shall be maintained in such manner as to interfere unreasonably with the enjoyment of any lot by the Owners thereof.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record Owner of a fee, or undivided fee, interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

Section 2. Title to Common Properties. The title to all Common Properties shall be held by the Association.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to prescribe rules and regulations for the use of Common Properties, and such other regulations as the Association deem necessary to the health, safety and welfare of the Association and its members. The Association may assign specific piers, docks, and other waterfront facilities for the use of specific Lot owners.

(b) The right of the Association in accordance with its Articles and By-laws to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the members hereunder shall be fully restored.

(c) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosures.

(d) The right of the Association, as provided in its Articles and By-laws, to suspend the enjoyment rights of any person for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

(e) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties.

(f) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association in accordance with its Articles and By-laws.

(g) The right of the Association, its successors and assigns, to construct on, over and under the Common Properties and to maintain electric, gas, telephone, sanitary disposal system and other utility facilities to serve The Properties or portions thereof and to grant easements to others in such regard.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements; such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon The Property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and, in particular, for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the Living Units situated upon The Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Fencing and maintenance of same, along the perimeters of the development, shall be a valid use of annual or special assessments.

Section 3. Basis and Maximum of Annual Assessments. The annual per lot assessment shall be indexed to 1977 dollars and the national consumer price index. The Board of Directors for the Association may set the annual assessment in an amount not to exceed a figure equal to the purchasing power of \$100 in 1977. This amount may be increased by vote of the members as provided below.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount than the indexed maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement or a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively provided that any such change shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof.

Section 6. Quorum for Any Action Authorized Under Section 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty (60) per cent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding

meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Living Unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of The Properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association, upon demand, and upon payment of a service fee, shall at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at a rate set by the Board of Directors, but not higher than the current average mortgage interest rate charged by local banks, and the Association 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 costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action. If a lien is filed, administrative costs for such filing shall be set by the Board of Directors and shall be added to the amount due at the time of filing.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by local public authority and devoted to the public use; (b) all Common Properties as defined in Article I, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Wisconsin, 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 said assessments, charges or liens.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location and grade of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fail to approve or disapprove such design and location within thirty (30) days after said plans and speci-

ifications have been submitted to it, or in any event if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with, except that no waterfront facility shall be built or maintained without the prior written approval of the Board of Directors of the Association or by an Architectural Control Committee appointed by the Board. At the discretion of the committee, a filing fee set by the Board of Directors shall accompany the submission of such plans to defray committee expenses. No additional fee shall be required for resubmission of plans revised in accordance with committee recommendations.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, unless an instrument approved by the then Owners of two-thirds of the Lots has been recorded agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 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 mailing.

Section 3. Enforcement. 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 to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

NOTICE OF CHANGE OF
COVENANTS AND RESTRICTIONS
FOR DUTCH HOLLOW LAKE SUBDIVISION,
SAUK COUNTY, WISCONSIN

STATE OF WISCONSIN)
) ss.
COUNTY OF SAUK)

Having been first duly sworn, your affiant states the following:

1. He is the general manager of the Dutch Hollow Lake Property Owners' Association, Inc. who is authorized by resolution of the Dutch Hollow Lake Property Owners' Association Board to sign this affidavit.

2. Dutch Hollow Lake Property Owners' Association's Board of Directors authorized the solicitation of signed assent forms for the adoption of the Declaration of Covenants and Restrictions attached and marked to this document as Exhibit A. (Exhibit A is a nine-page document dated November 13, 1986.)

3. Your affiant has personally viewed the originals of the assent forms authorizing the changes embodied in Exhibit A which have been signed by the owners of two-thirds of the lots. A copy of the signatures on those assent forms is attached and marked as Exhibit B. (Exhibit B is a nine-page document.)

4. This affidavit is given in compliance with Article XIII, Section 1 of the Declaration of Covenants and Restrictions presently on file with the Sauk County Register of Deeds and dated December 4, 1970.

5. This letter is given as notice to all owners and subsequent purchasers of lots in the Dutch Hollow Lake Property Owners' Subdivision that Exhibit A will become the controlling Declaration of Covenants and Restrictions on December 4, 1990.

6. The property affected by this document is:

All property contained in the Dutch Hollow Lake Subdivision, Sauk County, Wisconsin, as amended.

501864 REGISTER'S OFFICE
SAUK COUNTY WIS. ✓
RECEIVED FOR RECORD

AUG 11 1987

AT 9:30 O'CLOCK A.M. 11/11/87

REEL 448 IMAGE 553

Christy Sullivan REGISTER
atty Stephen C. Legrand 9/12/87

7. Your affiant has read the above and finds it to be true and correct to the best of his knowledge.

Dated this 4th day of August, 1987.

C. W. Little Jr
C. W. Little

Subscribed and sworn to before me this 4th day of August, 1987.

Jean Whitehurst

Notary Public, Sauk Co., Wis.
My commission *expires 4/9/89*.

This instrument drafted by and return to:
Stephen D. Chiquoine
LaRowe, Gerlach, Chiquoine & Kahler, S.C.
110 Main Street
Reedsburg, WI 53959
608-524-8231
Attorneys for Dutch Hollow Lake Property Owners' Assoc., Inc.

ARTICLES OF INCORPORATION

Executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of the Wisconsin statutes, WITHOUT STOCK AND NOT FOR PROFIT.

Article 1. The name of the corporation is

DUTCH HOLLOW LAKE PROPERTY OWNERS' ASSOCIATION, INC.

Article 2. The period of existence shall be perpetual.

Article 3. The purposes shall be to promote the health, safety, and welfare of the residents within all lots in Branigar's Dutch Hollow Lake Subdivision, a subdivision in Sauk County, Wisconsin, in accordance with plat thereof recorded with the Recorder of Deeds of Sauk County, and such additions thereto as may hereafter be brought within the jurisdiction of this corporation by annexation as provided in Article II herein, hereafter referred to as "The Properties", and for this purpose to own, acquire, build, operate and maintain recreation parks, playgrounds, swimming pools, commons, streets, footways, including buildings, structures, personal properties incident thereto, hereinafter referred to as "The Common Properties and Facilities", pay any taxes assessed with respect thereto, applicable to The Properties and, insofar as permitted by law, do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of The Properties.

Article 4. Location of the principal office 900 Gay Building
16 North Carroll Street
Madison, Wisconsin 53703

Article 5. Name of the initial registered agent C.T. Corporation System

Article 6. Address of the initial registered agent 900 Gay Building
16 North Carroll Street
Madison, Wisconsin 53703

Article 7. The number of directors constituting the initial board shall be three.

Article 8. Names and addresses of the initial directors:

Joseph T. Cesario Irving Park and Medinah Roads
Medinah, Illinois 60157

Lester L. Harber Irving Park and Medinah Roads
Medinah, Illinois 60157

Frederick D. Willey Irving Park and Medinah Roads
Medinah, Illinois 60157

Article 9. Members. Every person or entity, who is a record owner of a fee or undivided fee interest in any lot (or living unit) which is subject by covenants of record to assessment by the Association, shall be a member of the Association provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a member. Additional membership provisions may be provided for in the By-laws.

Article 10. Board of Directors. The affairs of the corporation shall be managed by a Board of Directors who need not be members of the corporation. The first Board of Directors shall serve until their successors shall have been elected and qualify. Beginning with the annual meeting to be held on the last Saturday of May, 1972, the number of Directors shall be increased to nine and elected by the members, three of whom shall be elected to serve for one year, three for two years and three for three years. At each annual meeting thereafter, the members shall elect three directors each to serve for a term of three years.

Article 11. Additions to Properties and Membership. Additions to The Properties described in Article 3 may be made only in accordance with the provisions of the recorded covenants and restrictions applicable to said properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties and membership of this corporation to such properties. Where the applicable covenants require that certain additions be approved by this corporation, such approval must have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Article 12. Mergers and Consolidations. Subject to the provisions of the recorded covenants and restrictions applicable to The Properties described in Article 3, and to the extent permitted by law, the corporation may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Article 13. Mortgages: Other Indebtedness. The corporation shall have power to mortgage its properties only to the extent authorized under the recorded covenants and restrictions applicable to said properties.

The total debts of the corporation including the principal amount of such mortgages, outstanding at any time, shall not exceed the total of two years' assessments current at that time, provided that authority to exceed said maximum in any particular case may be given by an affirmative vote of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Article 14. Quorum for Any Action Governed by Articles 11, 12 and 13 of these Articles. The quorum required for any action governed by Articles 11, 12 and 13 of these Articles shall be as follows:

At the first meeting duly called as provided therein, the presence of members, or of proxies, entitled to cast sixty (60) per cent of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in said Articles, and the required quorum at any subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following such preceding meeting.

Article 15. Dedication of Properties or Transfer of Function to Public Agency or Utility. The corporation shall have power to dispose of its real properties only as authorized under the recorded covenants and restrictions applicable to said properties.

Article 16. Dissolution. The corporation may be dissolved only with the assent given in writing and signed by the members entitled to cast two-thirds of each class of its membership. Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets (which shall be consonant with Article 17 hereof) shall be mailed to every member at least ninety (90) days in advance of any action taken.

Article 17. Disposition of Assets upon Dissolution. Upon dissolution of the corporation, the assets, both real and personal of the corporation, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the corporation. No such disposition of Association properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded covenants and deeds applicable to The Properties unless made in accordance with the provisions of such covenants and deeds.

Article 18. Amendments. These Articles may be amended in accordance with the law, provided that the voting and quorum requirements specified for any action under any provision of these Articles shall apply also to any amendment of such provision, and provided further that no amendment shall be effective to impair or dilute any rights of members that are governed by the recorded covenants and restrictions applicable to The Properties (as, for example, membership and voting rights) which are part of the property interests created thereby.

BYLAWS

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to the Dutch Hollow Lake Property Owners' Association, Inc., a non-profit corporation organized and existing under the laws of Wisconsin.

Section 2. "The Properties" shall mean and refer to all lots in Branigar's Dutch Hollow Lake Subdivision, a subdivision in Sauk County, Wisconsin, according to plat thereof recorded with the Recorder of Deeds of Sauk County and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation as provided in Article V, Section 2, herein.

Section 3. "Common Properties" shall mean and refer to parks, playgrounds, swimming pools, commons, streets, footways, including buildings, structures, personal properties incident thereto, and any other properties owned and maintained by the Association for the common benefit and enjoyment of the residents within The Properties.

ARTICLE II

Membership

Section 1. Every person or entity who is a record owner of a fee or undivided fee interest in any lot (or living unit) which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of and becomes a lien upon the property against which such assessments are made as provided by Article VI of the Declaration of Covenants and Restrictions to which The Properties are subject, and recorded with the Recorder of Deeds of Sauk County, Wisconsin, a copy of which Declaration is filed with these By-laws.

Section 3. The membership rights of any person whose interest in The Properties is subject to assessments under Article II, Section 2, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of the Common Properties and facilities, and the personal conduct of any person thereon, as provided in Article VIII, Section 1, they may in their discretion suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

ARTICLE III

Voting Rights

Section 1. The voting rights of members are as set forth in Article IV, Section 2, of the Declaration of Covenants and Restrictions.

ARTICLE IV

Property Rights and Rights of Enjoyment of Common Property

Section 1. Each member shall be entitled to the use and enjoyment of the Common Properties and facilities as provided by Deed of Dedication and Article V, Declaration of Covenants and Restrictions, applicable to The Properties.

Section 2. Any member may delegate his rights of enjoyment in the Common Properties and facilities to the members of his family who reside upon The Properties or to any of his tenants who reside thereon under a leasehold interest for a term of one year or more. Such member shall notify the Secretary in writing of the name of any such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension under Article II, Section 3, to the same extent as those of the member.

ARTICLE V

Association Purposes and Powers

Section 1. The Association has been organized for the purposes as set forth in Article 3 of the Articles of Incorporation, a copy of which are filed with these Bylaws.

Section 2. Additions to The Properties described in Article 12 of the Articles of Incorporation may be made only in accordance with the applicable provisions of the Declaration of Covenants and Restrictions.

Section 3. Subject to the applicable provisions of the Declaration of Covenants and Restrictions, and to the extent provided by law, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes as provided in Article 13 of the Articles of Incorporation.

Section 4. The right of the corporation to incur indebtedness and mortgage its properties shall be limited as set forth in Article 14 of the Articles of Incorporation.

Section 5. The corporation shall have power to dispose of its real properties only as authorized by the applicable provisions of the Declaration of Covenants and Restrictions.

ARTICLE VI

Board of Directors

Section 1. The affairs of the corporation shall be managed by a Board of Directors who need not be members of the corporation. The first Board of Directors shall serve until their successors shall have been elected and qualify. Beginning with the annual meeting to be held on the second Saturday of April, 1972, the number of Directors shall be increased to nine and elected by the members, three of whom shall be elected to serve for one year, three for two years, and three for three years. At each annual meeting thereafter, the members shall elect three Directors each to serve for a term of three years.

Section 2. Vacancies in the Board of Directors shall be filled by the majority of remaining directors, any such appointed director to hold office until his successor is elected by the members, who may make such election at the next annual meeting of the members or at any special meeting duly called for that purpose.

ARTICLE VII

Election of Directors; Nominating Committee; Election Committee

Section 1. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the recorded covenants applicable to The Properties. The names receiving the largest number of votes shall be elected.

Section 2. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the Standing Committees of the Association.

Section 3. The Nominating Committee shall consist of a Chariman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting.

Section 4. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members, as the Committee in its discretion shall determine. Nominations shall be placed on a written ballot as provided in Section 5 and shall be made in advance of the time fixed in Section 5 for the mailing of such ballots to members.

Section 5. All elections to the Board of Directors shall be made on written ballot which shall:

- (a) Describe the vacancies to be filled;
- (b) Set forth the names of those nominated by the Nominating Committee for such vacancies; and
- (c) Contain a space for a write-in vote by the members for each vacancy.

Such ballots shall be prepared and mailed by the Secretary to the members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the annual meeting or special meeting called for elections).

Section 6. Each member shall receive as many ballots as he has votes. Notwithstanding that a member may be entitled to several votes, he shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned as follows. Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only one ballot, and the members shall be advised that, because of the verification procedures of Section 7, the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return. Such "Ballot" envelope, or envelopes (if the member or his

proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the member or his proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish his right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the Secretary at the address stated in the ballot transmittal.

Section 7. Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the annual or other special meeting at which the elections are held. On that day, the external envelopes containing the "Ballot" envelopes shall be turned over, unopened, to an Election Committee which shall consist of five members appointed by the Board of Directors. The Election Committee shall then adopt a procedure which shall:

(a) Establish that the number of envelopes marked "Ballot" corresponds to the number of votes allowed to the member or his proxy identified on the outside envelope containing them; and

(b) That the signature of the member or his proxy on the outside envelope is genuine; and

(c) If the vote is by proxy that a proxy has been filed with the Secretary as provided in Article XIII, Section 2, and that such proxy is valid.

Such procedure shall be taken in such manner that the vote of any member or his proxy shall not be disclosed to anyone, even the Election Committee.

The outside envelopes shall thereupon be placed in safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Immediately after the announcement of the results, unless a review of the procedure is demanded by the members present, the ballots and the outside envelopes shall be destroyed.

ARTICLE VIII

Powers and Duties of the Board of Directors

Section 1. The Board of Directors shall have power:

(a) To call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth ($\frac{1}{4}$) of the voting membership, as provided in Article XII, Section 2.

(b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer, or director of the Association in any capacity whatsoever.

(c) To establish, levy and assess, and collect the assessments or charges referred to in Article II, Section 2.

(d) To adopt and publish rules and regulations governing the use of the Common Properties and facilities and the personal conduct of the members and their guests thereon.

(e) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to the meeting or to members in the covenants.

(f) In the event that any member of the Board of Directors of this Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which said third absence occurs, declare the office of said absent director to be vacant.

Section 2. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such is requested in writing by one-fourth (¼) of the voting membership, as provided in Article XII, Section 2.

(b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(c) As more fully provided in Article VI of the Declaration of Covenants and Restrictions applicable to The Properties:

(1) To fix the amount of the annual and special assessments against each lot for each assessment period at least thirty days in advance of such date or period and, at the same time,

(2) To prepare a roster of The Properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member, and, at the same time,

(3) To send written notice of each assessment to every owner subject thereto.

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

ARTICLE IX

Directors' Meetings

Section 1. A regular meeting of the Board of Directors shall be held on the second Saturday of each month at 1:00 o'clock P.M. provided that the Board of Directors may, by resolution, change the day and hour of holding such regular meeting.

Section 2. Notice of such regular meeting is hereby dispensed with. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday and no notice thereof need be given.

Section 3. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two directors after not less than three (3) days' notice to each director.

Section 4. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 5. The majority of the Board of Directors shall constitute a quorum thereof.

Section 6. Any action required by law or these Bylaws to be, or which may be, taken at a meeting of the members or Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all members or Directors, as the case may be, entitled to vote with respect to the subject matter.

ARTICLE X

Officers

Section 1. The officers shall be a president, a vice president, a secretary and a treasurer. The president and the vice president shall be members of the Board of Directors.

Section 2. The officers shall be chosen by majority vote of the directors.

Section 3. All officers shall hold office during the pleasure of the Board of Directors.

Section 4. The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

Section 5. The vice president shall perform all the duties of the president in his absence.

Section 6. The secretary shall be ex officio the secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all members of the Association, together with their addresses as registered by such members.

Section 7. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided however, that a resolution of the Board of Directors shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The treasurer shall sign all checks and notes of the Association, provided that such checks and notes shall also be signed by the president or the vice president.

Section 8. The treasurer shall keep proper books of account and may cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

ARTICLE XI

Committees

Section 1. The Standing Committees of the Association shall be:

The Nominations Committee
The Recreation Committee
The Maintenance Committee
The Architectural Control Committee
The Publicity Committee
The Audit Committee

Unless otherwise provided herein, each committee shall consist of a Chairman and two or more members and shall include a member of the Board of Directors for board contact. The committees shall be appointed by the Board of Directors prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual meeting. The Board of Directors may appoint such other committees as it deems desirable.

Section 2. The Nominations Committee shall have the duties and functions described in Article VII.

Section 3. The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.

Section 4. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Properties and facilities of the Association, and shall perform such other functions as the Board, in its discretion, determines.

Section 5. The Architectural Control Committee shall have the duties and functions described in Article VII of the Declaration of Covenants and Restrictions applicable to The Properties. It shall watch for any proposals, programs or activities which may adversely affect the residential value of The Properties and shall advise the Board of Directors regarding Association action on such matters.

Section 6. The Publicity Committee shall inform the members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association.

Section 7. The Audit Committee shall supervise the annual audit of the Association's books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting as provided in Article X, Section 8. The treasurer shall be an ex officio member of the committee.

Section 8. With the exception of the Nominations Committee and the Architectural Control Committee (but then only as to those functions that are governed by Article VI, Declaration of Covenants and Restrictions applicable to The Properties), each committee shall have power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 9. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE XII

Meetings of Members

Section 1. The regular annual meeting of the members shall be held on the last Saturday of the month of April in each year. The date may be changed, for good reason, at the discretion of the Board of Directors, provided that the membership receives at least 30 days advance notice of such change.*

** Amended at a Special Meeting of Members held October 11, 2008.*

Section 2. Special meetings of the members for any purpose may be called at any time by the president, the vice president, the secretary or treasurer, or by any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth ($\frac{1}{4}$) of all of the votes of the entire membership or who have a right to vote one-fourth ($\frac{1}{4}$) of the votes of the Class A membership.

Section 3. Notice of any meetings shall be given to the members by the secretary. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the corporation. Each member shall register his address with the secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided however, that if the business of any meeting shall involve an election governed by Article VII or any action governed by the Articles of Incorporation or by the covenants applicable to The Properties, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth ($\frac{1}{10}$) of the votes of each class of membership shall constitute a quorum for any action governed by these By-laws. Any action governed by the Articles of Incorporation or by the covenants applicable to The Properties shall require a quorum as therein provided.

ARTICLE XIII

Proxies

Section 1. At all corporate meetings of members, each member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the member of his home or other interest in The Properties.

ARTICLE XIV

Books and Papers

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any members.

ARTICLE XV

Corporate Seal

Section 1. The Association shall have a seal in circular form having within its circumference the words: "Dutch Hollow Lake Property Owners' Association" or an abbreviation thereof approved by the directors.

ARTICLE XVI

Amendments

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of each class of members present in person or by proxy, provided that those provisions of these Bylaws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the covenants and restrictions applicable to The Properties may not be amended except as provided in such covenants and restrictions.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the covenants and restrictions applicable to The Properties referred to in Section 1 and these Bylaws, the covenants and restrictions shall control.

IN WITNESS WHEREOF, we, being all of the directors of the Dutch Hollow Lake Property Owners' Association, have hereunto set our hands this 13th day of November, 1970.

/s/ Joseph T. Cesario

/s/ Lester L. Harber

/s/ Frederick D. Willey